

**INTERGOVERNMENTAL AGREEMENT FOR THE  
PROVISION OF ELECTION SERVICES BETWEEN  
FULTON COUNTY, GEORGIA and  
CITY OF ATLANTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Atlanta, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

**WHEREAS**, the parties to this Agreement are both governmental units; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

**WHEREAS**, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

**WHEREAS**, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections.

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and City agree as follows:

## **ARTICLE 1 CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

## **ARTICLE 2 TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2022, unless otherwise terminated as set forth herein.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 8, 2022:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 8, 2022 City Special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 8, 2022 City special election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

#### **ARTICLE 4 COMPENSATION AND CONSIDERATION**

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 7, 2019, the City will not be charged for the cost of said election.

#### **ARTICLE 5 LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the

County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the 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 the 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.

5.4 To the extent allowed by law, the County agrees to 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.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 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 limitation.

## **ARTICLE 6 EMPLOYMENT STATUS**

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

## **ARTICLE 7 RECORDKEEPING AND REPORTING**

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

#### **ARTICLE 8 E-VERIFY AND TITLE VI**

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

#### **ARTICLE 9 AUTHORIZATION**

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 8, 2022 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

#### **ARTICLE 10 TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

## ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:                      Fulton County Board of Registration and Elections  
Attn: Director  
130 Peachtree St SW, Suite 2186  
Atlanta, Georgia 30303  
Facsimile: 404.730.7024

With a copy to:                      Fulton County Office of the County Attorney  
Attn: County Attorney  
141 Pryor Street SW, Suite 4038  
Atlanta, Georgia 30303  
Facsimile: 404.730.6540

If to the City:                      City Clerk

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With a copy to:                      City Attorney

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## ARTICLE 12 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

### **ARTICLE 13 ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

### **ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

### **ARTICLE 15 EBINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

### **ARTICLE 16 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.



**IN WITNESS WHEREOF**, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**

**APPROVED AS TO SUBSTANCE:**

(Seal)

\_\_\_\_\_  
Chair, Board of Commissioners

Attest: \_\_\_\_\_  
Clerk to Commission


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

**ATTEST:**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fulton County Attorney's Office

**APPROVED AS TO SUBSTANCE:**

  
\_\_\_\_\_  
Nadine Williams  
Interim Director, Fulton County Department  
of Registration and Elections

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF ATLANTA, GEORGIA**

 (SEAL)

Mayor

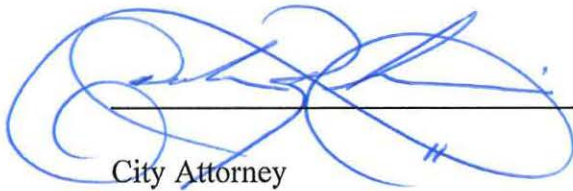
Date: \_\_\_\_\_



City Clerk

(SEAL) A. Vanessa Waldon  
Deputy Municipal Clerk

**APPROVED AS TO FORM:**

  
City Attorney

**APPROVED AS TO SUBSTANCE:**



City Clerk

A. Vanessa Waldon  
Deputy Municipal Clerk

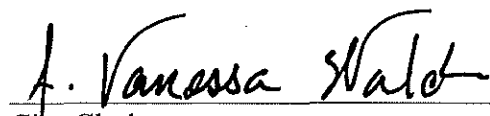
## EXHIBIT A

As per the Agreement executed on \_\_\_\_\_, the City of Atlanta, hereby requests that Fulton County conduct its Special Election on November 8, 2022 within the boundary of Fulton County.

The last day to register to vote in this election is October 10, 2022.

The list of early voting locations will be forthcoming.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

 (SEAL)  
City Clerk                      A. Vanessa Waldon  
Deputy Municipal Clerk

The Fulton County Board of Registrations and Elections agrees to conduct the City of Atlanta Special Election on November 8, 2022, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(SEAL)  
Elections Superintendent  
Fulton County Board of Registration and  
Elections

1                               **RESOLUTION ESTABLISHING A POLICY**  
2                               **BETWEEN MUNICIPALITIES AND FULTON COUNTY FOR FUNDING**  
3                               **ELECTIONS, AND FOR OTHER PURPOSES.**  
4

5  
6               **WHEREAS**, the Fulton County Board of Registration and Elections ("Board") is  
7 the entity empowered to supervise and conduct elections in Fulton County pursuant to  
8 1989 Ga. Laws p. 4577; and

9               **WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any  
10 municipality to contract with the county within which that municipality wholly or partially  
11 lies to conduct any or all elections; and

12               **WHEREAS**, O.C.G.A. § 21-2-45(c) empowers a municipality to, by ordinance,  
13 authorize a county to conduct such elections; and

14               **WHEREAS**, Fulton County is responsible for conducting multiple elections  
15 annually; and

16               **WHEREAS**, an election cost sharing arrangement between Fulton County and its  
17 municipalities has been utilized for conducting elections since the passage of  
18 Resolution 17-0628 during at the August 2, 2017 meeting of the Board of  
19 Commissioners of Fulton County; and

20               **WHEREAS**, the costs associated with conducting general, special and runoff  
21 elections are increasing and demand greater commitment and provision of resources;  
22 and

23               **WHEREAS**, the Board of Commissioners of Fulton County recognizes the need  
24 to fairly apportion the costs of conducting elections to all citizens and voters of Fulton  
25 County; and

26               **WHEREAS**, the Board of Commissioners of Fulton County desires to assist the

1 citizens and voters of its municipalities and school districts in assisting in funding all  
2 future municipal and school district elections.

3 **NOW THEREFORE, BE IT HEREBY RESOLVED,** by the Board of  
4 Commissioners of Fulton County that in even numbered years when Fulton County is  
5 holding a regularly scheduled Primary, Primary runoff, General Election or General  
6 Election runoff, the County will pay the costs of conducting municipal and school district  
7 elections, and hereby waives the fees previously charged to municipalities and school  
8 districts for administration of elections and for the reimbursement of overhead costs.

9 **BE IT FURTHER RESOLVED,** that in odd-numbered years when the  
10 municipalities and school districts hold regularly scheduled and special elections, the  
11 municipalities and school districts will pay for \$2.96 per registered voter for the election.  
12 If a run off is required, the municipalities and school districts will pay \$2.46 per  
13 registered voter. The payment of these per registered voter amounts is inclusive of the  
14 provision of 10 early voting sites. Additional early voting sites could require additional  
15 payment.

16 **BE IT FURTHER RESOLVED,** that in odd-numbered years, the municipalities,  
17 and school districts will coordinate with Fulton County in setting the dates of elections  
18 so as to mitigate the financial burden being shifted to Fulton County for the conduct of  
19 elections.

20 **BE IT FURTHER RESOLVED,** this policy shall be in place for all Fulton County  
21 municipalities and school districts beginning with elections in 2019 and shall be used as  
22 the basis for any agreement with a municipality for the County to conduct their elections.


23 **BE IT FURTHER RESOLVED,** that this policy will be revisited in the year 2020

1 because of the State of Georgia's implementation of a new voting system and  
2 anticipated rising costs of elections.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its  
4 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution  
5 are hereby repealed to the extent of the conflict.

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,  
7 Georgia this 7<sup>th</sup> day of August, 2019.

8  
9 **SPONSORED BY:**

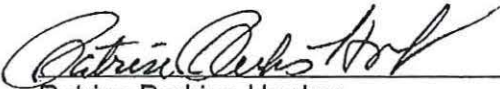
10   
11 \_\_\_\_\_  
12 Liz Hausmann,  
13 Commissioner, District 1

  
\_\_\_\_\_  
Bob Ellis  
Commissioner, District 2

14  
15 **ATTEST:**

16   
17 \_\_\_\_\_  
18 Jesse A. Harris  
19 Clerk to the Commission

20 **APPROVED AS TO FORM:**

21   
22 \_\_\_\_\_  
23 Patrise Perkins-Hooker  
24 County Attorney  
25

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ITEM # 19-0630 RM 8/7/19  
REGULAR MEETING





**CITY COUNCIL  
ATLANTA, GEORGIA**

**22-O-1205**

**AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta has an interest in maintaining the public health, safety and welfare of the citizens of the City of Atlanta and its visitors; and

WHEREAS, the City of Atlanta has an interest in regulating, through the lawful exercise of its police powers, the sale of alcoholic beverages for the public health, safety and welfare; and

WHEREAS, currently, retail merchants licensed to sell distilled spirits by the package, and licensed to sell wine or malt beverages by the package are only allowed to engage in the sale of such packaged alcoholic beverages Sunday from 12:30 p.m. and 11:30 p.m.; and

WHEREAS, during its 2020 session, the Georgia General Assembly passed House Bill (HB) 879 which relates to alcoholic beverages so as to provide that governing authorities of counties and municipalities may authorize sale of packaged alcoholic beverages during certain times on Sundays subject to the passage of a referendum; and

WHEREAS, specifically, HB 879 allows the City of Atlanta to authorize the sale of distilled spirits and wine and/or malt beverages by licensed retail merchants, on Sundays between the hours of 11:00 a.m. and 12:00 a.m. midnight; and

WHEREAS, it is the desire of the Atlanta City Council to amend the City of Atlanta Code of Ordinances to authorize such extended Sunday alcohol sales subject to and effective only upon the passage of a referendum authorizing such.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

Section 1: That there shall be called and there is hereby called a special election to be held in all precincts in the City, on the 8<sup>th</sup> of November 2022, for submitting to the voters of the City of Atlanta the question of authorizing Sunday sales of alcoholic beverages by licensed retail merchants on Sundays between the hours of 11:00 a.m. and 12:00 a.m. Midnight.

Section 2: That the Municipal Clerk/Election Superintendent shall "call" said referendum by publishing notice of the referendum in a newspaper of appropriate general circulation no less than ten (10) nor more than sixty (60) days after the date of approval of this Ordinance. The Municipal Clerk/Election



Superintendent shall thereafter set the date of the election for a day not less than 30 nor more than 60 days after the date of the issuance of the call. The Municipal Clerk/Election Superintendent shall cause the date and purpose of the election to be published in the official organ of the county once a week for two weeks immediately preceding the date thereof.

Section 3: That the ballot submitting the question of the extension of the hours of retail sale of alcoholic beverages between the hours of 11:00 a.m. and 12:00 a.m. Midnight shall have printed the word "YES" and the word "NO" in order that each voter may vote in either the affirmative or the negative as to the question propounded, and shall have written or printed thereon the following:

"( ) YES                      Shall the governing authority of the City of Atlanta be authorized to  
   permit and regulate Sunday sales of malt beverages, wine,  
   and distilled spirits by the drink from 11:00 A.M. to 12:00 Midnight                      ( ) NO  
and by the package from 11:00 A.M. to 12:00 Midnight?"

Section 4: That the ballot shall have printed the word "YES" and the word "NO" in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within the City shall be opened at 7:00 a.m. and closed 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in the City. The election shall be held in accordance and in conformity with the Constitution and laws of the United States and the State of Georgia.

Section 5: That effective upon the passage of the referendum, Chapter 10, Article II, Division 5, Section 10-209 subsections (a) and (b) of the City of Atlanta Code of Ordinances shall be amended such that it shall read as follows (with permanent deletions in strikethrough font and permanent additions in underline font):

Sec. 10-209. - Hours of operation.

(a)     Packaged distilled spirits. Retail merchants licensed to sell distilled spirits by the package, shall be allowed to engage in the sale of such distilled spirits between the hours of 8:00 a.m. and 12:00 a.m. midnight ~~11:45 p.m.~~ Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight ~~12:30 p.m. and 11:30 p.m.~~

(b)     Packaged wine or malt beverages. Retail merchants licensed to sell wine or malt beverages by the package, shall be allowed to engage in the sale of such beverages 24 hours a day, Monday through Saturday and on Sunday from 11:00 a.m. to 12:00 a.m. midnight ~~12:30 p.m. and 11:30 p.m.~~ Notwithstanding this sub-subsection, a licensed farm winery tasting room located within a special entertainment district may sell packaged wine on Sunday from 12:30 p.m. until 12:00 midnight, as permitted by O.C.G.A. § 3-6-21.2.

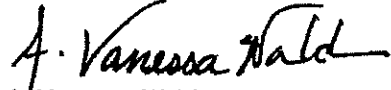
Section 6: Section 5 of this Ordinance shall have no legal force, or effect, and the City of Atlanta Code of Ordinances shall not be amended as described therein, if not more than one-half of the votes cast on

the question put to the voters pursuant to the referendum authorized by this ordinance are for approval of such Sunday hours.

Section 7: All ordinances or parts thereof in conflict with this ordinance are hereby waived to the extent of the conflict.

Section 8: That the Municipal Clerk is instructed to retain all legislative history references in the codified version of Chapter 10, including Editor's notes, and shall not delete any such references, but shall amend them to include this ordinance.

A true copy,



A. Vanessa Waldon  
Deputy Clerk

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

**MAY 16, 2022**  
**MAY 25, 2022**



CITY COUNCIL  
ATLANTA, GEORGIA

22-O-1205

AN ORDINANCE BY COUNCILMEMBER ALEX WAN AS SUBSTITUTED BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE AUTHORIZING THE SALE OF PACKAGED ALCOHOLIC BEVERAGES ON SUNDAYS FROM 11:00 A.M UNTIL 12:00 A.M (MIDNIGHT) AT CERTAIN LICENSED RETAIL ESTABLISHMENTS, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF A SPECIAL ELECTION AND TO CALL A SPECIAL ELECTION THEREON; AND FOR OTHER PURPOSES.

**Workflow List:**

Atlanta City Council	Completed	03/07/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/14/2022 2:00 PM
Atlanta City Council	Completed	03/21/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	03/28/2022 2:00 PM
Atlanta City Council	Completed	04/18/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	04/25/2022 2:00 PM
Atlanta City Council	Completed	05/02/2022 1:00 PM
Public Safety & Legal Administration Committee	Completed	05/09/2022 2:00 PM
Atlanta City Council	Completed	05/16/2022 1:00 PM

**HISTORY:**

03/07/22 Atlanta City Council REFERRED WITHOUT OBJECTION

<b>RESULT:</b>	<b>REFERRED WITHOUT OBJECTION</b>	<b>Next: 3/14/2022 2:00 PM</b>
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03/14/22 Public Safety & Legal Administration CommitteeHELD IN COMMITTEE

<b>RESULT:</b>	<b>HELD IN COMMITTEE [UNANIMOUS]</b>	<b>Next: 3/21/2022 1:00 PM</b>
<b>MOVER:</b>	Dustin Hillis, Chair, District 9	
<b>SECONDER:</b>	Michael Julian Bond, Post 1 At-Large	
<b>AYES:</b>	Hillis, Bond, Boone, Norwood, Overstreet, Waites	
<b>ABSENT:</b>	Byron D Amos	

03/21/22 Atlanta City Council RETURNED AS HELD

<b>RESULT:</b>	<b>RETURNED AS HELD</b>	<b>Next: 3/28/2022 2:00 PM</b>
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03/28/22 Public Safety & Legal Administration CommitteeHELD IN COMMITTEE

<b>RESULT:</b>	<b>HELD IN COMMITTEE</b>	<b>Next: 4/18/2022 1:00 PM</b>
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04/18/22 Atlanta City Council RETURNED AS HELD

<b>RESULT:</b>	<b>RETURNED AS HELD</b>	<b>Next: 4/25/2022 2:00 PM</b>
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04/25/22 Public Safety & Legal Administration Committee HELD IN COMMITTEE

<b>RESULT:</b>	<b>HELD IN COMMITTEE</b>	<b>Next: 5/2/2022 1:00 PM</b>
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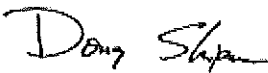
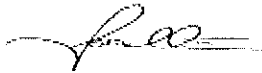
05/02/22 Atlanta City Council RETURNED AS HELD

<b>RESULT:</b>	<b>RETURNED AS HELD</b>	<b>Next: 5/9/2022 2:00 PM</b>
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05/09/22 Public Safety & Legal Administration Committee FAVORABLE ON  
SUBSTITUTE

<b>RESULT:</b>	<b>FAVORABLE ON SUBSTITUTE [UNANIMOUS]</b>	<b>Next: 5/16/2022 1:00 PM</b>
<b>MOVER:</b>	Dustin Hillis, Chair, District 9	
<b>SECONDER:</b>	Mary Norwood, District 8	
<b>AYES:</b>	Hillis, Amos, Bond, Boone, Norwood, Overstreet, Waites	

<b>RESULT:</b>	<b>ADOPTED ON SUBSTITUTE BY CONSENT VOTE [13 TO 0]</b>
<b>MOVER:</b>	Alex Wan, Councilmember, District 6
<b>SECONDER:</b>	Howard Shook, Councilmember, District 7
<b>AYES:</b>	Bond, Westmoreland, Waites, Winston, Farokhi, Dozier, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis
<b>AWAY:</b>	Byron D Amos, Liliana Bakhtiari

Certified by Presiding Officer	Certified by Clerk
<p><b>CERTIFIED</b></p> <p>5/16/2022</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> 	<p><b>CERTIFIED</b></p> <p>5/16/2022</p> <p>MUNICIPAL CLERK</p> 
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

**ADOPTED BY COUNCIL**

**05/16/2022**

**MAYOR'S ACTION AUTHENTICATION PAGE**



**22-O-1205**

**Adopted by the Atlanta City Council  
May 16, 2022**

**APPROVED**

**MAY 25 2022**

**WITHOUT SIGNATURE  
BY OPERATION OF LAW**

**MAYOR'S ACTION**