TOWN OF GLASGOW

COUNCIL MEETING MINUTES

June 15, 2020

Recorder, Jay Ward, called the meeting to order at 7:02.

Roll call was taken. Members present were: Recorder, Jay Ward, Dee Leadmon, Mike Szerokman, John Alderson, Eddie Hamilton and Marty Blankenship. A quorum was present. Mayor Fannin arrived later during the meeting.

A moment of silence was observed and the Pledge of Allegiance was recited.

The minutes for the previous meeting were presented for approval. John Alderson made a motion to accept the minutes as presented. Mike Szerokman seconded the motion. Motion passed unanimously.

COMMITTEE REPORTS

Health and Sanitation - The Sewer Plant Operator is still working on permits for the DEP. Jay Ward reported that he called the PFC regarding a citizen's request for a sewer adjustment for the billing cycle in which the citizen's pool was filled. According to the PFC, it is up to the utility to decide and make the adjustment. Marty Blankenship made a motion to allow the sewer adjustment with the stipulation that the citizen provides the water bill as proof. Jay Ward seconded the motion. Motion passed unanimously. John Alderson made a motion to pay Mr. Snowden for assistance with the PFC report. Mike Szerokman seconded the motion. Motion passed unanimously.

Recreation - The council is planning a Labor Day/100 Year Anniversary Celebration. See attached copy of possible rentals for the celebration. The council may ask WVAW to donate \$2,500 to match \$2,500 by the town to fund the celebration. Marty Blankenship made a motion for the town to pay \$2,500 toward the rentals and other costs for the celebration. Dee Leadmon seconded the motion. Motion passed unanimously. John Alderson made a motion to pay a deposit on the rentals. Eddie Hamilton seconded the motion. Motion passed unanimously. Mayor Fannin checked into the details about inspecting the playground equipment at the park. It is up to the

town to perform and document the inspection. The monkey bars may need to be removed.

Streets and Lights - Eddie Hamilton turned in a list of lights that need repaired. Water meters are still being installed in town. The drain near the Shopes' residence on Melrose was cleaned out and repaired.

Building - The gas heaters (pilot lights) in the gym need to be turned off. There's a problem with the floor in the Police Chief's office that needs to be addressed. The shrubs were removed from the front of Town Hall. The exterminator will be at Town Hall on June 22 and 23 to take care of termites as well as clean and repair gutters as well as replace mortar.

Finance - Mayor Fannin reported a balance of \$382,646.84 in the General Fund and \$4,010.75 in the Utility Fund. The council discussed the new lease agreement for the town building on Route 60. It will be placed on the agenda for the next Council Meeting. B & O taxes will be raised to 2% for Custom Signs.

Burning Permits - Chief Blankenship reported two outstanding Burning Permits.

Housing Board - Nothing to report.

Safety - Nothing to report.

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Fire Department - Chief Blankenship reported two fire calls so far in June. One was an accident with injuries and one was a box alarm at the nursing home. The fire department received more grant money for PFD's.

Police Department - Chief Ice reported several citations written. There was one court appearance, asking for continuance. Chief Ice is still working on curbing speeding in town. He also conducted an interview for a possible new hire for the department.

Street Department Report - Director of Public Works, John Qualls reported that the street department has been replacing sidewalks, cleaning out drains and cutting grass.

Municipal Court - Court took place on June 15th. There was one citation paid, some no-shows and one request for continuance.

PAYMENT OF BILLS

A copy of the check register was presented for review. John Alderson made a motion to pay the bills. Marty Blankenship seconded the motion. Motion passed unanimously.

UNFINISHED BUSINESS

Audit Update/Forgiveness - Recorder, Jay Ward, spoke to the State Auditor's Office regarding previously unsubmitted financial audits for the Town of Glasgow. In lieu of audits, a Financial Distress Analysis will be performed for each of the following years: 2014, 2015, 2016 and 2017. Audits will be performed by the State Auditor's Office for the years 2018 and 2019 at the cost of \$8,470.00 per year. The agency responsible for completing the 2020 audit is yet to be determined. Marty Blankenship made a motion to enact audit forgiveness for the Financial Years 2014, 2015, 2016 and 2017 and for audits to be performed for the years 2018 and 2019. John Alderson seconded the motion. Motion passed unanimously. Andrew Lacasse, Regional Supervisor for the WV State Auditor's Office, will work with the Town Clerk, Natalie Hackworth, to resolve issues with the Accufund system.

Attorney Grass Letter - The attorney for the town, Ray Keener, has reviewed the grass ordinance and will draft a letter to be distributed to citizens who are not complying with the ordinance.

Agreement/Past Due Water Bills - The council discussed concerns about unpaid bills with the town attorney.

Street Department Cameras - Jay Ward made a motion to purchase two more cameras for the street department and to extend the contract with Brinks. Marty Blankenship seconded the motion. Motion passed unanimously. The cost for the two outdoor cameras is approximately \$300.00. They will be installed by the town. If the Brinks contract is extended for three more years, the monthly bill will not increase.

NEW BUSINESS

Finance Committee Update - The minutes for the Finance Committee Meeting were reviewed with the council. (See attached copy of minutes.) Marty Blankenship made a motion to accept all recommendations made by the Finance Committee. Dee Leadmon seconded the motion. Motion passed unanimously.

No Dumping at Street Department - The council discussed the issue of citizens dropping off items and garbage at the street department lot after hours, on weekends and without permission. Jay Ward made a motion that no dumping is allowed at the street department lot without the permission of the Director of Public Works. Marty Blankenship seconded the motion. Motion passed unanimously. Signs will be posted.

ORDINANCES - Nothing to report.

PETITIONS

Doreen Cox expressed her thanks to John Qualls for cleaning the storm drains. She made a second request for the Welcome to Glasgow signs on Route 60 to be repainted. She asked about the sewer rate increase and if the grass ordinance applies to the AEP property that borders the town. Mayor Fannin agreed to write a letter to AEP regarding the property bordering the town of Glasgow.

Lynn Basford reported problems with people walking through her property to put kayaks into the river. She is requesting No Trespassing signs to discourage this. She would also like for the poison ivy on the drain next to her property to be taken care of.

EXECUTIVE SESSION

John Alderson made a motion for an Executive Session. Eddie Hamilton seconded the motion. Motion passed unanimously. The Executive Session started at 8:44 p.m. Marty Blankenship made a motion to adjourn the Executive Session. Mike Szerokman seconded the motion. Motion passed unanimously. Executive Session adjourned at 9:17 p.m.

The following were voted upon after the Executive Session:

John Alderson made a motion to hire Daniel Kidd for the Street Department at \$10.00 an hour with a dollar raise after three months probation. Jay Ward seconded the motion. Motion passed unanimously.

Jay Ward made a motion to table the hiring of the candidate that was interviewed for the job of police officer. Eddie Hamilton seconded the motion. Motion passed unanimously.

ADJOURNMENT

John Alderson made a motion to adjourn the Council Meeting. Marty Blankenship seconded the motion. Motion passed unanimously. The meeting adjourned at 9:20 p.m.

Mayor, Donald Fannin

Recorder, Jay Ward

Quantum Party Rentals

419 58th St SE

Charleston, WV 25304 Phone: (304) 727-2104 Fax: (304) 722-0435

Invoice: 6574497

Order Date: 6/5/2020

Event Status: Phone Hold

Customer Information

Event Location Information

Town of Glasgow Kay Leadmon 519 Roane Street Charleston, WV 25302

Home Phone:

Office Phone: (304) 388-1599 Cell Phone: (304) 932-8285

126 4th Avenue Glasgow, WV 25086

Event Dates & Times

Start Date: Friday 9/4/2020 11:00am End Date: Monday 9/7/2020 11:00am

Delivery Method: Drop-Off

Item Name and Description

Item **Image**

Quantity Unit Price

Total

Jump 04 Castle Bounce

1 1,200.00 \$1,200.00

Jump 4 Castle Bounce Dimensions: 20x20x13 Power Requirements: 1

Specific Times

(if different from full event time)

Cotton Candy Machine 1

17

1 100.00

\$100.00

Cotton Candy Machine 1 Dimensions: 3x3x3 Power Requirements: 1

Specific Times

(if different from full event time)

Cotton Candy Cones 75 Pack

10.99

\$43.96

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Cotton Ca	andy Flavor	Pink 60-70	Servinas
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9.99

\$39.96

Cotton Candy Flavor Pink 60-70 Servings

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Sno Cone Machine 1



45.00

1

\$45.00

Sno Cone Machine 1 Dimensions: 2x2x2

Power Requirements: 1

Specific Times

(if different from full event time)

Sno Cone Cups 200 Count



2 11.99

\$23.98

Sno Cone Cups 200 Count

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Sno Cone Pump

1

7.00

3

\$21.00

Sno Cone Pump Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Sno Cone Gallon Blue Raspberry Approx 100 Servings

EF REES

16.99

1

\$16.99

Sno Cone Gallon Raspberry Approx 100 Servings Dimensions :

Power Requirements: 0

Specific Times

(if different from full event time)

Sno Cone Gallon Cherry Approx 100 Servings



1 16.99

\$16.99

Sno Cone Gallon Cherry Approx 100 Servings

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Sno Cone Gallon Orange Approx 100 Servings



1 16.99

\$16.99

Sno Cone Gallon Orange Approx 100 Servings

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Dunk Tank



1 500.00

\$500.00

Dunk tank holds 500 gallons of water and takes 1 hour to 1 1/2 hours to fill completely.

- * Maximum (250 lbs) per individual
- * Adult Supervision at all times
- * You need a Water Source. Garden Hose and Water NOT INCLUDED
- * Level Ground

Dimensions:

Power Requirements: 0

Specific Times

(if different from full event time)

Popcorn Machine 1 1 45.00 \$45.00 Popcorn Machine 1 Dimensions: 3x3x4 Power Requirements: 1 Specific Times (if different from full event time) Pop Corn Bags 100 Count 3 4.99 \$14.97 Pop Corn Bags 100 Count Dimensions: Power Requirements: 0 Specific Times (if different from full event time) Pop Corn Mix Case 36 Count 49.00 \$49.00 Pop Corn Mix Case 36 Count Dimensions: Power Requirements: 0 Specific Times (if different from full event time) **Outdoor Movie Screen** 1 150.00 \$150.00 Outdoor Movie Screen Dimensions: 10x20x16 Power Requirements: 2 Specific Times (if different from full event time)

PA System

PA System Includes 2 Mics 2 Speakers 2 Speaker Stands

Dimensions : 2x2x2 Power Requirements: 1



1 100.00

\$100.00

if different from full event time)

	Rentals subtotal	\$2,383.84
	Distance Charges	\$50.00
	Coupon	\$0.00
	Sub Total	\$2,433.84
	Sales Tax Exempt 0%	\$0.00
	Payments Made	\$0.00
	Balance Due	\$2,433.84
	DEPOSIT DUE TODAY	¢730 1!
Event Notes if any:		

TERMS AND CONDITIONS OF RENTAL

This contract is made and entered into on 6/5/2020 by and between **Kay Leadmon**, and QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS, and is mutually agreed that the contract shall be subject to the information on the front of this contract. I **Kay Leadmon**, Hereby engages, and QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS hereby agrees to furnish the items herein described upon the terms and conditions set forth herein.

DEPOSIT AND CANCELLATION CHARGES

An event is considered booked even if QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS have not received a signed contract and the deposit of 730.15 listed on the front. This fee is due along with the signed contract. The deposit will be applied to the total amount due of 2,433.84 and will reduce your total by that amount of the deposit. Should the event be cancelled, the deposit fee is non-refundable. It can however be applied toward another event that is booked with QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. This must be used no later than 3 (three) months after the original scheduled event. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS will hold a date for a fee of \$100.00 and this fee will be applied to the total amount due and will reduce your total by that amount. THIS FEE IS NON-REFUNDABLE AND IS NON-TRANSFERABLE should you decide not to have the event. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS cancellation policy is made to make it easy on everyone. We require a 2-week cancellation on all events, or items on your contract. Weather related cancellations do not require a 2 weeks notice, but QUANTUM SPORTSWEAR, LLC./QUANTUM PARTY RENTALS will determine if weather plays a factor in the event cancellation. If it does not, then the event will continue as planned. Any payments made on an event that is cancelled due to weather will also remain with QUANTUM SPORTSWEAR, LLC./QUANTUM PARTY RENTALS for 3 (three) months to be used for a rescheduled event. After the 3 (three) month period passes, the money will be considered property of QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. If you fail to cancel, you will be required to pay the full rental rate with no discounts given. If your event was a commission split event, it will be converted to a rental event and the full rental rate with no discounts given.

PAYMENT

Terms on all rentals are DUE AT TIME OF RENTAL, unless otherwise stated in a written agreement prior to the purchase or rental of said items you will owe **2,433.84** less any deposit or other payments made. Any change in terms will appear on the face of this document as provided by QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. Should the event, company, organization, etc. fail to pay this bill, I **Kay Leadmon** agree to be personally responsible for the debt due to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. If any partial payment is made with a debit/credit card, the remaining balance will be charged to the same card on file for the balance due and I agree to this.

SERVICE CHARGES

A service charge of one and one half (1.5%) per month, or the maximum lawful rate, whichever is lower, on the unpaid balance until paid will be assessed monthly on past due accounts and a late payment fee of \$25.00 per month will be added to all unpaid accounts regardless of the amount of the unpaid balance and Customer hereby agrees to pay all such service charges assessed.

TAXES

Customer shall pay the amount of any sales, use, compensating, intangibles, gross income or the like tax, or similar charges levied by any government authority in connection with this order.

REFUND POLICY

A receipt must accompany all returns. Refunds will be given in full for items purchased for up to 10 days from the date of purchase. Items returned without a receipt, or after the 10 days, will be given store credit. Items returned after 30 days will be given store credit less a 25% restocking fee.

COMMISSION SPLIT EVENTS WITH GUARANTEE

It is understood that the event split will be what is listed on the face of this invoice/confirmation with the larger percentage going to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and the smaller percentage going to the event. The guarantee relates to the minimum that QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS must have regardless of the total split that is made. (Example: On a 70/30 split event 1000.00 gross would be 700.00 to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and 300.00 to the event. On a 70/30 split and a guarantee being 350.00 and the total gross is 500.00 that would be 350.00 to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and 150.00 to the event. This would satisfy the guarantee needed. On a 70/30 split and a guarantee being 350.00 and the total gross is 400.00 that would be 280.00 to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and 120.00 to the event. Since the guarantee was not made, the event will have to pay QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS 70.00 to make up the difference.) The event can also rent the equipment at the rental rate instead of doing the commission split. This decision must be made at the time of booking and if changed, must be done 2 weeks prior to the event. If you need any further information regarding the commission split terms, please call our office.

RETURNED CHECKS

A returned check fee of \$30.00 will be applied to any and all checks returned from a customer. The customer will be turned over to the authorities if they fail to make good on the debt within 10 days.

HELIUM TANK RENTALS

RELEASE AND ASSUMPTION OF RISK. The undersigned is buying or renting specialty gases from QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS that they will move by car. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS have told the Customer listed on reverse side that: Putting gas cylinders in cars or vans can be dangerous and should be avoided. Gas cylinders must never be moved in closed spaces such as car trunks. IT IS EXTREMELY DANGEROUS AND COULD CAUSE EXPLOSION OR FIRE. Gas cylinders should be moved in an upright, fixed position with windows open for ventilation. If cylinders are moved lying down, they must be fastened so that they cannot move, with windows open for ventilation. It would be safer to wait and move the

injury to the undersigned or others in the car or van, or of loss or damage to the vehicle or other property, and RELEASES QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and its employees, officers and directors from any liability for bodily injury or loss or damage to any property resulting from their transporting any gas cylinder by car or van.

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EQUIPMENT RENTALS

Customer acknowledges receipt of the described personal property at time of delivery or at time of pick up from QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. The parties agree that the property was inspected by QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS and personally examined by Customer at the time of delivery to and acceptance by Customer and that the property was in good and serviceable condition. Title to the rented property is and at all times shall remain QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. Customer agrees that QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS are neither the manufacturer of said property nor an agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship or capacity is given. Customer agrees that in the event any of the property becomes unsafe or in a state of disrepair, Customer will immediately discontinue the use thereof and promptly return it to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS. Upon receiving such property, if its condition is not the fault of the Customer, QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS agrees to replace such property with property of like kind and in good working condition, at no additional cost. Upon termination of this agreement, Customer will promptly surrender the rented property and all attachments and parts belonging thereto, to QUANTUM SPORTSWEAR, LLC./QUANTUM PARTY RENTALS, at the same location(s) the equipment was delivered, in the same condition in which such property was received, ordinary wear and tear excepted, and agrees to pay for any damages to or loss of such property or its attachments or parts at current replacement cost, while in the possession or control of Customer hereunder. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS shall not be liable in any event to Customer for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the leased property or accidental breakage thereof. Customer will give QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS immediate notice of any levy attempted upon said property, or if said property from any cause becomes liable to seizure, and to indemnify QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS against all loss and damages caused by any such action, including QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS reasonable attorney's fees and expenses. Customer will not retain the leased property beyond the "Rental Time" without prior notice to and the consent of QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS thereto. Customer will pay rental price in advance or immediately upon return of property. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS, at their discretion may report property stolen if held (5) days beyond "Rental Date". QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS will not refund any item out longer than (30) minutes. Customer hereby waives and releases QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS from all claims for injuries or damages to Customer arising out of the use of said property by Customer. It is hereby warranted and represented that the individual signing this agreement is authorized to do so on behalf of the customer be it a corporation, partnership, or other entity. It is further understood that the risk of loss of the equipment as well as any liabilities which may stem there from as it may pertain to QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS or the customer during the time of that the Customer has possession of the equipment stated above, said risk or loss shall be that of the Customer.

ADVISE

It is expressly understood that any technical advice furnished by QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS with respect to the use of its goods or services is given without charge, and QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Customer's risk.

COSTS AND ATTORNEY FEES

In the event invoices are not paid timely in accordance with the terms thereof, and QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS initiates suit against the Customer or otherwise incurs legal fees because of Customer's nonpayment, QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS, in addition to all other remedies provided by law, shall be entitled to recover its costs and expenses incurred in connection with nonpayment, including a minimum charge of \$150.00, including reasonable attorney's fees.

ENTIRE AGREEMENT

This document sets forth the entire agreement between the parties to this transaction and includes all promises and representations both express and implied. Nothing not contained herein is part of this agreement. I have read and understand the terms and conditions of this agreement and certify that those printed are agreed to. There are no oral or other representations not included herein. I have received a copy of this agreement. I fully understand them and will abide by them.

HOLD HARMLESS PROVISION

Kay Leadmon recognizes and understands that use of QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS' equipment may involve inherently dangerous activities. Consequently, Kay Leadmon agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Kay Leadmon hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS operating the equipment and is deemed by a court of law to be negligent in its actions. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS, it's employees, officers, directors, shareholders, agents, successors and assigns cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Kay Leadmon also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof. QUANTUM SPORTSWEAR, LLC. /QUANTUM PARTY RENTALS shall be responsible for set up and take down of all equipment provided.

ITEMS REQUIRED FROM CUSTOMER

Provide 7 110volt/20amp electric circuits.	
Provide any required entrance and parking passes.	
Provide a minimum of 0 adult volunteer(s) to operate the activities. This contract contains the entire agreement between QUANTUM SPORTSWEAR, LLC. Kay Leadmon and shall not be enlarged or modified except in writing, and signed by PLEASE SIGN CONTRACT ELECTRONICALLY OR SIGN AND RETURN (1) COPY OF THI NUMBER ON THE TOP OF THIS CONTRACT. CONTRACT AND DEPOSIT MUST BE FRONT OF THIS CONTRACT, or THERE MAY BE AN ADDITIONAL SERVICE FE ORDERED, THE ABOVE TERMS BECOME EFFECTIVE! ANY UNPAID BALANCE FILE AT THE CONCLUSION OF THE EVENT.	y all appropriate parties. S CONTRACT TO THE ADDRESS ON THE TOP OR FAX IT TO THE FAX RETURNED WITHIN 15 DAYS OF DATE EVENT WAS BOOKED ON SE CHARGED IN THE AMOUNT OF \$100.00. ONCE EVENT IS
FEIN: 26-0695012	
I HAVE READ THIS CONTRACT AND AGREE & UNDERS	TAND THE CONTENT.
Signature	Date
Kay Leadmon	
Printed Name	
Signed By:	