

TUSCALOOSA COUNTY COMMISSION
MEETING
DECEMBER 19, 2018

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to adopt a resolution providing Tuscaloosa County's participation in the "Severe Weather Preparedness Sales Tax Holiday" as authorized by Act No. 2012-256, beginning at 12:01 a.m. on Friday, February 22, 2019 and ending at 12:00 midnight on Sunday, February 24, 2019, the last full weekend of February in 2019.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Tyler's View at Dream Lake in District II.

Exhibit 12-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission for Rivercrest, resurvey of lots 10, 12, and 13 in District IV.

Exhibit 12-3, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the Cooperative Service Agreement between Tuscaloosa County and the United States Department of Agriculture Wildlife Services for assistance with beaver control.

Exhibit 12-4, Pages

The County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for November 2018.

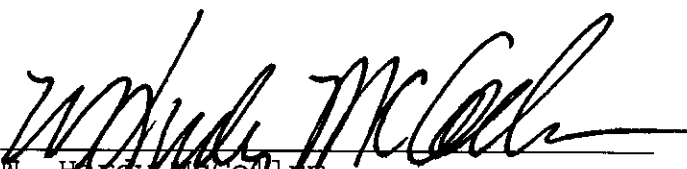
Exhibit 12-5, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the Tuscaloosa County Sheriff's Office to enter into a contract with AT&T FirstNet for push-to-talk services.

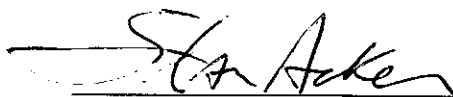
Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding in the amount of \$3,350.00 from the District I discretionary fund and \$3,350.00 from the District IV discretionary fund, for a total of \$6,700.00 to the Sipse Valley High School cheerleaders for competition expenses.

Commissioner Reginald Murray's motion to approve the Fosters Community Safe Room operating agreement was seconded by Commissioner Jerry Tingle. After discussion, Commissioner Reginald Murray withdrew his motion for further review and discussion on the agreement.

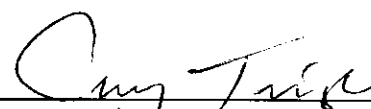
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, January 9, 2019.



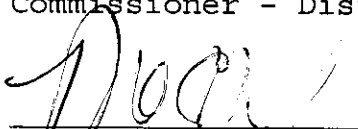
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



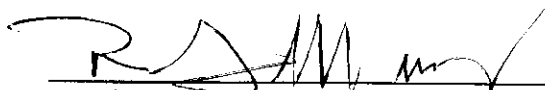
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

**RESOLUTION PROVIDING FOR TUSCALOOSA COUNTY'S
PARTICIPATION IN THE "SEVERE WEATHER PREPAREDNESS SALES
TAX HOLIDAY" AS AUTHORIZED BY ACT NO. 2012-256 IN JULY 2012**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, effective April 26, 2012, which provides an exemption of the state sales and use tax for certain severe weather preparedness supplies during the last full weekend in July 2012 and the last full weekend of February of each subsequent year; and

WHEREAS, Act No. 2012-256 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least fourteen days prior to 12:01 a.m. on the first Friday in July 2012, and at least 30 days prior to the last full weekend of February in subsequent years;

WHEREAS, the Tuscaloosa County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2012-256 during the last full weekend of February 2019, beginning at 12:01 a.m. on February 22, 2019 and ending at twelve midnight on Sunday, February 24, 2019; and

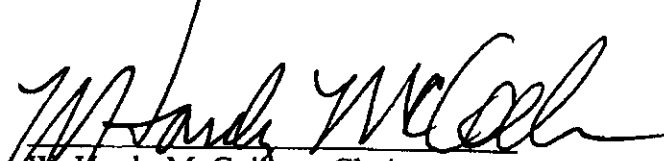
WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2019 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that it does hereby provide for an exemption of the county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on February 22, 2019 and ending at twelve midnight on Sunday, February 24, 2019.

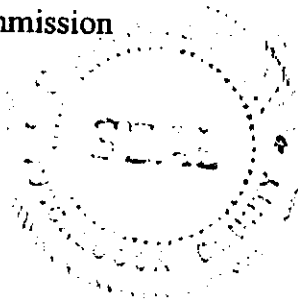
BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the December 19, 2018 meeting of the Tuscaloosa County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Tuscaloosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 19th day of December 2018.


W. Hardy McCollum, Chairman
Tuscaloosa County Commission

ATTEST:


Melvin Vines, County Administrator



EX12-1

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

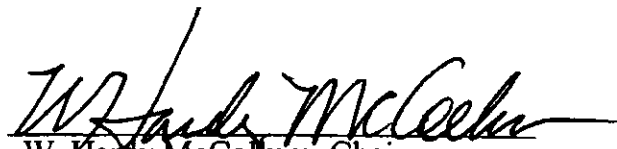
Tyler's View at Dream Lake

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 19th day of December, 2018.


W. Hardy McColum, Chairman
Tuscaloosa County Commission


Melvin L. Vines
County Administrator

EX-12-2

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

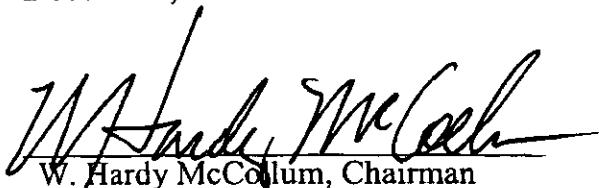
**Rivercrest
Resurvey of Lots 10, 12, and 13**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 19th day of December, 2018.



W. Hardy McCollum, Chairman
Tuscaloosa County Commission



Melvin L. Vines
County Administrator

EX 12-3

COOPERATIVE SERVICE AGREEMENT
between
TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT (TCPWD)
and
**UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL
AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this Cooperative Service Agreement is to alleviate beaver damage as a result of problems associated with their activities to roadways and drainage facilities.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and TCPWD mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

TCPWD: Scott Anders
2810 35th Street
Tuscaloosa, AL 35401

APHIS WS: Ken Gruver
602 Duncan Drive
Auburn University, AL 36849

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Scott Anders or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the County Engineer, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

TCPWD agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with beavers. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by TCPWD. TCPWD will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). TCPWD will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The TCPWD ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the TCPWD authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

ex 12-4

7. To coordinate with APHIS WS before responding to all media requests.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at TCPWD as described in the Work and Financial Plans.
2. Designate to TCPWD the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill TCPWD for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and TCPWD shall have the right to inspect and audit such records.
4. To coordinate with TCPWD before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

EX 12-4

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

TCPWD certifies that APHIS WS has advised the TCPWD that there may be private sector service providers available to provide wildlife management services that the TCPWD is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the TCPWD does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

EX 12-4

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

TCPWD Taxpayer Identification Number (TIN) 636001719

TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT:

BY: _____ Date _____
Scott Anders, County Engineer
2810 35th Street
Tuscaloosa, AL 35401

BY: W. Hardy McCollum _____ Date 12-19-18
W. Hardy McCollum, Probate Judge

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____
Ken Gruver, Alabama State Director
USDA, APHIS, WS
602 Duncan Drive
Auburn University, AL 36849

BY: _____ Date _____
Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

EX12-4

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

To reduce damage to county roadways and bridges due to beaver impoundments in the county.

Planned APHIS WS Activities

WS will conduct wildlife damage control activities upon identification of beaver impacted areas by the Public Works Department.

Control activities will consist of first conducting site evaluations to formulate appropriate control strategies. An integrated approach will be utilized to reduce beaver damage to affected facilities. Techniques will consist of installation of beaver resistant drainage structures, dam removal both manually and with use of explosives, and beaver population reduction using traditional methods (i.e. traps, snares, and night-shooting where authorized)

Since some of the control activities will require work on private property adjacent to city properties, TCPWD personnel will assist with obtaining landowner permission prior to initiating control efforts.

Effective Dates

The agreement shall become effective on January 1, 2019, and shall expire on December 31, 2024.

EX 12-4

MONTH OF: **NOVEMBER , 2018**

FUND	CHECK NUMBERS	AMOUNT
001 GENERAL FUND SPECIAL SALES TAX	39804-40625	\$5,154,624.10
112 ROAD & BRIDGE	12568-12681	\$2,174,969.60
116 CAPITAL IMPROVEMENT		
117 RRR GAS TAX		
120 REAPPRAISAL	3486-3503	\$181,257.56
160 COMMUNITY DEVELOP	1800-1802	\$23,500.00
710 PAYROLL-CHECKS	96282-96326	\$1,680,425.61
	64196-64542	\$205,837.79
	11037-11951	\$1,249,245.07
720 EXCESS LAND SALES	464	\$845.08
730 FIDUCIARY		
750 PISTOL PERMIT	10870-10913	\$33,322.27
780 E911	6446-6454	\$111,166.52
781 GAS TAX BONDING		
783 GENERAL LIABILITY		
783 WORKMEN'S COMP	182	\$11,757.07
783 HEALTH INSURANCE		
784 TAX COLL SPECIAL		
785 TAX ASSR SPECIAL		
786 MFG HOMES		
787 MOTOR VEH TRAINING	185	\$1,000.00
		<hr/>
		\$10,827,950.67

CHECKED BY: *W M Lamb*

WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, W. HARDY MCCOLLUM

W Hardy McCollum

COMMISSIONER, STAN ACKER

Stan Acke

COMMISSIONER, JERRY TINGLE

Jerry Tingle

COMMISSIONER, MARK C. NELSON

Mark C Nelson

COMMISSIONER, REGINALD MURRAY

Reginald Murray

EX12-5