

REGULAR COUNCIL MEETING

A G E N D A

TOWN OF CHINCOTEAGUE

May 20, 2010 - 6:00 P.M. - Council Chambers - Town Hall

CALL TO ORDER

INVOCATION BY COUNCILMAN T. HOWARD

PLEDGE OF ALLEGIANCE

AGENDA ADDITIONS/DELETIONS AND ADOPTION:

1. Consider Adoption of the Minutes
 - Special Council Meeting of April 6, 2010 **(Page 2 of 8)**
2. Resolution on VDOT's FY "11", Litter Grant Program **(Page 4 of 8)**
3. Insurance Broker Recommendations to Council
 - a Recommendation on the Retires over 65 yrs of age
 - b Recommendation on the Employees and under 65 yrs of age
4. Discussion on the Time of a Regular Council Meetings(Councilman Frese)
5. Commercial Use Authorization to Conduct Business on Public Property **(Page 5 of 8)**
6. Mayor & Council Announcements or Comments
(Note: Roberts Rules do not allow for discussion under comment period)
7. Closed Meeting in Accordance with Section 2.2-3711(A) (10) of the Code of Virginia.
 - Special Awards (scholarship)

ADJOURN:

MINUTES OF THE MAY 6, 2010
CHINCOTEAGUE TOWN COUNCIL SPECIAL MEETING

Council Members Present:

John H. Tarr, Mayor
James Frese, Councilman
Terry Howard, Councilman
Ellen W. Richardson, Councilwoman

John N. Jester, Vice-Mayor
Nancy B. Conklin, Councilwoman
John H. Howard, Councilman

Committee Members Present:

Bryan Rush, Chairman
April Hooper
Mollie Cherrix
Robbie Fisher

Call to Order

Mayor Tarr called the meeting to order at 9:05 a.m.

Invocation

Councilman T. Howard offered the invocation.

Pledge of Allegiance

Mayor Tarr led in the Pledge of Allegiance.

Agenda Additions/Deletions and Adoption

Councilwoman Conklin motioned, seconded by Councilman Frese to approve the agenda. Unanimously approved.

1. USI Health Insurance Brokers Presentation of Various Health Plans

Ms. Buswell and Ms. Carruthers met with the Council and Committee members to bring more information to help in the process of choosing a health insurance carrier. They explained the differences between PPO's and HMO's. The difference being that with a PPO you can cross state lines and an HMO is in state only. PPO's tend to be more expensive because the plans are in and out of network and have no specialists, etc.

They gave information about several carriers and reasons why they would or would not work for the Town. Some companies were not in the market for groups under 200 people, some declined to quote and some simply were not competitive on pricing.

Once these carriers were weeded out the three choices that seem to best suit the Town are Blue Cross Blue Shield, United Healthcare and Optima Health.

The question was asked as to how many plan designs we can choose from within any given carrier. We should have the option to have at least three choices.

There was lengthy discussion on HSA accounts. Councilman T. Howard asked how this type of plan is received in companies like ours.

One option briefly mentioned was Local Choice. This is a self funded pool where they set the plan designs. They rate you individually as a group. If you choose to leave the plan they assess you a charge for premium/claim difference. You will have to pay out a difference which could be very costly. Also, you are not guaranteed the same plan or carrier year after year.

Discussion continued on the retirees. The retiree plan will need to be carved out. United of Omaha will probably be the carrier to take care of this portion of the insurance. This could probably be done by June 1, 2010.

The next meeting is set for May 20, 2010 at 9:00 a.m. We should be able to make a decision during this meeting and present our information to Council at their meeting that evening. If Council votes on their recommendation a meeting between USI and the retirees could take place on May 21, 2010.

Adjournment

Councilman Frese motioned, seconded by Councilman T. Howard to adjourn the meeting. Unanimously approved.

Mayor

Attest: Town Manager



RESOLUTION

WHEREAS, THE Town Council of the Town of Chincoteague Incorporated desires to submit an application for an allocation of funds of up to \$5,000 through the Virginia Department of Transportation Fiscal Year 2011, Revenue Sharing Program; and,

WHEREAS, \$5,000 of these funds are requested to fund recycling collection fees along with the Spring and Fall Cleanup Projects;

NOW, THEREFORE, The Town Council of the Town of Chincoteague, Incorporated hereby supports this application for an allocation of up to \$5,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED the Town Council of the Town of Chincoteague, Incorporated hereby grants authority for the Town Manager to execute project administration agreements for any approved revenue sharing project.

ADOPTED by unanimous vote of the Town Council on June 20, 2010.

John H. Tarr, Mayor

(SEAL)

Attest:

Robert G. Ritter, Jr., Town Manager



TOWN OF CHINCOTEAGUE COMMERCIAL USE AUTHORIZATION

APPROVED: _____ EXPIRES: _____

1. NAME: _____

BUSINESS NAME: _____

ADDRESS: _____

HOME PHONE #: _____ CELL PHONE #: _____

2. The holder is hereby authorized to use the following described land or facilities in the following named area:

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at _____ (am/pm) on _____ (Month/Day/Year)

4. The authorization expires at _____ (am/pm) on _____ (Month/Day/Year)

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

 Out side-of-Public Facility: The commercial services described above must originate and terminate outside of the boundaries of the facilities mentioned above. This authorization does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the Harbor area.

 In side-Public Facility: The commercial service described above must originate and be provided solely within the boundaries of the facilities mentioned above. The approved location shall only be a pick-up point for passengers

6. Authorizing legislation or other authority by the Town Council
Must comply with all applicable rules and regulations including Town Ordinances & Policies.

7. NEPA COMPLIANCE: Categorically Excluded _____ Ea/Fonsi _____ Eis _____ Other Approved Plans _____

8. APPLICATION FEE: Date Received: _____ Amount: \$ 50.00 Not Required: _____

9. LIABILITY INSURANCE: Required: X Amount: \$1,000,000.00

10. COST RECOVERY: Required: _____ Amount: _____

11. FACILITY USE FEE: Required: _____ Amount: _____

ISSUANCE of this authorization is subject to the conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures:

Authorization Holder: _____
Signature Title Date

TOWN MANAGER: _____
Signature Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation.
2. The holder shall exercise this privilege subject to the supervision of the Harbor Master. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable harbor area policies, procedures and regulations. The commercial services described above are to be provided to the facilities mentioned above, visitors at reasonable rates and under operating conditions satisfactory to the Town Manager.
3. This authorization is issued upon the express condition that the Town of Chincoteague, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the Town of Chincoteague, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same. This indemnification will survive the revocation or expiration of the permit.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$1,000,000.00 and underwritten by a United States company naming the Town of Chincoteague, 6150 Community Drive, Chincoteague, VA 23336, as additional insured. Holder agrees to have on file with the Town copies of the above insurance with the proper endorsements.
5. Cost incurred by the Town as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the Town, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise there from: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the Town of Chincoteague Town Manager.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Town Manager.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the facilities mentioned above. The holder shall not engage in any groundbreaking activities without the express, written approval of the Town Manager.
11. The holder is to provide the Town Manager upon request annually a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the Town Manager may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the Town of Chincoteague access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

SPECIAL KAYAK CONDITIONS

1. The holder is not authorized to subcontract any responsibility, services, or equipment from concessioners.
2. The Cost Recovery and Facility Use Fees are paid to the Town of Chincoteague at the time CUA is authorized and annually thereafter, no later than January 15 each calendar year.
3. This CUA will be for not more than 28 kayaks disbursed and managed as follows:
 - (a) Not more than 20 kayaks total may be in use at any one time; a maximum of 16 for clients, and up to 4 for guides. The 20 kayaks in use at anyone time limit includes kayaks personally owned, used, rented, or operated by the Permittee or its employees, clients and guests.
 - (b) Not more than eight (8) of these kayaks may be tandems.
 - (c) Up to eight (8) kayaks may be utilized for spares to match client needs. Kayaks not in use must be stored at the designated storage location.
 - (d) No kayaks larger than tandems may be used.
 - (e) All kayaks and associated equipment used must be clearly marked with their company name or other identification while conducting business.
4. The holder will have at least one operable waterproof marine channel radio with the lead guide for each group when conducting kayak guiding services.
5. Business transactions will occur off site through advance reservations and payments.
6. No kayak rentals or business transactions (exchange of funds) will be allowed within the public facility. The soliciting of business or advertising will not be allowed on site or within the public facility. This CUA does not authorize the holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned or controlled by the Town of Chincoteague.

7. Permittee shall not perform or provide any food service for its clients under this authorization, including, but not limited to sale or preparation or sale of any food or beverage products.
8. The holder acknowledges that this authorization grants non-exclusive use of public facility areas. The holder shall ensure that the rights and privileges of other public facility visitors are recognized.
9. The holder will have no fixed facilities on public facility and will leave the area/site in the same condition prior to use.
10. Acknowledgement of Risk
 - (a) The holder may require guests to sign a Visitor's Acknowledgement of Risks form.
 - (b) The holder may not request or require guests participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification agreement.
11. The Permittee shall carry and use portable sanitation device for all day trips in excess of 4 hrs. from sites with fixed sanitation facilities.

APPENDIX SPECIAL TOWN CONDITIONS

- A. Reports – The holder shall submit a monthly use report including the date and number of visitors per trip, no later than the 5th of each month. The holder shall submit an annual report including total number of visitors and gross revenue, not later than 30 days after the day and month of expiration of this authorization.
- B. Administrative Fee – Annual application and administrative fee shall be paid in advance, notwithstanding the length of authorization. Any other costs to the Town of Chincoteague as a result of this authorization shall be recovered by separate itemized billing for collection.
- C. The insurance certificate shall state that the Insurance Company is responsible for contacting the Town of Chincoteague if the Policy has been dropped or it has not been renewed.

Payments are payable to: Town of Chincoteague ATTN: Town Manager
6150 Community Drive
Chincoteague VA 23336

The holder shall supply a Tax Identification Number for administrative purposes in processing payments.