



**CITY COUNCIL MEETING  
NOVEMBER 22, 2021- 7:00 PM  
109 SOUTH KING STREET  
DEPOT COMMUNITY ROOM**

**MINUTES**

PRESENT: James F. Palmer, Mayor  
George R. Crowley, Mayor Pro Tem  
Al Edwards, Councilmember  
Jacqueline Palazzolo, Councilmember

ALSO: Paul Worley, City Administrator; Larry Vickery, Utilities Administrator; Kyle Ellis, Assistant Utilities Administrator, Sharon Nelson, City Clerk; George Govignon, City Attorney; Lenny Nesbitt, Fire Chief; and Major Ken Carson, Police Department.

1. **Council Meeting Called to Order**

**Welcome**

Mayor Palmer called the meeting to order and welcomed everyone in attendance.

**Invocation**

Utilities Administrator Vickery gave the invocation.

2. **Pledge of Allegiance**

Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.

3. **Amendment or Approval of Proposed Agenda**

Councilmember Edwards made a motion to approve the November 22, 2021 agenda as presented. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

4. **Amendment or Approval of Minutes**

Mayor Pro Tem Crowley made a motion to approve the minutes of the City Council meeting of November 8, 2021. Councilmember Edwards gave a second with all voting aye. Motion approved.

5. **Mayor's Comments**

A. Mayor Palmer announced that Calhoun city offices will be closed November 25<sup>th</sup> and 26<sup>th</sup> in observance of the Thanksgiving holiday.

**6. Public Hearing and Comments**

Announce at this time, public hearings will be held. The public will have the opportunity to make pro and con comments with a ten minute maximum time limit for each side of the matter, with each person speaking having filed a financial disclosure statement five days prior to the hearing if required, with each person giving their name and address. An inquiry should be made to determine if any elected official has filed a disclosure statement regarding ownership or special interest in any of the agenda items. Zoning Land Use Maps on display in Council Chambers for Zoning Advisory Board and Council hearings.

A. Public hearing of an ordinance to amend, strike or change certain sections of Part II – Code of Ordinances, Chapter 6 – Alcoholic Beverages; Article V; Temporary Authorization for Vendors and Permitting Sale, Pouring and Public Consumption of Malt Beverages and Wine at Special Events, Section 6-192; to provide severability, to repeal or amend conflicting ordinances; to provide an adoption date for enactment; and to provide for all other lawful purposes.

- Mayor Palmer opened the public hearing.
- City Administrator Worley gave the report on legal requirements and notices stating that all had been met.
- Mayor Palmer opened the floor for comments. Mr. Worley stated that the ordinance provides clarification for consuming outdoors requiring a designated container in all designated special event locations.
- There were no other comments and Mayor Palmer closed the public hearing
- Councilmember Palazzolo made a motion to approve the ordinance amendment. Councilmember Edwards gave a second with all voting aye. Motion approved.

**7. New Business**

A. Mayor Palmer read a resolution agreeing to be bound by the Memorandum of Understanding between the State of Georgia and certain local government entities concerning the national distributor and J&J settlements and directing the execution of the "Acknowledgement and Agreement to be Bound By Memorandum of Understanding," "Subdivision Distributor Settlement Participation Form," and "Janssen Settlement Participation Form." City Attorney Govignon stated that the settlement had already been approved. The State is requiring the resolution in order to negotiate on behalf of the City. Mayor Pro Tem Crowley made a motion to authorize Mayor Palmer to sign the resolution. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

B. Mayor Palmer called for a motion concerning an alcohol manager change request at a location of 910 South Wall Street, by Walgreens #17562. The prior manger was Francis Barry and the proposed new manager is Robert Smith. Councilmember Edwards made a motion to approve the request. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

- C. Mayor Palmer called for a motion pertaining to an alcohol manager change request at a location of 1101 Red Bud Road, by Walgreens #208464 (Amended to read as store number #17229 under Item 9 – Other written items not on the agenda). The prior manager was Francis Barry and the proposed new manager is Terry Vanderbogart. Mayor Pro Tem Crowley made a motion to approve the request. Councilmember Edwards gave a second with all voting aye. Motion approved.
- D. Mayor Palmer called for a motion pertaining to a pawn manager change request at a location of 117 West Belmont Drive, by National Title Pawn of Calhoun, LLC. The prior manager was Bridgett Jones and the proposed new manager is Sara Reed. Mayor Pro Tem Crowley made a motion to approve the request. Councilmember Edwards gave a second with all voting aye. Motion approved.
- E. Mayor Palmer called for a motion pertaining to the 2022 alcohol renewals for approval as follows:

**Beer Pouring**

World of Wings

Mayor Pro Tem Crowley made a motion to approve the 2022 beer pouring license as listed. Councilmember Edwards gave a second with all voting aye. Motion approved.

**Beer & Wine Pouring**

Cracker Barrel #424  
El Sol Restaurant  
Gondolier's Pizza

Councilmember Palazzolo made a motion to approve the 2022 beer and wine pouring licenses as listed. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

**Beer, Wine, & Liquor Pouring**

El Nopal

Mayor Pro Tem Crowley made a motion to approve the 2022 beer, wine, and liquor pouring license as listed. Councilmember Edwards gave a second with all voting aye. Motion approved.

**Beer & Wine Package**

A Knight Hi Tech  
Kroger # 393  
Walgreens #17229  
Walgreens #17562

Mayor Pro Tem Crowley made a motion to approve the 2022 beer and wine package licenses as listed. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

**Beer Package**

El Sol Hispanic Grocery  
Food Mart & Tobacco  
Calhoun Food & Tobacco

Mayor Pro Tem Crowley made a motion to approve the 2022 beer package licenses as listed. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

**8. Other Written Items Not on the Agenda**

Councilmember Edwards noted that the store number for Walgreens, located at 1101 Red Bud Road was different on item "C" under "New Business" than the store given on the beer and wine package renewal. City Attorney Govignon determined the correct number was 17229 and asked for a motion to amend the agenda to correct the store number given on item "C" under "New Business". Councilmember Edwards made a motion to amend store number listed in item "C" under "New Business" to 17229.

**9. Work Reports**

A. Paul Worley, City Administrator thanked all the participating departments for their efforts in getting the City ready for Christmas noting that that it takes many people to make the transition. He then gave the October general government cash report noting that the general fund checking balance was \$3,233,910.27. Last month's balance was \$2.4 million. The increase is due to our annual insurance premium tax payment totaling \$1.3 million this year. The revolving loan fund balance was \$339,599.82 and funds are available to lend to businesses who meet the requirements required by the Department of Community Affairs. Hotel motel taxes for August, paid in October were \$73,697.28. This is a significant drop from last month; however, 2020 taxes collected were \$43k which was significantly less than this year. Councilmember Edwards made a motion to approve the general government cash report as presented. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

B. Larry Vickery, Utilities Administrator gave the October Utilities cash report noting that total operating revenues were \$4,198,250.17; total savings and reserves were \$1,898,094.52; making the grand total for both \$6,096,344.69. Councilmember Palazzolo made a motion to approve the utility cash report as presented. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

C. George Govignon, City Attorney

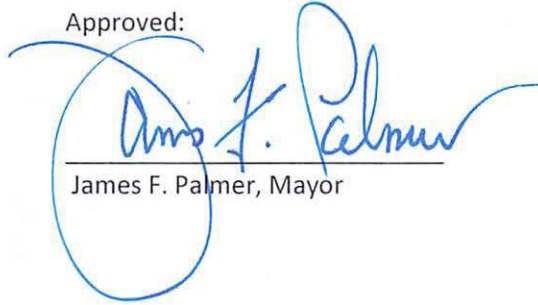
**10. Motion to move to Executive Session, if needed**

**11. Motion to return to General Session**

12. Motion to Adjourn

There being no other business to come before the Council Mayor Pro Tem Crowley made a motion to adjourn. Councilmember Palazzolo gave a second with all voting aye. The motion was approved and the meeting adjourned at 7:13 p.m.

Approved:



James F. Palmer, Mayor

Submitted:



Sharon Nelson, City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF CALHOUN, GEORGIA (“CITY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”**

WHEREAS, the City initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

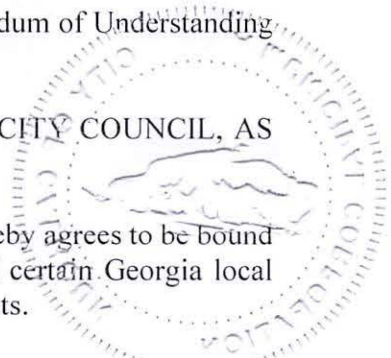
WHEREAS, the City desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE CALHOUN CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The City Council, as the governing body of the City, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The City Council hereby appoints James F. Palmer, as the duly-appointed representative of the City for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.



Section 4. The City Council directs the duly-appointed representative of the City to execute the "ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING," attached hereto and incorporated herein as Exhibit A.

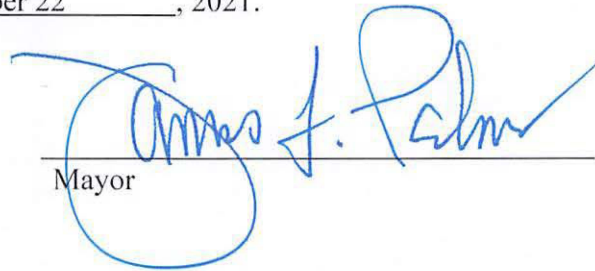
Section 5. The City Council directs the duly-appointed representative of the City to execute the "Subdivision Distributor Settlement Participation Form," attached hereto and incorporated herein as Exhibit B.

Section 6. The City Council directs the duly-appointed representative of the City to execute the "Janssen Settlement Participation Form," attached hereto and incorporated herein as Exhibit C.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

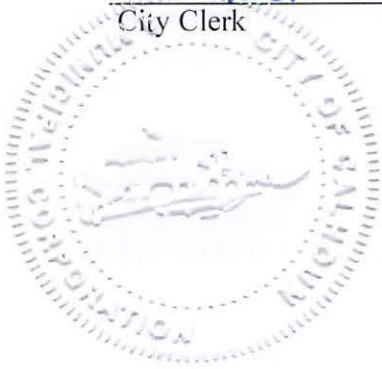
Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the City of Calhoun City Council, held on November 22, 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

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



**EXHIBIT "A"**

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**Acknowledgment and Agreement to Be Bound By Memorandum of Understanding**

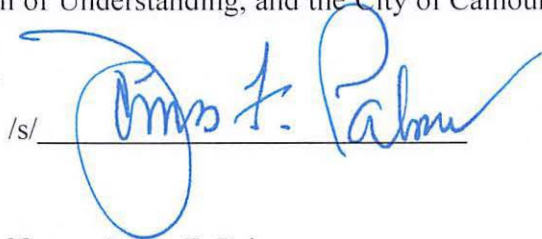
EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT  
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- The City of Calhoun, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of the City of Calhoun, Georgia, and has the authority to execute this document and bind the City of Calhoun, Georgia to the Memorandum of Understanding.
- The City of Calhoun, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.
- The undersigned, on behalf of the City of Calhoun, Georgia, understands and acknowledges the terms of the Memorandum of Understanding, and the City of Calhoun, Georgia agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/



Name James F. Palmer

Title Mayor

Date November 22, 2021

Entity City of Calhoun, Georgia

**EXHIBIT "B"**

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**Subdivision Distributor Settlement Participation Form**

**Subdivision Distributor Settlement Participation Form**

Governmental Entity: City of Calhoun	State: Georgia
Authorized Official: James F. Palmer, Mayor	
Address 1: P.O. Box 248	
Address 2:	
City, State, Zip: Calhoun, GA 30701	
Phone: (706) 629-0151	
Email: JPalmer@calnet-ga.net	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

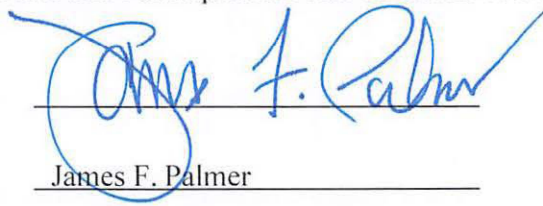
**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
  
12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

James F. Palmer

Title: \_\_\_\_\_

Mayor

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

November 22, 2021

**EXHIBIT "C"**

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**Janssen Settlement Participation Form**

**Janssen Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

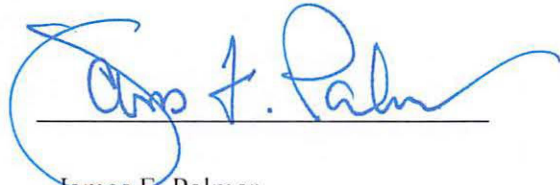
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

James F. Palmer

Title:

Mayor

Date:

November 22, 2021