

Regular Meeting Minutes
Yankeetown Town Council
January, 2023 At 6:00 P.M.
Yankeetown Town Hall
6241 Harmony Lane
Yankeetown, Fl

Meeting Called to Order

Pledge of Allegiance

Attendance:

Area Resident Comments or Announcements

Agenda:

1. Approve Minutes
2. Bill Ekasala- Recently purchased Mr. Cunningham's property and would like to propose a purchase of town property on Anchorage.
3. Interlocal Municipal Election Agreement
4. U.S. Water Proposals
 - a. Pressure Transducer \$4,500.59
 - b. Rebuild RO Concentrate Pump \$9,270.17
 - c. Replace Actuators \$40,721.16
 - d. Replace Air Dryer on air compressor \$2,722.43
 - e. Replace level transducer \$2,878.92
 - f. Grand total \$60,093.27
5. Dumpster for Water Resource Park clean up.
6. Fugate & Fugate Memorandum over Referendum.
7. Payment of Sherri MacDonald Attorney fees.

Council Reports or Announcements:

Mayor Report or Announcements:

Town Administrator Report or Announcements

Area Resident Comments or Announcements

Adjournment



**Regular Meeting Minutes
Yankeetown Town Council
December 5, 2022 At 6:00 P.M.
Yankeetown Town Hall
6241 Harmony Lane
Yankeetown, FL 34498**

Meeting Called to Order

Meeting Called to Order by Mayor Erkel at 6:00 PM

Pledge of Allegiance

Roll Call:

Councilman Pearson

Councilman Fuller

Councilman Redd

Vice Mayor St. John

Mayor Erkel

Attendance: 10

Area Resident Comments or Announcements

Agenda:

1. Approve Minutes
 - a. Motion by Vice Mayor St. John to accept the Minutes as is
 - b. Second by Councilman Redd
 - i. Councilman Pearson-yay
 - ii. Councilman Fuller-yay
 - iii. Councilman Redd-yay
 - iv. Vice Mayor St. John-yay
 - v. Mayor Erkel-yay
2. Christmas Bonuses discussion
 - a. Councilman Fuller begins the conversation that there is a sheet in the packet that shows the amount of money that William Ary has saved the town.

- b. Councilman Fuller states that he would like to give Linda \$1000 and William \$2500.
 - c. Councilman Redd states do not forget that this is tax payer money.
 - d. The floor states that
 - e. Motion by Councilman Fuller
 - f. Second by Councilman Pearson
 - i. Councilman Pearson-yay
 - ii. Councilman Fuller-yay
 - iii. Councilman Redd-yay
 - iv. Vice Mayor St. John-yay
 - v. Mayor Erkel-yay
3. 64th and 67th street discussion
- a. The Town Administrator explains the m
 - b. Motion by Councilman Pearson to cancel project as long as the engineering plans are paid and in hand.
 - c. Second by Councilman Redd
 - i. Councilman Pearson-yay
 - ii. Councilman Fuller-yay
 - iii. Councilman Redd-yay
 - iv. Vice Mayor St. John-yay
 - v. Mayor Erkel-yay
4. Discussion of Referendum
- a. Town Administrator states that a few months ago a council member asked the Administrator to add the discussion of taking the referendum out of the Charter.
 - b. The Council states they think this would be a good opportunity.
 - c. The Floor states that they believe this would be a benefit to the town and Council.
 - d. The Attorney states that he would get with the Administrator the process to make a charter Amendment
5. Yacht Basin sealed bid packets.
- a. Shore builders bid was \$269,925
 - b. Live Flyer bid was \$585,817
 - c. Council Would like to see if FWC would like to increase the grant amount
 - d. Mayor Erkel would like to see if Shore builders can readjust the budget to meet our numbers.

- e. Send RFP to Fugate & Fugate
- 6. Follow up on SafeBuilt discussion from last meeting and how we go forward.
 - a. Ads are placed and we have received one applicant that does not currently hold the licensing but does have the background.

Council Reports or Announcements:

Councilman Pearson makes a statement that there is an issue with the gate at WGP continually gets damaged. Councilman Pearson states he would like the town Admin to purchase 2 game cameras.

Mayor Report or Announcements:

Town Administrator Report or Announcements

Area Resident Comments or Announcements

Adjournment

Mayor Erkel Adjourns the meeting at 7:31 PM

CITY/TOWN OF Yankeetown
INTERLOCAL MUNICIPAL ELECTION AGREEMENT

This agreement made and entered into this ____ day of _____ 2023, by and between TAMMY JONES, SUPERVISOR OF ELECTIONS OF LEVY COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the CITY/TOWN OF _____, FLORIDA, a Florida municipal corporation, (hereafter "City/Town").

ARTICLE I. PURPOSE.

The purpose of this Agreement is to provide for the administration of the Municipal Election to be held on the 4th day of April 2023, for the purpose of electing municipal elected officers. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

ARTICLE II. DATE OF ELECTION.

The Election shall be held and conducted on Tuesday, April 4, 2023. If needed, a run-off election will take place on the ____ day of _____ 2023. If a run-off election is needed this agreement will extend to this run-off election.

ARTICLE III. ELECTIONS SUPERVISOR'S RESPONSIBILITIES.

1. The Elections Supervisor shall prepare the artwork for ballot printing based on information received from the Municipal Clerk/Manager. Upon request and approval of ballot artwork, the Elections Supervisor shall arrange for the printing and testing of the ballots to be used in the Municipal Election.
2. The Elections Supervisor shall prepare poll lists, automatic tabulating equipment, (if requested) and other polling place supplies. Equipment and supplies will be issued to the Municipal Clerk/Manager the day before the election. All equipment and supplies will be picked up from the polling place the Monday following the election.
3. Upon request of voting tabulation equipment, a Logic and Accuracy Test will be scheduled. Canvassing Board members must be present during this testing to ensure accuracy of the voting equipment.
4. Upon request, the Elections Supervisor will provide signatures of all voters registered to vote within the municipality for verifying signatures on Vote-by-Mail ballots. This information is solely for the current election and may not be used for any other purpose.

5. Upon request, the Elections Supervisor shall provide the Municipal Clerk/Manager with a list of Poll Workers who served in previous county elections who may be available for hire.
6. Upon request, the Elections Supervisor will provide poll worker training. Municipal Clerk/Manager or a representative from the City/Town is expected to attend to ensure all procedures are covered.
7. The Elections Supervisor shall provide staff support (on site or by phone) to assist Poll Workers, Municipal Clerk/Manager and Canvassing Board on Election Day. Hours of phone support will be from 6:00 a.m. to 9:00 p.m.
8. The Elections Supervisor will collect the precinct register(s) or electronic poll books from the Municipal Clerk/Manager to update voting history. If precinct registers are used, the precinct register(s) will be mailed or delivered back to the City/Town within two weeks after processing.
9. Any cost associated with the municipal election(s) are predetermined by the Supervisor of Elections and the Municipal Clerk/Manager. The 2023 election request form is attached to this agreement. The cost is for a single election. If a run-off election is needed the charges will be accessed again. Within 30 days of the election an invoice will be mailed, and payment is due by June 1, 2023.

ARTICLE IV. CITY/TOWN RESPONSIBILITIES.

1. The Municipal Clerk/Manager shall be responsible for confirming the accuracy of all dates and times and any information contained to ensure compliance with the City Charter and the Florida Statutes.
2. The Municipal Clerk/Manager is responsible for conducting the election and shall act as the sole qualifying officer. Upon completion of qualifying, the Municipal Clerk/Manager will, no later than close of business on the last day of qualifying provide to the Elections Supervisor the Candidate Oaths and Candidate Form 1's. Official title of each office to be on the ballot and language for referendums must be provided as well.
3. Within 48 hours of receipt of preliminary ballot artwork, the Municipal Clerk/Manager shall review and approve by email before printing will commence.
4. The Municipal Clerk/Manager shall determine how many ballots will be ordered.
5. The City/Town shall publish all public notices required by Florida Statutes in a timely manner.
6. The City/Town shall mail and receive Vote by Mail ballots for the City/Town Election.

7. The Municipal Clerk/Manager shall ensure themselves and any staff take the Division of Elections signature verification course before validating signatures on any vote-by-mail request forms or returned Vote-by-Mail ballots. (F.S. 101.68)
8. The City/Town shall supply, no later than March 1, 2023, the Election Supervisor a list of poll workers who have been hired.
9. If training is not requested of the Elections Supervisor, the City/Town shall train Poll Workers in accordance with Section 102.014, Florida Statutes.
10. The City/Town shall compensate Poll Workers for the time they have spent in training and working on Election Day.
11. The City/Town shall arrange for the use of polling location(s) on Election Day, and are responsible for site agreements, if necessary.
12. The Municipal Clerk/Manager shall designate the Canvassing Board for the election, which shall convene in a publicly noticed meeting open to the public in accordance with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes. The City/Town Canvassing Board shall canvass the results of the Election, executing or causing the execution of the Certification of the Election.
13. The Municipal Clerk/Manager shall refer to City/Town Charter to select Canvassing Board members. A schedule of events for the Canvassing Board meetings shall be provided to each member in advance. Canvassing Board members shall be notified about the signature course and request a completion certificate.
14. The Canvassing Board will remain until unofficial results are documented.
15. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the City/Town election, the governing body of the City/Town shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.

ARTICLE V.

1. Nothing herein shall constitute a waiver of the City/Town sovereign immunity, and the parties shall in all respects be bound by all provisions of Section 768.28, Florida Statutes. Each party shall be responsible for all liability; claims, and damages arising out of its own acts or omissions and shall hold the other party harmless from such liability, claims and damages. In the event of litigation, each party shall be responsible for its own costs of litigation, including its own attorney fees.

WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

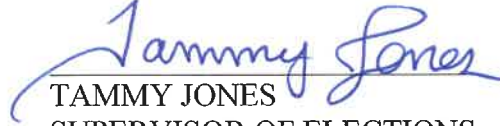
APPROVED:

DATED: _____

WITNESSED:

DATED: _____

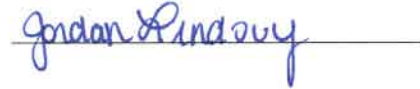
APPROVED:



TAMMY JONES
SUPERVISOR OF ELECTIONS
LEVY COUNTY, FLORIDA

DATED: 12/14/22

WITNESSED:



DATED: 12/14/22



4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Invoice

Bill To:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, FL 34498

Date

1/5/2022

Number

J02022-2060

Project Contact

Jeff Hines

Project Description

Replace HSP pressure transducer

Item	Unit Price	Unit	Quantity	Total
Honeywell 2289 Pressure Transducer	\$4,500.59	Each	1	\$4,500.59

Material Subtotal **\$4,500.59**

Project Total **\$4,500.59**

Price listed represents the specific scope of service stated above. Proposal as quoted represents, labor, material and project management specific to the items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

US Water Services reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. US Water Services will not be responsible for industry price changes or shortages beyond our control as a result of changes to the current tariff law.

Thank You for allowing us to present this proposal.

Signature to begin work: _____



4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Invoice

Bill To:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, FL 34498

Date

1/5/2022

Number

J02022-2061

Project Contact

Jeff Hines

Project Description

Rebuild RO Concentrate Pump 1

Item	Unit Price	Unit	Quantity	Total
Rebuild Goulds RO Concentrate Pump	\$9,270.17	Each	1	\$9,270.17

Material Subtotal **\$9,270.17**

*** Labor to install to be covered under contract**

Project Total **\$9,270.17**

Price listed represents the specific scope of service stated above. Proposal as quoted represents, labor, material and project management specific to the items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

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Thank You for allowing us to present this proposal.

Signature to begin work: _____



4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Invoice

Bill To:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, FL 34498

Date

12/13/2022

Number

J02022-2050

Project Contact

Jeff Hines

Project Description

Replace influent and effluent valves and actuators on all 3 filter bays at WTP

Item	Unit Price	Unit	Quantity	Total
Rotork Ktorq KT-20 open/close actuator	\$3,135.40	Each	3	\$9,406.20
Rotork Ktorq KT-20 modulating actuator	\$5,219.16	Each	6	\$31,314.96

Material Subtotal **\$40,721.16**

*** Labor to install to be covered under contract**

Project Total **\$40,721.16**

Price listed represents the specific scope of service stated above. Proposal as quoted represents, labor, material and project management specific to the items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

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Thank You for allowing us to present this proposal.

Signature to begin work: _____



4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Invoice

Bill To:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, FL 34498

Date

12/12/2022

Number

J02022-2059

Project Contact

Jeff Hines

Project Description

Replace level sensor on filter bay 3

Item	Unit Price	Unit	Quantity	Total
Siemens LR-120 Level Transducer	\$1,820.92	Each	1	\$1,820.92
Vendor labor to install and program	\$132.25	Each	8	\$1,058.00

Material Subtotal **\$1,820.92**

Project Total **\$2,878.92**

Price listed represents the specific scope of service stated above. Proposal as quoted represents, labor, material and project management specific to the items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

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Thank You for allowing us to present this proposal.

Signature to begin work: _____



4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Invoice

Bill To:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, FL 34498

Date

12/12/2022

Number

J02022-2058

Project Contact

Jeff Hines

Project Description

Replace air dryer on air compressor

Item	Unit Price	Unit	Quantity	Total
Atlas Copco FX14N Air dryer w/ Pre & Post Filters	\$2,722.43	Each	1	\$2,722.43
Material Subtotal				\$2,722.43

* Labor to install to be covered under contract

Project Total

\$2,722.43

Price listed represents the specific scope of service stated above. Proposal as quoted represents, labor, material and project management specific to the items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

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Thank You for allowing us to present this proposal.

Signature to begin work: _____

MEMORANDUM

FROM: Norm D. Fugate, Town Attorney

TO: Town Council

RE: Town Attorney Legal Opinion-Comp Plan Amendments-Voter Approval Requirement

DATE: January 9, 2023

This memorandum is in response to a request for a Town Attorney's opinion regarding the Town Charter provision which requires that any amendment to the Town's Comprehensive Plan which affects more than five parcels shall be subject to approval by the Town's voters.

Prior to 2011, Florida Statute allowed a municipality to require a voter referendum for Comprehensive Plan Amendments that affected five parcels or more. Yankeetown had such a provision, pursuant to a Town Charter amendment adopted by Ordinance 2007-11 and Ordinance 2010-02. Copies of the two ordinances are attached as Attachments 1 & 2. Only a handful of Florida municipalities had such a provision that required voter approval.

In 2011, the legislature amended Sec. 163.3167 of the Florida Statutes to prohibit the adoption of any local voter referendum requirement for a Comprehensive Plan Amendment. Concerned that the new statute might be applied to void the local referendum requirement, the Town of Yankeetown filed a lawsuit to declare that its local referendum requirement remained valid. The lawsuit resulted in a 2012 legislative amendment to Sec. 163.3167 to provide that all local referendum requirements in existence on July 1, 2011 were grandfathered in. A copy of the legislative analysis report relating to the amendment is attached as Attachment 3, hereto. Pages 3 and 4 of this report contain a very good historical background of voter approval requirements for land use action in Florida.

As a result of the 2012 amendment to Sec. 163.3167, the Town's current Charter provision which requires voter approval of Comprehensive Plan amendments appears to be valid.

In Florida, a municipal Charter provision can only be amended or removed in three ways: (i) by legislative action; (ii) by final judicial action in a lawsuit challenging the provision; or (iii) by majority vote of the municipal electors to amend the Charter. A proposed amendment to the Town Charter may be initiated by either the Town Council or by a petition from the Town voters. The proposed amendment would be subjected to a referendum vote at either a special vote or on a regularly scheduled election date.



William Ary <admin@yankeetownfl.org>

Claim GC2022103753 | Ethics Complaint | Sherri MacDonald | DOL 7/12/201

1 message

Geno Johnson <gjohnson@flcities.com>

Wed, Oct 19, 2022 at 3:18 PM

To: "admin@yankeetownfl.org" <admin@yankeetownfl.org>

Cc: PL Mail <plmail@flcities.com>, Sherri MacDonald <smacd2424@gmail.com>

Good afternoon William,

I am the adjuster handling the above claim regarding an Ethics Complaint against Sherri MacDonald. This case has since resolved and there has been a Motion to Dismiss the Complaint in favor of Sherri from the Commission on Ethics. I have requested a check in the amount of \$1,080 to be mailed to the Town within the next 5-7 business days. This amount is to be provided to Sherri for 50% of her attorney's fees incurred during this claim per the policy endorsement that provides this coverage. Total legal fees incurred were \$2,160. Therefore, the policy endorsement per the fund year of 2018-2019 will reimburse the Member directly, 50% of legal fees up to \$25,000 if an official's allegations were dismissed entirely. If you have any questions, please feel free to reach out to me.

Kind Regards.

Geno Johnson

Litigation Specialist

Florida League of Cities, Inc.

407.367.1811

www.flcities.com



This communication is part of an open Florida Municipal Insurance Trust claims file and/or is a record of insurance claim negotiations and may be exempt from Chapter 119 Public Records disclosure at this time. If you receive a public records request relating to this claim, please coordinate any response with the assigned Florida League of Cities claims adjuster.

3 attachments

Sherri MacDonald
519.000 · General Government:519.560 · Reimb. 50% Legal Fees Ethics Complaint

10/27/22

1,080.00

Gen. Fund - Capital C Reimb. Legal Fees

1,080.00
