



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:** February 9, 2026

**Subject:** **Supplemental Agreement No. 2 to the Project Framework Agreement with the Georgia Department of Transportation for the North Shallowford Road Path**

### **ACTION**

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

### **SUMMARY**

The original Project Framework Agreement (PFA) was executed on August 31, 2022 with Supplemental Agreement No. 1 executed on January 27, 2025. The current design contract is \$1,534,000 including \$960,000 in federal funding. The city has secured an additional federal grant of \$400,000 from the Transportation Alternatives (TA) Program. This funding along with the local match will be allocated to funding the design of a shared use path along North Shallowford Road from Chamblee Dunwoody Road to Cotillion Drive. 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 identified the North Shallowford Road Path project to construct shared use path, sidewalks, stormwater management, bike lanes, landscaped buffers, pedestrian crossing enhancements, and improved lighting.

|                            | <b>Federal</b>     | <b>Local</b>     | <b>Total</b>       |
|----------------------------|--------------------|------------------|--------------------|
| PFA executed 8/2022        | \$560,000          | \$140,000        | \$700,000          |
| SPFA No. 1 executed 1/2025 | \$400,000          | \$100,000        | \$500,000          |
| SPFA No. 2                 | \$400,000          | \$350,000*       | \$750,000          |
| <b>Total</b>               | <b>\$1,360,000</b> | <b>\$590,000</b> | <b>\$1,950,000</b> |

\*Programmed in TIP but only \$100,000 required based on current budget.

### **Project Schedule**



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

Council Approved Design Contract – May 2023  
Public Information Open House – May 2025  
Right of Way Acquisition – Summer 2027  
Construction – Spring 2029

**RECOMMENDED ACTION**

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



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

December 26, 2025

PI No. 0019209, DeKalb County  
 N Shallowford Rd fm Chamblee Dunwoody Rd to Cotillion Dr-LCI

Honorable Mayor Lynn Deutsch  
 City of Dunwoody  
 4800 Ashford Dunwoody Road  
 Dunwoody, GA 30338  
 Attn: Michelle Hirose

Subject: **Supplemental Project Framework Agreement No. 2**

Dear Madam Mayor Deutsch:

Attached is a Supplemental Agreement #2 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. The 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) 263-5945.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt  
 State Program Delivery Administrator

*CV FB*  
 KWN:CCV:MSL:AS  
 Attachment

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

**SUPPLEMENTAL AGREEMENT NO. 2**  
**To the PROJECT FRAMEWORK AGREEMENT**  
**By And Between**  
**GEORGIA DEPARTMENT OF**  
**TRANSPORTATION**  
**And**  
**THE CITY OF DUNWOODY**

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

- ☒ **CFDA # 20.205 - Highway Planning and Construction Cluster**
- ☐ **CFDA # 20.219 - Recreational Trails Program**
- ☐ **Not Applicable – 100% State Programmed Funds**

This Supplemental Agreement No. 2 to the Project Framework Agreement, (“Supplemental Agreement No. 2”), 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 an 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, the proposed project is a 0.70-mile-long project that aims to provide pedestrian and bicycle accommodation by constructing a shared-use path along North Shallowford Road, such work hereinafter called the “PROJECT”, and

WHEREAS, the ORIGINAL AGREEMENT has been previously modified by the DEPARTMENT and the SPONSOR by Supplemental Agreement No. 1 dated February 27, 2025, and,

WHEREAS, the DEPARTMENT and the SPONSOR to agree that further changes to the ORIGINAL AGREEMENT as previously modified, are needed to complete preliminary 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, as modified by Supplemental Agreement No. 1 dated February 27, 2025, shall be modified as follows:

1.Exhibit A, dated February 27, 2025, 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, as modified by Supplemental Agreement No. 1 dated February 27, 2025, shall remain in full force and effect.

3. The WHEREAS clauses and Exhibits hereto are a part of this Supplemental Agreement No. 2 and are incorporated herein by reference.

4. 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

THE CITY OF DUNWOODY, Georgia

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_ (Seal)  
Mayor Lynn Deutsch

This Agreement, approved by THE  
CITY OF DUNWOODY, on  
\_\_\_\_\_ (date).

Attest:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
26-3687535  
Federal Employer Identification  
Number:

## EXHIBIT A

### FY 2024-2027 Transportation Improvement Program (TIP) - Sorted by ARC ID

|               |                                      |                 |                     |                     |                 |  |                |     |                     |     |                     |   |
|---------------|--------------------------------------|-----------------|---------------------|---------------------|-----------------|--|----------------|-----|---------------------|-----|---------------------|---|
| <b>DK-462</b> | NORTH SHALLOWFORD ROAD MULTIUSE PATH |                 | <b>Jurisdiction</b> | Dekalb              | <b>Existing</b> | N/A  | <b>Planned</b> | N/A | <b>Length (mi.)</b> | 0.7 | <b>Network Year</b> | N/A   |
| 0019209       |                                      |                 | <b>Sponsor</b>      | City of Dunwoody    |                 |  |                |     |                     |     |                     |   |
| TIP / 25Q4    | CHAMBLEE-DUNWOODY ROAD               | COTILLION DRIVE | <b>Service Type</b> | Sideways and Trails | <b>Analysis</b> | Exempt from Air Quality Analysis (40 CFR 93) |                |     |                     |     | LCI                 | <input checked="" type="checkbox"/> Flex <input type="checkbox"/> |

  

|     | Fund Type  | Year      | Status     | Federal            | State      | Local              | Bonds      | Total              |
|-----|--|-----------|------------|--------------------|------------|--------------------|------------|--------------------|
| PE  | Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)                    | 2022      | Authorized | \$560,000          | \$0        | \$140,000          | \$0        | \$700,000          |
| PE  | Local Jurisdiction/Municipality Funds  | 2025      | Authorized | \$0                | \$0        | \$250,000          | \$0        | \$250,000          |
| PE  | Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000 | 2025      | Authorized | \$400,000          | \$0        | \$100,000          | \$0        | \$500,000          |
| PE  | Transportation Alternatives (TA) Set-aside - Urbanized Areas with Populations over 200,000 | 2026      |            | \$400,000          | \$0        | \$100,000          | \$0        | \$500,000          |
| ROW | Local Jurisdiction/Municipality Funds  | 2027      |            | \$0                | \$0        | \$175,000          | \$0        | \$175,000          |
| CST | Local Jurisdiction/Municipality Funds  | 2029-2030 |            | \$0                | \$0        | \$2,800,000        | \$0        | \$2,800,000        |
|     |  |           |            | <b>\$1,360,000</b> | <b>\$0</b> | <b>\$3,565,000</b> | <b>\$0</b> | <b>\$4,925,000</b> |

## 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 |

### **Supplemental Agreement (SA) No. 2 Amount**

|                                      |              |
|--------------------------------------|--------------|
| SA Federal Share:                    | \$400,000.00 |
| SA Local Share:                      | \$350,000.00 |
| Total SA Amount:                     | \$750,000.00 |
| Total SA Eligible for Reimbursement: | \$400,000.00 |

### **Composite Contract Totals** **(Original Contract + Supplemental Agreement No. 1 and 2)**

|   |                 |
|---|-----------------|
| Composite Contract Federal Share:           | \$ 1,360,000.00 |
| Composite Contract Local Share:             | \$ 590,000.00   |
| Composite Total Contract Amount:            | \$ 1,950,000.00 |
| Composite Total Eligible for Reimbursement: | \$ 1,360,000.00 |



**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

---

Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date