

TOWN OF POMONA PARK

SPECIAL CALLED MEETING AGENDA

Monday, August 3, 2026

5:30 P.M.

Town Hall Council Chambers

1775 U.S. Highway 17 South

Pomona Park, Florida 32181

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

5. NEW BUSINESS

A. RESOLUTION NO. 2026-07 – PROPOSED MILLAGE RATE

Consideration and approval of **Resolution No. 2026-07**, approving the Proposed Fiscal Year 2026-2027 Millage Rate and setting the proposed rate for TRIM purposes.

B. RESOLUTION NO. 2026-08 – RETAINING LEGAL REPRESENTATION

Consideration and approval of **Resolution No. 2026-08**, retaining **The Douglas Law Firm** to provide legal representation and legal services to the Town of Pomona Park.

C. LETTER OF SUPPORT – ANIMAL CONTROL AND CARE

Consideration and approval of a **Letter of Support for Animal Control and Care**.

6. COUNCIL COMMENTS

7. ADJOURNMENT

RESOLUTION NO. 2026-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF POMONA PARK, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2026–2027; STATING THE PERCENTAGE BY WHICH THE PROPOSED MILLAGE RATE EXCEEDS, IS EQUAL TO, OR IS LESS THAN THE ROLLED-BACK RATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Town Council of the Town of Pomona Park, Florida, is required to establish a proposed millage rate for the purpose of calculating ad valorem taxes for the fiscal year beginning October 1, 2026, and ending September 30, 2027; and

WHEREAS, the Town Council has reviewed the proposed budget and has determined that the proposed millage rate is necessary to fund essential municipal services for the Town of Pomona Park during Fiscal Year 2026–2027; and

WHEREAS, the rolled-back rate for Fiscal Year 2026–2027 has been calculated in accordance with Florida law;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF POMONA PARK, FLORIDA:

Section 1. The Town Council hereby adopts a proposed operating millage rate of 6.9357 mills to be levied for the Fiscal Year 2026–2027.

Section 2. The proposed millage rate of 6.9357 mills is (10%) [more than / equal to / less than] the rolled-back rate of 6.3052 mills.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Pomona Park, Florida, at a duly noticed meeting this 3rd day of August, 2026.

TOWN OF POMONA PARK, FLORIDA

By:

Mayor Anthony Cuevas

ATTEST:

Andrea Almeida, Town Clerk

DOUGLAS LAW FIRM

ATTORNEYS AND COUNSELORS AT LAW

OFFICES: PALATKA, ST. AUGUSTINE, OCALA,
FLEMING ISLAND, & FLAGLER BEACH

July 24, 2026

Town of Pomona Park
Attn: Town Council
Via Email: townclerk@pomonapark.com

Re: Proposal for Legal Services

Dear Mayor and Members of the Town Council:

Thank you for the opportunity to submit our proposed contract for legal services to the Town of Pomona Park. Douglas Law Firm is honored to be considered for the role of the Town's legal counsel.

Our firm is deeply committed to serving communities throughout Northeast Florida. We understand the unique responsibilities of municipal government and provide practical, responsive legal guidance on the issues local governments face. We value the opportunity to build strong relationships with and support the goals of the communities we serve.

We appreciate your consideration and look forward to serving the Town of Pomona Park.

Sincerely,



Charles T. Douglas, Jr.
Managing Partner

**TOWN OF POMONA PARK
RESOLUTION NO. 2026-08**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF POMONA PARK, FLORIDA, APPROVING AN AGREEMENT FOR LEGAL SERVICES WITH THE DOUGLAS LAW FIRM; APPOINTING THE DOUGLAS LAW FIRM AS LEGAL COUNSEL FOR THE TOWN OF POMONA PARK; DESIGNATING JEREMIAH R. BLOCKER AS THE PRIMARY TOWN ATTORNEY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS,

The Town Council of the Town of Pomona Park recognizes the necessity of retaining competent legal counsel to advise and represent the Town in matters relating to municipal government, litigation, contracts, land use, public records, ethics, and all other legal matters affecting the Town; and

WHEREAS,

The Town Council has reviewed the proposed Agreement for Legal Services between the Town of Pomona Park and the Douglas Law Firm and has determined that the Douglas Law Firm possesses the qualifications, experience, and resources necessary to provide comprehensive legal representation to the Town; and

WHEREAS,

The Agreement provides for the appointment of the Douglas Law Firm as legal counsel for the Town, with **Jeremiah R. Blocker** serving as the primary attorney assigned to represent the Town and attend regular Town Council meetings, while allowing the Douglas Law Firm to assign additional attorneys or staff as necessary to provide legal services in accordance with the Agreement; and

WHEREAS,

The Agreement establishes the terms of legal representation, including attendance at regularly scheduled Council meetings, legal consultation, litigation services, contract review, legal opinions, and other related legal services for the benefit of the Town; and

WHEREAS,

The Town Council finds that entering into the Agreement for Legal Services with the Douglas Law Firm is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF POMONA PARK, FLORIDA, AS FOLLOWS:

Section 1. Approval of Agreement.

The Agreement for Legal Services between the Town of Pomona Park and the Douglas Law Firm, attached hereto as **Exhibit "A"** and incorporated herein by reference, is hereby approved.

Section 2. Appointment of Legal Counsel.

The Town Council hereby appoints the **Douglas Law Firm** as the official legal counsel for the Town of Pomona Park.

Pursuant to the Agreement, **Jeremiah R. Blocker** shall serve as the primary Town Attorney and principal legal representative assigned by the Douglas Law Firm to provide legal services to the Town. The Douglas Law Firm may assign additional attorneys or staff, as necessary, to assist in representing the Town in accordance with the terms of the Agreement.

Section 3. Authorization.

The Mayor is hereby authorized to execute the Agreement for Legal Services on behalf of the Town of Pomona Park. The Town Clerk is authorized to attest the Agreement and to take any actions necessary to implement this Resolution.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED

TOWN OF POMONA PARK

Anthony Cuevas
Mayor

ATTEST:

Andrea Almeida
Town Clerk

CONTRACT FOR TOWN ATTORNEY SERVICES

THIS AGREEMENT entered into ___ day of _____, 2026 by and between the Town of Pomona Park, a Florida Municipal Corporation ("Town"), having an address of P.O. 518, Pomona Park, FL 32181 and the law firm of Douglas Law Firm ("Attorney"), having an address of 117 N 2nd St., Palatka, FL 32177.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters which are assigned to ATTORNEY by TOWN. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the TOWN shall be Jeremiah R. Blocker who shall serve as the TOWN ATTORNEY. The TOWN ATTORNEY may utilize other alternative attorneys from the firm, who shall be deemed to be assistant Town attorneys. Any attorney providing services to the TOWN shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the TOWN as follows:

Year 1: Base Rate: \$2,000.00 per month. Base Rate includes One Regularly Scheduled meeting per month (no matter the duration of the meeting), plus a complimentary two hours of communication time with staff (phone calls or emails) outside of the regularly scheduled meeting.

Year 2: Base Rate will increase to \$2,250.00 per month

Year 3: Base Rate will increase to \$2,500.00 per month

Services that are in addition to the base rate will be billed at a reduced rate of \$250 per hour for Attorneys and \$150 per hour for all other staff.

C. ACCESS TO TOWN PERSONNEL AND RECORDS. The TOWN agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the TOWN of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the TOWN as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the TOWN.

G. EXPENSES AND LITIGATION EXPENSES. The TOWN shall reimburse ATTORNEY for all expenses and court costs incurred in connection with any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, or any other expenses incurred in or about litigation that the

Town authorizes the ATTORNEY to defend or prosecute. It is understood that the TOWN may engage other attorneys in the prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any Town Board such as the Local Code Enforcement Board.

H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by TOWN for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the TOWN.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the TOWN.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that TOWN shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the TOWN under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the TOWN over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the TOWN's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of TOWN for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the TOWN.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The TOWN gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the TOWN; to take any evidence necessary and proper; to

make any amicable and extrajudicial compromise of the case only with the TOWN approval; and otherwise do those things ordinarily undertaken by a Town attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the TOWN, consistent with the Town's Charter.

Q. CANCELLATION. Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; provided, however, that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the TOWN pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the TOWN in care of the Mayor. Notice of cancellation shall be given to the ATTORNEY at his then address as shown by the records of the Florida Bar.

R. PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes:
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 649-4902 OR P.O. 518, Pomona Park, FL 32181.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

AGREED TO AND DATED this _____ day of _____, 2026.

TOWN OF POMONA PARK

Anthony Cuevas
Mayor

ATTEST:

Andrea Almeida
Clerk

DOUGLAS LAW FIRM

Charles T. Douglas, Jr.
Managing Partner