

TOWN OF WINDSOR
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Windsor, Virginia 23487

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TOWN COUNCIL WORK SESSION AGENDA
Meeting to be held virtually.

March 30, 2021

6 p.m.

1. Call to order – Welcome
2. Review/discuss Windsor Town Center Memorandum of Understanding*
3. Review/discuss Windsor Town Center Roof Replacement Bids*
4. Adjournment

Meeting to be held virtually via the Zoom platform.

Topic: Town of Windsor, VA Public Meeting

Join Zoom Meeting

<https://zoom.us/j/94259274743>

Meeting ID: 942 5927 4743

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Town of Windsor

Memorandum

March 30, 2021

TO: The Honorable Mayor and Town Council

FROM: William G. Saunders, IV, Town Manager WGS IV

SUBJECT: Windsor Town Center Memorandum of Understanding

Background

For an extended period of time, the Windsor Town Center Memorandum of Understanding has worked its way back and forth between Isle of Wight (IOW) County and Town of Windsor staff and the Windsor Town Center Advisory Board (WTCAB) with various iterations of the agreement developing over that time.

Specifics

There are two primary differences between the latest iteration and the prior one. They are:

1. Operations Costs (Utilities, supplies, and facility repairs and maintenance) The latest iteration of the MOU was amended by IOW County staff and primarily represents what is currently taking place in lieu of an agreement as it relates to the costs of operations, which is the Town carrying all operations costs; whereas, the previous one had the Town and County sharing operations costs 50/50. [The County currently contributes approximately \$50,000 annually to staffing the facility during the week and covering the activities of IOW Parks & Recreation.]
2. Capital Improvements The latest iteration of the MOU states that any capital improvement projects would be negotiated and agreed to in a separate agreement; whereas, the previous MOU stated that both parties would agree to the necessity of any capital improvement projects under that agreement.

The WTCAB reviewed the previous version at their June 24, 2019 meeting and was agreeable to it. The latest iteration was reviewed by the WTCAB at their August 25, 2020 meeting, where there were several questions and concerns about what constituted a capital project. Primarily, would capital improvements only include improvements to the facility or would they include repairs and replacement of large systems such as a roof or HVAC system?

Enclosures

Latest MOU dated 12/22/2020

Recommendation

For your information

MEMORANDUM OF UNDERSTANDING

Between
ISLE OF WIGHT COUNTY,
And
THE TOWN OF WINDSOR

Parties. The parties to this agreement are the Town of Windsor, Virginia, and Isle of Wight County, Virginia.

Purpose. The purpose of this agreement is to establish expectations concerning the staffing and operations of the Windsor Town Center.

Responsibilities

Isle of Wight County

Isle of Wight County will provide staffing for the facility, at no cost to the Town of Windsor, during normal operating hours and during any hours that Isle of Wight County Parks and Recreation (herein known as P&R) has a program utilizing the facility. Isle of Wight County will market the center as part of their normal marketing for Parks and Recreation programs. Damages that occur during, or as a result of, P&R functions shall be the responsibility of Isle of Wight County.

Isle of Wight County will provide funding contributions in the amount of 50% of the annual operating costs annually. Operating costs shall include, utilities, supplies, and facility repairs and maintenance.

Town of Windsor

The Town of Windsor will provide an office for P&R staff and will cover 50% of all utilities, supplies, maintenance and repair costs for the facility. Capital improvements will be shared with mutual agreement for need or by individual if required by specific party.

The Town of Windsor will provide a staff person for times when the facility is rented for non P&R functions.

Other Provisions

If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

Insurance

Both parties agree to add the other as an additionally insured party on their respective insurance policies.

Effective Date

The terms of this Agreement will become effective upon signature of all parties.

Modification

This agreement may be modified upon the mutual written consent of all parties. In the event of an emergency, verbal modification may be reached until which time written resolution may be reached.

Termination

The terms of this agreement will remain in effect until terminated by any party. Termination may only occur after providing one hundred eighty (180) days written notice.

Approved By:

Isle of Wight County

Date

Town of Windsor

Date

MEMORANDUM OF UNDERSTANDING

Between
ISLE OF WIGHT COUNTY,
And
THE TOWN OF WINDSOR

Parties. The parties to this Agreement are the Town of Windsor, Virginia, a Virginia municipal corporation, and Isle of Wight County, Virginia, a political subdivision of the Commonwealth of Virginia.

Purpose. The purpose of this Agreement is to establish expectations concerning the staffing and operations of the Windsor Town Center.

Responsibilities

Isle of Wight County

Isle of Wight County will provide staffing for the facility, at no cost to the Town of Windsor, during any time that Isle of Wight County Parks and Recreation (herein known as P&R) has a program utilizing the facility (current hours are 12:00 pm to 8:00 pm Monday through Friday).

Damages that occur during, or as a result of, P&R functions shall be the responsibility of Isle of Wight County.

Town of Windsor

The Town of Windsor will provide an office for P&R staff and will cover all utility and maintenance cost for the facility.

The Town of Windsor will provide a staff person for times when the facility is rented outside of normal P&R programming activities.

Other Provisions

The Parties agree that they shall negotiate in good faith to enter into a separate binding agreement regarding any future capital improvements to the Windsor Town Center and the portion of such cost, if any, to be borne by each Party.

Insurance

Both parties agree to add the other as an additionally insured party on their respective insurance policies.

Modification

This Agreement forms the entire agreement among the Parties and supersedes any and all understandings, agreements, letters of intent and negotiations between the Parties relative to the subject matter. This Agreement may not be modified or amended except in writing signed by all Parties.

Assignment

The rights and obligations under this Agreement may not be assigned by either Party hereto without the prior written consent of the other Party.

Non-Discrimination

The Parties agree that at no time it shall discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability, age, or gender.

Counterparts

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the Parties will constitute a single, original instrument.

Waiver

The failure of either to insist upon strict performance of any obligation in this Agreement shall not constitute a waiver of said Party's right to demand strict compliance therewith in the future.

Governing Law and Severability

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be determined to have been delivered and accepted by the Parties in the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.

If any portion of this Agreement shall be adjudged invalid, illegal or unenforceable, no other provision shall be affected in any way.

Termination

The terms of this Agreement will remain in effect until terminated by any party. Termination may only occur after providing one hundred eighty (180) days written notice.

Execution

The foregoing Agreement was duly adopted, accepted and approved by the Board of Supervisors and Town Council at regular meetings held on the _____ day of _____ 2019 by the Board of Supervisors of Isle of Wight County and on the _____ day of _____ 2019 by the Town Council of the Town of Windsor.

Town of Windsor

By _____
Mayor

Date

Attest:

Clerk

Approved as to form:

Town Attorney

Isle of Wight County

By _____
Chairman

Date

Attest:

Clerk

Approved as to form:

County Attorney

Town of Windsor

Memorandum

March 30, 2021

TO: The Honorable Mayor and Town Council

FROM: William G. Saunders, IV, Town Manager WGSTT

SUBJECT: Windsor Town Center Roof Replacement Bids

Background

An Invitation for Bids for roof replacement at the Windsor Town Center (WTC) was posted on eVA, the Virginia Business Opportunities' website, and the Town of Windsor website on February 22, 2021. A non-mandatory pre-bid meeting was held at the Town Center on March 1, 2021, where four roofing contractors attended. Bids had a deadline of Noon on March 24, 2021, when a virtual, public bid opening was held via the Zoom platform.

Specifics

The bid opening was held at Noon on March 24, 2021 and five (5) bids were received for the roof work on the WTC. Most came in lower than the engineer's estimate of \$300,000 and ranged from \$237,700 to \$333,701. Currently, research is being undertaken to determine if the lowest apparent bid is also the most responsive and responsible.

Enclosures

Bid Tabulation Sheet
Engineers Estimate

Recommendation

For your information



Contractor Bid Tabulation
Windsor Town Center, Windsor, Va.
IFB No. 2021-01 March 24, 2021

Contractor	Bid Bond	Ad's 1-5	Lump Sum Base Bid	Allowance #1 Repair Steel Deck with Steel Plates	Allowance #2 Replace Deteriorated Steel Deck	Allowance #3 Replace Deteriorated Wood Blocking
Adelphia Contracting, Inc.	Yes	Yes	\$237,700	\$50 SF	\$10 SF	\$7 BF
Roof Systems of VA	Yes	Yes	\$257,000	\$8 SF	\$9.50 SF	\$4.50 LF
AAR Roofing of NC	Yes	Yes	\$266,285	\$7.50	\$10	\$4.50
DeShazo Roofing	Yes	Yes	\$285,980	\$5 SF	\$6.50 SF	\$6.75 LF
Roof Services	Yes	Yes	\$333,701	\$4.50 SF	\$7.50 SF	\$3.25 SF

WINDSOR TOWN CENTER ROOF REPLACEMENT & MOISTURE REMEDIATION

Roof Design - REI Engineers (includes Construction Administration)	\$ 13,037.20
Engineer's Estimate For New Roof (15000 Sf at \$20.00/sf) Estimate 60 days for installation	\$ 300,000.00
First Atlantic Environmental Mold Remediation - based on their quote dated 9/2/2020 (4 day duration) Quote does not include sheetrock replacement Quote does include r/r of ceiling tiles	\$ 14,186.00
Alpha Corporation - Project Management 60 days at 4 hours/day - includes writing IFB Mileage, Phone and truck	\$ 33,600.00 \$ 2,000.00
Duct Cleaning (supply duct)	\$ 10,000.00
TOTAL PROPOSED PRICE	\$ 372,823.20
Contingency - 8% (includes replacing wet material per REI report)	\$ 29,825.86
TOTAL	\$ 402,649.06

Town of Windsor

Memorandum

March 1, 2021

SUBJECT: Directions for Accessing Virtual Public Meeting

This meeting will be held on the Zoom format, directions to join the meeting are below:

Topic: Town of Windsor, VA Public Meeting

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