



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

MEMORANDUM

To: Mayor and City Council

From: Tiffany Siegel, Capital Projects Manager

Date: December 1, 2025

Subject: **Supplemental Agreement No. 1 with the Georgia Department of Transportation for Phase 2 of the Winters Chapel Path**

ACTION

Authorize the Mayor, City Manager, or designee to execute a supplemental agreement with the Georgia Department of Transportation to receive additional federal funding for design of Phase 2 of the Winters Chapel Path project.

SUMMARY

In April 2025, City Council approved the Project Framework Agreement (PFA) with the Georgia Department of Transportation to receive \$600,000 of federal funding for preliminary engineering of the Winters Chapel Path Phase 2 between Charmant Place and Peeler Road. In October 2025, the city secured an additional federal grant of \$150,000 from the Atlanta Regional Commission (ARC) Transportation Alternatives Program for preliminary engineering. The city has already satisfied the local match requirement for the additional funds. The federal funding is managed by the Georgia Department of Transportation (GDOT) and requires approval and execution of the Supplemental Agreement to the PFA, which is attached.

DETAILS

The Winters Chapel Path project was first identified in the Winters Chapel Road Area Study adopted by Dunwoody and Peachtree Corners in 2015. The project is also identified in the Dunwoody Trail Master Plan as P17. In 2023, Dunwoody completed Phase 1 of the path on the west side of Winters Chapel between Dunwoody Club Drive and Charmant Place. Phase 2 will continue the path on the west side of the road southward from Charmant Place into Peachtree Corners and then back into Dunwoody ending at Peeler Road. The concept design contract was approved in May 2024, and federal funds were approved in April 2025 for design. The design phase of the project will follow the federal requirements for plan development with construction projected for 2028.

RECOMMENDED ACTION

Authorize the Mayor, City Manager, or designee to execute Supplemental Agreement No. 1 with the Georgia Department of Transportation to receive additional federal funding for design of Phase 2 of the Winters Chapel Path.



Russell R. McMurry, P.E., Commissioner
 One Georgia Center
 600 West Peachtree Street, NW
 Atlanta, GA 30308
 (404) 631-1000 Main Office

October 23, 2025

PI No. 0019791, Dekalb & Gwinnett County
 Winters Chapel Road from Charmant Place to Peeler Road - Phase II

Honorable Mayor Lynn Deutsch
 City of Dunwoody
 4800 Ashford Dunwoody Rd
 Dunwoody, GA 30338
 Attn: Michelle Hirose and Tiffany Siegel

Subject: **Supplemental Project Framework Agreement No. 1**

Dear Mayor Deutsch:

Attached is a Supplemental Agreement #1 to the original Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. City of Dunwoody will be sent an electronic copy of the fully executed agreement for your project file. As mentioned in the original PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Department's Project Manager, Alexander Salazar, at (770) 355-9284.

Sincerely,

Kimberly W. Nesbitt
 State Program Delivery Administrator

KWN:CCV:MSL:AS
 Attachment

cc: Honorable Robert L. Brown Jr., State Transportation Board Member, Congressional District 4
 Albert V. Shelby III, Director of Program Delivery
 Jason Dykes, District 1 Engineer
 Paul DeNard, District 7 Engineer
 Justin Lott, District 1 Preconstruction Manager
 Landon Perry, District 7 Preconstruction Manager
 Elizabeth Johnson, District 1 Planning & Programming Liaison
 Joshua Higgins, District 7 Planning & Programming Liaison

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
- ☐ Not Applicable – 100% State Programmed Funds

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 CITY OF DUNWOODY, GEORGIA, hereinafter called the "SPONSOR.”

WHEREAS, the DEPARTMENT and the SPONSOR entered into a Project Framework Agreement dated, July 31, 2025, for Contract ID: 48400-425-PFAOPD2501965 hereinafter called the “ORIGINAL AGREEMENT”, for the purpose of having the CITY OF DUNWOODY reimbursed federal funds for PI # 0019791, Winters Chapel Road fm Charmant Place to Peeler Road - Phase II, the project consists of a shared-use path along Winters Chapel Road between Charmant Place and Peeler Road in the cities of Dunwoody and Peachtree Corners, such work hereinafter called the “PROJECT”, and

WHEREAS, the DEPARTMENT and the SPONSOR agree that additional funds are needed to complete preconstruction engineering (design) activities, hereinafter referred to as “PE”.

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. The current Exhibit A, TIP/STIP Insert, shall be deleted in its entirety and replaced with the revised Exhibit A, attached hereto

2. The following attachments appended to this Supplemental Agreement No. 1 are hereby incorporated by reference into and made part of the ORIGINAL AGREEMENT, and shall have the same force and effect as if set forth in full therein:

Attachment 1 - Budget Estimate

Attachment 2 - Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

3. Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT shall remain in full force and effect.

4. The ORIGINAL AGREEMENT, as amended, constitutes the full, complete and entire understanding between the parties.

PI0019791 DeKalb Gwinnett, City of Dunwoody

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: _____ (Seal)

Name: Mayor Lynn Deutsch

Attest:

Signed, sealed and delivered this

Treasurer

in the presence of:

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by
CITY OF DUNWOODY, on _____ (date)

Attest:

Name and Title

26-3687535

Federal Employer Identification Number:

EXHIBIT A

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

DK-469	WINTERS CHAPEL ROAD PATH PHASE II		Jurisdiction	DeKalb	Existing	Planned	Length (mi.)	Network Year
0019791			Sponsor	City of Dunwoody	2	2	0.86	N/A
TIP / 25Q3	CHARMANT PLACE	PEELER ROAD	Service Type	Bicycle Facility	Analysis	Exempt from Air Quality Analysis (40 CFR 93)		LCI ☐ Flex ☐

	Fund Type	Year	Status	Federal	State	Local	Bonds	Total
PE	Local Jurisdiction/Municipality Funds	2023	Authorized	\$0	\$0	\$450,000	\$0	\$450,000
PE	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	2025	Authorized	\$600,000	\$0	\$150,000	\$0	\$750,000
PE	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	2026		\$150,000	\$0	\$0	\$0	\$150,000
ROW	Local Jurisdiction/Municipality Funds	2027		\$0	\$0	\$300,000	\$0	\$300,000
CST	Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000	2029-2030		\$1,500,000	\$0	\$0	\$0	\$1,500,000
CST	Local Jurisdiction/Municipality Funds	2029-2030		\$0	\$0	\$375,000	\$0	\$375,000
				\$2,250,000	\$0	\$1,275,000	\$0	\$3,525,000

FY2026 PE funding does have a 20% local match.
The local match is accounted for within the 2023
local match first row, per ARC.

**Attachment 1
BUDGET ESTIMATE**

Original Project Framework Agreement (PFA) Amount

Original PFA Federal Share:	\$600,000.00
Original PFA Local Share:	\$150,000.00
Total Original PFA Amount:	\$750, 00.00
Total Original PFA Eligible for Reimbursement:	\$600,000.00

Supplemental Agreement (SA) No. 1 Amount

SA Federal Share:	\$150,000.00
SA Local Share:	\$37,500.00
Total SA Amount:	\$187,500.00
Total SA Eligible for Reimbursement:	\$150,000.00

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

Composite Contract Federal Share:	\$ 750,000.00
Composite Contract Local Share:	\$ 187,500.00
Composite Total Contract Amount:	\$ 937,500.00
Composite Total Eligible for Reimbursement:	\$ 750,000.00

Attachment 2
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 City of Dunwoody, certifies that the City of Dunwoody:

- 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

Lynn Deutsch

 Printed Name of Authorized Officer or Agent

Mayor

 Title of Authorized Officer or Agent

 Date