

Town of Pomona Park - Town Council & Public Hearing Meeting Minutes
Tuesday, June 9, 2020 (6pm) This meeting was held VIA TELECONFERENCE. Call 1-888-204-5987 Access Code is 3674654#

Mayor Joseph Svingala presided. Council present were Dr. Robert Warren, Lynda Linkswiler, CarrieAnn Evans, Patricia Mead, James Griffin, and Victor Szatkowski were all present. Attorney Sherar, Clerk Donna Fontana, Treasurer Kelly Krupski were all present.

Mayor Joseph Svingala led in the pledge to the flag. Mayor Svingala called the meeting to order at 6:00 pm and welcomed everyone.

The Mayor asked all council members if they were comfortable with all the notice provisions set forth and these uniform rules of procedures we have established for this virtual meeting? The Mayor took a roll call and it was unanimous that all council approved.

Meeting Minutes:

The Mayor requested approval of the Minutes from 5/12/2020. Councilman Griffin made a Motion for approval of 4/14/20 minutes and it was seconded by Councilwoman Evans. They were unanimously approved.

Unfinished Business:

Treasurer Krupski gave the financial review.

Mayor gave an update on the Recreation Committee stating that he had opened the Community Center last week when the Governor opened up the second phase and within the next 48 hours there was 18 cases within Putnam County. The activities there has over 100 seniors in there through the week, I changed my mind and it is not open until further notice. The parks are open and we put instructions there for them whether they adhere to them or not is another story but they're out there for social distancing, 10 or less in the group and wash your hands. There is no way to monitor that we can just hope for the best. It will be in the paper tomorrow about a kids program at the park outside of the beach and that's being done by Doris. I don't know what she's doing yet, she has the whole thing set up. I hope she's quite successful. Councilwoman Mead asked, what park are you talking about? The Mayor said outside the beach because the beach is not open and can't open until the Health Dept. tells us to. Councilwoman Evans asked is this covered under our liability insurance? The Mayor asked, what is that? Clerk said, anybody using our parks is covered under our liability insurance. Attorney said, it would be best if you could talk to our insurance and ask if they could put her on the policy as an additional insured. You're right, it would be covered because its an event but if they will put her on as an additional insured it would give us a little bit extra protection. Mayor said, well that's ok if she does that but do you realize that's part of the Senior Program? Attorney said, I don't know if the senior program is on there as an additional insured. Anybody that we are having do any of those kind of activities we should just try and get them. Its up to the insurance company whether or not they would add them, but it does 2 things. One is we add them it gives us a little bit extra protection. Second, if we ask and they deny it, at least they know what the activities are that we're doing. Clerk said, I'll call and ask the cost.

Councilman Szatkowski for Road & Streets had nothing to report.

Councilwoman Mead held the June 2020 Tree Board meeting. Our maintenance department has been practicing social distancing as they go about keeping the Town of Pomona Park clean, safe and maintained. The Arbor Day Foundation has recognized our City with a new leaf for the existing plaque which is hanging in the office, celebrating 29 years as a Tree City. We also received a sticker for the sign in front of Town Hall. Bruce and the maintenance dept. have trimmed trees at the Community Center, Mayor's Park and also at the ball field. The plan is to rent a boom lift and begin the trimming project on June 6th and 7th. I anticipate it will take 3 weeks to accomplish. I provided the estimated cost to Mayor Joe and Donna and I have received authorization to spend the maximum cost of \$1400. There was also a note saying that they spent \$2109 for tree cutting/trimming since the last report in March. I'm not sure how much of that \$1400 was or was not included in that amount. Mayor said, Pat I really appreciate the coordination between you and the maintenance dept. There's an awful lot of tree work being done and there's a lot to be done and I'm glad that you're there to work with Bruce. I appreciate it, thank you. Clerk said, Pat, I had sent you an email that they also took down the tree at 201 East Main St. at the owner's expense. M&B Tree is going to try and get out in the next couple weeks to cut down the other dead tree on East Main St. Councilwoman Mead said there is a little red ribbon tied around it, and its pretty obvious that its dead. That concludes the Tree Board meeting and the next one will be in September.

Councilman Griffin for Zoning had nothing to report.

Councilman Warren for Code Enforcement stated that Donna and I decided that until the Corona Virus issue has been settled we would be taking down the ordinance. I did want to mention, Donna put out a couple of letters about burning trash and you have it in your minutes. Nothing more to report.

Councilwoman Linkswiler for Beautification Committee stated that there was a meeting on June 4th at Joyce Svingala's home and we welcomed 4 members. Those are June Pinkham, Carolyn Thompson, Joyce Svingala has agreed to come back and be a member. We are not going to work her to death like she did before, but she will be a voting member. Joe Svingala Jr. has been a lot of help in the kitchen and we made him a member. Yvonne Munn who was the Vice President has agreed to be the President for now and the Vice President will be Carolyn Thompson and the Treasurer will be Joyce Svingala. We approved \$350 to update the flowers at Town Hall. I hope some of you have gotten to see them. The mulch was added to stop some of the mud from splashing up on the boxes and the sidewalk. I wanted to ask if the city would consider putting a gutter up for that purpose? Clerk said, I will get an estimate on that and bring it before the Council. Councilwoman Mead asked that we make the estimate for commercial gutters. Clerk said, yes ma'am. Councilwoman Linkswiler said, in case anyone asks what was done with the flowers that was removed from the boxes, I'm going to transplant as much as I can over at the Community Center and I think they'll be a little money left out of that \$350 to add some more flowers around the flag pole and the flower box under the Community Center sign. The other thing I wanted to bring up was about the sign. It is rotting and falling apart and I wanted to ask if the Town consider that to be their responsibility or should I ask Beautification to consider paying for a new sign for the CC? Councilwoman Mead asked, do you have a lot of money to spend? Councilwoman Linkswiler said, we have a sizable amount of money and I would think that would be Beautification. I don't have the latest figure, but I know at one time we had \$10,000 so I'm thinking we didn't make as much money at last year's Yard Sale and breakfasts have been

tapering down. I'm not sure what the balance is right now. Maybe Kelly can tell us that. Councilwoman Mead asked are there other things you are thinking about doing with this money? Councilwoman Linkswiler said no, if the Town would like Beautification to buy that sign and the Town can't afford to do it anytime soon then I would want to get Beautification to get it taken care of because it looks very unsightly. Councilwoman Evans said, I think it was in the budget last year for sign repair or replacement. Mayor said, I think you're right. Clerk said, that was not identified as a budget item for this year but I'm sure it won't be that much. We've had this discussion before and we were going to see if Bruce could cut the wood for the new sign and then we could have Richard Cooney do the lettering for the sign. Is that still something that we want to look at? Mayor said, that would be the least expensive was of doing it. Lynda said, yes that would be good if Bruce can cut some wood for it and then Mr. Cooney, and we could even paint it white and then Mr. Cooney could do the lettering. The flower box is not rotted. I want to change the color because it gets all the mud on it and then put flowers in it. We are going to do that out of the Beautification budget. Mayor said, we will ask Bruce to look at that and from there we will get an estimate from Richard Cooney to reestablish whatever writing is currently on there and then Donna will report to you what the estimate is and we'll go from there. We tentatively hope to restart the breakfasts in September. Mayor said, I'd like to give a shout out to you Lynda, for all the work you did out here in front of the building it looks absolutely gorgeous. I saw you out there and it looks like you'd been out in the field for 3 days without coming in. It was to the point, and Donna was here, I asked Bruce to keep an eye on Lynda and if she's doing something too heavy please go help her. I would like to give a shout out to Judy Szatkowski, thanking her for everything she did as the President of the Beautification. It was really, really a good job and the committee really moved forward with some great ideas. Thank you Judy. Councilman Warren asked about the electronic signage and wants to make sure that we consider that for the future. Clerk said, it is in our current budget for Town Hall, however, we decided with the uncertainty of what's going on with Covid-19 and resources we just weren't sure what was going to happen with tax payers. We decided we are not going to do it right now but I will carry it over into next year's budget just in case we decide to do it next year. Just because its in the budget does not mean that you have to. I told the Mayor last week when we were talking, we really have to get it. I hate to bring age into the fact but when I have to do that sign board by myself, my back kills me. I can't do it by myself when we've got a lot of lettering to put up. Mayor said, we are going to have some special meetings coming up and I think we should bring up any ideas that anyone on the Council have for next year's budget so we can get an early start on this. We don't know what our income is going to be but don't keep that as your main consideration because whatever we put in the budget we do not have to spend but if its not in there, and we have the money, we can't spend it. That's good stuff.

Guest Speakers:

Cathy Sheffield was present to discuss her request for the Perry Street land swap. Mayor said, we went through this in 2017 when John was our Mayor and we had a unanimous vote on the Council to go forward but things after us kind of fell apart a little bit. Between the other parties, they have gotten together and have settled the differences and everything is going forward. Donna sent out updates. Five of us on this Council were here in 2017, 2 were not, Councilwoman Lynda and Councilman Jim. So, anybody has any questions for Cathy Sheffield. She is sitting here and more than willing to answer them. Attorney said, I'm not sure if I should say something now or wait till the special meeting. Mayor said, well either way its only going to

be you and me when it comes up. You know that. Attorney said, I don't know why its going to be you and me but. Mayor said, well because it was you and me last time and it'll be you and me this time. Clerk said, Craig I think you should go ahead, if you're going to bring it up bring it up now so that way once we get ready for the Ordinance meeting people will be ready to make a decision. Attorney said, I'm going to present many matters to deal with the legal relationship that's going on because the situation with Perry St. has the deed, it has the location outside of the deed. I don't want anybody to interpret what I'm about to say as being any kind of indication one way or the other about what you should do. I'm just providing the legal basis for it so that you've guys can make an informed decision. This is strictly a policy matter to be decided by the Council. I think you need to understand the legal relationship that exists and some of the background of some of the things that have been going on. We're going to have to have a special meeting because we cannot convey town property without an Ordinance. Briefly, as y'all recall, Perry St. is only partially where it is supposed to be. There was a deeded right of way given to the Town. Unfortunately, when it was actually built, if you're driving down Perry St. from Broward, and you make a left. The deeded right of way is a 90° turn but there's actually a curve there and the curve encroaches on the Hills Hardware property. Then instead of going up to the down the right of way to US27, it kind of cocks a little bit to the right. The law in the state of Florida is that if a property has been maintained as a public right of way for a period of 5 years or more, the governmental agency that has been maintaining the right of way for a period of 5 years or more has a right to claim the property by adverse possession. We have done nothing to legally recognize that other than the fact that we're doing it. If the abutting property owners, which in this case are Krupski and Hills Hardware, would not willingly recognize the right of wat boundary where the road is, we would have to go to court and there would be litigation which is called a Quiet Title action and the court would decide whether or not our claim was valid. I of course feel that our claim is valid and it's been my position the whole time that we have a valid claim. Essentially, what we have at the intersection of Perry St. and US17, we have an extra wide area which I believe the Town has control over as a result of a, deed of right of way and b, the adverse possession right of way. Something that's kind of different in this whole process is part of the Hills Hardware property goes across Perry St. and I don't know if anybody had a chance to go out and see where the markings are. I believe Cathy paid to have the surveyor go out and put the lines, but part of her property goes into where the turn around is for the Pizza place, Krupski's pizza place. Now, the thing that started this is that Hills has decided they want to do an extension of the building, actually knock down a building that's there and go to a bigger building. Which is going to be, I don't know exactly what it is because the plans haven't been submitted yet but, in the vernacular its what we call a red iron building which is not a pre-fabricated building but the building is basically constructed offsite, all the pieces and it comes in as a kit and gets assembled onsite. One of the things that hasn't happened as best I know and maybe it happened this afternoon, was in order to get a building permit, Hills would need to have submitted a site plan to ensure that the building that they want to build will in fact meet all of the zoning requirements and apparently one of the issues was whether or not it would or would not be inside the set back of the Town's deeded right of way. We have not gotten a site plan and without that I could not opine whether or not it does or does not meet that requirement. There is a contract that has been proposed by Hills attorney, he and I have been talking. There's 3 areas that are of concern which and I don't know how many of you have been given this but it should be distributed as quickly as possible. There are 2 places, paragraph 4 and paragraph 8, that calls for the Town to pay for the cost of the survey. You would need to look at that and if

the Ordinance, the contract would be submitted. If anybody wants to voice any opinion at this time it would be non-binding, but I would discuss it with Hills attorney. He and I have been discussing this with each other and he and I have a good working relationship. To let him know that this may be an issue, Cathy may be able to address that now. There is another issue in paragraph 3 which is curing the defect, which Mr. Isaacs put it in there but it probably, under the situation, I mean its kind of a standard clause that he put in there but under the situation it probably doesn't really fit. If there are title defects and it's my understanding that Hills is going to get a title policy, those defects in our property would be listed the way its currently listed, we would be the ones that would be responsible to cure it or she could accept it with the defects. I would suggest that we do not commit ourselves to cure any defects. If there are any defect, they would need to cure them themselves. The other issue is in paragraph 10, it says that we would convey the property by Warranty Deed. Given the status of the property, the road being out beyond the deeded right of way and the rest of that, I don't think that we should give a Warranty Deed. We should just go ahead, if we're going to do this and do a Quit Claim Deed. Clerk agreed. Attorney said, that's my presentation if anybody has any questions, I will answer them now. Clerk said, the agreement that Craig is referring to is one that Cathy's attorney had drawn up and in that one paragraph where it says that the Town will pay for the survey. Cathy ordered that survey and she has received a bill for \$350... Councilman Warren said, we're getting feedback Donna. She is asking that the Council approves to pay half of that which is \$175. The reason why I am bringing this to you is because this is not a budgeted item, so I did not feel comfortable as your Clerk to say, Ok no problem we're going to pay it. Also, keep in mind that we are paying for the advertisement of the Ordinance (\$110). I need the Council to decide if you want to pay for half of that survey at \$175? Mayor asked for a Motion. Attorney said, this should come up in the Ordinance meeting. I don't know who's gotten a copy of the contract but if ya'll were taking notes, when you see the contract, that way you'd be prepared in advance because we can make changes at the first reading and then get the final approval at the second reading as opposed to doing it at the second reading. Clerk said, we can't approve the Ordinance at the first reading without approving the agreement. Attorney said, whatever agreement Cathy wants to present would be the first reading and we're entitled to make amendments to it and then the issue is whether or not they would be substantial amendments which would require something more than a second reading. The kind of things that I spoke about for instance curing the title in paragraph 3, cost of the survey in paragraph 4, cost of the title commitment in paragraph 8 and the Warranty Deed in paragraph 10, I don't think would be material to require us to go to a 3rd reading. Mayor asked, Craig, why can't we just agree on the 50/50 at least for the survey and we're not looking at that at a future meeting? Put it behind us. Attorney said, because it has, you could do it as a straw ballot and then, either I or Cathy could notify Mr. Isaacs that upon polling the commission, these are the things the commission would like to see and he could put them in there and then they'd be in for the first reading, but we could not do something like that that's binding because its and integral part of the disposition of the property. Councilwoman Mead asked who has a copy of the contract. Clerk said, I do and I will email it out to all of you. There were things that Craig and I discussed that should be changed and then he found more things, good job Craig. One of the things that I thought is that the contract should be contingent upon the passing of Ordinance 2020-5. The reason why I wanted that is because I thought the Council would want to see both parties sign that agreement before they approved the Ordinance so it shows you that they both actually are in agreement with it. Attorney said, as a follow up to what Donna was just saying, Kelly if you have some insight into this or if I say this

wrong please correct me. Its my understanding that Krupski's are waiting for the Town to sign this before they will sign it. Clerk said, but the Town can't sign it until they approve the Ordinance so that's why I was putting the contingency in there so that Becky and Kelly would feel comfortable that it won't be binding unless we approve the Ordinance. Mayor said, that's the smart way. Councilwoman Evans said, I'm not real comfortable for us paying for the survey. This opens up a can of worms where if we have business with somebody else in Town, everybody and their brother is going to want us to pay half of the survey. If we do it for one we are going to have to do it for everyone. Cathy said, I understand what you're saying but the entire process is a direct result of mistakes made by prior Council members and we were not aware that we had 40' enclosed inside our yard until 3 years ago. It really hasn't been an issue until we approached the Town about getting a building permit to put a new iron building up. So we are really trying to work with the Town to correct an error from Council years ago so I think the least this Council can do is help us cover the cost. We are willing to do what we need to do but I need some help here in costs, because we are forking out, by the time this red iron building is bought, concrete poured, installed, racks built, we are looking at \$70,000, a major investment here. That's our position from Hills Hardware. Councilman Warren said, let's not be penny wise and pound foolish. For \$150 to keep this process moving that's been going on for more than 3 years seems to me that we should keep it moving and \$150 is not enough in my opinion to make a difference. Clerk said, its \$175 just to make sure everyone knows the amount. Attorney said, addressing what CarrieAnn said, this is a contract and every contract should be unique and address the situation that that particular contract is prescribing. It is all negotiable. I understand what you're saying it sets a precedent and then when something happens somebody comes before the Council and says well last time you did it, you did xyz. The real response in the future on something like that, if you go to do it, would really be, that was that contract, and this is this contract. It happens CarrieAnn and happens all the time but my approach on it is, it's a contract and each contract stands on its own merits and what you did on one contract should have nothing to do with another. Its like little kids, once you do it, you let them eat a cookie they want more, but that's only if the Council goes into that. Attorney said, based on Joe's suggestion, somebody make a Motion for a non-binding resolution as to what you guys want to do with the cost of the survey and then a non-binding resolution on whether or not you would give a Quit Claim Deed or a Warranty Deed and a non-binding resolution on whether or not we are going to incur costs on curing any defects and I recommend that you not. I can see that this title policy will have all kind of issues because of the issues with the road being in the wrong place and then based upon those 3 non-binding resolutions I'll go back to Isaac and talk to him about what it should be for the first reading of the Ordinance. Clerk said, that's a lot Craig and I don't think anyone is ready to make a motion for all that. Should that be 1 motion or 3 separate motions? Attorney suggested 3 separate motions and said he would do them 1 at a time and someone would have to make a motion based upon what I stated. Mayor said, let's do that. Councilwoman Mead said, do we need to do this now as opposed to June 18th? Attorney said, it has to be by Ordinance, the only thing I'm suggesting on a non-binding resolution is so that I go back to Isaac and I say, the Town agreed to pay \$175 towards costs and that was on a non-binding resolution and it will be up to Cathy and her attorney to decide what the proposal is they are going to give to the Town. Councilwoman Mead said, I don't want to hold it up for \$175 so I make a Motion that the Town spend \$175 toward the survey. Councilman Warren seconded. Mayor said I will do the roll call as per the motion. Clerk asked if the Mayor wanted further discussion on this Motion? Mayor said, you're right. Councilwoman Linkswiler said, I think it's a small token to give Hills

Hardware for all the inconvenience and problems that they have been through for a mistake that was made by the town years ago. I think yes by all means. Councilman Griffin agreed. Clerk said, the reason I asked for discussion is because the motion is not phrased the way that Craig said it should be phrased. You are now, instead of doing a non-binding agreement you are actually voting on paying it. Attorney said, right but because its going to be on a contract for the disposition of a property, the resolution is going to be a non-bind...its my opinion as the attorney that the resolution is going to be non-binding because it has to be incorporated in the Ordinance which is the contract to dispose of the property. As long as everybody understands it's a non-binding resolution and it will be brought up again. Mayor said, if its non-binding, why are we voting on it tonight? What are we accomplishing? Attorney said, when the Ordinance is brought to y'all next week, it will be in a more final form closer, let me back up. Remember there are 3 people involved in this, Krupski, Hills and y'all. What the other people want to do on this is their responsibility. You guys need to come to a decision on this and Hills needs something fairly soon because as I understand the building is getting ready to come in. Although she's still got a lot of stuff that she's got to do because she doesn't even have a building permit yet and we have not even seen a site plan but to expedite this so we don't go into a 3rd reading, if you guys vote tonight 5-2 to split the survey, I call Isaac and say ok split the survey cost. Now if Hills wants to say, no I want 100% and Isaac submits it to us at 100% it could lead into a 3rd reading. That's their call, they have to decide. Mayor said, we understand that but its not going to go to that because Cathy just sat here and asked the council to go 50%. Mayor asked if anybody else had discussion on this on or outside the council. Mayor took roll call and it was approved with 6 yes and 1 (Warren) abstained. Attorney said, I will advise Mr. Isaac that the Town agreed to pay \$175. Hill and Krupski can come up with whatever they want to come up with. What about curing the defects? If there are any title defects that are attributable to the Town, does the Town want to incur the costs of curing those or leave it that Hills will either cure them or take it with the defect. Councilwoman Evans said, take it as is. Attorney said, I would say that a resolution be moved that the Town not be responsible for curing any title defects. Councilwoman Evans said, yes, I make that Motion. Councilwoman Mead seconded. Clerk said, I want it on the record that we should not cure the title defects. Mayor asked for any further discussion. Councilwoman Linkswiler said, if the cure is something that is the Town's fault why are we totally not responsible for anything? I don't agree with not agreeing to help with anything. Clerk said, from my perspective we are giving away a large amount of land for no price in return. Cathy said, that's not true, you are getting 2 parcels. Clerk said, I don't think we should spend anymore money on it than we have to because when we are doing this land swap, like Craig said in the beginning we could go to court and we could take that land. Its going to cost us, who knows \$10,000 to do that so you probably don't want to do that. All I'm saying is in exchange for that we should not bare the brunt of the cost of it. Cathy said, you are going to be giving us 40' that is within our boundary, our fence line right now but in addition we at Hills Hardware are deeding to you properties across the street over there at Pomona Park Pizza to the Town in exchange for that 40'. Even though monies are not being traded, land is being traded, ok? So, yes, I would like to see the deeds cleared so that don't have any issues. I'm not going to mandate it but I think it is the right thing to do. Mayor asked the attorney to provide any clarification so the Council can vote. Attorney said, any questions they can call me. I know this dates back to when John was Mayor so if you have any questions about things. We don't know how things happened we know more about what happened as opposed to why or how and it has been there for about 70 years and I'll explain that to you. Again, this is a straw vote, what you are voting on

now is non-binding on the Ordinance. Its just to try and truncate the process so if between now and next week you get more information and want to vote different, nobody can sit there and say oh well you voted this way because this is a non-binding resolution. Mayor said, Craig, I'm going to call for a vote would you please explain at this point what the yes and no means, so everybody understands? Attorney said, if you vote yes on the resolution, you are voting that the Town will not contract to cure any title defects that are its responsibility. Mayor said, and the reverse of that is? Attorney said, that if you vote against it then there will be a contract provision that the Town will be required to cure title defects and frankly its such a mess that if we were required to do it, it would probably be costly but its, course you never know what's going to come up in a title report but based upon everything that's happened in the past I do not anticipate that anything will come up that we all, the Town, Cathy, Krupski aren't really clearly aware of because we've been talking about this thing for 3 or 4 years now. I think all of the warts have been talked about. A yes vote means we will not cure any title defects. Clerk restated Councilwoman Evans' Motion to not cure title defects. Mayor took roll call and it was unanimously approved. Attorney said, the final thing is that we would supply a Warranty Deed. I recommend that we only supply a Quit Claim Deed so we don't have to go through the process of cleaning up the title on the encroachments and overlaps. The resolution would be that the Town will only sign a conveyance which is a Quit Claim Deed. I know Lynda knows this, there are 2 kinds of deeds. A Warranty Deed and a Quit Claim Deed. A Warranty Deed is just like that, if we warrant title to the property and down the road something comes up we have the responsibility to cure it so in conjunction with what you just voted, we are just going to give her a Quit Claim Deed which says, whatever interest we have in the property you get it if its good you get it, if its bad you get it. You basically get it as is where is and given the way that this whole thing is developing and that, I would recommend that the Town not be bound to warrant the title. Therefore, the resolution would be that the Town will only give a Quit Claim Deed. Councilwoman Evans made a Motion that the Town will only give a Quit Claim Deed in this agreement. Councilwoman Linkswiler seconded. No more questions, Mayor called the roll call and is was approved unanimously. Attorney said, somebody brought up that our signing the contract will be contingent upon all of the parties agreeing and if all the parties don't agree there will be no contract. Clerk clarified that what she said was that was for the 2 other parties because we are not signing the contract...Attorney said, all of the parties are going to have to sign it because if we are going to do this we are going to have a complete resolution between us and Hills and us and Krupski. Clerk asked how are you going to sign a contract without the Ordinance being approved? If that's the case I have to do a Resolution for him to be able to sign it. Attorney said, that this contract is only binding if signed by all 3 parties. The Ordinance is going to approve a contract that says we will enter into this contract and the contract says this contract will only be binding if all 3 parties agree. We are agreeing to a conditional contract. The Mayor said, Donna you had a suggestion earlier on in this discussion that made it a lot easier. Clerk said, right, contingent upon the Council approving the Ordinance 2020-5. Mayor said, and that's for Krupski & Sheffield so they're comfortable in signing it so we don't have to. They are signing it contingent on us. Clerk said, that's the way I was trying to do it the easy way. Mayor said, that's the easy way. Attorney said, I think you're over thinking it. Just put a clause in the contract that says, this contract, its going to have signature blocks for all 3 parties. They'll be a clause in the contract that says, this contract will only be binding upon all 3 parties to the contract, actually there's 4 parties because you've got the Town, Hardware, Rebecca & Bryan Krupski and Kelly Krupski. There would be a clause in there that simply says, this

contract will only be binding if all the parties recited herein sign the contract so we can sign it and then if they don't sign it, it goes away. Mayor said, I don't see where its contingent when everybody has already signed it. What's contingent? Attorney said, everybody hasn't signed it. As I understand it. Mayor said, no, but you're asking us to. Clerk said, to my knowledge no one has signed it yet. My understanding was that, Becky Krupski was not for signing it until she knew all the other parties were on board, so that's why I was trying to add that contingency just so that the Council will see that all of the other parties involved are in agreement. Now we can approve the Ordinance and move on with it. The Mayor said, I like that. Attorney said, not everybody signs the contract at once, it all gets signed in counterparts. Clerk said, the Mayor cannot sign that contract... Attorney said, he can't sign that contract until there's an Ordinance that says he can sign the contract. Clerk said, right. Attorney said, we are putting together basically a counter proposal. Its kind of an awkward situation but what we're doing, we're in negotiation. We're going to pass an Ordinance that says, we will agree to sign this contract. That contract will then be presented to Cathy and it will be presented to the Krupski's. If one of them says, I want to make a change, I'll sign it but if they make a change its going to have to come back to us again on whatever, a 3rd or 4th reading because it will be different from the contract that we agreed to. I think based upon the negotiations that have taken place, the big thing of which was, everybody is basically agreeing to the swaps. I believe Cathy is paying some money to Becky and the rest of this stuff is the little things that a contract just the details. Am I making sense? Clerk said, well you're making sense to me but I was raised up with attorneys saying, the devils in the details Donna, so the details are what's killing me because I don't feel like they are at a point understanding what's going on to be able to vote on this in order to allow the Mayor to sign that Agreement. That's why I was trying to make it easy and get the other 3 parties to sign it and then we'll sign it as soon as the Ordinance is approved. Mayor said, their signatures are contingent on us, so that way they're comfortable. Attorney said, your Ordinance is going to have to say, we agree to dispose of this property under these terms and conditions so you could, Joe could sit there and write up a contract the way he wants it, give it to everybody else. They can sign it or not sign it, make any changes that they do or don't want to do it. Then it comes back before the Council. If somebody on the Council changes their mind and wants to go into something totally different you're basically starting all over again. Somebody's got to start this process. To a certain degree this is negotiations because Cathy, you know the history Joe. Cathy went to Becky, they had some negotiations back and forth between them, they ever came up with whatever they came up with. Its then presented back to us. I've made the changes that I've suggested. Becky wants to be sure about what she's signing. It gets to be a little awkward, but somebody's got to sit there and go ok guys, this is what it is that we're willing to do. We are really kind of the harder ones to do because we have to do this by committee and it has to be done in a meeting, so to me it makes more sense for us to put this together, given the state of negotiations, present it to everybody. I think the parts that we're dealing with aren't deal breakers and that way we're done. I think Cathy, I mean she's on the phone, she can tell us now whether or not they are or aren't deal breakers. She's talked a little bit about it already. Kelly, I keep hoping you'll chime in and tell me if I'm off the wall but I'm trying to come up with something defining what everybody else is doing on this so when we get done voting on this everybody else signs it. Cathy said, Craig there is no deal breakers here. The deal have been verbally made and I think Becky and probably Kelly are willing to sign this agreement provided the Town is going to do what they tell us their going to do. I mean it's a win win for everybody involved as far as I can see. Becky and Kelly

as well so I see no deal breakers happening. We are ready to proceed. Mayor said, alright Craig right now we want 2 special meetings, we want this thing all done the 29th. I think we have a Motion, don't we have a Motion right now? Clerk said, no. Mayor said, Donna, where are we in this situation to do right now? What are we going to do, let's get this done for tonight. Clerk asked attorney to please phrase the Motion. Attorney said, there should be a clause in there that says the contract is not binding on anybody unless everybody signs it. I don't want a situation where we end up agreeing to give Hill, I mean we could do it. We can agree to give Hill property and they're going to give us property and that would end some of the problems, but I think there should be a universal settlement on this. I'm not picking on Becky, I'm just using that as an example that if we don't make this contingent that everybody's got to sign it, Cathy signs it and we sign it. We're going to have a deal with her and we're going to be swapping property and the issue on the North side of the road, or the pizza parlor side of the road is still going to be there. Mayor said, Craig, would you please make the Motion because what you just said just now is what both Krupski's and Sheffield's are looking for, that all signatures are dependent on all signatures. Clerk asked Attorney to include in the Motion that the Council is authorizing the Mayor to sign that agreement with that contingency. Attorney said, don't worry about that. We'll deal with that, that's a given. Clerk said, I don't understand, you've done resolutions... Councilwoman Evans said, I think we make this however our attorney thinks it should be said. Attorney said, the Motion would be that the contract would be contingent upon all parties signing the agreement. Councilwoman Evans said, yes that's exactly what I want. Councilman Griffin seconded. Mayor asked CarrieAnn is that your motion what Craig just said? Councilwoman Evans said, it is, thank you. Mayor asked, and Jim you seconded it? Councilman Griffin said, that's correct. The Mayor asked if there was more discussion. Clerk said, I don't understand that the Mayor is authorized to sign that without the Council authorizing the Mayor to sign it. Attorney said, that's a given. The thing cannot be legal under the Charter without a, the Council approval. The Mayor is the signing authority for the Town by law. The Mayor does not have authority to sign a contract disposing of Town property per the Charter without the Council approving the disposal of the property so when you approve the contract for sale, the Mayor is the person that signs it because of his inherent authority. It will be in the Ordinance, it's a natural part of the Ordinance but even if it wasn't in there it would be in there as a matter of law. Clerk said, ok so he's not going to sign it until the Ordinance is approved? Attorney said, well he can but it would become toilet paper and therefore it would be worth a lot of money. I hate to say this but those of you that remember we passed a Resolution giving John authority to do stuff and it got by me but that was non-binding because the Resolution cannot dispose of Town property. Mayor asked, anymore questions from anyone, and I'm eliminating Donna. Mayor did a roll call and it was approved unanimously.

Public Hearing items:

Executive Order 2020-1 to authorize the expenditure to repair the fire hydrant that was pulled out of the ground on 308B. The Clerk explained that we had to do this because of the fire hydrant that was hit on West Main and it was an emergency and at the time we weren't sure how bad of a water leak and all it was. We didn't want homes in that area to burn down because that hydrant was out of commission. Craig, Joe and I did this Executive order and its still in place however I will give you an update as to what's going on. I spoke to US Waters, they are the ones doing the repair. They looked at the fire hydrant, they don't believe that the fire hydrant is damaged, however, the estimate right now is about \$1600, however, once they get it put together if they

find a hairline crack or something then it will jump up to the larger figure. That's why we did the Executive Order and we're still not certain that it might not jump up to that price, we are going to leave it in place. They are going to start that work tomorrow.

New Business:

Councilwoman Evans reviewed her proposed plan to re-open Town Hall office personnel. She said, ok so I think it's pretty self-explanatory that I think the girls, or the ladies should be working from the office now. Mayor said, well this started yesterday and per me, I will be Monday, Wednesday, Friday and the other 1 Tuesday, Thursday and they will switch back and forth every week until further notice. Councilwoman Evans said, I don't understand that. Mayor said, it's my way of continuing mitigating what we are doing within the Town for the virus and once I'm comfortable through EOC and through our Health Dept. then they'll both be coming in together. Councilwoman Evans said, so not following the steps would put them in harm? I don't think, there's plenty of offices that are open right now that as long as you follow the steps. We spent some money to put up the thing to keep them away from the public and I don't see why they can't both be in the office at the same time. Councilman Warren said, the downside of this is this disease is deadly and it kills a lot of people, young, old, in good shape, not in good shape. I think for an arbitrary reason to add another person in the office at the same time doesn't make any sense. If the work can be done efficiently with one person at home and one person in the office, I think that's the way we should go. Going any further and putting 2 people in the office doesn't really do anything from the point of view of efficiency and if its done properly. The severity of the disease is also a function of the load of viruses so the more viruses that you get in a single load, the sicker you're going to be and the more likely you are to die. I just wanted to put my 2 cents in. I just got the statistics on Putnam County as I left the house. 175 people have tested positive for the Corona Virus, 21 of those have been hospitalized and 6 of those have died. We are still dealing with a killer and I think being over cautious makes sense unless there is some physical reason why they absolutely can't do it from home. Mayor said, I agree with what the Doctor said and that's why we are in the position we are at the office. Councilman Warren said, CarrieAnn, I think you should be complimented. You did some nice thinking on that and making up that list for us, thank you. Mayor said, and CarrieAnn, them working from home everything that needs to be done in this office time wise has been completed. The only thing that we've held off on is the Code Enforcement notices and that wasn't because it couldn't be done it was by choice of the Town Clerk and myself that we would hold off on them getting those letters for a while with everything they are going through right now. Councilwoman Evans said, I totally understand that they can do it from home, but we have people in the community that need things. Mayor said, they can come in anytime they want, all they have to do is call and they'll get an appointment and they'll come in 1 at a time. Councilwoman Evans said, no I totally understand I just had made this up and I thought it was a good plan. Mayor said, it's a very good plan and I appreciate what you did. Sometimes I have to make decisions that I can only pray are for the best for everybody. Councilwoman Evans said, even with one person in the office these steps should be followed. Mayor said, CarrieAnn we've gone all over the safety stuff, all of us including maintenance. They are not left out of this even though they are out in the open, they know everything that's going on also. Councilwoman Evans said, I'm working in an office with 13 other people and we're very stringent on these things that are being used. Mayor said, I understand that. Councilwoman Evans said, my boss doesn't want to take home some kind of disease to his children and I surely don't want to bring

home something to my family so it can be done. Mayor said, it can be done where it has to be, I understand that 1000% and thank God you and the other 12 people are up in that office taking care of all of our animals because without you guys we're screwed. We don't have the same situation in this office as you guys are very, very essential up there. Councilwoman Evans said, thank you for considering it. I'm not butthurt about it so you can continue. Mayor thanked CarrieAnn again for her input.

Covid-19 last Thursday Joe had decided to open the Community Center because things were looking better and then Friday we got the report that there were 11 new cases and then the day after there were 7 new cases. I just wanted to brush on it again because I feel like with these protests that are happening I think we are going to see more of an increase in cases and so I wanted to make sure that everybody is aware and keep up with your social distancing and that stuff. If anyone else wants to add anything, please do so. Mayor said, I opened the CC last Wednesday when the state went to Phase II. Thursday 11 cases in Putnam County and Friday there were 7 and at 4:00pm Friday afternoon I said I can't do it so no, its not open. Councilman Warren said, Dr. Fauci spoke today and he basically said that the worst is yet to come and he's very frightened about a second wave. I think anything we can do within reason to keep ourselves isolated and follow the rules strictly. I think it's a very smart thing to do. Councilwoman Mead asked are any plans for the future to be able to these Town council meetings in any other way such as the Community Center with social distancing and masks or whatever? Mayor said, that is a consideration that Donna and I have been talking about. I don't want to do it right away, but we are looking at that. Councilwoman Mead said, this is going to go on for a very long time and I think we need to have some plan other than sitting shoulder to shoulder in the Council room. Clerk said, that Joe and I have been looking at it and I did some research on some type of system to use for recording in the CC so that we can get to that point at some point. I did find a system, I sent it over to our IT guy, Kelly Lake. He looked at it and he had a friend who is more into audio and recording look at it and he said that system would work fine if we're not using it for a long period of time. Its only around \$300 and it includes 8 wireless microphones that we could put around in front of each of the Council members so we would get the maximum amount of recording that we could. It's definitely an inexpensive way to go, otherwise, if you guys think its going to last a long time I'm going to have to look at something more expensive. Mayor said, we don't have an answer tonight. Clerk said, I could order the one if we want to try and do the special meeting that way we could try. Mayor said, I don't want to do that, its too early. Councilman Warren said there was a meeting a while ago and the Beautification Committee was going to pay for it. Kelly Lake referred us to a friend who came in and basically told him what we wanted and he came back with several very elegant solutions to the problem. The cheapest system started at \$15,000 and Joyce at that time nearly had a heart attack and everybody decided they didn't want to look at a paired down system with used equipment and the issue was dropped right there.

Questions and comments. – None

Upcoming events: Were reviewed from the packet. Friday July 3rd Town Hall closed.

Councilman Warren made a Motion to adjourn. Adjourned at 7:37 pm.

Town of Pomona Park – Special Town Council Meeting Minutes**Thursday, June 18, 2020 (5:30pm)****VIA TELECONFERENCE. Call 1-888-204-5987 Access Code is 3674654#**

Present: Mayor Joseph Svingala, Councilman Dr. Robert Warren, Councilwoman CarrieAnn Evans, Councilwoman Lynda Linkswiler, Councilman Victor Szatkowski, Councilman Jim Griffin, Councilwoman Pat Mead, Attorney Craig Sherar, Town Clerk Donna Fontana.

Absent: none

Meeting came to order at 5:30 p.m.

Purpose of this meeting: First reading of Ordinance 2020-5, An Ordinance of the Town of Pomona Park Florida authorizing the Mayor to sign a deed and any other documents necessary transferring ownership of town owned property.

Councilwoman Evans made a Motion to adopt Ordinance 2020-5 and it was 2nd by Councilman Griffin. Attorney Sherar explained that we are here today to see if the Town wants to deed away and swap out the properties on Perry Street which we've been talking about now for a couple of years. At the last meeting we had a proposed contract, we made 4 proposed suggestions for changes. I got a hold of Mr. Isaac, who is Cathy's attorney on this matter. He made the changes, so basically the liability of the town is \$175 contribution toward the surveyor. We will help with the curing of any title defects, but we do not have an obligation to expend any money or do anything affirmative. There are of course going to be title defects because the road is not where the right of way was deeded, but the exchanging of the 2 properties with the 2 Krupski's, the Town and Hardware and Business should take care of all of those defects. The legal descriptions for the swaps were prepared by Mr. Morris who was our surveyor back when we originally did this, I think in 17. The contract is contingent that all parties must agree to this which is the four of us. Otherwise, it will not go through and we are only doing this on a Quit Claim Deed, we are not making any warranties or representations concerning the quality or the marketability of the title. It is my understanding that Cathy will go to the title company, Warren Wilhite. He is good at dealing with these problem areas, based upon what we are doing in the surveys, I don't see any reason why there's going to be any impediment to this going through. Except for the one I just thought of, as I uttered those words. Which is hopefully nobody has a mortgage on their property. We don't but if any of those swap properties are included in a mortgage, there's going to be an issue. Nobody has brought that up so hopefully there aren't any. Other than that, that's pretty much it, we've got a site plan that Cathy has proposed. Have they made a formal application for a building permit. Clerk said, no, not yet. Cathy said she will have it for me tomorrow. Attorney said, the only thing I can say on this is the caveat, if we agree to do this. The reason ostensibly we are doing this is because they want to put in a building and there will be a setback problem on Perry Street without doing this and there should be in your packet their proposed site plan. Without making big changes, they could change the location of the building. They could make application for a variance. I would note that since they have not made application formally for a building permit, and up until the time that the building is actually started with construction, just because they make application for a building permit doesn't mean that they have to sit there and go through with it. I mention that because if anybody is inclined

that the only reason we are doing this is to accommodate the construction of the building, you may want to put a condition in there that the deeds not be signed until such time as they actually commence construction. Although, we've been talking about this back even before there was a plan to build a building, because we were trying to get Perry St. straightened out. We have 2 problems with Perry St. One is that where it attaches to HWY 17 is out of the right of way and when you go to where Perry St. makes the bend, the right of way was a 90° bend and the road that got constructed has a curve in it which is on Hardware & Business's property. You've all got a copy of the map with the swaps and you can see where those are. That's basically it. Councilwoman Evans asked, because I'm employed by Rebecca and Bryan Krupski, am I allowed to vote on any of this stuff? Attorney said, in an abundance of caution, under different circumstances I would say absolutely that would be a conflict. Because this is such a mess up and there is an exchange of property that effects a bunch of issues between everybody, if you feel uncomfortable with voting on it, then its certainly within your discretion and nobody could fault you because it is a possibility of a conflict of interest. The safe thing to do would be to remove yourself because of the conflict of interest. That means that you also have to remove yourself from the discussion. You can stay at the meeting but you couldn't argue one way or the other because if you have a conflict, it's a conflict also as to trying to persuade anybody one way or the other. Councilwoman Evans said, Ok, I feel that I better not do anything. I will fill out the form. I just don't want it to ever come back. Attorney said, I commend you for bringing that to our attention. Councilman Griffin asked, Craig what would them owing a mortgage have to do with any action that we could take against them in the future, if we had to? Attorney said, it wouldn't have anything to do in the future. The problem it would have is this, if there was a mortgage, we would first have to look and see... and Isaac and I, that's Cathy's attorney, he and I have had extensive discussions. Is Cathy on the phone? Yes. Cathy, do you guys have a mortgage on the property. Cathy said, I do, we have a small mortgage on the property. Craig, I don't want to see that impending any of this because of where this 40' location is and the mortgage is very minimal. Clerk asked, so does she have to go back to the institution that she got the mortgage through and let them know that this is changing? Attorney said, the first thing that we have to do is figure out the property that she is dealing with is even encumbered by the mortgage. It may not be encumbered by the mortgage. One of the problems we've had in this whole process is I have not run out the legal description of the property, and there's some issues about whether or not the legal description does or doesn't cover some of our property. There was a question as to whether or not there was an overlap. Do you know what I'm saying? Clerk said, no. Attorney said, the legal description was not supposed to include the property that was deeded to the Town as Perry St. Rodney had a survey that showed that the property that was deeded to Perry St. was. We never did reach the issue as to whether or not it was included. I think the best thing to do is, let's wait and see because Warren, when he does the title work will determine... Well, that's also going to be a problem with the... hang on a second. Councilwoman Linkswiler said, while you are taking your second I just have to say, I can't believe that we were going to take property and swap that we haven't done title search on and didn't know if there were liens against it. Attorney said, well that would have been up to y'all to go through that. Mayor said, Craig we would only do that with your suggestion. We wouldn't come up with that. Councilwoman Linkswiler said, I agree. I would think it would be recommended by the attorney. Attorney said, well that could either be me or Mr. Isaac. Councilwoman Linkswiler said, Mr. Isaac is not advising the Town. Attorney said, under the circumstances that was probably something that all of us should have thought of. Clerk said, it wasn't done when you guys agreed to this in 2017 and so that's

probably why it slipped through this time as well. It's a good point that you brought it up and now the Council has to decide what they want to do about it. Clerk asked, do you have the title searches scheduled yet Cathy? Cathy said, no, not until this ordinance is approved. I think its minimal. I'll call Mr. Isaac and talk to him about it tomorrow. I don't think that's an issue. With what I'm giving and y'all are taking, I don't think that's an issue. Mayor said, here's my suggestion Craig, tell me where I'm wrong. Let us have our vote tonight, we've been waiting 3 years for this. It doesn't mean anything until we vote again in 10 days and between now and the 10 days, Cathy can supply whatever is needed to satisfy your questions and then we have the second vote. Attorney said, that is correct and we can go ahead and go forward and wait to see this on the second. Let's assume that there's a mortgage on there, what we don't know, because of the way the title is done, the deeds were done in the past and not having done a title search, your deed should not have included the deeded Perry St. There's always been an issue about that but it has never been addressed because nobody ever wanted to get that far into it. We never got that far but Becky...Kelly are you on the phone? I'll tell you what, first of all, I would not recommend the Town to take property if its got a mortgage on it. Your mortgage company may release it. Who do you have your mortgage with? CenterState. It may not be encumbered, it may not be in the legal description. If it is a small amount they may release it since its going to clear up and you're getting additional property. I suggest, if you are going to use Warren to do this title work, get him to jump on doing it and have him find out whether or not we even have a problem. If we don't have a problem, the first thing to do is go to CenterState and see if they'll release it. If they do then we don't have a problem but based upon the way Becky Krupski had done this thing, if she finds out there's a mortgage on that property, its likely to be a problem. It's a good thing I said it, we need to get ahead of it. I would suggest Cathy that a. you go ahead and get Warren to start looking at that, b. we go ahead and adopt this on the first reading. I will tell you this, if it turns out that there's going to be a mortgage on the property and we can't take care of it, my advice is going to be not to go through with it. Now that we all know what it is and we're a week ahead of it, let's see where we are a week from now. Mayor said, well Craig, I certainly wish this would have come up 3 years ago. We're down now at the bottom line and all of a sudden we've got these legal issues coming up and there's been 3 years for them to come up. Councilwoman Linkswiler asked have the Krupski's given any information as to whether or not they have a mortgage on their property? Attorney said, that's a very valid question. Clerk said, none of us have asked however I believe that I was told that they do not. Councilwoman Linkswiler said, that will certainly have to be cleared before we can take it on. Councilman Warren asked, what personal liability is there in our signing this over if it is true that some of this property ends up being valuable and much more valuable than what we're dealing with now. Essentially the Town feels that we acted in poor faith when we went through this contract? Attorney said, I've been opposed to thing from the very beginning and maybe that kind of twisted me off a little bit. 2. Its just such a weird thing that when you're in the middle of doing a weird thing you don't think of the conventional things which is, is there a mortgage. Is that my fault, is that somebody else's fault, I don't know, I can't think of everything. I do the best I can do. As far as Dr. Warren goes, what we are making a decision now based upon the facts of the circumstances as we know them now. If 20 years from now they decide to widen it and as a result of us doing that, the Town gave up \$50,60,70, 100, 200,000 dollars worth of property. Based upon the situation now which is according to DOT this is not in their 10 year plan. We can't worry about what's going to happen more than 10 years from now. Because a. they may never widen the road, b. they may widen the road but not take anything from there, c. who knows

what property is going to be worth 20 years from now. Councilwoman Linkswiler said, its not been worth a high dollar at this time, so we have to act on what the value is today. Clerk said, it is your duty as a Council member to think out 10, 20, 30 years, not just today. Attorney said, she's right about that, but I will also say it is a mess. Remember, I am against the swap but that's a policy decision. It should be fixed. My recommendation would be to keep everything that you've got and file law suits, but the commission may decide that the best way to fix the mess is to make the swaps. As far as the swaps, for or against, from a policy basis, I could make the decision either way. I do not think that you all have liability based upon the circumstances of voting for it. I do not think that you all liability based upon the circumstances voting against it. It's like Donna says, Donna's against it, as I, because the Town has property and should not be getting rid of it. It's too bad that 50 years ago they screwed things up and nobody cared about it until after it had been that way for 60 years. Councilman Warren asked if Craig would put his recommendation in writing? Attorney said, yes because I've had that decision every since the beginning. When I do that, I'm going to put this in there. This is a policy decision, legally you guys could keep the yellow and the current location of the property. The basis for that is you've got deeded on the yellow and the physical location by Florida Statute, you've maintained a road for more than 5 years, you have a right to keep it. Therefore, when you guys give a deed to the yellow, and something else. You are giving away an interest that you have in property. You are however fixing a problem which is a dispute between 3 property owners as to what the status of the property is. If you want me to write something up I will before the next meeting. Clerk said, it will be in the minutes. Councilwoman Linkswiler said, when you don't fix the problem involving land, it just gets bigger and worse as time goes by and people die and things change so I think we should fix the problem. Mayor said, I agree with you Lynda and I think I want to take a vote here. I've only heard during this whole conversation this evening, 2 negatives and both negatives I've heard were from people that don't vote. I'm 100% for this, the Council knows it, I was 100% for it 3 years ago. I argued my case 3 years ago. Under Mayor John C. Bergquist Jr., we had a unanimous vote of everybody on the council, that said yes. After that, some things fell apart that had nothing to do with the council or the attorney or anybody else but now we're here again today. There's an agreement between all of the parties. I would like to take the vote now unless somebody else wants to say something. Anybody who's not on the Council and listening in, anything to say? Role call vote. Councilman Warren said, one thing that has to a part of this too, under the same circumstances were the parties different and it wasn't Hill's hardware, that we all know and love so well, would we be taking the same vote and feeling the same way today? Mayor said, well I know I would be because I don't want to get a \$5 box of screws and have to do 40 miles round trip to get it. Councilman Warren said, so then it's a benefit to the Town. Mayor said, it's a huge benefit to everybody in this Town. Mayor did role call, Councilwoman Mead yay, Seat 5 Yay, Seat 6 Yes, Seat 2 Yes, Seat 1 Yes and myself I'm a yes. We have unanimous decision with one abstention and Donna if you would record that please.

Councilman Warren made a Motion to adjourn.

Mayor said, Craig are you still on the call. What do you suggest the process is at this point? It's not going to be anybody on this Council. It'll be Cathy, you, Cathy's attorney, I don't know what you're looking for to be satisfied. You're going to have to do that with them before the next meeting. Attorney said, Cathy is going to need to get a title search and she should go ahead

and order the title search now and let's find out if we have a problem. CenterState is a smaller bank, they are much more easier to work with. Given the size of the property and everything else, getting any kind of release that Warren is going to want for clear title probably will not be a problem. That is something that we need to start working on now and I can't do anything until we get a title search back. Mayor said, I am leaving in this the hands of you 3, the attorneys and Cathy. Attorney said, I will send a message to Isaac tonight, the issue is whether or not there's any of this property is encumbered by a mortgage. Councilwoman Linkswiler said we also need a title search for Krupski's property to see if it has a mortgage or any liens. Clerk asked Attorney what was the title search you ordered a while ago? Attorney said, I don't think we did it on mortgages, I only did it for ownership to determine whether or not there was an easement or anything going down for the drainage that does behind the Pizza place and down to that pond on Perry St. We were looking at what kind of rights DOT had with drainage on those properties. That was the meeting we all went over to with DOT. Councilwoman Linkswiler said, any title work even a month ago would have to be updated because a mortgage could be done this week and not last week. Another thing would be to look to see if there are any tax liens anywhere, Federal tax liens.

Clerk said, the next meeting is on the 29th at 5:30.

Meeting adjourned at 7:37 pm.

Town of Pomona Park – Special Town Council Meeting Minutes**Thursday, June 29, 2020 (5:30pm)****VIA TELECONFERENCE. Call 1-888-204-5987 Access Code is 3674654#**

Present: Mayor Joseph Svingala, Councilman Dr. Robert Warren, Councilwoman CarrieAnn Evans, Councilwoman Lynda Linkswiler, Councilman Victor Szatkowski, Councilman Jim Griffin, Councilwoman Pat Mead was late, Attorney Craig Sherar, Town Clerk Donna Fontana.

Absent: none

Meeting came to order at 5:30 p.m.

The Mayor asked all council members if they were comfortable with all the notice provisions set forth and these uniform rules of procedures we have established for this virtual meeting? The Mayor took a roll call and it was unanimous that all council approved except Councilwoman Mead who was not present.

Mayor explained that he is not going to use the phone because it causes too much feedback and Donna will be doing most of this anyway. Donna can we start with number 1? Clerk explained that the minutes from 6/18 were included for everyone to be able to review what was discussed at the last meeting. You can approve those at the next Council meeting. Councilwoman Evans asked to correct Brian to Bryan.

Resolution 2020-3 A Resolution of the Town of Pomona Park, Florida, authorizing the Mayor to execute an agreement with Florida DOT for the State Highway Maintenance on Highway 17 from POMONA PARK CITY LIMIT (MP. 11.32) TO POMONA PARK CITY LIMIT (MP. 13.557)

Clerk explained that this is the whole stretch of highway 17 that is within the Town limits. Right now they have a contractor that mows part of that and we were supposed to only be mowing from Feagle to Worcester. The Mayor and I discussed it with DOT because the maintenance staff mows it several times anyway, what would they give us if we were to mow the entire thing. DOT came back with a new contract for us. We had Bruce (Maintenance Supervisor) review the amount of work that it would take his staff. He said that they would be able to complete that in 1 day. This would give us an additional \$16,486.04 per year for a total of \$25,911.04 per year. We currently have a contract that is in place for Feagle to Worcester which is only \$9,425 per year. This will replace that contract. Councilwoman Linkswiler asked, is this something that we have done in the past, we are just extending the area? Clerk said, yes ma'am. Mayor reiterated the current contract and what the new area is. Councilwoman Evans made a Motion to adopt Resolution 2020-3, seconded by Councilman Warren. Councilwoman Evans said, with this extra income we can hire another maintenance guy to assist with this. Mayor said, well there's a few possibilities on the table right now. Coming from the Maintenance Supervisor, Donna and I were thrilled over the whole thing. We know we can make money on it. Bruce has some things he wants put in the budget. I'm not going to drop them now, I'm going to let him talk to you one on one or as a council and him but yeah you are absolutely right CarrieAnn that's one of the possibilities. Clerk said, we can run numbers on it. Attorney Sherar said, Donna you need to make sure that our insurance carrier knows that we have picked up that. I don't know how our

policy gets written but if its something they consider then we need to let them know that we've picked that up. Clerk will check. Mayor said, since I've been on the Council since 2009, besides what we're contracted to do the maintenance dept. has always gone to both of our North and South signs. Not to the extent that we're going to contract for, but we always went and did a couple of swipes on both sides of the road just to make the Town look good. Mayor asked for any questions from anybody not on the Council. None. Mayor took a roll call vote and it was unanimously approved.

Clerk read aloud Form 8B Memorandum for Voting Conflict for County, Municipal and other Local public officers. Councilwoman Evans has signed form 8B in order for her to abstain from voting on Ordinance 2020-5. One was signed for 6/18/20 and one for tonight 6/29/20. I did email it out to you all as required by the instructions.

Second reading of Ordinance 2020-5, An Ordinance of the Town of Pomona Park Florida authorizing the Mayor to sign a deed and any other documents necessary transferring ownership of town owned property.

Councilman Griffin moved for a second reading of Ordinance 2020-5 and Councilwoman Mead seconded it. Mayor asked for questions from the Council. Councilwoman Evans said, do we have everything that we needed to have accomplished from the last meeting? Attorney said, the big issue at the last meeting was whether or not there's any encumbrances on the property. Cathy sent over some paperwork from the bank. You may or may not be aware that her property actually has 2 different parcel numbers. Pursuant to the stuff that was sent to us, the mortgage on the bank is only on the parcel that has the building. The actual store does not deal with this part of the parcel but pursuant to paragraph 10 of the contract, even though we are getting Quit Claim Deeds, they still have to deliver it to us free and clear of encumbrances. I spoke with Cathy's attorney today, I actually sent him an email. He responded that Warren Wilhite is doing the title work and is going to verify that there are no liens and encumbrances. Therefore, what we should do is until we get that title report, I mean if you want to go ahead and sign the deed if this passes we can do that but that the delivery of the deed won't actually be done until that lien and encumbrance title report comes back from Warren. If its clean, we would deliver Warren our deed, she deliver her deeds, Krupski's deliver their deeds. Warren will record them and distribute them. I doubt that anything is going to come up but if something comes up or there's a lien or encumbrance out of that title report we'll deal with that before we exchange deeds. Councilwoman Linkswiler asked, who is doing the title work for the Krupski's property. Clerk said, Warren Wilhite. Attorney said, that's a good point Lynda, we keep talking about Cathy but there is that little strip that goes down there that Kelly owns, and I will send an email to Isaac because I don't want to assume that everybody included that but I will bring that out to him that the Krupski portions of the property also have to be researched. Cathy Sheffield said, Warren Wilhite is doing title work on the Krupski part that is coming to the Town. He actually hit a hiccup today so that's not 100% done. He's also will do title work for Hills Hardware for those parcels that are coming to the Town. It just did not get done. I do have with me tonight, he's got all the deeds prepared. I can leave them with you for anybody to review. They are ready to be signed but the title work should be forthcoming I hope in the next couple of days. Attorney said, as soon as we get that title work done we should be ok. You said that Cathy and I understand that. I'll still send something to Isaac just to make sure. I don't want anything to drop through a crack. Cathy said, that's fine. Councilman Warren said, on the other hand we've already got a

lot of work for a couple of years and I think we should make sure that the title work and everything is present and accounted for. The next Council meeting isn't that far away that we couldn't hold the document and sign it then. Attorney said, well the way the contract is written, there's a condition of the contract in paragraph 10 that says its got to be free and clear of all encumbrances, so at this point, what you guys are doing is you are approving the contract and you're approving the exchange so you need to vote on it tonight and basically it will become self-executing at that point. If there is a lien or encumbrance on any of the properties it has to be cleared up as a condition pursuant to the contract. I know you're concerned Dr. Warren about making sure everything is done right but believe me, I'd be the first one to sit there and say push this thing off but I don't think that you really need to because the contract, the terms of the contract have to be met. Councilman Warren said, I'm still a little uncomfortable with that. Attorney said, its up to you guys to make a Motion to defer action until the next meeting and it would still be the second reading or you could go ahead and vote on it tonight and the contract would control that. I understand what you're saying Doc. That's the procedural way to do it if you want to do it you'd make a Motion. Councilwoman Linkswiler said, well if there's liens or encumbrances it can't be signed so that takes care of it. Mayor said, that's true. Councilman Warren asked what anyone else thinks. Mayor said, Doc I understand but hold on a second. Can I please get a Motion here to accept this? Attorney said, Doc if you want discussion you would have to make a Motion to defer action until the next meeting. Councilman Warren made a Motion to Defer Action until the next meeting. There was no second and the Motion died. Mayor asked for a Motion to accept Ordinance 2020-5. Councilman Griffin made a Motion to accept Ordinance 2020-5. Attorney said, we had a Motion, a second and discussion. At this time you call the question on the Motion. The Chairman calls the question on the... Mayor said, that's what I was doing and then Doc had a question and then he had a Motion that didn't pass, so if there's no more questions on the original Motion to accept Ordinance 2020-5, I will call the vote now. Mayor did a roll call vote with 5 yays and seat 1 nay, the Ordinance is passed.

Clerk said Craig and I had a discussion today about the zoning letter for Hills and that the zoning letter should not be approved until after the deeds are signed and the title work is received. Attorney said, right because until the deeds are signed and recorded, the property doesn't meet zoning. Cathy said, Craig let me plead my case. My building is going to be delivered here tomorrow. It is going to sit on the ground until we can pull permits. I can't pull permits without the zoning letter. It is obvious to me and to the Council that if I don't get clear title then we're just going to have to back up 10 steps and redo. Which we don't want to, we will if we have to but I foresee no problems that we will not get clear deeds. We will not start this process obviously until we get these deeds recorded. I've got the deeds with me tonight which I have no problem leaving here at the Town Hall for review, questions, whatever. At least let me have that zoning letter because its going to take up to 2 weeks at the Town permit office for them to even approve and once they approve, I'm hopeful that all this will be resolved and if it is not, then I realize we need to wait till these deeds are signed but once those deeds are signed and you've got title this should all fall in place I hope within a week at the most. Attorney said, Cathy let me ask you this. Do you have the plans done for the building or are you still waiting on the plans. Cathy said, you've got the plans Craig, those were emailed over a couple of weeks ago, so the plans are in the possession of the Town of Pomona Park, the building plan and the site plan are in your possession now. Clerk said, they were emailed out to the Council as well. Attorney said, I don't know if I got a copy of those. The full building plans? Clerk said, yes sir. Attorney said,

did I get them? Clerk said yes. Cathy said, it's a 60'x100' building that will pretty much run parallel to our existing barn. We've got to leave our existing barn up while we construct because we have no room to put product out from under the barn. If it takes 2 weeks to permit it at the Board of County Commissioners office. We're looking at middle July and then we call in a concrete crew that will build a retaining wall or the footers and the footings and that's going to take about another 2 weeks. No I'm sorry about another week, so the construction of the building is still a good 3 weeks out assuming that you will give me a zoning letter in the morning if not tonight, but I feel sure that this title stuff should be done. I talked to Warren today. He needed to discuss a couple of things with the Krupski's that he came across and I think once they figure out whatever that's about, he should be able to give us what you need and you're welcome to talk to him. I know he's been in communication with you Craig, I'm not sure. Attorney said, the zoning letter is really your (Clerk) call because you're the land official, the zoning official for the Town. Clerk said, I'm going to pass this one on to the Council to say I'd like to have a vote for them to tell me to do it. If they want me to do it I will do it but I'm not going to do it on my own. Mayor said, alright Council, you've been listening to what's going on so hopefully this will be the last vote. Attorney said, I would like to say this because if you all are inclined to do it, I would say that it needs to be conditional and when Donna sends the zoning letter over to the County it needs a notation on it that before the County finalizes it, it's a conditional zoning letter and they need to call her to see whether or not the conditions have been met. If you think its going to be 2 weeks on getting the permit, that should be the 2 weeks we need to get this done. By then the condition would be met and she could go forward. If in 2 weeks the condition hasn't been met the permit would be held up until the condition is met. That would be, I don't like doing a conditional but at least it would be a way to keep things moving and ensure that if something goes wrong we have a way to hold things up until things get corrected and gets cleaned up. Mayor said, Craig listen, let's do this because this is getting confusing to the layperson. You verbally state what the Motion should be, I will ask at that point if anybody will own it. Clerk said and it has to include you reviewing it, you will need to review it tomorrow. I'll send it to you immediately after this meeting to make sure you have it. Attorney said, ok I'm going to do this slow Donna. It's a Motion for Resolution of the issuance of a conditional zoning letter on the Hill project and put in there whatever your reference number is. The City Clerk is directed to issue a conditional zoning letter for whatever the proper name is on the property. The condition of the issuance of the final building permit is that all deeds for the land swap contained in Ordinance 2020-5 must be exchanged and recorded. The Clerk shall contact Putnam County Building Dept and instruct them not to issue the final permit without written authorization from the Town Clerk that all conditions of Ordinance 2020-5 have been met. Councilwoman Linkswiler said I would claim that Motion. It was seconded by Councilman Griffin. Mayor asked for anymore discussion then took a roll call vote. It was approved with 5 yays and 1 nay (Seat 1). Mayor said, thank you Council. Cathy said, I would like to thank you. I know what a ordeal this has been but I can't begin to tell you how much we appreciate your efforts. We really do and you'll be proud of the building you see get erected, believe me. It'll will be first class and I would invite all of you to come see it once we get construction completed. I would like to invite all of you to come see it once we get construction completed. Mayor said, and there will be a Hills, once it's done, Hills will be supplying the Council with a roast beef dinner. Mayor said, I'm only kidding. Thank you Council. It's been a lot of hard work but we finally made it after what Craig, 3 1/2 years? Craig said, yes.

Councilwoman Evans made a Motion to adjourn.

Meeting adjourned at 6:04 pm.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Evans CarrieAnn Marie</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Pomona Park Town Council</i>	
MAILING ADDRESS <i>P.O. Box 602 Putnam</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <i>Pomona Park</i>	COUNTY	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>6/18/20</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:
PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and
WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Carrie Ann M. Evans, hereby disclose that on June 18, 20 20:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss; Employer
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am employed by Rebecca + Bryan Krupski at Pomona Park Pizza

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

06/29/20

Date Filed

Carrie Ann M. Evans

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Evans, Carrie Ann Marie</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Pomona Park TOWN Council</i>	
MAILING ADDRESS <i>P.O. Box 602 Putnam</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <i>Pomona Park</i>	COUNTY	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>06/29/20</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

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* * * * *

ELECTED OFFICERS:

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PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Carrie Ann M. Evans, hereby disclose that on June 29, 20 20:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss; Employer
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am Employed By Rebecca + Bryan Krupski at Pomona Park Pizza

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

06/29/20

Date Filed

Carrie Ann M. Evans
Signature

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