

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF THE MEETING HELD JUNE 17, 1985

PRESENT: PRESIDENT, DEXTER L. BUCKLEY, JR.
COMMISSIONER, HOLMES R. SHAVER
COMMISSIONER, LEWIS E. GUINN

This day the County Commission convened in regular session at 9:00 a.m. The first order of business was daily business with County Administrator Mary Rader.

This morning Prosecuting Attorney Harry Deitzler came before the Commission to introduce a student intern in his office for the summer. His name is David Hale, and he is volunteering his time. His duties include general office work, and reviewing police reports for the attorneys for court cases. He is also doing some work for the Prosecuting Attornies' Association.

The Tax Department introduced two summer workers for their office. They are Jason R. Lemon and Renee D. Rippe. Both were sworn in.

At 10:30 Attorney William Pfalzgraf conducted a Public Hearing for an Inducement of a Bond Issue for Badger Lumber. The maximun amount for this issue is \$320,000.00. These Commercial Development Revenue Bonds are for the purpose of constructing a new retail sales facility for Badger Lumber. The present building is 62 years old and in bad shape. The new building will provide 8,000 square feet of space. Commissioner Shaver asked if this project has been through the Development Authority to which Attorney Pfalzgraf answered yes. Commissioner Shaver moved that the County Commission approve this Inducement of Commercial Development Bonds for Badger Lumber. Commissioner Guinn seconded and President Buckley made it unanimous. Attorney Pfalzgraf asked that the record reflect that there was no opposition present at the Public Hearing. Mr. Homer Jones was present on behalf of Badger Lumber.

Today James Mylott of the Mid-Ohio Valley Regional Council came in with a corrected copy of an Intergovernmental Agreement between the County Commission and the Lubeck Public Service District. This agreement was signed on Thursday, June 13, 1985. There was, however, a clerical error in that something was omitted from the agreement. The Commission signed the corrected agreement and an ORDER was put on today in regard to the corrected agreement.

Attorney Scott Durig appeared before the Commission for the continued hearing of Eurette Sweet, alleged incompetent. The hearing was again continued due to the fact that Mr. Durig does not have affidavits from the attending physician. It was continued to June 24, 1985.

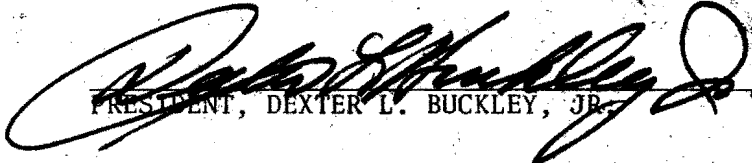
Chief Deputy Hoffman of the Wood County Sheriff's Department and Sgt. Rick Woodyard came to speak to the Commission concerning the condition of the cars in the Sheriff's Department. One of the Escort Stationwagons is in bad shape. This car is used for paper processing, which the Chief pointed out serves as a source of revenue for the County. The Commission told him that they did not anticipate being able to purchase new vehicles until the next Revenue Sharing Entitlement period. (January of next year). Chief Hoffman said that they have looked at some used cars. Vienna Police Department has two that they are going to dispose of, and there is one that they are interested in at the State Surplus Warehouse in Dunbar, WV. The Commission said that they would look at the situation and give them an answer on Monday, June 24, 1985.

Attorney Robert Full brought an Order in concerning the Union Williams PSD petitioning the County Commission to enlarge the service area of said PSD.

Having no further business or appointments, the County Commission
adjourned at 4:00 p.m.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


PRESIDENT, DEXTER L. BUCKLEY, JR.


COMMISSIONER, HOLMES R. SHAVER

COMMISSIONER, LEWIS E. GUINN

JUNE 17, 1985

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: PRESIDENT DEXTER L. BUCKLEY, JR. SIGNS CORRECTED AGREEMENT WITH THE LUBECK PUBLIC SERVICE DISTRICT CONCERNING SMALL CITIES BLOCK GRANT FUNDING FOR THE PURPOSE OF CONSTRUCTION OF PUMPING FACILITIES AND THE NECESSARY APPURTENANCES THEREOF; THIS IS PURSUANT TO AN ORDER DATED AND RECORDED JUNE 13, 1985

O R D E R

This day, Dexter L. Buckley, Jr. as President of the Wood County Commission, signed a CORRECTED Intergovernmental Agreement with the Lubeck Public Service District concerning the use of Small Cities Block Grant funds secured by the Wood County Commission for the purpose of constructing pumping facilities and the necessary appurtenances thereof. 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.

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

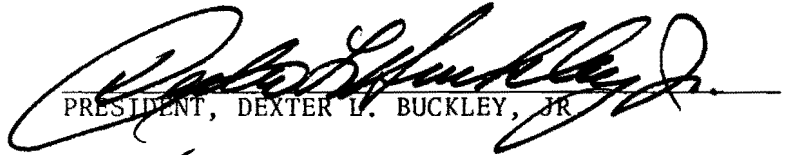
It is understood that the Lubeck Public Service District will provide the County Commission with a Certificate of Insurance indicating the Commission as co-insured.

This agreement is entered into and signed by President Buckley on a motion made by Commissioner Shaver, seconded by Commissioner Guinn and made unanimous by President Buckley.

A copy of the CORRECTED Agreement is attached and should be made a permanent portion 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 the 7th day of June, 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 consideration 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 District hereby appoints its President as its designated representative;

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: Appraisals 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:

THE COUNTY COMMISSION OF
WOOD COUNTY,
WEST VIRGINIA,


By: 
Dexter L. Buckley, Jr.
Its President

LUBECK PUBLIC SERVICE DEPARTMENT,

By: _____
Its Chairman

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

I, Jean Campbell, a Notary Public of said County,
do hereby certify that Dexter L. Buckley, Jr., who signed the writing above
bearing date the 17 th day of June, 1985, for the 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 17 th day of June, 1985.


Notary Public

My Commission expires:

February 25, 1987

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

I, _____, a Notary Public of said County,
do hereby certify that _____, who signed the writing
above bearing date of _____ th day of June, 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 _____ th day of June, 1985.

Notary Public

My Commission expires: _____.