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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Awet Eyasu

Yterenickia Bell

Laura Hopkins

Jamie Carroll

Susan Hood

Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

Tuesday, October 3, 2023 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**

A. To approve from the following meetings minutes:

- 09/05/2023 – City Council Meeting
- 09/14/2023 – Special Called City Council Meeting
- 09/26/2023 – City Council Work Session

4. **REPORTS**

- A. Planning/Economic and Development Report
- B. City Manager's Report
- C. City Attorney's Report
- D. Council Remarks
- E. Mayor's Report

5. **PUBLIC COMMENTS**

Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.

6. **OLD BUSINESS**

7. **CONSENT AGENDA**

- A. To approve a resolution authorizing a Settlement Agreement with PivotPath, LLC.
- B. To approve a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc.
- C. To approve a resolution declaring property surplus for the Clarkston Police Department.

8. **NEW BUSINESS**

9. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, October 3, 2023. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_5LbWFcGoQ3KN98HvdlcSvg

After registering, you will receive a confirmation email containing information about joining the webinar.

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, SEPTEMBER 5, 2023

On the 5th day of September 2023, at 7:05 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Vice Mayor Johnson called the meeting to order. The following members of the Council Members were present: Councilmembers Awet Eyasu; Jamie Carroll; Laura Hopkins; Susan Hood; and Yterenickia Bell. Absent: Mayor Beverly Burks. The following City staff were present: Dan Defnall (Acting City Manager); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:05 p.m.

2. ROLL CALL

All Councilmembers were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

A. To approve minutes the following meetings:

- 07/25/2023 – City Council Meeting
- 08/03/2023 - City Council Meeting
- 08/07/2023 – Special Called City Council Meeting
- 08/10/2023 – Special Called City Council Meeting
- 08/24/2023 – Special Called City Council Meeting
- 08/29/2023 - City Council Work Session

Councilmember Hopkins made a motion to approve the following meeting minutes: 07/25/2023 City Council Meeting, 08/03/2023 City Council Meeting, 08/07/2023 Special Called City Council Meeting, 08/10/2023 Special Called City Council Meeting, 08/24/2023 Special Called City Council Meeting, and the 08/29/2023 City Council Work Session with the changes suggested by Councilmember Hood. Councilmember Carroll duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Planning/Economic and Development Report and the City Manager's Report.

- Planning/Economic and Development Manager, Lisa Camera gave a brief report of current programs, projects, and review of current zoning and plans.

B. City Manager's Report

- Acting Finance Director, Dan Defnall gave an overview of the upcoming city events and the current status of the budget.

C. City Attorney's Report

- No report.

D. Council Remarks

- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report

- No report

5. PUBLIC COMMENTS

The following citizens presented public comments: Debbie Gathmann and Robert Winfrey.

6. OLD BUSINESS

- A. To approve a resolution amending the agreement with Sumter Local Government Consulting for professional services for an Interim City Manager.

City Attorney, Stephen Quinn stated the Council previously approved an agreement with Sumter Local Government Consulting and the compensation structure was an hourly agreement. The were follow up discussions with Sumter Local Government Consulting and the Mayor, it was determined to be more desirable for both sides to use monthly amount to pay Sumter Local Government Consulting rather than an hourly amount. There were a few extra details included in the contract.

The Council briefly discussed this item.

Councilmember Hood made a motion to approve a resolution amending the agreement with Sumter Local Government Consulting for professional services for an Interim City Manager. Councilmember Carrol duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (6-0).

7. CONSENT AGENDA

- A. To approve a resolution disavowing the reported contract with Human Resources Dimensions, Inc.
- B. To approve a resolution disavowing the reported contract with PivotPath, LLC.
- C. To approve a resolution disavowing the reported contract with ProLogic ITS, LLC.
- D. To approve a resolution approving an agreement with Integrated Science & Engineering, Inc. to conduct the Clarkston Stormwater Utility Digest Review.
- E. To approve a resolution approving an agreement with CSX Transportation, Inc. for the Realignment of Northern Ave. to Mell Ave. at Church St.
- F. To approve an application by AM United, LLC DBA M Mart for an Alcohol License at 926 Montreal Rd., Clarkston, GA 30021 (*formerly Thriftown*) due to change of ownership.
- G. To approve increasing ARPA allocations for the Weatherization Program in the amount of \$120,000.

Councilmember Carroll made a motion to approve the Consent Agenda. Councilmember Eyasu duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

- A. To approve a resolution appointing Tammi Saddler Jones as Interim City Manager.

Tammi Saddler Jones gave a brief introduction of herself and background and experience pertaining to this position.

Councilmember Eyasu made a motion to approve a resolution appointing Tammi Saddler Jones as Interim City Manager. Councilmember Carroll duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (5-0-1). Councilmember Bell abstained.

- B. To approve a resolution to continue the suspension of HOST, continue the levy of EHOST, continue the 1% SPLOST, approve the City's SPLOST Project List, call a Referendum Election and approve the City's portion of the Ballot Form.

City Attorney, Stephen Quinn gave a brief overview of this item and stated the estimated cost and categories are what need to be approved by the City Council.

The Council discussed this item.

Councilmember Eyasu made a motion to approve a resolution to continue the suspension of HOST, continue the levy of EHOST, continue the 1% SPLOST, approve the City's SPLOST Project List, call a Referendum Election and approve the City's portion of the Ballot Form for the following four categories: Road, street and bridge purposes, including sidewalks and bicycle paths at \$10,347,587 (60%); A cultural facility, recreational facility or historic facility at \$3,449,196 (20%); A courthouse; administrative building; civic center at \$2,241,977 (13%); and Public safety facilities, airport facilities and/or related capital equipment at \$1,207,218 (7%). Councilmember Hood duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (6-0).

- C. To approve a resolution authorizing an Intergovernmental Agreement with DeKalb County and other municipalities relating to the continuation of a 1% Sales and Use Tax.

City Attorney, Stephen Quinn presented a brief overview of this item.

Councilmember Hood made a motion to approve a resolution authorizing an Intergovernmental Agreement with DeKalb County and other municipalities relating to the continuation of a 1% Sales and Use Tax. Councilmember Eyasu duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (6-0).

9. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Councilmember Bell duly seconded the motion. Vice Mayor Johnson called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 8:02 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Debra D. Johnson
Vice Mayor

MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON IN SAID CITY ON THURSDAY, SEPTEMBER 14, 2023

On the 14th day of September 2023, at 7:00 p.m., the City Council of Clarkston, Georgia met in special session in-person in said City. Vice Mayor Debra Johnson called the meeting to order. The following member of the Council Members were present: Councilmembers Awet Eyasu; Yterenickia Bell; Jamie Carroll (virtual); Laura Hopkins. Absent: Mayor Beverly Burks and Councilmember Susan Hood. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Tomika R. Mitchell (City Clerk); Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

The meeting was called to order at 7:45 p.m.

2. ROLL CALL

Mayor Beverly Burks and Councilmember Hood were absent.

3. NEW BUSINESS

A. To consider and adopt a resolution changing the Georgia Municipal Employee Benefits Services (GMEBS) Health Insurance Plan for the City of Clarkston 2024 Benefits.

Interim City Manager, Tammi Saddler Jones stated the City of Clarkston has not previously made changes to our Health Benefits plan option for several years now. Health Insurance benefits costs have continued to escalate over the past several years. The percentage increase for 2024 is 3%. In comparison to previous years, in 2021 rates increased by 13%, 2022 rates increased by 5%, and 2023 rates increased by 20%.

Ms. Saddler Jones stated there were three plan options and presented an overview of each option: (1) Keep the current HMO 90% Plan – no other changes; (2) keep the current HMO 90% Plan and add Delta Dental and a Vision Plan, and (3) change to a HMO 80% Plan and add Delta Dental and a Vision Plan.

Councilmember Carroll entered the meeting virtually.

The City of Clarkston currently offers employees a substandard dental program that is basically a discount on services provided and the city does not offer any type of Vision plan. Staff would like to consider changing our HMO 90% Open Access Plan to the HMO 80% Open Access Plan to reduce our overall premiums and add the GMEBS PPO Delta Dental Plan and the Anthem Blue View Vision Plan for 2024. Staff also propose that the City of Clarkston continue to pay 100% for employee coverage and 50% of the cost of family coverage.

The cost analysis between the two plans shows that if we change to the HMO 80% Plan for 2024, the overall savings for health insurance premiums will be \$22,230. The cost increase of adding the Delta Dental Plan would be \$13,500 and the cost increase of adding the Anthem Blue View Vision Plan would be \$4,379.40. We can implement the new dental and vision plans and still have an approximate savings of \$4,350.

The change from the HMO 90% Plan to the HMO 80% Plan difference to our employees will be as follows: The individual annual deductible for employees will increase from \$250 to \$500. The family annual deductible for employees will increase from \$750 to \$1,500. The copay for office visits for primary care and Specialist office visits will increase by \$5 per visit.

Staff recommended changing from the HMO 90% Plan to HMO 80% Plan and adding Delta Dental and Vision plans and continuing to offer the PPO 90/70 500 Plan and the PPO 80/60 500 Plan for 2024 since a few employees are enrolled in those plans.

Finance Director, Dan Defnall gave a brief overview of what the city currently pays towards dependent coverage for employees, stating the City currently pays 100% of the health insurance premium for employees only and 50% of the cost of family coverage amount above the employee only rate.

Denise Joyce, GMA Director of Life and Health Insurance Services gave a brief overview of the proposed changes to Clarkston's Employee Benefits Services (GMEBS) Health Insurance Plan for 2024.

The Council briefly discussed this item.

Councilmember Eyasu made a motion to adopt changing the Health Benefits Plan available for the City of Clarkston employees to GMEBS, Georgia Municipal Employee Benefits Services for the Plan Year 2024 and change from the HMO 90% Plan to HMO 80% Plan and adding Delta Dental and Vision plans and continuing to offer the PPO 90/70 500 Plan and the PPO 80/60 500 Plan for 2024. Councilmember Bell duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (4-1). Councilmember Hopkins voted "no".

4. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Councilmember Bell duly seconded the motion. Vice Mayor Johnson called for the vote and declared the motion approved (4-0).

The meeting adjourned at 8:08 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Debra D. Johnson
Vice Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, SEPTEMBER 26, 2023

On the 26th day of September 2023, at 7:01 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Vice Mayor Debra Johnson called the meeting to order. Mayor Beverly Burks and the following members of the City Council were present: Councilmembers Jamie Carroll; Awet Eyasu, Susan Hood, Yterenickia Bell, and Laura Hopkins. Absent: . The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

Vice Mayor Johnson called the meeting to order.

2. ROLL CALL

No Councilmembers were absent.

3. PUBLIC COMMENTS

Vice Mayor Johnson read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

There was no discussion under this item.

5. OLD BUSINESS

A. To discuss a resolution authorizing a Settlement Agreement with PivotPath, LLC.

Interim City Manager, Tammi Saddler Jones stated this item was to authorize a Settlement Agreement and full and final release of all claims with PivotPath, LLC. The City will make payment to PIVOT in the amount of eleven thousand and seven dollars and fifty cents (\$11,007.50) within ten (10) days after the date that both parties formally approve and execute the agreement.

Councilmember Eyasu entered the meeting.

The Council briefly discussed this item.

City Attorney, Stephen Quinn gave a brief overview of the previous Council approval to disavow PivotPath's contract and discuss settling the final invoice with the company.

Zoom ended due to an inappropriate interruption. However, the in-person meeting continued.

This item will be placed on the Consent Agenda on the next City Council agenda.

- B. To discuss a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc.

Interim City Manager, Tammi Saddler Jones stated this item was to authorize a Settlement Agreement and full and final release of all claims with Human Resources Dimensions, Inc. The City will issue payment in the amount of twelve thousand eight hundred dollars (\$12,800) via check to HRD within ten (10) days of both parties formally approving and executing the agreement.

The Council briefly discussed this item.

This item will be placed on the Consent Agenda on the next City Council agenda.

6. NEW BUSINESS

- A. To discuss adopting a resolution to declare property surplus for the Clarkston Police Department.

Interim City Manager, Tammi Saddler Jones stated this item was to approve declaration of old and obsolete equipment as surplus property that can be sold and disposed of in compliance with O.C.G.A. 36-37-6(a). The Police Department requested the 2017 Dodge Charger be declared as obsolete and surplus equipment to be auctioned for sale. This vehicle was acquired in February 2017, has been in service for almost 8 years, has mileage of 78,012 and major mechanical issues that are not worth repair costs.

The Council briefly discussed this item.

This item will be placed on Consent Agenda on the next City Council agenda.

- B. To discuss issuing a Request for Proposal for a search firm to hire a new City Manager.

Councilmember Carroll recommended staff issuing a Request For Proposal for the hiring of a search firm to conduct a professional search for a new City Manager.

Mr. Quinn gave a brief overview of the current contract with Sumter Local Government Consulting and what the contract consists of.

Mayor Burks entered the meeting during the discussion and presided over the meeting.

The Council briefly discussed this item.

This item was for discussion only and staff will move forward with drafting a Request for Proposal. This item will not be placed on the next City Council agenda.

7. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn the meeting. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 7:27 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

ACTION TYPE:
Vote

MEETING DATE: October 3, 2023

SUBJECT: To approve a resolution authorizing a Settlement Agreement with PivotPath, LLC.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve a resolution authorizing a Settlement Agreement with PivotPath, LLC.

NEED/ IMPACT: To authorize a Settlement Agreement and Full and Final Release of all Claims with PivotPath, LLC. The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute the agreement.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT WITH PIVOTPATH, LLC.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council authorizes the Mayor to sign the Settlement Agreement with PivotPath, LLC for full and final release of all claims with PivotPath, LLC. The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute the agreement. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of all Claims (“Agreement”) is between the City of Clarkston, Georgia (the “CITY”) and PivotPath, LLC (“PIVOT” and together with the CITY, the “Parties”).

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Clarkston that the former City Manager directed PIVOT to proceed with certain communications services pursuant to a purported contract between PIVOT and the CITY; and

WHEREAS, the purported contract between the CITY and PIVOT was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the purported contract between the CITY and PIVOT was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the purported contract between the CITY and PIVOT was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, nonetheless, PIVOT has already performed certain services for the CITY; and

WHEREAS, a purported contract that has not been subjected to the CITY’s legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be

enforced against the CITY; and

WHEREAS, pursuant to Resolution No. 2023-034, the CITY disavowed the purported contract between the CITY and PIVOT; and

WHEREAS, pursuant to Resolution No. 2023-034, the City Attorney contacted PIVOT to make it aware of the purported contract's disavowal and to negotiate a reasonable settlement to compensate PIVOT for its services previously delivered to the CITY; and

WHEREAS, the CITY and PIVOT (collectively, "the Parties") have agreed to a resolution of any and all claims by PIVOT related to the purported contract and/or services provided thereto that it has, had, or may have had against the CITY.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the terms of this Agreement, the Parties agree to the following:

I. Release of Claims.

In return for the good and valuable consideration described in this Agreement, PIVOT, on behalf of itself, its agents, attorneys, successors and assigns, hereby releases, waives, and forever gives up any and all actions, causes of action, demands, claims, potential claims, rights, damages, and claims for damages and/or other monetary and non-monetary recovery (including, but not limited to, compensatory damages, punitive damages, attorneys' fees, sanctions, medical and other expenses, declaratory relief, injunctive relief, mandamus and other extraordinary remedies), of

whatsoever kind and nature that he has, may have, or claims to have, against the CITY, together with its offices, agencies, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, officers, elected or appointed officials, in their official and individual capacities, agents, representatives, employees, servants, volunteers, successors, assigns, partners, attorneys, insurers, and any other affiliated entities, without limitation, and each of their successors, assigns, directors, officers, partners, agents, and employees (collectively, the “City Releasees”).

The claims and potential claims waived and released by PIVOT herein include any and all possible claims or damages, whether past, present, or future, that PIVOT had, has, or may have had against the City Releasees, that in any way relate to or arise from the purported contract, including but not limited to any purported agreement arising out of the document attached hereto as Exhibit A. This Agreement shall not be interpreted to waive or release any claims that occur or arise after the date PIVOT executes this Agreement or any claims or rights that cannot, by law, be waived or released.

II. Affirmations and Covenant Not to Sue.

PIVOT affirms that it currently has no lawsuits, charges or other legal claims pending against the CITY. PIVOT agrees that it will not assert, pursue, or attempt to assert or pursue any lawsuit or claim that it has released and waived in paragraph I above, and will not authorize anyone else to do so on its behalf. However, nothing

contained in this Agreement shall be construed to prevent PIVOT or the CITY from bringing suit to enforce the terms of this Agreement.

III. Payment.

The City will make payment to PIVOT in the amount of Eleven Thousand and Seven Dollars and Fifty Cents (\$11,007.50) within ten (10) days after the date that both Parties formally approve and execute this Agreement.

IV. Capacity and Authority to Execute.

The Parties represent and warrant that they are legally viable and competent to enter into this Agreement, are relying on independent judgment and the advice of legal counsel, if they so choose, and have not been unduly influenced, pressured, or coerced to any extent whatsoever in making this Agreement. In addition, the undersigned represent that when signing on behalf of a corporate entity, they have full authority to execute this Agreement in the capacities noted so as to bind each such party to this Agreement.

V. No Admission.

The Parties agree, acknowledge and represent that this Agreement is not intended by either Party to be construed as an admission by either Party of any liability or violation of any federal, state and/or local law, statute, ordinance, regulation, or legal or moral duty of any nature whatsoever. The Parties have entered into this Agreement for the purpose of maintaining an amicable and cooperative

relationship. The Parties agree that this Agreement shall not constitute or be asserted by either Party to this Agreement to constitute evidence of the existence, non-existence, validity, or invalidity of any right, claim, obligation, liability, or wrongdoing, except as expressly provided for herein and then only for purposes of the enforcement of (or defense against) claims made under or pursuant to the terms of this Agreement.

VI. No Assignment of Claims and Warranty.

PIVOT on behalf of itself and its representatives, agents, estate, heirs, executors, administrators, successors, and assigns, hereby expressly warrants and represents that it is the owner of all claims released by PIVOT herein, that it has not assigned or transferred or purported to have assigned or transferred (whether expressly, impliedly, voluntarily, or by operation of law or otherwise) any of the claims released by PIVOT herein or any portion thereof.

VII. Governing Law.

This Agreement shall be construed, interpreted and enforced, both as to substance and remedies, in accordance the laws of the State of Georgia. PIVOT irrevocably consents to the personal jurisdiction of the courts of the State of Georgia and to the personal jurisdiction of the State and/or Superior Court of DeKalb County, Georgia, for all purposes related to this Agreement. Further, PIVOT irrevocably consents to venue in the State and/or Superior Court of DeKalb County, Georgia.

The Parties hereby waive any objections to jurisdiction and venue as set forth herein, including, but not limited to, any forum non conveniens objections.

VIII. Severability.

This Agreement is severable. If a Court of competent jurisdiction determines that any portion of this Agreement is unenforceable for any reason, that determination will not affect the enforceability of any other paragraph or provision of this Agreement.

IX. Cooperative Drafting.

The Parties have cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter, and the Parties waive any common law or statutory provision that would construe an ambiguous term against the other party as the drafter of this Agreement.

X. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI. Entire Understanding.

The Parties understand and agree that this Agreement constitutes the entire understanding between PIVOT and the CITY concerning the subject matter covered

herein, and supersedes any and all verbal or written discussions, proposals, and/or offers of compromise or settlement regarding this matter. This Agreement cannot be changed except in a writing signed by PIVOT and the CITY.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the Agreement to be executed as of the day and year first written above.

CITY OF CLARKSTON, GEORGIA

Mayor Beverly H. Burks

Date: _____

Attest:

Tomika Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

PIVOTPATH, LLC

Date: _____

By: Elizabeth Oke
Its: Manager

Sworn to and subscribed before
me this ____ day of _____, 2023.

Notary Public
My Commission Expires:

CITY OF CLARKSTON

ITEM NO: 7B

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

ACTION TYPE:
Vote

MEETING DATE: October 3, 2023

SUBJECT: To approve a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc. (HRD).

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve a resolution authorizing a Settlement Agreement with Human Resources Dimensions, Inc.

NEED/ IMPACT: To authorize a Settlement Agreement and Full and Final Release of all Claims with Human Resources Dimensions, Inc. The City will issue payment in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check to HRD within ten (10) days of both parties formally approving and executing the agreement.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO SIGN A SETTLEMENT AGREEMENT WITH HUMAN RESOURCES DIMENSIONS, INC.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council authorizes the Mayor to sign the Settlement Agreement with Human Resources Dimensions, Inc. for full and final release of all claims with Human Resources Dimensions, Inc. The City will make payment to Human Resources Dimensions, Inc. in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check within ten (10) days of both parties formally approving and executing the agreement. A copy of said agreement is attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of all Claims (“Agreement”) is between the City of Clarkston, Georgia (the “CITY”) and Human Resources Dimensions, Inc. (“HRD” and together with the CITY, the “Parties”).

WHEREAS, it has come to the attention of the Mayor and City Council of the City of Clarkston that the former City Manager directed HRD to proceed with certain human resources consulting services pursuant to a purported contract between HRD and the CITY; and

WHEREAS, the purported contract between the CITY and HRD was not subject to public bid or proposal pursuant to City Code Sec. 2-5; and

WHEREAS, the purported contract between the CITY and HRD was not approved by majority vote of the City Council pursuant to City Charter Sec. 2.03; and

WHEREAS, the purported contract between the CITY and HRD was not approved as to form by the City Attorney pursuant to City Charter Sec. 3.03; and

WHEREAS, nonetheless, HRD has already performed certain services for the CITY and the CITY has received work product from HRD; and

WHEREAS, a purported contract that has not been subjected to the CITY’s legal procurement process, has not been approved as to form by the City Attorney and has not been approved by the City Council is not legally binding and cannot be

enforced against the CITY; and

WHEREAS, pursuant to Resolution No. 2023-033, the CITY disavowed the purported contract between the CITY and HRD; and

WHEREAS, pursuant to Resolution No. 2023-033, the City Attorney contacted HRD to make it aware of the purported contract's disavowal and to negotiate a reasonable settlement to compensate HRD for its work product previously delivered to the CITY; and

WHEREAS, the CITY and HRD (collectively, "the Parties") have agreed to a resolution of any and all claims by HRD related to the purported contract and/or work product related thereto that it has, had, or may have had against the CITY.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the terms of this Agreement, the Parties agree to the following:

I. Release of Claims.

In return for the good and valuable consideration described in this Agreement, HRD, on behalf of itself, its agents, attorneys, successors and assigns, hereby releases, waives, and forever gives up any and all actions, causes of action, demands, claims, potential claims, rights, damages, and claims for damages and/or other monetary and non-monetary recovery (including, but not limited to, compensatory damages, punitive damages, attorneys' fees, sanctions, medical and other expenses, declaratory relief, injunctive relief, mandamus and other extraordinary remedies), of

whatsoever kind and nature that he has, may have, or claims to have, against the CITY, together with its offices, agencies, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, officers, elected or appointed officials, in their official and individual capacities, agents, representatives, employees, servants, volunteers, successors, assigns, partners, attorneys, insurers, and any other affiliated entities, without limitation, and each of their successors, assigns, directors, officers, partners, agents, and employees (collectively, the “City Releasees”).

The claims and potential claims waived and released by HRD herein include any and all possible claims or damages, whether past, present, or future, that HRD had, has, or may have had against the City Releasees, that in any way relate to or arise from the purported contract, including but not limited to any purported agreement arising out of the document attached hereto as Exhibit A. This Agreement shall not be interpreted to waive or release any claims that occur or arise after the date HRD executes this Agreement or any claims or rights that cannot, by law, be waived or released.

II. Affirmations and Covenant Not to Sue.

HRD affirms that it currently has no lawsuits, charges or other legal claims pending against the CITY. HRD agrees that it will not assert, pursue, or attempt to assert or pursue any lawsuit or claim that it has released and waived in paragraph I above, and will not authorize anyone else to do so on its behalf. However, nothing

contained in this Agreement shall be construed to prevent HRD or the CITY from bringing suit to enforce the terms of this Agreement.

III. Payment.

The City will issue payment in the amount of Twelve Thousand Eight Hundred Dollars (\$12,800) via check to HRD within ten (10) days of both parties formally approving and executing this Agreement.

IV. Capacity and Authority to Execute.

The Parties represent and warrant that they are legally viable and competent to enter into this Agreement, are relying on independent judgment and the advice of legal counsel, if they so choose, and have not been unduly influenced, pressured, or coerced to any extent whatsoever in making this Agreement. In addition, the undersigned represent that when signing on behalf of a corporate entity, they have full authority to execute this Agreement in the capacities noted so as to bind each such party to this Agreement.

V. No Admission.

The Parties agree, acknowledge and represent that this Agreement is not intended by either Party to be construed as an admission by either Party of any liability or violation of any federal, state and/or local law, statute, ordinance, regulation, or legal or moral duty of any nature whatsoever. The Parties have entered into this Agreement for the purpose of maintaining an amicable and cooperative

relationship. The Parties agree that this Agreement shall not constitute or be asserted by either Party to this Agreement to constitute evidence of the existence, non-existence, validity, or invalidity of any right, claim, obligation, liability, or wrongdoing, except as expressly provided for herein and then only for purposes of the enforcement of (or defense against) claims made under or pursuant to the terms of this Agreement.

VI. No Assignment of Claims and Warranty.

HRD on behalf of itself and its representatives, agents, estate, heirs, executors, administrators, successors, and assigns, hereby expressly warrants and represents that it is the owner of all claims released by HRD herein, that it has not assigned or transferred or purported to have assigned or transferred (whether expressly, impliedly, voluntarily, or by operation of law or otherwise) any of the claims released by HRD herein or any portion thereof.

VII. Governing Law.

This Agreement shall be construed, interpreted and enforced, both as to substance and remedies, in accordance the laws of the State of Georgia. HRD irrevocably consents to the personal jurisdiction of the courts of the State of Georgia and to the personal jurisdiction of the State and/or Superior Court of DeKalb County, Georgia, for all purposes related to this Agreement. Further, HRD irrevocably consents to venue in the State and/or Superior Court of DeKalb County, Georgia.

The Parties hereby waive any objections to jurisdiction and venue as set forth herein, including, but not limited to, any forum non conveniens objections.

VIII. Severability.

This Agreement is severable. If a Court of competent jurisdiction determines that any portion of this Agreement is unenforceable for any reason, that determination will not affect the enforceability of any other paragraph or provision of this Agreement.

IX. Cooperative Drafting.

The Parties have cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter, and the Parties waive any common law or statutory provision that would construe an ambiguous term against the other party as the drafter of this Agreement.

X. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI. Entire Understanding.

The Parties understand and agree that this Agreement constitutes the entire understanding between HRD and the CITY concerning the subject matter covered

herein, and supersedes any and all verbal or written discussions, proposals, and/or offers of compromise or settlement regarding this matter. This Agreement cannot be changed except in a writing signed by HRD and the CITY.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the Agreement to be executed as of the day and year first written above.

CITY OF CLARKSTON, GEORGIA

Mayor Beverly H. Burks

Date: _____

Attest:

Tomika Mitchell, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

HUMAN RESOURCES DIMENSIONS, INC.

Date: _____

By: James David Dyak
Its: CEO

Sworn to and subscribed before
me this ____ day of _____, 2023.

Notary Public
My Commission Expires:

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

HEARING TYPE:
Council Meeting

MEETING DATE: October 3, 2023

SUBJECT: To approve a resolution declaring property surplus for the City of Clarkston

DEPARTMENT: Police

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

INFORMATION CONTACT:
Interim City Manager, Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: To approve declaration of old and obsolete equipment as Surplus Property that can be sold and disposed of in compliance with O.C.G.A. 36-37-6(a).

NEED/ IMPACT: The City of Clarkston Police Department requests that the following vehicles be declared as obsolete and surplus equipment to be auctioned for sale:

2017 Dodge Charger
VIN# 2C3CDXAT8HH535642
Mileage: 78,012

This vehicle was acquired in February 2017 has been in service for almost 8 years and has mileage of 78,012 and has major mechanical issues that are not worth repair costs.

RECOMMENDATIONS:

Staff recommends that the Council vote to declare the above mentioned vehicle as surplus property.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA
DECLARING PROPERTY SURPLUS FOR THE CITY OF CLARKSTON

* * * * *

WHEREAS, the below described Police vehicle is no longer necessary, useful or suitable for municipal purposes for the City of Clarkston:

2017 Dodge Charger VIN#2C3CDXAT8HH535642

NOW, THEREFORE BE IT RESOLVED that the above mentioned vehicle be declared surplus property and the City Manager is hereby directed to sell said surplus equipment via public sale in compliance with O.C.G.A. 36-37-6(a).

PASSED, APPROVED and RESOLVED this _____ day of _____ 2023.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

Attest:

Tomika R. Mitchell, City Clerk

Approved as to Form:

Stephen Quinn, City Attorney