



CITY OF DUNWOODY
 41 Perimeter Center East, Suite 250
 Dunwoody, GA 30346
 Phone: 678.382.6700 • Fax: 678.382.6701
 www.dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: September 27, 2010
Subject: Intergovernmental Agreement with the City of Sandy Springs for Repaving Dunwoody Club Drive

BACKGROUND

In the five year paving plan presented to Mayor and Council earlier this year, the section of Dunwoody Club Drive between Spalding Drive and Happy Hollow Road was programmed for repaving in 2011. The border between Sandy Springs and Dunwoody follows the street centerline for nearly this entire segment of Dunwoody Club with Sandy Springs responsible for maintenance on the northern half of the road and Dunwoody responsible for the southern half.

The City of Dunwoody has the opportunity to share equally in \$141,031 of Local Assistance Road Program (LARP) funding that has been awarded to the City of Sandy Springs by the Georgia Department of Transportation for repaving Dunwoody Club Drive from Spalding Drive to Mt. Vernon Road. Sandy Springs anticipates bidding, contracting and completing the paving before the end of 2010.

At the September Work Session, the attached preliminary Intergovernmental Agreement (IGA) was presented that would enable the cities to jointly fund the paving of Dunwoody Club. Under the IGA Sandy Springs would bid and administer the contract for the paving project. In discussing this item at the Work Session, Council asked Public Works to consider ways to reduce speeds and better accommodate cyclists on Dunwoody Club.

DISCUSSION

Traffic Calming

The issue of speeding on Dunwoody Club was discussed at the July 26, 2010 Council Work Session. At that time, Council directed staff to conduct a traffic study to determine if a stop sign was warranted at the Dunwoody Club/Woodsong/Grapevine Run intersection. Traffic volume and speed measurements were recorded on August 26th and the following results were obtained:

- The traffic volume on Dunwoody Club is approximately 7,800 vehicles per day
- The average eastbound speed on Dunwoody Club west of the Woodsong intersection is 37 mph and 85% of vehicles are traveling less than 43 mph. These measurements are consistent with recent observations by Dunwoody Police running radar on Dunwoody Club.



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- The traffic volumes on the side streets at this intersection do not meet the minimum requirements to justify an all way stop

Considering the lack of justification for a stop sign and the observed speeds, Dunwoody and Sandy Springs Public Works staff discussed options for reducing speeds. Two solutions have been proposed:

1. Install radar signs on both sides of Dunwoody Club in this area. The cost for the signs would be shared evenly by the two cities
2. Evaluate the feasibility of a roundabout at the Grapevine Run/Woodsong intersection. Sandy Springs Public Works has expressed support for the concept and, if a roundabout proves to be feasible, has indicated that the project could be presented to Sandy Springs Council for approval to fund a portion of the construction.

Bicycle Accommodations

The Work Session discussion centered around two approaches for improving cycling conditions on Dunwoody Club: 1) moving the existing curb and increasing the pavement width to create bike lanes 2) reducing the lane width to provide more space between the white edge line and the curb for cyclists.

The first approach would be an involved, complex and relatively expensive project that would include earthwork, drainage, utility relocation and possible right of way acquisition. Because of the magnitude and cost of this type of retrofit project, the City should consider targeting key corridors that maximize connectivity and have favorable conditions for bicycles. When connectivity to destinations, road geometry, traffic and topography are considered, several other east-west routes through the City have advantages over Dunwoody Club for this type of project.

Regarding lane widths, the current lane widths range from just under 10 feet to 12.5 feet but are typically between 10 and 11 feet. Sandy Springs Public Works has indicated that 11 feet is their minimum standard for this type of road and they are not comfortable with a narrower width for their side of Dunwoody Club. Considering some of the current challenges to biking on Dunwoody Club, the traffic volume and the characteristics of the road, I would recommend a lane width of at least 10 feet on the Dunwoody side. This would provide 3 feet on average between the white line and the curb.

FUNDING

The IGA would be structured such that the two cities would share equally in the LARP funds (\$141,031) and cost for the common border segment of Dunwoody Club Drive. The anticipated cost to the City of Dunwoody is approximately \$235,000.



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RECOMMENDED ACTION

Public Works recommends entering into the IGA, leveraging \$70,000 in LARP funding to complete the resurfacing of Dunwoody Club in accordance with the current 5-year capital paving plan.

INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE CITIES OF
DUNWOODY, GEORGIA AND
SANDY SPRINGS, GEORGIA
FOR THE PAVING ON DUNWOODY CLUB DRIVE

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), is entered into by and among the cities of Dunwoody and Sandy Springs, Georgia (collectively referred to herein as the “Participating Cities”), as of the 27th day of September, 2010.

WHEREAS, the boundary line between the Participating Cities is acknowledged to be the centerline of Dunwoody Club Drive between Spalding Drive and Happy Hollow Road; and

WHEREAS, the Participating Cities are interested in collaborating to resurface this section of Dunwoody Club Drive; and

WHEREAS, the City of Sandy Springs has applied for and received up to \$141,030 in Local Assistance Road Program (LARP) funding from the Georgia Department of Transportation to resurface Dunwoody Club Drive from east of the intersection of Spalding Drive to a point 2.69 miles east of the intersection; and

WHEREAS, the total cost of the project is estimated to be \$625,000, with the cost of Dunwoody’s share of the project after LARP reimbursement estimated to be \$234,000.

WHEREAS, Dunwoody Club Drive is included in the 5-year paving plan for both Participating Cities; and

WHEREAS, it is more cost effective and practical for the entire road to be paved in its entirety; and

WHEREAS, Art. 9, § 3, ¶ 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services or for the joint or separate use of facilities or equipment; and

WHEREAS, each of the Participating Cities desires to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of all jurisdictions; and

WHEREAS, each of the Participating Cities has authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities jointly to resurface Dunwoody Club Drive from Spalding Drive to Happy Hollow Road (the Project).

ARTICLE 2

WORK

The work will consist of milling 2 inches of asphalt and placing 2 inches of 12.5 mm Superpave asphalt, patching as needed, striping and all required traffic control. All work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

ARTICLE 3

SPONSOR

Because contracting for paving will require a formal advertisement and bid process and because the City of Sandy Springs will be the LARP fund recipient, it is in the mutual interest of the Participating Cities to designate the City of Sandy Springs as the project sponsor. The sponsor shall coordinate the bid process to ensure compliance with any applicable purchasing policies, resolutions and/or ordinances of each of the Participating Cities. The sponsor shall receive bids from qualified contractors in accordance with established and published bid requirements and shall present acceptable (as determined by the Sponsor) bids for review and approval of the winning bidder. The sponsor will be responsible for contract administration and project management. The sponsor shall include the designated City of Dunwoody representative on all project correspondence.

ARTICLE 4

FUNDING

- (a) The LARP funding and the cost for the project will be shared equally by the Participating Cities. The City of Dunwoody will submit payment within 30 days of completion of the work.
- (b) The Contract shall require that the winning bidder complete the project to the satisfaction of each respective City. If any Participating City is not satisfied, such City shall have the right to dispute its portion of the payment to the winning bidder, and such right of each Participating City shall be included in the Contract.

ARTICLE 5

TERM OF AGREEMENT

This Agreement shall commence upon execution by all parties to this Agreement and shall continue in effect until final completion of the project but not for a period of more than twelve (12) months.

ARTICLE 6

NON-ASSIGNABILITY

None of the Participating Cities shall assign any of the obligations or benefits of this Agreement without the mutual written consent by resolutions of the councils of all Participating Cities.

ARTICLE 7

ENTIRE AGREEMENT

The Participating Cities acknowledge, each one to each of the others, that the terms of this Agreement constitute the entire understanding and agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 8

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of all Participating Cities.

ARTICLE 9

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 10

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 11

CONFLICT RESOLUTION

The City of Dunwoody has the right to have stop work upon providing Notice to the City of Sandy Springs if the Project is not being performed, in Dunwoody's sole discretion, to any standard specified by the City of Dunwoody. In such an event, if work is stopped, the Public Works Directors of the Participating Cities will resolve the conflict within 36 hours. If no agreement can be reached within the specified time period, the District 7 Engineer for the Department of Transportation shall be authorized to adjudicate the dispute. The adjudication process setfor herein shall not bar any Participating City to elect any other remedy allowed by law.

ARTICLE 11

INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City of Dunwoody defend, indemnify and hold harmless the City of Sandy Springs and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Dunwoody or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City of Dunwoody, its employees, officers and agents. The City of Dunwoody shall promptly notify the City of Sandy Springs of each claim, cooperate with the City of Sandy Springs in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Sandy Springs' participation.

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City of Sandy Springs defend, indemnify and hold harmless the City of Dunwoody and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Sandy Springs or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City of Sandy Springs, its employees, officers and agents. The City of Sandy Springs shall promptly notify the City of Dunwoody of each claim, cooperate with the City of Dunwoody in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Dunwoody's participation.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 12

COUNTERPARTS

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

ARTICLE 13

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia and proper venue for any actions arising out of this Agreement shall be Fulton or DeKalb County Superior Court.

ARTICLE 14

NOTICE

Notice may be given by a participating City or its attorney, or its Agent herein named, and shall be given by mail or by hand delivery to the following addresses:

If to the City of Dunwoody: Warren Hutmacher, City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With a Copy to:

Brian Anderson, City Attorney
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the City of Sandy Springs: John McDonough, City Manager
7840 Roswell Road
Building 500
Sandy Springs, Georgia 30350

With a Copy to:

Wendell K. Willard, City Attorney
Two Ravinia Drive
Suite 1360
Dunwoody, Georgia 30346

All notices are effective upon receipt. Any Participating City may change an address by giving written notice of said change of address to the other Participating Cities.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF DUNWOODY, GEORGIA

Ken Wright, Mayor

Approved as to form:

Brian Anderson, City Attorney

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

Approved as to form:

Wendell K. Willard, City Attorney

ATTEST:

City Clerk

(SEAL)

Warren Hutmacher, City Manager

ATTEST:

City Clerk

(SEAL)

John McDonough, City Manager