



**TOWN OF POMONA PARK**

TOWN COUNCIL & PUBLIC MEETING AGENDA April 11, 2023- 6:00 PM

**PLEDGE TO FLAG- MOMENT OF SILENCE FOR- Randall Malphurs**

**CALL MEETING TO ORDER AND WELCOME VISITORS**

**CORRESPONDENCE**

- Town Clerk

**ADOPT MINUTES OF PREVIOUS MEETING**

- March 14, 2023, and Special Meeting March 28, 2023

**UNFINISHED BUSINESS, INCLUDING COMMITTEE REPORTS**

- Kelly Krupski Treasurer- Check Register, Grant Update, Clerk-Books
- Beautification- Councilwoman Linkswiler
- Beautification-Chair – Martha Mann- Community Garden ARPA Funds/Fence Project
- Councilman Eckels- Swimming Area Clean Up

**GUEST SPEAKERS**

- Matt Morton & John Horan New Development

**PUBLIC HEARING ITEMS**

- None

**NEW BUSINESS**

- Water Proclamation
- Clerk Proclamation
- Clerk School and Insurance Summit for FLC- Town Clerk
- Quote for Survey for 342 N Broward -Morris Surveying and Mapping
- FDOT Contract and Resolution 2023-3
- Strickland Roofing Bill and Jackson Carports Bill
- Upcoming Events

**Public Comment**

**Announcements**

**ADJOURN**

**NOTICE** If a person decides to appeal any decision made by the Town Council of Pomona Park with respect to ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FL 286.0105

**PLEDGE OF CIVILITY**

We will be respectful of one another even when we disagree.

We will direct all comments to the issues. We will avoid personal attacks.

**Town of Pomona Park  
Correspondence List for April 11, 2023**

<b>1. Council Meeting Minutes 03/14/2023 &amp; Special Meeting 3/28</b>	<b>1-5</b>
<b>2. Financials</b>	<b>6-7</b>
<b>3. Clerk Books</b>	<b>8-9</b>
<b>4. Aquatic Plant Control Permit</b>	<b>10-12</b>
<b>5. Water Proclamation</b>	<b>13</b>
<b>6. Clerk Proclamation</b>	<b>14</b>
<b>7. Clerk School and Insurance Summit Information</b>	<b>15-18</b>
<b>8. FDOT Contract</b>	<b>19-32</b>
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<b>12. Upcoming Events</b>	<b>36-38</b>

**Town of Pomona Park, Town Council Meeting Minutes**

March 14, 2023

This Meeting was held at Town Hall for Council & Public

Mayor Joseph Svingala presided. Council present were Lynda Linkswiler, CarrieAnn Evans, Patricia Mead, Victor Szatkowski, Dr. Robert Warren, Bud Eckels, Town Attorney Bobby Pickens, Absent Town Clerk Andrea Almeida, Deputy Clerk Krupski and Public Works Superintendent Bruce Wolfred.

Mayor Joseph Svingala led in the pledge to the flag. Moment of Silence for Dave Brown, John Haggerty and Ron Harvey

Meeting Called to order at 6:00p.m.

**Guest Speaker-**

Special Guest- Linda Myers Tax Collector, Brenda Bridges- Ms. Linda reviewed estimated tax revenue. Ms. Brenda reviewed the day to day of the tax office.

**Correspondence**

Read by Deputy Town Clerk Kelly Krupski

**Adopt Minutes**

Minutes from February 14, 2023- Councilwoman Evans motioned to approve the minutes from February 14 and Councilman Warren 2<sup>nd</sup> the motion. The Vote was unanimous.

**Unfinished Business**

Kelly Krupski -Treasurer went over the financial reviews and bills.

No questions or comments

CDBG will be a Special Meeting 3/28 at 6pm/

Beautification Report- Councilwoman Linkswiler- Reviewed the breakfast. Reviewed the Community Garden. Reviewed Community Pride Day and the Community Clean Up. Councilwoman Mead asked again for a roster for the Beautification Committee.

Councilwoman Mead- Tree Report- March Quarterly meeting. All members present. Arbor Day was celebrated with the planting of a new Oak tree. This year we received our new leaf for the office marking 32 years as a Tree City. Councilwoman Evans would like Councilwoman Mead to try and make a record of the trees planted where and who for in the town.

Public Works Superintendent-Bus Stop-A quote of \$1325 not including the bench or plexi- glass \$100 from Jackson Carport was explained. Councilwoman Mead motioned to approve the bus stop quote of \$1325, Councilwoman Evans 2<sup>nd</sup> the motion. The Vote was unanimous. Councilwoman Evans motioned to approve the \$100 for wood and plexi-glass. Councilwoman Mead and Councilman Szatkowski 2<sup>nd</sup> the motion. The Vote was unanimous.

Pine Straw- Bruce Wolfred explained the need for something to delineate the path at the ball field for the walking trail. A discussion of the trail was had.

Beach Roof Quote- Councilwoman Mead motioned to approve the quote with a not to exceed amount of \$3600 out of ARPA to replace the roof at the beach bathrooms. Councilwoman Evans 2<sup>nd</sup> the motion.

Town Hall Quote- Councilwoman Evans motioned to approve the quote of \$1250 for the repairs at Town Hall. Councilman Warren 2<sup>nd</sup> the motion. The Vote was unanimous.

Town Signs- Town Attorney Bobby Pickens-

The Sign Ordinance needs to be updated. A Workshop will be held on May 2 at 6:00pm.

**Beautification-** Councilwoman Linkswiler

**Guest Speaker**

Moved to top of meeting.

**Public Hearing Items**

Beautification Ordinance 2023-01 2<sup>nd</sup> Reading

Councilwoman Evans motioned to approve Ordinance 2023-01 and Councilwoman Linkswiler 2<sup>nd</sup> the motion. The Vote was unanimous.

**New Business-**

Demolition of 122 A Street- Councilwoman Evans motioned to approve D&D Construction not to exceed \$10,000 to demo the property at 122 A Street. Councilman Warren 2<sup>nd</sup> the motion. The Vote was unanimous.

DEO Letter for Comprehensive Plan- Councilwoman Evans motioned to allow the DEO letter needed for the Comprehensive Plan, Councilman Eckels 2<sup>nd</sup> the motion. The vote was unanimous.

Town Attorney Bobby Pickens explained the need for a survey on 342 N. Broward Ave.

Bill Garcia- 120 Parkin Rd- is asking about the deed and saying that the survey is not what is needed.

Bill Carol-345 N Broward- stated Steven Speaks provided the survey for his property. He would like to keep people off the property line to keep his home quiet. Mr. Carol stated that he is against the kayak launch going on his side of the pier.

Survey for 342 N Broward Ave was discussed. A quote will be provided at the next meeting.

Brady Stallings 202 East Main St- Four-way stop is a raceway. Mr. Brady has installed cameras.

Gary Edwards-108 Lakeview Ave has property that is split with Taylor Ave, and he would like to put a carport up. Mr. Edwards is asking to close the road or be allowed to put up the carport.

Town Attorney Bobby Pickens explained that the Town would need to start with a title search.

Councilwoman Evans motioned to approve the title search for Taylor Ave and Councilwoman Mead 2<sup>nd</sup> the motion. The vote was unanimous.

Bill Garcia-120 Parkin Rd would like to bring up the fishing pier project. The Mayor explained nothing has been done with this. He also wanted to bring up the conflict of interest again.

Mayor Joseph Svingala read aloud a letter written to the Council on behalf of the Clerks in the office. Speaking against a community member putting down Deputy Clerk Kelly Krupski. The letter was written by Mathew Morton.

Town Attorney Bobby Pickens stated how he has already addressed with Staff and procedures have been put in place.

**Upcoming Events-** Reviewed

Judy Szatkowski 181 Lake Street- she hears the dogs. She would like someone to investigate it.

Larry Flaman 204 Perry St- Received some maps for the proposed bike trails. The maps show the trail going through the town.

Councilwoman Evans made the motion to adjourn at 8:27pm

## Special Meeting Town Council & Public Meeting March 28, 2023

Mayor Joseph Svingala presided. Council present were Lynda Linkswiler, CarrieAnn Evans, Patricia Mead, Victor Szatkowski, Dr. Robert Warren, Bud Eckels, Town Clerk Andrea Almeida, and Deputy Clerk Kelly Krupski.

Mayor Joseph Svingala led the pledge to Flag.

Meeting called to Order and Welcome Visitors at 6:00 pm.

Guest Speakers Present:

Ron Vanzant- Jordan & Associates

Mike Tibble- Mittauer & Associates

Public Hearing Item-

Community Development Block Grant

Ron Vanzant gave a review of how much the bid came in over the budget for the grant. On March 14, a new grant was applied for the Rural Infrastructure fund. The Town has not seen the results as of this time.

Mike Tibble states a time from of 30 to 60 days to have an answer for the new funding.

Ron Vanzant explained that the funding comes from the States ARPA funds.

Currently the town has 3 options to proceed. The 1<sup>st</sup> option is if the funds do not come through. If not, then the town needs to value engineer. The 2<sup>nd</sup> option is to just wait. The 3<sup>rd</sup> is to seek additional funds through the CDBG fund that will take 30-90 days. Mayor Svingala asked about taking items out and waiting to see what happens with the funds. Ron Vanzant explained that the 3<sup>rd</sup> option is totally optional. Option 1 has already been completed. Ron Vanzant explained it will be prioritizing the towns wants. The 30-90 will give you a firm no or not. Councilwoman Linkswiler asked how much longer we can put off the roof at the Community Center.

Councilman Eckels stated that the roof in the library was leaking. Deputy Clerk Krupski explained that the Public Works Superintendent checked the roof. Martha Mann asked about the deadline on the quote. Mayor Svingala explained the process of going back out to bid.

Mike Tibble stated that the contractor is willing to work with the town on the time frame and funds. Mayor Svingala asked about getting numbers for the projects. Mike Tibble explained that the Council would need to sit down with the contractor. Deputy Clerk Krupski explained to the council that the break down provided was a material list not a project list. She also explained the worksheet and the priorities of the council. Councilman Eckels asked about individual adds for each contractor. Martha Mann asked about the cost for the ad. Mike Tibble explained that the cost would be more if it was more on the engineers. Larry Flaman asked about cost for projects, if we remove items then do we need to readvertise. Mayor Svingala answered yes.

Mike Tibble spoke that he was not sure on that, because of the only one bidder. Ron Vanzant explained the process to meet CDBG requirements and what the DEO requires. It all depends on what pieces are removed. The recommendation is to ask CDBG for more funds.

Councilwoman Evans motioned to allow the Council to apply for more funds from the CDBG, Councilman Warren 2<sup>nd</sup> the motion. The Vote is Unanimous. Martha Mann asked about going to the contractor and working half the budget. Mike Tibble stated it would be based on the priority list. Mike Tibble asked for a member to be a part of the Contractor meetings to report back to Council. Mayor Svingala asked to wait until the April meeting to pick someone.

Councilwoman Evans motion to adjourn at 6:35pm.

Town of Pomona Park

Register: 001.101 · General Fund Checking  
 From 03/01/2023 through 03/31/2023  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2023	EFT	Florida Blue	-split-	Employee Heal...	2,883.65	X		585,474.54
03/01/2023		QuickBooks Payroll ...	-split-	Created by Pay...	3,828.92	X		581,645.62
03/02/2023	DD2053	Alphonso (Al) Willi...	-split-	Direct Deposit		X		581,645.62
03/02/2023	DD2054	Andrea J Almeida	-split-	Direct Deposit		X		581,645.62
03/02/2023	DD2055	Bruce wolfred	-split-	Direct Deposit		X		581,645.62
03/02/2023	DD2056	Carl L Robinson	-split-	Direct Deposit		X		581,645.62
03/02/2023	DD2057	Jeffrey Bernard	-split-	Direct Deposit		X		581,645.62
03/02/2023	DD2058	Kelly Krupski	-split-	Direct Deposit		X		581,645.62
03/03/2023	EFT	Health Equity	-split-	HSA	666.64	X		580,978.98
03/08/2023		QuickBooks Payroll ...	-split-	Created by Pay...	3,828.94	X		577,150.04
03/09/2023	DD2059	Alphonso (Al) Willi...	-split-	Direct Deposit		X		577,150.04
03/09/2023	DD2060	Andrea J Almeida	-split-	Direct Deposit		X		577,150.04
03/09/2023	DD2061	Bruce wolfred	-split-	Direct Deposit		X		577,150.04
03/09/2023	DD2062	Carl L Robinson	-split-	Direct Deposit		X		577,150.04
03/09/2023	DD2063	Jeffrey Bernard	-split-	Direct Deposit		X		577,150.04
03/09/2023	DD2064	Kelly Krupski	-split-	Direct Deposit		X		577,150.04
03/14/2023	10944	Holmes & Young P.A.	514.311 · Legal Couns...	legal council	1,000.00	X		576,150.04
03/14/2023	10945	AT&T	-split-	invoice 287283...	129.69	X		576,020.35
03/14/2023	10946	Principal Life Insura...	-split-	for period 03/0...	207.15	X		575,813.20
03/14/2023	10947	Palatka Daily News	-split-	ad# 00094744	118.80	X		575,694.40
03/14/2023	10948	Aqua Pure Water & ...	572.311 · Parks Profes...	invoice # 86132	70.00	X		575,624.40
03/14/2023	10949	Waste Pro	-split-	invoice # 0000...	32.83	X		575,591.57
03/14/2023	10950	Producers Ace Hard...	572.461 · Parks Repair...	invoice # 803366	3.96	X		575,587.61
03/14/2023	10951	Jackson Carport & C...	572.311 · Parks Profes...	20x30x7 carport	4,000.00	X		571,587.61
03/14/2023	10952	Florida Municipal In...	-split-	invoice id# 378...	11,484.75	X		560,102.86
03/14/2023	10953	Hill's Hardware	-split-	07/27-12/19	7,483.21	X		552,619.65
03/14/2023	10954	Cit	513.642 · F&A Machin...	invoice#41983...	197.96	X		552,421.69
03/15/2023	DEP	Income	314.10 · Utility Service...	Deposit		X	3,502.49	555,924.18
03/15/2023		QuickBooks Payroll ...	-split-	Created by Pay...	928.75	X		554,995.43
03/15/2023		QuickBooks Payroll ...	-split-	Created by Pay...	3,828.95	X		551,166.48
03/16/2023	DD	Patricia L Mead	-split-			X		551,166.48
03/16/2023	DD	Robert Warren	-split-			X		551,166.48
03/16/2023	DD2065	CarrieAnn M Evans	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2066	Joseph C Svingala	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2067	Lynda Linkswiler { c...	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2068	Victor J Szatkowski	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2069	Alphonso (Al) Willi...	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2070	Andrea J Almeida	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2071	Bruce wolfred	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2072	Carl L Robinson	-split-	Direct Deposit		X		551,166.48



Town of Pomona Park

Register: 001.101 · General Fund Checking

From 03/01/2023 through 03/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/16/2023	DD2073	Jeffrey Bernard	-split-	Direct Deposit		X		551,166.48
03/16/2023	DD2074	Kelly Krupski	-split-	Direct Deposit		X		551,166.48
03/16/2023	10943	Forest P Eckels	-split-		184.70			550,981.78
03/17/2023	DEP	Income	315.00 · Communicati...	payment 04836...		X	2,669.53	553,651.31
03/17/2023	10955	Florida department o...	572.341 · Parks other c...	Quarterly limit...	40.00	X		553,611.31
03/20/2023	EFT	T Mobile	-split-		189.20	X		553,422.11
03/21/2023	DEP	Income	335.12 · State Revenue...	payment # 049...		X	2,607.06	556,029.17
03/21/2023	E-pay	Capital City Bank pa...	-split-	59-1502925 Q...	5,127.24			550,901.93
03/21/2023	E-pay	Capital City Bank pa...	-split-	59-1502925 Q...	5,164.04			545,737.89
03/22/2023	EFT	FPL	-split-		2,570.13	X		543,167.76
03/22/2023		QuickBooks Payroll ...	-split-	Created by Pay...	3,828.93	X		539,338.83
03/23/2023	DD2075	Alphonso (Al) Willi...	-split-	Direct Deposit		X		539,338.83
03/23/2023	DD2076	Andrea J Almeida	-split-	Direct Deposit		X		539,338.83
03/23/2023	DD2077	Bruce wolfred	-split-	Direct Deposit		X		539,338.83
03/23/2023	DD2078	Carl L Robinson	-split-	Direct Deposit		X		539,338.83
03/23/2023	DD2079	Jeffrey Bernard	-split-	Direct Deposit		X		539,338.83
03/23/2023	DD2080	Kelly Krupski	-split-	Direct Deposit		X		539,338.83
03/28/2023	DEP	Income	312.42 · 1 to 5 cents L...	payment # 050...		X	1,622.13	540,960.96
03/28/2023	DEP	Income	312.41 · First Local Op...	payment # 050...		X	2,217.64	543,178.60
03/28/2023	DEP	Income	312.60 · Better Place - ...	payment # 050...		X	6,000.36	549,178.96
03/28/2023	DEP	Income	335.18 · State Revenue...	payment # 050...		X	3,846.16	553,025.12
03/28/2023	DEP	Income	323.10 · Franchise Tax...	Deposit		X	4,789.28	557,814.40
03/29/2023	10956	K&D Cleaning	575.341 · Comm Ctr, o...	community cen...	250.00			557,564.40
03/29/2023	10957	Peninsular Auto Parts	-split-	invoice number...	55.91			557,508.49
03/29/2023	10958	FGUA	-split-	service from 02...	101.55			557,406.94
03/29/2023	10959	City of Crescent City	572.341 · Parks other c...	Service charge ...	30.00			557,376.94
03/29/2023		QuickBooks Payroll ...	-split-	Created by Pay...	3,828.92	X		553,548.02
03/30/2023	EFT	Principal Life Insura...	-split-	for period 04/0...	207.15			553,340.87
03/30/2023	DD2081	Alphonso (Al) Willi...	-split-	Direct Deposit		X		553,340.87
03/30/2023	DD2082	Andrea J Almeida	-split-	Direct Deposit		X		553,340.87
03/30/2023	DD2083	Bruce wolfred	-split-	Direct Deposit		X		553,340.87
03/30/2023	DD2084	Carl L Robinson	-split-	Direct Deposit		X		553,340.87
03/30/2023	DD2085	Jeffrey Bernard	-split-	Direct Deposit		X		553,340.87
03/30/2023	DD2086	Kelly Krupski	-split-	Direct Deposit		X		553,340.87
03/31/2023	DEP	Income	335.14 · Mobile Home ...	payment # 051...		X	122.00	553,462.87
03/31/2023	DEP	Income	311.00 · Ad Valorem T...	Deposit		X	9,926.24	563,389.11



185 E Sesame St  
 Garner, IA 50438  
 855-525-3757  
 eddie@clerkbooks.com

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**Quote**

Date
4/5/2023

**For:**  
**Town of Pomona Park**  
 1775 S Hwy 17 | PO Box 518  
 Pomona Park, FL 32181

**Notes:**  
 Quote to install in April 2023 with beginning balances from Sept 30, 2022 and re-creating all transactions from Oct 1, 2022 to the time of installation. Install must be completed in April to receive April Discount in full.

ClerkBooks will obtain the following items on your behalf from QuickBooks	Initial Amount	Current Renewal Info
<b>QuickBooks Software and Services</b>		
● QuickBooks Pro Plus Subscription 2023 (1 User License) (QuickBooks is the core accounting system: Accounts Payable, Accounts Receivable, Payroll, Budgeting, Reports, and more.)	<i>Keep current subscription</i>	\$549.00 <i>Every Year</i>
● Enhanced Payroll Subscription (Includes calculation of gross wages for multiple departments and funds on 1 paycheck; automatic calculation of all taxes and benefits; tracks sick and vacation time; has the ability to print and submit 941s and W2s right from QuickBooks. Direct Deposit for each employee is also included.) <i>QuickBooks will automatically charge your bank account an annual fee plus \$5 per employee per month.</i>	\$ - <i>Keep your current subscription</i>	\$1,280.00 <i>(\$500.00 Per Year plus \$5 per employee per month)</i>
● Support through Intuit - the makers of QuickBooks	\$ -	<i>Included in Annual Fees</i>
<b>Subtotal: Items Paid To QuickBooks Directly</b>	<b>\$ -</b>	<b>\$1,829.00</b>

ClerkBooks provides the following items directly	Initial Amount	Current Renewal Info
<b>ClerkBooks Core Software and Services</b>	\$ 2,250.00	
● Custom QuickBooks File (custom chart of accounts matching accounts recommended by your State Auditor; custom payroll allocating wages to the proper activity & fund; custom navigation system; custom memorized transactions; custom items, 30+ custom reports for municipalities; and more)		<i>As Requested - Using Your Support Hours</i>
● Closing Tools (Finishes GASB fund accounting to create Balance Sheet by Fund, Profit & Loss by Fund and Trial Balance by Fund reports.)		\$50.00 <i>Every Year</i>
● Access to Online User Support Site (includes: 14+ hours of video training and hundreds of step-by-step how-to articles which can be printed for your own set of "cheat sheets")		<i>Included with ClerkBooks Annual Fees</i>
● Council/Board Training Videos (Focuses on understanding and using the financial reports to make decisions, catch mistakes and prevent fraud)		<i>Included with ClerkBooks Annual Fees</i>
● Installation (After the Data Conversion, we install and register all of the software for you)		<i>N/A-One-time service</i>
● Orientation (Two days of one-on-one remote training with your support representative. Orientation focuses on your specific setup.)		<i>N/A-One-time service</i>
<b>Support</b>		
● 10 Hour ClerkBooks Remote Support Package (share your screen with us, call toll-free, can be used to support any ClerkBooks component; can also be used for any accounting question including end-of-year closing, AFR prep and audit support)	\$ 850.00	<i>As Needed (5, 10, 20, 40 or 80 hour packages available)</i>
<b>File Set-up</b>		
● Set-up, Customization and Data Transfer (We work with you to: add customer, vendor and employee information; add beginning bank account balances; add beginning fund balances; streamline the full chart of accounts for your specific needs; set-up budgets; customize invoices and reports; and much more, all to make ClerkBooks work specifically for your City)	\$ 5,600.00	<i>N/A - One-Time Setup (quote based on the transfer of 900-1100 beginning balances and transactions)</i>
<b>Other</b>		
● April Discount (30% off Data Transfer)	\$ (1,680.00)	<i>n/a</i>
<b>Subtotal: Items Paid To ClerkBooks Directly</b>	<b>\$ 7,020.00</b>	<b>\$50.00</b>

Combined Quote Total	One-Time	Annually
<i>This quote is based upon our initial interview . If the actual data converted is <b>materially different</b> than provided during the interview, the final invoice may be different than the amount quoted. Documentation of the reasons for the difference will be provided with the final invoice.</i>	\$ 7,020.00	<b>\$1330.00 + Support</b>



185 E Sesame St  
 Garner, IA 50438  
 855-525-3757  
 eddie@clerkbooks.com

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# Quote

Date
4/5/2023

**For:**  
**Town of Pomona Park**  
 1775 S Hwy 17 | PO Box 518  
 Pomona Park, FL 32181

**Notes:**  
 Quote to install in Oct 2023 with beginning balances only from Sept 30, 2023.  
 City staff to re-create transactions from Oct 1, 2023 to the time of installation.

ClerkBooks will obtain the following items on your behalf from QuickBooks	Initial Amount	Current Renewal Info
<b>QuickBooks Software and Services</b>		
● QuickBooks Pro Plus Subscription 2023 (1 User License) (QuickBooks is the core accounting system: Accounts Payable, Accounts Receivable, Payroll, Budgeting, Reports, and more.)	Keep current subscription	\$549.00 Every Year
● Enhanced Payroll Subscription (Includes calculation of gross wages for multiple departments and funds on 1 paycheck; automatic calculation of all taxes and benefits; tracks sick and vacation time; has the ability to print and submit 941s and W2s right from QuickBooks. Direct Deposit for each employee is also included.) <i>QuickBooks will automatically charge your bank account an annual fee plus \$5 per employee per month.</i>	\$ - Keep your current subscription	\$1,280.00 (\$500.00 Per Year plus \$5 per employee per month)
● Support through Intuit - the makers of QuickBooks	\$ -	Included in Annual Fees
<b>Subtotal: Items Paid To QuickBooks Directly</b>	<b>\$ -</b>	<b>\$1,829.00</b>

ClerkBooks provides the following items directly	Initial Amount	Current Renewal Info
<b>ClerkBooks Core Software and Services</b>	\$ 2,250.00	
● Custom QuickBooks File (custom chart of accounts matching accounts recommended by your State Auditor; custom payroll allocating wages to the proper activity & fund; custom navigation system; custom memorized transactions; custom items, 30+ custom reports for municipalities; and more)		As Requested - Using Your Support Hours
● Closing Tools (Finishes GASB fund accounting to create Balance Sheet by Fund, Profit & Loss by Fund and Trial Balance by Fund reports.)		\$50.00 Every Year
● Access to Online User Support Site (includes: 14+ hours of video training and hundreds of step-by-step how-to articles which can be printed for your own set of "cheat sheets")		Included with ClerkBooks Annual Fees
● Council/Board Training Videos (Focuses on understanding and using the financial reports to make decisions, catch mistakes and prevent fraud)		Included with ClerkBooks Annual Fees
● Installation (After the Data Conversion, we install and register all of the software for you)		N/A-One-time service
● Orientation (Two days of one-on-one remote training with your support representative. Orientation focuses on your specific setup.)		N/A-One-time service

<b>Support</b>		
● 10 Hour ClerkBooks Remote Support Package (share your screen with us, call toll-free, can be used to support any ClerkBooks component; can also be used for any accounting question including end-of-year closing, AFR prep and audit support)	\$ 850.00	As Needed (5, 10, 20, 40 or 80 hour packages available)

<b>File Set-up</b>		
● Set-up, Customization and Data Transfer (We work with you to: add customer, vendor and employee information; add beginning bank account balances; add beginning fund balances; streamline the full chart of accounts for your specific needs; set-up budgets; customize invoices and reports; and much more, all to make ClerkBooks work specifically for your City)	\$ 3,360.00	N/A - One-Time Setup (quote based on the transfer of 350-450 beginning balances only)

<b>Other</b>		
● Current QuickBooks User 10% of Data Transfer Discount	\$ (336.00)	n/a
<b>Subtotal: Items Paid To ClerkBooks Directly</b>	<b>\$ 6,124.00</b>	<b>\$50.00</b>

<b>Combined Quote Total</b>		
<i>This quote is based upon our initial interview . If the actual data converted is <b>materially different</b> than provided during the interview, the final invoice may be different than the amount quoted. Documentation of the reasons for the difference will be provided with the final invoice.</i>	One-Time \$ 6,124.00	Annually \$1330.00 + Support

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**Aquatic Plant Control Permit**  
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
 Division of Habitat and Species Conservation  
 Invasive Plant Management Section  
 3800 Commonwealth Boulevard, Mail Station 705  
 Tallahassee, Florida 32399

Permittee Name: Lake Broward Association, Inc. Permit Number: IPM-15-00803B  
 Permittee Address: P.O. Box 294 Effective Date: 09/01/2021  
 POMONA PARK, FLORIDA Expiration Date: 09/01/2024  
 32181 UNITED STATES

IS AUTHORIZED TO:

1. Pursuant to the Agency's authority under Chapter 369.20 Florida Statutes and Chapter 68F-20 Florida Administrative Code, the Permittee is authorized to control aquatic plants under the conditions listed below and in accordance with any site map that may be attached to this permit. A copy of this permit must be present on site and available for review during any aquatic plant control activities.

AUTHORIZED LOCATION(S): **Area of operation:** Broward, Lake ( PUTNAM Co. )  
**Site Address:** 119 Parkin Road , POMONA PARK 32181  
**POS:** Latitude 29° 30' 11.05' N Longitude 81° 35' 35.71' W

Permittee Signature:  Date: 9-14-2021

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Christopher Boever Authorized for: Eric Sutton, Executive Director

Authorizing Signature: \_\_\_\_\_ Date: 09/09/2021  
 Invasive Plant Management Section

Is Authorized To (Continued):

PLANT	ACRES	METHOD
Water Shield (Brasenia schreberi)	3.00	2,4-D (liquid), Flumioxazin, Glyphosate, Hand Removal, Mechanical Harvester
Variable Leaf Milfoil (Myriophyllum heterophyllum)	3.10	Diquat, Hand Removal
Lake Rush (Fuirena spp)	1.10	Glyphosate, Hand Removal
Fragrant Water Lily (Nymphaea odorata)	3.00	2,4-D (liquid), Glyphosate, Hand Removal, Mechanical Harvester
Hydrilla (Hydrilla verticillata)	100.00	Aquathol K, Aquathol Super K
Bogmoss (Mayaca fluviatilis)	3.10	Diquat, Hand Removal
Torpedo grass (Panicum repens)	3.00	Glyphosate, Hand Removal

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permittee must manage the above listed aquatic plants in accordance with the attached site plan which is made

part of this permit.

- 2 This permit is issued to the Lake Broward Association and applies to each Lake Broward lakefront property owner. Acreage of the above listed aquatic plants represents that which can be removed from the entire shoreline of Lake Broward.
- 3 Permittee may maintain clear the above listed aquatic plants from within in access corridor not to exceed 50 feet in width or 50% of property frontage, whichever is less, of sufficient length water ward from the shore to allow access to open water. **This access corridor will be placed in an area that causes minimal impact to existing native aquatic plants.** Only TORPEDO GRASS AND HYDRILLA maybe removed outside the access corridor.
- 4 This permit authorizes the permittee to maintain clear the above listed aquatic plants along the City of Pomona Park public swimming area (120 feet wide and 230 feet out from the shore). See the attached Site Plan for location of the swimming area.
- 5 All aquatic herbicides must have an aquatic-use label and must be applied in strict compliance with the directions stated on the product label. It is a violation of state and federal law to use herbicides in a manner that is inconsistent with its label. The label is the law. Before using any herbicide, the applicator should read the label to determine any water use restrictions, herbicide toxicity, location & sites where herbicide can be used and what personal protective clothing & equipment is required.
- 6 Permittee shall make a reasonable effort to notify potential users of the treated waters listing the types and lengths of any restrictions imposed by the label. Notifications shall be accomplished by posting signs and/or notices, distributing notices to residents, making contact with citizen coordinators, public notices in newspaper, putting out a signal or marking system or holding public meetings.
- 7 All aquatic vegetation removed pursuant to this permit shall be deposited on a self-contained upland site which shall be located so as to prevent the reintroduction of the removed vegetation into waters of the State.
- 8 Permittee shall not disturb or destabilize the shoreline substrate while using any mechanical equipment. If substrate will/may be disturbed or removed while using a tractor/mower, bush-hog or other mechanical equipment, then a dredge & fill permit may be required by the Department of Environmental Protection (904) 256-1700.
- 9 This permit supersedes all prior permits issued.
- 10 The permit or a copy of the permit must be present and available for review on site during the time of any aquatic plant control activities.
- 11 The issuance of this permit does not relieve the permittee of the responsibility to comply with all applicable federal, state, county and municipal laws, ordinances, or rules; nor is the permittee relieved of the responsibility to obtain any other licenses or permits.
- 12 This permit is valid for only the activities printed on the front of this document.
- 13 The Permittee agrees to hold and save the State of Florida, the Fish and Wildlife Conservation Commission, its inspectors and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property, which might result from the aquatic plant management activities pursuant to the permit. [If the Permittee is a Florida "state agency or subdivision" as defined in 768.28, F.S., this provision does not constitute a waiver of the Permittee's sovereign immunity or extend the Permittee's liability beyond the limits established in Section 768.28, F.S.]
- 14 The Permittee is responsible for complying with the restrictions/requirements of any recorded conservation easement along the shoreline. If the activities authorized by this permit are inconsistent or contrary with the restrictions/requirements of a conservation easement, then the permittee must obtain authorization from the conservation easement holder prior to conducting any aquatic plant control activities at the site.
- 15 The removal of aquatic plants is exempt from chapters 373 and 403, Florida Statutes, dredge and fill permitting requirements, provided the activities are performed in compliance with the conditions of paragraph 403.813(1)(r), Florida Statutes (copy attached). Turbidity caused by aquatic plant control activities must be contained on site so as to prevent violation of state water quality standards.

**A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter**

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**28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.**

*Proclamation*  
*Putnam County - Town of Pomona Park*  
*Pomona Park, Florida*

**WHEREAS**, water is a basic and essential need of every living creature, and water conservation is becoming more critical across our great state, and

**WHEREAS**, the State of Florida, St. Johns River Water Management District and Putnam County are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, residents are encouraged to keep their home leak-free by fixing broken sprinkler heads and repairing dripping faucets, toilet flappers and showerheads; and

**WHEREAS**, The Town of Pomona Park and the State of Florida have designated April, historically a dry month when water demands are most acute, as Water Conservation Month to educate residents about how they can help save Florida's precious water resources; and

**WHEREAS**, The Town of Pomona Park has always encouraged and supported water conservation through various educational programs and special events; and

**WHEREAS**, every business, industry, school and resident can help by saving water and thus promote a healthy economy and community; **NOW, THEREFORE,**

**WE, THE TOWN COUNCIL OF THE TOWN OF POMONA PARK, PUTNAM COUNTY, FLORIDA, do hereby proclaim April 2023 as:**

**“WATER CONSERVATION MONTH”**

*and call upon each resident and business to help protect our precious resource by practicing water saving measures, following the county's lawn watering ordinance, and becoming more aware of the need to save water.*

**Dated this 11th day of April, 2023**

ATTEST:

\_\_\_\_\_ - Joseph Svingala, Mayor  
\_\_\_\_\_ - Andrea Almeida, Town Clerk

# Proclamation

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK  
April 30 - May 6, 2023

*Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

*Now, Therefore, I, Joseph Svingala, Mayor of Pomona Park , do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Andrea Almeida, and Kelly Krupski and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this April 11<sup>th</sup>, 2023*

*Mayor Joseph Svingala*

*Attest: \_\_\_\_\_*



# Florida Association of City Clerks

Promoting and Developing the Educational and Professional Status of Florida City Clerks

FACC Home About FACC Events Regional Associations Scholarships Awards

- Board of Directors
- Certification
- City Clerks Manual
- Clerks Assistance Program
- Contact FACC
- Discussion Forum
- eLearning - Recorded Webinars
- Florida Education Fund
- History
- Job Center
- Meeting Minutes
- Member Directory
- Membership
- Mentoring Program
- News
- Photo Gallery
- Resources
- Statement of Accessibility

## 2023 Summer Conference and Academy, The Vinoy® Renaissance, St. Petersburg



**#FACCsummer2023**

**June 17-21, 2023**

The Vinoy® Renaissance St. Petersburg  
501 5th Avenue NE  
St. Petersburg, FL 33701

**The hotel room rate is \$189 per night.**

**FACC Member registration rate is \$400.**

**FACC Nonmember registration rate is \$525.**

**Guest registration rate is \$300.**

**Attendee registration opens in late April 2023.**

### In Events:

- [Athenian Dialogue and District Trainings](#)
- [Board of Directors Meetings](#)
- [Conferences and Academies](#)
- [eLearning - Recorded Webinars](#)
- [Live Webinars](#)
- [Municipal Clerks Week](#)
- [Recognition Presentations](#)
- [Resolution Presentations](#)

### Corporate Participation

The 2023 Florida Association of City Clerks Summer Conference and Academy is the place to share your products and services with Municipal Clerks from around Florida. Historically, we've averaged over 190 Clerks and Deputy Clerks attending the last three years. Corporate options are:

#### Exhibit

Booths will be open June 19 and 20.

#### Sponsor

If you don't want a booth, but still wish to participate, we also have sponsorship opportunities.

**To sign up, please [download this kit](#) and send your reservation forms to [dani@bethrawlins.com](mailto:dani@bethrawlins.com). You can also contact her with any questions you have.**

### Statement of Accessibility

The Florida Association of City Clerks (FACC) is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to

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**Andrea Almeida**

**From:** Florida League of Cities <ebranchcomb@flcities.com>  
**Sent:** Thursday, March 30, 2023 2:08 PM  
**To:** townclerk@pomonapark.com  
**Subject:** Discounted Rate for the 2023 FLC Insurance Summit Ends April 28



## Florida League of Cities Insurance Summit May 17 - 19 in Fort Myers

The property insurance market in Florida is currently experiencing its most challenging time in more than a decade, and health insurance trends continue to drive costs. Learning about the latest trends and emerging issues is the best way to help your city, town or village make the best decisions for your unique community.

Join us in **Fort Myers on May 17-19** for the first annual **Florida League of Cities Insurance Summit!** This event will provide timely training and education to municipal staff responsible for insurance, risk management and human resources.

Now is the best time to register! The discounted early registration rate of \$300 expires on April 28.

Attending this program will also earn Professional Development Credits for staff who are certified by the Society for HR Management (SHRM)!

### Who Should Attend

This summit is perfect for municipal staff who wear many hats! Whether they are new to municipal administration or longtime staff members, everyone in the positions (and related positions) listed below will find the summit workshops full of helpful information and updates on current trends.

Human Resources Director  
 Human Resources Generalist  
 Risk Manager  
 Risk and Safety Manager  
 Risk and Safety Director  
 Risk Specialist  
 Finance Officer  
 Finance Director

Chief Financial Officer  
 City Clerk  
 Town Clerk  
 Village Clerk  
 City Manager  
 Town Manager  
 Village Manager  
 Municipal Administrator

## Conference Workshop Topics

The Insurance Summit will inform attendees about the state of the Florida insurance market, with a focus on the current property insurance and health insurance markets.

Workshop and keynote presentation topics include:

- Florida's Insurance Market Hot Topics: Property Insurance and Group Health Insurance
- Disaster Preparation and Recovery: Are You and Your City Prepared for a Major Hurricane?
- Municipal Insurance Basics
- Legislative Update
- Recruiting and Retention: Hire to Retire!
- Employee Wellness: Is It Worth It?
- Workers' Compensation and Return-to-Work Programs: How Effective Programs Can Decrease Your Premiums
- Managing and Transferring Risk

# Conference Housing Information

The **Luminary Hotel & Co.**, which sits right on the river in downtown Fort Myers, will serve as the host hotel for the FLC Insurance Summit. The hotel is offering the reduced rate of **\$199/night** for Summit participants, plus \$15/night for self-parking.

Note that the hotel will **NOT** accept any reservations until your registration is paid. Once we have received your registration payment, you will receive complete housing instructions via email.

Please note that the reservation cutoff date is **Tuesday, April 25, 2023**. It is important that you register for the Summit early so that you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis**. We are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early**.

## Registration Information

### Advance Registration Procedure

All participants are encouraged to register in advance to avoid any delays at the registration desk. Please register online at [flcities.com](http://flcities.com) with a credit card or return the completed registration form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302.

### Registration Fees

The registration fee for the Insurance Summit is **\$300** per person. Registration is open to employees of FLC member municipalities and charter counties **ONLY**. Registration includes all workshops; Wednesday's welcome reception; Thursday's lunch, reception, dinner and breaks; and Friday's lunch and breaks. Note that the registration fee will increase to **\$400 after April 28, 2023**.

### Registration Deadline

All registration forms must be received no later than **Friday, April 28, 2023**, to qualify for advanced registration. After April 28, registrants will be subject to the late registration fee as noted above.

### Refunds

Summit registration cancellation requests must be sent via email to [mhowe@flcities.com](mailto:mhowe@flcities.com). All cancellations received in the FLC office by 5:00 p.m., **Friday, May 5, 2023**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the Summit. Registrations may be transferred to another individual with advance notification.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

March 16, 2023

Town of Pomona Park  
Pomona Park, Florida 32181  
Box 518 (1775 S. Hwy 17)

RE: New Agreement for Maintenance to replace BEA24

Gentlemen:

The current Agreement for Maintenance, BEA24, will complete its third and final year on July 31, 2023. The Department desires to enter into another Agreement with the same conditions and amount covering the period of August 1, 2023, through July 31, 2026. Please respond with a letter on your company's letterhead stating your intentions regarding entering into a new agreement.

Please send an original copy of the letter to:

Casey Pacetti  
Florida Department of Transportation  
3600 DOT Road  
St. Augustine, FL 32084

If you have questions about this process, please call me at (904) 825-5019.

Sincerely,

Casey Pacetti  
Contracts Coordinator

**MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and **Town of Pomona Park, Florida** ("Agency").

**-RECITALS-**

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to assume the maintenance responsibilities of the Property in order to improve the aesthetic appearance of the Agency; and
3. The Property is within or adjacent to the corporate limits of the Agency; and
4. The Agency, by Resolution No. 2020-3 dated 1/29/20, attached as Exhibit "B", authorizes its officers to enter this Agreement.

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS & EXHIBITS**

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date").

**3. TERM**

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on Aug. 1, 2020 and continue for one full calendar year from that same date, renewable for three consecutive years from the Effective Date.

**4. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**5. COMPLIANCE**

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Putnam County, Florida and other local governmental entities ("Governmental Law").

## **6. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall maintain all turf and landscaped areas within the Department Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

**7. MAINTENANCE OF TRAFFIC**

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

**8. IMPROVEMENTS & MODIFICATIONS**

A. The Department may require the Agency to improve or modify the Property if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

**9. ADDITIONAL LANDSCAPING**

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

**10. PERMISSIVE USE**

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

**11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

**12. REMOVAL**

The Department may require modification, relocation or removal of the landscaping, plants, trees and other



improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

### **13. PAYMENTS TO AGENCY**

The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$6,477.76** per quarter for a total sum of **\$25,911.04** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement. The Department may suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

### **14. PAYMENTS TO DEPARTMENT**

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

### **15. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

### **16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in §376.305 and §337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from time to time.

**17. NOTICE**

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Contracts Manager  
3600 DOT Road  
St. Augustine, FL 32084

Agency: Town of Pomona Park  
Joseph Svingala, Mayor  
P.O. Box 518 (1775 S. Hwy 17)  
Pomona Park, Florida 32181

**18. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**19. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

**20. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**21. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

**22. ASSIGNMENT**

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

**23. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**24. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

#### **25. ENTIRE AGREEMENT**

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **26. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

#### **27. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **28. INTERPRETATION**

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **29. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

#### **30. SEVERANCE**

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

#### **31. COMPUTATION OF TIME**

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **32. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

#### **33. CONTRACTUAL SERVICES**

In the event this Agreement is for a "contractual service" as defined by §287.012, Florida Statutes, as the same may be amended from time to time, then all applicable provisions of Chapter 287, Florida Statutes shall apply.

#### **34. VENDOR OMBUDSMAN**

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing

problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

**35. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**36. PUBLIC RECORDS**

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**EXHIBIT "A"**  
**Town of Pomona Park**  
**MAINTENANCE LOCATIONS**

**STATE ROAD NUMBER**

SR 15

**LIMITS**

FROM: Pomona Park City Limit (MP. 11.324)

TO: Pomona Park City Limit (MP. 13.557)

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# 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)**

**WHEREAS**, Florida Department of Transportation has determined that the Town of Pomona Park will increase the maintenance of the portion of Hwy. 17 between the north Town limit and the south Town limit - Maintenance and Compensation program; and

**WHEREAS**, the Town of Pomona Park desires to assume the maintenance responsibilities of the Property in order to improve the aesthetic appearance of the Town; and

**WHEREAS**, the Town of Pomona Park will receive compensation of \$6,477.76 per quarter, with a total annual sum of \$25,911.04.

**NOW THEREFORE, BE IT RESOLVED**; by the Town of Pomona Park, Putnam County, Florida, that:

**Section 1. Purpose**

Should this resolution be adopted, it shall serve to authorize the Mayor to execute Maintenance Agreement between the Town of Pomona Park and Florida Department of Transportation BE435 (attached hereto as Exhibit A).

**Section 2. Severability**

Each phrase, sentence, paragraph, section or other provision of this Resolution is severable from all other such phrases, sentences, paragraphs, sections and provisions. Should any phrase, sentence, paragraph, section or provision of this Resolution be declared by the courts to be unconstitutional or invalid, such declaration shall not affect any other portion or provision of this Resolution.

**Section 3. Conflicts**

All Resolutions, or parts of Resolutions, in conflict herewith including, are hereby repealed.

**Section 4. Effective Date**

This Resolution shall take effect August 1, 2020 – July 31, 2023

**IN WITNESS THEREOF**, this Resolution has been duly adopted at a Public Meeting on June 29, 2020

By: Joseph Svingala  
Joseph Svingala, Mayor 6-30-20

Attest: Donna Fontana  
Donna Fontana, Town Clerk

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2  
386-758-3727  
D2prcustodian@ dot.State.FL.us  
Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of ten (10) pages.

Florida Department of Transportation

By: [Signature]  
Printed Name: Greg Evans  
Title: District Two Secretary  
Date: 7/31/2020

Legal Review:  
By: [Signature] 7-31-20  
Office of the General Counsel  
Florida Department of Transportation

Attest:

By: [Signature]  
Printed Name: Rhonda Harrington  
Title: Admin. Assist.  
Date: 7/31/2020



Agency

By: [Signature]  
Printed Name: Joseph C. Scingala  
Title: Mayor  
Date: 6-30-20

Attest:

By: [Signature]  
Printed Name: Donna Fontana  
Title: Clerk  
Date: 6/30/20

Legal Review:

By: [Signature]  
Legal Counsel for Agency

To: Ta'rika.Green@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

BEA24

7/30/2020

**CONTRACT INFORMATION**

<b>Contract:</b>	BEA24
<b>Contract Type:</b>	BR - LANDSCAPING & LAWN CARE SERVICES (LAWN CARE)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	TOWN OF POMONA PARK
<b>Vendor ID:</b>	F591502925001
<b>Beginning Date of This Agreement:</b>	08/01/2020
<b>Ending Date of This Agreement:</b>	07/31/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$110,685.20
<b>Description:</b>	Encumbering Funds FY 2021, 2022 and 2023

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/30/2020

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$9,435.00	\$16,476.04
Financial Project:	44366217809	44366217809
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2021	2021
Budget Entity:	55150200	55150200
Category/Category Year:	088712/21	088712/21
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:	1	1
Enc Line (6s)/Status:	0001/04	0002/04

**Total Amount: \$25,911.04**



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To: lisa.butler@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**BEA24**

**7/27/2020**

**CONTRACT INFORMATION**

<b>Contract:</b>	BEA24
<b>Contract Type:</b>	BR - LANDSCAPING & LAWN CARE SERVICES (LAWN CARE)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	TOWN OF POMONA PARK
<b>Vendor ID:</b>	F591502925001
<b>Beginning Date of This Agreement:</b>	08/01/2020
<b>Ending Date of This Agreement:</b>	07/31/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$28,305.00
<b>Description:</b>	Encumbering Funds FY 2021, 2022 and 2023

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/27/2020**

Action:	Future Year	Future Year
Reviewed or Approved:	*REVIEWED	*REVIEWED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$9,435.00	\$9,435.00
Financial Project:	44366217809	44366217809
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2022	2023
Budget Entity:	55150200	55150200
Category/Category Year:	088712/22	088712/23
Amendment ID:	A001	A001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	/04	/04

**Total Amount: \$18,870.00**

\*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

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To: lisa.butler@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

BEA24

7/30/2020

**CONTRACT INFORMATION**

<b>Contract:</b>	BEA24
<b>Contract Type:</b>	BR - LANDSCAPING & LAWN CARE SERVICES (LAWN CARE)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	TOWN OF POMONA PARK
<b>Vendor ID:</b>	F591502925001
<b>Beginning Date of This Agreement:</b>	08/01/2020
<b>Ending Date of This Agreement:</b>	07/31/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$110,685.20
<b>Description:</b>	Encumbering Funds FY 2021, 2022 and 2023

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/30/2020

Action:	Future Year	Future Year
Reviewed or Approved:	*REVIEWED	*REVIEWED
Organization Code:	55024040210	55024040210
Expansion Option:	A1	A1
Object Code:	242059	242059
Amount:	\$16,476.04	\$16,476.04
Financial Project:	44366217809	44366217809
Work Activity (FCT):	400	400
CFDA:		
Fiscal Year:	2022	2023
Budget Entity:	55150200	55150200
Category/Category Year:	088712/22	088712/23
Amendment ID:	A001	A001
Sequence:	02	03
User Assigned ID:	1	1
Enc Line (6s)/Status:	/04	/04

**Total Amount: \$32,952.08**

\*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

**RESOLUTION 2023-3**

**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)**

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**Section 3. Conflicts**

All Resolutions, or parts of Resolutions, in conflict herewith including, are hereby repealed.

**Section 4. Effective Date**

This Resolution shall take effect August 1, 2023 – July 31, 2026

**IN WITNESS THEREOF**, this Resolution has been duly adopted at a Public Meeting on April 11, 2023

**By:** \_\_\_\_\_  
**Joseph Svingala, Mayor**

**Attest:** \_\_\_\_\_  
**Andrea Almeida, Town Clerk**

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INVOICE

Neal Strickland Roofing  
153 U.S. Highway 17 S.  
East Palatka, FL 32131  
(386) 328-5509



**Town of Pomona Park Town Hall**  
**1775 HWY 17**  
**Pomona Park, FL 32181**

Invoice #	5857
Date	3/29/2023
Amount Due	\$1,250.00
Due Date	Due on Receipt

Item	Description	Amount
Repair	*Remove ridge cap, install closure strips on both sides of ridge, caulk & reinstall ridge cap.  Price: \$1,250.00	\$1,250.00

Payment with Credit Card: Additional 3.5% Charge  
**Steel metal panel warranty is not valid if within 1,500 feet of saltwater.**

Sub Total	\$1,250.00
Total	\$1,250.00
Amount Paid	\$0.00
Balance Due	\$1,250.00

SPECIAL INSTRUCTIONS

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# JACKSON CARPORT AND CONCRETE CO., INC

229 EAST MAIN STREET  
POMONA PARK, FLORIDA 32181  
386-546-2297

SBMCO-025 CLASS 11 (MASONRY & CONCRETE) SBCA1-060 CLASS 11 (CARPENTRY) SBSF-003 CLASS 11 (PRE-FAB BUILDING INSTALLER)

### PROPOSAL PRESENTED TO:

<b>NAME</b>	TOWN OF POMONA PARK	<b>DATE</b>	2/15/23
<b>STREET ADDRESS</b>		<b>PHONE NUMBERS</b>	BRUCE 386-314-4609
<b>MAILING ADDRESS</b>	1775 S HWY 17 POMONA PARK, FLORIDA 32181	<b>TAX PARCEL #</b>	<del>31-11-27-0000-0320-0000</del>

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

## BUS STOP SHELTER

### APPROXIMATELY 4'X9' ON DIRT (SAME SIZE OF OTHERS)

#### INCLUDES

#### DOES NOT INCLUDE

SHEET COLOR: COCOA BROWN TRIM COLOR: RED	BENCH WOOD TOWN MAINTENANCE DID LAST TIME PLEXI GLASS
---	---

**NOTES: PRICE FOR ONE SHELTER**

**TOTAL COST FOR JOB: \$1,325.00**

**DOWN PAYMENT \$325.00**

**BALANCE TO BE PAID IN IN FULL WHEN JOB IS COMPLETE \$1,000.00**

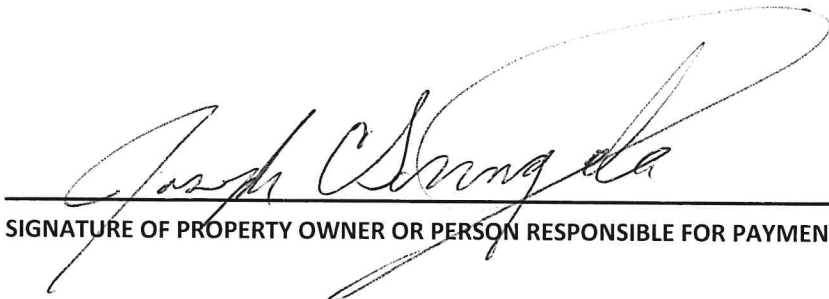
#### ACCEPTANCE OF PROPOSAL AS WRITTEN

The above prices, specifications and conditions are hereby accepted. Jackson Carport and Concrete co., Inc. is authorized to do the work as specified. Payment will be made as stated above.

According to Florida Construction Lien Law Section 713.001/931.37 Florida Statutes if you fail to pay your contractor you may also have a lien on your property this means if a lien is filed your property could be sold against your will to pay for labor and materials or other services that your contractor or a sub may have failed to pay, to protect yourself you should stipulate in this contract that before any payment is made your contractor is required to provide you with a written release of lien from any company.

2-17-23

DATE



---

SIGNATURE OF PROPERTY OWNER OR PERSON RESPONSIBLE FOR PAYMENT OF ABOVE STATED JOB



# April

2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13 TBALL 6-7:15pm	14	15
16	17 TBALL 6-7:15pm	18	19	20 TBALL 6-7:15pm	21	22
23	24 TBALL 6-7:15pm	25	26	27 TBALL 6-7:15pm	28	29 Town Clean Up 8-11 am
30						

# May

2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Sign Workshop 6pm	3	4	5	6 Breakfast 8-10am
7	8 Beautification Meeting 6pm	9 Council Meeting 6pm	10	11	12	13 Founders Day Ball Field
Mother's Day 14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29 Memorial Day Office Closed	30	31			