

JUL 08 2022

RECEIVED

BEFORE THE
STATE OF FLORIDA
COMMISSION ON ETHICS

In re: Sherri MacDonald,

Respondent.

Complaint No. 21-133

SECOND MOTION TO DISMISS COMPLAINT

COMES NOW, the Advocate for the Commission on Ethics (Commission) who moves to dismiss Complaint No. 21-133 filed against Sherri MacDonald, Respondent, and as grounds states:

1. Respondent served as the Town Clerk, Administrator/Clerk to the Special Master Judge, and Public Records Custodian for the Town of Yankeetown (Town).

2. An ethics complaint was filed claiming that Respondent, in her public capacity, amended her employment contract in a manner contrary to the public's interest and was involved in the decision not to properly present the amended contract to the Town Council for a vote.

3. A preliminary investigation of the complaint was conducted by an investigator with the Commission.

4. At the January 21, 2022 Commission meeting, the Advocate recommended a finding of no probable cause to believe that Respondent violated Section 112.313(6), Florida Statutes.

5. The Commission departed from the recommendation and found there is probable cause to believe Respondent violated Section 112.313(6), Florida Statutes, by amending her employment contract to provide for greater benefits than originally bargained for and being involved in the decision not to properly present the contract amendment to the Town Council for a vote.

6. Yankeetown is a small community in rural Florida with a population of less than 600 people. The Town employs “a very small number of employees” and each Town Council member serves without compensation. The town relies on the Town Mayor to conduct much of its day-to-day business. In order to save money, the Town does not request the Town Attorney to review all of its documents.

7. To prepare for a hearing at the Division of Administrative Hearings, the Advocate contacted the five Town Council members who presided over the contract addendum matter, along with the Town Attorney, Ralf Brookes.

8. The Advocate spoke to Town Council members Jack Schofield, former Mayor; Jean E. Holbrook, former Vice Mayor; Jeffrey St. John; and Eddie (Buck) Redd. The Advocate was not able to reach Daniel Pearson after several attempts.

9. The Advocate questioned each person about their recollection surrounding the circumstances involving the contract addendum. Following a telephone conversation, the Advocate requested each person provide a written document regarding the same.

10. The following is a summary of each person’s recollection of how the contract addendum was handled:

Former Mayor Jack Schofield – has known Respondent for five years – *to the best of his recollection*, the extension of Respondent’s employment contract was agreed to by unanimous vote of the Council; he requested Respondent write the contract addendum; he signed the addendum without reading it and had he read it he would have caught the error; he had complete faith in Respondent as “she is very honest, dedicated and puts forth the best effort in her position and had no intent to try to benefit from what appears to have been a mistake when copying and pasting;” the amendment followed Council procedures for approval and extension of her employment term; and Respondent’s “intention was not corrupt and was a mistake that I should have caught.” (Exhibit A)

Former Vice Mayor Jean E. Holbrook – when the contract addendum error was discovered, she requested a special meeting of the Town Council to correct the contract; she was serving as a Council member when Respondent was hired; when the Council voted to

extend Respondent's contract for four years, "the motion did not include a specific provision for the drafting and approval of a revised contract;" being a small community, "operational procedures were somewhat less formal than in a larger municipality and it was not unusual that the Council delegated the formality of drafting the contract amendment to the Clerk and Mayor and did not request to review and approve the implementing document;" neither the Town's accountants or auditors noticed the error; the procedure followed the Council's rules, regulations, and/or ordinances; "[t]here were no corrupt actions;" and "[t]here is absolutely no reason to think that there might have been anything other than an inadvertent copy error missed in proof reading." (Composite Exhibit B)

Eddie Redd – "[t]he error in the contract was missed by each member of the council upon drafting;" the original extension of Respondent's contract was drafted in good faith; Respondent is a "valued employee of the town and valued resource to the council;" and lastly, "[i]n my opinion, in no way were Ms. Macdonald's intentions corrupt." (Exhibit C)

Jeffrey St. John – Respondent received a raise for doing a good job; the Council should have written the amendment and sent it to the Town Attorney for review before voting on it; "I believe in my heart that there was no intent to deceive, or any corruptly [sic] intent to the council or the people of Yankeetown;" and "I would lose all faith in mankind if Ms. Macdonald did this with intent for personal gain." (Exhibit D)

City Attorney Ralf Brooks – it is Attorney Brooks belief that any errors made in the contract addendum "were made inadvertently and were not intentional" and "probably arose from cutting and pasting sections" of the original contract. "It is my belief based on discussion with the Mayor Schofield; discussions with the Vice Mayor Holbrook; and discussions with the Town Clerk MacDonald [Respondent] that these errors were the result of errors re-typing the 'Term and Termination' provisions that were being amended to extend the term for 5 years. I do not think that there was any willful intention to change the contract through the addendum to benefit the Town Clerk/Administrator, but rather these changes were inadvertent and unintentional." (Exhibit E)

11. Burden of proof: The Advocate has the burden of production to come forward with facts demonstrating a prima facie case. *St. Mary's Honor Center v. Hicks*, 509 U.S. 502 (1993).

12. Elements: The Advocate must allege and prove that:
- a. Respondent must have been a public officer or employee.
 - b. Respondent must have:
 - i) used or attempted to use his or her official position or any property or resources within his or her trust,
 - or
 - ii) performed his or her official duties.

c. Respondent's actions must have been taken to secure a special privilege, benefit or exemption for him- or herself or others.

d. Respondent must have acted corruptly, that is, with wrongful intent and for the purpose of benefiting him-or herself or another person from some act or omission which was inconsistent with the proper performance of public duties.

13. The Advocate can plead sufficient facts to establish the first, second, and third elements by clear and convincing evidence and partially prove the third element (i.e., Respondent would have received a benefit).

14. For an action to be a violation, Respondent must have a "corrupt intent" to obtain a special benefit greater than what Respondent is entitled.

15. The corrupt component (comprising the fourth element) is another matter, however. The direct evidence, on its own, is insufficient to establish that Respondent's sloppy cut and paste job was a result of corrupt conduct. To make the required showing of corrupt, the Advocate, Commission, and Administrative Law Judge must rely on inferences in aid of its proof.

16. Drawing permissible inferences from the evidence, does not necessarily have to be the most logical. They merely must be supported by competent substantial evidence. *In re Julianne Holt*, COE Complaint No. 95-48; DOAH Case No. 96-2780EC; Final Order No. CEO 97-14; July 17, 1997. The limitation on inferences is that if a party to the action¹ depends upon the inferences to be drawn from circumstantial evidence as proof of one fact, it cannot construct a further inference upon the initial inference in order to establish a further fact unless it can be found that the original, basic inference was established to the exclusion of all other reasonable inferences. For example, the mere occurrence of an accident, without more, does not give rise to an inference of negligence.

¹ Specifically, civil and administrative actions.

17. Clearly, a verbal denial of corrupt intent by any respondent is not conclusive on the issue. *Shorr v. Skafte*, 90 So. 2d 604 (Fla. 1956); *Rollins v. Odom*, 519 So. 2d 652 (Fla. 1st DCA 1988), *rev. den.* 529 So. 2d 695. On the other hand, the mere fact that excessive benefits were written into the contract addendum does not prove the requisite intent conclusively either. *River Hills, Inc. v. Edwards*, 190 So. 2d 415 (Fla. 2d DCA 1966); *Mickler v. Maratha Realty Assoc., Inc.*, 50 B.R. 818, 828 (Bkcty. M.D. Fla. 1985) (“mathematical computation, standing alone, is not sufficient to demonstrate corrupt intent”).

18. By way of analogy, the Advocate cites usury case law because for a usurious transaction, there must exist a corrupt intent, which is largely in the subjective mind of the lender. As here, a contract or agreement is usually involved in usuary transactions.²

19. A usury violation is not fully determined by the fact that the lender actually receives more than the law permits but is determined by existence of a “corrupt purpose” in the lender’s mind to get more than legal interest for the money lent. *Chandler v. Kendrick*, 108 Fla. 450, 146 So. 551 (1933); *Jones v. Hammock*, 131 Fla. 321, 179 So. 674 (1938); *Maule v. Eckis*, 156 Fla. 790, 24 So. 2d 576 (1946); *Shaffran v. Holness*, Fla., 93 So. 2d 94; *Stewart v. Nangle*, 103 So. 2d 649 (Fla. App. 1958).

20. In the usury case of *Dixon v. Sharp*, 265 So. 2d 105 (Fla. 4th DCA 1972), the District Court interpreted that a simple mathematical computation in the parties’ agreement is sufficient to determine the necessary intent. On appeal, the Florida Supreme Court found that the District Court erred and stated, “If a mere mathematical computation is determinative of intent

² As stated in *Jones v. Hammock*, 131 Fla. 321, 179 So. 674, 675 (1938), “usury is largely a matter of intent and is not fully determined by the fact of whether the lender actually gets more than the law permits, but whether there was a purpose in his mind to get more than legal interest for the use of his money.” See also *Connecticut Mutual Life Insurance Co. v. Fisher*, 165 So. 2d 182 (Fla. 3d DCA 1964). For a usurious transaction, there must exist a corrupt intent to take more than the legal rate for the use of the money loaned. *Clark v. Grey*, 101 Fla. 1058, 132 So. 832 (1931).

Elizabeth Miller

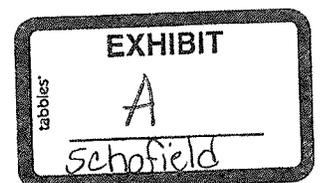
From: jack schofield <jschofield05@gmail.com>
Sent: Wednesday, March 23, 2022 2:34 PM
To: Elizabeth Miller
Subject: Sherri MacDonal Yankeetown

Ms. Miller please find my response attached in regarding this Ethics case.
If a hearing is scheduled I would be willing to speak in support of Ms MacDonald as I feel it is important that fairness be applied in this case.

Jack Schofield



_ Sherri MacDonald



Sherri MacDonald

In regards to the Town Council of Yankeetown extending the term of Ms. MacDonalds contract, I as Mayor brought the recommendation to extend the term of her contract at a Regular Monthly Council meeting. I presented the request and Council I believe by a unanimous vote agreed to extend the length/ term of her contract.

I believe that I requested she write the addendum as I felt we could do as an addendum to extend the term and it did not require anything other than this.

Several days later I asked if the addendum was done and upon receipt I signed the addendum. My mistake was not to read the addendum and had I done so I would have caught the error. My failing to read the Addendum was the mistake and was perhaps sloppy. I know and had complete faith in Ms MacDonald, she is very honest, dedicated and puts forth the best effort in her position and had no intent to try to benefit from what appears to have been a mistake when copying and pasting .

The amendment followed Council procedures for approval and extending the term. This was done outside her normal performance review. Ms. MacDonalds reviews were always commendable of her performance and in most cases exceeded expectations.

Ms MacDonald's intention was not corrupt and was a mistake that I should have caught. In working with her and basically being a volunteer elected official myself and none of council hold regular office hours other than required meetings, thus myself would typically stop in daily maybe spend an hour to go over any business and depart other than when Sherri and I met with our contractors.

In 2017 based on citizen input our Town determined we needed an individual who could truly manage staff, contractors and finances. We added the title clerk, treasurer, administrator which gave added responsibility the previous Town Clerk did not have. Ms MacDonald applied for the position after our first hire for this position quit after 6 months on the job

Since Ms MacDonald had municipal experience as a Town water clerk and held a position with FWC which as I recall included the responsibility of maintaining the evidence room and its security, Council felt we had a good person with solid credentials and a good track record

Based on my personal day to day dealings with Ms. MacDonald and getting to know here over the past 5 years I can say she is a very honest and ethical person and had no intent to try to better herself by this error .

My final comments can only state that this was a mistake that I should have caught before executing had I read the addendum. Had I done so we would not be here today dealing with this. We are a very small town government as are many in rural Florida. We do not have budgets that allow alot of extra staff. We put alot of responsibility on one our two people to manage all parts of municipal government. Ms MacDonald collectively with Council sought 5 grants for improvements to our town infrastructure, all were awarded between SWFWMD, HMGP and FWC. Never before had our town gone out to this extent to get funding

for needed improvements. This took alot of effort and staying on top of these grants as well as the regular day to day business, Ms MacDonald gave 100% .

May I add , while the ethics committee disagreed with the investigators assesment this also led Ms MacDonald to be further accused on local TV 20 from Ocala, this seems unfair as your investigation was not complete.

I would be happy to attend any hearing on this case in support of Ms MacDonald as fairness and justice is important to me. Please advise when you schedule the hearing.

Respectfully

Jack H Schofield II



Ralf Brookes <ralfbrookes@gmail.com>

Request for Special Council Meeting

jeholbrook1@aol.com <jeholbrook1@aol.com>

Thu, Jul 22, 2021 at 3:05 PM

Reply-To: jeholbrook1@aol.com

To: yankeetownadm@bellsouth.net

Cc: ralf@ralfbrookesattorney.com, ralfbrookes@gmail.com, jeholbrook1@aol.com

NO DISCUSSION

I am requesting a Special Meeting of Town Council on July 29, 2021 at 6 PM prior to the Budget Workshop.

In am requesting that only one single item be on the Agenda. Please list the agenda item as:

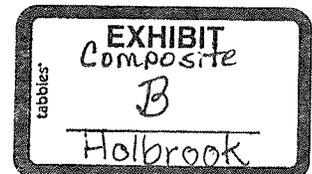
Corrected Employment Agreement Town Clerk-Treasurer-Administrator

I am submitting, attached, a full complete corrected agreement for consideration under this agenda item. This **Corrected Employment Agreement** provides the full agreement in one single document document which will:

- 1) codify all terms of:
 - a) the employment agreement effective June 28, 2018, and
 - b) the "Addendum" adopted July 1, 2019, and
 - c) the salary change made on July 6, 2020, AND
- 2) correct a clerical error relative to termination in the "Addendum" adopted July 1, 2019,

Sherri A MacDonald Employment Agreement corrected renewal contract FINAL JULY 1 2019 to JULY 1 2024

.pdf
107K



P.O. Box 373
Yankeetown, FL 34498
March 28, 2022

Elizabeth A. (Buff) Miller
Assistant Attorney General
Chief Advocate, Commission on Ethics
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050

Dear Ms. Miler:

I am writing this letter in response to your request for input regarding my recollections surrounding the circumstances of the contract addendum to the employment contract of Ms. Sherri MacDonald. I was a member of the Yankeetown Town Council at the time Ms. MacDonald was first employed by the Town as Town Clerk-Treasurer-Administrator (with a term of employment extending from June 28, 2018 through July 5, 2020). I remained a member of the Yankeetown Town Council continuously until Feb. 25, 2022 when my term ended because I did not choose to run for an additional term of office in the 2022 election year.

Ms. MacDonald was initially employed under terms stated in an Employment Agreement which was signed and dated 7/2/2018 (**copy attached**).

I was a member of the Yankeetown Town Council when the Town Council voted to extend the term of Ms. MacDonald's contract for 4 additional years by unanimous vote of the Council July 1, 2019 (Meeting minutes July 1, 2019 **attached** -see item 5 on the second page).

When the Council voted to extend the term of Ms. MacDonald's contract, the motion did not include a specific provision for the drafting and approval of a revised contract. Yankeetown is a very small community with a volunteer Town Council. (I am not certain of the number registered voters, but I believe a total 204 votes were cast in the 2022 municipal election.) Given that the organization is so small, operational procedures were somewhat less formal than in a larger municipality and it was not unusual that the Council delegated the formality of drafting the contract amendment to the Clerk and Mayor and did not request to review and approve the implementing document (Addendum Employment Agreement with the Town Clerk-Treasurer-Administrator, signed and dated July 12, 2019, **attached**).

At a Town Council meeting on July 12, 2021 during the Public Comments, a citizen handed an item to me, stating verbally that the item was documents from 2019 and stating she had a concern. I immediately passed the item over to the Administrator and requested it be forwarded to all Council members.

I reviewed that document when I received the forwarded copy the next morning and concluded that there was a previously unnoticed drafting error in the Addendum Employment Agreement and the provision for termination "with cause" was incorrectly copied to be the same as the provision "without cause". The provision "with cause" should have been the same as the



provision for termination "with cause" in the original 2018 contract. The Addendum as drafted would be counter to good and usual practice and the error apparently went unnoticed.

I believe that the Administrator's revised contract was among items routinely requested and submitted to our accountants in preparation for the 2020 audit. Neither our accountants nor our auditors apparently noticed the error. Most likely the same documents were included in the 2019 review and audit also.

I had no reason to believe that anything other than a typographical error occurred and I recommended that it should be corrected as soon as possible, specifically I requested a Special Council meeting to be scheduled immediately prior to the Budget Workshop on July 29, 2021 to approve a Corrected Employment Agreement. The Corrected Employment Agreement was adopted by unanimous vote 7/29/21. (minutes of 7/29/21 Special Council meeting **attached**. Corrected Employment Agreement as adopted by Council signed 7/30/21 **attached**.)

In response to your specific questions:

1. What do you recall to be the circumstances around Ms. MacDonald amending her contract?

A: The Town Council approved extending the term of her contract which necessitated amending it. The Council implicitly delegated the actual drafting to the Administrator and the Mayor and this was not unusual.

2. Did the procedure follow the Council's standard practice and was her contract amended in accordance with the Council's rules, regulations, or ordinances?

A: Yes

3. In your opinion, were Ms. MacDonald's actions corrupt, if so, why? If not, why?

A: There were no corrupt actions. In Approving the term extension, the Council expected the Administrator and Mayor to draft the revised document. In the context of an extremely small Town with an office staff of 2 and a volunteer Council, this was not an unusual procedure. The paragraph on "Termination for cause" that was inadvertently revised in the drafting of the addendum was identical to the paragraph on "Termination without cause", indicating that it was inadvertently copied from the "Termination without cause" paragraph instead of from the paragraph on "Termination for cause" in the original contract .

4. Please feel free to make any comments you believe are pertinent to this matter.

A: Ms. MacDonald's performance has been exemplary. The minutes of July 1, 2019 (item 5), attached, summarize her excellent performance review which was the reason for the contract extension. Her July 6, 2020

performance evaluation was even significantly more detailed and laudatory (Meeting minutes July 6, 2020 attached item4). (I am not attaching a 2021 review because I do not have one.)

Moreover, the Accountants and Auditors in their year-end review requested the contract documents and they also did not notice the error.

There is absolutely no reason to think that there might have been anything other than an inadvertent copy error missed in proof reading.

I appreciate the opportunity to provide my observations and recollections. I can understand that it is possible that to Commission members from backgrounds in larger more sophisticated organizations it might appear unusual that the final revised contract document was not returned to Council for final approval prior to signature. However in the context of the very small town with a tiny staff it was not unusual. Moreover the paragraphs involved were similar and I find it understandable that the Administrator, Mayor and also the Accountant and Auditor simply missed the error.

Ms. MacDonald was a valued salaried employee who routinely worked more than her assigned hours. She was conscientious, detail-oriented and a hard worker, and the Town was most fortunate to have her for few years and we were disappointed when she found another job opportunity.

I recommend and hope the Commission will reconsider their earlier determination in the light of more complete information. If I can be of any more assistance please contact me.

Sincerely



Jean E. Holbrook
Yankeetown

Attachment 1

EMPLOYMENT AGREEMENT TOWN CLERK –TREASURER-ADMINISTRATOR

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of the date executed below by the TOWN OF YANKEETOWN, FLORIDA, a Florida municipal corporation (“Town”) and Sherri A. MacDonald (Town Clerk-Treasurer-Administrator),

RECITALS

- A. Town desires to employ Sherri A. MacDonald as the, Town Clerk-Treasurer-Administrator as provided by Chapter 2, Article IV, Section 1(c) of the Town Code of Ordinances and upon the terms and conditions set out herein for the period of June 28, 2018, to and including thru July 5, 2020.**
- B. MacDonald desires to serve as Town Clerk-Treasurer-Administrator for the Town of Yankeetown on the terms and conditions set out herein.**

AGREEMENT

NOW, THEREFORE, the parties agree as follows on the terms and conditions of MacDonald’s employment.

1.) TERM

The Effective Date of this Agreement shall be June 28, 2018. The Anniversary Date shall be July 5 of each subsequent year this Agreement remains in effect. This agreement shall be effective until July 5, 2020, unless earlier termination by either of the parties.

2.) DUTIES

As of the Effective Date Town employs MacDonald, and MacDonald accepts employment, as Town Clerk-Treasurer-Administrator of the Town. MacDonald will be the chief administrative officer of the Town and will report to, and be directly responsible to, the Town Council for all Town affairs. The Administrator will perform all functions and duties as specified in Chapter 2, Article IV, Section 1 (c) town code of ordinances.

3.) PERFORMANCE

The Town Clerk-Treasurer-Administrator agrees to devote her full time attention to the business of the Town, a minimum of 40 hours per week, Monday thru Friday, and to perform all such duties and functions diligently, competently, and professionally and within the time frames and deadlines imposed by law, Town policy, the Council or, if no required deadline, within a reasonable period of time. The Council shall be the sole judge of whether the Town Clerk-Treasurer-Administrator has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by a majority vote of the Council, the Town Clerk-Treasurer-Administrator will not undertake any outside employment. However, this paragraph will not be construed to prohibit or restrict the Town Clerk-Treasurer-Administrator from serving without pay on non-profit board or providing any other charitable or civic services without compensation, provided such services do not interfere with the Town Clerk-Treasurer-Administrator's duties and performance under this agreement.

4.) COMPENSATION AND BENEFITS

- a.) **Salary.** Commencing on the Effective Date, the Town shall pay the Town Clerk-Treasurer-Administrator an annual salary of \$60,000. Upon successful completion of a year of employment, the Town Mayor will conduct a performance review of the Town Clerk-Treasurer-Administrator performance and, in consultation with the, Town Clerk-Treasurer-Administrator set goals and performance objectives. The Council may from time to time in its discretion increase the Town Clerk-Treasurer Administrator's salary based on performance and/or cost of living increases. The Town will not reduce the Town Clerk-Treasurer- Administrator's salary during the term of this Agreement without the consent of the Town Clerk-Treasurer-Administrator.
- b.) **Benefits.** The Town Clerk-Treasurer-Administrator will be eligible to participate in such retirement, paid leave (annual leave, sick leave, holidays and funeral days) and other standard fringe benefits or bonuses as may be provided generally to other full time employees of the Town. The Town Clerk-Treasurer-Administrator will receive 160 hours of annual leave per year. The Town Clerk-Treasurer-Administrator will receive 80 hours of sick leave. The Town Clerk-Treasurer-Administrator will receive up to 24 hours of Family Funeral Leave. The Town Clerk-Treasurer-Administrator will not

be eligible for compensatory (comp) time. MacDonald will be entitled to receive these benefits immediately. However, if MacDonald's employment is terminated, MacDonald shall receive compensation for any accrued but unused hours.

The Town does not provide any insurance benefit package and plans. The Town Clerk-Treasurer-Administrator is aware of this upon execution of this agreement.

c.) **Retirement.** MacDonald shall be a member of the Town's retirement plan adopted and existing pursuant to its contract with the Florida Retirement System (FRS). The Town shall pay the full amount required by employer's contribution for the benefit of MacDonald, and MacDonald shall pay the full amount of the employee's contribution.

d.) **Expenses.** The Town will reimburse the Town Clerk-Treasurer-Administrator for the use of her personal vehicle for Town business travel (excluding normal commute). The Town will pay required Town travel expenses for attending meetings at a professional organization and seminar in accordance with the approval of the Mayor and Town Council. The Town will pay Town Clerk-Treasurer-Administrator's professional dues and subscriptions in accordance with approval of the Mayor and Town Council. The Town will supply the Town Clerk-Treasurer-Administrator with a Verizon cellular smart phone at the Town expense, which use will be subject only to Town business and will be subject to Florida public records law.

e.) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other payroll deductions to include employee's Florida retirement benefit of 3%.

5.) **INDEMNIFICATION**

The Town will indemnify and defend the Town Clerk-Treasurer-Administrator in connection with any civil action arising out of and in the scope of the Town Clerk-Treasurer-Administrator's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes, and other applicable law.

6.) TERM AND TERMINATION

- a.) **Term.** The term of this Agreement (“Term”) will begin on or before June 28, 2018, and continue for a period of two years unless terminated earlier pursuant to subparagraphs (b), (c) and (d) below. The Town Council and Town Clerk-Treasurer-Administrator will confer at least sixty (60) days prior to the end date of the Term to determine whether the parties are interested in extending or renewing the Agreement. If the Term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the two year Term.
- b.) **Termination by Town for Cause.** The Town Clerk-Treasurer-Administrator may be immediately terminated during the two year Term upon a majority vote of the Council for cause. For purposes of this agreement, “cause” means:
- (i) A failure to perform the Town Clerk-Treasurer- Administrator’s duties as required by this Agreement (other than failure enumerated in (ii) through (iv) below), provided the Town Clerk-Treasurer-Administrator is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Council determines the deficiency is not correctable or another failure occurs again within a 12-month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Council.
 - (ii) Dishonest or unethical conduct
 - (iii) “Misconduct” as defined in Section 443.036 (29), Florida Statutes
 - (iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.
- If the Town Clerk-Treasurer-Administrator is terminated for cause, the Town will be obligated to pay the Town Clerk-Treasurer-Administrator her compensation and benefits through the date of termination only.
- c.) **Termination by Town without Cause.** In the event that MacDonald is involuntarily terminated by Council without cause, the Town agrees to pay MacDonald at the time of such termination: (i) a lump sum cash payment (“Severance Pay”) equal to remainder of the time left on MacDonald’s two year agreement (“Severance Period”) at the base salary MacDonald is receiving on the date of the Council’s action to terminate **NOT TO EXCEED**

THE MAXIMUM SEVERANCE TIME AND PAYMENT SET FORTH IN FLORIDA STATUES (2018), and (ii) the Town shall pay MacDonald's required or authorized deductions; employer's portion of Florida Retirement System (FRS), for the severance period NOT TO EXCEED THE MAXIMUM SEVERANCE TIME AND PAYMENT SET FORTH IN FLORIDA STATUES (2018).

- d.) **Resignation by Town Clerk-Treasurer-Administrator.** This Agreement may be terminated during the Term by the Town Clerk-Treasurer-Administrator upon sixty (60) days' prior written notice to the Town. If the Town Clerk-Treasurer-Administrator fails to provide this required written notice, the Town Clerk-Treasurer-Administrator's compensation and benefits will cease following her last day of active employment with the Town. If the Town Clerk-Treasurer-Administrator provides required written notice, the Town may elect to accelerate the Town Clerk-Treasurer- Administrator's last day of active employment and pay the Town Clerk-Treasurer-Administrator her normal pay and benefits in lieu of the Town Clerk-Treasurer-Administrator working some or all of such notice period.

7.) RETURN OF TOWN PROPERTY

Upon separation of employment for any reason, the Town Clerk-Treasurer-Administrator will immediately return all Town property to the Town, including but not limited to keys, cellphone, and any and all other property of the Town.

8.) GENERAL PROVISIONS

- a.) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- b.) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.
- c.) **Amendments.** This Agreement constitutes the entire Agreement between the parties and superseded all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Council.

- d.) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.
- e.) **Governing law/jury waiver.** This Agreement will be governed by the laws of the State of Florida. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this agreement.
- f.) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

Sherri A. MacDonald
 By: 
 Sherri A. MacDonald

The Town of Yankeetown, Florida
 By: 
 Mayor, Jack Schofield

Date: 7/2/18

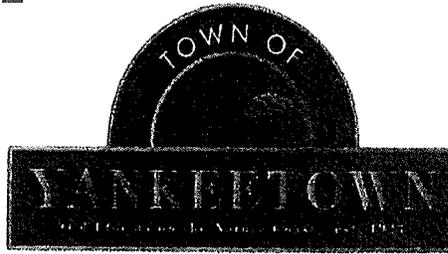
Date: 7/2/2018

ATTEST: _____

 Town Attorney, Ralf Brooker

Date: _____
 Date: 7/3/18

Attachment 2



**REGULAR MEETING MINUTES
YANKEETOWN TOWN COUNCIL
JULY 1, 2019 @ 6:00 pm
Yankeetown Town Hall
6241 Harmony Lane – Yankeetown, FL 34498**

MEMBERS PRESENT: Mayor Jack Schofield, Vice Mayor Jean Holbrook, Council Members Jeff St. John, Eddie (Buck) Redd, and Daniel (Danny) Pearson.

MEMBERS ABSENT: 0

OTHERS PRESENT: Town Clerk/Treasurer/Administrator, Sherri MacDonald and Linda Harrington, Recording Secretary.

APPROXIMATE NUMBER OF AREA RESIDENTS PRESENT: 12

MEETING CALLED TO ORDER: Mayor Schofield called the Meeting to order at 6:00 pm, followed by the Pledge of Allegiance.

AGENDA:

1. Mark Powell – 26 Knotts Way: Request Write-off for Penalties, Fines.

Mr. Powell explained his intentions with the property. Mayor Schofield thanked him for cleaning up the property. Mr. Powell is asking for the Liens, Penalties and Fines to be forgiven. He will pay for the water and garbage and administration fees.

Mayor Schofield made a Motion to agree to the owners request and include April and May billing.

Councilmember Pearson seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

2. Board Appointment Approvals.

a. Board of Trustees (BOT) New Member: Patricia Debolt.

Mayor Schofield stated that Ms. Debolt will be a good addition to the BOT. Resident, Larry Feldhusen stated that he hopes the Council will appoint Ms. Debolt to the BOT.

Councilmember Redd made a Motion to appoint Patricia Debolt to the BOT.

Councilmember Pearson seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

b. Board of Adjustments (BOA): Rob Kubistek.

Vice Mayor Holbrook made a Motion to appoint Rob Kubistek to the BOA.

Councilmember Redd seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

Mayor Schofield added the recent opening on the P&Z Committee. Gil Cloer resigned. Kevin McHugh has been a resident of Yankeetown since 1015 and is interested in the P&Z Seat.

Councilmember Pearson made a Motion to appoint Kevin McHugh to the available P&Z seat.

Councilmember Redd seconded.

5 Yays / 0 Nays.

3. Choose Tentative Budget and Final Budget Dates.

September 11, 2019 at 6 pm for Tentative Budget.

September 26, 2019 at 6 pm for Final Budget.

4. Approve Preliminary Fire Assessment Resolution 2019-08.

Preliminary Fire Assessment Resolution 2019-08 is staying at \$88.22 per E.R.U. (Equivalent Rate Unit). 509.5 parcels. \$44,962.50.

Councilmember St. John made a Motion to approve the Preliminary Fire Assessment Resolution 2019-08.

Councilmember Redd seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

5. Town Administrator Yearly Review.

Mayor Schofield gave Administrator Sherri MacDonald a very good review.

Mayor Schofield made a Motion to extend Administrator MacDonald's contract to 4 more years (a total of 5 years).

Councilmember St. John seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

6. Discuss Future Plans of Town Hall.

Administrator MacDonald explained why she wanted this on the Agenda. An example is every Thursday when the Building Department and Code Enforcement is here, more accommodations are needed. She would like to look at either remodeling, using part of the fire bay, or relocating to another building. Discussion followed. Mayor Schofield asked Council to email their thoughts and comments to Administrator MacDonald.

Workshop scheduled on July 22, 2019 @ 6 pm.

7. Safebuilt Contract – Discuss/Review Contract.

Vice Mayor Holbrook made a Motion to renew the Safebuilt Contract knowing we can get out of it with a 90-day notice.

Councilmember Redd seconded.

Motion passed unanimously.

5 Yays / 0 Nays.

8. Withlacoohee Gulf Preserve (WGP) Elevator Contract – Discuss/Review Contract.

Contract will not be renewed.

9. Request Council to Approve Administrator to Draft HMA/HMGP Grant RFP.

Administrator MacDonald requested approval to do RFP to draft HMA/HMGP Grant.

Vice Mayor Holbrook made a Motion to authorize the Administrator to proceed.
Mayor Schofield seconded.
Motion passed unanimously.
5 Yays / 0 Nays.

10. Approval of Minutes: June 3, 2019 Regular Meeting/ June 10, 2019 Special Meeting

Vice Mayor Holbrook made a Motion to approve the Regular Meeting Minutes of June 3, 2019 with corrections.
Councilmember Pearson seconded.
Motion passed unanimously.
5 Yays / 0 Nays.

Vice Mayor Holbrook made a Motion to approve the Special Meeting Minutes of June 10, 2019.
Mayor Schofield seconded.
Motion passed unanimously.
5 Yays / 0 Nays.

PUBLIC COMMENTS:

Perry Young complained about the loud music coming from B's Marina.

MAYOR REPORT:

Mayor Schofield asked the Council to do the online Ethics Course.

ADMINISTRATOR REPORT:

Administrator MacDonald stated that B's Marina function is coming up on July 5th and 6th, 2019. B's Marina is paying for marking the water lines for parking.

ADJOURNMENT:

Mayor Schofield Adjourned the Meeting at 8:38 pm.

**Recording Secretary,
Linda Harrington**

Attachment 3

COPY

Addendum

EMPLOYMENT AGREEMENT WITH THE
TOWN CLERK-TREASURER-ADMINISTRATOR

Sherri A. MacDonald

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date executed below by the TOWN OF YANKEETOWN, FLORIDA, a Florida municipal corporation ("Town") and Sherri A. MacDonald (Town Clerk-Treasurer-Administrator),

On July 1, 2019 at the Regular council meeting, a motion was made and passed unanimously to extend the employment contract for a total of five (5) years.

TERM

The Effective Date of this Agreement shall be July 1, 2019. This agreement shall be effective until July 1, 2024, unless earlier termination by either of the parties.

TERM AND TERMINATION

Term. The term of this Agreement ("Term") will begin on or before July 1, 2019, and continue for a period of five (5) years unless terminated earlier pursuant to subparagraphs (b) and (c) below. The Town Council and Town Clerk-Treasurer-Administrator will confer at least sixty (60) days prior to the end date of the Term to determine whether the parties are interested in extending or renewing the Agreement. If the Term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the Term.

b.) Termination by Town for Cause. The Town Clerk-Treasurer-Administrator may be terminated during the Term upon a majority vote of the Council for cause. For purposes of this agreement, "cause" means:

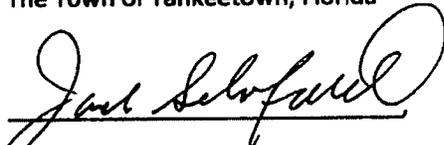
A failure to perform the Town Clerk-Treasurer-Administrator's duties as required by this Agreement, provided the Town Clerk-Treasurer-Administrator is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Council determines the deficiency is not correctable or another failure occurs again within a 12-month period after a 30-day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Council.

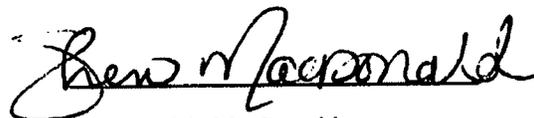
If the Town Clerk-Treasurer-Administrator is terminated for cause, the Town agrees to pay MacDonald at the time of such termination: (i) a lump sum cash payment ("Severance Pay") equal to remainder of the time left on MacDonald's agreement ("Severance Period") at the base salary MacDonald is receiving on the date of the Council's action to terminate.

c.) Termination by, Town without Cause. In the event that MacDonald is involuntarily terminated by Council without cause, the Town agrees to pay MacDonald at the time of such termination: (i) a lump sum cash payment ("Severance Pay") equal to remainder of the time left on MacDonald's agreement ("Severance Period") at the base salary MacDonald is receiving on the date of the Council's action to terminate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

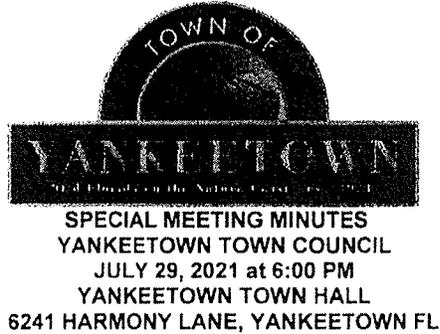
The Town of Yankeetown, Florida


Mayor Jack Schofield


Sherri A. MacDonald

Date 7/12/19

Attachment 4



SPECIAL MEETING CALLED TO ORDER AT 6:00 pm

Pledge of Allegiance

Roll Call:

Mayor Jack Schofield, Vice Mayor Jean Holbrook, Councilman Danny Pearson, Councilman Eddie Redd, Councilman Jeff St. John

Audience members present: 6

AGENDA

I. Corrected Employment Agreement Town Clerk-Treasurer-Administrator- Vice Mayor Holbrook

Vice Mayor Holbrook explained at the last council meeting on July 12, 2021 at public comments section a document was submitted to her about an error in the addendum to the Town Clerk employment agreement addendum. Vice Mayor Holbrook stated after reviewing and discussion with the town attorney, Vice Mayor Holbrook is submitting a full complete corrected agreement for consideration under this agenda item. This **Corrected Employment Agreement provides** the full agreement in one single document which will:

- 1) codify all terms of:
 - a) the employment agreement effective June 28, 2018, and
 - b) the "Addendum" adopted July 1, 2019, and
 - c) the salary change made on July 6, 2020, AND
- 2) correct a clerical error relative to termination in the "Addendum" adopted July 1, 2019,

Discussion was held between the audience and council.

Vice Mayor Holbrook thanked Staci Debolt for bringing this to their attention. Mayor Schofield stated the state statute has a limit on severance pay of a maximum of 20 weeks and it was a honest mistake.

Motion was made by Councilman Pearson to approve the corrected employment agreement.

Seconded by Councilman St. John

Roll Call Vote:

Mayor Schofield- Yay

Vice Mayor Holbrook- Yay

Councilman Pearson- Yay

Councilman Redd- Yaya

Councilman Pearson- Yay

ADJOURNMENT AT 6:27 PM -Recording Secretary; Sherri MacDonald

Attachment 5

CORRECTED EMPLOYMENT AGREEMENT

TOWN CLERK-TREASURER-ADMINISTRATOR

JULY 1, 2019-JULY 1, 2024

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into and renewed as of the July 1, 2019 through July 1, 2024 by the TOWN OF YANKEETOWN, FLORIDA, a Florida municipal corporation (“Town”) and Sherri A. MacDonald (Town Clerk-Treasurer-Administrator/Clerk),

RECITALS

- A. Town desires to employ Sherri A. MacDonald as the Town Clerk-Treasurer-Administrator/Clerk, as provided by Chapter 2, Article IV, Section 1(c) of the Town Code of Ordinances and upon the terms and conditions set out herein for a period of five (5) years, from July 1, 2019 to and including through July 1, 2024.**
- B. MacDonald desires to serve as Town Clerk-Treasurer-Administrator/Clerk of the Town of Yankeetown on the terms and conditions set out herein.**

AGREEMENT

NOW, THEREFORE, the parties adopt the recitals and agree as follows on the terms and conditions of MacDonald’s employment.

1.) TERM

The Effective Date of this Agreement shall be July 1, 2019. The Anniversary Date shall be July 1st of each subsequent year this Agreement remains in effect. This agreement shall be effective until July 1, 2024, unless earlier termination by either of the parties.

2.) DUTIES

As of the Effective Date Town employs MacDonald, and MacDonald accepts employment, as Town Clerk-Treasurer-Administrator/Clerk of the Town. MacDonald will be the chief administrative officer of the Town and will report to, and be directly responsible to, the Town Council for all Town affairs. The Town Clerk-Treasurer-Administrator will perform all functions and duties as specified in Chapter 2, Article IV, Section 1 (c) town code of ordinances.

3.) PERFORMANCE

The Town Clerk-Treasurer-Administrator agrees to devote her full time attention to the business of the Town, a minimum of 40 hours per week, Monday thru Friday, and to perform all such duties and functions diligently, competently, and professionally and within the time frames and deadlines imposed by law, Town policy, the Council or, if no required deadline, within a reasonable period of time. The Council shall be the sole judge of whether the Town Clerk-Treasurer-Administrator has performed such duties and functions in a competent, professional, efficient and effective manner. Except as approved by a majority vote of the Council, the Town Clerk-Treasurer-Administrator will not undertake any outside employment. However, this paragraph will not be construed to prohibit or restrict the Town Clerk-Treasurer-Administrator from serving without pay on non-profit board or providing any other charitable or civic services without compensation, provided such services do not interfere with the Town Clerk-Treasurer-Administrator's duties and performance under this agreement.

4.) COMPENSATION AND BENEFITS

- a.) **Salary.** From July 1, 2019 to July 6, 2020, the Town shall pay the Town Clerk-Treasurer-Administrator an annual salary of \$60,000; and per action of the Town Council on July 6, 2020 commencing immediately on July 6, 2020, the Town shall pay the Town Clerk-Treasurer-Administrator an annual salary of \$63,000. Upon successful completion of each year of employment, the Town Mayor will conduct a performance review of the Town Clerk-Treasurer-Administrator's performance and, in consultation with the Town Clerk-Treasurer-Administrator, set goals and performance objectives. The Council may from time to time in its discretion increase the Town Clerk-Treasurer-Administrator's salary based on performance and/or cost of living increases. The Town will not reduce the Town Clerk-Treasurer-Administrator's salary during the term of this Agreement without the consent of the Town Clerk-Treasurer-Administrator.
- b.) **Benefits.** The Town Clerk-Treasurer-Administrator will be eligible to participate in such retirement, paid leave (annual leave, sick leave, holidays and funeral days) and other standard fringe benefits or bonuses as may be provided generally to other full time employees of the Town. The Town Clerk-Treasurer-Administrator will receive 160 hours of annual leave per year. The Town Clerk-Treasurer-Administrator will receive 80 hours of sick

leave. The Town Clerk-Treasurer-Administrator will receive up to 24 hours of Family Funeral Leave. The Town Clerk-Treasurer-Administrator will not be eligible for compensatory (comp) time. MacDonald will be entitled to receive these benefits immediately. However, if MacDonald's employment is terminated, MacDonald shall receive compensation for any accrued but unused hours. The Town does not provide any insurance benefit package and plans. The Town Clerk-Treasurer-Administrator is aware of this upon execution of this agreement.

- c.) **Retirement.** MacDonald shall be a member of the Town's retirement plan adopted and existing pursuant to its contract with the Florida Retirement System (FRS). The Town shall pay the full amount required by employer's contribution for the benefit of MacDonald, and MacDonald shall pay the full amount of the employee's contribution.
- d.) **Expenses.** The Town will reimburse the Town Clerk-Treasurer-Administrator for the use of her personal vehicle for Town business travel (excluding normal commute). The Town will pay required Town travel expenses for attending meetings at a professional organization and seminar in accordance with the approval of the Mayor and Town Council. The Town will pay Town Clerk-Treasurer-Administrator's professional dues and subscriptions in accordance with approval of the Mayor and Town Council. The Town will supply the Town Clerk-Treasurer-Administrator with a Verizon cellular smart phone at the Town expense, which use will be subject only to Town business and will be subject to Florida public records law.
- e.) **Withholdings and Deductions.** The above compensation and benefits will be subject to any required withholdings and deductions for state and federal taxes, social security, and other payroll deductions to include employee's Florida retirement benefit of 3%.

5.) INDEMNIFICATION

The Town will indemnify and defend the Town Clerk-Treasurer-Administrator in connection with any civil action arising out of and in the scope of the Town Clerk-Treasurer-Administrator's employment with the Town in accordance with and to the extent permitted by Sections 111.07 and 111.071, Florida Statutes, and other applicable law.

6.) TERM AND TERMINATION

a.) **Term.** The term of this Agreement (“Term”) will begin on July 1, 2019 and continue for a period of five (5) years until July 1, 2024 unless terminated earlier pursuant to subparagraphs (b), (c) or (d) below. The Town Council and Town Clerk-Treasurer-Administrator will confer at least sixty (60) days prior to the end date of the Term to determine whether the parties are interested in extending or renewing the Agreement. If the Term of this Agreement is not extended or renewed, neither party will have any obligation to the other upon expiration of the five year Term.

b.) **Termination by Town for Cause.** The Town Clerk-Treasurer-Administrator may be immediately terminated during the Term of this Agreement upon a majority vote of the Council for cause. For purposes of this agreement, for “cause” or with “cause” means:

(i) A failure to perform the Town Clerk-Treasurer-Administrator’s duties as required by this Agreement (other than failure enumerated in (ii) through (iv) below), provided the Town Clerk-Treasurer-Administrator is provided written notice of such failure and fails to correct the deficiency within 30 days. Notwithstanding the foregoing, in the event the Council determines the deficiency is not correctable or another failure occurs again within a 12 month period after a 30 day written warning is given, the Town may immediately terminate this Agreement upon a majority vote of the Council.

(ii) Dishonest or unethical conduct

(iii) “Misconduct” as defined in Section 443.036 (29), Florida Statutes

(iv) Commission of an act that would constitute a felony of any kind or a misdemeanor involving moral turpitude.

If the Town Clerk-Treasurer-Administrator is terminated for cause, the Town will be obligated to pay the Town Clerk-Treasurer-Administrator her compensation and benefits through the date of termination only.

c.) **Termination by Town without Cause.** In the event that MacDonald is involuntarily terminated by Council without cause, the Town agrees to pay MacDonald at the time of such termination: (i) a lump sum cash payment (“Severance Pay”) equal to remainder of the time left on MacDonald’s agreement (“Severance Period”) at the base salary MacDonald is receiving on the date of the Council’s action to terminate NOT TO EXCEED THE

MAXIMUM SEVERANCE TIME AND PAYMENT SET FORTH IN FLORIDA STATUTES, and (ii) the Town shall pay MacDonald's required or authorized deductions; employer's portion of Florida Retirement System (FRS), for the severance period, or as many months as then remain on MacDonald's contract term NOT TO EXCEED THE MAXIMUM SEVERANCE TIME AND PAYMENT SET FORTH IN FLORIDA STATUTES.

- d.) **Resignation by Town Clerk-Treasurer-Administrator.** This Agreement may be terminated during the Term by the Town Clerk-Treasurer-Administrator upon sixty (60) days' prior written notice to the Town. If the Town Clerk-Treasurer-Administrator fails to provide this required written notice, the Town Clerk-Treasurer-Administrator's compensation and benefits will cease following her last day of active employment with the Town. If the Town Clerk-Treasurer-Administrator provides required written notice, the Town may elect to accelerate the Town Clerk-Treasurer-Administrator's last day of active employment and pay the Town Clerk-Treasurer-Administrator her normal pay and benefits in lieu of the Town Clerk-Treasurer-Administrator working some or all of such notice period.

7.) RETURN OF TOWN PROPERTY

Upon separation of employment for any reason, the Town Clerk-Treasurer-Administrator will immediately return all Town property to the Town, including but not limited to keys, cellphone, and any and all other property of the Town.

8.) GENERAL PROVISIONS

- a.) **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- b.) **Counterparts.** If multiple counterparts of this Agreement are executed, each will be deemed an original, but all counterparts together will constitute one and the same instrument.
- c.) **Amendments.** This Agreement constitutes the entire Agreement between the parties and superseded all other understandings and agreements between the parties. Any amendment or change to this Agreement must be in a writing signed by both parties to this Agreement and approved by a majority vote of the Council.

- d.) **Waiver.** The waiver by any party of a violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.
- e.) **Governing law/jury waiver.** This Agreement will be governed by the laws of the State of Florida. The parties hereby waive any right to a trial by jury in respect to any litigation based on or arising out of this agreement.
- f.) **Plain meaning.** This Agreement will be interpreted in accordance with the plain meaning of its terms and not for or against the drafter of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written below.

Sherri A. MacDonald

Town of Yankeetown, Florida

Sherri A. MacDonald

By: *Jack Schofield*

Mayor, Jack Schofield

Date: 7/30/2021

Date: 7/30/2021

CITY CLERK - ATTEST:

Sherri A. MacDonald

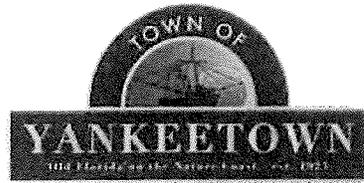
Date: 7/30/2021

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes

Town Attorney, Ralf Brookes

Attachment 6



REGULAR COUNCIL MEETING MINUTES

July 06, 2020 at 6:00 PM

YANKEETOWN TOWN HALL

6241 Harmony Lane – Yankeetown, FL 34498

The Regular Town Council meeting will be conducted utilizing communications media technology as authorized by Governor Desantis' Executive Order 20-69 extended for duration of Executive Order 20-112 (Section 6).

MEETING CALLED TO ORDER

Mayor Schofield called the meeting to order at 6:00 pm. followed by the Pledge of Allegiance.

Roll Call

Members present: Mayor Schofield, Councilman Pearson, Councilman Redd, Councilman St. John

Members absent: Vice Mayor Holbrook

Others present:

Sherri MacDonald, Town Clerk/Treasurer/Administrator, 5 residents and no one called in on phone.

AGENDA

Mayor Schofield made a motion to change the agenda due to quests in the audience that were later in the agenda.

To move #7 to #1, and #5 to #2.

Councilman Redd made a motion.

Councilman St. John seconded.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

1. Approval of WGP rental for downstairs on August 1, 2020

The applicant got up and spoke and stated they decided they only need the grounds for an hour and no alcohol was going to be out there when they were present. They moved the reception to a different location. Councilman St. John asked about the bathroom situation. Town administrator stated once applicant pays the fees and the day before he would pick up the downstairs bathroom key.

Councilman Pearson made a motion to approve the downstairs rental without alcohol application for August 1.

Councilman Redd seconded the motion.

Motion passes 4 Yays/0 Nays with Vice Mayor Holbrook absent.

2. Update on Flood Mitigation Grant for 13 Magnolia-Administrator

Property owner at 13 Magnolia spoke to council about giving him more time to get the estimate. He spoke to a new contractor that would elevate his house and was waiting on an estimate.

Mayor Schofield stated this project was executed in 2018 and the state is contacting the town on the status of the project and the quarterly reports are due this week and have to report on the progress of the project.

Councilman Pearson asked how much longer does the homeowner need to get the new estimate. Property owner stated a few days.

Councilman Pearson made a motion to allow property owner until August 3rd to get something turned in.

Councilman Redd seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

3. Open sealed bids for ITB#2020-004 Hazardous tree pruning-Administrator

Town administrator stated there was only one sealed bid submitted. Town Administrator opened the seal bid and the bid was announced, Scott Gibson for a bid of \$5800.

Councilman Pearson made a motion to award the bid and have completed within the 30 days as the bid package states.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

4. Town Administrator annual review-Mayor

Mayor Schofield commented he gives a hard review and the town administrator is doing a great job. and he didn't realize how many reports are required by the state and listed a few of them and discussed the grants, the fire assessments, and also stated, that the Town Administrator has eliminated a staff position and cut back on the bookkeeper hours and has saved the town money. He explained projects that the town administrator is working on

and if you don't come in and stay at town hall you don't realize how busy it is. Mayor Schofield made a motion to increase the town administrator salary by three thousand dollars immediately.
Councilman Pearson seconded the motion
Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

5. Update the Jones Edmunds scope of services at the FWC Yacht Basin Grant-Mayor

Mayor Schofield spoke to council about the Yacht Basin design issues for proposed docks and parking lot. The project may be increased due to the ground slopes from north to south which is good for drainage but too steep for pedestrian safety. The solution would be provide a retaining wall on the west side of the lot. There are encroachment on the right of way for handicap, ten foot buffer issue for the proposed parking and parking spaces will be reduced due.
Council discussed in detail the 30% design plan drawings provided from Jones Edmunds.

6. Discuss preliminary fire assessment-Administrator

a) Motion to set the same rate of \$88.22 per unit

Motion was made by Councilman Redd to keep the fire assessment rate the same of \$88.22 per assessable structure
Seconded by Councilman St. John
Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

7. P&Z Chairman to update Council

Council give consensus for planning & zoning approval to look into revision of amendments:

i) **Revise Chapter 18 of the Land Development Code: ARTICLE X. - DISTRICT REGULATION Sec. 18-178. - Common standards for all districts.**

Add the following: Paragraph (y) Prohibit the installation and permitting of new or replacement "Manufactured Homes"

(Manufactured home (formerly "mobile home") means a structure transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities, permitted in accordance with county and local standards, and meeting the living area requirements of the zoning chapter, including manufactured housing, which is certified by the state. (Manufactured homes conforming to the Federal Manufactured Housing Construction and Safety Standards or the Uniform Standards Code ANSI A-119.1 pursuant to state statutes.

ii) **Revise Chapter 18 of the Land Development Code: ARTICLE X. - DISTRICT REGULATION Sec. 18-178. - Common standards for all districts.**

Add the following: Paragraph (z) A new or replacement single family detached dwelling shall be a minimum of 900 square feet in area.
Councilman St. John turned it over to P&Z Chairman Chubb. He discussed in length the reason for getting council approval to have the P&Z start reviewing these two amendments. Mayor Schofield mentioned that Ralf has been advised on this issue and will be working with P&Z to get the correct wording.

Councilman Redd made a motion to allow P&Z to start working on these amendments.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

8. Upcoming meeting dates:

The Town administrator stated calendars were placed in the agenda packet for the next three months due to the upcoming meetings. That the regular council meeting is scheduled for September 7 and that was a holiday and needed to set the tentative budget hearing for that date also.

Councilman Redd made a motion to set the council meeting for September 14 and the tentative budget hearing for that date also.

Councilman Pearson seconded the motion.

Motion passed 4 Yays/0 Nays

The Town administrator spoke about the final budget hearing to be set for September 28.

Councilman Redd made a motion to set the final budget hearing to September 28.

Councilman St. John seconded the motion

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

9. **Approve minutes:**

a) **June 08, 2020 Regular Council meeting**

Councilman Redd made the motion to accept the minutes.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

b) **June 08, 2020 2nd Public hearing on Ordinance 2020-01**

Councilman Redd made the motion to accept the minutes.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nay with Vice Mayor Holbrook absent.

c) **June 08, 2020 2nd Public hearing Ordinance 2020-02.**

Councilman Redd made the motion to accept the minutes.

Councilman Pearson seconded the motion.

Motion passed 4 Yays/0 Nay with Vice Mayor Holbrook absent.

10. **Mayor Schofield stated he needed to a motion to add two new agenda items. The items were to discuss the lien attorney and the WGP rental possibility.**

Councilman Redd made a motion to add those two new agenda items.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

11. **Discuss to allow the lien attorney to move forward on two issues for a lien on utility and derelict property at 25 61st street and an outstanding utility bill on a commercial renter.**

Councilman Redd made a motion to move forward on getting Attorney Weidner to recover the lien and outstanding water bill.

Councilman Pearson seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

12. **Discuss the possibility of renting the upper floor of the WGP to FWC/FWRI for a term lease.**

Mayor Schofield explained that FWC/FWRI had contacted Sally Douglas to go out and look at the WGP facility for long term lease. The Town Administrator stated she was notified about the meeting and called the representative and stated that the Town owned the building and would be involved in the walk thru because the council would have the final say.

Mayor Schofield met a representative from FWC/FWRI, Sally Douglas and Kent Gardner out at WGP on July 6 and did a walk thru. Mayor Schofield explained the FWC/FWRI get grants and how ever long the grant was would be how long the rental lease would be and there would be an agreement between both parties. They are still looking at other facilities in the area. Council discussed in length the different expenses that would be needed to cover maintenance and utilities. Town Administrator mentioned the liability insurance and about the a/c units at the facility.

Councilman Pearson made a motion to negotiate with them no less than \$1200 a month.

Councilman St. John seconded the motion.

Motion passed 4 Yays/0 Nays with Vice Mayor Holbrook absent.

MAYOR REPORTS OR ANNOUNCEMENTS

COUNCIL REPORTS OR ANNOUNCEMENTS

TOWN ADMINISTRATOR REPORT

ADJOURNMENT: Mayor Schofield adjourned the meeting at 8:02 pm.

Recording Secretary,

Sherri MacDonald

Town Clerk/Treasurer/Administrator

Elizabeth Miller

From: Eddie Redd <eddierd8@yahoo.com>
Sent: Thursday, March 24, 2022 12:27 PM
To: Elizabeth Miller
Subject: Sherri MacDonald

📶 T-Mobile LTE 11:39 AM 78% 🔋

◀️ 12 notes for attorney ⤴️ ⤵️

Council decided to extend Ms. Macdonald's contract. The document was drafted and reviewed by the town attorney, who then returned the document. The error in the contract was missed by each member of council upon drafting. The error was brought to the council's attention by a town resident after some time of her contract being extended. Our Vice Mayor, Jean Holbrook, made a motion to amend the addendum that was listed in Ms. MacDonald's contract to correct the unintentional error. Which was unanimously approved by the council.

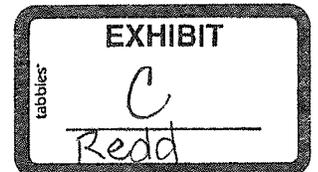
Yes, Ms. Macdonald's contract was unanimously approved by council regarding the amendment for correction. The original extension of her contract was in good faith as she was a valued employee of the town and valued resource to the council.

In my opinion, in no way were Ms. Macdonald's intentions corrupt. The amendment to her contract was approved and recognized by each member of the council.

I have no further comments.



Sent from my iPhone



Elizabeth Miller

From: St John, Jeffrey <Jeff.StJohn@adesa.com>
Sent: Friday, March 25, 2022 6:32 AM
To: Elizabeth Miller
Subject: RE: In Re: Sherri MacDonald (Commission on Ethics case #21-133)

Elizabeth ,Good morning

1. The council wanted give MacDonald a raise for doing a good job.
2. The council should have reviewed the contract and sent it to the town attorney for review . When the mistake was brought to our attention then vice Mayor Jean Holbroke to the lead and the town attorney Ralph Rooks made the corrections .The contract was corrected in a very short time .
3. Ms. Macdonald actions were not Corrupt, the council should have made the amendment sent it to the town attorney for review then back to council , then signed by Ms. Macdonald . I believe in my heart that there was no intent to deceive , or any corruptly intent to the council or the people of Yankeetown.
4. Ms. Macdonald and her husband John , by the way is our fire chief and levy County Emergency manager have lived in Yankeetown for thirty years and raised their family . I would lose all faith in mankind if Ms. Macdonald did this with intent for personal gain . I think we cut copy and paste too much and I think that's how the mistake was made .

Thank You
Jeffrey C. St John
Vice Mayor
Town of Yankeetown Fl.

From: Elizabeth Miller <Elizabeth.Miller@myfloridalegal.com>
Sent: Wednesday, March 23, 2022 12:30 PM
To: St John, Jeffrey <Jeff.StJohn@adesa.com>
Subject: [EXTERNAL]In Re: Sherri MacDonald (Commission on Ethics case #21-133)

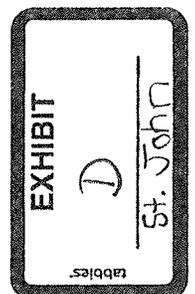
Dear Council Member St. John:

It was a pleasure speaking with you this morning. As I stated on the phone, I have been assigned the above referenced ethics case to prosecute. It is alleged that Ms. MacDonald amended her employment contract in a manner contrary to the public's interest and for the purpose of obtaining greater benefits for herself than her original employment contract provided.

I am gathering facts surrounding the contract addendum. More specifically, I am trying to ascertain whether Ms. MacDonald acted with a "corrupt intent" when she drafted the contract addendum. For our purposes, corrupt intent is defined as:

"Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties. §112.312(9), Fla. Stat.

As a Council Member at the time of the contract revision, I am hoping that you can shed some light on this matter. A comment from you regarding the circumstances of the contract



addendum would be greatly appreciated. Will you please provide answers to the following questions:

1. What do you recall to be the circumstances around Ms. MacDonald amending her contract?
2. Did the procedure follow the Council’s standard practice and was her contract amended in accordance with the Council’s rules, regulations, or ordinances?
3. In your opinion, were Ms. MacDonald’s actions corrupt, if so, why? If not, why?
4. Please feel free to make any comments you believe are pertinent to this matter.

I appreciate your cooperation and assistance. Thank you!

Sincerely,
Elizabeth Miller



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RALF BROOKES, ATTORNEY

April 14, 2022

Elizabeth A. (Buff) Miller
Assistant Attorney General
Chief Advocate, Commission on Ethics
Office of the Attorney General
The Capitol, PL-01 Tallahassee, FL 32399-1050

Via E-mail: Elizabeth.Miller@myfloridalegal.com

In Re: Sherri MacDonald, Town Clerk, Town of Yankeetown

Dear Elizabeth:

As the Town Attorney for the Town of Yankeetown during the tenure of Sherri MacDonald as Town Clerk and Town Clerk Sherri MacDonald, who interacted with Sherri MacDonald on a frequent basis, I offer the following observations and insights with regard to the Ethics Complaint that you inquired about regarding corrections to contract extension addendum.

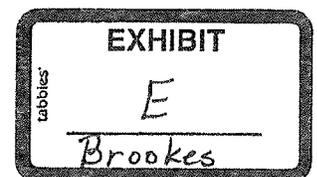
It is my belief that any errors that were made to the "Term and Termination" section of the Town Clerk's employment contract in the contract addendum extending MacDonald's contract term were made inadvertently and were not intentional.

Because of its size, (less than 600 people in 200 homes), Yankeetown relies upon a very small number of employees and its volunteer Mayor to run its daily business.

Because Yankeetown is a very small town and is rather geographically isolated, the Town of Yankeetown conducts much of its day-to-day business at the direction of the Town Mayor relying on town staff to prepare and revise many of the Town's documents, without requesting legal review of all documents and revisions as might occur in larger cities, in order to save money on legal fees.

The Town Council at duly noticed meeting on July 9, 2020 voted to increase the Town Clerk/Administrator's salary based upon a review of the Town Clerk/Administrator's performance that passed unanimously. Previously, the Town Council had approved an extension of the Town Clerk's contract on July 1, 2019, for 5 additional years based upon the Town Clerk's performance review. Unfortunately, a document for the five-year extension was prepared as an addendum to the contract rather than reprinting the entire contract with new date and the addendum was prepared without the input of the Town Attorney.

The addendum document was incomplete and contained typographical errors in the "Term and Termination" section borrowed from the original 2018 contract document. It is my belief that these errors probably arose from cutting and pasting sections of the existing contract or typing from a PDF rather than using the prior word version in its entirety to extend the dates.



It is my belief based on discussion with the Mayor Schofield; discussions with the Vice Mayor Holbrook; and discussions with the Town Clerk MacDonald that these errors were the result of errors re-typing the "Term and Termination" provisions that were being amended to extend the term for 5 years.

I do not think that there was any willful intention to change the contract through the addendum to benefit the Town Clerk/Administrator, but rather these changes were inadvertent and unintentional. It is my belief that these typographical errors in the incomplete addendum were inadvertent clerical typing errors and not intentional.

Once discovered, I was contacted by the Clerk and Vice Mayor immediately and the errors were corrected at a special meeting held on July 29, 2021. A corrected contract was executed, as a stand-alone full contract document, at a special meeting with the correct salary, term and termination, and dates to replace the incorrect, incomplete addendum language entered when the Term of the contract was extended in July 2019.

Respectfully submitted,



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