

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

IN RE: MINUTES OF MEETING HELD
MONDAY, DECEMBER 9, 2013

PRESENT: WAYNE DUNN, PRESIDENT
STEPHEN GAINER, COMMISSIONER
DAVID BLAIR COUCH, COMMISSIONER

At 9:00 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 from November 25, 2013.

Charlie Matthews was sworn in to the Wood County Building Commission (Oath: December 9, 2013)

AGENDA AND DISCUSSION ITEMS

At 9:08 A.M., the County Commission met with John Swales, president of the Washington Avenue Historical Community Association, along with two other representatives regarding their request for an advance for funding in the amount of \$3,000.00 on a Community Participation Grant. The commission asked that they attempt to obtain the funds themselves prior to the time the grant contract is received, and if they have not been successful they were asked to return to the commission to make their request at that time.

At 9:40 A.M., the County Commission addressed a possible lease revision with Westbrook Health Services located at 1011 Mission Drive, Parkersburg, WV. Prosecuting Attorney Jason Wharton presented the proposed lease revision. A concern was expressed by Commission Gainer regarding the removal of the Public Intoxication Center with no alternative services. (Order M/2621)

At 10:19 A.M., Mike St. Clair, County Coroner, met with the commission and informed them that Life Ambulance had closed their doors and are no longer in business in Wood County.

The County Commission appointed Terry Moore to the Wood County Airport Authority.
(Order A/1219)

The County Commission appointed Dave Hines to the Mid-Ohio Valley Airport Authority.
(Order A/1220)

The County Commission appointed Jeff McDougale to the Wood County Local Emergency Planning Commission. (Order A/1222)

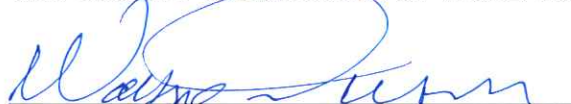
ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/2615, M/2616, M/2618, M/2619, M/2620, M/2621, A/1219, A/1220, A/1222

Having no further scheduled appointments or business to attend to, the County Commission officially adjourned at 10:40 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

To listen to this meeting, please refer to DVD labeled December 9, 2013.

Wood County Commission Meeting
Held December 9, 2013

Please Print

1.	Tan Grego
2.	Amber Heid
3.	JOHN SWANES
4.	Jason Wharton
5.	Mike St. CLAIR
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Wood County Commission Agenda

12/09/2013
1 Court Square, Suite 203
Parkersburg, WV 26101

9:00 AM	Administrator's Report	Marty Seufer, County Administrator
	Consider Washington Avenue Historical Community Association request for fund advance	
	Discuss Westbrook Lease (continued from 11/25/13)	
	Appoint Terry Moore to Wood County Airport Authority	
	Appoint Dave Hines to MOV Regional Airport Authority	
	Appoint Jeff McDougle to LEPC	
	County Commissioners' Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, impropers and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

12/9/13
70/403

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA


IN RE: THE COUNTY COMMISSION APPOINTED TERRY MOORE TO
THE WOOD COUNTY AIRPORT AUTHORITY

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, appointed Terry Moore to the Wood County Airport Authority. Said vacancy is due to the resignation of Jeff McDougle, whose term was set to expire June 30, 2015. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. Mr. Moore's term will expire June 30, 2015.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

A/1219

12/9/13
70/403

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

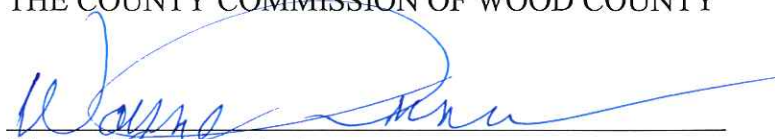
IN RE: THE COUNTY COMMISSION APPOINTED DAVE HINES TO
FILL A VACANCY ON THE MID-OHIO VALLEY AIRPORT
AUTHORITY.

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, appointed Dave Hines to fill a vacancy that exists on the Mid-Ohio Valley Airport Authority. Said vacancy is due to the fact that Jeff McDougale resigned and his term will expire September 24, 2014. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. Mr. Hines' term will expire September 24, 2014.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

A/1220

12/9/13
70404

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION APPOINTED JEFF MCDUGLE TO
THE WOOD COUNTY LOCAL EMERGENCY PLANNING
COMMITTEE.

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, appointed Jeff McDougle to the Wood County Local Emergency Planning Committee. Mr. McDougle's term will expire December 31, 2014. He is filling the unexpired term of Terry Moore.

Said appointment is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

A/1222

12/9/13
70/402

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY EXECUTE A RESOLUTION THAT AUTHORIZED WAYNE DUNN, AS PRESIDENT, TO EXECUTE THE GRANT CONTRACT IN REGARD TO THE GOVERNOR'S COMMUNITY PARTNERSHIP GRANT PROGRAM FOR THE AMERICAN RED CROSS.

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, did hereby EXECUTE a RESOLUTION that hereby AUTHORIZES Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to EXECUTE the Grant Program Contract in regard to the Governor's Community Partnership Grant Program application for the American Red Cross of the MOV furniture replacement Project (#13LEDA0252) in the amount of eleven thousand five hundred dollars and zero cents (\$11,500.00).

Pertinent documentation pertaining to the aforementioned Governor's Community Partnership Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2615

DECEMBER 9, 2013

12/9/13
70/402

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

COPY

RESOLUTION

WHEREAS, The State of West Virginia is sponsoring the Governor's Community Partnership Grant Program; and

WHEREAS, the Governor's Community Partnership Grant Program is designed to provide assistance to Counties and Municipalities in West Virginia to address economic development projects; and

WHEREAS, the County Commission of Wood County is an eligible applicant; and

WHEREAS, the Wood County Commission possesses certain economic development needs which would qualify it for participation in the Governor's Community Partnership Grant Program; and,

WHEREAS, the County Commission of Wood County has reviewed the contract for the listed grant project and accepts the conditions therein,


NOW THEREFORE, BE IT RESOLVED, that Wayne Dunn, in his official capacity as President, is AUTHORIZED to execute the Grant Program Contract in regard to the Governor's Community Partnership Program application for the following project:

AMERICAN RED CROSS OF THE MOV (#13LEDA0252) - \$11,500.00

RESOLVED this 9th day of **DECEMBER, 2013**.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

Certified to be a true copy of a Resolution adopted at a regular meeting of the County Commission of Wood County held on December 9, 2013.


Mark Rhodes, County Clerk

12/9/13
70/403

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE WAYNE DUNN, AS PRESIDENT, TO EXECUTE THE REQUEST FOR PAYMENT IN REGARD TO THE GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM FUNDING FOR THE VETERAN'S MEMORIAL. SAID REQUEST IS IN THE AMOUNT OF \$333.00.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch, and passed, did hereby authorize Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to EXECUTE the Request for Payment in regard to the GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM funding in the amount of three hundred thirty-three dollars and zero cents (\$333.00) allocated to the Veteran's Memorial (12LEDA0654).

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2616

**GOVERNOR'S COMMUNITY PARTNERSHIP GRANT PROGRAM
FINANCIAL REPORT/REQUEST FOR REIMBURSEMENT**

12/9/13
70/403

TO: West Virginia Development Office
Building 6, Room 553
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304-558-4010

FROM: Wayne Dunn, President
Name and Title
County Commission of Wood County
Grantee
1 Court Square, Suite 203
Address
Parkersburg, WV 26101
City State Zip
(304) 424-1984
Telephone Number
seufer@woodcountywv.com
Email Address

A progress report **MUST BE PROVIDED** with this Request for Payment as indicated below. Progress reports will be filed in the West Virginia Development Office and available for inspection.

PROJECT TITLE: Veteran's Memorial Grant No.: 13-417 Project No: 12LEDA0654

PERIOD COVERED BY THIS DOCUMENT: May 5, 2013 TO: December 4, 2013

DOCUMENT NUMBER: 5 PERCENT OF WORK COMPLETED ON PROJECT: 100%
IF MORE THAN 90% OF GRANT, SUBMIT CERTIFICATION OF COMPLETION.

Bidding shall be pursued for all projects: Three written bids required if project exceeds \$2,500.00; competitive bids, with affidavit of publication of Class II legal ad, required if project exceeds \$25,000.00 (West Virginia Code §59-3). Attach copies of requests for bids or legal ad and affidavit of publication, along with copies of all bids received. Requests for bids and legal ads must include reference to prevailing wage requirement for construction projects. The West Virginia Division of Labor requires payment of state prevailing wages for all construction, regardless of cost (West Virginia Code §21-5A).

I CERTIFY THAT BIDDING REGULATIONS WERE FOLLOWED: Y (Y/N)
I CERTIFY THAT STATE PREVAILING WAGES APPLIED TO CONSTRUCTION PROJECT(S): Y (Y/N)

COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	ATTACHED DOCUMENTS REQUIRED
Construction Improvements:						Legal Ad
Materials, Supplies, Equipment:	\$3,000.00	\$2,667.00	\$333.00	\$3,000.00	\$2,667.00	Request for Bids
Other:						Copies of Bids
	\$3,000.00	\$2,667.00	\$333.00	\$3,000.00	\$2,667.00	

PROGRESS REPORT: REQUEST FOR PAYMENT WILL NOT BE PROCESSED WITHOUT PROGRESS REPORT.
This phase of the memorial is complete with all pavers placed up to this date.

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement, and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract.


MAYOR OF COUNTY COMMISSION PRESIDENT
ORIGINAL SIGNATURE REQUIRED
(PLEASE USE BLUE INK)

Monday, December 09, 2013
DATE

DECEMBER 9, 2013

12/9/13
70/402

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$37,463.13 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE WV DIVISION OF CRIMINAL JUSTICE ASSISTANCE GRANT NUMBER 14-CC-09.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of thirty-seven thousand four hundred sixty-three dollars and thirteen cents (\$37,463.13) which represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the West Virginia Division of Criminal Justice Assistance Grant Number 14-CC-09. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 70, at Page 370 and bearing the date of October 17, 2013, at which time Wayne Dunn, in his official capacity as President, and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the WVDCJS Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

M/2618

12/9/13
70/402

DECEMBER 9, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$4,112.94 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE FORT BOREMAN TRAIL GRANT #S354-FOR/TB-1.00

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of four thousand one hundred twelve dollars and ninety-four cents (\$4,112.94) which represents reimbursement to Wood County for expenses incurred during the month of September, 2013 in regard to the Fort Boreman Trail Grant Number S354-FOR/TB-1.00. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 70, at Page 374 and bearing the date of October 28, 2013 at which time Wayne Dunn, in his official capacity as President, and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Fort Boreman Trail Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2619

DECEMBER 9, 2013

12/9/13
70/402

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$2,414.30 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE DIVISION OF CRIMINAL JUSTICE ASSISTANCE GRANT NUMBER 13-VA-036.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of two thousand four hundred fourteen dollars and thirty cents (\$2,414.30) which represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the Strategic Prevention Framework State Incentive Grant Number 13-VA-036. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 70, at Page 370 and bearing the date of October 17, 2013, at which time Wayne Dunn, in his official capacity as President, and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the WVDCJS Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2620

DECEMBER 9, 2013

12/9/13

70/403

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
WAYNE DUNN, AS PRESIDENT, TO EXECUTE A LEASE WITH
WESTBROOK HEALTH SERVICES, INC.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Wayne Dunn, and passed with Stephen Gainer voting in the negative, did hereby AUTHORIZE Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to EXECUTE a lease agreement with Westbrook Health Services, Inc. for utilization of property located at 1011 Mission Drive, Parkersburg, West Virginia. Said lease is for a period of twelve (12) months beginning January 1, 2014.

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

M/2621

12/9/13
70/403

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of the 1st day of January, 2014, by and between the parties whose names and addresses are set forth below and who shall hereafter be referred to by their respective titles "LANDLORD" and "TENANT", to-wit:

LANDLORD: Wood County Commission
ADDRESS: Wood County Courthouse
Parkersburg, West Virginia 26101

TENANT: Westbrook Health Services, Inc.
ADDRESS: 2121 7th Street
Parkersburg, West Virginia 26101

WITNESSETH: That for and in consideration of the rental to be paid by TENANT to LANDLORD, and the mutual covenants therein contained, the parties agree as follows:

LANDLORD leases to TENANT and TENANT rents from LANDLORD that premises situate in the City of Parkersburg, Wood County, West Virginia, hereinafter described, and more commonly known as 1011 Mission Drive, Parkersburg, West Virginia.

1. Description of Leased Premises: The premises referred to herein as the "Leased Premises" is more particularly described as follows:

All of that certain parcel, lot or tract of land situate in the District of Lubeck, County of Wood, State of West Virginia more particularly described as follows:

Beginning at a 3/4 inch iron pipe found on the easterly side of Mission Drive at the northwesterly corner of a 0.352 acre tract as shown on a plat by Paul K. Marshall, LLS, dated November 27, 1981, thence with the easterly side of Mission Drive N 32 07 E 263.01 feet to a 3/4 inch iron pipe set, thence S 55 57 E 184.14 feet to a 3/4 inch iron pipe set in the outside line and westerly line of Johnson Street, thence with the westerly line of Johnson Street S 34 W 263.67 feet to a 3/4 inch pipe found at the northeasterly corner of the above mentioned 0.352 acre tract, thence with the line of same N 55 41 W 175.49 feet to the beginning containing 1.086 acres, as more fully appears on that certain plat of 1.086 acres, prepared by Scott F. Stewart, P.L.S. #807, dated October 1, 1993.

2. Term of Lease: This Lease is for a period of one (1) year beginning January 1, 2014 and ending December 31, 2015. This Lease shall terminate, however, in the event that the Leased Premises are no longer being used, or are being made ready for use, by the TENANT or it's assigns, for substance abuse services to include crisis stabilization and residential treatment services.

3. **Rent:** The rental for the demised premises is the sum of One and 00/100 (\$1.00) Dollars, per year, payable annually on or before the 1st day of January of each year in which this Lease is in existence.

4. **Alteration by Tenant:** TENANT agrees not to make any changes, alterations or additions about the Leased Premises without first obtaining the written consent of the LANDLORD, which consent LANDLORD agrees shall not be unreasonably withheld. Any permanent improvements or alterations made to the demised premises shall be and remain the property of the LANDLORD. Any non-permanent or portable improvements made by the TENANT shall remain the property of the TENANT and may be removed from the premises by the TENANT at the expiration of this lease.

5. **Lawful and Moral Use:** The Leased Premises shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises, or improvements thereon, shall be used in any manner whatsoever in violation of the laws, rules or regulations of the United States, the State of West Virginia, or the County or Municipality in which the same is located.

6. **Nuisance:** TENANT agrees not to create or allow any nuisance to exist on said Leased Premises and to abate any nuisance that may arise, and for which TENANT is responsible, promptly and free of expense to LANDLORD.

7. **Maintenance by Tenant:** TENANT shall, at its expense, maintain the Leased Premises, and all improvements thereon, during the term of this Lease, in good condition, and shall maintain and keep the same in good working order and in compliance with all applicable governmental codes, rules and regulations.

8. **Utilities:** TENANT shall promptly pay when due all charges for electricity, water, gas or any other utility consumed in or on the Leased Premises and shall maintain such utility account(s) in the name of TENANT.

9. **Assignment – Subletting:** TENANT shall not have the right to assign, sublet or grant use or possession of the Leased Premises, or any part thereof, without the express written consent of the LANDLORD.

10. **Insurance:** TENANTS shall keep in force an insurance policy of comprehensive public liability insurance and property damage, with respect to the Leased Premises, in which the limits of coverage for bodily injury shall not be less than Five Hundred Thousand (\$500,000.00) Dollars, combined single limits and in which the coverage for property damage shall not be less than Three Hundred Thousand (\$300,000.00) Dollars, per accident, Property shall be insured against perils of all risks in the amount of One Hundred Thousand (\$100,000.00) Dollars. In addition to TENANT the policy shall also name LANDLORD as an additional insured. TENANT shall deliver to LANDLORD a certificate, or other evidence of the maintenance, of the aforesaid coverage.

11. **Access by Landlord:** LANDLORD and its agents shall have the right of reasonable inspection and shall have the right to enter the Leased Premises to whatever extent necessary or appropriate to enable LANDLORD to exercise all of its duties and rights under this Lease.

12. **Peaceable Enjoyment:** LANDLORD covenants and agrees with TENANT that said TENANT paying the rents and observing and keeping the covenants of the Lease on TENANT's part to be kept and performed shall lawfully, peaceably and quietly hold an occupy said premises during said term, or any renewal thereof, without any hindrance or molestation by the LANDLORD, or by anyone claiming by, from, through, or under said LANDLORD.

13. **Return of Premises:** TENANT will take good care of the premises and keep the interior free from filth or any nuisance and return the premises at the termination of this Lease, in as good condition as when received, usual wear and use excepted.

14. **Hold Harmless:** To the extent permitted by the laws of the State of West Virginia TENANT covenants and agrees with LANDLORD that during the term of this Lease, and any renewal term, TENANT will indemnify and save harmless LANDLORD against any and all claims, debts, demands or obligations which may be made against LANDLORD arising by reason, or in connection with the making of this Lease, and the ownership by TENANT of the interest created in this Lease, thereby excepting intentional or negligent acts or omissions of LANDLORD or its agents.

LANDLORD shall not be liable to TENANT for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Premises, or in any manner growing out of or connected with TENANTS's use and occupation of the Leased Premises, or the condition thereof, unless caused by the negligence or other fault of LANDLORD or its agents.

15. **Special Provision:** The TENANT shall provide at a minimum thirty-four (34) charity care bed treatments for inpatient treatment to Wood County residents on an annual basis during the term of this Lease. Priority shall be given inmates incarcerated on Wood County charges in consideration for placement in said bed space.

The TENANT shall provide, on a quarterly basis, a breakdown of the county of residence for all individuals treated on an in-patient basis at the Leased Premises. To protect the identity of those individuals receiving treatment, names shall not be provided. Said report shall include a breakdown of both charity-case, self-pay and insurance paid bed space.

In the event that the TENANT fails to comply with the reporting terms herein, or fails to provide a minimum of thirty-four (34) charity bed treatments as described herein, the Lease may be terminated for cause by the LANDLORD.

IN TESTIMONY THEREOF, the above named LANDLORD and TENANT have executed this instrument, in duplicate, on the 9th day of December, 2017.

WITNESS:



LANDLORD:
WOOD COUNTY COMMISSION

By: 

Its: President

WITNESS:

TENANT:
WESTBROOK HEALTH SERVICES, INC.

By: _____
Its: Executive Director

Check Register Report for Wood County Commission

Report Date/ Time: 12/2/2013 2:26:14PM

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1296	IRS-PAY	INTERNAL REVENUE SERVICE	REGULAR	11/27/2013	85,190.08	
1298	FSA	TASC	REGULAR		2,573.00	
154100	AMERICAN	AFLAC	REGULAR		390.74	
154101	CONSECOLIFE	CONSECO LIFE INSURANCE CO	REGULAR		169.04	
154102	EQUITABLE	THE EQUITABLE	REGULAR		42.26	
154103	MOVUNITED	UNITED WAY ALLIANCE OF TH	REGULAR		45.00	
154104	NRS	NATIONWIDE RETIREMENT SOL	REGULAR		2,855.83	
154105	OH ST TX	TREASURER OF STATE OF OHI	REGULAR		527.43	
154106	PUBLIC DE	ONE COMMUNITY FEDERAL CRE	REGULAR		17,598.00	
154107	WESTERNSO	WESTERN & SOUTHERN LIFE	REGULAR		275.83	
154108	WESTFIELD	LINCOLN NATIONAL LIFE INS	REGULAR		78.68	
154109	WVLOAN	WV CONSOLIDATED PUBLIC RE	REGULAR		1,113.48	
154172	WASHINGTONH	WASHINGTON NATIONAL INSUR	REGULAR		1,559.76	
154176	WESTERNSO	WESTERN & SOUTHERN LIFE	REGULAR		275.83	
PAYROLL FUND Bank Id 101 Totals					112,694.96	
Report Totals					112,694.96	

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pdf

12/9/13

Check Register Report for Wood County Commission

Report Date/ Time: 12/3/2013 10:27:44AM

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
154177	BOSLEY	BOSLEY RENTAL & SUPPLY IN	REGULAR	12/03/2013	230.00	
154178	DISH	DISH NETWORK	REGULAR		74.20	
154179	DOMINIONH	DOMINION HOPE	REGULAR		1,499.86	
154180	LEWISCOIRCLK	LEWIS COUNTY CIRCUIT CLER	REGULAR		109.05	
154181	MABC	MID-ATLANTIC BUSINESS COM	REGULAR		881.60	
154182	MCGUFFEY	MCGUFFEY TENTS	REGULAR		1,719.00	
154183	NATIONALD	NATIONAL DISTRICT ATTORNE	REGULAR		830.00	
154184	TAYLOR'S	TAYLOR'S TRASH REMOVAL	REGULAR		238.46	
154185	UNION WIL	UNION WILLIAMS PUBLIC SE	REGULAR		54.98	
154186	VENSEL	ANITA VENSEL	REGULAR		236.00	
154187	WATERBOY	WATERBOY LLC	REGULAR		16.50	
154188	WESBANCO	WESBANCO	REGULAR		50,000.00	
154189	WORKINGMA	WORKINGMAN'S STORE	REGULAR		164.00	
154190	WV HOSP I	WV PUBLIC EMP INS BOARD	REGULAR		16,737.00	
GENERAL FUND Bank Id 101 Totals					72,790.65	
Report Totals					72,790.65	

DRE

PM

Check Register Report for Wood County Commission

Report Date/ Time: 12/3/2013 10:24:10AM

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
5771	GEN CO FD	GENERAL COUNTY FUNDS	REGULAR	12/03/2013	120,376.92	
5772	JEFFERS	MARY BETH JEFFERS	REGULAR		9.10	
5773	SMC	SMC COMMUNICATIONS	REGULAR		85.65	
E-911 FUND Bank Id 107 Totals					<u>120,471.67</u>	
Report Totals					<u><u>120,471.67</u></u>	



Check Register Report for Wood County Commission

Report Date/ Time: 12/3/2013 10:31:49AM

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
317	UNITED B	UNITED BANK	REGULAR	12/03/2013	2,500.00	
SPECIAL BLDG FUND Bank Id 244 Totals					2,500.00	
Report Totals					2,500.00	

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Check Register Report for Wood County Commission

Report Date/ Time: 12/3/2013 10:33:36AM

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
5378	DOMINIONH	DOMINION HOPE	REGULAR	12/03/2013	216.66	
5379	LANCE	PHYLISS LANCE	REGULAR		550.00	
5380	MONPOWER	MON POWER	REGULAR		792.70	
5381	MOUNTAINEERGA	MOUNTAINEER GAS COMPANY	REGULAR		95.31	
5382	OLD COLONY J	OLD COLONY REALTORS	REGULAR		1,100.00	
5383	SPENCER W	CITY OF SPENCER WATERWORK	REGULAR		26.52	
5384	WOOD CO S	WOOD CO SENIOR CITIZENS A	REGULAR		1,500.00	
COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals					4,281.19	
Report Totals					4,281.19	

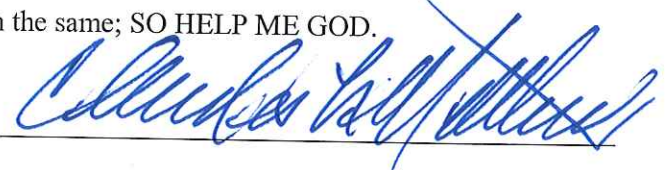


12/9/13
70/403

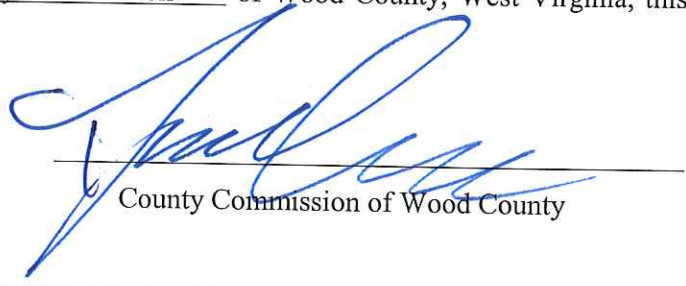
STATE OF WEST VIRGINIA
COUNTY OF WOOD

} TO -WIT:

I, Charlie Matthews, 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 the Wood County Building Commission 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 9th day of Dec., 2013.


_____ County Commission of Wood County