



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

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Michael Smith, Public Works Director

**Date:** April 13, 2026

**Subject:** **Agreement with the Perimeter CID for Bridge Enhancements for the I-285 East Express Lanes Project**

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### **ACTION**

Authorize the City Manager or his designee to execute all documents necessary and proper for an Agreement with the Perimeter Community Improvement District (PCID) to fund bridge enhancements on Perimeter Center Parkway and Ashford Dunwoody Road as part of the I-285 East Express Lanes Project.

### **SUMMARY**

The Georgia Department of Transportation (GDOT) is currently in the procurement phase to select a developer for the I-285 East Express Lanes Project. The scope of the project includes reconstruction of the Ashford Dunwoody Road bridge over I-285 and modification of the Perimeter Center Parkway bridge. The City and PCID have coordinated with GDOT to incorporate enhancements for these bridges into the construction. The cost for the bridge enhancements to be funded by the PCID has been set at \$3,432,000.

GDOT proposes to enter into an intergovernmental agreement with the city for these enhancements as well as other enhancements within Dunwoody. The proposed agreement between the City and the PCID provides for the PCID to pay the City for the enhancements within the PCID at least 30 days prior to the date when the funds are due to GDOT.

### **RECOMMENDED ACTION**

Authorize the City Manager or his designee to execute all documents necessary and proper for an Agreement with the Perimeter Community Improvement District (PCID) to fund bridge enhancements on Perimeter Center Parkway and Ashford Dunwoody Road as part of the I-285 East Express Lanes Project.

**AGREEMENT BY AND BETWEEN  
THE CITY OF DUNWOODY AND  
THE CENTRAL DEKALB PERIMETER COMMUNITY IMPROVEMENT DISTRICT FOR THE  
BRIDGE ENHANCEMENT FEATURES IN THE GEORGIA DEPARTMENT OF  
TRANSPORTATION I-285 EAST EXPRESS LANES PROJECT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Dunwoody, Georgia (the "City"), a municipal corporation organized and existing under the laws of the State of Georgia, and the Central DeKalb Perimeter Community Improvement District (the "CID"), a community improvement district organized and existing under the laws of the State of Georgia and located in the City of Dunwoody (the City and the CID each a "Party" and, collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the CID is a community improvement district authorized under Georgia law; and

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

**WHEREAS**, the City of Dunwoody has determined that facilitating and expediting the implementation of transportation improvement projects in the Dunwoody area with the CID will enhance economic development, and generally improve the quality of life in the City and surrounding area; and

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

**WHEREAS**, the CID has proposed a set of bridge enhancement projects that the Georgia DOT is willing to include in the I-285 East Express Lanes Project; and

**WHEREAS**, the Georgia DOT is proposing to enter into an Intergovernmental Agreement with the City of Dunwoody for the inclusion of these bridge enhancement projects; and

**WHEREAS**, the City and the CID desire to enter into this Agreement to set forth the terms and conditions pursuant to which the CID will transmit funds to the City to transmit to the Georgia Department of Transportation (GDOT) for the bridge enhancements within the I-285 East Express Lanes project.

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

**1.  
THE PROJECT**

The Project consists of the bridge enhancements approved by GDOT for the Perimeter Center Parkway and Ashford Dunwoody Road bridges within the I-285 state rights of way, that are

included within the GDOT I-285 East Express Lanes project. This Agreement sets forth the terms and conditions pursuant to which the CID and the City will transmit the funds to GDOT for this project.

**A.** The City of Dunwoody will enter into an Intergovernmental Agreement with the Georgia Department of Transportation that includes terms for how the CID’s funding of up to \$3,432,000 for these two bridge enhancement projects will be transmitted to the State.

**B.** Upon Award of the I-285 East Express Lanes project by GDOT, the City, GDOT and CID will mutually confirm that the scope of work is consistent with the design documents included in the Intergovernmental Agreement between the City and GDOT. .

**C.** The CID will transmit the necessary funds, as referenced in items A and B above, to the City at least 30 days prior to these funds being due to the Georgia DOT, per the terms of the City’s IGA with GDOT, as modified by the final I-285 East Express Lanes construction contracts.

**2.  
TERM**

**Term.** This Agreement shall commence on the date executed by both parties, and shall remain in effect until transmittal of the necessary funds to the Georgia DOT.

**3.  
NOTICES**

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

If to the City: City Manager

City of Dunwoody

If to the CID: Executive Director

Central DeKalb Perimeter Community Improvement District  
1100 Abernathy Road, N.E.  
500 Northpark, Lobby Suite 15  
Sandy Springs, Georgia 30328  
e-mail: \_\_\_\_\_

With a copy to: Chairperson

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

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

**4.  
GOVERNING LAW**

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

**5.  
VENUE**

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

**6.  
MODIFICATIONS; AMENDMENTS**

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

**7.  
RELATIONSHIP**

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

**8.  
ENTIRE AGREEMENT**

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

**9.  
AUTHORITY**

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

**10.  
EFFECTIVE DATE**

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

**11.  
NO PRIVITY WITH OTHERS**

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

**12.  
COUNTERPARTS**

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

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

**CENTRAL DEKALB PERIMETER COMMUNITY  
IMPROVEMENT DISTRICT**

(SEAL)

By: \_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Title: Chairman  
  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: Ann Hanlon  
  
\_\_\_\_\_  
Title: Executive Director  
  
Date: \_\_\_\_\_

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**CITY OF DUNWOODY**

(SEAL)

By: \_\_\_\_\_  
Lynn Deutsch, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney