

MEMORANDUM

To: Mayor and City Council

From: Chris Pike, Finance Director

Date: November 14, 2016

Subject: **SECOND READ: ORDINANCE TO ADOPT
INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE,
SALE AND EXCHANGE OF REAL ESTATE**

ITEM DESCRIPTION

Ordinance to adopt an intergovernmental agreement (IGA) with DeKalb County Board of Education (BOE) for the exchange of real estate and other related matters.

BACKGROUND

Over the past months, the City and the BOE have negotiated terms and agree in principal to the terms in the IGA. The accompanying "terms sheet" outlines the major components of the IGA. Those components include, but are not limited to:

- DeKalb County School District (DCSD) purchases from the City of Dunwoody (City) approximately 10.28 acres of the approximately 27.8 acres of the Dunwoody Park and Dunwoody Nature Center property at 5321 Roberts Drive.
- City purchases from DCSD:
 - The entire property located at 5435 Roberts Drive comprised of the existing Austin ES building and approximately 9.8 acres; and
 - Approximately 7.98 acres of the current Peachtree Charter Middle School (PCMS) site located at 4664 North Peachtree Rd.
- After the closing, DCSD will lease the Austin E.S. from the City until the school construction is completed. Construction will start only after the two new ball fields ready for use at the new site.
- City and DCSD will cooperatively share three fields and parking at the Peachtree Charter Middle School site for 25 years. Three fields include two new baseball fields as well as the existing track and football field.
- DCSD will pay City to make certain capital improvements to existing three ball fields sites including the construction of two new baseball fields and maintain those sites for 25 years.

- Permanent easements for access and parking as well as temporary construction easements. Other terms expire at the end of 25 years with the City retaining ownership of the two new baseball fields. DCSD maintains ownership of the track and field.
- Protective vegetative screening installed between school and neighboring homes to reduce visibility and sound. School obligated to maintain the vegetation throughout the 25 year term.

Staff has carefully considered the financial and operational benefits and costs of the IGA and feel the agreement aligns well with the City's primary mission and strategic goals. In broadest terms, the IGA exchanges property in the close proximity of Austin Elementary School to enable the BOE to build a new school while conveying other BOE property at Peachtree Charter Middle School to the City in exchange for needed improvements and for the relocation of the displayed ballfields near Austin Elementary School. More information was communicated at two joint public information meeting of the City and BOE to be hosted at City Hall. **Comments from those meetings were noted and carefully considered. Staff feels some minor adjustments to the contract may be needed. However, those adjustments can be easily incorporated into a supplemental agreement to be negotiated and brought back for approval prior to closing.**

Section 2.10(b)(7) of the City's Code of Ordinances requires an ordinance to convey City land. In addition, the City Purchasing Policy (approved 10-27-2014) outlines specific requirements of the "Land Acquisition Procurement Process". Past steps completed include appraisals and the execution of a Letter of Intent. With the approval of a Letter of Intent on October 4, 2016, staff began the steps necessary to close on the real estate exchange by the dates indicated in the IGA. Those steps include posting specific information on the City's website and conducting due diligence on the property to be acquired. Due diligence includes environmental testing, survey, and title work. Staff will continue to work over the next few weeks to complete the remaining required steps and identify any other reasonable steps that may be warranted. All due diligence and closing on the property exchange is anticipated to take place prior to December 31, 2016.

RECOMMENDED ACTION

Staff respectfully requests Council approve the ordinance to adopt an IGA with the BOE for the exchange of real estate and other related matters and direct staff to work on a supplemental agreement to be presented at the December Council meeting for approval.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2016-11-XX

**AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE, SALE AND EXCHANGE OF REAL ESTATE**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE, SALE AND EXCHANGE OF REAL ESTATE (this "**Agreement**") is entered into as of the ____ day of _____, 2016, by and between the **DEKALB COUNTY BOARD OF EDUCATION**, the governing body of the DeKalb County School District (the "**District**" or "**BOE**"), a political subdivision of the State of Georgia, and **THE CITY OF DUNWOODY, GEORGIA**, a municipality of the State of Georgia ("**City**").

WHEREAS, the City owns 27.8 acres +/- of land lying and being in Land Lot 376 and of the 18th District of DeKalb County, Georgia, commonly known as Dunwoody Park and Dunwoody Nature Center, and having an address of 5321 Roberts Drive, Dunwoody, Georgia 30338, which includes the 10.28 +/- acres identified or described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "City Property"); and

WHEREAS, the BOE owns (a) the Austin Elementary School property lying and being in Land Lot 376 of the 18th District of DeKalb County, Georgia comprised of approximately 9.8 acres +/- located at 5435 Roberts Drive, Dunwoody, Georgia as more particularly described on **Exhibit "B-1"** attached hereto and incorporated herein by reference (the "Existing Austin E.S. Property") and (b) the existing Peachtree Charter Middle School property located at 4664 North Peachtree Road, Dunwoody, Georgia 30338, which property includes the 7.98 +/- acres lying and being in Land Lot 354 of the 18th District of DeKalb County, Georgia identified or described on **Exhibit "B-2"** attached hereto and incorporated herein by reference (the "PCMS Property").

WHEREAS, BOE desires to acquire the City Property from the City for the purpose of new school construction and the City desires to sell the City Property to the BOE; and

WHEREAS, the City desires to acquire the Existing Austin E.S. Property and the PCMS Property from the BOE, and the BOE desires to sell the Existing Austin E.S. Property and the PCMS Property to the City; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and BOE agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement in their entirety.

2. **Purchase and Sale; Intended Uses.** At Closing, the City agrees to convey the City Property to the BOE, and BOE agrees to acquire the City Property from the City, on and subject to the terms and conditions of this Agreement. At Closing, the BOE agrees to convey the Existing Austin E.S. Property and the PCMS Property to the City; and the City agrees to acquire the Existing

Austin E.S. Property and the PCMS Property from the BOE on and subject to the terms and conditions of this Agreement. Following Closing, BOE will construct a new school on the City Property acquired from City (the "New Austin Elementary School"); and City will construct replacement baseball fields (the "Baseball Fields") on the PCMS Property acquired from BOE. City covenants to complete the construction of the Baseball Fields. The BOE covenants that construction of the New Austin Elementary School will be structured and coordinated to ensure City maintains access to the baseball fields at one or the other site during construction.

3. **Post-Closing Property Use Agreements.**

a. **Leaseback.** After the Closing, the BOE will lease the Existing Austin E.S. Property from the City until the New Austin Elementary School construction is completed. The District will be responsible for utilities during its lease of the Existing Austin E.S. Property and shall maintain Existing Austin E.S. Property in accordance with the District's normal facility standards. Assuming the City completes construction of the Baseball Fields and turns over full possession of the City Property to the BOE within 8 months following Closing (anticipated as September 1, 2017), then the District will vacate the Existing Austin E.S. Property within 24 months after turnover of possession of the City Property to the BOE (anticipated by August 31, 2019) without any penalty. Minimum rent shall be payable thereafter, in advance, in the monthly installments, without demand, offset, abatement, diminution or reduction on the Existing Austin E.S. Property will be \$63,100 per month. Interest of 1% per month, or each fraction thereof, shall accrue on any payment required not received by the City by 5pm on the 10th day after such payment is due. Notwithstanding the provisions of this paragraph, should the City's construction of the Baseball Fields be delayed further than the 8 month period after closing, the District's 24-month period shall not start until said construction is complete.

b. **PCMS Shared Fields and Parking.** After the Closing, the City and District will cooperatively share fields, a track area and parking at the PCMS Property for twenty-five (25) years, under the following general terms:

- i). The City will provide the following capital improvements to the track/football field (the "Football Field and Track Area"): (i) installation of sod by September 30, 2018; (ii) installation of irrigation by September 30, 2018; (iii) installation of goal posts at the time that the goal posts are in need of replacement; and (iv) construction and installation of field house for storage by December 31, 2019.
- ii) City will pay for and repair the storm water system under the Football Field and Track Area by December 31, 2018, pay for and maintain the stormwater system, pay for and maintain the Football Field and Track Area, irrigate the Football Field and Track Area and pay for the water required to irrigate the Football Field and Track Area.
- iii) City will have access to the Football Field and Track Area during certain non-school hours as defined and on the terms set forth below:

(1) Except as otherwise expressly provided herein, the District reserves use of the Football Field and Track Area for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year. The "Academic Year" will be determined by the District on annual basis.

(2) During each Academic Year, City may use the Football Field and Track Area Monday through Friday from 6:00 p.m. until 11:00 p.m.; and on Saturdays and Sundays from 7:00 a.m. until 11:00pm. During the Academic Year, City may also request the use of the Football Field and Track Area for the hours between 3:00 p.m. until 6:00 p.m. Monday through Friday, by submitting a written request for such use to the Principal of PMCS (the "Principal") not less than one week prior to the date City desires to use such Football Field and Track Area. The Principal shall use reasonable efforts to accommodate such request. During the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year, City may use the Football Field and Track Area from 7:00 a.m. until 11:00 p.m. Monday through Sunday.

(3) The District and City specially stipulate and agree:

(a) The District may request the use of the Football Field and Track Area for athletic activities typically conducted in such areas during times when City has been granted use, by notifying City in writing not less than one week prior to the date the District desires to use such Football Field and Track Area for such activities. City shall use reasonable efforts to accommodate such requests.

(b) In addition, City shall accommodate the Principal's request to use the Football Field and Track Area up to 10 hours per Academic Year for athletic activities typically conducted in such areas during use periods granted to City, for special events provided that the City receives notice at least 30 days in advance of the special event date. In addition, Principal will schedule up to 60 hours per Academic Year for soccer and another 10 hours per Academic Year for other athletic uses outside of school hours.

(c) The District and the City acknowledge either party may override the use rights granted in this Agreement if required by the City, the Principal, or the District as a result of or due to any emergency, evacuation and/or any other similar unexpected event, activity and/or occurrence.

(d) The District and the City shall determine a mutually agreed upon period of rest for the Football Field and Track Area for a period of no less than fifteen (15) consecutive days during the Non-Academic Year in order to maintain the quality of the sod. The Principal and the City shall agree to a routine maintenance schedule for access to the property throughout the year, which may

include access during school hours. Reasonable accommodations will be made to minimize disruptions.

(4) A group that has entered into a Memorandum of Understanding/Agreement with the City to provide recreational and/or athletic programs to the public shall constitute a City-sponsored group and shall be deemed to be the City of the purposes of this Agreement subject to approval by the District; which shall not be unreasonable withheld. Subject to the facility use agreement entered into with the City, such provider shall have the same rights to use the Football Field and Track Area under this Agreement as the City. The City shall accept full responsibility for such uses.

(5) City and the District each acknowledge that non-City sponsored groups may, from time to time, request the use of the Football Field and Track Area. Such groups may be permitted to use the Football Field and Track Area provided that: (a) such groups qualify, in the District's or its representative's sole discretion, to use the Football Field and Track Area under the District's policies governing use of Football Field and Track Area; (b) the District deems the proposed activity to be an appropriate use of the Football Field and Track Area; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any DeKalb County School; (d) the use does not interfere in any way with the conduct of City's use or recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or the District; (f) reasonable periods of rest are observed in order to maintain the quality of any sod located on any of the Football Field and Track Area, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the Football Field and Track Area are being used by such groups; (g.2.) vacate the Football Field and Track Area and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the Football Field and Track Area upon the completion of each practice, game or other activity thereon; (g.4.) maintain the Football Field and Track Area during the period of use. When non-City sponsored groups request the use of the Football Field and Track Area during the times when City has the right to use the Football Field and Track Area, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of each such request and when those activities will occur. The Principal will coordinate such scheduling when non-City sponsored groups request to use the Football Field and Track Area during all times when City does not have the exclusive right to use the Football Field and Track Area. The principal shall use reasonable efforts to accommodate such request.

(6) City shall make reasonable efforts to (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the Football Field and Track Area are being used by City; (ii) vacate the Football Field and Track Area and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the Football Field and Track Area upon completion of each practice, game or other activity thereon; (iv) return Football Field and Track Area to original condition prior to its use; (v) place trash cans and recycling bins on and around the Football Field and Track Area where Principal deems appropriate; and (vi) place portable restrooms when deemed necessary by the City on and around the Football Field and Track Area in designated locations where the Principal deems appropriate.

- iv) The District will have access to the Baseball Fields for five (5) hours per day during school hours (generally between 9:00 a.m. to 2:00 p.m.).
 - v) The City and the District shall execute a permanent easement to jointly use/share the new parking lot and parking spaces (approximately 34 spaces) to be constructed by the Baseball Fields. After school hours, City may also use the parking lot and spaces located in front of the Peachtree Charter Middle School located adjacent to the Baseball Fields.
 - vi) City shall also have the right to use all other District facilities in accordance with District policies.
 - vii) At the conclusion of the 25 year term, the City and the District agree to negotiate in good faith on extending the facility use agreement.
- c. PCMS Easements: BOE will grant City:
- i) a permanent easement on the BOE's Peachtree Charter Middle School property to use the existing fire lane for access to the Baseball Fields and the new parking lot to be constructed by the Baseball Fields (comprised of approximately 34 spaces);
 - ii) a permanent easement to use the pedestrian walkway from the Baseball Fields to the parking lot located in front of Peachtree Charter Middle School;
 - iii) a temporary construction easements required by City to construct the capital improvements upon; and
 - iv) a temporary easement for the duration of this agreement to maintain the Football Field and Track Area.
- d. At the New Austin Elementary School:

- i) The City and the District shall execute a permanent easement to jointly use/share the new parking lot and parking spaces (comprised of approximately 59 spaces) to be constructed at the New Austin Elementary School.
 - ii) The City and the District shall execute a permanent easement to jointly use the other parking lots and spaces at the New Austin Elementary School after school hours.
 - iii) The City and the District shall execute a permanent access easement at the north entry drive for the New Austin Elementary School for access to Dunwoody Park.
 - iv) The City and the District shall execute a permanent access easement to use the District's drive to be located at the southern property line of the New Austin Elementary School for bus use only to access Dunwoody Park. The District will erect and maintain visible signage limiting the drive to bus use.
 - v) The District will ensure the existing curb line along the south drive of the buffer property (between the curb and south property line) remains undisturbed.
 - vi) The District will add and maintain evergreen vegetative screening to the buffer property behind the curb line as to provide sound reduction and visual screening to the neighboring parcels. Plans for such screening will be submitted as soon as practicable, but no later than December 31, 2018 to the City's arborist for review and approval; which shall not be unreasonably withheld. Installation of the vegetative screening shall be completed as soon as practicable but no later than the substantial completion of construction of the New Austin Elementary School.
4. At Closing, the BOE shall remit a cash payment in the amount of Three Million Six Hundred Thirty Two Thousand and 00/100ths Dollars (\$3,632,000.00) to the City in payment of the value exchanged (the "Cash Portion").
5. **Documents.** Between the Effective Date (defined in paragraph 12(g) herein below) and the Closing Date, the each party shall provide to the other party any and all third party documents pertaining to the properties to be purchased and sold within said party's possession, custody or control (the "Property Information"). Each party acknowledges that any Property Information provided by other party pursuant to this paragraph is provided without any representations or warranties as to the accuracy or contents thereof; and each party acknowledges and agrees that it shall not be entitled to rely upon any of such materials. Despite the provision of the Property Information pursuant to this paragraph, each party acknowledges it is solely responsible for ordering its own title insurance exam, commitment and policy, its own survey, soil reports, environmental reports, environmental assessments and any other inspections or reports desired by said party with respect the property being acquired by said party.
6. **Closing.** The closing of the purchase and sale of the Property (the “**Closing**”) shall take place at the offices of BOE's counsel Nelson Mullins Scarborough & Riley, LLP, 201 17th

Street, NW, Suite 1700, Atlanta, Georgia 30363 on or before 3:00 p.m. EST on or before January 20, 2017 (the "**Closing Date**"). Either party may elect to close in escrow. Each party shall be responsible for their own closing costs.

7. At Closing, City shall convey the City Property to BOE by Quitclaim Deed; BOE shall convey the Existing Austin E.S. Property and the PCMS Property to City at Closing by Quitclaim Deed, and BOE shall remit the Cash Portion of the Purchase Price to the City by wire transfer.

8. **Real Estate Taxes.** As both BOE and City are exempt from real estate taxes and assessments imposed by any governmental authority ("**Taxes**") with respect to each Property, no taxes will be prorated at the Closing.

9. **Inspection Period.**

(a) Commencing on the Effective Date (as defined in Section 14(h) herein below) and continuing until December 30, 2016 (the "**Inspection Period**"), each BOE and BOE's agents and designees shall have the right to enter the City Property at their sole risk and expense, and during reasonable hours, for the purposes of inspecting the City Property and making surveys, soil, environmental and mechanical and structural engineering studies, and any other investigations and inspections as BOE may reasonably require to assess the condition of the City Property. During the Inspection Period, the City and City's agents and designees shall have the right to enter the Existing Austin E.S. Property and the PCMS Property at their sole risk and expense, and during reasonable hours, for the purposes of inspecting the Existing Austin E.S. Property and the PCMS Property and making surveys, soil, environmental and mechanical and structural engineering studies, and any other investigations and inspections as the City may reasonably require to assess the condition of the Austin E.S. Property and the PCMS Property.

(b) BOE shall not conduct a Phase II environmental site assessment or any other form of invasive testing or sampling on the City Property without the prior written consent of City, which consent shall not be unreasonably withheld. City shall not conduct a Phase II environmental site assessment or any other form of invasive testing or sampling on the Existing Austin E.S. Property or the PCMS Property without the prior written consent of BOE, which consent shall not be unreasonably withheld.

(c) BOE shall pay for all of the BOE's due diligence work performed on the City Property and shall not permit the creation of any lien in favor of any contractor, subcontractor, materialman, mechanic, surveyor, architect or laborer. BOE shall promptly repair all damage to the City Property arising from any of its inspections or tests and shall restore the City Property to the substantially same condition existing immediately prior to such inspections and tests. BOE shall provide to City copies of any non-privileged third party reports if the sale does not close for any reason whatsoever.

(d) City shall pay for all of the City's due diligence work performed on the Existing Austin E.S. Property and the PCMS Property and shall not permit the creation of any lien

in favor of any contractor, subcontractor, materialman, mechanic, surveyor, architect or laborer. City shall promptly repair all damage to the Existing Austin E.S. Property and/or the PCMS Property arising from any of City's inspections or tests and shall restore the Existing Austin E.S. Property and the PCMS Property to the substantially same condition existing immediately prior to such inspections and tests. City shall provide to the BOE copies of any non-privileged third party reports if the sale does not close for any reason whatsoever.

(e) The obligations of BOE under this Agreement shall be conditioned upon BOE satisfying itself, in its sole and absolute discretion, on or before the expiration of the Inspection Period that the City Property is in all respects satisfactory for BOE's intended use. In the event that BOE determines, in its sole discretion, for any reason or for no reason that it does not wish to purchase the City Property, BOE may terminate this Agreement by delivering to City a written notice of termination on or before the expiration of the Inspection Period, in which event this Agreement shall become null and void and the parties shall have no further obligation to one another except for those provisions that expressly survive the termination of this Agreement.

(f) The obligations of the City under this Agreement shall be conditioned upon City satisfying itself, in its sole and absolute discretion, on or before the expiration of the Inspection Period that the Existing Austin E.S. Property and the PCMS Property are in all respects satisfactory for City's intended use. In the event that City determines, in its sole discretion, for any reason or for no reason that it does not wish to purchase the Existing Austin E.S. Property and the PCMS Property, the City may terminate this Agreement by delivering to BOE a written notice of termination on or before the expiration of the Inspection Period, in which event this Agreement shall become null and void and the parties shall have no further obligation to one another except for those provisions that expressly survive the termination of this Agreement.

10. **Conditions to Closing.** The obligations of the parties to consummate the purchase and sale of the Properties on the Closing Date shall be subject to the satisfaction or performance of the following on or before the Closing Date:

(a) Approval of this transaction by the DeKalb County Board of Education by public vote as required by law.

(b) Approval of this transaction by the City of Dunwoody City Council by public vote as required by law.

(c) Approval of the City Property (to be acquired by BOE) for use as a public school facility by the Georgia Department of Education prior to the expiration of the Inspection Period.

If any of the conditions set forth above have not been satisfied or performed on or as of the Closing Date (as extended if applicable), either party shall have the right to terminate this Agreement by giving notice to the other party, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void, or (ii) extend the date of

Closing for up to sixty (60) days in order to provide additional time for the conditions precedent to be met.

11. **Broker.** City and BOE each affirm to the other that neither has employed, retained nor consulted any broker, agent or finder in carrying on the negotiations in connection with this Agreement.

12. **Notices.** All notices, elections and communications permitted or required hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address for such recipient as set forth on the signature page to this Agreement, regardless of whether actually received. Notices may be given by email, courier, or overnight delivery with tracking by FedEx or other similar nationally recognized overnight courier service, and notices may be given by counsel for the parties.

13. **Special Stipulations.** City and BOE specially stipulate and agree that upon the execution of this Agreement by BOE and City, each party shall terminate any and all discussions and negotiations with any other prospective buyer of the properties to be conveyed hereunder until this Agreement is terminated or consummated in accordance with the terms hereinabove.

14. **Miscellaneous.**

(a) *Binding Effect.* This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, which assignment must be approved by both parties in writing, consent not to be unreasonably withheld, delayed or conditioned.

(b) *Entire Agreement.* This Agreement supersedes all prior discussions and agreements between BOE and City with respect to the subject matter contained herein, and contains the sole and entire understanding between BOE and City with respect thereto.

(c) *Modification.* This Agreement shall not be modified or amended except by an instrument in writing executed by City and BOE.

(d) *Applicable Law.* This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(e) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

(f) *Time.* Time is and shall be of the essence of this Agreement.

(g) *Effective Date.* The effective date of this Agreement (the “**Effective Date**”) shall be later of the respective dates on which City or BOE approves the Agreement by

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public vote; and upon execution and delivery either party may enter the Effective Date upon the face page of this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, City and BOE have caused this Purchase and Sale Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

CITY:

CITY OF DUNWOODY, GEORGIA,
A municipality of the State of Georgia

By: _____ (seal)

Print name: Denis Shortal, Mayor

Date: _____

Notice Address:

City of Dunwoody
41 Perimeter Center East/Suite 250
Dunwoody, GA 30346
Attn: City Manager

With a copy to:

Riley McLendon
315 Washington Ave., NE
Marietta, GA 30060
Attn: Cecil McLendon, Esq.
Telephone No.: 770.590.5900

Approved as to Form:

Cecil McLendon
City Attorney

Attest:

Sharon Lowery
City Clerk

[Signatures continued on following page]

BOE:
DEKALB COUNTY BOARD OF EDUCATION
a political subdivision of the State of Georgia

By: _____
Dr. Melvin Johnson, Board Chair

Attest: _____
Dr. R. Stephen Green, Superintendent

Notice Address:
Mr. Daniel E Drake, PE
Director of Planning and SPLOST Programming
DeKalb County School District
1780 Montreal Rd
Tucker, Georgia 30084
Email: daniel_e_drake@dekalbschoolsga.org
Phone: 678-676-1332
Fax: 678-676-1469

With a copy to:
Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Cheryl V. Shaw, Esq.
Phone: 404.322.6139

EXHIBIT B-1

Legal Description of Existing Austin E.S. Property
(9.8 +/- acres to be acquired by the City)

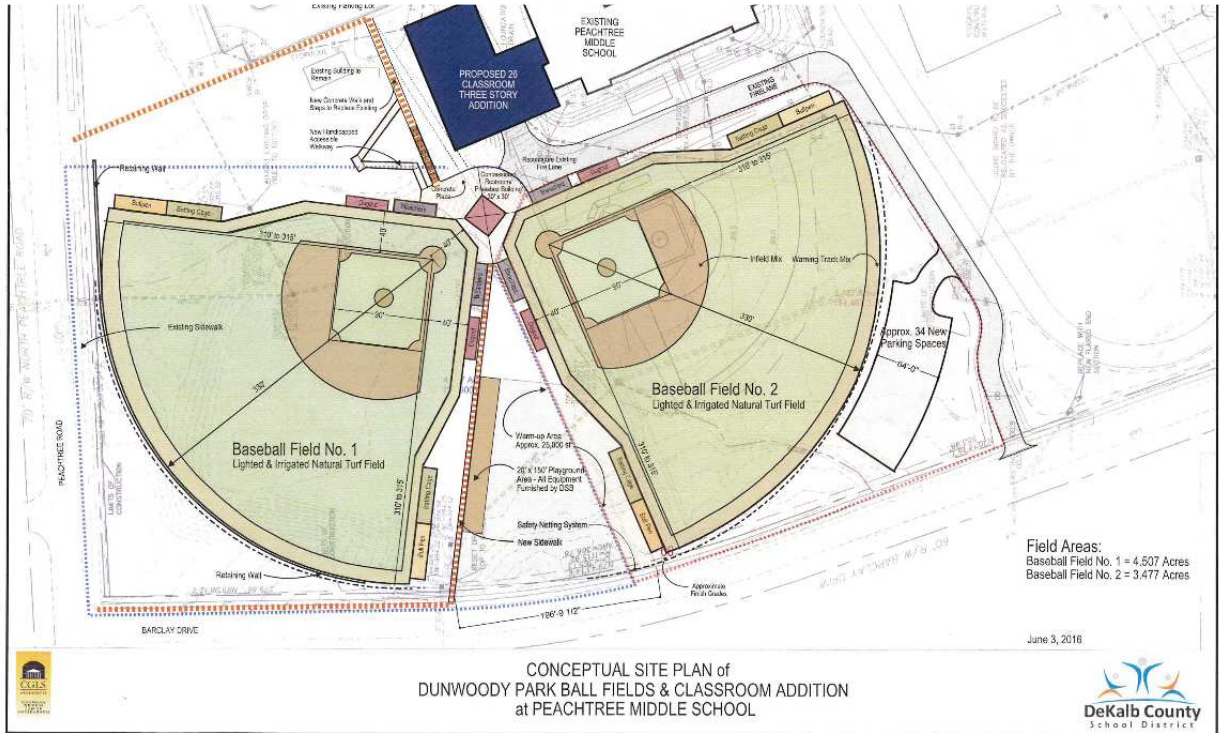
Image below shows area to be acquired pending legal description



EXHIBIT B-2

Legal Description of PCMS
(7.98 +/- acres to be acquired by the City)

Image below shows area to be acquired pending legal description





41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Steve Foote, AICP
Date: November 14, 2016
Subject: Resolution to adopt Georgetown and Dunwoody Village LCI 5-year updates

BACKGROUND

The City adopted the Dunwoody Village Master Plan and Georgetown/North Shallowford Master Plan in March 2011. Both plans were completed to fulfill the requirements of the Atlanta Regional Commission (ARC) Livable Centers Initiative (LCI) program. LCI plans serve as a guide for development, redevelopment, and enhancement efforts for a particular area, and provide eligibility for funds from ARC including federal funds for transportation infrastructure improvements. To remain eligible for LCI funds, ARC requires all plans to complete a 5-year update.

The 5-year update requirements include:

- An Evaluation and Appraisal Report that highlights completed actions, new investment since the completion of the plan, and strategies to overcome any barriers encountered
- Updated 5-year Action Plan
- Updated land use and transportation concept plans

The 5-year updates should be submitted to ARC by the end of the calendar year to keep the City's LCI plans current and eligible for all program benefits.

RECOMMENDATION

The Georgetown/North Shallowford Master Plan 5-Year LCI Update, Dunwoody Village Master Plan 5-Year LCI Update, and a resolution adopting both updates are attached. Staff recommends approval of the updates and submission of the update reports to ARC to maintain eligibility in the LCI program.

Attachments:

Resolution to Adopt Georgetown/North Shallowford Master Plan 5-Year LCI Update
Report on Georgetown/North Shallowford Master Plan 5-Year LCI LCI Update

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2016-XX-XX

**RESOLUTION TO REVISE THE GEORGETOWN/NORTH SHALLOWFORD
MASTER PLAN**

WHEREAS, the City of Dunwoody's Comprehensive Land Use Plan, adopted in 2010, provides and vision and direction for the City of Dunwoody; and

WHEREAS, as part of the City's Comprehensive Plan Land Use Map, the City adopted the Georgetown/Shallowford Master Plan to provide for uses and character areas of the Georgetown/Shallowford Character Area; and

WHEREAS, the Georgetown/Shallowford Master Plan was created to fulfill the requirement of the Atlanta Regional Commission (ARC) Livable Centers Initiative (LCI) Program; and

WHEREAS, to be eligible for continuous LCI funds from the ARC for transportation infrastructure improvements, the ARC requires such plans to be revised every five (5) years; and

WHEREAS, the 5-year update requirement includes an Evaluation and Appraisal Report that highlights completed actions, new investments and strategies to overcome barriers encountered, an updated 5-year Action Plan, and updated land use and transportation concept plans; and

WHEREAS, the updated plans must be submitted to the ARC by the end of this calendar year.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody that by passage of this Resolution the City of Dunwoody Mayor and City Council hereby adopt the updated Georgetown/Shallowford Master Plan for the City of Dunwoody, and hereby direct the City Manager and Community Development Director to transmit same to the ARC as required before the end of this calendar year.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2016.

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2016-XX-XX

Approved:

Dennis L. Shortal, Mayor

Attest:

Sharon Lowery, City Clerk

(Seal)

GEORGETOWN/NORTH SHALLOWFORD MASTER PLAN

5-Year Livable Centers Initiative Update



ACKNOWLEDGEMENTS

Mayor and City Council

Denis Shortal, Mayor
Pam Tallmadge, Council Post 1
Jim Riticher, Council Post 2
Douglas Thompson, Council Post 3
Terry Nall, Council Post 4
Lynn Deutsch, Council Post 5
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INTRODUCTION

The Georgetown/North Shallowford Master Plan is a Livable Centers Initiative (LCI) area located in the southern portion of the City of Dunwoody. The study was developed in 2010/11 and was approved unanimously by the Mayor and Council in March 2011.

The LCI plan serves as a guide for development, redevelopment, and enhancement efforts in the Georgetown/N. Shallowford Community area. The plan’s *Land Use Framework Plan* and recommendations as well as the *Transportation Framework Plan* provide a direction based on and consistent with the community’s vision for the area. The LCI plan was incorporated (by reference) into the City’s Comprehensive Plan and was reinforced and referenced in the City’s recent 2015 Comprehensive Plan Update. Additionally, the 2015 Comprehensive Plan considered expanding the LCI area to include the North Peachtree Road Area.

The following sections include an evaluation of implementation efforts over the first five years of the plan including completed actions, new developments, and infrastructure upgrades and investments. The *Apprc Report* also identifies tasks not yet accomplished and strategies developed to overcome barriers. The final *Plans and Reports*, includes updated plans to guide continued implementation from 2016-2021.

The LCI process included a robust public engagement process including, but not limited to:

- Stakeholder interviews
- A Sounding Board composed of community residents
- In-person and online surveys
- A series of four interactive, public workshops
- Three draft plan open houses

COMPLETED ACTIONS

The focus of the Georgetown/N. Shallowford Area Master Plan was to enhance the quality of development/ redevelopment in the area while transforming the Georgetown area from an automobile-dominated commercial center to a more balanced, multimodal activity center. The plan also focused on redeveloping three significant parcels and in the center of the LCI Area: a 16-acre failed multifamily site, a 19-acre defunct hospital site, and a 9-acre property with a closed DeKalb County School System school facility.

Over the first five years of the plan, the most significant accomplishment has been Project Renaissance. This public-private development effort began with the City's purchase of a 16-acre failed multifamily site. In early 2011, the City was able to purchase the property out of foreclosure from Wells Fargo Bank. Soon thereafter, the City put a contract for purchase on the 19-acre hospital site. With control over the two sites of greatest importance to the community and most in need of redevelopment, the City organized a \$66-million bond referendum for parks and green space. Due to factors outside of the Georgetown area, the bond referendum did not pass and the City developed a Plan B to transform these important parcels.

In March 2012, the City unveiled a public/private revitalization partnership for the 35 acres. Issuing an Invitation for Proposals, the City set out to enter into a partnership for redevelopment, which resulted in an agreement to build approximately 100 single-family homes and a network of four public parks connected with a multiuse trail. To date, 38 homes have been completed and three of the four public parks have been constructed, including a children's playground, a central square, and a 5-acre active recreation park with basketball courts, picnic shelter, and multi-purpose sports fields. The second phase of residential construction is expected to begin in 2017. The multiuse trail not only connects the three parks, but also has been extended east across a tributary of Nancy Creek to connect to the City's Brook Run Park. Efforts are currently underway to extend the trail west along Chamblee-Dunwoody Road to Old Spring House Lane toward the Perimeter Business District.





In addition to transformation of the 16-acre and 19-acre sites, the LCI Plan's provision of data and guidelines to inspire improvements, inform design proposals, and maintain the community's vision has generated the following *private developments* within the Georgetown/N. Shallowford from 2011-2016.

- Emory Healthcare leased and renovated a building south of the Park at Pernoshal Court, as well as a building opposite N. Shallowford Road for use as a family medicine and outpatient surgery center
- A low-scale office building on Old Spring House Lane was demolished and a new townhome development is currently under construction in accordance with the LCI plan
- A series of older office buildings in Georgetown Square has been demolished and a new 55-unit townhome community is currently under construction in accordance with the LCI plan
- The Jewish Family Services Center on Chamblee Dunwoody Road has been renovated and expanded
- A former U.S. Postal Service facility on N. Shallowford Road was acquired and renovated by a local religious institution
- Retail centers along Chamblee Dunwoody Road have also continued to upgrade their tenant mix and sites—the Georgetown Shopping Center, in particular, has added Farm Burger and undertook a major Kroger renovation and expansion; with these renovations, the shopping center made significant parking lot improvements and pedestrian and landscape improvements along Chamblee Dunwoody Road consistent with the LCI design standards



PRIVATE INVESTMENTS

- A. Commercial Renovation
- B. Residential Development: Dunwoody Green
- C. Medical Offices: Emory Family Medicine
- D. Residential Development: Townhomes
- E. Residential Development: Townhomes
- F. Atlanta Jewish Family Services Investments
- G. Religious Institution
- H. Toptel Investments on City of Dunwoody Property
- I. Residential Development



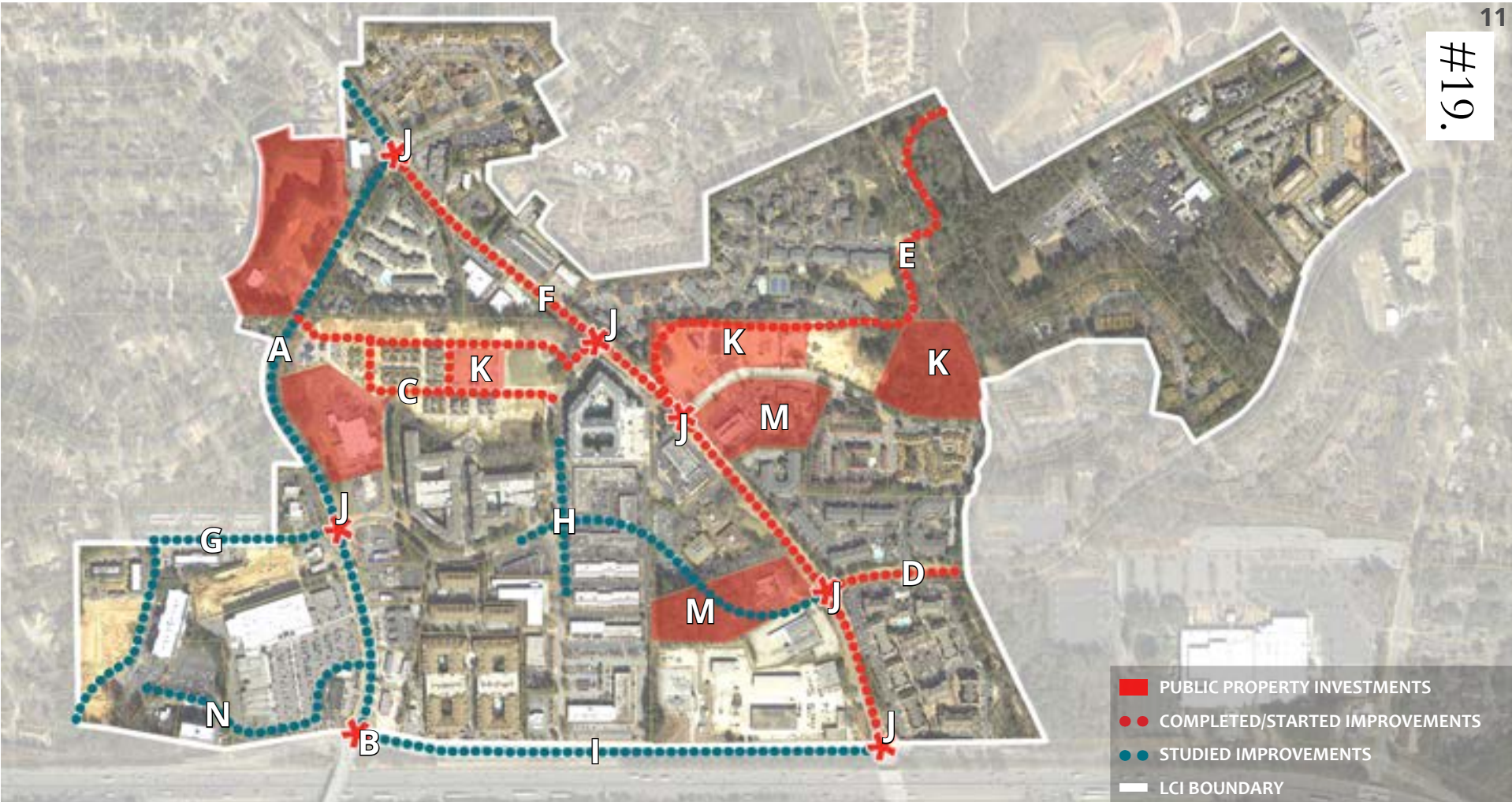


Additionally, the City purchased a property west of the intersection of N. Shallowford Road and Peachtree Road to preserve the future potential to extend Peachford Road to Dunwoody Park. In the short-term, the building was leased for office space and interior improvements were completed.

The Georgetown/N. Shallowford Area Master Plan also focused on enhancing connectivity, accessibility, and walkability within the activity center. *Public investments and transportation improvements* over the plan’s first five years have included:

- Multimodal improvements to N. Shallowford Road from Cotillion Drive to Peeler Road
- Multimodal improvements to Old Spring House Lane that will be completed as part of new residential development
- Multimodal improvements to Cotillion Drive, which are currently under design
- Optimization and coordination of traffic signal equipment and timing as part of the City’s ITS improvements
- Study of connectivity from Chamblee Dunwoody Road to Georgetown Square through the Georgetown Shopping Center
- Multimodal improvements on Peachford Road
- Multimodal improvements to Chamblee Dunwoody Road, which are currently under design
- Study of the Peachford Road extension from N. Shallowford Road to Chamblee-Dunwoody Road

The City of Dunwoody has also enacted code and policy changes to match the LCI plan, including updates to the City’s zoning code and incorporation into the City’s 2015 Comprehensive Plan.



PUBLIC INVESTMENTS

- | | |
|---|--|
| A. Chamblee Dunwoody Road Multimodal Improvements | I. Cotillion Drive Multimodal Improvements |
| B. Chamblee Dunwoody Road Gateway Landscaping and Signage at Cotillion Road | J. Optimization/Coordination of Traffic Signals and ITS Improvements |
| C. Multimodal Improvements to Roadways through “PVC Site” | K. Develop 6-8 acre Community Open Space on former “PVC Site” (Pernoshal Park) |
| D. Peachford Road Multimodal Improvements | L. Demolition of Vacant School Building |
| E. Nancy Creek Greenway Trail | M. Properties Purchased by City of Dunwoody |
| F. N. Shallowford Road Multimodal Improvements | N. Georgetown Square Parkway Concept Plan and Study |
| G. Old Spring House Lane Multimodal Improvements | |
| H. Peachford Road Extension | |



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CHALLENGES

In addition to the success of Project Renaissance and the continued focus on quality development and redevelopment, several major improvements with the Georgetown/N. Shallowford area are not yet accomplished and continue to be pursued.

While significant progress has been made improving multimodal connectivity along N. Shallowford and Chamblee Dunwoody Roads, the plan envisioned a new east-west, multimodal connection by extending Peachford Road from N. Shallowford, west to Dunwoody Park and Chamblee Dunwoody Road. The roadway would both provide a direct east-west connection and alleviate congestion at other nearby intersections as well as provide an economic development incentive for properties between N. Shallowford and Chamblee Dunwoody, which previously has limited access and visibility. In 2011, the City purchased one of the two properties necessary for this roadway connection. The other property is the Dunwoody Park Office Complex. Multiple discussions have been held with the property owner of the 1970s office complex and several concepts have been developed; however, currently, redevelopment is not imminent and, thus, the roadway connection is stalled.

The DeKalb County School Site on the north end of Chamblee-Dunwoody Road was identified as one of the top three redevelopment sites in the study area. While DCSS demolished the old school building, the site remains under the school system’s ownership. Periodic discussions are held between the City and the school system and DCSS is currently updating their Master Plan with the potential for the site to be designated as surplus property and prepared for sale.

One component of Project Renaissance not yet completed is the neighborhood commercial node envisioned for the intersection of N. Shallowford and Dunwoody Park. The City has developed concepts for the property and is expected to release a Request for Proposals (RFP) for developers once the housing development is complete and market fundamentals are right for the sale and development of the neighborhood commercial node.

The City continues to pursue the expansion of the multiuse trail network to the west to connect the Georgetown area to Perimeter Center. The City has explored several potential routes and continues to work with property owners and neighborhood residents to explore the extension of the trail.

To continue pursuing these improvements and others within the LCI area, the City created a Redevelopment Taskforce that meets monthly. The taskforce includes the City Manager, Assistant City Manager, Department Heads and consultants to maintain a focus on area redevelopment and development efforts. Additionally, the City commissioned multiple follow-up studies to take LCI projects to the next level of detail, including the Chamblee-Dunwoody Gateway project, Cotillion Drive sidewalk and trail enhancements, and multiuse trail connectivity studies.

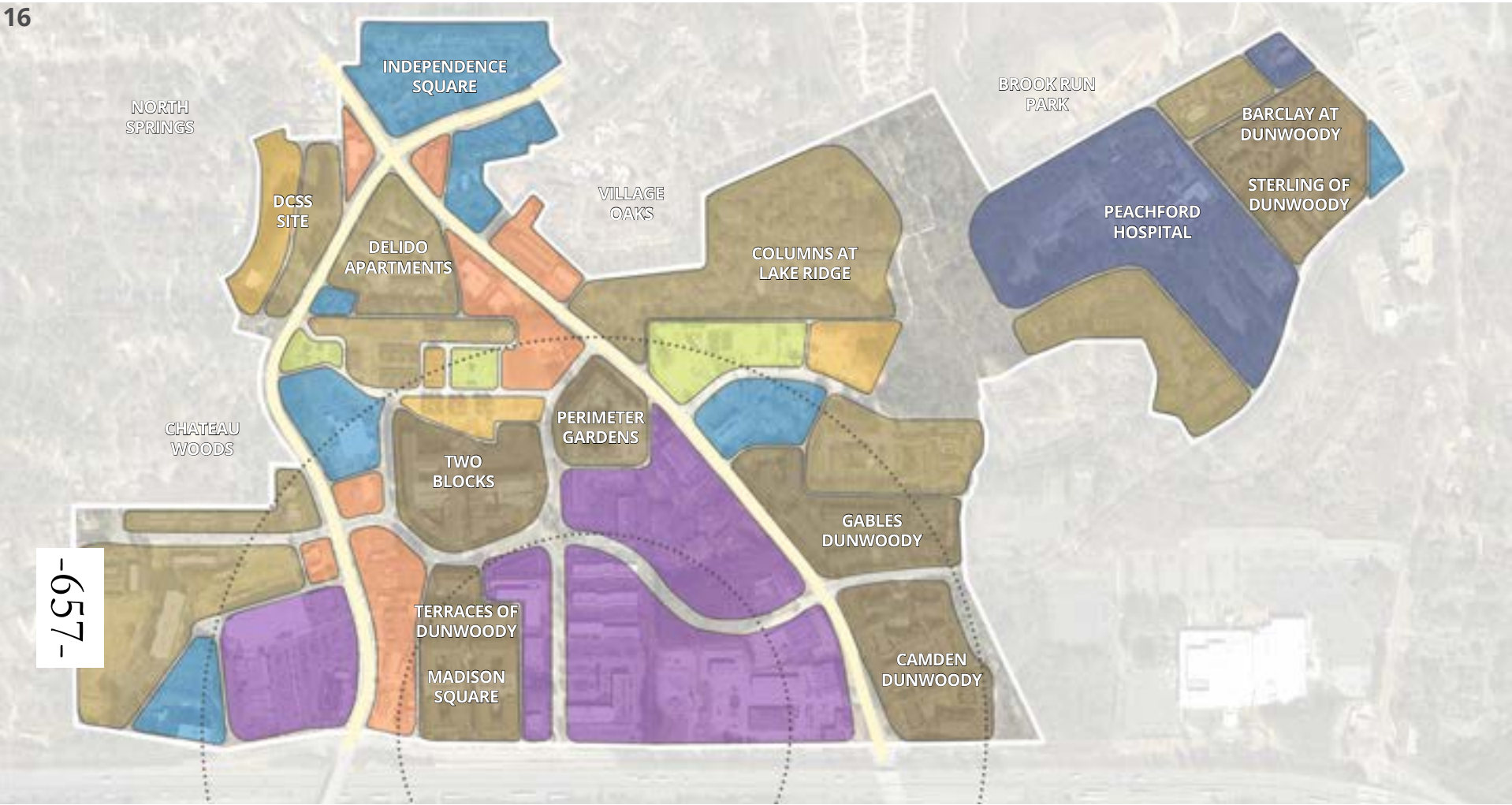
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PLANS AND REPORTS

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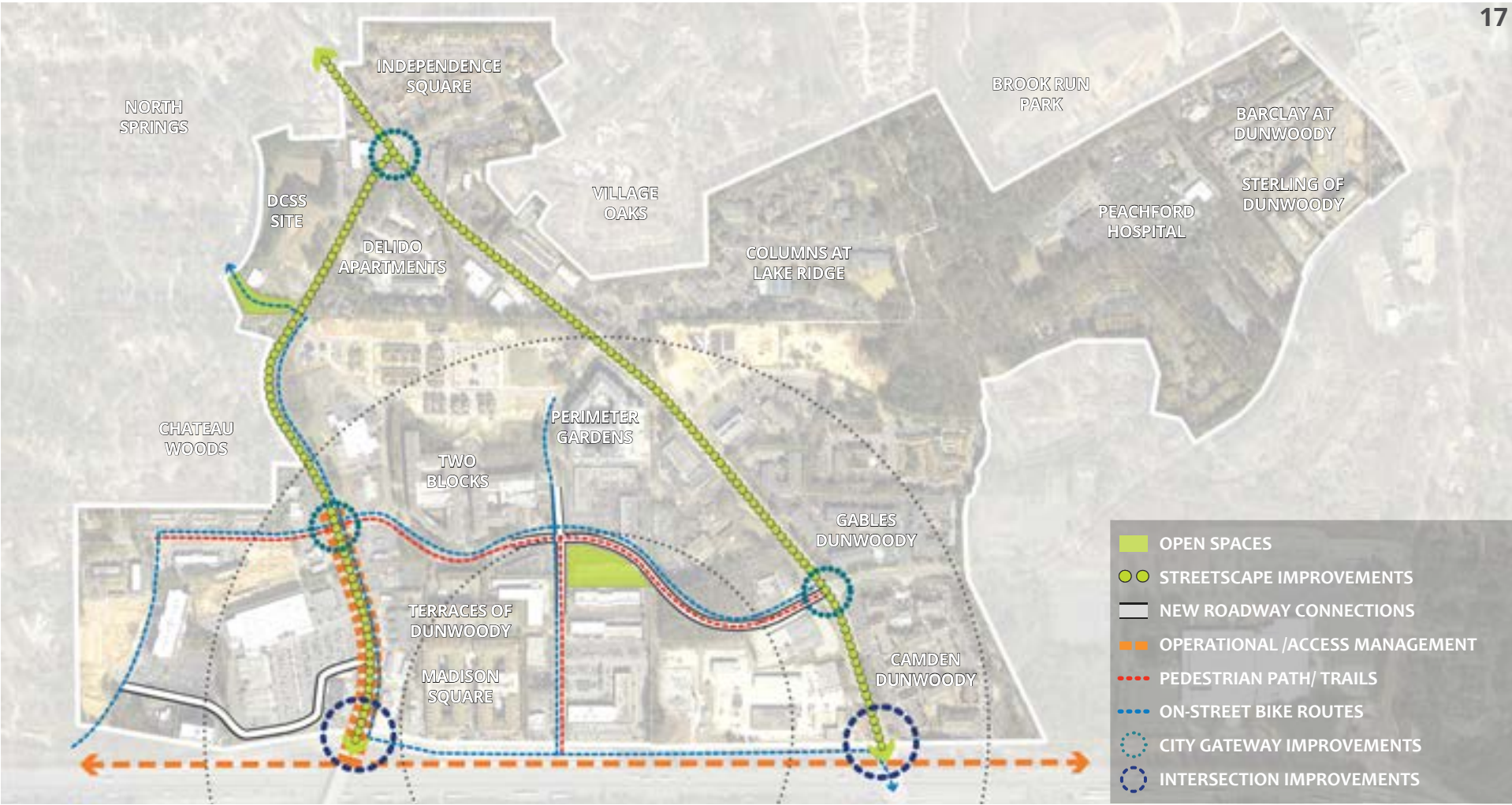


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UPDATED LAND USE FRAMEWORK PLAN

- Convenience Retail
- Small-Scale Office
- Attached Residential
- Civic/Institutional
- Mixed-Use
- Single-Family Residential
- Multi-Family
- City Park



UPDATED CIRCULATION AND OPEN SPACE

OPEN SPACES

- Pocket parks required as part of all new major developments (exact locations dependent upon development plans)

STREETSCAPE IMPROVEMENTS

- Sidewalks, decorative lighting, street trees, mast arms, and access management
- Chamblee Dunwoody Road identified as a priority followed by North Shallowford Road

NEW ROADWAY CONNECTIONS

- New roads, utilizing "Complete Streets" approach, to break-up super blocks, including pedestrian signalization, street trees, sidewalks, and decorative lighting
- Operational improvements at tie-in locations

OPERATIONAL/ACCESS MANAGEMENT

- Chamblee Dunwoody from I-285 to Old Spring House Lane
- Signal timing, reduced/consolidated curb-cuts, interparcel connectivity enhancements, and lane reconfigurations

PEDESTRIAN PATHS/TRAILS

- 12-foot-wide path/trail for pedestrians and recreational cyclists

ON-STREET BIKE ROUTES

- North Shallowford Road
- Peachford Road
- Potential extended connections to Dunwoody Village (Chamblee Dunwoody Road) and the Perimeter Area (Old Spring House Lane)

CITY GATEWAY IMPROVEMENTS

- Landscaping and signage
- Major gateway at Chamblee Dunwoody Road
- Minor gateway at North Shallowford Road

INTERSECTION IMPROVEMENTS

- Operational Improvements
- Pedestrian Signalization
- Decorative Pedestrian Crossings

DEVELOPMENT
ACTIVITY

2011-2016 Development Activity within the LCI area

	LCI Study Area	Project Name	Project Location	Number of Residential Units	Type	Commercial Space (SF)	Office Space (SF)	Construction Stage	Est. Completion Date
A	Georgetown/Shallowford	Emory Family Medicine	4500 N Shallowford Rd	N/A	Medical	N/A	18,523	Complete	August 2010
B	Georgetown/Shallowford	Toptel	4470 N Shallowford Rd	N/A	Institutional	N/A	12,000	Complete	June 2014
C	Georgetown/Shallowford	Pilates of Dunwoody	4681 N Shallowford Rd	N/A	Commercial	1,772	N/A	Complete	January 2016
D	Georgetown/Shallowford	Pernoshal Park	4575 N Shallowford Rd	N/A	Park	~5 Acre Park	N/A	Complete	April 2016
E	Georgetown/Shallowford	Dunwoody Green	4424 N Shallowford Rd	~65 Townhomes and detached homes	Residential	N/A	N/A	In Process	Some units completed in 2016, others in 2017
F	Georgetown/Shallowford	Providence Residential	1745 Old Spring House Lane	41 Townhomes	Residential	N/A	N/A	In Process	2017
G	Georgetown/Shallowford	Minerva Residential	4330 Georgetown Square	54 Townhomes	Residential	N/A	N/A	In Process	2017
H	Georgetown/Shallowford	Atlanta Jewish Federation	4549 Chamblee Dunwoody Rd	N/A	Office	N/A	~9,000 Remodel ~8,200 New Structure	In Process	2017
I	Georgetown/Shallowford	Religious Institution	4444 N Shallowford Rd	N/A	Institutional	21,272--Religious	N/A	On Hold	TBD by Reiligious Org
Georgetown/Shallowford Total				160 units		23,044 SF	47,723 SF		



REPORT OF ACCOMPLISHMENTS

This plan shows the scope of all the actions planned in the 2011 Georgetown LCI. Each projects shows the status, timeframe, and any associated comments (to the right).

REPORT OF ACCOMPLISHMENTS
Dunwoody Village Master Plan
October 20, 2016

Transportation Projects				STATUS					
	Project	Description	Engineering Year	Construction Year	Complete	Underway	Not Started	Not Relevant	Notes
1	Dunwoody Village Pkwy Multi-Modal Improvements	From Mt. Vernon Road to Chamblee Dunwoody Road (2,300 ft); reconfigure facility to become a two-lane roadway with on-street bike lanes; sidewalks; landscaped buffers; pedestrian crossing improvements; limited segment of on-street parking; landscaped median to remain; lighting; sheltered bus stops	2011	2014	✓				Construction is complete.
2	Chamblee Dunwoody Rd Multi-Modal Improvements	From Mt. Vernon Road to Roberts Drive (2,700 ft); multi-use path to one side with narrower sidewalk on opposite side; landscaped buffer; access management plan; pedestrian crossing improvements; lighting; mast arms; sheltered bus stops; additional right-of-way	2012	2022		✓			Code amended to require redevelopment to accommodate. City improvements will be as a follow-up to this supplemental study.
3	Mt. Vernon Road at Chamblee Dunwoody Road Intersection Improvements and Reconfiguration of Nandina Lane Intersections to be Right-In-Right-Out	Geometric reconfiguration of both Nandina intersections to become right-in right-out to eliminate left-turn conflicts; possible eventual removal of Nandina in conjunction with improvements to the main intersections; decorative mast arms; traffic impact study; additional turn lanes; additional right-of-way required (for turn lanes)	2016	2022			✓		DeKalb replaced underlying asbestos water pipes, and the road was resurfaced in 2016.
4	Mt. Vernon Road Multi-Modal Improvements	From Ashford Dunwoody Road to Wickford Way (3,500 ft); multi-use path to one side with narrower sidewalk on opposite side; landscaped buffers; access management plan; partial landscaped median; pedestrian crossing improvements; lighting; landscaping; sheltered bus stops	2014	2016		✓			Bikelanes were added during 2016 resurfacing. Sidewalks were also completed on the south side to Vernon Oaks Drive.
5	Chamblee Dunwoody Rd Multi-Modal Improvements	From Mt. Vernoon to Ashford Center Parkway (XXXXXXX)	2015	2017		✓			
6	Neighborhood Trails: Residential Bicycle / Pedestrian Connections to surrounding Neighborhoods:	Connection to the W from The Branches to adjacent retail - 2 places Connection to the NW from Wynterhall to adjacent retail Connection to the NE from Meadowcreek to adjacent retail Connection to the E from Vernon North to adjacent retail (Approx. 800 ft each); projects to include multi-use path; lighting; public involvement needed; some small bridge structures; (should allow 24 hr non-gated availability if funded with LCI funds - other funding sources will allow usage restrictions)	2016	2017		✓			
7	Enhanced Bicycle / Pedestrian Connections through Existing / Proposed Commercial Developments -paths to become public streets (project occurs west of Chamblee Dunwoody Road)	From Chamblee Dunwoody Road through Dunwoody Hall and the Shops at Dunwoody back to Chamblee Dunwoody Road (1,500 ft); sidewalks; landscaped buffer; bike sharrows/signage; parking lot reconfiguration for better-defined routes and fewer access points; lighting	2014	2018			✓		
8	Optimization / Coordination of Traffic Signals and ITS Improvements	At intersections in and around the LCI study area; ITS equipment; signal timing study and coordination plan	2012	2013	✓				Signals retimed in 2011
9	Ashford Center Pkwy / Womack Rd Multi-Modal Improvements	From Ashford Center North to Wickenby Court (2,000 ft); Pedestrian crossing improvements using existing median as refuge; lighting; restriping to include bike lanes or wide outside lane with sharrows; median extension where feasible	2016	2021		✓			Lanes narrowed to better accommodate bikes in 2012
10	Dunwoody Village Internal Multi-Modal Streets - Phase Ic	Innitial retrofitted streets as part of major redevelopment (exact alignment and orientations to be determined in partnership with private developer) (Assumed 1,250 ft N/S and 1,700 ft E/W); sidewalks on both sides; on-street parking; landscaped buffer; lighting; two-lane roads; bikes in mixed traffic; safe pedestrian crossing locations	2013	2023			✓		Studied potential configurations in 2013.
11	Dunwoody Village Internal Multi-Modal Streets - Phase Iic	Longer-term completion of grid network as part of phased redevelopment (exact alignment and orientations to be determined in partnership with private developer) (Assumed 1,000 ft N/S and 1,000 ft E/W); sidewalks on both sides; on-street parking; landscaped buffer; lighting; two-lane roads; bikes in mixed traffic; safe pedestrian crossing locations	2014	2023			✓		
12	Ashford Center Parkway extension	From Chamblee Dunwoody Rd to Mount Vernon Rd (1,500 ft); extension of Ashford Center Parkway to tie into southern end of Dunwoody Village Parkway					✓		Project studied, proposed and eliminated from City work plan in 2014

REPORT OF ACCOMPLISHMENTS
Georgetown / North Shallowford Master Plan
October 20, 2016

Housing Initiatives			STATUS				
Project	Description	Study Year	Complete	Underway	Not Started	Not Relevant	Notes
1	Zoning Ordinance - Comprehensive Rewrite	2012	✓				Comprehensive rewrite adopted in October 2013.
2	Land Development Ordinance Update	2012	✓				
3	Senior Housing Strategy	2015		✓			
Senior housing initiatives and incentives							
Other Local Initiatives			STATUS				
Project	Description	Study Year	Complete	Underway	Not Started	Not Relevant	Notes
1	Develop façade and landscape incentive program for local businesses	2012			✓		
2	Dunwoody Village Central Open Space	2012			✓		
3	Municipal Complex Open Space	2013				✓	
4	Dunwoody Library (Chamblee Dunwoody at Womack) Open Space	2014		✓			Completed survey of library in 2013.
5	Dunwoody Farmhouse Open Space improvements	2013		✓			
6	Chamblee Dunwoody Access Management Study	2012		✓			Proposed as a minor function of this supplemental study.
7	Dunwoody Municipal Complex (City Hall and/or Library)	2016				✓	
8	Dunwoody Village Stormwater Facility	2014	✓				

Transportation Projects

	Project Name	Description	Engineering Year	Engineering Costs	ROW Year	ROW Costs	Construction Year	Construction Costs	Total Project Costs	Responsible Party	Funding Source	Local Source	Match Amount
1	Chamblee Dunwoody Rd Multi-Modal Improvements (from I-285 to N. Shallowford Rd)	Complete an access management plan; create a multi-use path on one side and add sidewalks on other side; add landscaped buffers and pedestrian amenities on both sides of road facility.	2015	\$ 575,000	2018	\$ 750,000	2020	\$ 6,400,000	\$ 7,725,000	City of Dunwoody	City of Dunwoody, LCI, Federal Funds	City of Dunwoody	\$ 3,200,000
2	Chamblee Dunwoody Gateway Improvements (at Chamblee Dunwoody Rd and Cotillion Dr/ I-285)	Enhance Chamblee Dunwoody / Cotillion Dr / I-285 gateway with addition of landscaping and signage	2015	\$ 30,000.00	2018	\$ 50,000	2020	250000	\$ 330,000	City of Dunwoody	City of Dunwoody, LCI, Federal/State Funds, GDOT Gateway Grant	City of Dunwoody	\$ 66,000
3	Cotillion Dr Multi-Modal Improvements (from N. Shallowford Rd to Chamblee Dunwoody Rd)	Create a multi-use path protected by a landscaped buffer along the north side of Cotillion Dr	2015	\$ 150,000.00	2019	\$ 200,000	2019	1200000	\$ 1,550,000	City of Dunwoody	City of Dunwoody,	City of Dunwoody	\$ 1,200,000
4	Old Springhouse Lane Multi-Modal Improvements (from Chamblee Dunwoody to Perimeter Center East)	Add sidewalks (or multi-use path to one side), landscaped buffer, sharrows / increased bike signage	2018	\$ 180,000	2019	\$ 500,000	2020	\$ 1,500,000	\$ 2,180,000	City of Dunwoody/Perimeter CID	City of Dunwoody, LCI, Federal Funds, PCID	City of Dunwoody, PCID	\$ 436,000
5	N. Shallowford Gateway Improvements (at North Shallowford and Cotillion Dr/ I-285)	Enhance N. Shallowford / Cotillion Dr / I-285 gateway with addition of landscaping and signage	2019	\$ 500,000	2020	\$ 500,000	2021	\$ 3,000,000	\$ 4,000,000	City of Dunwoody	City of Dunwoody, LCI, TE	City of Dunwoody	\$ 800,000
6	Dunwoody Park Multi-Modal Improvement (from Chamblee Dunwoody to Peachford Rd Extension/ Dunwoody Park S.)	Add on-street parking, on-street bike facilities, landscape buffers, wide sidewalks, and pedestrian amenities	2020	\$ 250,000	TBD	\$ 1,000,000	TBD	\$ 2,000,000	\$ 3,250,000	Private Development, City of Dunwoody, LCI, Federal Funds	Private Development, City of Dunwoody, LCI, Federal Funds	City of Dunwoody	\$ 650,000
7	Dunwoody Park Multi-Modal Improvements (from N. Shallowford Rd to Peachford Rd Extension/ Dunwoody Park S.)	Add on-street parking, on-street bike facilities, landscape buffers, wide sidewalks, and pedestrian amenities	2021	\$ 150,000	TBD	\$ 500,000	TBD	\$ 1,200,000	\$ 1,850,000	Private Development, City of Dunwoody, LCI, Federal Funds	Private Development, City of Dunwoody, LCI, Federal Funds	City of Dunwoody	\$ 370,000
	Dunwoody Park North Multi-Improvements (from Dunwoody Park to the PVC)	Add on-street parking, on-street bike facilities, landscape buffers, wide sidewalks, and pedestrian amenities	TBD	\$ 150,000.00	TBD	\$ 500,000	TBD	\$ 1,200,000	\$ 1,850,000	Private Development, City of Dunwoody, LCI, Federal Funds	Private Development, City of Dunwoody, LCI, Federal Funds	City of Dunwoody	\$ 370,000
	Transit Station for I-285 Implementation	Create a multi-modal facility integrated with surrounding bicycle, pedestrian, vehicular, and local bus facilities	TBD	\$ 400,000	TBD	\$ 2,000,000	TBD	\$ 4,000,000	\$ 6,400,000	Federal Funds	Federal Funds	N/A	N/A

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Other Projects

	Project Name	Description	Cost	Year	Responsible Party	Funding Source
1	Georgetown Area Specimen Tree Survey		\$15,000	2018	City of Dunwoody	General Funds
2	Develop Georgetown Area Architectual Design Guidelines	Generally for commercial development (materials, massing, and architectural style)	\$25,000	2018	City of Dunwoody	General Funds
3	DCSS Site Redevelopment and Open Space	Create significant open space as part of redevelopment of DCSS site	TBD	TBD	City of Dunwoody	TBD

FIVE-YEAR ACTION PLAN

This plan shows the scope of all the actions planned in the Georgetown LCI update. Each project shows the status, timeframe, and any associated comments (to the right).

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