



**Town of Orange Park
Town Council Meeting
Tuesday, May 5, 2026
7:00 PM
Agenda**

1. Call to Order & Roll Call
2. Invocation & Pledge of Allegiance- Councilman Benefield
3. Mayor Comments
4. Presentations
 - a. Proclamation for National Police Week and Peace Officers' Memorial Day
 - b. Proclamation for National Preservation Month
5. Audience Comments on Non-Agenda Items (*3 Minutes per Rule 3 of Council Standing Rules (CSR)*)
6. Consent Agenda
 - a. Approval of the Council Minutes of the Regular Meeting Dated April 21, 2026
7. New Business (*Public Comment on Agenda Items – 5 minutes per Rule 3 of CSR*)
 - a. Recommendations from the Culture & Recreation Committee Regarding the R.L. Hunter & Herbert Wilbert Signage at the T.C. Miller Center
 - b. Update on Interim Town Manager Recruitment
 - c. Approval of Contract with Colin Baenziger & Associates for Town Manager Executive Search Services
 - d. Approval and Adoption of the Updated Standing Rules of the Town Council
 - e. Approval of Memorandum of Understanding and Agreement Between the Town of Orange Park and the Florida State Lodge Fraternal Order of Police, Lodge #144
 - f. Approval of Change orders for Septic to Sewer Grant Project
 - g. Odyssey Manufacturing Sodium Bisulfite Conversion for Ash Street Wastewater Treatment Plant
8. Town Manager Reports
9. Attorney Reports
10. Councilmember Reports/Comments
11. Adjournment

Proclamation

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Orange Park Police Department; and

WHEREAS, since the first recorded death in 1786, more than 24,775 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 363 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 109 officers killed in 2025 and 254 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-16; and

WHEREAS, May 15 is designated as Peace Officers' Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, the Orange Park Town Council does hereby proclaim that May 11-16, 2026, will be observed as

National Police Week

in the Town of Orange Park and publicly salute the service of law enforcement officers in our community and in communities across the nation.

PASSED AND DULY ADOPTED in regular session this 5th day of May 2026.

Randy Anderson, Mayor

ATTEST:

Courtney Russo, Town Clerk

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, the Town of Orange Park has historic cultural resource sites which contribute to the unique character of Orange Park, including Winterbourne, Grace Episcopal Chapel, Historic Clarke House, at least three lodges at Moosehaven, Orange Park Elementary, Club Continental, and some residences; and

WHEREAS, historic preservation is relevant for communities across the nation, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people and as a Town; and

WHEREAS, “People Saving Places” is the theme for National Preservation Month 2026, sponsored by the National Trust for Historic Preservation, as a time for communities across the country to recognize the importance of their historic places.

NOW, THEREFORE, the Orange Park Town Council hereby acknowledges and celebrates May 2026 as

National Preservation Month

PASSED AND DULY ADOPTED in regular session this 5th day of May 2026.

Randy Anderson, Mayor

ATTEST:

Courtney Russo, Town Clerk



**Town of Orange Park
Town Council Meeting
Tuesday, April 21, 2026
7:00 P.M.
Minutes **DRAFT****

Mayor Randy Anderson 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 Winnette Sandlin, Councilman Kenneth Vogel, Councilman Glenn Taylor and Councilman Doug Benefield. Also in attendance were Town Manager Joe Taylor, Police Chief Randy Case, Finance Director John Villanueva, Public Works Director Kyle Croce, Fire Chief John Contestabile, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

The invocation was given by Mayor Anderson, followed by the Pledge of Allegiance.

MAYOR COMMENTS

The Mayor opened the comments by expressing appreciation for Town Clerk Courtney Russo, sharing a resident's commendation of her kindness and professionalism. Recognition was also given to Doug Benefield in celebration of his birthday. The Mayor reminded the public that a burn ban is currently in effect for the Town of Orange Park. Gratitude was extended to the Friends of TOP Parks, specifically Melissa and Earl, for their extensive volunteer efforts over the weekend to clean and maintain Clarke Park. Additionally, the Mayor highlighted an ongoing food drive to support local fire departments. Residents were encouraged to drop off donations at the designated pallets, which will be delivered to the fairgrounds to support crews currently managing fires south of the area.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Madison Hilt congratulated the recently re-elected officials and offered recommendations for the fire department food drive, noting from her professional experience that water and protein bars are the most essential items for crews. She then addressed ongoing issues with yard waste collection, reporting service delays of over three weeks and expressing dissatisfaction with the current 4x4x8 volume limit. She concluded by urging the Council to hold Waste Management accountable, arguing that the Town is receiving significantly less service despite recent rate increases.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED APRIL 7, 2026

MOTION:	Approval of the Council minutes of the regular meeting dated April 7, 2026.
RESULT:	PASSED
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

ORDINANCE NO. 05-26 (SECOND READING AND PUBLIC HEARING): APPROVING AND AUTHORIZING THE TOWN TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL

The Town Manager explained that this application provides access to SAHM monies, featuring a 50% reimbursement and 0% interest rate. Under the terms of the agreement, repayment would only begin once specific projects are completed. It was noted that a list of eligible projects has been compiled.

MOTION:	For a second reading, by title only, of Ordinance No. 05-26.
RESULT:	PASSED
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

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

AN ORDINANCE APPROVING AND AUTHORIZING THE TOWN OF ORANGE PARK, FLORIDA, TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL; ADOPTING FINDINGS; AUTHORIZING BORROWING OF FUNDS AND LOAN APPLICATION IN THE PRINCIPAL AMOUNT OF \$13,325,000.00; ESTABLISHING PLEDGED REVENUES FROM THE WATER AND SEWER FUND; AUTHORIZING EXECUTION OF LOAN DOCUMENTS; AUTHORIZING THE TOWN ATTORNEY TO PROVIDE A LEGAL OPINION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Anderson opened the public hearing. No one wished to speak, so the public hearing was closed.

Council members expressed strong support for this, highlighting the financial benefits of the 0% interest rate and 50% debt forgiveness. Mr. Croce clarified that the loan targets wastewater treatment and collection systems impacted by recent storms and aging infrastructure. Specific projects include upgrades to telemetry and SCADA systems across various lift stations, as well as repairs to mitigate stormwater infiltration. He noted that while these improvements align with the existing Capital Improvement Program (CIP), the funding allows for grouping projects to increase efficiency.

MOTION:	Approval of Ordinance No. 05-26.
RESULT:	PASSED
MOVED BY:	Sandlin
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

JOHNSON SLOUGH CULVERT AND ROADWAY IMPROVEMENT PROJECT UPDATE

Mr. Croce and Meri Beyer, from Jones Edmunds, presented a 90% design update on the Johnson Slough Culvert Roadway Improvement Project, emphasizing that a Guaranteed Maximum Price (GMP) is necessary by May 5th due to market volatility. The Council compared two options: a bridge construction (approx. \$14.4M) and a culvert construction (approx. \$12.9M), with staff recommending the bridge for its superior hydraulic capacity and 50-to-100-year service life. Discussion clarified that any design changes at this stage would require costly re-permitting and redesign fees. While some members expressed concern over the total cost, the Council consensus was to review the final GMP in May, noting that \$7 million in state grants has already been secured to offset the budget.

TREE REMOVAL AND PRUNING SERVICES CONTRACTS APPROVAL

The Town Manager presented a proposal to enter into service agreements with three vendors, Big Branch Tree Service, Eagerton Tree Service, and Tronco Land and Tree Service, following a competitive bidding process involving five firms. This multi-contractor approach is designed to provide the Town with operational flexibility, with Big Branch serving as the primary vendor for bulk work while the others offer secondary support and emergency capacity. During the discussion, Mr. Croce clarified that the Town follows Environmental Quality Board (EQB) requirements for the removal of historic live oaks, noting that Public Works secures necessary approvals before contracting for removal.

MOTION:	Approval of entering into agreements with Big Branch Tree Company, Eagerton Tree Service and Tronco's Land and Tree Service.
RESULT:	PASSED
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

LANDSCAPE MAINTENANCE CONTRACT AND TRANSITION

The Council discussed the landscape maintenance contract and a proposed transition to in-house operations. The Town Manager recommended a six-month contract extension with United Landscape Services through December 31, 2026, to allow for a transition period. The current contract costs approximately \$178,000 annually, partially offset by \$66,000 in FDOT funding. By

moving these services in-house, the Town aims to maximize staff efficiency and reduce costs, utilizing existing personnel supplemented by community volunteers for park maintenance. Mr. Croce confirmed that no additional staff would be hired, though the purchase of two new mowers, estimated at \$22,000, would be necessary.

Councilman Taylor moved to authorize the Town Manager to negotiate a six-month contract extension with United Landscape Services through December 31, 2026, and, contingent upon the passage of the November 2026 Property Tax reform, direct Public Works staff to transition all landscaping for Town Hall and designated medians to in-house operations effective January 1, 2027. Vice-Mayor Sandlin seconded the motion.

During the debate, Council members emphasized that the transition should be driven by long-term fiscal responsibility and service quality rather than potential property tax reforms.

Vice-Mayor Sandlin amended the motion to remove the language making the transition contingent upon the passage of the November 2026 property tax reform, ensuring the move to in-house operations remains a permanent strategy for the Town. Councilman Taylor seconded the motion.

MOTION:	To amend the motion by removing the language making the transition contingent upon the passage of the November 2026 property tax reform, ensuring the move to in-house operations remains a permanent strategy for the Town.
RESULT:	PASSED
MOVED BY:	Sandlin
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

The Council expressed confidence in Public Works' ability to maintain a high level of service for medians and town facilities.

MOTION:	Approval of the original motion, as amended, which includes extending the current contract through the end of the year and transition to in-house staff effective January 1, 2027.
RESULT:	PASSED
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

ANNOUNCEMENT OF RESIGNATION OF THE TOWN MANAGER

Town Manager Joe Taylor formally submitted his resignation, effective Thursday, May 28, 2026, citing family hardships and professional uncertainty caused by potential state-level legislative actions. Despite his relatively brief tenure, the Mayor and Council members expressed deep regret

over his departure, commending his professionalism and his success in unifying Town staff after a year-long vacancy in the position. Mr. Taylor committed to ensuring an orderly transition and offered to remain available to assist the Town even after his official departure date. In response to the vacancy, the Council reached a consensus to pursue both internal and external leads for an interim manager. While there is a strong preference for a department head to minimize training time and maintain stability for the staff, the Council also authorized a search through the Florida City and County Management Association (FCCMA) and welcomed interest from qualified local leaders in Clay County. The Town Manager will collect resumes and coordinate with the FCCMA to present a list of potential candidates for the Council's consideration at the May 5th meeting.

MOTION:	The Town Manager is directed to speak with department heads to determine if any internal staff members are interested and willing to serve in the role on an interim basis. Additionally, the Town Manager was instructed to contact the Florida City and County Management Association (FCCMA) to obtain a list of former city or town managers who are members of that organization and interested in the position. The motion also included a provision to allow any interested community leaders to apply for the interim role by reaching out to the Town Manager.
RESULT:	PASSED
MOVED BY:	Sandlin
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Simultaneously, the Town will initiate a search for a permanent successor through the firm Colin Baenziger & Associates (CB&A), which is honoring its warranty to repeat the search process for the cost of expenses only. This search is estimated to cost between \$8,000 and \$12,000 and is expected to reach the interview and selection phase by mid-August. To broaden the talent pool, the Mayor suggested revising the recruitment criteria to balance educational requirements with significant professional experience, a policy change the Council intends to finalize during their upcoming May sessions.

TOWN MANAGER REPORTS

The Town Manager commended several staff members for their exceptional performance during a busy operational period. He specifically praised Assistant Chief Monroe for his integrity and leadership while managing the department during Chief Case's absence, noting that operations remained seamless under his guidance. Public Works employee Michael Wheat was also recognized for his prompt and professional response to a late-night emergency on River Road, coordinating cleanup efforts effectively through the following day.

Additionally, the Town Manager highlighted the dedication of Finance Director John Villanueva and his staff, particularly Mark, for working through multiple weekends to prepare for the Town's current audit. He noted that the team is nearly caught up on their workload despite the significant

demands of the audit process. Finally, the Town Manager reiterated his gratitude to the Council for their understanding regarding his resignation and reaffirmed his commitment to supporting the Town during and after the upcoming transition.

TOWN ATTORNEY REPORTS

The Town Attorney reported on the conclusion of the recent legislative session, noting that out of nearly 1,900 bills filed, 234 successfully passed. Among these is a significant mandate requiring local governments to conduct a budget reduction exercise to implement strategies for a 10% budget reduction, effective January 1, 2027. Attorney Hodges emphasized that this requirement applies regardless of whether the proposed property tax reform passes. To ensure the Council is fully informed on this and other relevant legislation, a brief presentation—estimated to last between 10 and 20 minutes—will be scheduled for a future meeting to review the bills specifically impacting the Town.

COUNCILMEMBER REPORTS/COMMENTS

Mayor Anderson congratulated Vice-Mayor Sandlin and Councilman Benefield on their recent re-elections and expressed his appreciation for the Town's staff, noting that their dedication makes the Council's work significantly easier. Regarding preparations for the upcoming hurricane season, he proposed a neighborhood-by-neighborhood yard waste collection initiative to proactively clear debris. He requested that the Town Manager and Public Works Director explore the feasibility of a rotating schedule for this cleanup effort. He concluded the meeting by thanking residents for their attendance and acknowledging the difficult decisions facing the Council in the coming months.

Councilman Vogel focused on public safety and community engagement, during which he reiterated the importance of the current burn ban and praised the success of the recent Farmers Market. He emphasized the need for increased accountability regarding Waste Management service delays and expressed support for the Mayor's proposed neighborhood-by-neighborhood yard waste cleanup ahead of hurricane season. While expressing deep regret over the Town Manager's resignation, he reaffirmed his commitment to a transparent search for a successor who reflects the community's values. Finally, he thanked residents for their attendance and invited continued public feedback to ensure local government remains responsive to resident needs.

Vice-Mayor Sandlin extended birthday wishes to Councilman Benefield and congratulated him on his re-election. She thanked both in-person and online attendees for their engagement and expressed appreciation for the volunteers who maintained Clarke Park over the weekend. Echoing the Town Manager and Mayor, she commended the Town staff for their dedication and helpfulness. Finally, she announced upcoming committee meetings: the Culture and Recreation Committee on April 23 at 5:30 p.m., and the Policies and Procedures Committee on May 1 at noon.

Councilman Taylor congratulated Vice-Mayor Sandlin and Councilman Benefield on their re-elections and expressed his appreciation for the quality of life in Orange Park during the springtime. Addressing recent public comments, he noted that the reported limits on yard waste

collection should be reviewed to ensure they meet resident needs. He reflected on the upcoming departure of Town Manager Joe Taylor, noting that while he generally prefers stability, the change that the current manager brought also introduced valuable new ideas that the Council should aim to replicate in his successor. Finally, he requested that the community keep the hundreds of firefighters and National Guard personnel in their prayers as they continue to battle the significant fires south of the Town.

Councilman Benefield expressed his appreciation for Town Manager Joe Taylor, noting that his tenure brought the fresh ideas the Council sought during the interview process. He also commended the Town's public works, police, and fire departments for their exemplary interactions throughout the week and described the Town staff as "the best". Reflecting on a personal note, he mentioned a busy few weeks involving his re-election, his child's birthday, and his own birthday coinciding with the meeting date. He thanked the residents in attendance, emphasizing that their participation matters and reaffirming his deep commitment to the Town of Orange Park as a premier place to live.

ADJOURNMENT

Mayor Anderson adjourned the meeting at 8:28 p.m.



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Legislative

Item Title: Recommendations from the Culture & Recreation Committee Regarding the R.L. Hunter & Herbert Wilbert Signage at the T.C. Miller Center

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: Unknown at this stage.

Cost will depend on fabrication of new signage and any additional historical/interpretive elements.

Background Information: At its April 22, 2026 meeting, the Culture and Recreation Committee discussed two major agenda items:

1. R.L. Hunter and Herbert Wilbert Sign at the T.C. Miller Center

Town Manager Joe Taylor presented historical background regarding the removal of the Hunter/Wilbert sign following a 2015 facility name change. Significant community feedback was received expressing the importance of recognizing the legacies of Coach Herbert Wilbert and Deacon R.L. Hunter, both of whom contributed substantially to youth development, athletics, mentorship, and racial integration in Orange Park.

A large number of residents, former students, community leaders, and family members spoke in support of restoring the sign. Community comments emphasized the need to preserve local Black history and provide historical context for future generations.

After discussion, the Committee approved two motions:

-Recommendation to Council to create a new sign including historical context for both honorees and to designate the proper location for installation.

-Recommendation to Council to temporarily reinstall the original sign (currently with resident Ron Flowers) until the new sign is completed, after which the original would be returned to the family.

2. Review of Premises Use Agreements (FY 2026-27)

The Committee conducted a preliminary review of current premises use agreements and discussed the need to:

-Standardize requirements such as insurance and documentation

-Review rental rates, especially where the Town provides maintenance



- Consider generally limiting agreements to one-year terms while retaining termination flexibility
- Research how other municipalities structure comparable agreements

Staff will conduct regional research and present recommendations at the next committee meeting.

Action Requested: Council consideration and direction on the Committee's recommendation to:
Approve creation of a new, historically contextualized sign honoring R.L. Hunter and Herbert Wilbert.
Approve temporary reinstallation of the original sign until the new sign is completed.

Information Attached:

[Draft 4/22/26 Culture and Recreation Committee Meeting Minutes](#)

[Community Correspondence](#)





Town of Orange Park
Culture & Recreation Committee Meeting
Wednesday, April 22, 2026
5:30 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Vice-Mayor Winnette Sandlin, Chair of the Culture and Recreation Committee. Committee members in attendance were Mayor Randy Anderson, Ms. Carrie Kissinger and Ms. Melissa Harris. Others in attendance included: Town Manager Joe Taylor, Events & Recreation Coordinator Emily Dockery, and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES FROM THE JANUARY 29, 2026 COMMITTEE MEETING

Ms. Harris moved for approval of the minutes from the January 29, 2026 committee meeting. Ms. Kissinger seconded the motion, which passed 4 to 0.

3. R.L. HUNTER AND HERBERT WILBERT SIGN AT THE T.C. MILLER CENTER

Town Manager Joe Taylor provided historical background regarding the sign recognizing R.L. Hunter and Coach Herbert Wilbert, previously installed at the T.C. Miller Center and Park. The committee had earlier directed staff to research whether prior Town Council action required removal, and staff determined the park was renamed in 2015. Based on this, the sign had been removed.

Following community outreach, staff learned about the significant legacy of both honorees. The community requested restoration of the sign, and Council referred the matter back to the committee for proper process. A biographical video tribute created by Coach Wilbert's daughter, Ms. Jacqueline Dupree, was played for the committee and audience.

Committee members discussed the extraordinary historic legacy of both men and the depth of their service to the youth and community of Orange Park, the need not only to restore the sign but to expand recognition through informational panels or historical context for future generations, the importance of ensuring the families of both honorees are closely involved in developing any new signage or interpretive materials and the need to correct the confusion that occurred when the sign was removed based solely on archival documents without access to lived community history.

Resident Ron Flowers was invited up to speak and provide some background on the individuals.

Mr. Flowers shared personal memories of Coach Wilbert and affirmed his significant contributions to Orange Park athletics, integration-era leadership, and mentorship of local youth.

The committee also discussed the rich local Black history surfacing through recent community engagement and the work of the Historical Society.

A large number of community members spoke passionately in support of restoring the sign and recognizing both honorees. Many recounted firsthand experiences of:

- The mentorship, leadership, and moral character of Coach Herbert Wilbert
- The community activism, guidance, and protection provided by Deacon R.L. Hunter
- The historic significance of their work during periods of racial tension in Orange Park
- The importance of preserving Black history locally and the consequences of erasing historical markers
- The deep community hurt caused by the sign's removal and a desire for restoration and healing

Speakers included former students, athletes, community leaders, family members, and long-term residents. Their comments emphasized unity, legacy, and the educational value of preserving cultural history.

Concerns were also raised regarding the location of the sign, the role of the T.C. Miller Center, and the value of historical storytelling through plaques, murals, or interpretive displays.

Ms. Kissinger moved to recommend to Town Council that a new sign honoring R.L. Hunter and Herbert Wilbert be created with historical context included, and that the Council designate the appropriate location for installation. Ms. Harris seconded the motion, which passed 4 to 0.

Ms. Kissinger moved to recommend to Town Council that the original sign, currently in possession of Mr. Flowers, be reinstalled temporarily until the new sign is fabricated and installed, after which the original shall be returned to the family.

Town staff confirmed all motions will be forwarded to Town Council, anticipated for consideration at the May 5, 2026 meeting.

4. REVIEW CURRENT PREMISES USE AGREEMENTS FOR FY 2026-27 AND PREMISES USE AGREEMENT POLICY

The committee reviewed current premises use agreements and discussed the need for Standardized requirements for all licensees (insurance, documentation, deadlines), Reconsideration of rental rates, especially where the Town is covering maintenance, Potential limitation to one-year terms, unless otherwise justified, while maintaining termination flexibility, and research into how similar municipalities structure their agreements and fees.

Town Attorney Hodges clarified distinctions between leases and license agreements and noted the Town retains broad authority to terminate licenses at any time. Committee members discussed fairness, community partnerships, and the need for clearer policies. Staff will research regional comparisons and return recommendations at the next meeting.

5. STAFF UPDATES

There were no comments at this time.

6. COMMITTEE COMMENTS

The committee revisited earlier discussions about potential community activities for the nation's 250th anniversary. Staff explained logistical and budgetary challenges for a parade but is exploring lower-cost options such as neighborhood home-decorating contests, flag and patriotic décor initiatives, partnership with county events, social media-driven community participation campaigns.

Staff will continue developing concepts.

Committee members expressed appreciation for the large community turnout and reiterated the importance of historical preservation and equitable policies.

7. AUDIENCE COMMENTS

Numerous audience members raised additional concerns or perspectives unrelated directly to the agenda items, including:

- Suggestions for murals or visible historical markers at the T.C. Miller site
- Broader concerns about representation of Black history
- Comments and questions regarding previous grant expenditures and facility improvements
- Requests for transparency in future public facility use agreements
- Expressions of frustration, emotion, and calls for unity
- A reminder about the importance of accessible and audible public meetings

8. ADJOURNMENT

Vice-Mayor Sandlin adjourned the meeting at 7:37 p.m.

Herbert's Life Journey

Herbert Wilbert was born on June 17, 1936, to Bertha and Joseph Wilbert, as one of twelve children. Raised in the Fairfield neighborhood of Jacksonville, Florida, Herbert and his siblings—Christine, Lorenzo, Gloria, Wesley, Marion, Joanne, Sammie, Dianne, Emma Jean, Calvin, and Bert—were affectionately known as "the twelve disciples."

Herbert attended Oakland Elementary, where he joined the school's flag football team. It was here that he met two influential figures, Coach Jimmy Thompson and Earl Kitchings, who made a positive impact on his life and helped shape his character. Herbert continued his education at Matthew W. Gilbert High School, now known as Matthew W. Gilbert Middle School, where he excelled in football, playing the guard position. He made the first-string varsity team as a freshman at the high school, leading his team to a memorable victory over Stanton Senior High School at the Jacksonville Gator Bowl (now Everbank Stadium).

After graduating from Gilbert High School in 1954, Herbert attended Florida Memorial College (FMC) in St. Augustine, Florida on a football scholarship offered by Coach Nathaniel Washington. As a freshman, he was elected team captain and was part of the 1955 Southeastern Athletic Conference (SEAC) Championship team, defeating Florida A&M University. He graduated from FMC with a bachelor's degree in Physical Education and Health and went on to earn a master's degree later in life. During his time at Florida Memorial, Herbert was also inducted into Kappa Alpha Psi Fraternity, Inc., a proud milestone that marked his lifelong commitment to the fraternity's principles of achievement, service, self-respect, and brotherhood.

Herbert moved to Orange Park, Florida after he met and married Emily Carpenter Smith (divorced, deceased). Herbert and Emily were blessed with two children, Jacquelyn and Herbert Jr.; Herbert Jr. sadly passed away at birth. Herbert also played a pivotal role in the lives of Emily's daughters Beverly and Debra. While in Orange Park, Herbert also served as a member of the Masonic Park Lodge #90 AF & AM.

Although he initially worked in the auto parts industry and construction, his heart was always in sports. Herbert served as a softball and baseball umpire, football referee, and took on his first coaching position with the Orange Park Athletic Association (OPAA). His success with OPAA eventually led to a coaching position at Orange Park High School (OPHS). During his time at Orange Park High School, Coach Wilbert formed special lifetime bonds with fellow coaches and school administrators including Terry Knowles, Ken Taylor, Sam Ward, Danny Finley and many others.

In the early 1970s, Coach Wilbert was celebrated for his leadership during the 1973-74 season, earning recognition in the book, "Community Leaders and Noteworthy Americans", published by the American Biographical Institute.

Unknown to many, Coach Wilbert was also an accomplished swimmer and held a water safety license. He displayed true courage when he rescued two men after their boat capsized. The Red Cross National Aquatic School in Ocala, FL awarded him with the Robert G. Zubrod Award for his heroic actions.

Coach Wilbert later remarried and was preceded in death by his wife Mercedes. Much later in life, Coach Wilbert and longtime partner Karen Budgett (deceased) raised and nurtured five children together, including their daughter Hermeecker, along with Karen's children Jerald, Anthony (TJ), Litisha, and Daryl.

Throughout his life, Coach Wilbert dedicated himself to serving the youth of Orange Park, mentoring countless students who thrived on and off the field. Known for his passionate coaching, he received numerous accolades, including trophies, plaques, and certificates.

Led by Ronnie Flowers, in 2005, the Town of Orange Park expanded the T.C. Miller Community Center by adding an adjoining park, naming it the Herbert Wilbert and R.L. Hunter Park, in honor of Coach Wilbert's contributions and dedication to youth sports in the Orange Park Community.

As an educator and the first Black football coach at Orange Park High, he faced and overcame racial challenges, advocating for equality and human rights, opening doors for future generations. In 2003, Coach Wilbert was inducted into the Orange Park "Raiders" Hall of Fame for his outstanding contributions to football, basketball, weightlifting, and track and field.

16 years later, in 2019, Coach Wilbert was presented with a plaque and inducted in the African American Coaches Hall of Fame by the African American Coaches, Games Officials and Athletic Association, Inc. in appreciation for his "dedicated service as a coach for the Jacksonville Community and surrounding areas."

In 2022, former football stars from Orange Park High School and coaches for the OPAA, led by the driving force of the Edward & Annie Lee Keyes Foundation for Life, presented Coach Wilbert with the Pioneer Award as the first African-American football coach in the Town of Orange Park after integration. The honor was awarded in grateful appreciation for Coach Wilbert's "outstanding determination, bravery, grit, knowledge, and dedicated service" to the people in his community.

Also honored by the Clay County School Board and Town of Orange Park, Coach Wilbert's nearly 50 years of service leaves an enduring legacy of excellence, resilience, and commitment to youth and equality.

We were blessed to have had Herbert for 88 years as he courageously battled many health and medical issues.

Herbert is survived by his daughters Jacquelyn W. Dupree and Hermeecker Wilbert; bonus daughters Beverly (Robert) Gibbs, Debra (Jarrett) Masline, and Litisha Taylor; bonus son Daryl Taylor; chosen son Sherman Smith; granddaughters LaToya, Lashaunda, and Lameitra; grandson Dayvon Jr.; bonus grandchildren Shawn, Angela, Monica, and Daryl Jr.; great-grandchildren Gavin, Brayden, and Layla; siblings Christine Hannon, Dianne Thomas, and Bertram Wilbert. He also leaves a host of bonus great-grandchildren, nieces, nephews, football family and other loving relatives and friends.

To the City Council and Community Leaders,

RE: Culture & Recreation Committee Meeting

I am writing to formally advocate for the continued recognition and preservation of the African American legacy within our city. History is not merely a collection of dates, but a tapestry of the individuals who dedicated their lives to building the character of our youth and the strength of our community.

Specifically, I wish to highlight the monumental contributions of my uncle, **Herbert Wilbert**, whose life's work serves as a cornerstone of our local history. With the instrumental support of Mayor Hoyt Cotney, my uncle became the first Black head football coach at Orange Park High School. In doing so, he broke barriers that paved the way for inclusivity in our athletic programs; however, his influence extended far beyond the sidelines.

A Legacy of Mentorship and Excellence

- **Athletic Excellence:** Under his leadership, Coach Wilbert didn't just produce athletes; he cultivated professionals. Notable players such as **Adrian White** and **Gonzalo "Pookie" Floyd** achieved the highest level of success, transitioning from our local fields to distinguished careers in the **NFL**.
- **Community Presence:** As a vital part of the **Orange Park Athletic Association (OPAA)**, he was a fixture of fairness and discipline as an umpire and mentor. He helped transform the athletic compound into a safe haven where children learned the values of teamwork, resilience, and integrity. His mentorship has spanned generations, reaching far beyond those who worked directly under him.

The "Village" Foundation

For many of us, my uncle was the heartbeat of the "village" that raised us. His impact is not found solely in record books, but in the lives of the men and women he molded into leaders. He provided guidance, discipline, and stability that served as the foundation for many, including **Edward Keyes, Arthur White, Ronnie Flowers, Theodore Kelly, Dot Jackson**, and myself.

These individuals—and so many others—are living proof of his dedication. Whether they were on his football roster or under his watchful eye at the athletic compound, he held them to a standard of excellence that they carried into their adulthood. To erase his story is to ignore the roots of the citizens who have contributed so much to the fabric of our city.

Joseph Taylor

From: Regina Owens <genie_1121@yahoo.com>
Sent: Monday, April 20, 2026 9:12 AM
To: Joseph Taylor
Subject: Letter of Support for Coach Herbert Wilbert

Originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and the content.

To: Orange Park City Manager and Committee

More than two decades ago, the TC Miller Community Center expanded its facilities to honor Coach Herbert Wilbert and community leader R.L. Hunter—two individuals whose dedication and service helped shape the identity of Orange Park. Their names were placed on the park with intention and respect, recognizing the powerful legacy they left behind.

Recently, the signage bearing their names was removed without any explanation to the community. I am writing to strongly request that the recognition of Coach Herbert Wilbert be preserved and reinstated. His influence on this town is far too meaningful to be dismissed or forgotten.

Coach Wilbert touched the lives of countless young people. He was not only a coach—he was a guide, a motivator, and a source of strength during a period marked by racial tension and inequality. His leadership elevated Orange Park, both through his championship accomplishments and through the character he built in those he coached. Many of his former athletes went on to become successful professional teachers, ministers, attorneys, doctors, and leaders in their own right—because he instilled discipline, confidence, and a commitment to excellence.

To remove the signage that honors him is to erase a vital part of our community's story. Decisions like this do more than take down a name—they unravel the roots of a community that has contributed greatly to the growth and spirit of Orange Park. Allowing this removal to stand would diminish the history of those who paved the way and weaken the fabric of a town shaped by their sacrifices and achievements.

I respectfully urge the City of Orange Park to restore the signage and to consider establishing an annual recognition in honor of Coach Wilbert. His legacy deserves to be upheld, not quietly removed.

Thank you for your time and for your commitment to preserving the heritage of our community.

Sincerely,

Regina Owens

[Sent from Yahoo Mail for iPhone](#)

Joseph Taylor

From: D.D. Bonner <nycd2b@yahoo.com>
Sent: Tuesday, April 21, 2026 7:33 PM
To: Joseph Taylor
Cc: jackie1103.jd@gmail.com
Subject: Support Letter - Returning the name back to Coach Herbert Wilbert and R.L Hunter Park

Generated from outside of the organization. Do not click links or open attachments unless you recognize the sender and the content.

Greetings,

I am writing to formally request the continual preservation and public recognition of Coach Herbert Wilbert, whose contributions to this community are too significant to be erased or overlooked.

It is my understanding that the TC Miller Community Center expanded its facility to honor Coach Herbert Wilbert and community leader R.L. Hunter, preserving their legacies and the profound impact they had on the people of Orange Park. These names were chosen with intention, respect, and deep community pride; unfortunately, without notice or warning, the park signage bearing their names have been removed without explanation.

To understand why Coach Wilbert's legacy should be remembered, here are some of points of interests that will serve to educate some and remind others of his contributions to the Orange Park community, which led to the initial decision for the park to bear his name. Coach Wilbert was a teacher, coach, and mentor. He was a stabilizing force and a visionary leader during a time of heightened racial inequality. Despite the social challenges during the Civil Rights era, he was still able to lead young men to multiple sport championship wins; which put Orange Park on the map nationally. However Coach Wilbert's truest legacy lives in the countless lives he shaped and molded with day-to-day life lessons. Coach Wilbert inspired and uplifted people of **ALL** backgrounds. Under his leadership, this small community produced so many successful individuals that rose to high levels in local, state and federal government throughout this country, high ranking officials in military careers, and successful entrepreneurs. Coach Wilbert fostered positive mindsets and good behavior that made the lives he touched productive, responsible, and reliable citizens.

Coach Wilbert had a unique personality that many were drawn to and many considered him a great motivator. A very firm but fair person, he demanded excellence on and off the field which pushed individuals to do their best work; resulting in numerous people during his lifetime crediting their personal successes to the values he taught and the example he set. Coach Wilbert's influence continues to ripple through generations.

The City of Orange Park has already demonstrated its ability to name local individuals to acknowledge their contributions to the community and the remembrance of their lives. William Clarke (Clarke House Park) served as a key figure to develop the city and Sommer Thompson (Sommer's Sunshine Park) named after a young girl who was tragically kidnapped and murdered. A park was created to honor her memory. The lives that Coach Herbert Wilbert touched throughout his entire life impacted the Orange Park community and brought a level of pride and accomplishment that only he was able to provide...his legacy needs to be honored and remembered, which is why the park was initially named after him.

I respectfully urge the City of Orange Park to restore the park signage honoring Coach Herbert Wilbert and to consider establishing an annual recognition or community event in his name. A man who dedicated his life to the people of Orange Park deserves nothing less than continued acknowledgment and gratitude.

Thank you for your attention to this matter and for your commitment to preserving the history and integrity of the Orange Park community.

Sincerely,

Darren Dante' Bonner



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Legislative

Item Title: Update on Interim Town Manager Recruitment

Check one:☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: Costs associated with an interim appointment will be determined based on the final selection and negotiated contract terms.

Background Information: Following the resignation of Town Manager Joe Taylor, effective May 28, 2026, the Council directed a search for an interim successor to maintain stability for the staff. This outreach includes polling department heads for internal interest, coordinating with the Florida City and County Management Association (FCCMA), and accepting inquiries from qualified local leaders. At this time, the Town has received interest from one internal candidate, former Police Chief Gary Goble. Additionally, Linda Connors, a candidate from the previous Town Manager search, has submitted her resume for consideration. Should more interested parties come forward before the May 5th meeting, the Council will be updated accordingly.

Action Requested: Discussion and direction regarding the appointment of an Interim Town Manager.

Information Attached:

[Linda Connors Resume-Letter of Interest.pdf](#)

[Gary Goble Resume-Letter of Interest](#)

[Chaleak Jones Resume-Letter of Interest](#)



Linda Connors · [REDACTED]

clconnors95@comcast.net

Objective

Experienced municipal executive with over 25 years of progressive leadership in urban planning, development services, and local government administration. Proven track record of managing multi-million-dollar budgets, leading organizational change, securing external funding, and enhancing community services. Seeking to contribute strategic vision and operational expertise as Town Manager.

Education

Master of Science, Urban and Regional
Planning Florida State University, 1991

Bachelor of Arts, University of Florida, 1989

Professional Experience

Town of Lauderdale-By-The-Sea, Florida (population 6,500/10,000+ in-season with an all-funds budget of \$30.47 million)

Town Manager | *2021 – Present*

- Oversaw all municipal operations, budgeting, and personnel management for an oceanfront town with high resident expectations.
- Negotiated and implemented a new interlocal agreement to replace volunteer fire services with professional coverage, enhancing public safety.
- Led the modernization of the Town's employee pay plan to remain competitive in the public sector market.
- Managed ARPA-funded downtown enhancement project, improving aesthetics and infrastructure.
- Launched a transparent and resident-friendly budget process.

- Introduced a micro-transit shuttle, increasing monthly ridership from 800 to over 9,000.
- Secured direct state appropriation for a major drainage improvement project, mitigating flooding.
- Created a weekly e-newsletter to improve public communication and a separate Commission recap to increase civic transparency.
- Initiated redevelopment of neighborhood parks and launched a strategic planning process to guide future investment.
- Improved public records response times and customer service.
- Reformed financial strategy by increasing interest income and launching an investment program that generated \$500,000+ annually.

Town of Lauderdale-By-The-Sea, Florida

Development Services Director / Assistant Director / Town Planner | 2011 – 2021

- Rewrote the Town's Land Development Regulations to reduce conflicts and support high-quality redevelopment.
- Transitioned to a new building department contractor, improving service quality and turnaround time.
- Designed and implemented neighborhood and business grant programs to spur reinvestment.
- Created design guidelines to preserve the Town's unique mid-century modern architectural heritage.

Private Consultant | 2002 – 2011

- Represented clients in development applications and permitting across multiple South Florida jurisdictions.
- Administered federal Neighborhood Stabilization Program (NSP) housing grant, ensuring compliance and delivery.

City of Lighthouse Point, Florida (population 10,500)

Development Services Director | 1999 – 2002

- Directed planning, building, and code enforcement services, ensuring regulatory compliance and responsive service.

City of West Palm Beach, Florida (population 124,000)

Senior Historic Preservation Planner / Assistant to the City Administrator | 1995 – 1999

- Led historic preservation initiatives and redevelopment planning for CityPlace, a transformative mixed-use project.
- Helped secure the “All-America City” designation for community engagement and innovation.
- Wrote successful HOPE VI housing grant and created a neighborhood grants program to support revitalization.

City of St. Petersburg, Florida (population 263,500)

Neighborhood Planner / Historic Preservation Planner | 1992 – 1995

- Managed planning initiatives in historic Roser Park and authored the preservation element of the City's comprehensive plan.
- Secured federal grant funding to develop a management plan for a historic cemetery.

Professional Affiliations

- Member, International City/County Management Association (ICMA)
- Member, County City Managers Association

Courtney Russo

From: Joseph Taylor
Sent: Thursday, April 30, 2026 8:18 AM
To: Courtney Russo
Subject: FW: Interim Town Manager
Attachments: Linda Connors Resume.pdf



Joe Taylor, MPA

Town Manager

Phone 904.278.3011

Web www.townoforange.com

2042 Park Avenue, Orange Park, FL 32073



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From: Linda Connors <lconnors95@comcast.net>
Sent: Thursday, April 30, 2026 8:17 AM
To: Joseph Taylor <JTaylor@townop.com>; colin@cb-asso.com
Subject: Interim Town Manager

Originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and the content.

Good morning,

Please find my resume attached for your consideration for the Interim Town Manager position. I would welcome the opportunity to discuss how my experience can support the Town during this transition.

As previously noted, I am planning to relocate to North Florida to be closer to family and would value the opportunity to serve in this interim role. I am available to begin in mid-May, if selected.

Thank you for your time and consideration.

Sincerely,

Gary A. Goble

With over 35 years of distinguished experience in law enforcement, Gary has developed a comprehensive understanding of the field, particularly in his 12-year tenure as Chief of Police, where he oversaw a full-service department. His expertise encompasses investigations, emergency response, budget management, public relations, and policy development.

Gary's extensive experience and strong leadership skills make him an invaluable asset to his clients. He is a firm believer in the importance of teamwork and collaboration, recognizing that effective communication and cooperation are essential for success in any organization.

Relevant Professional Experience

Orange Park Police Department

Accreditation Coordinator

4/2026 - Present

- **Manage Accreditation Processes:** Coordinate and oversee all aspects of accreditation and re-accreditation, including preparing documentation, scheduling site visits, and facilitating self-study reports for review by internal and external stakeholders [i](#)
- **Compliance Monitoring:** Evaluate institutional documentation for adherence to accrediting body standards, provide guidance to staff and volunteers, and monitor changes in accreditation requirements to maintain ongoing compliance
- **Administrative Support:** Prepare reports, draft correspondence such as Commission Action Letters, maintain records, and serve as a liaison to internal committees and accrediting agencies
- **Training and Guidance:** Educate faculty and staff on accreditation standards, processes, and best practices to ensure institution-wide understanding and compliance

Verra Mobility

Customer Success Manager

5/2024 – 4/2026

- Provides support for all clients from a law enforcement perspective.
- Provides financial and technical support to all clients.
- Perform regular audits of the client accounts to ensure performance and accountability.
- Ensures compliance with state statutes and local ordinances.
- Audits the financials on a regular basis to ensure all financial obligations are met.
- Evaluate pricing models for products from a law enforcement and government perspective.
- Provides client support in both technical aspects and day-to-day operational needs.
- Meets with clients and stakeholders regularly to proactively address any needs or concerns.
- Conducts public presentations to stakeholders, including elected officials, law enforcement and staff.

Town of Orange Park

Chief of Police

2012– 2024

- Ensure total adherence to the policies, rules, and regulations of the department by all personnel.
- Prepared and managed a \$4.2 million annual budget for the department.
- Ensure increased efficiency and effectiveness of the department by developing procedures, methods, and policies.
- Ensure that all personnel are continuously trained.
- Give approval to the creation of all work schedules and their adoption.
- Ensure a positive attitude and goodwill among personnel; and provide motivation and guidance to subordinates.
- Ensure good public relations with various community agencies and citizens.
- Carry out research on law enforcement trends and how they affect the community.
- Seek other sources of funding for departmental programs and equipment by writing grants, etc.
- Responsible for the documentation and accounting of all activities of the department
- Carry out administrative duties such as responding to inquiries, attendance of meetings, completion of various reports, revision of reports and statistics, and approval of invoices and departmental payroll.
- Prepare period reports concerning activities of the department for the Town Manager and Town Council, as well as various other reports like the yearly report on departmental activities.
- Ensure communication process with the Town Manager and Town Council is effective.
- Responsible for supervising the work of management-level personnel in the Police Department following established policies and relevant laws.
- Responsible for interviewing and hiring employees, as well as providing the right training for them.
- Ensure work is planned, assigned, and supervised adequately for efficient delivery.
- Schedule work and give approval for time utilized.
- Appraise employees' work performance and reward or discipline employees appropriately.
- Respond swiftly to employees' complaints and provide necessary solutions to the problem.

Town of Orange Park

Sworn Law Enforcement Professional

1993 – 2012

- Served in all areas of law enforcement to include Patrol, Investigations, Patrol Sergeant, and Administrative Lieutenant.

Education

American Military University

M.A, Criminal Justice

Kaplan University

B.A., Business Management

FBI National Academy
Session 251

Professional Affiliations & Certifications

- State of Florida Certified Law Enforcement Officer
- FBI National Academy Associates (FBINAA)
- Former Vice-Chair Clay County Habitat for Humanity
- International Association of Chiefs of Police
- Florida Sheriff Association (FSA)
- Former District 2 Director Florida Police Chief's Association (FPCA)
- Past President Northeast Florida Law Enforcement Executive's Association
- Past President Orange Park Rotary Sunrise

Courtney Russo

From: Joseph Taylor
Sent: Wednesday, April 29, 2026 3:24 PM
To: Courtney Russo
Subject: FW: Interim Town Manager position



Joe Taylor, MPA

Town Manager

Phone 904.278.3011

Web www.townoforange.com

2042 Park Avenue, Orange Park, FL 32073



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From: Gary Goble <ggoble@townop.com>
Sent: Wednesday, April 29, 2026 3:11 PM
To: Joseph Taylor <JTaylor@townop.com>
Subject: Interim Town Manager position

Mr. Taylor,

I would like to formally express my interest in being considered for the Interim Town Manager.

After careful consideration, I believe my experience, leadership background, and commitment to serving the community position me well to effectively guide the Town during this transition period. I am confident in my ability to provide stability, maintain operational continuity, and support both staff and residents.

Thank you for your consideration.

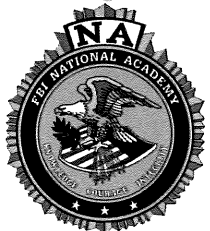
Sincerely,



G. A. Goble
Accreditation Coordinator

Chief of Police (Retired)

Workdays Tues-Wed 0700-1700.
FBINA 251



Phone [REDACTED] (cell)

Web Town of Orange Park

2025 Smith Street, Orange Park, FL 32073



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Chaleak Jones

Jacksonville, FL • (904) 352-5671 • chaleakjones@gmail.com

PROFESSIONAL SUMMARY

Results-driven public administration professional with 8+ years of municipal government experience supporting executive leadership, budgeting processes, and community engagement initiatives. Proven ability to manage cross-departmental operations, oversee financial processes, and support strategic planning efforts. Adept in public communications, policy compliance, and fostering strong relationships between local government and the community. Prepared to lead municipal operations as a Town Manager with a focus on transparency, efficiency, and service excellence.

KEY ACHIEVEMENTS

- Improved financial tracking accuracy for municipal purchase cards
 - Increased community engagement through strategic communications campaigns
 - Supported execution of multiple large-scale public events
-

PROFESSIONAL EXPERIENCE

City of DeLand – Chisholm Center, DeLand, FL

Director | April 2020 – July 2023

- Directed daily operations of a municipal community center serving diverse populations
- Planned and implemented recreational, educational, and human services programs
- Managed staff schedules, program logistics, and operational workflows to ensure efficiency
- Increased community participation through strategic programming and outreach initiatives
- Maintained program data, performance metrics, and reporting for city leadership

City of Orange City – Orange City, FL

Assistant to the City Manager | June 2014 – April 2020

- Provided high-level administrative and operational support to the City Manager and executive team
 - Led community programming serving 11,000+ residents yearly, increasing participation by 25% over two years.
 - Assisted in the preparation and management of municipal budgets and financial reports
 - Conducted research, compiled data, and created reports to support decision-making
 - Coordinated meetings, maintained official records, and managed administrative processes
 - Oversaw purchase orders and procurement processes for city administration
-

CORE COMPETENCIES

- Municipal Operations Management
 - Budget Development & Financial Oversight
 - Public Administration & Policy Compliance
 - Community Engagement & Public Relations
 - Strategic Planning & Implementation
 - Council Meeting Coordination & Governance
 - Procurement & Purchase Card Administration
 - Marketing & Government Communications
 - Sunshine Law Compliance (Florida)
 - Budgeting Software / Financial Tracking
 - Mailchimp, Facebook Ads, Google Ads
 - Social Media Management (Instagram, TikTok, YouTube)
 - Microsoft Office Suite / Government Systems
-

EDUCATION

Master of Business Administration (MBA), Sports Management

St. Leo University

Bachelor of Science in Business Administration

Bethune-Cookman University

Courtney Russo

From: Joseph Taylor
Sent: Friday, May 1, 2026 10:05 AM
To: Courtney Russo
Subject: FW: Interest in the Interim Town Manager Position
Attachments: Resume for Leadership in Government (1).pdf

For Council



Joe Taylor, MPA

Town Manager

Phone 904.278.3011

Web www.townoforange.com

2042 Park Avenue, Orange Park, FL 32073



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From: Chaleak Jones <chaleakjones@gmail.com>
Sent: Friday, May 1, 2026 9:44 AM
To: Joseph Taylor <JTaylor@townop.com>
Subject: Interest in the Interim Town Manager Position

Generated from outside of the organization. Do not click links or open attachments unless you recognize the sender and

Dear Town Manager Joseph Taylor,

I am writing to express my strong interest in the Interim Town Manager position for the Town of Orange Park, Florida. With over eight years of municipal government experience, including direct support to executive leadership in a city comparable in size and structure, I am confident in my ability to lead with professionalism, fiscal responsibility, and a strong commitment to community engagement.

During my tenure as Assistant to the City Manager for the City of Orange City, I developed a comprehensive understanding of municipal operations, including budget development, financial oversight, contract management, and council processes. I played an active role in supporting the annual budget process, ensuring fiscal accountability through payment reconciliation, and assisting

departments in aligning their goals with the city's strategic priorities. My experience reviewing and drafting agenda items has strengthened my ability to evaluate policy decisions and their operational impact, while maintaining transparency and compliance with public governance standards.

I pride myself on fostering strong relationships—both within the organization and throughout the community. I understand that effective leadership requires responsiveness, consistency, and trust. I maintain a standard of timely communication, ensuring that all inquiries are acknowledged promptly and professionally. I believe that employees and residents alike deserve to feel heard, respected, and valued, and I work diligently to create an environment where that standard is upheld.

In addition to my administrative and financial experience, I bring a collaborative leadership style that motivates teams to perform at their highest level. I am confident in making informed decisions, and when faced with complex challenges, I seek out subject-matter experts to ensure that solutions are thoughtful, strategic, and in the best interest of the community.

Orange Park presents an exciting opportunity to serve a vibrant and engaged community, and I am eager to contribute my skills and leadership to its continued growth and success. Although I am not a resident of Orange Park, I routinely visit its small businesses and community parks with my family. Clarke House Park is, hands down, my son's favorite place to visit on Saturday mornings. I am also particularly drawn to the Town's commitment to community programming and its focus on maintaining a high quality of life for residents—values that closely align with my own professional philosophy.

Thank you for your time and consideration. I welcome the opportunity to discuss how my experience and leadership approach align with the goals of the Town of Orange Park.

Sincerely,
Chaleak Jones



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Legislative

Item Title: Approval of Contract with Colin Baenziger & Associates for Town Manager Executive Search Services

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: The search is being conducted under a service warranty. The Town is responsible for the reimbursement of recruitment costs and expenses only, estimated at \$13,750 based on the recommendation of eight semi-finalists. Funding is available in Professional Services (Town Manager's budget) line 001-10-51200-31000. \$17,500 is currently available.

Background Information: Following the resignation of Town Manager Joe Taylor, effective May 28, 2026, the Town is initiating a search for a permanent successor. The executive search firm Colin Baenziger & Associates (CB&A), which conducted the previous recruitment, is honoring its professional warranty to repeat the search process. Under this warranty, the firm waives its standard professional fee, and the Town is only responsible for direct expenses. The proposed work plan aims to reach the candidate interview and selection phase by mid-August 2026. This agreement formalizes the partnership to ensure a comprehensive recruitment process while minimizing the financial impact on the Town.

Action Requested: Motion to approve the contract with Colin Baenziger & Associates for executive search firm services in an amount not to exceed \$13,750.

Information Attached:

[Agreement for Executive Search Firm \(CBA\) - Town of Orange Park.4.29.2026 \(82103505.1\).pdf](#)



CONTRACT FOR EXECUTIVE SEARCH FIRM
(Town Manager)

THIS CONTRACT FOR EXECUTIVE SEARCH FIRM (“Contract” or “Agreement”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”) by and between **COLIN BAENZIGER** doing business as COLIN BAENZIGER & ASSOCIATES (the "Contractor"), and the **TOWN OF ORANGE PARK**, a political subdivision existing under the laws of the State of Florida, having its principal office at 2042 Park Avenue, Orange Park, FL 32073 (the "Town" or the “Buyer”),

RECITALS:

WHEREAS, the Town entered into an agreement with Contractor dated March 18, 2025, to perform executive search firm services as described therein (the “Original Agreement”); and

WHEREAS, the town manager candidate recommended by Contractor and chosen by the Town has submitted notice of resignation effective May 28, 2026; and

WHEREAS, the Town and Contractor desire to implement the services warranty contained in the Original Agreement pursuant to the Proposal attached hereto as **Exhibit A** (“Proposal”).

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

Section 1. Recitals. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

Section 2. Services. The Contractor shall perform the services described in the Proposal, including Section II – Proposed Workplan (the “Services”). Specifically, the Contractor agrees to provide the Services to the Town, subject to the terms of this Agreement. The Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Town Council and/or Contract Manager. The parties acknowledge that time is of the essence in completing the Services. The Contractor acknowledges that the Town Council shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town Council. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town Council with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes. Contractor shall provide an updated projected timeline to perform the Services for the Town's review and approval.

Section 4. Maximum Indebtedness; Contract Price. The Town's maximum indebtedness for the Services under this Agreement shall not exceed the fixed monetary amount not-to-exceed _____ and 00/100 (\$ _____), subject to annual available and lawfully appropriated funds. The fees for the Services are set forth in the Proposal attached hereto.

Section 5. Contract Term. Unless terminated earlier as provided herein, the Contract shall become effective on the date of the first page and shall continue until the Services have been completed in accordance with the Proposal.

Section 6. Notice Requirements. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town: Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073
Attention: Town Clerk
Email: crusso@townop.com

With a copy to: Town Attorney
Same address as above
Email: lhodges@townop.com

As to Contractor: Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, FL 32118
Attention: Colin Baenziger
Phone: 561-707-3537
Fax: 888-635-2430
E-mail: Colin@cb-asso.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above.

Section 7. Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Town's Contract Manager is Courtney Russo, Town Clerk, and the Contractor's Contract Manager is Colin Baenziger. Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

Section 8. Required Affidavits. Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town's obligations hereunder, Contractor 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 B-1** and **Exhibit B-2**, respectively.

Section 9. Indemnification and Insurance. Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit C** attached hereto.

Section 10. Miscellaneous Required Contract Provisions. Contractor shall adhere to the additional required contract provisions set forth on **Exhibit D** attached hereto.

Section 11. Exhibits. All Exhibits attached hereto are hereby fully incorporated herein by reference.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Town (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

Section 13. Amendments. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

Section 14. Counterparts. This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN:

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

By _____
Randy Anderson, as Mayor

Attest:

By _____
Town Clerk

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.

Town Manager or authorized designee

CONTRACTOR:

Colin Baenziger d/b/a **COLIN BAENZIGER
& ASSOCIATES**

Exhibit A

Warranty Scope of Work

[To immediately follow this page.]



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
THE TOWN OF ORANGE PARK, FL**

Volume I: Proposal

Submitted on: April 24, 2026

Colin Baenziger & Associates

Contact Person:

G. Scott Krim, Managing Partner

Colin Baenziger & Associates

Phone: (801) 628-8364

e-mail: ***Scott@cb-asso.com***

Fax: (561) 621-5965

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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April 24, 2026

The Honorable Mayor Randy Anderson, Vice-Mayor Winnette Sandlin, and Council Members
Doug Benefield, Glenn Taylor, and Kenneth Vogel
Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073

Mayor Anderson, Vice-Mayor Sandlin, and Council Members Benefield, Taylor, and Vogel:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next Town Manager pursuant to the warranty included in our prior agreement. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our origin and focus is in Florida. In fact, we have been selected to perform 153 of the last 236 recruitments, or 65%, where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just outstanding results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. We firmly believe that to conduct a proper recruitment, our project managers must have more than a causal relationship with the client. In fact, he/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work within ninety (90) days (including preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection). Lastly, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fruitland Park, Hallandale Beach, Lady Lake, Marathon, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for, among others, Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA.

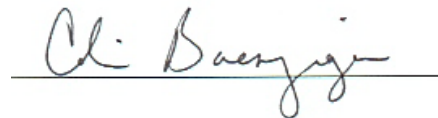
We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers/Administrators for Crestwood, MO; Fort Smith, AR; and Juno Beach, FL. We are also assisting the City of Charleston, SC with searches for their Chief Information Officer and Section Chief for Planning.

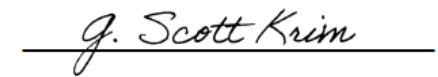
Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact us at (801) 628-8364.

Sincerely,



Colin Baenziger
Senior Partner



G. Scott Krim
Managing Partner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

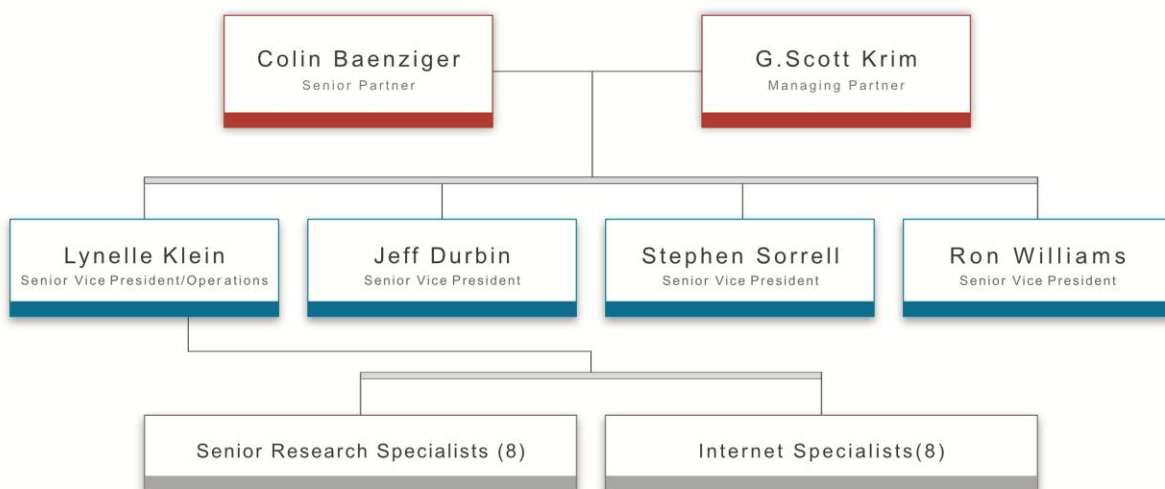
Colin Baenziger & Associates (CB&A) is a nationally recognized firm which began executive recruiting in 1998. The firm has offices in Daytona Beach Shores, FL, Grand Junction, CO, Pensacola, FL, and Weber County, UT.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts, and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We operate on the principle that all contingencies can and should be anticipated.

Since beginning our executive search practice, we have worked for clients in thirty-six states. Overall, we have conducted more than 420 searches overall, with over 230 of them being for CEOs for cities, counties, and special districts. More importantly, the basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 28 years, and its effectiveness has led to our success and national reputation. Our work has focused on Executive Search, and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm *(continued)*

What Makes us Unique

What sets us apart is more than just experience, it's our unwavering commitment to prioritize clear communication and mutual trust, while tailoring our approach to meet your specific needs. Our work focuses on recruiting top-level roles in local government, and we do not implement a one-size-fits-all process.

A cornerstone of our process is the rigor we apply to candidate screening. We dedicate the necessary time and resources to conduct comprehensive background checks and produce **detailed candidate reports before you select your finalists**. This ensures that when the elected body moves forward with interviews, they do so with full confidence—knowing each recommended candidate has already been thoroughly and professionally vetted.

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even in cases where we were probably entitled to do so.*** That guarantee remains in place today.

Completion of Projects on Schedule

Colin Baenziger & Associates delivers results—fast. Most assignments are completed within 90 days, and since launching its recruitment services, **the firm has never missed a major milestone**. That kind of reliability means you can count on CB&A to keep your project on track and on time.

Women and Minorities

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the Town. The proof is that since 2012, 40% of the candidates hired in our recruitments have been females and/or minorities. Some years that number has been as high as 65%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

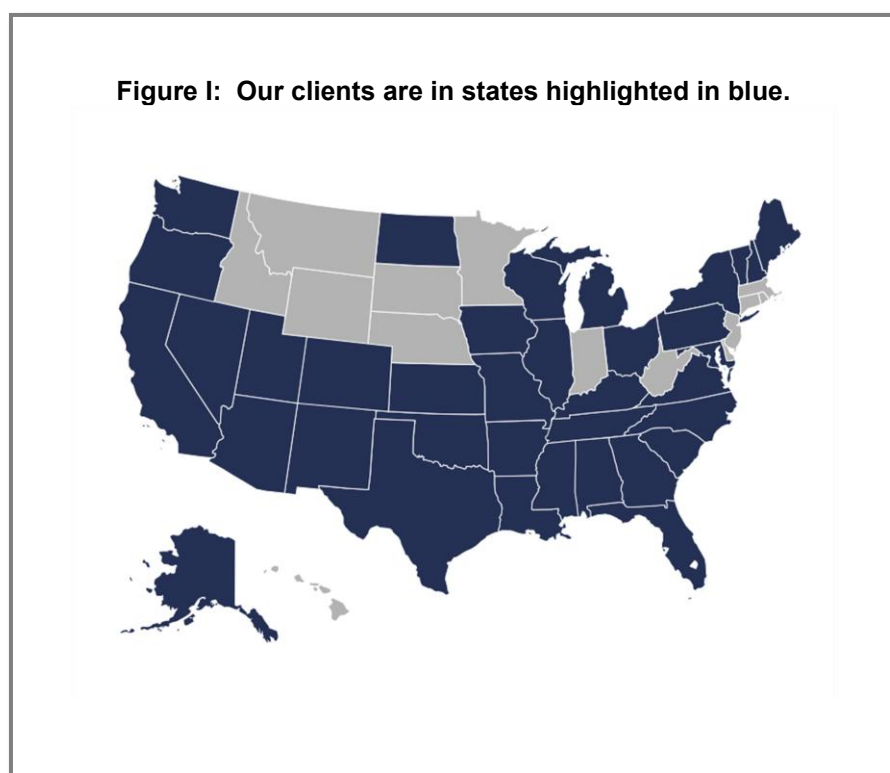
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million per occurrence, (2) automobile liability insurance of \$1 million per occurrence, (3) professional liability insurance of \$1 million per occurrence and (4) Cyber and Data Risk insurance of \$250,000 per claim. Further, we carry the required workers compensation insurance for our employees.

Clientele

Our clients are almost exclusively local governments, and they make the hiring decision. We do not accept payment for any services from candidates; we feel that would be a conflict of interest.

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted assignments in 37 states, see Figure I below. A complete list of our searches can be found in Appendix A.



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II. Proposed Work Plan

The following search methodology has been refined over the past twenty-eight years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is promoting the community to the very best candidates (including those who are not actively looking for their next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our general approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key stakeholders, including Town staff, to update the recruitment profile. To help reduce travel costs for the Town, we will conduct these interviews by telephone;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the Town so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will develop a comprehensive recruitment profile for your review. We will incorporate any suggestions you have, before we finalize the document. As part of this effort, we will conduct a salary study, comparing similar municipalities, and recommend a market-based range for use in recruiting candidates. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with four to eight outstanding semi-finalists. You then select the top five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.

II. Proposed Work Plan *(continued)*

- **Advertising:** In addition to networking, we incorporate professional associations and the trade press into our sourcing strategy to ensure no strong candidate is missed. These might include the International City/County Management Association, Florida League of Cities, Florida City/County Management Association, LinkedIn, the National Association of Cities, and sites aimed at female and minority candidates.
- **CB&A Website:** We will also post the recruitment on our website, www.cb-asso.com, which many candidates consult regularly.
- **Email:** We will e-mail the recruitment profile to our database of approximately fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward our information to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic employment websites because, while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. Consequently, if the Town would like to place ads in these venues, the Town will facilitate the job placement, and bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from twenty to forty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors, our recommendations to you will be those candidates whom we feel will be an outstanding Town Manager and a great fit with your community.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will conduct a detailed screening of each resume to determine the four to eight, highest-quality candidates.

Step Two. Screening Interview. Our lead recruiters will interview each of the top candidates. Using what we learned in Phase I, and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whom to consider further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words*, and balance the negativity that is so often characteristic of the press, and (2) the Town can evaluate the candidates' written communication skills.
- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials,

II. Proposed Work Plan *(continued)*

the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people per candidate and prepare a written summary of each conversation that is approximately one page long.

- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the NCIC database (the gold standard for criminal records), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every community has some form of print and/or electronic media with an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all stated educational credentials, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.
- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may remove the candidate from consideration, or present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to recommending any candidates to you. That way you know the individuals you select to interview are all top performers and do not have anything embarrassing in their work history and / or backgrounds that might come to light later. It also means that once you have made a selection, you can move promptly, negotiate a contract and announce your selection.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select four to eight candidates and present them for your consideration as finalists. We will provide you with a complete electronic report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and

II. Proposed Work Plan *(continued)*

internet / newspaper archive search results. A sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the Town has received the candidate materials, CB&A will meet with the elected officials via Zoom to discuss our findings and to select finalists (ideally three to five) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel arrangements.

Further, we will contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials. Thus, even though they were not advanced, they will have gained something valuable for their next employment search.

Phase IV: Coordinate the Interview Process and Town Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the governing body observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the Town at community functions), one-on-one interviews with the elected officials, and a formal interview with the governing body as a whole. Our process is outlined below.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Municipalities often also include a reception with the Town's senior staff at this point.

Later that day, the Town can host a reception for the candidates. Its purpose is to allow the elected officials to observe how the finalists respond to a social situation. As noted, your next Town Manager will represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the elected officials and the candidates get to know one another informally.

Day #2: The next morning, the finalists will interview individually with each Council Member for approximately 40 minutes. These meetings will provide you with an opportunity to assess how the candidates are likely to interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Council and its individual members. One-on-one interviews are an excellent way to test that interaction.

II. Proposed Work Plan *(continued)*

After lunch, the Council, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Council can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the Town can use to provide additional input. They are generally not costly and are not included in our fee.

We will attend the interviews in person, if desired.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to the selection of your next Manager.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body or staff and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new Town Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communication: Once the process begins, we will provide weekly emails reporting on the status of the search. At significant milestones we will discuss the process and results with each of you personally. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers, and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often offer insights as well as names of parties who are familiar with a wide variety of issues, often with innovative solutions. We strive to be responsive and to assist in any way we can.

II. Proposed Work Plan *(continued)*

The Town's Obligations

The Town will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The Town will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan *(continued)*

Proposed Project Schedule

The following is the schedule we suggest. It can be adjusted based on the availability of the Mayor and Council.

Phase I: Needs Assessment / Information Gathering

- | | |
|--------------------------|--|
| April 28 th : | CB&A begins meeting with the Town Council Members and key staff to update the recruitment profile. |
| May 12 th : | CB&A submits the draft of the full recruitment profile to the Town for its review. |
| May 19 th : | Town Council Meeting. Town provides comments on the recruitment profile. |

Phase II: Recruiting

- | | |
|-------------------------|--|
| May 29 th : | CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to approximately 14,000 local government professionals. |
| June 19 th : | Closing date for submission of applications. |
| June 24 th : | CB&A reports on the results of the recruitment. |

Phase III: Screening, Reference Checks and Credential Verification

- | | |
|--------------------------|--|
| July 28 th : | CB&A forwards its reports and materials to the Town for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks. |
| August 4 th : | The Town selects approximately five finalists and an alternate to interview. |

Phase IV: Interview Process Coordination and Town Manager Selection

- | | |
|---------------------------|--|
| August 13 th : | The Town holds reception for the finalists. |
| August 14 th : | One-on-one and full Council interviews and possibly the selection of the new Town Manager. |
| August 18 th : | Selection of the new Town Manager is not decided on August 14 th . |

Phase V: Negotiation, Warranty & Continuing Assistance

- | | |
|-----------------|---|
| Post-Selection: | CB&A works with Town representatives and the selected candidate on an employment agreement. |
|-----------------|---|

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III. Proposed Project Team

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger, our Senior Partner, has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 28 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He has also been active in the International City Management Association and the Florida City and County Management Association.



G. Scott Krim, Managing Partner, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in executive search, operations optimization, personnel retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the International City / County Management Association, the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number three person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



III. Proposed Project Team *(continued)*

Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is or has been a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



Ron Williams, Senior Vice President. While Mr. Williams has had a long relationship with CB&A. In fact, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Jeff Durbin, Senior Vice President. With over 30 years of leadership experience in local government and recruiting, he has seen it all and done most of it. He brings notable expertise in organizational change, fiscal challenges, and disaster management. Prior to joining CB&A, he served as an Interim Town Manager, and previously held the position of Town Manager for 16 years in Fraser, CO. He has a Master's Degree in Urban and Regional Planning from Michigan State University, and a Bachelor's Degree in Environmental Design from the University of Colorado. Mr. Durbin is proud to have achieved Credentialed Manager Status and is an active member of the International City/County Management Association, the Colorado City and County Management Association, and the Florida City and County Management Association.



IV. Fee and Warranty

Fee

CB&A will bill based on actual costs rather than a fixed fee. The estimated costs are outlined below, and project manager hours will not be included in staff cost charges. The only other expenses the Town will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the Town (travel, meals, hotel etc.). Bills will be rendered as the search progresses:

Estimated cost of Requested Services	
Advertising and Marketing Costs:	1,000
Background Check Cost Per Candidate:	8 X 1,000
Staff Time:	1,750
Project Manager Travel for Interviews:	3,000
Estimated Search Cost if 8 Semi Finalists are Recommended	\$13,750

Warranty

We proudly stand behind our work with one of the more notable warranties in the industry, underscoring our commitment to quality and integrity. Our warranty includes the following:

1. Once the Town employs our recommended candidate, we will not approach the selected Town Manager for any other recruitment as long as the individual is employed by the Town.
2. Should the selected individual leave for any reason other than an Act of God within the first year, CB&A will repeat the search for the reimbursement of our costs only. (Act of God defined as: unexpected health conditions occurring to themselves or close family members, total incapacitation, or death).
3. All services outlined in our proposal are covered under a guaranteed, all-inclusive fee. This fee will not be exceeded, except under the conditions listed.

This warranty is effective provided the Town adheres to the following guidelines:

- The Town follows our recommendations and the agreed upon 90-day project schedule, including all components of each phase (Phase I - V inclusive); and
- The Town selects from the recommended candidates officially presented by CB&A.

We recognize that unique circumstances may arise. In such cases, CB&A is willing to engage in good faith discussions with the Town to explore potential solutions, or alternative options, even if they fall outside the formal bounds of this warranty.

Exhibit B-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 Florida _____
(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

Serial Number (if any) _____

My Commission Expires: _____

(SEAL)

Exhibit B-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 Florida _____
_____ (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.

(SEAL)

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

Exhibit C

Indemnification and Insurance

Indemnification

Contractor and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the Town of Orange Park, Florida (“Town”) and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the Agreement, operations, services or work performed hereunder; and
2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and
3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the “Service(s)”), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Town, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

\$1,000,000 General Aggregate
\$1,000,000 Products & Comp. Ops. Agg.
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
\$ 50,000 Damage to Rented Premises
\$ 5,000 Medical Expenses

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of

Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit (Coverage for all automobiles, contractors automotive equipment; owned, hired or non-owned used in performance of the Contract; property damage per claim and aggregate)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000 per Claim and Aggregate

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and & statement as provided below. The certificates of insurance shall be mailed to the Town of Orange Park, Florida (Attention: Chief Financial Officer), 2042 Park Avenue, Orange Park, Florida 32073.

B. Additional Insured. All insurance except Worker's Compensation, shall be endorsed to name the Town and its respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town and their respective members, officers, officials, employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.

E. Contractor Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self- insurance maintained by the Town and its respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the Town and its respective members, officers, officials, employees and agents be responsible for paying any deductible or self- insured retention related to this Agreement.

G. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its subcontractors, employees or agents to the Town and its respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by Town nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the Town thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Town and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision. Prior to executing this Agreement, Contractor shall present this Agreement and these insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Agreement Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Agreement.

Exhibit D

Additional Required Contract Provisions

Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

Ownership of Works. (a) As used in this Section and the Section below entitled "Intellectual Property", the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract. (b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in the Section "Intellectual Property" below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation. (c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

Intellectual Property. (a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer)

Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work. (b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office). (c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Duval County, Florida) against Contractor.

Attorneys Fees. Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained,

Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any thirdparty request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

Human Trafficking Affidavit. Contemporaneously with the execution of this Addendum to Agreement, and as a condition precedent to the enforceability of the Agreement including the Buyer's obligations thereunder, Contractor shall deliver to the Buyer an executed Human Trafficking Affidavit in a form approved by the Buyer.

Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not

limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

Prompt Payment to Subcontractors and Suppliers. Payments under this Agreement shall be governed by the Local Government Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

Conflicts of Interest. Contractor acknowledges that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. By execution of this Addendum to Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

Substitution of Personnel. In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting.

Methods and Times of Payment. The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B – Payment Terms.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's contract title, and shall have a unique invoice number assigned by the Contractor. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. Disputes for payment of obligations shall be concluded by final written decision of the Town Manager, or designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Town.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Town as follows:

Town of Orange Park
Finance Department
2042 Park Avenue
Orange Park, FL 32073
Attention: John Villanueva
Phone: 904-264-9565
Fax: 904-278-3039

The Town may at any time designate a different address and/or contact person by giving written notice to the Contractor.

Proprietary Information. As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

Non-Discrimination. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor violates the Act during the term of this Contract.

Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona-fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have

the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

Bankruptcy. The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

Press Release or Other Public Communications. Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

Compliance with Applicable Laws. The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Town of Orange Park Ethics Laws; and
- All licensing and certification requirements applicable to performing the

Services.

Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:
 - (1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - (2) Is engaged in business operations in Cuba or Syria.
- iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and

(3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods and services of any amount and the Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
 - transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
 - transact business with any public entity.

Public Records. The Buyer is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a) Keep and maintain public records required by the Buyer in order to perform the service.
- b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Buyer.
- d) Upon completion of the Agreement, transfer, at no cost to the Buyer, all public records in possession of the Contractor, or keep and maintain public records required by the Buyer to perform the service. If the Contractor transfers all public records to the Buyer upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of public records in a format that is compatible with the information technology systems of the Buyer.
- e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.
- f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Buyer's Town Manager. The Contractor agrees to make available to the Buyer's Town Manager, during normal business hours and in Clay County, all books of account, reports and records relating to this Agreement.
- g) Public Records Custodian

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

**TOWN CLERK
2042 PARK AVENUE**

**ORANGE PARK, FL 32073
EMAIL:CRUSSO@TOWNOP.COM**

THE CONTRACTOR ACKNOWLEDGES THAT THE BUYER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE BUYER TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION PURSUANT TO THIS AGREEMENT.



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Legislative

Item Title: Approval and Adoption of the Updated Standing Rules of the Town Council

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: N/A

Background Information: The Special Committee for Policies & Procedures met on April 17, 2026, to address concerns raised during the March 3rd Town Council meeting regarding the modernization of procedural rules. Key updates include:

- Budget & Finance Committee Restructure: The committee will now be a "committee of the whole" consisting exclusively of the five Town Council members. This addresses previous concerns about accountability and the complexity of governmental budgeting.
 - Public Outreach: To ensure transparency, the Town will implement "listening sessions" or town hall-style meetings in various neighborhoods to gather citizen input on budget priorities prior to adoption.
 - Committee Qualifications: Committee members must be permanent residents of Clay County, maintain a substantial business interest, or have a substantial philanthropic interest in the county. At least three members of each committee must be Town residents.
 - Meeting Logistics: Regular meetings are set for 6:00 P.M. The committee also finalized training guidelines to be conducted by the Town Manager or a designee.
- The committee established a split implementation schedule to facilitate an orderly transition for town operations. While the majority of the updated standing rules will take effect on October 1, 2026, the specific changes regarding committee organization and qualification requirements are delayed until January 1, 2027. This strategic distinction ensures sufficient time for the recruitment of new members and the necessary updating of application forms to align with the revised guidelines.

Action Requested: Motion to approve the updated Standing Rules of the Town Council as recommended by the Special Committee for Policies & Procedures, with the general rules becoming effective October 1, 2026, and committee structure changes becoming effective January 1, 2027.

Information Attached:

[SCPP Minutes 04.17.26 \(Unapproved\).pdf](#)

[TOP Standing Rules of the Town Council with changes.pdf](#)

[TOP Standing Rules of the Town Council Final Draft.pdf](#)





Town of Orange Park
Special Committee for Policies & Procedures
Friday, April 17, 2026
12:00 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 12:00 p.m. by Vice-Mayor Winnette Sandlin, Chair of the Special Committee for Policies & Procedures. Other committee member in attendance was Councilman Doug Benefield. Councilman Ken Vogel was absent. Others in attendance included: Town Manager Joe Taylor, Town Attorney Lawsikia Hodges and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES

Councilman Benefield moved for approval of the March 27, 2026 committee meeting minutes. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

3. OLD BUSINESS- STANDING RULES

The Town Manager introduced several draft documents for review, including committee training guidelines, a policy for resident agenda item requests, and a proposal for a budget advisory group.

A significant portion of the discussion focused on the structure of the Budget and Finance Committee. Rather than forming a formalized citizen budget committee, which the Town Manager noted could be difficult for residents due to the complexity of governmental budgeting, the committee decided to move toward a "listening session" or "budget outreach" model. Under this new plan, the formal Budget and Finance Committee will be restricted to Town Council members only. To ensure transparency and public involvement, the Town will host informal listening sessions in various neighborhoods, such as local schools or parks, to gather resident input on budget priorities before the final adoption.

The committee also addressed administrative procedures, including a \$25,000 spending cap and the tracking of internal labor costs for budgeted projects like sidewalk maintenance. Additionally, a proposed policy regarding resident requests for agenda items was discussed but ultimately set aside. Legal concerns were raised about the difficulty of fairly determining which resident-suggested topics would be "appropriate" for a formal agenda, leading the committee to conclude that the existing public comment section remains the best avenue for resident participation.

Finally, Councilman Benefield moved to revise the standing rules to restructure the Budget and Finance Committee to be comprised exclusively of council members, effectively removing citizen members from the formal voting block. In place of the previous structure, the town will incorporate "listening sessions" or town hall-style meetings at various locations to be determined, allowing for more inclusive citizen input on the budget prior to its final adoption by the council. Regarding the implementation timeline, the motion specified that while the majority of the standing rules will become effective on October 1, 2026, the specific changes to the committee structure will not take effect until January 1, 2027. This distinction was made to allow sufficient time for recruitment and

April 17, 2026

the updating of application forms under the new guidelines. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

Vice-Mayor Sandlin made a motion to finalize the draft committee training guidelines with specific minor revisions. These changes include adding language to the front of the document specifying that the training will be conducted or directed by the town manager or designee. Following these tweaks, the committee moved to recommend the guidelines for inclusion on a future Town Council agenda. Councilman Benefield seconded the motion, which passed 2 to 0.

4. ADJOURNMENT

Vice-Mayor Sandlin adjourned the meeting at 1:14 p.m.

Standing Rules of the Town Council of the Town of Orange Park

Article 1

Intent and Policy; Applicability

Section 1. Intent and Authority. Pursuant to Section 2.10 of the Charter of the Town of Orange Park, Florida, the Town Council shall determine its own rules and order of business and enact rules of procedure. Accordingly, the Town Council meetings, including, but not limited to, committee, subcommittee, workshop, and town hall meetings shall be governed by these Standing Rules.

Article 2

Meetings; Meeting Locations

Section 1. Meetings.

(a) Regular Meetings. The Town Council shall hold regular meetings on the first and third Tuesdays of each month commencing at 6:00 P.M., except that: (a) when a regular meeting day shall fall on a national legal holiday or local or federal election day, the regular meeting shall be held on the following day at the same time and place, (b) in June, the regular meetings shall be held on the first and fourth Tuesday of the month commencing at 6:00 P.M., (c) in July, there shall be only one meeting to be held on the third Tuesday of the month commencing at 6:00 P.M., and (d) regular meetings shall be reduced to one only per month on the first Tuesday during the months of August, November, and December.

(b) Special Meetings. The Mayor, or in the Mayor's absence the Vice-Mayor or three or more members may call a special meeting of the Town Council. The notice shall state the purpose of the meeting and the business to be transacted at such meeting, and no other business shall be transacted other than the business referenced in the notice.

(c) Emergency Meetings. The Mayor may call an emergency meeting and provide as much notice as reasonably practicable based on the circumstances of the emergency.

(d) Workshop Meetings. The Mayor may call a workshop meeting for purposes of informal discussion by the Town Council. A physical quorum of the Town Council is not required for a workshop meeting, and no formal action may be taken at such meeting. The Town Council may host virtual workshop meetings as permitted by law.

(e) Member Meetings. Subject to meeting the requirements of Florida's open meetings law, any Town Council member may have a publicly noticed meeting with another Town Council member regarding Town business.

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(f) Town Hall Meetings. A Town Council member may host a town hall for the purpose of engaging with constituents, answering constituent questions, and discussing community issues. Town Hall meetings are opportunities for residents to voice their concerns and for Town Council members to provide information, explain their position, and listen to the public.

(g) Closed Session Meetings. Town Council may also conduct closed session or “shade” meetings that are closed to the public in accordance with Florida law.

Section 2. Meeting Locations. All regular Town Council meetings shall be held in the Town Council Chambers in Town Hall and shall be open to the public. In cases of emergencies and a meeting room in Town Hall is not available for a regular Town Council meeting, the Mayor may designate an alternative appropriate meeting place in accordance with Florida open meetings law requirements. Except for regular Town Council meetings, all other Town Council meetings if held in a location other than Town Hall should be conducted in such places as approved by the Town Council and will assure open, reasonable, and convenient access to the public.

Article 3

Meeting Notices; Meeting Audio and Video

Section 1. Meeting Notices. All Town Council meetings, including regular, special, emergency, committee, meetings of two or more Town Council members, and town hall meetings shall be open to the public and publicly noticed in accordance with Chapter 286 open meetings laws. Meeting notices shall be physically and conspicuously posted at Town Hall, posted on the Town’s official website, and, to the greatest extent feasible, any Town social media outlets. Except in the case of emergency or special meetings, notice should be provided at least seven (7) days prior to the meeting. Emergency meetings should be afforded the most appropriate and effective notice under the circumstances. Special meetings should have at least seventy-two (72) hours reasonable notice to the public. The News Media shall be notified of all Town Council meetings and upon request provided with a copy of the meeting materials (i.e., agenda and supporting materials, if any). Meeting notices should also include a link to the meeting agenda if an agenda is available.

Section 2. Meeting Audio and Video. All meetings of the Town Council, including regular, special, emergency, and workshop meetings shall be videotaped for the benefit of the public.

Article 4

Organization

Section 1. Election of Mayor and Vice-Mayor. The election of Mayor and Vice-Mayor pursuant to Sec. 2.05 of the Charter shall occur at the first regular meeting of the new Town Council. Nominations and appointment of Mayor and Vice Mayor shall be in accordance with Roberts’ Rules of Order, as revised and amended. Nominees shall be given an opportunity to comment on their nomination or present to the Town Council prior to a vote. Public comment shall be taken prior to any final vote appointing a Mayor and Vice Mayor.

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Section 2. Presiding Officer.

(a) The Mayor, or in the Mayor's absence the Vice-Mayor, shall preside over all meetings of the Town Council. In the absence of the Mayor and Vice Mayor, the most senior serving Town Council member shall preside of the meeting as temporary chair. Upon arrival of the Mayor or Vice-Mayor, the temporary chair shall relinquish the chair upon conclusion of the business immediately before the Town Council.

(b) The Presiding Officer shall take the chair at the time fixed for the meeting and call the members to order. They shall thereupon take their seats. The Presiding Officer shall preserve order and decorum at all meetings of the Town Council. The Clerk shall call roll in a random order as selected by the Clerk but never alike in sequence. This will include elections of Mayor and Vice-Mayor. The Presiding Officer will announce the decision of the Town Council on all subjects and decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided. In accordance with Section 2.10 of the Town Charter, all voting, except on procedural motions, shall be by roll call and each Town Council vote shall be recorded in the minutes.

Section 3. Quorum. A quorum of the Town Council for the transaction of any business shall consist of three (3) members, but a lesser number may adjourn from time to time until a quorum is present.

Section 4. Voting. Voting shall be in accordance with Section 2.10 of the Town Charter.

Section 5. Electronic Participation.

(a) Pre-Approved Electronic Participation. A regular or special meeting of the Town Council, or a Town committee, subcommittee, board or commission may be conducted in conjunction with communications media technology, including teleconferences or video conferences, provided that: (i) a quorum of the Town Council, committee, subcommittee, board or commission who is meeting is physically present, and (ii) the absence of the member seeking to participate remotely is due to extraordinary circumstances as defined herein. "Absence due to extraordinary circumstances" means an absence that prevents a member from attending physically and is resulting from one or more of the following:

- a. Illness or injury;
- b. Unforeseen emergency circumstances;
- c. Military service; or
- d. Travels due to business or personal reasons.

A Town Council, committee, subcommittee, board or commission member shall provide written notice to the Town Clerk and the Town Manager or Town staff as soon as reasonably practical if the member will be absent from a meeting due to an extraordinary circumstance. Upon such notice, the Town Clerk or Town staff designee shall make the necessary arrangements to enable the

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member to participate electronically. Such member's participation shall not require further Town Council, committee, subcommittee, board or commission approval if the requirements of this section have been met.

(b) Additional Approval by Board. In addition to the reasons set forth above, the Town Council, committee, subcommittee, board or commission may in its good judgement determine if other "extraordinary circumstances" not listed in subsection (a) should be permitted to enable a member to participate electronically in a meeting. However, no action authorizing electronic participation shall be valid or binding unless adopted or approved by the affirmative vote of a majority of the Town Council, committee, subcommittee, board or commission as a whole.

(c) Electronic Participation by the Public. Electronic participation by the public shall be governed in accordance with Article 8 herein.

Article 5

Meeting Agendas

Section 1. Regular Meeting Agendas.

(a) *Agenda topics.* The regular Town Council meeting agenda shall contain the following items:

- I. Call to Order
- II. Roll call
- III. Invocation
- IV. Pledge
- V. Public Comment – Non-Agenda Items
- VI. Proclamations/Presentations
- VII. Consent Agenda
- VIII. Strategic Discussion/Updates
- IX. Old Business
- X. New Business
- XI. Town Manager Comments
- XII. Town Attorney Comments
- XIII. Council Member Comments
- XIV. Adjournment

In addition to the items above, each agenda shall contain a note regarding opportunities for the public to speak during a meeting and any other notes required by law.

(b) *Deadline for submitting agenda items.* The deadline for Council members and Town staff to place items on a regular Town Council meeting agenda shall be the Thursday immediately after a regular Council meeting. All Town agreements and ordinances shall be reviewed by the Town Manager, the Finance Director, and the Town Attorney prior to an item being placed on a regular Town Council meeting agenda. The Town Manager or any Town Council member may, in the event of an emergency, place items on the agenda after the above deadline. The Town Manager, in

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consultation with the Presiding Officer, may, due to the volume of items on the agenda, postpone an agenda item submitted by a Town Council member if such item is not time sensitive. In such instances, the Town Manager shall immediately notify the Town Council member of the decision to postpone the item, and such agenda item shall be placed on the next Town Council agenda.

(c) *Consent agenda.* Content of items on the consent agenda shall be limited to routine or ministerial items such as approval of minutes and proclamations. During the reading of the consent agenda, any member may remove an item and place it on the Old Business or New Business section of the agenda, as applicable.

(d) *Delivery of agenda and meeting materials.* Agendas and all necessary background materials for a regular Town Council meeting will be delivered to the members seven (7) days in advance of the regular Council meeting. In the event an item must be placed on the agenda after it has gone to the Town Council, an agenda addendum will be issued by the Town Clerk.

(e) *Town Council Member comments.* At the end of each regular Council meeting, every Town Council member will be allowed for up to five minutes to be used at their discretion. Town Council members may request items to be added to a future Town Council meeting agendas during the Town Council member comments. No votes or action items shall be considered during Town Council comments.

Section 2. Other Meeting Agendas. The Town Clerk, in consultation with the Presiding Officer and Town Manager, shall prepare and publish agendas and materials for all other Council meetings, including committee, subcommittee, workshops, boards, and commission meetings, at least seventy-two (72) hours in advance of a meeting.

Article 6

Parliamentary Authority

Section 1. Robert's Rules of Order. Robert's Rules of Order, as revised and amended, shall govern the proceedings of the Town meetings to the extent that they are applicable or not in conflict with these Standing Rules, the Town Code, the Town Charter, or any Town ordinances or resolutions.

Section 2. Motions.

(a) The Town Council may informally discuss any matter prior to the Presiding Officer requesting a motion regarding such matter.

(b) Except as otherwise limited by the type of meeting (e.g., special meeting or workshop meeting), any Town Council member may make a motion during a Town Council meeting. A motion must be seconded and restated by the Presiding Officer or the Clerk.

(c) Motions in general and the order of procedure of motions shall be in accordance with Robert's Rules of Order.

Section 3. Rules of Debate.

- (a) The Presiding Officer may move, second and debate and shall not be deprived of any of the rights and privileges as a member.
- (b) When a member desires to speak in debate on a subject open to debate, the member must address the Presiding Officer. When recognized by the Presiding Officer, the member may speak only on matters germane to the business or questions under debate.
- (c) A member, once recognized, shall not be interrupted while speaking unless the member is called to order for transgressing any rule of the Town Council or failing to maintain proper decorum. If a member is called to order while speaking, the member shall cease speaking until the question of order is determined by the Presiding Officer.
- (d) There shall be no limit to the number of times that a member may speak during the discussion of a motion. When speaking, members shall not speak for more than five minutes, except that the Presiding Officer may grant a member additional time at the discretion of the Presiding Officer.
- (e) After the decision on any question, it shall be in order only for a member voting on the prevailing side to move for reconsideration at the same meeting, but such motion may be seconded by any member. If a motion to reconsider is lost, it shall not be renewed again at the same meeting. A motion to reconsider may be laid on the table or postponed indefinitely, and the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.
- (f) During Town Council debate, any member may “call the question” to end debate and force an immediate vote on a pending matter in accordance with Robert’s Rules of Order.

Section 4. Privilege of the Floor. With the permission of the Presiding Officer, the privilege of the floor shall be extended to members of the public to address the Town Council on any matter pending before it or which needs the attention of the Town Council. At public hearings required by law or fixed by the Town Council, the Presiding Officer shall extend the floor to a reasonable number of proponents and opponents of the subject matter of the public hearing, and those filing written requests to be heard with the Clerk shall be heard prior to other persons who appear at the hearing. Each person addressing the Town Council shall first fill out a speaker card pursuant to Article 8 and provide the completed card to the Town Clerk. Each person desiring to speak, when called upon by the Presiding Officer, shall proceed to the place assigned for speaking and verbally state his or her name and address for the record or verbally state that the address is contained on the speaker card. Each person addressing the Town Council must speak in an audible tone of voice for the record and limit his or her address to five (5) minutes, unless a lesser time is fixed for all speakers by the Presiding Officer or further time is granted by the Town Council. Each person may speak only about matters germane to business or questions under discussion by the Town Council. All questions of Town Council members shall be directed through the Presiding Officer.

Section 5. Suspension of Standing Rules. Any standing rule contained herein may be temporarily suspended for special reasons by a vote of two-thirds of all members unless such

suspension conflicts with provisions of the Charter or ordinances of the Town. No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Town Council and the adoption of the permanent change by vote of two-thirds of all members.

Article 7

Advisory Standing Committee; Other Committees

Section 1. Advisory Standing Committees; Other Committees.

(a) Advisory Standing Committees. The Town Council's advisory standing committees shall be as follows:

- (i) *Culture, Arts, and Recreation Committee.* The Culture, Arts, and Recreation Committee shall make recommendations, as assigned by the Town Council, regarding culture, arts, and recreation in the Town;
- (ii) *Finance and Budget Committee.* The Finance and Budget Committee shall be a committee of the whole composed of the five (5) Town Council members only. On or before August 31st of each fiscal year, the Finance and Budget Committee shall make recommendations to the Town Council regarding the Town Manager's proposed annual budget. The Finance and Budget Committee shall also make recommendations, as assigned by the Town Council, regarding financial reviews and internal audits, including any findings, enterprise funds, budget monitoring, and grants;
- (iii) *Economic and Community Development Committee.* The Economic and Community Development Committee shall make recommendations, as assigned by the Town Council, regarding the Town's economic and community development; and
- (iv) *Public Safety and Public Works Committee.* The Public Safety and Public Works Committee shall make recommendations, as assigned by the Town Council, regarding traffic control, rights-of-way/easements, public welfare and safety, Police and Fire Departments, code enforcement and animal control, public utility systems, infrastructure, sanitation and recycling.

The Town Manager shall assign a Town employee to assist each committee in performing its assignment and tasks. The Town Council may create additional advisory standing committees only by amending these standing rules.

(b) Additional Committees. The Town Council may form additional committees, including but not limited to, ad hoc and special committees, from time to time.

Section 2. Advisory Standing Committee Organization; Appointment of Members; Meetings; Attendance. Committee members shall be persons who meet the qualification requirements of Article 7, Section III. Except for the Finance and Budget Committee referenced in Section 1(a)(ii)

herein, Town Council members shall not serve as committee members on an advisory standing committee but may be appointed by the Mayor to serve as a liaison to ~~the~~ committee. Committee members may be nominated by any member of the Town Council and shall be approved by the Town Council. Each advisory standing committee shall be composed of a minimum of three (3) members and a maximum of five (5) members. Committee members shall be appointed by the Town Council to serve a three-year term and may be reappointed to serve an additional three-year term. Each committee shall meet at least quarterly and may hold more frequent regular meetings as needed. Committee meetings may be called by the chair, vice chair, Mayor or the Town Manager as necessary and appropriate. The Town Clerk, in consultation with the committee chair, shall prepare an agenda for each committee meeting and such agenda shall be published at least seventy-two (72) hours in advance of the committee meeting. If the committee chair is unwilling or unable to call committee meetings, the vice chair may call the meeting. Generally, committees should endeavor to schedule committee meetings on days other than the Town Council regular meeting days. A committee member will forfeit their committee seat if he or she misses three (3) consecutive meetings without being excused by the chair prior to the meeting. Committees shall adhere to applicable laws and public notices in the same manner as set forth in Article III, Section 1 herein. The Town Council may prescribe specific organizational rules for other committees created by the Town Council.

Section 3. Committee Qualification Requirement. All committee members shall either (i) be permanent residents of Clay County ~~or, (ii)~~ (ii) maintain a substantial economic business interest, or (iii) have substantial philanthropic interest as determined by the Town Council within Clay County. At least three (3) committee members shall be residents of the Town of Orange Park. Failure to establish and maintain residency within Clay County, and the Town of Orange Park as applicable or failure to maintain a substantial economic business interest or substantial philanthropic interest as determined by the Town Council within Clay County shall automatically and forthwith divest any committee member from the appointed committee and the committee seat shall be declared vacant. The appointment resolution shall designate whether the appointee is or is not a resident of Clay County ~~and/or Town of Orange Park~~. If the committee appointee does not reside in Clay County, the appointment resolution shall clearly state the substantial business or philanthropic contribution of the appointee, or that these rules are being waived. Committee appointees may be requested by the Town Council to appear before the Town Council on such date that the Town Council approves the committee appointee. The committee qualification requirement may be waived by a majority vote of the Town Council.

Section 4. Quorum; Officers; Procedures. A majority of the committee shall constitute a quorum for the purpose of meetings and transacting business. Committee chairs shall be assigned by the Mayor and serve for a term of one year. Each committee shall elect a vice chairman and secretary from among its members and such other officers as the Committee deems appropriate. All committee officers shall serve for one year beginning on July 1st and ending on June 30th. Each committee may adopt, amend and repeal rules for its further organization, not inconsistent with these Standing Rules.

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Section 5. No Compensation. No committee member shall receive compensation for serving on a committee. However, a committee member may receive their actual and necessary pre-approved expenses incurred in the performance of their duties of office, including travel expense reimbursement, subject to the Town Council's prior approval.

Section 6. Committee Priorities and Assignments; Committee Reports. On or before November 1st of each fiscal year, the Town Council shall make assignments as needed to each committee in its sole discretion. Additionally, the Town Council may assign or task Council committees with additional assignments during the fiscal year. Such committee assignments shall include a description of the tasks and the deadline for the recommendation, policy, or ordinance proposal. In making committee assignments, the Town Council may consider annual budget priorities and the short-term and long-term objectives of the Town Council. Committees shall report to the Town Council no less than quarterly on the progress of the assignments assigned to the committee by the Town Council.

Section ~~7.~~ 7. Annual Training of Committee Members. The Town Manager, in consultation with the Town Attorney, shall ensure annual training is provided to advisory standing committee members on parliamentary procedures and Florida's open meetings, public records, ethics and financial disclosure laws during a advisory standing committee meeting (e.g., regular, special or workshop meeting).

Section 8. Town Council Board Appointments.

Candidates for appointment to any board created by the Town Charter or the Town Code, including, but not limited to, the Planning and Zoning, Environmental Quality, Nuisance Abatement, Historical Preservation, and Magnolia Cemetery boards, shall be governed by the applicable Town Charter and Town Code requirements.

Article 8

Public Participation and Public Electronic Participation

Section 1. Public Participation and Comment. Members of the public shall be given a reasonable opportunity to be heard on an issue before and within reasonable proximity to the time when official action is taken. Public participation and public comment are a one-way dialogue and opportunity for a member of the public to provide comments to the Town Council and is not an opportunity for the public to dialogue with the Town Council or obtain answers to questions during public participation and public comment. This opportunity to be heard is extended to all Town meetings, committees, subcommittees, boards and commissions. This section does not apply to: a) official acts taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act; b) official ministerial acts, including, but not limited to, approval of minutes and ceremonial proclamations; c) meetings exempt from Section 286.011, Florida Statutes; or d) meetings during which the board or commission is acting in a quasi-judicial capacity. The requirements of this section shall not prohibit the maintenance of orderly conduct or proper

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decorum in a public meeting by establishing guidelines regarding the amount of time an individual has to address the board or commission, prescribing procedures or forms for an individual to use indicating a desire to be heard or designating a specified period of time for public comment.

Section 2. Time Allowed and Manner of Speaking. A total of aggregate of three (3) minutes shall be allotted to each member of the public who wishes to speak on non-agenda items. Five (5) minutes shall be allotted to each member of the public who wishes to speak on any agenda item. Individuals wishing to speak during the public comment period must first fill out a speaker card and provide the completed card to the Town Clerk. Each speaker card at a minimum will include spaces for the speaker's name and address, the agenda item(s) or topic(s) the speaker wishes to address, a place to indicate his or her support, opposition, or neutrality on a proposition, and a place to designate a representative to speak for him or her or his or her group on a proposition if he or she so chooses. Each person addressing the Town Council, when called upon by the Presiding Officer, shall proceed to the place assigned for speaking and verbally state his or her name and address for the record or verbally state that the address is contained on the speaker card. Each person addressing the Town Council must speak in an audible tone of voice for the record and limit his or her address to five (5) minutes. All questions of Town Council members shall be directed through the Presiding Officer.

Section 3. Exhibits or Presentation Request During Public Comment. If a member of the public wishes to hand out copies of exhibits during their public comment time, the member shall provide the Town Clerk with no less than eight (8) copies of the exhibit(s) for the Town Council members, Town Manager, Town Attorney and Town Clerk prior to beginning to speak. If a member of the public wishes to present any files electronically on the overhead projector or via PowerPoint, the member shall provide the Town Clerk with the electronic files by no later than 5:00 p.m. on the Thursday immediately preceding the Town Council meeting. The submittal of an electronic file to the Town Clerk will not guarantee that the file will be presented to the Town Council if the Town's technology equipment will not enable the electronic file to be displayed or if the electronic file is not otherwise readable as determined by the Town Clerk.

Section 4. Public Electronic Participation. In addition to members of the public participating in public comment in person, to the greatest extent feasible and subject to availability of funds and adequate Town technology, the public will also be allowed to participate electronically (virtual, telephone or other electronic means as determined by the Town) for any required public participation under Chapter 286, Florida Statutes. Additionally, members of the public may also submit public comments to the Town Clerk to be read or included in the record via email by submitting any comments by 3:00 p.m. on the day immediately preceding the Town Council meeting. Public requests to provide comment or testimony via communications media technology due to extraordinary circumstances shall be made to the Town Clerk no later than 5:00 p.m. on the Thursday immediately preceding the Town Council meeting where the comment or testimony is to be provided.

Article 9

Minutes and Clerk

Section 1. Minutes. It shall be the duty of the Town Clerk of the Town Council, in addition to other duties prescribed by law, to keep and preserve the correct minutes of the proceedings of the Town Council. In accordance with Section 286.011, Florida Statutes, the minutes of a public meeting shall be promptly recorded, and the minutes shall be a public record open to public inspection. For purposes of this section “promptly recorded” shall mean made available within seventy-two (72) hours of the meeting or in the cases of emergencies as soon as reasonably practicable. At a minimum, the minutes shall summarize the meeting by documenting the discussion topics and any motions made during the meeting, the outcome of the motion, and each member’s vote. Proposed substantive additions or corrections to proposed minutes, other than spelling and grammatical corrections, shall, to the greatest extent feasible, be furnished in writing to the Town Clerk prior to the meeting at which approval action is scheduled. The Town Clerk shall furnish each member, the Town Attorney and the Town Manager, with a copy of all ordinances and resolutions introduced in the Town Council and a copy of the minutes of each meeting of the Town Council.

Section 2. Town Clerk. The Town Clerk shall prepare an agenda in accordance with Article 5 herein and consult with the Town Manager and the Mayor for each regular meeting of the Town Council in the order of business and furnish a copy thereof to each Town Council member, the Town Attorney and the Town Manager at least seven (7) days in advance of said regular meeting. All official meetings of the Town Council [held at Town Hall in Town Council Chambers](#) shall be recorded on an automatic recording device and preserved according to Florida retention requirements in the official records of the Town or until their destruction as specifically authorized by the Town Council.

Article 10

Town Council Orientation; Annual Training; Strategic Plan; Conduct of Members

Section 1. Town Council Orientation. The Town Manager shall ensure that within ninety (90) days of a Town Council member’s election, re-election, or appointment to elective office, the Town Manager, in consultation with the Town Attorney, shall provide orientation training to the newly appointed member on the following topics: annual budget and capital program budget procedures, collective bargaining procedures, land use and zoning, Town organizational chart and governance, the Town Charter and any other topics related to the Town as requested by the Town Council member.

Section 2. Town Council Annual Training. The Mayor, in consultation with the Town Manager and Town Attorney, shall ensure annual training is provided to the Town Council on parliamentary procedures and Florida’s open meetings, public records, ethics and financial disclosure laws during a Town Council meeting (e.g., regular, special or workshop meeting).

Section 3. Annual Strategic Plan- and Community Listening Sessions. Annually, the Mayor shall coordinate the meetings of the Town Council to deliberate and discuss a Town Council Strategic Plan. The Town Council shall review and update the strategic plan and adopt the final plan by means of a resolution. [Additionally, the Town Council may host community outreach and](#)

listening sessions (“Community Outreach and Listening Sessions”) as it deems appropriate during the fiscal year to enlist input and feedback from Town residents on important matters concerning the Town. The Town Council shall host Community Outreach and Listening Sessions regarding the annual budget in addition to any required public hearings prior to the adoption of the annual budget. To the greatest extent feasible and practicable, the Town Council shall host the Community Outreach and Listening Sessions at locations within the Town boundaries that will foster the greatest input and feedback from Town residents, subject to Florida’s Open Meetings Laws.

Section 4. Conduct of Members.

- (a) Any member who is unable to attend a Town Council or Committee Meeting due to sickness or for a duly authorized reason shall notify the Town Clerk, who shall notify the Presiding Officer before the meeting.
- (b) Members shall notify the Presiding Officer if it is necessary for the member to leave the meeting temporarily or permanently.
- (c) While the Town Council is in session, the members shall preserve order and decorum. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the Town Council or disturb any member while speaking.
- (d) No member shall speak on any question, discuss any matter, interrupt another, or make a motion without first addressing the Presiding Officer and obtaining recognition.
- (e) Except for members authorized to participate electronically as provided herein, no member physically present at the meeting shall be allowed to vote on any motion or measure or gain the privilege of the floor unless the member is at his or her designated Town Council seat.
- (f) No member shall be permitted to explain his or her vote during roll call but may do so for a period of not more than one minute prior to the result of the roll call being announced.
- (g) Every member who is present when a question is put, unless the member is permitted to abstain from voting pursuant to state or local laws, shall vote in the affirmative or negative.
- (h) Every member shall observe the code of ethics as set forth in the laws of the State of Florida and as required by the Charter of the Town or Town Code. Disclosure to the Town Council of the conflict, as required by the state law on ethics, shall be accomplished pursuant to Chapter 112, Part III, Florida Statutes, which shall include without limitation completing forms as prescribed by the State of Florida Commission on Ethics.
- (if) No member shall direct the Town Manager to forward to another political subdivision or government agency communications on matters under consideration by the Town Council or its committees except where there is clear understanding of approval by the Town Council or in response to routine matters in consonance with the previous actions of the Town Council. Nothing precludes a member from initiating correspondence on Town stationery over their own signature indicating the Town Council seat they currently hold. Nothing in this rule is to be construed to

limit or restrict the Mayor acting in his or her official capacity from coordinating with the Town Manager in answering or responding to correspondence or communications related to the business of the Town.

Article 11

Ordinances; Resolutions; Public Hearings

(a) Any ordinance or resolution prepared for consideration by the Town Council shall be reviewed by the Town Attorney prior to introduction in the Town Council. All ordinances or resolutions introduced in the Town Council shall be typewritten and double spaced on eight and one-half by eleven-inch letter-size paper or legal-size paper as required. Upon request by the Presiding Officer or any member, the Town Attorney shall render an opinion to the Town Council concerning the legality of any ordinance or resolution pending before it. Every ordinance and resolution which amends prior ordinances or resolutions shall indicate words being deleted by enclosing in brackets or by strikeouts and shall include underlining of words being added to existing provisions. When underlining, bracketing, or striking out will otherwise defeat the purpose of this rule or reduce the clarity of the amending ordinance or resolution (e.g. a major substantive revision of a lengthy provision), the following may be done: Substantial rewording of text; for present text, see (reference present text).

(b) In acting upon ordinances, the ordinance shall be introduced on first reading. The Town Manager or Town Clerk shall then cause the ordinance to be published in a newspaper of general circulation in the Town, at least fourteen (14) days before the second reading, a notice of proposed enactment pursuant to and in compliance with Chapter 166, Florida Statutes. Prior to adoption, on second and final reading, a public hearing shall be held to enable members of the public to comment on the proposed ordinance. The public hearing shall follow the publication by at least seven (7) days and shall be held at a regular or special Town Council meeting. On second and final reading, an affirmative vote of the majority of the members present shall be necessary for the passage or adoption of the ordinance.

(c) The Town Council may adopt emergency ordinances in the manner specified in the Town Charter.

(d) Whenever any ordinance or resolution has been introduced for the consideration of the Town Council, and the measure failed to be adopted or passed, such measure, unless substantially changed, shall not be introduced again until the lapse of at least three months from the date of the Town Council meeting at which it failed of adoption or passage.

(e) Upon final passage, every ordinance and resolution shall be signed by the presiding officer of the Town Council and authenticated by the Town Clerk.

Article 12

Quasi-Judicial Proceedings

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Unless otherwise provided by law, quasi-judicial proceedings of the Town Council shall generally follow the process outlined below:

- i. Presiding officer announces that agenda item calls for a quasi-judicial proceeding;
- ii. Presiding officer or designee provides brief overview of quasi-judicial proceedings hearing procedures;
- iii. Council Members disclose *ex parte communications*;
- iv. Presiding officer determines if adversely affected parties are present;
- v. Swearing in of witnesses and experts, if any and as needed;
- vi. Town staff presentation (ten (10) minutes or such other time limit as approved by presiding officer);
- vii. Applicant presentation (ten (10) minutes or such other time limit as approved by presiding officer);
- viii. Open and close public hearing to allow members of the public to speak for five (5) minutes or such other time limit as approved by the presiding officer;
- ix. Five-minute rebuttal, if requested by affected parties (i.e., applicant, affected party), or such other time limit as approved by presiding officer;
- x. Town Attorney to explain Town Council actions that may be taken and applicable quasi-judicial requirements, criteria and review standards; and
- xi. Town Council deliberation, written findings, and decision.

Article 13

Miscellaneous; Amendment

Section 1. Town Council Member Request for Information, Analysis or Research.

(a) If the Town Manager, Town staff, or the Town Attorney receives a request from a Town Council member for information, analysis or research that cannot be immediately provided because staff

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time or more than one (1) hour of attorney time is required to produce an appropriate response, then the Town Manager or his or her designee or the Town Attorney shall within two (2) business days of the receipt of the request or as soon as practicable after the request, provide the Town Council member with an email or letter setting forth the specific date by which an appropriate response will be provided. If the Town Manager or Town Attorney concludes that the request is particularly cumbersome, then the Town Manager or Town Attorney shall first notify the Town Council member and, if the Town Council member desires to proceed with the request, then submit the request to the entire Town Council so that the Town Council can determine whether the staff should devote the time necessary to comply with the request.

(b) Any request from a Town Council member for information, analysis or research that requires the engagement of outside consultants shall be submitted to the entire Town Council so that the Town Council can determine whether the Town should devote the financial resources necessary to comply with the request.

Section 2. Effect of Rules. No ordinance, resolution or action duly passed, adopted or taken by the Town Council shall be held to be invalid because of failure of the Town Council to comply with or abide by any one or more of the provisions of these standing rules if such ordinance, resolution or action would otherwise be valid under the Charter or ordinances of the Town or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored.

Section 3. Amendment to Rules. These standing rules may be amended by a majority vote of the Town Council.

Section 4. Effective Date of Rules. Unless otherwise provided herein, these standing rules shall be effective as of October 1, 2026. Sections 2 and 3 of Article 7 of these standing rules regarding advisory standing committee organization, appointment of members, meetings, attendance and committee qualification requirements shall not become effective until January 1, 2027.

Adopted and Enacted by the Town Council of the Town of Orange Park: _____, 2026.

Standing Rules of the Town Council of the Town of Orange Park

Article 1

Intent and Policy; Applicability

Section 1. Intent and Authority. Pursuant to Section 2.10 of the Charter of the Town of Orange Park, Florida, the Town Council shall determine its own rules and order of business and enact rules of procedure. Accordingly, the Town Council meetings, including, but not limited to, committee, subcommittee, workshop, and town hall meetings shall be governed by these Standing Rules.

Article 2

Meetings; Meeting Locations

Section 1. Meetings.

(a) Regular Meetings. The Town Council shall hold regular meetings on the first and third Tuesdays of each month commencing at 6:00 P.M., except that: (a) when a regular meeting day shall fall on a national legal holiday or local or federal election day, the regular meeting shall be held on the following day at the same time and place, (b) in June, the regular meetings shall be held on the first and fourth Tuesday of the month commencing at 6:00 P.M., (c) in July, there shall be only one meeting to be held on the third Tuesday of the month commencing at 6:00 P.M., and (d) regular meetings shall be reduced to one only per month on the first Tuesday during the months of August, November, and December.

(b) Special Meetings. The Mayor, or in the Mayor's absence the Vice-Mayor or three or more members may call a special meeting of the Town Council. The notice shall state the purpose of the meeting and the business to be transacted at such meeting, and no other business shall be transacted other than the business referenced in the notice.

(c) Emergency Meetings. The Mayor may call an emergency meeting and provide as much notice as reasonably practicable based on the circumstances of the emergency.

(d) Workshop Meetings. The Mayor may call a workshop meeting for purposes of informal discussion by the Town Council. A physical quorum of the Town Council is not required for a workshop meeting, and no formal action may be taken at such meeting. The Town Council may host virtual workshop meetings as permitted by law.

(e) Member Meetings. Subject to meeting the requirements of Florida's open meetings law, any Town Council member may have a publicly noticed meeting with another Town Council member regarding Town business.

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(f) Town Hall Meetings. A Town Council member may host a town hall for the purpose of engaging with constituents, answering constituent questions, and discussing community issues. Town Hall meetings are opportunities for residents to voice their concerns and for Town Council members to provide information, explain their position, and listen to the public.

(g) Closed Session Meetings. Town Council may also conduct closed session or “shade” meetings that are closed to the public in accordance with Florida law.

Section 2. Meeting Locations. All regular Town Council meetings shall be held in the Town Council Chambers in Town Hall and shall be open to the public. In cases of emergencies and a meeting room in Town Hall is not available for a regular Town Council meeting, the Mayor may designate an alternative appropriate meeting place in accordance with Florida open meetings law requirements. Except for regular Town Council meetings, all other Town Council meetings if held in a location other than Town Hall should be conducted in such places as approved by the Town Council and will assure open, reasonable, and convenient access to the public.

Article 3

Meeting Notices; Meeting Audio and Video

Section 1. Meeting Notices. All Town Council meetings, including regular, special, emergency, committee, meetings of two or more Town Council members, and town hall meetings shall be open to the public and publicly noticed in accordance with Chapter 286 open meetings laws. Meeting notices shall be physically and conspicuously posted at Town Hall, posted on the Town’s official website, and, to the greatest extent feasible, any Town social media outlets. Except in the case of emergency or special meetings, notice should be provided at least seven (7) days prior to the meeting. Emergency meetings should be afforded the most appropriate and effective notice under the circumstances. Special meetings should have at least seventy-two (72) hours reasonable notice to the public. The News Media shall be notified of all Town Council meetings and upon request provided with a copy of the meeting materials (i.e., agenda and supporting materials, if any). Meeting notices should also include a link to the meeting agenda if an agenda is available.

Section 2. Meeting Audio and Video. All meetings of the Town Council, including regular, special, emergency, and workshop meetings shall be videotaped for the benefit of the public.

Article 4

Organization

Section 1. Election of Mayor and Vice-Mayor. The election of Mayor and Vice-Mayor pursuant to Sec. 2.05 of the Charter shall occur at the first regular meeting of the new Town Council. Nominations and appointment of Mayor and Vice Mayor shall be in accordance with Roberts’ Rules of Order, as revised and amended. Nominees shall be given an opportunity to comment on their nomination or present to the Town Council prior to a vote. Public comment shall be taken prior to any final vote appointing a Mayor and Vice Mayor.

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Section 2. Presiding Officer.

(a) The Mayor, or in the Mayor's absence the Vice-Mayor, shall preside over all meetings of the Town Council. In the absence of the Mayor and Vice Mayor, the most senior serving Town Council member shall preside of the meeting as temporary chair. Upon arrival of the Mayor or Vice-Mayor, the temporary chair shall relinquish the chair upon conclusion of the business immediately before the Town Council.

(b) The Presiding Officer shall take the chair at the time fixed for the meeting and call the members to order. They shall thereupon take their seats. The Presiding Officer shall preserve order and decorum at all meetings of the Town Council. The Clerk shall call roll in a random order as selected by the Clerk but never alike in sequence. This will include elections of Mayor and Vice-Mayor. The Presiding Officer will announce the decision of the Town Council on all subjects and decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided. In accordance with Section 2.10 of the Town Charter, all voting, except on procedural motions, shall be by roll call and each Town Council vote shall be recorded in the minutes.

Section 3. Quorum. A quorum of the Town Council for the transaction of any business shall consist of three (3) members, but a lesser number may adjourn from time to time until a quorum is present.

Section 4. Voting. Voting shall be in accordance with Section 2.10 of the Town Charter.

Section 5. Electronic Participation.

(a) Pre-Approved Electronic Participation. A regular or special meeting of the Town Council, or a Town committee, subcommittee, board or commission may be conducted in conjunction with communications media technology, including teleconferences or video conferences, provided that: (i) a quorum of the Town Council, committee, subcommittee, board or commission who is meeting is physically present, and (ii) the absence of the member seeking to participate remotely is due to extraordinary circumstances as defined herein. "Absence due to extraordinary circumstances" means an absence that prevents a member from attending physically and is resulting from one or more of the following:

- a. Illness or injury;
- b. Unforeseen emergency circumstances;
- c. Military service; or
- d. Travels due to business or personal reasons.

A Town Council, committee, subcommittee, board or commission member shall provide written notice to the Town Clerk and the Town Manager or Town staff as soon as reasonably practical if the member will be absent from a meeting due to an extraordinary circumstance. Upon such notice, the Town Clerk or Town staff designee shall make the necessary arrangements to enable the

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member to participate electronically. Such member's participation shall not require further Town Council, committee, subcommittee, board or commission approval if the requirements of this section have been met.

(b) Additional Approval by Board. In addition to the reasons set forth above, the Town Council, committee, subcommittee, board or commission may in its good judgement determine if other "extraordinary circumstances" not listed in subsection (a) should be permitted to enable a member to participate electronically in a meeting. However, no action authorizing electronic participation shall be valid or binding unless adopted or approved by the affirmative vote of a majority of the Town Council, committee, subcommittee, board or commission as a whole.

(c) Electronic Participation by the Public. Electronic participation by the public shall be governed in accordance with Article 8 herein.

Article 5

Meeting Agendas

Section 1. Regular Meeting Agendas.

(a) *Agenda topics.* The regular Town Council meeting agenda shall contain the following items:

- I. Call to Order
- II. Roll call
- III. Invocation
- IV. Pledge
- V. Public Comment – Non-Agenda Items
- VI. Proclamations/Presentations
- VII. Consent Agenda
- VIII. Strategic Discussion/Updates
- IX. Old Business
- X. New Business
- XI. Town Manager Comments
- XII. Town Attorney Comments
- XIII. Council Member Comments
- XIV. Adjournment

In addition to the items above, each agenda shall contain a note regarding opportunities for the public to speak during a meeting and any other notes required by law.

(b) *Deadline for submitting agenda items.* The deadline for Council members and Town staff to place items on a regular Town Council meeting agenda shall be the Thursday immediately after a regular Council meeting. All Town agreements and ordinances shall be reviewed by the Town Manager, the Finance Director, and the Town Attorney prior to an item being placed on a regular Town Council meeting agenda. The Town Manager or any Town Council member may, in the event of an emergency, place items on the agenda after the above deadline. The Town Manager, in

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consultation with the Presiding Officer, may, due to the volume of items on the agenda, postpone an agenda item submitted by a Town Council member if such item is not time sensitive. In such instances, the Town Manager shall immediately notify the Town Council member of the decision to postpone the item, and such agenda item shall be placed on the next Town Council agenda.

(c) *Consent agenda.* Content of items on the consent agenda shall be limited to routine or ministerial items such as approval of minutes and proclamations. During the reading of the consent agenda, any member may remove an item and place it on the Old Business or New Business section of the agenda, as applicable.

(d) *Delivery of agenda and meeting materials.* Agendas and all necessary background materials for a regular Town Council meeting will be delivered to the members seven (7) days in advance of the regular Council meeting. In the event an item must be placed on the agenda after it has gone to the Town Council, an agenda addendum will be issued by the Town Clerk.

(e) *Town Council Member comments.* At the end of each regular Council meeting, every Town Council member will be allowed for up to five minutes to be used at their discretion. Town Council members may request items to be added to a future Town Council meeting agendas during the Town Council member comments. No votes or action items shall be considered during Town Council comments.

Section 2. Other Meeting Agendas. The Town Clerk, in consultation with the Presiding Officer and Town Manager, shall prepare and publish agendas and materials for all other Council meetings, including committee, subcommittee, workshops, boards, and commission meetings, at least seventy-two (72) hours in advance of a meeting.

Article 6

Parliamentary Authority

Section 1. Robert's Rules of Order. Robert's Rules of Order, as revised and amended, shall govern the proceedings of the Town meetings to the extent that they are applicable or not in conflict with these Standing Rules, the Town Code, the Town Charter, or any Town ordinances or resolutions.

Section 2. Motions.

(a) The Town Council may informally discuss any matter prior to the Presiding Officer requesting a motion regarding such matter.

(b) Except as otherwise limited by the type of meeting (e.g., special meeting or workshop meeting), any Town Council member may make a motion during a Town Council meeting. A motion must be seconded and restated by the Presiding Officer or the Clerk.

(c) Motions in general and the order of procedure of motions shall be in accordance with Robert's Rules of Order.

Section 3. Rules of Debate.

- (a) The Presiding Officer may move, second and debate and shall not be deprived of any of the rights and privileges as a member.
- (b) When a member desires to speak in debate on a subject open to debate, the member must address the Presiding Officer. When recognized by the Presiding Officer, the member may speak only on matters germane to the business or questions under debate.
- (c) A member, once recognized, shall not be interrupted while speaking unless the member is called to order for transgressing any rule of the Town Council or failing to maintain proper decorum. If a member is called to order while speaking, the member shall cease speaking until the question of order is determined by the Presiding Officer.
- (d) There shall be no limit to the number of times that a member may speak during the discussion of a motion. When speaking, members shall not speak for more than five minutes, except that the Presiding Officer may grant a member additional time at the discretion of the Presiding Officer.
- (e) After the decision on any question, it shall be in order only for a member voting on the prevailing side to move for reconsideration at the same meeting, but such motion may be seconded by any member. If a motion to reconsider is lost, it shall not be renewed again at the same meeting. A motion to reconsider may be laid on the table or postponed indefinitely, and the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.
- (f) During Town Council debate, any member may “call the question” to end debate and force an immediate vote on a pending matter in accordance with Robert’s Rules of Order.

Section 4. Privilege of the Floor. With the permission of the Presiding Officer, the privilege of the floor shall be extended to members of the public to address the Town Council on any matter pending before it or which needs the attention of the Town Council. At public hearings required by law or fixed by the Town Council, the Presiding Officer shall extend the floor to a reasonable number of proponents and opponents of the subject matter of the public hearing, and those filing written requests to be heard with the Clerk shall be heard prior to other persons who appear at the hearing. Each person addressing the Town Council shall first fill out a speaker card pursuant to Article 8 and provide the completed card to the Town Clerk. Each person desiring to speak, when called upon by the Presiding Officer, shall proceed to the place assigned for speaking and verbally state his or her name and address for the record or verbally state that the address is contained on the speaker card. Each person addressing the Town Council must speak in an audible tone of voice for the record and limit his or her address to five (5) minutes, unless a lesser time is fixed for all speakers by the Presiding Officer or further time is granted by the Town Council. Each person may speak only about matters germane to business or questions under discussion by the Town Council. All questions of Town Council members shall be directed through the Presiding Officer.

Section 5. Suspension of Standing Rules. Any standing rule contained herein may be temporarily suspended for special reasons by a vote of two-thirds of all members unless such

suspension conflicts with provisions of the Charter or ordinances of the Town. No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Town Council and the adoption of the permanent change by vote of two-thirds of all members.

Article 7

Advisory Standing Committee; Other Committees

Section 1. Advisory Standing Committees; Other Committees.

(a) Advisory Standing Committees. The Town Council's advisory standing committees shall be as follows:

- (i) *Culture, Arts, and Recreation Committee.* The Culture, Arts, and Recreation Committee shall make recommendations, as assigned by the Town Council, regarding culture, arts, and recreation in the Town;
- (ii) *Finance and Budget Committee.* The Finance and Budget Committee shall be a committee of the whole composed of the five (5) Town Council members only. On or before August 31st of each fiscal year, the Finance and Budget Committee shall make recommendations to the Town Council regarding the Town Manager's proposed annual budget. The Finance and Budget Committee shall also make recommendations, as assigned by the Town Council, regarding financial reviews and internal audits, including any findings, enterprise funds, budget monitoring, and grants;
- (iii) *Economic and Community Development Committee.* The Economic and Community Development Committee shall make recommendations, as assigned by the Town Council, regarding the Town's economic and community development; and
- (iv) *Public Safety and Public Works Committee.* The Public Safety and Public Works Committee shall make recommendations, as assigned by the Town Council, regarding traffic control, rights-of-way/easements, public welfare and safety, Police and Fire Departments, code enforcement and animal control, public utility systems, infrastructure, sanitation and recycling.

The Town Manager shall assign a Town employee to assist each committee in performing its assignment and tasks. The Town Council may create additional advisory standing committees only by amending these standing rules.

(b) Additional Committees. The Town Council may form additional committees, including but not limited to, ad hoc and special committees, from time to time.

Section 2. Advisory Standing Committee Organization; Appointment of Members; Meetings; Attendance. Committee members shall be persons who meet the qualification requirements of Article 7, Section III. Except for the Finance and Budget Committee referenced in Section 1(a)(ii)

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herein, Town Council members shall not serve as committee members on an advisory standing committee but may be appointed by the Mayor to serve as a liaison to a committee. Committee members may be nominated by any member of the Town Council and shall be approved by the Town Council. Each advisory standing committee shall be composed of a minimum of three (3) members and a maximum of five (5) members. Committee members shall be appointed by the Town Council to serve a three-year term and may be reappointed to serve an additional three-year term. Each committee shall meet at least quarterly and may hold more frequent regular meetings as needed. Committee meetings may be called by the chair, vice chair, Mayor or the Town Manager as necessary and appropriate. The Town Clerk, in consultation with the committee chair, shall prepare an agenda for each committee meeting and such agenda shall be published at least seventy-two (72) hours in advance of the committee meeting. If the committee chair is unwilling or unable to call committee meetings, the vice chair may call the meeting. Generally, committees should endeavor to schedule committee meetings on days other than the Town Council regular meeting days. A committee member will forfeit their committee seat if he or she misses three (3) consecutive meetings without being excused by the chair prior to the meeting. Committees shall adhere to applicable laws and public notices in the same manner as set forth in Article III, Section 1 herein. The Town Council may prescribe specific organizational rules for other committees created by the Town Council.

Section 3. Committee Qualification Requirement. All committee members shall either (i) be permanent residents of Clay County, (ii) maintain a substantial economic business interest, or (iii) have substantial philanthropic interest as determined by the Town Council within Clay County. At least three (3) committee members shall be residents of the Town of Orange Park. Failure to establish and maintain residency within Clay County, and the Town of Orange Park as applicable or failure to maintain a substantial economic business interest or substantial philanthropic interest as determined by the Town Council within Clay County shall automatically and forthwith divest any committee member from the appointed committee and the committee seat shall be declared vacant. The appointment resolution shall designate whether the appointee is or is not a resident of Clay County and/or Town of Orange Park. If the committee appointee does not reside in Clay County, the appointment resolution shall clearly state the substantial business or philanthropic contribution of the appointee, or that these rules are being waived. Committee appointees may be requested by the Town Council to appear before the Town Council on such date that the Town Council approves the committee appointee. The committee qualification requirement may be waived by a majority vote of the Town Council.

Section 4. Quorum; Officers; Procedures. A majority of the committee shall constitute a quorum for the purpose of meetings and transacting business. Committee chairs shall be assigned by the Mayor and serve for a term of one year. Each committee shall elect a vice chairman and secretary from among its members and such other officers as the Committee deems appropriate. All committee officers shall serve for one year beginning on July 1st and ending on June 30th. Each committee may adopt, amend and repeal rules for its further organization, not inconsistent with these Standing Rules.

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Section 5. No Compensation. No committee member shall receive compensation for serving on a committee. However, a committee member may receive their actual and necessary pre-approved expenses incurred in the performance of their duties of office, including travel expense reimbursement, subject to the Town Council's prior approval.

Section 6. Committee Priorities and Assignments; Committee Reports. On or before November 1st of each fiscal year, the Town Council shall make assignments as needed to each committee in its sole discretion. Additionally, the Town Council may assign or task Council committees with additional assignments during the fiscal year. Such committee assignments shall include a description of the tasks and the deadline for the recommendation, policy, or ordinance proposal. In making committee assignments, the Town Council may consider annual budget priorities and the short-term and long-term objectives of the Town Council. Committees shall report to the Town Council no less than quarterly on the progress of the assignments assigned to the committee by the Town Council.

Section 7. Annual Training of Committee Members. The Town Manager, in consultation with the Town Attorney, shall ensure annual training is provided to advisory standing committee members on parliamentary procedures and Florida's open meetings, public records, ethics and financial disclosure laws during a advisory standing committee meeting (e.g., regular, special or workshop meeting).

Section 8. Town Council Board Appointments.

Candidates for appointment to any board created by the Town Charter or the Town Code, including, but not limited to, the Planning and Zoning, Environmental Quality, Nuisance Abatement, Historical Preservation, and Magnolia Cemetery boards, shall be governed by the applicable Town Charter and Town Code requirements.

Article 8

Public Participation and Public Electronic Participation

Section 1. Public Participation and Comment. Members of the public shall be given a reasonable opportunity to be heard on an issue before and within reasonable proximity to the time when official action is taken. Public participation and public comment are a one-way dialogue and opportunity for a member of the public to provide comments to the Town Council and is not an opportunity for the public to dialogue with the Town Council or obtain answers to questions during public participation and public comment. This opportunity to be heard is extended to all Town meetings, committees, subcommittees, boards and commissions. This section does not apply to: a) official acts taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act; b) official ministerial acts, including, but not limited to, approval of minutes and ceremonial proclamations; c) meetings exempt from Section 286.011, Florida Statutes; or d) meetings during which the board or commission is acting in a quasi-judicial capacity. The requirements of this section shall not prohibit the maintenance of orderly conduct or proper

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decorum in a public meeting by establishing guidelines regarding the amount of time an individual has to address the board or commission, prescribing procedures or forms for an individual to use indicating a desire to be heard or designating a specified period of time for public comment.

Section 2. Time Allowed and Manner of Speaking. A total of aggregate of three (3) minutes shall be allotted to each member of the public who wishes to speak on non-agenda items. Five (5) minutes shall be allotted to each member of the public who wishes to speak on any agenda item. Individuals wishing to speak during the public comment period must first fill out a speaker card and provide the completed card to the Town Clerk. Each speaker card at a minimum will include spaces for the speaker's name and address, the agenda item(s) or topic(s) the speaker wishes to address, a place to indicate his or her support, opposition, or neutrality on a proposition, and a place to designate a representative to speak for him or her or his or her group on a proposition if he or she so chooses. Each person addressing the Town Council, when called upon by the Presiding Officer, shall proceed to the place assigned for speaking and verbally state his or her name and address for the record or verbally state that the address is contained on the speaker card. Each person addressing the Town Council must speak in an audible tone of voice for the record and limit his or her address to five (5) minutes. All questions of Town Council members shall be directed through the Presiding Officer.

Section 3. Exhibits or Presentation Request During Public Comment. If a member of the public wishes to hand out copies of exhibits during their public comment time, the member shall provide the Town Clerk with no less than eight (8) copies of the exhibit(s) for the Town Council members, Town Manager, Town Attorney and Town Clerk prior to beginning to speak. If a member of the public wishes to present any files electronically on the overhead projector or via PowerPoint, the member shall provide the Town Clerk with the electronic files by no later than 5:00 p.m. on the Thursday immediately preceding the Town Council meeting. The submittal of an electronic file to the Town Clerk will not guarantee that the file will be presented to the Town Council if the Town's technology equipment will not enable the electronic file to be displayed or if the electronic file is not otherwise readable as determined by the Town Clerk.

Section 4. Public Electronic Participation. In addition to members of the public participating in public comment in person, to the greatest extent feasible and subject to availability of funds and adequate Town technology, the public will also be allowed to participate electronically (virtual, telephone or other electronic means as determined by the Town) for any required public participation under Chapter 286, Florida Statutes. Additionally, members of the public may also submit public comments to the Town Clerk to be read or included in the record via email by submitting any comments by 3:00 p.m. on the day immediately preceding the Town Council meeting. Public requests to provide comment or testimony via communications media technology due to extraordinary circumstances shall be made to the Town Clerk no later than 5:00 p.m. on the Thursday immediately preceding the Town Council meeting where the comment or testimony is to be provided.

Article 9

Minutes and Clerk

Section 1. Minutes. It shall be the duty of the Town Clerk of the Town Council, in addition to other duties prescribed by law, to keep and preserve the correct minutes of the proceedings of the Town Council. In accordance with Section 286.011, Florida Statutes, the minutes of a public meeting shall be promptly recorded, and the minutes shall be a public record open to public inspection. For purposes of this section “promptly recorded” shall mean made available within seventy-two (72) hours of the meeting or in the cases of emergencies as soon as reasonably practicable. At a minimum, the minutes shall summarize the meeting by documenting the discussion topics and any motions made during the meeting, the outcome of the motion, and each member’s vote. Proposed substantive additions or corrections to proposed minutes, other than spelling and grammatical corrections, shall, to the greatest extent feasible, be furnished in writing to the Town Clerk prior to the meeting at which approval action is scheduled. The Town Clerk shall furnish each member, the Town Attorney and the Town Manager, with a copy of all ordinances and resolutions introduced in the Town Council and a copy of the minutes of each meeting of the Town Council.

Section 2. Town Clerk. The Town Clerk shall prepare an agenda in accordance with Article 5 herein and consult with the Town Manager and the Mayor for each regular meeting of the Town Council in the order of business and furnish a copy thereof to each Town Council member, the Town Attorney and the Town Manager at least seven (7) days in advance of said regular meeting. All official meetings of the Town Council held at Town Hall in Town Council Chambers shall be recorded on an automatic recording device and preserved according to Florida retention requirements in the official records of the Town or until their destruction as specifically authorized by the Town Council.

Article 10

Town Council Orientation; Annual Training; Strategic Plan; Conduct of Members

Section 1. Town Council Orientation. The Town Manager shall ensure that within ninety (90) days of a Town Council member’s election, re-election, or appointment to elective office, the Town Manager, in consultation with the Town Attorney, shall provide orientation training to the newly appointed member on the following topics: annual budget and capital program budget procedures, collective bargaining procedures, land use and zoning, Town organizational chart and governance, the Town Charter and any other topics related to the Town as requested by the Town Council member.

Section 2. Town Council Annual Training. The Mayor, in consultation with the Town Manager and Town Attorney, shall ensure annual training is provided to the Town Council on parliamentary procedures and Florida’s open meetings, public records, ethics and financial disclosure laws during a Town Council meeting (e.g., regular, special or workshop meeting).

Section 3. Annual Strategic Plan and Community Listening Sessions. Annually, the Mayor shall coordinate the meetings of the Town Council to deliberate and discuss a Town Council Strategic Plan. The Town Council shall review and update the strategic plan and adopt the final plan by means of a resolution. Additionally, the Town Council may host community outreach and

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listening sessions (“Community Outreach and Listening Sessions”) as it deems appropriate during the fiscal year to enlist input and feedback from Town residents on important matters concerning the Town. The Town Council shall host Community Outreach and Listening Sessions regarding the annual budget in addition to any required public hearings prior to the adoption of the annual budget. To the greatest extent feasible and practicable, the Town Council shall host the Community Outreach and Listening Sessions at locations within the Town boundaries that will foster the greatest input and feedback from Town residents, subject to Florida’s Open Meetings Laws.

Section 4. Conduct of Members.

(a) Any member who is unable to attend a Town Council or Committee Meeting due to sickness or for a duly authorized reason shall notify the Town Clerk, who shall notify the Presiding Officer before the meeting.

(b) Members shall notify the Presiding Officer if it is necessary for the member to leave the meeting temporarily or permanently.

(c) While the Town Council is in session, the members shall preserve order and decorum. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the Town Council or disturb any member while speaking.

(d) No member shall speak on any question, discuss any matter, interrupt another, or make a motion without first addressing the Presiding Officer and obtaining recognition.

(e) Except for members authorized to participate electronically as provided herein, no member physically present at the meeting shall be allowed to vote on any motion or measure or gain the privilege of the floor unless the member is at his or her designated Town Council seat.

(f) No member shall be permitted to explain his or her vote during roll call but may do so for a period of not more than one minute prior to the result of the roll call being announced.

(g) Every member who is present when a question is put, unless the member is permitted to abstain from voting pursuant to state or local laws, shall vote in the affirmative or negative.

(h) Every member shall observe the code of ethics as set forth in the laws of the State of Florida and as required by the Charter of the Town or Town Code. Disclosure to the Town Council of the conflict, as required by the state law on ethics, shall be accomplished pursuant to Chapter 112, Part III, Florida Statutes, which shall include without limitation completing forms as prescribed by the State of Florida Commission on Ethics.

(if) No member shall direct the Town Manager to forward to another political subdivision or government agency communications on matters under consideration by the Town Council or its committees except where there is clear understanding of approval by the Town Council or in response to routine matters in consonance with the previous actions of the Town Council. Nothing precludes a member from initiating correspondence on Town stationery over their own signature indicating the Town Council seat they currently hold. Nothing in this rule is to be construed to

limit or restrict the Mayor acting in his or her official capacity from coordinating with the Town Manager in answering or responding to correspondence or communications related to the business of the Town.

Article 11

Ordinances; Resolutions; Public Hearings

(a) Any ordinance or resolution prepared for consideration by the Town Council shall be reviewed by the Town Attorney prior to introduction in the Town Council. All ordinances or resolutions introduced in the Town Council shall be typewritten and double spaced on eight and one-half by eleven-inch letter-size paper or legal-size paper as required. Upon request by the Presiding Officer or any member, the Town Attorney shall render an opinion to the Town Council concerning the legality of any ordinance or resolution pending before it. Every ordinance and resolution which amends prior ordinances or resolutions shall indicate words being deleted by enclosing in brackets or by strikeouts and shall include underlining of words being added to existing provisions. When underlining, bracketing, or striking out will otherwise defeat the purpose of this rule or reduce the clarity of the amending ordinance or resolution (e.g. a major substantive revision of a lengthy provision), the following may be done: Substantial rewording of text; for present text, see (reference present text).

(b) In acting upon ordinances, the ordinance shall be introduced on first reading. The Town Manager or Town Clerk shall then cause the ordinance to be published in a newspaper of general circulation in the Town, at least fourteen (14) days before the second reading, a notice of proposed enactment pursuant to and in compliance with Chapter 166, Florida Statutes. Prior to adoption, on second and final reading, a public hearing shall be held to enable members of the public to comment on the proposed ordinance. The public hearing shall follow the publication by at least seven (7) days and shall be held at a regular or special Town Council meeting. On second and final reading, an affirmative vote of the majority of the members present shall be necessary for the passage or adoption of the ordinance.

(c) The Town Council may adopt emergency ordinances in the manner specified in the Town Charter.

(d) Whenever any ordinance or resolution has been introduced for the consideration of the Town Council, and the measure failed to be adopted or passed, such measure, unless substantially changed, shall not be introduced again until the lapse of at least three months from the date of the Town Council meeting at which it failed of adoption or passage.

(e) Upon final passage, every ordinance and resolution shall be signed by the presiding officer of the Town Council and authenticated by the Town Clerk.

Article 12

Quasi-Judicial Proceedings

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Unless otherwise provided by law, quasi-judicial proceedings of the Town Council shall generally follow the process outlined below:

- i. Presiding officer announces that agenda item calls for a quasi-judicial proceeding;
- ii. Presiding officer or designee provides brief overview of quasi-judicial proceedings hearing procedures;
- iii. Council Members disclose *ex parte communications*;
- iv. Presiding officer determines if adversely affected parties are present;
- v. Swearing in of witnesses and experts, if any and as needed;
- vi. Town staff presentation (ten (10) minutes or such other time limit as approved by presiding officer);
- vii. Applicant presentation (ten (10) minutes or such other time limit as approved by presiding officer);
- viii. Open and close public hearing to allow members of the public to speak for five (5) minutes or such other time limit as approved by the presiding officer;
- ix. Five-minute rebuttal, if requested by affected parties (i.e., applicant, affected party), or such other time limit as approved by presiding officer;
- x. Town Attorney to explain Town Council actions that may be taken and applicable quasi-judicial requirements, criteria and review standards; and
- xi. Town Council deliberation, written findings, and decision.

Article 13

Miscellaneous; Amendment

Section 1. Town Council Member Request for Information, Analysis or Research.

(a) If the Town Manager, Town staff, or the Town Attorney receives a request from a Town Council member for information, analysis or research that cannot be immediately provided because staff

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time or more than one (1) hour of attorney time is required to produce an appropriate response, then the Town Manager or his or her designee or the Town Attorney shall within two (2) business days of the receipt of the request or as soon as practicable after the request, provide the Town Council member with an email or letter setting forth the specific date by which an appropriate response will be provided. If the Town Manager or Town Attorney concludes that the request is particularly cumbersome, then the Town Manager or Town Attorney shall first notify the Town Council member and, if the Town Council member desires to proceed with the request, then submit the request to the entire Town Council so that the Town Council can determine whether the staff should devote the time necessary to comply with the request.

(b) Any request from a Town Council member for information, analysis or research that requires the engagement of outside consultants shall be submitted to the entire Town Council so that the Town Council can determine whether the Town should devote the financial resources necessary to comply with the request.

Section 2. Effect of Rules. No ordinance, resolution or action duly passed, adopted or taken by the Town Council shall be held to be invalid because of failure of the Town Council to comply with or abide by any one or more of the provisions of these standing rules if such ordinance, resolution or action would otherwise be valid under the Charter or ordinances of the Town or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored.

Section 3. Amendment to Rules. These standing rules may be amended by a majority vote of the Town Council.

Section 4. Effective Date of Rules. Unless otherwise provided herein, these standing rules shall be effective as of October 1, 2026. Sections 2 and 3 of Article 7 of these standing rules regarding advisory standing committee organization, appointment of members, meetings, attendance and committee qualification requirements shall not become effective until January 1, 2027.

Adopted and Enacted by the Town Council of the Town of Orange Park: _____, 2026.



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Legislative

Item Title: Approval of Memorandum of Understanding and Agreement Between the Town of Orange Park and the Florida State Lodge Fraternal Order of Police, Lodge #144

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: • Increased personnel costs resulting from the 7.5% pay plan adjustment effective October 1, 2025.

- Potential fiscal impact from reduced pension contribution rates (offset by changes in employee contributions).
- Costs associated with updated uniform and equipment provisions.

Background Information: The Town of Orange Park and the Florida State Lodge Fraternal Order of Police, Lodge #144 ("Union"), are currently parties to a collective bargaining agreement (CBA) covering October 1, 2023 through September 30, 2026. As permitted under Article 43 of the CBA, both parties engaged in annual reopener negotiations on selected articles and have mutually agreed to amendments documented in the attached Memorandum of Understanding and Agreement ("MOU").

The amendments include the following significant updates:

1. Uniform and Equipment Provisions (Article 25)

- Updated initial uniform and equipment issue lists for patrol officers and sergeants (e.g., pants, shirts, BDU items, equipment, Glock pistol, body armor, boots, badges).
- Updated uniform issue list for dispatchers.
- Updated investigator clothing allowance to \$975 annually, paid in three installments of \$325 every four months.

2. Pension Contribution Changes

Subject to approval by the Pension Board and adoption of an ordinance amendment, the member contribution rate will be reduced from 6.5% to 3.25% of gross earnings (with exceptions for employees already contributing at 3%).

3. Bereavement Leave (Article 33)

Adds language confirming bereavement leave and leave taken concurrently with bereavement leave will be treated as pre-approved compensated leave.



4. Overtime Rules (Article 34)

Revised overtime compensation rules, including:

- Time-and-a-half for hours worked beyond standard work period.
- Leave taken with less than 7 days' notice counts against overtime, except bereavement leave.
- Shift trades will not generate overtime.
- Pre-approved compensated leave does not reduce overtime eligibility.
- Defines "pre-approved compensated leave" as leave approved at least 7 days in advance.

5. Compensatory Time (Article 34)

- Comp time awarded at the Chief's discretion, aligned with Federal Wage and Hour Law.
- Employee-requested training (not department-directed) receives comp time only.
- Carryover allowed up to 120 hours, with discretionary overage allowed in extraordinary circumstances.
- Excess comp time beyond 120 hours paid annually by last pay period in January.

6. Pay Plan Adjustment (Appendix I)

Effective October 1, 2025, all bargaining unit positions receive a 7.5% pay increase, with new pay ranges replacing Appendix I. Updated pay plan attached as Exhibit 1.

7. Promotions (Article 35)

Clarifies minimum promotional pay increases:

- Promotion from Officer/Corporal to Sergeant guarantees at least a 15% increase, or the next step in the Sergeant pay plan, whichever is greater.
- Police Chief may approve higher starting compensation when necessary to meet service needs.

8. Annual Reopener Rules (Article 43)

Each party may reopen four (4) articles by written notice between January 1 and March 31 annually; no other provisions may be negotiated during that session.

All other terms of the existing CBA remain unchanged. The MOU has been ratified by both parties, pending Council approval.

Action Requested: Approval of the Memorandum of Understanding and Agreement between the Town of Orange Park and the Florida State Lodge Fraternal Order of Police, Lodge #144, including authorization for the Town Manager and Mayor to execute the agreement.

Information Attached:

[TOP_Police - 2026.04.09 - Memorandum of Understanding and Agreement \(81800041.3\) \(002\).pdf](#)



Memorandum of Understanding and Agreement

Between

Town of Orange Park, Florida (the “Town”)

and

Florida State Lodge Fraternal Order of Police, Inc. Lodge #144 (“Union”)

This Memorandum of Understanding and Agreement (this “Agreement”) is entered into this _____ day of _____, 2026 (the “Effective Date”), by and between the Town and Union. The Town and Union are collectively referred to herein as the “Parties”.

WHEREAS, the Town and Union are parties to a collective bargaining agreement with a term of October 1, 2023 through September 30, 2026 (the “CBA”);

WHEREAS, pursuant to Article 43 of the CBA, the Town and Union, engaged in annual reopener negotiations relating to various articles of the CBA; and

WHEREAS, the Parties have concluded their annual reopener negotiations and desire to amend the CBA as set forth in this Agreement:

1. Recitals. The Parties acknowledge that the Recitals set forth above are true and accurate and are hereby incorporated by reference.

2. As of the Effective Date of this Agreement, Article 25, Section 1 of the CBA is superseded and replaced with the following provision:

Section 1

The Town will furnish to all patrolmen and sergeants, at no cost, an initial issue of the following upon employment:

Three (3) pairs of pants
Three (3) short sleeve shirts
One (1) battle dress uniform (BDU) pants – khaki
One (1) short sleeve polo type shirt – navy blue
One (1) training t-shirt
One (1) poly dress pants, one (1) poly long-sleeved dress shirt, and one (1) clip on tie
One (1) pair of boots or shoes not to exceed \$120.00
One (1) belt (leather or other material) not to exceed \$40.00
One (1) reflective raincoat
One (1) metal badge and one (1) flex badge

One (1) identification card
One (1) name plate for dress uniform
One (1) name tab for carriers
One (1) A.S.P. expandable baton
One (1) set of handcuffs and one (1) handcuff key
One (1) cannister of pepper spray
One (1) Taser
One (1) Glock 17, 47, or 45 pistol (9mm)
One (1) body armor and outer carrier
One (1) holder, holster, and case for equipment for working uniform and dress uniform as designated by the Chief of Police
All shirts will be supplied complete with Department patches as needed.

3. As of the Effective Date of this Agreement, Article 25, Section 2 of the CBA is superseded and replaced with the following provision:

Section 2

The Town will furnish to all dispatchers, at no cost, an initial issue of the following upon employment:

Three (3) pairs of pants/BDUs – khaki
Three (3) short sleeve polo type shirts – navy blue
One (1) pair of shoes or boots not to exceed \$120.00
One (1) leather or other material belt not to exceed \$40.00

4. As of the Effective Date of this Agreement, Article 25, Section 6 of the CBA is superseded and replaced with the following provision:

Section 6

The investigator shall be entitled to receive nine hundred seventy-five dollars (\$975.00) per year as a clothes allowance. Payment will be made at the rate of three hundred twenty-five dollars (\$325.00) every four (4) months.

5. Subject to approval by the Pension Board of Trustees and the Town Council's approval of an amendment to the Town's Ordinance relating to the Police Officers' Pension Plan, the member contribution rate to the Pension Fund shall be reduced from 6.5% to 3.25% of gross earnings for all members, except for those members who have reached the maximum accrual of 90% of average monthly earnings and whose contribution rate is currently 3% of gross earnings. The 3.25%-member contribution rate shall be effective as of the effective date of the amended Ordinance.

6. As of the Effective Date of this Agreement, Article 33 of the CBA is amended to include the following after Section 2:

Section 3

Bereavement Leave or any other approved leave utilized to coincide with Bereavement Leave shall be considered the same as pre-approved compensated leave.

7. Effective as of October 1, 2025, Article 34, Section 5 of the CBA is superseded and replaced with the following provision:

Section 5 – Overtime Compensation - General

Except as provided in Section 6, hours worked in an amount less than basic work period pursuant to Section 1 shall be compensated at the regular hourly rate. Hours worked in excess of the basic work period shall be compensated for at the rate of time-and-one-half (1 & ½) the employee's regular rate of pay. Provided, however, that should an employee take leave with less than seven days' notice, it will count against their overtime accumulation, with the exception of Bereavement Leave as stated in Article 33, Section 3. If an employee voluntarily switches shifts, or parts thereof, with another employee for the employee's convenience, no overtime compensation will be payable. All such shift trading must be reported to the administration and the time during which time is traded and paid back must be paid back in the current 14 day pay cycle. Pre-approved compensated leave will not affect overtime compensation, which means members would be entitled to overtime for any hours worked in excess of the actual hours worked in connection with pre-approved leave for the same 14-day work period. Holiday Leave as stated in Article 28 shall be considered pre-approved compensated leave.

For purposes of this article, pre-approved compensated leave is any leave approved at least seven (7) days prior to the date the leave will commence.

8. As of the Effective Date of this Agreement, Article 34, Section 10 of the CBA is superseded and replaced with the following provision:

Section 10 – Compensatory Time

Compensatory time may be credited at the discretion of the Chief and in accordance with applicable Federal Wage and Hour Law. Officers who request to attend training not directed by the Police

Department will be compensated with compensatory time only and not entitled to overtime compensation. Employees may carry over up to one hundred twenty (120) hours of compensatory time from one calendar year to the next calendar year. The Police Chief may, in his discretion, allow additional hours in excess of one hundred twenty (120) to be carried over to the next calendar year in extraordinary situations. Any compensatory time in excess of one hundred twenty (120) hours will be paid to the employee once a calendar year on or before the last pay period in January of the following calendar year.

9. Effective October 1, 2025, the pay scale for all bargaining unit employees covered by the CBA, as identified in Appendix I of the CBA, shall be increased by seven and a half percent (7.50%). The new pay ranges in effect as of October 1, 2025, are identified in Exhibit 1 attached to this Agreement, and shall supersede Appendix I of the CBA.

10. As of the Effective Date of this Agreement, Article 35, Section 2 of the CBA is superseded and replaced with the following provision:

Section 2

Except as provided herein, original appointment to the classification of Patrolman, Investigator, Sergeant, Dispatcher and Supervisor shall be made at the entrance rate and advancement from the entrance rate to the maximum rate shall be by successive percentage increases as set forth in attached Appendix I. An employee obtaining a promotion from the rank of Officer/Corporal to Sergeant will receive at least a 15% wage increase to their base salary or the next step in the Sergeant pay step plan, whichever is greater. The Police Chief may approve initial compensation at a higher rate than the minimum rate in the range for the position classification when the needs of the service make such action necessary. Such decision shall not be subject to the grievance or arbitration provisions of this Agreement.

11. As of the Effective Date of this Agreement, the second paragraph in Article 43 is superseded and replaced with the following provision:

Each party shall have the right to reopen four (4) Articles of its choice. If either party desires to reopen, it may do so by giving the other party written notice to that effect no earlier than January 1 nor later than March 31 of each calendar year. No other item or provision of this Agreement shall be a proper subject for bargaining during such bargaining session.

12. All of the other terms set out in the CBA that are not expressly modified herein, including all attached letters or memoranda of agreement or understanding and/or grievance resolutions, shall continue in full force and effect.

13. This Agreement has been ratified by the Parties.

14. This Agreement may be executed in counterparts, each of which is an original, and all of which together constitutes only one agreement between the Parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Florida State Lodge Fraternal
Order of Police, Inc., Lodge # 144**

Town of Orange Park, Florida

By: _____
Mark Leone
Labor Representative
Fraternal Order of Police Inc.

By: _____
Joe Taylor
Town Manager

By: _____
Samantha Frehulfer
President
Fraternal Order of Police
Orange Park Lodge #144

By: _____
Randy Anderson
Mayor

Exhibit 1
Pay Plan
Effective October 1, 2025

Position	Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Dispatcher	DISP	\$45,580.00	\$47,818.15	\$50,190.68	\$52,285.85	\$54,486.38	\$55,757.03	\$57,062.08	\$58,402.60	\$59,780.75	\$61,196.53	\$62,941.25	\$64,145.25	\$65,731.95
	Hourly Rate	\$21.913462	\$22.989495	\$24.130132	\$25.137428	\$26.195373	\$26.806262	\$27.433690	\$28.078173	\$28.740745	\$29.421406	\$30.260216	\$30.839063	\$31.601899
Patrol Officer	OFC	\$53,974.68	\$56,717.00	\$59,138.98	\$61,682.43	\$64,352.73	\$66,035.10	\$69,500.90	\$71,338.08	\$73,230.08	\$75,179.05	\$76,517.43	\$77,882.68	\$79,274.80
	Hourly Rate	\$25.949363	\$27.267788	\$28.432200	\$29.655012	\$30.938810	\$31.747644	\$33.413894	\$34.297151	\$35.206767	\$36.143774	\$36.787224	\$37.443594	\$38.112885
Sergeant	SGT	\$68,177.58	\$71,771.30	\$74,945.78	\$78,279.35	\$81,779.55	\$83,984.38	\$88,527.33	\$90,935.33	\$93,415.35	\$95,969.55	\$97,722.88	\$99,511.68	\$101,335.95
	Hourly Rate	\$32.777680	\$34.505433	\$36.031623	\$37.634303	\$39.317091	\$40.377103	\$42.561214	\$43.718906	\$44.911226	\$46.139207	\$46.982151	\$47.842151	\$48.719207



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Public Works

Item Title: Approval of Change orders for Septic to Sewer Grant Project

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: \$23,300.00 - Extend Water Service GL# 405-60-53300-63158; Available Balance \$25,136.28
\$23,000.00 - Septic to Sewer Conversion GL# 405-60-53500-65027; Available Balance \$801,274.70

Background Information:

As of March 31, 2026, thirteen addresses have been successfully completed and are now in service under the TOP-STS project.

The project has incurred Change Orders totaling 10.77%, which is above the initial Town Manager approval threshold. These adjustments are attributed to the following critical infrastructure additions:

- The installation of an additional lift station and grinder pump for a property on Carnes Street to facilitate its inclusion in the current project phase.
- The establishment of two potable water service connections for properties requesting municipal water integration during the septic-to-sewer conversion.

In accordance with prior Council direction, the Town will subsidize the costs associated with the water connections and will be funded independently of the grant.

Action Requested: Staff recommends the Town Council approve Change Orders totaling \$46,300.00 and authorize Crabtree to proceed with the completion of work for Phase II of the Septic to Sewer Grant project.

Information Attached:

[00681 - WORK CHANGE DIRECTIVE 3.pdf](#)
[00681 - WORK CHANGE DIRECTIVE 2.pdf](#)
[00681 - WORK CHANGE DIRECTIVE 1.pdf](#)



SECTION 00681

WORK CHANGE DIRECTIVE

No. 3

PROJECT: **SEPTIC TO SEWER PHASE 2A RESIDENTIAL IMPROVEMENTS**

DATE OF ISSUANCE: 04/13/2026

EFFECTIVE DATE: 04/13/2026

OWNER: **Town of Orange Park**

OWNER's Contract No: **24006766.00**

CONTRACTOR: **Crabtree Plumbing, Inc.** ENGINEER: **Crawford, Murphy, & Tilly (CMT)**

You are directed to proceed promptly with the following change(s):

Description: Bore 1" Poly water service from meter to side of house. Will pipe water line in garage to tie into existing water service to home from well. Will have to cut driveway 5'x5' where bore terminates near house. Will pour back concrete. Install 1" Backflow at meter.

Purpose of Work Change Directive: 642 Nelson Water Service

Attachments: Crabtree Plumbing Proposal

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change is
Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other _____

Estimated **increase** (**decrease**) in Contract Price:
\$ 13,000

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

REVIEWED:



Paul Ina, P.E., Crawford, Murphy, & Tilly (CMT)
Engineer

Method of determining change in
Contract Times:

☐ Contractor's records

☐ Engineer's records

☐ Other _____

Estimated **increase** (**decrease**) in Contract Times
Substantial Completion: _____ days;
Ready for final payment: _____ days.
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

ACCEPTED AND AUTHORIZED:

Town of Orange Park (Print Name)

By: _____
(Authorized Signature)

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CRABTREE PLUMBING, INC

2351 Urban Rd.
Jacksonville, FL. 32210
Phone: 904-384-4604

3/24/2026

To: Town of Orange Park
Attn: Eric Sanders
From: Jeff Crabtree
Subject: 642 Nelson Water Service
Bid Date: Monday, February 23, 2026

Scope of Work: We propose to furnish all necessary labor and material required to complete the plumbing system per code, plans and specifications for the sum of: **\$ 13,000.00**

Bore 1" Poly water service from meter to side of house. Will pipe water line in garage to tie into existing water service to home from well.
Will have to cut drive way 5'x5' where bore terminates near house.
Will pour back concrete
Install 1" Backflow at meter

Add \$520 for bond

Please call with any questions or concerns

SECTION 00681

WORK CHANGE DIRECTIVE

No. 2

PROJECT: **SEPTIC TO SEWER PHASE 2A RESIDENTIAL IMPROVEMENTS**

DATE OF ISSUANCE: 04/13/2026

EFFECTIVE DATE: 04/13/2026

OWNER: **Town of Orange Park**

OWNER's Contract No: **24006766.00**

CONTRACTOR: **Crabtree Plumbing, Inc.** ENGINEER: **Crawford, Murphy, & Tilly (CMT)**

You are directed to proceed promptly with the following change(s):

Description: Install new Lift Station supplied by town of orange park. Install Power to lift station. All required dewatering. Will Pump out septic tank and fill with flowable fill to prevent any damage to pool. Sod any grass that is disturbed in construction.

Purpose of Work Change Directive: 2037 Carnes St Lift Station

Attachments: Crabtree Plumbing Proposal

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change is
Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Other _____

Estimated **increase** (**decrease**) in Contract Price:
\$ 23,000

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in
Contract Times:

☐ Contractor's records

☐ Engineer's records

☐ Other _____

Estimated **increase** (**decrease**) in Contract Times
Substantial Completion: _____ days;
Ready for final payment: _____ days.
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

REVIEWED:



Paul Ina, P.E., Crawford, Murphy, & Tilly (CMT)
Engineer

ACCEPTED AND AUTHORIZED:

Town of Orange Park (Print Name)

By: _____
(Authorized Signature)

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CRABTREE PLUMBING, INC

2351 Urban Rd.
Jacksonville, FL. 32210
Phone: 904-384-4604

3/24/2026

To: Town of Orange Park
Attn: Eric Sanders
From: Jeff Crabtree
Subject: 2037 Carnes
Bid Date: Monday, February 23, 2026

Scope of Work: We propose to furnish all necessary labor and material required to complete the plumbing system per code, plans and specifications for the sum of: **\$ 23,000.00**

Install new Lift Station supplied by town of orange park.
Install Power to lift station
All required dewatering
Will Pump out septic tank, and fill with flowable fill to prevent any
Damages to pool
Sod any grass that is disturbed in construction

Add \$920 for Bond

Please call with any questions or concerns

SECTION 00681

WORK CHANGE DIRECTIVE

No. 1

PROJECT: **SEPTIC TO SEWER PHASE 2A RESIDENTIAL IMPROVEMENTS**

DATE OF ISSUANCE: 04/13/2026

EFFECTIVE DATE: 04/13/2026

OWNER: **Town of Orange Park**

OWNER's Contract No: **24006766.00**

CONTRACTOR: **Crabtree Plumbing, Inc.** ENGINEER: **Crawford, Murphy, & Tilly (CMT)**

You are directed to proceed promptly with the following change(s):

Description: Run new 1" PVC Sch 80 Water Line from meter, with 1" Backflow, to house. Connect house to city water. Disconnect well with a hose bib for irrigation. Will Sod where yard is disturb.

Purpose of Work Change Directive: 2417 Dogwood Lane Water Service

Attachments: Crabtree Plumbing Proposal

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change is
Contract Price:

- ☐ Unit Prices
- ☒ Lump Sum
- ☐ Other _____

Estimated **increase** (**decrease**) in Contract Price:
\$ 10,300

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

REVIEWED:



Paul Ina, P.E., Crawford, Murphy, & Tilly (CMT)
Engineer

Method of determining change in
Contract Times:

- ☐ Contractor's records
- ☐ Engineer's records
- ☐ Other _____

Estimated **increase** (**decrease**) in Contract Times
Substantial Completion: _____ days;
Ready for final payment: _____ days.
If the change involves an increase, the estimated Times are not to be exceeded without further authorization.

ACCEPTED AND AUTHORIZED:

Town of Orange Park (Print Name)

By: _____
(Authorized Signature)

END OF SECTION 00681

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CRABTREE PLUMBING, INC

2351 Urban Rd.
Jacksonville, FL. 32210
Phone: 904-384-4604

3/24/2026

To: Town Of Orange Park
Attn: Eric Sanders
From: Jeff Crabtree
Subject: 2417 Dogwood Lane Water Service
Bid Date: Monday, February 23, 2026

Scope of Work: We propose to furnish all necessary labor and material required to complete the plumbing system per code, plans and specifications for the sum of: **\$ 10,300.00**

Run new 1" PVC Sch 80 Water Line from meter, with 1" Backflow, to house. Connect house to city water. Disconnect well with a hose bib for irrigation.

Will Sod where yard is distrubed.

Add \$412 for bond

Please call with any questions or concerns



Town of Orange Park Agenda Memorandum

To: Town Council
Agenda Date: May 5, 2026
Submitting Department: Public Works

Item Title: Odyssey Manufacturing Sodium Bisulfite Conversion for Ash Street Wastewater Treatment Plant

Check one:

☐

Consent Agenda

☒

Regular Agenda

Financial Impact if Applicable: \$38,140.00 - Sewer Plant Improvements GL#405-60-53500-63127; available balance \$286,562.63

Background Information: The Ash Street WWTP currently utilizes a high-pressure sulfur dioxide gas system for effluent de-chlorination. This technology is becoming obsolete; currently, our facility is one of only two wastewater treatment plants in the State of Florida still operating this specific type of high-pressure system.

The transition to a liquid-based system is driven by two critical factors:

Supply Chain Viability: Sulfur dioxide cylinders are no longer available from suppliers within Florida. As the industry moves toward safer alternatives, these gas cylinders will eventually phase out of production entirely, posing a significant risk to our regulatory compliance and operational continuity.

Safety and Operations: Sulfur dioxide is a hazardous, high-pressure gas that requires stringent handling protocols and specialized emergency response equipment. Sodium bisulfite is a liquid alternative that is inherently safer for plant personnel to handle and significantly easier to manage within daily operations.

Current cost annually for sulfur dioxide is approximately \$9,900.00 and the estimated annual cost for sodium bisulfide will be approximately \$10,700.00. This is a nominal rise in relation to the increased safety for personnel and ease of use for the product.

Elite (Supplier) charges \$3.25 per gallon.

Sentry (Supplier) charges \$3.50 per gallon

Odyssey is providing at \$3.02 per gallon (allowing the Town to piggyback Manatee County's contract).

The Town currently piggybacks the Bay County Utilities Contract #20-55 approved by Council on 10/7/2025.



Action Requested: Staff recommends the approval of this conversion due to substantial improvements to workplace safety, the elimination of high-pressure gas hazards, and the long-term security of our chemical supply chain.

Information Attached:

[Sole Source Form Odyssey MFG May 5 2026.pdf](#)

[Odyssey Letter Sodium Bisulfite Conversion.pdf](#)



Town of Orange Park
Non-competitive Purchase Justification

When a request is made for a non-competitive purchase, the requesting department must complete this form.

Product: Sodium Bisulfite Conversion Vendor/Brand: Odyssey Manufacturing, Co.

Estimated Dollar Amount: \$ 35,880 Term: N/A

Requesting Department: Public Works Department

If there is an existing/previous contract with the vendor, please attach.

Please check all applicable categories below and provide additional information where indicated:

1. ☒ The requested product has unique design and/or performance specifications or quality requirements that are not available in comparable products.

Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If not, explain why not. If yes, list suppliers and explain why their products do not meet the department's needs.

All market research was previously conducted and available for distribution upon request.

2. ☐ The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____ Manufacturer/Model #: _____

Current Estimated Value: _____ Equipment Age: _____

3. ☐ The product requested is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding. Estimated cost for retraining:

4. ☒ The Department has standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate including the cost of the investment in the standardized product as well as the estimated cost associated with changing to a different product.

5. ☐ Repair/maintenance service is available only from manufacturer or designated service representative.

6. ☐ Upgrade to or enhancement of existing software is available only from manufacturer.

7. ☐ Service provided by the vendor is unique. Therefore, competitive bids are not available or applicable. Describe the unique qualifications, rights, licenses, etc. this vendor possesses and the distinctive service to be provided.

8. ☒ Competitive purchase is not feasible. Explain the reasons, circumstances, or conditions that prevent this purchase from competitive solicitation.

Department Signatures

I am aware of Town procedures for competitive purchasing and certify that the above information is accurate to the best of my knowledge.



Requestor: _____



Department Director: _____

Print name: _____ Kyle Croce _____

Print Name: _____ Kyle Croce _____

Procurement Justification and Operational Analysis

We are planning to transition our operations from purchasing gas-based sodium hypochlorite to an SO₂ liquid-based system. As part of this change, we are requesting approval to use Odyssey Manufacturing Co. as the vendor to supply and install the complete SO₂ gas-to-liquid system at our treatment plant.

Odyssey Manufacturing Co. is already the Town's established chemical supplier and is deeply familiar with our facility's existing layout, configuration, piping, delivery requirements, and operational needs. This familiarity is a significant advantage because it reduces installation time, minimizes system integration issues, and eliminates the learning curve that any new contractor would face. As a result, Odyssey will be the most cost-effective option by a wide margin, which is important for Council consideration.

From an environmental and safety perspective, the long-term plan to convert from SO₂ gas to sodium bisulfite (a liquid) offers substantial benefits. Sodium bisulfite systems eliminate the hazards associated with pressurized toxic gas storage and handling. The liquid-based system is easier to contain, dose, and control, which reduces the risk of any off-site impacts in the event of a leak or equipment failure. It also simplifies regulatory compliance, as SO₂ gas systems typically require more extensive safety controls and reporting.

Odyssey Manufacturing Co. is uniquely qualified for this work. They currently handle about 70 percent of sodium bisulfite supplies in Florida and specialize in this type of system. They are local, which simplifies maintenance, response, and long-term support. Odyssey will be able to manage 100 percent of the conversion, including installation of the SO₂ liquid equipment and replacement of the chemical storage tanks. Because they know our system and already supply the chemical, they can complete the project more efficiently and at a lower cost than any other vendor.

Odyssey is a trusted and proven partner for this specialized function, and selecting them ensures the safest, most reliable, and most cost-effective approach for the facility.

These savings do not include additional indirect benefits, such as reduced vehicle usage, fuel consumption, equipment wear, or the ability to reassign staff to higher-priority operational and maintenance tasks. Over the life of the liquid system, the reduction in labor requirements is expected to result in significant long-term operational efficiencies and cost avoidance for the Town.

SAFETY AND REGULATORY IMPACT STATEMENT

Transition to SO₂ Liquid-Based System and Future Conversion to Sodium Bisulfite

1. Purpose and Scope

This statement evaluates the safety, environmental, and regulatory impacts of transitioning from the current gas-based sodium hypochlorite operation to an SO₂ liquid-based system, with a planned long-term conversion to a sodium bisulfite liquid neutralization system. It also assesses the selection of Odyssey Manufacturing Co. as the installation and supply partner.

2. Safety Impact Assessment

2.1 Reduction of Hazardous Gas Risks

- Eliminating reliance on high-pressure toxic gas cylinders significantly reduces the potential for acute release events.
- Liquid-based SO₂ systems are inherently less volatile than gas-handling systems and easier to isolate, contain, and control.
- Sodium bisulfite—used in the future conversion—is nonpressurized, nonvolatile, and significantly safer to store and handle than SO₂ gas.

2.2 Containment and Spill Control Advantages

- Liquid systems allow the use of secondary containment, double-walled tanks, and leak-detection sensors that are not possible with compressed-gas cylinders.
- Any release is limited to a contained liquid spill rather than a vapor cloud capable of migrating off-site.

2.3 Operational and Worker Safety Improvements

- Reduces the number of personnel activities involving hazardous-gas cylinder changeouts.
- Lowers PPE requirements and operator exposure risk.
- Simplifies emergency response procedures and reduces the potential severity of incidents requiring outside agency involvement.

3. Regulatory Impact Assessment

(Note: Regulations may vary by state; this section reflects typical EPA/OSHA frameworks relevant to Florida public utilities.)

3.1 OSHA and EPA Hazardous Chemical Thresholds

- SO₂ gas systems often fall under stricter regulatory oversight, including OSHA Process Safety Management (PSM) applicability and EPA Risk Management Program (RMP) thresholds.
- Transitioning to a liquid SO₂ system, and eventually to sodium bisulfite, reduces regulatory complexity and may remove the facility from certain high-hazard classifications.
- Decreased inventory of toxic gas minimizes reporting burdens under EPCRA Tier II and TRI requirements.

3.2 Transportation and Storage Compliance

- Sodium bisulfite is not subject to the same Department of Transportation (DOT) hazard requirements as SO₂ cylinders.
- On-site storage inspections are simpler due to reduced pressure-related risks and fewer gas-handling controls.

3.3 Environmental Protection Considerations

- Liquid systems reduce the likelihood of off-site migration of hazardous vapors.
- Lower environmental liability in the event of a release due to the contained nature of liquid systems.
- Supports compliance with Florida DEP air-quality regulations by decreasing potential airborne toxic releases.

4. Vendor Selection and Regulatory Justification

4.1 Use of a Qualified, Specialized Contractor

Odyssey Manufacturing Co. is the recommended provider due to:

- Extensive familiarity with our current configuration, piping, storage, and delivery arrangements.
- Experience handling approximately 70% of sodium bisulfite supply operations within Florida.
- Specialized knowledge of SO₂ and bisulfite systems, reducing installation risks and regulatory pitfalls.
- Local operations within Florida, ensuring rapid support, maintenance, and compliance assistance.

4.2 Minimization of System Integration Risk

- Using a vendor already familiar with the facility reduces the chance of installation errors, delays, and compliance deviations.
- Any alternate vendor would require a system learning phase, increasing risk exposure and installation cost.

4.3 Cost-Effectiveness for Council Consideration

- Odyssey's existing operational knowledge makes them the lowest-cost and lowest-risk option.
- Reduced engineering, onboarding, and troubleshooting costs compared to outside vendors.
- Their ability to manage 100% of the conversion—including system installation and tank replacement—limits the need for multiple contractors, simplifying compliance documentation.

5. Conclusion

Transitioning to a liquid-based SO₂ system, with long-term conversion to sodium bisulfite, provides clear and substantial improvements in operational safety, environmental protection, and regulatory compliance. Selecting Odyssey Manufacturing Co. as the installation and supply partner is both the safest and most cost-effective approach due to their expertise, local presence, and established working knowledge of our system.



September 22, 2025

Mr. Brandon Hoffman
Utility Superintendent
City of Orange Park
700 Ash Street
Orange Park, FL 32073

Re: **TOWN OF ORANGE PARK ASH STREET WASTEWATER TREATMENT
PLANT - SODIUM BISULFITE CONVERSION**

Dear Brandon,

As a follow-up to my site visit, the purpose of this letter is to provide recommendations and a proposal for a "total services" solution to convert the de-chlorination system at the Town of Orange Park Ash Street Wastewater Treatment Plant (WWTP) from sulfur dioxide to sodium bisulfite. As we discussed, the existing de-chlorination system is a high pressure gas and thus dangerous, and most of the Florida utilities have converted for these reasons. In addition, sulfur dioxide cylinders are no longer repackaged in Florida and there is only one supplier left outside Florida who serves the Florida marketplace.

As you may know, Odyssey Manufacturing Co. ("Odyssey") is a licensed plumbing and general contractor who specializes in chemical system design, permitting, installation and service work. We have installed over 3,500 chemical systems in Florida and done equipment installation and maintenance services for most of the utilities in Florida including the Town of Orange Park. We are the only licensed contractor in Florida who specializes in chemical system work. Additionally, we are the only entity in Florida who stocks all the various chemical feed equipment used by the utility industry including tanks, feed pumps and specialty piping materials. We are the only entity in Florida who can provide 24/7 response and have demonstrated a very high level of service to the utilities in Brevard County over the years. We propose to do the following work at the Town of Orange Park's WWTP under a piggyback arrangement using the City of Pompano Beach's chemical system construction and maintenance contract.

Background Information

Over the past twenty years, all but two plants (Holly Hill and Orange Park) in Florida have switched to sodium bisulfite for safety, security and economic reasons (therefore it is only a matter of time before no one sells it anymore). We have converted most of these plants to sodium bisulfite and find it to be a superior solution both in terms of safety and operational ease. For example, we have converted or installed bisulfite systems at the City of Arcadia Discharge Facility, City of Flagler Beach WWTP, City of Largo WWTP, Hillsborough County Dale Mabry WWTP, City of Sarasota WWTP, City of Bradenton WWTP, City of Altamonte Springs WWTP, City of Bunnell WWTP, City of Mulberry WWTP, City of Neptune Beach

WWTP, City of Palm Coast WWTP, City of Palmetto WWTP, Utilities, Inc. Wekiva WWTP, Camp Blanding WWTP, Cedar Key WWTP, Sarasota County Siesta Key WWTP, City of Plant City WWTP, City of Edgewater, City of Tarpon Springs, City of Dunedin, City of Apalachicola, City of Jacksonville Beach WWTP (I/P), City of Cape Canaveral WWTP, City of Cocoa Beach WWTP, Brevard County South Beaches WWTP, Brevard County Barefoot Bay WWTP, City of Dunedin WWTP, Lee County Fiesta Key WWTP, City of Port Orange WWTP, City of Altamonte Springs WWTP, City of Panama City Beach WWTP (I/P), GRU Main Street WWTP, and City of Clearwater Marshall Street and East WWTP's just to name a few. For these reasons because there are so few customers, sulfur dioxide cylinders are no longer repackaged in Florida and instead are repackaged and shipped in from out of state. Reliable future availability is a major concern.

As discussed in White's Handbook of Chlorination and Alternative Disinfectants, sodium bisulfite (NaHSO_3) is a white powder purchased in solution and is used as a de-chlorinating agent. One gallon of a 38% solution is equal to 2.17 lbs. of sulfur dioxide (White, p. 1065). Other chemical manufacturers put this number at around 2.5 lbs. of sulfur dioxide for each gallon of sodium bisulfite. Based on our experience, we have found that 2.2 lbs. of sulfur dioxide for each gallon is a good thumb-rule. The pH of sodium bisulfite runs about 3.0 to 5.0. Like sulfur dioxide it tends to lower pH and for each part of chlorine consumed it will remove 1.38 mg/L of alkalinity vs. 2.8 mg/L for sulfur dioxide. Overall, there will not be any change in the finished water pH. Like sulfur dioxide, the excess sodium bisulfite can theoretically consume oxygen and DO levels. Thus, Orange Park would need to monitor these parameters downstream at the discharge point as is currently being done with the sulfur dioxide use. The sodium bisulfite has an infinite shelf life!

Cost Impact

The Town of Orange Park uses approximately one 150# cylinder per week which works out to be 52 cylinders per year. The cost of each cylinder is approximately \$190.64 (based on your last bill) for an annual cost of \$9,913.04. This sulfur dioxide usage equates to approximately 3,555 gallons. Using Manatee County's sodium bisulfite price of \$3.02 per gallon this equates to an annual cost of \$10,736. Thus, the chemical costs are comparable.

On the other hand, the Chlorine Institute guidelines for handling 150# cylinders containing dangerous gases require three personnel suited up with Scott Air Packs to change out a cylinder. The Town of Orange Park doesn't even have any Scott Air Packs, nor do they do annual physicals and gas mask face fits for their utility personnel. The cost to purchase three Scott Air Packs would be about \$18,000.

Description of Existing Operations

The Town of Orange Park WWTP is permitted for 2.5 MGD and the average daily flow is about 800,000 – 850,000 gpd. During periods of high rains, the collection system has a significant amount of infiltration and peak flows can reach 1.2 MGD. The effluent from the WWTP is pumped to either a re-use system or to the St. Johns River. The existing sulfur dioxide automatically comes on if the pumps to the river are energized. The feed rate is manually set by the operators. The existing sulfur dioxide system is fed from a 10' x 12' x 10' tall concrete building housing the sulfonators and the on-line cylinders which is adjacent to the outfall injection point. The building has a portable eye rinse kit but no safety shower/eyewash. The

building should have an eyewash/safety shower system no matter what chemical is being fed. The plant is averaging one cylinder per week of sulfur dioxide usage.

Overview of the Proposed Conversion Project

The first step is that Odyssey would do a Florida Department of Environmental Protection (FDEP) Minor Modification to the existing WWTP permit. Once the permit is approved (typically takes about 2 – 3 weeks), Odyssey could perform the work. The work consists of demolishing the existing sulfur dioxide system and replacing it with a new 1,050-gallon double-walled tank, two new Stenner chemical feed pumps, piping from the tank to the feed equipment, and piping from the feed pumps to the existing injection point. As part of the work, we would install an eyewash/safety shower inside the door of the Sulfur Dioxide Building and run a 1" potable water line from the nearest point (drying beds). Additionally, Odyssey would install a recirculation system to prevent the chemical from crystallizing or freezing in cold weather.

Odyssey would also furnish and install a recirculation pump which can be turned on if the temperature drops down less than 45 degrees Fahrenheit (the bisulfite will crystallize at 40 degrees F). This pump would be run continuously when we get a cold spell. Odyssey proposes that once the system is operational, the Town of Orange Park would exercise the recirculation pump for four hours once per month.

Scope of Work Details

As part of its proposal for the permanent sodium bisulfite system, Odyssey Manufacturing Co. agrees to provide the following services.

- [Design and Engineering] Odyssey will furnish and supply the engineering and design services to obtain the FDEP Minor Modification permit for the proposed sodium bisulfite system. Our pricing includes the \$500 FDEP permit fee.
- [O&M Manuals] Odyssey agrees to take responsibility for furnishing and preparing the FDEP required O&M manuals and record drawings.
- [Demolition of Existing Piping and Equipment] Odyssey will remove the existing sulfur dioxide cylinders, piping and equipment.
- [Bulk Storage Tank/Containment] Furnish and install one *double-walled* Assmann HDLPE 1,050-gallon tank inside the Sulfur Dioxide Building. Based on an average consumption of 10 gpd when the plant is going to the River this equates to about 105 days of on-site storage (using thumb-rule that one gallon of sodium bisulfite equals 2.2 pounds of sulfur dioxide gas). The tank is 76" in diameter and 87" tall. The garage door opening is 88" wide and is 92" tall so the tank will easily fit inside the building. The tank will have a 3" vent which we will core drill the building wall and run outside the building, a 2" hard-piped fill line, a 1" supply line to the chemical feed equipment and a ½" Schedule 40 clear PVC sight-glass. The tank will have a 24" pop-up manway. All piping would be Schedule 80 PVC. All valves would be Asahi Type 21 true union ball valves with viton o-rings. All connections would be socket-welded except for the bulkhead fittings on the tank (vent and fill line) and the bottom fitting which would be stainless steel bolted flanged connections with viton gaskets. The tank is expected to last about 12 to 14 years.
- [Chemical Feed Equipment] Odyssey will furnish and install the chemical feed equipment and related piping inside the Sulfur Dioxide Building. Odyssey proposes to furnish and install two

Stenner S3405 peristaltic feed pumps rated for 85 gpd@25 psi. The pumps will be mounted on two welded PVC shelves. These are the same pumps you are currently using for your hypochlorite system at the WTP and the ones you desire to switch to at the WWTP. We can supply any brand pump you desire, however. There will be a 1" feed header to the pumps that will have an isolation valve, calibration column and a Y-strainer. Each pump will have inlet and outlet isolation valves and flushing connections. The discharge header will have a backpressure valve and a pressure gage on an isolation valve. The pumps have the following features for future tie-in to SCADA from the HOA Panel: (1) Pump trouble; (2) Pump run; (3) Remote start/stop; (4) 4/20 ma input; and (5) 4/20 ma output. The 4/20 ma signal is scalable on the pumps. The pumps can work in the manual mode (as you are currently doing) or automatic mode using a 4/20 ma signal (any 4/20 ma input signal from can be used to regulate the pump's feed rate utilizing either the residual, flow-rate, a combination of residual or flow-rate using a controller). The outlet piping will go to the injection point and back to the storage tank to be able to periodically run and test the system. All piping will be ½" Schedule 80 PVC except the inlet header which shall be 1" and all valves will be Asahi Type 21 true union ball valves with viton O-rings.

- [Electrical] Odyssey will run rewire the 120 VAC power supply to the existing solenoid valves to a new outlet. The pumps would plug into this outlet and turn on and off when the WWTP is discharging to the river. We will also install a "hot" outlet so the feed pumps could be run in the manual mode to test the system or to perform maintenance checks.
- [Injection Piping] Odyssey proposes to remove the water solution piping inside the Concrete Building including the rotameters. The bisulfite would be fed neat. We would run new ½" PVC tubing inside 3" Schedule 80 containment pipes to the existing injection point about 110' away. The tubing would transition to hard piping inside a NEMA 4X box at each end. The end of the injection line would contain two isolation valves, a check valve and an injection quill. All outside piping would be painted yellow with red bands. We would feed the bisulfite just before the "waterfall".
- [Eyewash/Safety Shower] Odyssey will furnish and install a combination eyewash/safety shower just inside the east doorway of the Sulfur Dioxide Building. Since it is inside, we won't have to worry about freeze protection. Odyssey will run a 1" potable water supply line from the nearest source which is most likely by the drying beds. We will also install a hose bib on the potable water line inside the building.
- [Startup Services & Training] Odyssey will also provide unlimited startup services and training for all operators for \$500.
- [Recirculation Pump] Odyssey will furnish and install a Finnish Thompson DB-6 mag drive pump with 1" inlet and outlet piping on the concrete pad adjacent to the tank and a control panel to start and stop the pump. We will use an existing dedicated 20-Amp breaker for this pump. The Control Panel will have a thermostat to automatically circulate the chemical when the HOA switch is in the "AUTO" position.

Cost

The cost to do the proposed scope of work will be \$35,880. We would suggest that payment for any installation work be done after completion of the work and startup of the system (e.g., no "draws", down payments or progress payments are required) on a NET 30 basis.

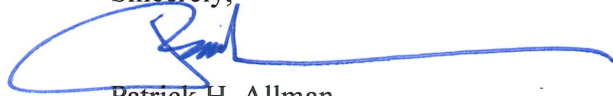
Engineering, Design, Project Mgt		\$ 2,530
• 14 hrs. Engineering @\$120/hr	(\$1,680)	
• 4 hrs Helper (Engineering Aide) @\$60/hr	(\$240)	
• Miscellaneous Materials (includes 20% markup)	(\$110)	
• FDEP Permit Fee	(\$500)	
O&M Manuals		\$ 550
• 3 hrs. Engineering @\$120/hr	(\$360)	
• 4 hrs Helper (Engineering Aide) @\$60/hr	(\$240)	
• Miscellaneous Materials (Includes 20% markup)	(\$50)	
Demolition		\$ 825
• Dumpster Fee	(\$0 – By Orange Park)	
• 5 hrs Technician@\$105/hr	(\$525)	
• 5 hrs Helper@\$60/hr	(\$300)	
Chemical Tank/Containment/Piping/Fittings		\$11,580
• 1 – 1,050-gallon HDLPE Tank (Incl. 20% mark-up)	(\$7,120)	
• Lot – Tank Shipping	(\$1,200)	
• Lot – Piping, Valves, Pipe Supports (Incl. 20%)	(\$1,100)	
• 16 hrs Technician@\$105/hr	(\$1,680)	
• 8 hrs Helper@\$60/hr	(\$480)	
Feed Equipment		\$ 3,915
• 2 – Stenner S3405 Peristaltic Pumps@\$950	(\$1,900)	
• 2 – PVC Shelves@\$175	(\$350)	
• 1 – 500 ml Calibration Column	(\$125)	
• Miscellaneous Parts (includes 20% markup)	(\$550)	
• 6 hrs Technician@\$105/hr	(\$630)	
• 6 hrs Helper@\$60/hr	(\$360)	
Electrical/Control Wiring Hookups		\$ 1,510
• Electrical Materials (Includes 20% markup)	(\$460)	
• 10 hrs Technician@\$105/hr (Odyssey)	(\$1,050)	
Injection Piping		\$ 5,120
• Lot – Piping, Valves, Pipe Supports (incl. 20%)	(\$3,200)	
• 12 hrs Technician@\$80/hr	(\$960)	
• 24 hrs Helper@\$40/hr	(\$960)	
Eyewash/Safety Shower/Potable Water Line		\$ 3,270
• Lot – Piping, Valves, Pipe Supports (incl. 20%)	(\$400)	
• 12 hrs Technician@\$80/hr	(\$960)	
• 24 hrs Helper@\$40/hr	(\$960)	
• 1 – Guardian 1902 Safety Shower/Eyewash	\$\$950)	
• RePaving/Asphalt Work	(\$0 – By Orange Park)	
Startup and Training		\$ 630
• 6 hrs Technician@\$105/hr	(\$630)	
Recirculation Pump		\$ 5,950
• Finnish Thompson DB6 pump (includes 20% markup)	(\$1,700)	
• Control Panel (Includes 20% markup)	(\$3,900)	
• Miscellaneous Materials	(\$350)	

Schedule

The FDEP permit typically takes about four weeks for approval once it is submitted and the work is expected to take one week on-site. In parallel with doing the FDEP permit, we would be procuring/fabricating the equipment.

Thank you for your consideration. Please do not hesitate to contact me at (800) ODYSSEY or cellular (813) 335-3444 if we can provide any more information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick H. Allman', with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager