

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD
THURSDAY, AUGUST 25, 1994

PRESENT: HOLMES R. SHAVER, PRESIDENT
STEVEN A. GRIMM, COMMISSIONER

ABSENT: JEAN GRAPES, COMMISSIONER

On this date, the County Commission met in regular session. They signed purchase orders, invoices and other correspondence.

On this date, the County Commission approved Exonerations for Samuel L. & Larry Price - Carolyn Price, Life Estate - City District; Sherman J. Dowler - Slate District; James K. Lovell, Sr. - City District; Benjamin F. & W. Leone Lemon, Jr. - Vienna District; Michael D. Cunningham - Williams District; Phyliss Hargreaves - Harris District; R.G. Rolston - Vienna District; Lydia A. Tennant - Tygart District; and Glen E. & Mildred E. Ingram - Union District.

On this date, the County Commission approved Personal Property Improvers for Nancy L. Warner - Williamstown District; Jamie McCoy dba Advanced Wallcovering Blind Secrets - City District; Leyman J. McClung - City District; Waverly Superette - Union District; and Criss Concrete Company - City District.

On this date, the County Commission, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, approved the changes that Scott Durig recommended in regard to the agreement between the Wood County Commission and the Parkersburg/Wood County Visitors and Convention Bureau. A copy of the memorandum with the suggested changes is attached to these minutes.

On this date, the County Commission, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, authorized Holmes R. Shaver, as President, to execute the Lease and Agreement by and between the County Commission and the Family Crisis Intervention Center of Region V, Inc. The said tract of land is situated in Lubeck District, County of Wood, State of West Virginia and located at 1005 Mission Drive, Parkersburg, West Virginia. The term of said Lease shall be for a period of twenty-five years, commencing on the first day of September, 1994 and ending on the last day of August, 2019 at 12:00 o'clock midnight. Rental for the leased premises is in the sum of \$25.00, payable in annual installments of \$1.00 each, the first of said installments shall be paid on September 1, 1994 with subsequent installments on the same day of each year thereafter during the term of lease. Said lease was also signed by Steven D. Miller, Vice-President of the Family Crisis Intervention Center of Region V. An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion made by Holmes R. Shaver, seconded by Steven A. Grimm and passed, adopted a Resolution in reference to Budget Revision No. 3 in the General County Fund budget for the fiscal year 1994/1995. The Request for Revision to the Approved Budget, being submitted to the Department of Tax and Revenue, Charleston, West Virginia, was signed by Holmes R. Shaver, President of the Wood County Commission. An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion duly made, seconded and passed, authorized Holmes R. Shaver, as President, to

sign the Application for Emergency Vehicle Permit for the 1986 Dodge, VIN 1B3BG26SXGX589070, which is used by the Wood County Sheriff's Department. An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion duly made, seconded and passed, executed a Memorandum of Understanding between the West Virginia Regional Jail and Correctional Facility and the County Commission to house prisoners at the Central Regional Jail. The per diem rate for each prisoner is \$35.00 set by the Authority for the fiscal year ending June 30, 1995. An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, executed the Lease by and between the County Commission of Wood County, West Virginia, (Lessor) and the Children's Home Society of West Virginia (Lessee). The property is located at 1611 Latrobe Street, Parkersburg, West Virginia, being a lot improved with a three story brick house. The term of this lease will be from July 1, 1994 through June 30, 2017. The Lessee agrees to pay to the Lessor the sum of \$1.00 per year, payable in advance on the first day of July of every calendar year. An Order was prepared regarding this matter.

On this date, came R.L. Woodyard, Investigator for the Office of the Prosecuting Attorney for Wood County, and presented the amount of \$22,110.70 which represents monies received from Forfeitures. Said money will be deposited in the General County Fund. An Order was prepared regarding this matter.

On this date, the County Commission was in receipt of various

Orders filed in the Circuit Court of Wood County, in regard to the State of West Virginia, and Wood County, West Virginia, Petitioners v. Dreama David, et al, Respondents - Case No. 94-P-91. Receipt of such various Orders relates to an Order of the County Commission bearing the date of August 25, 1994 in regard to forfeitures on the Gaming Statute. An Order was prepared regarding this matter.

On this date, came Mary R. Rader, Director of the Wood County Planning Commission, and presented to the County Commission a waiver of Restrictive Covenants in regard to Wildwood Subdivision, Lubeck District, Wood County, West Virginia. The owners of Lot No. 75 in the said Section C of the said Wildwood Subdivision own approximately 27 acres to the rear of said lot; therefore, the said owners desire to use the said lot as access to the acreage aforesaid. In order for such a change to be made, a waiver must be approved in regard to paragraph 2. and paragraph 19. of the restrictive covenants for the said Wildwood Subdivision. The said paragraphs are as follows: 2. None of said lots may be improved, used or occupied for other than private single family residential purposes, except those lots which front on Brooktree Street, which may be used for multiple family purposes. 19. There shall be no access to any lot on the perimeter of the subdivision except from designated roads within the section of the subdivision. Homeowners in Section C of Wildwood Subdivision have given approval by signature, and the Wood County Planning Commission has given approval by signature of Paul M. Campbell, President of the Planning Commission, at the regular monthly meeting held on August 17, 1994. An Order was prepared regarding this

matter.

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 12:00 Noon.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


Holmes R. Shaver, President


Steven A. Grimm, Commissioner

PURCHASE ORDER SIGNED ON AUGUST 25, 1994

No. 19060	Goodyear Auto Service	\$	313.80
19065	Fullers Wholesale		38.00
19067	Broadwaters Motorcar		195.88
19068	Broadwaters Motorcar		10.56
19079	Parkersburg Office Supply		131.69
19080	Broadwaters Motorcar		38.23
19084	Xerox Corporation		852.00
19095	Custom Floors & Paints Wholesale		228.32
19099	Assurance Business Forms		192.00
19100	Viking Office Products		319.98
19102	Lowe's Home Centers		2,463.26
19103	Lemon's Farm Equipment		335.00
19106	Easton Printing		112.50
19107	AT&T		500.00

SAG
HRS

MEMORANDUM

TO: MARY R. RADER, County Administrator
FROM: C. SCOTT DURIG, Assistant Prosecuting Attorney
RE: AGREEMENT BETWEEN WOOD COUNTY COMMISSION &
PARKERSBURG/WOOD COUNTY VISITORS AND CONVENTION BUREAU
DATE: AUGUST 23, 1994

At your request, I have reviewed the proposed Agreement between the Commission and the Bureau, and have the following suggestions:

1) I believe the Agreement should provide that at the time the Bureau receives title to the property, it should be required to execute a deed of trust in favor of the County in the amount of \$25,000.00. This, of course, could be a second Deed of Trust if the Bureau is obtaining other financing, and it need not provide for payment at a specific time other than what is set out in the Agreement. If the property is sold in the future, the Deed of Trust would give notice to the buyer of the County's lien.

2) I believe the indemnification paragraph should contain language providing that the Bureau be required to obtain liability insurance on the property and that it provide proof of such insurance to the County at least annually.

If we can be of further assistance, please let us know.

The County Commission of Wood County

PARKERSBURG, WEST VIRGINIA 26101



M E M O R A N D U M

TO: Michele Rusen, Prosecuting Attorney
FROM: *MR* Mary R. Rader, County Administrator
SUBJECT: Attached Agreement
DATE: August 23, 1994

The County Commission of Wood County requests that you review the attached Agreement by and between the County Commission of Wood County and the Parkersburg/Wood County Visitors and Convention Bureau prior to their regular meeting on Thursday, August 25, 1994.

Thank you.

MRR:ah

Attachment

AGREEMENT

THIS AGREEMENT, made in duplicate originals this _____ day of _____, 1994, by and between the County Commission of Wood County, hereinafter referred to as "Commission," and the Parkersburg/Wood County Visitors & Convention Bureau, hereinafter referred to as "Bureau."

Subject to the terms and conditions contained in this Agreement, the County Commission of Wood County does contribute unto the Parkersburg/Wood County Visitors & Convention Bureau the sum of Twenty-Five Thousand Dollars (\$25,000.00) toward the purchase of a building located at 350 Seventh Street, Parkersburg, West Virginia, which will be used for offices of the Bureau.

This contribution is made with the provision that in the event that the above stated property is sold by the Bureau, the Commission shall be reimbursed, in full, for their contribution of Twenty-Five Thousand Dollars (\$25,000.00).

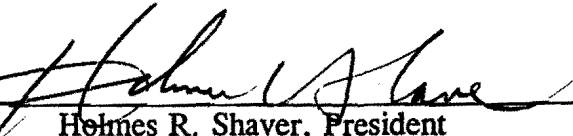
It is further agreed that in the event of such sale interest shall be paid upon Twenty-Five Thousand Dollars (\$25,000.00), if the Bureau realizes a profit (that being a sales price which exceeds the current fair market value of the building, which is now \$ _____) and further provided that such payment of interest to be paid unto the Commission shall only be paid from the net proceeds realized by the Bureau resulting from such sale. Interest to be paid (if any) shall be the Chase Manhattan prime rate computed from the day the Bureau takes legal title to the property to the day of closing.

It is understood and agreed that the Bureau assumes all risk in the operation of said premises, and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the County and its officials and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature whether direct or indirect arising out of the operation and ownership of said property.

It is further agreed that the Commission has no responsibility or authority for the maintenance and operation of said property.

WITNESS THE FOLLOWING SIGNATURES:

THE COUNTY COMMISSION OF WOOD COUNTY

By 
Holmes R. Shaver, President

**PARKERSBURG/WOOD COUNTY VISITORS &
CONVENTION BUREAU**

By _____
Steven W. Nicely, President