

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD MONDAY,  
AUGUST 18, 1986

PRESENT: PRESIDENT, HOLMES R. SHAVER  
COMMISSIONER LEWIS E. GUINN

At 11:00 the morning the Commission opened the Sealed bids for a 4-Wheel Drive, 3/4 ton, long bed Truck, for the Wood County Maintenance Department. The Commission received a bid from Matheny Motor Truck Co. The first quote submitted was for a 1987 GMC 3/4 ton 4 x 4 pickup with a bid price of \$11,974.00. The second quote was for a 1986 GMC 3/4 ton 4 x 4 pickup for a bid price of \$12,168.00. The Second bid the Commission recieved was from McClinton Chevrolet, with a bid for a 1987, 3/4 ton, 4-wheel drive, at a price of \$11,597.00. The Wood County Commission will take the bids under advisement. A copy of the Order is attached.

At 11:15 the Commission opened the Sealed bids for automobiles for the Wood County Sheriff's Department, Paper Process Division. The first bid received was from McClinton Chevrolet for a 1987 Chevrolet Cavalier with a bid price of \$8,044.00. The Second bid the Commission received was from Dick Warner Pontiac. Three cars were submitted for bid, Sunbird Hatchback for \$9,600.00, Grand Am for \$9,600.00 and a Pontiac 6000 for \$10,000.00. The Commission will take the bids under advisement. A copy of the Order is attached.

The Commission signed an Order in regard to the receipt of approved request for payment in the amount of \$43,959.48 in regard to Lubeck Public Service District Grant. A copy of the Order is attached.

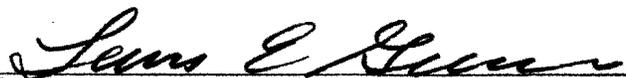
The County Commission signed an Order concerning the fully executed Financing Terms Agreement and Schedule from NCR Corporation, for the Computer in the Finance Department of the County Clerk's Office. The Agreement and Schedule are attached.

Having no further business or appointments the Commission adjourned at 4:00 p.m.

Approved by:

THE COUNTY COMMISSION OF WOOD COUNTY

  
PRESIDENT, HOLMES R. SHAVER

  
COMMISSIONER, LEWIS E. GUINN

AUGUST 18, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE WOOD COUNTY COMMISSION OPENING SEALED  
BIDS FOR A 4-WHEEL DRIVE, 3/4 TON, LONG BED  
PICKUP TRUCK FOR THE WOOD COUNTY MAINTENANCE  
DEPARTMENT.

O R D E R

On this date, the Wood County Commission opened the sealed bids for a 4-wheel drive, 3/4 ton, long bed pickup truck, for the Wood County Maintenance department. This is pursuant to Legal Notice appearing in both The Parkersburg News and The Parkersburg Sentinel.

The Wood County Commission recieved a bid from Matheny Motor Truck Company, P.O. Box 1304, Third & Ann Streets, Parkersburg, WV 26102-1304. The first quote submitted from Matheny Motor Truck Company was for a 1987 GMC 3/4 ton 4 x 4 pickup to be delivered in approximately 8 weeks, with a total bid price of \$11,974.00. The second quote is for 1986 GMC 3/4 ton 4 x 4 pickup to be delivered in three days if still in inventory, for a total bid price of \$12,168.00.

The second bid the Commission recieved was from McClinton Chevrolet, 712 Liberty Street, P.O. Box 1048, Parkersburg, WV 26102. The bid submitted by McClinton Chevrolet was for a 1987 Chevrolet 3/4 ton 4 wheel drive, with a bid price of \$11,597.00.

The Wood County Commission will take the bids under- advisement. The bids are on file in the Administrator's Office Room 205 in the Wood County Courthouse.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

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PRESIDENT, HOLMES R. SHAVER

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COMMISSIONER, LEWIS E. GUINN

AUGUST 18, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION OPENING SEALED BIDS  
FOR AUTOMOBILES FOR THE WOOD COUNTY SHERIFF'S  
DEPARTMENT PAPER PROCESS DIVISION

O R D E R

On this date, the Wood County Commission opened sealed bids for automobiles for the Wood County Sheriff's Department Paper Process Division. This is pursuant to Legal Notice appearing in both The Parkersburg News and The Parkersburg Sentinel.

The Commission received a bid from McClinton Chevrolet for a 1987 Chevrolet Cavalier with a bid price of \$8,044.00.

The second bid recieved was from Dick Warner Pontiac. Three cars were submitted, Sunbird Hatchback with a bid of \$9,600.00, Grand Am two door, \$9,600.00 and Pontiac 6000 for \$10,100.00.

The Wood County Commission will take the bids under advisement. The bids are on file in the Administrator's Office Room 205 in the Wood County Courthouse.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

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PRESIDENT, HOLMES R. SHAVER

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COMMISSIONER, LEWIS E. GUINN

AUGUST 18, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: RECEIPT OF APPROVED REQUEST FOR PAYMENT IN  
THE AMOUNT OF \$43,959.48 IN REGARD TO LUBECK  
PUBLIC SERVICE DISTRICT GRANT.

O R D E R

On this date, pursuant to Order appearing in Order Book 47, Page 331, and bearing date of August 11, 1986, the County Commission of Wood County received the approved Request for Payment on Letter of Credit, Drawdown No. 13, from Charleston in regard to Lubeck Public Service District grant. Drawdown request is in the amount of \$43,959.48. Approval was received from the Governor's Office of Community & Industrial Development in Charleston in regard to said grant.

A copy of the approved Request for Payment is attached and should be made a part of this Order.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

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HOLMES R. SHAVER, PRESIDENT

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LEWIS E. GUINN, COMMISSIONER



AUGUST 18, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: RECEIPT OF FULLY EXECUTED FINANCING TERMS  
AGREEMENT AND SCHEDULE FROM NCR CORPORATION  
FOR THE COMPUTER LOCATED IN THE COUNTY CLERK'S  
OFFICE.

O R D E R

On this date, pursuant to Order appearing in Order Book 47, Page 309, and bearing date of June 2, 1986, the County Commission of Wood County received the fully executed Financing Terms Agreement and Schedule from NCR Corporation for the computer located in the County Clerk's Office.

The Agreement and Schedule are attached and should be made a part of this Order.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

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HOLMES R. SHAVER, PRESIDENT

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LEWIS E. GUINN, COMMISSIONER

# NCR SCHEDULE

153 0184

SCHEDULE APPROVAL NUMBER 1160

**SOLD TO (USER)**

Name Wood County Commission

Address Court House Room 105

City Parkersonburg State GA

Zip 30101 Phone No. 504 941 1333

**EQUIPMENT LOCATION**

Name same

Address

City State

Zip Phone No.

**EQUIPMENT DESCRIPTION**

Schedule covers all equipment, software, and services as listed within identified by the reference numbers of the Products and Services Sale Records which are identified by reference numbers. Said Products and Services Sale Records are incorporated herein by reference.

NCR REFERENCE NOS.: 1160-6-3

BRIEF DESCRIPTION (optional): 2 Truck System

TOTAL TERM		PAYMENT SCHEDULE	
<u>67</u> mos.		NO. OF PAYMENTS	\$ AMOUNT OF PAYMENT
		<u>50</u>	<u>217.17</u>
DOWN PAYMENT			
ADVANCE PAYMENT			
			<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Semi-Annual

**TYPE OF FINANCING PROGRAM**

Identify below the type of financing program selected. See the Financing Terms Agreement for description.

I. Fair Market Value Purchase Option Lease

II. Fixed Purchase Option Lease  
*Purchase Option equals 5 payments  
Renewal at 25% of original payment*

III. Extended Payment Plan

IV. Municipal, State, and Authority Fair Market Value Lease

V. Municipal, State, and Authority Purchase Plan

**SPECIAL TERMS:**  
(if applicable)

COMPLETE TOTALS	FOR PROGRAM TYPE III V
List Price	<u>11475.</u>
Discounts	<u>14530.50</u>
Trade-In Credits	
Adjustment	<u>2320.</u>
Net Price	<u>3724.50</u>
State Tax	
County Tax	
Local Tax	
Filing Fee	
Distribution Charge	<u>117.55</u>
Local Del'y Charge	
Other Charge	
Total	<u>3971.5</u>
Down Payment First Payment	<u>0.</u>
Amount Financed	<u>3971.5</u>
Finance Charge	<u>377.15</u>
Time Payment Balance	<u>3771.20</u>

Continuing payments shall commence as specified in the Certificate of Acceptance.

This schedule is executed with reference and pursuant to the terms and conditions of the Financing Terms Agreement, Financing Agreement Number \_\_\_\_\_ between the parties hereto, which Financing Terms Agreement is hereby incorporated herein by reference. The Financing Terms Agreement and this Schedule constitute a separate and independent financing agreement from all other Schedules referencing the same Financing Terms Agreement. This Schedule may be voided by either party if it is executed more than 90 days before a signed Certificate of Acceptance is delivered to NCR. In regards to a governmental entity only, such entity verifies that the above said governmental entity is not prohibited, for legal or any other reasons whatsoever, from entering into this contract, and that the interest rate agreed upon herein between the parties is within interest limitations, if any so exist, prescribed for user governmental entity, and that the funds for payment are legally obtained, and appropriated and directed for the purpose of this contract and that such funds are in the treasury, or in the process of collection, and are free from other obligations or encumbrances.

**NCR Corporation**

BY [Signature] (User Name)

BY [Signature] (Signature) [Seal]

DATE 7-19-86 DATE \_\_\_\_\_

[Signature] 7-19-86 [Signature] 7-21-86



# MUNICIPAL, STATE, AND AUTHORITY FINANCING TERMS AGREEMENT

7152 0184

FINANCING AGREEMENT NUMBER \_\_\_\_\_

OLD TO (USER): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## TYPE OF FINANCIAL AGREEMENT

MUNICIPAL, STATE, AND AUTHORITY  
FAIR MARKET VALUE LEASE

MUNICIPAL, STATE, AND AUTHORITY  
PURCHASE PLAN

### OPTIONS UPON EXPIRATION OF THE TERM:

User shall have the option to purchase the equipment and acquire the program license at the expiration of the term or any extension for the prevailing Fair Market Value; or to renew this Agreement on the same terms and conditions from year to year at the prevailing Fair Market Value.

User must give NCR written notice to exercise either option at least 90 days before the expiration.

②

Upon NCR's receipt of last payment and other in term charges, title of the equipment shall pass to the user.

## TERMS AND CONDITIONS

The terms and conditions of this Financing Terms Agreement, whether an extended payment plan or lease agreement is applicable, are as follows:

- GENERAL.** NCR shall not be bound by this Agreement or any schedule intended as part hereof until it is accepted by NCR in writing, and at such time, both User and NCR shall be bound and the contract shall exist in accordance with the terms and conditions of this Agreement. The overall contract, comprised of the terms and conditions of the Universal Agreement between NCR and User as supplemented and amended by this Agreement and related schedules, shall constitute the entire Agreement relating to the products or services provided and shall supersede all prior agreements and understandings, whether oral or written and all negotiations, letters, papers, and proposals except as attached to this Agreement or as specifically incorporated by reference herein. This Agreement is made in contemplation of an assignment of rights and interests, but not obligations, by NCR to an independent entity providing the ultimate financing as herein agreed. If any provision of this Agreement is illegal, invalid or void under any applicable law, it shall be considered separable, with the remaining provisions not being impaired, and the Agreement shall be interpreted as fairly as possible so as to give affect to its stated purpose. This Agreement may not be altered except in writing signed by authorized agents of the parties hereto. This Agreement and all schedules shall be applied and interpreted pursuant to Ohio State Law.
- USE.** NCR will provide to User, and User will take from NCR, the equipment and program described in any schedules approved by NCR and hereinafter attached, which refer to and incorporate this Financing Terms Agreement by reference. Such schedules may provide for either an extended payment plan or lease to be governed by the terms of this Financing Terms Agreement. All equipment and/or programs described are collectively referred to as "equipment" or "program". User authorizes NCR to insert in any schedule the serial numbers or other identification data when determined by NCR and further authorizes NCR to add to any schedule the tax due and owing and to make any other clerical error corrections or modifications to amounts scheduled which do not materially alter customer's financial obligations. "Lease" as des-

ignated in the pertinent schedule, is not a rental as described in Section 3 of the Universal Agreement in effect between NCR and User. Further, Sections 3 through 7, 13 (except maintenance service separately obtained), and 14(e) of the Universal Agreement shall not apply.

- FORM.** The financing form, whether it be an extended payment plan or lease, shall be designated on the pertinent schedule, and the terms and conditions herein not applicable to that particular form of financing in the pertinent schedule shall not apply. LEASES ARE NON-CANCELLABLE, except as provided herein.
- LICENSE.** On any program obtained through NCR, the term of the license shall be the same as the term of the use of the equipment. All programs furnished shall be subject to the provisions of NCR's Intellectual Property: Customer Policy.
- USER'S INSPECTION: CONCLUSIVE PRESUMPTIONS.** User shall inspect the equipment and program within 48 hours after delivery or certification, whichever is later. Unless User within said period of time gives contrary written notice to NCR, then User agrees that it shall be conclusively presumed that the equipment and programs are satisfactory. User shall signify acceptance by execution of a certificate of acceptance form, which execution shall not be unreasonably withheld.
- NOTICE OF INTENDED ASSIGNMENT: REMEDIES OF USER.** User acknowledges notice of NCR's intention to assign NCR's interest in this Agreement. Upon such assignment, User agrees not to assert against NCR's assignee any defense, claim or right of set-off which User may have against NCR, whether arising under this Agreement or any other transaction or otherwise. User acknowledges that any claim against NCR shall be determined solely upon the terms of the Universal Agreement in effect between NCR and User. REGARDLESS OF ASSIGNMENT, NOTHING SHALL RELIEVE USER OF THE OBLIGATION TO MAKE PAYMENTS OR OF ANY OTHER OBLIGATION UNDER THIS FINANCING AGREEMENT.

Continued on the back of this page.

BY EXECUTION HEREOF, THE SIGNOR HEREBY CERTIFIES THAT HE HAS READ THIS AGREEMENT, INCLUDING THE REVERSE SIDE HEREOF, AND THAT HE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

FURTHER THE USER VERIFIES THAT THE ABOVE SAID GOVERNMENTAL ENTITY IS NOT PROHIBITED, FOR LEGAL OR ANY OTHER REASONS WHATSOEVER, FROM ENTERING INTO THIS CONTRACT, AND THAT THE INTEREST RATE AGREED UPON BETWEEN THE PARTIES WILL BE WITHIN INTEREST RATE LIMITATIONS, IF ANY SO EXIST, PRESCRIBED FOR USER GOVERNMENTAL ENTITY, AND THAT THE FUNDS FOR PAYMENT WILL BE LEGALLY OBTAINED, AND APPROPRIATED AND DIRECTED FOR THE PURPOSE OF THIS CONTRACT AND THAT SUCH FUNDS WILL BE IN THE TREASURY, OR IN THE PROCESS OF COLLECTION, AND WILL BE FREE FROM OTHER OBLIGATIONS OR ENCUMBRANCES.

**NCR** NCR Corporation

BY [Signature]  
(Signature)

DATE 2-19-86

X  
\_\_\_\_\_  
(User Governmental Entity Name) [SEAL]

BY [Signature] [Title]  
(Signature) (Title)

DATE 2/27/86