

**Regular Meeting Minutes  
Yankeetown Town Council  
May 01, 2023 At 6:00 P.M.  
Yankeetown Town Hall  
6241 Harmony Lane  
Yankeetown, Fl**

Meeting Called to Order

Pledge of Allegiance

Area Resident Comments or Announcements

Jeff St. John- 64<sup>th</sup> street water mitigation project

Agenda:

1. Approve Minutes from 4.6.23 Meeting
2. Maintenance and painting of Water tower garage
  - a. Event for kids to have banner on water tower.
3. Approval of a short-term permit to trap pigs at WGP.
4. Fugate & Fugate discussion concerning representing Inglis as well as Yankeetown
  - a. Inglis has requested Fugate & Fugate to represent them legally. Norm Fugate wants to have an open discussion with council on how this will affect both towns if the contract goes forward.
5. Town emails for Council
6. Code Enforcement discussion
  - a. Chad ward our previous Code Enforcement rep from Safebuilt has left safebuilt and is willing to work for Yankeetown every Friday.
    - i. Concerns of this derive from the Contract of Safebuilt in section 21 that there is a consequence to hiring a previous employee of Safebuilt.
7. Resignations and Appointments
  - a. Parks and Rec.
    - i. Poco French and Diana Pearson have resigned. Leaving two seats open on the board
      1. Shannon Vasko asked for appointment

Council Reports or Announcements:

Mayor Report or Announcements:

Town Administrator Report or Announcements

Area Resident Comments or Announcements

**Adjournment**

2019

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TOWN OF YANKEETOWN, FLORIDA  
AND SAFEbuilt FLORIDA, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Yankeetown, Florida, ("Municipality") and SAFEbuilt Florida, LLC, a whole subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

**RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

**4. INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed Item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

**5. TERM**

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement

will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

**6. TERMINATION**

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

**7. FISCAL NON-APPROPRIATION CLAUSE**

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**8. MUNICIPALITY OBLIGATIONS**

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

**9. PERFORMANCE STANDARDS**

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

**10. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

**11. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

**12. ASSIGNMENT**

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

**13. INSURANCE**

- A. Consultant agrees during the term of this Agreement to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a

severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- H. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

**14. THIRD PARTY RELIANCE**

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

**15. OWNERSHIP OF DOCUMENTS**

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

**16. CONSULTANT ACCESS TO RECORDS**

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

**17. CONFIDENTIALITY**

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable. Municipality may be provided advance opportunity to make recommendation to Consultant regarding any proposed hiring, retention, or selection of any new employee that will provide Services to Municipality. Such recommendation by Municipality concerning an employment-related action shall not be binding on Consultant.

19. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

**22. NOTICES**

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<b>If to Municipality:</b> Jack H. Schofield II, Mayor Town of Yankeetown 6241Harmony Lane Yankeetown, Florida 34498	<b>If to Consultant:</b> Tom T. Klein, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:tklein@safebuilt.com">tklein@safebuilt.com</a>
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**23. FORCE MAJEURE**

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

**24. DISPUTE RESOLUTION**

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

**25. ATTORNEY'S FEES**

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

**26. PUBLIC RECORDS**

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Contract.
- B. Provide the public with access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at:**

Sherry Mac Donald, Town Clerk/Treasurer/Administrator 6241Harmony Lane Yankeetown, Florida 34498 Phone: 352-447-2511
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**27. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

**28. GOVERNING LAW AND VENUE**

This Agreement shall be construed under and governed by the laws of the State of Florida and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

**29. COUNTERPARTS**

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

**30. ELECTRONIC REPRESENTATIONS AND RECORDS**

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.


**31. WAIVER**

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

**32. ENTIRE AGREEMENT**

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.


IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

  
\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Florida, LLC

April 30, 2019  
Date

  
\_\_\_\_\_  
Signature

2/2/19  
Date

  
\_\_\_\_\_  
Name and Title  
Town of Yankeetown, Florida

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### As-Requested Building Official Services

- ✓ Residential and Commercial Inspection
  - Building, Mechanical, Plumbing and Electrical
  - Identify and document areas of non-compliance
  - Leave a copy of inspection ticket and discuss inspection results with site personnel
- ✓ Residential and Commercial Plan Review
  - Building, Mechanical, Plumbing and Electrical
  - Review plans for compliance with current Florida building codes
  - Communicate plan review findings and recommendation in writing
  - Return a set of stamped plans and all supporting documentation
  - Provide review of plan revisions
- ✓ Flood Plan Management
  - Assist with Municipal CRS audit and provide assistance on improving Municipal CRS rating
  - Prepare annual re-certification statements and verify continuing program compliance
  - Review elevation certificates for new construction projects
  - Ensure required flood plain documentation and elevation certificates are in order before issuance of certificate of occupancy

#### As-Requested Permit Technician Services

- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter and over the phone customer service as necessary
- ✓ Help ensure that submittal documents are complete
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Provide input, tracking and reporting
- ✓ Assist Municipality with ISO and CRS program requirements

#### As-Requested Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with Municipal requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Provide statistical, narrative and detailed recap reports within agreed upon frequencies

#### As-Requested Planning/Zoning Services

- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Administration of zoning code and land development regulations

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. **MUNICIPAL OBLIGATIONS**

- ✓ All fees will be collected by the Municipality
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant and/or submit to Consultant electronically

3. **TIME OF PERFORMANCE**

Perform Services on an as-requested basis during normal business hours excluding Municipal holidays.

- ✓ Building Official will be at Municipal offices one (1) day each week or as mutually agreed upon
- ✓ Permit Technician will be on-site as-requested with a forty-eight (48) hour notice to Consultant
- ✓ Code Enforcement Officer will be at Municipal office one (1) day each week or as mutually agreed upon
- ✓ Consultants representative(s) will be available by cell phone and email

<b>Deliverables</b>			
<b>INSPECTION SERVICES CODE ENFORCEMENT SERVICES</b>	Provide inspection services one (1) day each week		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants via telephone by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1=first full business day after receipt of plans and supporting documents		
	<b>Project Type:</b>	<b>First Comments</b>	<b>Second Comments</b>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2020 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

AS-REQUESTED SERVICE FEE SCHEDULE									
<b>Building Official Service</b> <ul style="list-style-type: none"> <li>▪ Residential Inspection (All Trades)</li> <li>▪ Commercial Inspection (All Trades)</li> <li>▪ Residential Plan Review (All Trades)</li> <li>▪ Commercial Plan Review (All Trades)</li> <li>▪ Flood Plan Management</li> </ul>	\$115.00 per hour – six (6) hour minimum No additional charge for travel time								
<b>Code Enforcement Service</b>	\$70.00 per hour – four (4) hour minimum No additional charge for travel time								
ADDITIONAL STAFF FEE SCHEDULE – As Requested by Municipality									
<b>Permit Technician Service</b>	\$45.00 per hour – two (2) hour minimum								
<b>Assistant Planner Service</b>	\$100.00 per hour – four (4) hour minimum								
<b>Senior Planner Service</b>	\$125.00 per hour – four (4) hour minimum								
<b>Residential/Commercial Inspection Service</b> <ul style="list-style-type: none"> <li>▪ All Trades</li> </ul>	\$80.00 per hour – four (4) hour minimum								
<b>Residential/Commercial Plan Review Service</b> <ul style="list-style-type: none"> <li>▪ All Trades</li> </ul>	\$80.00 per hour – four (4) hour minimum								
* <b>Emergency/After Hours Services</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Building Official</b></td> <td style="width: 50%;">\$125.00 per hour – two (2) hour minimum</td> </tr> <tr> <td><b>Inspector</b></td> <td>\$112.00 per hour – two (2) hour minimum</td> </tr> <tr> <td><b>Code Enforcement</b></td> <td>\$95.00 per hour – two (2) hour minimum</td> </tr> <tr> <td><b>Administrative</b></td> <td>\$65.00 per hour – two (2) hour minimum</td> </tr> </table>	<b>Building Official</b>	\$125.00 per hour – two (2) hour minimum	<b>Inspector</b>	\$112.00 per hour – two (2) hour minimum	<b>Code Enforcement</b>	\$95.00 per hour – two (2) hour minimum	<b>Administrative</b>	\$65.00 per hour – two (2) hour minimum
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<b>Up to and including forty (40) hours weekly</b>	\$85.00 per hour								
<b>In excess of forty (40) hours weekly</b>	\$112.00 per hour								
Time tracked includes roundtrip travel time between Consultant's location and Municipality/inspection site.									



Town of Yankeetown  
Application for Appointment



Application for:

Town Council \_\_\_\_\_

Board or Committee: Name of Committee: Parks & Rec

Your Name:

Shannon Vasko

Residential Address:

(starting in May) 24 62<sup>nd</sup> Street YT

Mailing Address:

16 63<sup>rd</sup> Street YT

Email Address: Shannonvasko@gmail.com Phone #: 989-332-1907

Is Yankeetown your legal residency (required by charter for Town Council)?  Yes  No

How long have you been a legal resident of Yankeetown: 1 year

Experience or qualifications that you can contribute to this position.

Organizational development, communication, Strategic planning, grant writing

Reason you want to serve in this position?

To be part of a team committed to make yankeetown a fun, inclusive community.

Signature