



Wood County Commission

8/8/2011
1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 AM	APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES AND ANY OTHER ADMINISTRATIVE DUTIES	MARTY SEUFER, COUNTY ADMINISTRATOR
10:30 AM	DISCUSS HOMELAND SECURITY GRANT	ED HUPP
10:45 AM	DISCUSS EMERGENCY MOVE OF PRECINCT	ELIZABETH BEARY
11:00 AM	ESTATE OF JOHNNIE A. HESKETT - PETITION FOR REMOVAL OF ADMINISTRATRIX	
11:30 AM	DISCUSS WV INTERSTATE FAIR & EXPOSITION	MIKE ZOLLER

Special notes:	<ol style="list-style-type: none">1. Vacancies on Boards and Commissions2. Building Enforcement Properties3. Contribution Requests4. County Facilities5. Phillips Court Alley – WTAP6. Discuss Change Orders for Justice Center7. 911 Administration Fee
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July 14, 18,
21, 25 & 28

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA
#1 COURT SQUARE, SUITE 203
PARKERSBURG WV 26101

IN RE: MINUTES OF MEETING HELD
MONDAY, AUGUST 8, 2011

PRESENT: DAVID BLAIR COUCH, PRESIDENT (BY PHONE)
WAYNE DUNN, COMMISSIONER
STEPHEN GAINER, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

Upon a motion duly made, seconded and passed, the County Commission approved minutes of July 14, 18, 21, 25 and 28, 2011.

AGENDA AND DISCUSSION ITEMS

At 10:26 A.M., the County Commission met with representatives from the West Virginia Department of Motor Vehicles to update them on their move. Pete Lake from the DMV stated they will be leaving their temporary location at WVU-P this week and opening a new temporary location within the next couple of weeks. Mr. Lake further stated they intend to vacate the County offices within a couple of weeks also. Assessor Rich Shaffer and Sheriff's Chief Tax Deputy were in attendance.

At 10:34 A.M., the County Commission met with Ed Hupp, Emergency Services Director, who asked for approval to apply for a grant to purchase a satellite phone. The grant would allow them to have a working phone in the event they are in an area that does not have cell service. The County Commission approved the application. (Order M/1591).

At 10:39 A.M., the County Commission met with Adam Krason from ZMM, Inc., to discuss several change orders for the Wood County Justice Center. They approved change orders for a handrail to be installed on the west exit of the building and sinks to be installed and also approved several credits. Mr. Krason stated they are currently looking at the furniture that will be installed.

At 11:04 A.M., the County Commission met with Elizabeth Beary from the County Clerk's Office to request a change in Precinct Number 81. (Order M/1592)

The County Commission appointed Emergency Absentee Voting Commissioners for the October 2, 2011 election. (Order M/1593)

At 11:10 A.M., the County Commission held a hearing in regard to the Johnnie A. Heskett estate. Reta Barrett, an heir, was asking for the removal. After testimony from a previous hearing and today's hearing, the County Commission Ordered that Barbara Hupp remain the Executrix of the estate and she liquidate all probate assets to pay the claims. Information in regard to this hearing is on file in the Probate Office. (Probate Order)

At 11:44 A.M., Mike Zoller and Russ Collins from the West Virginia Interstate Fair and Exposition met with the County Commission to discuss this year's fair. They stated they are in need of \$30,000.00 from this year's event since their numbers were down due to the hot weather. They tabled this discussion. The hand out Mr. Zoller presented is attached to these minutes. (Order M/1590)

The County Commission executed an Agreement with Clarence Hodge to serve as a Victims Advocate in the Prosecutor's Office. (M/1589)


ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/1589, M/1590, M/1591, M/1592, M/1593

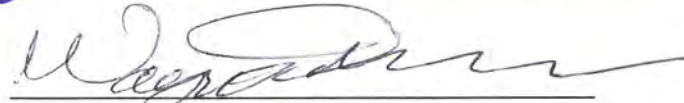
Having no further scheduled appointments or business to attend to, the County Commission adjourned.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

To listen to this meeting, please refer to DVD labeled August 8, 2011.

Wood County Commission Meeting
Held August 8, 2011

Please Print

1.	George W. Gapel
2.	Ed Nuff
3.	ADAM R. KRASON
4.	D.P. LAKE
5.	J. Huggins
6.	Barbara Shipp
7.	Gary Shipp
8.	Peta Barrett
9.	MIKE ZUCCHINI
10.	FUSS COLLINS
11.	
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PO Box 361, Mineral Wells, WV 26150
304/489-1301 Fax: 304/489-3163

August 8, 2011

Mr. Commissioner,

The 2011 West Virginia Interstate Fair ran from July 19-23, 2011. The Board of Directors worked diligently to achieve a week that saw top name country music, exciting track events, and a full array of food and commercial exhibitors. Wood County's youth displayed a variety of projects, and livestock filled the barns. It is always the goal of the West Virginia Interstate Fair to provide a "week full of fun for the whole family". However, that week, also, saw extreme heat and heat advisories.

Attendance for the 2011 West Virginia Interstate Fair and Exposition was down 14 percent from 2010. This decrease in attendance has led to a decrease in income. The Board of Directors is now struggling to pay outstanding invoices from the fair. For this reason, we have come to the Wood County Commission asking for one-time funding relief. We have paid several of our large bills including the carnival, entertainers, and our loan payment, however, we are searching for monies for additional outstanding bills. We have totaled unpaid invoices and are asking for \$30,000. These monies would allow us to pay our remaining 2011 debts, and start looking toward 2012.

We are very proud of all the opportunities that we make available for the 4-H, FFA, Boy Scouts, Girl Scouts, the CEOS, farmers, and others. We provide a facility to display youth projects, domestic arts, culinary arts, photography and other cultural activities important to Wood County. We offer special days for senior citizens, kids, and our military personnel.

We have attached income and expense numbers for your review, along with important facts about the West Virginia Interstate Fair and Exposition.

Thank you for your time, and we hope that you will consider our request.

Sincerely,

Michael J. Zoller, President
West Virginia Interstate Fair and Exposition



PO Box 361, Mineral Wells, WV 26150
304/489-1301 Fax: 304/489-3163

History

Historically, the Wood County 4-H Harvest Festival was started in 1952. In 1973, it became the 4-H and Wood County Fair. The Board of Directors voted to change the name to the West Virginia Interstate Fair and Exposition in 1990. In 1995, the fair outgrew the space available, and purchased approximately 200 acres on its current site.

The West Virginia Interstate Fair and Exposition is one of the largest fairs in West Virginia. It is a non-profit 501(c)3 organization, operated under the concept that agricultural fairs with exhibitors, entertainment, and youth involvement is a top priority and a winning combination. Our purpose is to promote and encourage youth development, agriculture, commerce, industry, science, art, and other interests of West Virginia.

Hosting a number of events during the five day run, the West Virginia Interstate Fair and Exposition caters to kids of all ages. The 2011 schedule included 4-H exhibits, school exhibits, a carnival, various track events, pretty baby contests, pageants, livestock shows, culinary arts, photography contests, quality country music entertainment, and much more.

The fair has a "pay one price" system which allows access to the entertainment, track events, carnival rides, and viewing all exhibits for just \$9.00. Children under three are admitted free, but must purchase a ticket for the carnival. Those who wish to visit the fair for several days may purchase a weekly pass, or a three day pass.

The fairground has become a year round complex hosting camping events, auctions, company sponsored outings, rodeos, animal shows, bluegrass festivals, lawn and garden shows, and various safety training events. With each new event, the economic advantages to the community increases. These events attract visitors to the area, who purchase food, hotel/motel accommodations, retail products, auto services, medicine, health care, and innumerable other products and services. Merchants who set up at the fair, and other events on the grounds, enjoy special sales opportunities; and the fair, itself, is a big customer for a wide variety of products and services within the community.

West Virginia Interstate Fair and Exposition

Gate Receipts

Year	Gate Receipts	Attendance	# of Days
1986	\$157,817.00	39,545.00	6
1987	\$158,166.00	39,541.00	7
1988	\$154,177.00	38,544.00	7
1989	\$233,435.00	46,687.00	7
1990	\$235,256.00	47,051.00	9
1991	\$234,253.00	39,042.00	9
1992	\$247,899.00	41,316.00	9
1993	\$222,173.00	37,028.00	7
1994	\$203,178.00	33,863.00	7
1995	\$217,040.00	36,173.00	7
1996	\$200,234.00	45,019.00	7
1997	\$179,274.00	44,410.00	6
1998	\$178,509.00	41,076.00	6
1999	\$190,906.00	42,226.00	6
2000	\$217,870.00	46,828.00	6
2001	\$203,989.00	43,355.00	6
2002	\$216,676.00	36,146.00	6
2003	\$244,317.00	42,726.00	6
2004	\$253,619.00	44,503.00	6
2005	\$208,402.00	38,503.00	6
2006	\$179,407.00	34,587.00	6
2007	\$194,312.00	24,289.00	5
2008	\$182,549.00	23,871.00	5
2009	\$219,826.00	30,543.00	5
2010	\$180,786.00	29,245.00	5
2011	\$149,077.00	25,721.00	5
Average:	\$210,526.00	39,674.00	

DAILY GATE ATTENDANCE 2011

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
Advance		50	60	64	50	59	283
Commercial Ex.		55	55	55	55	55	275
Daily Passes		2	4	8	5	0	19
Weekly Passes		264	305	329	314	273	1485
3 Day Passes		105	112	265	217	187	886
Sr. Free		298					298
Active Military Buyers				29			29
Membership **		60	60	60	60	60	300
Jr Exhibitors		335	335	335	335	335	1675
Daily Tickets Workers *		1767	2177	3456	3779	5244	16423
SUBTOTAL		3025	3197	4690	4904	6550	22366
Babies (11%)		333	352	516	539	721	2460
Sneaks(4%)		121	128	188	196	262	895
TOTAL	0	3479	3677	5394	5640	7533	25721

Grand Total: 25721

Last Year 2010		2503	3937	5406	7582	9817	29245
+/-%		39%	-7%	0%	-26%	-23%	

Grand Total 29245
+ / - % -14%

* Includes Rapid Response, Gate Workers, parking attendants, and kitchen workers.

**Includes active lifetime members.

Parking Donations	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
2011	\$ 561.05	\$ 544.50	\$ 636.65	\$ 1,193.25	\$ 1,164.87	\$ 4,100.32
2010	\$ 267.64	\$ 776.00	\$ 865.00	\$ 1,364.00	\$ 1,432.16	\$ 4,704.80

Bingo	\$249.50	\$82.75	\$92.75	\$140.75	\$175.25	\$741.00
Last Year 2010	\$101.50	\$207.50	\$173.00	\$186.00	\$500.00	\$1,168.00

Difference (\$427.00)

West Virginia Interstate Fair and Exposition

Major Expenses

Carnival			\$49,196.00
Stage Entertainment			\$54,000.00
Track Entertainment			
	Truck /Tractor Sled	\$7,200.00	
	Track Payouts	\$13,580.00	
	Track Fire Protection	\$1,000.00	
	ATV Events	\$800.00	
	Misc. Track Expenses	\$1,721.90	
			\$24,301.90
4-H/FFA Exhibits			
	Judges	\$1,414.70	
	Premiums-Still Exhibits	\$270.00	
	Premiums- Livestock	\$1,727.00	
			\$3,411.70
Open Livestock			
	Judges	\$1,188.50	
	Premiums	\$1,369.00	
			\$2,557.50
Workers			
	Gates	\$6,305.24	
	Set-up Crew	\$3,719.25	
	Parking Lot	\$2,000.00	
			\$12,024.49
First Aid Station			\$750.00
Sewage			\$4,702.50
PortaJohns			\$6,545.00
Trash Removal			\$1,700.00
Ribbons/Trophies			\$1,944.00
CEOS Premiums			\$451.00
Advertising			
	Television	\$7,000.00	
	Radio	(Trade)	
	Print	\$5,800.00	
			\$12,800.00
Sound For Fair			\$14,800.00
Gravel for Roads			\$2,525.00
Concrete Work			\$1,700.00
Loan Payment			\$60,000.00
			\$253,409.09

Note: Free Admission to 4-H/FFA	\$12,375.00
Note: Free Admission to 4-H Livestock Buyers	\$2,232.00
Note Free Admission Seniors (Senior Citizens Day)	\$2,682.00



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Updated: 4:39 PM Jul 26, 2011

UPDATE: West Virginia Interstate Fair and Expo Wraps

WTAP News

The West Virginia Interstate Fair and Expo is a wrap but heat made the annual festivities uncomfortable.

Posted: 4:39 PM Jul 26, 2011

Reporter: Shannon Houser, Erin Pulsanti

Email Address: shannon.houser@wtap.com, erin.pulsanti@wtap.com



Web Exclusive - Chuck Wicks Performs "All I Ever Wanted"

Interview at Five - Country Musician Chuck Wicks

Interview at Five - WV Interstate Fair

UPDATE: West Virginia Interstate Fair and Expo Wraps

5 people recommend this. Be the first of your friends.

f

UPDATE 6:24PM 07/23/2011

The West Virginia Interstate Fair and Expo is a wrap but heat made the annual festivities uncomfortable.

The past few days have really made the mercury jump here in the Mid-Ohio Valley which has had an impact on fair attendance, vendor sales, and the livestock.

The average temperature over the Fair weekend has been 92 degrees, that's warm by any one's standards. Organizers say when temperatures reach the 90's, the crowds begin to dwindle.

Board of Directors member Angie Zoller says the heat had an impact on this years attendance but she still would like to thank everyone who made it out in spite of the sweltering conditions.

i

"I've noticed a lot of people dressed for the weather. A lot of people are carrying water bottles, they have little fans around their necks, or hats, or whatever they need to help keep them cool," Zoller explains. "We can't thank the people enough who have come out and supported us because the heat has been terrible. We have noticed a slight drop in attendance because of the heat."

It wasn't just fair go-ers who were feeling the heat, vendors and 4-H farmers say they reduced crowds have impacted local sales in both fields.

It's that time of year for rides, food, and some great family entertainment at the West Virginia Interstate Fair and Expo which began Tuesday.

Angie Zoller, WV Interstate Fair and Expo Board Member says, "it is something for everybody to come and enjoy. You can spend the day here and ride the rides and see the livestock and the animals and catch some large country music entertainment."

And many fair goers are eager to enjoy the entertainment.

"My favorite part about the fair is when the singers come and perform and sign autographs," according to Charley Taylor.

This year there are some new and exciting fair activities, plus some old favorites that are bigger and better than ever, and to top it off....the entry fee won't cause you to break your bank.

"Our carnival is a little larger than it was last year. We've changed our schedule around a little bit and our gate admission is nine dollars for anyone who wants to come and that's actually less than you can go to a movie or something like that for," Zoller explains.

"There's all kind of concessions and vendors and things out there for people of all ages. The carnival is open to people of all ages and we've got our livestock exhibits that are fun for everybody to walk through."

4-H will also be joining the list of new attractions this year with rabbit, dog, pig, and horse shows.

4-H Club member Samantha Starcher has been working the fair since she was nine years old."I love working with the little kids, and the kids that are coming up and teaching them how to appreciate their animals and respect them and how to show them off. It's a lot of fun."

You can be sure to round up your entire family for a great week of fair entertainment.

To catch a full list of performers and attractions, click on the Hot Button.

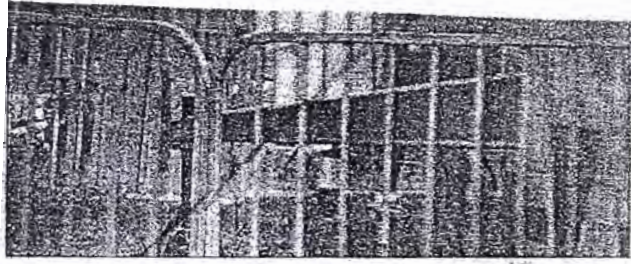


Photo by Jolene Craig

Fairgoers cool down on a ride that allows them to fly Saturday afternoon as temperatures felt above 100 degrees.

Interstate fair comes to a close

By **JOLENE CRAIG**
jcraig@newsandsentinel.com

MINERAL WELLS — Crowds stayed away from the West Virginia Interstate Fair and Exposition on Saturday afternoon as temperatures reached above 100 degrees.

"The heat is really hurting us," said Russ Collins, vice president of the fair board. "Our motto has always been that we will take any heat as long as it doesn't rain, but the heat is just too much for people this year."

Collins said Friday night attendance was not as good as it usually is for that day of the fair because people did not want to brave the outdoors.

"When the temperatures dropped after the sun went down some more people came in, but it wasn't like normal for a Friday night, it was more like our usual Tuesday or Thursday," he said. "We have a lot to offer, but people aren't coming."

Amanda Frederick and Steve Basnett braved the heat to take their daughter, Emily Basnett, 3, to the fair on Saturday.

"She's looked forward to

FINAL DAY

■ Hot temperatures kept crowds away for the final afternoon of the West Virginia Interstate Fair and Exposition as people apparently chose to stay at home rather than brave the heat outdoors.

■ An organizer said attendance was down Friday and Saturday as temperatures rose above 100 degrees.

■ Fair organizers hoped for crowds after the sun went down Saturday as the main stage welcomed three acts.

this for a while and remembers being here last year," Frederick said. "We couldn't disappoint her by not coming."

Theresa Shaffer, with Hayes Concessions, said this year was slow for even cold drink sales.

"It's very slow compared to last year," she said. "There are so few people here that it's hard to people watch."

■ SEE FAIR, PAGE 8A

CONTINUED FROM PAGE 1A

While high temperatures were expected to continue into Saturday evening, Collins said he hoped the draw of good entertainment with the Matt Enoch Band, Jaron and the Long Road to Love and Craig Campbell would bring people to the fairgrounds.

"We always try to book up-and-coming music and in the past we've had people like Garth Brooks and Brad Paisley play our stage," Collins said. "This is the chance people have to meet music stars before they make it big and don't get out in the crowds."

This year's fair is also the

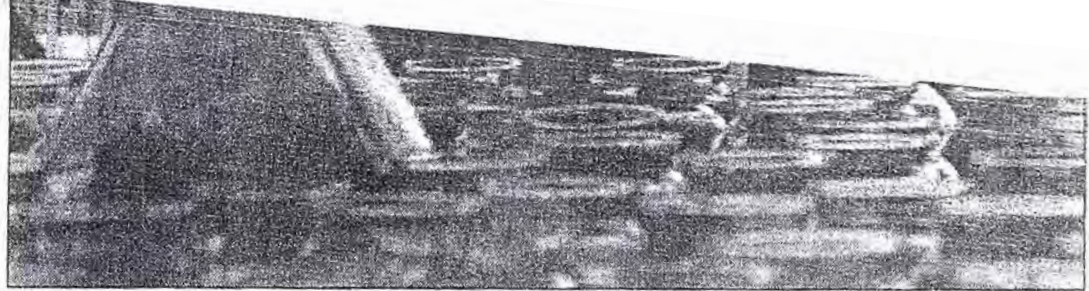
first time in a long time that the fair board members have received a large number of positive comments from fairgoers.

"We had a call from one woman who praised the fair," Collins said. "She talked about how she liked the new rides and everything and said it was her best day ever at the fair."

Collins said he did not have a number on how far down the number of attendees was for this year, but he did know that no matter what the events at the fair, there was only one topic of conversation.

"The only thing people seem to want to talk about is the heat," he said.

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Photos by Natalee Seely

Mistaguia Dalrymple, 5, tries to win a goldfish by tossing a pingpong ball into a bowl.

Summer Sizzle

Heat may affect fair attendance

By NATALEE SEELY
nseely@newsandsentinel.com

MINERAL WELLS — With temperatures soaring into the 90s Tuesday, visitors to the opening day of the 39th annual West Virginia Interstate Fair and Exposition did their best to beat the heat.

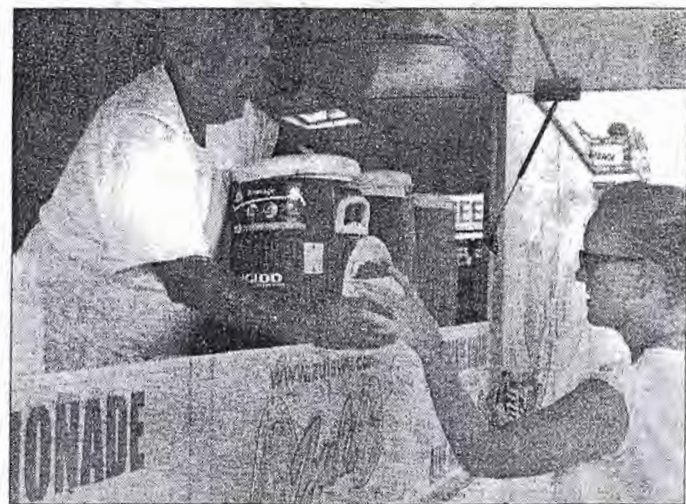
Russ Collins, vice president of the fair board, said extreme heat has affected fair attendance in the past.

"We're expecting it to be blistering hot this week. The one thing that can hurt a fair like this is the weather; it can make or break us," said Collins. "I think the heat could affect attendance during the daytime hours, but generally people will come out in the evening once the sun has gone down and it's a little cooler. We're hoping for a great turnout."

A heat wave moving through the Mid-Ohio Valley this week prompted the National Weather Service in Charleston to issue a heat advisory Tuesday until 8 p.m. and again today from noon to 8 p.m. Temperatures are expected to reach the mid-90s, with a heat index of 100 to 103 degrees.

A combination of heat and high humidity has the potential to cause heat-related illnesses, such as dehydration and heat stroke. Weather officials advise people to drink plenty of fluids and reschedule strenuous activities for early morning or evening hours.

Collins said the last time he can remember it being so hot was in 2006, when temperatures neared 100 degrees during the first three days of the fair. Ticket sales dropped more than



Christie Hart of Beckley cools down Tuesday with a cold beverage from Zul's frozen lemonade stand.

TODAY'S SCHEDULE

- **10 a.m.:** Youth and Open Poultry Show and Showmanship (Livestock Area)
- **Noon:** Ticket Gates Open; Pretty Baby Registration and Contest (13 to 36 months) (Open Shelter)
- **1 p.m.:** Carnival opens
- **2 p.m.:** Granpa Cratchet Show; Kids' Day activities begin (ages 12 and under)
- **5 p.m.:** Granpa Cratchet Show; Carnival break
- **5:30 p.m.:** ATV Mud Bog registration
- **6 p.m.:** Bingo; Junior Swine Showmanship (Livestock Area); Junior Swine Show (Livestock Area)
- **6:15 p.m.:** Carnival re-opens
- **6:30 p.m.:** Texaco Country Music Showdown/Karaoke (Main Stage)
- **7:30 p.m.:** ATV Mud Bog (Track Area)
- **8 p.m.:** Granpa Cratchet Show
- **11 p.m.:** Fairgrounds close



Danielle Handschumacher, 3, gets ready to ride the carousel Tuesday at the West Virginia Interstate Fair and Exposition.

WEIRTON

Fire chief in hot water over threats

The fire chief in a city in the state's northern panhandle is in hot water over threats he allegedly made to kill himself and others.

The Weirton firefighters' union wants city officials to can Fire Chief Dave Lashorn. Firefighters have taken a vote of no-confidence in their boss.

The union said Tuesday that in one recorded conversation Lashorn threatened to "splatter his brains somewhere and take about 20 people with him when (he) is ready to go." The department has 21 firefighters.

Lashorn's attorney declined to comment beyond saying he believes his client is fit to remain fire chief. The police chief declined to say if he is investigating. City officials had no immediate comment.

RITCHIE COUNTY

Bridge closing for state inspection

West Virginia Divi-

seely@news

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Fire Reports



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can remember it being so hot was in 2006, when temperatures neared 100 degrees during the first three days of the fair. Ticket sales dropped more than \$25,000 that year.

"We are prepared for the heat," he said. "We want to make sure families come out and have fun but also stay safe. I would recommend people stay hydrated and find a shady spot to rest if they get too hot."

EMS personnel with the Eastwood Volunteer Fire Department will be on the fairgrounds every day in case of illnesses or emergencies. The air-conditioned commercial exhibit building is available for anyone wishing to escape the heat.

"It's very cool in there, and there are a lot of chairs for people to rest. That building has been pretty popular today," said Collins.

With 65 vendors this year, fair-goers should have no problem finding a cold beverage on a hot day.

Larry Allen, operator of Zul's

- 6:30 p.m.: Texaco Country Music Showdown/Karaoke (Main Stage)
- 7:30 p.m.: ATV Mud Bog (Track Area)
- 8 p.m.: Granpa Cratchet Show
- 11 p.m.: Fairgrounds close

frozen lemonade, has worked at the fair for the last 15 years.

"When it gets hot, it seems people flock to the lemonade stands. We see a lot of business, especially on days like this," said Allen. "The best thing about our frozen lemonade is, it lasts a long time. You have to drink it slowly, so it really cools you down."

Mary Flinn of Lubeck was resting under a shaded pavilion Tuesday. She has been coming to the fair for years, and never misses Senior Citizens' Day.

"When it gets too hot, I escape into the air conditioning for a bit, and then I come back out and walk around," she said. "We really enjoy eating the food, listening to the music and just watching the traffic go by. It's a great place to see old friends."

Pam Leak of Parkersburg attended the fair Tuesday with

her daughter and grandchildren.

"I think no matter how hot it is outside, people will come to the fair and just put up with it," said Leak. "Today is hot, but it's been tolerable. I think if I found out it was going to be 100 degrees, I might stay home, at least during the daytime."

To avoid overheating, Leak said she always brings a large cup of ice and a wash cloth to the fair.

"Ice and ice water; it keeps you cool," she said.

Katlyn Deems of Parkersburg said her solution to staying cool is riding the carnival rides.

"It's a good way to get some air," she said. "Ride something that whips you around a little."

The National Weather Service reports temperatures will stay in the low to mid-90s until the fair comes to a close Saturday.



The 39th annual West Virginia Interstate Fair and Exposition kicked off Tuesday with rides, vendors, games and entertainment.

June, that already then In one area The notice reclamation to its original general publications that in campers treat

"West Virginia mental Protection area within the

"We tried down there pl there myself I ation to them churches are find somewhere ative effort."

Trent Holbert specialist at V and co-organizer said sufficient

"The note to Holbert. "They been living down It's been hard to where else to go

Holbert said heartening.

"There aren't trash barrels do with officials a for some receipts throw away their

"Under the bridge congregating are said. "I fear that I will just recreate another place."

Holbert said he and the community find another safe tered homeless.

"The goal is to into society," Holbert what's happened in toes."

The biannual tal Continuum of Care gram that addresses and strives to provide individuals in need The program is Department of Housing



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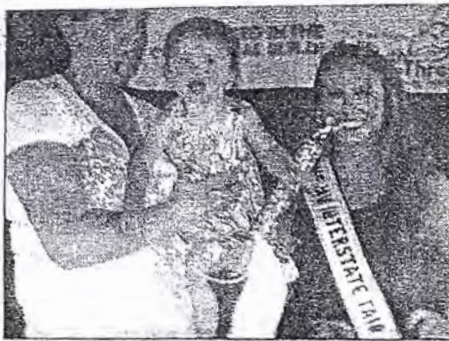
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First-place overall winners of the Pretty Baby Contest for babies 13 to 36 months old were Delaney Snodgrass, left, and James Joy, right. West Virginia Interstate Fair and Exposition Queen Marcie Uhl poses with each winner.

Fun at the fair

Crowd comes out for 'Kids Day' activities

By NATALEE SEELY
 nseely@newsandsentinel.com

MINERAL WELLS — The sweltering heat did not stop the crowds from attending "Kids Day" at the West Virginia Interstate Fair and Exposition.

Kids events Wednesday included the Pretty Baby Contest, relay races, a water balloon toss and Hula Hoop games, but most people came for the Texaco Country Music Showdown, a regional singing contest, and ATV mud bog, a fan favorite.

Russ Collins, vice president of the fair board, said opening night Tuesday saw an increase in attendance, despite temperatures in the 90s.

"Everything has been running smoothly, and we're getting the track events started tonight," said Collins. "When you have the chance to play in the water and the mud, especially when it's this hot, people will do it in a heartbeat."

Track event coordinator Jenny Lewis said the most popular track event is truck mud bog, but ATV mud bog is growing in popularity every year.

"It's crazy and it's something different," said Lewis. "The youth races are the best. The kids have a ball out there."

ATV mud bog is a timed event in which riders race to the finish line while driving through dirt and mud. The trick is not to get stuck, said

DETAILS

■ The winner of the Texaco Country Music Showdown Wednesday was 19-year-old Taylor Sams of Parkersburg.

■ ATV mud bog drew a large crowd Wednesday night, with about 40 participants.

■ Delaney Snodgrass and James Joy won first-place overall in Wednesday afternoon's Pretty Baby Contest.

riding, but never really on courses like this," said Hendershot. "I'm a little nervous, but I think it will be a good time."

Each year, the ATV track event brings in around 50 participants.

On the other end of the fairgrounds, the Texaco Country Music Showdown drew a large crowd. Wednesday's competition featured 13 performers who were evaluated on stage presence, vocal ability, marketability and instrumental ability.

Chuck Lipps, event organizer, said the singers were chosen out of 30 applicants.

"The competition this year was very tough. We usually just pick 12 contestants to perform at the fair, but this year there were so many talented applicants, we chose 13," said Lipps. "The competition has been wonderful for the fair. It always draws a

place winners of the Pretty Baby Contest. The winner was for babies 13 to 36 months old.

Delaney Snodgrass won first place overall in the competition, and James Joy took home first place overall in the boys competition. This year there were 13 contestants who were evaluated on appearance, personality and stage presence.

Today:

■ 9 a.m.: Junior Dairy Goat Showmanship (Livestock Area); Junior Dairy Goat Show; Junior Dairy Cow Showmanship; Junior Dairy Cow Show

■ 10 a.m.: Junior Rabbit Showmanship (Livestock Area); Open Beef registration (Livestock Area)

■ Noon: Ticket gates open; Pretty Baby Registration (0 to 12 months); Junior Rabbit Show (Livestock Area)

■ 1 p.m.: Pretty Baby Contest (0 to 12 months); West Virginia Polled Hereford Association State Show; Carnival opens

■ 2 p.m.: Diaper Derby Registration (Open Shelter)

■ 2:30 p.m.: Diaper Derby (Ages 0 to 12 months); Granpa Crates Show

■ 3:30 p.m.: Spring Contest (Fair Office Director pulls (Track Area)

■ 5 p.m.: Granpa Crates Show; Carnival ends

■ 5:30 p.m.: Per Parade

■ 6 p.m.: Beef Showmanship (Livestock Area); Junior Beef

Don Poling and Wood County are sponsoring a public meeting to discuss redistricting from 7-8:30 p.m. at Parkersburg City Council Chambers. The two lawmakers are members of the House committee studying redistricting.

The House committee is expected to report its recommendations to the Legislature by the end of the session.

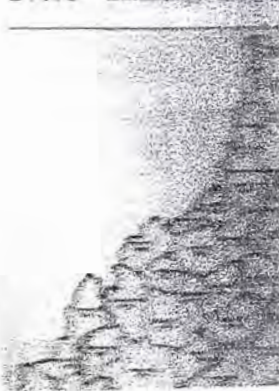
The state Legislature has been studying redistricting required after every census. Southern West Virginia counties lost population, including Kanawha County, and faces the loss of legislators while the Eastern Panhandle, particularly Boone County, has seen a population growth over the 20 years.

Wood County resident Harold Brown will be presenting a plan in which he wants the congressional district to be redrawn to include Kanawha and Boone counties, a desirable goal for both counties and their residents.

Brown is the 12th candidate for the 12th Congressional District. He is currently a resident of the 12th District and is currently a resident of the 12th District.

Wood County is currently a resident of the 12th District and is currently a resident of the 12th District.

Wood County is currently a resident of the 12th District and is currently a resident of the 12th District.





Photos by Natalee Seely

Christy Westfall, from left, Hannah Sheppard and Ashton Davis enjoy a ride on the scrambler Friday at the West Virginia Interstate Fair and Exposition.

Rockin' at the fair

Crowd split between music, mud bogs

By NATALEE SEELY
 nseely@newsandsentinel.com

MINERAL WELLS — The crowds were split between the main stage and a mud bog pit Friday evening at the West Virginia Interstate Fair and Exposition.

South of the River Band opened for featured artist Jimmy Wayne, and at the opposite end of the fairgrounds, truckers made their way through a slippery, bumpy track for the mud bog event.

"I'd say the crowd splits pretty evenly on Friday and Saturday nights. We've got a lot of very popular events going on," said Russ Collins, the president of the fair board. "From my experience,



A truck drives through the muddy speed pit during the mud bog track events Friday night.

Com distr extra

\$150,000
 nonprofits

By PAMELA BR
 pbrust@newsandsentinel.com

PARKERSBURG — After setting aside \$150,000 to pay bills, the justice center board has approved the payments and allocations for savings. The County Commission has distributed more than \$150,000 to area nonprofits, parks, sports and recreation groups for projects and improvements.

The county's endowment was around \$1 million. The county fiscal year runs from July 1 to June 30.

Of that total, \$9 million will be carried over. \$300,000 will go to the justice center board; \$30,000, a portion of the health care fund, will be realized by the county and given back to employees in a 1% pay increase; \$6,500 to sheriff's department deputies who receive the longevity raise allocated in the budget for the other employees; \$40,000 go to replace equipment in the sheriff's department and \$200,000 will be set aside for savings.

Commissioners have approved \$9,000 for a 15-passenger van that is being transferred to the Community Relations Day Report for use by the department.

"We aren't going to use the savings from the funding to fund three buildings, one in the justice

ce has been above average so far this week. "Tuesday and Thursday are really good days for" said Collins. "We're hoping for a big crowd over the weekend." Mud bog drew more than 100 spectators.

Jenny Lewis, track event coordinator, said there were about 100 participants in the event. There are three tracks - the Speed Pit, the Muddy and the Big Diddy. The event is separately by truck class.

"People will build up their trucks just for mud bog events. They'll put big tires on them, rebuild the engines, and increase the horsepower on the vehicle," said Lewis.

Workers on the scene get stuck in the mud, which happens often on the Big Diddy.

"They'll try to pull them out with a cable line first, and if that doesn't work, they'll use a bulldozer," she said. "With most of these trucks, you can't even see what color they are once they make it through the fin-

events and country singer Jimmy Wayne were the highlights of the fair Friday.

■ Fair attendance is above average so far.

■ The fair ends today at 11 p.m.

ish line. They are covered in mud."

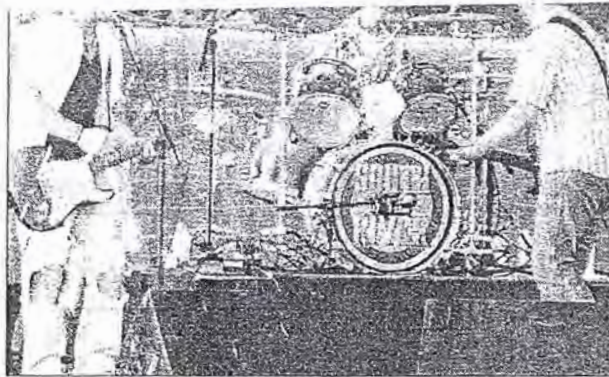
Matthew Starcher of Parkersburg attended mud bog with a friend.

"It's a fun place to be on a Friday night. It's the kind of excitement you only get to see once a year," said Starcher.

Charleston resident Cody Banks said mud bog is a one-of-a-kind event.

"Secretly, everyone wants to splash around in the mud," he said. "Mud bog is one of the few times you can get filthy and not get in trouble."

Today is the last day of the fair. The carnival opens at 1 p.m. Entertainment includes the Matt Enoch Band at 5:30 p.m., followed by Jaron and the Long Road to Love at 7 p.m. and Craig Campbell at 9 p.m. at the main stage.



South of the River Band performs at the main stage Friday.

Today

■ 8 a.m.: Miniature Horse Show Registration (Livestock Area)

■ 10 a.m.: Ticket Gates Open; Garden Tractor Pulls Registration (ATV, Track Area); Miniature Horse Show; Horseshoe Pitching Registration

■ 10:30 a.m.: Horseshoe Pitching

■ 11 a.m.: Arm Wrestling Weigh-In until 1 p.m. (Culinary Arts Building)

■ Noon: Bingo

■ 1 p.m.: Granpa Cratchet Show; Carnival opens

■ 1:30 p.m.: Arm Wrestling; Stone Throw registration (Fair Office)

■ 2 p.m.: Junior Livestock Sale; Bingo; Stone Throw (Fair Office); Mud Bog Registration

■ 5 p.m.: Granpa Cratchet Show; Carnival break

■ 5:30 p.m.: Matt Enoch Band (Main Stage)

■ 6 p.m.: Mud Bog (Track Area)

■ 6:15 p.m.: Carnival re-opens

■ 7 p.m.: Jaron and the Long Road to Love (Main Stage)

■ 8 p.m.: Granpa Cratchet Show

■ 9 p.m.: Craig Campbell (Main Stage)

■ 11 p.m.: Fairgrounds close

buildings are gone so we aren't going that money available year. Last year we had about \$300 fund county requests and requests outside agencies. It was closer to \$1 so we toned it down a bit," commission Blair Couch said. "Justice center will be sheriff's law enforcement offices, magistrate and holding center."

"We sharpened pencils on a lot of the year requests. We didn't give the sheriff of what he asked did not fund the plate reader. We had to have to expense funds to outfit the department's office new building, furniture fixtures. We may do that as early as next year," Couch said.

"They can also get grants," Commissioner Steve Gainer said. Sheriff's department requests.

Entities receiving from the ending included \$30,000

La. sheriff offers to house overflow W.V

Willing to house 1,000 inmates

CHARLESTON (AP) — Louisiana sheriff is offering a solution to West Virginia's prison overcrowding

West Virginia's constitution blocks state officials considering it. East Carroll Parish Sheriff Mark Shumate sent a letter to West Virginia legislators and officials this week offering to house up to 1,000 minimum- and medium-security inmates

PRISON OVERCROWDING

■ East Carroll Parish Sheriff Mark Shumate sent a letter to West Virginia legislators and officials this week offering to house up to 1,000 minimum- and medium-security inmates at the Riverbend Detention Center in Lake Providence, La., according to the *Charleston Daily Mail*.

■ But inmates can't be sent to out-of-state facilities because the West Virginia Constitution prohibits the state from transporting any person to another state.



at the Riverbend Detention Center in Lake Providence, La., the *Charleston Daily Mail* reported in Friday's editions.

"Due to overbuilding by numerous parishes through-

out Louisiana in recent years, particularly after Hurricanes Katrina and Rita destroyed many jails in south Louisiana within 30 days in 2005, we have found ourselves with a glut of empty jail beds," Shumate wrote.

"From what we understand, this is exactly the opposite of the problem that you are facing in West Virginia."

In May, West Virginia

lawmakers learned a all-time high of 1,700 sentenced to prison in jails instead because of of space at Division of corrections facilities. The number is projected to reach 3,200 in five years

But inmates can't be sent to out-of-state facilities because the West Virginia Constitution prohibits the state from transporting any person to another state without forcing them to leave the state. "We're not committing any offense by offering to house inmates," Shumate's offer contained

Heat wave raises health issues

Cooler temperatures may arrive Saturday

By **BRETT DUNLAP** and **JOLENE CRAIG**

dunlap@newsandsentinel.com
jraig@newsandsentinel.com

PARKERSBURG — The area remains under an excessive heat warning throughout the day today as temperatures reach into the upper 90s.

The area was under a heat advisory throughout the day Wednesday.

Tim Axford of the National Weather Service said it felt warmer than it was in the Mid-Ohio Valley with the high at 97 degrees with heat index and an actual temperature of 89 degrees. "Didn't even cross the 100-

HEAT ADVISORY

- The area was under a heat advisory throughout the day Wednesday.
- According to the National Weather Service, the Mid-Ohio Valley may see up to 96 degrees with a heat index of 107 degrees today, but the heat wave is not expected to last.



degree threshold," he said.

The warmest city in the service's area was Huntington, which had a heat index of 106 degrees on Wednesday.

According to the National Weather Service, the Mid-Ohio Valley may see up to 96 degrees with a heat index of 107 degrees today, but the heat wave is not expected to last.

"We should, hopefully, start to break out of this by the end of the

week," Axford said. "During the weekend the area should start to see a new weather pattern with cooler temperatures beginning on Saturday."

With the heat rising so is the possibility of heat-related illnesses such as heat exhaustion and heat stroke.

Officials with the Camden Clark Medical Center said they have not gotten any heat-related illnesses in the emergency departments.

Lori Short, a paramedic with Camden-Clark Ambulance Service, said there have been people with heart problems who have had trouble breathing.

"The heat can aggravate medical problems," she said, adding blood pressure, antidepressants and other medications can be heat sensitive.

Short said people need to consult with their doctors to see what kind of effect the heat might have on their medications.

Jennifer Offenberger with Marietta Memorial Health System, which owns Marietta Memorial and Selby General hospitals, said their emergency rooms have seen only one case of heat exhaustion.

■ SEE HEAT, PAGE 12A

Obama: If debt deal near, stopgap measure

WASHINGTON (AP) — Running out of time, President Barack Obama softened his stand and signaled Wednesday he would back a short-term deal to prevent a disastrous financial default on Aug. 2, but only if a larger and still elusive deficit-cutting agreement was essentially in place. He called lawmakers to the White House in a scramble to find enough votes from both Republicans and his own party.



Obama



Boehner

Obama met with the Democratic leaders of the House and Senate, and then separately with House Speaker John Boehner and his deputy, Majority Leader Eric Cantor, in hopes of cobbling together a compromise. All signs pointed to a legislative fight that would play out to the end.

The president, pushing for a deal that would cut the nation's budget deficit across the next decade and extend the government's tapped-out borrowing power through the approaching election year, had threatened to veto any stopgap expansion of the nation's debt limit. He even challenged Cantor, R-Va., not to call

his bluff about it in one confrontational moment last week.

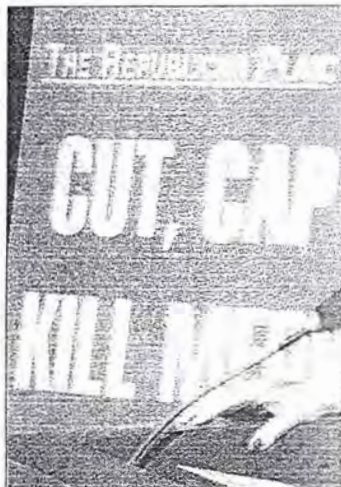
Obama's now-calibrated position, offered by spokesman Jay

Carney, reflected the reality: leaders are nearly out of time to head off unprecedented trouble. Carney said if a divided Congress and the White House can agree on a significant deal, Obama would accept a "very short-term extension" of the debt limit to let bigger legislation work its way through Congress.

Even a few days matters, given the stakes.

The government will exhaust its ability to borrow money and pay its bills come Aug. 2, an outcome that could sink the country back into recession, halt Social Security checks, send interest rates higher and erode the creditworthiness of the richest nation on earth.

■ SEE DEBT, PAGE 12A



Sen. Barbara Mikulski, D-Md., denounced the House Budget Wednesday in Washington.

CONTACT US

The Parkersburg News and Sentinel
519 Juliana St.
Parkersburg, WV 26101
304-485-1891



MORNING NEWS BRIEFING

Deliberations begin for Sowell

Jurors began deliberating the fate of a Cleveland man accused of killing 11 women Wednesday after prosecutors gave them a final glimpse of the drug-addicted victims who they said vanished into a house that smelled like death.

Details, Page 3A

Injured teen may lose leg

A 16-year-old boy is expected to have his leg amputated this week due to injuries from a suspected mobile meth lab explosion near Lower Salem and the boy remains in intensive care at a Columbus hospital six weeks after the incident.

Details, Page 3A

8/8/11
69/513

AUGUST 8, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY APPOINT KAY WILLIAMS AND PATTY JO THOMPSON TO SERVE AS EMERGENCY ABSENTEE VOTING COMMISSIONERS FOR THE OCTOBER 4, 2011 SPECIAL ELECTION AS SUBMITTED BY JAMIE SIX, CLERK OF WOOD COUNTY.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and made unanimous by Wayne Dunn, did hereby APPOINT Kay Williams and Patty Jo Thompson to serve as Emergency Absentee Voting Commissioners for the October 4, 2011 Special Election as submitted by Jamie Six, County Clerk of Wood County.

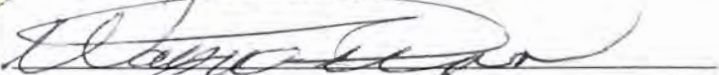
Said Approval is pursuant to West Virginia State Code Section 3-3-5.

APPROVED:

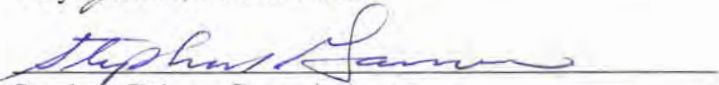
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/1593

8/8/11
69/513



JAMIE SIX
County Clerk

THE COUNTY OF WOOD
OFFICE OF THE COUNTY CLERK
P.O. BOX 1474
PARKERSBURG, WEST VIRGINIA 26102

PHONE (304) 424-1850

August 8, 2011

Wood County Commission
Wood County Courthouse
Parkersburg WV 26101

Dear Commissioners:

According to WV Code §3-3-5, please appoint one set of Emergency Absentee Voting Commissioners for the Special General Election to be held October 4, 2011. For the past several years, Kay Williams, Republican and Patty Jo Thompson, Democrat have held this position and are willing to take on this responsibility once again.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jamie Six".

Jamie Six, Clerk
Wood County Commission

JRS/dg

8/8/11
69/513

AUGUST 8, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE THE
WOOD COUNTY CLERK, JAMIE SIX, TO PROCEED WITH A
LEGAL NOTICE REGARDING PROPOSED LOCATION
CHANGES FOR VOTING PRECINCT 81.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer and passed, did hereby AUTHORIZE Jamie Six, Wood County Clerk, to proceed with a legal advertisement regarding proposed location changes for voting precinct 81.

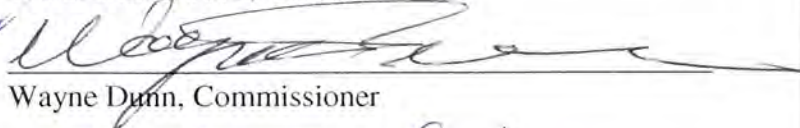
A copy of said proposed location changes is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen E. Gainer, Commissioner

M/1592



JAMIE SIX
County Clerk

THE COUNTY OF WOOD
OFFICE OF THE COUNTY CLERK
P.O. BOX 1474
PARKERSBURG, WEST VIRGINIA 26102

PHONE (304) 424-1850

8/8/11
69/513

August 8, 2011

Wood County Commission
Wood County Courthouse
Parkersburg WV 26101

Dear Commissioners:

Due to the unforeseen closure and impending sale of Wadesville Church of Christ, we are requesting to move the location of Wood County Precinct 81 to Hopewell Church of Christ, 6985 Harris Highway, Washington, WV. A map of Precinct 81 is attached.

A Class II-0 legal advertisement will be published in the Parkersburg News and Sentinel Thursday, August 18, 2011, and Thursday, August 25, 2011, to inform voters of the change. It is to be charged to line item #1-413-40-220. A copy of the advertisement is also attached.

Thank you for your cooperation in this matter.

Sincerely,

Jamie Six, Clerk
Wood County Commission

JRS/eb

Please publish the following as a Class II-0 legal advertisement on Thursday, August 18, 2011, and Thursday, August 25, 2011. This should appear in the Parkersburg News and Sentinel once a week for two consecutive weeks.

Voting Precinct 81 has been moved from Wadesville Church of Christ, located at 4146 Wadesville Road, Belleville, to the Hopewell Church of Christ, located at 6985 Harris Highway, Washington. This will be a permanent move for all future elections.

Please charge this to account number L00122. If you have any questions, please call Elizabeth Beary at the Voter Registration Office (304) 424-1860.

Thank You,

Wood County Voter's Registration Office

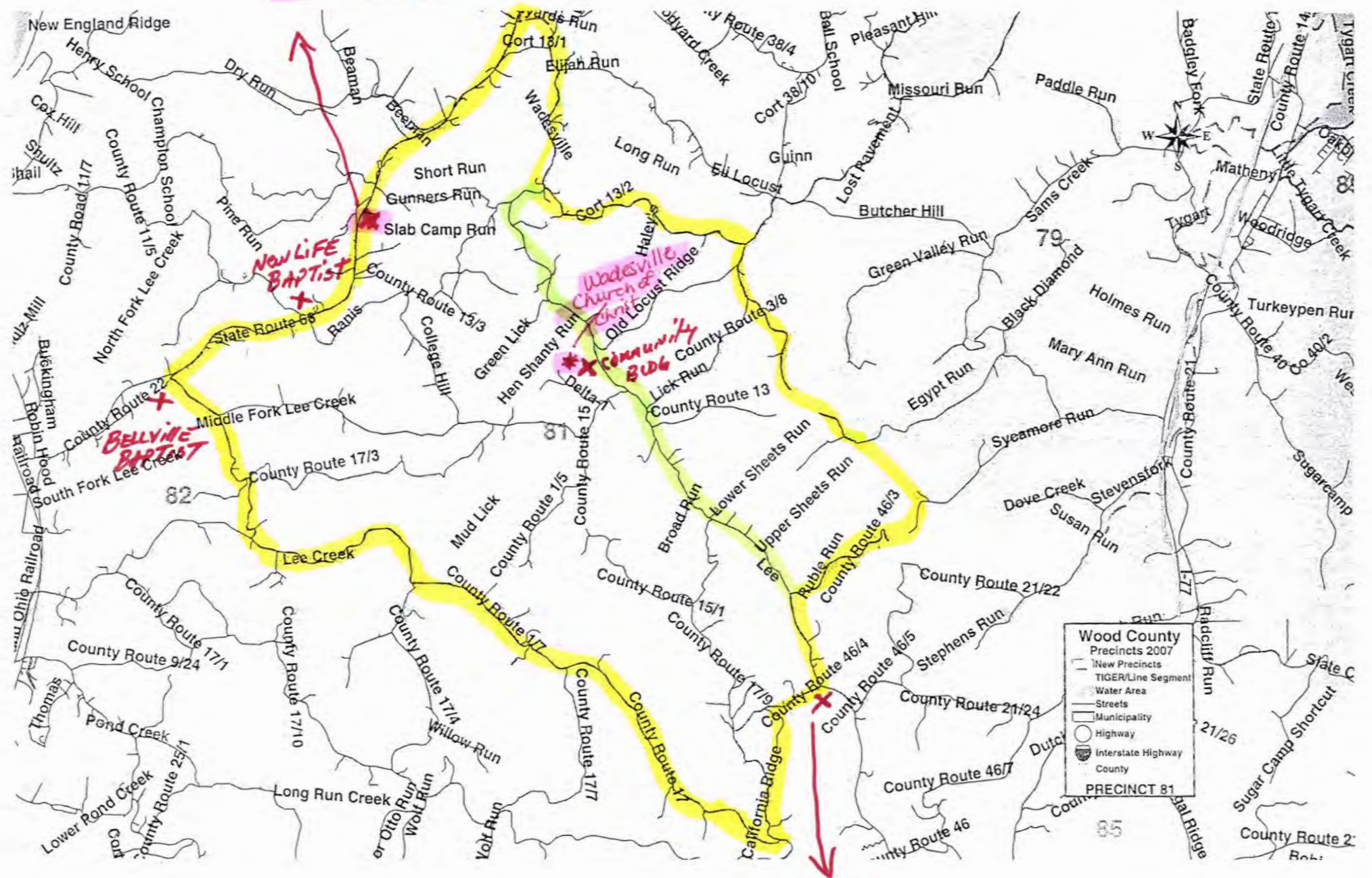
**HOPEWELL CHURCH
OF CHRIST**

**NEW LIFE
BAPTIST**

**BELVINE
BAPTIST**

**Wadesville
Church of
Christ
Community
Bldg**

**SAREPTA
CHURCH**



8/8/11
69/513

AUGUST 8, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE ED
HUPP TO APPLY FOR A GRANT FOR A SATELLITE
TELEPHONE.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer and made unanimous by Wayne Dunn, did hereby AUTHORIZE Ed Hupp, Wood County Emergency Services Director, to apply for a satellite telephone through a Public Safety Interoperable Communications Grant, which will fund the service price for a period of three (3) years.

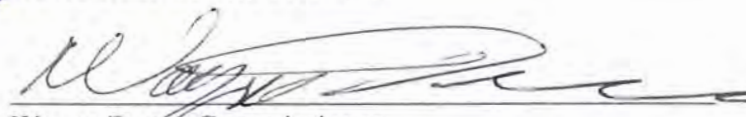
A copy of said Contract is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/1591

LightSquared LP Satellite Telephone Service Contract

10802 Parkridge Blvd.
Reston, VA 20191
Tel 800.216.6728
Fax 800.455-6543
csrhelp@LightSquared.com

Dealer Name NETWORK INNOVATIONS
Dealer Code 608
Dealer Salesperson Name RICK MACKINNON

Dealer Phone () 877-311-1411
Dealer Email or Fax rick@networkinv.com

8/8/11
69/513

BILLING INFORMATION

Customer Name (Last, First, M.I.) or Formal Business Name
WOOD COUNTY EMERGENCY MANAGEMENT

Attention / Billing Contract Name (if different from above)
ED HUPP

Billing Address
911 CORE ROAD
City PARKERSBURG County _____

State W VIRGINIA Zip or Postal Code + 4 (required) 26104

Daytime Phone 304-420-0911 Email ehupp@woodcounty911.com

Is this an existing Satellite Service account? Yes No
If yes, existing master account number 1000158847

Is customer adding new lines to existing account? Yes No
If yes, type of line: Voice Dispatch GPS Data

Account Type: Government Commercial Personal
 Dealer Other _____

SERVICE RATES AND ACTIVATION FEES

Rate Plan Code 908

Service Activation Fee	<u>1000158847</u>
Call Management Activation Fee (\$10/option)	<u>\$</u>
Monthly Access Charge	<u>1000158847</u>
Minutes Included	
Airtime Rate / Minute	<u>\$ 1.19</u>
MSAT-G2 Tracking / Month:	
<input type="checkbox"/> Standard <input type="checkbox"/> Enhanced	<u>\$</u>
Per Poll Rate	<u>\$</u>
Data Access / Month	<u>\$</u>
Fax Access/Month	<u>\$</u>
Suspension Fee	<u>\$ 16.00</u>
Suspended Terminal Monthly Access	<u>\$ 10.00</u>

Call Management Options:

Conference Calling International Calling
 Call Forwarding Outbound Barred Numbers
 Voicemail

BUSINESS CREDIT INFORMATION

Years in Business: _____ Federal ID# _____
Federal PO# (required for government accounts) _____
Requestor Name _____
Is Requestor an Officer or an Authorized agent of the company
Is Requestor authorized to incur Debt? Yes No
If no, list Name, Title, Telephone Number of Authorized Personnel Below _____
Authorized Purchasing Personnel Contact (Name, Title, Telephone Number) _____
Tax Exempt? Yes No **If yes, please attach certificates**

EQUIPMENT

TYPE / INSTALLATION

Aeronautical Transportable
 Fixed Marine
 Other _____

Equipment Manufacturer: HUGHES
Model Number: MSAT G-2

By checking the following box, you do not wish LightSquared to contact you regarding new services, products, other promotional or marketing related matters.

SATELLITE PHONE INFORMATION

Electronic Serial Number (ESN)
(if more than 2 serial numbers, list on separate sheet, noting antenna type for each)

16407923
User Name

Address

City _____ State _____ Zip (+4) _____

Phone _____ Email _____

Electronic Serial Number (ESN)
(if more than 2 serial numbers, list on separate sheet, noting antenna type for each)

User Name

Address

City _____ State _____ Zip (+4) _____

Phone _____ Email _____

SIGNATURE AUTHORIZATION

X [Signature]
Customer Signature
By signing contract, customer agrees to all terms and conditions, including but not limited to credit worthiness provisions.

8-8-2011
Date

Version 10.1 - 12/11/08

X _____
Dealer Signature †

† I have verified the identity of the Customer/Authorized signatory with photo identification. (Circle: Driver's License Number, or Passport number WV/OLN# 123 ABC)

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. Check if you are attaching the Multi-state Supplemental form.
 If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2. Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____

3. **Please print**

Name of purchaser
Wood County Commission

Business Address
#1 Court Square, Suite 203 City **Parkersburg** State **WV** Zip Code **26101**

Purchaser's Tax ID Number **55-6000-417** State of Issue **WV** Country of Issue **Wood**

If no Tax ID Number	FEIN	Driver's License Number/State Issued ID Number	Foreign diplomat number
Enter one of the following:			
State of Issue: Number			

Name of seller from whom you are purchasing, leasing or renting
NETWORK INNOVATIONS

Seller's address
10802 PARKRIDGE Blvd City **RESTON** State **VA** Zip code **20191**

4. Type of business. Circle the number that describes your business

- | | |
|---|--|
| 01 Accommodation and food services | 11 Transportation and warehousing |
| 02 Agricultural, forestry, fishing, hunting | 12 Utilities |
| 03 Construction | 13 Wholesale trade |
| 04 Finance and insurance | 14 Business services |
| 05 Information, publishing and communications | 15 Professional services |
| 06 Manufacturing | 16 Education and health-care services |
| 07 Mining | 17 Nonprofit organization |
| 08 Real estate | <input checked="" type="radio"/> 18 Government |
| 09 Rental and leasing | 19 Not a business |
| 10 Retail trade | 20 Other (explain) _____ |

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | |
|---|--|
| <input type="checkbox"/> A Federal government (department) | <input type="checkbox"/> H Agricultural production # _____ |
| <input checked="" type="checkbox"/> B State or local government (name) Wood County | <input type="checkbox"/> I Industrial production/manufacturing # _____ |
| <input type="checkbox"/> C Tribal government (name) Commission | <input type="checkbox"/> J Direct pay permit # _____ |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> K Direct mail # _____ |
| <input type="checkbox"/> E Charitable organization # _____ | <input type="checkbox"/> L Other (explain) _____ |
| <input type="checkbox"/> F Religious or educational organization # _____ | |
| <input type="checkbox"/> G Resale # _____ | |

Sign here. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of Authorized Purchaser	Print Name Here	Title	Date
	David Blair Couch	President	9/16/10

TERMS AND CONDITIONS - SATELLITE TELEPHONE SERVICE AND SATELLITE DISPATCH SERVICE

This Agreement ("Agreement") is entered into by and between LightSquared LP ("LightSquared") and the individual or entity ("Customer") identified on the reverse of this Agreement and/or on the order form associated with this Agreement (the "Order Form"). This Agreement is effective as of the date the Order Form is signed by Customer and accepted by LightSquared.

1. LightSquared's responsibility: LightSquared shall provide LightSquared Satellite Telephone Service and/or Satellite Dispatch Service (the "Service") to Customer in accordance with this Agreement and at the rates and charges shown on the Order Form.

2. Customer's responsibilities: (a) Customer shall:

- (1) pay for the Service in accordance with the rates and charges shown on the Order and applicable rate sheet, and
- (2) use the Service only for lawful purposes and in accordance with these Terms and Conditions and with the rules, policies, and regulations specified by LightSquared and/or the FCC and provided to Customer, &
- (3) use only certified satellite telephones approved by LightSquared for use with the Service.

(b) Customer represents that (1) the individual whose signature appears on the Order is authorized to sign on behalf of Customer and (2) Customer will be responsible for all charges assessed for use of the Service.

3. Term, rates, charges, and payment for the Service: (a) Term, Rates and Charges: This Agreement will remain in effect for an initial term of 12 months and thereafter will continue on a month-to-month basis until terminated by either LightSquared or Customer upon 30 days' advance written notice. Customer agrees to pay a \$300 early termination fee per mobile terminal if Customer terminates this Agreement prior to the end of the initial 12 month term. After the end of the initial 12 month term the rates and charges for the Service are subject to change by LightSquared upon thirty (30) days' written notice to Customer.

(b) Payment: (1) LightSquared will invoice Customer monthly in advance for fixed, recurring charges and any other non-usage-based fees for Service, and in arrears for usage-based charges.

(2) Invoices shall be payable thirty (30) days after the date of invoice. All references in this Agreement to "days" mean calendar days. For purposes of computing partial month charges, each day is considered to be 1/30 (one-thirtieth) of a month. Payments will be applied to the earliest outstanding amounts due under this Agreement. Customer shall make payments in accordance with the instructions specified on the invoice. Customer's first invoice may contain charges from a previous billing period for service provided from the date of installation through the current invoice period.

(3) LightSquared reserves the right to charge Customer, and Customer agrees to pay, a late charge equal to one and one-half percent (1-1/2%) per month on any past due balances.

(4) Customer shall notify LightSquared in writing of any dispute or disagreement with invoiced charges within 30 days after the due date of the invoice. Thereafter, Customer shall be deemed to have waived its right to dispute charges. All disputed amounts resolved in Customer's favor will be credited against amounts owing on subsequent invoices. (5) LightSquared, as a telecommunications carrier, is bound by The Communications Act to protect the confidentiality of Customer Proprietary Network Information (CPNI) and as such to ensure that it is not knowingly or unknowingly providing CPNI to unauthorized 3rd parties. Customer understands and agrees that Customer's identity will be authenticated with a password by LightSquared before requested call, account or invoice detail will be provided to them.

(c) Creditworthiness: Provision of the Service is contingent upon Customer's initial and continued creditworthiness, as determined by LightSquared, and Customer authorizes LightSquared to obtain, and agrees to provide to LightSquared upon request, such information as LightSquared may reasonably request from time to time in this regard. Customers whose financial condition has not been established to LightSquared's satisfaction may be required, as a condition of receiving the Service, to make and maintain, for as long as Customer is using the Service, a deposit equaling up to six (6) months of actual or estimated charges for services to be provided. LightSquared may require a new deposit where previously waived or returned, or an additional deposit, in order to secure payment of current billings. Security deposits will be applied if necessary to any unpaid balances, and, if unused, returned to Customer after Customer's use of the Service is terminated. Unless otherwise required by law, deposits will not accrue interest while held by LightSquared.

(d) Taxes and Fees: All charges payable under this Agreement are exclusively for the Service provided by LightSquared and DO NOT include any applicable taxes, fees, surcharges or levies chargeable by any appropriate governmental entity. Unless Customer has provided LightSquared with an appropriate exemption certificate, Customer is liable for and shall indemnify LightSquared from and against, all taxes, fees, surcharges and levies assessed by any governmental body and properly chargeable to Customer which may be passed directly through to Customer, and for all taxes, fees, surcharges or levies required to be collected by LightSquared on behalf of any governmental body, and taxable to Customer on behalf of any governmental body, with respect to LightSquared's provision of the Service to Customer or relating to Customer's use of the Service.

4. Conditions on use of the Service: (a) The Service is provided subject to the availability of capacity on LightSquared's mobile satellite system. The Service may be temporarily unavailable or limited because of capacity limitations or emergency pre-emption as required by LightSquared's FCC authorization and may be temporarily interrupted or curtailed due to modifications, upgrades, repairs, and similar activities of LightSquared as necessary for the proper or improved operation of the Service. LightSquared reserves the right to allocate satellite capacity among all of its users and product lines, including but not limited to Customer and the Service, respectively.

(b) The Service may not be used for unlawful or fraudulent purposes, to make abusive or obscene calls, or to interfere unreasonably with the use by others of the Service or of any of LightSquared's other mobile satellite services. In addition to its rights under section 6, LightSquared reserves the right to suspend Customer's use of the Service immediately upon reasonably suspecting that Customer is engaging in unlawful or fraudulent use of the Service, including but not limited to accessing, altering, or making connection to LightSquared facilities by any trick, scheme, false representation, or other fraudulent means or devices.

(c) IMPORTANT: LIGHTSQUARED PROVIDES EMERGENCY REFERRAL SERVICE, ACCESSIBLE BY DIALING "911" ON YOUR SATELLITE TELEPHONE. UNLIKE CELLULAR OR STANDARD TELEPHONE "911" SERVICE, EMERGENCY REFERRAL SERVICE CALLS ARE ROUTED TO A REPUTABLE AND EXPERIENCED THIRD PARTY REFERRAL SERVICE, WHICH WILL MAKE BEST REASONABLE EFFORTS TO DETERMINE THE NEAREST PUBLIC SAFETY OR LAW ENFORCEMENT AUTHORITIES AND THEN ROUTE YOUR CALL TO THOSE AUTHORITIES. YOU UNDERSTAND AND ACKNOWLEDGE, BY SIGNING THE ORDER ON THE REVERSE, THAT LIGHTSQUARED'S RESPONSIBILITY FOR EMERGENCY REFERRAL SERVICE IS LIMITED TO THE ABOVE ACTIONS, AND THAT LIGHTSQUARED WILL, IN NO EVENT BE LIABLE FOR RESPONDING TO EMERGENCY REFERRAL SERVICE CALLS.

(d) Use of the Service is limited to LightSquared's licensed territories, which are the United States, Puerto Rico, the U.S. Virgin Islands, and 200 miles of U.S. coastal waters, and in other areas within the coverage of LightSquared's satellite, subject to the approval of local authorities.

(e) Customer acknowledges and agrees that Service will not be initiated by LightSquared until Customer has provided photo identification, the substance of which has been recorded on this contract face.

(f) Customer acknowledges and agrees that he/she has no proprietary right or ownership of the numbers assigned to Customer for use with the Service or satellite telephones used by Customer.

(g) The Enhanced MSAT-G2 Tracking Service is a partnership between LightSquared and 3rd Party Application Developers. If a 3rd Party Application Developer defaults in making their application available to LightSquared and Customer, LightSquared will use its best efforts to continue to provide the Enhanced MSAT-G2 Tracking Service including efforts to transition Customer over to a new 3rd Party Application Provider. The Enhanced MSAT-G2 Tracking Service is subject to the availability of 3rd Party Applications and may be terminated without notice.

5. WARRANTY AND LIMIT OF LIABILITY: (a) LightSquared warrants that the Service will operate in accordance with its service description when utilized in accordance with LightSquared's instructions and operational procedures. EXCEPT AS STATED IN THESE TERMS AND CONDITIONS, LIGHTSQUARED MAKES NO WARRANTY REGARDING THE SERVICE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The limitations and disclaimers in this section 5 shall extend to LightSquared's agents.

(b) LIGHTSQUARED'S LIABILITY IN CONNECTION WITH THE SERVICE SHALL BE LIMITED TO SERVICE CREDITS, IF ANY, GRANTED BY LIGHTSQUARED. IN NO EVENT WILL LIGHTSQUARED BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS ARISING OUT OF THE PROVISION, NONPROVISION, OR THE USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

(c) Without limiting the foregoing, LightSquared shall in no event be liable for:

(1) Service interruptions or delays, errors, defects or curtailments in Service transmission, or failure to provide Service, when caused by acts of God, fire, war, riots, government authorities, emergency pre-emption, or other causes beyond LightSquared's control, including but not limited to the causes described in section 4(a) above; or

(2) The failure of third parties to perform their responsibilities associated with the provision of the Service, for example (but without limitation) emergency services or delivery or quality of calls via the public switched telephone network; or

(3) any claims arising as a result of unlawful or unauthorized use of LightSquared's facilities and services or interception of a call placed over the Service; or

(4) for the provision and/or performance of satellite telephones, or for any defacement or damage to customer's vehicle resulting from the installation, existence, or use of satellite telephones in customer's vehicle.

(d) LightSquared will grant service credits as described in subparagraphs (1), (2), and (3) of this paragraph (d) upon Customer's request, provided that Customer must request a service credit within 24 hours of the unavailability, impairment, or restriction of the Service.

(1) Where the Service is completely unavailable for a period of four (4) or more consecutive hours in a day, LightSquared will credit Customer an amount equal to 1/20 of the monthly access fee.

(2) Where the Service remains available but is impaired, or restricted so as to affect adversely Customer's use, a credit allowance will be given at the discretion of LightSquared, based on the extent and duration of such impairment or restriction.

(3) No service credit will be granted when the Service is unavailable, impaired, or restricted due to any condition described in paragraph (c) of this section 5, or if Customer requests a service credit more than 24 hours after the unavailability, impairment, or restriction of the Service.

Except for the service credits described in this paragraph (d), LightSquared shall not be liable to Customer for any loss or damage incurred by reason of or incidental to any delay or interruption of the Service. LightSquared's liability for any other damages asserted by Customer shall be limited to Customer's actual, direct damages due to LightSquared's gross negligence or willful acts and shall in no event exceed for any incident the lesser of charges actually paid for the preceding six (6) months of the Service or Ten Thousand Dollars (\$10,000.00), with an aggregate over any twelve (12) month period not exceeding Fifty Thousand Dollars (\$50,000.00).

(e) Customer recognizes that LightSquared may from time to time obtain satellite capacity for Customer from LightSquared (Canada) Inc. ("LightSquared Canada"), the authorized provider of mobile satellite service in Canada. Customer agrees that, in such event, LightSquared Canada and its officers, directors, employees, shareholders, partners, investors and agents shall not be liable, for any reason whatsoever, whether in contract or tort or under any other theory of law, for damages related in any way to the provision of the Service hereunder arising out of an act or omission of LightSquared Canada or resulting from the use of services under this Agreement, including but not limited to any fault in LightSquared Canada's mobile satellite which results in failure to establish service, delays, in-service interruption, degradation or loss or distortion of services.

6. Suspension and/or termination of Service: (a) LightSquared may suspend Customer's use of the Service and/or terminate this agreement upon notice to Customer if Customer is in default of this Agreement, or if LightSquared reasonably suspects Customer's usage of the Service is illegal or may cause damage to its Network. A "default" means:

(1) Customer has failed to pay any sum due to LightSquared under this or any agreement between LightSquared and Customer within 10 days of notice from LightSquared that the sum is unpaid; or

(2) Customer has violated any of the provisions of this Agreement, including any rule, policy, or regulation provided to Customer by LightSquared pursuant to this Agreement and failed to correct such violation within 10 days after notice from LightSquared, or such other period as LightSquared may specify; or

(3) LightSquared has reason to believe that Customer is about to go out of business or that bankruptcy is imminent.

(b) If LightSquared takes any action to collect any unpaid balance due from Customer, and LightSquared is awarded any amount or portion of the amount alleged to be due under such action, LightSquared shall be entitled to recover from Customer all reasonable costs of collection incurred by LightSquared, including reasonable attorney's fees and litigation expenses.

(c) If LightSquared suspends or terminates the Service pursuant to this section 6, Customer shall pay to LightSquared all applicable charges under this Agreement due up to and including the date of termination.

7. General: (a) Assignment: Customer may not assign this Agreement, nor any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior written approval of LightSquared.

(b) Successors and assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties. Nothing herein contained will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

(c) Applicable Law: To the extent not GOVERNED by Federal law, this agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law thereof, and customer consents to the jurisdiction of the Circuit Court of Fairfax County, Virginia, or of the U.S. District Court for the Eastern District of Virginia.

(d) Waiver and severability:

(1) Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach of default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.

(2) In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity and unenforceability shall not affect any other provision of this Agreement.

(e) Notices: All notices from either party to the other shall be sent by certified mail, postage prepaid, to the other party at the addresses stated on the reverse of this Agreement. LightSquared may also include notices in any invoice rendered pursuant to this Agreement.

(f) Entire agreement: This Agreement, and the Order shown on the reverse hereof, represent the entire agreement of LightSquared and Customer regarding the provision, use and payment for the Service, and they supersede all other proposals, negotiations, or agreements, whether written or oral, regarding the Service. This agreement may not be amended except in a written amendment signed by the authorized representatives of the parties. Customer may issue purchase orders using its own purchase order forms and Customer agrees that its purchase order or other acceptance is expressly limited to the terms of this Agreement and LightSquared objects to any additional or different terms in Customer's purchase order or acceptance; and any additional or different terms in the purchase order or acceptance shall be of no effect.



Dear New Customer:

Welcome to LightSquared, North America's premier provider of mobile satellite communications services.

An essential feature of all the communication services we deliver to our clients, is the **undisputed right to privacy**. In fact, LightSquared has always focused on protecting client information both in policy and in practice, and, as a telecommunications carrier LightSquared is bound by **The Communications Act** with a fundamental duty to protect the confidentiality of Customer Proprietary Network Information (CPNI).

CPNI is information that relates to the quantity, type, destination, location and usage amount of a telecommunications service subscribed to by any LightSquared customer that is made available to LightSquared solely by virtue of the carrier-customer relationship. Some examples are:

- Phone numbers called by a customer
- Time, location, frequency and duration of calls
- Invoice amounts

Password Access Security

To effectively ensure the protection of our client's privacy, network activity and information, a password is required for clients to obtain call, account or invoice detail from LightSquared.

For security purposes, there is only one **User ID** and **Password** per account. If you are the key person on this account we recommend you not share this information with anyone else. Any users on this account, who require call or invoice detail, must request this information from you. You will receive your **User ID** and **Password** via US Postal Service within ten (10) business days of your service activation/registration.

Without a password you will not be able to access account information by phone or on-line; therefore, if you are **not the key person on this account, please ensure the correct person receives this letter.**

For your convenience, in addition to receiving your invoice by mail – with your **User ID** and **Password** – you can access information on your account by contacting Customer Service at 1-800-216-6728 or on-line by visiting our website at www.LightSquared.com.

Getting started is easy. Once you have received your **User ID** and **Password**, we encourage you to explore our **Secure Account Access** on-line.

- Simply **login** to www.LightSquared.com
- Click on **Client Login** in the upper right hand corner of the homepage
- **Enter** the secure site
- Login using your **User ID** and **Password**

Once again, welcome to LightSquared. We look forward to a positive, long lasting relationship. If you have any questions or concerns, please contact our customer service team at 1-800-216-6728 or email at csrhelp@LightSquared.com and we will be happy to assist you.

P.S. If you are not the key person on this account, please ensure the correct person receives this important information immediately!

Ed Hupp

From: 1/LT. G.E. McCabe [gmccabe@wvsp.state.wv.us]
Sent: Wednesday, August 03, 2011 10:35 AM
To: ehupp@woodcounty911.com
Cc: David Erwin
Subject: Satellite Radio/Telephone Distribution
Attachments: LS Retail Service Contract Wood Aug 2, 2011.pdf; LS Dispatch Form Wood Aug 2, 2011.pdf

The Satellite Radio/Phones we ordered from the PSIC Grant have arrived. Your agency has agreed to accept the number of these units that were previously discussed and therefore your agency will be responsible for all satellite phone calls from date of acceptance. The push-to-talk radio service is unlimited and has been paid in advance for 3-years.

In order to distribute this equipment, we need you to complete the attached paperwork and return it to David Erwin (daveerwin@kanawha.us or 304-993-0329) prior to receiving your equipment or at the time of picking up your equipment. Please note the equipment will not be distributed without this paperwork being completed and submitted to David Erwin as the equipment and 3-years of push-to-talk satellite radio service has been paid for by a grant that Kanawha County agreed to administer, and they will not be responsible for any additional costs.

As to the attached forms, according to the vendor you will need to sign the bottom of the Telephone Service Contract and the Dispatch Form. On the bottom of the Dispatch Form the for of identification they need is State Driver's License Number (ie. WV OLN# 123ABC) to be written in on the line. They also need a Tax Exempt Certificate to be submitted with the attached forms.

Since the equipment is ready to be distributed and the service is active, please complete this paperwork as soon as possible and get with David Erwin (contact info above) to make arrangements to have it picked up.

We have made arrangements with Lightsquared to provide the recipients of this equipment with a training session that will be conducted during the afternoon of October 4th and during the morning of October 5th, at the conclusion of the WV Statewide Interoperable Radio Network Conference at Camp Dawson. Please make arrangements to stay the additional day for the hands-on portion of the training so you will be able to get the most out of this equipment.

If you have any questions please let me know.

1/LT. G.E. McCabe
Statewide Interoperability Coordinator
WV State Police
123 Academy Drive
Dunbar, WV 25064
(304) 766-5899
gmccabe@wvsp.state.wv.us

8/8/11
691512

AUGUST 8, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE WAYNE DUNN AS PRESIDENT PRO-TEM, TO EXECUTE AN AGREEMENT WITH CLARENCE HODGE TO SERVE AS VICTIMS ADVOCATE.

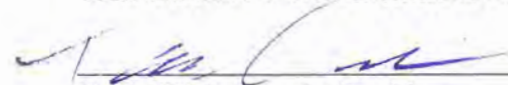
ORDER

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer and made passed, did hereby AUTHORIZE Wayne Dunn, in his official capacity as President Pro-Tem and on behalf of the County Commission, to EXECUTE an Agreement with Clarence Hodge to serve as Victims Advocate in the Wood County Prosecuting Attorney's Office.

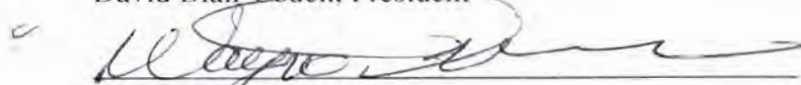
A copy of said Agreement is attached to this Order and should be made a part thereof.

APPROVED:

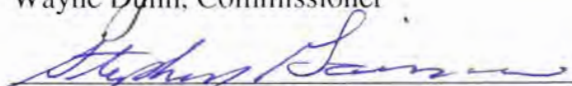
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/1589

8/11/11
69/512

AGREEMENT

This Agreement, is made and entered into this ____ day of August 2011 by and between the County Commission of Wood County, West Virginia, (hereafter referred to as "Commission"), and Clarence Hodge, (hereinafter referred to as "Contractor") whose address is 810 Main Street, Belpre, Ohio 45714.

RECITALS

1. Whereas, the Commission is the recipient of grant funds from the State of West Virginia's Office of Military Affairs and Public Safety (MAPS) - Division of Justice and Community Services (DJCS) - Victims of Crime Act (VOCA) Program - for the purpose of hiring a Victims Advocate Assistant through the Wood County Prosecuting Attorney's Office; and

2. Whereas, the main function of the Victims Advocate Assistant will be to provide victims with information on their cases, assist them with the preparation of various statements, and assist them at judicial proceedings, particularly at Magistrate Court; and

3. Whereas, the Contractor has the expertise, knowledge, educational background, and previous experience necessary to conduct and oversee this Program through the Prosecuting Attorney's Office; and

4. Whereas, the parties desire that the Contractor provide these services for the Commission to benefit the efforts regarding the aforementioned Program.

NOW THEREFORE, in consideration of the promises made each to the other, and other good and valuable consideration, the Commission and the Contractor hereby agree as follows.

SERVICES

The Contractor shall provide the following services to the Commission through the Prosecuting Attorney's Office regarding their grantee status to the MAPS/DJCS Office.

The Victims Advocate Assistant will assist the Victims Advocate in delivering services to victims/witnesses in the Wood County Criminal Justice System. These activities will include, but not be limited to, the following:

- 1. Notification to victims of the status of their case as well as keeping them apprised of hearing dates and any schedule changes as their case makes its

way through the Court System.

2. Be available to meet with the victims and to answer any questions they may have as various situations arise.
3. Explain to the victims their rights and services to be provided to them by the Prosecuting Attorney's Office.
4. Locate and notify witnesses of the status and hearing dates of cases.
5. Help the victim/witness in the preparation of his/her testimony for a sentencing hearing or in the preparation of testimony.
6. Provide information and/or referrals to the victims who are in need of counseling services or other services through supporting agencies.
7. Assist the Victims Advocate with the proper handling of Court documents and other records.
8. Assist the Victims Advocate in maintaining communication with various public and private agencies.
9. Assist crime victims at judicial proceedings, particularly at the Wood County Magistrate Court.
10. Provide transportation assistance to victims/witnesses to judicial proceedings, Domestic Violence Shelter, etc.
11. Any other duties assigned by the Victims Advocate.

COMPENSATION

The Commission shall compensate the Contractor at the rate of \$9.853 per hour for a total of 1,000 hours (\$9,853.00). The arrangement of the number of hours per day/week shall be determined by the Victims Advocate and the Victims Advocate Assistant as some evening/weekend work may be necessary but it is an average of 20 hours per week for 50 weeks. No benefits are associated with this position.

The Contractor shall submit monthly time sheets and appropriate grant reports to the Prosecuting Attorney's Office for payment purposes. After review and approval of

the documents by the Prosecuting Attorney, they will be submitted to Tiano-Knopp Associates, grant consultant, for their review and approval. The documents will then be submitted to the Commission for their approval and payment. This information shall be submitted to the Prosecuting Attorney by the 5th of the month. These invoices shall be paid in accordance with the grant program guidelines.

RECORDS

Any books, documents, papers, and records of the Contractor directly pertaining to this specific contract shall be made available to the Commission, MAPS, DJCS, or their duly representative for the purpose of making audit, examinations, excerpts, and transcription.

TERMS OF AGREEMENT

This Agreement shall begin July 18, 2011 and will terminate on June 30, 2012. If, however, any of the following circumstances arise, this Agreement may be terminated at an earlier date:

1. If for any reason the Commission shall lose the funding provided for this Program from the MAPS, this contract shall terminate immediately.
2. If the Contractor does not comply fully with the mandated services of this Agreement, the Commission shall terminate this Agreement immediately upon the written notice being provided to the Contractor by the Commission of such reason.
3. This Agreement may also be terminated upon circumstances beyond the control of the Contractor such as her death or disability precluding continuation of services to be provided.
4. In any of the above circumstances, damages shall be limited to payment for services rendered as of the date of termination.

If for any reason the conditions or provisions of this Agreement are not carried out by the Contractor, the Commission shall pursue all administrative, contractual, and legal remedies available by law, including such sanctions and penalties which may be available through these remedies.

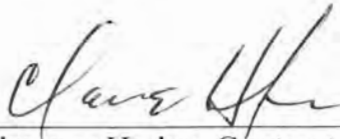
MODIFICATIONS TO AGREEMENT

The terms contained in this Agreement may be modified or amended at any time by mutual consent of the Commission, the Contractor, and DJCS. Any change or amendment shall be reduced in writing and signed by all parties and be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the ___ day of _____ 2011 following the receipt of the grant approval from the DJCS Office.



By Its President, David Blair Couch
County Commission of Wood County,
West Virginia



Clarence Hodge, Contractor

8/8/11
69/513

AUGUST 8, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY TABLE A DISCUSSION REGARDING A REQUEST FOR FUNDING FROM THE WEST VIRGINIA INTERSTATE FAIR.

ORDER

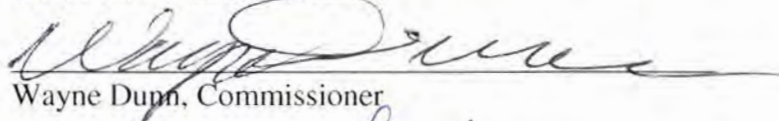
On this date, the County Commission of Wood County upon a motion made by Wayne Dunn, seconded by Stephen Gainer and passed, did hereby TABLE a discussion regarding a request for a donation of thirty thousand dollars and zero cents (\$31,000.00) by the West Virginia Interstate Fair and Exposition to help offset losses they incurred during this year's event. Said request was made by Fair Board members Mike Zoller and Russ Collins.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

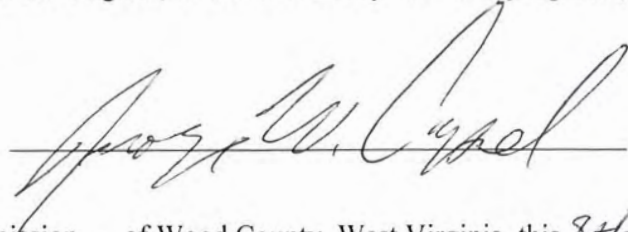
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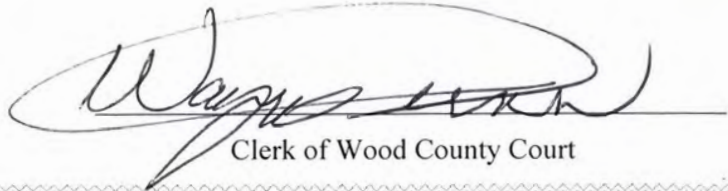
STATE OF WEST VIRGINIA
COUNTY OF WOOD }

TO -WIT:

I, GEORGE CAPEL, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of PART-TIME EMPLOYEE WOOD COUNTY CLERK'S OFFICE (VOTER REGISTRATION) in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.



Subscribed and sworn to, before County Commission of Wood County, West Virginia, this 8th day of August, 2011.



Clerk of Wood County Court

8/8/11
69/512

STATE OF WEST VIRGINIA
COUNTY OF WOOD

}

TO -WIT:

I, Raya Allie, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of Administrative Assistant in the Wood County Prosecuting Attorney's Office in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

Raya Allie

8th day of August, 2011. Subscribed and sworn to, before County Commission of Wood County, West Virginia, this

Annanda Helms
County Commission of Wood County

as ADMINISTRATOR C.T.A. of the Estate of RONALD M. THOMPSON, deceased; and

It is hereby ordered that Ty A. Evans, Executor of the Estate of RONALD M. THOMPSON, deceased, is removed as the Executor.

It appearing to this Commission, proper so to do, the said JEFF SANDY, SHERIFF is hereby qualified as such ADMINISTRATOR C.T.A.

Whereupon the said JEFF SANDY, SHERIFF, by virtue of his office as Sheriff in and for Wood County, does not have to take an oath of office or post a bond to qualify as such ADMINISTRATOR C.T.A. of the Estate of RONALD M. THOMPSON, deceased.

Letters of administration are hereby granted the said JEFF SANDY, SHERIFF, upon the Estate of RONALD M. THOMPSON, deceased, in due form.

In accordance with Chapter 44, Article 1, Section 14 of the West Virginia Code, of 1931, as amended, effective July 9, 1993, the Personal Representative, after first being duly sworn, shall make a true and accurate appraisal of the Estate of RONALD M. THOMPSON, deceased, both real and personal, and will make their return thereof as required by law.

No reference is made to a Fiduciary Commissioner, for settlement, in this Estate.

IN RE: ESTATE OF JOHNNIE A. HESKETT, DECEASED. (ORDER COUNTY COMMISSION-EXECUTRIX IS NOT REMOVED AND ORDERED TO LIQUIDATE ALL PROBATE ASSETS TO PAY CLAIMS)

This day came Reta Barrett, before the County Commission, in regard to a hearing that was continued until Monday, August 8, 2011, at 11:00 o'clock A.M., to review information on the Estate of JOHNNIE A. HESKETT, deceased, from previous hearing, which was held on Thursday, July 21, 2011, at 10:45 o'clock A. M. The County Commission, after hearing the information from Barbara Cheryl Hupp, the Executrix, and Reta Barrett, one of the heirs to the estate, ruled that Barbara Cheryl Hupp remain as the Executrix of the Estate of JOHNNIE A. HESKETT, deceased, and that she liquidate all probate assets to pay claims.

IN RE: ESTATE OF GLADYS IRENE STANLEY, DECEASED

This day came DONALD J. STANLEY, JR., who was, by the last Will and Testament of GLADYS IRENE STANLEY, deceased, named therein to qualify as EXECUTOR, without bond, of said Will.

It appearing to this Commission that DONALD J. STANLEY, JR., be and he is hereby qualified as such EXECUTOR, and entered upon the discharge of said trust, without bond, as provided by said Will.

Letters testamentary are hereby granted the said DONALD J. STANLEY, JR., upon the Estate of GLADYS IRENE STANLEY, deceased, in due form.

In accordance with Chapter 44, Article 1, Section 14 of the West Virginia Code, of 1931, as amended, effective July 9, 1993, the Personal Representative, after first being duly sworn, shall make a true and accurate appraisal of the Estate of GLADYS IRENE STANLEY, deceased, both real and personal, and will make their return thereof as required by law.

No reference is made to a Fiduciary Commissioner, for settlement, in this Estate.

There appearing no further business to claim the attention of this Commission, it is hereby ordered that this Commission, do now adjourn to meet in Regular Session, Thursday, August 11, 2011, at 9:30 o'clock A. M.


President Pro Tem