

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD ON THURSDAY,  
FEBRUARY 27, 1986

PRESENT: PRESIDENT, HOLMES R. SHAVER  
COMMISSIONER, DEXTER L. BUCKLEY, JR.  
COMMISSIONER, LEWIS E. GUINN

Daily Business was the first order of business with County Administrator, Mary Rader. The Commission signed Purchase Orders and Invoices.

This morning upon a motion made by Commissioner, Dexter L. Buckley, Jr. and seconded by Commissioner, Lewis E. Guinn, and made unanimous by Commission President Holmes R. Shaver, awarded the bid for a computer for the Finance Department in the County Clerk's Office to NCR Corporation. Included in the motion, was that the computer would include three terminals and one printer. Two of the terminals will be located in the Finance Office and one terminal to be located in the Administrator's Office. Payment for the computer will be from the General County Funds for fiscal year 1986-1987, and will be on a lease/purchase plan.


Also, this morning the Commission upon a motion made by Commissioner, Dexter L. Buckley, Jr. and seconded by Commissioner, Lewis E. Guinn, and made unanimous by President, Holmes R. Shaver, agreed to enter into a Financing Terms Agreement (Lease/Purchase) with NCR Corporation. President, Holmes R. Shaver signed the agreement, and a payment schedule. Payment will be made on a monthly basis beginning July, 1986, on a lease/purchase plan, for a period of sixty months. The total price including finance charges and discounts is \$37,078.20. A copy of the signed documents are attached.

Having no further business or appointments the Commission  
adjourned at noon.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
PRESIDENT, HOLMES R. SHAVER

  
COMMISSIONER, DEXTER L. PACKLEY, JR.

  
COMMISSIONER, LEWIS E. GUINN

FEBRUARY 27, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: WOOD COUNTY COMMISSION AWARDED BID FOR  
COMPUTER FOR COUNTY CLERK'S FINANCE OFFICE

O R D E R

On this date, the County Commission of Wood County, upon motion made by Dexter L. Buckley, Jr. seconded by Lewis E. Guinn and made unanimous by President Holmes R. Shaver, awarded the bid for a computer for the Finance Department in the County Clerk's Office to NCR Corporation, pursuant to Order dated November 4, 1985, appearing in Order Book 47, Page 254, and pursuant to Order dated November 25, 1985, appearing in Order Book 47, Page 259. Included in the motion was that the computer would include three (3) terminal and (1) one printer. Two (2) terminals to be located in the Finance Office and one (1) terminal to be located in the Administrator's Office. Payment for said computer will be from the General County Funds, for fiscal year 1986-1987, and will be on a lease/purchase plan.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

\_\_\_\_\_  
President, Holmes R. Shaver

\_\_\_\_\_  
Commissioner, Dexter L. Buckley, Jr.

\_\_\_\_\_  
Commissioner, Lewis E. Guinn

# FINANCING TERMS AGREEMENT

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

SOLD TO (USER): Wood County Commission  
ADDRESS: Court House Room 205 PARKERSBURG W.VA. 26101

### 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.

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:

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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)

DATE \_\_\_\_\_

Wood County Commission  
(User Governmental Entity Name) [SEAL]  
BY Robert W. Stever President  
(Signature) (Title)

DATE 2/27/86



# SCHEDULE

F-7153 0184

SCHEDULE APPROVAL NUMBER GG 7166

**SOLD TO (USER)**

Name Wood County Commission

Address Court House Room 205

City PARKERSBURG State W.VA.

Zip 26101 Phone No. 304-424-1855

**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.: 9186-6-2

BRIEF DESCRIPTION (optional): E-Tree System

TOTAL TERM		PAYMENT SCHEDULE		
<u>64</u> mos.	NO. OF PAYMENTS	\$ AMOUNT OF PAYMENT	FREQUENCY	
DOWN PAYMENT/ ADVANCE PAYMENT	<u>60</u>	<u>617.97</u>	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annual
<u>0</u>			<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>47445.</u>
Discounts	<u>14233.50</u>
Trade-In Credits	
Adjustment	<u>5000.00</u>
Net Price	<u>28211.50</u>
State Tax	
County Tax	
Local Tax	
Filing Fee	
Distribution Charge	<u>489.55</u>
Local Defy Charge	
Other Charge	
Total	<u>28701.05</u>
Down Payment First Payment	<u>0.</u>
Amount Financed	<u>28701.05</u>
Finance Charge	<u>8377.15</u>
Time Payment Balance	<u>37078.20</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** NCR Corporation

BY \_\_\_\_\_ (Signature)

DATE \_\_\_\_\_

Wood County Commission  
(User Name)

BY [Signature] (Signature) [Seal]

DATE \_\_\_\_\_

**(A) SOLD TO (USER)**

Name Wood County Commission  
 Address Court House Room 205  
 City PARKERSBURG State W.VA.  
 Zip 26101 Phone No. 304-424-1855

**(B) EQUIPMENT LOCATION**

Name SAME  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip \_\_\_\_\_ Phone No. \_\_\_\_\_

**(C) 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.: 9186-6-2

BRIEF DESCRIPTION (optional): I-TOWER SYSTEM

FOR PROGRAM TYPE I, II, IV	COMPLETE TOTALS	FOR PROGRAM TYPE III, V*
	List Price	<u>47445.</u>
	Discounts	<u>14233.50</u>
	Trade-In Credits	
	Adjustment	<u>5000.00</u>
	Net Price	<u>28211.50</u>
	State Tax	
	County Tax	
	Local Tax	
	Filing Fee	
	Distribution Charge	<u>489.55</u>
	Local Del'y Charge	
	Other Charge	
	<b>Total</b>	<u>28701.05</u>
	Down Payment First Payment	<u>0.</u>
	Amount Financed	<u>28701.05</u>
	Finance Charge	<u>8377.15</u>
	Time Payment Balance	<u>37078.20</u>

**(D) PAYMENT SCHEDULE**

TOTAL TERM: 64 mos.

NO. OF PAYMENTS	\$ AMOUNT OF PAYMENT	FREQUENCY
<u>60</u>	<u>617.97</u>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other

DOWN PAYMENT/ ADVANCE PAYMENT: 0

**(E) 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

**(F) SPECIAL TERMS:**  
(if applicable)

EQUIPMENT IS  NEW  USED.

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

**(H)** 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.*

**IMPORTANT PREPARATION INSTRUCTIONS:**

SCHEDULE should be completed no more than 90 days before delivery and acceptance of the equipment, since financing rates can only be guaranteed for a maximum of 90 days. To insure prompt revenue recognition, submit schedule no less than 30 days before delivery and acceptance of the equipment. Contact NCR Credit Corporation at (513) 445-6275 for assistance to complete Sections **(A)** through **(H)** of the SCHEDULE. Obtain User's signature and submit SCHEDULE to the District Administrative Office, to be forwarded to:

NCR Corporation	If Sent By	NCR Corporation
P.O. Box 365	Special Carrier:	Credit/Collection Dept. Bldg. #26
Dayton, Ohio 45409		Stewart & Patterson Streets
		Dayton, Ohio 45479
		ATTN: USDPG/NCC Interface

Retain Certificate of Acceptance (Tab C) until the equipment is delivered. Upon User's inspection and acceptance of the equipment for billing purposes, obtain User's signature on the Certificate of Acceptance and submit the Certificate of Acceptance and the Billing Authorization Document (F-966) to the above address.

FEBRUARY 27, 1986

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: WOOD COUNTY COMMISSION AGREED TO ENTER INTO  
A FINANCING TERMS AGREEMENT WITH NCR CORPORATION

O R D E R

On this date, the County Commission of Wood County, upon a motion made by Dexter L. Buckley, Jr. and seconded by Lewis E. Guinn, and made unanimous by President, Holmes R. Shaver, agreed to enter into a Financing Terms Agreement (Lease/Purchase) with NCR Corporation. Holmes R. Shaver in his capacity as President of the County Commission executed said Agreement. A Payment Schedule is also included. Payment will be made on a monthly basis beginning July, 1986, on said lease/purchase plan for a period of sixty (60) months.

The total price being \$37,078.20 which includes finance charges and discounts.

A copy of the executed documents are attached and on file in the Administrator's Office, Room 205, Wood County Courthouse.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

\_\_\_\_\_  
PRESIDENT, HOLMES R. SHAVER

\_\_\_\_\_  
COMMISSIONER, DEXTER L. BUCKLEY, JR.

\_\_\_\_\_  
COMMISSIONER, LEWIS E. GUINN