

#### 2025/2026 CHARTER REVIEW COMMISSION AGENDA

November 17, 2025 5:00 PM

Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043

#### **INVOCATION**

Scotty Taylor

PLEDGE OF ALLEGIANCE

**CALL TO ORDER** 

**WELCOME** 

**ROLL CALL** 

#### **APPROVAL OF MINUTES**

Charter Review Commission Minutes from October 20, 2025

#### **DISCUSSION ITEMS**

- Overview of Clay County Charter Speaker
- 2. Discussion of Residency Requirement Speaker

#### **PUBLIC COMMENT**

#### **PRESENTATION**

#### **OLD BUSINESS**

- Acceptance of Resignation from the Charter Review Commission Alt. Mike Cella and Alt. Melissa Benes
- 2025/26 Clay County Charter Review Commission Updated Roster
- 3. Approval of CRC Counsel Agreement
- 4. Charter Topic Suggestions

#### **NEW BUSINESS**

- Article I Creation, Powers and Ordinances of Home Rule Charter Government Section 1.5: Casino Gambling
- Article III Elected County Constitutional Offices

Section 3.1: Elected County Constitutional Offices

Section 3.2: Recall

#### **PUBLIC COMMENT**

#### **CRC MEMBER COMMENTS**

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 679-8596, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard-of-hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).



# Clay County Administration Building Monday, November 17 5:00 PM

TO:	DATE:
FROM:	
SUBJECT:	
AGENDA ITEM TYPE:	

**REVIEWERS:** 

Department Reviewer Action Date Comments

CRC Capo, Teresa Approved 10/27/2025 - 11:56 Item Pushed to Agenda



#### Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/6/2025

FROM: Teresa

Capo

SUBJECT:

**AGENDAITEM** 

TYPE:

#### **BACKGROUND INFORMATION:**

#### ATTACHMENTS:

Upload Description Type File Name Date

Charter Review

Commission Backup Minutes Backup Material 11/13/2025 Charter\_Review\_Commission\_Meeting\_Minutes\_October\_20\_\_2025\_(1)dsada.pdf □ Minutes October 20, 2025

#### **REVIEWERS:**

Action Department Reviewer Date Comments

BCC Capo, Teresa Approved 10/24/2025 - 11:13 AM Item Pushed to Agenda

# COUNTY FLORIDA

#### 2025/2026 CHARTER REVIEW COMMISSION MINUTES

October 20, 2025 5:00 PM Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043

#### **CALL TO ORDER**

Chairman Courtney Connor called the meeting to order at 5:01 pm.

## **WELCOME**

Chairman Courtney Connor welcomed all in attendance.

#### **ROLL CALL**

**Present:** Courtney Connor, Chairman

Yul McNair, Vice-Chairman

Rhonda Jett

Matthew Mitchell

Kurt Musser Debbie Pascoe

Brandon Salter

Sherry Warren

Randy Bowman Tim Nguyen

Van Royal

Susan Callahan

Steve Anderson

Kristy Perry Scotty Taylor

Bill Engelbrecht

Absent: Len Herring

Mike Cella

Joe Delgado

Melissa Benes

**<u>Staff Present:</u>** County Manager Howard Wanamaker

County Attorney Courtney K. Grimm

Assistant County Manager Troy Nagle

Executive Assistant Teresa Capo

#### **APPROVAL OF MINUTES**

Rhonda Jett made a motion for approval of the October 6, 2025, CRC Meeting minutes, seconded by Van Royal, which carried unanimously.

#### **PUBLIC COMMENT**

Chairman Courtney Connor opened the floor for public comment at 5:04 pm.

Hearing no comments, Chairman Courtney Connor closed public comment at 5:04 pm.

#### **PRESENTATION**

#### 1. Budget Brief

Presentation - Budget Brief can be seen at www.claycountygov.com/government/clay-county-tv-and-video/Charter Review Commission/October 20, 2025, beginning at 3:15 and ending at 15:42. Below is a summary of the discussion.

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to provide details and information regarding the budget. The presentation is attached to the agenda.

There were questions, clarifications, and discussions regarding CCSO county-wide vs law enforcement, SHIP, MSBU, carry-forward, allocation, aid to others, transportation improvements, outstanding bonds, and when the bonds mature - 2039.

## **OLD BUSINESS**

#### Retention of Counsel for the CRC

CRC Counsel retention can be seen at www.claycountygov.com/government/clay-county-tv-and-video/Charter Review Commission/October 20, 2025, beginning at 15:44 and ending at 20:23. Below is a summary of the discussion and vote for this agenda item.

Chairman Courtney Connor opened the floor to discuss the retention of Charter Review Commission counsel and provided background information for applicants. Information provided for those seeking an appointment is attached to the agenda.

Glenn Taylor addressed the Board to provide details and information regarding his employment background and credentials.

There were questions and discussions regarding conflicts of interest.

Van Royal made a motion for approval to appoint Mr. Glenn Taylor as CRC Counsel, seconded by Rhonda Jett, which carried unanimously.

#### **NEW BUSINESS**

#### 1. Discussion of Clay County Charter

Charter discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video/Charter Review Commission/October 20, 2025, beginning at 20:25 and ending at 1:13:00. Below is a summary of the discussion.

Chairman Courtney Connor opened the floor to discuss the Clay County Charter as well as provide details and information on the scope and the purpose of the CRC.

Each member spoke to suggest initiatives that could be brought to the Commission and provided background information for each one. Items mentioned are listed below: Some topics were mentioned multiple times.

- County Auditor Duties
- Limitations for Marijuana Dispensaries
- · Public Roads Funding
- Developer Restrictions to keep Green Space
- Salary Compensation for Commissioners Make-
- Up of the BoCC and Number of Commissioners
- Simplifying Citizen Initiated Ordinances
- Procedures for how the Commission is ran
- Modernize the Language regarding the Tribal Compact
- Passed in 2023 Meeting Cycle Change 4 years to 8 years
- Simplifying Overlapping Procedural Language
- County-Wide Election for the BoCC vs District
- Residential Requirement for Constitutional
- Officers Assistant for County Commissioners
- Infrastructure Requirement
- Main Entrance Enhancement into Clay County

There were comments, questions and discussions regarding voting by citizens pertaining to commissioners salaries, the number of commissioners on the Board and the language on the ballot, work load of Commissioners and salary, section 2.2 - Legislative Branch - benefit or compensation, statutory formal for salary, order/organizing of initiatives, identifying subject matter experts to present to the Commission regarding various topics, previous initiatives brought before the CRC, recommendation from CRC counsel - Glenn Taylor, and request for the clarification of the sunshine law.

# **PUBLIC COMMENT**

Public Comment can be seen at www.claycountygov.com/government/clay-county-tv-and-video/Charter Review Commission/October 20, 2025, beginning at 1:13:04 and ending at 1:14:34. Below is a summary of the discussion.

Chairman Courtney Connor opened the floor for public comment at 6:14 pm.

Helana Cormier, 2839 Woodbridge Crossing, Green Cove Springs, Florida, addressed the Commission to express her gratitude for all their hard work and requested several suggested initiatives to move forward.

Hearing no other comments, Chairman Courtney Connor closed public comment at 6:16 pm.

#### **CRC MEMBER COMMENTS**

CRC Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video/Charter Review Commission/October 20, 2025, beginning at 1:14:35 and ending at 1:17:19. Below is a summary of the discussion and vote.

Rhonda Jett reiterated that the timeline for setting the current Commissioners' salaries of \$37,000.00 was in 2006.

Scotty Taylor requested to add an invocation to the agenda.

Rhonda Jett made a motion for approval to add the invocation to the agenda, seconded by Yul McNair, which carried unanimously.

Chairman Courtney Connor suggested adding the Pledge of Allegiance to the agenda as well.

Rhonda Jett made a motion for approval to add the Pledge of Allegiance to the agenda, seconded by Debbie Pascoe, which carried unanimously.

#### **ADJOURN**

Chairman Courtney Connor noted that the next CRC meeting would be held on November 17, 2025, at 5:00 pm.

Hearing no further business, Chairman Courtney Connor adjourned the meeting at 6:18 pm.

Attest:	
Tara S. Green	Chairman of Vice-Chairman
Clay County Clerk of Court and Comptroller Chairman Ex Officio Clerk of the Board	



## Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/6/2025

FROM: Teresa

Capo

SUBJECT:

AGENDA ITEM

TYPE:

**REVIEWERS:** 

Department Reviewer Action Date Comments

CRC Capo, Teresa Approved 10/27/2025 - 11:53 Item Pushed to

Agenda Approved AM Agenda



## Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/13/2025

FROM: Teresa

Capo

SUBJECT:

AGENDA ITEM

TYPE:

**REVIEWERS:** 

Department Reviewer Action

BCC Capo, Teresa Approved

Date 11/13/2025 - 10:36 AM

Item Pushed to Agenda

Comments



## Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 10/27/2025

FROM: Teresa

Capo

SUBJECT:

**AGENDAITEM** 

TYPE:

## **BACKGROUND INFORMATION:**

Notification was received by Mike Cella (D1) and Melissa Benes (D5) alternates.

#### ATTACHMENTS:

	Description	Type	Upload Date	File Name
ם	Benes Resignation	Backup Material	11/13/2025	Melissa_Benes_Resignation_(2)_(1)dsada.pdf
D	Cella Resignation	Backup Material	11/13/2025	Mike_Cella_Resignation_(2)_dsada.pdf

#### **REVIEWERS:**

Department Reviewer		Action	Date	Comments
CRC	Capo, Teresa	Approved	10/27/2025 - 12:09 PM	Item Pushed to Agenda

From: Melissa Benes
To: Teresa Capo

**Subject:** Re: Upcoming Charter Review Commission Meeting Dates

**Date:** Friday, October 24, 2025 3:26:13 PM

Attachments: <u>image001.png</u>

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Teresa,

I am so sorry but I think I will have to withdraw from the Charter Review Commission. I have a business in North Carolina as well as my business here and the meetings are scheduled on the weeks that I am in NC for business.

I was honored to be considered but I won't be able to give a 100%. Again, I apologize for this inconvenience.

# Melissa Benes

PuroClean Emergency Restoration Services Commercial & Large Loss Business Development & Community Relations 155 International Golf Parkway St Augustine FL, 32095

Cell (904) 716-6716

Emergency & Afterhours (904)495-0950



From: Teresa Capo <Teresa.Capo@claycountygov.com>

Sent: Wednesday, October 8, 2025 2:11 PM

**Subject:** Upcoming Charter Review Commission Meeting Dates

Good afternoon.

I just wanted to touch base and give you the dates of upcoming Charter Review Commission

meetings that were approved by the Commission on Monday night.

- October 20
- November 17
- December 15

All meetings are set for 5:00 PM in at the Administration Building.

# Teresa Capo Executive Assistant

Clay County Board of County Commissioners P.O. Box 1366 Green Cove Springs, FL 32043

Office: (904) 284-6352 Mobile: (904) 540-8314 www.claycountygov.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.

Mike Cella 1630 Calming Water Drive Fleming Island, FL 32003

October 8, 2025 Chairperson, 2026 Clay County Charter Review Commission Clay County, Florida 477 Houston Street Green Cove Springs, FL 32043

Dear Chair Connor,

Please accept this letter as my formal resignation from the Clay County Charter Review Commission. Recent additional responsibilities at work will not allow me to continue to serve.

I appreciate the opportunity and thank you for your consideration.

Sincerely,

Mike Cella

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October 3, 1025

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Page 15 of 30



#### Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 10/27/2025

FROM: Teresa

Capo

SUBJECT:

**AGENDAITEM** 

TYPE:

#### **BACKGROUND INFORMATION:**

The updated roster reflects the resignations of Alts. Cella and Benes.

ATTACHMENTS:

Upload **Description Type** File Name Date

Updated Backup Material 11/13/2025 □ CRC

 $2025-\\26\_CRC\_Membership\_Board\_Meeting\_Agenda\_9.9.25\_Revised\_(1)dsada.pdf$ Roster

**REVIEWERS:** 

Action Department Reviewer Date Comments

**CRC** Capo, Teresa Approved 10/27/2025 - 12:12 PM Item Pushed to Agenda

# 2025/2026 Clay County Charter Review Commission

## **District 1- Commissioner Sgromolo**

- 1. Steve Andersen
- 2. Kurt Musser
- 3. Kristy Perry

#### Alt. Mike Cella

# <u>District 2 – Commissioner Compere</u>

- 1. Debbie Pascoe
- 2. Brandon Salter
- 3. Sherry Warren

Alt. Joe Delgado

## <u>District 3 – Commissioner Renninger</u>

- 1. Randy Bowman
- 2. Courtney Connor
- 3. Yul McNair

Alt. Bill Englebrecht

# **District 4 – Commissioner Condon**

- 1. Len Hering
- 2. Tim Nguyen
- 3. Van Royal

Alt. Scotty Taylor

# <u>District 5 – Commissioner Burke</u>

- 1. Susan Callahan
- 2. Rhonda Jett
- 3. Matt Mitchell

#### Alt. Melissa Benes



## Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/4/2025

FROM: Teresa

Capo

SUBJECT:

**AGENDAITEM** 

TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

Standard Backup Material 11/13/2025 Standard\_Agreement\_2025\_(1)dsada.pdf

**REVIEWERS:** 

Department Reviewer Action Date Comments

BCC Capo, Teresa Approved 10/24/2025 - 11:20 Item Pushed to Agenda

# GLENN A. TAYLOR, P.A. ATTORNEY AT LAW C.P.A.

GLENN A. TAYLOR

Member Florida and Hawaii Bars

Certified Public Accountant, Florida and Hawaii

462 KINGSLEY AVENUE, SUITE 103 ORANGE PARK, FLORIDA 32073 TELEPHONE: (904) 215-7953 TELEFAX: (904) 215-7964

Glenn@GlennATaylor.com

October 31, 2025

Courtney Conner, Chair Clay County Charter Review Commission c/o Courtney K. Grimm, Clay County Attorney P.O. Box 1366 Green Cove Springs, Florida 32043

RE: 2025-2026 Legal Services to Clay County Charter Review Commission

Dear Ms. Conner:

Thank you for selecting the Law firm of Glenn A. Taylor, P.A. to furnish legal services to the Clay County Charter Review Commission as General Counsel.

As set forth in the enclosed proposal, Glenn A. Taylor, P.A. Law firm will provide legal services to the Clay County Charter Review Commission at the hourly rate of \$185.00 per hour for attorneys time and \$95.00 per hour for paralegal time. There will be no charge for travel time and no charge for Westlaw or lexis fees. Out of pocket costs will be charged at cost, with no mark-up or multiplier. There will be no separately billed copying charges with the exception of copies made through a third-party copying supplier, with the prior authorization of the Charter Review Commission. This engagement shall be subject to the terms of the Clay County Standard Addendum to All Contracts and Agreements.

I look forward to serving the Clay County Charter Review Commission. If this correspondence accurately reflects our understanding, please countersign below and provide my office with a copy.

Respectfully yours,

Glenn A. Taylor

Acknowledged and Accepted:

By: Courtney Conner, Chair

Clay County Charter Review Commission

# STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement (the Agreement) to which this Addendum is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement and shall be deemed an integral part of the Agreement as if set forth therein. In the event of any contradiction or discrepancy between the terms of this Addendum and the Agreement, the provisions of this Addendum shall prevail. As used herein, the term "Contractor" means the supplier or other party to the Agreement providing services, construction, labor, materials, professional services, and/or equipment to the County thereunder. The term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity. The term "Services" means the scope of services to be provided and services rendered, whether completed or partially completed, or labor, supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. The term "Parties" means the County and the Contractor together.

- 1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at <a href="mailto:invoices@clayclerk.com">invoices@clayclerk.com</a> or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.
- 1.1. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the Invoice as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by the Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.
- 1.2. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 1.3. The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to

appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent or designee shall schedule a meeting with the County Manager between the Contractor's representative and the Paying Agent or designee, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent or designee shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent or designee.

- 2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.
- 3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the Services being rendered.
- 4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, copying, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:
- 5. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for such expenses, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager or his or her designee is obtained.
- 6. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

- 7. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
- 8. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the Agreement shall not automatically renew but shall be renewed only upon subsequent written agreement of the Parties.
- 9. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.
- 10. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the Parties arising out of the Agreement lies in Clay County, Florida.

#### 11. PUBLIC RECORDS LAW

- 11.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
  - a) Keep and maintain public records required by the County to perform the Services required under the Agreement;
  - b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
  - d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 11.2. The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 11.3. The Contractor acknowledges the provisions of Section 119.0701(3), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
  - a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
  - b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
  - c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.
- 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating the Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

- 13. **E-VERIFY REQUIREMENT**. Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating the Agreement at its discretion.
- 14. **HUMAN TRAFFICKING ATTESTATION**. In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:
  - 1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
  - 2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
  - 3. By execution of the Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

CONTRACTOR Glenn A. Taylor, P.A.	CLAY COUNTY CHARTER REVIEW COMMISSION
By: Min A. Maylor, President	By:
Glenn A. Taylor, P.A. Print Name	Print Name
President Print Title	Print Title
11-1-2025	Date
Date	Date

F:\Contract\standardaddendum\2024\082324 COUNTY MANAGER standard addendum-[general]-4b.doc



# Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/13/2025

FROM: Teresa

Capo

SUBJECT:

**AGENDAITEM** 

TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

2025 2026 CRC

CRC Backup 11/13/2025 2025-

Charter Topic Material 11/13/2025 26\_CRC\_Charter\_Topic\_Suggestions\_(1)dsada.pdf

Suggestion

**REVIEWERS:** 

Department Reviewer Action Date Comments

CRC Capo, Teresa Approved 11/4/2025 - 10:06 Item Pushed to

AM Agenda

#### 2025/2026 Charter Topic Suggestions

#### Article I Creation, Powers and Ordinances of Home Rule Charter Government

Section 1.5: Casino Gambling

#### **Article II Organization of County Government**

Section 2.2 A. The County Commission

- # of districts
- Single member districts vs. countywide

Section 2.2 C. Salaries and Other Compensation

Section 2.2 I. Initiative

Section 2.3 D. Commission Auditor

#### **Article III Elected County Constitutional Offices**

Section 3.1 Residency Requirement

Section 3.2 Recall

# Article IV Home Rule Charter Transition, Amendments, Review, Severance, Effective Date

Section 4.2: B. Amendments and Revisions by Charter Review Commission

(1) CRC frequency

#### Other Items:

Marijuana Dispensaries

Public Roads funding

**Greenspace Requirements** 

Additional assistants for Commissioners

Commission procedures

Infrastructure requirement

Main entrance enhancement into the County



## Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/6/2025

FROM: Teresa

Capo

SUBJECT: Section 1.5: Casino Gambling

**AGENDA ITEM** 

TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

Article 1

Section 1.5 Backup Casino Material 11/13/2025 Article 1 Section 1.5 Casino Gambling (1)dsada.pdf Material

Gambling

**REVIEWERS:** 

Action Date Comments Department Reviewer

11/4/2025 - 10:11 AM Item Pushed to Agenda BCC Capo, Teresa Approved

#### Section 1.5: Casino Gambling.

- A. Reservation of Power by the Electorate. The citizens of Clay County reserve to themselves the power to approve or disapprove casino gambling of any nature within the boundaries of the County. Therefore, if and when casino gambling becomes lawful under the Constitution and Laws of the State of Florida, no action may be taken by the Board of County Com-missioners, by the governing body of any municipality, or by any elected or appointed official or employee of either the County or any municipality the effect of which is to authorize, to approve, or in any manner to allow casino gambling to occur anywhere in the County unless and until casino gambling in the County is first authorized by an approving vote of a majority of the qualified electors residing in the County and voting on the question at referendum, and such referendum must be separate and apart from any State-wide or multi-County referendum on the question.
- B. **Definition.** For purposes of this section, "casino gambling" means playing or engaging in any game of skill or chance for money or any other thing of value, regardless of how such game is named, labeled, or otherwise characterized, which game of skill or chance, when played for money or other thing of value, is unlawful under the Constitution or Laws of the State of Florida as of January 1, 2009.
- <sup>1</sup> C. **Referendum.** If and when casino gambling becomes lawful under the Constitution and Laws of Florida, the Board of County Commissioners must place before the voters at the first lawfully available general election, the question of whether casino gambling shall be authorized in the County. Upon approval of the question at referendum, the County shall, and any municipality may thereafter allow casino gambling to the extent lawful under the Constitution, Laws of the State of Florida, and local land use and zoning laws, so long as casino gambling is reasonably allowed as a permitted use in an appropriate zoning district in the County following approval of casino gambling at referendum. If the question is disapproved at referendum, it may be offered to the electorate again from time to time, but in no case more frequently than once in any period of 24 months.
- D. **Enforcement.** The restrictions of this section may be enforced by the County, by a municipality in the County, or by any person substantially affected by any violation thereof.
- E. **Municipal Referenda Not Prohibited.** Nothing in this section prohibits any municipality in the County, whether by Charter or municipal ordinance, from likewise requiring approval by its voters at referendum before casino gambling may be allowed within the boundaries of the municipality, but any such referendum requirement shall be in addition to, not in substitution of, the referendum approval required by Subsection A above.
- <sup>2</sup> F. **Section Revision Upon Referendum Approval.**<sup>†</sup> Upon approval of the question of casino gambling at referendum by the voters of Clay County, Section 1.5 of this Charter related to casino gambling shall be automatically re-moved from the Charter, with the exception being that casino gambling shall be allowed in Clay County following approval at referendum, and language shall remain in the Charter allowing for such right, as follows. Upon approval of casino gambling at referendum, only the following language shall remain in Section 1.5 of the Charter, relating to casino gambling:

The voters have approved casino gambling at referendum in Clay County, at the general election held on \_\_\_\_\_\_ (insert the date of the general election at which casino gambling was approved by the voters). Therefore, casino gambling shall be allowed in the unincorporated areas of Clay County, and may be allowed by a municipality within Clay County, subject to local land use and zoning laws, so long as casino gambling is reasonably allowed as a permitted use in an appropriate zoning district in the County.



#### Clay County Administration Building Monday, November 17 5:00 PM

TO: CRC DATE: 11/13/2025

FROM: Teresa

Capo

SUBJECT:

Section 3.1: Elected County Constitutional Offices

Section 3.2: Recall

**AGENDAITEM** 

TYPE:

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Article III Section 3.1

Backup 11/13/2025 Article\_III\_Section\_3.1\_Elected\_County\_Constitutional\_Offices\_(1)dsada.pdf Material Elected County

Constitutional

Offices

**REVIEWERS:** 

Department Reviewer Action Date Comments

**BCC** Capo, Teresa Approved 11/4/2025 - 10:13 AM Item Pushed to Agenda

#### ARTICLE III

#### **ELECTED COUNTY CONSTITUTIONAL OFFICES**

#### **Section 3.1: Elected County Constitutional Offices.**

<sup>11</sup>The offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court and Supervisor of Elections shall remain as elected constitutional offices serving terms of four years. No person elected for three consecutive full terms in the same constitutional office shall be eligible for election in that same constitutional office in the next succeeding term. Only terms for constitutional offices commencing on or after the second Tuesday following the November 6, 2018 general election shall be considered terms for purposes of determining consecutive terms under this section. Otherwise, the powers, duties and functions of the constitutional offices shall not be altered by this Home Rule Charter, except that the powers, duties and functions of the Clerk of the Circuit Court shall be limited to those of clerk of the circuit court and recorder as described in Article VIII, §1(d), Constitution of the State of Florida. The Constitutional officers shall perform their executive and administrative functions as specified by law, except that the Clerk of the Circuit Court shall perform only the executive and administrative functions as specified by law with respect to those powers, duties and functions of the Clerk of the Circuit Court described in Article VIII, §1(d), Constitution of the State of Florida, as clerk of the circuit court and recorder.