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## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** October 25, 2021

**Subject:** **Approval of an Amendment Westside Connector Project Grant Agreement with the Georgia Transportation Infrastructure Bank**

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### **ITEM DESCRIPTION**

Approval of a second amendment to the Westside Connector project grant agreement between the city and the Georgia Transportation Infrastructure Bank (GTIB) which is administered by the State Road and Tollway Authority (SRTA)

### **BACKGROUND**

In 2016, the City Council approved a grant agreement with the Georgia Transportation Infrastructure Bank to receive \$500,000 for preliminary engineering on the Westside Connector project. The project was conceived to provide a direct connection from the westbound I-285 off ramp at Ashford Dunwoody Road to Perimeter Center Parkway via Goldkist Drive. The purpose of this connection was to reduce traffic congestion and lane change conflicts on Ashford Dunwoody Road between I-285 and Hammond Drive.

The city submitted a concept design plan to the Georgia Department of Transportation (GDOT) in late 2018 and GDOT approved the concept report in 2019. In the final concept plan, the connector road had to be shifted further north of the Ashford Dunwoody off ramp and more on to the adjacent Ravinia property to make room for the planned I-285 managed lanes. Around the time the state approved the concept, the Ravinia parcel adjacent to I-285 and Ashford Dunwoody Road was rezoned for a parking deck and hotel located in the path of the proposed connector. Although the hotel development did not move forward, it became apparent that the right of way for the Westside Connector would be difficult and costly to obtain and staff begin exploring other options to address the long-term congestion at the Ashford Dunwoody interchange.

Earlier this year the Perimeter Community Improvement District in partnership with the city engaged a design consultant to explore alternatives to the Westside Connector. The city and PCID requested SRTA's approval to continue to use the GTIB grant funds for this effort. The attached second amendment to the original agreement reflects SRTA's suggested approach to move the project forward, which is to use \$105,000 of the remaining GTIB funds to identify a project that would improve congestion and benefit Ashford Dunwoody Road. The amendment also shifts the last \$190,939 of the funding for construction of at least one identified improvement and extends the term of the agreement to the end of 2023.

### **RECOMMENDED ACTION**

Staff recommends approval of the second amendment to the agreement between the Georgia Transportation Infrastructure Bank and the city.

**SECOND AMENDMENT**  
**To**  
**Georgia Transportation Infrastructure Bank Agreement for Grant Program**  
**Between**  
**Georgia Transportation Infrastructure Bank,**  
**By And Through The State Road And Tollway Authority**  
**And**  
**City of Dunwoody**  
**(Westside Connector Project)**

This Second Amendment (“Second Amendment”) to the Georgia Transportation Infrastructure Bank Agreement for Grant Program is effective as of September 21, 2021 (“Second Amendment Effective Date”), and is by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) and the City of Dunwoody. SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as the “GTIB.” The City of Dunwoody shall be referred to as the “Recipient.” The GTIB and Recipient may be collectively referred to as the “Parties.”

**WHEREAS**, the GTIB and Recipient entered into a Georgia Transportation Infrastructure Bank Agreement for Grant Program, dated November 21, 2016 (the “Agreement”), wherein the GTIB agreed to award a Grant in the Grant Amount to Recipient pursuant to the terms and conditions of the Agreement; and

**WHEREAS**, the Parties would like to amend the Agreement as set forth in this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Any capitalized term not specifically defined in this Second Amendment will have the same meaning assigned in the Agreement to that term.
2. The Project spend down Expiration Date is hereby extended by two (2) years until November 21, 2023.
3. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the following attached hereto as Exhibit 1 to this Second Amendment.
4. All other terms and conditions of the Agreement, as may have been previously amended and which are not expressly modified by this Second Amendment, shall be given full force and effect.

The Parties have signed, sealed, and delivered this Second Amendment as of the Second Amendment Effective Date.

State Road and Tollway Authority

Attest:

By: \_\_\_\_\_  
Christopher S. Tomlinson  
Executive Director

\_\_\_\_\_  
Merryl S. Mandus  
General Counsel

City of Dunwoody

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**EXHIBIT 1****EXHIBIT B****PROJECT INFORMATION**

<b>Project Name:</b>	<b>Westside Connector Project</b>
<b>Project Location:</b>	<b>City of Dunwoody, DeKalb County, Georgia</b>
<b>Project Scope:</b>	<p>The City will study the area surrounding the Ashford Dunwoody interchange at I-285 and identify projects that will improve congestion with a particular focus on projects benefitting Ashford Dunwoody Road. The City expects the study to cost approximately \$210,000 and will use \$105,000 in GTIB funds with the remaining cost to be funded using local matching funds. Upon completion of the study, the City will identify at least one project to implement in the area and will use GTIB funds in part for the CST phase to implement the project.</p> <p>The City will submit an amendment to this agreement prior to identifying and/or submitting draw requests for the selected project(s).</p>
<b>Grant Amount:</b>	<b>Five Hundred Thousand Dollars and No Cents (\$500,000)</b>
<b>Grant Purpose:</b>	<b>To fund a portion of the preliminary engineering and construction cost of the project.</b>
<b>Estimated Project Completion Date:</b>	<b>2023</b>
<b>Project Budget:</b>	<b>Twenty-Three Million Seven Hundred Fifty Thousand Dollars and No Cents (\$23,750,000)</b>

A breakdown of the Project Budget is as follows:

<b>ITEM</b>	<b>TOTAL</b>	<b>GTIB FUNDS</b>
Preliminary Engineering	\$1,100,000	\$309,060.76
Right-of-Way	\$10,000,000	N/A
Construction	\$12,650,000	\$190,939.24
<b>ESTIMATED TOTAL COST</b>	<b>\$23,750,000</b>	<b>\$500,000</b>