

This model ROW ordinance is provided only for general informational purposes and to assist Georgia cities in identifying issues to address in a local ROW ordinance. The ordinance is not and should not be treated as legal advice. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model. This model ordinance has been developed for cities seeking to follow state and federal law on the regulation of municipal streets, roads, highways, and rights of way in relation to the placement of any pipes, mains, conduits, cables, wires, and other equipment, facilities, or appliances in such municipal locations. This model ordinance contains provisions modeled and following numerous provisions located in a number of Georgia laws, including O.C.G.A. § 46-5-1 relating to telephone services, O.C.G.A. § 36-34-2 relating to the regulation of utilities by municipalities, O.C.G.A.; § 25-9-11 relating to blasting and excavating operations by utilities, O.C.G.A. § 36-66C-1 et seq. relating to streamlining wireless facilities and antennas, and Chapter 672 of the Department of Transportation Rules.

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND CHAPTER _____ OF THE OFFICIAL CODE OF THE CITY OF _____, GEORGIA; TO ESTABLISH REQUIREMENTS FOR THE USE OF PUBLIC AND PRIVATE UTILITIES WITHIN THE RIGHTS-OF-WAY; TO ADMINISTER AND REGULATE THE USE OF PUBLIC ROADS, HIGHWAYS, AND RIGHTS OF WAYS MAINTAINED BY THE CITY; TO PROVIDE FOR DUE COMPENSATION FOR USE OF CITY PUBLIC ROADS, HIGHWAYS, AND RIGHTS OF WAY; TO CREATE LIABILITY ON THE HOLDER OF RIGHT OF WAY LICENSES; TO PROVIDE AUTHORITY TO THE CITY TO REQUIRE RELOCATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

BE IT ORDAINED AND ESTABLISHED by the Mayor and Council of the City of _____, Georgia as follows:

Chapter _____ of the Code of Ordinances of the City of _____ is hereby amended by adding a new Section _____, entitled "Use of the City's Rights-of-way by Public and Private Utilities", as follows:

Section 1. Purpose, Definitions, Authority and Scope.

- (a) **Purpose.** This ordinance prescribes the minimum requirements for the accommodation of public and private Utilities within the City's Rights-of-Way.

(b) **Definitions.** The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

1. **“Broadband Services§”** means a wired or wireless terrestrial service that consists of the capability to transmit at a rate of not less than 25 megabits per second in the downstream direction and at least 3 megabits per second in the upstream direction to end users and in combination with such service provides:
 - (i) Access to the internet; or
 - (ii) Computer processing, information storage, or protocol conversion.
2. **“City”** means the City of _____, Georgia.
3. **“City Clerk”** means the City Clerk of the City of _____, Georgia, or his or her designee. **[Note: the City may wish to designate the Public Works Superintendent, or other City representative, to handle the many tasks delegated to the City Clerk under this ordinance]**
4. **“Codified Ordinances”** means all applicable ordinances of the City of _____, Georgia.
5. **“Construct”** means but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the Right of Way.
6. **“Construction”** means but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the Right of Way.
7. **“Emergency”** means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property.
8. **“Facility” or “Facilities”** means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology, of any Utility in, on, along, over, or under any part of the Rights of Way within the City.

9. **“Facilities Representative(s)”** means the specifically identified agent(s)/employee(s) of a Utility who are authorized to direct field activities of that Utility and serve as official notice agent(s) for Facilities related information. Utility shall be required to make sure at least one (1) of its Facilities Representatives is available at all times to receive notice of, and immediately direct response to, Facilities’ related Emergencies or situations.
10. **“FCC”** means the Federal Communications Commission or any successor thereto.
11. **“Permit”** means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any Right-of-Way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Ordinance.
12. **“Right(s) of Way”** means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing Facilities. The term “rights-of-way” shall not include buildings, parks, bridges, rivers, tunnels, viaducts, conduits or other public property or easements that have not been dedicated to compatible uses, except to the extent the use or occupation of such property is specifically granted in a permit or by law. The term “rights-of-way” shall not include private easements or public property, except as set forth in this definition or to the extent the use or occupation of public property is specifically granted in a written approval of registration.
13. **“Service(s)”** means the offering of any service by a Utility for a fee or rate directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a Utility between two or more points for a proprietary purpose to a class of users other than the general public.
14. **“Service Agreement”** means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to law and accepted by a Utility or entered into by and between the City and a Utility, which allows such Utility to operate or provide Service within the geographic limits of the City.
15. **“Street or Streets”** means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, and tunnels

of the City within the geographic limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof.

16. **“Utility or Utilities”** means all privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, broadband services, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term “Utility” may also be used to refer to the owner, operator, Utility, service, contractor or subcontractor, or any agent thereof, of any above-described Utility or Utility Facility.

- (c) **Authority.** Pursuant to O.C.G.A. §32-4-92(a)(10) the City may grant permits and establish reasonable regulations for the installation, Construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances of any Utility in, on, along, over, or under any part of its municipal street system and of a county road system lying within its municipal limits. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public Rights of Way.
- (d) **Scope.** The provisions of this ordinance shall apply to all Utilities and Facilities occupying the Rights of Way as provided herein.

Section 2. Construction Permits Required.

- (a) **Permit Required.** It shall be unlawful for any Utility to excavate or to Construct, install, maintain, renew, remove or relocate Facilities in, on, along, over or under the public Streets of the City without a Utility Permit in accordance with the terms of this Ordinance.
- (b) **Permit Procedure.** Utility Permits shall be obtained from the City Clerk or such other person as the Mayor may designate. The written application shall include the following:
 - 1. The name and physical address of the Utility;
 - 2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed Facility or operations as described in the Permit application. The plans shall show the size or capacity of Facilities to be installed; their relationship to Street features such as Right-of-Way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the Street and its operation;

3. The name and physical address of the person or firm who is to do such work;
 4. The name, street address, email address, if applicable, and telephone and facsimile numbers of one (1) or more Facilities Representative(s).
 5. The projected dates for the work to be started and finished;
 6. An indemnity bond or other acceptable security in an amount to be set by the City to pay any damages to any part of the City Street system or other City property or to any City employee or member of the public caused by activity or work of the Utility performed under authority of the Permit issued;
 7. A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, Permits, or agreements; and
 8. A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application.
- (c) **Permit Fees.** Fees shall be determined by the City, subject to the approval by resolution of the City Council.
- (d) **Issuance of Permit.** If the City Clerk determines the applicant has satisfied the following requirements, the City Clerk may issue a Permit:
1. Whether issuing of the approval will be consistent with this Ordinance; and
 2. Whether applicant has submitted a complete application and has secured all certificates and other authorizations required by law, if applicable, in order to Construct Facilities in the manner proposed by the applicant; and
 3. The impact on safety, visual quality of the Streets, traffic flow, and other users of the Right of Way and the difficulty and length of time of the project, Construction or maintenance.
- (e) **Emergency Situations.**
1. Each Utility shall, as soon as reasonably practicable, notify the City of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the Emergency. A Utility who engages in an Emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

2. In the event that the City becomes aware of an Emergency regarding Utility Facilities, the City may attempt to contact the affected Utility or Facilities Representative. The City may take whatever action it deems necessary in order to respond to the Emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Facilities. The City shall not incur any liability to the Utility, for such Emergency actions, and the cost of such shall be paid by each Utility affected by the Emergency.

(f) Effective Period of Permit.

1. Each Permit shall have a set commencement and expiration date based on information provided in the applicant's Permit application.
2. The Permit shall remain in place until construction is completed or until its expiration date unless the Utility is in default. The City Clerk may give written notice of default to a Utility if it is determined that a Utility has:
 - (i) Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;
 - (ii) Attempted to evade any provision or requirement of this Ordinance;
 - (iii) Practiced any fraud or deceit upon the City; or
 - (iv) Made a material misrepresentation or omission of fact in its Permit application.

(g) Cancellation for Cause. If a Utility fails to cure a default within twenty (20) calendar days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the City Clerk decides there is cause or reason to terminate, the following procedure shall be followed:

1. City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
2. If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.

(h) Expiration of Permit. If work has not commenced within six (6) months of the date of issuance, the Permit will automatically expire.

(i) Insurance and Bonding Requirements. Note: the City may wish to designate the Public Works Superintendent, or other City representative, to handle the many tasks delegated to the City Clerk under this ordinance]

1. Any person seeking to obtain a right of way license shall provide proof of insurance or self-insurance to the _____ of the City. Such insurance shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.
2. If deemed necessary, the City may require any person seeking to obtain a right of way license to provide a surety bond before issuance of the license. Such bond shall cover all work done by such person upon, under, along, and over the public roads and highways and rights of way located within the municipality and shall be maintained during all periods such work is being done.
3. In situations where the city requires the person to provide a surety bond, the person shall deposit with the _____ a surety bond in an amount determined by the _____ to be sufficient to ensure satisfactory completion of the work from a surety company authorized to do business in Georgia and fulfillment of the warranty provided for herein and in a form approved by the city attorney. Said bond shall guarantee completion to the satisfaction of the city of all excavation and street restoration work required by this chapter and by the conditions of the license within the time limits set on the license. Said bond shall further guarantee that all excavation and street restoration work shall be free from settling and defects in workmanship or materials for a period of two years after the date said work is completed and accepted by the City. The bond shall be conditioned to protect and save harmless the City and the City Council from all claims and damages for cleaning or repairing any damage by the person and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the issuance of the right of way license.
4. In instances where the City has required a surety bond under paragraph (a) of this section in an amount greater than _____ the person may opt to secure their right of way license by providing an irrevocable bank letter of credit attesting to solvency to the City in the amount of _____.
5. Such bond or irrevocable letter of credit shall protect the City against any damage caused by such person or firm, tendering the surety bond or letter of credit, or any agent, employee or contractor or said person or firm and will be used to reimburse the City for any cost incurred to clean or repair city roads or rights of way, to re-ditch or repair existing ditch structure or for other damage caused as a result of the actions of the person after the

issuance of the right of way license. The person responsible for operations under the right of way license will be given notice of the damage and allowed 72 hours to restore the road and right of way to a safe and operable condition as determined by the _____ and the City Manager. All repairs, material used and final releasing condition shall be approved and accepted by the _____ and the City Manager.

7. The bond or letter of credit may be released by the municipal governing authority of the City upon notification of completion by the person or firm obtaining the right of way license and only upon final inspection of the sites and all affected right of ways and city roads. The bond or letter of credit may be retained against future or continuing operations by the person in the City.

8. A surety bond shall be issued by a surety acceptable to the City, and shall contain the following endorsement:

"This bond may not be canceled or allowed to lapse until thirty (30) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

9. The municipal governing authority may require verification of continuing coverage as needed.

Section 3. Required Minimum Standards.

- (a) **Utility Accommodation Policy and Standards Manual.** The Georgia Department of Transportation ("GDOT") 2016 Utility Accommodation Policy and Standards Manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, promulgated by GDOT, as may be amended from time to time is hereby adopted by reference and incorporated in this Ordinance as if fully set forth herein, subject to the amendments and modification contained in this Ordinance. A copy of the manual shall be maintained at the offices of the City Clerk or his or her designee and open for public inspection. Any conflicts between the provisions of this Ordinance and the manual shall be resolved in favor of the manual. References to state personnel, agencies, and fees shall be interpreted, where required, as meaning the City municipal equivalents.
- (b) **Protection of Traffic and Roadway.** Unless specifically in the Permit, no Utility may occupy the Rights of Way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the City from reasonably maintaining the Streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the Facilities do not jeopardize the traffic, Street structure, other users of the Right of Way or the Right of Way

itself or otherwise cause issues related to life, health, or safety of a person, or of significant damage or loss of real or personal property .

- (c) **Grading.** If the grades or lines of any Street within the Right of Way are changed at any time by the City during the term of the Permit and this change involves an area in which the Utility's Facilities are located, then the Utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the Facilities, or any part thereof, so as to conform with such new grades or lines. In the event the Utility refuses or neglects to so protect, alter, or relocate all or part of the Facilities, the City shall have the right to break through, remove, alter, or relocated all or any part of the Facilities without any liability to the Utility and the Utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.
- (d) **Installation of Poles and Other Wireholding Structures and Relocation.** Unless otherwise provided in a valid Service Agreement, no placement of any pole or wireholding structure of the Utility is to be considered a vested interest in the Right of Way, and such poles or structures are to be removed, relocated underground, or modified by the Utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The Facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.
- (e) **Notice of Intent to Excavate or Demolish.** No Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating Facilities unless and until the Utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the One Call Center, beginning the next working day after such notice is provided, excluding hours during days other than working days.

Section 4. Restoration of Property.

- (a) Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.
- (b) A Utility shall be liable, at its own cost and expense, to replace, restore or repair, any Street, Facilities, or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of Facilities to a condition as good as or better than its condition before the work performed by the Utility that caused such disturbance or damage. If the Utility does not commence such replacement or repair after twenty (20) calendar days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the Utility shall pay the reasonable and actual cost of the same.

Section 5. Inspection.

- (a) The Utility shall make the construction site available to the City Clerk and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.
- (b) At any time, including the time of inspection, the City Clerk may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Ordinance or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.
- (c) When the construction under any Permit is completed, the Utility shall notify the City Clerk.

Section 6. Other Approvals, Permits and Agreements.

- (a) **Additional Permits Required.** The Utility shall obtain all Construction, building or other Permits or approvals as according to City ordinance, state or federal law. In addition, a Permittee shall comply with applicable laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, Streets, waterways or railways, and is responsible for all work done in the Rights of Way regardless of who performs the work. No Rights of Way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Section 2 (e).

Section 7. Penalties

- (a) Every Utility convicted of a violation of any provision of this Ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or Permits. This shall include the right to stop work which is in violation of this Ordinance, or other applicable provisions of the City's Code and state law.
- (b) A Utility constructing within the Rights of Way without permission or a Permit is considered criminal trespassing. This covers not only buildings but also land, vehicles, and watercraft. Generally, unauthorized entry is considered criminal trespass, which is charged as a misdemeanor, punishable in accordance with applicable law.

Section 8. Aesthetic Standards.

- (a) The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the Rights of Way. These requirements, specifications and conditions are adopted in order to protect the

public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the Rights of Way and its uses in the City. All standards in this section are based upon the written determinations of the City so long as such determinations are in compliance with federal and state laws, rules, and regulations.

- (b) The objective of this section is to ensure use of the Rights of Way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.
- (c) This section applies to all requests to locate Facilities in the Rights of Way and ongoing use of the Rights of Way for such Facilities.
- (d) Placement or modification of Facilities in the Right of Way shall comply with this section at the time the Permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.

(e) Facilities Standards.

1. Facilities must be compatible in size, mass, and color to similar Facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
2. Facilities in the residential/historical/architecturally significant areas¹ shall be visually and architecturally integrated with the residential/ historical/ architecturally significant areas² and shall not interfere with prominent vistas or significant public view corridors.
3. Facilities must be located in alignment with existing trees and/or facilities.
4. Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

Undergrounding. Facilities shall be installed underground in INSERT AREA / ZONE / DISTRICT] so long as placement underground will not materially impact the provision of service. Any individual requesting to locate Facilities above ground in [INSERT AREA / ZONE / DISTRICT] has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question. [City may wish to address these issue but can also delete if this adds too much complexity for administration]

¹ If this requirement is only to apply to specific areas within the City, then enter the appropriate zoning or other designations.

² If this requirement is only to apply to specific areas within the City, then enter the appropriate zoning or other designations.

- (f) **Historic District.** Facilities installed in the historic district of the City shall conform to the provisions of the [insert name for plan or other document].
- (g) **Camouflaging.** Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:
1. It is not possible or desirable to match the design and color of Facilities with the similar facilities in the same zoning area, as required under Section 8 (a) 1; or
 2. Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.
- (h) **Concealment.** Facilities shall incorporate specific concealment elements to minimize visual impacts.
- (i) **Installation and Modification Standards.** Installation of new Facilities in, on, along, over, or under the Rights of Way or modification of existing facilities in, on, along, over, or under the Rights of Way shall:
1. Minimize risks to public safety;
 2. Ensure that placement of facilities on existing structures is within the tolerance of those structures;
 3. Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the Right of Way;
 4. Ensure that the City bears no risk or liability as a result of the installations or modifications; and
 5. Ensure that use of the Rights of Way does not inconvenience the public, interfere with the primary uses of the Rights of Way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the Right of Way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of Facilities in the Right of Way.
- (j) **Plans for Use.** No Facilities shall be placed in, on, along, over, or under the public Rights of Way unless: (i) there are immediate plans to use the proposed Facility; or (ii) there is a contract with another party that has immediate plans to use the proposed Facility.
- (k) **Contact Information.** Every Facility placed in the Rights of Way shall at all times display signage that accurately identifies the Facility owner and provides the Facility owner's unique site number, and also provides a local or toll-free telephone number to contact the Facility owner's operations center.

Section 9. Fiber Installations Fee and Broadband Service Compensation.

- (a) Permits for fiber installations.** In accordance with O.C.G.A. § 46-5-1(b)(19)(B) there will be a one hundred dollars (\$100) Permit fee for any new Permit issued for fiber installations.
- (b) Compensation for Broadband Services.** In accordance with O.C.G.A. § 46-5-1(b)(19)(A), any telephone companies that provide Broadband Services to any location within the geographic limits of the City, payment at the rate of five cents (5¢) per linear foot annually shall be considered due compensation, and for telephone companies that do not provide any Broadband Services to any location within the geographic limits of the City, payment at the rate of nineteen cents (19¢) per linear foot annually shall be considered the payment of due compensation.

Section 10. Other Provisions.

- (a) Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- (b) Reservation of Regulatory and Police Powers.** The City by issuing a Permit under this Ordinance, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Georgia, or the City Charter, or under the provisions of the any Codified Ordinances to regulate the use of the Rights of Way. The Utility by applying for and being issued a written Permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws enacted by the City pursuant to such powers. All Utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities.
- (c) Compliance.** No person shall be relieved of its obligation to comply with any of the provisions of this Ordinance by reason of any failure of City to enforce compliance.
- (d) Appeal of Administrative Decisions.** All appeals provided for by this Ordinance and any notification to the City required by this Ordinance shall be in writing and sent via certified mail to the City Clerk as specified in this Ordinance.
- (e) Ordinance Headings.** Ordinance headings are for convenience only and shall not be used to interpret any portion of this Ordinance

- (f) **Repealer.** Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- (g) **Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and City Council.

CITY OF _____, GEORGIA

By: _____
Mayor

COUNCIL MEMBERS

(SEAL)

POSSIBLE ANNEXATION OF UNINCORPORATED ISLANDS

<https://share.google/aimode/gyKuxdtHNdnM9iyi>

QUESTION:

In the state of Georgia, can a municipality force annex an unincorporated island which is made up of five parcels of land?

ANSWER:

In [Georgia](#), a municipality **can** force the annexation of an unincorporated island without the consent of the property owners or residents, provided the land meets specific legal definitions and the city follows statutory procedures. Under **O.C.G.A. § 36-36-92**, cities with a population of 200 or more can annex these islands by ordinance at their sole discretion.

Definition of an Unincorporated Island

For a city to "force" annex an area under Article 6 of Chapter 36, the land must meet the legal definition of an unincorporated island. This means:

- **Existing Since 1991:** The area must have existed as an unincorporated island as of **January 1, 1991**.
- **Size Limit:** The island must consist of **50 acres or less** in aggregate. If it is larger than 50 acres, it must be annexed through other methods, such as the 60% method.
- **Bounded by Cities:** Its aggregate external boundaries must entirely abut one or more municipalities.
- **Physical Access:** It can also be defined as an area where the county has no reasonable means of physical access to provide services (e.g., if the county must traverse city roads to reach the parcels).

Procedures for Forced Annexation

If the area meets the definition, the municipality can proceed with the following steps:

- **Notice of Intent:** The city must mail a written notice of intent to annex the property to the owners at their last known address (based on ad valorem tax records).
- **Waiting Period:** The annexation must occur at a regular meeting of the city governing authority, at least **30 days** after the notice is mailed.
- **Ordinance Passage:** No public hearing or application from the landowners is required for this method; the city simply passes an ordinance.
- **Service Delivery:** The city is required to provide municipal services to the annexed area in substantially the same manner as the rest of the city.

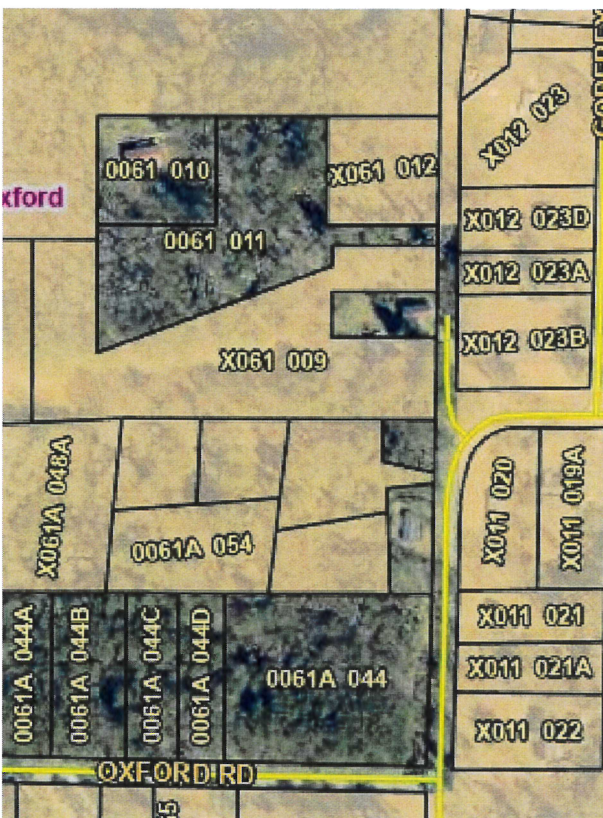
Restrictions and Disputes

- **Abutting Multiple Cities:** If the unincorporated island abuts more than one municipality, the city that abuts the **greatest percentage** of the island's external boundary has the right to annex it, unless the cities agree otherwise.
- **Prohibition on Creating Islands:** While cities can annex existing islands, state law strictly prohibits any *new* annexation or deannexation that would **create** a new unincorporated island.
- **Arbitration:** If an annexation involves a change in zoning or land use, the county may object and trigger an arbitration process through the Georgia Department of Community Affairs to resolve disputes regarding land-use intensity or density.

These properties are obvious candidates:



The northern parcels here may also be islands if the west side of Hull Street is the line for the city limits:



City Manager Update Notes – February 16, 2026

Bids for the E. Soule Street and E. Bonnell Street Trails to be Awarded at the March 2, 2026

Please note, the Council will need to vote at the March 2nd meeting on the trail bids that we are opening on February 19th at 3:00 PM. This schedule is compressed due to trying to get in as many days as possible for the use of the grant funds that ends on October 31, 2026.

Emory Street Sidewalk Phase II

This project is being staked out and has a 6-week schedule. We are having to take a step back to look at some better placement of the street lights.

FY 2026 Application for Congressional Community Project Funding to Replace the Haygood Ave. Water Line

Congressman Scott's bill has the level of funding at \$1,092,000, which we would need to match with 20% local funds. The project is estimated to cost \$3,990,350.

We have officially been awarded these funds and are working with the US EPA Region IV Office to sort out the process or using the funds.

Public Meeting for the CHIP Grant on February 19th at 6:30 PM

The City's Community HOME Investment Program (CHIP) Grant funds were released on January 14th, so we have scheduled a Public Information Meeting for this effort. Please see the attached page for more information.

Oxford Historic Cemetery Update

Dr. Lexie Orozco will be hosting a clean-up day for the cemetery on February 27th from Noon to 4:00. So far over 27 volunteers have signed up. They are also planning An Evening with the Ancestors on April 18th from 4:00 PM to 8:00 PM. The Oxford Historical Society voted to support that event with up to \$5,000. My understanding is the Oxford Historical Cemetery Foundation has chosen not to support these efforts. Oxford College has pledged \$5,000 to this project (see attached letter).

Netflix Update

With the current filming from Netflix, we have received over \$35,500.

FEE:

- a. As full and complete consideration for all the rights granted to Company under this Agreement, Grantor will be paid the total of Eighteen Thousand Five Hundred Dollars (\$18,500) (the "**Fee**") broken down as follows:

Prep date(s): <u>Feb 13th and 17th</u>	# of Days: (2)	Fee: <u>\$1,000 per day</u>
Film date(s): <u>Feb 18th, 19th, 20th</u>	# of Days: (3)	Fee: <u>\$4,500 per day</u>
Wrap date(s): <u>Feb 23rd, 24th, 25th</u>	# of Days: (3)	Fee: <u>\$1,000 per day</u>
Hold date(s): <u>Feb 14th - 16th</u>	# of Days: (3)	
Additional fee(s): Heating Bill		

SDS Fire Agreement Issues

A draft agreement is being reviewed. There has been no word from Newton County on further meetings.



EMORY
OXFORD
COLLEGE

Office of the Dean

Margaret T. McGehee
Interim Dean

Mr. Bill Andrew
City Manager
City of Oxford
110 W. Clark Street,
Oxford, GA 30054

February 10, 2026

Dear Bill,

We are very happy to support the Cemetery Restoration project organized by Dr. Lexie Orozco, Visiting Assistant Professor of Anthropology. We will provide \$5,000 towards expenses, and as we understand it, the City of Oxford will provide an additional \$5,000 to cover the costs of this project.

We are thrilled to collaborate on this effort and believe that our combined contributions will make a significant impact on the restoration of the cemetery. This project is important to preserving our local history and honoring the memories of those who came before us. We look forward to seeing the positive outcomes of our joint efforts and are excited to be part of such a meaningful initiative.

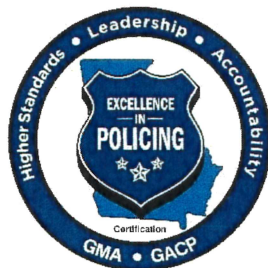
Best regards,

Margaret T. McGehee, PhD
Interim Dean of Oxford College

Oxford Police 2025 Annual Report



A Georgia Municipal Association,
Excellence in Policing
Certified Agency



Letter From the Chief

Dear Oxford Citizens,

I am excited as we begin 2026 here in Oxford. While we have not been able to meet each of you personally, we always welcome you into your police department. I am currently starting my fifth year as your police chief and look forward to serving you for many more.

As you may or may not be aware, in October 2025 the City of Oxford Police Department is proud to have received their first law enforcement certification receiving the Excellence in Policing Certification from the Georgia Municipal Association. This certification could only have been accomplished with the dedication and professionalism of our officers and supervisors alike. This accomplishment was achieved by completely re-writing and updating all our policies and procedures which began in 2024 and continues into 2026. This certification will be up for review in 2028 and continue every three years.

We continue to have some challenging times at the police department with staffing like all police agencies nationwide have had in the past several years. We currently have one opening that we are actively attempting to fill, this leaves us with three officers including me since December of 2025. The officers we do still have at the police department have a lot of experience and training.

The department works with the surrounding law enforcement agencies in our duty to provide the services expected from any police department. We have renewed our partnership with the Governor's Office of Highway Safety (GOHS) through the Newton County Sheriff's Department, as well as other initiatives. We continue to work with the Emory Police Department to ensure the safety of visitors and students. The expertise and resources that we access through the Newton County District Attorney's Office has assisted tremendously with investigations of crimes within Oxford City limits.

There has been a decrease in criminal activity as you will see from this report. The officers of the Oxford Police Department are committed to aggressively addressing any criminal acts by doing everything within our authority to reduce these numbers and keep our community safe. We can't be everywhere all the time, and we welcome your assistance to help us reduce crime and improve the quality of life for those who live in or visit the City of Oxford. We look forward to some exciting opportunities to get you involved with your police department such as Faith in Blue, neighborhood watch, community outreach, and the first Oxford Police citizen's police academy.

I hope you find the information provided informative and helpful. I would like to thank you and the entire community of Oxford for your support of the Oxford Police Department. Please don't hesitate to contact us directly with questions or concerns.

Your Chief,

Mark A. Anglin



Mission

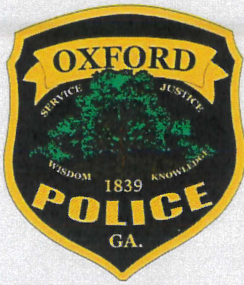
The mission of the Oxford Police Department is to protect life and property through ethical and constitutional limits.

Vision

Provide professional law enforcement services to our citizens to create an inclusive community where everyone is valued.

Motto

Service, Justice, Wisdom, and Knowledge



Core Values

Service Provide services which contribute to the preservation of life, protection of property, and the safety of our community.

Professionalism Oxford Police Officers strive to be professional and serve the community to ensure respect and equal treatment for all who have an interaction with Oxford Police Officers.

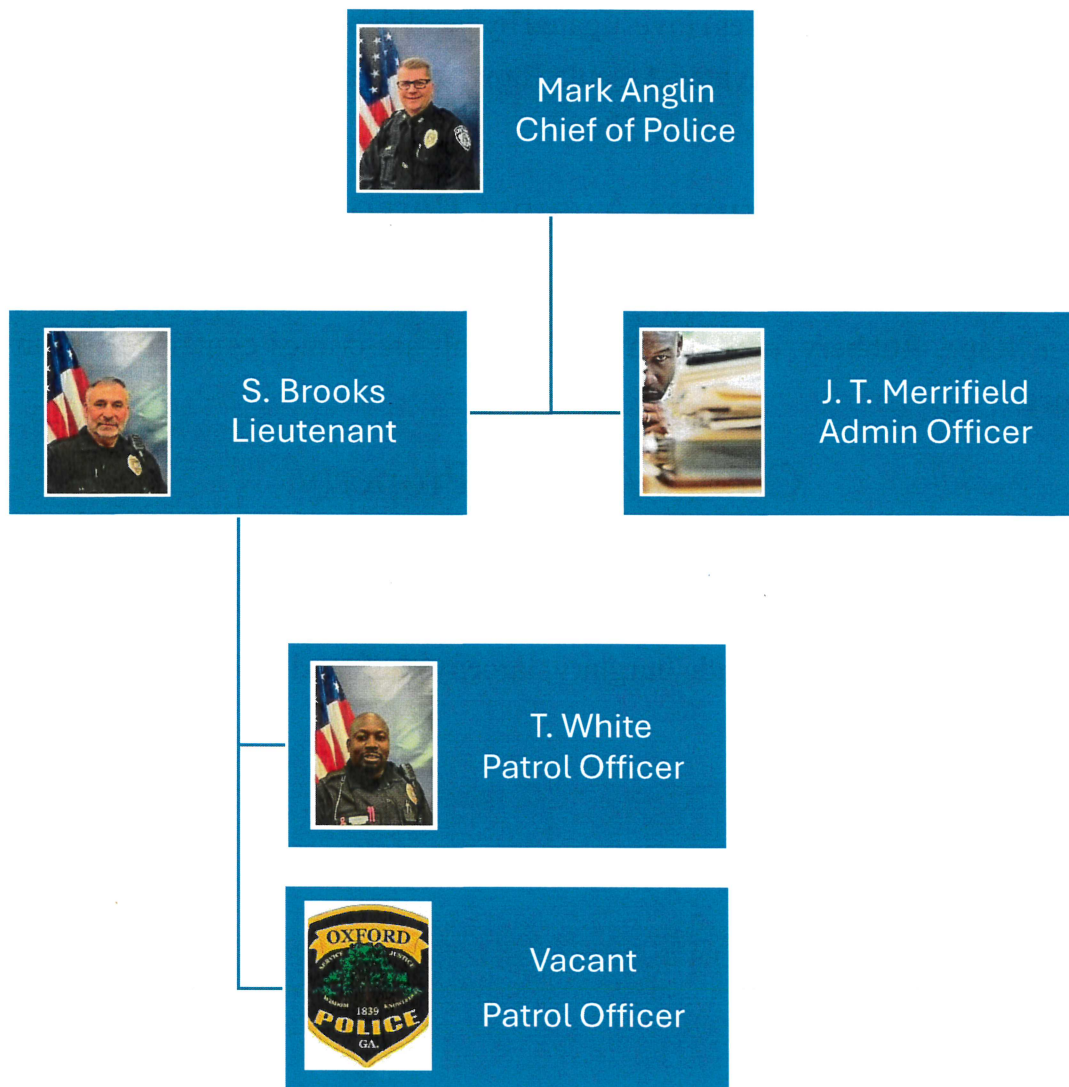
Respect We are committed to respecting the constitutional rights, freedoms, and worth of all citizens. Because we are entrusted with private matters of citizens and our peers, we strive to gain and maintain the confidence of those we encounter professionally and personally.

Integrity is the main core value of the Oxford Police Department. We hold ourselves accountable for our actions. We are committed to upholding our position of public trust.

Knowledge We can only be a professional department by being willing to gain knowledge of our community. Knowledge allows the officers to serve our community and get to know each of you.

Courage The ability to conform and adapt to adverse situations and environments. To be willing to stand for those who cannot stand for themselves.

Organizational Chart



Crime Statistics

The Federal Bureau of Investigation's Uniform Reporting Program collects data on serious crimes (Part 1 offenses) investigated by local departments across the country. These crimes include Aggravated Assault, Rape, Murder, Robbery, Arson, Burglary, Larceny-Theft, and Motor Vehicle Theft.

Crimes Against Persons

Crimes Against Persons are crimes that are physical, violent, and often high profile. Murder, Rape, Robbery, and Aggravated Assault are crimes contained within this category.

Crimes Against Property

Crimes Against Property are crimes that involve the intruding, taking, or destroying of another person's property. Property crimes do not involve force or threats toward the owner. These crimes include burglary, larceny-theft and motor vehicle theft.

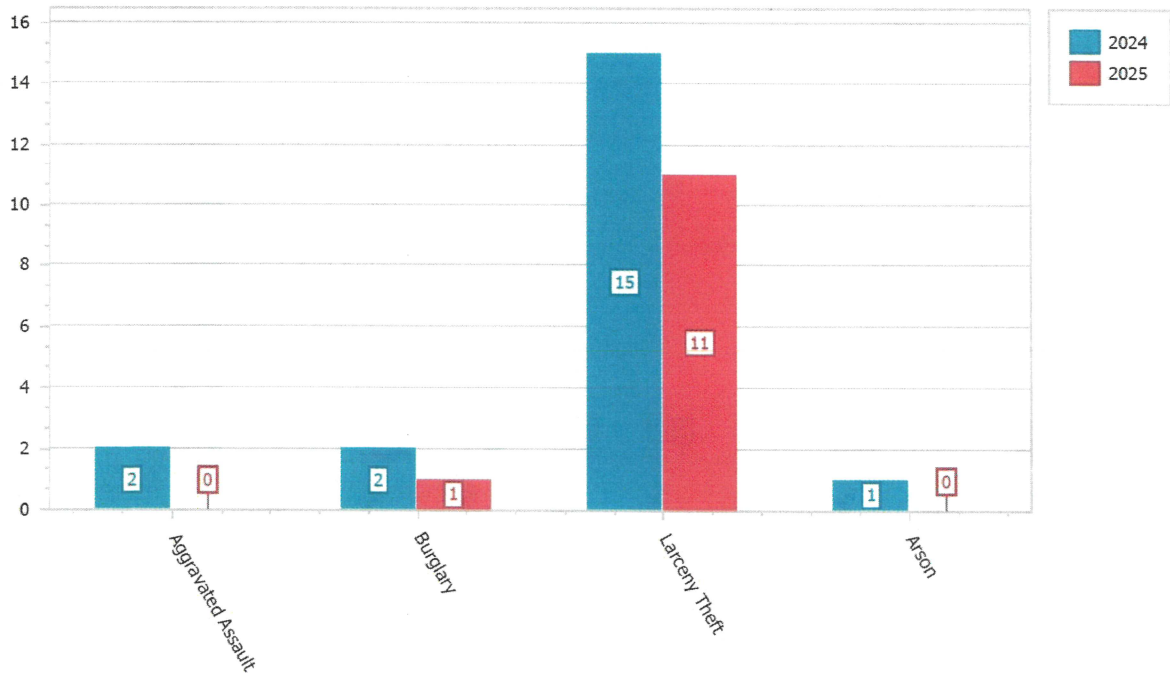
Crime Statistics Report

Date Range: 1/01/2025, 00:00:00 - 12/31/2025, 23:59:59

Agency: Oxford Police Department

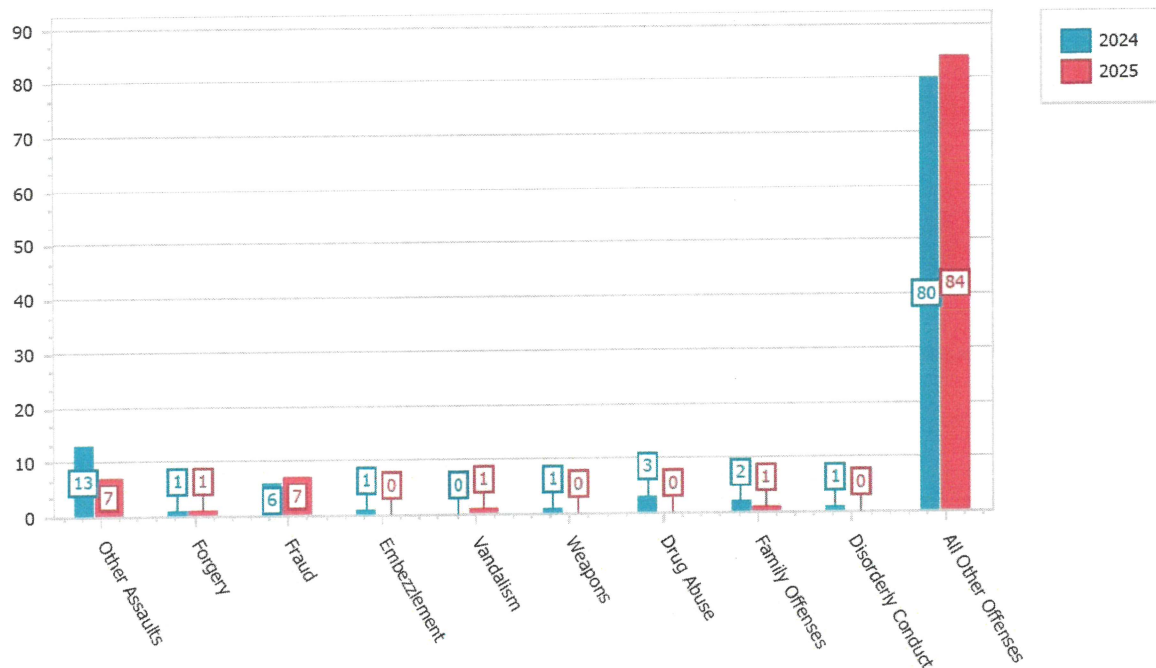
Violation Category	Comparison Date Range	Current Date Range	% Difference
PART 1	01/01/2024 - 12/31/2024	01/01/2025 - 12/31/2025	
Murder (09A, 09B)			
Rape (11A, 11B, 11C, 36B)			
Robbery (120)			
Aggravated Assault (13A)	2	0	-100.00%
Burglary (220)	2	1	-50.00%
Larceny Theft (23A - 23H)	15	11	-26.67%
Motor Vehicle Theft (240)			
Arson (200)	1	0	-100.00%
Human Trafficking, Commercial Sex Acts (64A)			
Human Trafficking, Involuntary Servitude (64B)			
TOTAL PART 1 CRIMES	20	12	-40%

PART 1 CRIME STATISTICS YTD



PART 2	01/01/2024 - 12/31/2024	01/01/2025 - 12/31/2025	
Other Assaults (13B, 13C)	13	7	-46.15%
Forgery (250)	1	1	0.00%
Fraud (26A - 26H)	6	7	16.67%
Embezzlement (270)	1	0	-100.00%
Stolen Property (210, 280)			
Vandalism (290)	0	1	100.00%
Weapons (520)	1	0	-100.00%
Prostitution (40A, 40B, 40C)			
Sex Offenses (11D, 36A, 360, 64A - 64B, 370, 90H)			
Drug Abuse (35A, 35B)	3	0	-100.00%
Gambling (39A - 39D)			
Family Offenses (90F)	2	1	-50.00%
DUI (90D)			
Liquor Laws (90G)			
Disorderly Conduct (90C)	1	0	-100.00%
Drunkenness (90E)			
All Other Offenses (720, 510, 100, 90J, 90B, 90A, 90Z)	78	84	7.69%
TOTAL PART 2 CRIMES	105	101	-4%

PART 2 CRIME STATISTICS YTD



The City of Oxford Police participate in the Governors Office of Highway Safety (GOHS) initiative. We partner with the Newton County Sheriff's Office and the GA State Patrol.

The Mission Statement for GOHS:

The Mission of the Governor's Office of Highway Safety is to educate the public on safe driving behaviors; to implement highway safety campaigns and programs that reduce crashes and eliminate injuries and fatalities on Georgia roadways.

Highway Safety Activity Summary

Date Range: 1/01/2025, 00:00:00 - 12/31/2025, 23:59:59

Description	Total
0 - Unknown Citations	199
1 - Seat Belt	0
2 - Child Restraint	0
3 - Speeding	42
4 - Reckless Driving	0
5 - Uninsured Motorist	4
6 - DUI	0
7 - Suspended/Revoked License	2
8 - Distracted Driving	1
9 - Other Citations	0
10 - Drug Arrests	0
11 - Other Felony Arrests	1
12 - Fugitives Apprehended	0
13 - Stolen Vehicles	1
14 - Crash Reports	20
15 - Warnings	146
Total	416

Agency Activity Report 2024 - 2025 Comparison

	2024	2025	+/-	%
Reports				
Total Reports:	144	135	-9	-6.25%
Total Incident Reports:	127	115	-12	-9.45%
Total Crash Reports:	15	20	5	33.33%
Total Use of Force Reports:	2	0	-2	-100.00%
Arrests				
Total:	14	14	0	0.00%
Total Male Arrestees:	9	11	2	22.22%
Total Female Arrestees:	5	3	-2	-40.00%
Total Other/Unknown Arrestees:	0	0	0	0.00%
Total Juvenile Arrestees:	2	1	-1	-50.00%
Domestic Violences				
Total Domestic Violence Reports:	11	4	-7	-63.64%
Tickets				
Total Tickets (Non-Warnings):	139	248	109	78.42%
Total Warnings:	191	146	-45	-23.56%

ARRESTS & OFFENSES

Date Range: 1/01/2025, 00:00:00 - 12/31/2025, 23:59:59

Sex	Age	Address	Arresting Offense	Associated Offenses
M	41	Oxford GA	40-6-49 - FOLLOWING TOO	40-6-49 - FOLLOWING TOO CLOSELY
M	27	COVINGTON GA	40-5-20 - DRIVING WITHOUT	
M	39	Covington GA	16-1-4 - CONTEMPT OF COURT	16-1-4 - CONTEMPT OF COURT
N/A	15		16-5-23 - BATTERY (SIMPLE)	
M	29	Oxford GA	16-5-23 - BATTERY (SIMPLE)	
F	41	Oxford GA	16-5-23 - BATTERY (SIMPLE)	16-5-23 - BATTERY (SIMPLE)
M	49	Oxford GA	16-5-23.1 - BATTERY	16-5-23.1 - BATTERY
M	29	Covington GA	40-5-58 - LICENSE: DRIVING	40-5-58 - LICENSE: DRIVING WHILE
M	53	Oxford GA	16-10-25 - GIVING FALSE	16-10-25 - GIVING FALSE
M	945	OXFORD GA	17-10-3.4 - PROBATION	17-10-3.4 - PROBATION VIOLATION
M	28	DECATUR GA	16-8-2 - THEFT BY TAKING	40-2-8 - OPERATING VEH. WITHOUT
M	36	ATLANTA GA	17-6-12 - FAILURE TO APPEAR	17-6-12 - FAILURE TO APPEAR
F	28	East Stroudsburg PA	17-6-12 - FAILURE TO APPEAR	
M	35	Norcross GA	17-6-12 - FAILURE TO APPEAR	17-6-12 - FAILURE TO APPEAR

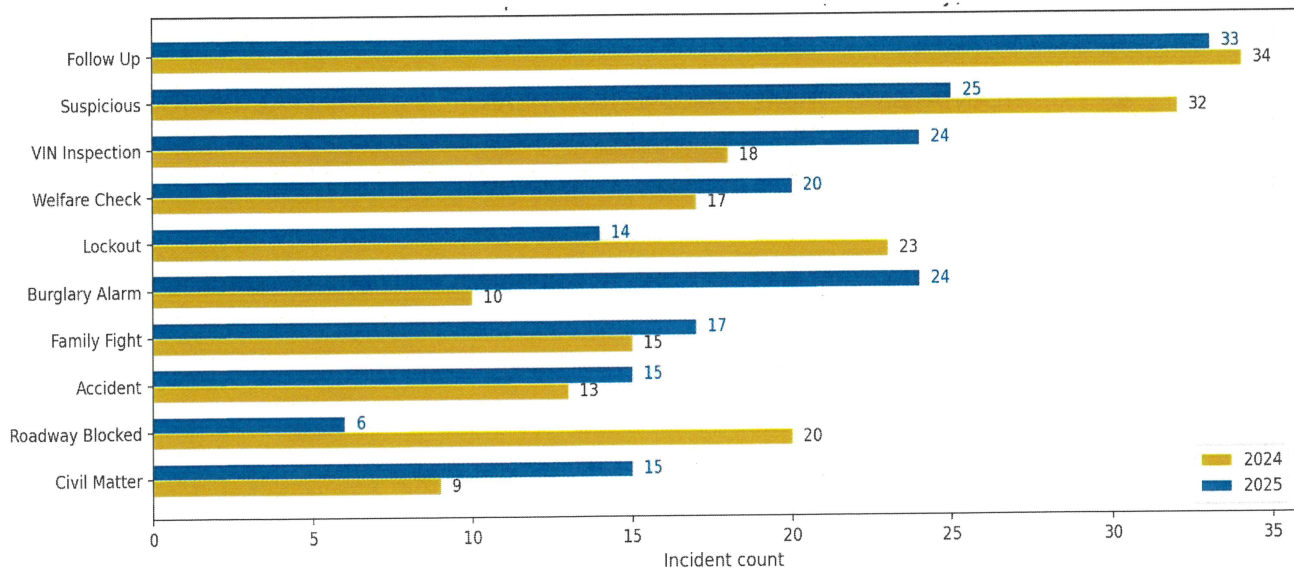
The following are calls listed in the Covington-Newton 911 CAD for the Oxford area handled by either Oxford Police or Newton County Sheriff's Department.

2024 - 2025 CAD Incidents Handled by Agency

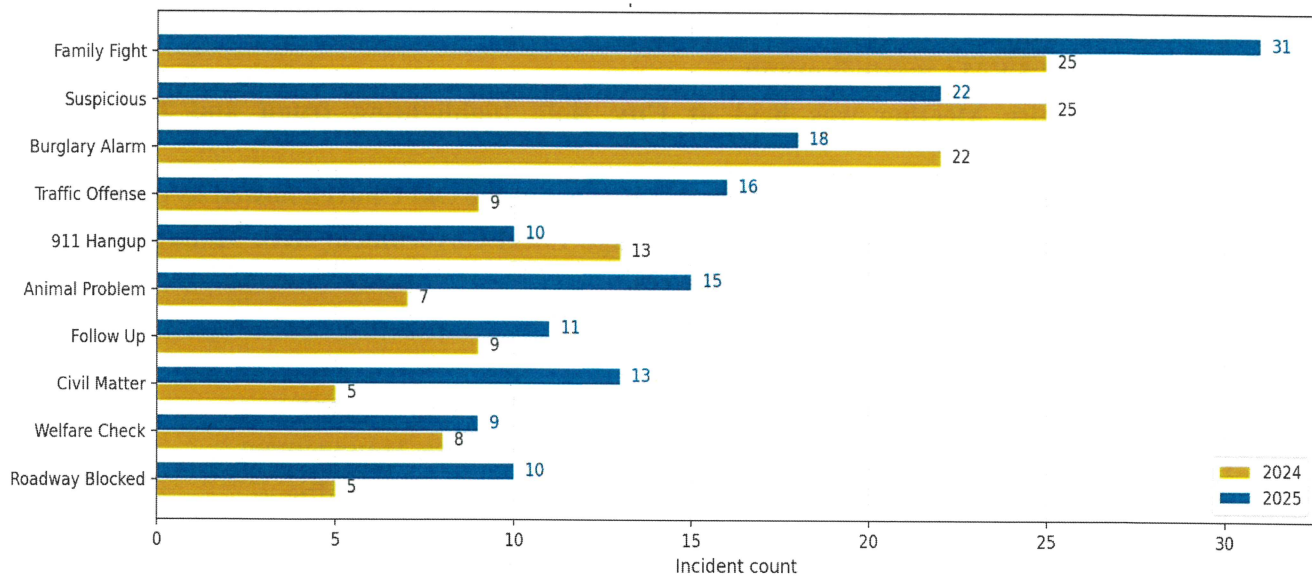
Agency	2024	2025	+/-	%
OPD	400	380	-20	-5.00%
NCSO	246	257	+11	4.28%
Total	646	637	-9	-1.41%

Top 10 Incident Types 2024 – 2025 Comparison

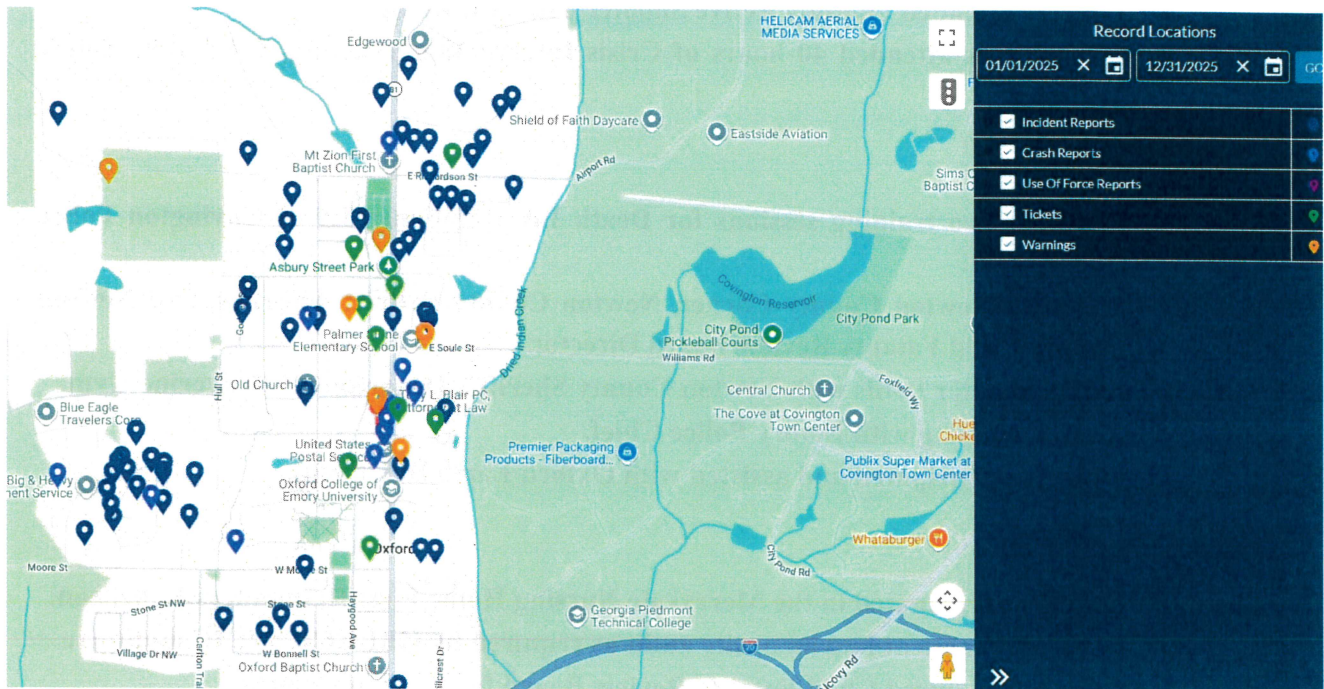
Oxford Police Only



Top 10 Incident Types 2024 – 2025 Comparison NCSO Only



Documented Incidents by Location by Oxford Police Only for 2025



Significant/ Community/ Training 2025

January

- **Rotary Club of Covington Guest Speaker.**
- **Attended 5 EMA weather events.**
- **Community Meeting was held at City Hall, highlighting fraud and forgery awareness.**
- **Officers assisted Emory PD with the MLK event at the Old Church hosted by college.**
- **PD hosted a Defensive Driver Class through Local Government Risk Management (LGRMS), at City Hall for all employees.**

February

- **Officers attended training at the Newton County Fire Department**
- **Supervisors attended training for Law Enforcement Risk Management**
- **Personnel attended Safety Coordinator Training through LGRMS.**
- **Officers attended Unified Public Safety Response Training for Active Shooter/Threat, with county wide law enforcement, fire departments, EMS, 911 center, EMA, and other stakeholders.**

March

- **Officers attended monthly Active Shooter/Threat training.**
- **Two officers attended 40 hours of Crisis Intervention Training, GA Public Safety Training.**

April

- **Provided two training sessions for Death Investigation, City of Covington Police Department.**
- **Met with Newton County Corner, Newton County District Attorney, and Newton County Child Fatality Review Board Director.**
- **Active Shooter Drills with Newton County Sheriff's Department, Wolverine Gym.**
- **Annual meeting with Emory Police Chief.**
- **Officers participated and assisted with Oxford Earth Day Event.**

May

- **Officers participated in the Merryvale Nursing Home First Responders Luncheon.**
- **Police Department had an onsite audit as required by GBI GCIC/NCIC auditors.**
- **Attended required Child Fatality Review Board for Newton County.**
- **Attended Supervisor Use of Force Training.**

June

- **Assisted and participated in the Newton County Law and Leadership Academy at Indian Creek Middle School with the Newton County Sheriff.**
- **Attended Joint Command tabletop for Newton County.**

July

- **Prepared the City for the annual 4th of July parade. Secured the route and implemented the strategic plan for law enforcement.**
- **Placed all detour and signage along the parade route and barricades.**
- **Provided four training sessions as requested by District Attorney for all law enforcement in and around Newton County.**
- **Department Head work session recap.**

August

- **Officers participated in Back-to-School Event at Mainstay (Palmer Stone) Academy.**
- **Held annual meetings with Emory Police Chief and staff.**
- **Officers participated in Rust Chapel Car Show,**
- **Assisted with Emory Student Move In**
- **Continued training with NCSO Active Shooter/Threat Training.**

September

- **Trained with Covington Police Department “Response to Active Resistance, Vehicle Extractions”.**
- **Attended all required sessions for Hazard Mitigation Planning for Newton County through EMA and GA Emergency Management.**
- **Continued training with NCSO Active Shooter/Threat Training.**

October

- **Officers participated with NCSO National Faith and Blue Events.**
- **Oxford Officers hosted Oxford Faith and Blue Event at the Old Church.**
- **Participated in the Emory Ideas Festival.**
- **Hosted a tent at Oxford annual Trunk or Treat Event.**

November

- **Participated in the Oxford Baptist Church Fall Festival.**

December

- **Participated in the Oxford Winter Fest.**

In Conclusion....

The City of Oxford Police Department remains committed to serving and protecting the citizens of Oxford as the community moves forward into 2026. With a continued focus on professionalism, integrity, and community partnership, the department strives to ensure a safe and welcoming environment for all who live, work, and visit the city. Through proactive policing, ongoing training, and strong relationships with residents, the Oxford Police Department is dedicated to upholding the highest standards of public safety and continuing its mission of service well into the future.

Sincerely,

The City of Oxford Police Department

