

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

IN RE: MINUTES OF MEETING HELD
THURSDAY, JULY 26, 2012

PRESENT: DAVID BLAIR COUCH, PRESIDENT
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.

The County Commission, upon a motion duly made, seconded and passed, approved minutes of July 16 and 19, 2012.

AGENDA AND DISCUSSION ITEMS

At 10:00 A.M., the County Commission met with Betty Knighton from the West Virginia Center for Civil Life and Public Participation and Jean Ambrose to discuss Participatory budgeting. The Commission asked them to keep them informed of discussion held across the state.

At 11:30 A.M., the County Commission discussed the fiscal year contract for the Humane Society. (Order M/2051)

The County Commission signed the Order in regard to County Depositories for Wood County for the Fiscal Year 2012/2013. (Order A/Depository final order)

The County Commission adjourned at 12:10 P.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/2051, M/2052 and A/Depository final order

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 July 26, 2012.

Wood County Commission Meeting
Held July 26, 2012

Please Print

1.	Jim Mylott
2.	Jean Ambrose
3.	Betty Knighton- WV Center for Civic Life
4.	Larry Eugene Batchen Personal
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PARTICIPATORY BUDGETING

Participatory budgeting is a process of democratic deliberation and decision-making in which ordinary residents decide how to allocate part of a public budget. In essence, how it works is that the elected or appointed authorities turn over a portion of their budget to community residents who decide the spending priorities. The overall message is it's your money and here is an opportunity to help decide how to spend it to meet community needs.

In a large process where substantial amounts are being allocated, a Participatory Budgeting Steering committee is created that represents organizations with resources available to implement the process and that have connections to participants who are usually not reached through normal electoral channels.

For a large process, four steps are common:

1. Neighborhood assembly meetings explain the process, brainstorm ideas. Usually there is a way for citizens to propose ideas online or through the mail as well. Volunteers are asked to be community representatives and are charged with developing proposals out of the many ideas presented.
2. The community representatives meet to take ideas and develop proposals. City/county agencies serve as resources. Community reps may call more neighborhood meetings as needed. This is the step where much civic engagement and learning take place. The community reps research proposals, visit sites, and meet with citizens to iron out details. Staff support is often needed here.
3. Community representatives present preliminary proposals to large group community meetings for input and tweaking before finalizing.
4. Final assembly to deliberate and vote on spending priority projects. Alternatively, citizens vote at polling places similarly to other elections.

Joe Moore, an alderman who piloted this process in the 49th ward in Chicago, said "I have full faith that the residents of the 49th Ward can decide what's best for our neighborhood, when given enough time, information, and support."

In a smaller process, proposals could be solicited, and with a minimum of technical review, be presented to the public for a vote. Organizations could present their proposals to the public at large. In a rural area, it is important to ensure as much as possible that persons have equal ability to both learn about the process and the proposals and to vote; a single meeting or voting place would not be perceived as fair access. Ballot boxes could be placed at post offices or other locations where they could be observed and supervised.

The budget allocation process may have a **pre-determined purpose**, if desired.

- A small scale process with a purpose is being piloted at a Brooklyn college. Ten percent of student government funds will be voted upon directly by students. Through the new initiative, students will come together in two town hall meetings to discuss student needs and priorities. They will then propose specific projects to address these needs. Student volunteers will work with representatives from the administration, student government, and faculty, to develop these proposals into functional projects and make sure each proposal is financially, technically, and legally feasible. These proposals will then be placed on a ballot and students will vote on which ones to fund.

Traditionally, these funds have been utilized by student clubs. While it is important to support clubs, as well as their events, and initiatives, student government feels that students who are either not in clubs or have needs that clubs cannot address ought to have a chance to be heard. Additionally, using this money in such a manner enables the student body as a whole to benefit from the funds: the funds are to be used for proposals that are "infrastructural" in nature that will improve the experience of the student body at large and not just specific students or specific groups of students. Student government hopes to increase transparency, make government more efficient, and get students more involved.

Kinds of Public Interactions

Process	Description	Leader's Role	Citizen's Role
Public Relations	Builds a positive relationship between person/entity and the public	Initiator	Consumer (passive)
Public Education	Raises awareness about a particular issue	Educator	Pupil (receptive)
Public Input	Collects public preferences, concerns, and/or reactions	Convenor Implementer	Customer (somewhat active client)
Public Engagement	Fully engages citizens in deliberation and problem solving	Partner	Partner (fully active)

Source: Everyday Democracy (everydaydemocracy.org)



Wood County Commission

7/26/2012
 1 Court Square, Suite 203
 Parkersburg, WV 26101

9:30 AM	APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES, ERRONEOUS ASSESSMENT APPLICATIONS AND ANY OTHER ADMINISTRATIVE DUTIES	MARTY SEUFER, COUNTY ADMINISTRATOR
10:00 AM	PARTICIPATORY BUDGETING CONVERSATION	JEAN AMBROSE AND BETTY KNIGHTON, WV CENTER FOR CIVIL LIFE & PUBLIC PARTICIPATION
11:00 AM	DISCUSS HUMANE SOCIETY CONTRACT	
11:10 AM	DISCUSS NOMINATIONS FOR THE FOLLOWING BOARDS/COMMISSIONS: <ol style="list-style-type: none"> 1. WOOD COUNTY PARKS AND RECREATION BOARD 2. WOOD COUNTY PLANNING COMMISSION 	
General discussion items:		

7/26/12
70/121

JULY 26, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ENTERED INTO A SERVICES CONTRACT BY AND BETWEEN THE HUMANE SOCIETY OF PARKERSBURG, INC. AND THE COUNTY COMMISSION OF WOOD COUNTY

ORDER

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch and made unanimous by Wayne Dunn, entered into a Contract by and between the Humane Society of Parkersburg, Inc. and the County Commission of Wood County. The said Contract provides the County services by the Humane Society of Parkersburg, Inc. outside the municipalities of Vienna and Williamstown. For this service, the County Commission agrees to pay the Society the sum of twenty-two thousand six hundred twelve dollars and thirty-three cents (\$22,612.33) per month, of which three thousand three hundred thirty-three dollars and thirty-three cents (\$3,333.33) per month will be funded out of the Dog Fund created in accordance with Chapter 19, Article 10, Section 10 of the West Virginia Code 1931, as amended. This Contract will be in effect beginning July 1, 2012 and continuing through June 30, 2013. Either party may terminate this Contract upon ninety (90) days written notification.

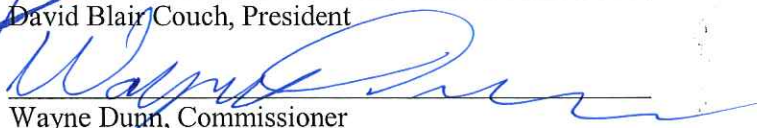
A copy of the said Contract is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Steve Gainer, Commissioner

7/26/12
70/121

COPY

**Services Contract
For the Period Beginning July 1, 2012 through June 30, 2013
County Commission of Wood County**

This Agreement, entered into this _____ day of _____, 20____ by and between the Humane Society of Parkersburg, Inc., a non-profit corporation (herein referred to as HSOP) and the County Commission of Wood County (herein referred to as the Commission).

WHEREAS, the Commission, pursuant to Chapter 19, Article 20, Section 7 of the West Virginia Code, is authorized to enter into this agreement.

WHEREAS, the Commission has no facilities for the taking and impounding of dogs and cats to be taken by the Dog Warden under authority enacted by the State of West Virginia; nor does the Commission have ample staff to handle problems relating to animal control within their County; and

WHEREAS, the HSOP has such facilities and has offered such services to the Commission relating to animal control and housing; and

THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter contained, in accordance with West Virginia State Code Chapter 19 Article 20 Section 7 it is agreed by and between the Commission and HSOP as follows:

1. For the purpose of this Agreement, the service area will be defined as all of Wood County, West Virginia, with the exception of the areas encompassed by the legal boundaries of the cities of Vienna and Williamstown, West Virginia.
2. Normal business hours of HSOP are defined for the purpose of this agreement as 9 a.m. to 5 p.m. Monday through Friday of each week.
3. HSOP will be the receiver of stray and unwanted dogs and cats in the unincorporated areas of Wood County, West Virginia and the City of Parkersburg.
4. HSOP will provide for the housing, care and disposition of said animals, subject to the provisions of State Code Chapter 19, Article 20, Section 9(a).
5. HSOP Humane Officers will answer complaints relating to stray (unlicensed) dogs in the unincorporated areas of the County and the City of Parkersburg during normal business hours of the HSOP.

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For the Period Beginning July 1, 2012 through June 30, 2013
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5. HSOP Humane Officers will answer complaints relating to stray (unlicensed) dogs in the unincorporated areas of the County and the City of Parkersburg during normal business hours of the HSOP.

6. HSOP Humane Officers will attempt to pickup stray (unlicensed) dogs as set forth by Chapter 7, Article 10, Section 4 and Chapter 19, Article 20, Section 6 of State Code.
7. HSOP will investigate complaints regarding the possible neglect/cruelty of animals in the unincorporated areas of the County during normal business hours. If a complaint in the discretion of HSOP is well-founded, HSOP will notify law enforcement agencies. Together both parties will proceed with investigation. Law enforcement agencies or offices will pursue filing criminal charges as they deem it necessary and legally proper, with the exception of livestock as described below.

In accordance with the provisions of West Virginia Code Chapter 7, Article 10 §4, a Humane Officer shall take possession of any animal, including birds or wildlife in captivity, known or believed to be abandoned, neglected, deprived of necessary sustenance, shelter, medical care or reasonable protection from fatal freezing or heat exhaustion, or cruelly treated or used as defined in Sections 19 and 19(a), Article 8, Chapter 61. The foregoing does not apply to farm livestock, as defined in subsection (d), section two, article ten-b, chapter nineteen of this code, poultry, gaming fowl or wildlife kept in private or licensed game farms if kept and maintained according to usual and accepted standards of livestock, poultry, gaming fowl, wildlife or game farm production and management, nor to the humane use of animals or activities regulated under and in conformity with the provisions of 7 U.S.C. §2131 et seq. and the regulations promulgated thereunder.

However, in the case of livestock the following procedure is recommended prior to pursuing any legal actions.

- a. If during the course of an investigation the HSOP finds livestock in dire or extreme condition, they will contact a licensed veterinarian for further examination. If the veterinarian believes that these animals are in such poor condition to be at imminent risk, the HSOP will notify the County Commission of the situation as soon as possible and make a recommendation to the County as to next steps. Further action by the HSOP will occur only with the agreement of the County Commission.

6. HSOP Humane Officers will attempt to pickup stray (unlicensed) dogs as set forth by Chapter 7, Article 10, Section 4 and Chapter 19, Article 20, Section 6 of State Code.
7. HSOP will investigate complaints regarding the possible neglect/cruelty of animals in the unincorporated areas of the County during normal business hours. If a complaint in the discretion of HSOP is well-founded, HSOP will notify law enforcement agencies. Together both parties will proceed with investigation. Law enforcement agencies or offices will pursue filing criminal charges as they deem it necessary and legally proper, with the exception of livestock as described below.

In accordance with the provisions of West Virginia Code Chapter 7, Article 10 §4, a Humane Officer shall take possession of any animal, including birds or wildlife in captivity, known or believed to be abandoned, neglected, deprived of necessary sustenance, shelter, medical care or reasonable protection from fatal freezing or heat exhaustion, or cruelly treated or used as defined in Sections 19 and 19(a), Article 8, Chapter 61. The foregoing does not apply to farm livestock, as defined in subsection (d), section two, article ten-b, chapter nineteen of this code, poultry, gaming fowl or wildlife kept in private or licensed game farms if kept and maintained according to usual and accepted standards of livestock, poultry, gaming fowl, wildlife or game farm production and management, nor to the humane use of animals or activities regulated under and in conformity with the provisions of 7 U.S.C. §2131 et seq. and the regulations promulgated thereunder.

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- b. If during the course of an investigation the HSOP finds livestock to be in unacceptable condition but not in imminent danger and are unable to rectify the situation with the owner without legal action, the HSOP will notify the County appointed Livestock Committee for assistance. The Livestock Committee will be expected to respond to the HSOP request within 48 hours of being contacted by the HSOP. If they are unable to do so, the HSOP will notify the County Commission and seek direction.
 - 1) If the Livestock Committee is able to remedy the situation with the owner, they will notify the HSOP of the actions to be taken. The HSOP will offer to assist in any manner possible and follow up to ensure that the problems have been remedied.
 - 2) If the Livestock Committee is unable to assist with solving the problems identified, they will notify the HSOP accordingly. The HSOP and the Livestock Committee will meet with the County Commission to advise them of the situation before taking any further action. The HSOP will proceed based on the advice and direction of the County Commission.
 - 3) In all such cases involving livestock, the HSOP will provide a written report to the County of the results of livestock investigations, findings and resulting actions taken either by the HSOP and/or the Livestock Committee.
8. HSOP will provide twenty-four hour emergency services throughout the unincorporated areas of the county and the City of Parkersburg. Emergency calls are defined as:
 - a. Injured stray dogs and cats
 - b. Vicious dogs and cats
 - c. Assisting law enforcement in emergency situations such as motor vehicle accidents, DUI's, fires, and drug raids, where animals are involved.
9. Calls received from the public requesting services or aid that are outside of the services stipulated by this agreement to be provided by HSOP, will be referred as follows:
 - a. Calls pertaining to dead animals on a West Virginia State Road will be referred to the Division of Highways at 304-420-4595. HSOP

will remove dead animals on all roads not otherwise designated as West Virginia State Roads.

- b. Wildlife issues are referred to West Virginia Dept. of Natural Resources at number 304-420-4550.
 - c. HSOP will attempt to refer all other public requests for emergency services at telephone number 911.
10. A record of all animal intake, Humane Officer activity and the disposition of said animals shall be kept by the Humane Society, and a copy shall be furnished to the Sheriff and County Commission monthly. This report may be submitted by electronic facsimile (fax).
 11. HSOP's Executive Director will retain the designation as the legal County dog warden as appointed by the County Commission and shall designate Humane Officers as needed by the HSOP as authorized as such by the Sheriff and County in accordance with provisions of Chapter 7, Article 10, Section 1 and Chapter 19, Article 20, Section 6a of State Code.
 12. In consideration for such services to be provided by HSOP, the Commission shall pay HSOP for services rendered during the tenure of this Agreement, the sum of Twenty-Two Thousand Six Hundred Twelve Dollars and 33/100ths cents (\$22,612.33) for each month in advance during the term of this Agreement, payable monthly no later than the first day of each month, beginning July 1, 2012. If payment is not made to the HSOP within 30 days after the same is due, it shall be considered a violation of this agreement and services to be provided by HSOP will be suspended until such payment is satisfied.
 - a. In the event of suspension of services, HSOP will discontinue all services as defined herein, with the exception of that which is defined in Section 4 and pertaining to those animals that were taken into possession in the service area prior to the time of such suspension. Those animals will be maintained by HSOP until such time as they may be disposed of through the normal procedures and processes, and the Commission shall pay the HSOP \$10.00 for each day not to exceed ten days for each such animal.
 13. The primary term of this Agreement shall be effective from July 1, 2012 through June 30, 2013. Terms and provisions hereof shall apply after end of the primary term, unless this Agreement is canceled, or until a new agreement is consummated and service by HSOP is commenced.

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14. Any and all correspondence between the Commission and HSOP, to include issues, requests for information, complaints, or correspondence made via fax, hardcopy or e-mail, will initially be made to the Executive Director of the HSOP, and Marty Seufer, as County Administrator, on behalf of the Wood County Commission. The HSOP will confirm all correspondence by phone to: Marty Seufer.

County Contact References

Point of Contact: Marty Seufer, County Administrator
Fax: 304-424-1972
Email: seufer@woodcountywv.com
Phone No.: 304-424-1984
Emergencies: 911

HSOP Contact References

Point of Contact: Maryann Hollis, Executive Director
Fax: 304-485-4261
Email: hsop@hsop.org
Phone No.: 304-422-5541 Extension 110 or 304-615-0260.
Emergencies: 304-422-5541 or after business hours: 304-420-1717

15. Either party may terminate this Agreement upon ninety (90) days written notification to the other party.
16. In the event of a dispute about any of the terms or provisions of this Agreement, the aggrieved party will give notice to the non-aggrieved party that a dispute is being referred to arbitration. Both parties to this Agreement shall designate a person who is a resident of Wood County, West Virginia to serve on an arbitration panel that will consist of three persons, and the third member of the panel shall be designated by the said two panel members. If those two panel members are unable to agree on a third party, either or both of the parties hereto shall request the Chief Judge of the Circuit Court of Wood County, West Virginia to provide the names of five people who reside in the service area. The parties hereto shall alternately strike the names of two people from that list, and the remaining person shall become the third member of the arbitration panel. The arbitration panel shall meet within three days after the third member of the panel has been selected, such meeting to be held at a time and place to be agreed upon by all of the members of the panel, and at the latest five days after the selection of the third member of the panel. The rules for arbitration set forth under the laws of the State of West Virginia shall apply. The decision of the majority of the arbitrators shall be final and binding, and entered as a final judgment in the Circuit Court of Wood

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Fax: 304-424-1972
Email: seufer@woodcountywv.com
Phone No.: 304-424-1984
Emergencies: 911

HSOP Contact References

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Fax: 304-485-4261
Email: hsop@hsop.org
Phone No.: 304-422-5541 Extension 110 or 304-615-0260.
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County. Any damages awarded shall be limited to actual economic damages. The cost of the arbitrator will be divided between the parties unless agreed otherwise.

Approved:
The County Commission of Wood County

David Blair Couch, Commissioner

Date

Dr. Wayne Dunn , Commissioner

Date

Steven Gainer, Commissioner

Date

Approved:

Humane Society of Parkersburg

Maryann E. Hollis, Exec. Dir.

Date

County. Any damages awarded shall be limited to actual economic damages. The cost of the arbitrator will be divided between the parties unless agreed otherwise.

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The County Commission of Wood County

David Blair Couch, Commissioner

Date

Dr. Wayne Dunn , Commissioner

Date

Steven Gainer, Commissioner

Date

Approved:

Humane Society of Parkersburg

Maryann E. Hollis, Exec. Dir.

Date

7/26/12
70/121

JULY 26, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO WEST VIRGINIA PUBLIC PORT AUTHORITY GRANT 2008-GB-T8-K061-HELO. SAID REQUEST IS IN THE AMOUNT OF \$4,281.60.

ORDER


On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the West Virginia Public Port Authority Grant Number 2008-GB-T8-K061-Helo. The Request for Reimbursement is in the amount of four thousand two hundred eighty-one dollars and sixty cents (\$4,281.60). The Request for Reimbursement form and supporting documentation have been submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.


Documentation pertaining to the West Virginia Public Port Authority Grant is on file in the Office of the County Administrator

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/2052

Office of the County Commission of Wood County, West Virginia

Commissioners
David Blair Couch
COPY
Wayne Dunn
Steve Gainer



No. 1 Court Square
Suite 203
Parkersburg, WV 26101
Phone 304-424-1984

7/26/12
7/20/12

INVOICE

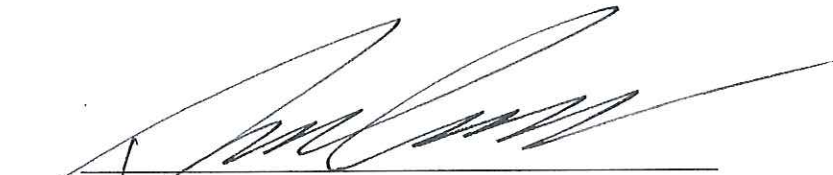
The Wood County Commission is hereby requesting reimbursement in the amount of **\$4,281.06** with regards to **GRANT NO.: 2008-GB-T8-K061- Helo Mounted FLIR System.**

• Davis Avionics \$4,281.06

TOTAL \$4,281.06

The total grant awarded was \$354,247, and the remaining funds will be used for the complete installation of the FLIR System which will be completed by September 30, 2012.

THANK YOU!



David Blair Couch, President

7/26/12
Date



Toni Tiano, Project Director

7/26/12
Date

Marty Seufer, County Administrator • Ph. 304-424-1976 • Fax 304-424-0194

Assessor
Rich Shaffer

Circuit Clerk
Carole Jones

County Clerk
Jamie Six

Prosecuting Attorney
Jason Wharton

Sheriff
Jeff Sandy

7/26/12
70/121

JULY 26, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: COUNTY DEPOSITORIES FOR 2012/2013

ORDER

Pursuant to Chapter 7, Article 6, Section 1, of the Official Code of the State of West Virginia, and it appearing proper to do so, it is hereby ORDERED that the following be, and they are hereby designated as County Depositories for Wood County, West Virginia, for the Fiscal Year 2012/2013.

BB&T, Parkersburg, West Virginia
Community Bank, Parkersburg, West Virginia
Huntington Bank, Parkersburg, West Virginia
United National Bank, Parkersburg, West Virginia

Wesbanco, Parkersburg, West Virginia – has not responded as of this date

This day there was presented Depository Bonds from the above named banks for the Fiscal Year 2012/2013, and it appearing to this Commission that all the bonds are continuing type bonds, and all filing updated lists of securities; upon a motion duly made, seconded and passed, the said updated lists of securities are hereby ORDERED to be made a part of the official records of the County Commission.

APPROVED:

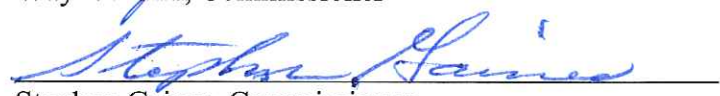
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner



Branch Banking and Trust Company

July 6, 2012

Funds Management
Mailcode: 151-90-01-30
4320 Kahn Drive, Bldg 1
P.O. Box 1489
Lumberton, NC 28359
(910) 272-2245
Fax (910) 272-2238

7/26/12
70/121

Wood County Board of Commissioners
#1 Court Square, Suite 203
Parkersburg, WV 26101-0000

Dear Valued Customer:

As of June 30, 2012, the following securities were held by Branch Banking & Trust Company as collateral to secure the deposits of Wood County Board of Commissioners:

Description	Rate	Maturity Date	Current Par Value	Market Value	Safekeeping Agent	Rating	Cusip
GNMA II ARM PL 82663	3.000	11/20/2040	530,661	558,489	FEDERAL RESERVE		36225ESZ1
			530,661	558,489			

Should you have any questions, please contact us at the number listed below. Thank you for banking with BB&T.

Sincerely,

Gay Leggett
Funds Management Operations
Banking Officer
(910) 272-2245
(800) 292-5689
FMPFPledging@bbandt.com



Community Bank[®]

www.communitybankpkbg.com

July 11, 2012

Wood County Commission
One Court Square, Suite 203
Parkersburg, WV 26101

RE: Depository Bonds

In response to your request for an updated list of securities pledged against the Wood County Commission's deposits held at Community Bank of Parkersburg, the following securities have been pledged:

#983255AP5 Wyoming CO WV BOE Revenue Bond 5.55% 05/01/14 Par value \$500,000

If you should have any questions, please contact me at 485-7991.

Sincerely,

Lorie A. Webb
Vice President

Member
FDIC

A Member of
The STAR Network



Downtown Parkersburg
631 Juliana Street
Parkersburg, WV 26101
(304) 485-7991

North Parkersburg
3906 Emerson Avenue
Parkersburg, WV 26104
(304) 485-0602

South Parkersburg
1620 Blizzard Drive
Parkersburg, WV 26101
(304) 422-7360

Vienna
2400 Grand Central Avenue
Vienna, WV 26105
(304) 295-4566

DEPOSITORY BOND
THE HUNTINGTON NATIONAL BANK

KNOW ALL MEN BY THESE PRESENTS:

THAT, The Huntington National Bank, a national banking association organized under the laws of the United States, is held and firmly bound unto the State of West Virginia, in the sum of **Twenty Thousand** and no/100 Dollars (**\$25,000**) the payment whereof well and truly to be made, it binds itself, its successors and assigns firmly by these presents.

Signed, sealed and dated this thirtieth of May, 2012.

WHEREAS, the **Wood County Sheriff** West Virginia, has designated the said Huntington National Bank at Columbus, Ohio, as a depository of public monies deposited by **Wood County Sheriff** and to remain such for a period beginning **July 1, 2012**, up to and including **June 30, 2013**, upon execution of proper bond in the penalty of not less than the maximum sum that shall be deposited in said Bank at any one time, and in lieu of a surety bond has authorized that said bond be secured by interest bearing securities pursuant to the laws of the State of West Virginia and to qualify as such depository by giving a proper bond secured as aforesaid.

NOW THEREFORE, the condition of the above obligation is such that if the above bound The Huntington National Bank shall receive, safely keep and pay over all the monies deposited by the said **Wood County Sheriff** which may be deposited in it or come into its custody as such depository of public monies deposited by **Wood County Sheriff** together with interest thereon at the rate from time to time agreed upon by **Wood County Sheriff** and the said depository, and shall further faithfully perform all the duties imposed by the laws of the State of West Virginia upon it as such depository, then the above obligation shall be null and void; otherwise to remain in full force and effect.

In order to secure prompt payment of any obligation or liability which may be incurred by said Bank, as in these presents contemplated by reason of the breach of any condition of this bond, the said Huntington National Bank has assigned, transferred, set over and delivered unto **Wood County Sheriff** all the securities and assets of said Bank listed in Schedule A hereof, and any additional securities which may hereafter be added thereto or pledged in the place or substitution of any of the securities now listed in said schedule, and the said Bank undertaking, covenanting and agreeing to pledge and keep pledged at all times securities of substantially the same value and marketability upon the approval of **Wood County Sheriff** of an aggregate face or par value equal to the sum of **Twenty Thousand** and 00/100 Dollars (**\$25,000**).

It is mutually covenanted and agreed by and between the said Bank and the said **Wood County Sheriff** that the said securities so pledged by said Bank shall be held for the benefit of **Wood County Sheriff** by Federal Reserve Bank of Cleveland as depository for said securities (the "Custodian"); and it is further mutually covenanted and agreed that in the event the **Wood County Sheriff** shall deposit or place with said Huntington National Bank, funds in excess of the aggregate amount of the face or par value of the securities listed in Schedule A, at any time, or from time to time, said Huntington National Bank shall thereupon notify said **Wood County Sheriff** and request said **Wood County Sheriff** to withdraw from deposit in said Bank funds, or any part thereof, in excess of the aggregate amount of the face or par value of the securities listed in Schedule A, or said **Wood County Sheriff** may require additional securities from said Bank in such sum as the **Wood County Sheriff** shall by order designate, and said Bank shall thereupon and simultaneously transfer and place with the Custodian, securities of the character described above, so that the aggregate amount of such securities, at par or face value shall equal the original penalty of this bond; and the amount of additional securities required of said Bank.

Upon default by said bank in the performance of any of its undertakings, covenants and promises in these premises contained in the discharge of any obligation imposed upon it by these presents, the said **Wood County Sheriff** is authorized to sell and transfer in whole or in part the securities and assets theretofore deposited under the provisions of these presents, and the Depository Agreement, such sale to

be made at public auction after due notice given to said Huntington National Bank and published in a newspaper of general circulation in **Wood County** once a week for two (2) successive weeks.

It is expressly understood that so long, and only so long, as said Bank is not in default in the performance of any of its covenants and obligations in these presents contained, it shall have the right to collect, receive and keep the interest accruing upon all of the securities and assets at any time pledged hereunder; and, if, during such period, any part of such interest shall be paid upon to **Wood County Sheriff** the same shall be delivered and paid unto said Bank. For the purpose of collecting the interest payable on the securities so pledged, The Huntington National Bank shall have access to such collateral, in conjunction with a representative of the Custodian, in order to detach interest coupons representing payable interest, or may have the Custodian to detach such coupons. Further the Custodian shall release and pay over to The Huntington National Bank monthly, without further order of **Wood County Sheriff**, free of the security interest created by this Agreement, all payments of principal and interest received from time to time on such securities, provided (i) that the value of the collateral shall at all times be maintained at or above the level herein prescribed and (ii) further that the Custodian shall not pay such principal or interest to The Huntington National Bank during any period in which The Huntington National Bank is in default under its obligations as a depository of public monies under the laws of West Virginia.

It is expressly understood and agreed that The Huntington National Bank shall have the right from time to time to withdraw any part of the above-mentioned collateral, upon substituting therefore other collateral meeting the same requirements as the securities listed in Schedule A, and further The Huntington National Bank shall have the right to withdraw any part of the collateral provided the money on deposit with said Bank does not exceed the amount of securities remaining as collateral security for the performance under the terms of this depository bond. Further the Custodian may automatically and without further consent or further order of **Wood County Sheriff** release and deliver to The Huntington National Bank, free of the security interest created by this Agreement, the pledged collateral in excess of the requirements of the value of pledge collateral of this Agreement.

The execution and delivery of this bond, the pledging of the assets in all respects in the same manner herein provided, and all of the terms and conditions of this bond were authorized and approved by the Senior Loan Committee of the Bank.

IN TESTIMONY WHEREOF, The Huntington National Bank has caused its corporate name to be hereunto subscribed by Jeff Lashley, its Vice President and its corporate seal to be hereunto affixed this thirtieth of May, 2012.

SEAL

THE HUNTINGTON NATIONAL BANK

By: Jeff Lashley

Its: Vice President

ATTEST:

By: Mac K. Hill

Senior Vice President

Title

Wood County Sheriff

SCHEDULE A

SECURITY INFORMATION

AMOUNT	DESCRIPTION	RATE	MATURITY	CUSIP
\$28,500.00	FLMC- MLAN	2.06%	01/15/2022	3134G3KS8

Dated: May 30, 2012



July 9, 2012

Public Funds Customer:

Attached is a list of securities pledged to secure your deposits with United Bank as of June 30, 2012. **Retain this list for your audit records.** If there was not adequate collateral to cover your deposits additional securities have been pledged on your behalf. If you should open any additional accounts with United Bank, please contact us. These accounts will need to be added to ensure your deposits are properly collateralized.

Please note if you have funds in an Overnight Repo Account, these funds are collateralized under your Repo Agreement and not under Public Funds.

If you should have any questions, please feel free to contact Larry Salyers at (304) 348-8396 or Jacquie Stanley at (304) 225-2408.

IP Pledged Securities

United Bank, Inc 12245
Parkersburg, WV
From 6/1/2012 To 6/30/2012

Customer ID: 12245
Report Date: 7/3/2012
PAS Rep: Renee Kennerly
Account Rep: Scott Plunkett / Rob Johnston

Cusip Grp	Intent Ticket	Description	Loc	Safekeeping Agent	Rate	Maturity	Original Face Par/Current Face	S & P Moody	Date Priced	Book Value Market Value	
PLEDGED TO: 78930 SHERIFF WOOD CO											
313378FA4 AGY	AFS 755776	FED HOME LN BK	107	WELLS FARGO	1.5500	03/13/2017	600,000.00 600,000.00	AA+ Aaa	06/29/2012	606,980.49 607,439.99	
3135G0KP7 AGY	AFS 773275	FED NATL MTG ASSN	107	WELLS FARGO	1.7500	05/03/2017	600,000.00 600,000.00	AA+ Aaa	06/29/2012	606,543.33 606,492.01	
350334CX4 MTO	AFS 102045	FOSTORIA OHIO CITY SCH DIST	107	WELLS FARGO	4.7000	12/01/2016	40,000.00 40,000.00	BBB Baa2	06/29/2012	40,000.00 40,107.60	
520390GE9 MTO	HTM 102122	LAWRENCE TWP N J SCH DIST	107	WELLS FARGO	4.4000	07/15/2012	125,000.00 125,000.00	AA Wr	06/29/2012	124,987.48 125,143.75	
3128ALEJ3 RMA	AFS 429918	FHLMC GOLD POOL #O20137	107	WELLS FARGO	6.5000	06/01/2030	1,396,713.00 251,984.85		06/29/2012	253,161.80 282,432.18	
31410KRL0 RMA	AFS 511735	FNMA POOL #889791	107	WELLS FARGO	5.0000	03/01/2023	500,000.00 149,168.18		06/29/2012	149,168.18 161,532.73	
36225AT91 RMA	AFS 102005	GNMA POOL #780576	107	WELLS FARGO	7.0000	12/15/2022	126,000.00 2,690.54		06/29/2012	2,693.99 3,247.61	
31400M3S9 RMA	AFS 110423	FNMA ARM POOL #692109	MULT	MULTIPLE LOCATIONS	5.2070	02/01/2033	1,000,000.00 135,037.49		06/29/2012	135,517.86 144,041.79	
36212YF99 RMA	AFS 102051	GNMA POOL #547492	MULT	MULTIPLE LOCATIONS	6.5000	04/15/2031	350,000.00 9,129.94		06/29/2012	9,130.55 10,608.17	
TOTAL PLEDGE FOR PLEDGE ID: 78930 SHERIFF WOOD CO											
Total Pledged: 9					Orig Face: 4,737,713.00		Current Face: 1,913,011.00		Market Value: 1,981,045.83		Book Value: 1,928,183.68

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