

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held June 17, 1982

PRESENT: President, Holmes R. Shaver
Commissioner, William C. Parrish
Commissioner, Dexter L. Buckley, Jr.

At 9:30 a.m. the Commission met with Attorney, Eugene Hague, Jr., and representatives from Amax Environmental Services, Inc. The representatives met with the Commission to inform them that upon careful and extensive review and study by N.R.C. (Nuclear Regulatory Commission), the agency is issuing a license to AMAX to authorize the stabilization of radioactive contaminated soils located at the former AMAX Specialty Metals Corporation site, located eight miles southwest of Parkersburg, West Virginia. The representatives pointed out that the approved plan involves the consolidation of low-level radioactive contaminated soils into an area which will be protected from precipitation and will guard against groundwater contamination by means of an impervious clay cover and a layer of top soil. After the radioactive contaminated soil is stabilized in the ten acre site, the remainder of the AMAX property can be restored to productive, unrestricted use.

Upon advertisement to bid to renovate the Domestic Violence Shelter of Parkersburg, Wood County, West Virginia, and situate at 1114- 7th Street, the County Commission upon the motion of Commissioner William C. Parrish, seconded by Commissioner Dexter L. Buckley, Jr., and made unanimous by Commission President, Holmes R. Shaver, agreed to accept and approve the low bid as submitted by Partitions Incorporated of West Virginia, P.O. Box 5027, Vienna, WV. 26105, in the total amount of \$59,950.00 to

furnish all material and labor to renovate the Domestic Violence Shelter. Alternates in regard to bid are to be contingent upon funds being available through the Domestic Violence Coalition of Parkersburg. A copy of this ORDER is in attachment.

Also, on this day the Commission agreed to enter into an Agreement by and between the Wood County Commission and the state of West Virginia Governor's Summer Youth Program (Sub-Grantee) Agreement. This Agreement between the Wood County Commission as the sub-grantee, and the Employment and Training Office, as the Grantee, is for the purpose of the operation of the Fiscal Year 1982 Governor's Summer Youth Program (GSYP) under Title IIB of the Comprehensive Employment Training Act of 1973, as amended. The Grantee allocates to the sub-grantee the following positions; 40 Laborers, 20 Maintenance, 15 Clerical, for the period of time from June 29, 1982 to August 11, 1982. A copy of this Agreement is in attachment.

The Commission upon the motion of Commissioner William C. Parrish, seconded by Dexter L. Buckley, Jr., and made unanimous by Commission President, Holmes R. Shaver agreed to accept and approve an Inducement Agreement & Resolution, WHEREAS, the County Commission has been informed by Shoney's Inc., acting hereunder by and through F. L. Morehead, its duly Authorized Agent, that the Company proposes to acquire, construct and equip a new restaurant facility in Wood County, West Virginia, and to remodel and improve an existing restaurant facility. It is estimated by the Company that the acquisition, construction and installation of the proposed Project will require expenditures currently estimated at \$650,000.00. A copy of both the Inducement Agreement and Resol-

ution are on file in the office of the Wood County Administrator.

The following Purchase Orders were received and approved by this Commission:

Purchase Order #6100, to I.B.M. Corp., in the amount of \$70.00, for the Tax Department.

Purchase Order #6120, to Best Office Equipment, in the amount of \$456.09, for the Tax Department.

Purchase Order #6131, to Hobart Kitchenmaid, in the amount of \$32.00, for the Maintenance Department.

Purchase Order #6134, to Parkersburg Office Supply, in the amount of \$246.40, for the Prosecuting Attorney's Office.

Purchase Order #6135, to Parkersburg Office Supply, in the amount of \$472.50, for the Cooperative Extension Office.

Purchase Order #6136, to Copier Word Processing, in the amount of \$43.00, for the Planning Commission.

Purchase Order #6137, to Parkersburg Office Supply, in the amount of \$9.24, for the County Clerk's Office.

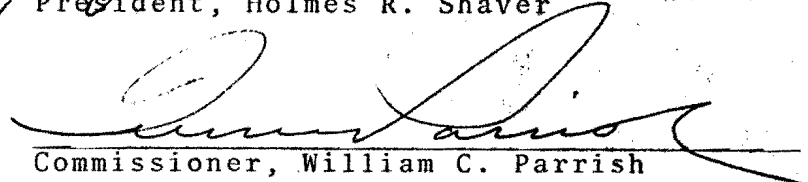
Purchase Order #6138, to Tri-State Wholesale, in the amount of \$138.00, for the Correctional Center.

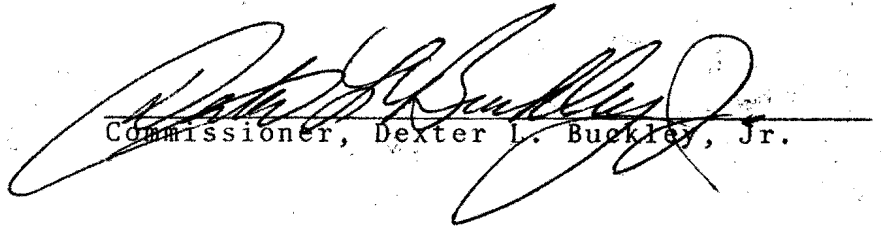
Purchase Order #6139, to H & I Wholesale, in the amount of \$6.10, for the Correctional Center.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


President, Holmes R. Shaver


Commissioner, William C. Parrish


Commissioner, Dexter L. Buckley, Jr.

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

RESOLUTION PROPOSING THE ISSUANCE OF COMMERCIAL
DEVELOPMENT REVENUE BONDS BY THE COUNTY COMMISSION
OF WOOD COUNTY, WEST VIRGINIA,

SHONEY'S, INC. PROJECT

WHEREAS, the County Commission of Wood County, West Virginia, (the "Commission"), has been informed by SHONEY'S, INC., (the "Company"), acting hereunder by and through F.L. Morehead, its duly authorized Agent, that the Company proposes to acquire, construct and equip a new restaurant facility in Wood County, West Virginia, and to remodel and improve an existing restaurant facility (the "Project"); and

WHEREAS, the Company has indicated that the Project, if located in Wood County, will increase employment in the County by approximately 20 jobs, and that the availability of revenue bond financing is a factor under consideration by the Company in connection with the feasibility and financing of such Project; and

WHEREAS, it is estimated by the Company that the acquisition, construction and installation of the proposed Project will require expenditures currently estimated at \$650,000; and

WHEREAS, the Commission has determined that there exists a continuing need for programs to alleviate and prevent unemployment within Wood County, and after careful study and investigation of the nature of the proposed Project, the Commission has determined that the proposed Project will serve such purpose and will promote the present and prospective health, happiness, right of gainful employment and general welfare of the citizens of the County, and is, as a matter of public policy, for the public purpose of the County and the State; and

WHEREAS, after studying the Project and the nature of the proposed financing, the Commission has determined that funds are necessary to finance the acquisition, construction and installation of the proposed Project, and that the most feasible method of providing for such financing is for the Commission to issue its revenue bonds for that purpose pursuant to the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C of the Code of West Virginia of 1931, as amended (the "Act"), and for it (i) to acquire, construct, and install the proposed Project and lease or sell the proposed Project to the Company for specific rentals or purchase price payments sufficient to pay the principal of, premium (if any) and the interest on said revenue bonds or (ii) to lend the proceeds from the sale of said revenue bonds to the Company to enable it to acquire, construct and install the

proposed Project and to repay the loan in installments which will be sufficient and timely to pay the principal of, premium (if any) and the interest on said revenue bonds; and

WHEREAS, the Company has requested the Commission to indicate its willingness to issue revenue bonds to finance the proposed Project so that said acquisition, construction and installation of the proposed Project may move forward:

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Wood County, West Virginia, as follows:

1. In order to indicate the Commission's willingness to issue revenue bonds to finance, in whole or in part, the acquisition, construction and installation of the proposed Project, the execution and delivery to the Company of an inducement agreement is hereby authorized, said inducement agreement to be in substantially the form attached hereto as Exhibit "A", subject to such minor changes, insertions and omissions as may be approved by the President of the County Commission, and the execution of said inducement agreement by the President of this Commission shall be conclusive evidence of such approval.

2. In order to facilitate the commencement of the planning, design, construction, acquisition and carrying out of the proposed Project, the President and Clerk of this Commission are hereby authorized to take such action on behalf of the Commission as may be requested by the Company in

connection with financing the Project, including executing, or accepting on behalf of the Commission the assignment of, contracts for the said acquisition, construction and installation of the proposed Project subject to the receipt of appropriate guarantees of payment by the Company. The Company's acceptance of the terms and conditions of the inducement agreement authorized hereunder shall be deemed to constitute a sufficient guarantee of payment for the purposes of this paragraph.

3. The Company may, from time to time as it may deem necessary prior to the issuance of the proposed revenue bonds, advance to the Commission funds necessary to enable it to begin the planning, design, construction, acquisition and carrying out of the proposed Project; any such funds so advanced will be kept by the Commission in a separate bank account or accounts to be opened by it, and the same shall be repaid to the Company from the proceeds of said proposed revenue bonds when the same are issued and delivered.

4. This Resolution is an affirmative official action of this Commission under the Act and in accordance with United States Treasury Regulations issued pursuant to 26 U.S.C. §103(b) taken toward the issuance of the Bonds.

5. Nothing herein contained, however, shall authorize any contribution out of the general funds of the Commission for any costs or expenses of the Company pursuant to this inducement resolution, or otherwise in connection with the Project.

6. This Resolution shall take effect immediately upon its passage this 17th day of June, 1982.

COUNTY COMMISSION OF WOOD COUNTY,
WEST VIRGINIA,

By *Helm N. Shaver*
Its President

(SEAL)

Attest:

Sarah E. Board, Chief Deputy
Clerk

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ACCEPTANCE OF BID SUBMITTED BY PARTITIANS
INCORPORATED UPON ADVERTISEMENT TO BID TO
FURNISH ALL MATERIAL AND LABOR TO RENOVATE
THE DOMESTIC VIOLENCE SHELTER OF PARKERSBURG

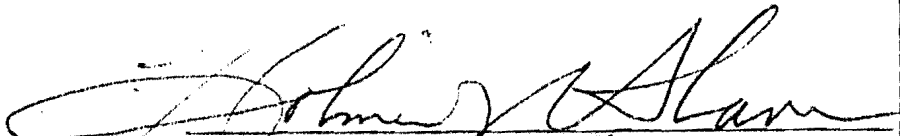
O R D E R

Upon advertisement to bid to renovate the Domestic
Violence Shelter of Parkersburg, Wood County, West Virginia, and
situate at 1114 - 7th Street, the County Commission upon the motion
of Commissioner William C. Parrish, seconded by Commissioner Dexter
L. Buckley, Jr., and made unanimous by Commission President, Holmes
R. Shaver, does hereby agree and accept the low bid as submitted
by Partitians Incorporated of West Virginia, P.O. Box 5027, Vienna,
WV, 26105, in the total amount of \$59,950.00 to furnish all material
and labor to renovate the Domestic Violence Shelter. Alternates
in regard to bid are to be contingent upon funds being available
through the Domestic Violence Coalition of Parkersburg.

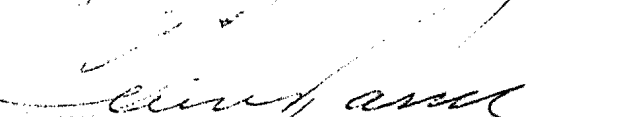
Dated this the 17th day of June, 1982.

Approved:

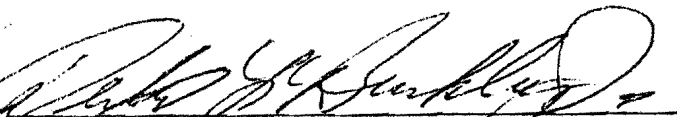
THE COUNTY COMMISSION OF WOOD COUNTY



President, Holmes R. Shaver



Commissioner, William C. Parrish



Commissioner, Dexter L. Buckley, Jr.

ENTERED: JUNE 17, 1982

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: CORRECTIONAL CENTER (JAIL) FEES FOR MAINTAINING PRISONERS FOR THE MONTHS JULY, AUGUST AND SEPTEMBER

O R D E R


Upon the motion of Commissioner William C. Parrish, and seconded by Commissioner Dexter L. Buckley Jr., and made unanimous by Commission President, Holmes R. Shaver, it is hereby ORDERED that the FEES for keeping and maintaining Prisoners in the WOOD COUNTY CORRECTIONAL CENTER (JAIL) for the months of July, August, and September will be (\$20.08) per prisoner day.

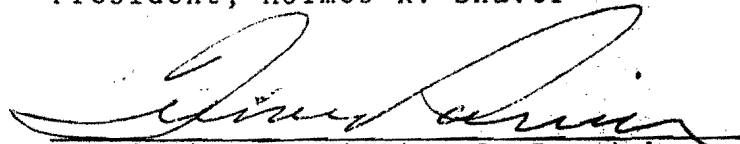
It is further ORDERED that the appropriate municipalities Agencies and Authorities be notified by forwarding them a Copy of this ORDER.


This ORDER excludes keeping of FEDERAL Prisoners, by reason of Separate Contract.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


President, Holmes R. Shaver


Commissioner, William C. Parrish


Commissioner, Dexter L. Buckley Jr.

ENTERED: JUNE 17, 1982

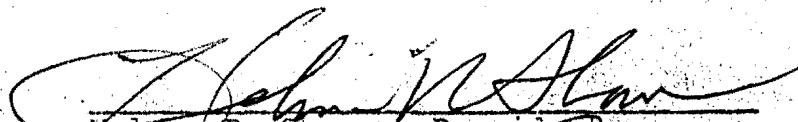
- COPY: City of Parkersburg
- City of Williamstown
- City of Vienna
- United States Army, Navy & Marines
- Magistrate Court
- Wood County Commission
- Wirt County Commission

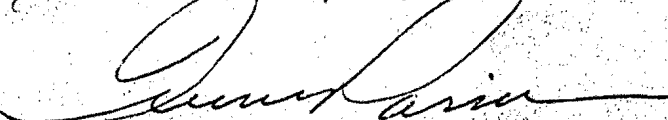
RESOLUTION

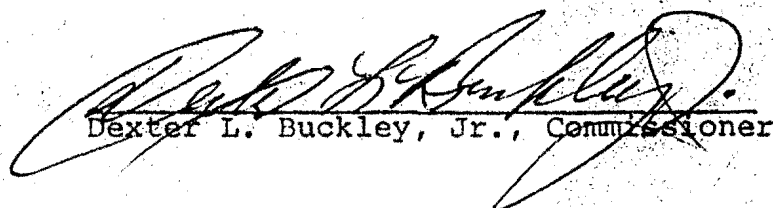
The Wood County Commission does hereby authorize the filing of a U.S. Department of Housing and Urban Development Small Cities Community Development Block Grant funds request for \$494,450 for proposed improvements to be made to the Lubeck Public Service District's water storage and water distribution system.

The said Commission has to the best of its ability complied with all filing requirements for public input and environmental reviews and has authorized Joseph L. Carrico, Wood County Community Development and Planning Commission Director, to act in its behalf.

Therefore, be it resolved that we the undersigned Commissioners of Wood County, West Virginia, do respectfully submit for consideration by the State of West Virginia the grant request for the Lubeck Public Service District.


Holmes R. Snaver, President


William C. Parrish, Commissioner


Dexter L. Buckley, Jr., Commissioner

The County Commission of Wood County

PARKERSBURG, WEST VIRGINIA 26101

MEMBERS OF COUNTY COMMISSION

HOLMES R. SHAVER, PRESIDENT
W. C. "BILL" PARRISH, COMMISSIONER
DEXTER L. BUCKLEY, JR., COMMISSIONER

H. K. SMITH, CLERK
SIBYL ROWAN, ADMINISTRATOR

June 17, 1982

Fred Cutlip, Director
Community Development Division
Governor's Office of Economic
and Community Development
State Capitol Complex
Charleston, WV 25305

Dear Mr. Cutlip:

Please find enclosed for your consideration Wood County's HUD Small Cities Community Development Block Grant request for \$494,450.

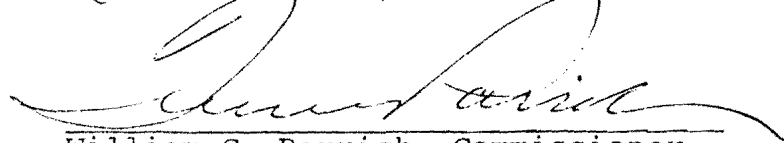
The monies, if granted, would assist the Lubeck Public Service District meet their urgent needs for additional water storage capacity. They currently have only six (6) hours storage capacity for their 7,800 customers and must have their pumps operating 16 to 20 hours per day to meet the needs of their customers.

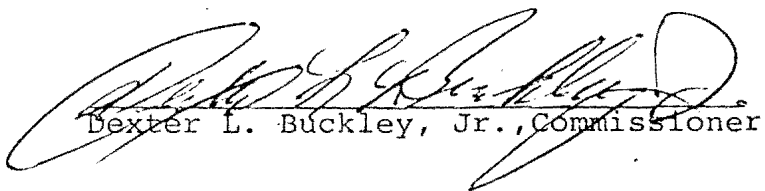
It is hoped that the State of West Virginia through this program can help resolve this dilemma.

Your assistance in accomplishing this worthwhile project will be greatly appreciated. Please feel free to contact our Community Development Director, Joseph L. Carrico, if you need further information.

Sincerely,


Holmes R. Shaver, President


William C. Parrish, Commissioner


Dexter L. Buckley, Jr., Commissioner

HRS:WCP:DLB/mr

STATE OF WEST VIRGINIA
GOVERNOR'S SUMMER YOUTH PROGRAM
SUB-GRANTEE AGREEMENT
FISCAL YEAR 1982

This Agreement between Wood County Commission as the sub-grantee, and the Employment and Training Office, as the Grantee, is for the purpose of the operation of the Fiscal Year 1982 Governor's Summer Youth Program (GSYP) under Title IIB of the Comprehensive Employment and Training Act of 1973, as amended. The Grantee allocates to the sub-grantee the following positions for the period of time from June 29, 1982 to August 11, 1982:

40 Laborers
20 Maintenance
15 Clerical

THE SUB-GRANTEE AGREES TO:

1. Hire as participants only individuals certified as eligible for the Program and referred by the Department of Employment Security.
2. Comply with the rules and regulations governing CETA as outlined in the Federal Register hereto attached and made a part of this agreement.
3. Provide for supervision of participants (numerically no less than one (1) supervisor per ten (10) participants) which will insure the safety and welfare of each participant.
4. Keep properly recorded signed timesheets for participants and submit same in the fashion and on the schedule established by the Grantee in the GSYP Handbook attached and made a part hereof.

part hereof.

6. Provide safe working conditions and insure participants are not employed in occupations which are hazardous to the participants health and safety as outlined in the Child Labor Laws as attached and made a part hereof. (These Child Labor Laws shall be strictly adhered to.)
7. Understands that the program participants are employees of the sub-grantee and the Grantee exercises no employer responsibility except as outlined in this agreement.
8. Provide the Grantee's staff or Grantee's designated representative access to all documents, records, etc., pertaining to the GSYP, including access to audit, make copies, transcripts, to examine or to remove the same for audit purposes.
9. Assurance that the participants will not be paid for unexcused absences, unworked hours or recreational activities.
10. Assurance of adequate accountability to occupy youth during working hours and a contingency plan for outside worksites during inclement weather.
11. Assurance that sufficient material and/or equipment is made available to carry out work assignments.

THE GRANTEE AGREES TO:

1. Provide payroll services; making payment to enrollees in such amounts as are supported by properly submitted and certified records

2. Provide Workmen's Compensation coverage for participants and process claims made thereon.
3. Provide technical assistance as is required for the operation of the program.
4. Monitor and evaluate the program.

Thomas R. Slaver
SUBGRANTEE'S SIGNATURE
President - Wood County Commission

June 17th 1982
DATE

WILLIAM P. THAW
EMPLOYMENT AND TRAINING

DATE

CONTRACT NUMBER _____

Office of Economic and
Community Development
Employment and Training
5790-A MacCorkle Avenue S.E.
Charleston, West Virginia 25304

3rd & Market St
Parkersburg, W. Va. 26101

Subgrantee's Mailing Address

INDUCEMENT AGREEMENT

THIS AGREEMENT ("the Agreement"), made and entered into as of the 17th day of June, 1982, by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA, a public corporation under the laws of the State of West Virginia ("the County Commission"), party of the first part, and SHONEY'S, INC. ("the Company"), acting hereunder by and through F.L. Morehead, its duly authorized Agent, party of the second part;

WHEREAS, Wood County is a political subdivision of the State of West Virginia which, acting by and through the County Commission, is authorized and empowered by law, including particularly the provisions of the Industrial Development and Commercial Development Bond Act (Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended) ("the Act"), for the public purposes set forth in the Act, to issue its revenue bonds to provide funds for the costs of acquiring, constructing, and improving real and personal property for commercial projects as defined in the Act; and

WHEREAS, the Company has advised the County Commission that it has under consideration the acquisition, construction and operation of a new restaurant facility in Wood County, West Virginia, and the remodeling and improvement of an existing restaurant facility ("the Project") and has advised that this Agreement by the County Commission to issue its commercial development revenue bonds under the Act ("the Bonds") in such amount as may be necessary to finance the cost of the Project, presently estimated to be \$650,000, and the sale or lease of

the Project to the Company, or the loan of the bond proceeds to the Company, pursuant to the Act, subject to and upon the conditions hereinafter set forth, will constitute a substantial inducement to the Company to commence the construction and operation of the Project in Wood County; and

WHEREAS, the County Commission prior to its execution hereof has adopted a resolution finding and determining that the Project is necessary to promote the health, happiness, right of gainful employment and general welfare of the citizens of Wood County, and the State of West Virginia and that the acquisition and construction of the Project will promote the economic development of Wood County and the State of West Virginia, and authorizing and directing its President and Clerk to execute this Agreement on its behalf;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed;

W I T N E S S E T H:

1. Undertakings on the Part of the County Commission.

Subject to the conditions set forth below, the County Commission agrees as follows:

1.1 The County Commission, acting for and on behalf of Wood County, will, from time to time, issue and sell the Bonds pursuant to the terms of the Act, as from time to time amended, in an aggregate principal amount equal at the time of such sale to the then estimated costs in respect of the

acquisition and construction of the Project in whole or in part, presently estimated to be \$650,000. The Bonds shall be issued in one or more series, shall be signed by the President and attested by the Clerk of the County Commission, shall bear such title or designation, shall bear interest at such rate or rates, shall be in such denomination or denominations, shall be subject to such terms of redemption, shall be in such form, either coupon or registered, shall be payable as to principal, redemption price and interest at such place or places, and contain such other terms and conditions, as may be fixed by resolution of the County Commission prior to the sale and delivery thereof.

1.2 The County Commission will cooperate with bond counsel to supervise the proceedings and approve the issuance of the Bonds, and with any banks, underwriters, or agents recommended by the Company and approved by the County Commission, all for the purposes of issuing and selling the Bonds on the best terms reasonably obtainable, and if arrangements therefor satisfactory to the Company can be made, the County Commission will adopt such orders, resolutions and proceedings and authorize the execution and delivery of such instruments and the taking of such further actions as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the sale or lease of the Project or the loan of proceeds from such sale of Bonds to the Company.

1.3 Such proceedings, instruments and actions shall also permit the issuance from time to time in the future of additional Bonds on terms which shall be set forth therein, whether pari passu with other series of the Bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements, additions and expansions of the Project or any segment thereof.

1.4 The aggregate payments under the lease, agreement of sale or loan agreement pursuant to which the Project is sold or leased to the Company or pursuant to which the Bond proceeds are loaned by the County Commission to the Company shall include (a) a basic payment in such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and (b) additional payments in such sums as shall be sufficient to pay all related costs and expenses.

1.5 The County Commission will take or cause to be taken such other acts and adopt or cause to be adopted such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Undertakings on the Part of the Company.

Subject to the conditions set forth below, the Company agrees as follows:

2.1 The Company will use reasonable efforts, through banks, underwriters, or agents approved by the County Commission or otherwise, to find one or more purchasers for the Bonds; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the County Commission and the Company.

2.2 Contemporaneously with the sale of the Bonds in one or more series or issues from time to time as the County Commission and the Company shall determine, the Company will: (a) enter into a loan agreement with the County Commission or (b) agree to lease the Project from the County Commission, which lease shall grant to the Company an option to purchase the Project upon payment of the Bonds in full, or (c) enter into an installment purchase agreement with the County Commission to purchase the Project from the County Commission. In any event, the loan agreement, lease, or installment sales agreement shall obligate the Company to pay to the County Commission the amounts described in Section 1.4 as and when the same become due and payable.

3. General Provisions.

3.1 All commitments of Wood County, acting by and through the County Commission, under Section 1 hereof and of the Company under Section 2 hereof are subject to the condition that the following events shall have occurred:

(a) The County Commission and the Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the loan agreement, or sale or lease agreement referred to in Sections 1 and 2 hereof.

(b) Such rulings, approvals, consents, certificates of compliance and other instruments satisfactory to the Company as to such matters with respect to the Bonds and the Project, the loan, sale or lease agreement and trust instruments, as shall be specified by the Company, shall be obtained from the Internal Revenue Service, United States Treasury Department, and such other governmental, as well as non-governmental agencies and entities, as may have or assert authority over or interest in matters pertinent thereto and to the Project and shall be in full force and effect at the time of issuance of the Bonds.

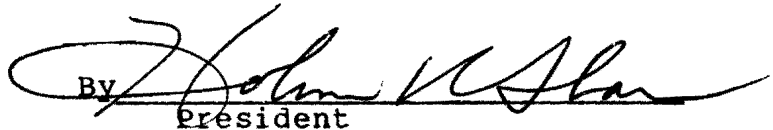
3.2 If the events set forth in Section 3.1 hereof do not take place, the Company agrees that it will reimburse the County Commission for, or pay all expenses, if any, which the County Commission may incur at the Company's request arising from the execution of this Agreement and the performance by the County Commission of its obligations hereunder.

3.3 It is understood and agreed by and between the County Commission and the Company that the provisions hereof are not intended to, and shall not be construed or interpreted to, either (a) obligate, or authorize the expenditure of, any

funds or moneys of Wood County derived from any source whatsoever other than the proceeds from the issuance and sale of the Bonds as provided for in this Agreement, or (b) create any personal liability of the members from time to time of the County Commission.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the 17th day of June, 1982.

THE COUNTY COMMISSION OF WOOD
COUNTY, WEST VIRGINIA

BY 
President

(SEAL OF COUNTY)

ATTEST:


Clerk

SHONEY'S, INC.,

BY 
F.L. Morehead, Agent