

Town of Inglis  
135 Highway 40 W  
Inglis, FL 34449  
Regular Commission Meeting  
December 13, 2022, 6:00 P.M.

**Town of Inglis Regular Commission Meeting will be held on December 13, 2022, 6:00PM at Inglis Town Hall in the Commission Room.**

Public input on non-agenda items will be heard at the beginning of the meeting. A three (3) minute time limit will be strictly administered.

## **Call to Order**

Pledge of Allegiance

Opening Prayer/Moment of Silence

## **Roll Call**

Mayor White  
Commissioner P. Tully  
Commissioner S. Schwing

Commissioner J. Schwing  
Commissioner I. Young  
Commissioner S. Sims

Proof of Publication: Posted on the Town's website and Town Hall bulletin board on Monday, December 6, 2022 at 5:00 p.m.

Commission Comments Regarding Agenda

Public Comments on non-agenda items-3-minute limit.

## **Consent Agenda**

Accept public comment on consent agenda items prior to making a motion.

1. Set Town of Inglis General Election for April 4, 2023.
2. Set Town of Inglis General Election Qualifying Dates of January 23, 2023, through January 27, 2023, 8:00AM-5:00PM.
3. Set Town of Inglis General Election Run-off date (if required) April 18, 2023.
4. Approve Proclamation
5. Appoint Town Clerk, Cery Logeman as Supervisor of Elections for the Town of Inglis General Election.

\*Documents provided: Proclamation

## **Special Presentation:**

1. Ryan Asmus with FDOT- Update on Highway 19 PD&E Study.
2. Justin DeMello with Woodard & Curran-Update on sewer project.

## Ordinance & Resolutions:

Accept public comment on Ordinance #11-22

1. Ordinance #11-22-Ordinance amending Section 34-209 of the Town Code of Ordinances. (to be read into record by Attorney Christopher Anderson)

## Regular Agenda

1. Renewal of contract with South Levy YMCA and use of Inglis Community Center. (Comm. J. Schwing)  
\*Documents provided: Contract for review
2. Discuss back pay request for Fire Department Employee. (John MacDonald)
3. Discuss improvements to Town Hall Commission Room, landscaping at Town Hall and overall appearance of Town Hall and Muni Bldg. (Comm Sue Sims)
4. Future legal counsel-Letter from Attorney Christopher Anderson. Advertisement seeking legal counsel
5. Allow Inglis Citizens to vote to remain incorporated or unincorporate on next election.
6. Contract with Levy County Sheriff to provide law enforcement for 2022-2023 and 2023-2024. Possible Ethic violations. (Mayor White)
7. Annexation of South Levy Little League property back side of power easement. (Mayor White)
8. Inglis Recreation Committee (IRC) meetings to be held in Inglis Commission Room, appropriate agenda posted on Town Website and Town Hall bulletin board documenting reasonable notice provided to public to attend and allow public comment. Appropriate minutes to be furnished to Town Hall for Record Management.(Mayor White)
9. Any changes or revisions to agendas to be presented to Mayor prior to meeting for approval. (Mayor White)
10. Baseball field and 50+ acres possibly annexed by Town of Inglis. Location is on Hudson St. (Mayor White)

## Commission Liaison Reports and Comments:

|                                    |                         |
|------------------------------------|-------------------------|
| Budget/Finance                     | Commissioner P. Tully   |
| Fire                               | Commissioner P. Tully   |
| Maintenance, Road & Bridge         | Commissioner J. Schwing |
| Water                              | Commissioner S. Schwing |
| Animal Control                     | Commissioner S. Schwing |
| Law Enforcement Commissioner       | Commissioner S. Schwing |
| Code Enforcement, Planning, Zoning | Commissioner S. Sims    |
| Health, Welfare & Recreation       | Commissioner I. Young   |

Public Comment:

Attorney Comment:

Town Clerk Comment:

Adjourn

ANY PERSON REQUIRING SPECIAL ACCOMMODATION AT THIS MEETING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE TOWN CLERK AT (352) 447-2203 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE TOWN IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

(5)

## TOWN OF INGLIS COMMISSION MEETING AGENDA REQUEST FORM

All persons requesting items to be placed on the Agenda for the next Regular Town Meeting must fill out an AGENDA REQUEST FORM and turn it into the Town Clerk along with any related materials. This will be accepted until NOON Tuesday one week prior to the Commission Meeting.

**\*\*ALL REQUESTS ARE SUBJECT TO REVIEW BY THE TOWN CLERK PRIOR TO PLACEMENT ON THE AGENDA\*\*\***

NAME: Cery Town Clerk

DATE REQUESTED: 11/15/22

DATE OF MEETING: 12/13/22

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

- 1) To Set Town of Inglis General Election for April 4 2023  
Qualifying Dates of Jan 23 2023 through January 27th 2023  
8am - 5pm and if required Run-off date of April 18, 2023
- 2) Approve Proclamation
- 3) Appoint Town Clerk, Cery Lopemen as Supervisor of  
Elections for the TOWN of Inglis General Election

Cery Lopemen  
SIGNATURE

☒ RELATED MATERIALS PROVIDED TO TOWN CLERK

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# TOWN OF INGLIS COMMISSION MEETING AGENDA REQUEST FORM

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NAME: Cory Joensen Town Clerk

DATE REQUESTED: 11/10/22

DATE OF MEETING: 12/13/22

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

Ryan Asmus FDOT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cory Joensen  
SIGNATURE

     RELATED MATERIALS PROVIDED TO TOWN CLERK

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NAME: Justin de Mello

DATE REQUESTED: 11/14/22

DATE OF MEETING 12/13/22

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

Sewer Project / EOC

Cory Lopez  
SIGNATURE

\_\_\_ RELATED MATERIALS PROVIDED TO TOWN CLERK

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NAME: Chris Anderson Attorney

DATE REQUESTED: 11/8/22

DATE OF MEETING: 12/13/22

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

Ordinance 11-22

Chris Anderson  
SIGNATURE

☒ RELATED MATERIALS PROVIDED TO TOWN CLERK

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ORDINANCE NO. 11-22

AN ORDINANCE OF THE TOWN OF INGLIS, FLORIDA, AMENDING SECTION 34-209 OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PRESERVATION OF OTHER ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS:

- A. The Town of Inglis, Florida (the "Town"), is a municipality organized and existing under the laws of the State of Florida;
- B. Chapter 34 of the Town's Code of Ordinances constitutes the Town's land development code and, amongst other matters, governs the process of rezoning;
- C. Section 34-209 of the Town's Code of Ordinances provides that notice of a hearing for a rezoning must be provided by publication 15 days in advance of the hearing, in a newspaper of general circulation: and
- D. The Town Commission desires to amend Section 34-209 of the Town's Code of Ordinances to provide additional notice, by certified mail, to all owners of property within 400 feet of any proposed rezoning.

NOW THEREFORE BE IT ORDAINED by the Town Commission of the Town of Inglis, Florida as follows:

**Section 1.** The foregoing recitals are confirmed as being true and correct and are hereby incorporated into this ordinance upon adoption.

**Section 2.** Section 34-209 of the Town Code of Ordinances is hereby amended as follows, with deleted words being shown as ~~struck~~ and added words being shown as underlined:

Sec. 34-209. - Amendments.

The town commission may from time to time on its own motion or on petition, after public notice and hearing as provided by law, amend, supplement or change, modify or repeal, the boundaries or regulations herein or subsequently established, providing that such changes are consistent with the town's adopted comprehensive plan and F.S. ch. 163, and, after submitting the same to the town planning commission for its recommendation and report. If the planning commission fails to submit a report within the 30-day period, it shall be deemed to have approved the proposed amendment. No action may be taken until after a public hearing has been held, at which time parties withstanding as defined by F.S. § 163.3215 shall have had an opportunity to be heard. At least 15 days' notice of the date, time and place of such hearing shall be published in a newspaper of general circulation in



the town, and notice shall also be provided by certified mail with return receipt request to all owners of property within 400 feet of any property directly affected by the proposed amendment, and whose address is known by reference to the latest ad valorem tax records.

**Section 3.** Should any provision or section of this ordinance be held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**Section 4.** Notwithstanding the foregoing, nothing set forth in this ordinance shall repeal any provisions of the Code of Ordinances of the Town Inglis dealing with the subject matter hereof.

**Section 5.** This ordinance shall take effect upon approval by the Town Commission.

## **TOWN OF INGLIS**

By: \_\_\_\_\_  
Joyce Schwing  
President, Town Commission

By: \_\_\_\_\_  
Michael Andrew White  
Mayor

## **ATTEST:**

By: \_\_\_\_\_  
Cery Logeman  
Town Clerk

## **Approved as to form and legality:**

By: \_\_\_\_\_  
Christopher A. Anderson  
Town Attorney

# TOWN OF INGLIS COMMISSION MEETING AGENDA REQUEST FORM

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**\*\*ALL REQUESTS ARE SUBJECT TO REVIEW BY THE TOWN CLERK PRIOR TO  
PLACEMENT ON THE AGENDA\*\***

NAME: South Levy YMCA

DATE REQUESTED: Nov 21, 2022

DATE OF MEETING: Dec 13, 2022

**PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:**

Renew contract which expires 12-31-2022

Documents attached:

Inglis Community Center - Guidelines - Resolution, Policy and

Procedure - I) Town Sponsored NON-Profit Events, Short and long

term - Policy + Procedure II. Town Sponsored for Profit Events. III

Private Party Rental, Fee Schedule + Insurance Requirements, Short term  
Contract

Rules + Regs For use - Long Term

Rules + Regs For use.

  
SIGNATURE

☒ **RELATED MATERIALS PROVIDED TO TOWN CLERK**

CONTRACT

Use of non-Ymca Facilities Agreement -  
Certs of Liability Insurance -

# Inglis Community Center

Initial Date of Document: 11/24/98

Proposed Changes: 04/13/10

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## **Inglis Community Center and Inglis Town Hall Meeting Room Glossary of Terms**

**Community Center-** Inglis Community Center

**Instructor-** Class teacher or meeting leader

**Long Term-** A class or event that will happen on a scheduled recurring basis that is longer than two weeks time.

**Mayor-** Mayor of Inglis

**Program Coordinator-** Commissioner of Health, Welfare and Recreation

**Project Manager-** Appointed by the Town Commission to oversee a project and acts as the point person on said project.

**RABAC-** Recreation Advisory Board Activities Committee

**Renter-** Person designated by a group or an individual who is applying to obtain use of the Inglis Community Center whether for a fee or not.

**Short Term-** A class or event that will only happen one time up to two weeks time and then end.

**Town-** Town of Inglis

**Town Commission-** Inglis Town Commission

**Town Representative-** Person designated by the Town Commission, Program Coordinator or Mayor who has the authority to sign documents and/or accept payments pertaining to the rental of the Inglis Community Center or the Inglis Town Hall Meeting Room

## Inglis Community Center

### Resolution

**WHEREAS**, inasmuch the Town of Inglis has assumed the responsibility for the operation and administration of the new Inglis Community Center, the Inglis Town Commission **hereby resolves** that the purpose and intention for use of the Community Center by all Inglis area residents shall be according to the following:

1. That the Town of Inglis shall authorize the Health, Welfare and Recreation Commissioner, as the Program Coordinator of the Community Center, to promote **Social and Educational** events and activities of general interest and benefit to all Inglis area residents of all age groups. These activities shall be **free** of rental charge, subject to the approval of the Program Coordinator. See **Policy and Procedure Town Sponsored Non-Profit Events I**, attached.
2. That the Town of Inglis shall permit and encourage the reasonable use of the Community Center for **regular and continuing** meetings and gatherings of local **Cultural, Recreational and Social** groups and organizations. These activities shall be **free** of rental charge bases upon the approval of the Town Commission on a case-by-case basis. See **Policy and Procedure Town Sponsored for Profit Events**, attached.
3. That the Town of Inglis shall permit the Community Center to be available for **Rental** by private individuals, groups and non-profit organizations on an **occasional** basis, at an hourly rate specified by the Town Commission, for **Special Events** such as dinners, special meetings, wedding receptions, family reunions, etc. Special Event insurance requirements are discussed in **Policy and Procedure Statement IV Special Events Rental**, attached.

**RESOLVED** further, that all Community Center activities and events shall be authorized in accordance with this Resolution, and in accordance with the appropriate Policy and Procedure statements adopted by the Town Commission. All such activities and events shall be scheduled only upon the presentation of the appropriate completed "Request for Usage" or "Request for Rental" form to the designated Program Coordinator, the Commissioner of Health, Welfare and Recreation.

**RESOLVED** further, that all activities and events authorized to take place in the Inglis Community Center shall be subject to the appropriate **Fee Schedule** and **Insurance** requirements, as well as the **Rules and Regulations** governing the use of the Community Center, as set forth by the Town Commission.

The **Policy and Procedure** statements, **Rules and Regulations**, and **Fee Schedules** shall be available for public inspection in Town Hall and a current **Calendar of Events** shall be posted conspicuously in Town Hall. Copies of all pertinent information shall be available to the public upon request.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF

THE TOWN OF INGLIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR, TOWN OF INGLIS

WITNESS AND ATTEST BY \_\_\_\_\_, Town Clerk.

## Inglis Community Center

### Policy and Procedure

#### 1. Town Sponsored Non-Profit Events, Short and Long Term.

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It shall be the policy and intention of the Town of Inglis that the Inglis Community Center shall be available for all Inglis area residents of all ages to enjoy the benefits of a wide range of activities such as all non-profit musical and theater productions, health and educational presentations, community dinners, cultural events, recreation groups dances and other social gatherings, etc.

Short term events are meetings, events, classes etc that shall have a one-time use up to a two week time period.

Long term events are for recurring classes, events, meetings, etc. that will be happening for longer than a two week period. A Short Term Contract or Long Term Contract form will need to be filled out by the prospective renter when submitting an idea for approval, listing the name of the group, address and contact phone number; the day (s) of the week and time frame requested. These forms will need to be submitted to Town Hall to the proper Town Representative, Program Coordinator or RABAC for placement on the community calendar.

These programs and events may be fund raisers, provided they are held for the benefit of a Town project only. These not-for-profit activities shall be considered to be "Town Sponsored" in that they will not be subject to rental fees, security deposits or insurance costs. If sponsored by Town or RABAC, there shall be no expenditure of funds beyond the planned for budget and donations received for the purchase of food supplies, advertisements, etc. for such activities.

The planning and development of an activity in this category shall not be restricted to the Mayor, the Program Coordinator, RABAC, or the Town Commission. Rather, it is the intention of the Town Commission that Inglis area residents are encouraged to participate in their Community Center by volunteering time and effort in the planning and implementing of not-for-profit programs and events that are deemed to be of interest and benefit to the general population.

Area residents may approach the Program Coordinator, the Mayor or RABAC representative with a proposal and plan of action for a suitable activity. The Program Coordinator, Town Representative and/or RABAC will determine the appropriateness and feasibility of the proposed activity, and verify the status of insurance requirements prior to their approval. After all information is collected, the final decision will be with the Program Coordinator.

When the above criterion has been satisfactorily met, the activity may be scheduled and developed by the volunteer group according to the approval plan.

It should be noted that although activities and events approved by the Town Commission as "Town Sponsored" are generally not subject to "Special Event" insurance requirements, they are subject to the terms, conditions and exclusions of the Town's FMIT insurance coverage with Florida League of Cities.

However, the renter shall be advised, in writing on the "Short Term Contract or Long Term Contract" form, that should the building be left in an unsuitable condition by a group at any time, an appropriate clean-up fee shall be imposed and further use of the building by that group will be re-considered by the Town Commission. The applicant shall also be requested to review and sign a copy of the Rules and Regulations governing the use of the building with each party retaining a copy.

**Inglis Community Center  
Policy and Procedure  
II. Town Sponsored For Profit Events**

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It shall be the policy of the Town of Inglis to permit and encourage use of the Community Center for the presentation of Instruction Courses and Classes of various types to all Inglis are residents, according to the following procedure:

An instructor may approach the Program Coordinator or a RABAC representative with a suggestion for a course or class. Or, a number of residents may express interest in a particular activity to the Program Coordinator or RABAC representative and all attempts to recruit an interested and available instructor for that activity, by community networking or public notice, etc will be taken.

When an instructor has become available, it shall be determined if the instructor will be volunteering their time or if they requirement payment for their services. If the instructor is willing to volunteer their time to teach and is receiving no income from the classes, there will be no rental fee. If the instructor will collect revenue for teaching a class or by selling supplies for profit, then an hourly rental fee will be imposed, along with a security deposit.

In order to keep activities affordable for the town's residents, a for-profit instructor can earn no more than \$50 per student, per each six week period. If an instructor requires a higher payment, this will need to be determined on a case by case basis.

**Note:** Some activities in the category may involve physical activity considered to be at higher risk for insurance purposes. This question must be resolved, and proof of insurance, if required, shall be obtained by the Program Coordinator prior to scheduling.

When that requirement has been assured, the Town of Inglis (the Mayor or the President of the Town Commission, Program Coordinator or Town Representative) shall enter into a signed agreement on the appropriate form for short term or long term use (copy attached). The applicant shall be requested to review and sign a copy of the Rules and Regulations governing the use of the building with each party retaining a copy.

The class or course is then placed on the Community Center Calendar by the Program Coordinator, Mayor, Town Representative or RABAC, and advertised to the public for official registration. Registration and notification of the supplies needed will be the responsibility of the instructors. Advertising in the form of press releases shall be sent to local newspapers upon approval from the Program Coordinator or Town Representative and may be written by the instructor, a RABAC representative, Program Coordinator or Town Representative.

There will be no specific rental fee charged for this use of the building and no security deposit will be required if the instructor is working on a volunteer basis. However the instructor will receive a copy of the Rules and regulations governing the use of the building which state that should the building be left in an unsuitable condition at any time, a clean-up fee shall be imposed and continuing use of the building by that Instructor/Class will be re-considered by the Town Commission. This form shall be signed by the instructor, with each party retaining a copy.

**Note:** The scheduling and administration of a class or course of activity expected to continue for an indefinite period of time will be based on an hourly rental rate. This category is discussed in Policy and Procedure Statement IV (attached).



Once the class has been scheduled in the community calendar and advertising has been placed, payment shall be due to the Inglis Town Hall for one month payments in advance. I.E. If the instructor has indicated that the class will be one night a week for two hours a night, the rate at \$10.00 per hour would be \$20.00 weekly. Then checking with the calendar, determine how many times this activity will be performed within a month's time. With a normal four week month, a payment of \$80.00 would need to be paid by the instructor. All payments will be made a month in advance and are due on the first of every month and will need to be made in Town Hall by cash or check. If a class should end, a request for reimbursement for the remainder of the month's payment will need to be requested in writing. Please allow 30 days for the reimbursement of such funds to be made available.

The final approval on For Profit activities and events shall rest with the Program Coordinator. This decision will be made on a case by case basis.

**Inglis Community Center  
Policy and Procedure**

**III. Private Party Rental**

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It shall be the policy of the Town of Inglis to extend permission for the rental of the Community Center building according to the following procedures:

The Community Center shall be available for rental by private individuals, groups and non-profit organizations on an occasional basis, at an hourly rate specified by the Town Commission, for Special Events such as dinners, meetings, wedding receptions, family reunion, etc. Special Event insurance coverage shall be required for Special Event Rentals, is discussed in the Fee Schedule and Insurance Requirements (attached, page 13).

The Program Coordinator shall obtain from the applicant a completed "Short Term Contract" form (copy attached), bearing the signature of a responsible party prior to distributing the key to the building, the Program Coordinator, Mayor or Town Representative shall collect the security deposit and required Insurance costs (if any), and the applicant shall be requested to review and sign a copy of the Rules and Regulations governing the use of the building with each party retaining a copy.

The rental cost will be collected at the time the "Short Term Contract" has been submitted along with the security deposit for the event. The next business day after the date of the event, the key to the community center will need to be returned and the security deposit will be refunded after a satisfactory inspection of the premises.

Note: The waiver of rental fee and/or Special Event insurance coverage shall be at the discretion of and by mutual agreement of the Program Coordinator and the Mayor or the Town Commission.

**Inglis Community Center  
And Inglis Town Hall Meeting Room  
Fee Schedule and Insurance Requirements**

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**Short Term Use**

**Private Parties (birthdays, weddings, graduations, funerals, etc...)**

- ❖ \$100.00 per day usage fee
- ❖ \$100.00 refundable security deposit
- ❖ \$50.00 refundable kitchen deposit
- ❖ \$25.00 if extra evening or morning is needed for setting up or cleaning

**For Profit Business Meeting or Class**

- ❖ \$50.00 refundable kitchen deposit
- ❖ \$100.00 refundable security deposit
- ❖ \$200 per day rental fee

**Classes, Activities or Informational Meetings with paid instructors with one time only**

- ❖ \$100.00 refundable security deposit or proof of \$xx amount of dollars in insurance
- ❖ \$50.00 refundable kitchen deposit
- ❖ \$10.00 per hour rental fee

**Government Agency**

- ❖ \$100 per day rental fee

**Insurance Requirement**

- ❖ Insurance requirement, if any, should be checked with FMIT

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**Long Term Use**

*Long term users will need to sign a contract as to how long they plan their functions to go on up to a one year period. Contracts will need to be completed yearly. Security deposits will be refunded as long as no damage or cleaning has needed to be done during the course of this contract. Security deposits can be rolled over from year to year as long as there has not been a rate increase. Security deposits do not accrue interest.*

**Non-Profit Community Clubs and Organizations**

*(Girl Scouts, Boy Scouts, Coast Guard Auxiliary, 4-H etc...)*

- ❖ \$50.00 security deposit refundable
- ❖ *No rental charges as long as there is not a paid function on same day or time. If there is a paid function, their meeting will need to move their meeting date and time.*

**Classes, Activities or Informational Meetings with volunteered instructors**

- ❖ No rental charge

**Classes, Activities or Informational Meetings with paid instructors**

- ❖ \$50.00 refundable security deposit or proof of \$ xx of dollars in insurance
- ❖ \$10.00 per hour rental fee

**Government Agency**

- ❖ \$10.00 per hour rental fee

**Insurance Requirement**

- ❖ If special event insurance is required, the premium amount to be determined by the insurance company on a case by case basis.

*Fee structure subject to change without notice by the Inglis Town Commission*

## Proposed Inglis Community Center Short Term Contract

Name of person or business: \_\_\_\_\_

If business, contact person's name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Requested Date of Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Will the kitchen area be used? \_\_\_\_\_

Security Deposit Total: \_\_\_\_\_

Key Deposit Total: \_\_\_\_\_

Amount to be refunded: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

The above has agreed to rent the Inglis Community Center for the purpose stated. It is agreed that the above party (s) will be inside the Inglis Community Center only during the times requested for use with time allowed for pre event and post event inspection. It is the responsibility of the above party(s) to notify Inglis Town Hall of any pre-existing damage or cleaning that needs to be done before your event.

No damage or destruction will be done to the Inglis Community Center. If damage or destruction does occur, the above party (s) agrees that the security deposit will not be refunded. If damage or destruction has occurred over the amount of the security deposit, the above party (s) agrees to pay all damages and any fees incurred with getting such damage repaired. This includes, but is not limited to, professional repairs, construction cost, and replacement of materials, legal fees and collection costs.

The Inglis Community Center will be cleaned by the above mentioned party(s) or their agents at the end of their event and returned to the condition in which the center was in before their event. This includes all areas inside and out of the Inglis Community Center. If cleaning has not been completed or has not been attempted, the party (s) above agrees that the security deposit will not be refunded. If cleaning is needed that will go over the amount of the security deposit, the above party (s) agree to pay all costs or fees incurred with cleaning the center.

It is the right of the party(s) mentioned above to appeal a decision on damage or cleaning charges.

In the event of an emergency, the Inglis Town Commissioners have the right to cancel this contract without notice. Every attempt will be made to notify the above party(s) with as much notice as possible.

Cancellation of event by party(s) listed above will be accepted up to one week before the event with a full refund. Cancellations with less than one weeks' notice forfeit their rental fee. The security and key deposits will be refunded.

**Inglis Community Center  
And Inglis Town Hall Meeting Room  
Rules and Regulations for Use  
Effective 11/24/98**

1. No person under the age of 21 may reserve the facilities.
2. Facilities will be reserved on a first-come, first-served basis. Phone reservations will be accepted, but must be followed up with a signed request at Town Hall within 25 hours, or on the next business day.
3. Security deposit and rental payment will be collected at the time of the application for use of the building.
4. No smoking or alcoholic beverages permitted.
5. No pets permitted, except where required to assist a handicapped individual.
6. No tape, tacks, or any objects that penetrate or stick to the walls are permitted.
7. No equipment, including tables and chairs, may be removed from the facility.
8. Care should be taken when moving tables and chairs so as not to mar the floors.
9. The building must be clean and left in the same condition as it was found prior to the event; tables, counters and appliances wiped clean, floors swept and mopped.
10. All doors must be secured before leaving the premises.
11. All lights, fans, and air conditioners must be turned off prior to vacating the premises.
12. Trash and garbage removal shall be the responsibility of the users.
13. Please notify Town Hall of any failure or damage to equipment or facility.
14. Any security deposit that has been collected will be returned after the facility has been inspected by a Town Employee, and upon return of the key to Town Hall.

I, \_\_\_\_\_, have read and understand the above rules and agree to forfeit my deposit of \$\_\_\_\_\_ in the event that I do not return the key to the Inglis Community Center or fail to clean up after usage. I understand that an additional **\$125.00** will be charged for the key replacement and additional fees assessed for the hiring of a cleaning person. On behalf of myself and the organization in which I represent, I do hereby release and agree to defend, protect, indemnify and hold the Town of Inglis harmless against any and all liability, demands, fines, claims, costs, and expenses including attorney fees, cause of action, and suits which arise in any way from the use of the facility.

\_\_\_\_\_  
Rental Party Print Name

\_\_\_\_\_  
Town Representative Print Name

\_\_\_\_\_  
Rental Party Signature

\_\_\_\_\_  
Town Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I have returned the key and have inspected the Inglis Community Center and deem it to be in the condition in which it was in before our event.

\_\_\_\_\_  
Rental Party Signature

\_\_\_\_\_  
Date

**Proposed Inglis Community Center  
Long Term Contract**

Name of person or business: \_\_\_\_\_

If business, contact person's name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Requested Day of Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Time of day: \_\_\_\_\_

Recurrence of event: \_\_\_\_\_

Length of event: \_\_\_\_\_

Expected date of last event: \_\_\_\_\_

Security Deposit Total: \_\_\_\_\_

Key Deposit Total: \_\_\_\_\_

Amount Refunded: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

The above has agreed to rent the Inglis Community Center for the purpose stated. It is agreed that the above party (s) will be inside the Inglis Community Center only during the times requested for use with time allowed for pre event and post event inspection. It is the responsibility of the above party(s) to notify Inglis Town Hall of any pre-existing damage or cleaning that needs to be done before your event.

No damage or destruction will be done to the Inglis Community Center. If damage or destruction does occur, the above party (s) agrees that the security deposit will not be refunded. If damage or destruction has occurred over the amount of the security deposit, the above party (s) agrees to pay all damages and any fees incurred with getting such damage repaired. This includes, but is not limited to, professional repairs, construction cost, and replacement of materials, legal fees and collection costs.

The Inglis Community Center will be cleaned by the above mentioned party(s) or their agents at the end of their event and returned to the condition in which the center was in before their event. This includes all areas inside and out of the Inglis Community Center. If cleaning has not been completed or has not been attempted, the party (s) above agrees that the security deposit will not be refunded. If cleaning is needed that will go over the amount of the security deposit, the above party (s) agree to pay all costs or fees incurred with cleaning the center.

It is the right of the party(s) mentioned above to appeal a decision on damage or cleaning charges.

In the event of an emergency, the Inglis Town Commissioners have the right to cancel this contract without notice. Every attempt will be made to notify the above party(s) with as much notice as possible.

Cancellation of event by party(s) listed above must be submitted in writing to the Inglis Town Hall.

**Inglis Community Center  
And Inglis Town Hall Meeting Room  
Rules and Regulations for use**

1. No person under the age of 21 may reserve the facilities.
2. Facilities will be reserved on a first-come, first-served basis. Phone reservations will be accepted, but must be followed up with a signed request at Town Hall within 24 hours, or on the next business day.
3. Security deposit and rental payment will be collected at the time of application for use of the building.
4. No smoking or alcoholic beverages permitted.
5. No pets permitted, except where required to assist a handicapped individual.
6. No tape, tacks, or any objects that penetrate or stick to the walls are permitted.
7. No equipment, including tables and chairs, may be removed from the facility.
8. Care should be taken when moving tables and chairs so as not to mar the floors.
9. The building must be clean and left in the same condition as it was found prior to the event; tables, counters and appliances wiped clean, floors swept and mopped if necessary.
10. All doors must be secured before leaving the premises.
11. All lights, fans, and air conditioners must be turned off prior to vacating the premises.
12. Trash and garbage removal shall be the responsibility of the user.
13. Please notify Town Hall of any failure or damage to equipment or facility.
14. Any security deposit that has been collected will be returned after the facility has been inspected by a Town Employee, and upon return of the key to Town Hall.

I, Tom Burton, have read and understand the above rules and agree to forfeit my deposit of \$ 0 in the event that I do not return the key to the Inglis Community Center or fail to clean up after usage. I understand that an additional \$125.00 will be charged for the key replacement and additional fees assessed for the hiring of a cleaning person. On behalf of myself and the organization in which I represent, I do hereby release and agree to defend, protect, indemnify and hold the Town of Inglis harmless against any and all liability, demands fines, claims, costs, expenses including attorney's fees, cause of action, and suits which arise in any way from the use of the facility.

✓ G. Scott Gayer  
Rental Party Print Name  
✓ [Signature]  
Rental Party Signature  
10-12-2021  
✓ 10-12-2021  
Date

Cery A Logeman  
Town Representative Print Name  
[Signature]  
Town Representative Signature  
10/20/21  
Date

I have returned the key and have inspected the Inglis Community Center and deem it to be in the condition in which it was in before our event.

\_\_\_\_\_  
Rental Party Signature

\_\_\_\_\_  
Date

**Inglis Community Center  
And Inglis Town Hall Meeting Room  
Rules and Regulations for use**

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13. Please notify Town Hall of any failure or damage to equipment or facility.
14. Any security deposit that has been collected will be returned after the facility has been inspected by a Town Employee, and upon return of the key to Town Hall.

I, \_\_\_\_\_, have read and understand the above rules and agree to forfeit my deposit of \$\_\_\_\_\_ in the event that I do not return the key to the Inglis Community Center or fail to clean up after usage. I understand that an additional **\$125.00** will be charged for the key replacement and additional fees assessed for the hiring of a cleaning person. On behalf of myself and the organization in which I represent, I do hereby release and agree to defend, protect, indemnify and hold the Town of Inglis harmless against any and all liability, demands fines, claims, costs, expenses including attorney's fees, cause of action, and suits which arise in any way from the use of the facility.

\_\_\_\_\_  
Rental Party Print Name

\_\_\_\_\_  
Town Representative Print Name

\_\_\_\_\_  
Rental Party Signature

\_\_\_\_\_  
Town Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I have returned the key and have inspected the Inglis Community Center and deem it to be in the condition in which it was in before our event.

\_\_\_\_\_  
Rental Party Signature

\_\_\_\_\_  
Date



## USE OF NON-YMCA FACILITIES AGREEMENT

It is the policy of the YMCA of the Suncoast, hereafter referred to as the "YMCA," to expand and decentralize selected program activities and services through the use of community and/or privately owned sites and facilities. When this occurs, a written agreement will be executed.

NAME OF OWNER/LESSOR: Inglis - Town of  
hereafter referred to as "OWNER/LESSOR."  
ADDRESS: 137 Highway 40 W  
CITY: Inglis STATE: FL ZIP CODE: 34449

The undersigned, OWNER/LESSOR agrees to provide the following facilities:

to the YMCA during the hours of varies for the purpose of conducting Group Exercise Classes in conformity with the policies of the YMCA of the Suncoast, and in compliance with the applicable local, state, and federal laws and regulations. This agreement shall be in force from Jan 1, 2022 to Dec 31, 2022 with an option to renew for a period of 1 year.

It is agreed that the OWNER/LESSOR will provide or make available: a telephone for emergencies, sanitary facilities, and storage space. The space may be used for medical and emergency service. It is further agreed that there will be full Fire Code compliance by both the OWNER/LESSOR and the YMCA. Fire extinguishers are located as follows: (1) Kitchen, (1) Stage, (1) Main room - check and will be maintained and serviced at least annually by the FIRE DEPT, SOFT AWAY OWNER/LESSOR.

N/A When a pool is being utilized, OWNER/LESSOR represents and hereby warrants that the swimming pool that is the subject of this agreement conforms to the requirements of The Virginia Graeme Baker Pool and Spa Safety Act (Act), 15 USC 8001, et. sec., effective December 20, 2007. Documentation or certification of compliance required.

The facilities will be cleaned daily and routine maintenance functions performed by Town of Inglis

The YMCA does/does not have the right or responsibility to make physical modifications, improvements, or alterations to the facility without the approval of the OWNER/LESSOR.

The OWNER/LESSOR will provide the YMCA with a Certificate of Insurance naming the YMCA as additional insured.

The YMCA of the Suncoast, Citrus Memorial Health Foundation Branch shall indemnify, defend, and hold harmless the OWNER/LESSOR and all of its departments, officers, employees, and directors from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death, or damage which may happen during the time period covered by this Agreement for services under the administration, direction, or supervision of the YMCA. The YMCA shall defend any actions or suits brought against the OWNER/LESSOR by reason of the YMCA's failure or neglect in complying with any of the conditions and obligations of this

USE OF NON-YMCA FACILITIES AGREEMENT

Agreement or any tort or any other liability arising out of actions, inactions, or omissions of the YMCA or any of its agents or subcontractors, including claims made by the employees of the YMCA against the OWNER/LESSOR and the YMCA hereby waives its entitlement, if any, to immunity under Florida Statutes Section 440.11. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability OWNER/LESSOR may have under the Florida Constitution, United States Code, Florida law or Statutes.

OWNER/LESSOR shall indemnify, defend, and hold harmless the YMCA and all of its departments, officers, and employees from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind of nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death, or damage which may happen during the time period covered by this Agreement solely resulting from the negligence or other torts committed by the OWNER/LESSOR. The OWNER/LESSOR shall defend any actions or suits brought against the YMCA by reason of the OWNER/LESSOR's failure or neglect in complying with any of the conditions and obligations of this Agreement or solely resulting from the negligence or other tort committed by the OWNER/LESSOR or any of its agents or subcontractors, including actions or suits filed by the employees of the OWNER/LESSOR against the YMCA. The OWNER/LESSOR hereby waives its entitlement, if any, to immunity under Florida Statutes Section 440.11. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability under Section 768.28.F.S.

The OWNER/LESSOR will permit the display of a sign:

"Lery County YMCA PROGRAM" while YMCA activities are in progress.

The YMCA will recruit, schedule and register all participants, maintaining a roster with name, address, and telephone number of participants on site and at the YMCA office.

The YMCA will provide the OWNER/LESSOR a Certificate of General Liability Insurance naming the OWNER/LESSOR as additional insured for losses arising out of the negligence of the YMCA.

The YMCA will secure parent/guardian release/consent forms for each participant with copies maintained at the site and the YMCA.

The YMCA will recruit, train, and supervise program/activity leaders, instructors, and supervisors with a ratio of 1 per 20 participants.

The YMCA will prohibit smoking, the consumption of alcoholic beverages, and/or illegal drugs during all YMCA sponsored activities.

YMCA Executive Director requesting agreement

Tam Buttan

[Signature]  
President/CEO YMCA of the Suncoast

[Signature]  
Property Owner/Agent

10-28-2021  
Date

11/1/2020  
Date

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\_\_\_\_\_ and will be maintained and serviced at least annually by the OWNER/LESSOR.

*N/A*  
When a pool is being utilized, OWNER/LESSOR represents and hereby warrants that the swimming pool that is the subject of this agreement conforms to the requirements of The Virginia Graeme Baker Pool and Spa Safety Act (Act), 15 USC 8001, et. sec., effective December 20, 2007. Documentation or certification of compliance required.

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The OWNER/LESSOR will provide the YMCA with a Certificate of Insurance naming the YMCA as additional insured.

The YMCA of the Suncoast, Citrus Memorial Health Foundation Branch shall indemnify, defend, and hold harmless the OWNER/LESSOR and all of its departments, officers, employees, and directors from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death, or damage which may happen during the time period covered by this Agreement for services under the administration, direction, or supervision of the YMCA. The YMCA shall defend any actions or suits brought against the OWNER/LESSOR by reason of the YMCA's failure or neglect in complying with any of the conditions and obligations of this

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YMCA Executive Director requesting agreement

Tam Buthan

[Signature]  
President/CEO YMCA of the Suncoast

\_\_\_\_\_  
Property Owner/Agent

10-28-2021  
Date

\_\_\_\_\_  
Date

Client#: 1623731

YOUNGMEN6

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                     |                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br><b>USI Insurance Services, LLC</b><br><b>2502 N Rocky Point Dr Ste 400</b><br><b>Tampa, FL 33607-1421</b><br><b>813 321-7500</b> | <b>CONTACT NAME:</b> Jessica Gonzalez<br><b>PHONE (A/C, No, Ext):</b> 813-320-0179<br><b>E-MAIL ADDRESS:</b> Jessica.Gonzalez@usi.com<br><b>FAX (A/C, No):</b>                                                                                    |
| <b>INSURED</b><br><b>Young Men's Christian Association of the Suncoast, Inc.</b><br><b>2469 Enterprise Road</b><br><b>Clearwater, FL 33763</b>      | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Church Mutual Ins Co <b>NAIC #</b> 18767<br><b>INSURER B:</b> Zenith Insurance Company <b>13269</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                     | ADDL SUBR INSR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | 034471502248430 | 09/01/2021              | 09/01/2022              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COM/OP AGG \$1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     |                    | 034471509247760 | 09/01/2021              | 09/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10000                                                                                                   |                    | 034471581248433 | 09/01/2021              | 09/01/2022              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000                                                                                                                                                                              |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH) N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                   |                    | Z831447629      | 07/01/2021              | 07/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 137 Hwy 40 W, Inglis, FL 34449

Exercise class operations are covered. Subject to the terms and conditions of the policy.

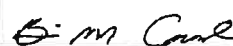
## CERTIFICATE HOLDER

## CANCELLATION

Inglis Community Center  
 Town of Inglis  
 137 Hwy 40 W  
 Inglis, FL 34449

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# TOWN OF INGLIS COMMISSION MEETING AGENDA REQUEST FORM

All persons requesting items to be placed on the Agenda for the next Regular Town Meeting must fill out an AGENDA REQUEST FORM and turn it into the Town Clerk along with any related materials. This will be accepted until NOON Tuesday one week prior to the Commission Meeting.

**\*\*ALL REQUESTS ARE SUBJECT TO REVIEW BY THE TOWN CLERK PRIOR TO PLACEMENT ON THE AGENDA\*\*\*\***

NAME: ~~Comm Tetter~~ John Mac Donald

DATE REQUESTED: 11/30/22

DATE OF MEETING: 12/13/22

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

Discuss Andrew Casto Back Pay

Cary Zogger  
SIGNATURE

     RELATED MATERIALS PROVIDED TO TOWN CLERK

## TOWN OF INGLIS COMMISSION MEETING AGENDA REQUEST FORM

All persons requesting items to be placed on the Agenda for the next Regular Town Meeting must fill out an AGENDA REQUEST FORM and turn it into the Town Clerk along with any related materials. This will be accepted until NOON Tuesday one week prior to the Commission Meeting.

**\*\*ALL REQUESTS ARE SUBJECT TO REVIEW BY THE TOWN CLERK PRIOR TO PLACEMENT ON THE AGENDA\*\*\*\***

NAME: Sue Sims

DATE REQUESTED: 12/01/2022

DATE OF MEETING: 12/13/2022

PLEASE BE SPECIFIC AS TO THE REQUEST TO BE CONSIDERED:

Discuss improvements to Commission Room -

Landscaping

Overall appearance of Town Hall

Muni Bldg.

IRC - discuss guidelines

SIGNATURE

RELATED MATERIALS PROVIDED TO TOWN CLERK



# GILLIGAN, ANDERSON & PHELAN, P.A.

ATTORNEYS AT LAW  
1531 SE 36TH AVENUE  
OCALA, FLORIDA  
34471

PATRICK G. GILLIGAN  
CHRISTOPHER A. ANDERSON  
WILLIAM H. PHELAN, JR.\*  
GWENDOLYN PASTEUR WILLIAMS  
VICTORIA CORTEZ  
SYDNEY M. SIMMONS  
\*Of Counsel

TELEPHONE (352) 867-7707  
FACSIMILE (352) 867-0237  
www.ocalalaw.com  
email: canderson@ocalalaw.com

December 6, 2022

VIA EMAIL AND CERTIFIED MAIL  
RETURN RECEIPT NUMBER: 7021 0950 0000 8508 7840

Mayor Michael Andrew White  
c/o Town Clerk  
P.O. Drawer 429  
Inglis, Florida 34449  
townclerk@townofinglis.org

Dear Town Commissioners:

On May 4, 2021, I entered into an agreement to provide legal services to the Town of Inglis as the Town's Attorney for a term of May 1, 2021 to May 1, 2023. After careful consideration, I have decided not to reapply to continue serving in the same role when my term ends. This letter serves as early notice of my intent so that the Commission has ample time to proceed in obtaining other legal counsel to represent them going forward.

I submit this letter with a degree of sadness, as I have genuinely enjoyed getting to know so many of the people here in the Town. People speak plainly here! And there is no question that many of the meetings I have attended have included heated debate over issues critical to the Town's future. Regardless, I have always been honored to serve in the role of the Town Attorney and play a part, as small as it may be, towards conducting the Town's business. Democracy is never easy, and sometimes may not look "pretty." Yet it is an honor to see the work of the people's government first hand, and to see the people of the Town put forward such passion towards creating a brighter future for their community.

Due to a recent shift in my law firm's areas of practice, it has become increasingly clear to me that the Town would be best served by retaining other counsel. But I will always be grateful to have had the opportunity to serve as the Town's Attorney.

With that said, I would like to continue to serve the Town as long as I can to ensure a smooth transition for your new legal counsel. I would also like to provide as much input as I can towards matters you may want to consider in retaining new counsel. Some specific points I'd like the Commission to consider:




- Representing local governments is a very specialized area of law. Given this, I am concerned that, due to current technical limitations, there is no feasible way of having legal counsel appear remotely to attend town meetings. This, I fear, may limit the pool of legal counsel who may be interested in taking the Town as a client.
- Notwithstanding the point above, there is an advantage to seeking counsel with a strong connection to the community.
- Based on a sizable amount of turnover during my tenure, trying to maintain as much continuity as possible is extremely important. This is part of the reason I have given this notice so early. While I will certainly honor my obligation to the Town through the end of next May, I believe that the Town would be best served to have new counsel in place before the upcoming elections in April. This would hopefully mean that the Town Attorney has already become oriented with the Town before the election, so that the Town Attorney could help the Town through any change which may occur.

Again, thank you for the opportunity to represent the Town, and I remain committed to providing whatever help is needed during the next few months so that the Town can obtain competent legal representation moving forward. I continue to believe that the Town's future is bright; particularly with the wonderful staff which the Town has representing it.

Sincerely,

GILLIGAN, ANDERSON & PHELAN, P.A.

  
Christopher A. Anderson