



DEVELOPMENT AUTHORITY MEETING UNAPPROVED MEETING MINUTES

JANUARY 17, 2023

ALPHARETTA CITY HALL
THIRD FLOOR 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 5:00 p.m.

II. ROLL CALL

Board Members Present: (6-0)

Jack Nugent (Chair)

Morgan Smith

Jill Bernard

John Goss

David Chatham

Shawn Allen

Board Members Absent:

Staff present:

Kathi Cook, Director of Community Development

Lance Morsell, Economic Development Manager

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. SWEARING IN

a. Swearing In of Development Authority Members

❖ Mayor Jim Gilvin administered the oath of office to members Jack Nugent, Jill Bernard, John Goss, and Shawn Allen.

V. CONSENT AGENDA

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

- ❖ Member Morgan Smith offered a motion to approve the Development Authority Meeting Minutes from November 15, 2022.
 - Member John Goss seconded the motion.
 - The motion was approved 6-0.

VI. OLD BUSINESS

a. Alpha Loop Foundation Memorandum of Understanding

- ❖ Chairman Jack Bernard asked that Board Member John Goss and Morgan Smith recuse themselves because of the potential conflict of interest given their involvement in the Alpha Loop Foundation as board members.
- ❖ Members John Goss and Morgan Smith left the meeting room.
- ❖ David Chatham moved to approved
 - Member Jill Bernard seconded the motion.
 - Motion approved 4-0, with 2 abstaining
- ❖ Members John Goss and Morgan Smith returned to the meeting.

b. Windward Technical Assistance Panel Funding

Economic Development Manager Lance Morsell provided a recap of the agreement with the Urban Land Institute to conduct a Technical Assistance Panel in the Windward Terraces area of the Windward Corridor.

- The Development Authority members discussed the Urban Land Institute's ability to share their findings, the timeline of the project, and how findings will be shared with the Development Authority.
- ❖ Member David Chatham motioned to approve the agreement with the Urban Land Institute.
 - Member Shawn Allen seconded the motion.
 - Motion approved. (6-0)

VII. NEW BUSINESS

a. Election of Chair, Vice-Chair, and Secretary-Treasurer

Charlotte Christian, City of Alpharetta Economic Development Coordinator, introduced this item.

- ❖ Charlotte Christian called for nominations for the position of Development Authority Chair.
 - Member John Goss nominated Member Jack Nugent
 - Members Shawn Allen and Morgan Smith seconded the nomination.
 - Charlotte Christian called for a vote on the motion
 - Motion approved (6-0)
- ❖ Charlotte Christian called for nominations for the position of Development Authority Vice-Chair.
 - Chairman Jack Nugent nominated Member Jill Bernard
 - Member David Chatham seconded the nomination.
 - Charlotte Christian called for a vote on the motion
 - Motion approved. (6-0)

- ❖ Charlotte Christian called for nominations for the position of Secretary-Treasurer of the Authority.
 - Member John Goss nominated Member Shawn Allen.
 - Members Morgan Smith seconded the nomination.
 - Charlotte Christian called for a vote on the motion
 - Motion approved. (6-0)

VIII. PARTNER UPDATES

a. Karen Cashion, CEO and President of Tech Alpharetta

Karen Cashion provided updates on Tech Alpharetta's incubated startups, speaker series, workshops, and mentorship programs, and Tech Alpharetta's traditional and social media social media reach in 2022. Karen provided attendees with the calendar of 2023 Tech Alpharetta events (attached).

- ❖ 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

Deborah Lanham provided updates on the Alpharetta Chamber and its Downtown District initiative including a recap of events in December of 2022 and discussion of anticipated events and engagement strategies in 2023.

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

c. Lance Morsell, City of Alpharetta Economic Development Manager

Lance Morsell provided updates on the ongoing efforts to create the Economic Development Strategic Plan, recent staff tours of local businesses, and the Alpharetta Commercial Real Estate (A.C.R.E.) Forum held in December of 2022.

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

IX. DISCUSSION

- Chairman Jack Nugent asked about options for potential studies or ways to receive recommendations to revitalize the North Point area.
 - Lance Morsell said he would look for ideas. Charlotte Christian noted that the city is expecting some recommendations focused on North Point as part of the final report in the Economic Development Strategic Plan.
- Chairman Jack Nugent asked for updates on the property on the old Bailey Johnson School.
 - Lance Morsell replied that their installment of the bonds closed towards the end of 2022 and that construction has been slowed down due to rain.
- Member John Goss asked for a financial update at their next Development Authority meeting.

- ❖ No action was taken on this item.

X. ADJOURNMENT

- ❖ With there being no further business to hear or discuss, Chairman Nugent adjourned the meeting at 5:54 p.m.

Respectfully submitted,
Charlotte Christian, Economic Development Coordinator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is effective as of January 17, 2023, 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 a 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.

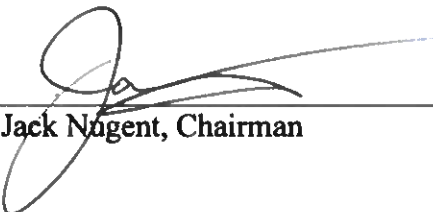
ALPHA LOOP FOUNDATION, INC.

By: 

John Goss, President

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: 

Jack Nugent, Chairman

(SEAL)





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

This Technical Assistance Program Agreement ("Agreement") is entered into effective January 18, 2023 by and 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

DocuSigned by:

Daphne Bond-Godfrey

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Daphne Bond-Godfrey
Executive Director, ULI Atlanta

January 18, 2023 | 4:16 PM EST

Date

The Development Authority of Alpharetta

[Signature]
Chairman, Alpharetta Development Authority

[Signature]
Treasurer, Alpharetta Development Authority

Date

1/17/23



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.



Questions for the Expert Panel

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?

Study Area

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



Figure 1 – Primary Study Area

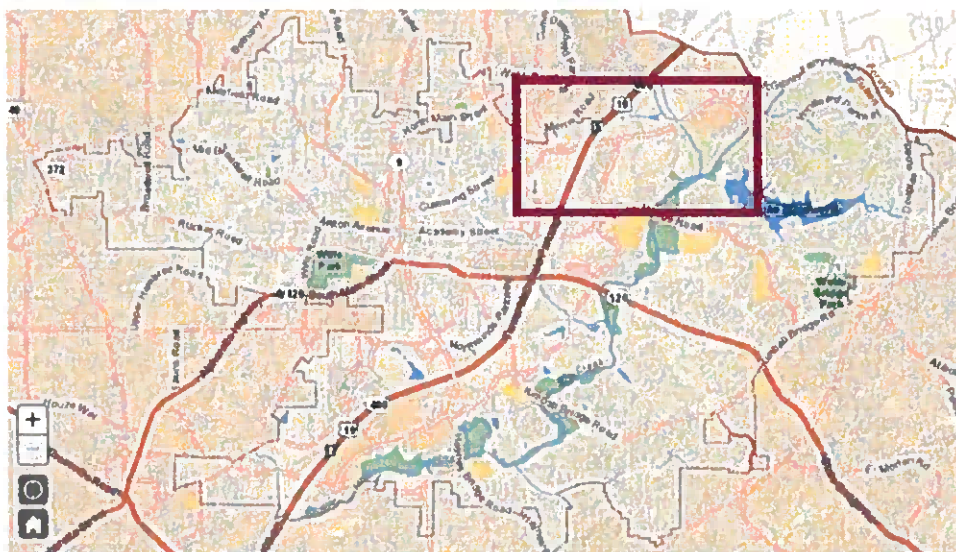
Site details:

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



Atlanta

- 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

2023 Tech Alpharetta Master Calendar of Tech Alpharetta Events

Month	Date/Location/Time	Event
January 2023	Wed., 1/19/23 @ 12 pm, in-person w/virtual option, Tech Alpharetta Innovation Center Pitch Room (Members-only) Thurs., 1/26/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies Dell for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, vLink Solutions, T/K, HPE, BitPay, Microsoft, HI-Rez Studios, EY, Pyramid, Rali, Location: Microsoft at Avalon	Members-only Lunch Workshop: Meet Tech Alpharetta's Startup Mentors Speaker Series: Monetizing the Metaverse: Can the Metaverse Improve your Company's Bottom Line? (Captivator; Relevantz; Surreal) Moderator: tba Podium promo: Flexential
February	Wed., 2/8/23 @ 12 pm, in-person only, Tech Alpharetta Innovation Center Pitch Room (Members-only) Wed., 2/15/23 @ 12 pm, in-person & virtual, Tech Alpharetta Innovation Center Pitch Room Thurs., 2/22/23, 5:30 -7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, T/K, vLink Solutions, Scientific Games, Park Avenue Gaming, OneSpring, EY Location: tba	Members-only VC Lunch with Drive Capital Lunch Information Session for Tech Alpharetta's New Tech Studio Technical Certification & Leadership Training Courses (Tino Mantella, TLG; Valarie Mackey, WNS) Speaker Series: Effective Tech Leadership in Turbulent Times Moderator: Bob Toupin, CIO, Clearview Podium promo: Park Avenue Gaming
March	Wed., 3/08/23 @ 12 pm, in-person w/virtual option, Tech Alpharetta Innovation Center Pitch Room	Members-only Startup Lunch Workshop: Customer Discovery
Special Event	Wed., 3/15/23, 5:30-7:30 pm, Jekyll Brewing's Marconi Taproom, Alpharetta Wed., 3/29/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, T/K, vLink Solutions,	Private Tech Alpharetta Event: CIO Speed Dating Sponsorships Available Speaker Series: Data Privacy: What Data can Companies permissibly collect today? (Taylor English; LexisNexis Risk Solutions; Equifax; CIOX) Moderator: Flexential

	LexisNexis Risk Solutions, Equifax, CIOX, Colonial Pipeline, Microsoft, ADP, Global Payments, LeasePlan, Pfizer, Rali, JHC Location: tba	Podium Promo:
April	Wed., 4/12/22 @ 12 pm, in-person w/virtual option, Tech Alpharetta Innovation Center, Pitch Room Sponsor: Verint Thurs., 4/27/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, T/K, vLink Solutions, UPS, ACVB, JHC, HPE, Pyramid, Digital Scientists, CIOX, Pfizer, EY, LNRS Location: tba	Open Startup Lunch Workshop: Go to Market Strategy (Adwait Josh, CEO, DataSeers) Healthcare IT Speaker Series: How IoT is Shaping the Future of Healthcare (Bob Klein, CEO, Digital Scientists; HPE, Pyramid) Moderator: Karyn Mullins, Chief Technologist, Nursing & Allied Group, JHC Podium promo: Relevantz
May	Wed., 5/10/23 @ 12 pm, in-person only, Tech Alpharetta Innovation Center Pitch Room (Members-only) Thurs., 5/18/23, 5:30 pm-7:30 pm Location: tba Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, T/K, ACVB, vLink Solutions, WrightNow Solutions, LeasePlan, ADP, Scientific Games, RestorePoint, UPS, Verint, CIOX, Colonial Pipeline, Equifax, EY, Global Payments, HPE, JHC, Park Avenue Gaming, Pyramid, Pfizer, Rali, LexisNexis Risk Solutions, Chick-fil-A Wed, 5/24/23 @ 12 pm, Tech Alpharetta Innovation Center Pitch Room	Members-only VC lunch Speaker Series: Recruiting & Retaining Diverse Tech Talent (WrightNow Solutions; LeasePlan; ADP; Scientific Games) Moderator: tbd Podium promo: Stellar Open Startup Lunch Workshop: Selling to Enterprise Companies (Ben Cagle, founder, Cagle Consulting Partners)
June	Wed., 6/7/23 @ 12 pm, in-person w/virtual option, Tech Alpharetta Innovation Center Pitch Room Tues., 6/20/22, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, vLink Solutions, T/K, ADP, WrightNow Solutions, Equifax, Global Payments, LeasePlan, Park Avenue Gaming, Colonial Pipeline Location: tba	Open Startup Lunch Workshop: Protecting your Startup's Intellectual Property (Taylor English law firm) Summer Tech Mixer (Tech executives & tech professionals only, please) Podium Promo: AT&T

June 21-July 26	PROGRAM BREAK	
July	Thurs., 7/27/23 @ 12 pm, in-person only, Tech Alpharetta Innovation Center Pitch Room	Open Startup Lunch Workshop: Creating your Investor Pitch Deck
August	Wed., 8/16/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, vLink Solutions, T/K, HPE, LNRS, EY, Equifax, Pyramid, CIOX, ADP, Colonial Pipeline, Global Payments Location: tba	Speaker Series: Harnessing Edge Computing (HPE, Dell, Flexential) Moderator: EY Podium promo: tbd
Special Event	Tues. 8/29/23, 5:30-7:30 pm, Jekyll Brewing's Marconi Taproom, Alpharetta Title Sponsor: Wed., 8/23/23@12 pm, in person, Tech Alpharetta Innovation Center	Private Tech Alpharetta Event: CISO Speed Dating Sponsorship Available Open Startup Lunch Workshop: Perfecting your Pitch
September	Wed., 9/13/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, T/K, vLink Solutions, ADP, Park Avenue Gaming, LeasePlan, Pfizer, Rali, Hi-Rez Studios, LexisNexis Risk Solutions. Location: tba Wed., 9/20/23 @ 12 pm, in person, Tech Alpharetta Innovation Center	Cyber Security Speaker Series: The Fundamentals of Cyber Security that your Company May be Overlooking Moderator: Bob Toupin Podium Promo: tbd Open Startup Lunch Workshop
October	Monday, 10/2/23, 8am-5pm Wed., 10/26/23 @ 12 pm, in person, Tech Alpharetta Innovation Center Thurs., 10/27/23, 5:30-7:30 pm Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting,	3rd Annual Tech Alpharetta Golf Classic, in partnership with Stellar Consulting. Location: The Manor Golf & Country Club Sponsorships Available Open Lunch Workshop: TechStars Speaker Series: The Future of Banking Technology (BoA; Morgan Stanley; BitPay; DataSeers) Moderator: Global Payments Podium promo: Pyramid

	Taylor English, ACVB, T/K, vLink Solutions, BitPay, DataSeers, Global Payments, ADP Location: tba	
November	Wed., 11/8/23 @ 12 pm, in person, Tech Alpharetta Innovation Center Wed., 11/15/23, 5:30-7:30 pm, in-person Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, vLink Solutions, T/K, BitPay, HPE, UPS Supply Chain Solutions, Colonial Pipeline Location: tba	Open Startup Lunch Workshop: Should your Startup consider SBIR? Speaker Series: Public and Private Blockchains: From Crypto to Blockchain Solutions at the Enterprise Scale (BitPay; Relevantz; HPE, UPS Supply Chain Solutions) Moderator: Morgan Stanley Podium Promo: Relevantz
December	Wed., 12/6/23, 5:30-7:30 pm, in-person only, Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, ACVB, vLink Solutions, T/K Location :tba Wed., 12/13/23 @ 12 pm, in-person only, Tech Alpharetta Innovation Center (Members-only) Sponsors: AT&T, Bank of America, DELL Technologies DELL for Startups, Flexential, Morgan Stanley, Relevantz, Stellar Consulting, Taylor English, Cage Partners, EZ Innovation, Priority Payments, TK, vLink Solutions, Georgia's Own Credit Union, CLRE Advisors, ZKTeco	Holiday Mixer (tech executives & tech professionals only) Podium Promo: Stellar Startup Members-Only Holiday Lunch