



DEVELOPMENT AUTHORITY MEETING DECEMBER 19, 2023

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

1. CALL TO ORDER

2. ROLL CALL

3. 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.

4. CONSENT AGENDA

A. Approval of Minutes from the Meeting of September 19, 2023

5. UNFINISHED BUSINESS

A. Connect Forward Grant

B. Development Authority Time and Date Change

6. NEW BUSINESS

A. Land Use Restriction Agreement: TPA Lakeview

7. PARTNER UPDATE

A. Tech Alpharetta

B. Alpharetta Chamber

C. Alpha Loop Foundation

D. City of Alpharetta Economic Development

8. DISCUSSION

9. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Charlotte Christian
Meeting Date: December 19, 2023

AGENDA ITEM:

Approval of Minutes from the Meeting of September 19, 2023

STAFF RECOMMENDATION:

Approve the meeting minutes from the meeting of September 19, 2023.

ITEM DESCRIPTION:

Economic Development Coordinator Charlotte Christian attended the Development Authority meeting of September 19, 2023, and recording the events of the meeting for approval.

ATTACHMENTS:

1. unapproved Development Authority meeting minutes with slides 9.19.2023



DEVELOPMENT AUTHORITY MEETING SEPTEMBER 19, 2023 UNOFFICIAL MEETING MINUTES

ALPHARETTA CITY HALL
CITY COUNCIL CHAMBERS
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 5:01p.m.

II. ROLL CALL

Board Members Present: (5-2)

Jack Nugent (Chair)
Jill Bernard (Vice Chair)
Shawn Allen (Secretary-Treasurer)
David Chatham
D.C. Aiken

Board Members Absent:

Morgan Smith
John Goss

Staff present:

Kathi Cook, Director of Community and Economic Development
James Drinkard, Assistant City Administrator
Charlotte Christian, Economic Development Coordinator
Lance Morsell, Economic Development Manager – virtually in attendance via video
Melissa Tracy, 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 Minutes from the meeting of September 19, 2023

- ❖ Secretary-Treasurer Shawn Allen made a motion to approve the Development Authority Meeting Minutes from May 16, 2023.
 - Vice Chair Jill Bernard offered seconded the motion.
 - The motion was approved (5-0).



DEVELOPMENT AUTHORITY MEETING SEPTEMBER 19, 2023 UNOFFICIAL MEETING MINUTES

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

V. PRESENTATION

a. Windward Parkway & Highway 9 Livable Centers Strategic (LCI) Study Update

- Director of Economic and Community Development, Kathi Cook, explained that the city applied for a grant to conduct a LCI study on the Windward area a year prior, and though the city was not awarded the grant, the North Fulton Community Improvement District and the City of Milton joined in collaboration with the City of Alpharetta to commission the study. She explained that she believed the presentation of the study in progress would provide Development Authority members with valuable context for future initiatives and planning. She then introduced a member of the consulting firm contracted to work on the study, Darren Meyer from MKSK Studios.
- Darren Meyer presented information about the ongoing Windward Parkway and Highway 9 LCI study progress, findings and observations from the study, and opportunities identified to improve the area. *Presentation slides are attached.* He noted that they plan to refine recommendations before then sharing those recommendations and soliciting feedback at upcoming community meeting on November 15, 2023.
- Development Authority Members discussed findings of the study including reiterating the current lack of walkability on Windward Parkway, opportunities to bring attention to the area's natural features, predicted population growth, existing zoning restrictions, and potential of providing shuttles for employees to nearby amenities such as restaurants.

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

VI. NEW BUSINESS

a. Development Authority Date and Time Discussion

- Chairman Jack Nugent explained that a request had been made by several members to shift the start time of the Development Authority meetings later to accommodate employment schedules. Given that all boards and commission now meet in the Council Chambers, he noted that a later time on the same day would conflict with another commission's meeting.
- Economic Development Coordinator Charlotte Christian explained that members had been presented with all potential alternative dates and times for reoccurring meetings, and that there were three options based on member reported availability:
 - The current day and time, the third Tuesday of the month at 5 pm;
 - The second Thursday of the month from 6-8 pm;
 - The first Tuesday of the month from 6-8 pm.
- Assistant City Administrator James Drinkard suggested that the first Tuesday of the month be reserved but that the item be tabled until staff can provide the Authority for consideration a calendar of potential dates and when they may conflict with future holidays.

❖ No action was taken on this item; item tabled for future meeting.



DEVELOPMENT AUTHORITY MEETING SEPTEMBER 19, 2023 UNOFFICIAL MEETING MINUTES

ALPHARETTA CITY HALL
CITY COUNCIL CHAMBERS
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VII. PARTNER UPDATES

a. Economic Development

- Economic Development staff provided an update on their ongoing work.
 - Economic Development Manager Lance Morsell invited Authority Members to attend the September 25th City Council meeting to view the presentation of the final Economic Development Strategic Plan and the Windward Area Technical Assistance Panel, as both initiatives had received some funding from the Development Authority.
 - Lance Morsell noted that staff has been involved in a variety of economic development focused conferences and the FinTech South trade show.
 - Economic Development Coordinator Charlotte Christian provided a brief update on the Downtown District Initiative (DTA) meetings, advisory board, and upcoming events. She also discussed some of the recent progress of the Alpha Loop Foundation include launching their website and their upcoming first appearance at the Alpharetta Farmer's Market.
 - Chairman Jack Nugent asked for an update on the Bailey Johnson School. Director of Community and Economic Development Kathi Cook replied that the developers did have a land disturbance permit issued, but that they planned to go back to council to ask if they could rebuild the existing gymnasium and had already met with the Historic preservation society.
- ❖ No action was taken on this item. This presentation was for information purposes only.

a. Tech Alpharetta

- Tech Alpharetta President and CEO, Karen Cashion, discussed Tech Alpharetta's upcoming involvement in the Venture Atlanta Conference and their annual Tech Alpharetta Golf Classic.
 - She noted that the Tech Alpharetta Innovation Center currently houses 52 start-ups, and that Tech Alpharetta continues to regularly partner with City Economic Development to attract tech companies.
- ❖ No action was taken on this item. This presentation was for information purposes only.

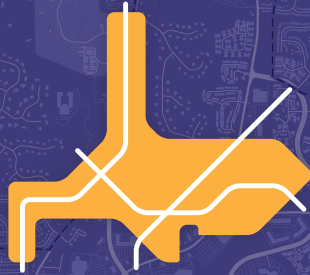
VIII. DISCUSSION

- Secretary-Treasurer Shawn Allen asked about plans for future Development Authority bus tours of properties of interest. Economic Development staff Charlotte Christian and Lance Morsell replied that they will locate future potential dates and work to arrange a tour in the future.
- ❖ No action was taken on this item.

IX. ADJOURNMENT

- ❖ With there being no further business to hear or discuss, Chairman Nugent adjourned the meeting at 5:58 p.m.

Respectfully submitted,
Charlotte Christian, Economic Development Coordinator



Windward Parkway & Highway 9

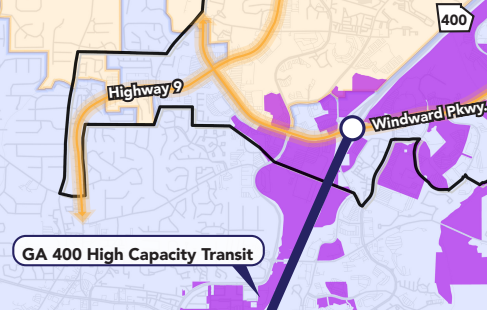
Strategic Master Plan

Alpharetta Development Authority Update
Tuesday, September 19, 2023

MKSK DEVELOPMENTSTRATEGIES®

A Joint Effort Between Alpharetta, Milton, and the North Fulton CID

- Study Area
- City of Milton
- City of Alpharetta
- NFCID Properties
- Forsyth County



Today's Update

- Introduction** 1
- Engagement Overview and Key Takeaways** 2
- Study Area Observations** 3
- Market Analysis** 4
- Opportunities** 5
- Questions / Comments** 6

Consultant Team



Darren Meyer
PLA, ASLA, AICP
Principal-in-Charge
Planning & Urban Design



Luis Calvo
AICP, Senior Associate
Project Manager
Urban Planner



Benjamin Kern
Project Planner



Matthew Wetli
AICP, Principal
Development Strategy,
Market Analysis



Jenny Connelly-Bowen
Senior Planner
Economic Development

MKSK



Urban Planning and Design (Lead)

DEVELOPMENTSTRATEGIES®



Housing & Market Analysis/Strategy

Schedule



Key Milestones to Date



Community Engagement Meeting 1 (of 2 Total)

We hosted the first Community Engagement Meeting on May 24, at the North Fulton CID office space at Avalon.

50 total attendees throughout the 2-hour open house event.



Employer Survey:

A survey directed at employees of the Windward/Hwy 9 Study Area was conducted between May 22-June 16.

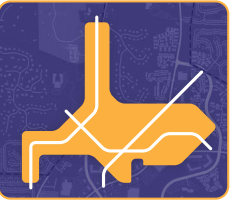
The cities helped get the word out to local employers and a total of 808 survey responses were collected.



Site Visits / City Meetings

Across a two day period members of the consultant team conducted driving tours and site visits of the Study Area.

Individual meetings were held with Alpharetta and Milton to discuss city-specific project objectives.



2 Core Group Meetings (of 4 Total)

The planning team has met with the Core Group twice within the planning process so far, to both understand the Study Area and share insights from the engagement thus far and Market Analysis.

Engagement Overview and Key Takeaways

Community Meeting 1: Overview & Results

The Windward Parkway & Highway 9 Strategic Master Plan held its first Community Meeting on Wednesday, May 24 at the CID's office space in Avalon, between 5:30 PM and 7:30 PM. This meeting included open-house style activities with interactive stations and informational displays, the results of which are summarized in the following slides.

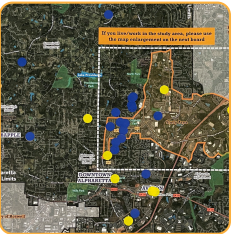
50

Total people in attendance throughout the 2-hour open house event



440

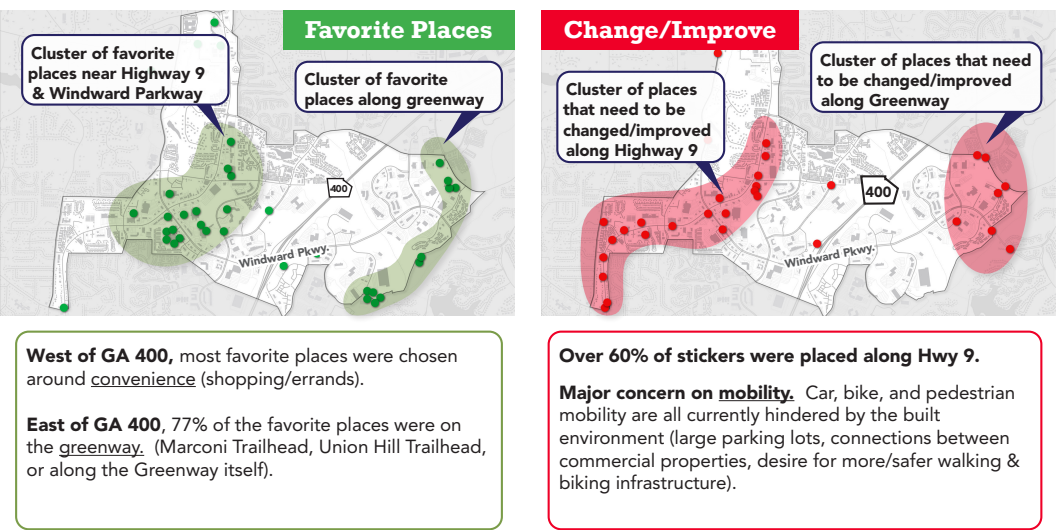
Total comments and stickers received on various boards, displays, and activities.



70%

of meeting attendees were residents living nearby, most of which live near Highway 9.

What do you think of the Study Area?



Employer Survey: Overview & Results

The Windward Parkway & Highway 9 Strategic Master Plan released a survey directed at Study Area employees between May 22 and June 16 of 2023. The survey was shared by the Cities of Milton and Alpharetta to key stakeholders and businesses.

808

Total responses as of survey closing on Friday, June 16

59%

Shop or dine within the Study Area (13% live within the Study Area)

"Better walking connections to recreation areas, dining, and entertainment."

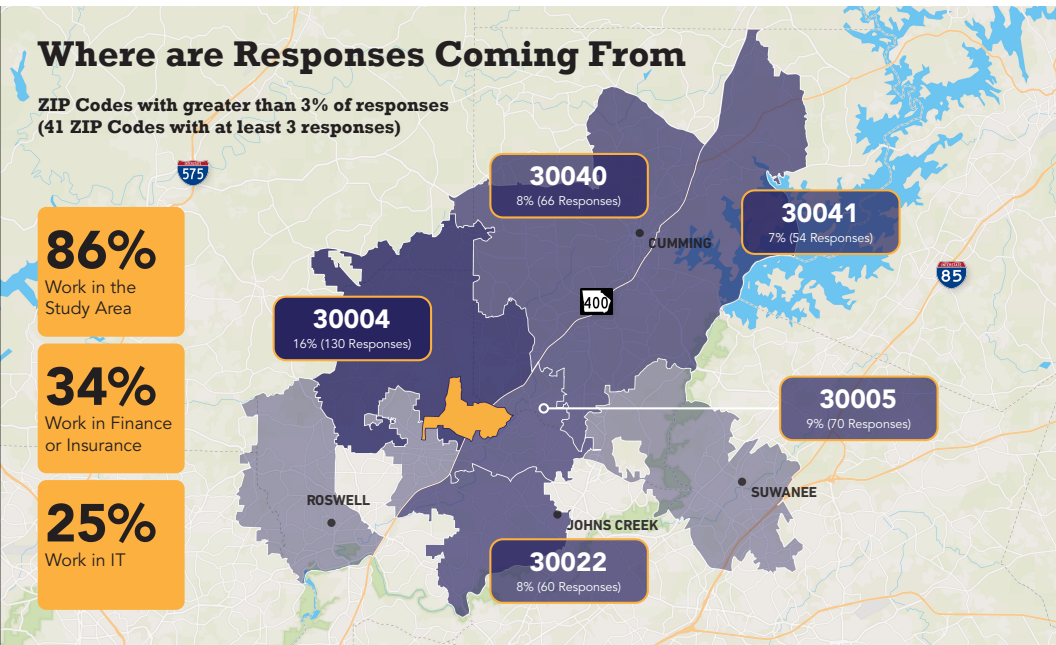
57%

Are currently in a hybrid working arrangement, with 39% fully on-site, and 4% fully remote.

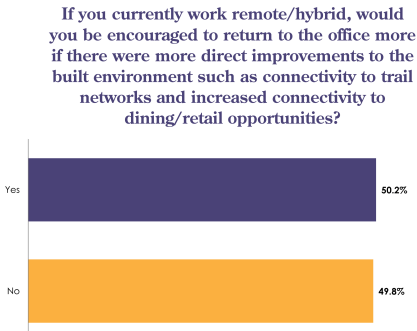
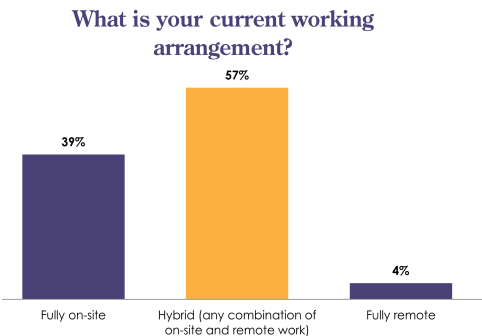
"More gyms, dining options, gas stations, on the business/neighborhood side of Windward Parkway - most shopping and dining is only on the Hwy 9 side."

63%

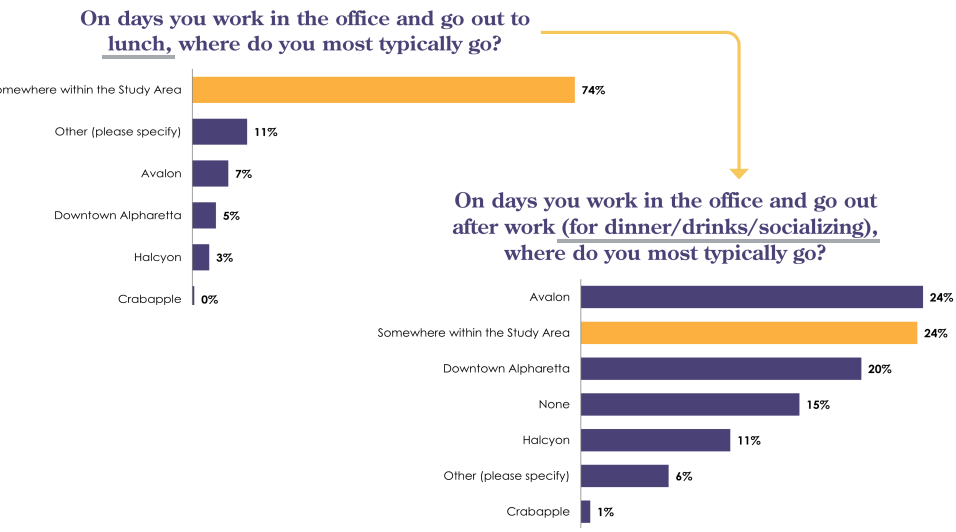
of respondents are in the Study Area daily, with 24% spending time there 2-3 times per week.



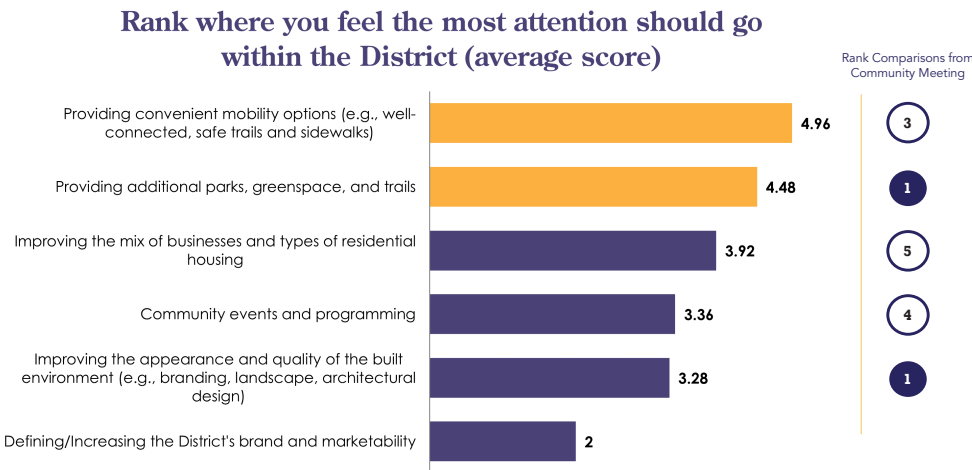
Working Arrangements



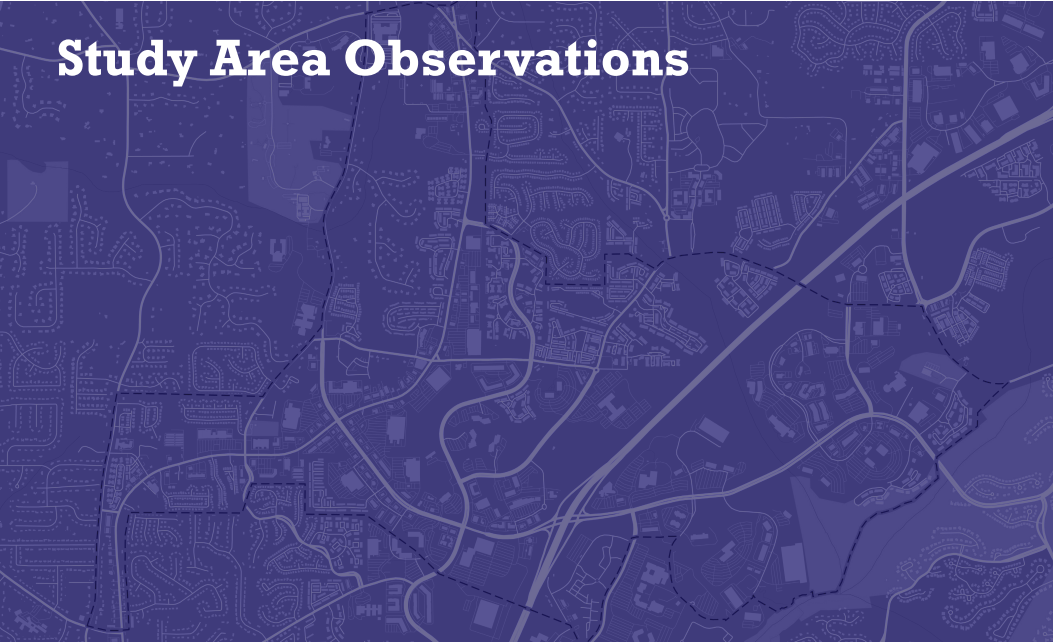
Outside the Office



Our Focus

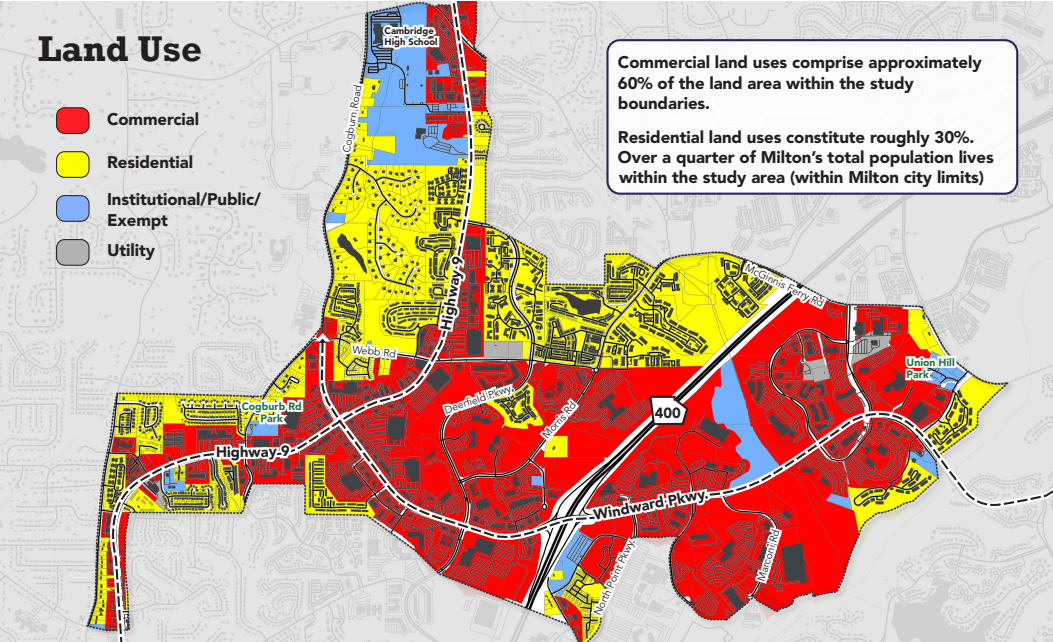


Study Area Observations



Land Use

- Commercial
- Residential
- Institutional/Public/Exempt
- Utility



Major Employers

● Top 10 Employers (Both Cities)

■ Office

■ Retail

■ Institutional

All 10 of Milton's top 10 employers are within the study area (6 office, 3 retail, 1 school).

7 of 10 of Alpharetta's top employers are within/adjacent to the study area. All are office and cumulatively make up 2.21 million sq. ft., more than 10% of the city's total office inventory.

Hydrology & Topography

■ Water Body

■ Floodplain

Highway 9 is a watershed divide. Water flows east to the Upper Big Creek subwatershed and west to the Copper Sandy Creek subwatershed.

There is a 170 foot grade change across the study area from Hwy 9 on the west to Big Creek on the east.



Camp Creek/Big Creek

Park Access

(Does not include pocket parks)

■ 10-Minute Walkshed

The vast majority of the residents and employees within the study area have limited access to public park space

Regional Trails

□ Study Area

□ City of Milton

□ City of Alpharetta

→ Big Creek Connection
(Regional Transportation Plan)

→ Milton Greenway Concept
(GDOT)

→ Proposed Trail

Trail infrastructure can catalyze real estate development

Trail systems encourage healthier lifestyles

Investments in trails, bike lanes and bicycle-sharing systems have high levels of return on investment

There is evidence of a correlation between access to trail facilities and increased property values

There is a reciprocal relationship between the private and public sectors in terms of maximizing investments in trails

- ULI Active Transportation and Real Estate: The Next Frontier

Big Creek Greenway

Market Analysis

Market Analysis

KEY FOCUS AREAS



Adapting to Change



Repositioning Suburban Office



Supporting Walkability and Connectivity

Reposition

Suburban Office

OFFICE

- There is **great uncertainty about the viability of conventional office space** given that work from home trends are likely to continue.
- At the same time, strong professional sector growth suggests **sustained demand for certain types of office space** and many establishments will likely lease space, just less of it.
- Return to office has nearly returned to pre-pandemic levels for those living within two miles, suggesting that **if commuting times are reasonable, workers would prefer to be at the office.**
- **Select office properties could be repositioned by amenitizing surrounding areas with new housing, retail, and place-based investments.**
- The recent success of **smaller-scaled office development along the Beltline** suggests a strategy forward



Adapt

To changing market, culture, and economy

RETAIL

- The market is supportive of more retail space, but it will need to be **smaller in scale, differentiated, and primarily serve the local community.**
- There is an opportunity to create **retail nodes** catalyzed by **place-based investments, parks and trails, and redevelopment.**
- There is an opportunity to leverage retail development and strategic tenanting to **improve the marketability of existing office space.**

HOTEL

- **Co-location of future hotels with retail/experiential nodes and transit accessibility** will improve marketability



Adapt

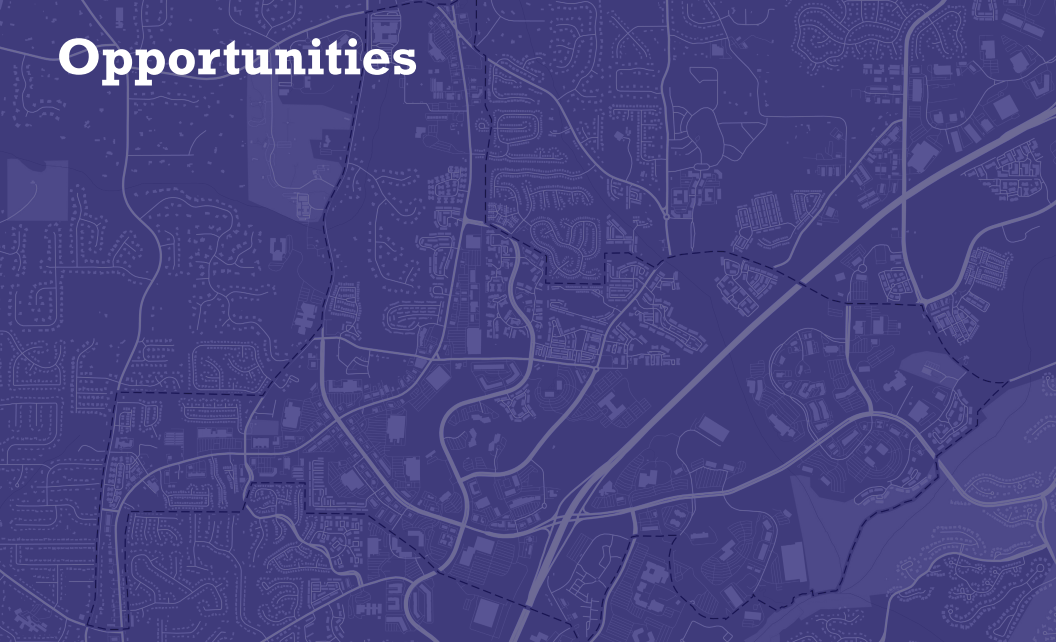
To changing market, culture, and economy

HOUSING

- There is **abundant demand to support new housing development**, including apartments and higher-density for-sale products (townhomes).
- Housing development can help **improve marketability of existing office space**.
- Linking new housing development with trails, pedestrian infrastructure, and future Marta station can **improve long-term transit-readiness**.
- Depending on scale of future housing development, **civic uses, including schools, may need to be incorporated**.



Opportunities



Cycle of Natural Obsolescence

Public authorities can be effective as the **first mover** to mitigate locational (economic) obsolescence

Absolute

Infrastructure Improvements
Public Space Improvements
Maintenance
Beautification
Pooled Private Investment
Management Tools (e.g., CID)

Relative

Amenity Creation
New Infrastructure & Public Space
Marketing & Promotion
Programming & Events
Incentives
Planning & Land Use Policy

Building stock and locations that naturally obsolesce provide the fertile ground for serving the future needs of the community.

First Mover

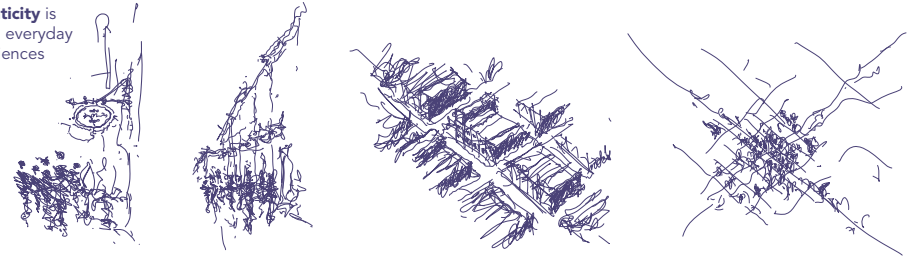
Obsolescence



Our Approach to Placemaking

A sense of place in any locality is made up of an agglomeration of smaller, distinct places and experiences

Authenticity is born from everyday experiences



Small, concentrated clusters of distinctive character and rich experience - anchored by existing green assets - can provide destinations that shape the perception of the greater Windward/Hwy 9 district.

- Distinctive** → Local Green Assets + Signature Design
- Co-created** → Programmed for Community
- Social** → Third Places for Comfort and Routine

Five Key Takeaways

Improving mobility is key to the success of the area.

It is hard to get around the district for both drivers and pedestrians, which causes stress and influences the perception/experience of the district.

The area lacks authentic and local experiences.

The study area lacks a “sense of place” and vibrant walkable destinations, making it challenging to compete with Avalon or Halcyon for dinner/drinks.

The quality of the built environment and amenities will influence working arrangements for large employers.

The quality of the surrounding district, the availability of green space, and a diversity of food/drink options and programmed amenities can help attract employees.

There is a need for additional parks and open spaces.

There is consensus among both residents and employees that green space with a variety of amenities and programming is lacking.

Major roadways divide as well as connect the district.

Windward Parkway is an unsafe pedestrian and vehicular barrier. GA 400 creates an east-west divide for retail and other amenities.

Next Steps

Following this meeting, our team will work on the following:

1. Refine opportunities and develop into a set of recommendations for improvements.
2. Share draft recommendations and potential improvements with the Core Group at a third meeting on October 24, and at a Community Meeting on November 15.





STAFF REPORT

Department: Community & Economic Development

Submitted By: Lance Morsell

Meeting Date: December 19, 2023

AGENDA ITEM:

Connect Forward Grant

STAFF RECOMMENDATION:

Approve the resolution creating the Connect Forward Grant and allocating \$50,000.

ITEM DESCRIPTION:

The Development Authority has previously discussed and provided feedback on the potential creation of the Connect Forward Grant. The goal of the Connect Forward Grant is to promote and incentivize investment by the City's office park and retail property owners into projects that increase public access to green spaces through improved pedestrian-focused infrastructure and creative place-making. The Alpharetta Development Authority seeks to incentivize investment that increases public value and creates experiential environments for the public and office users alike, thus promoting trade, commerce, and employment opportunities within the City. \$50,000 of the Development Authority's non-allocated budget would be appropriated for grant awards. The Authority may award up to ten percent (10%) of the proposed project's total cost, not to exceed a maximum award of \$15,000.00. Applications will be accepted on a rolling basis. The Development Authority will have approximately \$208k in reserve for economic development projects after this allocation.

ATTACHMENTS:

1. Connect-Forward-Application-Final-2023
2. Connect-Forward-Resolution-Final-2023
3. Connect Forward Grant Master Maps

Exhibit A:

Alpharetta's Connect Forward Grant

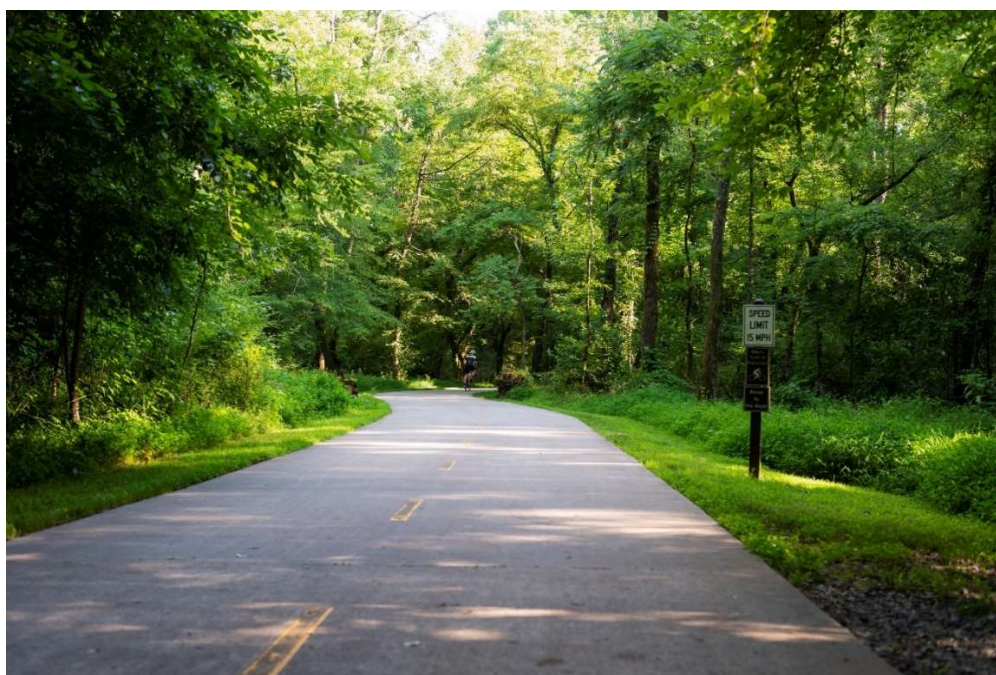
General Information

Purpose: The purpose of this document is to inform interested applicants of the Connect Forward Grant Process and eligibility criteria. All applications must be submitted to the Alpharetta Department of Community Development and approved by the Alpharetta Development Authority.

Goal: The goal of the Connect Forward Grant is to promote and incentivize investment by the City's office park and retail property owners into projects that increase public access to green spaces through improved pedestrian-focused infrastructure and creative place making. The Alpharetta Development Authority seeks to incentivize investment that increases public value and creates experiential environments for the public and office users alike, thus promoting trade, commerce, and employment opportunities within the City.

Grant amount and source funding:

The Connect Forward Grant is funded by the Alpharetta Development Authority, through funds it receives from the City Council to carry out the Authority's statutory purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good. The Authority has initially appropriated \$50,000.00 from its general fund to fund Connect Forward Grants. Grants for eligible projects will be made available on a matching basis, with the Authority offering awards of up to ten percent (10%) of the total project cost, with a maximum award of \$15,000.00. Applications will be accepted on a rolling basis and will continue to be accepted until such time as the grant funds are exhausted or the Authority terminates the Connect Forward Grant Program. The Connect Forward Grant is a reimbursement program. If grant funds are awarded, the applicant may receive reimbursement only after the applicant has expended funds on the project and submitted adequate documentation.





CITY OF ALPHARETTA
ECONOMIC DEVELOPMENT
2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6196

ALPHARETTA Connect Forward Grant

Alpharetta Development Authority's trail and creative placemaking Grant

Name: _____

Business: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Engineer's Name: _____

Engineer's Phone: _____

Contractor's Name (If known): _____

Contractor's Phone (If known): _____

Approximate cost of work to be done: _____

Approximate date work is to begin: _____

Work must begin and be completed within twelve (12) months of the date that the grant is awarded. Extensions of time for completion must be approved by the Development Authority.

Has the applicant met with City Staff prior to submission to review this project? _____

Give a general description of the project below. Attach a sketch or photo of the connections/placemaking efforts you intend to create. Please also include a copy of all quotes, budgets, or invoices associated with the project.

****A consultation with City staff is available prior to submission upon request. Please contact Lance Morsell at 678-297-6196 to schedule ****

Please complete application and remit to:

Attn: Lance Morsell, Economic Development Manager,
City of Alpharetta
Economic &Community Development
Department 2 Park Plaza
Alpharetta, GA 30009

For questions, please call or email Lance Morsell:
678-297-6196 office

lmorsell@alpharetta.ga.us

Eligibility Criteria:

- Applications will be accepted from owners of retail and/or office properties within the City which are adjacent to a public park, a public green space, or adjacent to the Alpha Loop or the Big Creek Greenway. Proposals by these applicants must demonstrate that the project will increase public access to public roadways, trails, or parks.
- All eligible proposals must be located within the City of Alpharetta's Windward Tech District, North Point Eco District, or the Brookside Masterplan area. Other geographic areas within the city may be added later at the discretion of the Development Authority of Alpharetta.
- *Additionally*, applications will be accepted from owners of retail and/or office properties within the City, regardless of whether they are adjacent to a public park or greenspace, if the project is for the purpose of creative placemaking and streetscape enhancements and will allow public access.
- Applicants should demonstrate how their proposed project will increase public access to greenspaces, increase pedestrian infrastructure, and/or will contribute to creative placemaking. Examples of projects that would qualify would include the following:
 - Construction of trails (minimum of 6' in width) that connect to public roadways, trails, or parks.
 - Projects that provide a public use easement across private property to public roadways, trails, or parks.
 - Green space created for outdoor gathering space that is accessible by a created trail. This can include pavement removal.
 - Creation of outdoor workspace that is also accessible by the public with a public use easement.
 - Branding/art/signage visible from public trails
- Projects that increase pedestrian access to created outdoor green space (i.e., through projects such as creating sidewalks that would be allowed for public use.)

Application Procedure and Decisions

- Complete the Connect Forward Grant Application and submit it with all supporting documentation to the City's Community Development Department.
- A consultation with the Community Development Department is required prior to submission. Please contact Lance Morsell, Economic Development Manager (678.297.6196) to make your appointment.
- Applications will be accepted on a rolling basis. Once received, staff will review your application and will make a recommendation to the Development Authority regarding the application and amount of award, if any. The final decision on all awards will be made by the Development Authority.
- The Authority may award up to ten percent (10%) of the proposed project's total cost, not to exceed a maximum award of \$15,000.00.
- The Authority, at its discretion, may place reasonable conditions on any grant award, whether recommended by City staff.
- Applicants will be advised as to the date the Development Authority will consider its application. However, applicants are not required to be present when the application is considered, and they shall be notified of the Development Authority's decision in writing.

Funding of Awards

- Approved Connect Forward awards shall be paid to the recipient upon notification to the Department of Community Development that the grant project has been completed and upon presentation of adequate documentation that the grant recipient incurred costs sufficient to justify the Authority's grant award. (Example, if the Authority awarded a 10% matching grant of \$5,000.00, the recipient must demonstrate that it has incurred costs of at least \$50,000.00 to complete the project).
- All approved projects must be completed within 12 months from the date the Authority approves the grant award, unless time is extended by the Authority.
- All applicable permits must be obtained from the City of Alpharetta, Community Development Department. Proof of permit may be requested. Failure of a grant recipient to comply with all permitting requirements may result in forfeiture of the grant award, at the discretion of the Authority.
- Property owner shall assume 100% responsibility to satisfy all local, state, and federal codes and regulations.



A RESOLUTION BY THE CITY OF ALPHARETTA DEVELOPMENT
AUTHORITY FOR ESTABLISHING AND IMPLEMENTING THE
CONNECT FORWARD GRANT PROGRAM; FOR APPROPRIATION
OF FUNDS; AND FOR OTHER PURPOSES

WHEREAS, the Alpharetta Development Authority ("the Authority") is a body corporate and politic of the State of Georgia pursuant to the provisions of the Development Authorities Law, O.C.G.A. § 36-62-1, et seq.; and,

WHEREAS, the Authority is authorized to transact business and exercise its powers as enumerated in the Development Authorities Law as authorized by resolution of the Alpharetta City Council, properly adopted and filed with the Secretary of State as required by law; and,

WHEREAS, the Authority is now existing and operating and its members have been duly appointed; and,

WHEREAS, the Authority is authorized pursuant to the Development Authorities Law to make and execute contracts and other instruments necessary to exercise the powers of the Authority and to receive and administer gifts, grants, and devises of property and to administer trusts (O.C.G.A. § 36-62-6); and,

WHEREAS, the Authority's purpose is to develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare and to promote the general welfare of the state (O.C.G.A. § 36-62-9); and,

WHEREAS, the Authority desires to establish and implement the Connect Forward Grant Program, as detailed in the Connect Forward Grant Application attached hereto as Exhibit "A", for the purposes of encouraging and incentivizing private investment from the City's office park and retail corridor property owners into the development of publicly accessible green spaces, pedestrian-focused infrastructure, and creative place making; and,

WHEREAS, the Authority desires to establish and implement the Connect Forward Grant Program with an initial appropriation from the general fund of the Authority in the amount Fifty Thousand and No/100 Dollars (\$50,000.00) to fund the grand program; and,

WHEREAS, this Resolution having come before the Authority pursuant to its rules and governing procedures and in accordance with all applicable laws, including all requisite public notice requirements;

NOW THEREFORE, BE IT RESOLVED by the Authority as follows:

1.

The Authority determines and finds that establishing and implementing the Connect Forward Grant Program as detailed in the Connect Forward Grant Application package attached hereto as Exhibit "A" will further trade, commerce, industry, and employment opportunities with the City in furtherance of the purposes and provisions of the Act.

2.

The Authority establishes and authorizes the implementation of the Connect Forward Grant Program consistent with Exhibit "A" and this Resolution, including, but not limited to the establishment of minimum qualifying criteria and standards that must be satisfied as a prerequisite for an applicant to obtain a grant from the Connect Forward Grant Program, scope of work eligible for consideration for a grant from the Connect Forward Grant Program, and minimum oversight and submission obligations of each grant recipient to ensure compliance with the terms and conditions of the Connect Forward Grant Program.

3.

The Authority authorizes the staff of the City's Community Development Department to accept applications for the Connect Forward Grant Program, to meet with applicants and gather additional information about the scope or details of an applicant's proposed project, and to make recommendations to the Authority for action upon applications to the Connect Forward Grant Program. Final approval of all grants shall rest exclusively with the Authority, and no grant funds shall be awarded to an applicant until the Authority has affirmatively approved the application.

4.

The Authority determines and finds that making an appropriation of funds from the general fund of the Authority to fund the Connect Forward Grant Program will further trade, commerce, industry, and employment opportunities with the City in furtherance of the purposes and provisions of the Act.

5.

The Authority appropriates from the general fund of the Authority the amount of Fifty Thousand and No/00 Dollars (\$50,000.00) to fund the Connect Forward Grant Program, amending its budget accordingly.

6.

The Authority authorizes and directs City staff to take any other actions consistent with this Resolution which are necessary to effectuate the Connect Forward Grant Program.

SO RESOLVED this ____ day of December, 2023.

CITY OF ALPHARETTA DEVELOPMENT AUTHORITY

By: _____
Jack Nugent, Chair

DEVELOPMENT AUTHORITY MEMBERS

Jill Bernard

Shawn Allen

David Chatham

John Goss

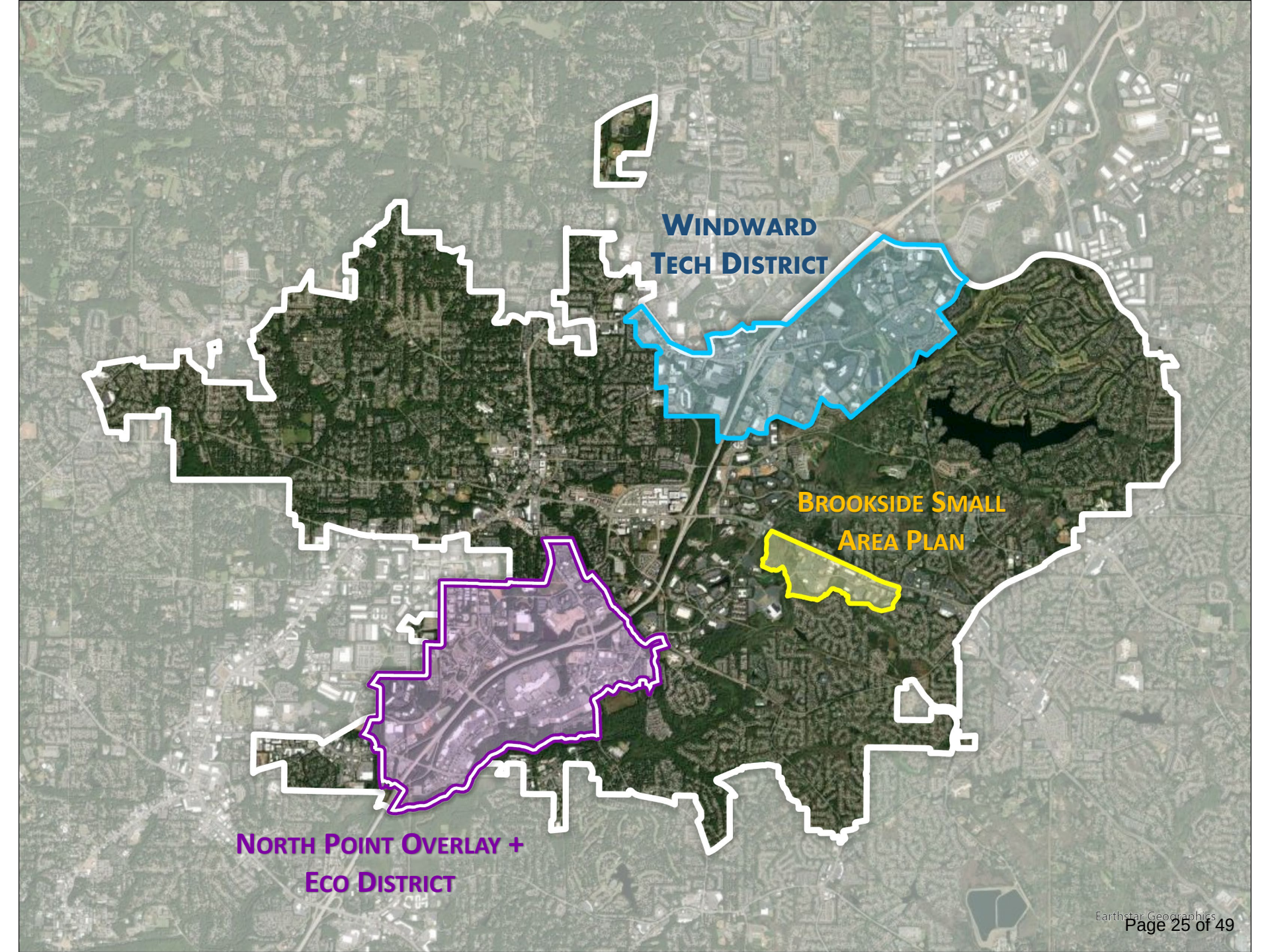
Morgan Reynolds

Attest:

Approved as to form and legal sufficiency:

Lance Morsell
Economic Development Manager

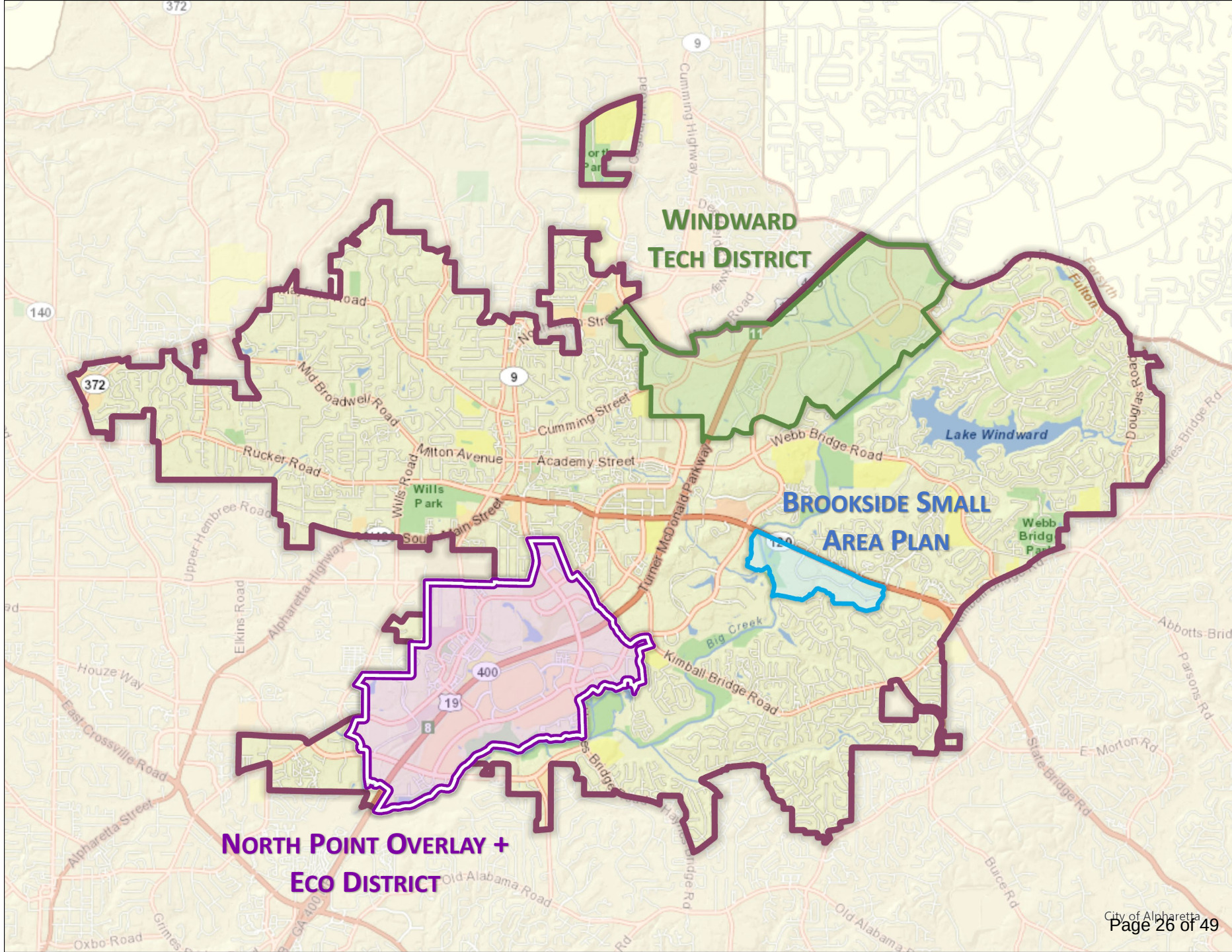
Melissa A. Tracy
City Attorney



**WINDWARD
TECH DISTRICT**

**BROOKSIDE SMALL
AREA PLAN**

**NORTH POINT OVERLAY +
ECO DISTRICT**



**WINDWARD
TECH DISTRICT**

**BROOKSIDE SMALL
AREA PLAN**

**NORTH POINT OVERLAY +
ECO DISTRICT**



STAFF REPORT

Department: Community & Economic Development
Submitted By: Charlotte Christian
Meeting Date: December 19, 2023

AGENDA ITEM:

Development Authority Time and Date Change

STAFF RECOMMENDATION:

Recommendation is to adopt the meeting time and date that is most convient for Authority Members for the 2024 calendar year.

ITEM DESCRIPTION:

Members of the Development Authority have suggested that they would like to consider changing the time of their meeting. Due to another meeting scheduled to take place in Council Chambers after Development Authority's currently scheduled 5 pm meetings on the third Tuesday of each month, the start time cannot be moved back on the current meeting schedule. Staff has collected availability and preferences from Development Authority members and the three potential options are:

1. To keep the meeting date and time as it has been at 5 pm on the third Tuesday of each month;
2. To move the meeting to 6 pm on the first Tuesday of each month; or
3. To move the meeting to 6 pm on the second Thursday of each month.

ATTACHMENTS:

1. potential development authority 2024 dates

Potential 2024 Development Authority Meeting Dates

	Current- 3 rd Tuesday, 5-7 pm	1 st Tuesday, 6-8 pm	2 nd Thursday, 6-8 pm
January	1/16 *Note: proximity to MLK day	1/2 *Would be cancelled and held as a special called session on another date due to conflict	1/11 (Note: proximity to MLK Day)
February	2/20	2/6	2/8
March	3/19	3/5	3/14
April	4/16	4/2 *Note: During Fulton County Schools' Spring Break	4/11 *Would be cancelled and held as a special called session on another date due to conflict
May	5/21	5/7	5/2
June	6/18	6/4	6/13
July	7/16	7/2 *Note: proximity to 4 th of July	7/11
August	8/20	8/6	8/8
September	9/17	9/3 *Note: proximity to Labor Day	9/12
October	10/15 * Note: During Fulton County Schools' Fall Break	10/1	10/10
November	11/19	11/12	11/14
December	12/17	12/3	12/12

Relevant Dates in 2024

- ❖ 01/01 - New Year's Day
- ❖ 01/15 - Martin Luther King Jr. Day
- 3/30-4/7 Fulton County Schools Spring Break
- 05/09 – Taste of Alpharetta
- 05/23- Last Day of School for Fulton County Schools
- ❖ 05/27 - Memorial Day
- 06/19 - Juneteenth
- ❖ 07/04 - Independence Day
- ❖ 07/05 - City's Designated Floating Holiday
- ❖ 09/02 - Labor Day
- 10/11-10/12 – Wire and Wood Festival
- 10/14- 10/16- Fall Break for Fulton County Schools
- 10/23-11/3 – Diwali
- 10/31- Halloween
- 11/23 – Alpharetta Tree Lighting
- ❖ 11/28 - Thanksgiving Day
- ❖ 11/29 - Day After Thanksgiving
- 12/7- Hop and Shop Christmas Markets
- 12/19- Last day of first semester for Fulton County schools
- ❖ 12/24 - Christmas Eve
- ❖ 12/25 - Christmas Day
- 12/26-1/1 – Kwanzaa
- 12/25-1/2 Hanukkah

Key

- ❖ Holiday- City Hall Closed
- Holiday- City Hall Open
- Fulton County School
- City Special Event



STAFF REPORT

Department: Community & Economic Development
Submitted By: Lance Morsell
Meeting Date: December 19, 2023

AGENDA ITEM:

Land Use Restriction Agreement: TPA Lakeview

STAFF RECOMMENDATION:

Approve the resolution for the Land Use Restriction Agreement for TPA Lakeview. Approval of the resolution authorize the formal execution of the LURA.

ITEM DESCRIPTION:

TPA Lakeview entered into a tax abatement agreement with the Alpharetta Development Authority dated August 2022. As a part of the agreement, at least 15% of the multifamily built out, which is a proposed 255 units, will be at no more than 2% of the area median income (AMI) based on the numbers of persons in the unit. The United States Department of Housing and Urban Development calculates AMI on an annual basis. A certificate of occupancy cannot be issued until this agreement is activated. The project has progressed to the point of activating this agreement. The affordability period will run for 10 years.

ATTACHMENTS:

1. LURA-TPA-December-2023
2. TPA-LURA-Resolution-2023

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

*This instrument was prepared by
and after recording please return to:*

**Alston & Bird LLP
Attn: Alison B. Jones, Esq.
1201 W. Peachtree Street
Atlanta, GA 30309**

LAND USE RESTRICTION AGREEMENT

by

LWV TPA LAKEVIEW RESIDENCES, LLC

for the benefit of

CITY OF ALPHARETTA

Relating to:

LAKEVIEW MULTIFAMILY

Dated as of November __, 2023

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (as amended, modified or supplemented from time to time, the “LURA”) is made and entered into as of December ____, 2023 (the “Effective Date”), by **LWV TPA LAKEVIEW RESIDENCES, LLC**, a Delaware limited liability company (together with its successors, assigns and transferees of the Property (as hereinafter defined), “Owner”) for the benefit of the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia (“City”).

WITNESSETH:

WHEREAS, Zoning Ordinance MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village was adopted by the City (“Ordinance”) with respect to the potential development of the Project on the Property; and

WHEREAS, the Ordinance further provides that no certificate of occupancy shall be issued for the Project until the owner provides a copy of a recorded land use restriction agreement in the form promulgated by the City; and

NOW, THEREFORE, it is hereby agreed by Owner as follows:

1. **Definitions.** As used in this LURA, the terms below shall have the following meanings:

“Affordability Period” means a period beginning on the date that a certificate of occupancy is issued for the Property and expiring ten (10) years thereafter.

“AMI” means the area median household income for the City of Alpharetta as published by the latest US Census.

“Project” means the 255 unit multifamily residential rental project to be constructed on the Property.

“Property” means the land described on Exhibit A attached hereto and incorporated herein.

“Residential Rental Dwelling Unit” means a single residential dwelling unit offered for rental, provided that the following shall not constitute a Residential Rental Dwelling Unit: (i) rooms or units that are restricted for use or occupancy by students, faculty or staff at a college, university or other non-profit education-related entity, (ii) rooms or units in a hotel or motel, and (iii) units or rooms in a hospital, nursing home, assisted living facility or other health-care facility.

2. **Affordability Requirements.** All requirements of this Section 2 shall apply for the Affordability Period. Owner agrees that at least fifteen percent (15%) of the total Residential Rental Dwelling Units shall be reserved for lease for monthly rental amounts that do not exceed two percent (2%) of the AMI for the family size having the same number of persons.

3. **Verification; Record Keeping.**

- a) During the Affordability Period, Owner shall maintain complete and accurate records pertaining to the compliance with the terms herein. Upon reasonable notice and at reasonable times, Owner will permit the City or its designee to inspect the books and records of Owner solely for the purpose of verifying compliance by Owner hereunder. Owner shall keep information as set forth in this Section 3 for a two-year period.

b) The City may appoint a third-party agent to monitor Owner's compliance with the terms and conditions of this Agreement on behalf of the City upon receipt of written notice from the City identifying such designee.

4. **Sale, Lease or Transfer of Property.**

a) Owner expressly acknowledges and agrees the obligations under this LURA shall survive any sale, lease, exchange, assignment, or other transfer of all or any portion of the Property ("Disposition"). Owner shall obtain the express agreement from any transferee to assume in writing all duties and obligations of Owner under this LURA. If the proposed transferee with respect to a Disposition of all (but not a part of the Property) has agreed to perform the obligations of Owner under this LURA Owner shall be released from its obligations hereunder, and the City shall upon request, execute a release by recordable written instrument effecting such release.

b) The restrictions contained in the foregoing provisions of this Section 4 shall not be applicable to the following: (i) grants of utility related easements and utility and other service related leases or easements, including without limitation, laundry service leases or television cable easements, over portions of the Property, (ii) leases of Residential Rental Dwelling Units to which are not reserved for the affordability requirements set forth herein, or (iii) any sale or conveyance to a condemning governmental authority as a direct result of a condemnation or a governmental taking or a threat thereof.

5. **Default.**

a) Upon a violation of any provision, covenant, condition or obligation of this LURA, the City shall give written notice thereof to Owner. Owner shall have sixty (60) days after the date such notice (or such longer period as may be consented to by the City, in its sole discretion) to cure the violation.

b) If a violation is not cured to the reasonable satisfaction of the City within the time period provided in Section 7(a), the City shall be entitled to apply to any court, state or federal, for specific performance of this LURA or for an injunction against any violation of this LURA, since the injury to the City would be irreparable and the amount of damage would be difficult to ascertain, and in each case, the City shall also be entitled to recover reasonable attorneys' fees and costs actually incurred.

6. **Covenants Run with the Land and the Real Property.** The City and Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land, shall run with the Property, and shall pass to and be binding upon Owner and its successors in title and Owner's successors and assigns. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth in such contract, deed or other instrument.

7. **Severability.** The invalidity of any clause, part or provision of this LURA shall not affect the validity of the remaining portions thereof.

8. **Governing Law.** This LURA shall be governed exclusively by and construed in accordance with the applicable laws of the State of Georgia.

9. **Amendment.** This LURA shall not be amended except by a writing duly executed by each of the parties hereto, provided that Owner shall not have the authority to amend this LURA to incorporate greater restrictions, burdens or limitations on any portion of the Property it does not own at the time of such amendment or modification. Notwithstanding the foregoing, the City shall be entitled to waive the

requirements of this LURA running to its benefit or terminate this LURA, in either case, without the consent of any other party hereto or owner of any portion of the Property.

10. **No Individual Liability.** No covenant or agreement contained in this LURA shall be deemed to be the covenant or agreement of any officer, commissioner, agent or employee, director, or member of the City, or any member or limited partner of Owner, or any officer, agent, employee, director, or member of Owner or City, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution hereof. The terms of this LURA do not impose any liability on the City.

11. **Notices.** All notices, demands or acknowledgements permitted or required by this LURA shall be sent by first-class, certified or registered mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission to the City or Owner at the addresses set forth below, or to such other place as the City may from time to time designate in writing.

If to the City, to:

City of Alpharetta
Community Development
2 Park Plaza
Alpharetta, GA 30009
Attn: Brian Borden
Development & Planning Manager
Telephone: 678-297-6076

If to Owner, to:

LWV TPA Lakeview Residences, LLC
c/o TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
Attn:
Email: mprince@tpa-grp.com

and

Long Wharf Capital LLC
One Federal Street, 26th Floor
Boston, MA 02110
Attn: Executive Managing Director

and

Long Wharf Capital LLC
One Federal Street, 26th Floor
Boston, MA 02110
Attn: John Owens

Email: john.owens@longwharf.com

with a courtesy copy to:

DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02110
Attn: John Sullivan, Esq.
Email: john.sullivan@dlapiper.com

IN WITNESS WHEREOF, Owner has executed this LURA under seal on the date first above written.

OWNER

LWV TPA LAKEVIEW RESIDENCES, LLC,
a Delaware limited liability company

By: _____
Name: J. Bradford Smith
Title: Authorized Signatory

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(Notarial Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
GA 400 Center / Lakeview Park / Tech 360
Proposed Lot 4D-5 ~ Multi-Family Residential Parcel

All of that tract or parcel of land lying and being in Land Lots 753 & 753 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

Commencing at an iron pin found (1/2" rebar) located at the most southerly margin of the curved intersection formed by the southeasterly right-of-way line of Lakeview Parkway (100' r/w; Plat Book 209, Page 41) with the existing southwesterly right-of-way line of Haynes Bridge Road (variable r/w) and proceed thence along said existing southwesterly right-of-way line of Haynes Bridge Road (variable r/w) 8.15 feet along the arc of a curve to the Left, said curve having a radius of 100.00 feet and being subtended by a chord of North 30°22'19" West, 8.14 feet to a point located on the proposed southwesterly right-of-way line of Haynes Bridge Road (variable r/w); thence along said proposed southwesterly right-of-way line of Haynes Bridge Road (variable r/w) for the following courses and distances;

- 1) 207.10 feet along the arc of a curve to the Right, said curve having a radius of 3711.94 feet and being subtended by a chord of South 26°55'06" East, 207.07 feet to a point;
- 2) thence South 25°19'12" East for a distance of 2.09 feet to the **Point of Beginning**.

From the **Point of Beginning** thus established; continue thence along the aforementioned proposed southwesterly right-of-way line of Haynes Bridge Road (variable r/w) for the following courses and distances;

- 1) South 25°19'12" East, a distance of 31.39 feet to a point;
- 2) thence 154.21 feet along the arc of a curve to the Right, said curve having a radius of 3081.04 feet and being subtended by a chord of South 23°53'10" East, 154.19 feet to a point;
- 3) thence South 22°27'08" East for a distance of 128.01 feet to a point located on the northwesterly right-of-way line of Georgia 400 (variable r/w, Project No. APD-F-056-I(6));

Thence departing said proposed southwesterly right-of-way line of Haynes Bridge Road (variable r/w) and proceed in a southwesterly & southerly direction along said northwesterly right-of-way line of Georgia 400 (variable r/w) the following courses and distances;

- 1) South 39°23'33" West for a distance of 50.55 feet to a concrete right-of-way monument found;
- 2) thence South 02°53'30" West for a distance of 113.88 feet to a concrete right-of-way monument found;
- 3) thence South 27°29'06" West for a distance of 66.46 feet to a concrete right-of-way monument found;
- 4) thence South 77°33'49" West for a distance of 135.42 feet to an iron pin found (7/8" open top pipe);
- 5) thence South 76°59'48" West for a distance of 122.49 feet to a concrete right-of-way monument found;
- 6) thence South 60°55'26" West for a distance of 90.77 feet to a concrete right-of-way monument found;
- 7) thence South 28°21'35" West for a distance of 12.40 feet to a point;

Thence departing said northwesterly right-of-way line of Georgia 400 (variable r/w) North 41°14'28" West for a distance of 41.53 feet to a point; thence North 52°47'08" West for a distance of 16.09 feet to a point; thence 37.68 feet along the arc of a curve to the Right, said curve having a radius of 168.86 feet and being subtended by a chord of North 46°23'37" West, 37.60 feet to a point; thence North 40°00'07" West for a distance of 230.24 feet to a point on the southeasterly proposed right-of-way line of Lake Street (proposed variable public right-of-way - to be privately maintained); Proceeding thence along said southeasterly proposed right-of-way line of Lake Street (proposed variable public right-of-way - to be privately maintained) for the following course and distances;

- 1) thence North 49°59'53" East for a distance of 550.17 feet to a point;

- 2) thence 18.93 feet along the arc of a curve to the Right, said curve having a radius of 71.50 feet and being subtended by a chord of South 87°48'48" East, 18.88 feet to a point;
- 3) thence South 80°13'43" East for a distance of 7.57 feet to a point;
- 4) thence 53.04 feet along the arc of a curve to the Left, said curve having a radius of 53.50 feet and being subtended by a chord of North 71°22'10" East, 50.89 feet to the **Point of Beginning**.

Said proposed tract or parcel containing 4.95936 Acres, or 216,030 square feet.

**CONSENT TO LAND USE RESTRICTION AGREEMENT
OF
DEVELOPMENT AUTHORITY OF ALPHARETTA**

The undersigned (the “Development Authority”), as fee owner of the real property described in **Exhibit “A”** attached hereto, hereby consents to this Land Use Restriction Agreement (the “LURA”) and hereby consents to the rights granted herein by **LWV TPA LAKEVIEW RESIDENCES, LLC**, a Delaware limited liability company (“Lessee”), as the “Company” under that certain Lease Agreement by and between the Lessee and the Development Authority, as “Issuer” thereunder, dated as of August 16, 2022 (as amended from time to time, the “Lease”). The Development Authority acknowledges and agrees that such LURA shall be deemed a Permitted Encumbrance (as defined in the Lease) for all purposes under the Lease.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this ____ day of _____, 2023.

DEVELOPMENT AUTHORITY:

DEVELOPMENT AUTHORITY OF ALPHARETTA

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

JOINDER, CONSENT AND SUBORDINATION OF LENDER

KNOW ALL MEN BY THESE PRESENTS: That New York Life Insurance Company ("Lender") whose address is 51 Madison Avenue, New York, New York, 10010-1603, is the owner and holder of the Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing recorded in Deed Book _____, page _____, Fulton County, Georgia Records.

LENDER does hereby consent to the execution, delivery, and recording of the Land Use Restriction Agreement by **LWV TPA LAKEVIEW RESIDENCES, LLC**, a Delaware limited liability company, for the benefit of the City of Alpharetta, to which this Joinder, Consent and Subordination is attached (the "LURA") and agrees that Lender's interest under the foregoing mortgage(s) shall be subject and subordinate to the terms and conditions of the LURA; provided however, nothing contained herein shall release Lender's interest under the foregoing deed to secure debt except as set forth herein.

IN WITNESS WHEREOF, the undersigned has executed this Joinder, Consent and Subordination of Lender this _____ day of _____, 2023.

LENDER:

Signed, sealed and delivered
in the presence of:

NEW YORK LIFE INSURANCE COMPANY

Unofficial Witness

By: _____

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

RESOLUTION

WHEREAS, the Development Authority of Alpharetta, a public body corporate and politic (the “Issuer”) created and existing pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62), as amended (the “Act”), and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia adopted on February 23, 1981, its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Issuer has been created and activated to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia; the Act empowers the Issuer to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 et seq.); as heretofore and hereafter amended, for the purpose of acquiring, constructing and installing any “project” (as defined in the Act) for lease or sale to prospective tenants or purchasers in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to that certain Indenture of Trust, dated August 12, 2022 (the “Indenture”), between the Issuer and Synovus Bank, as trustee (the “Trustee”), the Issuer issued its Taxable Revenue Bonds (LWV TPA Lakeview Residences, LLC Project), Series 2022, in the original aggregate principal amount of not to exceed \$95,800,000 (the “Bonds”); and

WHEREAS, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, entered into a Lease Agreement (the “Lease Agreement”), dated August 12, 2022, with LWV TPA Lakeview Residences LLC, a Delaware limited liability company (the “Company”), under the terms of which the Issuer agrees to finance the acquisition, construction, development and installation of certain land, buildings, structures, machinery, fixtures, furniture and equipment consisting of a mixed use building including a multi-family housing and retail space located in Alpharetta, Fulton County, Georgia (the “Project”), all as is more fully set forth in the Lease Agreement for the exclusive use and occupancy of the Company and its subtenants, as permitted pursuant to the Lease Agreement, and the Company agrees to pay to the Issuer specified rents and other payments which will be fully sufficient to pay the principal of and interest on the Bonds hereinafter authorized as the same become due and to pay certain administrative expenses in connection with said Bonds; and

WHEREAS, the Company has requested that the Issuer consent to the execution and delivery of a Land Use Restriction Agreement (the “Land Use Restriction Agreement”) by the Company for the benefit of the City of Alpharetta, Georgia.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF ALPHARETTA, AS FOLLOWS:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 2. Consent to Land Use Restriction Agreement. The execution, delivery and performance of the Land Use Restriction Agreement by the Company for the benefit of the City is hereby authorized and approved. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized to execute a consent to such Land Use Restriction Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Land Use Restriction Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the Issuer in his individual capacity.

Section 4. Severability of Invalid Provisions. If the agreement or provisions contained in this Resolution shall for any reason whatsoever be invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Land Use Restriction Agreement or any documents executed by the Issuer in connection therewith.

Section 5. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 1. Costs, Fees and Expenses. All costs and expenses in connection with the transaction hereinabove described, including the fees and expenses of the Issuer and their respective counsel shall be paid by the Company.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of December, 2023.

DEVELOPMENT AUTHORITY OF
ALPHARETTA

(SEAL)

By: _____
Chairman

Attest:

Secretary-Treasurer

Exhibit “A”

Form of Land Use Restriction Agreement

SECRETARY'S CERTIFICATE

I, the undersigned Secretary-Treasurer of the Development Authority of Alpharetta (the "Issuer"), DO HEREBY CERTIFY, that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution, adopted on December ____, 2023, by the directors of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

WITNESS my hand and the official seal of the Development Authority of Alpharetta, this ____ day of December, 2023.

Secretary
Development Authority of Alpharetta

(SEAL)



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: December 19, 2023

AGENDA ITEM:

Tech Alpharetta

STAFF RECOMMENDATION:

No action is needed. This item is for informational purposes only.

ITEM DESCRIPTION:

President and CEO of Tech Alpharetta, Karen Cashion, will provide a brief update on the tech incubator's progress and plans for 2024.

ATTACHMENTS:

None



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: December 19, 2023

AGENDA ITEM:

Alpharetta Chamber

STAFF RECOMMENDATION:

No action is needed; this item was for informational purposes only.

ITEM DESCRIPTION:

Outgoing Chairman and acting president of the Alpharetta Chamber of Commerce, Ted Schwartz, will provide a brief update on the Alpharetta Chamber and the Downtown District Initiative.

ATTACHMENTS:

None



STAFF REPORT

Department: Community & Economic Development

Submitted By:

Meeting Date: December 19, 2023

AGENDA ITEM:

Alpha Loop Foundation

STAFF RECOMMENDATION:

No action is needed; this item is for informational purposes only.

ITEM DESCRIPTION:

Development Authority Member and President of the Alpha Loop Foundation, John Goss, will provide an update on the Alpha Loop Foundation's progress in 2023 and plans for 2024.

ATTACHMENTS:

None



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: December 19, 2023

AGENDA ITEM:

City of Alpharetta Economic Development

STAFF RECOMMENDATION:

No action is needed on this item; this item is for informational purposes only.

ITEM DESCRIPTION:

City of Alpharetta Economic Development Staff will provide a brief update on their ongoing efforts.

ATTACHMENTS:

None