Town of Orange Park
Town Council Meeting
Thursday, September 3, 2026
7:00 PM
Agenda

1. Call to Order & Roll Call-Mayor Sandlin

2. Invocation & Pledge of Allegiance-Councilman Vogel

3. Mayor Comments

4. Presentations
    a. Swearing in of Firefighter Tristen Walker
    b. Proclamation Recognizing Constitution Week

5. Public Hearing on the Calendar Year 2026 Tentative Millage Rate and Fiscal Year 2026/2027 Tentative Budget **(J. Villanueva)**
    a. Presentation of Proposed Millage Rate, Rolled-Back Millage Rate and General Comments
    b. Budget and Finance Committee Recommendations
    c. Public Comment on Tentative Millage Rate and Tentative Budget (5 Minutes per Speaker)
    d. **Resolution No. 20-26**: Tentatively Adopting the Calendar Year 2026 Millage Rate to Levy Against Real and Personal Property Located in the Town of Orange Park for the Purpose of Collecting Municipal Taxes
    e. **Ordinance No. 12-26**: First Reading and Tentative Budget Adoption for FY 2026/2027

6. Audience Comments on Non-Agenda Items (Public Comment-3 Minutes per Speaker)

7. Consent Agenda
    a. Approval of the Council Minutes of the Regular Meeting Dated August 4, 2026 **(C. Russo)**
    b. Approval of the Council Workshop Minutes Dated August 10, 2026 **(C. Russo)**

8. Red Light Camera Report (Per Section 316.0083(4)(a)2.b, Florida Statutes; Public Comment-5 Minutes per Speaker)
    a. Written Summary **(C. Monroe)**

9. New Business (Public Comment-5 Minutes per Speaker on Each Agenda Item)
    a. **Ordinance No. 08-26 (Second Reading, Public Hearing and Final Adoption)**: Creating Procedures Governing Ex Parte Communications for Public Officials **(L. Hodges)**
    b. **Ordinance No. 09-26 (Second Reading, Public Hearing and Final Adoption):** Amending the Comprehensive Plan for Property at 1701 Park Avenue **(S. Smith)**
    c. **Ordinance No. 10-26 (Second Reading, Public Hearing and Final Adoption):** Rezoning Property at 1701 Park Avenue **(S. Smith)**
    d. **Ordinance No. 11-26 (Second Reading, Public Hearing and Final Adoption)**:

Authorization to Enter into an Intergovernmental Cooperative Agreement with Public Risk Management of Florida Health Trust **(J. Villanueva)**

e. **Resolution No. 21-26:** Appointments to the Public Risk Management of Florida Health Trust Board of Directors **(J. Villanueva)**
f. MOU with Historical Society for Geocaching Adventure Lab at Magnolia Cemetery (**C. Russo**)
g. Scheduling of an Alternate Date for the November 2026 Town Council Meeting **(C. Russo)**
h. **Resolution No. 22-26:** Forming the Audit Selection Committee **(J. Villanueva)**

10. Town Manager Reports

11. Attorney Reports

12. Councilmember Reports/Comments

13. Adjournment
    a. September 8, 6PM, Special Town Council Meeting
    b. September 15, 7PM, Regular Town Council Meeting
    c. October 6, 6PM, Regular Town Council Meeting
    d. October 20, 6PM, Regular Town Council Meeting

PROCLAMATION

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and,

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week**;** and

WHEREAS, the Sophia Fleming Chapter, National Society Daughters of the American Revolution, will join in the celebration of the 239th anniversary of the U.S. Constitution.

NOW, THEREFORE the Orange Park Town Council does hereby proclaim the week of September 17 through 23 as:

CONSTITUTION WEEK

In the Town of Orange Park and asks our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by attentively protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

PASSED AND DULY ADOPTED in regular session this 3rd day of September 2026.

_____
Winnette Sandlin, Mayor

Attest: _____
Courtney Russo, Town Clerk

Item No. 5.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Finance

Item Title: Budget and Finance Committee Recommendations

Check one: [ ] Consent Agenda [X] Regular Agenda
Financial Impact if Applicable: N/A

Background Information: The Budget & Finance Committee held three meetings on the 2026-2027 proposed budget in the month of August 2026. The meeting dates were:

August 10 @ 6:00pm
August 19 @ 6:00pm
August 25 @ 6:00pm

The Budget & Finance Committee members included:

Mayor Winnette Sandlin
Vice-Mayor Doug Benefield, C.P.A.
Councilman Randy Anderson
Councilman Glenn Taylor, C.P.A
Councilman Ken Vogel
Ms. Melissa Harris
Mr. Chuck Smithers, C.P.A.

During its August meetings, the Budget & Finance Committee reviewed the proposed FY 2026-2027 budget, including departmental and non-departmental budgets, revenues, expenditures, and potential cost-saving measures.

The Committee took the following formal actions:

August 10, 2026

- Directed the Bailey Group to provide financial figures for a 90/40 health insurance contribution structure, with the Town covering 90% of individual employee coverage and 40% of dependent coverage. The motion passed 7-0.
- Voted 4-3 to proceed with a 90/50 health insurance contribution structure for purposes of moving

forward with open enrollment, with the understanding that the contribution structure could be adjusted following review of the 90/40 figures.

August 19, 2026

- Voted 6-1 to reduce the Carrie Clarke Day allocation by $1,000.
- Amended the proposed elimination of the After Dark concert series to allow one event at a cost of $5,000. The amendment passed 5-2, and the motion as amended passed 7-0.
- Voted unanimously to recommend a 90/40 employer-employee health insurance contribution split to the Town Council.

August 25, 2026

- Voted unanimously to recommend to the Town Council that infrastructure and water/sewer work on Stiles Avenue take top priority before proceeding with Smith Street.

Action Requested: Motion to accept the recommendations made by the Budget and Finance Committee.

Information Attached:
BFC Minutes 08.10.26
BFC Minutes 08.19.26
BFC Minutes 08.25.26

Town of Orange Park
Budget & Finance Committee Meeting
Monday, August 10, 2026
6:00 P.M.
Minutes

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. Committee Members in attendance were Mayor Winnette Sandlin, Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Kenneth Vogel, Ms. Melissa Harris, and Mr. Chuck Smithers. Councilman Glenn Taylor arrived late.

Others in attendance included: Town Manager Gary Goble, Finance Director John Villanueva, Fire Chief John Contestabile, Deputy Fire Chief Danny Legge, Police Chief Cody Monroe, Assistant Police Chief Joel Grant, Management Analyst Stefani Kuhn, and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES FROM THE MAY 20, 2026 COMMITTEE MEETING

Councilman Anderson moved for approval of the May 20, 2026 Committee meeting minutes. Mr. Smithers seconded the motion, which passed 6 to 0.

3. REVENUES

The projected General Fund budget for FY 26–27 stands at $15.759 million, remaining virtually flat compared to $15.694 in FY 25–26. Over the past decade, most Town revenue streams have stagnated, leaving Property Tax as the primary driver of growth due to an average 6.8% annual increase in home values. Ad valorem tax currently represents 35.2% of the general fund revenue. On July 21, 2026, the Town Council voted to advertise a millage rate of 6.15 mils. Moving forward, state rule changes require a supermajority Council vote to set any rate above the rollback rate. Additionally, a pending state tax initiative on the November 3, 2026 ballot requires 60% voter approval; if passed, it is projected to reduce Town revenues by $636,000 in FY 27–28 and $1.06 million in FY 28–29. Despite a nearly static population growth of only about 338 residents over the last 10 years, full-time equivalent (FTE) staffing has expanded from 74 to 89 employees.

4. POLICE DEPARTMENT BUDGET

Chief Cody Monroe presented the Police Department budget of $5,403,368 FY 26–27, an increase from $4.926 million in FY 25–26. Personnel expenses account for 80-85% of the overall budget, while operating expenses rose by less than 1% year over year. Operational metrics included 25,376 public contacts, 3,003 911 calls, 2,444 traffic stops, 166 arrests, and 13,429 house and business checks. Use of force occurred in only 7 instances 0.0003% of total public contacts), all of which were found to be justified under policy. The department projects $1.4 million in revenue next year from the Red Light Camera Program, which holds a 4-year net average of approximately $863,000. Offsetting the loss of this program would require a 6.9 mil increase in property taxes.

Councilman Taylor arrived at 6:30 p.m.

Chief Monroe stated that Code enforcement activated 856 cases and closed 709, with outstanding liens totaling $709,395. To trim costs, an upcoming retirement in code enforcement may be left unfilled.

5. FIRE DEPARTMENT BUDGET

Chief John Contestabile presented an overall operating budget reduction of approximately $11,000 compared to the prior year, with personnel cost increases driven by collective bargaining agreements. In 2025, the department responded to 3,902 total calls, with EMS accounting for more than 80% of all service calls and generating $518,287.70 in transport fees. Overtime remains a primary cost driver, budgeted at approximately $200,000 due to mandatory FLSA staffing requirements (more than 106 hours in 14-day cycles) and coverage for injuries. Specific funding requests included $41,000 to replace end-of-life wireless communication devices in vehicles and $3,600 for a lease-to-purchase agreement for a replacement copier. The committee recommended exploring a consolidated, Town-wide copier contract to better manage equipment costs.

6. EVALUATING EMPLOYER CONTRIBUTION LEVELS FOR HEALTH INSURANCE

The Town currently covers 100% of individual employee health coverage at $669.22 per month. However, a 26.28% premium increase through the new PRM consortium will add $232,021 in annual Town costs if left unadjusted. To mitigate this impact, several contribution options were evaluated. Option A (90% Town/10% Employee) reduces the Town's annual cost increase to $189,000, costing employees $39.60 per payroll. Option B (85% Town/15% Employee) lowers the Town's increase to $145,000, with an employee payroll cost of $59.40. Option C (80% Town/20% Employee) brings the Town's increase down to $100,000, requiring $79.20 per payroll from employees.

Ultimately, the committee unanimously passed a motion directing the Finance Director to evaluate a tiered healthcare contribution structure based on employee levels, including supervisors, managers, directors, and other leadership positions, and to consult with the Town Attorney regarding legal considerations and compliance.

The committee also passed a motion directing the Bailey Group to provide financial figures for a 90/40 split scenario, in which the Town would cover 90% of individual employee coverage and 40% of dependent coverage, to allow the committee to evaluate the potential cost-sharing impact. The motion passed 7-0.

Following discussion, the committee then passed a motion to proceed with a 90/50 contribution structure for purposes of moving forward with open enrollment, while recognizing that the contribution structure could be adjusted after the 90/40 figures were reviewed. The motion passed by a vote of 4-3.

7. AUDIENCE COMMENTS

Public comments were received throughout the presentation portion of the meeting.

8. ADJOURNMENT

The next meeting is on Wednesday, August 19, 2026, at 6:00 p.m.

The meeting adjourned at 8:31 p.m.

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. Committee Members in attendance were Mayor Winnette Sandlin, Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Kenneth Vogel, Councilman Glenn Taylor, Ms. Melissa Harris, and Mr. Chuck Smithers.

Others in attendance included: Town Manager Gary Goble, Finance Director John Villanueva, Economic and Community Development Director Stephen Smith, Events and Recreation Coordinator Emily Dockery, and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES FROM THE AUGUST 10, 2026 COMMITTEE MEETING

Councilman Taylor moved for approval of the August 10, 2026 Committee meeting minutes. Mr. Smithers seconded the motion, which passed 7 to 0.

3. ADMINISTRATIVE DEPARTMENT BUDGET

The first presentation was provided by the Administrative Department. Staff explained that the administrative budget is a combination of the Executive, Legislative, and Human Resources divisions. Overall, personnel services decreased slightly, operating expenses were reduced by approximately $26,000, and total expenditures decreased by about $31,000, reflecting a nearly 5.5% overall reduction. Staff reviewed departmental responsibilities and highlighted cost-saving measures implemented after directives from the previous Town Manager to reduce operating budgets by 10%. The Executive Department achieved a 64% reduction in operating costs, while the Legislative Department met the full 10% operating reduction goal through changes in training, travel, supplies, and publication subscriptions. Human Resources achieved a substantial decrease due to transitioning HR services to an external contractor.

The committee reviewed several line items within the administrative budget, including publications, copier tangible tax, insurance increases, special pay allowances, and various professional service allocations. Discussion continued regarding responsibilities related to benefits administration, departmental operations, and the ongoing use of the Bamboo HR platform. The committee also reviewed Council salaries, veteran assistance payments, and other current charges.

4. FINANCE DEPARTMENT

The Finance Department presented next, outlining departmental staffing and responsibilities. Finance maintained its five-person staff, consistent for over a decade. The department's budget increased by about 1.4%, with operating expenses reduced by 6.9% and personnel costs kept lower through staff replacement efficiencies. Finance provided updates on billing, payroll, accounts payable, and grant accounting requirements, noting increased demands for single audits due to higher grant activity. Staff reported continued administration of HR-related functions and pension

services. The department also highlighted its role in overseeing investments, fixed assets, purchasing compliance, and preparation of financial reports and audits.

5. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET

The Economic & Community Development Department reported on planning, zoning, business tax receipts, Magnolia Cemetery operations, and multiple advisory board activities. The department outlined major accomplishments, including approval of the 2045 Comprehensive Plan, review of PUD zoning, work on town center design standards, and adjustments required by new state legislation. Several development projects were noted, including AutoZone, Brooks Rehab expansion, new residential construction, and upcoming commercial proposals. The committee reviewed the ECD administrative budget, which included a personnel increase largely driven by insurance costs and a 10% decrease in operating expenses. Discussion continued regarding planning service needs, engineering use, sign-grant allocations, participation in Clay EDC functions, permitting structures, and potential adjustments to zoning incentives.

The Events & Recreation presentation provided an extensive overview of special events, parks operations, IT coordination, social media oversight, and website management. Staff detailed the Farmers Market's performance: 14 market dates, approximately 57 vendors per event, an estimated 1,000 attendees per market, and revenue that essentially offsets expenses. SNAP and Fresh Access Bucks participation continued to provide supplemental nutrition support. The Fall Festival overview included vendor numbers, estimated attendance of 40,000, volunteer participation, logistics, and economic impact. Staff reported that the festival is approximately cost-neutral through sponsorships, vendor fees, and a tourism grant. For all events combined, the department reported approximately 95% self-funding of operating costs.

The committee held extensive discussion regarding potential reductions due to possible statewide tax reform impacts, including sponsorship development, event frequency, cost-recovery strategies, and non-essential expenditures.

During discussion of special events funding, the committee considered several motions. A motion to reduce the Carrie Clarke Day allocation by $1,000 passed 6 to 1, with Mr. Smithers dissenting. The subsequent motion to eliminate the After Dark concert series was amended to allow one event at a cost of $5,000; the amendment passed 5 to 2, with Councilman Vogel and Councilman Anderson dissenting. The original motion, as amended, then passed unanimously 7 to 0.

There was discussion on future adjustments for Fall Festival, Hometown Holiday, and community directories. Additional conversation covered park rental fees, potential heater and restroom trailer purchases, liability considerations, marketing strategies, and departmental responsibilities.

6. NON-DEPARTMENTAL BUDGET

Non-departmental items were reviewed, including remaining ARPA funding, computer-service cost increases due to IT infrastructure and audit requirements, and forthcoming changes in countywide 911 dispatch operations that may require future funding. Insurance contribution structures were revisited following updated figures from the Bailey Group, and the committee voted unanimously to recommend a 90/40 employer-employee health insurance contribution split

to Town Council. Staff also provided clarification on veterans' disposal assessment payments and pending dispatch-related cost impacts.

7. AUDIENCE COMMENTS

Public comments were received throughout the presentation portion of the meeting.

8. ADJOURNMENT

The next meeting is on Tuesday, August 25, 2026, at 6:00 p.m.

The meeting adjourned at 9:40 p.m.

Town of Orange Park
Budget & Finance Committee Meeting
Tuesday, August 25, 2026
6:00 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. Committee Members in attendance were Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Kenneth Vogel, Councilman Glenn Taylor, and Mr. Chuck Smithers. Mayor Winnette Sandlin and Ms. Melissa Harris arrived late.

Others in attendance included: Town Manager Gary Goble, Finance Director John Villanueva, Public Works Director Kyle Croce, Management Analyst Rachel Savidge, and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES FROM THE AUGUST 19, 2026 COMMITTEE MEETING

Mr. Smithers moved for approval of the August 19, 2026 Committee meeting minutes. Vice-Mayor Benefield seconded the motion, which passed 5 to 0.

3. PUBLIC WORKS DEPARTMENT BUDGET

Mr. Croce outlined the general fund operations, encompassing streets, equipment, and facilities, which reflects a 9% budget decrease as the department shifts to strictly enforce right-of-way maintenance and end a third-party landscaping contract to handle services in-house by reallocating staff. Discussion on general fund capital improvements focused on Clarke Park drainage, Gano Park, and street reconstruction on Stiles Avenue and Smith Street, where committee members debated construction timing, right-of-way constraints, potential school board participation, and balancing multi-year projects with available sales and gas tax funds.

[Note: Mayor Sandlin arrived at 6:29 p.m., and Ms. Harris arrived at 7:40 p.m.]

The committee ultimately passed a motion unanimously recommending to the Town Council that infrastructure and water/sewer work on Stiles Avenue take top priority before proceeding with Smith Street. The committee then reviewed the water and sewer enterprise funds, where Mr. Croce detailed significant operating cost pressures, severe revenue shortfalls from past flat rates, and risks to aging infrastructure from regulatory mandates. To manage the deficit and avoid taking from reserves, capital project spending, such as meter replacements and sewer relining, has been reduced, though members expressed concern over potential emergency repair costs and discussed seeking legislative appropriations, state revolving fund loans, or future Council workshops on utility sustainability. Finally, the committee evaluated the stormwater fund, noting its mandate-driven inspection workload, ongoing ditch and pond maintenance projects, and current fee revenues. The meeting concluded with financial updates from Mr. Villanueva, addressing an interactive spreadsheet tool to help Council track and adjust the projected general fund budget deficit against various millage and rollback rate options during upcoming public hearings.

4. AUDIENCE COMMENTS

Public comments were received throughout the presentation portion of the meeting.

5. ADJOURNMENT

The meeting adjourned at 8:28 p.m.

Item No. 5.d

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Finance

Item Title: Resolution No. 20-26: Tentatively Adopting the Calendar Year 2026 Millage Rate to Levy Against Real and Personal Property Located in the Town of Orange Park for the Purpose of Collecting Municipal Taxes

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: $5,570,601 (Estimated Ad Valorem Revenue at 96% collection)

Background Information: In compliance with Florida Statutes, the Town of Orange Park must adopt a tentative millage rate by a vote separate from the budget adoption

On July 21, 2026, the Town Council proposed a millage rate of 6.1500 mills to be advertised through the Truth in Millage (TRIM) process. The proposed millage rate of 6.1500 mills represents an assessed valuation of $943,530,018 and exceeds the rolled-back rate of 5.7071 mills by 7.7605%. The Town Council may reduce the proposed millage rate at tonight's meeting if they choose to do so.

Action Requested: Motion to approve Resolution No. 20-26 adopting a tentative millage for the levy of annual taxes on real and personal property located in the Town of Orange Park for the calendar year 2026.

Information Attached:
Resolution No. 20-26 Tentative Millage

RESOLUTION NO. _20-26_____

A RESOLUTION ADOPTING A TENTATIVE LEVY OF ANNUAL TAXES ON REAL AND PERSONAL PROPERTY LOCATED IN THE TOWN OF ORANGE PARK FOR THE CALENDAR YEAR 2026; PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE TOWN OF ORANGE PARK, FLORIDA as follows:

Section 1. Tentative Ad Valorem Tax Levy. The Council finds that:

(a) The assessment roll of the taxable properties within the Town of Orange Park for the year 2026 having been completed; and
(b) That the Property Appraiser of Clay County having determined that the total non-exempt assessed valuation of taxable properties for the year 2026 within the Town of Orange Park aggregates to $943,530,018.
(c) The Town is in preparation of its proposed budgets to appropriate funds for the Town of Orange Park. Hereby are proposed tentative annual tax rates for the real and personal property located in the Town of Orange Park at the rates set out in Section 2 of this Resolution.

Section 2. Tentative Levy. It is hereby proposed to levy upon all taxable real and personal property located within the Town of Orange Park ad valorem taxes as follows:

PURPOSE OF LEVY	PROPOSED AD VALOREM TAX LEVY OF MILLS ON EACH DOLLAR ASSESSED VALUATION	ASSESSED VALUATION OF APPLICABLE TAXABLE PROPERTIES	ESTIMATED REVENUES AT 96% COLLECTION
Municipal Services	6.1500	$943,530,018	$5,570,601

Section 3. Comparison to Rolled-Back Rate. The millage rate levied above exceeds the rolled-back rate by 7.7605% The current year rolled-back millage rate for 2026 is 5.7071.

Section 4. Assessment and Collection. The Property Appraiser of Clay County is authorized to notify as required by law all property owners of the tentative millage rate.

Section 5. Uses of Revenue. The revenues raised by the ad valorem taxes herein levied shall be utilized in the manner and for the purposes specified in the budget and appropriation ordinance.

Section 6. Effective Date. Passed and effective this 3rd day of September, 2026.

_____
Mayor Winnette Sandlin

Attest:

_____
Town Clerk

Item No. 5.e

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Finance

Item Title: Ordinance No. 12-26: First Reading and Tentative Budget Adoption for FY 2026/2027

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: $42,487,780

Background Information: In compliance with Florida Statutes, the Town of Orange Park must adopt a tentative budget by a vote separate from the millage adoption.

The Town Manager's 2026-2027 tentative budget, which was submitted to the Town Council on August 1, 2026, includes ad valorem revenue based on a millage rate of 6.1500. The proposed total operating budget for all funds for FY 2026/2027 is $42,487,780.

Action Requested:
1. Motion to approve the tentative budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027.
2. Motion for a first reading, by title only, of Ordinance No. 12-26, tentatively adopting the Fiscal Year 2026/2027 budget.

Information Attached:
Ordinance No. 12-26 Budget

ORDINANCE NO. 12-26

AN ORDINANCE OF THE TOWN OF ORANGE PARK ADOPTING AND ENACTING A FINAL BUDGET OF ESTIMATED REVENUES AND EXPENDITURES; MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN OF ORANGE PARK, FLORIDA as follows:

Section 1. Adoption; Estimated Revenues and Expenditures; Appropriations. That the final budget of estimated revenues and expenditures, as detailed in the attached Schedule 1, for operation of the various departments, offices, agencies and functions of the Town for the fiscal year commencing October 1, 2026, and ending with and through September 30, 2027, is hereby agreed upon, adopted, ordained, and enacted, and the funds needed are hereby appropriated.

Section 2. Town Manager transfer authority. The Council authorizes that at any time during the fiscal year, the Town Manager may transfer part or all of any unencumbered appropriation balance between budget line items within a department, office or agency in an amount not to exceed the greater of 10% or $25,000 per authorized budget line item ("Budget Transfer Authority"). The Town Manager shall obtain prior Town Council approval for any transfers between budget line items within a department, office, or agency that exceed the Budget Transfer Authority. Upon written request by the Town Manager, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

Section 3. Cancellation of Town events; further Town Council authorization and approval required. The Town Manager, or his or her designee, may not cancel any planned and/or budgeted Town event in a department, office, or agency budget as provided herein without first obtaining Council authorization and approval to cancel such event. However, the Town Manager, in his or her reasonable discretion, is authorized without further Council approval to cancel a planned and/or budgeted Town event due to a force majeure event such as war, pandemic, natural disaster or other events beyond the Town's reasonable control that make it impracticable or impossible for the Town to hold the planned and/or budgeted Town event.

Section 4. Conflict. If any portion of this ordinance conflicts with any portion of any other ordinance, policy, or the

Orange Park Town Code, then the provisions of this ordinance shall govern.

Section 5. Effective Date. This ordinance shall become effective upon adoption by the Council and applicable Florida law.

Passed on 1st reading this 3rd day of September, 2026 at ____ p.m.

Passed on 2nd reading this 15th day of September, 2026 at _____ p.m.

_____
Mayor Winnette Sandlin

Attest:

_____
Courtney Russo, Town Clerk

Approved as to form:

_____
Town Attorney

Schedule 1, Page 1 of 2
TOWN OF ORANGE PARK, FLORIDA
PROPOSED ANNUAL BUDGET - GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

	General Fund	Capital Projects Fund	Special Revenue Funds	Total Governmental Funds
Revenues				
Taxes	$7,586,525	$1,492,000	$1,037,628	$10,116,153
Permits, Fees & Assessments	1,132,000	0	180,400	1,312,400
Intergovernmental	1,448,619	0	0	1,448,619
Charges for Services	2,631,816	0	0	2,631,816
Fines & Forfeitures	1,419,000	0	12,000	1,431,000
Investment Income	258,750	94,800	6,515	360,065
Miscellaneous	64,800	0	0	64,800
Transfers In	659,000	0	0	659,000
Total Revenues	$15,200,510	$1,586,800	$1,236,543	$18,023,853
Expenditures				
Legislative	$267,809	$0	$0	$267,809
Executive	223,539	0	0	223,539
Human Resources	49,200	0	0	49,200
Finance	603,788	0	0	603,788
Police	5,265,611	194,300	40,000	5,499,911
Code Enforcement	137,757	0	0	137,757
Fire	3,945,686	125,000	0	4,070,686
Ambulance and Rescue Services	127,600	150,000	0	277,600
Memorial Day	2,500	0	0	2,500
Economic and Community Development	275,641	0	113,500	389,141
Recreation and Programs	268,390	142,000	0	410,390
Facilities Maintenance	795,885	157,000	0	952,885
Equipment Maintenance	244,206	30,000	0	274,206
Public Works Administration	1,481,852	0	0	1,481,852
Magnolia Cemetery	0	0	0	0
Streets, Roads, Drainage	852,937	1,378,500	460,000	2,691,437
Nondepartmental Government Expenditures	1,216,835	35,000	0	1,251,835
Transfers Out	0	0	114,000	114,000
Total Expenditures	$15,759,236	$2,211,800	$727,500	$18,698,536
Addition To (Use of) Fund Balance	($558,726)	($625,000)	$509,043	($674,683)

Schedule 1, Page 2 of 2
TOWN OF ORANGE PARK, FLORIDA
PROPOSED ANNUAL BUDGET - ENTERPRISE FUNDS
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

	Water and Sewer	Stormwater	Total Enterprise Funds
Revenues			
Charges for Services	$5,450,000	$930,809	$6,380,809
Intergovernmental	0	14,000,000	14,000,000
Other Charges	82,500	0	82,500
Miscellaneous	13,000	0	13,000
Investment Income	7,075	15,000	22,075
Total Revenues	$5,552,575	$14,945,809	$20,498,384
Expenditures			
Water Utility	$935,351	$0	$935,351
Sewer/Wastewater Utility	1,661,045	0	1,661,045
Stormwater	0	574,280	574,280
Water Capital Projects	1,960,500	0	1,960,500
Sewer Capital Projects	1,635,000	0	1,635,000
Stormwater Capital Projects	0	15,350,000	15,350,000
Interest - Customer Deposits	0	0	0
Administrative Charges	550,000	0	550,000
Transfers Out	545,000	0	545,000
Total Expenditures	$7,286,896	$15,924,280	$23,211,177
Addition To (Use of) Fund Balance	($1,734,321)	($978,471)	($2,712,793)

Mayor Winnette Sandlin called the Orange Park Town Council meeting to order in the Town Hall Council Chambers at 7:00 p.m.

Other Councilmembers present were Vice-Mayor Doug Benefield, Councilman Randy Anderson, and Councilman Kenneth Vogel. Councilman Glenn Taylor was absent. Also in attendance were Interim Town Manager Gary Goble, Assistant Police Chief Joel Grant, Finance Director John Villanueva, Fire Chief John Contestabile, Economic & Community Development Director Stephen Smith, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

The invocation was given by Vice-Mayor Benefield, followed by the Pledge of Allegiance.

MAYOR COMMENTS

The Mayor welcomed everyone, reminded attendees this is a business meeting, and explained the process for speaking. She encouraged respectful comments directed only to the Council, noted that budget season for 2026–27 has begun with upcoming finance meetings in August, and invited public input. She also encouraged residents to shop local and support Town businesses.

EMPLOYEE HEALTH BENEFITS-BAILEY GROUP & PRM

The Council heard a detailed presentation from the Bailey Group and PRM about joining the PRM health trust due to a 70% renewal increase from Florida Blue. There was discussion on plan changes, deductibles, budgeting, and employee impacts.

MOTION:	To approve health benefit plans as recommended by The Bailey Group.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

ORDINANCE NO. 11-26 (FIRST READING AND DISCUSSION ONLY): AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST

MOTION:	For a first reading, by title only, of Ordinance No. 11-26.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

Ms. Russo read the ordinance, by title only, into the record.

The budget and funding decisions will be addressed in upcoming meeting.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Cindy Cheatwood thanked the Council for the restoration work on the Clarke Cottage and announced plans for free guided tours during the Fall Festival. She presented a $3,081.20 donation from her book royalties to support ongoing restoration and upkeep, expressing appreciation for the Town's commitment to preserving its history.

Shawn Jasmine, owner of 904 Printing and the planned Station Wine Bar, asked the Council to review the ECD director's denial of his 2-COP license and business tax application, arguing that similar nearby businesses received approval under the same conditions. The Mayor referred the issue to the Town Manager, noting a meeting was already scheduled for the following day.

Mary Hawkins expressed concern about flock cameras in Orange Park, noting several locations listed on a public website and questioning whether residents agreed to such surveillance. She raised broader worries about government use of camera data and urged the Town to have a community discussion about privacy and surveillance.

Carrie Kissinger reported another sewage backup, thanked Public Works staff for their strong response, and requested clearer communication about the timeline for her pipe lining project. She also noted high grass and rodents near school routes and asked for attention to those conditions. The Town Manager agreed to follow up.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED JULY 21, 2026

MOTION:	Approval of the Council minutes of the regular meeting dated July 21, 2026.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

ORDINANCE NO. 08-26 (FIRST READING AND DISCUSSION ONLY): CREATING PROCEDURES GOVERNING EX PARTE COMMUNICATIONS FOR PUBLIC OFFICIALS

MOTION:	For a first reading, by title only, of Ordinance No. 08-26.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield

NAYS:	

Ms. Russo read the ordinance, by title only, into the record.

ORDINANCE NO. 09-26 (FIRST READING AND DISCUSSION ONLY): AMENDING THE COMPREHENSIVE PLAN FOR PROPERTY AT 1701 PARK AVENUE

The Council held the first reading of Ordinance 09-26, a proposed comprehensive plan amendment and companion rezoning for part of the Moosehaven property at 1701 Park Avenue, changing the land use from CMI to MDR and rezoning it to RG-1 to align with existing senior-living uses. Planning and Zoning previously recommended approval 5-0. Councilman Anderson disclosed that he works at the property as a contractor but has no decision-making role.

Resident Carrie Kissinger raised questions about age restrictions, traffic impacts, residential type, and financial benefits.

MOTION:	For a first reading, by title only, of Ordinance No. 09-26.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

Ms. Russo read the ordinance, by title only, into the record.

ORDINANCE NO. 10-26 (FIRST READING AND DISCUSSION ONLY): REZONING PROPERTY AT 1701 PARK AVENUE

The Council held the first reading of Ordinance 10-26, the companion rezoning for the Moosehaven parcel at 1701 Park Avenue, changing the designation from Commercial General to Residential General 1 to match the newly proposed land-use amendment and allow residential development. Planning and Zoning previously recommended approval 5-0. Councilman Anderson again disclosed that he works at the property as a contractor with no decision-making authority.

MOTION:	For a first reading, by title only, of Ordinance No. 10-26.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

Ms. Russo read the ordinance, by title only, into the record.

RECOMMENDATION FROM THE MAGNOLIA CEMETERY BOARD REGARDING A GEOCACHING ADVENTURE LAB AT MAGNOLIA CEMETERY

The Council discussed a recommendation from the Magnolia Cemetery Board regarding a geocaching Adventure Lab proposed by the Historical Society. The Town Attorney advised that an MOU between the Town and the Historical Society is needed, covering responsibilities and any liability considerations. Councilmembers raised questions about potential insurance requirements and whether the Town's existing coverage would suffice. Due to unresolved liability concerns, the Council chose to defer the item, and both the motion and second to authorize the Town Manager to enter into a memorandum of understanding (MOU) with the Historical Society of Orange Park for administering the geocaching Adventure Lab at Magnolia Cemetery were rescinded.

APPOINTMENT OF MEMBER TO THE POLICE PENSION BOARD

MOTION:	To appoint Phyllis Renninger as a Council trustee on the Police Pension Board.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

SCHOOL SAFETY INTERLOCAL AGREEMENT WITH CLAY COUNTY SCHOOL BOARD

The Assistant Police Chief presented the annual School Resource Officer interlocal agreement with Clay County Schools, noting it is unchanged from last year except for an updated total of $352,043.87 to cover salaries, benefits, equipment, and the DARE program. Councilmembers confirmed the costs, staffing impact, and revenue alignment.

MOTION:	To approve the Interlocal Agreement between the School Board of Clay County, the Town of Orange Park, and the Orange Park Police Department for the School Resource Officer Program for the term of July 1, 2026, through June 30, 2027, in the amount of $352,043.87, and authorize execution of the agreement.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

AUTHORIZATION TO APPROVE RESCUE 19 REMOUNT PURCHASE

The Fire Chief requested approval to remount Rescue 19, explaining that reusing the existing unit's box on a new chassis would cost about $195,552, significantly less than purchasing a new rescue vehicle. Council discussed bid procedures, piggyback contracting, insurance requirements, and the

justification for using the original manufacturer. After receiving verbal justification from staff and confirming operational plans during the remount, the Council approved the purchase, subject to the Town's standard contract.

MOTION:	To approve remount of Rescue 19 (vehicle FD712) in the amount of $195,552.00 under Florida Sheriffs Association Cooperative Purchase Program Contract FSA25-VEF19.0, subject to the Town's standard contract.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

EMPLOYMENT AGREEMENT – GARY GOBLE FOR TOWN MANAGER POSITION

The Council reviewed and approved an employment agreement for Gary Goble to serve as Town Manager. The contract maintains the Town's standard terms, with a base salary of $160,000, standard benefits, and a request to frontload 80 hours of paid time off due to pre-planned travel. Councilman Vogel questioned the PTO structure, and the Town Attorney confirmed the agreement could be tailored at Council's discretion.

MOTION:	To approve and authorize the Mayor to execute the Employment Agreement with Gary Goble for the position of Town Manager.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

CONSIDERATION OF SETTLEMENT AGREEMENT AND DRAINAGE EASEMENT AGREEMENT –HAMILTON V. TOWN OF ORANGE PARK (107 RIVER ROAD)

The Council reviewed a proposed settlement agreement resolving long-standing litigation over drainage rights at 107 River Road. The Town's insurance defense attorney explained that the agreement provides a permanent recorded drainage easement and ends the case using the insurer's full $300,000 coverage, avoiding risks of trial and potential loss of both coverage and legal representation. The Town Manager mentioned that the Public Works Director estimated future maintenance costs at about $25,000 annually.

MOTION:	To approve the Settlement Agreement and Drainage Easement Agreement between the Town of Orange Park and Tara and Richard S. Hamilton and authorize the Mayor to execute the agreements.
RESULT:	**PASSED**
MOVED BY:	Benefield

SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

TOWN MANAGER REPORTS

Mr. Goble reported that, due to TRIM requirements, the earliest date available for the first budget hearing is Thursday, September 3 at 7 p.m. Council discussed options and voted to move the regularly scheduled September 1 meeting to September 3 so the meeting and first budget hearing can be held together.

MOTION:	To move the regularly scheduled September 1 meeting to September 3 so the meeting and first budget hearing can be held together.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	

TOWN ATTORNEY REPORTS

Attorney Hodges presented a brief legislative update summarizing key new state laws that may affect the Town, including expanded financial transparency requirements, mandatory online payment acceptance, restrictions related to DEI programs, faster building-permit processing rules, and upcoming code and ordinance changes tied to state permitting and sexual-predator regulations. She noted several items may require future updates to the Town's code and highlighted major forthcoming budget-transparency obligations effective in 2027. No Council questions or additional reports followed.

COUNCILMEMBER REPORTS/COMMENTS

Council members shared brief reports, reminding residents about upcoming school openings, urging caution in school zones, encouraging voter participation in the August primary and November election, and highlighting the importance of attending upcoming budget meetings. Additional comments included support for adding purchase-justification documentation, concerns about packet review processes, and appreciation for staff and meeting attendees.

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 9:19 p.m.

Town of Orange Park
Town Council Workshop
Capital Improvement Plan
Monday, August 10, 2026
7:00 P.M.
Minutes DRAFT

Councilmembers present were Mayor Winnette Sandlin, Vice-Mayor Doug Benefield, Councilman Kenneth Vogel, Councilman Randy Anderson, and Councilman Glenn Taylor. Also in attendance were Town Manager Gary Goble, Finance Director John Villanueva, Fire Chief John Contestabile, Deputy Fire Chief Danny Legge, Public Works Director Kyle Croce and Town Clerk Courtney Russo.

The Orange Park Town Council held a CIP workshop meeting on August 10, 2026, and was called to order at 8:43 p.m. The primary focus of the workshop was discussing the fiscal year 2026–2027 to 2030–2031 Capital Improvement Plan (CIP).

The Fire Chief presented a proposal to replace the department's heavy, high-maintenance dual-axle ladder truck with a smaller, single-axle model, which would reduce long-term maintenance costs and eliminate a $900,000 engine replacement planned for FY 2028–2029. An available demo unit priced around $1.7 million could be delivered within 12 months, with various 8- to 12-year lease-financing options ranging from roughly $171,000 to $282,000 annually. Council members voiced concerns over incurring high long-term debt and the potential financial impacts of upcoming November property tax legislation. Although the Chief highlighted risks to ISO ratings and insurance rates if equipment fails, the Council informally agreed to delay a decision on the ladder truck until after November while exploring state funding opportunities in Tallahassee.

The Council also reviewed general fund reserves and water/sewer utility funds. Finance Director John Villanueva noted $11.7 million in reserve funds with $1.3 million to $6.5 million in excess depending on policy thresholds, alongside potential future commitments like the Johnson Slough project. To address overspending and rebuild the water and sewer project fund balance, staff recommended cutting roughly $2 million from the utility CIP. Public Works Director Kyle Croce proposed deferring low- and medium-risk CIP items—such as vehicle replacements, telemetry upgrades, filters, and building design—to yield $1.54 million in short-term savings. Staff will combine these deferrals with unused rollover funds and present a modified CIP proposal at the August 25 budget workshop before adjourning the meeting.

The workshop concluded at 9:28 p.m.

Item No. 8.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Police

Item Title: Written Summary **(C. Monroe)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: None

Background Information: Florida statute requires the reading of an annual RLC data report at a regularly scheduled Town Council meeting. This presentation will meet that requirement.

Action Requested: No Action Required by Council.

Information Attached:
2026 Written Summary of RLC Report

OPPD Written Summary of Red Light Camera

Annual Report

(Summary Read Aloud Sept 3, 2026, Town Council Regular Meeting Included in Meeting Minutes)

In accordance with Section 316.0083(4)(a)2.b., Florida Statutes, the following information summarizes data included in the Red-Light Camera Annual Report submitted by the Town of Orange Park, Florida to the Florida Department of Highway Safety & Motor Vehicles. This summary pertains to the reporting period beginning on July 1, 2025, and ending on June 30, 2026. The summarized Annual Report data is as follows:

i. The number of RLC notices of violation issued was 19,193.
ii. The number of RLC notices of violation that were contested was 56.
iii. The number of RLC notices of violation that were upheld was 33.
iv. The number of RLC notices of violation that were dismissed was 2.
v. The number of RLC notices of violation that were issued as uniform traffic citations was 4,125.
vi. The number of RLC notices of violation that were paid was 12,344.
vii. The amount of funds collected by the Town from RLC violations was $2,202,323.
viii. Of the $2,202,323 collected by the Town, the funds were distributed as follows:
    a. $1,153,697 was remitted to the State of Florida.
    b. $1,048,626 was retained by the Town and deposited into the Town's RLC Revenue Account.

Regarding the Town's procurement for enforcement, the Town's police officers are actively trained by the RLC Manager to use the application system to review the violations and are trained to determine each violation.

Item No. 9.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Legislative

Item Title: Ordinance No. 08-26 (Second Reading, Public Hearing and Final Adoption): Creating Procedures Governing Ex Parte Communications for Public Officials **(L. Hodges)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: This proposed ordinance originated from discussions within the Policies and Procedures Committee, which recommended establishing formal procedures for handling ex parte communications.

When local public officials act in a quasi-judicial capacity (such as hearing land use, zoning, or variance matters), communications occurring outside of a formal public hearing—known as "ex parte" communications—can inadvertently create a presumption of prejudice or legal bias.

To protect the integrity of the Town's decision-making process and align with Florida law, this ordinance creates a new Chapter 3 (Procedures Governing Conduct of Public Officials with Respect to Ex Parte Communications). Under the authority of Section 286.0115, Florida Statutes, this ordinance:

- Removes the presumption of prejudice from unavoidable ex parte communications.
- Establishes clear guidelines for public officials to disclose the substance of oral communications, site visits, or investigations before a vote is taken.
- Provides a process for placing written ex parte communications into the public record.
- Ensures that citizens retain their right to contact their elected and appointed officials, while protecting the legal defensibility of the Council's quasi-judicial decisions.

The ordinance has been drafted and approved by Attorney Hodges (Form No.SGR/81204983.2)

Action Requested: Motion for a second reading, by title only, of Ordinance No. 08-26. The Clerk will read it into the record.

The Mayor will open and close the public hearing.

Following the public hearing, a motion for approval of Ordinance No. 08-26.

Information Attached:
Ordinance No. 08-26 TOP Quasi-Judicial Procedures

ORDINANCE NO.: 08-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, FLORIDA, CREATING A NEW CHAPTER (PROCEDURES GOVERNING CONDUCT OF PUBLIC OFFICIALS WITH RESPECT TO EX PARTE COMMUNICATIONS), ORANGE PARK TOWN CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING CODIFICATION INSTRUCTIONS; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Creating a new Chapter 3 (Procedures Governing Conduct of Public Officials with Respect to Ex Parte Communications), Orange Park Town Code. A new Chapter 3 (Procedures Governing Conduct of Public Officials with Respect to Ex Parte Communications), Orange Park Town Code is hereby created to read as follows:

CHAPTER 2 – ADMINISTRATION

*** * ***

CHAPTER 3 – PROCEDURES GOVRENING CONDUCT OF PUBLIC OFFICIALS WITH RESPECT TO EX PARTE COMMUNICATIONS

Sec. 3-1. Purpose.

The purpose of this Section is to establish procedures to remove the presumption of prejudice from ex parte communications, that is, any communication which occurs outside of a public hearing, with local public officials who are members of any Town Council committee, board, or commission, including the Town Council, which recommends or takes quasi-judicial action as a member of such

committee, board, commission or Town Council. Further, the purpose of this Section is to entitle the appointed and elected public officials of the Town of Orange Park, Florida and its citizens to all of the benefits available pursuant to the authority of Section 286.0115, Florida Statutes.

Sec. 3-2. Definitions.

As used herein:

(a) *Town Board* means any committee, board, and commission created by the Town Charter or the Town Code, including the Town Council;

(b) *Ex parte communication* means any form of communication, either oral or written, including any other form of non-verbal communication, with public officials which occurs outside of a public hearing. Such communications include, but are not limited to: conversations, meetings, site visits, mailings, or presentations during which substantial factual information about an item is gathered by or submitted to a local public official;

(c) *Local public official* or *public official* means any elected or appointed public official of a Town Board, which recommends or takes quasi-judicial action;

(d) *Quasi-judicial* is a term which applies to the action of public officials or bodies who are required to investigate facts, or ascertain the existence of facts, hold hearings, weigh evidence and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature.

Sec. 3-3. Applicability.

This Chapter shall apply to any and all quasi-judicial proceedings of a Town Board.

Sec. 3-4. Declaration of policy on ex parte communications; procedures for disclosure.

During the course of carrying out the duties and responsibilities of local public officials, situations may arise in which ex parte communications occur. Recognizing that such communications may, at times, be unavoidable, and that an outright prohibition on such communications interferes with the public's right to voice its opinions to public officials and with the performance of the duties and responsibilities of public officials, on those occasions when ex parte communications are

received by local public officials, they shall be handled in the following manner:

(a) Communications generally. All communications involving matters of a quasi-judicial nature should occur at public hearing(s), except as otherwise specifically permitted hereunder or in subsection (b) of this Chapter.

(i) Written communications. Public officials may read written ex parte communications concerning quasi-judicial matters which are before, or likely to come before, the quasi-judicial body, provided that the public official shall transmit a copy of the written communication to the secretary of the quasi-judicial body in order that such written communication may be placed on file for public inspection and made a part of the record as soon as reasonably practicable before final action on the matter.

(ii) Oral communications. Local public officials shall disclose the substance of all oral ex parte communications which have significantly influenced their preliminary views or opinions concerning a particular matter, as well as the identity of the person, group or entity with whom the communication occurred, before or during the public meeting at which a vote is taken on the matter, but preferably no later than the beginning of the last public hearing before final action on the matter, and such disclosures shall be made a part of the record before final action on the matter.

(iii) Investigations, site visits and expert opinions. Public officials may conduct investigations and site visits and receive expert opinions in deciding a specific matter before the quasi-judicial body; provided however, that such information, shall be disclosed at the public hearing and made part of the record before final action on the matter.

(b) Oral communications subsequent to first advertised public hearing. Oral communications regarding pending quasi-judicial matters which occur subsequent to the first advertised public hearing before the quasi-judicial body in a public meeting and pursuant to due notice in writing to the applicant and all interested parties who appeared before the quasi-judicial body, either orally or in writing, are permitted, provided the tape or minutes of such meeting are prepared and placed on file for public inspection within seven days from the date of such meeting or before final action on the matter, whichever occurs first.

Sec. 3-5. Process for disclosure.

All disclosures of ex parte communications must be made before or during the public meeting at which a vote is taken on a matter, and prior to the vote being taken, so that persons with opinions contrary to those expressed in the ex parte communication are provided a reasonable opportunity to respond to or refute the communication. Local public officials shall disclose the substance of all oral ex parte communications which have significantly influenced their preliminary views or opinions concerning a particular matter, as well as the identity of the person, group or entity with whom the communication occurred, before or during the public meeting at which a vote is taken on the matter, but preferably no later than the beginning of the last public hearing before final action on the matter, and such disclosures shall be made a part of the record. Disclosure alone shall not be deemed a sufficient basis for a request to defer an item.

Sec. 3-6. No penalties for nondisclosure.

The failure of a public official to disclose the substance of any ex parte communication shall not be deemed to constitute a violation of the Town Code, and public officials shall not be subject to fines or penalties as a result of such nondisclosure or non-compliance with these procedures.

Sec. 3-7. Additional rules and procedure permitted.

Each Town Board may adopt additional rules and procedures or more stringent rules and procedures relating to ex parte communications, so long as such are not in conflict with this Chapter.

*** * ***

Section 3. **Conflict**. If any portion of this ordinance is in conflict with any portion of any other ordinance, then the provisions of this ordinance shall govern.

Section 4. **Severability**. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said

holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5. **Codification Instructions**. The Codifier and the Town Attorney are authorized to make the Orange Park Town Code "tables of contents" consistent with the changes set forth herein. Such editorial changes and any others necessary to make the Orange Park Town Code consistent with the intent of this ordinance are approved and directed herein.

Section 6. **Effective Date**. This ordinance shall become effective upon adoption by the Town Council.

Passed on first reading this 4th day of August, 2026.

Passed on second reading this 3rd day of September, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

Item No. 9.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Economic Community Development

Item Title: Ordinance No. 09-26 (Second Reading, Public Hearing and Final Adoption): Amending the Comprehensive Plan for Property at 1701 Park Avenue **(S. Smith)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: Not Applicable

Background Information: Application CP-1-2026 is a Small-Scale land use amendment to the 2045 Comprehensive Plan Future Land Use Map (FLUM) that seeks to change the land use classification from CMI to MDR for property located at 1701 Park Avenue between Stiles Avenue and McIntosh Avenue. At their May 14, 2026 meeting, the Planning and Zoning Board ("the Board"), held a public hearing on this item. The Board voted 5-0 to recommend approval of Application CP-1-2026 for approximately 8.63 acres. There is also a companion rezoning application (R-1-2026) requesting rezoning from Commercial General (CG) to Residential General-1 (RG-1). The staff report, application and meeting minutes are attached.

Action Requested: Motion for a second reading, by title only, of Ordinance No. 09-26. The Clerk will read it into the record.

The Mayor will open and close the public hearing.

Following the public hearing, a motion for approval of Ordinance No. 09-26.

Information Attached:
Ordinance No. 09-26
CP-1-2026 Staff Report with Maps
CP-1-2026 Application
CP-1-2026 PZB Minutes

ORDINANCE NO. 09-26

AN ORDINANCE ADOPTING A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP SERIES OF THE 2045 COMPREHENSIVE PLAN ON APPROXIMATELY 8.63± ACRES LOCATED AT 1701 PARK AVENUE, TOWN OF ORANGE PARK, FLORIDA (A PORTION OF R.E. NO. 41-04-26-018764-000-00) BETWEEN MCINTOSH AVENUE AND STILES AVENUE, TOWN OF ORANGE PARK, FLORIDA, OWNED BY MOOSEHAVEN, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS DESCRIBED HEREIN, PURSUANT TO APPLICATION NUMBER CP-1-2026, FROM COMMERCIAL MEDIUM INTENSITY (CMI) TO MEDIUM DENSITY RESIDENTIAL (MDR), AS DEFINED AND CLASSIFIED UNDER THE ORANGE PARK TOWN CODE; PROVIDING THE OWNER AND PROPERTY LEGAL DESCRIPTION; PROVIDING A DISCLAIMER THAT THE AMENDMENDMENT GRANTED HEREIN SHALL NOT BE CONSTRUED AS AN EXEMPTION FROM ANY OTHER APPLICABLE LAWS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Article 1, Section 2-3 Orange Park Town Code, and Section 163.3187 (1), *Florida Statues,* an application for a proposed Small-Scale Amendment to the Future Land Use Map series (FLUMs) of the 2045 Comprehensive Plan to change Future Land Use designation from Commercial Medium Intensity (CMI) to Medium Density Residential (MDR) on 8.63 acres of certain real property was filed by Helen Taylor on behalf of the owner,

Moosehaven, Inc., and

WHEREAS, the Town's Planning and Zoning Board, acting as the local planning agency (LPA), after due notice and public hearing held on May 14, 2026, reviewed Application Number CP-1-2026 and made an advisory recommendation to the Town Council based on the Economic and Community Development Department's staff recommendation; and

WHEREAS, the Town Council, after due notice and public hearing held on September 3, 2026, finds that the proposed small-scale amendment as described herein (i) will encourage the most appropriate use of land, water, and resources consistent with the public interest, overcome present deficiencies, and deal effectively with future problems which may result from the use and development of land within the Town of Orange Park, does not affect adversely the orderly development of the Town, as embodied in Article II (Zoning), Part III (Land Development Regulations) of the Orange Park Town Code and in any comprehensive plan or portion thereof adopted by the Town Council; (ii) will not affect adversely the health and safety of residents in the area and will not be detrimental to the natural environment or to the use or development of adjacent properties or the general neighborhood; and (iii) will accomplish the objectives of Policy 1.9.2 and Objective 3.4 of the 2045 Comprehensive Plan of the Orange Park Town Code; now therefore

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Owner and Property Legal Description. The property rezoned by this ordinance is legally described in Exhibit A attached hereto (the "Property") and owned by Moosehaven, Inc., a Florida Not for Profit Corporation ("Owner"). The Owner's authorized agent/applicant is Helen Taylor, 1701 Park Avenue, Orange Park, FL 32073.

Section 2. Adoption of Small-Scale Land Use Amendment. The Town Council hereby adopts a proposed Small-Scale revision to the Future Land Use Map series of the 2045 Comprehensive Plan by changing the Future Land Use Map designation, as provided in Exhibit B, which is attached and hereto and incorporated herein by reference of the Property, from Commercial Medium Intensity (CMI)to Medium Density Residential (MDR), pursuant to Application Number CP-1-2026.

Section 3. Disclaimer. The amendment granted herein shall not be construed as an exemption from any other applicable local, state, or federal laws, regulations, requirements, permits or approvals. All other applicable local, state or federal permits or approvals shall be obtained before commencement of the development or use and issuance of this amendment is based upon acknowledgement, representation and confirmation made by the applicant(s), owners(s), developer(s) and/or any authorized

agent(s) or designee(s) that the subject business, development and/or use will be operated in strict compliance with all laws. Issuance of this amendment does not approve, promote or condone any practice or act that is prohibited or restricted by any federal, state or local laws.

Section 4. Effective Date. This ordinance shall become effective upon adoption by the Town Council of Orange Park.

Passed on first reading this 4th day of August, 2026.

Passed on second reading this 3rd day of September, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

EXHIBIT A

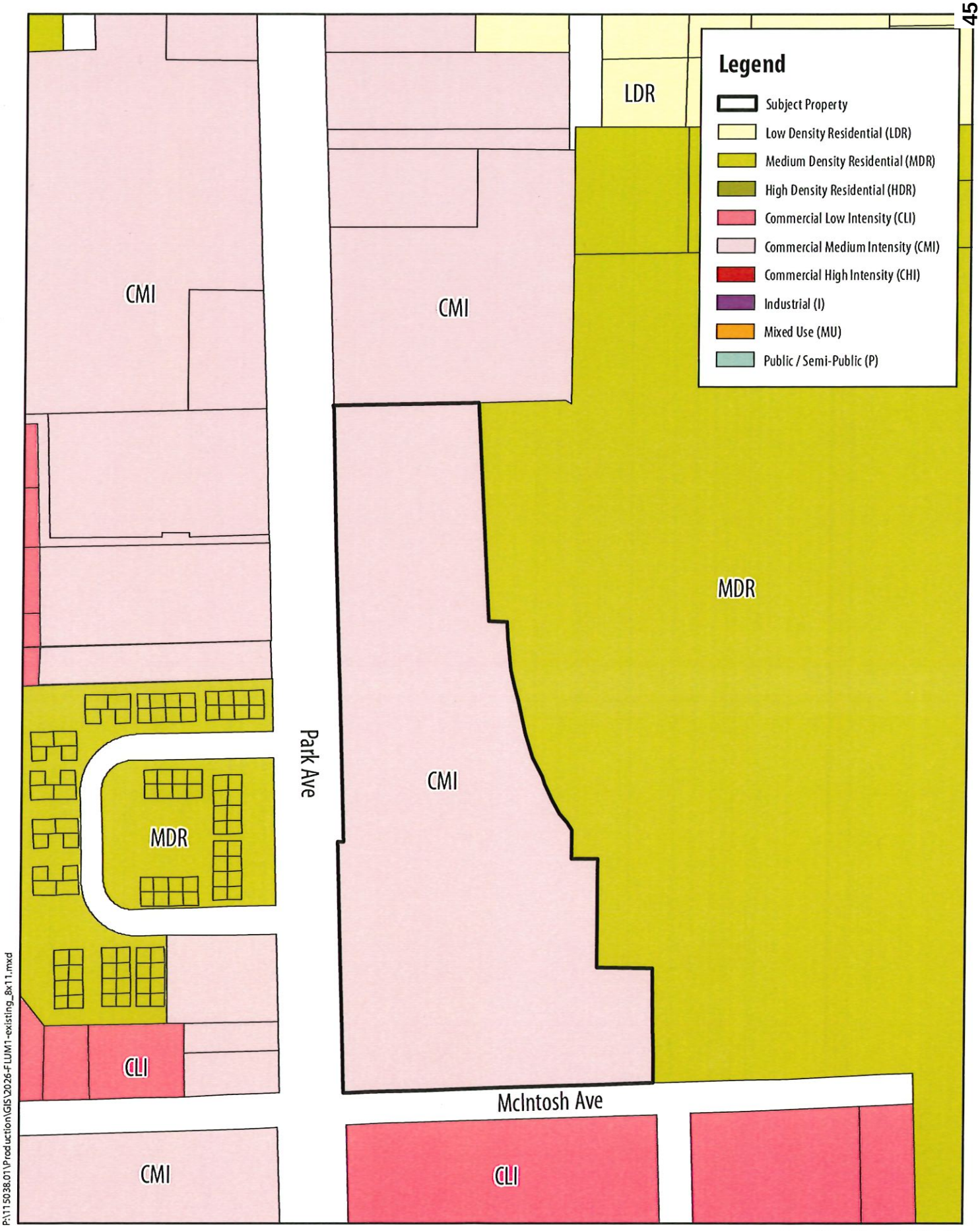
MAP SHOWING SPECIFIC PURPOSE SURVEY OF

A PORTION OF LOTS 40, 41, 42 AND 43, SECTION 1, ORANGE PARK AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BENEDICT'S ORANGE GROVE, AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE (A 50 FOOT RIGHT OF WAY), WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 (U.S. HIGHWAY NO. 17, A VARIABLE WIDTH RIGHT OF WAY, ACCORDING TO STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 71020-2505, DATED JANUARY 5, 1965), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1133, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND THE WESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 02°15'58" WEST, A DISTANCE OF 516.45 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 22,868.31 FEET; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 234.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°58'22" WEST, 234.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 01°40'45" WEST, A DISTANCE OF 541.90 FEET; THENCE NORTH 88°19'15" EAST, ALONG A LINE THAT IS 40 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1637, PAGE 864 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 201.41 FEET; THENCE SOUTH 01°40'22" EAST, A DISTANCE OF 645.86 FEET; THENCE NORTH 87°54'07" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 590.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°27'34" EAST, 278.40 FEET; THENCE SOUTH 01°42'29" EAST, A DISTANCE OF 68.90 FEET; THENCE NORTH 88°57'20" EAST, A DISTANCE OF 99.40 FEET; THENCE SOUTH 01°57'18" EAST, A DISTANCE OF 180.25 FEET; THENCE NORTH 87°54'07" EAST, A DISTANCE OF 91.74 FEET; THENCE SOUTH 02°00'53" EAST, A DISTANCE OF 161.85 FEET, TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE; THENCE SOUTH 88°19'15" WEST, ALONG LAST SAID LINE, A DISTANCE OF 498.42 FEET, TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1133, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 25.08 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87°44'02" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 8.00 FEET, TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING.

CONTAINING 375,921 SQUARE FEET AND/OR 8.63 ACRES, MORE OR LESS.

EXHIBIT B



Source: Town of Orange Park, Prime AE

Parcel I.D. No. 41-04-26-018764-000-00

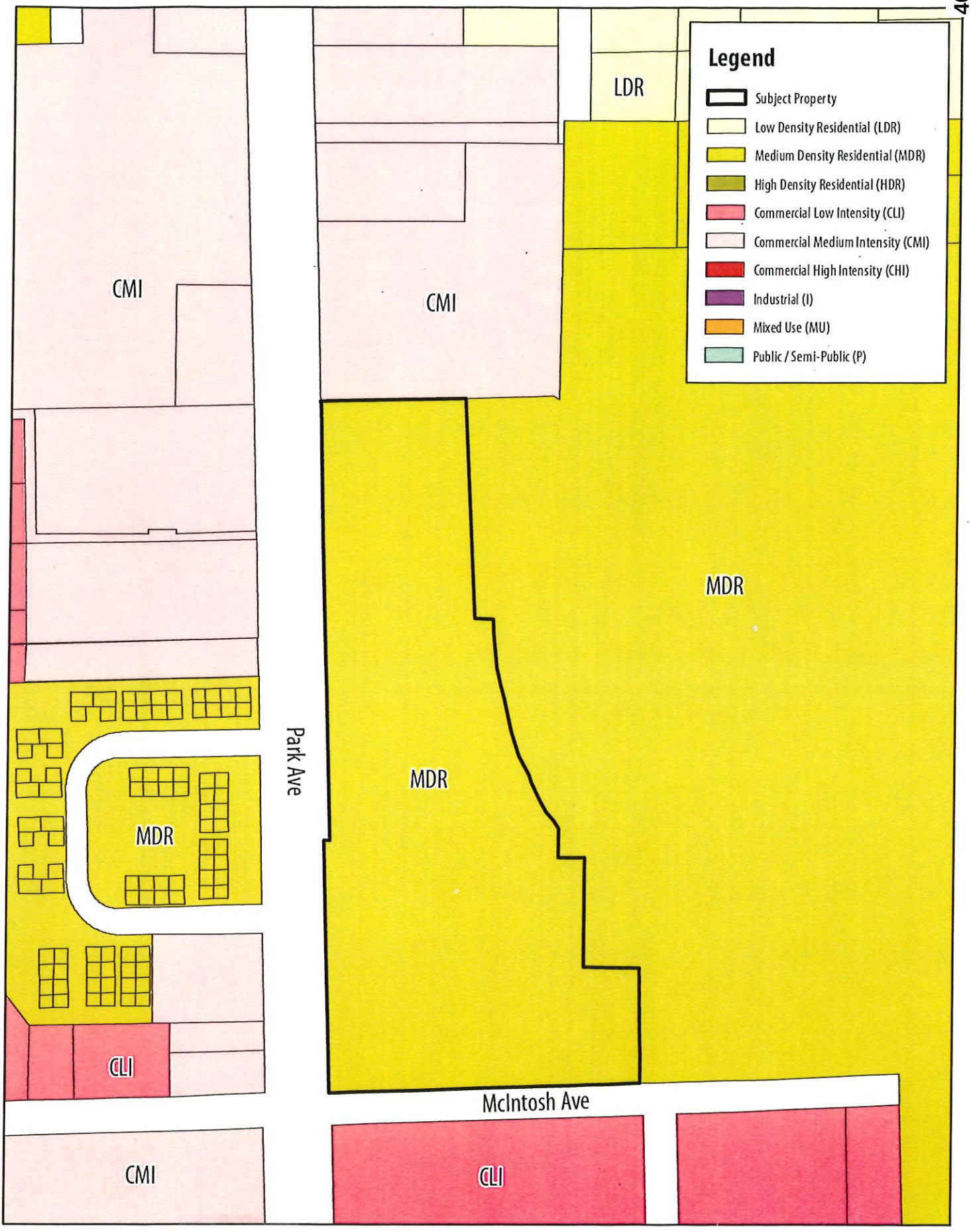
Comprehensive Plan Amendment

Futrue Land Use Map (Existing)

June 17, 2026

PRIME AE

0 100 200 Feet



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Parcel I.D. No. 41-04-26-018764-000-00

Comprehensive Plan Amendment

Futrue Land Use Map (Proposed)

June 17, 2026

PRIME AE

0 100 200 Feet

REPORT OF THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT FOR SMALL SCALE FUTURE LAND USE MAP AMENDMENT APPLICATION CP-1-2026 MAY 14, 2026

SUMMARY INFORMATION

Location: 1701 Park Avenue between Stiles Avenue and McIntosh Avenue.

Real Estate Number: Portion of 41-04-26-018764-000-00

Current Future Land Use Category: Commercial Medium Intensity (CMI)

Proposed Future Land Use Category: Medium Density Residential (MDR)

Current Zoning District: Commercial General (CG)

Proposed Zoning District: Residential, General-1 (RG-1)

Applicant/Agent: Helen Taylor

Owner: Moosehaven, Inc.
1701 Park Avenue
Orange Park, FL 32073

Staff Recommendation: Approve

The Economic and Community Development Department hereby forwards to the Planning and Zoning Board and Town Council its comments and recommendation regarding Small-Scale Land Use Application CP-1-2026.

GENERAL INFORMATION

Application **CP-1-2026** is a proposed Small-Scale Future Land Use Map Amendment to the Future Land Use Map (FLUM) for approximately 8.63 acres of land. The application seeks to change the Future Land Use Category from Commercial Medium Intensity (CMI) to Medium Density Residential (MDR). In 2008 a FLUM amendment for the subject property was approved to change the land use category from MDR to CMI. This request would effectively restore it back to the MDR land use category to permit residential development. There is also a companion rezoning application (R-1-2026) requesting to rezone the property from CG to RG-1.

The subject property is vacant; however, it's part of a larger master parcel that's approximately 60.91 acres and developed as a senior residential living community. The

Moosehaven Community includes various housing types from single-and-multi-family to assisted living and memory care. Park Avenue (US 17/SR-15) is a six-lane divided highway classified as Principal Arterial roadway.

COMPREHENSIVE PLAN CATEGORY DESCRIPTION

The Medium Density Residential functional land use category as defined by the Future Land Use Element (FLUE) adopted as part of the 2045 Comprehensive Plan, consists primarily of duplex dwelling units and multi-family dwelling units. Single-family dwellings, group homes, housing for the elderly, churches, retirement homes and similar uses may also be included. Accessory dwelling units such as guest houses or garage apartments are permitted and shall not count toward density calculations.

CONSISTENCY WITH THE 2045 COMPEHENSIVE PLAN

Objective 1.1 states that in preparation of the Future Land Use Map and in all future amendments thereto, the Town shall ensure that all future land uses are consistent with existing environmental constraints including, but not limited to, topography, soils, vegetation, wetlands, drainage and aquifer recharge areas.

Policy 1.9.2

The Town will encourage infill development within its corporate limits by maintaining a high level of urban services, by cooperating with the private sector in promoting the Town to traditional retiree populations, by promoting other forms of economic growth, and by maintaining land development regulations that facilitate the sensitive integration of new development in older urban areas.

Objective 3.4

Adequate Sites for Special Residential Facilities. The Town shall continue to assist state agencies, private, and non-profit groups in locating suitable locations for group homes, foster care facilities, and similar special residential facilities.

Policy 1.1.1 requires that all future land use decisions be based on the analysis of the following items without regard to priority:

(a) Surrounding uses and zoning

The surrounding uses, land use categories and zoning are as follows:

Adjacent Property	Land Use Category	Zoning District	Current Use(s)
North	CMI	CG	Day care
South	CLI	CPO	Church
East	MDR	RG-1	Senior Living facility
West	MDR/CMI	RG-1/CG	Multi-family & Commercial

(b) Acreage

The subject property consists of approximately 8.63 acres and is under one ownership.

(c) Soils and topography

Soil types are:
1 – Albany fine sand, 0-5 percent slopes
0 - Ortega fine sand, 0-5 percent slopes.

Albany fine sand is limited to approximately the front 50 feet of the property; it exhibits a high-water table at a depth of 12 inches to 30 inches, 1 to 4 months off the year. Suitable fill on the site would address the limitations created by the water table. The Ortega series consists of nearly level to moderately sloping, moderately well drained soils that formed thick beds of sandy marine deposits.

(d) Description of site

The area subject to this request is currently vacant and consists of relatively flat terrain. Driveway access is available from the existing driveway on Park Avenue or from McIntosh Avenue.

(e) Flood zone

The subject property is in Flood Zone X. Properties in Zone X are at moderate risk of flooding under the National Flood Insurance Program, and flood insurance is not required.

(f) Impact on adopted levels of service

Adopted levels of service (LOS) include:

- Traffic Impacts
  The proposed amendment would result in less intense use and traffic impacts. Located on US 17, the redevelopment of this site will:
  - Maximize the use of existing infrastructure;
  - Optimize the trip length for future Moosehaven residents seeking grocery and service shopping;
  - Promotes trip reduction by providing commercial/personal services for recreation and dining, etc.
- Sanitary Sewer
  The wastewater LOS standard for sanitary sewer is 120 gallons per capita per day with a 1.29 peak factor. Because the Town's available sanitary sewer capacity exceeds 80%, there is ample capacity for the potential 69 residential units.

- Potable Water
  The LOS standard for Potable Water is 121 gallons per capita per day with 1.36 peak factor. Because the Town's available water capacity exceeds 70%, there is ample capacity for the potential 69 residential units.
- Solid Waste
  The Town maintains a service agreement with Waste Management (WM) for the provision of solid waste disposal. Clay County maintains solid waste disposal facilities on a countywide basis. The proposed amendment to the FLUM does not create a need for additional solid waste disposal capacity.
- Stormwater/Drainage
  The subject property will provide on-site stormwater facilities that meet the requirements and level of service standards adopted by the Town. Development will be subject to the permitting requirements of the St. John's River Water Management District.
- Recreation
  The LOS standard for Parks and Recreation facilities is 3-acres per 1,000 population. In addition to meeting the recreation and open space requirements for the proposed residential units, Moosehaven completed construction on a comprehensive multi-use recreation facility in 2025.
- School Impacts.
  The proposed amendment would increase school impacts generated by 69 residential units. The Town has an intergovernmental agreement with Clay County for Schools.

(g) Availability of adequate water supplies

The Town has adopted level of service standards of 121 gallons per capita per day for potable water supplies and 120 gallons per capita per day for wastewater treatment. Available water capacity exceeds 70% and available sanitary sewer capacity exceeds 80%.

SUMMARY

The proposed Future Land Use Amendment seeks to reclassify the property from CMI to MDR, which is consistent with the existing and future use of the parcel, and it meets external compatibility and level of service requirements.

SUPPLEMENTARY INFORMATION

1. Upon visual inspection of the subject property on May 1, 2026 the required Notice of Public Hearing signs were posted.
2. Notices of this public hearing were mailed to all property owners within 300 feet of the subject property, as indicated in the public records of the Clay County Property Appraiser. The properties were posted with signs at least 15 days in advance of the public hearing. Legal notices were advertised in the Clay Today in conformance with Florida Statute and Town of Orange Park Code of Ordinances.

STAFF RECOMMENDATION

Based on the foregoing, the Economic and Community Development Department recommends that Small-Scale Land Use Application **CP-1-2026** be **APROVED.**



Picture of Sign Notice



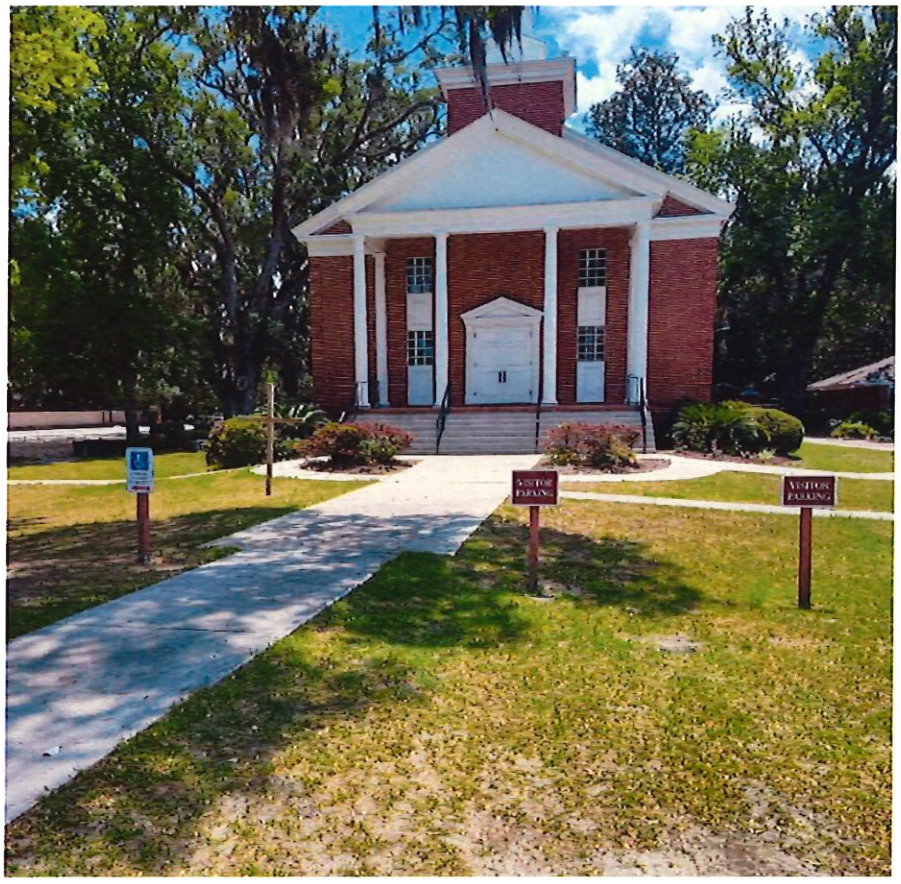
View of subject property from McIntosh Avenue.



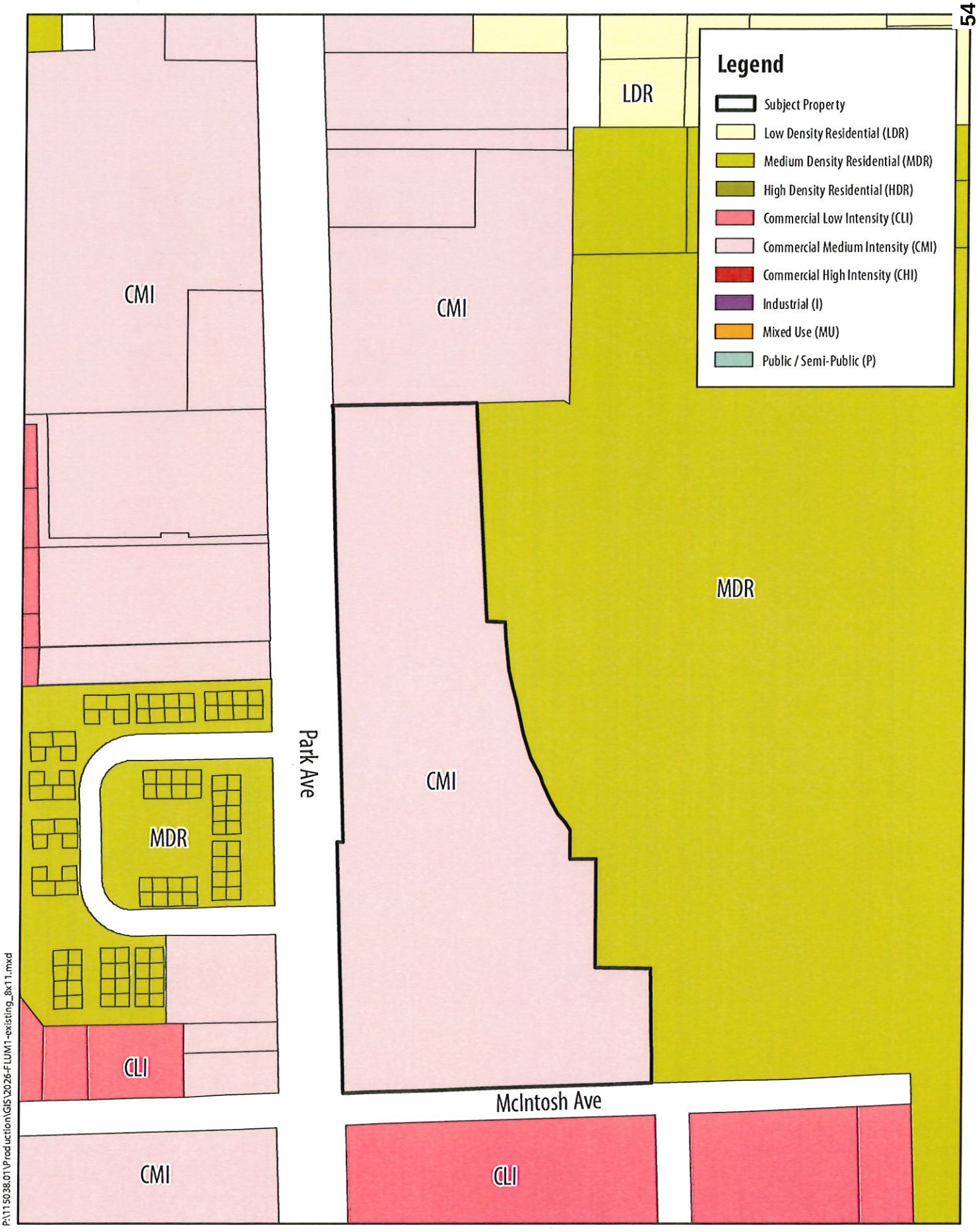
View of subject property from Park Avenue.



View of day care building to the north.



View of church at 242 McIntosh Avenue



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Source: Town of Orange Park, Prime AE

Parcel I.D. No. 41-04-26-018764-000-00

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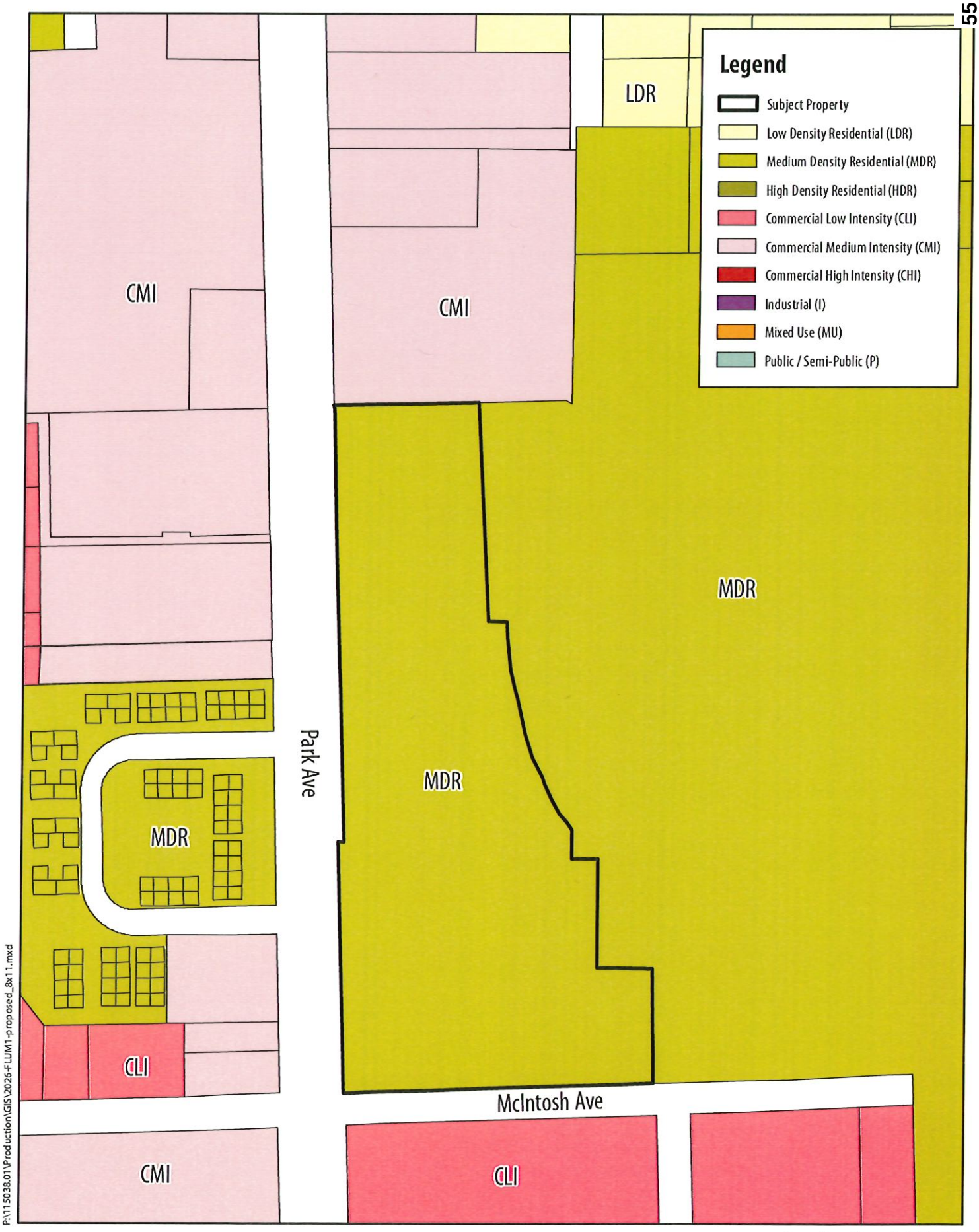

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Comprehensive Plan Amendment

Futrue Land Use Map (Existing)

June 17, 2026

PRIME AE

0 100 200 Feet

TOWN of ORANGE PARK
Closer To What Matters

FOR OFFICE USE ONLY	
Application No.	CP - 1-2026
Date Submitted:	2/2 2026
Date Filed:	4/6 2026
P&Z PH:	5/14 2026 CC PH: 7/21 2026

TOWN OF ORANGE PARK

APPLICATION FOR SMALL SCALE FUTURE LAND USE MAP AMENDMENT

A. PROJECT

1. Address of Subject Property: 1701 Park Ave Orange Park Fl 32073
2. Between Streets: Stiles Ave And Mc Intosh Ave
3. Parcel ID Number(s): 41-04-26-018764-000-00
4. Existing Use of Property: Housing for the Aged
5. Current Land Use Category: CMI Proposed Land Use Category: MDR
6. Current Zoning : CMI
7. Land Area (must be 10 acres or less): 8.63 Date lot was recorded: _____
8. Reason/Justification for Land Use Amendment: Future - Build Housing for th Aged

B. APPLICANT

1. Name of Owner(s): Moosehaven
   Address: 1701 Park Ave
   City: Orange Park State: Fl Zip: 32073
   Telephone: (904) 278-1245 Email: Phamilton@Moosehaven.org
   HTaylor@Moosehaven.org
2. Name of Authorized Agent(s): Helen P Taylor
   Address: 1701 Park avenue
   City: Orange Park State: Fl Zip: 32071
   Telephone: (904) 278-1211 Email: htaylor@moosehaven.org

RECEIVED
FEB 09 2026 CK#180863
$1500.00
FINANCE DEPT
ZONE

C. ATTACHMENTS

1. Copy of Warranty Deed or other proof of ownership
2. Legal Description (may be either lot and block or metes and bounds)
3. Boundary Survey
4. Application Fee

D. FILING FEES

1. Application Fee: **$1,500**
2. The applicant is responsible to pay the cost of notifications (per addressee within 300 feet of the subject property), advertising and signs.

NOTICE TO THE APPLICANT / OWNER

No application will be accepted as "Complete and filed" until all the requested information has been supplied and the required fee has been paid.

A completeness review of the application will be conducted within five (5) business days of receipt. The applicant will be notified if the application is determined to be incomplete.

The required signs will be posted on the property at least 15 days prior to the public hearing. The Sign(s) must remain posted and maintained until a final determination has been made on the application.

I/We hereby certify and acknowledge that I have read and understand the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

Helen P Taylor
Signature of Owner

Helen P Taylor
Signature of Authorized Agent

Executive Director
Typed or printed name and title of applicant

moosehave
Typed or printed name of authorized agent

1/19/2026
Date

1/19/2026
Date

State of Florida County of Clay

The foregoing application is acknowledge before me this 19th day of January, 2025

By Helen P. Taylor, who is/are personally known to me, or has/have produced _____ as identification.

NOTARY SEAL

Patricia Ann Horner
Signature of Notary Public, State of Florida

PATRICIA ANN HORNER
Notary Public
State of Florida
Comm# HH725321
Expires 1/2/2030

(2)

Prepared by and return to:
Richard T. Jones, Esq.
Jones, Carter & Drylie P.A.
P.O. Box 1526
Gainesville, FL 32602

Book: 1593
Page: 0949
Rec: 03/19/96
09:23 A.M.
File# 9610008
John Keene
Clerk Of Courts
Clay County, FL
FEE: $10.50
DOC: $0.70

QUIT-CLAIM DEED

This QUIT-CLAIM DEED executed this 28 day of February, 1996 by and between MOOSE INTERNATIONAL, INCORPORATED, f/k/a THE SUPREME LODGE OF THE WORLD, LOYAL ORDER OF MOOSE INC., an Indiana corporation, whose address is Supreme Lodge Building, Loyal Order of Moose, Mooseheart, Illinois, 60539 (Grantor) MOOSEHAVEN, INC., a Florida not-for-profit corporation, (Grantee) whose address is 1701 Park Avenue, Orange Park, Florida 32073.

WITNESSETH:

Grantor, in consideration of the sum of $10.00, paid by the Grantee, does hereby remise, release and quit-claim to the Grantee, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property situate, lying and being in the County of Clay, State of Florida:

All of that parcel of land in Clay County, Florida, collectively known as "MOOSEHAVEN"; being all of the property owned by Grantor bordered on the west by U.S. Highway 17, on the east by the St. Johns River, on the south by Kingsley Avenue (State Road 224) and on the north by tax parcels 41-04-26-018725, 41-04-26-018724, 41-04-26-018727 and 41-04-26-018729-001; more particularly described as Clay County Tax Parcel Numbers 41-04-26-018764-000 and Clay County Tax Parcel Number 41-04-26-018873-000. The property has approximately 1,375 feet of frontage on U.S. Highway 17 and approximately 1,875 feet along the St. Johns River. All of the property is a portion of land platted as Orange Park and Ridgewood by Florida Winter Home and Improvement Company according to a plat recorded in Plat Book 1, Page 23, of the Public Records of Clay County, Florida and a portion of land in Washington G. Benedicts Orange Grove according to a plat recorded in the Public Records of Clay County, Florida in Deed Book "L" as a re-plat of a portion of the Florida Winter Home and Improvement Company Plat.

To have and to hold, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, forever.

In witness whereof, Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

(CORPORATE SEAL)

MOOSE INTERNATIONAL, INCORPORATED

By: _____
Frank Sarnecki
Its President

Attest: _____
Donald H. Ross
Its Secretary

STATE OF ILLINOIS

COUNTY OF KANE

The foregoing instrument was acknowledged before me this 28 day of February, 1996 by Frank A. Sarnecki and attested by Donald H. Ross, respectively the President and Secretary of Moose International, Incorporated, f/k/a The Supreme Lodge of the World, Loyal Order of Moose, an Indiana Corporation, on behalf of the corporation. They _____ are personally known to me; or _____ produced _____ as identification.

(Notary Seal)

"OFFICIAL SEAL"
DONNA J. WOMACK
Notary Public, State of Illinois
My Commission Expires 4/27/99

_____
Notary Public
My Commission Expires: 4/27/99

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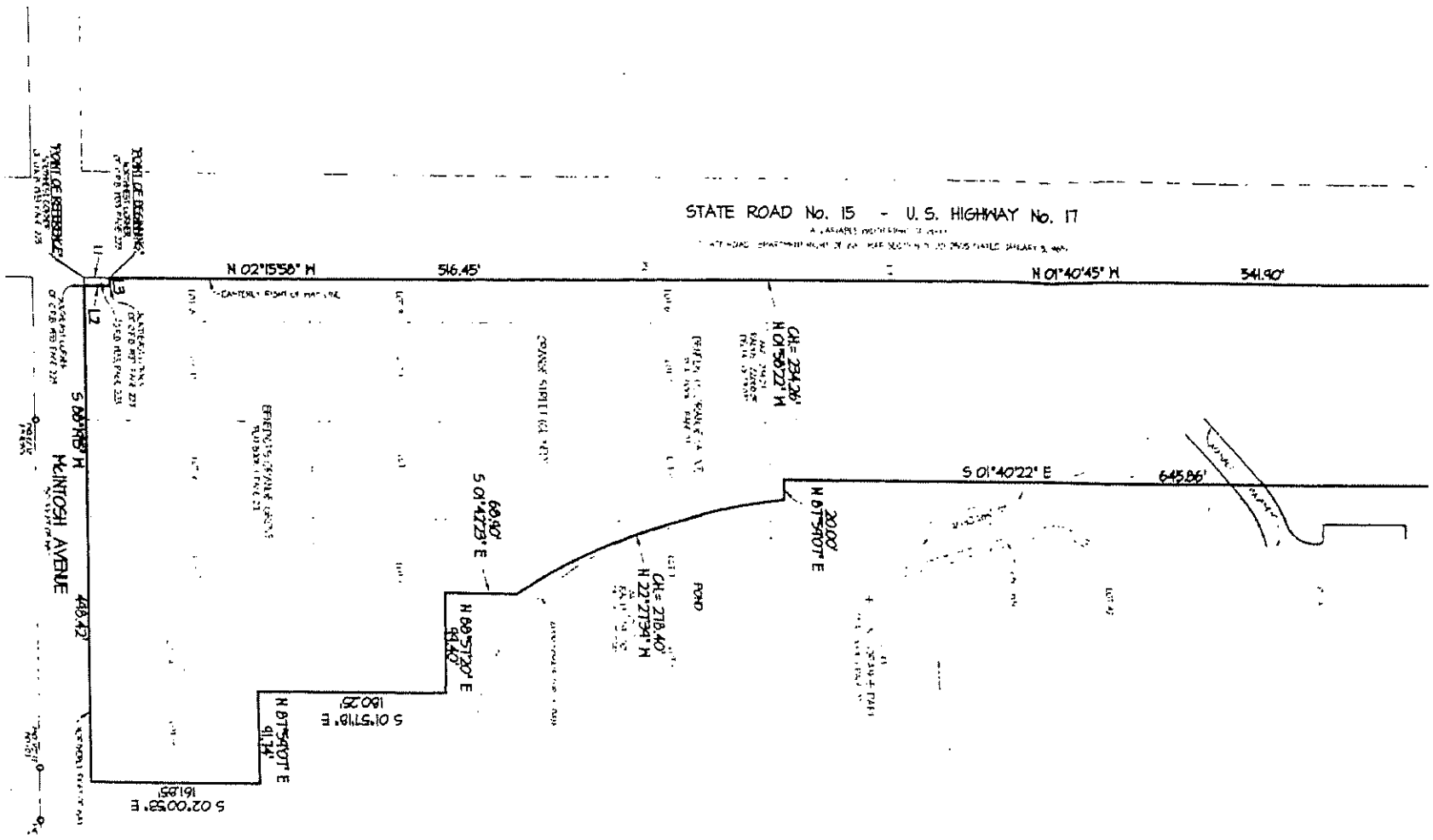

STATE ROAD No. 15 - U.S. HIGHWAY No. 17
N 02°15'58" W
516.45'
N 01°40'45" W
541.90'
S 01°40'22" E
645.86'
S 88°18'18" W
448.42'
McINTOSH AVENUE
S 02°00'53" E
161.85'
N 87°54'07" E
91.74'
S 01°57'18" E
180.25'
N 88°57'20" E
99.40'
S 01°42'23" E
68.90'
CH= 278.40'
N 22°27'34" W
CH= 234.26'
N 01°58'22" W
20.00'
N 87°54'07" E
POND
POINT OF BEGINNING
POINT OF REFERENCE

Paul Hamilton

From: Paul Hamilton
Sent: Monday, December 1, 2025 4:23 PM
To: Paul Hamilton
Subject: Zone

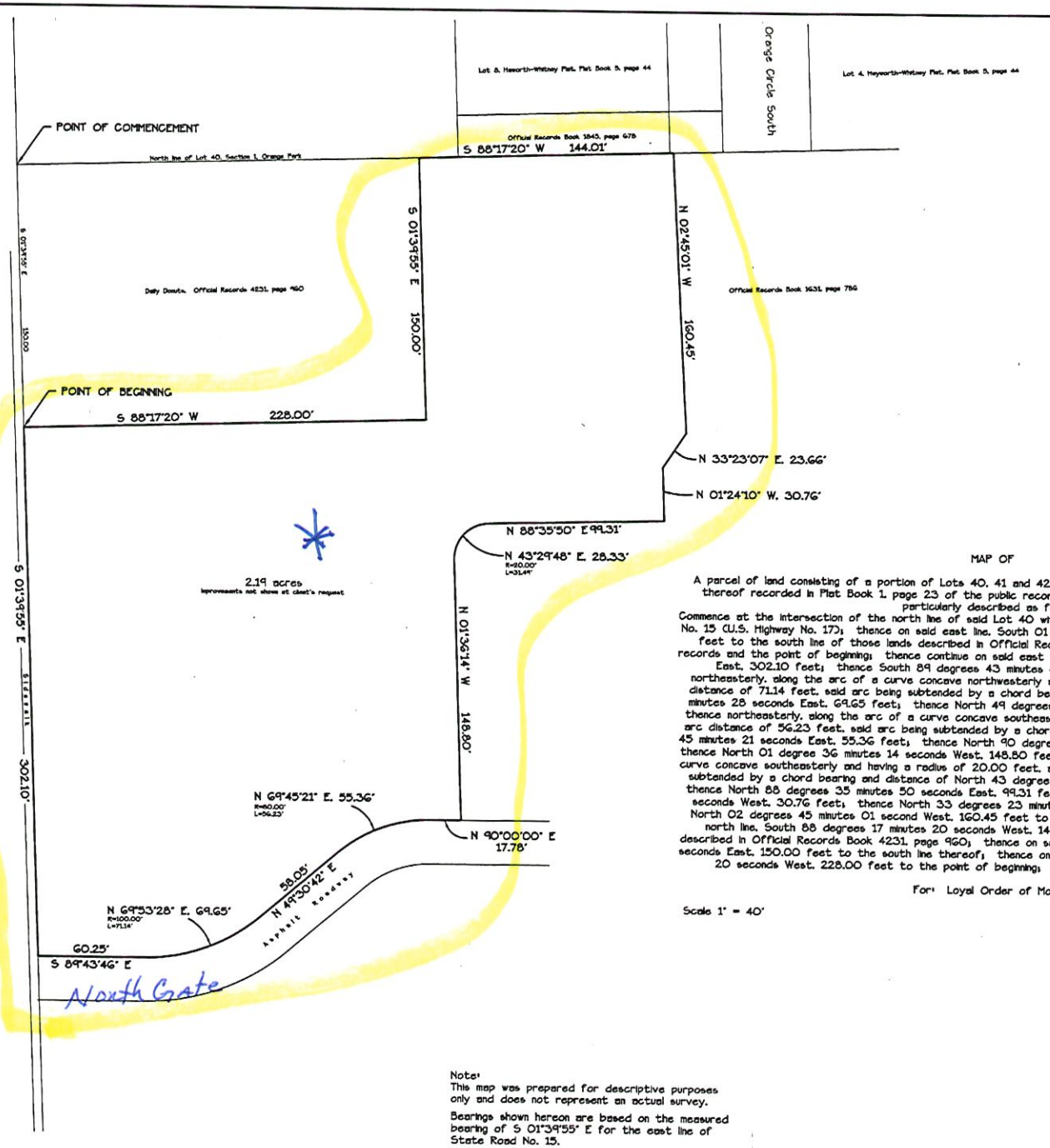


Paul Hamilton CHFM, CHC

This AREA to REMAIN Commercial See SURVEY

FF 49136 FB N/A Job No. 45859-B

State Road No 15 - U.S. Highway No. 17



MAP OF

A parcel of land consisting of a portion of Lots 40, 41 and 42, Orange Park, Section 1, according to plat thereof recorded in Plat Book 1, page 23 of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the north line of said Lot 40 with the east right-of-way line of State Road No. 15 (U.S. Highway No. 17); thence on said east line, South 01 degree 39 minutes 55 seconds East, 150.00 feet to the south line of those lands described in Official Records Book 4231, page 960 of said public records and the point of beginning; thence continue on said east line, South 01 degrees 39 minutes 55 seconds East, 302.10 feet; thence South 89 degrees 43 minutes 46 seconds East, 60.25 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 100.00 feet, an arc distance of 71.14 feet, said arc being subtended by a chord bearing and distance of North 69 degrees 53 minutes 28 seconds East, 69.65 feet; thence North 49 degrees 30 minutes 42 seconds East, 58.05 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 80.00 feet, an arc distance of 56.23 feet, said arc being subtended by a chord bearing and distance of North 69 degrees 45 minutes 21 seconds East, 55.36 feet; thence North 90 degrees 00 minutes 00 seconds East, 17.78 feet; thence North 01 degree 36 minutes 14 seconds West, 148.80 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 20.00 feet, an arc distance of 31.49 feet, said arc being subtended by a chord bearing and distance of North 43 degrees 29 minutes 48 seconds East, 28.33 feet; thence North 88 degrees 35 minutes 50 seconds East, 99.31 feet; thence North 01 degree 24 minutes 10 seconds West, 30.76 feet; thence North 33 degrees 23 minutes 07 seconds East, 23.66 feet; thence North 02 degrees 45 minutes 01 second West, 160.45 feet to said north line of Lot 40; thence on said north line, South 88 degrees 17 minutes 20 seconds West, 144.01 feet to the east line of said lands described in Official Records Book 4231, page 960; thence on said east line, South 01 degree 39 minutes 55 seconds East, 150.00 feet to the south line thereof; thence on said south line, South 88 degrees 17 minutes 20 seconds West, 228.00 feet to the point of beginning; being 2.19 acres, more or less, in area.

For: Loyal Order of Moose

Scale 1" = 40'

February 3, 2026

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

Bearings shown hereon are based on the measured bearing of S 01°39'55" E for the east line of State Road No. 15.

AREA to Remain Commercial

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

Planning and Zoning Board

May 14, 2026 Meeting

Meeting Minutes for Application CP-1-2026

Moosehaven (1701 Park Ave.)

their primary responsibility is to ensure that school growth doesn't negatively impact the surrounding neighborhood, specifically regarding traffic safety and the potential for neighborhood streets to become overflow parking as students reach driving age. While the board expressed strong support for the school's mission, they maintained that their role is quasi-judicial, focused strictly on assessing the facts of the site plan and current law.

Mr. Johnston moved to approve the site plan for St. John's Classical Academy, incorporating specific conditions to manage the school's impact on the local area beginning with the 2026-2027 school year. Under this agreement, the school must implement and maintain a mandatory two-bell system for student drop-off and pickup, ensuring a minimum of 30 minutes between the first and second bells for both morning and afternoon sessions. Additionally, the school's academic structure is officially capped at grades K-8, with a strict total student enrollment limit of 574 scholars. Mr. Niles seconded the motion, which passed 5 to 0.

Following the vote, the board clarified for concerned parents that while the current plan resolves the immediate need for eighth-grade classes and portables, the underlying traffic issues remain an ongoing conversation. The Chair reiterated his desire to see the school grow in the future but stressed that further expansion would require solving the significant funding and infrastructure hurdles that currently exist.

SMALL-SCALE FUTURE LAND USE MAP AMENDMENT (FLUM) FROM CMI TO MDR FOR 1701 PARK AVENUE (APPLICATION CP-1-2026)

There was a recess from 9:15 p.m.-9:24 p.m.

Mr. Hawkins requested disclosure of any ex-parte communications; there were none. The public hearing was opened.

Staff presented application CP-1-2026, a small-scale comprehensive plan amendment for approximately 8.63 acres of the Moose Haven campus located at 1701 Park Avenue. The request seeks to revert the land use from Commercial Medium-Intensity (CMI) back to Medium-Density Residential (MDR). This change effectively restores the designation the property held prior to 2008.

The companion rezoning application (R-1-2026) seeks to change the zoning from Commercial General (CG) to Residential, General-1 (RG-1). This alignment is intended to permit future residential development, such as elderly housing or multi-family units, which are not currently allowed under the commercial zoning. Staff noted that this change would actually decrease potential traffic intensity compared to commercial use and that the Town has ample water and sewer capacity to support the proposed maximum of 69 units.

Paul Hamilton, with the Moosehaven executive team, clarified that while there are no immediate plans to build on the US-17 frontage, the amendment provides the flexibility needed for future campus growth. He noted that Moosehaven has served the community since 1922 and emphasized

Item No. 9.c

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Economic Community Development

Item Title: Ordinance No. 10-26 (Second Reading, Public Hearing and Final Adoption): Rezoning Property at 1701 Park Avenue **(S. Smith)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: Not Applicable

Background Information: At their May 14, 2026 meeting, the Planning and Zoning Board ("the Board"), held a public hearing on Rezoning Application R-1-2026. The subject property is located at 1701 Park Avenue between Stiles Avenue and McIntosh Avenue. The Board voted 5-0 to recommend approval of Application R-1-2026, which requests to change the zoning from CG to RG-1 for approximately 8.63 acres. The staff report, application and meeting minutes are attached to this report.

Action Requested: Motion for a second reading, by title only, of Ordinance No. 10-26. The Clerk will read it into the record.

The Mayor will open and close the public hearing.

Following the public hearing, a motion for approval of Ordinance No. 10-26.

Information Attached:
Ordinance No. 10-26
R-1-2026 Staff Report with Maps
R-1-2026 Application
R-1-2026 PZB Minutes

ORDINANCE NO. 10-26

AN ORDINANCE REZONING APPROXIMATELY 8.63± ACRES LOCATED AT 1701 PARK AVENUE, TOWN OF ORANGE PARK, FLORIDA (A PORTION OF R.E. NO. 41-04-26-018764-000-00) BETWEEN MCINTOSH AVENUE AND STILES AVENUE, TOWN OF ORANGE PARK, FLORIDA, AS DESCRIBED HEREIN, OWNED BY MOOSEHAVEN, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FROM COMMERCIAL GENERAL (CG) DISTRICT TO RESIDENTIAL, GENERAL-1 (RG-1) DISTRICT, AS DEFINED AND CLASSIFIED UNDER THE ORANGE PARK TOWN CODE; PROVIDING THE OWNER AND PROPERTY LEGAL DESCRIPTION; PROVIDING FOR REZONING; PROVIDING A DISCLAIMER THAT THE REZONING GRANTED HEREIN SHALL NOT BE CONSTRUED AS AN EXEMPTION FROM ANY OTHER APPLICABLE LAWS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Planning and Zoning Board, acting as the local planning agency, after due notice and public hearing held on May 14, 2026, reviewed Rezoning Application R-1-2026 and made an advisory recommendation to the Town Council based on the Economic and Community Development Department's staff recommendation; and

WHEREAS, the Town Council, after due notice and public hearing held on September 3, 2026, finds that the proposed rezoning as described herein (i) does not affect adversely the orderly development of the Town, as embodied in Article II (Zoning), Part III (Land Development Regulations) of the Orange Park Town Code and in any comprehensive plan or portion thereof adopted by the Town

Council; (ii) will not affect adversely the health and safety of residents in the area and will not be detrimental to the natural environment or to the use or development of adjacent properties or the general neighborhood; and (iii) will accomplish the objectives of Section 2.08.15.07, Article II (Zoning), Part III (Land Development Regulations) of the Orange Park Town Code; now therefore

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Owner and Property Legal Description. The property rezoned by this ordinance is legally described in Exhibit A attached hereto (the "Property") and owned by Moosehaven, Inc, a Florida Not for Profit Corporation ("Owner"). The Owner's authorized agent/applicant is Helen Taylor, 1701 Park Avenue, Orange Park, FL 32073.

Section 2. Property Rezoned. The Property is rezoned and reclassified from Commercial General (CG) District to Residential, General-1 (RG-1) District as defined and classified under Article II (Zoning) of the Land Development Regulations of the Orange Park Town Code.

Section 3. Disclaimer. The rezoning granted herein shall not be construed as an exemption from any other applicable local, state, or federal laws, regulations, requirements, permits or approvals. All other applicable local, state or federal permits or

approvals shall be obtained before commencement of the development or use and issuance of this rezoning is based upon acknowledgement, representation and confirmation made by the applicant(s), owners(s), developer(s) and/or any authorized agent(s) or designee(s) that the subject business, development and/or use will be operated in strict compliance with all laws. Issuance of this rezoning does not approve, promote or condone any practice or act that is prohibited or restricted by any federal, state or local laws.

Section 4. Effective Date. This ordinance shall become effective upon adoption by the Town Council of Orange Park.

Passed on first reading this 4th day of August, 2026.

Passed on second reading this 3rd day of September, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

EXHIBIT A

MAP SHOWING SPECIFIC PURPOSE SURVEY OF

A PORTION OF LOTS 40, 41, 42 AND 43, SECTION 1, ORANGE PARK AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BENEDICT'S ORANGE GROVE, AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE (A 50 FOOT RIGHT OF WAY), WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 (U.S. HIGHWAY NO. 17, A VARIABLE WIDTH RIGHT OF WAY, ACCORDING TO STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 71020-2505, DATED JANUARY 5, 1965), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1933, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND THE WESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 02°15'58" WEST, A DISTANCE OF 516.45 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 22,868.31 FEET; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 234.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°58'22" WEST, 234.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 01°40'45" WEST, A DISTANCE OF 541.90 FEET; THENCE NORTH 88°19'15" EAST, ALONG A LINE THAT IS 40 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1631, PAGE 864 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 201.41 FEET; THENCE SOUTH 01°40'22" EAST, A DISTANCE OF 645.86 FEET; THENCE NORTH 87°59'07" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 590.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°27'39" EAST, 278.40 FEET; THENCE SOUTH 01°42'29" EAST, A DISTANCE OF 68.90 FEET; THENCE NORTH 88°57'20" EAST, A DISTANCE OF 99.40 FEET; THENCE SOUTH 01°57'18" EAST, A DISTANCE OF 180.25 FEET; THENCE NORTH 87°59'07" EAST, A DISTANCE OF 91.74 FEET; THENCE SOUTH 02°00'53" EAST, A DISTANCE OF 161.85 FEET, TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE; THENCE SOUTH 88°19'15" WEST, ALONG LAST SAID LINE, A DISTANCE OF 498.42 FEET, TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1933, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 25.08 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87°44'02" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 8.00 FEET, TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING.

CONTAINING 375,921 SQUARE FEET AND/OR 8.63 ACRES, MORE OR LESS.

REPORT OF THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT FOR REZONING APPLICATION R-1-2026

MAY 14, 2026

SUMMARY INFORMATION

Location: 1701 Park Avenue between Stiles Avenue and McIntosh Avenue

Real Estate Number: Portion of 41-04-26-018764-000-00

Property Acreage: 8.63 +/- acres

Current Zoning District: Commercial General (CG)

Proposed Zoning District: Residential, General-1 (RG-1)

Current Land Use Category: Commercial Medium Intensity (CMI)

Proposed Land Use Category: Medium Density Residential (MDR)

Applicant/Agent: Helen Taylor

Owner: Moosehaven, Inc.
1701 Park Avenue
Orange Park, FL 32073

Staff Recommendation: Approve

The Economic and Community Development Department hereby forwards to the Planning and Zoning Board and Town Council its comments and recommendation regarding an Application for Rezoning.

GENERAL INFORMATION

Application for Rezoning **R-1-2026** seeks to rezone approximately 8.63 +/- acres of land from CG to RG-1. The subject property is vacant; however, it's part of a larger master parcel that's approximately 60.91 acres. The subject property was rezoned from RG-1 to CG in 2008 but was not developed. This rezoning request would effectively restore it back to the previous RG-1 zoning district and permit future residential development. The master parcel is developed as a retirement community including various housing types from single-and-multi-family to assisted living and memory care.

Additionally, the companion Small-Scale Land Use Amendment (CP-1-2026) to the Future Land Use Map (FLUM) requests to change the land use category from Commercial Medium Intensity (CMI) to Medium Density Residential (MDR). The requested amendment would eliminate future strip commercial development along Park Avenue.

STANDARDS, CRITERIA AND FINDINGS

The applicant for a proposed rezoning bears the burden of proving, by substantial competent evidence, that the proposed rezoning is consistent with the Town's comprehensive plan for future development of the subject parcel. In determining whether a proposed rezoning is consistent with the 2045 Comprehensive Plan, the Economic and Community Development Department considers several factors, including (a) whether it is consistent with the functional land use category identified in the Future Land Use Element (FLUE); (b) whether it furthers the goals, objectives and policies of the Comprehensive Plan; and (c) whether it conflicts with any portion of the Town's land use regulations. Thus, the fact that a proposed rezoning is permissible within a given land use category does not automatically render it consistent with the 2045 Comprehensive Plan, as a determination of consistency entails an examination of several different factors.

1. ***Is the proposed rezoning consistent with the 2045 Comprehensive Plan?***

   Yes. There is a companion Application for a Small-Scale Land Use Amendment to the Future Land Use Map that seeks to change the land use category from CMI to MDR.

   The MDR land use category consists primarily of duplex dwelling units and multi-family dwelling units. Single-family dwellings, group homes, housing for the elderly, churches, retirement homes and similar uses may also be included.

   Therefore, if proposed Application for Small-Scale Land Use Amendment CP-1-2026 is approved, then the proposed rezoning would be consistent with the FLUM.

2. ***Does the proposed rezoning further the goals, objectives and policies of the 2045 Comprehensive Plan?***

   Yes. The proposed rezoning to RG-1 is consistent with the 2045 Comprehensive Plan and furthers the following goals, objectives and policies contained herein, including:

   Policy 1.9.2
   The Town will encourage infill development within its corporate limits by maintaining a high level of urban services, by cooperating with the private sector in promoting the Town to traditional retiree populations, by promoting other

forms of economic growth, and by maintaining land development regulations that facilitate the sensitive integration of new development in older urban areas.

Objective 3.4
Adequate Sites for Special Residential Facilities. The Town shall continue to assist state agencies, private, and non-profit groups in locating suitable locations for group homes, foster care facilities, and similar special residential facilities.

3. ***Does the proposed rezoning conflict with any portion of the Town's land use regulations?***

No. The proposed rezoning does not appear to conflict with any portion of the Town's land use regulations.

The surrounding uses, land use categories and zoning are as follows:

Adjacent Property	Land Use Category	Zoning District	Current Use(s)
North	CMI	CG	Day care
South	CLI	CPO	Church
East	MDR	RG-1	Senior Living Facility
West	MDR/CMI	RG-1 / CG	Multi-family & general commercial

The proposed rezoning to RG-1 is consistent and compatible with the surrounding uses in the area, which generally consists of senior living development (Moosehaven), multi-family, church, day care and commercial to the west across US 17.

SUPPLEMENTARY INFORMATION

1. Upon visual inspection of the subject property on April 30, 2026 the required Notice of Public Hearing signs were posted.
2. Notices of this public hearing were mailed to all property owners within 300 feet of the subject property, as indicated in the public records of the Clay County Property Appraiser. The properties were posted with signs at least 15 days in advance of the public hearing. Legal notices were advertised in the Clay Today in conformance with Florida Statute and Town of Orange Park Code of Ordinances.

STAFF RECOMMENDATION

Based on the foregoing, it is the recommendation of the Economic and Community Development Department that Application for Rezoning **R-1-2026** be **APPROVED**.



Public Notice Sign



View of subject property from McIntosh Avenue.



View of subject property from Park Avenue.



View of day care building to the north.



View of church at 242 McIntosh Avenue



Source: Town of Orange Park, Prime AE

Parcel I.D. No. 41-04-26-018764-000-00

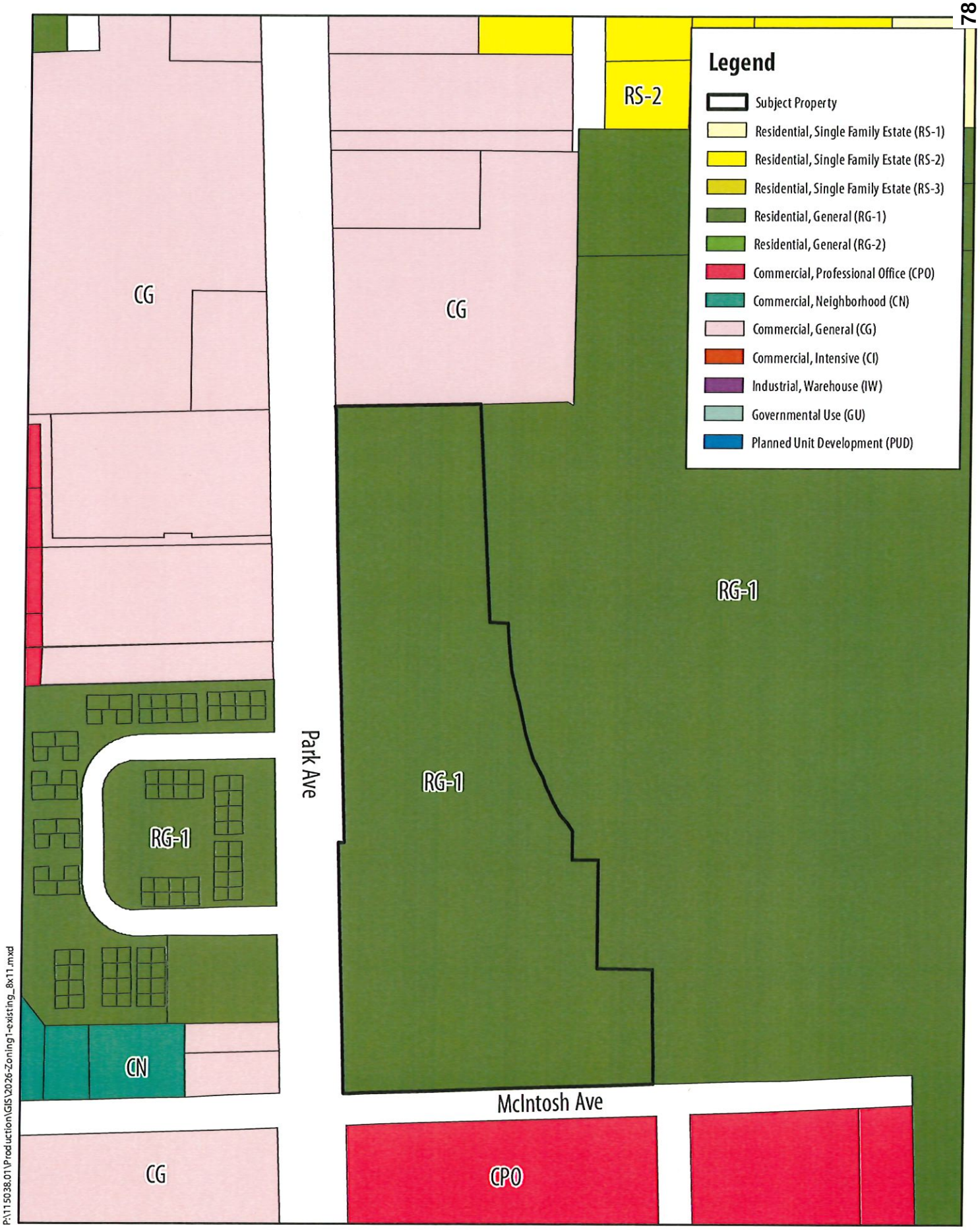
Comprehensive Plan Amendment

Zoning (Existing)

June 17, 2026

PRIME AE

0 100 200 Feet



Source: Town of Orange Park, Prime AE

Parcel I.D. No. 41-04-26-018764-000-00

Comprehensive Plan Amendment

Zoning (Proposed)

June 17, 2026

PRIME AE

0 100 200 Feet

20260007

TOWN of ORANGE PARK

FOR OFFICE USE ONLY	
Application No.	R - 1 - 2026
Date Submitted:	1/5 20 26
Date Filed:	2/9 20 26
P&Z PH:	5/14 20 26 CC PH: 7/21 20 26

TOWN OF ORANGE PARK

PAID JAN 06 2026 By CK#2608

APPLICATION FOR REZONING

A. PROJECT

1. Address of Subject Property: 1701 Park Ave Orange Park Fl 32073
2. Between Streets: Park Ave And River Road
3. Parcel ID Number(s): 41-04-26-018764-000-00
4. Existing Use of Property: Moosehaven, ILF, SNF, Residents Retirement
5. Current Zoning: CG Proposed Zoning: RG-1
6. Current Land Use Category: CMI.
7. Land Area (Acres): 8.63 Date lot was recorded:
8. Justification for Rezoning Application: Housing for the Aged

B. APPLICANT

1. Name of Owner(s): Moosehaven Inc
   Address: 1701 Park Ave
   City: Orange Park State: Fl. Zip: 32073
   Telephone: (904) 278-1245 Email: phamilton@moosehaven.org

2. Name of Authorized Agent(s): Helen Taylor
   Address: 1701 Park Ave
   City: Orange Park State: Fl Zip: 32073
   Telephone: (904) 278-1211 Email: htaylor@moosehaven.org

RECEIVED JAN 06 2026 FINANCE DEPT CK#2608

C. ATTACHMENTS

1. Copy of Warranty Deed or other proof of ownership
2. Legal Description (may be either lot and block or metes and bounds)
3. Boundary Survey
4. Application Fee

D. FILING FEES

1. Application Fee: **$750.00**
2. The applicant is responsible to pay the cost of notifications (per addressee within 300 feet of the subject property), advertising and signs.

NOTICE TO THE APPLICANT / OWNER

No application will be accepted as "Complete and filed" until all the requested information has been supplied and the required fee has been paid.

A completeness review of the application will be conducted within five (5) business days of receipt. The applicant will be notified if the application is determined to be incomplete.

The required signs will be posted on the property at least 15 days prior to the public hearing. The Sign(s) must remain posted and maintained until a final determination has been made on the application.

I/We hereby certify and acknowledge that I have read and understand the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

Helen P Taylor
Signature of Owner

Helen P Taylor
Signature of Authorized Agent

Helen P Taylor, Executive Director/VP
Typed or printed name and title of applicant

Helen P. Taylor
Typed or printed name of authorized agent

12/18/2025
Date

12/18/2025
Date

State of Florida County of Clay

The foregoing application is acknowledge before me this 18th day of December, 2025

By Helen P. Taylor, who is/are personally known to me, or has/have produced _____ as identification.

NOTARY SEAL

PATRICIA ANN HORNER
Notary Public
State of Florida
Comm# HH725321
Expires 1/2/2030

Patricia Ann Horner
Signature of Notary Public, State of Florida

(2)

Prepared by and return to:
Richard T. Jones, Esq.
Jones, Carter & Drylie P.A.
P.O. Box 1526
Gainesville, FL 32602



Book: 1593
Page: 0949
Rec: 03/19/96
09:23 A.M.
File# 9610008
John Keene
Clerk Of Courts
Clay County, FL
FEE: $10.50
DOC: $0.70

QUIT-CLAIM DEED

This QUIT-CLAIM DEED executed this 28 day of February, 1996 by and between MOOSE INTERNATIONAL, INCORPORATED, f/k/a THE SUPREME LODGE OF THE WORLD, LOYAL ORDER OF MOOSE INC., an Indiana corporation, whose address is Supreme Lodge Building, Loyal Order of Moose, Mooseheart, Illinois, 60539 (Grantor) MOOSEHAVEN, INC., a Florida not-for-profit corporation, (Grantee) whose address is 1701 Park Avenue, Orange Park, Florida 32073.

WITNESSETH:

Grantor, in consideration of the sum of $10.00, paid by the Grantee, does hereby remise, release and quit-claim to the Grantee, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property situate, lying and being in the County of Clay, State of Florida:

All of that parcel of land in Clay County, Florida, collectively known as "MOOSEHAVEN"; being all of the property owned by Grantor bordered on the west by U.S. Highway 17, on the east by the St. Johns River, on the south by Kingsley Avenue (State Road 224) and on the north by tax parcels 41-04-26-018725, 41-04-26-018724, 41-04-26-018727 and 41-04-26-018729-001; more particularly described as Clay County Tax Parcel Numbers 41-04-26-018764-000 and Clay County Tax Parcel Number 41-04-26-018873-000. The property has approximately 1,375 feet of frontage on U.S. Highway 17 and approximately 1,875 feet along the St. Johns River. All of the property is a portion of land platted as Orange Park and Ridgewood by Florida Winter Home and Improvement Company according to a plat recorded in Plat Book 1, Page 23, of the Public Records of Clay County, Florida and a portion of land in Washington G. Benedicts Orange Grove according to a plat recorded in the Public Records of Clay County, Florida in Deed Book "L" as a re-plat of a portion of the Florida Winter Home and Improvement Company Plat.

To have and to hold, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, forever.

In witness whereof, Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

(CORPORATE SEAL)

MOOSE INTERNATIONAL, INCORPORATED

By: _____
Frank Sarnecki
Its President

Attest: _____
Donald H. Ross
Its Secretary

STATE OF ILLINOIS

COUNTY OF KANE

The foregoing instrument was acknowledged before me this 28 day of February, 1996 by Frank A. Sarnecki and attested by Donald H. Ross, respectively the President and Secretary of Moose International, Incorporated, f/k/a The Supreme Lodge of the World, Loyal Order of Moose, an Indiana Corporation, on behalf of the corporation. They _____ are personally known to me; or _____ produced _____ as identification.

(Notary Seal)

"OFFICIAL SEAL"
DONNA J. WOMACK
Notary Public, State of Illinois
My Commission Expires 4/27/99

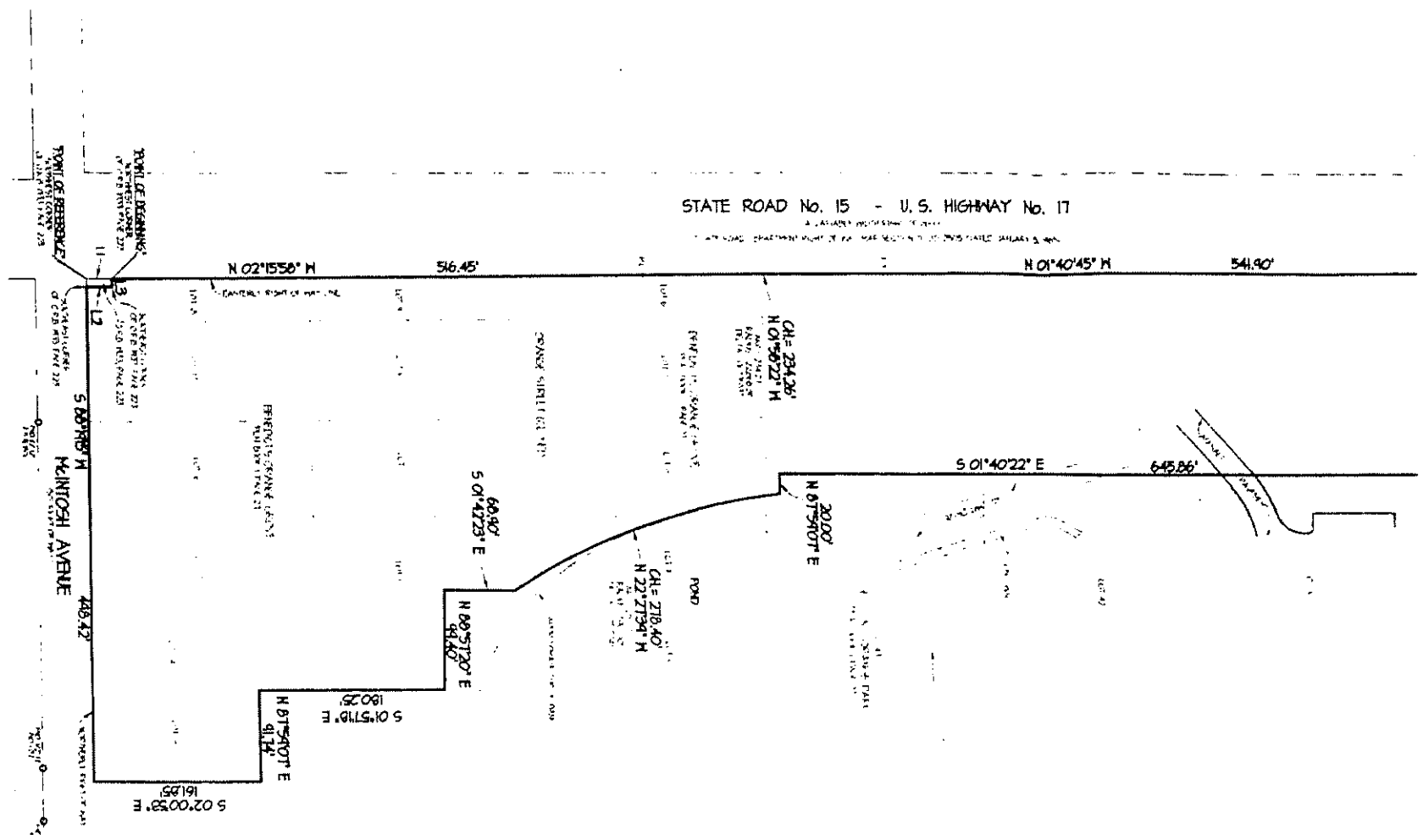
_____
Notary Public
My Commission Expires: 4/27/99

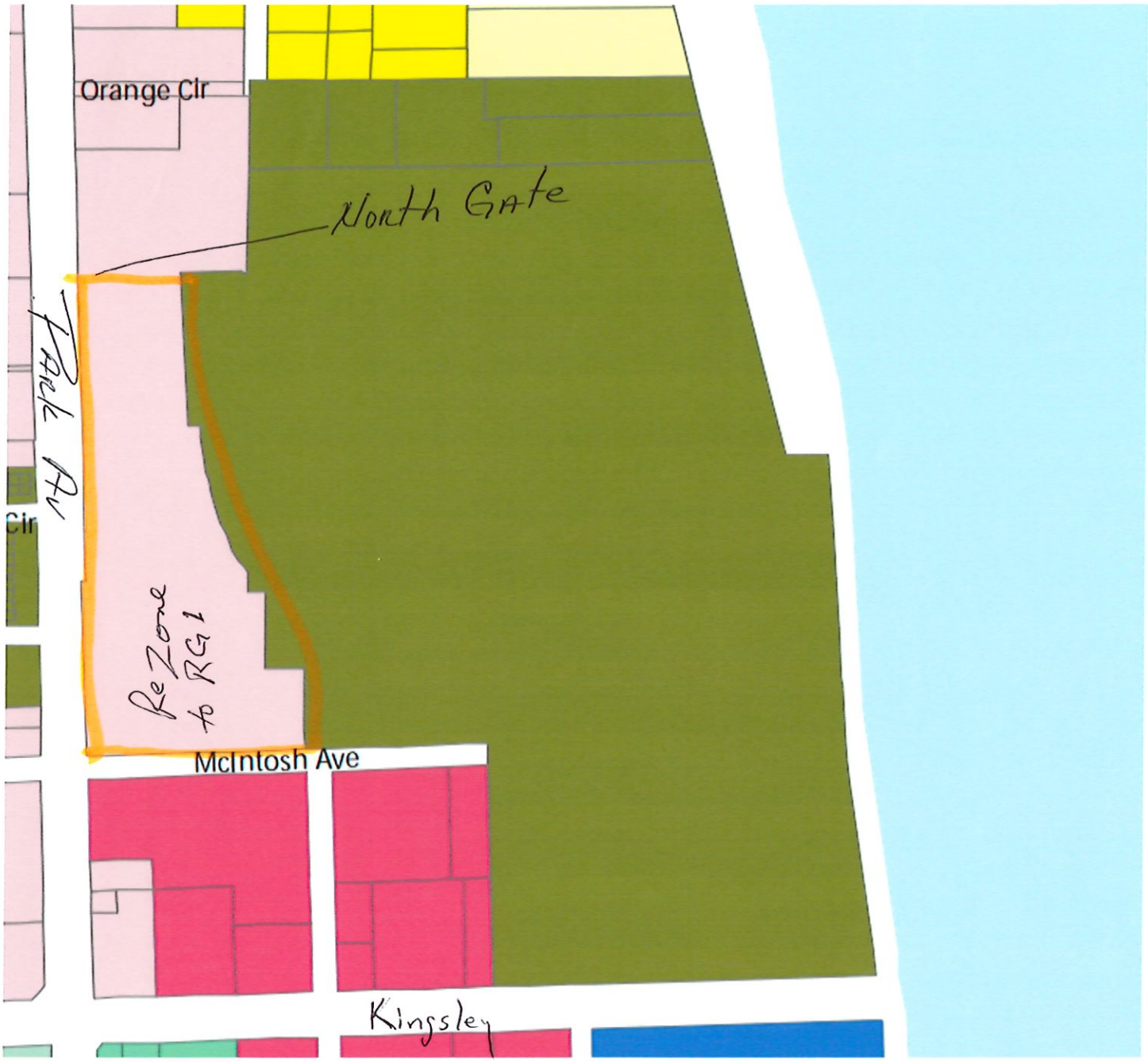
MAP SHOWING SPECIFIC PURPOSE SURVEY OF

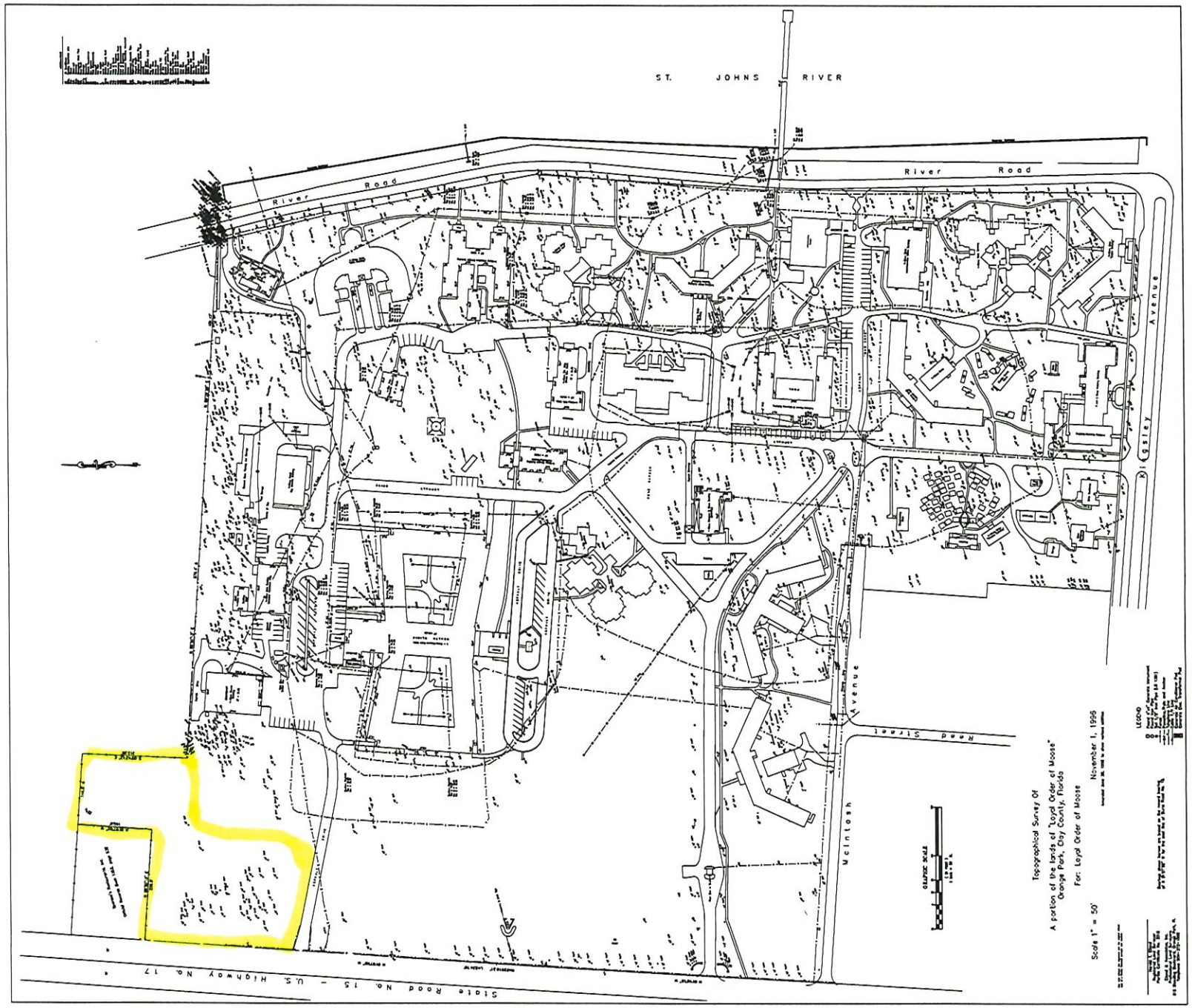
A PORTION OF LOTS 40, 41, 42 AND 43, SECTION 1, ORANGE PARK AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BENEDICT'S ORANGE GROVE, AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE (A 50 FOOT RIGHT OF WAY), WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 (U.S. HIGHWAY NO. 17, A VARIABLE WIDTH RIGHT OF WAY, ACCORDING TO STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 71020-2505, DATED JANUARY 5, 1965), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1933, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND THE WESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 15, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 02°15'58" WEST, A DISTANCE OF 516.45 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 22,868.31 FEET; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 234.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°58'22" WEST, 234.26 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 01°40'45" WEST, A DISTANCE OF 541.90 FEET; THENCE NORTH 88°19'15" EAST, ALONG A LINE THAT IS 40 FEET SOUTHERLY AND PARALLEL WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1631, PAGE 864 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 201.41 FEET; THENCE SOUTH 01°40'22" EAST, A DISTANCE OF 645.86 FEET; THENCE NORTH 87°59'01" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 590.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 281.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°27'54" EAST, 278.40 FEET; THENCE SOUTH 01°42'29" EAST, A DISTANCE OF 68.90 FEET; THENCE NORTH 88°57'20" EAST, A DISTANCE OF 99.40 FEET; THENCE SOUTH 01°57'18" EAST, A DISTANCE OF 180.25 FEET; THENCE NORTH 87°59'01" EAST, A DISTANCE OF 91.74 FEET; THENCE SOUTH 02°00'53" EAST, A DISTANCE OF 161.85 FEET, TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF McINTOSH AVENUE; THENCE SOUTH 88°19'15" WEST, ALONG LAST SAID LINE, A DISTANCE OF 498.42 FEET, TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1933, PAGE 223 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 02°15'58" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 25.08 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87°44'02" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 8.00 FEET, TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING.

CONTAINING 375,921 SQUARE FEET AND/OR 8.63 ACRES, MORE OR LESS.


STATE ROAD No. 15 - U.S. HIGHWAY No. 17
N 02°15'58" W
516.45'
N 01°40'45" W
541.90'
S 01°40'22" E
645.86'
S 88°19'15" W
448.42'
McINTOSH AVENUE
S 02°00'58" E
161.85'
N 87°54'07" E
91.74'
S 01°57'18" E
180.25'
N 88°57'20" E
99.40'
S 01°42'23" E
68.90'
N 22°27'34" W
CH= 278.40'
N 87°54'07" E
20.00'
N 01°58'22" W
CH= 234.26'
POND
POINT OF REFERENCE
POINT OF BEGINNING

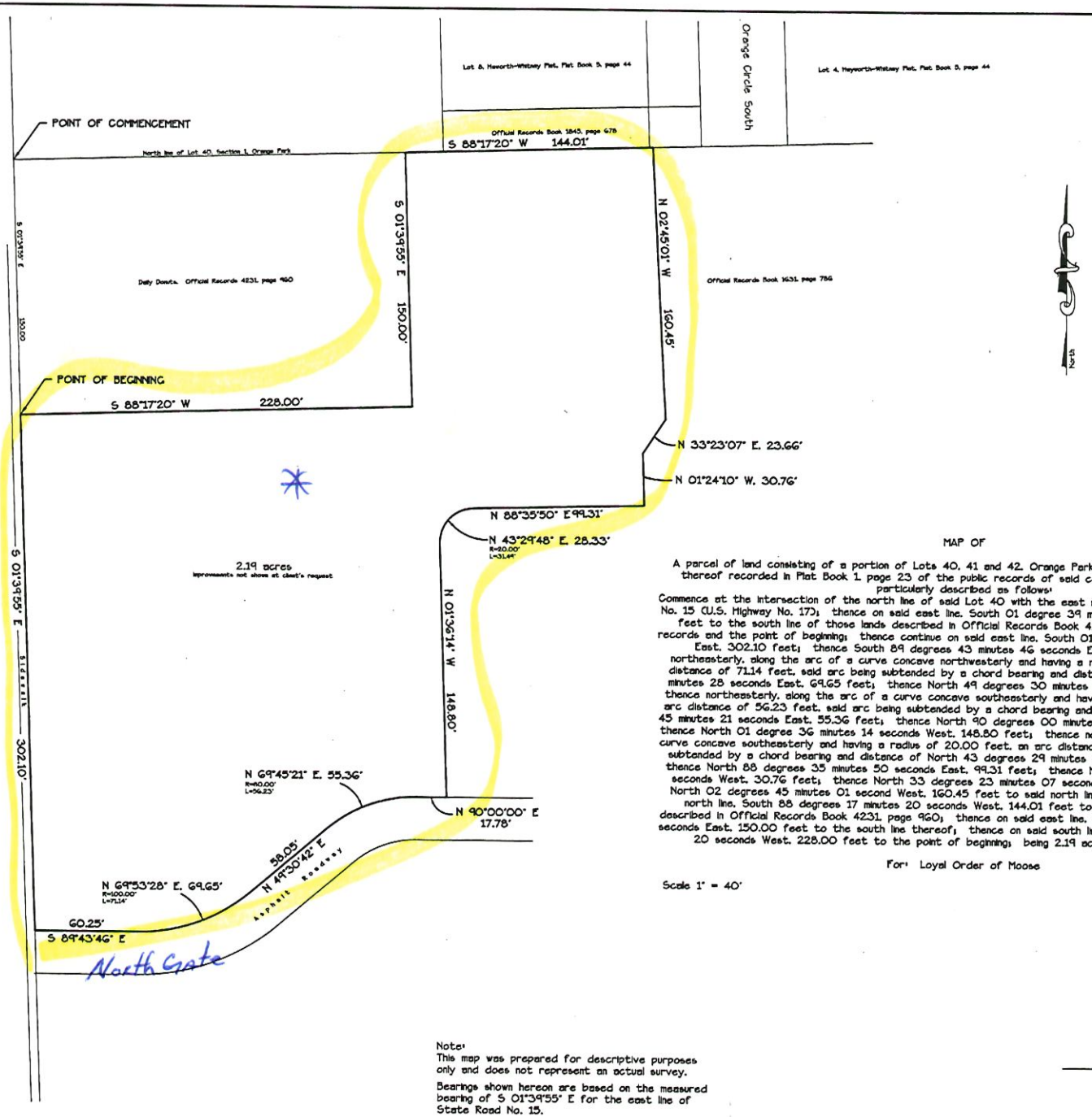

Orange Cir
North Gate
Park Av
Cir
ReZone to RG1
McIntosh Ave
Kingsley



AREA to Remain Commercial

FF 44:136 FB N/A Job No. 45859-B

State Road No 15 - U.S. Highway No. 17



MAP OF

A parcel of land consisting of a portion of Lots 40, 41 and 42, Orange Park, Section 1, according to plat thereof recorded in Plat Book 1 page 23 of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the north line of said Lot 40 with the east right-of-way line of State Road No. 15 (U.S. Highway No. 17); thence on said east line, South 01 degree 39 minutes 55 seconds East, 150.00 feet to the south line of those lands described in Official Records Book 4231, page 960 of said public records and the point of beginning; thence continue on said east line, South 01 degrees 39 minutes 55 seconds East, 302.10 feet; thence South 89 degrees 43 minutes 46 seconds East, 60.25 feet; thence northeasterly, along the arc of a curve concave northwesterly and having a radius of 100.00 feet, an arc distance of 71.14 feet, said arc being subtended by a chord bearing and distance of North 69 degrees 53 minutes 28 seconds East, 69.65 feet; thence North 49 degrees 30 minutes 42 seconds East, 58.05 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 80.00 feet, an arc distance of 56.23 feet, said arc being subtended by a chord bearing and distance of North 69 degrees 45 minutes 21 seconds East, 55.36 feet; thence North 90 degrees 00 minutes 00 seconds East, 17.78 feet; thence North 01 degree 36 minutes 14 seconds West, 148.80 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 20.00 feet, an arc distance of 31.49 feet, said arc being subtended by a chord bearing and distance of North 43 degrees 29 minutes 48 seconds East, 28.33 feet; thence North 88 degrees 35 minutes 50 seconds East, 99.31 feet; thence North 01 degree 24 minutes 10 seconds West, 30.76 feet; thence North 33 degrees 23 minutes 07 seconds East, 23.66 feet; thence North 02 degrees 45 minutes 01 second West, 160.45 feet to said north line of Lot 40; thence on said north line, South 88 degrees 17 minutes 20 seconds West, 144.01 feet to the east line of said lands described in Official Records Book 4231, page 960; thence on said east line, South 01 degree 39 minutes 55 seconds East, 150.00 feet to the south line thereof; thence on said south line, South 88 degrees 17 minutes 20 seconds West, 228.00 feet to the point of beginning; being 2.19 acres, more or less, in area.

For: Loyal Order of Moose

Scale 1" = 40'

February 3, 2026

Note:
This map was prepared for descriptive purposes only and does not represent an actual survey.

Bearings shown hereon are based on the measured bearing of S 01°39'55" E for the east line of State Road No. 15.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Elland
License No. LS 2518

Elland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073
Telephone 904-272-1000

* AREA to Remain Commercial

Planning and Zoning Board

May 14, 2026 Meeting

Meeting Minutes for Application R-1-2026

Moosehaven (1701 Park Ave.)

their ongoing commitment to local outreach, including their traditional large-scale community events.

Mr. Johnston disclosed that he has been a member of the Moose for over 15 years. After a brief consultation with the Town Attorney regarding potential future benefits and the appearance of a conflict of interest, he chose to recuse himself from the vote to ensure total transparency and ethical compliance.

Mr. Johnston submitted Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, to the Town Clerk's office on May 18, 2026. The form has been incorporated into the minutes.

There were no audience comments, so the public hearing was closed.

Mr. Bement made a motion to recommend that the Town Council approve the small-scale land-use application CP-1-2026 per staff recommendation. Mr. Niles seconded the motion, which passed 4 to 0.

→ REZONING APPLICATION FROM CG TO RG-1 FOR 1701 PARK AVENUE (APPLICATION R-1-2026)

Mr. Hawkins requested disclosure of any ex-parte communications; there were none. The public hearing was opened.

The rezoning application R-1-2026 seeks to reclassify approximately 8.63 acres of the Moosehaven campus from Commercial General (CG) to Residential, General-1 (RG-1). This change was found to be consistent with the 2045 Comprehensive Plan and specifically aligns with goals to provide suitable locations for senior living and special residential facilities. Staff confirmed that the rezoning is compatible with the surrounding land uses—including the neighboring church and daycare and will not conflict with existing Town regulations.

There were no audience comments, so the public hearing was closed.

Mr. Bement moved to recommend that the Town Council approve the rezoning application R-1-2026 per staff recommendation. Mr. Niles seconded the motion, which passed 4 to 0.

REVIEW OF PUD REVISIONS

Mr. Tony Robbins conducted a thorough review with the board of the second draft of the Planned Unit Development (PUD) ordinance rewrites, which aims to establish more rigorous standards and transparency for future developments. Key updates include a mandatory 30% open space requirement for all PUDs and a 20-foot natural or landscaped buffer along the entire project perimeter. To ensure meaningful community involvement, the new language requires applicants to hold a public workshop and provide a concise statement explaining how the project benefits the Town, including a specific account of how public feedback was addressed.

Item No. 9.d

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Legislative

Item Title: Ordinance No. 11-26 (Second Reading, Public Hearing and Final Adoption): Authorization to Enter into an Intergovernmental Cooperative Agreement with Public Risk Management of Florida Health Trust **(J. Villanueva)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable:

Background Information: Ordinance No. 11-26 approves and authorizes the Intergovernmental Cooperative Agreement, Contract, and By-Laws with the Public Risk Management of Florida Health Trust (PRM-HT). This agreement allows the Town of Orange Park to participate in a cooperative consortium with other local governmental units to jointly self-insure and provide comprehensive employee health insurance and benefits.

Action Requested: Motion for a second reading, by title only, of Ordinance No. 11-26. The Clerk will read it into the record.

The Mayor will open and close the public hearing.

Following the public hearing, a motion for approval of Ordinance No. 11-26.

Information Attached:
Ordinance No. 11-26
Contract and By-laws

ORDINANCE NO.: 11-26

AN ORDINANCE APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT, A CONTRACT AND BY-LAWS ("AGREEMENT"), BETWEEN THE PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST ("THE TRUST") AND THE TOWN OF ORANGE PARK, FLORIDA ("TOWN"), FOR THE PROVISION OF TOWN EMPLOYEE HEALTH INSURANCE AND BENEFITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. **Intergovernmental Cooperative Agreement and By-Laws, a Contract and By-laws, between the Public Risk Management of Florida Health Trust and the Town of Orange Park, Florida (the "Town") is approved and authorized**. The Intergovernmental Cooperative Agreement, a Contract and By-Laws, between the Public Risk Management of Florida Health Trust and the Town of Orange Park, Florida (the "Town") for the provision of Town employee health insurance and benefits, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved and authorized.

Section 2. **Conflict**. If any portion of this ordinance is in conflict with any portion of any other ordinance, then the provisions of this ordinance shall govern.

Section 3. **Severability**. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. **Effective Date**. This ordinance shall become effective September 3, 2026.

Passed on first reading this 4th day of August, 2026.

Passed on second reading this 3rd day of September, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

Exhibit A

Intergovernmental Cooperative Agreement and By-Laws

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST



(PRM-HT)

AS AMENDED AND RESTATED THROUGH JUNE 16, 2023

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(A CONTRACT AND BY-LAWS FOR
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST)
(PRM-HT)

I N D E X

ARTICLE #	DESCRIPTION	PAGE #
Article 1	Name	1
Article 2	Definitions and Purpose	1
Article 3	Power and Duties	2
Article 4	Participation and Term	3
Article 5	Commencement of the Trust	4
Article 6	Board of Directors of the Trust	4
Article 7	Board of Directors Meetings	7
Article 8	Trust Officers	7
Article 9	Finances and Health Trust	9
Article 10	Excess Insurance	11
Article 11	Obligations of Members	11
Article 12	Liability of Board of Directors or Officers of the Trust	12
Article 13	Additional Insurance	13
Article 14	Coverage & Indemnity Dispute Resolution	13
Article 15	Contractual Obligation	13
Article 16	Expulsion or Termination of Members	14
Article 17	Termination of the Trust	14
Article 18	Constitutional Officers	15

ARTICLES OF ASSOCIATION

AND BY-LAWS

OF

PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST

(PRM-HT)

BE IT KNOWN THAT:

The below named local government unit or units of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of section 112.08, Florida Statutes, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name

1.1 Name. The name of this association shall be Public Risk Management of Florida Health Trust, referred to hereinafter as "the Trust".

Article 2 - Definitions and Purpose

2.1. Definitions: As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Trust from insurance companies or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Trust from an accumulation of losses in any policy year.

"Fiscal Year": The Fiscal Year of the Trust shall begin on October 1st and end on September 30th.

"Health Trust": A fund of public monies established by the Trust to jointly self-insure and self-fund health coverages and any other appropriate coverage lines approved by the Board of Directors.

"Members": The local governmental units, as defined by section 112.08, Florida Statutes, which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Premium Payments": The amount each Member must pay to fully fund the fixed costs of the full operation of the Trust including reinsurance, administrative and claims costs.

"Self-Funded": A program in which Members agree to fully fund the operations of the Health Trust.

"Specific Excess Insurance": Insurance purchased by the Trust from insurance companies approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Trust.

2.2. Purpose: The Trust is a cooperative consortium voluntarily established by Members as set forth in section 112.08, Florida Statutes, for the purpose of providing health coverage to its Members and their employees and to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Trust to create an entity, which will administer a Health Trust and utilize such funds to provide the benefits described herein, in accordance with this Intergovernmental Agreement. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Health Trust are funds directly derived from its Members who are local governmental units of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a joint self-insurance or self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Trust and the Members of this Trust intend to effect no waiver of sovereign immunities through their use of public funds retained within the Health Trust. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Trust to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non-Assessable: Public Risk Management of Florida Health Trust is a non-assessable Trust.

Article 3 - Power and Duties

3.1. Powers: The powers of the Trust to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Trust which are consistent with this Intergovernmental Agreement and in accordance with section 112.08, Florida Statutes, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Trust employees, Trust officers and service providers, and to ensure all benefits of applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary to carry out the purpose of the Trust.

3.1.4. To carry out educational and other programs relating to health benefits in managing the Members' Participants' health coverage.

3.1.5. To cause the creation of this Trust and see to the collection of funds for the continued administration of the Health Trust.

3.1.6. To purchase Aggregate Excess Insurance and Specific Excess Insurance to supplement the Health Trust without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To provide utilization review and other services to insure the delivery of appropriate health coverage.

3.1.8. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.9. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Trust.

3.1.10. To sue or be sued as a separate legal entity.

3.1.11. To expel or terminate Members in accordance with the requirements of these By-Laws for non-payment.

Article 4 - Participation and Term

4.1. Term: The initial term of the Trust was from 12:01 a.m. on October 1, 1989, to 12:01 a.m. September 30, 1991. After the initial two (2) year term of the Trust, the term was and shall automatically be renewed for additional terms of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Trust as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Intent to Withdraw: So long as the Trust shall continue in existence, any current or new Member joining the Trust shall remain a Member for an initial two years from the date coverage began. The amounts charged in establishing the rates for all of the Member's covered employees and dependents will be guaranteed for up to twelve (12) months of the new Member's initial term.

Any Member's withdrawal from the Trust must occur at the end of the Fiscal Year upon serving on the Trust at least forty-five (45) calendar days prior written notice of Intent to Withdraw. Such notice shall be in the form of an adopted resolution of the governing body of the Member accompanied by a letter to the Executive Director of the Trust, with intent to withdraw from the Trust.

4.3. Actual Withdrawal / Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) calendar days prior to the beginning of the Fiscal Year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, on or before ten (10) calendar days prior to the beginning of such Fiscal Year, a verification as to whether the Member intends to actually withdraw from the Trust at the end of the current Fiscal Year. Failure to serve such verification on or before ten (10) calendar days prior to the beginning of the Fiscal Year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Trust for the ensuing Fiscal Year. An action to expel a Member shall be taken by the Board of Directors prior to August 1 of the current Fiscal Year in the manner described in Article 16 hereafter. Upon a Member's withdrawal, the Trust shall be responsible for the payment of claims for covered services rendered to the Member's employees and dependents incurred during the time period prior to the withdrawal; however, the withdrawn Member shall be responsible for payment of reasonable administrative charges, as determined by the Board, through the period during which claims may be paid.

4.4. Admission of New Members: The Executive Director and Board of Directors shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Trust's Executive Director may grant or deny admission to proposed new Members.

Article 5 - Commencement of the Trust

5.1. Commencement Date: The Trust commenced operations on October 1, 1989.

Article 6 - Board of Directors of the Trust

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Trust. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Trust. Once such appointments are made known to the Trust, the persons appointed shall remain in office until the Trust receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chair and Vice Chair: The Board of Directors shall, commencing the 2003 Fiscal Year, select a Chair for a three-year term. The Board of Directors shall, for all subsequent years, bi-annually select a Chair to serve a two-year term. The term of office for the Chair shall

begin on the 1st day of a Fiscal Year and expire on the last day of a Fiscal Year. The Chair shall preside at all meetings of the Board. The Chair shall vote on all matters that come before the Board. The Chair shall have such other powers as may be given from time to time by action of the Board.

The Board of Directors shall, bi-annually select a Vice Chair during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chair shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year. The Vice Chair shall carry out all duties of the Chair of the Board during the absence or inability of the Chair to perform such duties and shall carry out such other functions as are assigned from time to time by the Chair or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Trust officers, agents, and independent contractors; (2) setting of compensation for all persons, firms and corporations employed by the Trust; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the acceptance of new Members and expulsion of Members, except that the approval may be delegated to the Executive Director under Article 4.4. above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Trust; (6) approval of the operational procedures developed by the Executive Director; (7) monitoring the financial condition of the Trust; and (8) termination of the Trust in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative of the Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chair and the Executive Director of the Trust shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5 Representatives: The Representative selected by the Member shall serve until a successor has been selected or the Member has withdrawn from the Trust. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within sixty (60) calendar days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Board and other Committees: The Board of Directors shall establish an Executive Board. That Executive Board shall consist of the Chair of the Board of Directors, the Vice Chair of the Board of Directors, the Treasurer and four (4) Representatives elected by the Board of Directors. The Executive Board shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Trust. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Board of Directors who shall serve on such committees and chair them shall reside with the Chair of the Board of Directors. The Chair of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Trust. The Board of Directors shall bi-annually select the four (4) Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the four (4) Representatives shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year. The Executive Board shall have the specific authority and power, as afforded herein by the Board of Directors, to grant binding approval for, and on behalf of, the Trust to bind any and all coverages for insurers, reinsurers, specific excess insurers, insurance underwriters, insurance wholesalers, insurance brokers and/or intermediaries, and with independent insurance contractors providing and/or affording both insurance and self-insurance coverages to the Trust Members. The Board of Directors shall grant to the Executive Board the authority to approve expenditures, authorize a settlement of claims and suits and take such other action as shall be specifically delegated to the Executive Board. The Executive Board may from time to time appoint interim replacements for any Executive Board member or Trust Officer who vacates their position on the Executive Board, who shall serve until the next scheduled election of such Executive Board member.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. The expulsion of a Member shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement to cause a reduction or elimination of the scope of loss protection as set out in Article 10 to be furnished by the self-insured Trust derived from payment from the members shall require that specific written notice of the proposed change be sent to the governing body of the Member and to the Representative and Alternate of the Member serving on the Board of Directors, no less than ten (10) calendar days prior to a meeting of the Executive Board at which this matter is proposed and the amendment as proposed or as amended must receive the approval of at least five (5) of the seven (7) of the then current Executive Board representing the Members of the Trust.

6.9.5 In the event of a reduction or elimination in the scope of loss protection as set forth in Article 10 of this Intergovernmental Agreement receives the approval of at least five (5) out of the seven (7) Representatives of the then-current Executive Board as set forth in section 6.9.4, any Member may request, within twenty (20) days of the Executive Board voting to approve such reduction or elimination in the scope of loss protections as set forth in Article 10 of this Intergovernmental Agreement, in writing to the Chair of the Board of Directors that the Executive Board, at a special meeting, take official action to affirm, modify or reverse a decision of the Executive Board affecting the reduction or elimination in the scope of loss protection as set forth in section 6.9.4. The Member shall be provided a full opportunity to explain their position to the Executive Board. The Executive Board, by majority vote, may affirm, modify, reverse or defer to the Board of Directors.

Any Member who disagrees with the Executive Board's final determination may request in writing, within twenty (20) days of the Executive Board's final determination, that the Board of Directors take action to affirm, modify or reverse the decision of the Executive Board. The Member shall be provided a full opportunity at a special, or regular, meeting to explain their position to the Board of Directors. The Board of Directors, by majority vote of the Members, may affirm, modify or reverse the final determination or decision of the Executive Board. Failure on the part of any Member to comply timely with the requirements for appealing the determination by the Executive Board to the Board of Directors within twenty (20) days thereof shall be deemed to be a waiver of any contractual, legal or other rights of appeal by, or on the part of, that Member.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Trust or from any person or entity providing services to the Trust.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: The Executive Board will establish regular meetings, which shall be held at least three (3) times a year. Regular meetings of the Board of Directors shall be held up to

four (4) times a year. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each Fiscal Year and the Executive Board will establish the tentative times, dates and locations of its regular meetings, and give timely and appropriate prior notices for said meetings to all members. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Board meetings to serve as an advisor and to report as the administrative officer of the Trust.

7.2. Special Meetings: Special meetings of the Board of Directors or the Executive Board may be called by its Chair, or by any three Representatives (or in their absence their Alternates). The Chair or in his/her absence, the Vice Chair, shall give ten (10) calendar days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chair of the Board of Directors, or in his/her absence, by the Vice Chair. Emergency meetings may be held with less than ten (10) calendar days written notice, if determined necessary by the Chair or Vice Chair as applicable, and if notice is provided to all Members and their representatives as early as is reasonably possible. The Executive Board shall have the authority to call such special meetings when: (1) a threatened or actual disaster or other emergency exists which requires the scheduling of a special meeting; (2) it is substantially certain that a quorum of voting members will not be present for a scheduled, or upcoming, regular meeting of either the Board of Directors or Executive Board, such that consideration should be given to cancelling or rescheduling said meeting, and/or; (3) the Executive Board is requested to authorize the renegotiation of existing excess, reinsurance and any and all other coverages which occur or take place at that time.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Trust Officers

8.1. Officers: Officers of the Trust shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Trust officers, with the exception of the Board Secretary, who is hired by and reports directly to the Executive Director, shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Trust and shall in general supervise and control the day to day operations of the Trust and shall carry out the policy and operational procedures of the Trust as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors or by the Executive Board, any instruments which the Board of

Directors have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and shall submit such proposals to the Executive Board and the Board of Directors.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Trust officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as the Executive Director shall be required to do so, he/she shall present a full report of his/her activities and the fiscal condition of the Trust.

8.2.4. The Executive Director shall report quarterly to all Members aggregate information on all claims paid.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.2.6. Audit: The Executive Director shall provide to the Members an annual audit of the financial affairs of the Trust to be made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles. The annual report shall be delivered to the representative of each Member entity.

8.3. Treasurer: The Treasurer shall:

8.3.1. Provide general financial oversight of the Trust; shall have the authority and shall perform the duties prescribed by the Board of Directors or the Executive Board or by direction of any Officer authorized by this Interlocal Agreement or the Board of Directors or Executive Board and shall be selected by the Board of Directors

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors.

8.4 Secretary: The Secretary shall issue notices of all Board meetings and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Trust. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a company, administrator or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive

Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Trust.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chair of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Health Trust

9.1. Budget: The Board of Directors shall approve a preliminary budget for the administration of the Trust. Copies of all preliminary and final budgets shall be provided to each Member of the Board of Directors. The Board of Directors shall adopt a final budget by August 1st.

9.2. Premium Payment Factors: In determining the amount of the Premium Payment due from each Member, some or all of the following factors may be considered:

9.2.1 Number of employees and the age, sex, and family or dependent coverage status of the employees who are expected to receive coverage through the Trust;

9.2.2 Past and prospective experience of the Member;

9.2.3 Geographic area of the Member, including the expected medical trend in that geographic area;

9.2.4. Administrative costs associated with providing coverage to the Member and its employees; and

9.2.5. Any other factor relevant in determining the expected costs of providing health coverages to the Member's employees;

9.2.6. Determination of Rates: New Members' rates will be determined on an experience rated basis using claims history, group demographics, and current plan designs and rates.

First year renewing Members will receive the average increase for the entire Trust.

9.2.7 Overall Trust Renewal: Rates will be calculated by determining the participating entities combined loss ratios, claims and fixed costs versus required premium.

Second year and subsequent renewing Members' rates will be determined by the Trust average, then each Member will be individually underwritten to develop the group's loss ratio. Should the group's individual loss ratio

be ten percent better than the total Trust average, a decrement will be applied to the final renewal calculation. Should the group's individual loss ratio be ten percent worse than the Trust average, an increment will be applied to the renewal. These increments and decrements may vary slightly year-to-year depending on the overall Trust's required premium.

9.3. Budget Amendments: Budgets may be amended at any time by majority vote of a quorum of the Board of Directors.

9.4. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Trust for Trust employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.5. Distribution of Surplus Upon Cessation of the Trust: If, in the event that the Trust ceases to exist or operate for any year during which the Trust was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted shall distribute surplus funds to the Members who constituted the membership of the Trust in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Trust in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Premium Payment for that year to the Premium Payments of all Members for such year.

Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Trust may purchase Specific Excess Insurance from underwriters of insurance and/or insurance companies, approved by the Board of Directors or Executive Board, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board and/or the Executive Board. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Trust may purchase Aggregate Excess Insurance from underwriters of insurance and/or insurance companies approved by the Board of Directors, or Executive Board or any committee appointed by the Board of Directors or the Executive Board for such purpose, in such amounts which shall be approved by the Board of Directors and/or the Executive Board. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Losses: The Health Trust (Loss Fund), the Specific Excess Insurance and Aggregate Excess Insurance shall provide payment for covered losses in any one Fiscal Year for members up to the limits approved by the Board of Directors. Should losses in any one Fiscal Year extinguish all available funds provided by the Trust, then the individual Member shall be responsible for all valid claims of its employees. The Trust shall make payments in the order in which the claims have been submitted and determined to be valid. In addition, pursuant to section 112.08(2)(b)7., Florida Statutes, each Member is responsible for payment of valid claims of its employees that are not paid within sixty (60) calendar days by the Trust. If the Board or

the administrator acting on the Board's behalf has determined that appropriate funds are available, the Member shall be reimbursed for the payment of such valid claims. Membership in the Trust shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Trust.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Trust shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Health Trust at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Trust reasonable access to all records including employee demographic information and financial records, which relate to the purpose or powers of the Trust.

11.1.4. To allow attorneys employed by the Trust to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any dispute or claim for medical services relating to the purpose or powers of the Trust.

11.1.5. To furnish full cooperation with the Trust attorneys, third party administrators, the Executive Director and any agent, employee, officer or independent contractor of the Trust relating to the purpose or powers of the Trust.

11.1.6. To follow in its operations all health education and procedures established by the Trust within its purpose or powers.

11.1.7. To be solely responsible for payment of all premium or contributions for group health benefits. Failure to remit contributions or premiums due in accordance with Article 9 or to provide required information shall be grounds for immediate termination of coverage and benefits by the Program or Providers.

11.1.8. To notify its employees of group health benefits being provided by the Program or Providers. Members shall be solely responsible for furnishing all data and information to Participants required by applicable state or federal law.

Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Trust.

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement, non-payment, or failed to comply with an underwriting requirement including misstatements regarding the number or family status of its employees, or the Member's health experience, the Executive Board has the authority to rescind, cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and may be given a reasonable time to take corrective measure prior to the Executive Board's action.

Article 12 - Liability of Board of Directors or Officers of the Trust

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Trust should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Trust funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Trust may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance Coverage

13.1. Member's Option to Purchase Additional Insurance: The Trust may make available to Members, optional group health benefits through one or more group health benefit plans offered by or through insurance, including self-insurance, as may be from time to time approved and endorsed by the Trust.

Article 14 - Coverage & Indemnity Dispute Resolution

14.1. After having reviewed a claim forwarded to the Trust, the Executive Director, officer, employee or independent contractor/administrator shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Trust.

14.2. Any Member may request in writing to the Chair of the Board of Directors, that the Board of Directors, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage provided by the Trust. The Member shall be provided a full opportunity to explain its position to the Board of Directors. The Board of Directors, by majority vote, may affirm, modify, reverse, or defer the matter, subject to any insurance or reinsurance contractual obligations. The decision of the Board will be final.

Article 15 - Contractual Obligation

15.1. Enforcement: This document shall constitute a binding contract among those public agencies which become Members of the Trust. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing

obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Trust.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Trust agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Trust to establish an organization to provide coverage only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

15.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 16 - Expulsion or Termination of Members

16.1. Notice: No Member may be expelled except after notice from the Trust of the alleged failure along with a reasonable opportunity of not less than thirty (30) calendar days to cure the alleged failure. The Member may request a hearing before the Executive Board before any decision is made as to whether the expulsion shall take place. The Executive Board shall set the date for a hearing which shall not be less than fifteen (15) calendar days after the expiration of the time to cure has passed.

A decision by the Executive Board to expel a Member after notice and hearing and a failure to cure the alleged failure shall be final. The Executive Board may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) calendar days after the vote expelling the Member has been made by the Executive Board. If the motion to expel the Member made by the Executive Board or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) calendar days after the date of the vote by the Executive Board expelling the Member.

16.2. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Trust. Such obligations may include, but not be limited to, premiums, loss fund payments, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors. The Trust shall not be responsible for payment of any Terminated Member's covered employees' or dependents' claims unless the Member has

satisfied all such obligations. Upon satisfaction of the obligations, the covered claims will be treated as if such Member has withdrawn pursuant to Article 4.3. and the Member shall be responsible for continued administrative payments as discussed in Article 4.3.

Article 17 - Termination of the Trust

17.1. Termination: If, at the conclusion of any term of the Trust, the Board of Directors votes to discontinue the existence of the Trust in accordance with Article 6.9.4., then the Trust shall cease its existence at the close of the then current Fiscal Year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Trust. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Trust. The Trust shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Trust, which accrued before the Trust's termination. The money used to pay such covered claims and expenses shall remain with the Trust until such claims are settled and expenses are paid.

17.2. Distribution of Surplus upon Termination of Trust: Any excess funds remaining in the Trust after satisfaction of all obligations or assessments shall be distributed to the Members. Each Member current with the Trust at termination shall receive a proportionate share of the excess based upon that Member's premiums paid to the Trust during the five-year period immediately preceding the termination compared to the total amount of premium paid during that five-year period by all Members current with the Trust at termination. The Trust may make only partial distributions to the remaining Members in order to assure that all obligations of the Trust are satisfied. Once all such obligations have been satisfied, the remaining funds shall be distributed in accordance with the above.

17.3. Deficit: Should the Trust discontinue operations in a deficit position, the participating Members at termination, will be assessed an amount equal to the group's percentage of total enrollment.

17.4. Post-Termination Responsibilities of Member: After termination of the Trust, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Trust for such years as they were Members of the Trust.

Article 18 – Constitutional Officers

18.1. Membership: Certain Constitutional Officers of the State of Florida may be located within the jurisdiction of a Member, and the Member may agree to include such Constitutional Officer's employees or retirees, their dependents, and others receiving continuation coverage, in the number of persons to be covered under the health coverage program discussed in these By-Laws and established by the PRM Health Trust. If such Constitutional Officer agrees to enroll in the coverage program, it must irrevocably agree in writing to be bound by all of PRM Health Trust's rules and regulations, as may be amended from time to time.

In witness whereof, this agreement has been executed by the Entity:_____.
The approval of the foregoing agreement was passed by the Entity: _____ on the _____ day of _____, 20___, and attached hereto, I do hereby execute and the _____ does hereby attest to my signature as evidence that the _____has approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida Health Trust, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 112.08, which commenced its term on October 1, 1989.

_____
Chair of Board, or Council

Print Name: _____

ATTEST:

This _____ day of _____, 20___.

_____
Chair, Public Risk Management
of Florida Health Trust

Item No. 9.e

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Legislative

Item Title: Resolution No. 21-26: Appointments to the Public Risk Management of Florida Health Trust Board of Directors **(J. Villanueva)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: Pursuant to Article 6 of the Public Risk Management of Florida Health Trust (PRM-HT) Intergovernmental Cooperative Agreement, formal Council action is required to appoint the Town's primary Representative and an Alternate Representative to the PRM-HT Board of Directors. Under the terms of the agreement, each member municipality receives one vote on the Board of Directors, which must be cast in person by the primary Representative, or by the Alternate in their absence. Proxy and absentee voting are strictly prohibited by the Trust By-Laws.

To be eligible for appointment, designees must be a current employee, appointed official, or elected official of the Town. Designees serve without compensation from the Trust and are required to adhere to State Ethics Commission guidelines regarding conflicts of interest. Once designated, appointees will continue to serve on the Board of Directors until the Town Council formally submits a written replacement, though Council retains the right to remove or replace its representatives at any time.

Resolution has been reviewed and approved by Attorney Hodges.

Action Requested: Staff recommends that Town Council nominate and select two qualified individuals to fill the roles of primary Representative and Alternate Representative.

Staff further recommends the adoption Resolution No. 21-26, approving these selections and authorizing staff to transmit certified written notice of the appointments to the PRM-HT Executive Director.

Information Attached:
Resolution No. 21-26

RESOLUTION NO. 21-26

A RESOLUTION BY THE TOWN OF ORANGE PARK DESIGNATING A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Orange Park (the "Town") participates as a Member of the Public Risk Management of Florida Health Trust ("PRM-HT") pursuant to Section 112.08, Florida Statutes; and

WHEREAS, Article 6, Section 6.1 of the Intergovernmental Cooperative Agreement and By-Laws of PRM-HT requires each Member's governing body to appoint in writing one (1) Representative and one (1) Alternate Representative to serve on the PRM-HT Board of Directors; and

WHEREAS, Section 6.1 requires that the Representative and Alternate Representative be an employee, an appointed official, or an elected official of the Town; and

WHEREAS, the Town Council desires to designate its Representative and Alternate Representative to carry out the duties and exercise the voting rights on behalf of the Town on the PRM-HT Board of Directors; now therefore,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK:

Section 1. Appointments Made. The following individuals are hereby appointed to represent the Town of Orange Park on the Board of Directors of the Public Risk Management of Florida Health Trust:

Representative: [Insert Name], [Insert Title/Position]

Alternate Representative: [Insert Name], [Insert Title/Position]

Section 2. Authorization. The Town Clerk or Town Manager is hereby authorized and directed to provide written notice and a certified copy of this Resolution to the Executive Director of the Public Risk Management of Florida Health Trust as required by the Trust By-Laws.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption and shall remain in effect until revoked or until written notice of successor appointments is provided to PRM-HT.

PASSED and ADOPTED this _____ day of _____, 2026.

MAYOR

ATTEST:

TOWN CLERK

FORM APPROVED:

TOWN ATTORNEY

Item No. 9.f

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Legislative

Item Title: MOU with Historical Society for Geocaching Adventure Lab at Magnolia Cemetery (**C. Russo**)

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: Zero monetary impact ($0.00). The Historical Society of Orange Park will administer and maintain the digital tour at no cost to the Town.

Background Information: At its July 22, 2026 meeting, the Magnolia Cemetery Board of Trustees reviewed a proposal from Julie Smithers of the Historical Society of Orange Park to establish a "Geocaching Adventure Lab" at Magnolia Cemetery. The project is a self-guided, smartphone-based historical walking tour featuring five historical gravesites. It relies entirely on digital GPS locations on a mobile app, requiring no physical containers, digging, ground disturbance, or physical attachments to headstones or cemetery structures. The Cemetery Board voted 5–0 to recommend approval.

At the August 4, 2026 Town Council meeting, the Council discussed the recommendation. The Town Attorney advised that an MOU between the Town and the Historical Society is needed, covering responsibilities and any liability considerations. Councilmembers raised questions about potential insurance requirements and whether the Town's existing coverage would suffice. Due to unresolved liability concerns, the Council chose to defer the item, and both the motion and second to authorize the Town Manager to enter into a memorandum of understanding (MOU) with the Historical Society of Orange Park for administering the geocaching Adventure Lab at Magnolia Cemetery were rescinded.

Following the meeting, staff reached out to the Town's insurance carrier to address the liability questions raised by Council. The insurance company confirmed that the Town maintains coverage for special events on Town property and does not require additional coverage to protect itself for this activity. With these insurance concerns resolved, staff and the Town Attorney have finalized the draft MOU to define operational responsibilities and protect the Town. The agreement establishes an initial one-year term with up to four additional one-year renewals (not to exceed five years total) at the Town's sole discretion.

Action Requested: Motion to approve the Memorandum of Understanding with the Historical Society of Orange Park for the Geocaching Adventure Lab at Magnolia Cemetery for an initial one-year term with up to four additional one-year renewals (not to exceed five total years), and to authorize the Mayor or Town Manager to execute the agreement and any subsequent renewals without further

Council action.

Information Attached:
HSOP Adventure Lab MOU

MEMORANDUM OF UNDERSTANDING / SERVICES AGREEMENT
(Magnolia Cemetery Geocaching Adventure Lab)

THIS AGREEMENT ("Agreement") is made as of the ___ day of __, 2026 ("Effective Date"), by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida (the "Town") and HISTORICAL SOCIETY OF ORANGE PARK, a Florida non-profit corporation (the "Historical Society"), (collectively, the "Parties" or individually "Party").

WHEREAS, the Historical Society desires to establish and maintain a self-guided, smartphone-based historical walking tour known as the "Geocaching Adventure Lab" featuring five (5) historical gravesites located within Magnolia Cemetery; and

WHEREAS, the proposed Adventure Lab utilizes digital GPS coordinates and virtual checkpoints on a mobile application, requiring no physical containers, digging, ground disturbance, or physical attachments to any cemetery structures or headstones; and

WHEREAS, the Town desires to permit access to Magnolia Cemetery property located at 1040 Kingsley Avenue, Orange Park, FL 32073 ("Property") for the operation of this digital educational tour; and

WHEREAS, the Parties desire to enter into this Agreement to establish operational responsibilities and ensure that the program is operated at no cost or liability to the Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Scope of Agreement. This Agreement applies exclusively to the creation, implementation, and ongoing digital management of the Geocaching Adventure Lab tour within Magnolia Cemetery.

3. Term; Maximum Monetary Indebtedness. This Agreement shall become effective on the Effective Date and shall remain in effect for an initial term of one (1) year. This Agreement may be renewed for up to four (4) additional one (1) year terms, for a total maximum term not to exceed five (5) years, at the sole discretion of the Town, provided both parties agree in writing prior to the expiration of the then-current term. Either Party may terminate this Agreement at any time upon thirty (30) days' written notice. The Town's maximum monetary indebtedness for this Agreement shall be Zero and 00/100 Dollars ($0.00). The Historical Society shall manage and operate the program at no cost to the Town.

4. Responsibilities of Parties.

4.1. Responsibilities of the Town:

i. Grant permission for app users to access public areas of Magnolia Cemetery during standard operating hours to complete the digital tour; and

ii. Optionally share digital promotional materials or links for the tour on Town communications channels as deemed appropriate by Town staff.

4.2. Responsibilities of the Historical Society:

i. Design, configure, launch, and digitally maintain the Geocaching Adventure Lab application and associated content at its sole expense; and

ii. Ensure the tour remains strictly digital, placing no physical objects, containers, signs, or hardware on cemetery grounds or structures; and

iii. Ensure tour content is respectful, historically accurate, and aligned with rules governing municipal cemetery grounds; and

iv. Manage and respond to any digital inquiries or user feedback regarding the Adventure Lab app.

5. Indemnification.

The Historical Society agrees to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any claims, damages, or liabilities arising from the actions of the Historical Society, its officers, agents, employees, or volunteers in connection with the creation, maintenance, or promotion of the Adventure Lab tour.

6. Required Affidavits. Contemporaneously with the execution of this Agreement, the Historical Society shall deliver to the Town an executed Human Trafficking Affidavit and Entities of Foreign Countries of Concern Affidavit in the forms attached hereto as **Exhibit A-1** and **Exhibit A-2.**

7. Miscellaneous Provisions.

(a) Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date such notice is deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To Town: Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073

Attention: Town Manager

Copy to: Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073
Attention: Town Attorney

Historical Society: Historical Society of Orange Park

_____

_____

Attention: President

(b) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings (including any prior draft documents of this Agreement) relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this Agreement.

(c) Venue; Applicable Law. The parties acknowledge, consent and agree that all legal actions or proceedings arising out of or related to this Agreement shall be initiated in a state or federal court in Clay County, Florida having competent jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

(d) Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other effect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties, and such invalid sections, parts, terms or provisions shall not be deemed to be a part of this Agreement.

(e) Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

(f) Assignment; amendment. This Agreement may not be assigned by either party without the prior written approval of the other party. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party.

(g) Execution and Signatory Authority. By execution of this Agreement, the Historical Society represents and warrants to the Town that it has the authority to enter into this Agreement. The

Historical Society shall provide the Town with copies of requisite documentation evidencing that the signatory for the Historical Society has the authority to enter into this Agreement, and all authorizations have been provided by the Historical Society governing board, as applicable, to bind the organization to this Agreement.

(h) Counterparts. This Agreement may be executed electronically and by counterpart signatures. The counterparts which when taken together shall be deemed to constitute one executed agreement.

(i) Independent Contractors. The parties are independent contractors.

(j) Survival. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.

(k) Exhibits. All Exhibits attached hereto are hereby fully incorporated herein by reference.

[The remainder of this page was left blank intentionally by the parties. Signature page to immediately follow this page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth above.

TOWN:

TOWN OF ORANGE PARK a municipality existing under the laws of the State of Florida

_____
Winnette Sandlin, Town Mayor

_____
Date

ATTEST:

_____
Courtney Russo, Town Clerk

_____
Date

HISTORICAL SOCIETY:

HISTORICAL SOCIETY OF ORANGE PARK

_____
Print Name:_____
Title:_____

Exhibit A-1

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a _____ _____ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 202__.

_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [_] physical presence or [____] online notarization, this ____ day of _____, 202__, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual [__] is personally known to me or [_] has produced _____ as identification.

_____

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

Exhibit A-2

Entities of Foreign Countries of Concern Affidavit
(Section 287.138, Florida Statutes)

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a _____ _____ (the "Entity").

3. The Entity is not owned by the government of a foreign country of concern.

4. The government of a foreign country of concern does not have a controlling interest in the Entity.

5. The Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.

6. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 202__.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 202__, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual [__] is personally known to me or [_] has produced _____ as identification.

_____
Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

Item No. 9.g

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Legislative

Item Title: Scheduling of an Alternate Date for the November 2026 Town Council Meeting **(C. Russo)**

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: The regular Town Council meeting for November is currently scheduled for Tuesday, November 3, 2026. However, November 3 is the date of the General Election, and the Council Chambers will be utilized by the Clay County Supervisor of Elections Office as an official polling location. Because the Chambers will be unavailable for Council business throughout election day and evening operations, staff recommends selecting an alternate date for the November meeting. Two possible options under consideration are Wednesday, November 4, 2026, or the following Tuesday, November 10, 2026.

Action Requested: Motion to reschedule the November 3, 2026 regular Town Council meeting to_____.

Information Attached:
None

Item No. 9.h

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	September 3, 2026
Submitting Department:	Finance

Item Title: Resolution No. 22-26: Forming the Audit Selection Committee **(J. Villanueva)**

Check one:

[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: Section 218.391 of the Florida Statutes requires the establishment of an audit committee to assist the Town Council in selecting an auditor to conduct the annual financial audit for the Town. This is for the audit of the Town ‘s financial statements for three consecutive fiscal years beginning with the fiscal year ending September 30, 2026. The Chairman of the Audit Selection Committee must be a Town Council member, and the other members of the committee cannot be employees of the Town. The minimum number of committee members must be three individuals.

Doug Benefield, C.P.A. would be the ideal Town Council member to be on the committee. Staff have also reached out to Mr. Chuck Smithers, C.P.A. and Ms. Melissa Harris. They both indicated they would serve on the committee if selected.

Action Requested: Motion to approve Resolution No. 22-26 appointing _____, _____, and _____to the Audit Selection Committee.

Information Attached:
Resolution No. 22-26 Audit Committee

RESOLUTION NO.: 22-26

A RESOLUTION OF THE TOWN COUNCIL OF ORANGE PARK ESTABLISHING AN AUDIT COMMITTEE; DIRECTING THE AUDIT COMMITTEE TO PROVIDE A LIST OF QUALIFIED FIRMS RANKED IN ORDER OF PREFERENCE TO THE TOWN COUNCIL FOR ITS REVIEW AND CONSIDERATION; PROVIDING FOR DISSOLUTION OF THE AUDIT COMMITTEE UPON COMPLETION OF ITS DUTIES; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 218.391 of the Florida Statutes (2026) requires each governing body of a municipality to "establish an audit committee" to "assist the governing body in selecting an auditor to conduct the annual financial audit required" under Florida law; now therefore,

BE IT RESOLVED by the Town Council of Orange Park:

Section 1. Composition of Audit Committee. The Audit Committee for the Town of Orange Park shall consist of_____.

Section 2. Direction to Audit Committee to Provide a List of Qualified Firms to the Town Council. The Audit Committee is hereby directed to provide a list of no fewer than three qualified firms ranked in order of preference to the Town Council of Orange Park.

Section 3. Dissolution of Audit Committee Upon Completion of Its Duties. Upon completion of the duties described in Section 2 of this Resolution, the Audit Committee shall be dissolved.

Section 4. Effective Date. This Resolution shall become effective upon adoption by the Town Council of Orange Park.

Passed on this 3rd day of September, 2026.

_____
Winnette Sandlin, MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY