



**Tentative Budget Hearing
Agenda
Yankeetown Town Council
September 8, 2025 At 6:00 P.M.
Town Hall
6241 Harmony Ln Yankeetown FL**

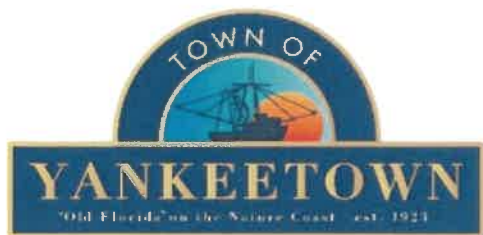
Meeting Called to Order

Pledge of Allegiance

Agenda:

Resolution to Adopt 2025-2026 Tentative Budget

Adjournment



**Tentative Millage Rate Hearing
Agenda
Yankeetown Town Council
September 8, 2025 At 6:00 P.M.
Town Hall
6241 Harmony Ln Yankeetown FL**

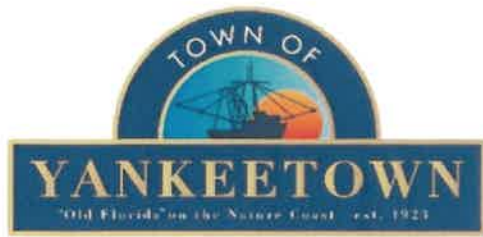
Meeting Called to Order

Roll Call

Agenda:

Resolution to Adopt 2025-2026 Tentative Millage Rate

Adjournment



**Fire Assessment Hearing Agenda
Yankeetown Town Council
September 8, 2025 At 6:00 P.M.
Town Hall
6241 Harmony Ln Yankeetown FL**

Meeting Called to Order

Roll Call

Agenda:

Resolution to Adopt 2025-2026 Fire Assessment

Adjournment



**REGULAR MEETING AGENDA
YANKEETOWN TOWN COUNCIL
SEPTEMBER 8, 2025, AT 6:00 PM
YANKEETOWN TOWN HALL
6241 HARMONY LANE, YANKEETOWN FL**

MEETING CALLED TO ORDER:

(Please turn off Cell phones)

ROLL CALL:

AGENDA:

- 1. Approval of Minutes**
 - a. Regular Council Meeting Minutes 8/4/25
 - b. Special Meeting Minutes 8/14/25
- 2. Election Interlocal AGREEMENT– First Reading**
- 3. Debra Weiss – Halloween**
- 4. Savinacious Updates and Questions**
- 5. Historic Board**
 - a. Ordinance 2025-01 – Second Reading
 - b. Appointment: Add Mindy [Last Name] as Member
- 6. Insurance Quote Renewal**
- 7. Interlocal Agreement with Inglis**
- 8. Right of ways– No Mowing Areas (Review/Action)**
- 9. Citizens Complaint – Drainage**
- 10. Water Loss Forgiveness Application**
- 11. Attorney Contract – Retainer Adjustment**
- 12. Flood Insurance – Water Plant**
- 13. Opus Contract**
 - a. Review Current Contract
 - b. Thoroughbred Quote
 - c. Authorize Research/Next Steps

COUNCIL REPORTS OR ANNOUNCEMENTS:

MAYOR REPORTS OR ANNOUNCEMENTS:

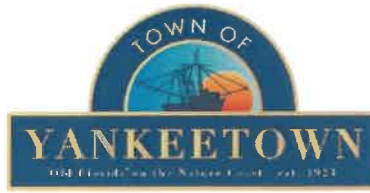
TOWN ADMINISTRATOR REPORT OR ANNOUNCEMENTS:

1. Water Loss Forgiveness Application (if not addressed above)
2. 90-Day Employment Review
3. Annual COLA

AREA RESIDENT COMMENTS OR ANNOUNCEMENTS: (Please Limit to Three (3) Minutes)

ADJOURNMENT:

POSTED: September 5, 2025
Seante M Gyukeri, Town Administrator



**REGULAR MEETING AGENDA
YANKEETOWN TOWN COUNCIL
AUGUST 4, 2025 AT 6:00 PM
YANKEETOWN TOWN HALL
6241 HARMONY LANE, YANKEETOWN FL**

Call to Order:

The meeting was called to order at 6:00 PM with approximately 30 members of the public in attendance.

Pledge of Allegiance was recited.

Roll Call:

Present- Mayor Laurence Vorisek, Councilmembers Bob Terrian and Tim Ecker

Staff: Seante Gyukeri, Town Administrator

AGENDA ITEMS:

1. Approval of Minutes – July 7, 2025 Council Meeting:
Motion by Bob, seconded by Tim to approve the minutes. Passed 3-0.
2. Approval of Minutes – Special Meeting July 20, 2025:
Motion by Tim, seconded by Bob. Passed 3-0.
3. Levy County Supervisor of Elections:
Tammy, from the Supervisor of Elections Office, addressed the Council regarding assistance with future Yankeetown elections. Council agreed to bring this topic back to the agenda at next month's meeting.
4. Tony Wasson, Central Florida Electric Cooperative – Fiber Internet:
Tony Wasson informed the public fiber internet is now available in Yankeetown.
5. Savinacious Updates:
Bill gave updates and grant status. Additional updates to follow.
6. ACDC Contract
Norm will review contract. No action taken at this time.
7. Historic Board:
 - a. Ordinance 2025-01 First Reading. Bob motioned , Tim Seconded to approve Ordinance 2025-01. Passed 3-0
 - b. Vacant seat on the Historic Board was announced.
8. Cattail Creek:
 - a. Council discussed getting quotes and discussed scope of work. Randy Chubb to continue working on project details.
 - b. Easement Agreements Dan Oats will meet with Seante Gyukeri to get letters out.
9. Waterpark, council will discuss at a future date
10. Appointment of Citizens Advisory Board Members:
Motion to appoint the following members was made and passed 3-0:
Mare Boustead, Helen Cialla, Tommy Sholes, Dan Oats, Randy Chubb, and Seante Gyukeri
Jamie Casey submitted application for future consideration
11. 64th & 67th Street Project – Quotes & Bid Process:
Item tabled for future meeting pending quotes.

12. Interlocal Agreement with Inglis:

- a. Discussion of intent to pursue interlocal agreement. Inglis & Yankeetown mayors need to meet to proceed.

13. POC Resolution – Hazard Mitigation Grant:

Motion by Tim, seconded by Bob to approve. Passed 3-0.

COUNCIL REPORTS:

Bob:

No formal report submitted. Addressed previous Sheriff's report discussion from last month. Town pays 10% or less of related expenses. Noted time spent at addresses need added to report

Tim:

Parks and Recreation board will be starting to meet soon. Investigating first net service for town-issued cell phones. Fast-track solution anticipated by August 18. Council members will be meeting to have an Inservice/ training on Skid Steer

Lawrence:

No report submitted.

MAYOR REPORTS:

None.

TOWN ADMINISTRATOR REPORTS:

None.

AREA RESIDENT COMMENTS:

Mark Hodges commented on waterpark drainage and standing water issues. Expressed concern about lack of resolution. Lawrence responded that this is a known issue and survey work is planned. More trees may also be planted in the area.

Randy Chubb, Raised issue of ditch on Highway 19 at 4-way stop. Noted mosquito and flood control concerns.

Yolanda discussed general concerns related to the waterpark.

Lawrence announced there are "mosquito donuts" at Town Hall for those who need them, limit one sleeve per person.

ADJOURNMENT:

Motion to adjourn made by Tim, seconded by Bob. Passed 3-0.

Meeting adjourned at 7:27 PM.

Minutes respectfully submitted by:

Seante M. Gyukeri, Town Administrator



**Special Meeting Minutes
Yankeetown Town Council
August 14, 2025 At 4:00 P.M.
Town Hall
6241 Harmony Ln Yankeetown FL**

Meeting Called to Order at 4pm

Pledge of Allegiance recited

Roll Call: Laurence Vorisek, Tim Ecker, Bob Terrian

Agenda:

1. Discuss, decide, and vote on Electric Quote for \$24,332.47 from Gaudette Electric to replace the electric at the median and park. The town received donations from 2 donors that will cover the cost of the project.
Bob motioned, Tim seconded to pay Gaudette Electric \$24,332.47 using donated funds. Motion carried.

Adjournment 4:04PM

2026

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of _____, 2025 by and between the **LEVY COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the “Supervisor”), an elected constitutional officer, whose address is 421 S Court St, Bronson, Florida, 32621 and the **TOWN OF YANKEETOWN**, a Florida municipality, (hereinafter, the “Town”), whose address is 6241 Harmony Lane, Yankeetown, FL 34498.

WITNESSETH

WHEREAS, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Levy County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the Town desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the Towns’s Municipal Elections (hereinafter, the “Election”); and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality’s Election in the absence of an applicable special act, charter or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the parties intend that any referendum ballot items shall be coordinated between the Town and Supervisor in a timely manner to ensure proper placement on the ballot; and

WHEREAS, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

IT IS THEREFORE AGREED as follows:

Section One. Recitals Incorporated. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section Two. Supervisor's Responsibilities. The Supervisor shall:

1. Schedule legally required advertising with a newspaper of general circulation, excluding the Notice of Election and the 3rd and 5th week referendum advertisements, which shall be the responsibility of the Town. Post all notices on the Supervisor of Elections website. Forward those notices to the Town for them to post on their website.
2. Upon receiving the candidate and referendum ballot-approved information via email, the Supervisor will lay out the ballot, translate the ballot content into the Spanish language, and prepare the proof.
3. Provide the Town Clerk with ballot proofs and upon approval print a ballot test deck, poll worker training, vote-by-mail, and election day ballots.
4. Program the tabulators and test the tabulation and audit system to ensure accuracy of the vote count.
5. Have complete responsibility for printing, handling, distribution and tabulation of ballots.
6. Select and train poll workers in accordance with Section 102.014, Florida Statutes. Coordinate with the Town Clerk for the number of poll workers needed. Arrange for election night personnel support.
7. Select a Canvassing Board of elected officials in Levy County. The canvassing board must consist of 3 canvassing board members and 2 alternate members.
8. Canvassing Board members will be provided with a schedule of meetings and be required to complete a signature verification course provided by the Florida Division of Elections before verifying any signatures. Any election staff involved in verifying signatures will be required to take the same signature verification course. The Supervisor will notify the Town Clerk of the names of the Canvassing Board Members selected.
9. The Canvassing Board meetings shall be convened in a publicly noticed meeting open to the public in accordance with Section 286.011 and Section 102.141 (2), Florida Statutes. All canvassing board meetings, including election night, will be conducted at the Levy County Supervisor of Elections

office located at 421 S Court St, Bronson, Florida. The election shall be conducted, and results shall be tabulated, returned, and canvassed by the Canvassing Board in accordance with general law. The election night unofficial results will be released on the Levy County Supervisor of Elections website beginning at 7:30 p.m. and will continue until complete. The Supervisor shall submit certified election results to the Town Clerk within 24 hours of the official certification.

10. The Supervisor, along with the canvassing board will conduct the public Logic and Accuracy Test in accordance with Florida Statutes at the Levy County Supervisor of Elections Office located at 421 S Court St, Bronson, FL 32621.
11. Notify the Town of the time, date, and place for all public Canvassing Board meetings.
12. Send by certified mail to each political party chair the canvassing board schedule.
13. Provide supplies for the conduct of the election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters, the cost of which shall be reimbursable to the Supervisor.
14. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election. In lieu of paper precinct registers an Electronic Voter Check-In Station (EViD) may be used for voter verification and eligibility. In this case the paper precinct register would still be provided for a back-up copy.
15. Deliver the day before the election and pick up the day following the election all necessary supplies and voting equipment to conduct the election.
16. Certify the name(s) of the poll watcher(s) designated and approved for the voting area as required under Florida Statutes. Provide an identification badge and letter to all approved poll watchers and include a list with the precinct supplies as required by Florida Statutes.
17. Campaign finance questions issued to the Supervisor's office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the Town Clerk.
18. Accept all requests for vote-by-mail ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send vote-by-mail and

overseas ballots as requested by registered voters; to receive and securely store any voted vote-by-mail ballots; to verify the signatures on any returned voted vote-by-mail ballot certificates; and to account for all vote-by-mail ballots. The Supervisor will invoice a detailed invoice for all expenses related to the mailing of these ballots, including postage and supplies for mailing.

19. Record this Agreement in the Official Records of Levy County, Florida.

Section Three. Town's Responsibilities. The Town shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before January 1st of every election year.
2. Designate the Town Clerk and Deputy Town Clerk as the Town employees to coordinate with the Supervisor of Elections.
3. The Town Clerk shall publish in a newspaper of general circulation the Notice of Election as outlined in the charter.
4. Notices sent to the Town Clerk by the Supervisor will be published on the Town's website in an area on the website labeled Election Information.
5. The Town shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the Town Charter and the Florida Statutes.
6. If a referendum is on the ballot, publish in a newspaper of general circulation referendum language the 3rd and 5th weeks, if required.
7. Furnish to the Supervisor on or prior to the first Tuesday in January of every election year, an updated list of ALL addresses within the town limits. This list needs to include all annexations or contractions so as to properly identify all eligible voters. Once the list has been received, the Supervisor will review ALL addresses against our voter registration system. If there are any discrepancies, the Supervisor will provide the discrepancies to the town for review. The Town must review any discrepancies that are found by the Supervisor's office. If a disagreement is found, the Town must provide evidence of the contrary to the Supervisor's office immediately. The Town must agree or reject the Supervisor's findings by email no later than 7 days following delivery of such municipal addresses by the Supervisor.
8. Provide candidate handbooks and necessary materials to candidates. Provide the candidates with written notification of the Canvassing Board schedule during candidate qualifying.

9. The Town Clerk shall act as the sole qualifying officer. All qualifying documents and fees/assessments as prescribed by the Town Charter and Florida Statutes must be submitted prior to the qualifying deadline.
10. Email the Supervisor by the close of business on the last day of qualifying the list of qualified candidates, along with copies of the Candidate Loyalty Oath for each candidate. (DS-DE 302NP) Submit front and back of oath to tammy@votelevy.gov.
11. Email to the Supervisor by close of business on the last day of qualifying all referendum questions. The referendum questions shall be provided to the Supervisor in Microsoft Word format for the preparation of the ballot proof.
12. The Town Clerk shall approve or reject the ballot proof by e-mail to the Supervisor (tammy@votelevy.gov) no later than 48 hours following notification by the Supervisor.
13. Election assessment fees shall be sent to the Florida Elections Commission at 107 West Gaines Street, Suite 224, Tallahassee, Florida 32399 within 30 days after the close of qualifying per Florida Statutes 99.093.
14. Receive candidate treasure reports and ensure they are filed in a timely manner. If the candidate is late filing their campaign treasurer report the Town Clerk must submit a late notice to the candidate and collect fines per Florida Statutes.
15. The Town Clerk shall arrange for the use of a polling location on Election Day, and is responsible for site agreements, if necessary. The Town Clerk shall assist in locating and securing an emergency alternative polling location, should the Inglis Community Center (137 Highway 40 West) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.
16. The Town may not accept any requests for vote-by-mail ballots. The Town may not accept any voted vote-by-mail ballots. The Town Clerk must direct the voter to the Levy County Supervisor of Elections office for assistance. All vote-by-mail ballots must be mailed or returned in person at the Levy County Supervisor of Elections office located at 421 S Court St, Bronson, Florida. All vote-by-mail ballots must be received at the Levy County Supervisor of Elections office by 7:00 p.m. election night. The polling place may not accept any returned vote-by-mail ballots.

17. Once election supplies are delivered back to the Town Clerk within 10 days of the election the Town Clerk shall keep the election records for 22 months in accordance with the General Records Schedule GS3.
18. Compensate poll workers for the time they spend training and working on Election Day. The Supervisor will share with the Town Clerk the current pay rate set by Levy County Supervisor of Elections.
19. Pay the balance of all actual costs or obligations of election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice from the Supervisor of Elections.
20. Pay costs involved to repair any equipment damaged during the Town Election, including shipping, to the extent not covered and paid by any insurance.

Section Four. Miscellaneous Provisions.

1. The parties understand and agree that the Election shall not have an early voting period.
2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
4. The Agreement shall become effective upon recordation in the Official Records of Levy County and shall end on June 1, 2026, and may be extended annually by written acknowledgement signed by both parties but shall terminate at such time that Tammy Jones is no longer Levy County Supervisor of Elections. This Agreement shall be made a part of the Town Commission minutes.

IN WITNESS WHEREOF, the parties hereto have agreed and set their hands as of the date set forth below.

APPROVED:

APPROVED:

(SIGNATURE)

(SIGNATURE)

KERRY FULLER
ACTING MAYOR
TOWN OF YANKEETOWN, FLORIDA

TAMMY JONES
SUPERVISOR OF ELECTIONS
LEVY COUNTY, FLORIDA

DATED: _____

DATED: _____

WITNESSED:

WITNESSED:

(SIGNATURE)

(SIGNATURE)

SEANTE GYUKERI
TOWN CLERK
TOWN OF YANKEETOWN, FLORIDA

JORDAN LINDSEY
ASST. SUPERVISOR OF ELECTIONS
LEVY COUNTY, FLORIDA

DATED: _____

DATED: _____

ORDINANCE NUMBER 2025-01

Historic Preservation

An ordinance of the Town of Yankeetown to protect structures and sites deemed worthy of preservation; adopting an historic preservation certification program; Providing definitions; Establishing an Historic Preservation Advisory Committee; Providing criteria and procedures for the designation, protection and preservation of historic resources; Providing for repeal of inconsistent ordinances; Providing for territory embraced; Providing for severability; PROVIDING for inclusion into the code of ordinances; and Providing for an effective date.

WHEREAS, The Town of Yankeetown comprehensive plan directs the Town to evaluate the need for designation of historic structures and historic district(s) within the Town; and

WHEREAS, The Town seeks to preserve the visible reminders of the history and scenic beauty of the town for future generations; and

WHEREAS, The Town seeks to protect structures and sites deemed worthy of preservation; and

WHEREAS, The Town seeks to encourage property owners against destruction of, or addition of features to significant structures likely to have adverse effects on the visible reminders of the Town historic character; and

WHEREAS, The Town seeks to be a Florida Certified Local Government to be eligible to apply for special matching grants from the Florida Bureau of Historic Preservation to assist the Town and interested property owners of historically significant housing to preserve those structures; and

WHEREAS, An Historic structure designation may improve property values associated with historic structures.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF YANKEETOWN, FLORIDA AMENDING CHAPTER 18 ADDING SECTION 18-480 HISTORIC PRESERVATION:

Section 1. Legislative Findings and Intent.

The Town Council of the Town of Yankeetown hereby adopts and incorporates into this Ordinance the above "WHEREAS" clauses to this Ordinance legislative findings of the Town Council as if fully set forth in this Section.

Section 2. Purpose.

The purpose of this ordinance is to protect, preserve and enhance the distinctive

architectural and cultural heritage of Yankeetown.

Section 3.

CODE OF ORDINANCES Chapter 18- LAND DEVELOPMENT CODE ARTICLE XXI. -
HISTORIC PRESERVATION

ARTICLE XXI. HISTORIC PRESERVATION

Sec. 18-480 Short Title

This article shall be known and may be cited as the "Historic Preservation Code."

Sec. 18-481 Declaration of legislative intent and purpose.

- (a) It is hereby declared that the protection, enhancement, and perpetuation of cultural resources and properties and structures of historical, architectural, and archaeological merit within the town boundaries, as described in the Town Charter, Section 1, constitute a public policy of the Town of Yankeetown and in the interest of the Town's future prosperity, and the economic, educational, and general welfare of the residents of the Town of Yankeetown, and of the public generally. It is further declared that the preservation of lands containing historical and archaeological sites during a development application process, until completion of that process, constitutes a minimal development control and furthers the health, safety, and welfare of the Town of Yankeetown, by preventing disturbance of valuable community prehistoric and historical sites during the application process, and by allowing governmental and private land planning activities to provide for appropriate incorporation of historic resource sites, archaeological zones, and sites containing archaeological materials into development plans. It is further declared that this public policy is intended to:
 - (1) Effectuate and accomplish the protection, enhancement, and perpetuation of buildings, structures, improvements, archaeological resources, landscape features, and architectural resources of sites and districts which represent distinctive elements of the town's cultural, social, economic, political, scientific, religious, prehistoric, and architectural history.
 - (2) Safeguard the town's historical, cultural, archaeological, and architectural heritage as embodied and reflected in such individual structures, sites, and districts and to protect such structures, sites, and districts in order to maintain physical evidence of the town's heritage.
 - (3) Foster civic pride in the accomplishments of the past.
 - (4) Protect and enhance the town's attraction to visitors and to support, stimulate, and strengthen the economy thereby.
 - (5) Promote the use of individual structures, sites, and districts for the education, pleasure, and welfare of the residents of and visitors to the Town of Yankeetown.
 - (6) Stabilize and improve property values in Town by combating decay and deterioration through rehabilitation, revitalization and renovation of existing assets.
 - (7) Preserve a sense of the Town's past, historic patterns of development, and history as a discreet, unique, and self-sufficient rural community.
- (b) In order to implement and give effect to this public policy, the Town of Yankeetown Town Council shall appoint a Board who shall have the authority to make recommendations on historic resource designations; approve, approve

with conditions, or deny certificates of appropriateness and certificates to dig; and carry out any other duties assigned to it by the Town of Yankeetown Town Council.

Sec. 18-482. Scope and exemptions.

- (a) Unless expressly exempted below, no building permits shall be issued for new construction, demolition, alteration, rehabilitation, signage, or any other physical modification of a designated historic resource, without the prior issuance of a certificate of appropriateness by the Town of Yankeetown Historic Preservation Board, in accordance with the procedures specified in this article.
- (b) The following permits are exempt from the regulations of this article:
 - (1) All permits for plumbing, heating, air conditioning, elevators, fire alarms, and fire extinguishing equipment, and all mechanical and electrical equipment that do not involve exterior changes, or changes to an interior not previously designated as a historic resource.
 - (2) Any permit necessary for compliance with a lawful governmental order necessary for the immediate preservation of public health or safety.

Sec. 18-483. Definitions.

The following terms and phrases shall specifically apply to the provisions provided within this article:

- (a) *Addition*. Shall mean any new construction that adds mass to an existing historic resource.
- (b) *Alteration*. Shall mean any act or process that alters any of the following aspects of a historic resource:
 - (1) The exterior architectural appearance;
 - (2) Any interior or exterior feature that has been designated as a character defining feature.
- (c) *Archaeological materials or artifacts*. Shall mean human skeletal materials or human-manufactured objects, or natural objects altered by human activity, found on or beneath the surface of the ground and shall include, but not be limited to,, basketry, bottles, weapons, weapon projectiles, tools, structural and building ruins, graves, any earthen mounds, middens or landscape features of human manufacture, or any portion or piece of any of the foregoing items. Unmarked human remains and associated burial artifacts and materials that are seventy-five (75) years of age or more are considered archaeological materials for the purpose of this article. Structures, and non-fossilized and fossilized paleontological resources, or any portion or piece thereof, shall not be considered archaeological materials under this article, unless found within an archaeological site, archaeological zone, or during an archaeological salvage excavation. Except as specified in this paragraph, no item shall be treated as a historic resource under this article unless such item is at least one hundred (100) years of age.
- (d) *Archaeological site*. Shall mean a location that has yielded or is likely to yield the presence of archaeological materials on or below the ground and information indicating the past use of the site by humans. An archaeological site may be identified using onsite investigations or site-predictive models pursuant to the criteria set forth in this Code.
- (e) *Board*. Shall mean the Town of Yankeetown Historic Preservation Board.
- (f) *Building*. Shall mean a structure created to shelter any form of human activity. This may refer to a house, barn, garage, church, store, office hotel, or similar structure. Building may also refer to a historically- related or architecturally-related complex.
- (g) *Certificate of appropriateness (COA)*. Shall mean a certificate issued by the Board indicating approval of plans for specified alteration, rehabilitation, construction, reconstruction, removal, relocation, or demolition of a historic resource.
- (h) *Certificate to dig (CTD)*. Shall mean a certificate indicating approvals of plans for specific digging projects that are anticipated to yield archaeological in an archaeological zone or site designated as a historic resource. This

certificate shall be issued by staff of the Board, when required and approved pursuant to this Code.

- (i) *Certified local government (CLG)*. Shall mean a local historic preservation program which has been certified by the Florida Department of State, Division of Historical Resources in accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.).
- (j) *Construction*. Shall mean the erection of an onsite improvement to a designated site or to a building, parcel, or grounds located within a historic resource site, whether the resource is presently improved or unimproved, or hereafter becomes unimproved by demolition or as a result of destruction of an improvement located thereon by fire, windstorm, or other casualty, or otherwise.
- (k) *Contributing resource*. Shall mean a building, site, structure, or object that adds to the historic, architectural, or archaeological, significance of a historic district.
- (l) *Demolition*. Shall mean any act that destroys in whole or in part a historic resource.
- (m) *Demolition by neglect*. Shall mean improper or inadequate maintenance of a historic resource that results in its substantial deterioration and threatens the continued preservation of the historic resource.
- (n) *Designated exterior*. All outside surfaces of any improvement listed in the designation report as having significant value to the historic character of the building or district.
- (o) *Designation report*. A document prepared by the HPO for all properties and districts that are proposed for local historic designation. The designation report at a minimum must include a boundary description of the proposed historic property or district, an evaluation of its historic significance as it relates to the criteria for significance, location map, representative photographs, and physical description of the historic resource.
- (p) *Exterior*. Shall mean all outside surfaces or elements of a building or structure.
- (q) *Florida master site file (FMSF)*. Shall mean an archive and database of all known archaeological and historical sites and districts recorded within the State of Florida, as maintained by the Florida Department of State, Division of Historical Resources.
- (r) *Historic district*. Shall mean an area designated by the Board, located within defined geographic boundaries, which contains two (2) or more contributing resources and which may contain noncontributing resources and vacant land within its boundaries.
- (s) *Historic preservation officer (HPO)*. Shall mean any person appointed by the Town council who shall be directly responsible for administering this article and for carrying out the duties and responsibilities delegated by the State of Florida CLG Program. The HPO may not be a member of the Board.
- (t) *Historic resource*. Shall mean a building, structure, object, site, or other real or personal property, of historic, architectural, or archaeological value, including an individual resource, contributing resource, or noncontributing resource, landscape feature, or vacant land within a historic district that is individually designated by the board as a historic resource.
- (u) *Historic survey*. Shall mean a comprehensive listing or inventory of buildings, sites, landscape features and structures of any historical, cultural, archaeological, or architectural importance in the town.
- (v) *Integrity*. Shall mean the authenticity of a resource's historic identity, evidenced by the survival of physical characteristics that existed during the resource's historic or prehistoric period.
- (w) *Landscape feature*. Shall mean any improvement or vegetation on a site, including outbuildings, walls, fences, courtyards, fountains, trees, sidewalks or pathways, planters, gates, street furniture, rock formations, solution holes, statuary, or exterior lighting.
- (x) *Mass*. Shall mean the envelope or cubic footage of the structure, including, but not limited to, all habitable space, garages, attics, storage areas, and porches.
- (y) *Material alteration*. Any construction, or change in appearance of the exterior. For buildings, structures or objects, material alteration shall include, but it is not limited [to], the changing of roofing or siding design and/or color; changing, eliminating, or adding doors, door frames, windows, window frames, shutters,

fences, railings, porches, balconies or other trim or ornamentation. For buildings, structures, or objects, material alteration shall not include ordinary maintenance.

- (z) *Minor alteration.* Any work proposed that is deemed to have a minimal impact on historic resources or when the work is deemed to be a replacement in kind. Examples of work that may be considered to have a minimal impact could include: minor alterations to the rear of the historic building that is not visible from the public right-of-way or the construction of a deck to the rear of a historic building that does not obscure architectural features, and that is easily removable.
- (aa) *National Register of Historic Places.* Shall mean the list of historic properties significant in American history, architecture, archaeology, engineering, and culture, maintained by the secretary of the interior, as established by the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.).
- (bb) *New construction.* Shall mean any new building, structure, object, or addition to a historic resource.
- (cc) *Noncontributing resource.* Shall mean a resource within a historic district that is not historically or Architecturally compatible with contributing resources within the district.
- (dd) *Ordinary maintenance.* Shall mean minimal work conducted on a historic resource which specifically stems deterioration and exactly replicates the pre-existing appearance of the portion of the resource upon which the work is performed.
- (ee) *Relocation.* Shall mean the movement of a historic resource, including movement on its own site. Relocation shall also include the introduction of a historic resource or previously non-designated resource onto the site of a historic resource.
- (ff) *Scale of a building.* Shall mean the ratio of the mass of the building to the total buildable area of the property, as defined by maximum setback, step-back, and height requirements.
- (gg) *Secretary of the interior's standards.* Shall mean the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, and Archaeological Documentation, codified at 36 C.F.R. Part 68, and the Archaeological Program, codified at 36 C.F.R. Part 79, published by the United States Department of the Interior, and those guidelines developed by the secretary of the interior to guide work undertaken on historic and archaeological resources.
- (hh) *Setting.* Shall mean the environment in which a historic resource is located, including, but not limited to, the view shed, water frontage, or streetscape.
- (ii) *Streetscape.* Shall mean the appearance or view along the public right-of-way adjacent to a historic resource.
- (jj) *Structure.* Shall mean a man-made object built or constructed for a functional use that is not intended to shelter human activity, such as a fence or a windmill.
- (kk) *View shed.* Shall mean the views to and from a historic resource.

Sec. 18-484. Criteria and procedures for designation of a historic resource.

- (a) *Criteria of designation.*
 - (1) Any site, building, structure, object, or district that is listed in the National Register of Historic Places may be eligible to be designated.
 - (2) A resource must be at least fifty (50) years of age or, if less than fifty (50) years old, must possess exceptional importance.
 - (3) A site, building, structure, object, landscape feature, or district that is not listed in the National Register of Historic Places may be designated only if it conveys an overall sense of past time and place by possessing at least three (3) of the following attributes of integrity: location, design, setting, materials, workmanship, feeling, and association, and is characterized by one (1) or more of the following:
 - a. Events associated with, or the feeling of, the site, building, structure, object, landscape feature, or

district have made a significant contribution to the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history and have contributed to the pattern of history in the community, the town, coastal portions of the central and north coastal regions of Florida, the State of Florida, or the nation; or

- b. The site, building, structure, object, landscape feature, or district is associated with the lives of persons significant in local, state, or national history; or
- c. The site, building, structure, object, landscape feature, or district embodies the distinctive characteristics of a type, period, or method of construction; represents the work of a master builder, architect, or designer; possesses high artistic values; or represents a significant and distinguishable entity, the components of which may lack individual distinction; or
- d. The site, building, structure, object, landscape feature, or district has yielded, or may be likely to yield, information important in prehistory or history; or
- e. The site, building, structure, object, or district has achieved significance as a result of the extraordinary importance of an event that occurred at the site on a local, state, or national level; the uniqueness or singularity of the resource, whether locally, regionally, or nationally; the community's strong associative attachment to the resource; or the significance of a building's association with a renowned architect, engineer, or builder; or
- f. The archaeological site is located within an archaeological zone, the site has been previously recorded with the Florida Master Site file, and the town has made a good-faith effort to obtain access to the property to conduct a reconnaissance level archaeological survey, but access to the property has been denied.

- (4) Interior spaces shall not be locally designated unless the interiors have exceptional architectural, artistic, or historic importance, and are customarily open to the public.

(b) *Procedure for designation.*

- (1) The owner of any property in the Town may petition the Board for designation of their property as an individual resource, site or archaeological site or zone by submitting a preliminary application for historic designation to the HPO. The HPO shall prepare, or cause to be prepared, a designation report recommending to the Board approval or denial of the application. The Board shall, at its next regularly scheduled public meeting for which consideration of the recommendation may properly be noticed, schedule the recommendation for discussion and review, and approve or deny the same.
- (2) The owners of a simple majority of the property within a proposed district may petition the Board for designation of the property as an historic district by submitting a preliminary application for historic designation to the HPO. The HPO shall prepare, or cause to be prepared, a designation report recommending to the Board approval or denial of the application. The Board shall, at its next regularly scheduled public meeting for which consideration of the recommendation may properly be noticed, schedule the recommendation for discussion and review, and approve or deny the same. The Board shall either accept or deny the application only after written verification that the applicants are the owners of record or their authorized agents of a simple majority of the property within the proposed district.
- (3) The Board is empowered to initiate the designation process pursuant to this section. If the Board is initiating designation it shall direct the HPO to complete an application, prepare a designation report, and submit the same to the Board with the HPO's recommendation to approve or deny the application. Any application fee will be waived and the application, designation report, and recommendation of the HPO shall be brought before the Board for discussion and review, and a determination of whether to accept or reject the application, at the next regularly scheduled public meeting of the Board for which consideration of the recommendation may properly be noticed.
 - (a) No individual historic resource or site will be designated without consent of the property owner and no historic district will be designated without the consent of the owners of a simple majority (50% +1) of the properties in the proposed district. For those designations initiated by the Board, the HPO will

notify the legal owner or owners of record of the proposed designation (as determined by the most current Levy County Tax Rolls), by registered or certified U.S. mail, return receipt requested, at least thirty (30) days before the Board meeting at which the matter is scheduled.

- (b) The notice will explain the designation process and its implications, and inform the owner or owners that they may object to the designation of their property. The notice from the Town will also include the required form, which must be completed by the owner of record indicating their support or objection. Evidence of their objection will be documented by a copy of the required form, which must be received by the HPO within twenty-one (21) days after the owner's receipt of the notification. If the owner objects to an individual designation within twenty-one (21) days of notification, then the designation process will be withdrawn. If in excess of fifty percent (50%) of the owners of properties within a proposed district object to designation of a district within sixty (60) Days of notification, then the designation process will be withdrawn.
- (4) After establishing the owner's consent for the designation of a historic resource, district or site, and prior to the designation of an individual resource, a district, a site, or an archaeological site or zone, an investigation and designation report must be prepared by the HPO and filed with the Board. All reports must address the following:
- (a) Legal description of the property or district;
 - (b) Historical, cultural, architectural or archaeological significance of the property or district and how the property fulfills the criteria for designation;
 - (c) Boundaries for individual historic sites and a recommendation of boundaries for archaeological zones shall be drawn to encompass, but not exceed the extent of the significant resources and land areas comprising the property. For example, in defining the boundaries for a residence, the boundary should be drawn so that it incorporates the footprint of the building as well as the yard, as the green space acknowledges the setting and context of the property. Buffer zones, or acreage not directly contributing to the significance of the property shall not be included. If a portion of the original site containing the historic resource has been sold or developed, that portion of the site that is currently associated with the historic resource shall constitute the boundary;
 - (d) Every historic site and historic district designation report may include detailed zoning regulations compatible with its designation. Such regulations may be designed to supplant or modify elements of existing zoning regulations, including, but not limited to, use, floor/area ratio, density, height, setbacks, parking, minimum lot size and transfer of development rights, or create any additional regulations provided for in this section. The zoning amendment may identify individual properties, improvements, landscape features, or sites; or categories of properties, improvements, landscape features or sites for which different regulations, standards and procedures may be required. For designations that require a modification or variance in the zoning, the Board must first send its recommendations to the Planning and Zoning Committee for its review. The Planning and Zoning Committee shall then send its recommendations along with the Board's recommendation to the Town Council for final approval;
 - (e) All reports shall be based on the existing conditions of the property, and shall address whether or not the historic integrity of the property, and each property within a district, has been maintained;
 - (f) The report shall also contain a location map and photographs of all exterior surfaces and interior features if applicable;
 - (g) Normally interior spaces shall not be subject to regulation under this section. However, in cases of existing structures having exceptional architectural, artistic or historical importance, interior spaces that are normally open to the public may be specifically designated. The designation report shall describe precisely those features subject to review;
 - (h) Designation reports shall also include the parcel identification number and tax account number related to such property, the property appraiser's records of such property, and a copy of the public hearing newspaper advertisement.

- (5) Upon receipt of an application for designation, the HPO shall review the application and supporting documentation for completeness and accuracy. Once determined complete and accurate by the HPO, the application shall be placed on the agenda of the next available, regularly scheduled public meeting of the Board for which consideration of the recommendation may properly be noticed. At that meeting, the Board will conduct a public hearing and make a determination of eligibility for historic designation and whether to recommend to the town council approval, approval with conditions, or denial of the application or, if necessary, make the determination whether to recommend designation at a subsequent date.
- (6) The designation of the site, building, structure, object, landscape feature, or district as a historic resource shall not exceed the scope of the actual application for, or the extent of notice of public hearing on, the site, building, structure, object, landscape feature, or district for designation.
- (7) Notice of the Board's public hearing to consider the application shall be provided by the HPO by placing an advertisement in a newspaper of general circulation at least fifteen (15) calendar days prior to the hearing pursuant to this section. Additionally, the HPO shall mail notice of the Board's public hearing by certified mail, return receipt requested, to all addresses of the owner that are on record with the Levy County Property Appraiser's Office and the address listed on the application at least fifteen (15) calendar days in advance of the public hearing.
- (8) The Board shall act upon the application within sixty-five (65) calendar days after the date of the meeting at which the application is first considered. In the event the Board does not act upon the application within the sixty-five (65) calendar days, the application shall be deemed to be denied without prejudice, so as to permit the applicant to file a subsequent application. A written recommendation shall be forwarded to the town council for approval, approval with conditions, or denial of the application, based upon the evidence presented at a public hearing before the Board.
- (9) Notice of the town council hearing to consider the application shall be provided by the HPO by placing an advertisement in a newspaper of general circulation at least fifteen (15) calendar days prior to the public hearing. Additionally, the property owner, or the owner's authorized agent, as indicated on the town tax roll, unless staff is presented evidence of a different owner, will be mailed notice by the HPO at least fifteen (15) calendar days in advance of the public hearing. Such notice shall be by certified mail, return receipt requested.
- (10) A simple majority vote of the town council shall be required to designate an individual historic resource. Designation of a district shall require, absent unanimous consent of the owners of contributing resources within the proposed district, the vote of a majority plus 1 of the town council.
- (11) No permits for any demolition, alteration, construction, relocation, land disturbance, or development activities which would require a CPO upon designation of the resource as historic shall be issued once a notice of application is delivered to the property owner until the town council acts to approve or deny the nomination, the owner withdraws the application, or for six (6) months after delivery of the notice, whichever shall first occur.
- (12) Appeals of a decision of the town council regarding the designation or failure to designate a property as a historic resource shall be by appropriate action pursuant to the Florida Rules of Civil Procedure and Florida Rules of Appellate Procedure.
- (13) Whenever an application for designation has been denied, the HPO shall not accept the same or substantially the same application for designation for a period of one hundred eighty (180) days from the date of the denial. The above time limit may be waived by the Board or town council by an affirmative vote of a majority of individuals on the Board or town council when the Board or town council, as applicable, deems, based upon evidence provided by the applicant, such action necessary due to changed circumstances, to prevent an injustice, or to facilitate the proper development of the town.

Sec. 18-485. Historic resource designation – effect and documentation.

- (a) Once designated a historic resource shall be subject to Sections 18-486 – 18-490 of this Section. This includes physical regulation of the historic resource(s) that extends in perpetuity.

- (b) A historic resource shall be designated in accordance with this article by resolution of the town council describing the historic resource designated by folio number and any other information that further specifies the resource so designated and, upon adoption, shall be recorded in the public records of Levy County at the expense of the applicant.
- (c) The HPO shall forward the resolution of the town council designating a historic resource to the planning and zoning board for review and consideration for designation on the town land use plan map as a cultural resource/local area of particular concern.
- (d) The SHPO shall be notified immediately of all new historic designations or alterations to existing designations.

Sec. 18-486. Certificate of appropriateness (COA).

(a) *Certificate of appropriateness (COA) required:*

- (1) No person shall undertake any of the following actions affecting a designated historic resource without first obtaining a COA from the Board:
 - a. Alteration of the exterior architectural appearance or features of a building or a structure or designated interior portion of a building, structure, object, or site;
 - b. New construction;
 - c. Relocation;
 - d. Demolition or removal;
 - e. Land disturbance;
 - f. Development activities; or
 - g. Significant landscaping additions and landscape improvements such as patios, gazebos, trellises, walkways, lighting poles, pools, and fountains.
- (2) Review of new construction and alterations to designated buildings and structures shall be limited to the exterior of a site. Interiors of a designated historic resource site shall be excluded from review unless included as historically or architecturally significant in the scope of the designation.
- (3) A COA shall be a prerequisite and in addition to any other permits required by law. The issuance of a COA by the Board shall not relieve the property owner of the duty to comply with other state and local laws and regulations.
- (4) Ordinary repairs and maintenance to a building or structure that are otherwise permitted by law may be undertaken without a COA, provided the work on a historic resource does not alter the exterior architectural appearance or features of the exterior or designated interior.
- (5) If a COA for relocation is approved, the historic resource shall remain designated during and after its relocation. After relocation, the historic resource site designation shall be amended to reflect the new site location.
- (6) Except as set forth in this article, no building permit shall be issued by the town building official which affects any historic resource without an authorized COA.

(b) *Application procedures for a COA:*

- (1) The property owner or agent shall complete and file an application with the HPO.
 - a. Applications shall be accompanied by drawings, plans, or specifications of sufficient detail to show the proposed exterior or designated interior alterations, additions, changes, or new construction as are reasonably required for decisions to be made by the Board.
 - b. Such drawings, plans, or specifications shall include as built or original drawings of exterior elevations, floor plans, and architectural design. Project information, including proposed materials, textures, and colors, and all improvements such as walls, walks, terraces, plantings, accessory buildings, signs, lights,

and other appurtenant elements.

- c. A preapplication meeting between the applicant and HPO is recommended prior to application submittal so that a preliminary assessment of the project's compliance with standards and suggestions for modifications can be made.

(c) *Public meetings for COAs:*

- (1) The Board shall schedule a public hearing on each application for a COA within forty-five (45) calendar days after receipt of a completed application. The HPO shall determine when an application is complete and provide staff analysis and review to the Board. No hearing shall be scheduled, sooner than fifteen (15) calendar days after mailing the applicant notice of the hearing. Within twenty-five (25) calendar days after the hearing, the Board shall issue an order based on the criteria outlined in this section. The Board's hearing may be continued with good cause shown, supported on the record, for a period not to exceed ninety (90) calendar days. If the Board fails to issue an order on an application within the specified time period, the application shall be deemed denied. The Board shall approve, approve with conditions, or disapprove each application based on the criteria contained in this article. In the event an applicant has alleged that strict enforcement of the provision of this article would result in the deprivation of all reasonable economically beneficial use of such property, the Board shall hear evidence pertaining to the allegation simultaneously with the hearing for the issuance of the COA.
- (2) Appeals of the denial or the approval with conditions of a COA, where the applicant has alleged that the enforcement of the provisions of the article would result in the deprivation of all reasonable economically beneficial use of such property, shall be heard by the town council. The hearing shall be noticed and heard in accordance with the provisions of this article regarding other quasi-judicial hearings before the town council. All other appeals of a decision of the Board with regard to the issuance of a COA shall be by writ of certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) calendar days after the rendition of the Board's order.

(d) *General criteria and guidelines for granting COAs:* In addition to the secretary of the interior's standards, the HPB shall consider the following general criteria and guidelines:

- (1) Whether the proposed modification has a material effect on the historic resource.
- (2) Whether the proposed modification will affect the historic and architectural significance, architectural style, design, arrangements, texture, materials, and color of the historic resource.
- (3) Whether denial of a COA would deprive the property owner of all reasonable economically beneficial use of such property.
- (4) Whether the plans may be reasonably carried out by the applicant.
- (5) Whether the proposed work will have a negative impact on the historic resource upon which such activity is to be done.
- (6) Whether the proposed work will have a negative impact on other historic resources on the site or on other historic resources within its view shed.

(e) *Additional guidelines relating to alterations:* In approving or denying applications for a COA for alterations, in addition to the general criteria listed in subsection (d) above, the Board shall determine:

- (1) Whether the distinguishing original qualities or character of a building, structure, or site and its surrounding environment will be retained. Whenever reasonably possible, historic material or distinctive exterior architectural features will not be removed or altered.
- (2) Whether the proposed alterations change, destroy, or adversely affect any exterior architectural feature upon which the alterations are to be performed.
- (3) Whether the alterations will protect, enhance, or perpetuate the structure, building, or site.
- (4) If replacement of an architectural feature is necessary, whether the new material is compatible with the material being replaced in composition, design, color, and texture.

- (5) Whether distinctive stylistic features or examples of craftsmanship which characterize a building, structure, or site will be preserved.
 - (6) Whether every reasonable effort is being made to protect and preserve archaeological resources on or adjacent to the site, or that may be affected by, any alterations, rehabilitation, restoration, or reconstruction project.
- (f) *Additional guidelines relating to new construction:* In approving or denying applications for a COA for new construction, the Board shall consider the following criteria, in addition to other general criteria listed in subsection (d) above, in order to determine whether:
- (1) The height of the proposed building is visually compatible with adjacent or surrounding buildings or structures.
 - (2) The width of the proposed building is visually compatible with the height of the building, as well as with adjoining or surrounding buildings or structures.
 - (3) The open space area between the proposed building, and adjoining or surrounding buildings or structures, is visually compatible.
 - (4) The materials, textures, and colors of the facade of the proposed building or structure are compatible with the predominant materials used in adjacent or surrounding buildings or structures to which they are visually related.
 - (5) Appurtenances of a building or structure, such as walls, wrought iron fences, landscaping, or building facades are visually compatible with the building or structure to which they are visually related.
 - (6) Additions to historic resources are sited as inconspicuously as reasonably possible and, with the exception of waterfront properties, towards the rear. All additions shall be designed to complement the historic resource in terms of scale, shape, and materials, while at the same time being readable as differentiated from and compatible with the old work.
- (g) *Additional requirements relating to request to relocate a historic resource:* In approving or denying applications for a COA for relocation of a historic resource, the Board, in addition to the general criteria listed in subsection (d) Above, shall consider the following:
- (1) Whether the relocation will affect the contribution the building or structure makes to its present setting.
 - (2) Whether there are definite plans for the site to be vacated.
 - (3) Whether the building or structure can be moved without significant damage to its physical integrity.
 - (4) Whether the building or structure is compatible with the building or structure on its proposed site or adjacent properties.
 - (5) Whether it has been demonstrated that no viable preservation alternatives exist at its present location.
 - (6) Whether all necessary measures will be taken to protect and preserve archaeological resources affected by, or adjacent to, a historic resource. A CTD shall also be required for relocation of a historic resource if the resource is one hundred (100) years old or older.
- (h) *Additional requirements relating to requests for demolition:* The purposes and intent of these additional requirements is to determine that no other feasible alternative to demolition of a historic resource can be found. Demolition of a historic resource may occur pursuant to an order of a government agency, a court of appropriate jurisdiction, or, if granted, pursuant to an application by the owner or owner's agent for a COA for demolition from the Board.
- (1) In approving or denying applications for a COA for demolition of a historic resource, in addition to the general criteria listed above, the following criteria shall be considered:
 - a. Whether the application concerns a noncontributing resource;

- b. Whether the historic resource no longer retains its significance due to permitted alterations or extensive damage caused by fire, flood, or storm;
 - c. Whether the demolition is of major benefit to a historic district;
 - d. Whether the historic or architectural importance of the historic resource is significant;
 - e. Whether the historic resource is one (1) of the last remaining examples of its kind in the neighborhood, the town, or the region;
 - f. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;
 - g. Whether reasonable measures can be taken to save the historic resource; and
 - h. Whether failure to issue the COA for demolition will deprive the owner of all reasonably economically beneficial use of the owner's property.
- (2) In addition to the items listed in subsection (b)(1) above, the applicant shall provide the following information to the Board:
- a. Name of owner of record.
 - b. Site plan showing all buildings and structures located on the property.
 - c. Recent photographs of the building or structure proposed for demolition.
 - d. Reasons for requesting demolition and method of demolition to be used.
 - e. Proposed future use of the site and of the materials from the demolished building or structure.
- (3) In addition to the notice requirements set forth in subsection (c), notice shall be provided by the HPO, by U.S. mail, postage prepaid, to record owners of land lying within three hundred seventy-five (375) feet of the historic resource, mailed at least fifteen (15) calendar days before the quasi-judicial hearing.
- (4) The Board may ask interested individuals and organizations for assistance in seeking an alternative to demolition.
- (5) The Board shall review the evidence provided and shall determine whether the historical resource can be put to a reasonable beneficial use or the applicant can receive a reasonable return without the approval of the demolition application. The applicant has the burden of proving that there is no reasonable beneficial use of the property or that the owner cannot receive a reasonable return. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Board shall deny the demolition application unless:
- a. The Board determines that the property no longer has significance as a historic, architectural, or archaeological landmark; or
 - b. The Board determines that the demolition is necessary to achieve the purposes of a community redevelopment plan or the Town's Comprehensive Plan.
- (6) In considering an application for a COA for demolition of a historic resource, the Board shall consider any evidence, reports, or testimony as to whether the criteria have been met. The Board shall render a decision either to deny, approve with conditions, or approve the application for demolition within forty- five (45) calendar days after the public hearing. If the Board fails to issue an order on an application within the specified time period, the application shall be deemed approved.
- (7) If an application for demolition of a COA for a historic resource is filed, the approval of the COA for demolition shall be a prerequisite to the issuance of any other town permits for a historic resource. However, the issuance of a COA for a demolition shall not occur until all other approvals required for the redevelopment of the subject site by the Town of Yankeetown. If no approvals are required for the redevelopment, the issuance of a COA for a demolition shall not occur until the preliminary permit is issued by the Town of Yankeetown, for any ground disturbance for the redevelopment of the subject site.

- (8) Notwithstanding the foregoing, demolition may not commence for a period of thirty (30) days following the approval, or deemed approval, of an application for demolition without the express consent of the Board.
- (i) *Application for economic hardship exception:* Where, by reason of particular site conditions and restraints, or because of unusual circumstances applicable solely to a particular historic resource or site upon which a resource is located, strict enforcement of the provisions of this article would result in the deprivation of all reasonable economically beneficial use of the historic resource or site upon which the resource is located, the Board shall vary or modify adherence to this article; provided always that its decision shall ensure harmony with the general purposes of this article and will not adversely affect the Town of Yankeetown. In any instance where there is a claim of undue economic hardship, the applicant shall submit, by affidavit, to the Board at least fifteen (15) calendar days prior to the public hearing, the following information:
- (1) Amount paid for the property, date of purchase, the description of the entire property purchased, and party from whom the property was purchased, including a description of the relationship, whether business or familial, if any, between the owner and the person from whom the property was purchased.
 - (2) Assessed value of the land and improvements thereon according to the most recent assessment of the Levy County Property Appraiser.
 - (3) For depreciable properties, a pro forma financial statement, indicating the profits and losses of the property for the current and preceding two (2) years, prepared by an accountant or broker of record.
 - (4) All appraisals obtained by the applicant in connection with the purchase or financing of the property, or obtained during the applicant's ownership of the property.
 - (5) Bona fide offers of the property for sale or rent, price asked, and offers received, if any.
 - (6) Any consideration by the applicant as to profitable, alternate uses for the property.
 - (7) The Board may further require that an applicant furnish such additional information as relevant to its determination of undue economic hardship. The owner shall permit access to the subject property for the purpose of inspections and appraisals required by the Board or the HPO. In the event an applicant has alleged that strict enforcement of the provisions of this article would result in the deprivation of all reasonable economically beneficial use to the applicant, evidence pertaining to this allegation shall be provided before or at the hearing for the issuance of the COA as set forth in this article. All interested persons shall be allowed to participate in the hearing.
- (j) All alterations or repairs shall be performed pursuant to the terms and conditions of the COA.
- (k) It shall be the responsibility of the appropriate building official and the HPO to inspect from time to time any work being performed in their respective jurisdictions to ensure compliance with a COA. In the event work is not being performed in accordance with the COA, the building official shall issue a stop work order until it is demonstrated that work will commence consistent with the COA or, if necessary, that an amended COA has been obtained. No additional work shall be undertaken as long as the stop work order remains in effect.
- (l) Whenever the Board has taken action to deny a request for a COA, the HPO shall not accept the same or substantially the same request for a COA for a period of one hundred eighty (180) calendar days from the date of the denial by the Board, without an affirmative vote to reconsider cast by a majority of individuals on the Board or town council.

Sec. 18-487. Certificate to dig (CTD), protection, and preservation.

- (a) *Certificate to dig (CTD) required:*
- (1) Within a designated archaeological site, or designated historic resource site or property containing archaeological resources or artifacts, no person shall undertake any of the following actions affecting the site or property, without first obtaining a fully executed CTD from the HPO for:
 - a. Any new construction, filling, digging, removal of trees, or other activity that may alter or reveal archaeological material; or

- b. Any alterations, relocations, new construction, or demolitions when ground disturbance is likely to occur within an archaeological site.
- (2) A CTD shall be a prerequisite and in addition to any other permits required by law. The issuance of a CTD by the HPO shall not relieve the property owner of the duty to comply with other state and local laws and regulations.
- (b) *General criteria and guidelines for granting a CTD:* In addition to the secretary of the interior's standards, the HPO shall consider the following general criteria and guidelines:
 - (1) Whether the proposed work will have an effect on a known or anticipated historic resource;
 - (2) Whether the extent to which the historic or archaeological significance of the historic resource will be affected by the proposed work is within the secretary of the interior's standards;
 - (3) Whether denial of a CTD would deprive the property owner of all reasonable economically beneficial use of such property;
 - (4) Whether the plans may be reasonably carried out by the applicant;
 - (5) Whether the proposed work will have a negative impact on the historic resource upon which such activity is to be done; and
 - (6) Whether the proposed work will have a negative impact on other historic resources on the site or on other historic resources within its view shed.
- (c) *Application procedures for a CTD:*
 - (1) The owner or agent shall complete and file an application with the HPO.
 - a. Applications shall be accompanied by drawings, plans, or specifications of sufficient detail to show the proposed alterations, additions, changes, or new construction and locations of ground disturbance activities as are reasonably required for decisions to be made by the HPO.
 - b. Within twenty (20) calendar days after the date that the application has been deemed complete, the HPO shall approve the application for a CTD, approve the application with conditions, or deny the application. In the event that no decision has been rendered within twenty (20) calendar days, the application shall be deemed to be approved.
 - c. The CTD may be made subject to specified conditions, including, but not limited to, those regarding site excavation.
 - d. The determination of the HPO shall be mailed to the owner or agent by registered mail within seven (7) calendar days after the decision of the HPO.
 - e. The owner or agent shall have the opportunity to appear before the Board to challenge the HPO decision or any conditions attached to the CTD by requesting a meeting of the Board within ten (10) Calendar days after the receipt of notification of the decision on the CTD application is made to applicant either through mailing with proof of delivery or otherwise in writing with proof of delivery.
 - f. Whenever a request for a CTD has been denied, the HPO shall not accept the same or substantially the same request for a CTD for a period of one hundred eighty (180) calendar days from the date of the denial. The above time limit may be waived by the Board or town council by an affirmative vote of a majority of individuals on the Board or town council when the Board or town council, as applicable, deems, based upon evidence provided by the applicant, such action necessary due to changed circumstances, to prevent an injustice, or to facilitate the proper development of the town.
 - 1. The request shall be placed on the agenda of the next available, regularly scheduled meeting of the Board to review the original HPO decision. The Board may uphold or modify the HPO decision after considering de novo, the application, statement, and evidence presented by the owner or agent, and statements and evidence presented by the HPO.

2. The decision of the Board shall be mailed to the owner within fourteen (14) calendar days after the date of the meeting.
 3. An approved CTD shall contain an effective date, not to exceed sixty (60) calendar days after the decision, at which time the proposed activity may begin, unless the Board initiates the nomination process for the site in question as a historic resource or historic district. In such a case, all the rules and regulations pertaining to the nomination process for a historic resource shall apply.
- (d) All work performed pursuant to the issuance of a CTD shall conform to the requirements of such certificate. It shall be the responsibility of the appropriate building official and the HPO to inspect from time to time any work being performed to ensure compliance with a CTD. In the event work is not being performed in accordance with the CTD, the building official shall issue a stop work order until it is demonstrated that work will commence consistent with the CTD or, if necessary, that an amended CTD has been obtained. No additional work shall be undertaken as long as the stop work order remains in effect.
- (e) To assist in implementing this section, the town shall adopt a map of known archaeological sites and conservation areas. Said map shall be kept and maintained in the offices of the HPO and shall be available for public inspection.
- (f) At least annually, the HPO shall review the map and the Florida master site file (FMSF) for possible map amendments.
- (g) In the event that any archaeological materials are uncovered during development activities for which a CTD is required, such development activities in the immediate vicinity of the discovery site shall be discontinued, and certain actions shall be taken by the property owner pursuant to Chapter 872.05, Florida Statutes.
1. The property owner shall:
 - a. Notify the HPO of the discovery.
 - b. Allow a Phase 1 level survey of the property completed by a professional archaeologist meeting the qualifications and standards established by 36 C.F.R. Part 61.
 - c. Submit the survey to the HPO for review and evaluation, and to the FMSF section of the Florida Division of Historical Resources.
 2. If the professional archaeologist determines that the site is not significant, and said determination is verified by the HPO, then development activities may resume immediately. If the HPO fails to respond within fourteen (14) calendar days after receipt of said survey, the determination of the professional archaeologist that the site is not significant shall be presumed to be valid.
 3. If the site is determined to be significant, within thirty (30) calendar days after the determination of significance of the Phase 1 level survey, the Board shall initiate procedures to (i) provide for proper excavation of the site, including inventorying of artifacts and preservation of site information which might be lost by proceeding with development activities; or (ii) preserve the site by any of the following:
 - a. Recommend approval of incorporation of the site into a site development plan;
 - b. Initiate public acquisition of the site;
 - c. Offer transfer of development rights to the owner or developer, if available;
 - d. Recommend offering tax incentives to the owner or developer pursuant to Section 193.505, Florida Statutes; or
 - e. Allow development activities to proceed under the supervision of a professional archaeologist, at a level of supervision to be determined by the archaeologist, to ensure protection of the site or preservation of artifacts and information to be determined by proper archaeological excavation.

The Town recognizes that it lacks, and is unlikely to have, the resources to quickly acquire parcels or compensate an owner for long-term interruption of approved development activities and it shall generally be most appropriate for the board to provide for development of sites after (1) relatively short term delays to provide an opportunity for proper excavation of areas which shall necessarily be disturbed or destroyed by development, and (2) imposition

of reasonable alternative construction methods and designs which will reasonably minimize the area impacted, the foregoing to be completed within the time frame contemplated by subsection 4. Below.

4. If preservation of the site is not feasible, development activities in the immediate area of the discovery shall be delayed for a period of time not to exceed three (3) months after the date of receipt of the Phase 1 level survey. During this three (3) month period, representatives of the State Division of Historical Resources, the Board, the HPO, or the agents and employees of the Town of Yankeetown shall seek the right of access to the immediate area to survey. A professional archaeologist retained by the owner or developer shall conduct an archaeological salvage excavation of the area within which the discovery was made; provided, however, that development shall resume upon either the completion of such archaeological salvage excavation or the expiration of the three-month period, whichever first occurs. If necessary, the three-month time period may be extended for an additional three-month time period to allow for completion of the survey and archaeological salvage excavation. If access to the site is denied, the CTD shall be denied.

Sec. 14-488. Maintenance of historic resource.

- (a) Every owner of a historic resource shall properly maintain and keep in good repair and shall not permit demolition by neglect to occur:
 - (1) All of the exterior portions of such buildings or structures;
 - (2) All interior portions which, if not maintained, may cause the building or structure to deteriorate or to become damaged or otherwise to fall into a state of disrepair; and
 - (3) If the site contains archaeological materials, the owner shall be required to maintain the property in such a manner so as not to adversely affect the integrity of the archaeological zone or historic resource; or
 - (4) In the alternative to [subsections] (1)—(3) above, seek a COA based upon a deprivation of reasonable economically beneficial use of such property.
- (b) In order to preserve, the Board may refer violations of this section to the town's special magistrate per chapter 2, Article III.
- (c) The requirements of this section shall be in addition to any and all requirements of the local government having jurisdiction and the Florida Building Code that require buildings or structures to be maintained in good repair. It is the intent of this section to preserve, from either deliberate or inadvertent neglect, the exterior features of historic resources and the interior portions thereof when maintenance is necessary to prevent deterioration and decay of the historic resource. All such historic resources shall be preserved against such decay and deterioration and be maintained free from structural defects through correction of any of the following deficiencies:
 - (1) Facades which may fall and injure the subject or adjoining structure or building, or members of the public.
 - (2) Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports.
 - (3) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - (4) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors
 - (5) Any fault or defect in the structure or building which renders it structurally unsafe, insufficiently protected from weathering, or not properly watertight.
- (d) A property owner who believes that the application of this section creates an undue economic hardship may request relief pursuant to Code.

Sec. 18-489. Public nuisance.

The Town of Yankeetown hereby finds that the unauthorized alteration, demolition, or demolition by neglect, of structures or sites designated as historic resources is a violation of this article, constituting a public nuisance; and, as such, the town attorney, upon approval, the town council may seek an injunction, in addition to any other legal remedies

available.

Sec. 18-490. Enforcement.

The provisions of this article shall be enforceable by the town pursuant to chapter 6 of the Town Code.

Sec. 18-491. Historic preservation board.

- (a) The Board is hereby established to perform the duties assigned herein, as well as any other duties assigned by the town council. The Board shall also review National Register nominations in accordance with the National Historic Preservation Act of 1966. The actions of the Board shall be complementary to the responsibilities of the State Historic Preservation Office (SHPO).
- (b) The Board shall be comprised of five (5) members, each of whom shall be appointed by the chief elected official at the recommendation of the town council. All members of the Board shall be residents of the town and shall possess demonstrated knowledge, experience and commitment to historic preservation. The town shall appoint, to the extent such professionals are available in the community, professionals in history, architecture or related disciplines to make up the members.
- (c) The term of office of the board members shall be four (4) years, provided that the initial term of the members shall be staggered. The initial term of members shall be staggered so that the end of the term of the initial members shall not end simultaneously. The initial appointments shall be made such that three (3) members shall be appointed for a term of four (4) years and two (2) members shall be appointed for a term of three (3) years.
- (d) The Board shall conduct at least four (4) meetings per year at regular intervals. Vacancies, including expired terms, shall be, to the extent available and willing to serve, filled by persons with the same background as the original appointee, or related field, within sixty (60) days.
- (e) The Board shall maintain rules of procedure including, but not limited to, having a previous advertised agenda, procedures for recording of minutes that are available to the public, provision that all decisions shall be given in a public forum, training opportunities for board members, for election of officers, and for seeking assistance on historic preservation matters requiring expertise not represented within its membership. The rules of procedure must be available for public inspection and are to be submitted to the SHPO.
- (f) The Board shall be subject to the requirements of Section 12, of the Town of Yankeetown Charter.
- (g) In addition to the duties described elsewhere in this article, the duties of the Board shall include, but not be limited to:
 - (1) Developing and updating any forms necessary for the implementation of this article, including, but not limited to, historic designation, certificated of appropriateness (COA), and certified to dig (CTD) applications.
 - (2) Providing historical markers, plaques, and other recognition for individual historic resources, districts, and archaeological sites.
 - (3) Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.
 - (4) Developing and applying design guidelines.
 - (5) Initiating, reviewing, and updating historic site surveys in the town.
 - (6) Reviewing National Register nominations and providing comments to the appropriate entities. In accordance with Section 101(a) of the National Historic Preservation Act (and 36 CFR 60).
 - (7) Reviewing and making recommendations to town staff regarding grants and financial incentives that assist in promoting historic preservation within the town that are available to property owners and to the town.
 - (8) Promoting the awareness of historic preservation and its community benefits.
 - (9) Preparing and maintaining records of the Board's actions and decisions.
 - (10) Fulfilling all obligations and requirements associated with the Certified Local Government (CLG) Program.

- (11) Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.
- (12) Maintaining a detailed inventory of sites within the town compatible with the FMSF.
- (13) Maintaining a publicly available inventory of designated districts, site and structures. Section 304 of the National Historic Preservation Act (54 USC 307103) mandates restrictions on the release of locational information when such disclosure might (1) cause a significant invasion of privacy; (2) risk harm to historic property; or (3) impede the use of a traditional religious site by practitioners.
- (14) The appropriate local officials, owners of record, and applicants shall be given a minimum of thirty (30) calendar days and not more than seventy-five (75) calendar days' prior notice in which to comment on or object to the listing of a property in the National Register. An objection by the property owner must be notarized to prevent nomination to the National Register. The board shall prepare a report and send it to the chief elected local official who in turn transmits the board's report along with the official's opinion to the SHPO.
- (h) The town shall provide staff for the operational support of the Board to undertake the requirements for certification as a CLG and to carry out the duties and responsibilities delegated to the CLG.
- (i) The town and the Board shall maintain the historic preservation ordinance and practices in compliance with the CLG requirements.
- (j) The individual members of the Board must file a statement of financial interest in accordance with Sec. 112.3145, Florida Statutes.

Sec. 18-492. Local government certification program.

The Town of Yankeetown shall become certified pursuant to the certified local government program administered by the SHPO.

- (a) The HPO shall perform all activities required for compliance with the CLG program administered by the SHPO. The HPO shall provide written notice to the SHPO the next business day following the approval of any new historic landmark designation or alteration of any existing historic landmark designation.
- (b) The HPO shall provide written notice to the SHPO no later than thirty (30) calendar days after any of the following events:
 - (1) Changes in board membership.
 - (2) Amendment of regulations governing the board; provided, however, that the SHPO shall review and approve any amendments prior to adoption by the board.
- (c) The HPO shall provide duplicates of all relevant documents to the SHPO and maintain written records verifying receipt of documents by the SHPO.
- (d) The HPO shall submit advance written notice of each board meeting to the SHPO at least thirty (30) calendar days before each meeting.
- (e) The HPO shall submit proposed amendments to any ordinance governing the Board to the SHPO at least thirty (30) calendar days before the meeting at which such amendments will be considered; provided, however, that no amendments shall be adopted by the Board until after the SHPO has reviewed and approved such amendments.
- (f) The HPO shall submit draft minutes of each board meeting to the SHPO no later than thirty (30) calendar days after each meeting.
- (g) The HPO shall submit approved minutes of each board meeting to the SHPO no later than thirty (30) calendar days after each meeting at which such minutes were approved.
- (h) The HPO shall submit written records of attendance by board members at each board meeting to the SHPO no later than thirty (30) calendar days after each meeting.

- (i) The HPO shall submit written records of attendance by the public at each board meeting to the SHPO no later than thirty (30) calendar days after each meeting.
- (j) The HPO shall submit an annual written report to the SHPO no later than November 1 of each year covering the time period from the previous October 1 through September 30. The annual report shall include the following information:
 - (1) A copy of the rules of procedure for the Board;
 - (2) A copy of the historic preservation ordinance;
 - (3) Resumes of all board members;
 - (4) Changes to the membership of the Board;
 - (5) The total number of projects reviewed by the Board;
 - (6) A review of survey and inventory activity with a description of the system used;
 - (7) New historic landmark designations;
 - (8) New listings on the National Register of Historic Places; and
 - (9) A report of all grant assisted activities.

Secs. 18-493- 18-499. Reserved.

Section 4. Repeal of Ordinances.

Any ordinance in conflict herewith, to the extent of such conflict, is hereby repealed.

Section 5. Territory Embraced.

All territory within the legal boundaries of the Town of Yankeetown, Florida, including all incorporated areas, shall be embraced by the provisions of this Ordinance.

Section 6. Severability.

If any section, paragraph, provision or term of this Ordinance, or any portion thereof, shall be determined by a Court of competent jurisdiction to be invalid, such decision shall not otherwise affect the validity of the remaining portions of this Ordinance that were not declared to be invalid. If any particular section or subsection or definition in the Town HISTORIC PRESERVATION regulation conflicts with a Florida Statute, or the Constitution of the United States or State of Florida, the Florida Statute or Constitution will prevail. The Town Council intends all other provisions not in conflict with state or federal law to remain in effect.

Section 7. Inclusion Into The Code of Ordinances.

It is the declared intent of the Town Council of the Town of Yankeetown, and it is hereby provided that the provisions of this Ordinance shall become and be made part the Code of Ordinances of the Town of Yankeetown, Florida. To this end, any section or subsection of this Ordinance may be renumbered or re-lettered to accomplish such intention. The word Ordinance may be changed to section, article, or other appropriate designation.

Section 8. Effective Date.

This Ordinance shall take effect immediately upon adoption.

**PASSED AND DULY ADOPTED, with a quorum present and voting, this ____ day
of _____, 2025.**

First Reading held on: _____, 2025

Second Reading held on: _____, 2025

TOWN OF YANKEETOWN, FLORIDA

By: _____
Eric Erkel, Mayor of Yankeetown

ATTEST:

William Ary, Town Clerk

APPROVED AS TO FORM AND CONTENT FOR THE RELIANCE OF THE TOWN OF
YANKEETOWN ONLY:

NORM FUGATE, Town Attorney



RENEWAL QUOTE FOR 2025-2026

Town of Yankeetown

FMIT 0650

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$1,000,000	\$9,596
Cyber Liability	\$0	\$1,000,000	\$881
Automobile Liability	\$0	\$1,000,000	\$1,766
Automobile Physical Damage	Per Schedule		\$409
Property	\$1,000	\$6,625,644	\$67,829
Named Storm Deductible	10.00%		
Workers' Compensation	\$0	Total Payroll	
Experience Modification	1.00 10/1/25	\$111,500	\$591
TOTAL NET PREMIUM			\$81,072

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.



Risk Placement Services
P.O. Box 33003
St. Petersburg, FL 33733-8003
Customer Service: 1-800-432-3072 X 3
Claims: 1-800-725-9472

WFL 99.022 0424
7063420
6/05/25

2000 11523 FLD RGLR

Policy Number
09 1151095797 11

Expiration Date
6/20/25 12:01 a.m. S.T.

Date of Notice
6/05/25

Insured
YANKEETOWN TOWNOF
6241 HARMONY LN
YANKEETOWN FL 34498-2370

FLORIDA LEAGUE OF CITIES INC
PO BOX 538135
ORLANDO FL 32853-8135

RENEWAL REMINDER NOTICE

Your flood insurance policy is about to expire.
Renewal premium is required to renew your policy.

IMPORTANT: Your policy currently receives an Annual Increase Cap Discount.
If your policy lapses, you will lose the Annual Increase Cap Discount and your premium will be higher.
For more information about your discount, please contact your agent listed above.

Payor: Insured THIS IS A COPY OF YOUR BILL NFIP Policy Number 1151095797
Property Address:
4828 HIGHWAY 40 W,
WTP
YANKEETOWN, FL 34498-2104
Thank you for being a valued Wright Flood policyholder!

Please make your renewal payment on or before the expiration date shown above.

**See page 2 of this notice for important information regarding the impacts of a lapse in coverage.*

Renewing your policy is easy. Submit your payment to Wright Flood by credit card or electronic funds online through the website: <https://www.myfloodpayment.com>. If paying by check, see the instructions on the remittance coupon below.

Your coverage options are provided below. You may keep your current coverage amounts or adjust your coverage for additional protection. If you have questions about your coverage options or your flood policy, please contact your insurance agent.

Please indicate one of the following options when submitting your payment:

Coverage Options	Coverages		Deductibles		Premium
	Building	Contents	Building	Contents	
A: CURRENT COVERAGE	N/A	\$500,000	N/A	\$1,000	\$3,564.00
B: INCREASED COVERAGE	N/A	N/A	N/A	N/A	N/A

Please **RETURN BOTTOM PORTION** along with your payment to the mailing address below.



Please **WRITE POLICY NUMBER ON CHECK**

Renewal Date: 6/20/25

And make payable to: **Wright National Flood Insurance Company**

Option A ☐ **\$3,564.00**

Insured: YANKEETOWN TOWNOF
To be paid by: Insured

Option B ☐ **N/A**

PO. Box 33070
St. Petersburg, FL 33733-8070



02000 11523 FLD* RGLR 091151095797 11 00356400 RE 0000000 3

706342009115109579725156

0000F

Agent





TOWN OF YANKEETOWN

Case # _____

Parcel # _____

CITIZEN COMPLAINT INTAKE FORM

Date of Complaint: 8-11-25

Time: 2:00 PM

Name of Person who filed Complaint: Arthur Packer Phone: 305-761-0239

Complaint Communication: Phone _____ Letter _____ (attach)

☒ In Person Public Official _____ Employee _____ Resident ☒

911 Address of Complaint: 4350 SE 193RD PLACE

Complaint - General Description: WATER PROBLEMS

Complainant Signature (if available): [Signature]

Received By: _____

Investigation Notes: _____



TOWN OF YANKEETOWN

Case # _____

Parcel # _____

CITIZEN COMPLAINT INTAKE FORM

Date of Complaint: 8-29-2025 Time: 10:46 am

Name of Person who filed Complaint: Sharon & Craig Whitehouse Phone: 727-455-0552

Complaint Communication: Phone _____ Letter _____ (attach)
☒ In Person Public Official _____ Employee _____ Resident ☒

911 Address of Complaint: 35-53rd St. Y.T. 34498

Complaint - General Description: Rain run off - no drainage -

flooding easement / owner property next to / on
corner of 53rd St & Hwy 40. Stays flooded
for months -

Complainant Signature (if available): [Signature]

Received By: _____

Investigation Notes: _____

Recommendation: _____

2 fishers have
formed, ~~formed~~ in
the
area
of
flooding
→

Water Loss Forgiveness Policy

In the event that a Yankeetown water customer suffers an unavoidable water loss, the Town may offer a reduction in charges for lost water if all the following conditions exist:

- The water loss was due to an unforeseen and unavoidable failure. Failures such as leaking faucets or toilets will not qualify as "unforeseen and unavoidable" nor will mishaps such as accidentally leaving a faucet running.
- Evidence of the failure must be verified by a water department maintenance or Town maintenance employee.
- The loss results in increased water usage in the month of the loss in excess of 100% of the monthly average for the twelve months immediately preceding the month of the water loss. If resident has less than a 12-month history, then the average shall be calculated on the average for the months since service was established.
- The customer made every reasonable effort to promptly stop or reduce the water loss.
- The resident who is not at the residence for a period of time needs to turn off the water to the property using a valve installed, at the customer's expense, near the meter, on the customer's side of the meter.

If all of the above conditions are met, the Town may forgive up to 75% of the water usage for the month in excess of 200% of the average monthly usage for the preceding 12 months or the monthly average since service was established, whichever is less.

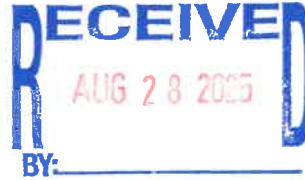
Policy Approved by Council: 8/5/13

Theresa Foster

15 Palm Drive
Yankeetown, FL., 34498
386-867-1789
theresaf38@yahoo.com

27 August 2025

Town of Yankeetown



Council,

Our primary residence at 15 Palm Drive was destroyed for a second time during 2024 Hurricane Helene. We received a substantial damage letter shortly thereafter stating we could not rebuild without improvements to avoid flooding in the future. We complied. We had to move in with our daughter, almost 100 miles away, to Lake City. We have since applied for the Elevate Florida program to have our home lifted and are currently in the 3rd phase of this process. Since the devastation of our home, we have not, at any point in time, resided there. There is no electricity, no interior walls. The doors to the home are unable to close properly or completely. We come to Yankeetown once a month to collect the mail and to check on the home while we are there. We have continued to pay Pegasus \$61.45 each month for water and garbage services, neither of which we use. I called Town Hall to request that the water be turned off on February 18th because it was an expense we didn't need until we repair the home and move back in. I was told we could not turn the water off because it was part of the town's system however, I could discontinue the garbage fee and received a form to fill out, Garbage Suspension Request, for that. I did not fill out the form. On June 30, 2025, we received a water bill for the amount of \$528.61. Needless to say, we were shocked. I called Town Hall and was immediately told we must have a leak or someone backed up a vehicle to the property and filled up a tank. Such an odd response. We were told to contact Pegasus. Pegasus told us they only handle the billing and would put in a service request on July 1st. We drove out to the home and there was no water running anywhere that we could see. We have made numerous calls to Town Hall and to Pegasus. On August 18th, Pegasus says Yankeetown had sent out someone to inspect the property but they did not leave any notes and for us to call Linda at Town Hall. Linda said she would check and call us back. August 26th we called Town Hall again and was told

we need to pay the \$528.61 and when we asked what the water/service people said, she responded she didn't know and she would call them and call us back right after because the water usage showed to be the same amount each month. She said they are requesting someone to go out to inspect the property as if no one has done so yet. We feel helpless. We are asking for help for an already stressful situation of being out of our home.. Today, August 27th, we were told that the water usage is correct and that maybe there are vagrants on the property. There is no one on the property. We have both neighbors on either side of the house who check on things, as well as the neighbor across the street who gathers our mail. It is as though no one wants to help but to place blame. We understand that it is not the fault of the town but we don't think it's entirely our fault either. We don't know what happened and it appears that no one else does either. We are simply asking for your help. We are asking for leak forgiveness. If anyone would take the time to go to the property you would see that it is indeed not habitable. Thank you for your time and consideration. Any help will be greatly appreciated.

Sincerely,

Theresa Foster



Linda Harrington <linda@yankeetownfl.org>

Re: 15 Palm Dr.

1 message

Mike Shuba <mike.shuba@opus21ms.com>
To: Linda Harrington <linda@yankeetownfl.org>

Stems from read of 6/20. Will call you.

Meter Number	Read Date	Reading	Test	Activity Log	Service Or
67558704	08/20/2025	2809.000	HGAL		
67558704	07/20/2025	2809.000	HGAL		0.000000
67558704	06/20/2025	2809.000	HGAL		428.000000
67558704	05/20/2025	2381.000	HGAL		0.000000
67558704	04/20/2025	2381.000	HGAL		0.000000
67558704	03/20/2025	2381.000	HGAL		0.000000
67558704	02/20/2025	2381.000	HGAL		0.000000
67558704	01/20/2025	2381.000	HGAL		0.000000
67558704	12/20/2024	2381.000	HGAL		0.000000
67558704	11/20/2024	2381.000	HGAL		0.000000

NOON 8-26-25
I spoke with Mike, Opus, about this. It appears the high wings was the may/june Billing.
must call Teresa Foster back with what we are going to do.
This house was destroyed in the hurricane.

Tue, Aug 26, 2025 at 11:15 AM

27M

WORK ORDER

NAME: Barnett

ADDRESS: 15 Palm Dr.

Teneva Foster
386-867-1789

ACCOUNT#: _____

CONTACT PHONE #: _____

DATE WORK ORDERED	WORK REQUESTED
8-18-25	They had a huge water Bill. Please check for leaks. After you figure that out, shut water meter off. They will request turn on when house gets settled.

DATE OF WORK COMPLETED	DESCRIPTION OF WORK
8/25/25	Water looks to be off already June - July - August Have Been the Same Reading.

COMPLETED BY: Barnett / Fost

DATE: 8/25/25

I am on 8-26-25 a man representing Teneva Foster called
screaming at me about his Bill. I emailed him and note
to Mike Pope for an answer. AH



Account Transaction Summary Select
10088903, THERESA FOSTER - CONServe

Company	Customer	Account	View Uploaded Meter Reads	Service Location	Service Orders by Dispatch Location	Billing	Service
<input type="text"/>			Starts With <input type="text"/>	<input type="button" value="Filter"/>	<input type="button" value="Clear"/>		
showing 1 - 42 of 42 Quick Jump: <input type="text" value="All"/>							

Return	Refresh	View Aging	View Billing History Report	View All Billing Details	Transfer Balance	Refund Credit Balance				
Account	Deposits	Service	Credit Rating	Locations	Landlord Services	Service Orders	Meters	Transactions	Fixed Charge	Adjustments
	Entered Date	Effective Date	Finalized Date			Transaction	Due Date		Amount	Balance
<input type="checkbox"/>	07/29/2025	07/31/2025	07/30/2025			Bill	08/20/2025		76.45	543.61
<input type="checkbox"/>	06/25/2025	06/30/2025	06/27/2025			Bill	07/20/2025		528.61	467.16
<input type="checkbox"/>	06/26/2025	06/26/2025	06/26/2025			Payment			-61.45	-61.45
<input type="checkbox"/>	06/09/2025	06/09/2025	06/09/2025			Payment			-61.45	0.00
<input type="checkbox"/>	05/28/2025	05/31/2025	05/29/2025			Bill	06/20/2025		61.45	61.45
<input type="checkbox"/>	05/12/2025	05/12/2025	05/12/2025			Payment			-61.45	0.00
<input type="checkbox"/>	04/29/2025	04/30/2025	04/30/2025			Bill	05/20/2025		61.45	61.45
<input type="checkbox"/>	04/10/2025	04/10/2025	04/10/2025			Payment			-61.45	0.00
<input type="checkbox"/>	03/31/2025	03/31/2025	03/31/2025			Bill	04/20/2025		61.45	61.45
<input type="checkbox"/>	03/17/2025	03/17/2025	03/17/2025			Payment			-61.45	0.00
<input type="checkbox"/>	02/26/2025	02/28/2025	02/27/2025			Bill	03/20/2025		61.45	61.45
<input type="checkbox"/>	02/20/2025	02/20/2025	02/20/2025			Payment			-61.45	0.00
<input type="checkbox"/>	01/29/2025	01/31/2025	01/31/2025			Bill	02/20/2025		61.45	61.45
<input type="checkbox"/>	01/20/2025	01/20/2025	01/20/2025			Payment			-48.85	0.00
<input type="checkbox"/>	12/30/2024	12/31/2024	12/31/2024			Bill	01/20/2025		61.45	48.85
<input type="checkbox"/>	12/23/2024	12/23/2024	12/23/2024			Payment			-189.43	-12.60
<input type="checkbox"/>	12/20/2024	12/20/2024	12/20/2024			Adjustment			-12.60	176.83
<input type="checkbox"/>	11/27/2024	11/30/2024	11/27/2024			Bill	12/20/2024		127.98	189.43
<input type="checkbox"/>	10/29/2024	10/31/2024	10/30/2024			Bill	11/20/2024		61.45	61.45
<input type="checkbox"/>	10/21/2024	10/21/2024	10/21/2024			Payment			-61.45	0.00
<input type="checkbox"/>	09/25/2024	09/30/2024	09/27/2024			Bill	10/20/2024		61.45	61.45

From: Linda Harrington <linda@yankeetownfl.org>
Sent: Monday, August 18, 2025 12:13 PM
To: Mike Shuba <mike.shuba@opus21ms.com>
Subject: 15 Palm Dr / Foster

Mike,

Please send me a History on this account. She said she got a huge water bill. After we check it out it will be turned off until they get the house lifted. It is ruined and vacant from Hurricane Helene. Please start Billing this one \$43.90 starting on the September Billing. (of course if we find the water usage was not on the Town's isde, they have to pay the big balance.

Thanks,
Linda

CONTRACT FOR LEGAL SERVICES

The Town of Yankeetown, Florida, "Town", employs and retains FUGATE & FUGATE LAW FIRM, "Attorney", for representation in the following matters:

Legal advice and representation in connection with all matters involved in the management of the Town's affairs.

1. The Town agrees to pay to the Attorney, for legal services described above, a fee in accordance with the following schedule, to be paid at Post Office Box 98, Williston, Florida 32696.

Fees: For Attorney's time spent in connection with preparation, travel and attendance at regular Town Council meetings, any Planning and Zoning meetings and any other workshops, communication privileges, by telephone, email or office visit, with the Town Manager, Mayor, Council members or other Town personnel, regarding official Town matters, drafting, research and other time expended, at an hourly rate as follows:

Regular Rate-Norm D. Fugate	\$ 275.00
Regular Rate-Woodroe Blake Fugate	\$ 275.00
Litigation Rate	\$ 300.00
Legal Assistant (Litigation Rate)	\$ 125.00

Payment: Attorney will provide a monthly statement for services rendered. Town agrees to pay all statement balances within 30 days from the date of the statement.

2. **Costs:** Town agrees to pay Attorney for all reasonable costs incurred by the Attorney in connection with legal services described above, and will make payment of costs as billed. Attorney agrees to account for all cost expenditures.

3. **Term of Agreement:** The term of this agreement begins on or about October 1st, 2025 and will continue until terminated or renewed by majority vote of the Town Council.

4. **Termination:** Attorney agrees to serve at the pleasure of the Town Council. Thus, this agreement may be terminated, without cause, by either party at any time upon 90 days written notice from either party, or upon such shorter notice as the parties may agree. This agreement may be terminated for cause at any time, without prior notice, by a majority vote of the Council.

5. **Address:** All statements or correspondence will be directed to the parties as follows:

Town of Yankeetown
6241 Harmony Lane
Yankeetown, Florida 34498

Fugate & Fugate Law Firm
P. O. Box 98
Williston, Florida 32696

Town of Yankeetown, Florida

Dated: September 3, 2025

By: _____
Mayor

Fugate & Fugate Law Firm

By: _____

**OPUS²¹ MANAGEMENT SOLUTIONS MASTER SERVICE
AGREEMENT FOR THE TOWN OF YANKEETOWN**

**OPUS²¹ Agreement Number: 6311
Date Effective: October 1, 2023**

THIS **OPUS²¹ Master Agreement** (this “Agreement”), is made and entered by and between OPUS²¹ MANAGEMENT SOLUTIONS, LLC., 680 Commerce Dr., Suite 160, Woodbury, MN 55125 (“OPUS²¹”) and the Town of Yankeetown, 6241 Harmony Lane, Yankeetown, FL 34498.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1. **Term of Agreement.** The Town of Yankeetown hereby engages OPUS²¹ for an initial term of two (2) years and thereafter for periods of one year unless this Agreement is terminated. Either party may terminate this Agreement, with just cause, provided that written Notice is given to the other party on or before the sixtieth (60th) day prior to the intended termination date.
2. **Modification.**
 - a. Either party may modify this Agreement or any Schedules through mutual agreement of both parties.
 - b. In the Event of Default, the non-defaulting party may terminate this Agreement or any Schedule.
3. **Dispute Resolution.** If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.
4. **Hold Harmless and Indemnification.**
 - a. **By OPUS²¹.** OPUS²¹ shall indemnify, defend and hold harmless Town of Yankeetown against any loss, damage or expense incurred by Town of Yankeetown as a result of claims, actions or proceedings brought by any third party arising out of OPUS²¹'s performance of this Agreement including Town of Yankeetown's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) Town of Yankeetown shall have given OPUS²¹ prompt written notice of any such claim, demand, suit or action; (b) Town of Yankeetown shall cooperate with said defense by complying with OPUS²¹'s reasonable instructions and requests to Town of Yankeetown in connection with said defense; and (c) OPUS²¹ shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

- b. **By TOWN OF YANKEETOWN.** Town of Yankeetown shall indemnify, defend and hold harmless OPUS²¹ against any loss, damages or expense incurred by OPUS²¹ as a result of claims, actions or proceedings brought by any third party arising out of Town of Yankeetown's performance of this Agreement including OPUS²¹'s reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) OPUS²¹ shall have given Town of Yankeetown prompt written notice of any such claim, demand, suit or action; (b) OPUS²¹ shall cooperate with said defense by complying with Town of Yankeetown's reasonable instructions and requests to OPUS²¹ in connection with said defense; and (c) Town of Yankeetown shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
5. **Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To OPUS²¹:

OPUS²¹ Management Solutions, LLC
Attention: Lynn Shuba, President
680 Commerce Drive, Suite 160
Woodbury, MN 55125

To TOWN OF YANKEETOWN:

Town of Yankeetown
Attention: William Ary, Town Administrator
6241 Harmony Lane
Yankeetown, FL 34498

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

6. **Severability.** If any provision of this Agreement is held to be unenforceable, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT

WHICH PROVIDES FOR A LIMITATION OF LIABILITY, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

7. Compliance with Laws. Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.

8. Termination of Agreement. Upon termination of this Agreement, OPUS²¹ will assist Town of Yankeetown, on a time and material basis, to transfer the data to another system in a professional and timely manner.

Accepted by:

OPUS²¹ Management Solutions, LLC

Town of Yankeetown

By: _____

**Lynn Shuba
Its: President**

By: _____

Its: _____

Attested By: _____

Its: _____

Date

Date

SCHEDULE NO. 1
Base Services and Cost

NOW, THEREFORE, the Parties agree as follows:

1. Cost of Services.

\$ 3.50 per service location / month

2. Services.

Cloud Based Utility Billing CIS

- OPUS²¹ will host and manage the customer information system – including charge calculation and exception processing.

Service Order Dispatch

- High reads, possible leaks, move ins, etc. OPUS²¹ will electronically transmit field work for completion on the morning the work is to be performed to field techs.

Utility Bill Print, e-Billing

- Meter, Stepped/Tiered & Flat Rate Bill Presentment for both Sewer and Garbage services.
- Customers can also elect to receive e-billing.

Customer Service & Satisfaction

- Operation hours: 8:00 AM – 6:00 PM EST M-F.
- OPUS²¹ will provide skilled call center representatives committed to your success with real-life, day-to-day understanding of your business rules.

Payment Processing

- Payments accepted/mailed to lockbox in St Paul, MN.
- Customers may also enroll in Auto Pay from their checking or savings account where payment will automatically be withdrawn on the due date.
- Customers can also pay on-line via credit card. Processor convenience fee will be applied.

Optional Services

- Insert of newsletters and flyers: Cost of printing plus 0.06 each.
- Independently mailed delinquent notices.
- Proactive telephone contacts to delinquent customers



Seante Gyukeri <admin@yankeetownfl.org>

Thoroughbred information

1 message

Linda Windler <lindawindler@yahoo.com>
To: "admin@yankeetownfl.org" <admin@yankeetownfl.org>

Thu, Sep 4, 2025 at 5:02 PM

Seante,

It sounds like your life is pretty exciting these days. I hope you haven't tried calling us in the last thirty minutes or so, as I just got off my cell phone with Cox cable who I had to call to tell them our lines were out. He was able to reset it, but I have to wonder if I could have customers out there scratching their heads right now when they couldn't get through. As you know we pride ourselves on doing our best to get people helped quickly without waiting around more than is absolutely necessary.

I wanted to send you in print the information we discussed on the phone for you to have for your meeting, so here it is.

Firstly, the main program License for Thoroughbred HorseCents Utility Manager, THUM for short, has an initial cost of \$850.00 for the first year. After that the annual subscription fee is \$360. Now, when we say subscription, that does not mean that you would be accessing the program on the Cloud. The city will have it loaded on to your local computer just as you were used to with us before. And, the data will be yours and yours alone unlike when power and ownership is relinquished to the Cloud. If you experience any Internet blackout times, your use of the program would not be affected. It is true that if we are trying to connect with you to provide service or update, if your Internet goes down, we would have to limit the tech support to, like the old days, over the phone help until you would be back on the NET. Hopefully you are not in an area that has those sorts of problems, but, again, if you did, no big deal for THUM.

There are no additional fees for support or training for THUM above and beyond that original \$850. The certification training for you and any other user in the beginning and the transfer of data and assistance getting started is all covered by the \$850.00 first year subscription price. The training is done over the phone and Internet, usually simultaneously, just as you remember. As before, we use TeamViewer to connect with you and we pay that cost.

If later on additional personnel is hired who will be using the software, a one-time fee of \$120.00 would be charged for training. With that, the new person would be just like the originally trained person(s), and they too would be eligible for the FREE phone/Internet technical support provided as needed for THUM.

After the first year the subscription price falls to an annual cost of \$360.00 for THUM. As long as the subscription is kept up with, the Trained/Certified user(s) of the software continue to be eligible for the FREE phone/Internet support without any additional costs.

I understood from what Merle said and our conversation that you hope in the future to secure a grant to upgrade the meters to Electronic Read. When that time comes, the price for the Thoroughbred interface for the specific Electronic Read you decide on would be \$550 for the first year and \$180 thereafter. To keep any additional license purchase with the same renewal date as the THUM, we charge for one year of the purchase for the added module, then we charge from the renewal date up to the THUM date at a prorated amount for the months to make it to the same renewal date. For example, if you start with THUM at \$850 on 10/1/2025, then your THUM renewal date would be 10/1/2026 for \$360. Meanwhile, if you added the interface as of 12/1/2025 we would charge \$550 to take you to 12/1/2026 and charge a portion of the next year at a rate of \$15 per month to take you all the way to 10/1/2027. In other words, the original invoice for the interface would be \$550 for the first year, then an additional Ten months at \$15 per (prorating of the \$180 per year fee) coming to \$150 for the Ten months, with the first invoice total for the interface totaling \$700 with nothing more due on the interface until 10/1/2027. At that point, the 10/1/2027 to 10/1/2028 subscription would be \$180, and, of course the THUM at \$360.

If your city should make the deep dive into an Electronic Read option like Radio Read or Cellular Phone Read, or, Satellite Read (not likely that one unless the price tag for were to decrease A lot!), then, any of those choices would have the same initial first year software subscription price of \$550 followed by \$180.00 per year thereafter.

So, the least you will spend if you get no other module would be \$850 for the first year and \$360 thereafter. This would, of course mean the readings would be taken in the field by someone by hand and jotted down on a Meter Reading

worksheet provided with the customers names, addresses, etc., by the software and office staff would need to enter each reading by hand at the software's meter reading screen.

I know that your experience with the program did include Electronic Read. If that is desired but you find that it is not financially practical for some time, your meter reader could use a Windows Tablet and our Table Read Interface, which is also \$550 for the first year and \$180 thereafter, in the meantime. This you could get from the start, and from an office point of view, you would find it all to be nearly identical to your experience with THUM back in Bird. Later, when the money is there for all that meter renewal, the city could switch to Radio Read or Cell Tower Read at the cost discussed a few paragraphs back.

I understood from our phone conversation that you are not, at this time at least, feeling the need for our Online Pay module, where people can look up their bill online and pay online. Should you decide to add that at some time the cost from us for the software module is \$180 for the first year and \$60 per year thereafter. You would still have the cost from a company such as PayStar for actually taking the payments.

I think you probably are wanting to go with the Bank AutoPay, i.e. ACH. I know you were used to having that as you did before. Unlike credit card pay the first year \$180 and the annual \$60 for ACH should be your only cost for that. If your bank wants to charge you for doing ACH, they are charging you for doing their work for them, and I would suggest you suggest to them they should not. I sometimes see banks try that, but usually, when an informed person calls them on it, they back off. As you recall ACH, would allow you to sign people up for automatic monthly bank transfer that would make it so all those signed up would have their accounts paid all at once each month with the stroke of a key. Like the Online Pay that cost is a first year \$180.00 subscription fee with subsequent annual cost of \$60 each year thereafter.

There are other products that we offer like Pet Licensing or Cemetery Management, but from our conversation I think these are the only ones that matter at the moment, so I won't confuse things by going on unnecessarily.

I hope I have covered what you need, if not, as always, we are just a phone call away.

Linda Windler
LindaWindler@yahoo.com
785-232-8160



Virus-free www.avast.com

EMPLOYEE REVIEW AND RECOMMENDATIONS

Employee: _____

Type of Review: _____

Department: _____

Review Date: _____

Job Title: _____

Last Review Date: _____

Directions: Please indicate the appropriate level of performance for each area of the performance evaluation. When the evaluation is complete, a copy must be presented to the employee. For each rating lower than "Satisfactory", please make a comment(s) citing specific examples to justify the rating and include recommendations for improvement where appropriate. Use additional sheets whenever necessary.

1. INITIATIVE. The degree to which the employee acts independently in new as well as everyday situations; the extent to which the employee sees and accomplishes tasks without being told.

_____ **Excellent** Little or no supervision needed. Highly resourceful in new situations.

_____ **Good** Thinks and acts independently. Resourceful in familiar situations.

_____ **Satisfactory** Initiative is satisfactory. Requires occasional supervision in routine situations.

_____ **Below Standard** Requires frequent instruction and close supervision.

_____ **Unsatisfactory** Must be told everything. Takes no personal initiative.

Rating Comments / Goals / Recommendations:

2. PRODUCTIVITY. The actual work output of the employee – relative to standards (if established) and compared to output of peers. Consider the work the employee produces rather than what the employee may be capable of producing.

_____ **Excellent** Definitely a top producer; consistently meets deadlines; usually does more than required.

_____ **Good** Produces more than most of his/her peers; above average. Nearly always completes assignments and meets deadlines.

_____ **Satisfactory** Output meets requirements. Usually meets deadlines.

_____ **Below Standard** Low output; below average. Sometimes meets deadlines; often is late.

_____ **Unsatisfactory** Extremely low output; definitely not acceptable. Consistently has problems meeting deadlines

Rating Comments / Goals / Recommendations

Page two – Employee Review

3. QUALITY. Freedom from errors and mistakes; accuracy; quality of work in general

- _____ **Excellent** Consistently highest possible quality. Final product nearly perfect.
- _____ **Good** Sometimes very high quality. Usually few errors and mistakes.
- _____ **Satisfactory** Quality acceptable with some mistakes but of a correctable level.
- _____ **Below Standard** Barely meets minimum standards. Frequent mistakes; improvement needed.
- _____ **Unsatisfactory** Excessive errors and mistakes. Usually very poor quality work.

Ratings / Goals / Recommendations:

4. EFFORT. The degree to which the employee does the best to be a top employee (without regard to how effective the employee is). Consider conscientiousness and motivation.

- _____ **Excellent** Intensely motivated. Exerts maximum effort.
- _____ **Good** A hard worker. Exerts more effort than most. Persistent.
- _____ **Satisfactory** Satisfactory effort displayed on a routine basis.
- _____ **Below Standard** Low motivation displayed. Hesitant. Could do better.
- _____ **Unsatisfactory** Effort exerted only when forced to do so.

Ratings Comments / Goals / Recommendations:

5. DEPENDABILITY. The extent to which the employee can be relied upon to accept and accomplish work to desired standards. The degree to which the employee is reliable, trustworthy and persistent. Maintains proper level of professional confidentiality.

- _____ **Excellent** Completely reliable. Goes beyond limits of tasks with little or no supervision.
- _____ **Good** Usually reliable and persistent in spite of most difficulties. Accomplishes desired amount of work with little direction. Trustworthy.
- _____ **Satisfactory** Trustworthy but needs direction at times. Employee usually seeks support rather than risk trying alone.
- _____ **Below Standard** Sometimes unreliable. Avoids responsibility. Seems to be satisfied to “get by”. Needs

supervision. Sometimes fails team members in assignments.

Page three – Employee Review

_____ **Unsatisfactory** Gives up easily. Frequently unreliable. Does not wish to assume responsibility. Undependable. Unable to follow direction.

Ratings Comments / Goals / Recommendations:

6. JOB KNOWLEDGE. Knowledge of techniques, processes, procedures, services, equipment and materials required to do the job.

_____ **Excellent** An authority on own tasks and superior knowledge of related jobs.

_____ **Good** Well informed about present tasks and related jobs; skilled

_____ **Satisfactory** Satisfactory knowledge of his/her job and sufficient knowledge of related jobs.

_____ **Below Standard** Minimum knowledge of current position. Additional training needed.

_____ **Unsatisfactory** Lack of knowledge/skills to perform properly. Training does not help or amount of training required too prohibitive to present.

Ratings Comments / Goals / Recommendations:

7. INTERPERSONAL RELATIONS. Effectiveness in accomplishing task by working with others and dealing with the public, peers, supervisors and citizens.

_____ **Excellent** Always works effectively with others and has exceptional personal skills. Always seems to present a proper response for any situation. Keen insight into people and readily adapts to them. Extremely tactful. Exceptional representative of the employer.

_____ **Good** Usually works well with others; usually demonstrates awareness and consideration of other viewpoints. Positive approaches to dealing with people with problems.

_____ **Satisfactory** Acceptable relations with others. Seldom causes friction.

_____ **Below Standard** Occasionally causes conflict with others in implementation of an assignment. Occasionally fails to compromise or understand other points of view. Tends to be negative.

_____ **Unsatisfactory** Usually creates a hostile or disruptive environment whenever interaction with others is required to complete an assigned task. Will not compromise even to complete an assigned task. Extremely negative.

Ratings Comments / Goals / Recommendations:

Page four – Employee Review

8. SUPERVISION. (Rate only if employee has been doing supervisory work.) Effectiveness in planning, organizing, delegating, controlling the work of subordinates and winning their cooperation. General effectiveness in getting work done through subordinates. Appropriateness of evaluating employees and maintaining proper documentation.

_____	Excellent	Has mastered skills of supervision. Gets maximum production and cooperation. General effectiveness in getting work done through subordinates. Very effective planner.
_____	Good	Better than most in getting work done through others. Effective manager utilizing personnel and resources.
_____	Satisfactory	Gets work done through others but sometimes “takes over him/herself”. Organizes and looks ahead to a moderate degree.
_____	Below Standard	Has difficulty as a supervisor. Improvement needed. Often ends up doing work instead. Deficient in organization; does not delegate well.
_____	Unsatisfactory	Lacks ability to supervise at this time. Does not possess necessary ability to evaluate situations, to manage staff and to plan accordingly.
_____	Not Applicable	

Ratings Comments / Goals / Recommendations:

9. JUDGMENT. The ability to make the proper decision which is most beneficial to the duties assigned, the overall benefit of the department/section, management concerns and public policy.

_____	Excellent	Always displays good judgment. Able to handle difficult situations in a responsible, professional manner. Makes decisions which improve the efficiency of the worker, him/herself and the work site.
_____	Good	Usually displays proper judgment in evaluating situations. Usually makes the proper decision. Is responsible for actions.
_____	Satisfactory	Satisfactory ability to evaluate and solve problems. Usually makes the right decision. Occasionally requests / requires direction from supervisor(s).
_____	Below Standard	Performance indicates limited ability to evaluate situations and make the right decision. Frequently requests / requires direction and/or support.
_____	Unsatisfactory	Poor judgment frequently displayed; unreliable in making the proper decision.

Ratings Comments / Goals / Recommendations:

Page five – Employee Review

10. COMMUNICATIONS. Ability to write and speak correctly in terms that are easily understood, concise and professionally presented.

_____	Excellent	Written work is always grammatically correct, concise, properly organized. Speaks well in a variety of settings. Properly conveys appropriate messages.
_____	Good	Written work is usually correct with limited errors. Speech is usually professional and pertinent to the situations being discussed.
_____	Satisfactory	Satisfactory writing skills though work usually requires proofing and corrections. Speaking abilities in different settings is satisfactory.
_____	Below Standard	Written work consistently shows errors and needs proofing and considerable correction. Speaking abilities show room for improvement as messages are not easily understood or properly presented in a variety of settings.
_____	Unsatisfactory	Written work consistently very poor, disorganized and grammatically incorrect. Speaking is disorganized in patterns of presentations and conciseness.

Ratings Comments / Goals / Recommendations:

11. TEAMWORK. Ability to work as a member of the work team in a positive, cooperative manner. Support for management objectives, policies and directives. Ability to “get along” with others in the course of performance of their duties.

_____	Excellent	Always shows support and cooperation with fellow workers and eagerly pursues directives of supervisors in a positive, proactive manner. Presents disagreements properly and professionally but always accepts final decisions. Consistently works in support of City policies.
_____	Good	Accepts City policies and directives willingly. Disagreements are minimal and properly expressed yet employee performs in accordance with decisions and directives.
_____	Satisfactory	Usually accepts City directives and policies. Conducts oneself in a cooperative manner the majority of the time. Satisfactory team player.
_____	Below Standard	Requires considerable “selling” of policies and disagreements are frequent. Uncooperativeness displayed frequently. Cannot count on willing contributions to the team. Reactive rather than proactive.
_____	Unsatisfactory	Complains continually about policies and directives. Argumentative and negative toward supervisor, management and fellow workers. Provides little or no support to the team. Extremely negative.

Ratings Comments / Goals / Recommendations:

Page six – Employee Review

12. ATTENDANCE. Record of attendance, promptness and dependability to report to the work site within established standards and in proper condition to perform duties. (Absences qualifying as FMLA leave time is not to be considered in evaluating attendance.)

- | | | |
|-------|-----------------------|--|
| _____ | Excellent | Excellent record. Always working or ready to work at starting time. |
| _____ | Good | Good attendance; seldom late. Follows proper notification procedures if employee is to be absent or late from the work site. Minimizes absences. |
| _____ | Satisfactory | Steady attendance. Occasionally late by a few minutes; follows proper notification procedures. |
| _____ | Below Standard | Frequently absent or tardy. Unusual amount of tardiness or absenteeism. |
| _____ | Unsatisfactory | Poor attendance and reporting habits. Often fails to report. |

Ratings Comments / Goals / Recommendations:

SUMMARY: Overall Rating: This rating need not be the average of the ratings contained in the preceding sections. If, however, a rating above or below average rating of the preceding sections is assigned, an explanation must be given.

- | | | |
|-------|-----------------------|---|
| _____ | Excellent | Stands out as a superior employee |
| _____ | Good | More than fulfills essential requirements of the position. |
| _____ | Satisfactory | Meets acceptable standards of employment; areas of improvement noted. |
| _____ | Below Standard | Shows need for further training or improvement to meet acceptable standards; improvement needed for continued employment. |
| _____ | Unsatisfactory | Severe deficiencies. Employee may not be suitable for the job |

GOALS FOR FUTURE EVALUATION PERIOD:

Page Seven – Employee Review

SUPERVISOR'S COMMENTS: (Use additional sheets if necessary)

Supervisor / Evaluator signature

Date

EMPLOYEE'S COMMENTS: (Use additional sheets if necessary)

_____ **Concur with Ratings**

_____ **Disagree with Ratings**

Employee's signature

Date

Employee's signature acknowledges that he/she has reviewed the evaluation and signature does not indicate approval and/or agreement with the ratings and statements provided. Employee shall not sign the evaluation until he/she has had opportunity to provide written comments and response – and – has indicated in the above section his/her concurrence or disagreement with the ratings.

Employee must be given a copy of the completed evaluation. Original copy of the evaluation shall be placed in the employee's personnel file after administrative review. The signed original copy shall be submitted to the City Administrator for review and signature.

CITY ADMINISTRATOR'S COMMENTS:

City Administrator's signature

Date