

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
MONDAY, JULY 24, 2017

PRESENT: DAVID BLAIR COUCH, PRESIDENT  
ROBERT K. TEBAY, COMMISSIONER  
JAMES COLOMBO, COMMISSIONER

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

The County Commission, upon a motion duly made, seconded and passed, approved minutes from July 3 and 6, 2017.

The County Commission, upon a motion duly made, seconded and passed, approved an Erroneous Assessment Application in regard to real property. Copy is attached to these minutes.

**AGENDA AND DISCUSSION ITEMS**

At 9:30 A.M., Lindsey Pierson from the Wood County Economic Development Authority updated the County Commission on their recent activity

At 9:43 A.M., the County Commission, upon a motion duly made, seconded and passed, announced that a vacancy exists on the Parkersburg/Wood County Public Library Board. Upon a motion duly made, seconded and passed, placed the name of Kaitlyn McKitrick in nomination.

(Order A/1793)

The 9:54 A.M., Donna Bowman took her oath of office as a Deputy Clerk for the Wood County Clerk's Office.

At 9:56 A.M., the County Commission met with Mark Rhodes, County Clerk. Mr. Rhodes gave them an update on his recent meeting in Washington D.C. as part of the election committee.

At 10:00 A.M., the County Commission held a public hearing in regard to the property located at 157 Larkmead Road that is in violation of the Abandoned and Dilapidated Building Ordinance. Mr. Deem stated he was unable to reach the owner of the property via mail or by the Sheriff's Process Servers. The County Commission, upon a motion duly made, seconded and passed, authorized Mr. Deem to work with the Wood County Prosecuting Attorney's Office to determine what action needs to be taken. (Order M/3716)

At 11:10 A.M., Steve Shaffer, Kathy Roedersheimer and Tim Northrup took their oaths of office as members of the Wood County Building Commission.

At 11:12 A.M., the Wood County Building Commission held an organizational meeting with the newly appointed members. At this time, they called their meeting to order and made Steve Shaffer the Chairman and Tim Northrup the Vice Chairman. Cathy Roedersheimer will be the Secretary and Treasurer. Attorney Cam Siegrist from Bowles Rice updated the Committee on current projects for the Committee. Attorney Dan Marshall updated them on the bond refinancing that the County Commission is look at for the Wood County Justice Center.

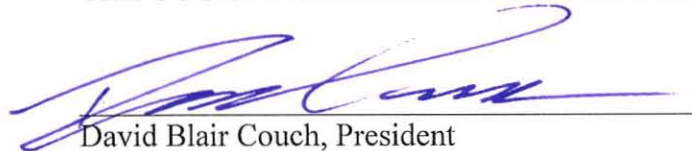
**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

M/3716, M/3717, A/1793

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 11:39 A.M.

APPROVED:

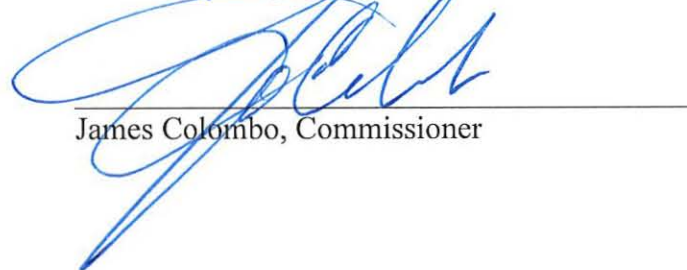
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled July 24, 2017.

Wood County Commission Meeting  
Held July 24, 2017

Please Print

1.	Lindsey Piersol, WCED
2.	STEPHEN SMITH
3.	Brian Ratz Library
4.	KATHLYN MYKITIUK
5.	Donna Bowman
6.	Cam Siegrist
7.	DAVE MARSHALL
8.	Tim Northrup
9.	Stephen Sullivan
10.	Kathleen Roedersheimer
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	





Wood County Commission  
Agenda

7/24/2017

1 Court Square, Suite 203  
Parkersburg, WV 26101

9:30 A.M.	Update from the Wood County Economic Development Authority	Lindsey Piersol
	Consider appointing Kaitlyn McKittrick to the Parkersburg/Wood County	
10:00 A.M.	Public Hearing to discuss property located at 157 Larkmead Road that is in violation of the Abandoned and Dilapidated Building Ordinance	Mike Deem, Compliance Officer
11:00 A.M.	Organization meeting with the newly appointed members of the Wood County Building Commission	
	Administrator's Report	Marty Seuffer, County Administrator
	County Commission Reports	

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

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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

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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, improprieties 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

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE WOOD COUNTY BUILDING COMMISSION OF NOT TO EXCEED \$[600,000] IN AGGREGATE PRINCIPAL AMOUNT OF WOOD COUNTY BUILDING COMMISSION LEASE REVENUE BONDS (WOOD COUNTY FIRE FIGHTERS ASSOCIATION, INC. PROJECT) SERIES 2017, IN ONE OR MORE SERIES, TO PROVIDE FUNDS TO FINANCE THE COSTS, NOT OTHERWISE PROVIDED, OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A TRAINING FACILITY FOR THE WOOD COUNTY FIRE FIGHTERS ASSOCIATION, INC.; AND APPROVING THE LEASING OF THE TRAINING FACILITY TO THE WOOD COUNTY FIRE FIGHTERS ASSOCIATION, INC., ALL AS MORE FULLY SET FORTH HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT AND A CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT; MAKING PROVISIONS FOR THE PRINCIPAL AMOUNT OF AND THE INTEREST RATE ON THE SERIES 2017 BONDS AND THE SALE OF THE SERIES 2017 BONDS; AND TAKING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE AND SALE OF SUCH SERIES 2017 BONDS.

WHEREAS, pursuant to the authority contained in Chapter 8, Article 33 of the Code of West Virginia of 1931, as amended (the "Enabling Act") the County Commission of Wood County (the "County Commission") created the Wood County Building Commission (the "Building Commission") for the purposes, among other things, of acquiring, purchasing, owning and holding any real or personal property; of acquiring, constructing, equipping, maintaining and operating public buildings, structures, projects and appurtenant facilities of any type for which the County Commission is permitted by law to expend public funds; of leasing any such property or any such part thereof for public purposes to such persons and upon such terms as the Building Commission deems proper; and of raising funds to be used for such purposes by the issue and sale of its revenue bonds; and

WHEREAS, the Wood County Fire Fighters Association, Inc., a West Virginia nonprofit corporation that is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code ("WCFFA"), has requested that the Building Commission issue its lease revenue bonds pursuant to the Enabling Act and certain provisions of Chapter 8, Article 16 of the Code of West Virginia of 1931, as amended (the "Bond Act") (the Enabling Act and the Bond Act are collectively referred to herein as the "Act") to finance the costs, not otherwise provided, of the acquisition, construction and equipping of a new training facility to be located at or near \_\_\_\_\_ in Wood County, \_\_\_\_\_, West Virginia (the "Project"); and

WHEREAS, the Building Commission proposes to issue its Lease Revenue Bonds (Wood County Fire Fighters Association, Inc. Project) Series 2017 (the "Series 2017



Bonds”), in one or more series, in the aggregate principal amount of not to exceed \$[600,000] to finance the costs of the Project; and

WHEREAS, the land upon which the Project will be constructed (the “Land”) will be conveyed to the Building Commission by the City of Parkersburg and the Building Commission will accept the Land; and

WHEREAS, in connection with the issuance of the Series 2017 Bonds, the Building Commission, as Lessor, and WCFFA, as Lessee, will enter into a Lease Agreement relating to the Land and the improvements thereon, including the Project to be constructed thereon (the “Lease Agreement”) to be dated as of the date of issuance of the Series 2017 Bonds (the “Closing”) or such other date as may be set forth in the supplemental resolution hereinafter described (the Lease Agreement and any other lease of any or all of the Land and the improvements thereon, including the Project to be constructed thereon permitted by the Bond Purchase Agreement, as hereinafter defined, are collectively referred to herein as the “Leases”); and

WHEREAS, the Series 2017 Bonds will be issued pursuant to a Bond Purchase Agreement among the Building Commission, the WCFFA and Pendleton Community Bank (the “Bond Purchase Agreement”); and

WHEREAS, the rentals from the Lease Agreement have been determined by the Building Commission to be at least sufficient to pay the principal of and interest on the Series 2017 Bonds; and

WHEREAS, the principal of and the premium, if any, and interest on the Series 2017 Bonds and all other payments provided for in the Bond Purchase Agreement will be secured by a pledge of the Leases and any other property or funds pledged under the Bond Purchase Agreement, and by a Credit Line Deed of Trust and Security Agreement encumbering the Land and the improvements thereon, including the Project to be constructed thereon (the “Deed of Trust”), and the Series 2017 Bonds will not constitute an indebtedness or liability of the State of West Virginia or the County Commission or a charge against any of the property thereof, or an obligation on the part of any officer or member of the Building Commission or the County Commission, and the Series 2017 Bonds shall be special limited obligations of the Building Commission payable solely from the payments to be made by the WCFFA pursuant to the Lease Agreement, from payments received pursuant to the other Leases and from the proceeds of any collateral expressly pledged to secure the payment of the Series 2017 Bonds; and

WHEREAS, no owner of the Series 2017 Bonds (as stated on the face thereof) shall ever have the right to compel the exercise of any taxing power of the State of West Virginia, the County Commission, or any other county, municipality or political subdivision of the State of West Virginia for the payment of such principal of or such premium, if any, or interest on the Series 2017 Bonds; and

WHEREAS, the Building Commission finds and determines that it has full power and authority to issue the Series 2017 Bonds and to make the pledges for the payment thereof as

are to be set forth in the Bond Purchase Agreement, to finance the costs of the Project, to enter into the Lease Agreement and the Deed of Trust, to grant a lien on and security interest in the Leases and the other assets pledged under the Bond Purchase Agreement, and to grant a lien on and security interest in the Land and the improvements thereon, including the Project as provided in the Deed of Trust, all pursuant to the Act, and that the Building Commission has taken or will take by the enactment of this Ordinance, subject to the public hearing thereon hereinafter provided for and the adoption of the supplemental resolution approving the form of such documents and the final terms of such Series 2017 Bonds, all actions necessary to authorize its proper officers to sign, seal and deliver the Series 2017 Bonds, the Lease Agreement, the Bond Purchase Agreement, the Deed of Trust and any other documents relating to the issuance of the Series 2017 Bonds;

WHEREAS, it is necessary to provide for the establishment of the principal amount of and the interest rate on the Series 2017 Bonds; and

WHEREAS, the Building Commission will establish the date of the Series 2017 Bonds, the Lease Agreement, the Bond Purchase Agreement and the Deed of Trust, if different from the date of Closing and will approve the forms of the Lease Agreement, the Bond Purchase Agreement and the Deed of Trust, by a Supplemental Resolution to be adopted by the Building Commission (the "Supplemental Resolution").

NOW, THEREFORE, BE IT ORDAINED by the Wood County Building Commission as follows:

**Section 1. Findings and Determination.** The Building Commission specifically finds and determines as follows:

(a) This Ordinance is adopted pursuant to and in accordance with the provisions of the Act, the Series 2017 Bonds shall be issued pursuant to the Act, and the Series 2017 Bonds shall contain a recital that they are issued pursuant to the Act;

(b) The purposes for issuing the Series 2017 Bonds include, among other things, the financing of the costs of the Project;

(c) It is necessary to have a special meeting on \_\_\_\_\_, 2017, at \_\_\_\_\_m. for the purposes of having a public hearing upon the adoption of this Ordinance; and

(d) The abstract of this Ordinance in the form of the notice set forth as Exhibit A hereto and made a part of this Ordinance as though set forth in full herein contains sufficient information as to give notice of the contents of this Ordinance.

**Section 2. Details of the Series 2017 Bonds.** (a) The Series 2017 Bonds shall be designated "Wood County Commission Lease Revenue Bonds (Wood County Fire Fighters Association, Inc. Project) Series 2017." The Series 2017 Bonds shall be dated as of the date of Closing or such other date as set forth in the Supplemental Resolution, shall be in the principal amount of not to exceed \$[600,000], shall be in the denomination of \$.01, or in any integral multiple thereof, shall bear interest from the date of the Series 2017 Bonds payable as set forth in the Bond Purchase Agreement to be executed in connection with the Series 2017 Bonds,



shall bear interest, which may be a variable rate, at an initial rate not to exceed [5.0]% per annum, and shall be issued in the form of term bonds, in one or more series, maturing no later than \_\_\_\_\_ 1, 20\_\_\_\_, but subject to mandatory redemption as to be set forth in the Bond Purchase Agreement and the Series 2017 Bonds. The exact number of Series 2017 Bonds, principal amount, interest rate or rates, interest and principal payment dates, mandatory redemption dates, optional redemption provisions and maturity date shall be as set forth in the Bond Purchase Agreement as executed by the Chairman of the Building Commission (the "Chairman"), such execution by the Chairman to be conclusive evidence of the approval by the Building Commission of such matters.

(b) The form of the Series 2017 Bonds and other details with respect thereto shall be as to be set forth in the Bond Purchase Agreement.

**Section 3. Security.** The Series 2017 Bonds shall be secured by the pledge effected by the Bond Purchase Agreement and by the encumbrances effected by the Deed of Trust and shall be payable from and secured by a pledge and assignment of the Leases and any other property or funds described in the Bond Purchase Agreement. The Series 2017 Bonds, the premium, if any, and the interest thereon are special limited obligations of the Building Commission and are payable solely from the revenues and funds derived pursuant to the Leases which revenues, funds and security have been pledged and assigned to Pendleton Community Bank as the original purchaser of the Series 2017 Bonds (the "Purchaser") to secure payment of the Series 2017 Bonds, and other amounts held under the Bond Purchase Agreement and the proceeds resulting from any sale of the Land and the improvements thereon, including the Project, under the Deed of Trust upon the occurrence of an event of default under the Series 2017 Bonds. The Series 2017 Bonds and the premium, if any, and the interest thereon shall never constitute an indebtedness of the State of West Virginia; the County Commission or the Building Commission within the meaning of any West Virginia constitutional provision or statutory limitation or a charge against any of the property of the aforementioned except as expressly provided herein; shall never constitute or give rise to a pecuniary liability of the County Commission or the State of West Virginia or a charge against the general credit or taxing power of the County Commission or the State of West Virginia, and shall never give any right against any member of the Building Commission.

**Section 4. Execution and Delivery.** The Series 2017 Bonds shall be executed and authenticated in accordance with the provisions of the Bond Purchase Agreement. Upon such execution and authentication, Series 2017 Bonds in an aggregate principal amount of not to exceed \$[600,000] shall be delivered and sold to the Purchaser or such other purchaser as may be designated in the Supplemental Resolution to be adopted by the Building Commission, provided that such Purchaser may allow banks to participate in such Purchaser's investment in the Series 2017 Bonds to the extent permitted by law.

**Section 5. Forms of Documents.** The forms of the Bond Purchase Agreement, the Lease Agreement and the Deed of Trust shall be considered and, if found acceptable to the Building Commission and its legal counsel, approved by the Supplemental Resolution to be adopted by the Building Commission.

**Section 6. Qualified Tax-Exempt Obligation Covenants.** The Building Commission hereby designates the Series 2017 Bonds as qualified tax-exempt obligations as defined in Section 265(b)(3)(B) of the Code. The Building Commission further certifies and covenants with the Bondholders that (i) neither the Building Commission nor any agency, board, subdivision, nor other subordinate entity of the Building Commission has heretofore, during the calendar year 2017, designated any tax-exempt obligation issued by the Building Commission, or by any such agency, board, subdivision or subordinate entity, as a qualified tax-exempt obligation; (ii) the Building Commission does not, as of the date hereof, reasonably expect to issue qualified tax-exempt obligations, including the Series 2017 Bonds, in excess of \$10,000,000 during calendar year 2017; and (iii) the Building Commission will not, during calendar year 2017, issue any additional tax-exempt obligations (other than private activity bonds other than qualified 501(c)(3) bonds), designating the same qualified tax-exempt obligations, if the effect of such designation would be to cause the total aggregate amount of qualified tax-exempt obligations of the Building Commission or any agency, board, subdivision, or subordinate entity of the Building Commission, issued during calendar year 2017, to exceed \$10,000,000.

**Section 7. Further Actions.** The Chairman, Secretary and other proper officers of the Building Commission are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance. Without limiting the generality of the foregoing, said officers are expressly authorized to give notice of and conduct a public hearing with respect to the Series 2017 Bonds and the Project as required by Section 147(f) of the Code.

**Section 9. Notice.** The Secretary of the Building Commission shall cause an abstract of this Ordinance with notice in substantially the form of Exhibit A attached hereto and incorporated in this Ordinance by reference to be published once a week for two consecutive weeks in The Parkersburg News and Sentinel. The public hearing shall be held on \_\_\_\_\_, 2017, at \_\_\_\_\_ .m., prevailing local time, in the County Commission Council Meeting Room, Wood County Courthouse, #1 Court Square, Parkersburg, West Virginia.

**Section 10. Effective Date.** This Ordinance shall become effective immediately upon the conclusion of the public hearing described in Section 9 above, provided, however, that if at the hearing described in Section 9 above the Building Commission determines that sufficient objections or suggestions have been raised, or that 30% or more of the freeholders of Wood County, West Virginia have filed written protests with respect to the financing provided for in this Ordinance, the Building Commission shall take such further action with respect to this Ordinance as it deems appropriate and in accordance with the Act.

DULY ENACTED by the Wood County Building Commission, a public corporation, in Parkersburg, West Virginia.

Passed on First Reading \_\_\_\_\_, 2017

Passed on Second Reading \_\_\_\_\_, 2017

Public hearing held on \_\_\_\_\_, 2017

WOOD COUNTY BUILDING COMMISSION

\_\_\_\_\_  
Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Secretary



## EXHIBIT A

### NOTICE

Notice is hereby given that on \_\_\_\_\_, 2017, at \_\_\_\_\_ .m., prevailing time, a public hearing will be held in the County Commission Meeting Room, Wood County Courthouse, #1 Court Square, Parkersburg, West Virginia, at which time and place all parties in interest may appear before the Wood County Building Commission (the "Building Commission") and may be heard as to whether the following described Ordinance enacted by the Building Commission shall be put into effect.

Notice is further hereby given that on \_\_\_\_\_, 2017, the Building Commission enacted an Ordinance ordering the issuance of not to exceed \$[600,000] in aggregate principal amount of the Wood County Building Commission Lease Revenue Bonds (Wood County Fire Fighters Association, Inc. Project) Series 2017, in one or more series (the "Bonds"), to finance the costs not otherwise provided of the acquisition, construction and equipping of a new training facility to be located on or near \_\_\_\_\_ in \_\_\_\_\_, West Virginia (the "Project"). The Ordinance further provides for the leasing of the land and improvements constituting the Project to the Wood County Fire Fighters Association, Inc., ("WCFFA"), a West Virginia nonprofit corporation that is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code (the "Lease").

The Bonds will be special limited obligations of the Building Commission payable solely from the revenues, rentals, and other monies received by the Building Commission pursuant to the Lease of the land and improvements constituting the Project and other security held pursuant to a bond purchase agreement described below, including without limitation a deed of trust lien on the land and improvements constituting the Project, and will not constitute a debt or liability of the County Commission of Wood County or the State of West Virginia.

The Bonds will be issued pursuant to a bond purchase agreement to be entered into among the Building Commission, the WCFFA, and the purchaser or purchasers of the Bonds to be designated by the Building Commission to authorize and secure the Bonds. The Building Commission will deliver the Bonds and receive the purchase price therefor, plus accrued interest, if any, to finance the costs of the Project. The Project and other land and improvements constituting the Project will be leased by the Building Commission to the WCFFA pursuant to the Lease.

A certified copy of the Ordinance is on file for review by interested persons during regular office hours in the office of the County Clerk, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, West Virginia.

Published at the direction of the Wood County Building Commission, this \_\_\_\_  
day of \_\_\_\_\_, 2017.

Secretary, Wood County Building Commission



AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE WOOD COUNTY BUILDING COMMISSION OF NOT TO EXCEED \$[1,400,000.00] IN AGGREGATE PRINCIPAL AMOUNT OF WOOD COUNTY BUILDING COMMISSION LEASE REVENUE BONDS (PARKERSBURG AND WOOD COUNTY PUBLIC LIBRARY PROJECT) SERIES 2017, IN ONE OR MORE SERIES, TO PROVIDE FUNDS TO FINANCE THE COSTS, NOT OTHERWISE PROVIDED, OF THE RENOVATION, IMPROVEMENT, FURNISHING AND EQUIPPING OF THE PUBLIC LIBRARY LOCATED AT 3100 EMERSON AVENUE, PARKERSBURG, WEST VIRGINIA, FOR THE PARKERSBURG AND WOOD COUNTY PUBLIC LIBRARY; APPROVING THE LEASING OF SAID LIBRARY TO THE PARKERSBURG AND WOOD COUNTY PUBLIC LIBRARY, ALL AS MORE FULLY SET FORTH HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, A CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT AND AN ASSIGNMENT OF LEASES; MAKING PROVISIONS FOR THE PRINCIPAL AMOUNT OF AND THE INTEREST RATE ON THE SERIES 2017 BONDS AND THE SALE OF THE SERIES 2017 BONDS; AND TAKING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE AND SALE OF SUCH BONDS.

WHEREAS, pursuant to the authority contained in Chapter 8, Article 33 of the Code of West Virginia, 1931, as amended (the "Enabling Act"), The County Commission of Wood County (the "County") created the Wood County Building Commission (the "Commission") for the purposes, among other things, of acquiring, purchasing, owning and holding any real or personal property; of acquiring, constructing, equipping, maintaining and operating public buildings, structures, projects and appurtenant facilities of any type for which the County is permitted by law to expend public funds, including without limitation public buildings for the citizens of Wood County; of leasing any such property or any such part thereof for public purposes to such persons and upon such terms as the Commission deems proper; and of raising funds to be used for such purposes by the issue and sale of its revenue bonds; and

WHEREAS, The Parkersburg and Wood County Public Library (the "Library") has requested that the Commission issue its lease revenue bonds pursuant to the Enabling Act and certain provisions of Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the "Bond Act") (the Enabling Act and the Bond Act are collectively referred to herein as the "Act") to finance the costs, not otherwise provided, of the renovation, improvement, furnishing and equipping of the public library located at 3100 Emerson Avenue, Parkersburg, Wood County, West Virginia, in accordance with the plans and specifications prepared by \_\_\_\_\_, to provide an improved public library for the citizens of Wood County (the "Project"); and

WHEREAS, pursuant to the Act, the Commission proposes to issue its Lease Revenue Bonds (Parkersburg and Wood County Public Library Project) Series 2017 (the "Series 2017 Bonds"), in one or more series, in the aggregate principal amount of not to exceed \$[1,400,000] to finance all or a portion of the costs of the Project and the costs of issuing the Series 2017 Bonds and the balance of the costs of the Project and of issuing the Series 2017 Bonds not paid with the proceeds of the Series 2017 Bonds will be paid with other funds of the Library lawfully available for such purpose; and

WHEREAS, the land and improvements thereon upon which the Project will be renovated, improved, equipped and furnished are located at 3100 Emerson Avenue, Parkersburg, West Virginia (the "Emerson Avenue Property") and have been previously conveyed to the Commission by the Library in connection with the issuance by the Commission of its Lease Revenue Bonds (Parkersburg and Wood County Public Library Project) Series 2015 issued on May 19, 2015, in the original aggregate principal amount of \$1,716,500 (the "Series 2015 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2015 Bonds, the Commission, as Lessor, and the Library, as lessee, entered into a Lease Agreement dated as of May 19, 2015 (the "2015 Lease Agreement") pursuant to which the Emerson Avenue Property and the leasehold estate located at 1807 Blizzard Drive, Parkersburg, West Virginia upon which a new library was being constructed with proceeds of such Series 2015 Bonds (the "New Library") were leased by the Commission to the Library; and

WHEREAS, in connection with the issuance of the Series 2017 Bonds, pursuant to and in accordance with the provisions of the Enabling Act, the Commission and the Library will enter into a First Amendment to the 2015 Lease Agreement (the "First Amendment to Lease Agreement") pursuant to which the Emerson Avenue Property and the New Library will continue to be leased by the Commission to the Library and additional rentals will be added to provide for the payments of principal and interest that will be payable with respect to the Series 2017 Bonds (the Series 2015 Lease Agreement as supplemented and amended by the First Amendment to Lease Agreement is referred to herein as the "Lease") (the Lease and any other lease of any or all of the Emerson Avenue Property and New Library permitted by the Bond Purchase Agreement, as hereinafter defined, are collectively referred to herein as the "Leases"); and

WHEREAS, the rentals to be paid by the Library under the Lease, to the extent the same is not cancelled by the Library, have been determined by the Commission to be at least sufficient to pay the principal of and interest on the Series 2015 Bonds and Series 2017 Bonds; and

WHEREAS, the Commission contemplates entering into a Bond Purchase Agreement or similar agreement (herein referred to as the "Bond Purchase Agreement") to be dated as of the date of Closing or such other date as may be set forth in a Supplemental Resolution, among the Commission, the Library and WesBanco Bank, Inc., as original purchaser of the Series 2017 Bonds (the "Original Purchaser") with respect to the sale and purchase of the Series 2017 Bonds; and



WHEREAS, the principal of and the premium, if any, and interest on the Series 2017 Bonds and all other payments provided for in the Bond Purchase Agreement will be secured by a pledge of the Leases, the encumbrance under the Deed of Trust and Assignment of Leases on the Emerson Avenue Property [and New Library] and any other property or funds pledged under the Series 2017 Bond Purchase Agreement and the Series 2017 Bonds will not constitute an indebtedness or liability of the State of West Virginia, the County, the Library (except as provided in the Lease and other documents executed in connection with the Series 2017 Bonds) or the Commission (except as provided in the documents executed in connection with the Series 2017 Bonds), or an obligation on the part of any officer or member of the Commission; and

WHEREAS, no owner of the Series 2017 Bonds (as stated on the face thereof) shall ever have the right to compel the exercise of any taxing power of the State of West Virginia, the County, or any other county, municipality or political subdivision of the State of West Virginia for the payment of such principal of or such premium, if any, or interest on the Series 2017 Bonds; and

WHEREAS, the forms of the Bond Purchase Agreement, the First Amendment to Lease Agreement, the Deed of Trust and the Assignment of Leases for use in connection with the Series 2017 Bonds will be presented to the Commission at a subsequent meeting for approval by the Supplemental Resolution hereinafter described; and

WHEREAS, the Commission finds and determines that it has full power and authority to issue the Series 2017 Bonds and to finance all or a portion of the costs of the Project with the proceeds thereof and to make the pledges for the payment thereof as are more particularly set forth in the Bond Purchase Agreement, and to enter into the Bond Purchase Agreement, the First Amendment to Lease Agreement, the Deed of Trust and the Assignment of Leases and to grant a lien on and security interest in the Leases and the other assets pledged under the Bond Purchase Agreement, or encumbered under the Deed of Trust and/or the Assignment of Leases, all pursuant to the Act, and that the Commission has taken or will take by the enactment and adoption of this Ordinance and the Supplemental Resolution hereinafter described, subject to the public hearing thereon hereinafter provided for, all actions necessary to authorize its proper officers to sign, seal and deliver the Series 2017 Bonds, the Bond Purchase Agreement, the Lease, the Deed of Trust and the Assignment of Leases; and

WHEREAS, the Deed of Trust and Assignment of Leases will be subject to the rights of the holder(s) of the Series 2015 Bonds with respect to the Deed of Trust and Assignment of Lease executed and delivered in connection with the Series 2015 Bonds; and

WHEREAS, the Commission will establish the exact principal amount and purchase price of and the interest rate or rates on the Series 2017 Bonds, the number of series of Bonds, as well as the date of the Series 2017 Bonds, the Bond Purchase Agreement, the First Amendment to Lease Agreement, the Deed of Trust and the Assignment of Leases, if different from the date of Closing, and redemption provisions, maturity date or dates and other terms and provisions of the Series 2017 Bonds, and will approve the forms of the Series 2017 Bonds, the Bond Purchase Agreement, the First Amendment to Lease Agreement, the Deed of Trust and the

Assignment of Leases by a Supplemental Resolution to be adopted by the Commission (the "Supplemental Resolution" whether one or more).

NOW, THEREFORE, BE IT ORDAINED by the Wood County Building Commission as follows:

**Section 1. Findings and Determination.** The Commission specifically finds and determines as follows:

(a) This Ordinance is adopted pursuant to and in accordance with the provisions of the Act, the Series 2017 Bonds shall be issued pursuant to the Act, and the Series 2017 Bonds shall contain a recital that they are issued pursuant to the Act;

(b) The purposes for issuing the Series 2017 Bonds include, among other things, the financing of all or a portion of the costs of the Project;

(c) It is necessary to have a special meeting on \_\_\_\_\_, 2017, at \_\_\_\_\_ m., or at such other time as may be determined by the Chairman of the Commission after consultation with the other members of the Commission, for the purposes of having a public hearing upon the enactment of this Ordinance; and

(d) The abstract of this Ordinance in the form of the notice set forth as Exhibit A hereto and made a part of this Ordinance as though set forth in full herein contains sufficient information as to give notice of the contents of this Ordinance.

**Section 2. Details of the Series 2017 Bonds; Authorization of the Project.**

(a) The Series 2017 Bonds shall be designated "Wood County Building Commission Lease Revenue Bonds (Parkersburg and Wood County Public Library Project) Series 2017" and shall be issued in one or more series as designated and described in the Supplemental Resolution. The Series 2017 Bonds shall be dated as of the date of Closing, or such other date as may be set forth in a Supplemental Resolution, shall be in the principal amount of not to exceed \$[1,400,000], shall be in the denomination of \$.01, or in any integral multiple thereof, shall bear interest from the date of the closing of the issuance of the Series 2017 Bonds (the "Closing") payable as set forth in the Bond Purchase Agreement to be executed in connection with the Series 2017 Bonds, shall bear interest, which may be a variable rate, at an initial rate not to exceed [5.0]% per annum, and shall be issued in the form of term bonds, in one or more series, maturing no later than [thirty (30)] years from the date of issuance, but subject to mandatory redemption as to be set forth in the Bond Purchase Agreement and the Series 2017 Bonds. The exact principal amount, interest rate or rates, interest and principal payment dates, mandatory redemption dates, optional redemption provisions and maturity date shall be as set forth in the Bond Purchase Agreement as executed by the Chairman of the Commission (the "Chairman"), such execution by the Chairman to be conclusive evidence of the approval by the Commission of such matters.

(b) The form of the Series 2017 Bonds and other details with respect thereto shall be as to be set forth in the Bond Purchase Agreement.



(c) The Project is hereby authorized and approved and the renovation, improvement, furnishing and equipping of the Project are hereby ordered.

**Section 3. Security.** The Series 2017 Bonds shall be secured by the pledge effected by the Bond Purchase Agreement and by the encumbrance effected by the Deed of Trust to be executed and delivered in connection with the issuance of the Series 2017 Bonds and the Assignment of Leases to be executed and delivered in connection with the issuance of the Series 2017 Bonds and the Series 2017 Bonds shall be payable from and secured by a pledge of the Leases and any other property or funds described in the Bond Purchase Agreement. The Series 2017 Bonds, the premium, if any, on and the interest thereon are special obligations of the Commission and are payable solely from the revenues and funds derived pursuant to the Leases, which revenues, funds and security have been pledged and assigned to the Original Purchaser to secure payment of the Series 2017 Bonds, and other amounts held under the Bond Purchase Agreement, including proceeds from the sale of the Emerson Avenue Property and/or the New Library pursuant to the Deed of Trust. The Series 2017 Bonds and the premium, if any, and the interest thereon shall never constitute an indebtedness of the State of West Virginia, the County, the Library (except as provided in the Lease and other documents executed in connection with the Series 2017 Bonds) or the Commission within the meaning of any West Virginia constitutional provision or statutory limitation; shall never constitute or give rise to a pecuniary liability of the County or the Library (except as provided in the Lease and other documents executed in connection with the Series 2017 Bonds) or a charge against the general credit or taxing power of the County, or the State of West Virginia, and shall never give any right against any member of the Commission.

**Section 4. Sale of Bonds.** The sale of the Series 2017 Bonds by the Commission to the Original Purchaser on the terms and conditions to be set forth in the Bond Purchase Agreement and upon the basis of the representations set forth therein is determined to be in the best interests of the Commission and is hereby approved. The final purchase price and other terms of the Series 2017 Bonds will be determined and set forth in the Supplemental Resolution and the Bond Purchase Agreement.

**Section 5. Execution and Delivery.** The Series 2017 Bonds shall be executed and authenticated in accordance with the provisions of the Bond Purchase Agreement. Upon such execution and authentication, the entire issue of the Series 2017 Bonds shall be delivered and sold to the Original Purchaser as provided in the Bond Purchase Agreement and the Supplemental Resolution, provided that such Original Purchaser may allow banks to participate in such Original Purchaser's investment in the Series 2017 Bonds to the extent permitted by law.

**Section 6. Qualified Tax-Exempt Obligation Covenants.** The Commission hereby designates the Series 2017 Bonds as qualified tax-exempt obligations as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). The Commission further certifies and covenants with the Original Purchaser and any subsequent holders of the Series 2017 Bonds that (i) neither the Commission nor any agency, board, subdivision, nor other subordinate entity of the Commission has heretofore, during the calendar year 2017, designated any tax-exempt obligation issued by the Commission, or by any such agency, board, subdivision or subordinate entity, as a qualified tax-exempt obligation; (ii) the



Commission does not, as of the date hereof, reasonably expect to issue qualified tax-exempt obligations, including the Series 2017 Bonds, in excess of \$10,000,000 during calendar year 2017 (excluding however obligations described in Section 265(b)(3)(C)(ii) of the Code); and (iii) the Commission will not, during calendar year 2017, issue any additional tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code), designating the same qualified tax-exempt obligations, if the effect of such designation would be to cause the total aggregate amount of qualified tax-exempt obligations of the Commission or any agency, board, subdivision, or subordinate entity of the Commission, issued during calendar year 2017, to exceed \$10,000,000.

**Section 7. Approval of Forms of the Series 2017 Bonds, Bond Purchase Agreement, First Amendment to Lease Agreement, Deed of Trust and Assignment of Leases.** The forms of the Series 2017 Bonds, Bond Purchase Agreement, First Amendment to Lease Agreement, Deed of Trust and Assignment of Leases shall be submitted to the Commission and, if the forms of said documents are reasonably acceptable to the Commission, may be approved by the Supplemental Resolution.

**Section 8. Execution of Documents; Further Actions.** The Chairman, Vice-Chairman, Secretary and other proper officers of the Commission are each hereby authorized and directed to execute and deliver on behalf of the Commission the Series 2017 Bonds, the Bond Purchase Agreement, the First Amendment to Lease Agreement, the Deed of Trust, the Assignment of Leases and any and all other papers and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance, including without limitation affixing the seal of the Commission on such documents as deemed necessary or appropriate by the Chairman, Vice-Chairman or Secretary.

**Section 9. Notice.** The Secretary of the Commission shall cause an abstract of this Ordinance with notice in substantially the form of Exhibit A attached hereto and incorporated in this Ordinance by reference to be published once a week for two consecutive weeks in The Parkersburg News and Sentinel. The public hearing shall be held on \_\_\_\_\_, \_\_\_\_\_, 2017, at \_\_\_\_\_ .m., prevailing local time, or at such other time as may be determined by the Chairman of the Commission after consultation with the other members of the Commission, in the County Commission Meeting Room, Wood County Courthouse, #1 Court Square, Parkersburg, West Virginia.

**Section 10. Effective Date.** This Ordinance shall become effective immediately upon the conclusion of the public hearing described in Section 9 above, provided, however, that if at the hearing described in Section 9 above the Commission determines that sufficient objections or suggestions have been raised, or that 30% or more of the freeholders of Wood County, West Virginia have filed written protests with respect to the financing provided for in this Ordinance, the Commission shall take such further action with respect to this Ordinance as it deems appropriate and in accordance with the Act.

DULY ENACTED by the Wood County Building Commission, a public corporation, in Parkersburg, West Virginia.

Passed on First Reading \_\_\_\_\_, 2017

Passed on Second Reading \_\_\_\_\_, 2017

Public hearing held on \_\_\_\_\_, 2017

WOOD COUNTY BUILDING COMMISSION

\_\_\_\_\_  
Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Secretary



## EXHIBIT A

### NOTICE

Notice is hereby given that on \_\_\_\_\_, \_\_\_\_\_, 2017, at \_\_\_\_\_ m., prevailing time, a public hearing will be held in County Commission Meeting Room, Wood County Courthouse, #1 Court Square, Parkersburg, West Virginia, at which time and place all parties in interest may appear before the Wood County Building Commission (the "Building Commission") and may be heard as to whether the following described Ordinance enacted by the Building Commission shall be put into effect.

Notice is further hereby given that on \_\_\_\_\_, 2017, the Building Commission enacted an Ordinance ordering the issuance of not to exceed \$\_\_\_\_\_ in aggregate principal amount of the Wood County Building Commission Lease Revenue Bonds (Parkersburg and Wood County Public Library Project) Series 2017, in one or more series (the "Bonds"), to finance the costs not otherwise provided of the renovation, improvement, furnishing and equipping of the Parkersburg and Wood County Public Library at 3100 Emerson Avenue, Parkersburg, Wood County, West Virginia (the "Project"). The Ordinance further provides for the execution and delivery of a First Amendment to Lease Agreement supplementing and amending the existing Lease Agreement by and between the Building Commission and the Library pursuant to which the Building Commission will continue to lease to the Parkersburg and Wood County Public Library (the "Library") the existing Public Library referenced above located at 3100 Emerson Avenue, Parkersburg, West Virginia (the "Existing Public Library") and the leasehold estate and improvements located at 1807 Blizzard Drive, Parkersburg, West Virginia upon which a new library has been constructed (the "New Library") the Existing Public Library and New Library having been previously transferred and assigned by the Library to the Building Commission.

The Series 2017 Bonds will be special obligations of the Building Commission payable solely from the revenues, rentals, and other monies received by the Building Commission pursuant to the Lease and any other permitted lease of the Existing Public Library and/or New Library and other security held pursuant to a bond purchase agreement described below and will not constitute a debt or liability of The County Commission of Wood County, the Library (except as provided in the Lease) or the State of West Virginia.

The Ordinance further provides for a bond purchase agreement to be entered into among the Building Commission, the Library and the original purchaser of the Series 2017 Bonds by which the Building Commission will assign to the original purchaser of the Series 2017 Bonds the right to receive rental and other payments under the Lease Agreement, as supplemented and amended by the First Amendment to Lease Agreement (the "Lease"), or other leases permitted by the bond purchase agreement or the deed of trust that will be executed and delivered by the Building Commission encumbering the Existing Public Library [and New Library] to further secure the owner or owners of the Series 2017 Bonds and the Building Commission will deliver the Series 2017 Bonds in return for the purchase price thereof to be used to pay a portion of the costs of the Project. The Existing Public Library and New Library

will initially continue to be leased by the Building Commission to the Library pursuant to the Lease.

A certified copy of the Ordinance is on file for review by interested persons during regular office hours in the office of the County Clerk, Wood County Courthouse, #1 Court Square, Parkersburg, West Virginia.

Published at the direction of the Wood County Building Commission, this \_\_\_\_ day of \_\_\_\_\_ 2017.

Secretary, Wood County Building Commission

May 4, 2017

Wood County Building Commission  
1 Government Square  
Parkersburg, WV 26101  
Attention: Sean Andrews

Dear Mr. Andrews:

Please be advised that, subject to the terms and conditions set forth below, **WesBanco Bank, Inc.** (the "Bank") has approved a Construction to Permanent loan in an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00) to Wood County Building Commission (the "Applicant") to provide funds for Commercial Real Estate Improvements. This preliminary approval is contingent upon compliance with all the terms and conditions as outlined below.

Approval. This approval is based upon and shall remain contingent upon the continued validity and accuracy, without adverse material change, of all of the information and material submitted to the Bank by the Applicant in connection with the application for this loan.

Expiration. This commitment will expire thirty (30) days from the date herein, unless that time is extended in writing by the Bank, or upon the Applicant's earlier written notification to the Bank that the Applicant does not desire to obtain this loan.

Term. The loan will be for a term not to exceed two hundred fifty two (252) months with twelve (12) months of interest only followed by two hundred forty (240) payments of principle and interest in an amount to fully amortize the balance.

Interest Rate. The loan shall bear interest equal to the Five (5) year SWAP rate plus 1.775%, fluctuating every five (5) years, with an initial interest rate of 3.710%.

The initial rate is "bank qualified tax exempt". In the event this loan no longer qualifies as "bank qualified tax exempt", the rate will revert to a market rate to be determined at that time.

Under no circumstances will the interest rate on the loan be less than 3.460% per annum.

INTEREST CALCULATION METHOD. Interest on the loan will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the loan will be computed using this method.

Fees. The Applicant agrees to pay a loan origination fee in the amount of 0.500% of the loan amount and a document preparation fee in the amount of Five Hundred Dollars (\$500.00), due at closing. The Applicant also agrees to reimburse the Bank for all loan-related expenses, including legal expenses incurred by it in conjunction with this transaction, whether or not it actually closes.

Collateral. Title-insured Deed of Trust on 3100 Emerson Avenue, Parkersburg, WV 26104



Conditions.

- (a) The Applicant and the Bank shall enter into a written loan agreement and such other documents as may be reasonably required, satisfactory to the Bank, providing for usual and customary representations and warranties, negative covenants, and affirmative covenants, specific insurance requirements, and such other terms and conditions as may be acceptable to the Applicant and to the Bank.
- (b) The Bank's form of loan agreement will be used, which may contain among other things restrictions on loans, investments, dividends and redemptions, mergers, sales of assets not in the ordinary course of business, issuance of securities, and change of corporate control, and provisions relating to maintenance of insurance, books and records, notices of default and other events, and compliance with other agreements.
- (c) The Applicant shall provide the Bank with opinions of counsel issued by attorneys acceptable to the Bank certifying that the liens created by the transactions shall be in the priorities specified on the property identified in the Collateral section of this commitment letter, and on such other aspects of the loan transaction as the Bank may reasonably require.
- (d) The Applicant agrees that should a default exist, including failure to pay upon final maturity, the interest rate on the loan shall be increased by adding a 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law. The interest rate increase will begin on the twelfth (12th) day following the scheduled due date of any payment and include any and all amounts due and owing at final maturity of the loan. Once the default is cured, the interest rate will return to the rate provided for the loan on the day following the date the payment is made curing the default. The default interest rate may result in increased payment amounts and may increase the final payment due at maturity.
- (e) Bank approval of a detailed budget and cash flow projection of total project costs provided by the Applicant.
- (f) Applicant to furnish to Bank a copy of the executed Construction Contract in form and substance satisfactory to the Bank.

- (g) Applicant to provide Bank with a listing of primary contractors, subcontractors, and suppliers to be used on the project.
- (h) Applicant to furnish to Bank a recent survey, prepared and certified by a qualified surveyor and providing that the improvements if constructed in accordance with the plans and specifications, shall lie wholly within the boundaries of the real estate pledged to secure the loan without encroachment or violation of any zoning ordinances, building codes, regulations, or setback requirements, together with such other information as Bank may require.
- (i) Applicant to provide evidence, satisfactory to Bank, of a construction insurance policy, (builder's risk) with extended coverage covering the improvements issued in an amount and by a company acceptable to Bank, containing a loss payable or other endorsement(s) satisfactory to Bank insuring Bank as mortgagee, together with such other endorsements as may be required by Bank. Also, evidence of general liability coverage as well as flood insurance coverage (if required), in an amount, and by a company satisfactory to Bank, will be required.
- (j) Applicant to obtain from general contractor, evidence of both general liability coverage and also of worker's compensation insurance by a company acceptable to Bank.
- (k) Bank to receive and approve a distribution schedule disclosing the date and percentage of completion of the work for each advance along with the projected amount of each such distribution.
- (l) Applicant to provide Bank with a detailed set of written plans and specification setting forth all improvements for the project.
- (m) Applicant to provide to Bank an ALTA Bank's extended coverage policy of Title Insurance with such endorsements as Bank may require, issued by a title insurance company acceptable to Bank, and in a form, amount, and content satisfactory to Bank containing no material exceptions.
- (n) Applicant will be required to assign the property rents to Bank.
- (o) Construction contractor shall provide a copy of their contractor's license prior to closing.
- (p) Each application for an advance shall be stated on a standard AIA payment request for or other form approved by the Bank.
- (q) Subject to AIA certificate and/or independent site inspection by an engineer, architect, or other qualified inspector acceptable to the Bank after a draw request and prior to funding.

- (r) Title updates, satisfactory to the Bank, will be ordered prior to funding each advance to the extent required by the title insurance provider.
- (s) Applicant shall obtain and attach to each application for an advance, including the advance to cover final payment to the General Contractor, evidence of invoice copies, signed and notarized affidavits and material men's lien waivers satisfactory to the Bank covering all labor, equipment, materials used, supplied, performed, or furnished prior to the advance request.
- (t) At the sole option of the Bank, advances in payment of sums due and under the Construction Contract, may be paid in the joint names of Applicant and the general contractor, subcontractor(s), or suppliers, by the Bank with the consent of the Applicant directly to the general contractor, subcontractor, or other parties, or by the Bank directly to the Applicant.
- (u) All requests for changes in the plans and specifications, construction contract or sub-contracts, other than minor changes involving no extra costs, must be in writing, signed by Applicant, architect and/or contractor, and delivered to the Bank for approval prior to performing any work pursuant to the change order.
- (v) Applicant required to maintain Net income greater than \$0.00, or a minimum liquidity of \$1.5 Million measured annually, defined as cash plus investments, reported within 120 days of receipt.
- (w) Subject to receipt of annual financial statements audited by a certified public account acceptable to the Bank. The audit is on Wood County Commission, not the specific applicant, Wood County Building Commission, reported within 120 days of receipt.
- (x) Subject to receipt of annual financial audit on Parkersburg-Wood County Public Library, reported within 120 days of receipt.

This loan shall be made by **WesBanco Bank, Inc.** only upon all of the terms and conditions set out above. If this offer is accepted by Applicant, subject to all of the above terms and conditions, please execute this letter and return it to **WesBanco Bank, Inc.** no later than thirty (30) days from the date herein. If the acceptance of this is not received by **WesBanco Bank, Inc.** by that date, it is void.

Sincerely,

Michael McCartney  
VP and Commercial Banker  
[MMcCartney@wesbanco.com](mailto:MMcCartney@wesbanco.com)  
304.905.7291

MM/ms



ACCEPTED BY:

Wood County Building Commission

BY: \_\_\_\_\_  
Sean Andrews

ITS: \_\_\_\_\_

PLEASE RETURN ONE (1) EXECUTED ORIGINAL TO WESBANCO BANK, INC. AND  
RETAIN THE OTHER FOR YOUR RECORDS.

William A. Loving, Jr., CLBB  
President/CEO  
bloving@yourbank.com



January 4, 2017

Wood County Building Commission  
c/o Wood County Commission  
#1 Court Square, Suite 205  
Parkersburg, West Virginia 26101

Wood County Fire Fighters Association, Inc.  
P. O. Box 811  
Parkersburg, West Virginia 26102

Ladies and Gentlemen:

Please be advised that, subject to the terms and conditions set forth below, **Pendleton Community Bank, Inc.** (the "Bank") has approved a non-revolving draw converting to term financing in an amount not to exceed Four Hundred Fifty Four Thousand Five Hundred Dollars (\$454,500.00) for the benefit of the Wood County Fire Fighters Association, Inc. (the "Association") to construct, furnish and equip a new training facility on Camden Avenue in Parkersburg, Wood County, West Virginia (the "Project").

The financing shall be structured as a lease revenue bond (the "Bond") issued by the Wood County Building Commission (the "Building Commission") with the Building Commission being the lessor and the Association being the lessee (the "Lease"). The repayment of the Bond shall be secured by a sole first priority deed of trust lien on the land and improvements thereon constituting the Project. The Association shall be obligated to pay rent pursuant to the Lease equal to the payments of principal and interest due on the Bond and shall have additional obligations to be set forth in the Lease, including without limitation, obligations to maintain, repair and insure the property subject to the Lease as well as the obligations set forth below. The Bond shall be a special, limited obligation of the Building Commission payable from the payments to be made by the Association and secured by the sole first priority deed of trust lien referenced above and any other collateral described herein.

This preliminary approval is contingent upon compliance with all the terms and conditions as outlined below.

P.O. Box 487, 1128 North Main Street, Franklin, WV 26037 / Phone 304.358.2311 / Fax 304.358.7997  
WV Financial Centers: Franklin, Petersburg, Moorefield, Marlinton, Wardensville  
VA Financial Centers: Harrisonburg  
[www.yourbank.com](http://www.yourbank.com)



Approval. This approval is based upon and shall remain contingent upon the continued validity and accuracy, without adverse material change, of all of the information and material submitted to the Bank by the Association in connection with the application for this financing.

Expiration. This commitment will expire sixty (60) days from the date hereof if it is not accepted within such time by the Association and the Building Commission, unless that time is extended in writing by the Bank, or upon the Association's earlier written notification to the Bank that the Association does not desire to obtain this financing. If accepted by the Association and the Building Commission, this commitment will expire if the transaction does not close within six (6) months from the date of such acceptance unless that time is extended in writing by the Bank.

Term/Repayment. The Bond shall have a term not to exceed three hundred (300) months from the date of closing with monthly payments of interest only for the first twelve (12) months. Thereafter, monthly payments of principal and interest for the first forty-eight (48) months will be in a fixed amount of Two Thousand Three Hundred Eighty-Three and 86/100 Dollars (\$2,383.86). The remaining two hundred forty (240) months of principal and interest will adjust every five (5) years contemporaneously with the interest rate adjustments described below to an amount sufficient to fully amortize the balance over the remaining term or amortization period.

Prepayment. The Bond may be prepaid in whole or in part at any time at par without a redemption premium or other penalty. No prepayment in part shall delay or postpone the due date of any subsequent installment of principal or interest payable with respect to the Bond.

Interest Rate. The Bond shall bear interest at a fixed rate of 3.95% for the first sixty (60) months. The remaining two hundred forty (240) months shall bear interest at the 5 Year Treasury Rate plus 1.95%, adjusted every five (5) years. For purposes of the foregoing, "5 Year Treasury Rate" means the Five-Year Treasury Constant Maturity, as published in the weekly Federal Reserve Statistical Release Form H.15 (519) in effect on each interest rate adjustment date.

INTEREST CALCULATION METHOD. Interest on the Bond will be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Bond will be computed using this method.



The provisions above relating to the interest rates applicable to the Bond are subject to the requirement that the Bond be a "qualified tax-exempt obligation" as described in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and that the interest on the Bond not be includable in the gross income of the holder thereof under the Code and under the laws of the State of West Virginia. If the Bond for any reason does not meet the foregoing requirements, then the interest rate on the Bond shall revert to a market rate to be determined by the Bank at that time.

Fees.

The Association agrees to pay an origination fee in the amount of \$6,810.00, being 1.5% of the original maximum principal amount of the Bond. The Association also agrees to reimburse the Bank for all costs and expenses relating to the Bond, the financing relating thereto and/or advances made thereunder, including the fees and expenses of Bond Counsel (estimated to be \$25,000) and any other legal expenses incurred by it in conjunction with this transaction, whether or not it actually closes. The Association acknowledges that no more than two percent (2%) of the issuance costs can be paid with the proceeds of the Bond and the Association agrees to pay from other monies of the Authority issuance costs above two percent (2%) of the proceeds of the Bond.

Late Charge.

If a payment is made more than 10 days after due date, the Association shall pay a late charge of 5% of the principal and interest billed, with a minimum of \$25.

Collateral.

1. Sole first lien deed of trust on the land and the improvements thereon and appurtenances thereunto belonging to the project located on Camden Avenue in Parkersburg, Wood County, West Virginia. The leasehold interest created by the lease between the Building Commission and the Association shall be assigned by the Building Commission and be subject to the deed of trust referenced above.

2. The Lease shall also be assigned to secure the repayment of the Bond.

3. The repayment of the Bond shall be secured by a sole first priority security interest in any personal property financed in whole or in part with proceeds of the Bond.

4. The Association, as lessor, shall enter into lease agreements with the following entities, as lessees, which shall obligate the respective lessees to pay annual rent in the respective amounts indicated below:

1.	The Blennerhassett Volunteer Fire Department, Inc.	\$1,700.00
2.	The Deerwalk Volunteer Fire Department	\$1,700.00

3.	East Wood Volunteer Fire Department, Inc.	\$1,700.00
4.	The Lubeck Volunteer Fire Department, Inc.	\$1,700.00
5.	Minerals Wells VFD, Inc.	\$1,700.00
6.	Pond Creek Volunteer Fire Department, Inc.	\$1,700.00
7.	Washington Bottom Volunteer Fire Dept., Inc.	\$1,700.00
8.	The Waverly Volunteer Fire Rescue & EMS Company, Inc.	\$1,700.00
9.	Williamstown Vol. Fire Co. Inc.	\$1,700.00
10.	Vienna Volunteer Fire Co.	\$1,700.00
11.	City of Parkersburg	\$6,000.00
12.	Wood County Technical Center	\$2,500.00
13.	Resa V	\$2,500.00

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The Association shall assign to the Bank the right to receive all rent and other revenue from such leases if a default occurs with respect to the Bond.

Guarantors:

The following entities shall be limited guarantors with respect to the repayment of the Bond. Each of the guarantor's liability shall be limited to the percentage indicated next to the guarantor's name of the unpaid principal, interest and other amounts owed to the Bank with respect to the Bond.

1.	The Blennerhassett Volunteer Fire Department, Inc.	10.00%
2.	The Deerwalk Volunteer Fire Department	10.00%
3.	East Wood Volunteer Fire Department, Inc.	10.00%
4.	The Lubeck Volunteer Fire Department, Inc.	10.00%
5.	Minerals Wells VFD, Inc.	10.00%
6.	Pond Creek Volunteer Fire Department, Inc.	10.00%
7.	Washington Bottom Volunteer Fire Dept., Inc.	10.00%
8.	The Waverly Volunteer Fire Rescue & EMS Company, Inc.	10.00%
9.	Williamstown Vol. Fire Co. Inc.	10.00%
10.	Vienna Volunteer Fire Co.	10.00%

Survival of  
Commitment:

The terms and conditions of this commitment shall be deemed to be incorporated into the terms and conditions set forth and in any and all Bonds, Notes, Lease Agreements, Deeds of Trust, Security Agreements, resolutions, other loan, lease or collateral documents executed in connection with this transaction and any and all subsequent renewals thereof (collectively, the "Loan Documents"). This commitment letter shall be considered binding as long as any indebtedness remains. A default under this commitment or any covenant thereof shall, at the option of the Bank, constitute an event of default under each of the Loan Documents.

Conditions.

- (a) The Association, Building Commission and the Bank shall enter into written agreements and such other documents as may be reasonably required, satisfactory to the Bank, providing for usual and customary representations and warranties, negative covenants, and affirmative covenants, specific insurance requirements, and such other terms and conditions as may be acceptable to the Building Commission, the Association and the Bank.
- (b) The agreements to be used will be prepared by Bowles Rice LLP, Bond Counsel, which agreements may contain among other things restrictions on loans, investments, mergers, sales of assets not in the ordinary course of business, issuance of securities, and change of corporate control, and provisions relating to maintenance of insurance, books and records, notices of default and other events, and compliance with other agreements.
- (c) The Association and/or Building Commission shall provide the Bank with opinions of counsel issued by attorneys acceptable to the Bank certifying that the liens created by the transactions shall be in the priorities specified on the property identified in the Collateral section of this commitment letter, and on such other aspects of the financing as the Bank may reasonably require.
- (d) The Building Commission and the Association agree that should a default exist, including failure to pay upon final maturity, the interest rate on the Bond shall be increased by adding a 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law. The interest rate increase will begin on the twelfth (12th) day following the scheduled due date of any payment and include any and all amounts due and owing at final maturity of the Bond. Once the default is cured, the interest rate will return to the rate provided for the Bond on the day following the date the payment is made curing the default. The default interest rate may result in increased payment amounts and may increase the final payment due at maturity.
- (e) Subject to an insurance policy, written by a company acceptable to the Bank, to insure against perils of fire, extended coverage vandalism, and malicious mischief, or multi-peril policy, including without limitation flood insurance (if required), in an amount acceptable to the Bank, and containing a thirty-day cancellation clause, naming Pendleton Community Bank, Inc. as mortgagee and loss payee.



(f) The Association and Guarantor(s) shall provide to the Bank on an annual basis a Financial Statement (including balance sheet and income statement), including all exhibits and schedules attached thereto for the duration of the financing, within 120 days of the end of the Association's and Guarantor(s)' fiscal year. In addition, both the Association and Guarantor(s)' will provide a copy of their annual Tax Return within 45 days of filing with the IRS.

(g) Bank approval of a detailed budget and cash flow projection of total project costs for the Project provided by the Association.

(h) Association to furnish to Bank a copy of the executed Construction Contract for the Project in form and substance satisfactory to the Bank.

(i) Association to provide Bank with a listing of primary contractors, subcontractors, and suppliers to be used on the Project.

(j) Association to furnish to Bank a recent survey, prepared and certified by a qualified surveyor and providing that the improvements if constructed in accordance with the plans and specifications, shall lie wholly within the boundaries of the real estate pledged to secure the repayment of the Bond without encroachment or violation of any zoning ordinances, building codes, regulations, or setback requirements, together with such other information as Bank may require.

(k) Association to provide evidence, satisfactory to Bank, of a construction insurance policy, (builder's risk) with extended coverage covering the improvements issued in an amount and by a company acceptable to Bank, containing a loss payable or other endorsement(s) satisfactory to Bank insuring Bank as mortgagee, together with such other endorsements as may be required by Bank.

(l) Association to obtain from general contractor, evidence of both general liability coverage and also of worker's compensation insurance by a company acceptable to Bank.

(m) Bank to receive and approve a distribution schedule disclosing the date and percentage of completion of the work for each advance along with the projected amount of each such distribution.

(n) Association to provide Bank with a detailed set of written plans and specification setting forth all improvements for the Project.

(o) Association to provide to Bank an ALTA lender's extended coverage policy of Title Insurance with such endorsements as Bank may

require, issued by a title insurance company acceptable to Bank, and in a form, amount, and content satisfactory to Bank containing no material exceptions.

(p) Construction contractor shall provide a copy of their contractor's license prior to closing.

(q) Each application for an advance shall be stated on standard AIA Application and Certificate for Payment form or other form approved by the Bank.

(r) Subject to AIA certificate and/or independent site inspection by an engineer, architect, or other qualified inspector acceptable to the Bank after a draw request and prior to funding.

(s) Title updates, satisfactory to the Bank, will be ordered prior to funding each advance to the extent required by the title insurance provider.

(t) Association shall obtain and attach to each application for an advance, including the advance to cover final payment to the general contractor, evidence of invoice copies, signed and notarized affidavits and material men's lien waivers satisfactory to the Bank covering all labor, equipment, materials used, supplied, performed, or furnished prior to the advance request together with such other documents as may be requested by the Bank.

(u) At the sole option of the Bank, advances in payment of sums due under the Construction Contract, may be paid by the Bank in the joint names of the Association and the general contractor, subcontractor(s), or suppliers, by the Bank with the consent of the Association directly to the general contractor, subcontractor, or other parties, or by the Bank directly to the Association.

(v) The Association is responsible to cover any cost overruns relating to the construction, furnishing and equipping of the Project.

(w) Subject to an "as built" appraisal resulting in a maximum loan to value of eighty percent (80%).

(x) The Association shall obtain the written consent of the Bank prior to engaging, alone or with others, in activities or operations involving the generation, transportation, storing or disposal of any hazardous substance, hazardous waste, hazardous material, toxic waste, contaminate, pollutant, dangerous waste or other material regulated by an federal, state or local environmental law or regulation, ("hazardous materials") as those terms are



defined by the Federal Comprehensive Environmental Response Compensation and Liability Act, or any other federal, state or local environmental law or regulation, other than in the ordinary course of the Association's present business and in accordance with all applicable laws and regulations.

(y) The Association shall notify Bank in writing if the Association becomes a defendant in any future litigation.

(z) The Association shall notify Bank in writing within 10 days of any change of its principal address or the location of any collateral.

(aa) The Association shall maintain the Association's legal existence and good standing in the State of West Virginia and comply with all laws, statutes, ordinances, rules and regulations applicable to it, its property and business.

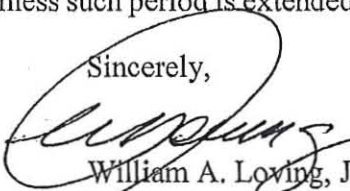
(bb) The Association shall provide Bank with access to and/or copies of all financial records of the Association upon not less than five- (5) days written notice from Bank.

(cc) The Association shall not sell, transfer, lease, pledge, mortgage, encumber, convey or assign any of the Association's assets without Bank's prior written consent.

This letter does not contain all of the terms and provisions that will be included in the various agreements and documents relating to the Bond and related financing described herein. The foregoing is only a summary of certain terms and provisions relating the Bond and related financing.

This financing shall be made by **Pendleton Community Bank, Inc.** only upon all of the terms and conditions set out above. If this offer is accepted by the Association and the Building Commission, subject to all of the above terms and conditions, please execute this letter and return it to **Pendleton Community Bank, Inc.** no later than sixty (60) days from the date hereof. If the acceptance of this is not received by **Pendleton Community Bank, Inc.** by that date, it is void. If this offer is accepted by the Association and the Building Commission within the period referenced above, this commitment will expire if the transaction does not close within six (6) months after the date of such acceptance unless such period is extended in writing by the Bank.

Sincerely,



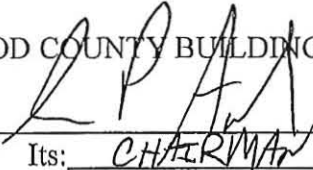
William A. Loving, Jr., CLBB  
President and CEO



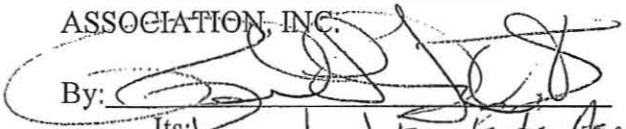
Wood County Building Commission  
Wood County Fire Fighters Association, Inc.  
January 4, 2017  
Page 9

**ACCEPTED BY:**

WOOD COUNTY BUILDING COMMISSION

By:   
Its: CHAIRMAN

WOOD COUNTY FIRE FIGHTERS  
ASSOCIATION, INC.

By:   
Its: President Tim Kyster  
Ward

**PLEASE RETURN ONE (1) EXECUTED ORIGINAL TO  
PENDLETON COMMUNITY BANK, INC.  
AND RETAIN THE OTHER FOR YOUR RECORDS.**

JULY 24, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A VACANCY EXISTS ON THE PARKERSBURG/WOOD COUNTY PUBLIC LIBRARY BOARD. THEY PLACED KAITLYN MCKITRICK IN NOMINATION.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, announced that a vacancy exists on the Parkersburg/Wood County Public Library Board. Said vacancy is due to the fact that Kim Stone's term expired June 30, 2017.

Upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, the County Commission placed Kaitlyn McKitrick in nomination.

The new term will expire June 30, 2022.

APPROVED:

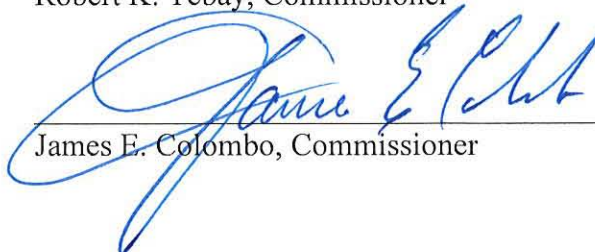
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/1793

Mark Rhodes  
WOOD County 02:08:50 PM  
Instrument No 8758815  
Date Recorded 07/24/2017  
Document Type ORD  
Pages Recorded 1  
Book-Page 73-475

JULY 24, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA


IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
THE COMPLIANCE OFFICER TO CONTACT THE  
PROSECUTOR REGARDING PROPERTY AT 157  
LARKMEAD ROAD.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, did hereby AUTHORIZE Wood County Compliance Officer, Mike Deem, to work with the Wood County Prosecuting Attorney's Office to determine what action needs to be taken to properly notify the owners of property located at 157 Larkmead Road, Parkersburg, West Virginia. Said property has been found to be in violation with the Wood County Abandoned and Dilapidated Properties Ordinance. The Compliance Office has been unsuccessful in contacting the owners via U.S. Mail or Sheriff's Civil Service.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Robert K. Tebay, Commissioner

  
James E. Colombo, Commissioner

M/3716

Mark Rhodes  
WOOD County 02:12:52 PM  
Instrument No 8758818  
Date Recorded 07/24/2017  
Document Type CDD  
Pages Recorded 1  
Book-Page 73-478



JULY 24, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE AN  
ACCEPTANCE LETTER FOR A STERNWHEEL FESTIVAL  
GRANT.


**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo, 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 EXECUTE an Acceptance Letter with the West Virginia Division of Culture and History. Said grant is in the amount of one thousand seven hundred eighty-two dollars and zero cents (\$1,782.00).

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President  
\_\_\_\_\_  
Robert K. Tebay, Commissioner  
\_\_\_\_\_  
James E. Colombo, Commissioner

M/3717



# Fiscal Year 2018 Fairs & Festivals Grant

## ACCEPTANCE LETTER INVOICE

Grant/Invoice No: FF18-743

IN:

**Fairs and Festivals Grant Appropriation: \$1,782.00**

**Sternwheel Festival / Wood Co Commission**

1 Court Sq-Suite 203  
Parkersburg, WV 26101

I accept the Fiscal Year 2018 appropriation and understand and agree to the terms outlined on the Instruction Sheet and State Agency Grant Awards Accountability Requirement (SAGA) sheet. I understand that all expenditures from the grant must be in support of programs occurring between July 1, 2017 through June 30, 2018 (Fiscal Year 2018).

Under penalty of law for false swearing (WV Code §61-5-3), Sternwheel Festival / Wood Co Commission certifies that by signing this grant agreement that Sternwheel Festival / Wood Co Commission and all related parties have filed all reports for state grants received as required under WV Code §12-4-14.

[Signature] 7-24  
Signature Date Signed  
DAVID BLAIR COUCH Commission  
Print Name Print Title PRESIDENT

STATE OF WEST VIRGINIA  
COUNTY OF WOOD

I, Annanda J. Dennis, a notary public in and for said state, do hereby certify that David Blair Couch whose name is signed to the writing above, has this day acknowledged the same before me.

Given under my hand this 24th day of July, 20 17  
My Commission expires February 21, 2021  
[Signature]  
Notary Public

**Event must take place in the following months (Fiscal Year 2018) - CIRCLE MONTH OF EVENT:**

July 17 \* Aug 17 \* Sept 17 \* Oct 17 \* Nov 17 \* Dec 17 \* Jan 18 \* Feb 18 \* Mar 18 \* Apr 18 \* May 18 \* June 18

     Check if event is ongoing (Year Round)

**For DCH use only:**

GRTAWD: 1800000627  
Vendor: 000000212365  
ACT: 12200

I certify that payment should be issued in accordance with the appropriation designated in the Fiscal Year 2018 Division of Culture and History budget.

Division of Culture and History

Date

AMOUNT DUE: \$                     

                     Special Handle

Mark Rhodes  
WOOD County 02:10:48 PM  
Instrument No 8758816  
Date Recorded 07/24/2017  
Document Type 000  
Pages Recorded 2  
Book-Page 73-476

mailed 7/28/17



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Real Estate**

Description

LOT COVERT STREET 35X60

Tax Ticket: **16577** ✓

Tax Year: **2011** ✓

Upon the application of **DE BERRY FRANK W** whose address is **502 BARCLAY APT D BELPRE, OH 45714-0000** aggrieved by an erroneous assessment in PARKERSBURG District (05) Map 70 Parcel 01370000, in the County of Wood, for the **2011** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2011** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**DUE TO A CLERICAL ERROR, PROPERTY WAS IN CLASS 4 BUT SHOULD HAVE BEEN IN CLASS 2 BEING OWNER OCCUPIED.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2011	BILLING	4	258.54	2.911520	4	8,880
07/19/2017	PENDING EXONERATION	4	-129.28	2.911520	4	0
			Adjusted Net Taxes			Adjusted Net Value
			129.26			8,880

Map 70 Parcel 01370000

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on July 24, 2017

JUL 24 2017

County Administrator

Mark Rhodes  
WOOD County 01:57:29 PM  
Instrument No 8758810  
Date Recorded 07/24/2017  
Document Type CDD  
Pages Recorded 1  
Book-Page 73-470

By: Karen Degraef

Application Printed On

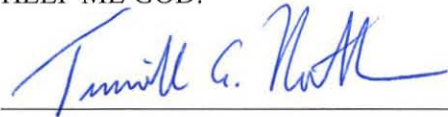
Wednesday, July 19, 2017 12:11 pm



STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, Tim Northrup, 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 the County Commission of Wood County, West Virginia, this  
24th day of July, 2017.


  
County Commission of Wood County

Mark Rhodes  
WOOD County 02:05:40 PM  
Instrument No 8758813  
Date Recorded 07/24/2017  
Document Type CDD  
Pages Recorded 1  
Book-Page 73-473

STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, Steve Shaffer, 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 the County Commission of Wood County, West Virginia, this  
24th day of July, 2017.

  
County Commission of Wood County

Mark Rhodes  
WOOD County 02:07:46 PM  
Instrument No 8758814  
Date Recorded 07/24/2017  
Document Type CCD  
Pages Recorded 1  
Book-Page 73-474

STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, Donna Bowman, 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 Deputy Clerk 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 the County Commission of Wood County, West Virginia, this  
24th day of July, 2017.

  
County Commission of Wood County

Mark Rhodes  
WOOD County 02:01:02 PM  
Instrument No 8758811  
Date Recorded 07/24/2017  
Document Type CDD  
Pages Recorded 1  
Book-Page 73-471



STATE OF WEST VIRGINIA  
COUNTY OF WOOD

} TO -WIT:

I, Kathy Roedersheimer, 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.

Kathy Roedersheimer

Subscribed and sworn to, before the County Commission of Wood County, West Virginia, this  
24th day of July, 2017.

[Signature]  
County Commission of Wood County

Mark Rhodes  
Wood County 02:02:32 PM  
Instrument No 8758812  
Date Recorded 07/24/2017  
Document Type CDD  
Pages Recorded 1  
Book-Page 73-472