

**The North Florida Water Utilities Authority (NFWUA) will meet at 9:30 A.M., or as soon thereafter as may be heard, on July 2, 2025, in the Suwannee County Judicial Annex 218 Parshley St. SW Live Oak Florida.**

In accordance with the Florida Statutes and Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the North Florida Water Utilities Authority by mail to James M. Swisher, Jr., Columbia County Clerk of Court & Comptroller, 173 NE Hernando Avenue, Lake City, Florida 32055 or by telephone at

(386) 758-1041, no later than 48 hours prior to the hearing or proceeding for which this notice has been given. Persons requiring auditory assistance may access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955- 8771 (TDD).

If any person intends to appeal any decision related to this action, such person will need to provide a court reporter at such person's expense, for a transcript of the proceedings. All interested persons are invited to attend.

For further information, call (386) 758-1041.

## **North Florida Water Utilities Authority**

### **Regular Meeting**

### **Agenda**

**July 2, 2025 9:30 AM**

Suwannee County Judicial Annex

218 Parshley St. Live Oak, Florida 32064

- 
1. Call to Order
  2. Pledge of Allegiance
  - 3 Roll Call
  4. Additions & Deletions
  5. Approval of Agenda

Public Comment:

Discussion Items:

#### 1. Approval of Minutes:

Sept. 4, 2024 - Regular Meeting

April 17, 2025 - Special Meeting

May 7, 2025 – Special Meeting

June 4, 2025 – Special Meeting

2. Ratification of Fully Executed NFWUA Executive Director Employment Agreement – Grady Williams
3. NFWUA Finance Processing Change – Ben Scott
4. Finance Department – Bills & Vouchers – Ben Scott
5. NFWUA Objectives: Present – FY 25/26 – Shannon Roberts
6. Grant of Authority Discussion/Clarification – Shannon Roberts
7. Business Plan Update – Shannon Roberts/Bobby Payne
8. Update Raftelis Rate Study Plan – Shannon Roberts
9. Discuss Ft. White Water System – David Kraus
10. Draft Budget formation FY 25/26 – Shannon Roberts

Board Comments:

Adjournment:

## **North Florida Water Utilities Authority**

**September 4<sup>th</sup> 2024 9:30 AM**

The North Florida Water Utilities Authority (NFWUA) met a scheduled meeting in Live Oak, FL at the Suwannee County Judicial Annex. The meeting was called to order with invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Board Attendance:**

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White (Running Late Due to Hurricane)

Board Member, Commissioner Ron White

Board Member, Commissioner Leo Mobley

Board Member, Commissioner Ron Williams

### **Others in Attendance: Others in Attendance:**

David Kraus, Columbia County Manager

Consultant, NFPS Dale Williams

Shannon Roberts, Suwannee County Administrator

Grady Williams, NFWUA Attorney

Greg Scott, Suwannee County Manager

Staz Guntek, Project Manager

Deputy Clerk, Amber Taylor

Due to extenuating circumstances from Hurricane Debbie, Commissioner White and Commissioner Williams joined the meeting late. Discussion took place, until Quorum was met and the meeting was called to order at 9:45 AM.

### **Additions and Deletions:**

Deletions:

None

Addition:

Physical location and office space for North Florida Water Utilities Authority.

**New Business:**

Attorney, Williams advised of request for adoption, of resolution related to North Florida Water Utilities Authority, joining with insurance carriers.

**Motion** by Commissioner Franklin White to approve the Agenda as presented. **Seconded** by Commissioner Mobley. Motion carried unanimously.

**Motion** to approve the minutes from previous meeting by Commissioner White. **Seconded** by Commissioner Mobley. Motion carried unanimously.

**Motion** by Commissioner White to approve Budget Resolution No. 2024-002 for year 2023-24 (Partial Year) Budget. **Seconded** by Commissioner Ford. Motion carried unanimously.

**Motion** by Commissioner Williams to approve Budget Resolution No. 2024-003 for year 2024-25 Budget. **Seconded** by Commissioner White. Motion carried unanimously.

Commissioner White posed question pertaining to revenue. Dale Williams offered clarification.

**Presentation to Board:**

Mike Waters, Executive Director for Suwannee Valley Electric

Mr. Waters was unable to attend meeting, due to storm.

Ben Scott, BOCC Finance Director and

James Swisher, Jr Columbia Clerk of Court & County Comptroller

Mr. Swisher gave presentation and answered questions pertaining to the administration of the Executive Directors pay and benefit package.

Lengthy discussion ensued.

Mr. Scott gave clarification pertaining to the Florida Retirement options for the Executive Director Position for the North Florida Water Utilities Authority.

Mr. Swisher did request that until Executive Director position is filled, an individual need be appointed with signing authority on invoices.

**Motion** to “*allow the chair to sign off on any invoices for approval*” by Commissioner White. **Seconded** by Commissioner Mobley. Motion carried unanimously.

Nathan Thornton, MiniCreative, Inc. / The NET Group

Mr. Thornton gave presentation for final approval for the North Florida Water Utilities Authority website design. The website is complete and ready for operation.

Mr. Thornton answered questions from the board.

Mr. Dale Williams requested Mr. Thornton have a sample of the Website to present for review at the September meeting.

NFWUA logo was presented by Mr. Tom Ottum, for approval by the board.

**Motion** to approve NFWUA Website Design by MuniCreative, Inc. and to approve NFWUA Logo as presented by Commissioner Williams. **Seconded** by Commissioner White. Motion carried unanimously.

### **Discussion & Action Items:**

#### **5th Board Member for NFWUA**

In an effort to fill North Florida Water Utilities Authorities 5th Board member position, applications are being accepted. Chairman Ford, suggested the board have the applicants give in person presentations during next meeting.

**Motion** to establish a 5:00 PM today, cutoff for entry of consideration, for the 5<sup>th</sup> NFWUA Board member position, by Commissioner Williams. **Seconded** by Commissioner White. Motion carried unanimously.

#### **Private Attorney Contract**

Approval of Private Contract Services Agreement, with Grady H. Williams, Jr. to serve as the NFWUA Attorney.

Lengthy discussion took place.

The decision was made to postpone approval of contract, permitting Suwannee County Attorney to review the contract.

#### **Utility Rate Study**

Staz Guntek and Grady Williams presented the Board with purchasing policy suggestions for NFWUA. Mr. Williams suggested modeling NFWUA purchasing policy after several suggested examples.

The earlier decision to postpone approval of the Private Contract Services Agreement, with Attorney Grady Williams was amended.

**Motion** by Commissioner Ford to approve the Private Attorney Contract Services Agreement with Grady H. Williams, Jr. **Seconded** by Commissioner Mobley. Motion carried unanimous.

#### **NFWUA Review and Ranking Committee**

This committee will evaluate and score applicants for the NFWUA Executive Director position.

Lengthy discussion pursued.

**Motion** by Commissioner Ford to establish deadline for submission of application for the position of NFWUA Executive Director position, as October 18<sup>th</sup> 2024. **Seconded** by Commissioner White. Motion carried unanimously.

#### **NFWUA Meeting Calendar Schedule**

**Motion** by Commissioner Mobley to approve annual NFWUA meeting schedule. **Seconded** by Commissioner White. Motion carried unanimously.

Discussion took place pertaining to office space for the NFWUA Executive Director position and other office space for the NFWUA.

**Motion** to approve temporary use of office space in old Lake City Reporter building for the NFWUA Executive Director position by Commissioner Ford. **Seconded** by Commissioner White. Motion carried unanimously.

Lengthy discussion pertaining to projected budget took place.

**Motion** to “request each county to provide \$150,000 into their budget for the award of utility for the next year” by Commissioner Ford. **Seconded** by Commissioner White. Motion carried unanimously.

#### **Public Comment:**

None

#### **Board Comments:**

Mr. Kraus will get with attorney regarding meeting schedule.

Commissioner Williams will be requesting a joint workshop with Suwannee County at the BOCC meeting.

#### **Next Meeting**

The next NFWUA Board meeting will be held October 2<sup>nd</sup> at 9:30 AM in Live Oak, FL at the Judicial Annex.

# North Florida Water Utilities Authority

## Special Meeting Agenda

April 17, 2025 10:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met a scheduled meeting at 971 West Duval Street, Suite #150 Lake City, FL 32055. The meeting was called to order with invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Board Attendance:**

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Steven Dicks

Board Member, Commissioner Ron White

Board Member, Commissioner Leo Mobley

### **Others in Attendance: Others in Attendance:**

David Kraus, Columbia County Manager

Grady Williams, NFWUA Attorney

Clerk of Court, James M. Swisher Jr.

Deputy Clerk, Olga M. Armas

## **Additions and Deletions**

None.

## **Discussion and Action:**

1. Selection of Executive Director of NFWUA and Approval of Compensation Package

MOTION by Commissioner White to appoint Shannon Roberts as Executive Director.  
SECOND by Commissioner Mobley. Motion carried unanimously.

MOTION by Commissioner White that Commissioner Murphy negotiate salary for Shannon Roberts. SECOND by Commissioner Dicks. Motion carried unanimously.

Commissioner Murphy clarified that County Manager, David Kraus and County Administrator for Suwannee County, Greg Scott, be a part of the salary negotiation for Shannon Roberts.

The commissioners agreed that it would be a 4 to 5 week transition between Shannon Roberts' current job and new position with the NFWUA.

2. Additional Necessary of Appropriate Action to further the Selection of Executive Director for NFWUA.

3. Public Comment

None.

4. Board Comment

None.

## **Adjournment:**

There being no further business, meeting adjourned at 10:48 am.



# North Florida Water Utilities Authority

## Special Meeting Agenda

May 7, 2025 9:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met a scheduled meeting at 971 West Duval Street, Suite #150 Lake City, FL 32055. The meeting was called to order with invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Board Attendance:**

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Steven Dicks

Board Member, Commissioner Ron White

Board Member, Commissioner Leo Mobley

### **Others in Attendance: Others in Attendance:**

David Kraus, Columbia County Manager

Grady Williams, NFWUA Attorney

Clerk of Court, James M. Swisher Jr.

Deputy Clerk, Olga M. Armas

### **Additions and Deletions**

None.

## **Discussion and Action:**

### 1. Finance Department – Bills & Vouchers – Ben Scott

MOTION by Commissioner White to approve the payment of bills and vouchers in the amount of \$11,299.99. SECOND by Commissioner Mobley. The motion carried unanimously.

### 2. Presentation on Health Insurance & Benefits, Gallagher – JD Curls

JD Curls offered a brief presentation on how the transfer of benefits for Shannon Roberts was going to work. Suwannee County is going to be the holder of the insurance temporarily and then be refunded when the benefits transfer over to Columbia County.

Stew Lilker offered comment.

### 3. Presentation – FRS – Ben Scott

Ben Scott was not present.

### 4. Director Compensation

Shannon Roberts presented to the Board his milestones with Suwannee County and why he asked for \$150K annually.

Commissioner Ford proposed that the pay would start at \$130K with the goal of reaching \$150K within a certain amount of time.

Commissioner Dicks mentioned to Shannon white he would be ok with starting at \$140K and raising it to \$150K within 6 months.

MOTION by Commissioner Dicks to begin Shannon's pay at \$140K and increase it within 6 months as long he is meeting his milestones, also he will be revalued in 6 months' time. Motion failed due to a lack of a second.

Moses Klepper offered a public comment.

Commissioner Murphy mentioned that starting at \$125k annually is what he will support.

MOTION by Commissioner Mobley to start Shannon Roberts pay at \$125K with a 6- and 12-month evaluation of milestones and then raise his pay up to \$135K as the Director. SECOND by Commissioner White.

Moses Klepper offered a public comment.

Commissioner Mobley resented his motion.

MOTION by Commissioner Mobley to start Shannon Roberts at \$125K annually and come back in 6 months and 12 months to reevaluate. SECOND by Commissioner Murphy.

Stew Lilker offered public comment.

Commissioner Murphy withdrew his SECOND.

MOTION by Commissioner White to start Shannon Roberts pay at \$125K base salary and a \$150K cap over a period of 24 months with evaluations every 6 months, also with milestones put into place in the evaluations. SECOND by Commissioner Dicks. Tim and Leo said No

Motion carried with 3-2.

MOTION by Commissioner White to follow Suwannee County insurance guidelines. SECOND by Commissioner Murphy. The motion carried unanimously.

#### 5. Suwannee County Appointments

Suwannee County reappointed Commissioner Mobley and Commissioner White to the Board.

#### 6. Public Comment

Moses Klepper offered public comment.

#### 7. Board Comment

### **Adjournment:**

There being no further business, meeting adjourned at 11:05 am.

# North Florida Water Utilities Authority

## Special Meeting Agenda

June 4, 2025 9:30 A.M.

The North Florida Water Utilities Authority (NFWUA) met a scheduled meeting at 971 West Duval Street, Suite #150 Lake City, FL 32055. The meeting was called to order with invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Board Attendance:**

Chairman, Commissioner Rocky Ford

Vice-Chairman, Commissioner Franklin White

Board Member, Commissioner Timothy Murphy

Board Member, Commissioner Steven Dicks

Board Member, Commissioner Leo Mobley

### **Board Members Not in Attendance**

Board Member, Steven Dicks

### **Others in Attendance: Others in Attendance:**

David Kraus, Columbia County Manager

Greg Scott, Suwannee County Manager

Grady Williams, NFWUA Attorney

Deputy Clerk, Olga M. Armas

### **Additions and Deletions**

None.

### **Approval of Agenda**

MOTION by Commissioner Murphy to approve agenda. SECOND by Commissioner Mobley. The motion carried unanimously.

### **Public Comment**

The following Citizens offered public comment:

- Stew Lilker
- Moses Klepper

### **Discussion and Action:**

#### 1. Approve Employment Contract – Shannon Roberts

Shannon Roberts agreed to provide 60 days of written prior notice if he decides to resign.

The Board offered the same courtesy of a 60-day written notice.

Moses Klepper and Stew Lilker offered comment.

3-year contract, Follow Suwannee County policy handbook.

MOTION by Commissioner White to approve contract as amended and be brought back to the next meeting to sign. SECOND by Commissioner Mobley. The motion carried 3-1 with Commissioner Murphy voting in opposition.

#### 2. Contract Renewal – The NET Group Online

MOTION by Commissioner Murphy to renew from month to month. SECOND By Commissioner Mobley. The motion carried unanimously.

3. Finance Department – Bills & Vouchers – Ben Scott

MOTION by Commissioner Murphy to approve. SECOND by Commissioner Mobley. The motion carried unanimously.

4. Payne Consulting Services, Update and Possible Renewal

Shannon Roberts recommended to have this topic tabled for a month.

MOTION by Commissioner White to table this topic until the next meeting. SECOND by Commissioner Mobley. The motion carried unanimously.

5. Raftelis Financial Consultants, Update on Rate Study

Shannon Roberts offered update.

6. Approve FY 2024 Annual Audit, James Moore

MOTION by Commissioner White to approve the proposed audit. SECOND by Commissioner Murphy. The motion carried unanimously.

7. Discuss Budget

David Kraus, County Manager and Shannon Roberts offered update.

There will be a NFWUA meeting held on July 2<sup>nd</sup> at 9:30 a.m. in Live Oak.

The August 6<sup>th</sup>, 2025 meeting was move to July 31<sup>st</sup> at 9:30 a.m. in Lake City.

8. Future Direction/ Plans

Discussion ensued, not motion was made.

9. Board Comments

Commissioner Murphy offered comment.

**Adjournment:**

There being no further business, meeting adjourned at 11:54 am.

**ORIGINAL**

**EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT  
BETWEEN  
NORTH FLORIDA WATER UTILITIES AUTHORITY  
AND  
SHANNON ROBERTS**

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) is made and entered into on this 4<sup>th</sup> day of June 2025, by and between North Florida Water Utilities Authority, an independent special district of the State of Florida (the “Authority”), and Shannon Roberts (“Roberts”).

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, the Authority desires to employ the services of Roberts as “Executive Director” (being herein so called) of the Authority (the “Authority”), pursuant to the terms of the Interlocal Agreement between the Board of County Commissioners of Columbia County, Florida (“Columbia County”), and the Board of County Commissioners of Suwannee County, Florida (“Suwannee County”), dated April 16, 2024, forming the Authority effective as of April 18, 2024 (the “Interlocal Agreement”, which was designed upon adopted as Suwannee County Agreement No. 2024-61), and all relevant charters, codes, statutes, laws, and constitutional provisions applicable to the position of Executive Director of the Authority;

**WHEREAS**, it is the desire of the Authority to provide certain benefits and establish certain conditions of employment for Roberts as Executive Director in accordance with this Agreement;

**WHEREAS**, it is the desire of the Authority to secure and retain the services of Roberts as Executive Director and to provide inducement for him to continue in such employment; and

**WHEREAS**, Roberts desires to accept employment as Executive Director in accordance with the terms and conditions of this Agreement.

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

**Section 1. Employment.**

A. The Authority hereby hires and appoints Roberts as Executive Director, under the terms established herein, to perform the duties and functions of “Administrator” of the Authority as specified in the Interlocal Agreement, and all relevant charters, codes, statutes, laws, constitutional provisions, and any other ordinances, regulations, resolutions or policies applicable to the position of Executive Director, and to perform such other legally permissible and proper duties and functions as the Authority shall assign from time to time.

B. Employment of Roberts as Executive Director shall be effective as of June 9, 2025. This Agreement shall remain in effect until terminated by the Authority or Roberts as provided herein or June 8, 2028, whichever occurs first. In the event that the Authority determines it will not extend this Agreement, if not previously terminated as provided herein, beyond June 8, 2028, then the Authority will provide Roberts with at least sixty (60)-days’ prior written notice of its intention not to extend this Agreement beyond June 8, 2028.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Authority to terminate the services of Roberts as Executive Director at any time, subject only to the provisions set forth in Section 3 of this Agreement.

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Roberts to resign at any time from his position as the Executive Director, subject only to the provisions set forth in Section 4 of this Agreement.

## **Section 2. Duties and Obligations.**

A. As the Executive Director, Roberts shall have all the duties, responsibilities, and powers set forth in the Interlocal Agreement applicable to the "Administrator" of the Authority, as defined therein, and under all relevant charters, codes, statutes, laws, constitutional provisions, and other ordinances, regulations, resolutions and policies applicable to the position of Executive Director. Roberts agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of his ability, all in a professional and competent manner.

B. Roberts, as the Executive Director, shall remain in the exclusive employ of the Authority and shall devote all necessary time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement. Roberts may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Authority at the Authority's expense, provided that such activities shall not interfere with his primary obligations as the Executive Director pursuant to this Agreement. Roberts shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Roberts shall serve on any appointed or elected Authority of any professional organization or serve on any committees related to his professional activities, in the event any monies are paid to, or gifts received by Roberts related to such service, such money or property shall be paid over to or delivered to the Authority, unless otherwise provided by the Authority.

## **Section 3. Termination and Severance Pay.**

A. Termination without Cause. The Authority, acting by and through its Board, may, in accordance with its powers under the Interlocal Agreement and applicable Florida law, terminate the employment of Roberts as Executive Director, without cause. Additionally, if the Authority is jointly dissolved by its members in accordance with the Interlocal Agreement, the action will result in termination without cause. In all such instances, Roberts shall be provided with written notice of the decision of the Authority, and the effective date of termination shall be not less than 30 days following the effective vote to terminate Roberts. Upon termination under this part, Roberts will be entitled to:

(1) a severance payment equal to the lesser of twenty (20) weeks of base salary or the maximum severance permitted pursuant to Florida Statutes section 215.425;

(2) a lump sum payment at his then-hourly rate of base salary as Executive Director for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided under the Suwannee County Personnel Rules and Regulations (as then in effect);

(3) a lump sum payment at his then-hourly rate of base salary as Executive Director for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided under the Suwannee County Personnel Rules and Regulations (as then in effect); and



(4) continuation of the Executive Director's health insurance under Section 9 at Authority expense for a period of the lesser of twenty (20) weeks following the effective date of termination or the maximum severance term permitted pursuant to Florida Statutes section 215.425 in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

**B. Termination for Cause.** The Authority may, by action of its Board in accordance with its powers under the Interlocal Agreement, for good cause shown, terminate the employment of Roberts as the Executive Director. Roberts shall be entitled to a hearing on the question of whether cause existed to terminate his employment within five (5) business days of termination under this part, if he requests a hearing, in writing, to the Authority's attorney. In the event Roberts's employment as Executive Director is terminated for cause, the Authority shall not pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to all behaviors constituting "misconduct" as the term is defined at Florida Statutes section 443.036(29); gross negligence in the handling of Authority affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Authority;; illegal or habitual alcohol or drug abuse; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or adjudication of violation of the Florida Ethics Code or Code of Ethics separately adopted and approved for the Authority, if any. For the purposes of this subsection, if Roberts pleads guilty or *nolo contendere* or is found guilty of a felony or an ethics violation, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

**C.** If Roberts, after FMLA leave because of sickness, accident, injury, mental incapacity or health should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Executive Director as provided in this Agreement for a period of four (4) successive weeks, then the Authority shall have the right to terminate this Agreement in accordance with provisions of subsection A hereof.

**D.** This Agreement shall continue in full force and effect until the earlier of (i) employment is terminated as provided herein, (ii) June 8, 2028, without a new employment agreement having been entered into between Roberts and the Authority (in which case the Authority shall not pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof), or (iii) a new employment agreement between Roberts and the Authority supersedes it.

#### **Section 4. Resignation.**

**A.** Roberts shall provide the Authority not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

**B.** In the event Roberts voluntarily resigns his position as Executive Director, the Authority shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof.

#### **Section 5. Compensation and Semiannual Review.**

**A.** The Authority shall pay Roberts for his services as the Executive Director an annual base salary of \$125,000.00 payable in equal installments pursuant to Authority policy and may increase Roberts's compensation from time to time as herein provided.. This Agreement shall not be construed as

limiting the authority of the Authority to increase the base salary or other benefits paid to Roberts under this or any other agreement.

B. The Authority shall periodically review and evaluate the performance of Roberts as provided by this Agreement and the Interlocal Agreement. Without limitation to the generality of the foregoing, the Board of the Authority shall review Roberts' performance as Executive Director not less than semiannually for the first two (2) years of his employment with the Authority, with a view of increasing his annual base salary to an amount not to exceed \$150,000.00 by the end of that two (2)-year period. Such increase in Roberts' annual base salary shall be in the sole discretion of the Board of the Authority, and each such increase shall be based on the Authority's Board's evaluation of Roberts' overall performance as Executive Director, including, but not limited to consideration of Roberts' (i) oversight and administration of all utility grants or loans for Columbia County, Suwannee County, and the Authority, (ii) transition, taking over, and running all utility billings and collections for Columbia County, Suwannee County, and the Authority, (iii) providing needed leadership, information, and responses, coordinating completion and delivery of pending rate study for the Authority by Raftelis, and implementing the completed rate study and its findings and recommendations, (iv) transitioning of all utility assets of Columbia County and Suwannee County to the Authority to the ownership, operation, and management of the Authority, and (v) discharge of the powers and duties of "Administrator" of the Authority, as specifically provided for under Article VIII.b.i. through vi., inclusive, of the Interlocal Agreement, which provisions are hereby incorporated by this reference.

#### **Section 6. Retirement.**

A. The Authority shall contribute to the Florida Retirement System on Roberts's behalf, and as soon as it is determined that the Executive Director position qualifies, as a member of the System's Senior Management Service Class, pursuant to Florida general law.

B. In addition to the retirement contributions made by the Authority to the Florida Retirement System, Roberts may contribute to such retirement program as he decides may be appropriate, deferred compensation in an amount equal to the current maximum amount provided for in 26 U.S.C. 457. Roberts shall at all times be fully vested in and entitled to all such contributions.

#### **Section 7. Automobile, Communications and Home Office Equipment.**

The parties understand and agree that the duties of the Executive Director require that he shall be on call for twenty-four-hour service. Due to the nature of his employment and to better facilitate Roberts's performance of these duties:

A. The Authority shall provide Roberts with a suitable Authority vehicle for his full-time use. The Authority shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle.

B. The Authority shall provide a "smart" mobile phone for Roberts' regular use. The phone shall at minimum support text and email messaging, calendar functions, and remote Internet access and browsing. This part shall not be read as to require an annual upgrade of Roberts' phone.

C. The Authority shall provide for the equipping of a home office at Roberts' residence to include a computer monitor, keyboard, mouse, and other computer peripherals necessary to complete work

from home. These peripherals shall be compatible with Roberts' Authority-issued laptop computer. It is expected Roberts will be required to work from home from time to time, including during states of emergency or if other conditions limit access to Authority office facilities.

D. Roberts shall return in good condition all Authority-owned equipment upon termination of this contract.

E. Roberts understands and agrees that this is not a remote position and that Roberts will primarily work during normal business hours at the physical office provided to him by the Authority.

#### **Section 8. Other Benefits.**

A. Except as may be otherwise limited under the terms of this Agreement, Roberts as the Executive Director shall be entitled to earn, use, accrue and be compensated for paid time off ("PTO"), holiday leave and other benefits as are generally granted under the Suwannee County Personnel Rules and Regulations (as then in effect).

B. The Authority, in consultation with Roberts, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Roberts' performance under this Agreement, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law. Any amendment, modification, or other change to this Agreement shall be reduced to writing and signed by Roberts and the then-serving Chairperson of the Board of the Authority after consideration and approval by the Board of Authority.

#### **Section 9. Insurance.**

A. The Authority shall provide term life insurance in the amount of Roberts' then current annual base salary, starting at \$125,000, at no charge to Roberts as the Executive Director.

B. The Authority shall provide to Roberts medical and dental insurance on the same terms and conditions as are available under the Suwannee County Personnel Rules and Regulations (as then in effect).

#### **Section 10. No Reduction of Benefits.**

The Authority shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Roberts as the Executive Director, except and to the degree and extent such reduction is also imposed for non-union employees under the Suwannee County Personnel Rules and Regulations (as then in effect).

#### **Section 11. Dues and Association Memberships.**

A. The Authority agrees to pay professional dues and subscriptions for Roberts as necessary for his participation in the Authority Board approved public water and wastewater utility associations, as well as any other organizations that the Authority agrees are necessary and desirable and conditioned upon annual budget approval.

B. The parties agree that it is necessary for the Executive Director and beneficial to the Authority for Roberts to attend professional conferences and training sessions relating to counties and Authority administration. The Authority agrees that Roberts shall be permitted to attend professional association conferences and training sessions as selected by Roberts. The Authority shall pay the attendance, travel, and lodging expenses incurred in Roberts's attendance at such conferences including continuing education units, together with per diem for subsistence, all in accordance with the Suwannee County Personnel Rules and Regulations (as then in effect), and up to the limitations and restrictions set forth in Section 112.061, Florida Statutes or other applicable Florida law.

#### **Section 12. Residence.**

Roberts shall at all times remain a full-time resident of Suwannee or Columbia County, Florida, during his employment as Executive Director under this Agreement. Should Roberts cease to reside within Suwannee or Columbia County, Florida, that event shall constitute good cause for termination.

#### **Section 13. Suspension**

If the Authority wishes to investigate allegations of misconduct by Roberts, then the Authority shall have the authority to suspend Roberts as Executive Director, but only with full pay and benefits, until such investigation is complete and rendition of a final decision by the Authority is made. Suspension may be imposed only by agreement of a majority of the Board of the Authority and the Executive Director or after a public hearing in which a majority of the Authority Board members vote to suspend the Executive Director for cause. Prior to any hearing relating to suspension of Roberts, the Authority attorney shall give Roberts written notice setting forth any charges giving rise to just cause at least 7 days prior to such a hearing.

#### **Section 14. Indemnification**

To the extent required and otherwise allowed by law, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving any available defense of sovereign immunity of the Board or the Authority, the Authority shall defend, hold harmless, and indemnify Roberts against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by Roberts within the scope of his employment hereunder. Provided, however, that Roberts shall timely report any such allegation to the Authority and thereafter cooperate fully and honestly in the Authority's defense thereof. The Authority may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Roberts if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Roberts by the Authority for any acts or omissions committed within the scope of his employment hereunder as Executive Director, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Roberts's employment with the Authority. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Roberts for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, nor shall it apply for acts or omissions of Roberts committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

## Section 15. Appropriation and Budget Process

The Authority is an independent special district of the State of Florida, and subject to annual budget, appropriation, allocation, and expenditure constraints related to its status. The Authority's performance and obligation to pay under this Agreement is contingent the Authority's Board's action in setting and approving an annual budget for the Authority which includes appropriation for funds sufficient to satisfy the Authority's fiscal obligations set forth in this Agreement. In addition, until such time as the Authority is financially self-sufficient from its own utility operations, the Authority's performance and obligation to pay under this Agreement is contingent upon annual appropriations and funding from (i) Columbia County, (ii) Suwannee County, (iii) as to certain grants, loans, or programs, state or its executive agencies funding based on appropriation by the Florida Legislative, or (iv) , as to certain grants, loans, or programs, federal or its agencies funding based on appropriation by U.S. Congress.

## Section 16. Entire Agreement

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Interlocal Agreement, counties' charter(s) or code(s), the Florida Administrative Code, and all statutes, laws, constitutional provisions, and other Authority ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Interlocal Agreement, the counties' charter(s) or code(s), the Florida Administrative Code, and all such statutes, laws, constitutional provisions and other Authority ordinances, regulations, resolutions and policies shall take precedence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

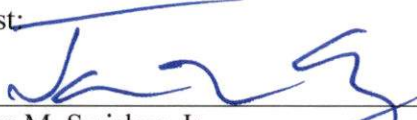
### EXECUTIVE DIRECTOR:

  
Shannon Roberts

### AUTHORITY:

North Florida Water Utilities Authority

By:   
Rocky Ford, Chairman

Attest:   
James M. Swisher, Jr.  
Clerk of Courts/Recording Secretary





**JAMES M. SWISHER, JR.**  
Columbia County Clerk Of Courts & Comptroller



Executive Director Shannon Roberts  
North Florida Water Utility Authority  
**Electronically Delivered**

Executive Director Roberts,

As you and the Board undertake the annual budget planning process for the North Florida Water Utility Authority (NFWUA), I respectfully request your consideration of an important matter regarding financial services for the Authority.

At the inception of the NFWUA, my office submitted a proposal requesting \$75,000 to fund a position within my finance department dedicated to providing financial services to the Authority. Although this request was not funded, the Columbia County Clerk's Office finance department has, since the Authority's creation in 2024, undertaken a number of essential tasks on behalf of the NFWUA, including:

- Securing a Federal Employer Identification Number
- Establishing the Authority's bank account
- Assisting in budget preparation
- Providing guidance on joining the Florida Retirement System
- Modifying software to enable payroll processing
- Depositing funds on behalf of the NFWUA
- Submitting invoices to Suwannee and Columbia counties
- Processing and paying all invoices
- Presenting bills and vouchers for Board approval
- Preparing and submitting monthly financial statements

As the NFWUA moves toward greater independence—demonstrated by the recent hiring of an executive director and the Authority's ongoing goal to expand and independently manage utility services for both Columbia and Suwannee counties, I strongly encourage the Board to include funding in the FY2025-2026 budget for the assumption of all financial service responsibilities for the Authority. This is a crucial step in furthering the NFWUA's autonomy and supporting its continued growth.

Ideally, I recommend that the accounting services be engaged by October 1, 2025. My office is prepared to continue providing financial services as needed until January 1, 2026, to ensure a smooth transition. However, beginning October 1, 2025, my office will require monthly reimbursement in the amount of \$5,000 for services rendered.

We all share a commitment to the success of the NFWUA. I am confident that engaging in independent financial services will position the Authority for continued growth and long-term success. My office remains available to assist with any matters necessary to facilitate a seamless transition of financial services.

Thank you for your attention to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Swisher, Jr.", with a stylized, cursive script.

James M. Swisher, Jr  
Clerk of Court & Comptroller





# North Florida Water Utilities Authority

PO Box 1529  
Lake City, FL 32056  
(755) 755-4100

## Agenda Title

Bills and Vouchers - 6/1/2025 - 6/24/2025 - \$11,050.00

## Nature and Purpose

This item requests Board approval for the payment of bills and vouchers in the amount of \$11,050.00 submitted - 6/1/2025 - 6/24/2025. All funds authorized for the issuance of these checks have been budgeted. The Clerk to the Board office reviews bills and vouchers submitted for approval. If for any reason, any of these bills are not recommended for approval, the Clerk to Board office will notify the Board. The Clerk to the Board office maintains copies of invoices and supporting documentation for review.

## Recommended Motion/Action

Approve payment of bills and vouchers in the amount of \$11,050.00

ACCOUNT NUMBER	PAYMENT DATE	DESCRIPTION	VENDOR NAME	AMOUNT
602-3600-536.30-31	6/24/2025	COSULTING SERVICES	BOBBY PAYNE CONSULTING LLC	\$ 5,000.00
602-3600-536.30-31	6/24/2025	LEGAL RETAINER	GRADY H WILLIAMS JR LLM	\$ 6,000.00
602-3600-536.30-49	6/24/2025	BACKGROUND CHECKS	COLUMBIA COUNTY BCC	\$ 50.00
				<u>\$11,050.00</u>



FUND 602 NFWUA FUND

ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
0000-101.15-00	CASH / FIRST FEDERAL	338,482.92	
0000-272.10-00	RETAINED EARNINGS / RETAINED EARNINGS		150,896.22
0000-337.52-00	GRANTS FM OTHER LOCAL UNI / COLUMBIA COUNTY		150,000.00
0000-337.53-00	GRANTS FM OTHER LOCAL UNI / SUWANNEE COUNTY		150,000.00
0000-361.10-00	INTEREST & OTHER EARNINGS / INTEREST EARNINGS		18.59
3600-536.30-31	OPERATING EXPENDITURES / PROFESSIONAL SERVICES	74,000.00	
3600-536.30-34	OPERATING EXPENDITURES / CONTRACTUAL SERVICES	26,350.00	
3600-536.30-45	OPERATING EXPENDITURES / GENERAL INSURANCE	10,068.00	
3600-536.30-47	OPERATING EXPENDITURES / PRINTING & LEGAL ADS	1,300.01	
3600-536.30-49	OPERATING EXPENDITURES / OTHER CHARGES	225.00	
3600-536.30-51	OPERATING EXPENDITURES / OFFICE SUPPLIES	488.88	
	FUND TOTALS	450,914.81	450,914.81
	FUND IS IN BALANCE		

# NFWUA Objectives: Present - FY 2025/26

## FINANCIAL

FY 2025-26  
Budget

Finance &  
Accounting

## UTILITY SVC

Plant O&M  
for Counties

Service  
Policy

Utility Billing  
for Counties

Grant  
Management

## STRATEGIC

Business  
Plan

Rate Study

Asset  
Transfer

# DRAFT NFWUA Board & Executive Director Relationship

## Board of Directors & Executive Director Relationship

Establish a policy clarifying and establishing the basic relationship between the NFWUA Board of Directors and the Executive Director, who is employed by the Board.

- Efficient management of NFWUA is established and sustained only through mutual understanding and complete cooperation between the Board and the Executive Director.
- The Executive Director is the connecting link between the Board and personnel as the flow of authority for the management of NFWUA passes through the Executive Director.
- Board members, as individuals, will not attempt to give instruction or direction regarding utility activities except through the Executive Director or his/her designee.
- Board members, as individuals, will not discuss with any employee any grievance with any employee.

If issues arise related to this matter, it is the responsibility of the Board Chairman to draw Board members' attention to policy non-adherence.

# DRAFT NFWUA Grant of Authority

## Delegation of Authority to Executive Director

Define the delegation of authority from the Board to the Executive Director that is required to effectively run the operations of the utility authority.

## Planning Activities

### General Policy Planning

- Policy is developed and reviewed as deemed necessary/appropriate then brought to the board for consideration and approval.

### Strategic Planning

- Staff and Exec Dir develop objectives for the utility and bring them to the Board for consideration and approval.
- Staff, Exec Dir and/or consultants conduct studies, research and other related activities to report findings to the board.

### Revenue Requirements

- Staff and consultants assemble and formulate annual work plans, rate studies and budgets and recommend them to the Board for their consideration.

### Legislation

- To analyze and determine in coordination with other utilities, associations, lobbyists and legal resources the State and Federal regulatory matters to be supported, consistent with established Board policy.

# DRAFT NFWUA Grant of Authority

## Organization Activities

### Organizational Structure

- Periodically review major functions of the utility to determine the organization structure best suited to carry out the overall objectives.

### Personnel

- Determine the need for additional staff positions, the transfer, reassignment, or elimination of present staff positions, and to affect such changes, as necessary or appropriate.
- Develop or approve standards and qualifications for use in recruitment, transfer, and promotion of employed personnel. Such standards and qualifications should meet all federal and state legal requirements.
- To have the complete responsibility and authority to select, appoint, evaluate, compensate, transfer, promote, direct, instruct, discipline and terminate any employed personnel in accordance with applicable law, rules, regulations, practices, procedures, Board policies, and collective bargaining agreements.
- Initiate and promote, through staff, appropriate management, professional, and technical training programs for all personnel within the limitations of the approved budget and Board policy, including sending personnel to appropriate training programs outside the organization.
- Establish a performance appraisal program for all personnel and any adjustments are based on and in accordance with the approved wage and salary plan.
- Prepare written position descriptions and job specifications and reviewed periodically for all personnel.

## DRAFT NFWUA Grant of Authority

- Administer and approve activities and actions with respect to vacations, holidays, sick leave, Personal Time Off (PTO) and other fringe benefit programs for the employed personnel within established policies.
- Develop and maintain a systematic wage and salary plan for employees. To conduct labor surveys, as necessary, to determine wages and salaries paid for comparable jobs in the area in which the utility recruits personnel.
- To determine all salary adjustments for employees not covered by a collective bargaining agreement, except the CEO, within the Board approved policies.
- To authorize individual memberships in civic clubs and organizations and company memberships in local, state and national organizations as deemed appropriate, and to authorize payment of dues by utility within the limitations of the budget and established Board policy. Professional fees will be paid for registration in the state of Florida, and nationally, if such registration is desirable or required.

### Consulting/Professional Services

- Advertise, select and enter into contracts with consultants, in accordance with Board policies, and to advise the Board of actions taken.

### Operations

To manage operations of the utility in accordance with the policies of the Board and in accordance with the requirements of applicable federal, state, and local laws.

# DRAFT NFWUA Grant of Authority

## Financial

- Administer the approved budget, including approval on non-budgeted activities or costs which, in his or her judgment, are reasonable or necessary for the operations of the utility.
- Administer a Board approved Financial Management Plan.
- Authorize and approve the travel expenses of personnel, except the Executive Director, within established policy.
- Approve accounting systems, procedures, statistics and types of reports necessary for sound financial management of utility and to meet the requirements of lending and regulatory agencies and for necessary control information required by the Board.
- Make purchases, sales and leases in accordance with Board policy and to see that procedures are developed to control all purchase, sale or lease transactions, including but not limited to, the use of any purchasing, procurement, or corporate credit cards.
- Determine, negotiate and purchase insurance coverages as deemed necessary or appropriate and to report such purchases to the Board.
- Participate with the Board in the review, with the auditor present, of the annual financial audit and management letter and to direct any remedial action required and to see that the management letter, along with the Audit Report, is sent to each Board member prior to the meeting at which they are to be discussed.
- Ensure proper controls of all physical inventories to minimize investment in inventories needed to meet operating and construction needs.

# DRAFT NFWUA Grant of Authority

## Customer Complaints

- Work to resolve complaints submitted by a customer and take any corrective action required or to recommend appropriate revisions in Board policy.