



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michelle Hirose, Public Works Deputy Director

Date: January 13, 2025

Subject: **Supplemental Agreement for the Project Framework Agreement with the Georgia Department of Transportation for the North Shallowford Path**

ACTION

Authorize the Mayor, City Manager, or designee to execute a supplemental agreement for the project framework agreement with the Georgia Department of Transportation to receive federal funding for design of the North Shallowford Path project.

SUMMARY

The original Project Framework Agreement (PFA) was executed on August 31, 2022. It included a preliminary design budget of \$700,000, comprising \$560,000 in federal funding and \$140,000 in local funding. The city has secured an additional federal grant of \$400,000 from the Atlanta Regional Commission's (ARC) Transportation Alternatives Program. This funding along with a local match of \$450,000 to complete the funding for design of a shared-use path on North Shallowford Road. The federal funding is managed by the Georgia Department of Transportation (GDOT) and requires approval and execution of a supplemental agreement to the PFA.

DETAILS

The Georgetown Master Plan refers to this project as the North Shallowford Road Multi-Modal Improvements. It will include the addition of sidewalks, bike lanes, landscaped buffers, pedestrian crossing enhancements, and improved lighting. The project scope focuses on incorporating separated bicycle lanes and finishing the existing sidewalks.

Project Schedule

Council Approved Design Contract – May 2024
 Public Information Open House – Fall 2025
 GDOT approval of the Concept Report – Winter 2026
 Right of Way Acquisition – Summer 2027
 Construction – Summer 2029

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a supplemental project agreement with the Georgia Department of Transportation to receive federal funding for design of the North Shallowford Path.

SUPPLEMENTAL AGREEMENT NO. 1
To the PROJECT FRAMEWORK AGREEMENT
By And Between
GEORGIA DEPARTMENT OF
TRANSPORTATION
And
CITY OF DUNWOODY

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction**
 CFDA # 20.219 - Recreational Trails Program

This Supplemental Agreement No. 1 to the Project Framework Agreement, (“Supplemental Agreement No. 1”), is made and entered into on this _____ (“Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DUNWOODY, GEORGIA, hereinafter called the "SPONSOR.”

WHEREAS, the DEPARTMENT and the SPONSOR entered into a Project Framework Agreement dated, August 31, 2022, for Contract ID: 48400-425-PFAOPD2202300 hereinafter called the “ORIGINAL AGREEMENT”, for the purpose of having the SPONSOR reimbursed federal funds for PI # 0019209, N Shallowford Rd fm Chamblee Dunwoody Rd to Cotillion Dr-LCI, this project proposes to provide pedestrian and bicycle accommodations by constructing a shared-use path along North Shallowford Road from Cotillion Drive to Chamblee Dunwoody Road/Peeler Road, a distance of approximately 0.8 miles within the City of Dunwoody, DeKalb County, Georgia, such work hereinafter called the “PROJECT”, and

WHEREAS, the DEPARTMENT and the SPONSOR agree that changes to the ORIGINAL AGREEMENT are needed to increase the federal Preliminary Engineering funding of the PROJECT.

NOW, THEREFORE, THE PARTIES mutually agree that for and in consideration of the mutual benefits to flow from each to the other the ORIGINAL AGREEMENT shall be modified as follows:

1. Exhibit A, attached to the Original Agreement dated August 31, 2022, shall be deleted in its entirety and replaced with Revised Exhibit A, attached hereto and incorporated herein.
2. Except as modified, changed or amended all terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.
3. The WHEREAS clauses and Exhibits hereto are a part of this Supplemental Agreement No. 1 and are incorporated herein by reference.

4. The following Attachments hereto are a part of this Supplemental Agreement No. 1 and incorporated herein by reference:

ATTACHMENT A: Budge Estimate

ATTACHMENT B: Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

5. The ORIGINAL AGREEMENT, as amended, constitutes the full, complete and entire understanding between the Parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

CITY OF DUNWOODY, Georgia

By: _____
Commissioner

By: _____
Mayor Lynn Deutsch

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness: Jessica Holmes, Deputy Clerk

Notary Public: Cindi Hanson, Executive Assistant

This Agreement, approved by THE
CITY OF DUNWOODY, the

Attest:

Sharon Lowery, City Clerk

26-3687535
Federal Employer Identification
Number:

EXHIBIT A

FY 2024-2027 Transportation Improvement Program - Sorted by ARC Project Number

DK-462	NORTH SHALLOWFORD ROAD MULTIUSE PATH	Jurisdiction	DeKalb County	Existing	Planned	Length (mi.)	Network Year
0019209	FROM CHAMBLEE-DUNWOODY ROAD TO COTILLION DRIVE	Sponsor	City of Dunwoody	N/A	N/A	0.7	TBD
Programmed		Service Type	Last Mile Connectivity / Sidepaths and Trails		Analysis Exempt from Air Quality Analysis (40 CFR 93)		LCI <input checked="" type="checkbox"/> Flex <input type="checkbox"/>

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	AUTH	2022	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC) - LCI Setaside for Implementation	\$560,000	\$0,000	\$140,000	\$0,000	\$700,000
PE		2025	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	\$400,000	\$0,000	\$450,000	\$0,000	\$850,000
ROW		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$175,000	\$0,000	\$175,000
CST		2028	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$2,800,000	\$0,000	\$2,800,000
				\$960,000	\$0,000	\$3,565,000	\$0,000	\$4,525,000

**ATTACHMENT A
BUDGET ESTIMATE**

Original Project Framework Agreement (PFA) Amount

Original PFA Federal Share:	\$560,000.00
Original PFA Local Share:	\$140,000.00
Total Original PFA Amount:	\$700,000.00
Total Original PFA Eligible for Reimbursement:	\$560,000.00

Supplemental Agreement (SA) No. 1 Amount

SA Federal Share:	\$400,000.00
SA Local Share:	\$100,000.00
Total SA Amount:	\$500,000.00
Total SA Eligible for Reimbursement:	\$400,000.00

**Composite Contract Totals
(Original Contract + Supplemental Agreement No. 1)**

Composite Contract Federal Share:	\$960,000.00
Composite Contract Local Share:	\$240,000.00
Composite Total Contract Amount:	\$1,200,000.00
Composite Total Eligible for Reimbursement:	\$960,000.00

**ATTACHMENT B
CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Eric Linton

Printed Name of Authorized Officer or Agent

City Manager

Title of Authorized Officer

Date