

NOVEMBER 14, 1985

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: INTERGOVERNMENTAL AGREEMENT SIGNED BY PRESIDENT
DEXTER L. BUCKLEY, JR., CONCERNING THE SMALL CITIES
BLOCK GRANT FUNDING. WITH THE PURPOSE OF THIS FUNDING
TO BE USED FOR PUMPING FACILITIES FOR THE LUBECK
PUBLIC SERVICE DISTRICT.

O R D E R

On this date, the County Commission of Wood County received the fully executed Intergovernmental Agreement between the Wood County Commission and the Lubeck Public Service District dated September 26, 1985.

This agreement was signed by Dexter L. Buckley, Jr. as President of the County Commission On October 24, 1985, and appearing in Order Book 47, Page 251. Said Agreement was approved by the Attorney General's Office on October 31, 1985, and bearing the signature of William F. Carroll, Deputy Attorney General.

Said Intergovernmental Agreement is in regard to Small Cities Block Grant funding secured by the County Commission for Lubeck Public Service District from the United States Department of Housing and Urban Development through the Governor's Office of Economic and Community Development. The purpose of the Grant is to provide funding assistance to the Lubeck Public Service District construction of pumping facilities and necessary appurtenances thereof.

Said Agreement is attached hereto and should be made a part of this Order.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

PRESIDENT, DEXTER L. BUCKLEY, JR.

COMMISSIONER, HOLMES R. SHAVER

COMMISSIONER, LEWIS E. GUINN

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made in triplicate originals this 26TH day of SEPTEMBER,

1985 by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST

VIRGINIA, a governmental corporation, herein referred to as the "Commission",
part of the first part, and the LUBECK PUBLIC SERVICE DISTRICT, a public
corporation, herein referred to as the "District", part of the second part;

WHEREAS, the Commission has secured Small Cities Block Grant funding
from the United States Department of Housing and Urban Development through
the Governor's Office of Economic and Community Development for the purpose
of providing funding assistance to the District for the construction of
pumping facilities and the necessary appurtenances thereof, and,

WHEREAS, as a condition of the receipt of the above-described funds
the Commission has executed a contractual agreement by and between the
Commission and the Governor's Office of Economic and Community Development
wherein the rules and regulations governing the disbursement of these funds
are set out and mutually agreed upon, and,

WHEREAS, the District desires the construction of said facilities,
and pursuant to WV Code S8-23-1 et seq., the parties hereto by the
execution hereof demonstrate their intent to perform said contract by
cooperative action.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consider-
ation of the premises and agreements herein contained, the parties agree
as follows:

1. For the purposes of this agreement, the District is hereby considered a "sub-recipient" of the commission and, as such, shall and must comply with the contractual requirements set out in the contract between the Commission and the Governor's Office of Economic Development, a copy of which is attached hereto; District shall fully perform and discharge each and every contractual obligation of Commission as set forth in said Contract or implied therein, except to the extent and only to the extent that such performance is inconsistent with the terms hereof;

2. The Commission, in compliance with program guidelines established by the Governor's Office of Economic and Community Development shall establish the necessary files, checking accounts, and bookkeeping procedures so as to initiate and conduct said project;

3. The Commission, as specified within the said program guidelines, shall designate a representative to act in their behalf in establishing said files, checking accounts, bookkeeping procedures, and other paperwork deemed appropriate to initiate and conduct said project; that representative, in accordance with a contract entered into by the Wood County Commission, and the Mid-Ohio Valley Area Development Corporation, hereby appoints the Mid-Ohio Valley Area Development Corporation as its designated representative; the Mid-Ohio Valley Area Development Corporation shall be the agent of both parties hereto on all matters relating to the administration, engineering and construction of the Lubeck PSD Project, insofar as they related to the Small Cities Block Grant program requirements.

4. The District in cooperation and consultation with the Commission and its representatives, shall, according to established procedures, bid, solicit, or negotiate for those services necessary to accomplish said pumping facilities which may include but are not limited to the following: Appra'

of right-of-ways, surveying, construction and audit of program costs. It is further mutually agreed that, since the District was involved in the process by which requests for proposals for engineering services were solicited pursuant to the relevant US Department of Housing and Urban Development regulations, that the District will select and enter into a contractual agreement for engineering services with the firm selected by the Commission;

5. The Commission agrees that it, or its designated representative, will perform all administrative duties for said project, including funding administration, clerical, and bookkeeping functions in connection with the program requirements governing the use and disbursement of Small Cities Block Grant funds;

6. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year, provided that, in addition to the right of non-renewal, either party hereto shall have the right to terminate this agreement by giving to the other party 30 days written notice of such termination;

7. Legal title to or ownership of all real and personal property arising from this agreement, including but not limited to, easements, acquired by virtue of the execution of or performance under this agreement, is vested in the District. If either party terminates this agreement, in whole or in part, all completed and uncompleted portions of the project will become the property of the District and disposition or completion of uncompleted portions of the project will become the responsibility of the District;

8. District shall and does hereby indemnify the Commission,
and further agrees to save and hold Commission harmless from any and
all claims, demands, liabilities, judgments, damages, and any and all
other forms of legal liability whatsoever, arising from or in the course
of District's performance of its rights and obligations hereunder;

9. The rights and obligations of the parties hereto, including
their respective duties of performance hereunder, may not be assigned
by either party, except upon mutual consent in writing of the parties
hereto.

WITNESS the following signatures:

Approved as to form this 31
DAY OF OCTOBER, 1985
CHARLIE BROWN
ATTORNEY GENERAL
BY William F. Carroll
ASSISTANT ATTORNEY GENERAL
PVY

THE COUNTY COMMISSION OR
WOOD COUNTY, WEST VIRGINIA,
By: [Signature]
Member

LUBECK PUBLIC SERVICE DEPARTMENT,
By: James E. Smith
Its Chairman

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, Pauline M. Eaton a Notary Public of said County,
do hereby certify that Walter D. Buckley, Jr. who signed the writing above
bearing date the 24 day of October for the COUNTY COMMISSION OF
WOOD COUNTY, WEST VIRGINIA, has this day in my said County, before me,
acknowledged the said writing to be the act and deed of said corporation.
Given under my hand this 24 day of October, 1985

Pauline M. Eaton
Notary Public

My Commission expires: February 25, 1992

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, PHILIP R. POSTHWAIT, a Notary Public of said County,
do hereby certify that JAMES E. SMITH, who signed the writing
above bearing date of 26th day SEPTEMBER, 1985 for the LUBECK PUBLIC SERVICE
DISTRICT, has this day in my said County, before me, acknowledged the said
writing to be the act and deed of said corporation.
Given under my hand this

Philip R. Posthwait Jr
Notary Public

My Commission expires: JANUARY 18, 1990

MOUNTWOOD PARK MEETING
CHARLESTON, WV
NOVEMBER 7, 1985

Present at the meeting were:

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|------------------------|--|
| Dexter L. Buckley, Jr. | - County Commissioner |
| Holmes R. Shaver | - County Commissioner |
| Lewis E. Guinn | - County Commissioner |
| Mary R. Rader | - County Administrator |
| Kim Marshall | - President, Wood County Parks and Recreation |
| Lawrence Ronning | - Attorney, Wood County Parks and Recreation |
| Randy Worls | - Manager, Wheeling Park Commission |
| Fred Cutlip | - Community Development Director, Governor's Office of Economic and Industrial Development |
| Bill Sharp | - Outdoor Recreation Planner, National Park Service, Philadelphia, PA |
| Rick Richter | - Former Director, Mountwood Park |
| Chuck Poliaficio | - Reporter, The Parkersburg News |

The meeting was held in Building 6, Charleston, WV at 10:00 a.m. on Thursday, November 7, 1985.

The first two items discussed were the Land & Water Conservation and UPARR grant requirements. Fred Cutlip stated that in the securing of the above-mentioned grants in prior years by the County Commission for Mountwood Park that all requirements had not been met by the County. He further added that an agreement had been signed by the State and the Federal Government and in turn this same agreement was signed between the State and the County Commission with the approval of said grants.

The present UPARR Planning Grant in the amount of \$24,000 with 50% matching funds (\$12,000) was discussed. Bill Sharp told the County Commission that said Grant could be increased up to \$50,000 with a matching \$25,000 if the County could provide the 50% match. All that is necessary is an amendment to the present approved grant of \$24,000. Mr. Shaver stated that \$5,000 had been secured toward the matching \$12,000 at the present time.

A presentation was given by Randy Worls on Oglebay Park in Wheeling accompanied by slides featuring facilities at Oglebay. He presented the growth of Oglebay over the past 60 years and how the growth and development had been secured by monies from the private sector. He said trust funds for the development of the Park had been set up, the involvement of special interest groups and public media programs were instrumental in setting up various developments in the Park. He further added that revenue producing facilities should be constructed first and then have proper leadership to follow through. He said monies for certain areas of the Park had been procured through the private sector and then that area would be dedicated to the special interest group or individual. Also, it is very important that provisions for maintenance be obtained along with the development of an area. Don't expect miracles overnight because the achievements at Oglebay has been over a period of 60 years. It takes an individual working on a full-time basis to make contacts with the public sector to provide for revenue-producing facilities and to procure grants for the development of a park using monies from the private sector to make it self-sustaining. You need continuous planning and development. He further added that he did not believe any county in West Virginia could provide \$100,000 to a park considering the cut backs in revenues received by counties.

It was also mentioned that in Wood County a reversal of the revenue producing first, leadership second had occurred in regard to Mountwood Park. White Oak Village was built, but leadership was lacking.

The County Commission assured both the State and Federal employees present at the meeting that they wanted to work cooperatively with both to resolve the standing problems at Mountwood Park. They were open to and were willing to hear any suggestions or direction that could be given to them by both the State and Federal governments.

Also discussed was the concessionary and/or the leasing of sections of Mountwood Park to outside entities. Lawrence Ronning said that a letter had been addressed to the Attorney General's office in regard to leasing. He stated that it was his belief that the legislative action that created the Parks and Recreation Commission did not permit leasing of the land. Said letter had been sent approximately two months ago and they had not received a reply as yet. Further adding that the assistance of the Prosecuting Attorney's office had been requested in getting a reply from the Attorney General's office, but to date no reply had been received. Mr. Ronning asked Fred Cutlip for his assistance in getting a reply as soon as possible. Fred Cutlip said his office would give said assistance.