

**Regular Meeting Agenda
Yankeetown Town Council
May 12, 2025, At 6:00 P.M.
Yankeetown Town Hall
6241 Harmony Ln Yankeetown, FL
34498**

Meeting Called to Order

Pledge of Allegiance

Area Resident Comments or Announcements

Approval of Agenda: (Modifications)

Old Business:

Agenda:

1. Approve Minutes
2. Budget workshops dates
 - a. #1 July 28th 6pm
 - b. #2 August 11th 6pm
3. Budget Hearing dates
 - a. #1 September 8 6pm
 - b. #2 September 22 6pm
4. Historic Preservation Ordinance Hearings
 - a. #1 June 2nd 6pm
 - b. #2 July 7th 6pm
5. Town Maintenance contract review
6. Future Ordinance discussion
 - a. Business Tax Ordinance
 - b. Vacant Property Maintenance
7. Appointments
 - a. Review of open seats on Town boards.
8. Road Maintenance Survey
9. Check Signers
10. Interlocal with Inglis Public Works
11. Discussion
 - a. Letter for mowing of right of way

b. Letter for Maintenance for Cattail creek
12.NRWA Loan Payment Payoff

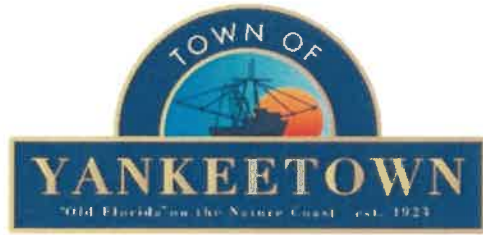
Council Reports or Announcements:

Mayor Report or Announcements:

Town Administrator Report or Announcements

Area Resident Comments or Announcements

Adjournment



**Regular Meeting Agenda
Yankeetown Town Council
April 7, 2025, At 6:00 P.M.
Yankeetown Town Hall
6241 Harmony Ln Yankeetown, FL
34498**

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

Pledge of Allegiance

Area Resident Comments or Announcements

Michelle Fuller-May 3rd 1-5 Parks and rec will be holding a block party around the Town Hall.

Approval of Agenda: (Modifications)

Agenda:

1. Approve Minutes
 - a. Motion by Vice Mayor Fuller to approve Minutes as is.
 - b. Second by Councilman Terrian
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-yay
2. Bill Ekasala request
 - a. Motion by Vice Mayor Fuller for a fee of \$25,000
 - b. Second by Councilman Terrian
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-nay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-nay
 - c. Attorney suggests: Council did not grant leniency, nor did they approve the 5x after the fact permit fees.
 - d.
3. Board of Trustees appointment
 - i. The Mayor appoints Victoria to the BOT.
4. Savinacious RFP

- a. Motion by Councilman Terrian to accept the proposal with contract consideration by attorney
 - b. Second by Vice Mayor Fuller
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-yay
- 5. Lions Club Request
 - i. No motion made
- 6. Purchasing of Equipment
 - a. Motion by Councilman Vorisek for the Ring Power Skid Steer Proposal
 - b. Second by Councilman Terrian
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-yay
- 7. Hiring Status
 - a. Public Works
 - b. Motion by Councilman Vorisek
 - c. Second by Councilman Terrian
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-yay
 - d. Office Assistant
 - e. Motion by Vice Mayor Fuller
 - f. Second by Councilman Vorisek
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay
 - iii. Vice Mayor Fuller-yay
 - iv. Mayor Erkel-yay
- 8. Drafting an easement to run a culvert/drainage on the Fishers property.
 - a. Motion by Councilman Terrian
 - b. Second by Councilman Vorisek
 - i. Councilman Terrian-yay
 - ii. Councilman Vorisek-yay

- iii. Vice Mayor Fuller-yay
- iv. Mayor Erkel-yay
- 9. Electrical updates and quotes for Riverside Median
 - a. Table for later discussion

Council Reports or Announcements:

Mayor Report or Announcements:

Town Administrator Report or Announcements

Area Resident Comments or Announcements

Adjournment

Mayor Erkel Adjourns at 8:24PM

TOWN OF YANKEETOWN
AGREEMENT AND CONTRACT for Mowing, Bush Hogging and General Maintenance

SCOPE OF WORK

SCOPE OF WORK AREAS

Town Parks and Public buildings

1. Water Resources Park: 10 Nancy Parkway
2. Fisherman's Park: 6251 Riverside Drive
3. Children's Park 6243 Harmony Lane next to Town Hall
4. Winding River Garden Park: 5551 Riverside Drive
5. Yacht Basin Park and Boat Ramp: 5891/5/92 Riverside Drive
6. Anchorage Park: 11 Anchorage Ave.
7. Town Hall property: 6241 Harmony Lane
8. Water Tower and Water Tower Garage yard

Alleys and rights of way to Mow

1. Alley A from 52nd St. / Water Tower to 56th St.
2. Alley B from 50th St. to near the rear (south) of 6109 CR40
3. 50th St. Extension
4. Alley 50 Riverside to behind lot on CR40
5. Alley 51 from Riverside to Alley B (Water Tower)
6. Alley 53 from Alley A to Alley B
7. Alley 63 from Riverside Dr. to Near CR 40
8. Alley @ Knotts Way & 61st St. East to Alley 60- --Where not too wet or blocked
9. Alley 60 from Harmony Ln to Alley @ Knotts Way West end Where not too wet or blocked
10. Alley 60 from Alley @ Knotts Way East end to Alley B --- Where not too wet or blocked

SCOPE OF WORK SERVICES

a. MOWING/BUSH HOGGING; BRUSH, BRANCH & DEBRIS REMOVAL

1. Rights of way along paved streets, cul-de-sacs, medians, Town Hall, Town Parks, and Water Tower yard. Pickup normal (non-storm) brush, branches and debris and move to the accumulation area outside the Water Plant fence. List of Town properties and parks attached. Estimated twice monthly May to Oct.; monthly Nov to April.

Cost per mowing: \$1500

2. Mow or Bush hog alleys, pick up branches and debris and remove to accumulation areas outside the Water Plant fence. Estimated frequency - Twice per Year.

Cost per mowing: \$1000

3. **Withlacoochee Gulf Preserve, 1001 Old Rock Road: Mow yard around Education Center and Garage.**
Estimated frequency - Monthly May to October and every other Month Nov to April.

Cost per mowing: \$200

4. **Withlacoochee Gulf Preserve, 1001 Old Rock Road: Along trails and main driveway.** Once per year.

Cost per mowing: \$1000

b. STORM CLEANUP

5. **Storm Cleanup of branches, brush, and debris: to include trees less than 8" diameter from Town property.**

Hourly rate: \$30 per man hour

Emergency Response time: 15 min.

Number of people the contractor can provide: up to 5 persons.

c. GENERAL MAINTENANCE

6. **Minor maintenance and repairs: road repairs such as filling small potholes, building and facility repairs not requiring plumbing or electrical license, setting barricades, WGP: boardwalk and misc. repairs, empty Town trash containers at least weekly but more frequently if needed, set trash/recycling out for collection.**

Additional General Maintenance items: WGP: clean outdoor toilets, empty trash and replenish supplies as needed. Pressure washing of signs or structures as requested, painting of hydrants or structures if requested. On request of the Mayor or Vice Mayor: investigates and evaluates complaints regarding dead trees, branches, limbs, potholes, street signs and takes appropriate actions to remedy the issue. Inspects culverts and swales. On request, conduct and maintain inventory of tools and equipment.

hourly rate: \$30 per man hour

Emergency Response time: 15 min.

d. EQUIPMENT

ALL NEEDED EQUIPMENT SHALL BE PROVIDED BY CONTRACTOR including but not limited to:

Ferris zero turn Mower, Exmark zero turn mower, Gravely 52" mower with sulky, trimmers, edgers, chain saws, 3 trailers.

Agreed Terms

7. **Independent Contractor.** Contractor is an Independent Contractor and will provide all services, equipment and human resources as an Independent Contractor and not as an employee(s) of the Town.
8. **Cancellation/Termination.** This Contract may be terminated by either party upon 90 days notice. The Town reserves the right to cancel any contract under this RFP without cause by giving 90 days prior notice to the contractor in writing of the intention to cancel. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Town. In addition to any other legal remedies available to the Town, the Town reserves the right to cancel and obtain from another source

any items/services which have not been delivered within the period of time stated in the proposal or if no such time is stated within a reasonable period of time from the date of order as determined by the Town. In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the contractor of such occurrence and any contract made under the RFP shall terminate on the last day of the current fiscal period without penalty or expense to the Town.

9. **Annual Renewable Contract.** This is an Annual Contract that can be renewed by the parties each year if terms do not change. The contract period **will commence upon execution of this contract** with no cost increases during the initial fiscal year through September 30, 2018. This contract will be automatically extended for a second fiscal year until September 30, 2019 and each year thereafter unless canceled or terminated by the Town Council with 90 days notice.
10. **Billing and Payment.** Payment by the Town for the services will only be made after the services have been performed and an itemized billing statement has been submitted on a monthly basis to the Town Clerk and approved by the Mayor, Vice Mayor or Town Council which shall specifically set forth the services performed. Billing and Invoicing will be biweekly and all billing and invoices will include detailed breakdown of hours, dates for each specific work task set forth above and the specific locations where the specific work was performed, including detail of dates, hours work performed and hours for each task, except that dates of service but not hours to complete task shall be required for tasks contracted as a per task cost (for example line items a1- through a4 and d in the scope of services). All billings will be reviewed by the Mayor, Vice Mayor, or Town Council and if billing is acceptable then prompt payment will be made by the Town in a timely manner. Payment for Maintenance and Storm cleanup is based on the hourly billing rate as set forth above. Contractor will be paid hourly for maintenance and storm cleanup work with the minimum callout billing to be for one hour regardless if work performed takes less than one hour, and the town will reimburse for a minimum of one full hour. After the first hour, town will pay based on the quarter hour rate (i.e. 1 hour 15 min will be paid at 1.25 times the hourly rate; 1 hour 30 min. will be paid at 1.5 times the hourly rate.).
11. **Scheduling of Services.** The scheduling of services for items 1 through 4 above will be determined by mutual agreement between the contractor and the Mayor, Vice Mayor or designee in advance of all work being performed. All unscheduled work undertaken outside the specific pre-approved schedule shall be pre-approved by the Mayor, Vice Mayor or designee before any work is undertaken. Any work outside the scope of services will require approval by the Town Council.
12. **Compliance with Law.** The laws of the State of Florida apply to any purchase made under this contract, and contractor shall comply with all local, state and federal directives, orders and laws as applicable to this proposal and subsequent contracts, including but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA, as applicable to this contract.
13. **Florida Public Entity Crimes Act.** Prior to, and during the term of any contract with the Town, the Town requires that all Contractors comply with The Florida Public Entity Crimes Act, §287.133, Fla. Stat. All Proposals shall include a complete and sworn statement pursuant to §287.133(3)(a), Fla. Stat., which is attached hereto as **Exhibit A**.
14. **Drug Free Workplace Certification.** All Proposals shall include a signed and completed Drug Free Workplace Certification, which is attached hereto as **Exhibit B**.
15. **Venue.** These Contracts shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of litigation between the parties, the venue shall be in Levy County, Florida and no other place, and Florida law shall apply.
16. **Indemnification.** The first \$10.00 of compensation received by the Contractor pursuant to the contract for the RFP represents specific consideration for the following indemnification: Contractor shall indemnify, pay the cost of defense, including attorneys fees and hold harmless the Town from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor or by or in consequences of any

neglect in safeguarding the work or through the use of unacceptable materials in the construction of improvements or by or on account of any act or omission, neglect or misconduct of the said contractor or by or on account of any claim or amounts recovered under the Worker's Compensation Law or of any other laws, by-laws, ordinance, order or decree except only such injury or damage as shall have been occasioned by the sole negligence of the Town.

17. **Insurance Requirements:** Prior to the time the Contractor is entitled to commence any part of the proposed project, work, or services as set forth in the Scope of Work, the Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the Town of: (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the Town and listing all carriers issuing said policies; and (2) a copy of each policy, including all endorsements. This insurance requirement shall remain in effect throughout the term of any contract with the Town for the scope of work outlined in this Agreement. In addition, the Town reserves the right to request physical evidence of the required coverage by requesting the policy declaration page.

- Worker's Compensation in at least the limits as required by law; Employer's Liability Insurance of not less than \$100,000.00 for each accident.
- Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/ Completed Operation, and Personal Injury covering the liability assumed under indemnification provisions of a contract for this RFP with limits of liability for personal injury and/or bodily injury, including death of not less than \$300,000.00 each occurrence; and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis and *the policy shall include Broad Form Property Damage Coverage and Fire Legal Liability* of not less than \$50,000.00 per occurrence unless otherwise stated by exception herein, or waived by the Public Works Director in writing.
- Comprehensive Automobile and Truck Liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury, including death, and property damage of not less than \$100,000.00 each occurrence. (Combined single limits of not less than \$300,000.00 each occurrence will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. The Yankeetown Town Council may reduce the specific limits of the Automotive and Truck Liability coverage set forth above, and agree to accept the Contractor's existing policy coverage as submitted for the first fiscal year, but the Town of Yankeetown shall be added to the existing policy as an additional named insured before any work is begun.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that 30 days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to the Town by certified mail to the Town Clerk. Proposer shall also notify the Town in a like manner within 24 hours after receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage received by Contractor from its insurer and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- Companies issuing the insurance policy or policies shall have no recourse against the Town for payment of premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.
- Contractor shall waive subrogation rights for loss or damage against the Town.