



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

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: January 27, 2024

Subject: **Project Agreement with the Perimeter Community Improvement District for Phase Two of the Ashford Dunwoody Trail Project**

ACTION

Authorize the Mayor, City Manager, or designee to execute a project agreement with the Perimeter Community Improvement District for Phase Two of the Ashford Dunwoody Trail project.

SUMMARY

The Ashford Dunwoody Road Trail project is a collaboration between the city and the Perimeter Community Improvement District (PCID). The attached project agreement sets forth the terms and conditions under which the city and PCID will implement Phase Two of the trail. Specifically, the agreement states that the city will continue to manage the design process and will be responsible for construction. The PCID will be responsible for right of way acquisition on behalf of the city.

Per the agreement, project cost will be split evenly between the city and CID with a total projected cost of \$5,150,000 to acquire the right of way and complete the construction on the west side of Ashford Dunwoody Road up to Meadow Lane Road. The city's share of the funding is budgeted from Hotel/Motel Tax revenue.

The agreement states that the PCID will initiate discussions with the fifteen property owners for which right of way or easements are needed to construct the trail between Perimeter Center West and Ashford Center Parkway. The agreement includes \$150,000 for right of way acquisition services and \$900,000 for right of way purchases. The PCID's approach will be to seek right of way donations but funds for purchases are included for the four parcels on the west side of Ashford Dunwoody Road between Perimeter Center West and Meadow Lane Road if donations are not obtainable.

The anticipated construction cost included in the agreement for this segment is \$4,100,000. This will connect Phase 1 to the existing cycle track at Meadow Lane providing a continuous trail on the west side from Ashwood Parkway to Hammond Drive.

DETAILS

The PCID's Commuter Trail Master Plan recommends a bicycle path and enhanced sidewalks on Ashford Dunwoody Road between Hammond Drive and Mount Vernon Road. This project has been incorporated into the city's transportation plan and has been split into phases for



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funding purposes. Phase One in front of Perimeter Mall is nearing completion and preliminary right of way plans have been completed for the next phases up to Ashford Center Parkway.

The Ashford Dunwoody Trail is planned to consist of a two way, raised cycle track on the west side of Ashford Dunwoody Road between Hammond Drive and Perimeter Center North where it will transition to a one-way cycle track on both sides of Ashford Dunwoody up to Ashford Center Parkway. The cycle track will be separated from the roadway by a wide landscape buffer. The existing sidewalk will be replaced with a new wider sidewalk separated from the cycle track. Decorative elements of the project include brick seat walls at intersection corners, benches, new lighting, landscaping and a bus shelter. A separate trail project is planned on Ashford Center Parkway to connect Perimeter to Dunwoody Village via a cycle track being designed on Chamblee Dunwoody Road.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute a project agreement with the Perimeter Community Improvement District for Phase Two of the Ashford Dunwoody Trail project.

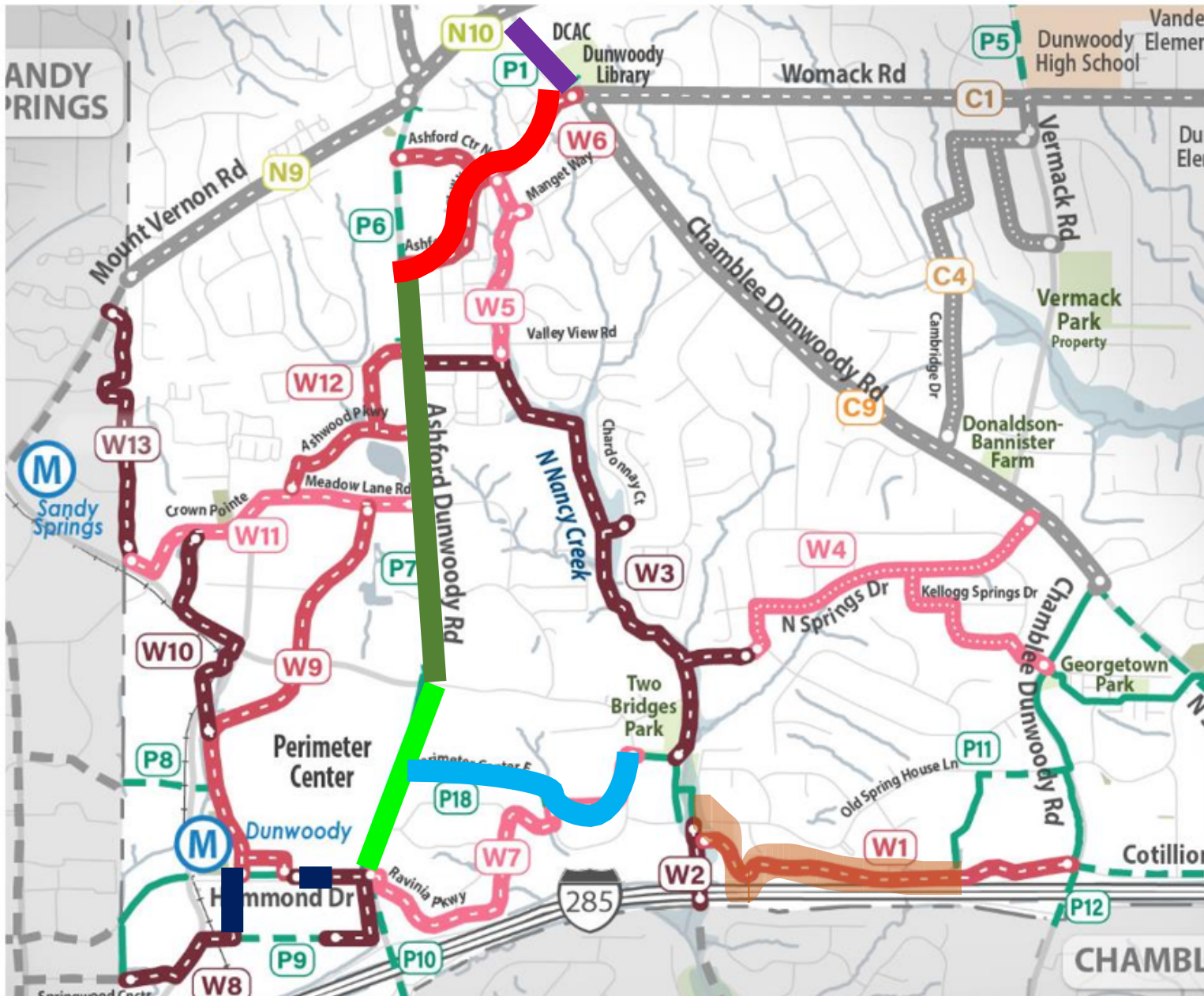


City of Dunwoody Georgia

Ashford Dunwoody Trail Phase Two Project Agreement

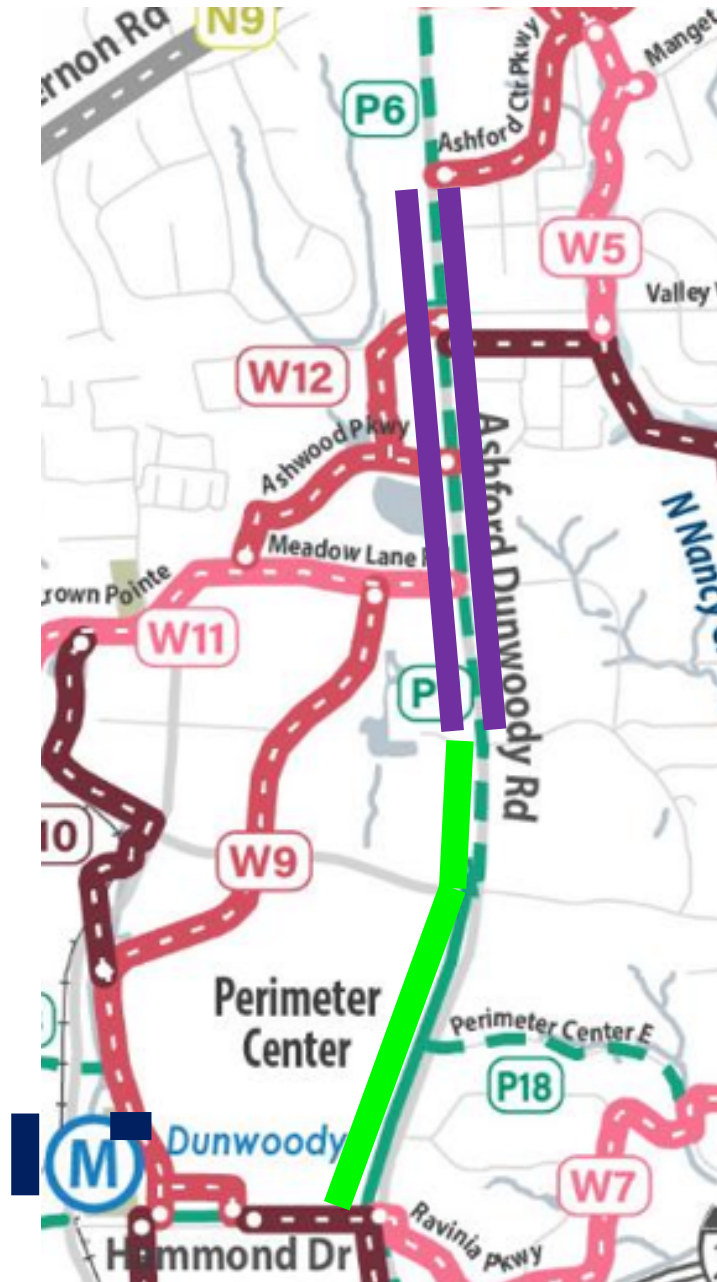
November 2024

Packet page:...



Active Westside Trail Projects

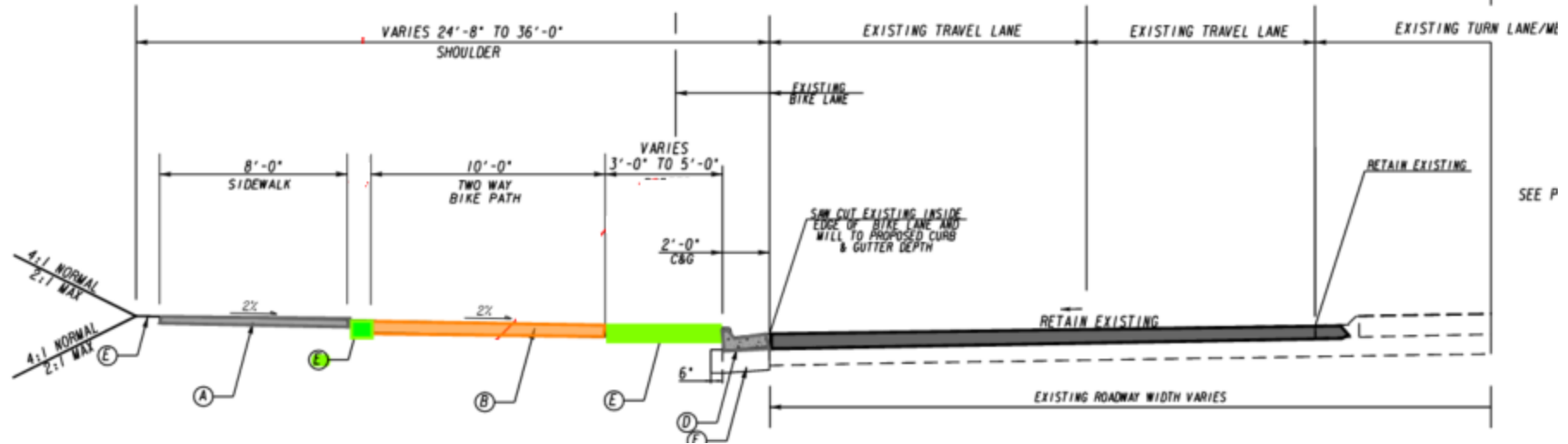
- Ashford Dunwoody Trail Phase 1
- Ashford Dunwoody Trail Phase 2
- Ashford Connector
- Village Crossroads
- Perimeter Center East Path
- Top End Trail
- Other Infill Projects



Two Way Cycle Track (West Side)

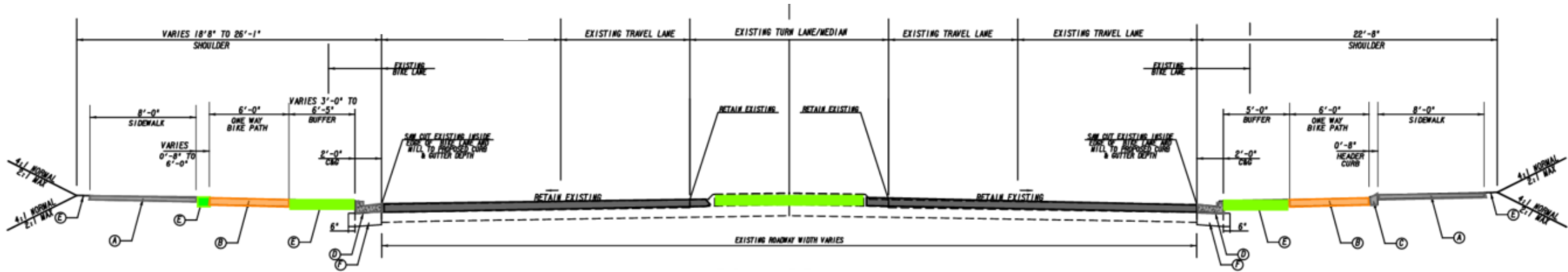


One Way Cycle Track (Both Sides)



Two-Way Cycle Track

West Side of Ashford Dunwoody from Perimeter Center West to Perimeter Center North

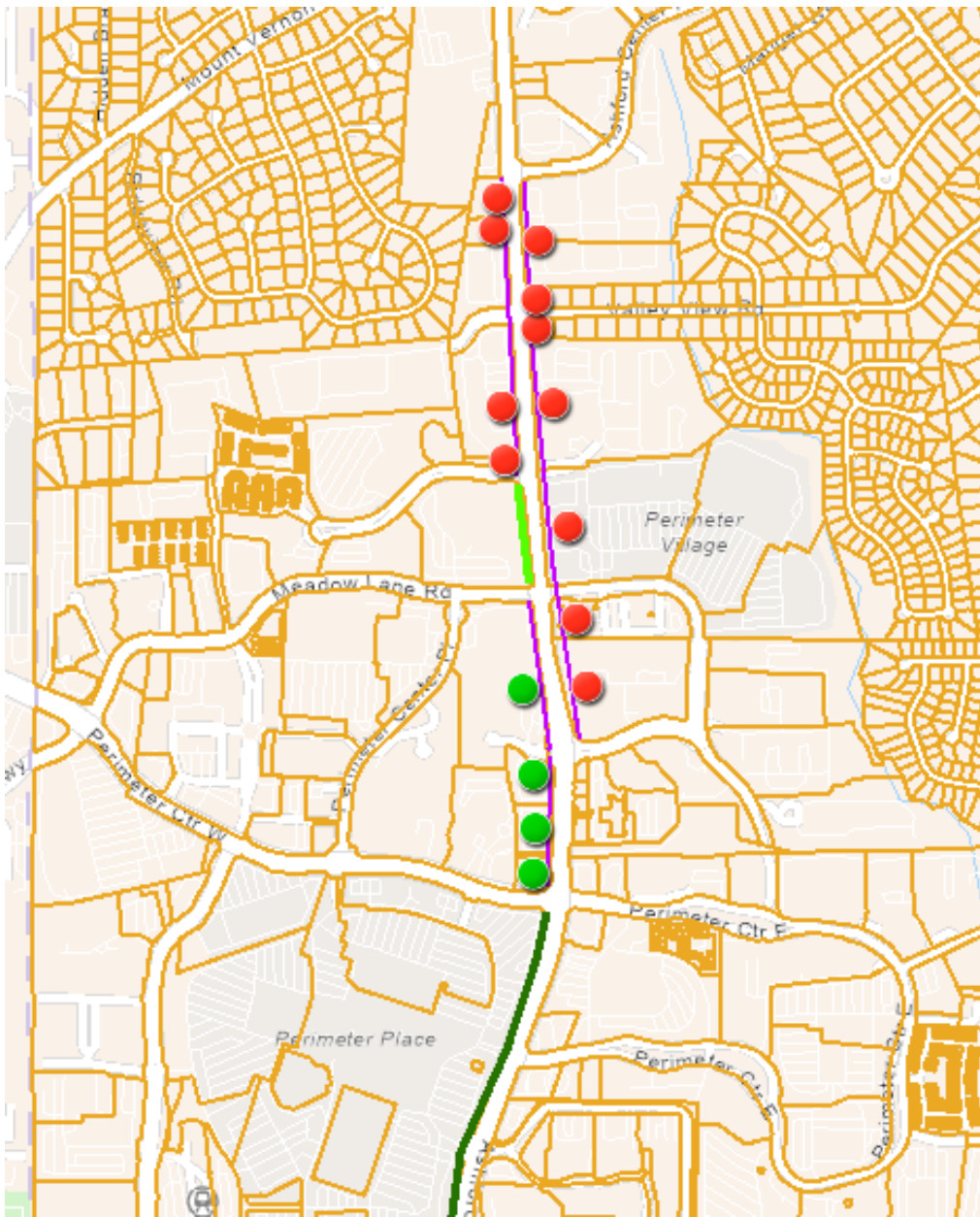


One-Way Cycle Track

Both Sides of Ashford Dunwoody from Perimeter Center North to Ashford Center Parkway

Phase Two Right of Way Acquisition

- Begin Seeking Donations from 15 Parcels Up to Ashford Center Parkway
- Agreement Includes Funding for Right of Way and Construction Funding for First 4 Parcels to Complete Trail on West Side up to Meadow Lane Road



Task	PCID Contribution	City Contribution	Total
Right of Way Acquisition Services (15 parcels to Ashford Center Parkway)	\$75,000	\$75,000	\$150,000
Right of Way Acquisition (4 parcels to Meadow Lane)	\$450,000	\$450,000	\$900,000
Construction	\$2,050,000	\$2,050,000	\$4,100,000
Phase 2 Total	\$2,575,000	\$2,575,000	\$5,150,000

**AGREEMENT BY AND BETWEEN THE CITY OF DUNWOODY AND
THE CENTRAL PERIMETER COMMUNITY IMPROVEMENT DISTRICT
FOR THE ASHFORD DUNWOODY CYCLE TRACK PROJECT, PHASE TWO**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the City of Dunwoody, Georgia (the "City"), a municipal corporation organized and existing under the laws of the State of Georgia, and the Central Perimeter Community Improvement District (the "CID"), a community improvement district organized and existing under the laws of the State of Georgia and located in the City of Dunwoody (the City and the CID each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the CID is a community improvement district authorized under 1987 Ga. Laws 5460; and

WHEREAS, the CID was created to, among other things, address and improve transportation in the CID area; and

WHEREAS, the City of Dunwoody has determined that facilitating and expediting the implementation of transportation improvement projects in the Dunwoody area with the CID will enhance air quality, reduce highway and street congestion, promote public safety, enhance economic development, and generally improve the quality of life in the City and surrounding area; and

WHEREAS, the CID is uniquely positioned to fund, facilitate, and expedite the implementation of transportation improvement projects impacting the City identified by the City and the CID; and

WHEREAS, the City and the CID desire to enter into this Agreement to set forth the terms and conditions pursuant to which the City and the CID will implement the Ashford Dunwoody Cycle Track, Phase Two project (the "Project") and the CID will contribute funds to the Project as set forth in Exhibit B, and as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.
THE PROJECT**

This Agreement sets forth the terms and conditions pursuant to which the City will implement the Project, as further described below. The entire Project shall comply with applicable federal and state laws and regulations and all City ordinances, rules, and regulations.

A. Project. The Project consists of the design, right-of-way acquisition, and construction of a cycle track and sidewalk, along Ashford Dunwoody Road, from Perimeter Center West Parkway to Meadow Lane. A map showing the general proposed path of the Project and delineating the Project is attached hereto as Exhibit A. The contemplated cost and funding for the entire Project is attached hereto as Exhibit B.

B. Phases of Project Work. The Parties hereby acknowledge and agree that the Project shall be divided into three (3) phases, as follows: (1) Preliminary Engineering; (2) Right-of-Way Acquisition; and (3) Construction. The Preliminary Engineering phase shall include, but not be limited to development of construction plans and bid documents. The Right-of-Way Acquisition phase shall be when the City acquires any rights-of-way required to construct the Project as designed during the Preliminary Engineering phase. Finally, the Construction phase of the Project shall be comprised of the construction work required to physically construct the Project as designed and engineered.

C. Additional Services for Future Phases of the Ashford Dunwoody Road cycle track. The Parties agree to work together in good faith to begin discussions with property owners along the Ashford Dunwoody corridor from Perimeter Center West Parkway to Ashford Center Parkway for the purposes of securing the rights-of-way and easements necessary for construction of any future segments of the cycle track.

D. Roles and Responsibilities of the Parties. The Project shall be managed by the City in compliance with the terms and conditions of this Agreement. The CID shall be responsible for procuring rights-of-way acquisition services during the Preliminary Engineering phase of the Project utilizing one of the CID's annual engineering services firms (the "Right-of-Way Acquisition Services"). The City shall be responsible for procuring any design services, and for completing the legal reviews and recording of all necessary Right-of-Way Acquisition documents, and for the Construction phases of the Project, as further set forth herein. The Parties agree to coordinate the work on the Project. The Parties further agree to work together in good faith to achieve the desired results for the Project, which may include monthly update meetings between the Parties, as may be requested by either Party.

The City will be responsible for coordinating and overseeing all work performed on the Project throughout each of the phases of work described in Section 1(B) above. The City's responsibilities shall include procuring the contractors needed for the Project including, but not limited to, construction management, construction inspection, material testing, as well as procurement of the construction contractor through the City's bidding process for local government funded projects. All such consultants and contractors hired for the Project are collectively referred to throughout as "Contractor(s)."

The City shall be responsible for obtaining contracts with the Contractors to perform the work required to complete the Project, and will have the right of approval of the Contractors for the Project.

The City shall also be responsible for obtaining any permits as may be necessary and appropriate to complete the Project. Any Project work affecting utilities shall further be coordinated by the City, or the State of Georgia, as applicable. The City shall inspect and approve any work performed pursuant to this Agreement.

Notwithstanding anything to the contrary herein, the City shall inform the CID of pre-construction activities as may be requested by the CID. The CID will assist the City, if requested by the City throughout the Project, in areas such as attending public meetings, attending City Council meetings, assisting with property owners during the Right-of-Way Acquisition phase, etc. Upon request from the City, the CID shall also review plan submittals, construction bid documents, and bids from construction contractors. Furthermore, the CID shall review Contractor proposals or

participate on procurement selection committees upon the City's request. The Parties understand and acknowledge that any involvement by the CID upon the City's request does not change the Parties' responsibilities and obligations under this Agreement.

E. Project Funding. The Total Estimated Project Cost is set forth in Exhibit B attached hereto. Detailed cost estimates will be provided by the City to the CID as they are updated and work progresses. The Parties acknowledge and agree that, for purposes of implementing the Project, the CID will be responsible for paying and will pay, up to the Total Estimated Project Cost of \$150,000, as noted in Exhibit B, for the Right-of-Way Services, as further explained herein. The City will reimburse the CID for half of the costs actually incurred by the CID for the Right-of-Way Services in accordance with the terms of this Agreement. Further, the Parties acknowledge and agree that the City will be responsible for paying and will pay the Total Estimated Project Cost for the Right-of-Way Acquisition and Construction phases of the Project, as set forth in Exhibit B hereto. The CID will reimburse the City for the costs of the Right-of-Way Acquisition and Construction phases in the amount set forth in "CID's Share" in Exhibit B. The goal of the Project funding shall be a 50/50 split between the CID and the City of Project costs. The Project costs for which the City shall be entitled to reimbursement pursuant to this Agreement shall be limited to fifty percent (50%) of the actual costs incurred and paid by the City, subject to the limitations of the estimates and prior approval and any amounts above said estimates, as provided for herein.

If the costs for the Project are expected to exceed the Total Estimated Project Costs set forth in Exhibit B, the City shall obtain written approval of the same from the CID before incurring any costs that would cause the Total Estimated Project Costs set forth in Exhibit B to be exceeded. For example, and without limitation, if the City's actual costs to be paid as compensation to property owners for obtaining rights-of-way will exceed the respective Total Estimated Project Cost set forth in Exhibit B, the City shall obtain the CID's written approval prior to incurring such costs or making such payments. The CID agrees to timely review said requests. The CID and the City further agree to use best efforts to mitigate any costs that would exceed the Total Estimated Project Costs. If the City makes such payment or approves such work that would cause the Total Estimated Project Costs to be exceeded before obtaining the CID's written approval, the City will be solely responsible for any and all costs incurred in excess of the respective Total Estimated Project Cost set forth in Exhibit B.

Except for the Right-of-Way Services cost, the CID will pay the City on a reimbursement basis. Upon receipt of a Contractor invoice, the City will then submit a reimbursement request to the CID by forwarding a copy of the City's invoice and proof of payment to the CID. The CID shall reimburse the City for the amount paid by the City within thirty (30) days of receipt of the City's invoice and proof of payment. In the event the City determines any amount requested by Contractor(s) should be withheld, the City shall provide the CID with a written notice of its intent to withhold payment from such Contractor, and the reason for the same.

For the Right-of-Way Services, the City shall pay the CID on a reimbursement basis. Upon receipt of a reimbursement request from the CID, the City shall reimburse the CID for the amount paid by the CID within thirty (30) days of receipt of the CID's invoice.

The City shall ensure the payment process set forth in this Agreement does not conflict with any payment agreement between it and Contractor(s) related to work that is governed by this Agreement. If, and when, the City recognizes any conflict between the payment processes, the City shall promptly notify the CID of the same, and the Parties shall agree on a mutually acceptable payment process.

2. TERM; TERMINATION

A. Term. This Agreement shall commence on the date hereof and shall remain in effect until terminated as described in this Section 2 or until completion of the Project.

B. Termination. Either Party may terminate this Agreement, in whole or in part, due to: failure of the other Party to fulfill its obligations under this Agreement in any respect (and such failure is not cured within thirty (30) days of notice of the same), or because of a failure to obtain funding for any Phase of the Project. In the event of termination for default of the CID, the CID shall be responsible for all costs associated with any obligations or commitments made by the City in respect to the Project, which may include obligations that extend beyond the termination date. In the event of termination for default of the City, the City shall be responsible for any costs it incurs after the date of such termination, and the CID shall not be responsible for reimbursing any such costs.

Subject to any right to cure, a Party shall terminate this Agreement by delivering to the other Party, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Such Notice of Termination shall be sent as provided in Section 8.

3. CONTRACTORS

The City shall ensure its contracts with the Contractor(s) abide by all applicable local, state, and federal laws, rules, and regulations. These contracts, in the aggregate, shall provide for costs of the work not to exceed the sum(s) approved for the Construction phase as described in Section 1(D) hereof.

The City shall also ensure its contracts with Contractor(s) state: (1) that such contract(s) is between the City and the Contractor, and that the CID has no obligations to the Contractor; and (2) that the Contractor shall indemnify, defend, and hold harmless the CID and the City for any damages and/or injuries resulting from acts or omissions of the Contractor(s) or anyone under their control. The CID shall not have privity of contract with the Contractor, and the City shall hold harmless the CID for any claims arising from the contracts between the City and the Contractor to the extent allowed by applicable law.

4. INVOICES; PAYMENT

The City shall be responsible for paying Contractors for their work on the Project, with the right to reimbursement from the CID as described herein. The City will require that Contractor invoices be itemized on a percentage-completed basis as described in the Project scope and schedule of work to show the date of service and description of service in sufficient detail and specificity to allow the Parties to determine precisely what work and services each payment covers. The CID will provide reimbursement to the City as provided in Section 1(E) above and shall have no obligation to the Contractor(s).

5.
ADDITIONAL SCOPE OF WORK; CHANGES IN PROJECT COSTS

Throughout the course of the Project, if the City becomes aware of a situation that will cause any approved Total Estimated Project Cost to be exceeded, or if the City identifies requirements to perform work beyond the scope of this Agreement or beyond any approved Total Estimated Project Cost for the Project for which payment is desired, the City shall promptly notify the CID in writing, and shall not proceed with such work or incur additional cost until the City receives written approval from the CID as set forth in this Section, which decision on such notice will not be unreasonably delayed. The written notice shall explain the additional work and how such additional work is considered outside the basic scope of work of this Agreement, and shall state the proposed cost for any such additional work. Such notice shall also set forth an explanation for any additional costs that will cause any approved Total Estimated Project Cost to be exceeded, along with the amount of such costs. The CID must approve by amendment to this Agreement any such additional work or costs in writing prior to the work being performed or the costs being incurred, which decision will not be unreasonably delayed. The CID shall not be responsible for the costs of any work performed under this Section 5 that has not first been approved by it in writing. Except as may otherwise be provided for in this Agreement, nothing in this Section shall obligate the CID to pay for work that it did not approve in writing in advance of such work being performed, nor shall the CID be obligated to approve an amendment to this Agreement for any work it does not approve.

6.
OWNERSHIP OF DATA AND DOCUMENTS

All Project documents, including, but not limited to, drawings, estimates, specifications, and data, are and remain the property of the City. The City is exclusively responsible for the supervision, control, and use of Project documents referenced herein, and shall take reasonable precautions to prevent unauthorized use or distribution, subject to all applicable laws of the State of Georgia. To the extent permitted by law, the CID agrees to comply with any requirements communicated by the City related to confidentiality of any Project documents or materials.

7.
CONTRACTOR INSURANCE REQUIREMENTS

The City shall ensure that each Contractor maintain, for the duration of its respective work on the Project, insurance in the following minimum limits:

A. Liability Insurance

1. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and

property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned, and hired vehicle liability.

4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. Professional (Errors and Omissions) Liability Insurance with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate.

B. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days' prior written notice to the City and the CID.

2. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City, the CID, and each of their boards, officials, directors, officers, employees, agents, and volunteers.

3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making the City, the CID, and each of their boards, officials, directors, officers, employees, agents, and volunteers additional Insureds under such policies.

4. All of the insurance herein specified shall be written on a form acceptable to the City and the CID and shall be A.M. Best Company rated AX or greater.

A copy of these endorsements shall be provided to the City and the CID.

C. Certificates of Insurance

Certificates of insurance showing that such coverage is in force shall be provided to both the City and the CID.

8. NOTICES

Any notices required under this Agreement shall be sent via certified mail, with an original by first class mail, and a copy via e-mail, to the following:

If to the City: City Manager

City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With a copy to: City Attorney
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the CID: Executive Director

Central Perimeter Community Improvement District
1100 Abernathy Road, N.E.
500 Northpark, Lobby Suite 15
Sandy Springs, Georgia 30328

All notices sent to the above names and addresses shall be binding unless such name or address has been changed in writing and provided to the other Party.

**9.
BINDING AGREEMENT; ASSIGNMENT**

The City and the CID each binds itself and its successors, administrators, and assigns to the other Party to this Agreement and to the successors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. Except as stated above, neither this Agreement nor the rights granted by it shall be assigned or transferred by either Party under any circumstances. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in abrogation of this prohibition is void. Nothing herein shall be construed as creating any personal liability on the part of any elected officials, officers, directors, employees, or agents of the Parties, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties to this Agreement.

**10.
LIMITATION OF LIABILITY**

Each Party's liability to the other Party arising out of or relating to this Agreement under any legal theory will be limited to direct damages. In no event will either Party be liable to the other Party for special, consequential, indirect, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost business, or lost opportunities, even if such Party has previously been advised of the possibility of such damages.

**11.
GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

12.
VENUE

This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purposes of venue, all suits or cause of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

13.
MODIFICATIONS; AMENDMENTS

This Agreement may not be amended or otherwise modified except by a writing signed by both Parties. More particularly, no amendment or modification of this Agreement shall be enforceable unless approved by action of the City Council and the Board of Directors of the CID.

14.
RELATIONSHIP

The Parties in the performance of this Agreement shall be acting in their own separate capacity and not as an agent, employee, partner, joint venture, or associate of the other. The officers, employees, agents, and representatives of each Party shall not be deemed or construed to be the officers, employees, agents, representatives, or partners of the other Party for any reason whatsoever.

15.
NON-DISCRIMINATION

During performance of this Agreement, neither Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws. This practice shall apply to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Each Party shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Each Party's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Each Party shall, in all solicitations or advertisements for employees placed by, or on behalf of, such Party, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state, and local laws.

Each Party shall cause the foregoing provisions to be inserted in all contracts and subcontracts for any work covered by the Agreement so that such provisions will be binding upon

each Contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

16.
ENTIRE AGREEMENT

This Agreement constitutes the sole agreement between the Parties for work and services to be performed on the Joint Project. No representation oral or written not incorporated herein shall be binding on the Parties.

17.
AUTHORITY

Each Party warrants and represents that it is authorized to execute and enter into this Agreement.

18.
HEADINGS

The headings contained herein are for the convenience of the Parties only and shall not be interpreted to limit or affect in any way the meaning of the provisions contained in this Agreement.

19.
SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

20.
WAIVER

No waiver by either Party of any term or provision of this Agreement or any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

21.
EFFECTIVE DATE

The effective date of this Agreement shall be the date first written above.

**22.
NO PRIVITY WITH OTHERS**

Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the CID and any person or entity other than the City.

**23.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Each Party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in four (4) counterparts, each to be considered as an original, by their authorized representatives, the day and date hereinabove written.

**CENTRAL PERIMETER COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name:

Title: Chairman

Date: _____

ATTEST:

By:

By: _____
Name: Ann Hanlon

Title: Executive Director

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF DUNWOODY

By: _____

Date: _____

ATTEST:

City Attorney

EXHIBIT A



EXHIBIT B**CONTEMPLATED COST AND FUNDING FOR THE PROJECT**

	Line Item Description	City of Dunwoody Share	CID Share	Total Estimated Project Cost
1.	Engineering and Design	(previous agreement)	(previous agreement)	N/A
2.	Right-of-Way Services	\$75,000	\$75,000	\$150,000
3.	Right-Of-Way Acquisition	\$450,000	\$450,000	\$900,000
4.	Construction	\$2,050,000	\$2,050,000	\$4,100,000
	TOTAL	\$2,575,000	\$2,575,000	\$5,150,000