



SERVICE DELIVERY STRATEGY
FORM 1

COUNTY: **WHEELER**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div style="background-color: #000080; color: white; padding: 10px; text-align: center; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Wheeler County, City of Alamo, City of Glenwood, City of McRae-Helena (no population/no services), City of Scotland, Wheeler County Economic Development Authority, Telfair-Wheeler Airport Authority

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport, Ambulance, Cemeteries, Community Center, Courts, Economic Development, Elections, Emergency Management, Extension Service, Fire Protection, Indigent Defense, Jail, Library, Mosquito Control, Parks and Recreation, Public Health, Public Housing, Public Transportation, Public Works, Road and Street Construction/Maintenance, Social Services, Solid Waste Collection, Solid Waste Disposal, Street Lights, Tax Collection, Wastewater, Water Supply

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Law Enforcement - Service Provider Changed



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: WHEELER

Service: Law Enforcement

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Wheeler County, City of Alamo**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Wheeler County	General Fund & Fines
City of Alamo	General Fund & Fines
City of Glenwood	General Fund & Fines

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Wheeler County will continue to provide law enforcement services within the unincorporated areas and in the City of Glenwood. City of Alamo will continue to provide law enforcement services within its jurisdiction.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
"Intergovernmental agreement Glenwood-Wheeler County Law Enforcement Services"	Wheeler County/City of Glenwood	10/04/2017 - Open End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Anna Weaver**

Phone number: **912-367-3648** Date completed: 07/01/2024

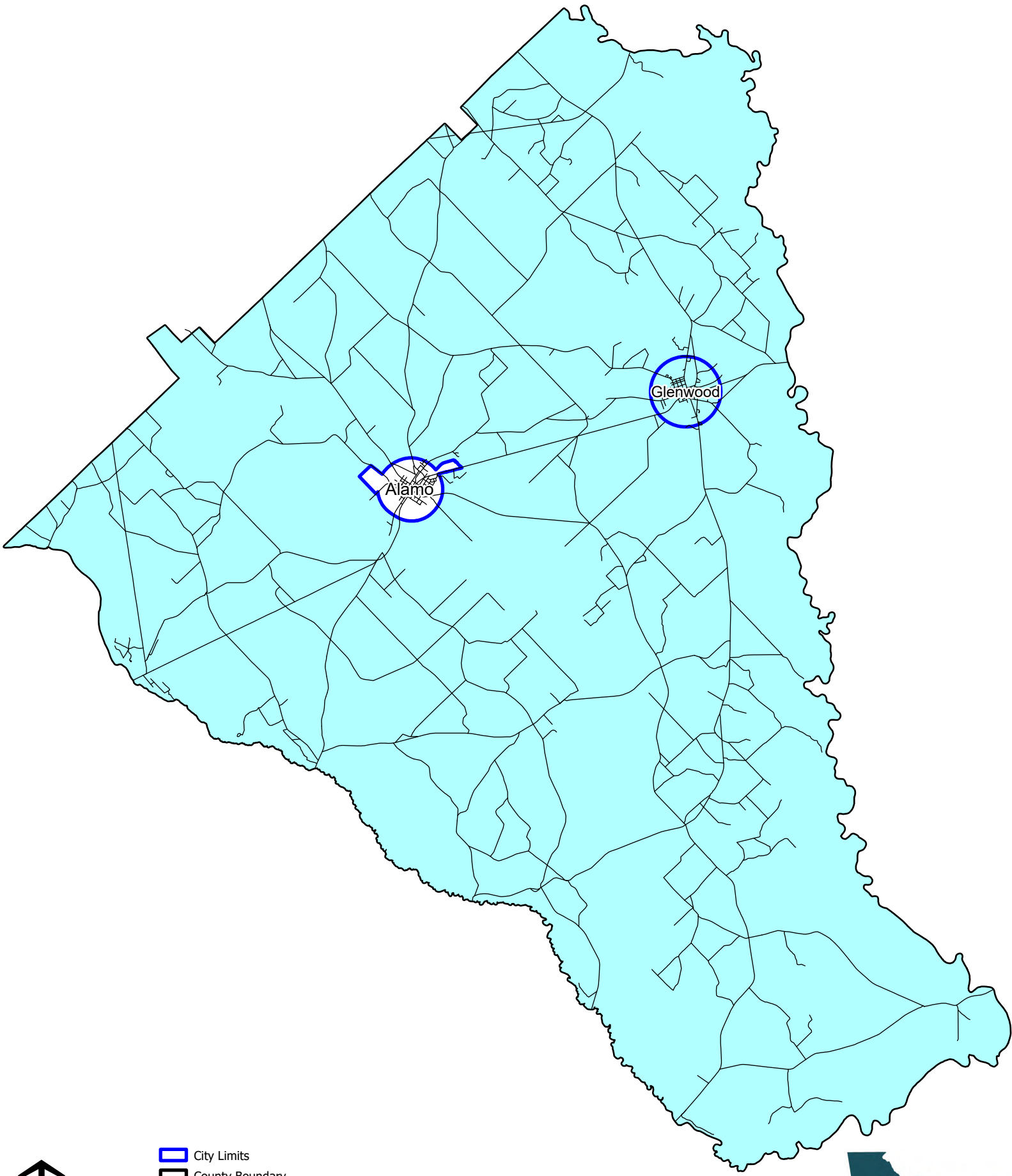
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No




If not, provide designated contact person(s) and phone number(s) below:

WHEELER COUNTY CHAIRMAN KEITH MCNEAL 912-568-7135

Wheeler County Service Delivery Strategy

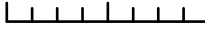
Law Enforcement Areas



-  City Limits
-  County Boundary
-  County Law Enforcement Protection



0 0.75 1.5 3 Miles



**INTERGOVERNMENTAL AGREEMENT
GLENWOOD-WHEELER COUNTY
LAW ENFORCEMENT SERVICES**

**STATE OF GEORGIA
COUNTY OF WHEELER**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to the provisions of Paragraph 1 of Section 3 of Article 9 of the Constitution of the State of Georgia, this 4th day of October 2017, by and between the City of Glenwood, Georgia, a municipal corporation, hereinafter referred to as "City," duly elected Sheriff of Wheeler County, Randy Rigdon, hereinafter referred to as "Sheriff," and consented to by Wheeler County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County"

WITNESSETH:

Whereas, the City currently has a police department that is responsible for law enforcement within its city limits pursuant to City Charter No. 284, sections 20-21 et al; and

Whereas, the City desires to cease its direct control and responsibility of the City law enforcement within its city limits; and

Whereas, the Sheriff's Department is willing to oversee and handle the law enforcement within the city limits pursuant to an agreed contract formula for the benefit of public safety and otherwise; and

Whereas, the County consents to the Sheriff contracting with the City for law enforcement purposes for the further benefit of public safety and otherwise; and

Now, therefore, for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1.

The Sheriff agrees to assume responsibility of law enforcement in and for the City thereby providing a 24 hour availability by the Sheriff's Department for the City.

2.

This Agreement shall commence on October 4, 2017 at 12:00 a.m. and shall terminate at midnight October 3, 2018. Provided, however, this Agreement shall continue hereinafter the said term and under the same terms contained herein unless otherwise terminated by either party upon 60 days written notice.

3.

The City agrees to pay the County \$4,500.00 per month with the first payment being due October 4, 2017 and continuing thereafter on the same day or before of each month for and during the term of this Agreement. The monthly payment shall be adjusted on an annual basis so that it shall remain consistent with the actual cost incurred by the County in providing law enforcement within the City.

4.

The City agrees to transfer to the County all City police equipment and vehicle(s) belonging to and currently used by the City. Upon the expiration or termination of this contractual agreement, the County shall have the right to return the equipment and vehicle(s) to the City or pay the City the value of the same at the time of purchase by the County. If a dispute arises between the parties in regards to value, then the value of the aforementioned equipment and vehicle(s) shall be determined by a certified public accountant of the City and County with any help as may be needed by a qualified appraiser.

5.

The City, if not already, shall adopt ordinances which will provide for allowing the County Sheriff to be responsible for the City law enforcement.

6.

For as long as the City maintains a Municipal Court, pursuant to City Charter No. 284, section 25 et al, all fine revenues resulting from citations issued by the City prior to this Agreement will be retained by the City. All citations issued by the Sheriff's Department in the City post this Agreement will be handled by in the Probate Court of Wheeler County with all fine revenues going to the County and all jail expenses of those arrested post this Agreement to be paid by the County.

7.

The Sheriff agrees to enforce all City ordinances.

8.

The County will provide liability insurance relative to its activities in the City. However, this in no way is a waiver of any sovereign immunity enjoyed by any of the parties to this agreement. The County and the Sheriff will be indemnified and held harmless by the City for any and all claims or liabilities relating to events and actions involving the City prior to the date of this agreement, including, but not limited to workers compensation claims, personal injury claims and actions brought or related to 42 U.S.C. 1983.

9.

The parties to this agreement shall cause to be done all things necessary to execute this Agreement the result of which shall be nothing less than to give it full force and effect.

10.

The parties to this agreement understand that L. Perry Avery, Jr., Attorney, represents the County, City and Sheriff. As such, certain ethical considerations and potential conflicts of interests

could develop. All parties involved acknowledge the aforementioned considerations and conflicts and by signing this Agreement do hereby agree to waive any and all such considerations and conflicts.

11.

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

12.

All parties have had the opportunity to negotiate the terms of this Agreement and to review the same before its execution. Should there be any claim or contention of ambiguity of any provision hereof, there shall be no presumption of construction in favor of or against the City, County or Sheriff.

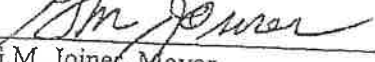
13.

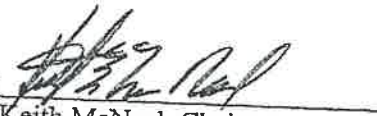
This Agreement represents the entire Agreement between the parties. Alterations of this Agreement shall be invalid unless amended and consented to in writing by all the parties herein.

In Witness Whereof, the City, County and Sheriff have hereunto signified their approval of this Agreement in their proper duly elected official capacity and caused to set their signatures, respectfully, on this day and year first written above.

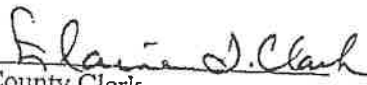
City of Glenwood, Georgia

Wheeler County, Georgia

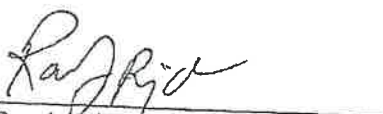
By: 
G.M. Joiner, Mayor

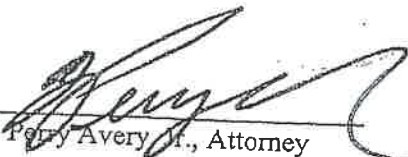
By: 
Keith McNeal, Chairman

Attest: 
City Clerk

Attest: 
County Clerk

Wheeler County Sheriff

By: 
Randy Rigdon, Sheriff

By: 
L. Perry Avery, Attorney

Attest: 
Clerk



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: WHEELER

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
 None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

NOTE:
If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The county and all cities have adopted a joint resolution to insure that proposed extraterritorial water and sewer service is compatible with land use plans and ordinances of the territory of the adjoining local government in which the new service is to be extended.

4. Person completing form: **Anna Weaver**

Phone number: **912-367-3648** Date completed: 07/01/2024

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

WHEELER COUNTY CHAIRMAN KEITH MCNEAL 912-568-7135



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: WHEELER

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF ALAMO</u>	Mayor	Pamela Lee	<i>Pamela Lee</i>	7/25/24
<u>CITY OF GLENWOOD</u>	Mayor	G. M. Joiner, Jr.	<i>G.M. Joiner Jr.</i>	7/25/24
<u>WHEELER COUNTY</u>	Chairman	Keith E. McNeal	<i>Keith E. McNeal</i>	7-25-24