

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held October 21, 1982

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

At 9:27 a.m. the Commission presented the Rev. Harley Bailey with a Proclamation as an Honorary Chaplain.

The Commission also accepted and agreed to enter into a LEASE with the Mid-Ohio Valley Board of Health. Whereby the Commission agrees to lease to the Mid-Ohio Valley Board of Health ground and building that encompasses the area of what is known as the Mid-Ohio Valley Board of Health, a large four story building located at 211 Sixth Street in Parkersburg, Wood County, West Virginia, for the sum of One (\$1.00) Dollar per year. A copy of this LEASE is in attachment.

The Commission also received various 1982 Personal Property Tax Tickets to be impropered for clerical errors. The Commission received and approved the tickets and forwarded them to the Probate Office to be recorded. Copies are in attachment.

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

Purchase Order #6418, to Casto & Harris, in the amount of \$4,325.00, for the County Clerk's Office.

Purchase Order #6452, to Sherwin-Williams, in the amount of \$63.91, for the County Commission.

Purchase Order #6488, to Parkersburg Lumber Co., in the amount of \$21.50, for the County Commission.

Purchase Order #6511, to R. D. Wilson & Sons, in the amount of \$155.42, to the Correctional Center.

Purchase Order #6512, to W. V. Uniform & Equipment, in the amount of \$193.80, for the Correctional Center.

Purchase Order #6514, to Casto & Harris, in the amount of \$20.60, for the County Clerk's Office.

Purchase Order #6515, to H & I Wholesale, in the amount of \$256.38, for the Correctional Center.

Purchase Order #6516, to Park Chem, in the amount of \$221.81, for the Correctional Center.

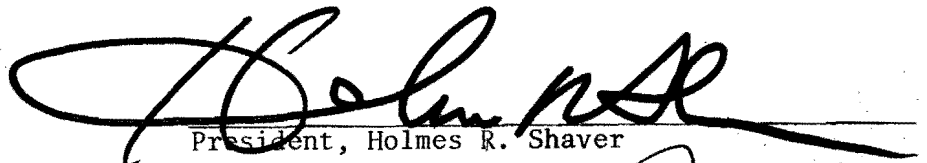
Purchase Order #6517, to Fox & Mason, in the amount of \$15.50, for the Correctional Center.

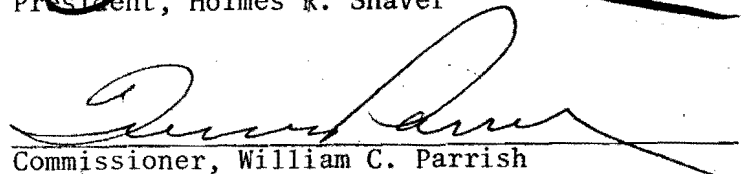
Purchase Order #6518, to Supreme Sales, in the amount of \$71.25, for the Correctional Center.

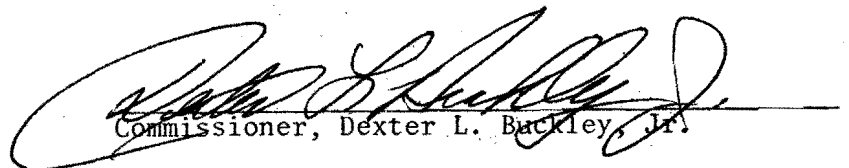
Purchase Order #6519, to Parkersburg Office Supply, in the amount of \$26.03, for the County Clerk's Office.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
President, Holmes R. Shaver

  
Commissioner, William C. Parrish

  
Commissioner, Dexter L. Buckley, Jr.

LEASE - MID-OHIO VALLEY BOARD OF HEALTH

THIS LEASE AGREEMENT, Made and entered into in duplicate this 21<sup>st</sup> day of Oct, 1982, by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA, hereinafter referred to as Lessor, and the MID-OHIO VALLEY BOARD OF HEALTH, hereinafter referred to as Lessee.

1. The Lessor hereby rents to the Lessee and the Lessee hereby rents from the Lessor the buildings and ground upon which said buildings are located in the County of Wood, State of West Virginia, and more particularly described as follows to wit:

BEGINNING at the point in the northerly line of Sixth Street (assuming that Sixth Street runs in an easterly and westerly direction), distant 170.4 feet to the easterly line of said Sixth Street in a westerly direction 67.38 feet to the easterly line of a public alley; thence with easterly line of said alley in a northerly direction 100 feet to a point; thence in an easterly direction, parallel to the northerly line of said Sixth Street, 67.40 feet to a point; thence in a southerly direction, parallel to the easterly line of said alley, 100 feet to the point of beginning. There is situate upon said lot a four story brick mercantile building, having a width of 67.38 feet and a depth of 95.21 feet. The outside face of the walls of said brick building coincide and follow the easterly, southerly and westerly boundary lines of said lot. Subject to any and all existing easements, rights-of-way, reservations, and servitudes, whether of record or not.

A MORE particular description of this leased ground and building is that it encompasses the area of what is not known as the Mid-Ohio Valley Board of Health, a large four story building located at 211 Sixth Street in Parkersburg, Wood County, West Virginia.

2. This lease shall be for a term of one year commencing on the 21 day of Oct, 1982, and terminating on the 30 day of June, 1983.

3. The Lessee shall pay to the Lessor as rent for the herein leased premises the sum of One (\$1.00) Dollar per year, all rent payable in advance beginning with the term of this lease.

4. The Lessee shall not assign this lease or sublet the premises or any part thereof or make any alterations, additions or improvements in or on the premises without the written consent of the Lessor nor permit nor suffer on said premises any act or thing deemed hazardous.

5. The Lessee shall not use nor permit the use of the premises for any purpose other than that of public health purposes and related facilities in accordance with the guidelines of the Department of Health and Human Services.

6. The Lessor may at any time of the day or night inspect the entire premises herein leased with or without notice to the Lessee.

7. The Lessor may at any time of the day or night, whenever necessary, make alterations or repairs to any part of the building or premises hereby leased.

8. It is expressly understood that all of the utility expenses, janitorial maintenance and supplies will be the sole responsibility of the Lessee and the Lessee shall be liable for the prompt payment of charges for all utilities used or consumed upon the leased premises during the term of this lease.

9. It is expressly understood that all repairs as they relate to mechanical and real improvements, including, but not limited to, elevator repairs and maintenance, shall be the sole responsibility of the Lessor. It is also expressly understood and agreed that the Lessor shall be responsible for the annual fire service fees levied and assessed against the leased premises.

10. Any damages caused to either the outside or inside of the buildings or fixtures and equipment by the negligence or over act of the Lessee shall be repaired and paid for by the Lessee.

11. The Lessee shall maintain the area hereby leased in a neat and clean condition and keep all areas in and around the building clean of wood, brush, trash and other debris.

12. The Lessee shall obtain and maintain at his own expense a standard landlord-tenant liability insurance policy in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage and shall furnish a duplicate copy of said policy to the Lessor, and any default by the Lessee in the payment of the premium on said policy, and any act by the Lessee causing forfeiture of the policy shall be a violation of the terms of this lease. The Lessor shall be named in said policy as an additional insured.

13. The Lessor shall maintain at its own expense a policy of fire insurance on the contents of the building, which said policy shall be in the amount deemed by the Lessor adequate to cover the actual value of said property.

14. The Lessee agrees that there shall not be placed in or upon the herein leased premises any advertising for any candidate for political office.

15. The Lessee may terminate this lease upon giving the Lessor Ninety (90) days written notice.

16. If any rent shall be due or unpaid, or if default be made in any of the conditions or covenants contained in this lease, or if said premises or any part thereof shall be vacated by the Lessee, the Lessor may cancel this lease immediately and recover and resume possession of said leased premises and the surrounding area hereinabove described either by force, or otherwise without liability therefore, and may remove all persons and property therefrom.

17. It is further understood and agreed that the Lessor will file with the Department of Health and Human Services or its successor in function reports of the operation and maintenance of the above-described property and will furnish, as requested by Lessor, such other pertinent data evidencing continuous use of the leased premises for the specific purpose of public health purposes.

18. The Lessee further agrees to comply with Title VI of the Civil Rights Act of 1964 and to abide by all of the regulations and restrictions contained in the Quitclaim Deed between the WOOD COUNTY-PARKERSBURG BOARD OF HEALTH and the WOOD COUNTY COMMISSION dated the 20th day of May 1982 and recorded in Deed Book 771 at Page 18 in the office of the Clerk of the Wood County Commission, as they specifically relate to the Department of Health and Human Services.

IN WITNESS WHEREOF, we have hereunto set out hands and seals  
this 21 day of oct, 1982.

THE COUNTY COMMISSION of  
WOOD COUNTY, WEST VIRGINIA

LESSOR

BY John R. Love  
President, Holmes R. Shaver

BY William C. Parrish  
Commissioner, William C. Parrish

BY Dexter L. Buckley, Jr.  
Commissioner, Dexter L. Buckley, Jr.

MID-OHIO VALLEY BOARD OF HEALTH

LESSEE

BY James R. Sleeth  
James R. Sleeth, President

PERSONAL PROPERTY

WOOD COUNTY

*Rehman, Mary M. Sr.  
1907 1/2 St  
Parkersburg, W. Va.*

DISTRICT City  
TICKET NO. 22359 411 (82)  
DATE 10/18/82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

*Imp. Exempt - Sister of Joseph of Whaling.  
Should not have been assessed*

The erroneousness of this ticket has been checked by: M. Wiley  
DEPUTY

Approved by EUGENE A. KNOTTS, Assessor, or his authorized deputy,

Commissioner *E. A. Knotts*  
Commissioner *R. K. Mason*  
*[Signature]*

PERSONAL PROPERTY

WOOD COUNTY

*Rehlover, Mary M. Sr.  
1907 1/2 W. 1st St  
Parkersburg, W. Va.*

DISTRICT City

TICKET NO. 22359 411 (82)

DATE 10/18/82

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

*Prop. Exempt - Sister of Mr. Joseph G. Whelley.  
Should not have been assessed*

The erroneousness of this ticket has been checked by: P. Wiley

DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

Commissioner *[Signature]*

R. K. Mason

Commissioner *[Signature]*