

THE TOWN OF  
**Windermere**



**MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE**

**Mayor Jim O'Brien**

**Council Members**

**Chris Sapp**

**Andy Williams**

**Bill Martini**

**Tony Davit**

**Mandy David**

***Agenda***

***Agenda***

**May 25, 2021**

**6:00 PM**

**VIRTUAL WORKSHOP**

**JOIN ZOOM MEETING**

**[HTTPS://US06WEB.ZOOM.US/J/87606889571?](https://us06web.zoom.us/j/87606889571?pwd=DGU5UNIVVXERS0Q3EXLVY24VSGGWDZ09)**

**PWD=DGU5UNIVVXERS0Q3EXLVY24VSGGWDZ09**

**MEETING ID: 876 0688 9571**

**PASSCODE: 754836**

**PLEASE TURN OFF ALL CELL PHONES AND PAGERS**

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceedings should contact the Office of the Clerk at least 48 hours beforehand at (407) 876-2563.

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversation shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or/who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

## AGENDA

### **CALL TO ORDER**

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
  - FLAG SALUTE
  - INVOCATION
1. **OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)**
  2. **SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS #1**
    - a. Boathouse Lease presentation (Attachments-Board Option)
      - 2.a Executive Summary
      - 2.b April Historic Preservation Board Special Meeting Minutes
      - 2.c Legal Memorandum
      - 2.d Boathouse Map
      - 2.e Boathouse Lease - First Amendment
      - 2.f Boathouse Lease (old)
  3. **SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS #2**

3.a American Recovery Act Presentation (Attachments-Board Option)

**4. TIMED ITEMS AND PUBLIC HEARING**

**5. CONSENT AGENDA**

**6. NEW BUSINESS**

- a. ~~MINUTES~~
- b. ~~RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING~~
- c. ~~APPOINTMENTS~~
- d. ~~CONTRACTS & AGREEMENTS~~
- e. ~~FINANCIAL~~
- f. ~~OTHER ITEMS FOR CONSIDERATION:-~~

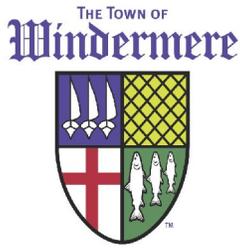
**7. MAYOR & COUNCIL LIAISON REPORTS**

- a. MAYOR O'BRIEN
- b. COUNCILMAN WILLIAMS
- c. COUNCILMAN SAPP
- d. COUNCILMAN MARTINI
- e. COUNCILMAN DAVID
- f. COUNCILMAN DAVIT

**8. STAFF REPORTS**

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY HEATHER RAMOS
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE
- e. CLERK DOROTHY BURKHALTER

**ADJOURN**



## EXECUTIVE SUMMARY

**SUBJECT:** Boathouse Leases

**REQUESTED ACTION:** Board Option

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 5/25/21

Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** TBD

Annual

Capital

N/A

**FUNDING SOURCE:** \_\_\_\_\_

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

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### HISTORY/FACTS/ISSUES:

Mayor & Council,

The boathouse leases that were set to expire in February 2021 were extended on December of 2020. The term of the new leases terminate in August 2021. In order to (i) reduce the administrative burden of dealing with the boathouses (ii) to reduce the frequency or eliminate entirely the issue coming before the Town Council and (iii) reduce the pressure residents put on the town to answer the question as to how someone can "get one of those boathouses" staff has worked with HPB on the following:

- Town to grant current tenants a 99-year lease
- Lessee will pay property taxes and a maintenance or rental fee
- Owners must be Town Residents
- Any transfer must be conducted via a public advertisement to allow all residents an opportunity to lease
- Can only be bequeathed to an immediate descendent who is a current resident in Town
- Lessee will be responsible for all maintenance, repairs and any additions must be approved by HPB
- Lessee will hold an insurance amount for the Boathouse in the amount to be determined by Town Council
- Town Council to determine reasonable rental fee
- Should the tenant move out of Town they will need to transfer as mentioned above
- Should the lessee abandoned or be subject to more than 3 code enforcement proceedings during the tenure of the lease, the lease lessee will be required to transfer in the process mentioned above.

**Legal Analysis:**

*All of the suggestions below are doable - whether the Town or individuals are the owners of the boathouse structures is a business decision to be made by the Town Council. It all depends on how involved the Town wants to be in the process. There are very few (if any) legal issues – we should establish ownership in the ultimate boat house agreements and we need to make sure that the Town is protected via insurance and indemnification.*

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Windermere Historic Preservation Board  
Special Meeting Minutes  
April 19, 2021

**IN ATTENDANCE**

Hannah Ammar

Amanda Black

~~Joan Foglia~~

Mary Fran Howard

George Poelker

Jackie Rapport

Andy Williams

**Call to Order** – 3:10pm

**Open Forum / Public Comments** – None

**New Business** –

A quorum is present.

Town Council would like HPB to recommend how to proceed with the historic boathouses.

The HPB is most concerned with the preservation, maintenance and appearance of the boathouses. They add a certain charm and cache to the town and are a scenic overlook for photographs of Lake Butler. The fear is that if the site is opened up to public access it will become crowded, unmanageable and a real nuisance, especially on weekends.

Discussion centers around how a long-term solution to this issue will give the owners the confidence to maintain and preserve the structures.

Andy suggests that the Town grant a 99 year lease. The lessee must pay property taxes and a small maintenance fee. Conditions of lease should include:

1. Boathouses can only be owned by Town residents.
2. The boathouse can only be sold via public sale to Town residents.
3. The boathouse may be bequeathed to a family member who lives in Town.
4. Town should acknowledge individual ownership of the boathouses.
5. Boathouse owners are responsible for maintenance and repair, according to the historic standards.

George recommends the lease be for riparian rights.

Hannah and Joan would like the boathouses to stay as a visual feature and HPB should have the right to inspect and develop building and maintenance standards, as the structures are listed on the Local Historic Register.

Hannah makes a motion that the Town offers current boathouse owners a 99 year lease with the stipulation that they are always maintained to HPB standards. Ownership must stay local and if sold, must go through a public sale to Town Residents. Boathouses can be inherited by family members who reside within Town limits.

Amanda seconds the motion. George recuses from voting due to conflict of interest. Approved unanimously by attending members.

**Adjourn** – 3:30pm

## MEMORANDUM

**TO:** Mayor and Council of the Town of Windermere  
**FROM:** GrayRobinson, P.A.  
**DATE:** November 4, 2020  
**SUBJECT:** Windermere Boathouses

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This memorandum addresses questions concerning the five boathouses located on Lake Butler. It is meant to be supplemental to the August 10, 2012, GrayRobinson memorandum.

***What is the status of the five boathouse Lease Agreements?*** The boathouse agreements will automatically expire on February 28, 2021, without action by the Town or the lessees.<sup>1</sup> There are no renewal terms remaining under the Lease Agreements.<sup>2</sup>

***What happens when the Lease Agreements expire?*** Each lessee has the right to remove all “lumber building materials, boat hoists and fixtures within thirty (30) days of termination should it chose to do so, provided said removal is not prohibited by law.”<sup>3</sup> If a lessee does not remove such materials and fixtures on or before March 30, 2021, then the Town may relet or remove a boathouse, or proceed in any other manner at the Town’s discretion. Unless the Town Council decides to extend the Lease Agreements, we would suggest that the Town provide written notice to the lessees regarding the lessees’ ability to remove the materials and items on or before March 30, 2021.

***What if the Town Council elects for the boathouses to remain after the expiration of the Lease Agreements?*** The Town would need to negotiate this point with the lessees since the lessees have the right in the Lease Agreements to remove the lumber building materials, boat hoists and fixtures.

***Who are the owners of the boathouses?*** We addressed this issue in 2012, and our position has not changed. From the historical documentation, there is a strong argument that the Town is the owner of the boathouses since the Town is the owner of the underlying property. A title search in 2012 confirmed the Town’s ownership of the underlying property. The company performing

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<sup>1</sup> Section Seventeen of the Lease Agreements.

<sup>2</sup> Section Twelve of the Lease Agreements provides in part that the lessees had the ability to renew the Lease Agreements for “an additional term of ten (10) years. . . .” Black’s Law Dictionary defines the word “an” as “The English indefinite article, equivalent to “one” or “any”; seldom used to denote plurality.”

<sup>3</sup> Section Twelve of the Lease Agreements.

Mayor and Council, Town of Windermere  
November 4, 2020  
Page 2

the search was unable to provide a clear chain of title for the boathouses. Additionally, other than quitclaim deeds, the boathouse users have been unable to provide documentation to the Town which demonstrates ownership of the boathouses.

***What is a quitclaim deed?*** With a quitclaim deed, the interest being transferred to the buyer (or grantee) is whatever interest the seller (or grantor) has in the subject property. If a seller does not possess a valid interest in property, the seller cannot transfer an interest in that property by using a quitclaim deed.<sup>4</sup>

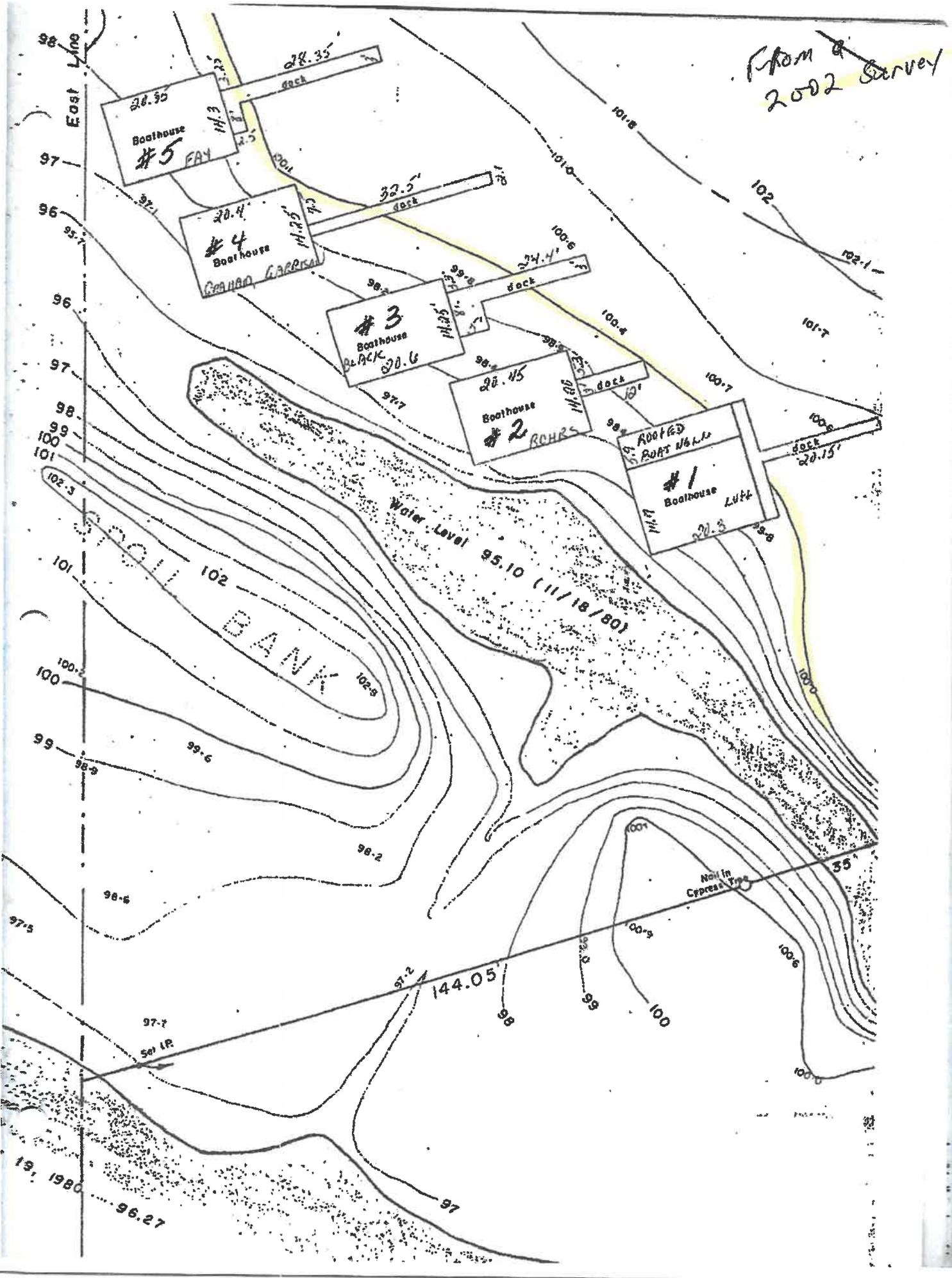
***What is the effect of the Lease Agreements stating that the lessees own the boathouses?*** A lease agreement is a contract – it is a negotiated document. In this instance, even if the lessees are deemed the owners of the boathouse structures, the parties negotiated an end date for the Lease Agreements – February 28, 2021. The parties also negotiated the ability of the lessees to remove all “lumber building materials, boat hoists and fixtures within thirty (30) days of termination should it chose to do so, provided said removal is not prohibited by law.” If the expiration of the Lease Agreements is challenged on the premise that the lessees are the owners of the boathouses, there are likely no remedies available to the lessees as long as the Town complies with the terms and conditions of the Lease Agreements.

***What if action taken by the Town Council regarding the boathouses is challenged?*** There is likely little legal recourse for a boathouse lessee, especially since the Lease Agreements are negotiated contracts and the language and requirements in the Lease Agreements are clear. We expect that if a lawsuit were filed against the Town it would be dismissed quickly.

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<sup>4</sup> *June Sand Co. v. Devon Corp.*, 23 So. 2d 621 (Fla. 1945).

From a 2002 Survey



**FIRST AMENDMENT TO THE LEASE AGREEMENT  
for  
BOATHOUSE NUMBER 1**

This First Amendment to the Lease Agreement (“Amendment”) is made as of the last signature date below and amends the Lease Agreement between the **Town of Windermere**, Florida, a municipal corporation of the State of Florida (“Lessor”) whose address is 614 Main Street, Windermere, FL 34786 and **Curt Fraser**, an individual (“Lessee”), whose address is 415 West 3rd Avenue, Windermere, FL 34786.

(1) **Background.** Lessor and Lessee are parties to the March 1, 2001 Lease Agreement which will terminate on February 28, 2021. At the December 8, 2020 meeting of the Town Council for the Town of Windermere, the Town Council voted to extend the Lease Agreement for a period of 6 months to facilitate discussion concerning the future of the boathouse.

(2) **Termination Date of the Lease.** The amended termination date of the Lease Agreement is August 28, 2021.

(3) **Ratification of Existing Lease Provisions.** All provisions of the Lease Agreement not specifically amended by this First Amendment shall remain in full force and effect.

(4) **Counterparts.** The parties may sign this Amendment in counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

(5) **Electronic Signatures.** This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Amendment “electronic signature” includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

The parties agree to the above terms and conditions.

**Town of Windermere:**

**Curt Fraser:**

By: \_\_\_\_\_  
Mayor Jim O’Brien

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LEASE AGREEMENT

THIS AGREEMENT is made on March 1, 2002, between the TOWN OF WINDERMERE, FLORIDA, a municipal corporation of the State of Florida, Lessor, and Gerald W. Fay, whose address is 28 Pine Street, Windermere, FL 34786 PO Box 302, Lessee.

IN CONSIDERATION of the mutual covenants herein set out, the parties agree as follows:

### SECTION ONE DESCRIPTION OF LEASED PROPERTY

Lessor owns certain property above the mean high water mark and the riparian rights to the property below such mark contiguous to and within an unnamed lagoon off the North side of Lake Butler in the Town of Windermere, Florida in Township 23, Range 28, Section 7, Orange County Florida. Lessee owns a boat house which is located on property below the mean high water mark of the described property and which is subject to the riparian rights of the Lessor, said boat house being designated as Number 5 on the sketch attached hereto depicting a cluster of five (5) such boathouses. Lessor hereby leases to Lessee the right of ingress and egress to the boathouse and the right to use and occupy the boathouse on the lake bottom on which it is situated.

### SECTION TWO TERM

The commencement date of this Lease is retroactive to March 1, 2001 (Effective Date) and shall extend for a period of ten (10) years and terminate on February 28, 2011 unless extended by other provisions of this Lease.

### SECTION THREE RENT

Lessee agrees to pay an initial annual rent for the first year in the amount of Ten Dollars (\$10.00) payable upon execution of this Lease. Annual rent for each year thereafter shall be paid in an amount no less than \$400.00 and shall be calculated as follows:

Commencing March 1, 2003, and March 1 of each year thereafter, annual rent shall be a figure computed by multiplying the rent for the preceding twelve month period by a fraction, the numerator of which shall be the Consumer Price Index, the United States Department of Labor for January of each year prior to the respective anniversary date (March 1 of each year) and the denominator of which shall be said Consumer Price Index (CPI) for January

of the previous year. The formula for such adjustment shall be as follows:

March 1, 2003 and March 1 each succeeding year:

1. 
$$\frac{\text{January current year CPI}}{\text{January previous year CPI}} = \text{Fraction}$$
2. 
$$\frac{\text{Fraction X preceding twelve month}}{\text{Rental amount}} = \text{Monthly Rental}$$

If the Consumer Price Index should not be available, then the parties shall agree upon a conversion factor or a new Index, said Index being generally accepted and approved as an Index reflecting the contemplated fluctuation and the purchasing power of the United States Dollar.

#### SECTION FOUR QUIET ENJOYMENT

Lessor covenants that on performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the premises for the agreed term.

#### SECTION FIVE USE OF PREMISES

The premises shall be used and occupied by Lessee exclusively for storage of Lessee's water craft, and no part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession or trade of any kind, or for any purpose other than as specified herein. Under no circumstances shall any sign be placed on or about the premises by Lessee except a no trespassing sign.

#### SECTION SIX ACCEPTANCE BY LESSEE

Lessee has inspected and knows the condition of the premises and accepts the same in their present condition .

#### SECTION SEVEN MAINTENANCE AND REPAIR BY LESSEE

Lessee hereby agrees to maintain the premises in good repair and in a clean, safe and sanitary condition. The Lessee agrees, either individually or together with the other Lessees, to take the necessary steps to clean the lagoon and boat basin area surrounding the boat

houses. The clean-up shall be performed as set forth in the Biosphere proposal dated December 14, 2001, a copy of which is attached hereto as Exhibit A. Maintenance of the lagoon and basin, landscaping and maintenance of the surrounding area shall be the responsibility of the Lessor.

Lessee shall maintain the boat house structure in a safe condition and to paint the surfaces of the boat house in a clean, fresh and attractive condition.

Lessor agrees to cooperate with the Lessee in connection with Lessee's efforts to maintain, improve or alter the waterway adjacent to the boat house, provided all such efforts fully comply with all federal, state and county regulations, both environmental and otherwise.

#### SECTION EIGHT INSURANCE AND INDEMNITY

Lessee shall secure comprehensive liability insurance for personal injury or property damage to any person or corporation with a company acceptable to Lessor in limits not less than \$500,000.00/\$1,000,000.00. Lessor shall be named as additional insured and loss payee. The policy shall contain a provision that Lessor is entitled to at least fifteen (15) days' notice from the insurance company before cancellation of the policy. If Lessee fails to obtain the insurance, Lessor may do so and Lessee shall reimburse Lessor for the cost of it on written demand. Lessee shall furnish Lessor with Certificate of Insurance before taking possession of the property showing the coverage afforded, expiration date and payment of premium. Lessor may reasonably require evidence at reasonable times during the term of this lease or any extension of it that the insurance remains in force.

#### SECTION NINE UTILITIES AND TAXES

Lessee shall be responsible for arranging and paying for any and all utility services on the premises.

Lessee shall pay all real property taxes assessed against the leased property by any authorized governmental entity. Payment shall be made directly to Lessor with ten(10) days of written notice from Lessor setting forth the amount of taxes due.

#### SECTION TEN DAMAGE BY CASUALTY

In case the leased premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of Lessee, this Lease

shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest therein to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessee shall exercise such option to terminate this Lease by notice in writing delivered to Lessor within thirty (30) days after such damage or destruction. In case Lessee shall not elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessee shall repair the leased premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment and other personal property, within thirty (30) days after the request of Lessor. If the leased premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then Lessee shall repair the same with all reasonable promptness. No compensation or claim shall be made by or allowed to Lessee from Lessor by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises, however the necessity may occur.

#### SECTION ELEVEN DANGEROUS MATERIAL

Lessee shall not keep on the premises any items of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Notwithstanding the foregoing, any storage of gasoline in or about the premises must be in government approved containers, not to exceed at any one time ten (10) gallons in quantity.

#### SECTION TWELVE SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall surrender the ownership and possession of the premises in as good state and condition as they were at the commencement of this Lease, reasonable use, wear and tear and damages by the elements excepted; provided however Lessee will have the right to remove all lumber building materials, boat hoists and fixtures within thirty (30) days of termination should it chose to do so, provided said removal is not prohibited by law.

#### SECTION THIRTEEN ABANDONMENT

If at any time during the term of this Lease Lessee abandons the premises or any part thereof, Lessor may, at its option, obtain possession of the premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. If lessor's right of reentry is exercised following abandonment of the premises

by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

#### SECTION FOURTEEN DEFAULT

If Lessee fails to comply with any of the material provisions of this Lease, within thirty (30) days after delivery of written notice by Lessor specifying the noncompliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate the Lease.

#### SECTION FIFTEEN ASSIGNMENT AND SUBLETTING

Subject to compliance with the terms of this Lease, Lessee may assign this Lease or sublet or grant any license to use the premises or any part thereof only to bonafide residents of the Town of Windermere or record title owners of real property located in the Town of Windermere. Lessee shall give to Lessee, in writing, at the time of such assignment or subletting, the name, address and telephone number of the person to whom the assignment or sublease was made.

#### SECTION SIXTEEN ALTERATIONS AND IMPROVEMENTS

Lessee shall be considered the owner of the boat house structure. Lessee shall be permitted to make any alterations and improvements to the existing building or to replace the existing building with a new building provided that any alteration or improvement complies with applicable building codes and otherwise complies with this Lease.

#### SECTION SEVENTEEN RENEWAL OF LEASE

Lessee may renew this Lease upon the same terms and conditions as set forth herein for an additional term of ten(10) years upon giving Lessor at least ninety (90) days written notice of intent to renew prior to the termination date of this Lease.

#### SECTION EIGHTEEN ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing





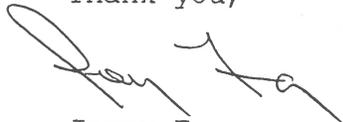
April 1, 2002

Ms. Dorothy Burkhalter  
c/o Town of Windermere

Dorothy,

Please consider this letter as notification of my  
intent to renew my lease on Boathouse No. 5, as per  
Section 17 of the lease.

Thank you,

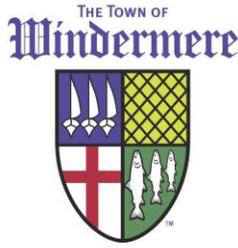


Jerry Fay

**RECEIVED**

**APR 01 2002**

**TOWN OF WINDERMERE**



## EXECUTIVE SUMMARY

**SUBJECT:** 2021 American Rescue Plan Act

**REQUESTED ACTION:** Board Option

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 5/25/21

Special Meeting

**CONTRACT:**  N/A

Effective Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Vendor/Entity: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \$1,490,000

Annual

Capital

N/A

**FUNDING SOURCE:**

American Rescue Plan Act

**EXPENDITURE ACCOUNT:**

TBD

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### HISTORY/FACTS/ISSUES:

Mayor & Council,

The American Rescue Plan Act was signed into law on March 12th, delivering \$65 billion of direct and flexible aid to America's cities, towns and villages. Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. Within the categories of eligible uses listed, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. In addition to allowing for flexible spending up to the level of their revenue loss, recipients can use funds to:

**Support public health expenditures**, by – among other uses – funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, mental health and substance misuse treatment and certain public health and safety personnel responding to the crisis;

**Address negative economic impacts caused by the public health emergency**, including by rehiring public sector workers, providing aid to households facing food, housing or other financial insecurity, offering small business assistance, and extending support for industries hardest hit by the crisis

**Aid the communities and populations hardest hit by the crisis**, supporting an equitable recovery by addressing not only the immediate harms of the pandemic, but its exacerbation of longstanding public health, economic and educational disparities

**Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service during the pandemic; and,

Invest in water, sewer, and broadband infrastructure, improving access to clean drinking water, supporting vital wastewater and stormwater infrastructure, and expanding access to broadband internet.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later.

Funds must be spent by December 31, 2024. State and local governments will have to report how funds are being used and how tax revenue was modified through “periodic reports.” The U.S. Treasury will define what “periodic” means.

**Investing in water and sewer infrastructure (Existing Projects)**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

Current Potable Water Projects: (Construction costs are ballpark at this time)

HMGP Grants: Time sensitive

- West Second Avenue Potable Water Design: \$20,020
- West Second Avenue Potable Water Construction: \$707,575
  
- Bessie Basin Water Main Design Cost: \$72,070
- Bessie Basin Water Main Construction Cost: \$718,900
  
- Butler Basin Water Main Design Cost: \$54,230
- Butler Basin Water Main Construction Cost: \$361,400

Town Funded: No established timeline:

- Old Dirt Main Water Design: \$32,870
- Old Dirt Main Potable: \$351,000

For West Second Ave, Bessie Basin, and Butler Basin projects, the \$146,320 is covered under this FY budget for design costs. (budgeted \$152,000 for design or construction)

The \$1,426,475 for the construction of water mains for West Second Ave and Bessie Basin can be covered by the Recovery Act.

The balance can be split between design cost offset and premium pay as indicated below.

This will ensure that the money will be spent in accordance with Department of Treasury guidance and within the timeframes allowed.

Butler Basin Water Main Construction will be covered by Water Reserves and next FY Budget (October 1<sup>st</sup>)

### **Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs.

#### **Recommendation:**

- All Full Time Employees to receive \$2,000 bonus
- All Part Time Employees/Reserves to receive \$1,000

#### **Financial Impact:**

- Full Time Staff 25: \$50,000
- Part Time Staff 1: \$1,000
- Reserves 5: \$5,000
- Crossing Guards 3 \$3,000
- Total \$59,000

(March 2020-March 2021 = \$166.66 bonus per month or \$38 per week in premium pay)

### **Investing in broadband infrastructure (Resident Request)**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies

in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100  
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Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use.

Currently staff is working with fiber companies to determine cost.

Staff will provide updated Capital Improvements List for the future appropriates whether it be State, Federal, State Revolving Funds, HMGP or future stimulus monies.