



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 27, 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

<b>DK-462</b>	<b>NORTH SHALLOWFORD ROAD MULTIUSE PATH</b>	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
<b>Programmed</b>		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