

TOWN OF WINDSOR
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TOWN COUNCIL WORK SESSION AGENDA
Meeting to be held virtually.

April 5, 2021

5 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

April 5, 2021

TO: The Honorable Mayor and Town Council

FROM: William G. Saunders, IV, Town Manager W.G.S 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.

The Mayor and Town Manager of the Town of Windsor were before the Isle of Wight Board of Supervisors at the Board's April 1, 2021 Work Session and discussed the MOU and the few items that the Town Council would like to have clarified. A draft MOU from the IOW County Attorney is expected for review with several proposed changes.

Specifics

The expected changes since the last review relate to the following:

1. Capital Improvements The MOU dated 12/22/2020 states that any capital improvements would be negotiated and agreed to in a separate agreement; however, the Town Council had questions about what types of improvements or expenses were envisioned by the county to be included in this definition.

This should be revised to define capital improvements and capital expenses/repairs and also separate them; whereby, capital expenses/repairs of existing systems would be included in the MOU as a shared expense between the Town and County, and voluntary capital improvements would be negotiated separately. **Due to this change, the Board would like to have both localities adopt the MOU prior to their sharing the cost of the roof project as a capital expense/repair.**

2. Operational Costs The MOU dated 12/22/2020 states that the Town is to carry all operational costs; the Town Council wanted the specific costs that the Town is responsible for listed in the MOU.

This should be revised to define operational costs as utilities, cleaning, refuse & recycling, insurance, supplies, maintenance, and minor repairs; which the Town is currently responsible for in practice.

3. Booking of Events by County Staff The Town Council expressed a concern with County staff booking events that would potentially allow for inequities between groups' fees between those booked by the Town and the County staff; further, where the Town may incur costs related to an individual booking that were not covered by those fees.

This should be revised to include a statement to the effect of booking done by County staff will be done per Town policy. This way, the Town can create a written policy for booking events that Town and County staff can use for consistency and the policy can be amended from time to time without having to amend the MOU.

4. Town Staff having to Cover County Parks & Recreation Events The Town Council had a concern that the way the MOU described staff coverage of County Parks & Recreation events that the Town may be responsible for staffing their events on the weekends.

No change to the MOU is anticipated in this language as it is the County's contention that the hours listed were just to describe what is taking place currently, but that coverage will be flexed such that County staff will cover all County Parks & Recreation events.

5. County Use of Facility (Other than Parks & Recreation) The Town Council had a concern about the high percentage of usage by the facility by county departments other than Parks & Recreation (The high percentage of use during the period analyzed likely results from the pandemic situation). This facility is very convenient and accommodating and the County would like to maintain the ability to use the facility and be exempt from fees.

There will likely be a revision to carve out an exemption for use by County staff at no cost when the facility is otherwise available, such that paying customers would take precedent and the Town would incur no additional costs due to this use.

It is hoped that the MOU can be adopted by the Town Council prior to the Board of Supervisor's April 14th meeting, so that it can be presented to them then in order to further the roof replacement conversation.

Enclosures

Revised MOU will be forwarded asap if not enclosed

Recommendation

For your information

Town of Windsor

Memorandum

April 5, 2021

TO: The Honorable Mayor and Town Council

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

SUBJECT: Windsor Town Center Roof Replacement Bids

Background

An Invitation for Bids for roof replacement at the Windsor Town Center (WTC) was posted and the apparent low bid for roof replacement came in at \$237,700; the latest total cost projection for the roof and remediation project coming in at \$358,663.

The Mayor and Town Manager of the Town of Windsor were before the Isle of Wight Board of Supervisors at the Board's April 1, 2021 Work Session to present the new project cost information.

Specifics

The Board of Supervisors reiterated their interest in sharing the cost of the project, as well as providing the funds up front; however, they stopped short at committing a specific amount of funds. The Board was thorough in their review of the project, conveying that due to some element of unknown costs and their not having an active role in the management of the project, that they would likely set a cap for their cost-share amount, rather than agreeing to fund any potential cost overruns later in the project.

Further, they effectively conditioned the release of funds for the project with the adoption of the Memorandum of Agreement; which is not irrelevant to the roof project, as it seems that the Board is interested in bringing the cost-sharing of capital expenses/repairs back into the MOU.

Another new development is the Town Attorney's finding that the lease agreement with the School Board requires written approval from the Board prior to any 'material alteration or addition to the facility'; it is hoped that the roof replacement does not meet that standard, but I am working with School Board staff to determine this and if needed to get on the School Board agenda for their April 22nd meeting.

Enclosures

Project Cost Projection 2020/04/01

Recommendation

For your information

**WINDSOR TOWN CENTER ROOF REPLACEMENT
& MOISTURE REMEDIATION**

Investigative, Upfront Costs	\$21,572.60
Roof Assessment - REI Engineers	
Asbestos Testing - REI Engineers	
Project Management - Alpha Corp.	
Roof Design - REI Engineers	\$13,037.20
(includes Construction Inspections, Certification)	
Roof Replacement (Apparent Low Bid)	\$237,700.00
Remediation - First Atlantic Environmental	\$14,186.00
Project Management - Alpha Corporation	\$35,600.00
Duct Cleaning (HVAC supply duct)	\$10,000.00
TOTAL PROPOSED PRICE	\$332,095.80
Contingency - 8%	\$26,567.66
(includes replacing wet material per REI report)	
TOTAL	\$358,663.46
(W/ Contingency)	