

11-0-1366
 (Do Not Write Above This Line)

AN ORDINANCE BY
 COMMITTEE ON COUNCIL

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY FOR THE PURPOSE OF SUBMITTING THE QUESTION OF SUNDAY PACKAGE SALES BY RETAILERS OF MALT BEVERAGES, WINE, AND DISTILLED SPIRITS TO THE ELECTORS OF THE CITY OF ATLANTA FOR APPROVAL OR REJECTION FOR THE 2011 SPECIAL ELECTION AUTHORIZED TO BE HELD ON NOVEMBER 8, 2011 OR SUCH OTHER AUTHORIZED DATE; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$17,050.00; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID SPECIAL ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred: 9/19/11
 Referred To: Comm on Council
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

First Reading
 Committee: Committee on Council
 Date: 9/19/11
 Chair: Brian H. Hall
 Referred To: Committee on Council

Committee: CC
 Date: 10/13/11
 Chair: Robin R. Moore
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____

Members: Walter C. Kelly
James D. Hayes
Yvonda Adams
Walter Flowers

Refer To: _____

Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____

Members: _____

Refer To: _____

Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____

Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (see rev. side)
 Other: _____

ADOPTED BY
 Members: _____
 Date: OCT 03 2011
COUNCIL

Refer To: _____

Refer To: _____

- FINAL COUNCIL ACTION
- 2nd
 - 1st & 2nd
 - 3rd
 - Consent
 - V Voice
 - RC Voice

CERTIFIED

OCT 03 2011

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED

OCT 03 2011

[Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

OCT 12 2011

WITHOUT SIGNATURE
 BY OPERATION OF LAW



AN ORDINANCE BY

COMMITTEE ON COUNCIL

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH FULTON COUNTY FOR THE PURPOSE OF SUBMITTING THE QUESTION OF SUNDAY PACKAGE SALES BY RETAILERS OF MALT BEVERAGES, WINE, AND DISTILLED SPIRITS TO THE ELECTORS OF THE CITY OF ATLANTA FOR APPROVAL OR REJECTION FOR THE 2011 SPECIAL ELECTION AUTHORIZED TO BE HELD ON NOVEMBER 8, 2011 OR SUCH OTHER AUTHORIZED DATE; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$17,050.00; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID SPECIAL ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-45 (c) of the Georgia Election Code, the City of Atlanta may, by ordinance, authorize Fulton County to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

WHEREAS, the Georgia State Legislature passed Senate Bill 10 during the 2011 State of Georgia Legislative Session that authorizes counties and municipalities to permit the sale by retailers of malt beverages, wine, and distilled spirits on Sundays, if approved by referendum; and

WHEREAS, the City Council of the City of Atlanta adopted Ordinance No. 11-O-1169 on September 6, 2011 which authorized the calling of an election to be held on November 8, 2011 for the purpose of submitting the question of Sunday package sales to the electors of the City of Atlanta for approval or rejection; and

WHEREAS, said ordinance was approved by operation of law on September 15, 2011; and

WHEREAS, the City of Atlanta wishes to enter into a contract with Fulton County to conduct a Special Election to be held on November 8, 2011, to consider the question of Sunday package sales by retailers of malt beverages, wine, and distilled spirits; and

WHEREAS, the City of Atlanta will pay all costs and expenses associated with said special election as provided in said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That in accordance with Section 21-2-45(c) (2) of the Georgia Election Code, the Mayor be and is hereby authorized to execute an appropriate contractual agreement with Fulton



County to conduct a Special Election on November 8, 2011 to consider the question of Sunday package sales by retailers of malt beverages, wine, and distilled spirits.

SECTION 2: That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code does hereby appoint the Fulton County Board of Registration and Elections, with the Interim Director of the Fulton County Department of Registration and Elections acting as its agent, as the Municipal Election Superintendent for the 2011 Special Election on November 8, 2011.

SECTION 3: That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code does hereby appoint the Fulton County Board of Registration and Elections, with the Interim Director of the Fulton County Department of Registration and Elections acting as its agent, as Absentee Ballot Clerk for said Special Election.

SECTION 4: That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code does hereby appoint the Fulton County Board of Registration and Elections, with the Director or Interim Director of the Fulton County Department of Registration and Elections acting as its agent, as Municipal (Chief) Registrar for said Special Election.

SECTION 5: That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

SECTION 6: That the City shall pay to Fulton County all costs incurred in performing those functions which the City has requested Fulton County to perform in conducting the Special Election, with said amount not to exceed \$17,050.00 which is to be paid from Account Number _____.

SECTION 7: That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto identified as Attachment 1, and to be approved by the City Attorney as to final form.

SECTION 8: That the contract with Fulton County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor and delivered to the contracting party.

SECTION 9: That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

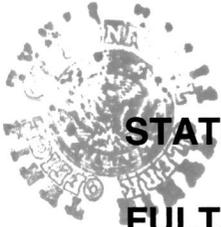
SECTION 10: That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

OCT 03, 2011
OCT 12, 2011



STATE OF GEORGIA

FULTON COUNTY:

THIS AGREEMENT entered into between the **City of Atlanta**, a municipal corporation lying wholly or partially within the County of Fulton, Georgia, hereinafter referred to as "**City**", and **FULTON COUNTY**, a political subdivision of the State of Georgia hereinafter referred to as "**County**".

W I T N E S S E T H:

WHEREAS, the City in the performance of its governmental functions will hold the City of Atlanta Special Election to consider the question of Sunday package sales by retailers of malt beverages, wine, and distilled spirits (the "**Election**") on Tuesday, **November 8, 2011**, hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-2-45(c) of the Official Code of Georgia, Annotated, the City may by ordinance authorize County to conduct such election and the City has heretofore adopted such an ordinance:

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

1.

This Agreement shall govern the obligations of the parties in the conduct of the Election.

2.

The Fulton County Board of Registration and Elections shall operate as the **Special Election Superintendent** (the "**Superintendent**") of the aforementioned election and shall



perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the projected cost therefore attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$17,050.00 for the **City of Atlanta Special Election**, to be maintained in a separate election account with all expenses and charges in connection with the Election to be recorded and paid from said account. Within one hundred twenty (120) days after the date of the Election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the Election and refund any excess in the election's account or collect any deficit which may be in said account. After this time, all other invoices received will be forwarded to the City for payment.

4.

The City Attorney shall furnish all legal services and defenses of litigation required by the Fulton County Board of Registration and Elections or Fulton County personnel arising from the Election under this Agreement. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the Fulton County Legal Department at the reasonable expense of the City; which shall not exceed the costs to the County; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such service shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a



request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services.

County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

No term of this Agreement shall limit the obligations of the Superintendent to take any steps required by the Georgia Election Code and the Rules of the State Election Board and the Charter and Code of Ordinances of the City of Atlanta.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitations.

7.

To the extent allowed by law, the City agrees to indemnify, defend and hold harmless County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

8.

To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost



and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF ATLANTA

(Seal)

Mayor
(Seal)

FULTON COUNTY

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Municipal Clerk

Attest: _____
Clerk to Commission

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

County Attorney

APPROVED:

Chief Financial Officer

(Seal)

Chair, Board of Registration & Elections

RCS# 1464
10/03/11
3:12 PM

Atlanta City Council

REGULAR SESSION

11-O-1366

CONTRACT W/FULTON CO. TO SUBMIT QUESTION
(SAS) TO ELECTORS AND AUTHORIZE PAYMENT
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 2
ABSENT 0

Y Smith	NV Archibong	Y Moore	Y Bond
Y Hall	Y Wan	E Martin	E Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

11-O-1366