

**AGENDA**  
**BEDFORD COUNTY BOARD OF COMMISSIONERS MEETING**  
July 17, 2018

**I: CALL TO ORDER**

Those Present:

**II: ROLL CALL OF MEMBERS**

- \_\_\_ Josh Lang, Commissioner Chair
- \_\_\_ Barry L. Dallara, Commissioner Vice-Chair
- \_\_\_ S. Paul Crooks, Commissioner Secretary

**III: APPROVAL OF MINUTES**

June 19, 2018.

**IV: EXPENDITURES**

Payroll	\$271,124.12	CK#:183274-183282
Payroll	\$289,759.41	CK#: 183283-183291
General	\$318,019.03	
General	\$207,586.95	
General Debit Card	\$46,418.08	
Commissary	\$4,884.85	
Commissary	\$1,646.26	
Commissary	\$56.40	
CDBG	\$13.46	
LEPC	\$99.18	
LEPC	\$41.23	

**V: OLD BUSINESS**

**VI: NEW BUSINESS**

- a) A motion to approve the Purchase of Service Agreement between Bedford County Children & Youth Services and the following effective July 1, 2018 through June 30, 2019. This is based upon the recommendation of Lisa Cairo, Administrator Bedford County Children and Youth Services.
  - 1. Todd Baumgardner, LPC, Mount Pleasant, PA
  - 2. Heather Dawn Sipes, Incredible Years Program, Lead Facilitator
  - 3. Shipperville Project Point of Light, Inc., Shipperville, PA
  - 4. Forr, Stokan, Huff, Kormanski & Naugle, Attorneys at Law – Altoona
  - 5. Grabill & Seelye, P.L.L.C., Attorneys at Law – Altoona
- b) A motion to approve the move of Russell Suder from a part-time to a full-time Lieutenant at the Bedford County Correctional Facility effective July 18, 2018. This is based upon the recommendation of Troy Nelson, Warden.
- c) A motion to approve the security deposit for the rental of a second apartment for Bedford County Children and Youth Services (Independent Living Program) effective October 1, 2018. This is based upon the recommendation of Lisa Cairo, Administrator Bedford County Children and Youth Services.

- d) A motion to approve the purchase of a 2018 Ford Escape 4WD for the Bedford County Children and Youth Services office for a total purchase price of \$21,950.00 through Co-Star Lease Program. Only a percentage (20%) of this is funded through the county. This is based upon the recommendation of Lisa Cairo, Administrator Bedford County Children and Youth Services.
- e) A motion to approve the following resolution for the Comprehensive Plan Update For Bedford County, Including All Maps, Charts, and Textual Matters Contained Herein. This is based upon the recommendation of Don Schwartz, Director of Planning.

THE COMPREHENSIVE PLAN UPDATE FOR BEDFORD COUNTY,  
INCLUDING ALL MAPS, CHARTS, AND TEXTUAL MATTERS CONTAINED HEREIN

**WHEREAS**, the Pennsylvania Municipalities Planning Code (MPC), Act of 1968, P.L. 805, No. 247, as reenacted and amended, requires that County comprehensive plans be updated every ten (10) years; and

**WHEREAS**, the Bedford County Comprehensive Plan was last adopted by the Bedford County Board of Commissioners on December 19, 2006; and

**WHEREAS**, the MPC outlines content and procedural requirements associated with the preparation, review and approval of County comprehensive plans and have been followed in the County Plan Update process; and

**WHEREAS**, the Bedford County Planning Commission coordinated the preparation of the Bedford County Comprehensive Plan Update (“Plan Update”) that has been published as part of the document entitled *Alleghenies Ahead Shared Strategies for a Stronger Region*, dated June 2018, in cooperation with the Southern Alleghenies Planning and Development Commission and the five other counties comprising the Southern Alleghenies region – Blair, Cambria, Fulton, Huntingdon and Somerset; and

**WHEREAS**, the Plan Update was prepared in accordance with guidance published by the Pennsylvania Department of Community and Economic Development for an “Implementable” Plan, with specific, implementable Action Plans; and

**WHEREAS**, the Bedford County Planning Commission conducted a robust and inclusive public participation and engagement process and an official public hearing regarding the plan; and

**WHEREAS**, the draft Plan Update was made available for review and comment by citizens, school districts and municipalities within Bedford County, and contiguous counties, and the other five regional county partners did the same for their portions of the Update; and

**WHEREAS**, the Bedford County Planning Commission duly noted and considered all public comments received in finalizing the County Plan Update; and

**NOW THEREFORE BE IT RESOLVED**, that the Bedford County Board of Commissioners hereby adopt the Bedford County Comprehensive Plan Update that has been published as part of the *Alleghenies Ahead* document, dated June 2018 and comprised of maps, charts, textual matter and narratives, and other matters that form the whole of the County Plan Update; and fulfills County responsibilities under the MPC.

**ADOPTED** by the Board of Commissioners of the County of Bedford, the Commonwealth of Pennsylvania, this 17<sup>th</sup> day of July 2018.

- f) A motion to approve the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH), effective July 3, 2018. This is based upon the recommendation of Stacey Tice, Deputy Director/Director of Development at Center for Community Action.

Resolution of the **County of Bedford**  
Authorizing the filing of a proposal for funds with the  
Department of Community and Economic Development,  
Commonwealth of Pennsylvania.

**WHEREAS**, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) enacted into law on May 20, 2009, authorized the Emergency Solutions Grant (ESG) Program; and

**WHEREAS**, the Commonwealth of Pennsylvania through the Department of Community and Economic Development (DCED) has received ESG program funds and is making these funds available to units of local governments for eligible homeless services; and

**WHEREAS**, the County of Bedford desires to submit an application to DCED for ESG Program funds to provide homeless services or on behalf of other entities to provide homeless services.

**NOW, THEREFORE BE IT RESOLVED AND IT IS HEREBY RESOLVED** by the County of Bedford that:

1. The proposed project(s) Homeless Preventions, Rapid Rehousing Outreach, HMIS and Administrative Costs to be funded by a grant from the Pennsylvania ESG Program meet the ESG interim rule requirements at §24 CFR 576 are eligible and approved.
2. The Center for Community Action on behalf of The County of Bedford is authorized and directed to execute an ESG Program application in the amount of \$100,000 to the PA Department of Community and Economic Development.
3. The Center for Community Action will assume the responsibility for securing the required matching amount of project funds or request a waiver of match funds to DCED.
4. The (County) will reimburse the commonwealth for any expenditure found to be ineligible.
5. The Center for Community Action is authorized to provide such assurances, certificates, and supplemental data or revised data that DCED may request in connection with the application.

**ADOPTED** by the Board of Commissioners of the County of Bedford, the Commonwealth of Pennsylvania, this 3<sup>RD</sup> day of July 2018.

- g) A motion to approve the agreement with Cottle's Asphalt Maintenance, Inc., contract number 031318, for Bridge 31 construction. This is based upon the recommendation of the Bedford County Commissioners.
- h) A motion to approve the Change of Assessment Notice Control Report changes for the month of June 2018. This is based upon the recommendation of Joyce Hillegass, Director of Tax Assessment.
- i) A motion to approve Connie Brode, as Executive Director of Area on Aging Agency and to authorize agreements for community based programs on behalf of the Area on Aging for Huntingdon, Bedford, Fulton counties for FFY 2018-2019.

### **RESOLUTION NO. 07-17-18**

**WHEREAS**, the Counties of Huntingdon, Bedford and Fulton have entered into various agreements with the Commonwealth of Pennsylvania, including the Departments of Aging and Transportation to provide a wide range of community-based services for older persons, including MA Waiver, Guardianship, Protective Service, Care Management, Shared Ride Transportation and, also, to receive capital assistance funding; and,

**WHEREAS**, the Commissioners of Huntingdon, Bedford and Fulton Counties have appointed Connie Brode to the position of Executive Director of the Area Agency on Aging with authority to assume all duties and responsibilities for administration of this program, as well as serving as Trustee of the Agency's retirement plan and court appointed guardian; and,

**WHEREAS**, the Joint Board of County Commissioners recognizes the need for the Agency's Executive Director to be empowered to bind the Agency to various funding agreements, any amended budgets, financial and banking documents, signing funding agreements, service contracts, retirement plan documents, health insurance policy, sale of used vehicles, tax exemptions, all guardianship/POA/Rep Payee related matters.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Bedford County Commissioners, as members of the governing body of the Area Agency on Aging, by adoption of this resolution, do grant to Connie Brode, Executive Director of the Huntingdon-Bedford-Fulton Area Agency on Aging, such required authorization for Fiscal Year 2018-19.

**ADOPTED**, this 17<sup>th</sup> day of July 2018, by the Bedford County Commissioners.

- j) A motion to approve the hire of Amanda D. Littlefield, Bedford, PA as Clerk Typist I for the Domestic Relations Office effective July 18, 2018. This is based upon the recommendation of Thomas S. Ling, President Judge.
- k) A motion to approve Dustin Miller, Bedford, PA as the part-time Operations, Planning and Training Officer for Bedford County Emergency Services, effective July 30, 2018. This is based upon the recommendation of David Cubbison, Director of Emergency Services.
- l) A motion to approve the 911 Intergovernmental Cooperation Agreement. This is based upon the recommendation of Sid McConahy, Vice President of Operations at Mission Critical Partners.

### **INTERGOVERNMENTAL COOPERATION AGREEMENT**

Four Counties consisting of; the **COUNTY OF BEDFORD**, the **COUNTY OF BLAIR**, the **COUNTY OF FULTON**, and the **COUNTY OF HUNTINGDON**, properly and fully executed an intergovernmental agreement effective February 17, 2015. The group is known as the Southern Alleghenies 911 Cooperative. These Counties have worked together for the past three years, now desire to expand this intergovernmental agreement to include the **COUNTY OF CAMBRIA**, the **COUNTY OF CENTRE** and the **COUNTY OF SOMERSET**.

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (hereinafter "Agreement") is entered into this 17<sup>th</sup> day of July, 2018 (said date being the date the last county a party hereto passes its Ordinance), pursuant to the provisions of the Act of *December 19, 1996, P.L. 1158, 53 Pa. C.S.A. §§2301-2316*, relating to Intergovernmental Cooperation, by and between the original four counties and the **COUNTY OF CAMBRIA** (hereinafter "Cambria"), the **COUNTY OF CENTRE** (hereinafter "Centre"), and the **COUNTY OF SOMERSET** (hereinafter "Somerset"), all counties various classes of the Commonwealth of Pennsylvania. Hereinafter, Bedford, Blair, Cambria, Centre, Fulton, Huntingdon and Somerset collectively are referred to as the "Counties" or may be generally referred to individually as "County."

WHEREAS, the Pennsylvania Emergency Management Agency is encouraging public body cooperation for establishing and maintaining 911 systems under the Public Safety Emergency Telephone Act, 35 Pa. C.S.A. §§5302 *et seq.* (hereinafter "PSETA"), among the Counties; and

WHEREAS, the Counties have existing assets within their own Emergency 9-1-1 systems that can be shared and for which backup can be provided in the event of a mechanical problem or disaster in order that emergency calls can still be processed; and

WHEREAS, the Counties want to explore leveraging resources and funding in a manner where each County would still remain financially responsible for their own operations and make actual purchases of capital items but the Counties will cooperate in sharing and use of such capital items.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained and intending to be legally bound hereby, the Counties mutually agree as follows:

1. Each County has passed an ordinance in accordance with the requirements of the Act of *December 19, 1996, P.L. 1158, 53 Pa. C.S.A. §§2301-2316*, so as to give full force and legal effect to this Agreement. This Agreement shall become effective for the each County hereto when each County, by Ordinance of its Board of Commissioners, adopts and approves this Agreement, and authorizes the President and/or Vice-President of the Board of Commissioners to execute the same and the Chief Clerk to attest to the same.
2. Each County shall authorize and direct its Director of Emergency Services, or 911 Coordinator/Director (hereinafter “Directors”) to regularly attend meetings with the other Directors from the Counties to communicate, plan, strategize and make recommendations to their respective Boards of Commissioners.
3. Each County shall designate one Commissioner liaison to attend such meetings as are called amongst the Counties for the purposes of communicating, planning and receiving recommendations from the Directors from the Counties prior to submitting any recommendation to the Boards of Commissioners for the Counties for approval. These meetings will be scheduled as necessary based upon the consensus of the Directors from the Counties understanding that the meetings of the Directors as provided for in paragraph 2 above will be more frequent than the meetings provided for hereunder.
4. So long as this Agreement is in effect, the Counties shall communicate, plan, strategize and cooperate with respect to back up of a County’s 9-1-1 call center, sharing of equipment, application for grants and other funding, purchase of new equipment and such other areas as are mutually beneficial. Notwithstanding the foregoing, each County shall remain financially responsible for their own 9-1-1 call center, all future purchases of capital items even if purchased for the purpose of sharing with other Counties and grant administration for any grants a County receives.
5. With respect to backup of a County’s 9-1-1 call center and sharing of equipment, all Counties involved in such backup and/or sharing of equipment shall not proceed to delegate and/or provide backup and/or share equipment until the Board of Commissioners for each County involved in any of the foregoing has passed a Resolution at a public meeting setting forth the delegation and/or provision of backup and/or what is being shared. To the extent cost sharing is involved, such resolution shall set forth the terms of any payment from one County to another County specifically including the amount and frequency of such payment and how such payment shall be adjusted (i.e., for instance, the resolution may provide that County A is paying 10% of the maintenance agreement for a particular piece of equipment owned by County B based upon County A’s sharing of the equipment using the invoice County B receives from the vendor providing the maintenance agreement).
6. With respect to grants or other funding that some or all of the Counties desire to strategically utilize, a Resolution shall be passed in a public meeting by the Boards of Commissioners of the participating Counties designating a single County as the applicant, supporting the County-applicant’s application and approving how the capital resource being funded will be shared or utilized as between the Counties along with any cost sharing in accordance with paragraph 5 above.
7. All employees shall continue to be employees of their regular employing County, and there shall be no joint employees. Each County shall individually provide to its employees such insurance, group insurance, and employee benefits as such County may determine. Each County shall individually provide for its employees the Social Security and other tax withholding, workers compensation, unemployment compensation, and other required benefits for employees as required by state and federal law.
8. To the extent necessary under the PSETA, in the event that some or all of the Counties engage in backup and sharing as provided for above, any County performing any action under the PSETA on behalf of another County, such performing County shall be deemed to have been delegated such authority by the other County. As a matter reciprocal to the responsibilities and duties delegated in this Agreement, each County, its elected and public officials and employees shall have the same immunities from liability, the same limitations on damages, the same rights and benefits, and the same powers as would be had by, preserved to or applicable to a

municipality, its employees, officers and officials under the provisions of the Political Subdivisions Tort Claims Act [Subchapter C of Chapter 85 of Title 42 of The Pennsylvania Consolidated Statutes, Act 142 of October 5, 1980, as amended, 42 Pa. C.S.A. §8541 *et. seq.*], and/or under provisions of any other Pennsylvania law or any federal law, now or hereafter enacted which provides for immunities, limitations, rights, benefits, or powers in connection with the subject matter of this Agreement.

9. Any County providing backup and/or sharing equipment to which the County is entitled to certain reimbursement from another County and the reimbursing County fails to timely pay the County providing the service, the County providing the service may terminate such service until paid in full upon twenty (20) days written notice of the untimely payment.

10. Any County may withdraw from this Agreement at any time, by Ordinance approved by Board of Commissioners with an approved/executed copy of such Ordinance provided to the other Counties at least ninety (90) days in advance of the time of withdrawal. The withdrawal of one or two Counties shall not cause the termination of this Agreement. The withdrawal from this agreement by three Counties shall cause this Agreement to be terminated. All Resolutions passed by any County in relation to any withdrawing County, including the withdrawing County's Resolutions, shall be terminated as of the withdrawal date as provided for herein unless re-approved by the withdrawing County or other effected Counties prior to the withdrawal date. This Agreement shall continue until terminated by the agreement of the parties or the withdrawal of five Counties.

11. Any county may join this Agreement by Ordinance approved by Board of Commissioners with an approved/executed copy of such Ordinance provided to the other Counties at least thirty (30) days in advance of the time of joinder. It shall not be necessary for the existing member Counties to pass a new Ordinance; however, all member Counties will re-execute this Agreement along with the joining county.

WHEREFORE, the parties hereto hereby enter into this Agreement, intending to be legally bound hereby. Specifically, on July 17, 2018, Bedford County voted to enter into this Agreement; on June 5th, 2018, Blair County voted to enter into this Agreement; on June 5th, 2018, Fulton County voted to enter into this Agreement; and on May 29th, 2018, Huntingdon County voted to enter into this Agreement, on June 14th, Cambria County voted to enter into this Agreement; on June 5th, 2018, Centre County voted to enter into this Agreement; and on June 26th, 2018, Somerset County voted to enter into this Agreement.

- m) A motion to approve the Ordinance No. 07-17-18 for the expansion of the Emergency 911 Services. This is based upon the recommendation of Sid McConahy, Vice President of Operations at Mission Critical Partners.

### **ORDINANCE NO. 07-17-18**

#### AN ORDINANCE OF THE COUNTY OF BEDFORD, PENNSYLVANIA APPROVING THE EXPANSION OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR EMERGENCY 9-1-1 SERVICES

The County of Bedford hereby resolves the following:

#### **SECTION 1. TITLE.**

This Ordinance shall be known and cited as the Bedford County Approval of the expansion of the Intergovernmental Cooperation Agreement for Emergency 9-1-1 Services, with an effective date of July 17, 2018.

**SECTION2. AUTHORITY.**

The County of Bedford is permitted to enter into intergovernmental agreements in the exercise or performance of its governmental functions, powers or responsibilities by authority of 53 Pa.C.S.A. §2301, *et seq.*

**SECTION3. APPROVAL.**

The Intergovernmental Cooperation Agreement was executed by the Counties of Bedford, Blair, Fulton and Huntingdon in 2015. This Intergovernmental Cooperation Agreement is now expanded to include the Counties of Cambria, Centre and Somerset includes some non-substantive amendments to the Intergovernmental Cooperation Agreement along with the ability to permit other counties to join without the need to adopt future Ordinances.

**SECTION4. TERMS OF AGREEMENT.**

A. The terms of the Intergovernmental Cooperation Agreement named in Section 3 of this Ordinance are summarized as follows:

Each County shall authorize and direct its Director of Emergency Services, 911 Director/Coordinator to regularly attend meetings with the other Directors from the Counties to communicate, plan, strategize and make recommendations to their respective Boards of Commissioners.

Each County shall designate one Commissioner liaison to attend such meetings as are called amongst the Counties for the purposes of communicating, planning and receiving recommendations from the Directors from the Counties prior to submitting any recommendation to the Boards of Commissioners for the Counties for approval. These meetings will be scheduled as necessary based upon the consensus of the Directors from the Counties understanding that the meetings of the Directors as provided for in paragraph 2 above will be more frequent than the meetings provided for hereunder.

With respect to backup of a County's 9-1-1 call center and sharing of equipment, all Counties involved in such backup and/or sharing of equipment shall not proceed to delegate and/or provide backup and/or share equipment until the Board of Commissioners for each County involved in any of the foregoing has passed a Resolution at a public meeting setting forth the delegation and/or provision of backup and/or what is being shared. To the extent cost sharing is involved, such resolution shall set forth the terms of any payment from one County to another County specifically including the amount and frequency of such payment and how such payment shall be adjusted (i.e., for instance, the resolution may provide that County A is paying 10% of the maintenance agreement for a particular piece of equipment owned by County B based upon County A's sharing of the equipment using the invoice County B receives from the vendor providing the maintenance agreement).

With respect to grants or other funding that some or all of the Counties desire to strategically utilize, a Resolution shall be passed in a public meeting by the Boards of Commissioners of the participating Counties designating a single County as the applicant, supporting the County-applicant's application and approving how the capital resource being funded will be shared or utilized as between the Counties along with any cost sharing in accordance with paragraph 5 above.

All employees shall continue to be employees of their regular employing County, and there shall be no joint employees. Each County shall individually provide to its employees such insurance, group insurance, and employee benefits as such County may determine. Each County shall individually provide for its employees the Social Security and other tax withholding, workers compensation, unemployment compensation, and other required benefits for employees as required by state and federal law.

To the extent necessary under the PSETA, in the event that some or all of the Counties engage in backup and sharing as provided for above, any County performing any action under the PSETA on behalf of another County, such performing County shall be deemed to have been delegated such authority by the other County. As a matter reciprocal to the responsibilities and duties delegated in this Agreement, each County, its elected and public officials and employees shall have the same immunities from liability, the same limitations on damages, the same rights and benefits, and the same powers as would be had by, preserved to or applicable to a municipality, its employees, officers and officials under the provisions of the Political Subdivisions Tort Claims

Act [Subchapter C of Chapter 85 of Title 42 of The Pennsylvania Consolidated Statutes, Act 142 of October 5, 1980, as amended, 42 Pa. C.S.A. §8541 *et. seq.*], and/or under provisions of any other Pennsylvania law or any federal law, now or hereafter enacted which provides for immunities, limitations, rights, benefits, or powers in connection with the subject matter of this Agreement.

Any County providing backup and/or sharing equipment to which the County is entitled to certain reimbursement from another County and the reimbursing County fails to timely pay the County providing the service, the County providing the service may terminate such service until paid in full upon twenty (20) days written notice of the untimely payment.

**B. Term.** This Agreement shall become effective for each County hereto when each County, by Ordinance of its Board of Commissioners, adopts and approves this Agreement, and authorizes the President and/or Vice-President of the Board of Commissioners to execute the same and the Chief Clerk to attest to the same. Any County may withdraw from this Agreement at any time, by Ordinance approved by Board of Commissioners with an approved/executed copy of such Ordinance provided to the other Counties at least ninety (90) days in advance of the time of withdrawal. The withdrawal of one or two Counties shall not cause the termination of this Agreement. The withdrawal from this agreement by three Counties shall cause this Agreement to be terminated. All Resolutions passed by any County in relation to any withdrawing County, including the withdrawing County's Resolutions, shall be terminated as of the withdrawal date as provided for herein unless re-approved by the withdrawing County or other effected Counties prior to the withdrawal date. This Agreement shall continue until terminated by the agreement of the parties or the withdrawal of three Counties.

**C. Joinder by future counties.** Any county may join the Agreement by Ordinance approved by Board of Commissioners with an approved/executed copy of such Ordinance provided to the other Counties at least thirty (30) days in advance of the time of joinder. It shall not be necessary for the existing member Counties to pass a new Ordinance; however, all member Counties will re-execute the Agreement along with the joining county.

**D. Purpose and Objective.** The purpose and objective of the Agreement is for the Bedford, Blair, Cambria, Centre, Fulton, Huntingdon and Somerset Counties is to share existing assets within their own Emergency 9-1-1 systems and provide back up to other 9-1-1 call centers in the event of a mechanical problem or disaster in order that emergency calls can still be processed. Additionally, the foregoing Counties want to explore leveraging resources and funding in a manner where each County would still remain financially responsible for their own operations and make actual purchases of capital items but the Counties will cooperate in sharing and use of such capital items.

**E. Manner and Extent of Financing the Agreement.** The parties to the Agreement remain responsible for financing their own activities. The parties will cooperate, plan and strategize with respect to applying for grants and other finances. Any cost reimbursement must be approved by all Counties involved.

**SECTION5. INCORPORATION OF AGREEMENT.**

A copy of the above-mentioned Intergovernmental Cooperation Agreement is attached hereto and the same is hereby incorporated as part of this Ordinance as if fully set forth at length with the intent of the attachment and incorporation of said Intergovernmental Cooperation Agreement into this Ordinance being to satisfy 53 Pa.C.S.A. §2307.

**SECTION6. EXECUTION OF AGREEMENT.**

After enactment of an ordinance by the Intergovernmental Cooperation Agreement by Bedford, Blair, Cambria, Centre, Fulton, Huntingdon and Somerset Counties, the Agreement shall be signed by the president or vice-president of each county and attested by the Chief Clerk, and the corporate seal of said county shall be applied and affixed to the Agreement.

**SECTION7. REPEALER; SEVERABILITY.**

All Ordinances or parts of Ordinances which are inconsistent hereby are hereby repealed. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or

invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall become effective upon the earliest date provided by law.

ORDAINED AND ENACTED as an Ordinance of the County of Bedford this 17<sup>th</sup> day of July, 2018.

**VII: COMMENTS/APPOINTMENTS**

**VIII: ADJOURN**

The next meeting will be held July 31, 2018 in Room 101 immediately following the Commissioners Meeting.

## **Rules of Procedure for Weekly Meetings of the Bedford County Commissioners**

### **I. AGENDA**

- A. The Chief Clerk, in consultation with the Chairman shall prepare an Agenda for the weekly meetings of the Board of Commissioners.
- B. Any requests for matters to be placed on the Agenda shall be submitted in writing by noon on Monday for that week's meeting. If Monday is a legal holiday or if a meeting is scheduled for a day other than Tuesday, the deadline for requests to be placed on the Agenda shall be noon on the previous working day.
- C. The Agenda will be finalized by the Chief Clerk at 3:00 PM on the Monday of the week of the meeting. If Monday is a legal holiday, or if a meeting is scheduled for a day other than Tuesday, the deadline for finalizing the Agenda shall be at 3:00 PM on the previous work day.
- D. Anyone requesting that items be placed on the Agenda shall provide the topic of the item and sufficient information and detail so as to provide a reasonable notice of the nature and purpose of the Agenda item.
- E. Those wishing to speak in the public comment portion of the Agenda shall provide their name and the topic of their comment. Topics shall be limited to matters of concern, official action or deliberation which are or may be before the County Commissioners.
- F. The Board of Commissioners shall have the right to make additions to or deletions from the Agenda or change the order of the Agenda after it is finalized as they deem necessary or appropriate.

### **II. MEETINGS**

- A. Public Notice of the meetings shall be advertised and posted by the Chief Clerk as required by law.
- B. The Chairman of the County Board of Commissioners shall direct the meeting. In the absence of the Chairman, the Vice-Chairman shall direct the meeting and shall have all powers and duties of the Chairman.
- C. The Modern Rules of Order shall be used to conduct the meeting unless otherwise modified by these Rules or waived by the Board of Commissioners.
- D. Residents and/or taxpayers may use audio or stenographic recorders to record all or any portion of the meeting. Said recorders shall be operated from the area set aside for the general public seating and may not be placed on the Board of Commissioners table without prior consent of the Chairman.
- E. Video recorders may be used to record all or any portion of a public meeting. The operator of the recorder shall remain seated in the area set aside for the general public or stand in the rear or to the side of the general public seating area so as to not interfere in any way with the activities of the Board of Commissioners or the ability of the general public to observe the Board.

### **III. PUBLIC COMMENT**

Residents and taxpayers of Bedford County shall have the right to speak in the meetings during the Public Comment portion of the Agenda. In order to conduct meetings in an orderly and productive manner the following rules and regulations shall govern such speakers:

- A. A speaker shall request to be placed on the Agenda as provided in Section I of these Rules.
- B. Comment shall be received only after the speaker is recognized by the Chairman.
- C. The speaker shall announce his or her name and address prior to addressing the Board of Commissioners.
- D. The Chairman may request that the speaker use a microphone or step forward when addressing the Board of Directors.
- E. The Chairman may rule out-of-order scandalous, impertinent, irrelevant and redundant comments, or comments the discernible purpose or effect of which is to disrupt or needlessly protract the proceedings of the meeting.
- F. The Chairman may request any individual to leave the meeting and may contact security to that end when that individual does not observe reasonable decorum. Further, the Chairman may request the assistance of law enforcement officers to remove a disorderly person when his/her conduct interferes with the orderly progress of the meeting.
- G. The Chairman may call a recess or adjournment to another time when the lack of public decorum interferes with the orderly conduct of the meeting.
- H. The Chairman may allocate available time among individuals wishing to comment.
- I. Time allocated for the public comment period at each meeting shall not exceed thirty (30) minutes. Each speaker will be allotted three (3) minutes to present his or her topic. Said time limitations may be altered or waived at the Chairman's direction.
- J. At the discretion of the Chairman conducting the meeting, a group of citizens registered to address the Board on the same issue may be required to designate a spokesperson.