

**The Inglis Town Commission
held a Remote Regular Commission Meeting
on April 7th, 2020 @ 6:00pm**

**Present Were:
Mayor Merritt, Comm. Brennan, Comm. Monteverde,
Comm. Morin, Comm. Schwing (connected in late), Comm. Webb
Attorney Blake Fugate**

The Town Clerk read some ground rules for the remote meeting, requesting for everyone in attendance to mute their devices at this time and that all motions will be done by a roll call vote in order to get the proper count.

Motion to Adopt Agenda

Commissioner Morin made the motion to accept the agenda. Commissioner Brennan seconded. Motion carried 4-0.

**Prayer & Pledge
Comments, Ordinances Etc.**

1. Attorney Comments:

A. Mastadon Bridge update.

Attorney Fugate addressed the Commission regarding the request that had been made at the Special Remote Meeting for him to come back with a summary of his conversations with the State and FDOT representatives for the Mastadon Bridge Project he has supplied that memo to the Commission so if there were any questions he will answer them.

Commissioner Schwing stated she was in attendance but obviously no one was able to hear her.

Commissioner Schwing asked if any funds have been paid out of the grant money for the Bridge.

Attorney Fugate stated there were Phase One grant money for the engineering work on the design for the forty or fifty year fix not what is being discussed now was somewhere in the amount of \$20,000.00 or \$30,000.00.

Commissioner Monteverde stated his recollection is that of the first grant which was \$66,000.00 the Town spent \$11,000.00 and that was for the engineering work and there was another small grant that may be less than \$5,000.00 so the out of pocket was \$16,000.00 to \$17,000.00 mark so far.

Town Clerk Darlene Slattery stated the amount was \$17,300.00.

Commissioner Morin stated that is what she remembers also that it was out of the Phase I Grant Funding.

Commissioner Schwing asked if that \$17,300.00 came from the grant money or from the Inglis Town funds.

Commissioner Monteverde stated he can answer that for you, of the \$66,000.00 we spent \$11,000.00 out of our money and out of the second grant we paid somewhere in the amount of \$5,000.00.

Commissioner Brennan stated he might have misunderstood Commissioner Schwing but he believes she was also asking how much of the actual grant money in Phase I had we spent.

Mayor Merritt commented that she believes the amount was \$55,000.00 but she does not know what amount of that was the Town's 25%.

Commissioner Morin stated all of the funds were expensed from the Phase I Grant.

Mayor Merritt stated that is correct all of the funds were expensed that were received for Phase I.

Discussion followed.

Commissioner Schwing state she is looking at grant paperwork that has an amount of \$33,000.00 on it.

Town Clerk Darlene Slattery stated the grant paperwork has a funding of \$44,000.00 on it with the State funding amount of \$33,000.00 and the Town's portion being \$11,000.00.

Commissioner Schwing asked what those funds were used for.

Mayor Merritt stated the funds were used for the engineering and permitting.

Commissioner Brennan stated what he is afraid of, and he knows that everybody says they won't come after us for that money, is that if the Town does not use the grant funding the State might come after them for reimbursement of the funds received and he also is afraid of the actual cost will be since they will have to hire and engineer to do what the Commission is proposing.

Attorney Fugate stated in his memo nobody from the State of Florida would go on record to guarantee the Town that they wouldn't be coming after us for that money but both DOT and the Department of Emergency Management said that they highly doubted that they would come after that Phase I money, as far as the cost for the engineer goes his conversation with him to down size they have already done the onsite work it wouldn't be another \$44,000.00 to get them to redesign to a smaller scale however all of those parties didn't see the logic behind not going with the grant funded repair/reconstruction due to the fact that all of them estimated that if the main concern is the length of the project, and that is the only reason we are concerned about moving forward, all of them agreed that the schedule that was included in the grant agreement was over exaggerated and that the project, the engineer in fact told him that the project he thought could be done in months, a matter of 2 to 4 maybe 6 months at the furthest out and that when we send out the RFP if the time to complete the project is the Town's main concern then we need to include that and we talked about that when we and we need to put it in the RFP that it says if you are going to put forth a proposal on building the bridge then you need to propose and guarantee us that you are going to do it in a timely manner and you're going to meet the time line that we have put forth in the RFP.

Commissioner Schwing stated she is looking at the schedule of work and it states the construction time is twelve months so can we alter the contract that we have?

Attorney Fugate stated we cannot alter that Grant Agreement, that's not the contract with the actual firm that will be constructing the bridge, that is the grant agreement and the reason, Barbara Holeda has told me this, the reason that they have put those dates in that grant agreement is just so that they don't have to come back to the Town Commission and to the people at DEM and request a grant agreement amendment, if they have to push back, if they put in that schedule the actual build time that they thought it would take to build it which is considerably less than twelve months if they put what they thought it would take to build it, let's say three or four months and it was going to be five months they don't want to have to come back and go to the Town Commission and the people at DEM to amend that grant agreement, everybody that he spoke to totally agreed that the time to build this bridge will be way less the timeline in that grant agreement is drastically exaggerated.

Commissioner Schwing stated she just has some concerns since she has a copy of a grant that states we did not turn in the paperwork in a timely manner on two occasions and in Phase 2 it states there are quarterly reports that will be due so who is responsible for filing these reports.

Mayor Merritt stated she turns in the reports and they have all been turned in in a timely manner.

Commissioner Schwing stated she has letters that state otherwise.

Commissioner Webb stated she has a suggestion since there is a new Commissioner over Roads & Bridges is there some reason why we cannot let her take over with the grant assuming that we do go forward with the grant.

Barbara Holeda stated that if she understands the discussion correctly what they are asking is if the project point of contact can be changed from the Mayor to someone else filling out the quarterly reports.

Barbara Holeda stated they would just need to fill out a form showing that they are requesting a change to the projects point of contact.

Commissioner Morin asked if this would set the timeline back.

Barbara Holeda stated it would not, the reason why they have the quarterly reports is so that they can do what's called desk monitor this is so she doesn't have to physically come down to Inglis to see what the progress is on the bridge and the construction so what the person does is send the quarterly reports to show what the progress is on the bridge and if there is any problems or delays or reasons why it might cost more money and these things are reported back to FEMA so that they can see that the project is moving in the right direction and that it will be completed in the time allowed and so far she has not had a problem with getting any quarterly reports in a timely manner, she doesn't know exactly what was meant by letters that say to the contrary she is the person that monitors the project, she has never once had a quarterly report that has come in late.

Commissioner Schwing stated she was reading a letter dated January 14, 2019 requesting to reinstatement and extension for a period of performance.

Barbara Holeda stated that was to move the project from Phase I into Phase II.

Commissioner Schwing stated she would be more than happy to help with this project.

Barbara Holeda stated right now the only problem with this project is that they do not have an executed contract.

Commissioner Webb stated that is what they need to deal with right now.

Commissioner Brennan stated he doesn't want to be a devils advocate but one of the things he is afraid of is in the future the Town might be denied grant funding from DOT or FEMA if they refuse the funds being offered.

Commissioner Morin asked Barbara Holeda if the Town calls a Special Meeting for Friday to sign the contract how soon could it be implemented.

Barbara Holeda stated what has happened is that they have sent the contract to the city for the Mayor to sign, after she signs the contract it comes back to the Division of Emergency Management and then it has to go through another review and then after everyone has decide that the contract hasn't been changed or altered and the legal people have looked at it, the finance people have looked at it, then it gets signed by the Bureau Chief and at that point in time you now have an executed contract and you can publish the RFP and start the bidding process.

Attorney Fugate stated when Barbara Holeda is speaking about a contract she is not referring to the proposed contract that is being attached to the RFP she is meaning the grant agreement, the agreement between the Town of Inglis and the grantor, the people issuing the grant.

Commissioner Morin asked, "So tonight if the Commission gives permission for the Mayor to sign it then it's on its way?"

Attorney Fugate stated, "We can have a motion to have the Mayor sign it tonight and we can send it on its way."

Commissioner Schwing stated she is referring to a contract for when they actually go out for bid, you said we can put a timeframe on that contract.

Attorney Fugate stated if the timeline is our main concern then we incorporate that into the RFP.

Commissioner Schwing stated "If we go out for bid and we get a contract with a contractor and they give us an amount and we're within budget the way I understand it is if we run over the town needs to pick up that difference, is that correct?"

Barbara Holeda stated, "That is not correct, remember when I was explaining about the quarterly reports, as soon as you would know that you were going to go over on any of the pricing, of course that is the reason why you are going to go out and get bids to begin with, is to hopefully, those bids will come back and they will be inside of the parameters of the amount of money that FEMA has allotted for this project, if that should happen that it does not, then what you would need to do is to request additional funding of which at that point I would then take that, we would investigate those expenses, we would then get a request letter from you saying that you need the additional funding and the reasons why you need the additional funding, and then I would be sending that letter on to FEMA to ask them for the additional funding, if and when they came back and said yes they would allow the additional funding we would then go into the process of rewriting another contract and making modifications to the contract that you already have to include those additional funds and then we would be able to continue on."

Attorney Fugate stated when she says "contract" she is talking about the grant agreement we would then need to resign the grant agreement.

Commissioner Schwing asked, "what is the timeframe, if you had to do an amendment how long would that take?"

Barbara Holeda stated, "It is hard to estimate how long it would take, the reason they put an advanced date in the contract is so that if an unforeseen issue arises there is no need to delay the project by having to go through the modification process."

Commissioner Monteverde stated to clarify a few things, why don't they go get the quotes before they sign anything because we don't know where this is going to come in, we have no idea where this expense is going to come in and if the expense comes in higher then we may have a very different decision.

Commissioner Webb asked what Commissioner Monteverde's suggestion is.

Commissioner Monteverde suggested that we allow the Attorney to go out and get the quotes and then sign the contract.

Attorney Fugate stated he is almost positive that is not the way that the grant happens we have to get the grant agreement signed and get the approval of the RFP from the division before we can send out that RFP.

Barbara Holeda stated, "In an ideal situation yes indeed that would be the best response that I could give you, the other thing is because we don't have a grant agreement between ourselves normally what happens is after I get and executed contract I go over the contract with the parties and explain to them the things that they will have to do of which this RFP that you are planning on publishing, we would need to take a look at that before you publish it because there is certain criteria that needs to be in that information that is going out that would cover yourselves and the division in the grant agreement that we have, and that is very rapid turnaround on this, so we look at that information before you publish it so that we can tell you if there is anything missing that would possibly not qualify you to get reimbursed for what you're doing."

Attorney Fugate stated, "Barbara you guys have already looked at it and sent it back with a couple changes that need to be made so when you talk about a quick turn around you guys are really going to look at the RFP and make sure that we just

stuck in the bits of language that need to be in the Federal Grant Agreement that FEMA is requiring in order to get that out in pretty short order correct?"

Barbara Holeda responded "exactly."

Attorney Fugate stated, "So let me ask you this, this may assuage some of Mr. Monteverde's concerns, we sign the grant agreement today they make a motion to sign the grant agreement, we get the approval on the RFP and send it out and 45 days from now we have our proposals in and they are way above whatever the estimated price on the project is right now we aren't out any money are we, FEMA or the Department of Emergency Management isn't going to make us cough up any money to anybody correct?"

Barbara Holeda stated, "The only thing is if we don't have an executed contract and you spend any money in between now and the time you have next to your contract then we can't reimburse you."

Attorney Fugate stated, "If the town passes a motion to sign the grant agreement tonight and we send out the RFP in the next week and we have all of our proposal back in the next month, month and a half, and they are all twice as much as they are estimating and the Town decides that this isn't the size project they want and let's just do it ourselves, we aren't out any money correct?"

Barbara Holeda responded, "correct."

Attorney Fugate stated this should assuage Mr. Monteverde's concerns about signing the grant agreement with the division.

Barbara Holeda stated, "The thing that you want to do is, the mayor has to sign that agreement and it has to come back to the division and then it has to go through all of the processes that I explained to you before, before our Bureau Chief can sign it and then you will have an executed contract with the state and then that grant money you are able to spend."

Attorney Fugate stated, "He just wanted to make sure that Mr. Monteverde's concern of getting proposals back that were way out of line with what we are expecting we wouldn't be out of line if we hadn't spent any money."

Barbara Holeda stated she wanted to reiterate that the phase one money that is good we are not going to ask for that money back it did what it was designed to do, to give you a design for the bridge and that part of the project is done and finished.

Commissioner Monteverde stated in reading the contract, going from one fiscal year to another, then the state has to reallocate or reconfirm that they are going to go ahead with this project.

Commissioner Schwing asked if the Town gets the entire amount of money in an interest-bearing account or do, we get them in draws as we go along with the project?

Mayor Merritt stated, "As the invoices from the contractor come in, they are paid by us and we submit them to FEMA and FEMA reimburses us."

Steve Schwing asked if the Commission agrees to sign the contract with the State are, they going to have a Special Meeting to write up the RFP.

Attorney Fugate stated there is an approved RFP but from the sounds of it we would want to, in the proposed contract between the Town and the builder, to amend that proposed contract to include the timelines and any kind of penalties for time overruns or cost overruns so yes since they have already approved the RFP if the Commission approves the signing of the grant agreement and get Barbara moving on that end and he would suggest having a Special Meeting for everybody to take what they've got and bring back any changes they might want.

James Sparkman stated all of the Commissioners with the exception of Commissioner Schwing agreed that the bridge would be fixed on January 1, 2020.

Commissioner Webb made a motion that we have the Attorney go forward with the RFP and that we get this process moving and to include having the Mayor sign the grant agreement and get it sent back to Barbara Holeda and also to appoint a new point of contact to take some of the burden off of the Mayor and make Commissioner Joyce Schwing the new point of contact. Commissioner Brennan seconded. Motion Carried 3-2 with Commissioners Monteverde and Schwing voting Nay.

Attorney Fugate asked if the Commission would like to set a date for a Special Commission Meeting to format the RFP & Proposed Builder Contract.

The consensus of the Commission was to hold a Special Meeting on Monday, April 13, 2020 @ 6:00pm.

Commissioner Morin asked how long before the RFP and Builders Contract would be published?

Attorney Fugate stated it will go out the very next day or as soon there-after to the newspaper.

Commissioner Schwing addressed concerns on the time frame to do the construction of the bridge so that it does not run into the rainy season.

2. Ordinances & Resolutions:

3. Contracts & Agreements:

Consent Agenda

- 1. Minutes:**
 - Regular Meeting**
 - Budget Workshops**
 - Budget Hearings**
 - Workshops**
 - Public Hearings**
 - Special Meetings**

2. Financial Statements:

Regular Agenda

1. Planning:

A. Interview Applicants to fill the vacancy on the Planning Committee Board.

- 1. Lenny Licata**
- 2. Steve Schwing**

Commissioner Webb stated they have two applicants for the vacant seat on the Planning Commission Board.

Commissioner Webb stated there been discussion on social media regarding the appointment of a spouse of a Commissioner to the Planning Commission Board the person making the statement said their spouse could not be on the Board since they were on the Regular Town Commission..

Attorney Fugate stated there is no issue there has to be a special monetary gain in order for it to be a conflict of interest and the Planning Board Members are volunteers, if the Commissioner wishes to abstain there is a special form that will need to be filled out.

Commissioner Morin asked if there is any reason for the Commissioner to abstain from voting.

Commissioner Webb asked Mr. Licata since he was on the Planning Commission Board prior and resigned was there any reason why the Commission should question his request for reappointment.

Mr. Licata stated he was on the Board previously and his qualifications are in the construction business, he had worked for the City of Sunrise Florida installing the gas lines, reading blue prints and hired contractors to extend the gas lines to outlying areas from the city proper.

Mr. Schwing stated he has been a resident of the community since 1972, he built a house in 2004, his knowledge in building and planning is somewhat limited but he is interested in being a part of the town.

Commissioner Monteverde stated they have had issues with maintaining members on the Planning Board and his take on this is the Commission has two applicants with stellar backgrounds and they need to vote on both candidates.

Commissioner Webb asked if there could be members and at large members.

Commissioner Morin stated it is a great idea.

Commissioner Brennan stated he was going to suggest that they ask the Attorney and he agrees as long as the remainder of the Commission is also in agreement.

Commissioner Schwing agreed with the suggestion.

Attorney Fugate stated he thinks it is a good idea but the Town has an Ordinance out there that specifically states the Planning Commission is a seven member board and it will take a change to the Code so he will draft the language necessary.

Mr. Licata stated just to clarify why he left the Board previously was just for this reason the Planning Commission was not able to hold meetings due to the fact that there was never a quorum.

Discussion followed.

James Sparkman addressed the Commission.

Commissioner Morin made a motion to put off the vote until the Attorney brings back an amendment to the current Code to allow for alternates. Commissioner Brennan seconded. Motion carried 5-0.

2. Code Enforcement:

Commissioner Morin stated the Code Enforcement Officer has been diligently working on all of the open cases where he can consider the times, he does not want to go up to houses until this virus is over.

3. Old Business:

4. New Business:

A. Request to change the date of the Regular Commission Meeting to the fourth Tuesday of the Month in order to

allow time for the current months bank statements to get balanced and also to allow Norn Fugate to be the Attorney of Record. (Comm. Morin)

Commissioner Morin made a motion to change the date of the monthly meeting from the first Tuesday to the fourth Tuesday in order to allow Attorney Norm Fugate to be the Attorney of record. Commissioner Monteverde seconded for discussion.

Commissioner Monteverde stated he would like to see if Commissioner Morin will separate the items in her request to two separate issues.

Commissioner Morin amended her motion to vote on just the request to change the date to the fourth Tuesday of the month. Commissioner Monteverde amended his second. Motion failed with 2 yes votes and 3 no votes with Commissioners Monteverde, Schwing and Webb voting nay.

Commissioner Monteverde stated changing the date of the meeting is not the solution he feels the Town Clerk needs some assistance possibly from the Auditors.

Commissioner Morin commented stating the delay from her understanding was in the software changes.

Town Clerk Darlene Slattery stated she, along with Commissioner Brennan’s accompaniment, will contact the Town Auditor to see if there is a way to streamline the timeline in order to get the Financials completed.

James Sparkman commented that changing the date is not going to fix this problem.

Commissioner Webb stated the second half of the agenda item with having Norm Fugate as the Attorney of Record is now a moot point.

Commissioner Morin stated Norm Fugate is not available so yes, it is a moot point.

Commissioner Monteverde stated he was not aware that Attorney Blake Fugate had resigned as the Town’s Attorney.

Attorney Fugate stated he had not resigned it must have just been a request from Commissioner Morin.

5. Dept. Reports by Commissioners:

A. Budget & Finance Comm. Brennan

Commissioner Brenna gave the Financial Report for the month of February.

B. Water Dept. Comm. Monteverde

Commissioner Monteverde stated he had sent information to the Commission through the Town Clerk regarding an article he was placing in the newspaper regarding what measures the Water Department has taken regarding the recent health issues.

Commissioner Monteverde stated he and the Public Works Supervisor are working on a matrix that will show what work has been done this year compared to last year.

C. Maintenance, R&B Comm. Schwing

Commissioner Schwing stated she has set up an appointment with the Public Works Supervisor Wayne Moore on doing some road improvements and she is looking for funding.

A. Mayor:

Mayor Merritt stated she and the ladies from the Sew & Sew Club have supplied all of the Town employees and their immediate family members, the Commissioners, the Food Ranch employees, the Fire Service and Nature Coast Ambulance Service in the area with face masks, they also are making face shields out of sheet protectors and she will make sure that the lady at the satellite garbage station gets a mask.

Mayor Merritt stated she currently is doing conference calls daily at 3:00pm with the Levy County Emergency Operations, the State update every Tuesday at 5:00pm and the Federal update every week at 1:00pm.

Mayor Merritt stated the Levy Disaster website has daily virus updates for anyone that is interested.

B. Commission:

Commissioner Webb stated she had given a mask the Mayor had made to one of the employees at her husbands Eye Doctors Office and it was greatly appreciated.

Commissioner Schwing asked if at some point, she could possibly be sworn in at a Regular Meeting in person.

Commissioner Schwing asked if the Mayor could possibly post the information to the Town website that she receives from the County, the State, and the Federal Governments.

Mayor Merritt stated all the information she receives is the same information that is posted on levydisaster.org.

Commissioner Brennan stated he and the Town Clerk have been discussing the workload at Town Hall and agreed that it would be a benefit to both himself and the Town Clerk to have a meeting with the Auditor regarding the financial statements so they will be setting up a meeting in the near future.

Commissioner Morin stated she appreciated everyone's attendance tonight it was a great meeting.

Commissioner Webb made a motion to adjourn. Commissioner Monteverde seconded. Motion carried 5-0.

Attested By: Town Clerk

Approved By: Mayor

Transcribed by: Darlene Slattery, Town Clerk