

**NOTICE OF REGULAR MEETING OF NORTH FLORIDA WATER UTILITIES AUTHORITY
(NFWUA) BOARD OF DIRECTORS**

The North Florida Water Utilities Authority (NFWUA) will meet at 9:30 A.M., or as soon thereafter as may be heard, on May 7, 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

May 07, 2025 9:30AM

Suwannee County
Judicial Annex 218 Parshley St.
Live Oak, FL 32064

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

Discussion and Action:

1. Finance Department – Bills & Vouchers – Ben Scott
2. Presentation on Health Insurance & Benefits, Gallagher -
JD Curls
3. Presentation – FRS – Ben Scott
4. Director Compensation
5. Suwannee County Appointments
6. Public Comment
7. Board Comment
8. Adjournment

AS OF 04/30/2025

ACCOUNTING PERIOD 07/2025

FUND 602 NFWUA FUND

ACCOUNT	DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
0000-101.15-00	CASH / FIRST FEDERAL	360,934.98	
0000-155.00-00	ASSETS / PREPAID EXPENSES	10,068.00	
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		6.17
3600-536.30-31	OPERATING EXPENDITURES / PROFESSIONAL SERVICES	52,000.00	
3600-536.30-34	OPERATING EXPENDITURES / CONTRACTUAL SERVICES	26,350.00	
3600-536.30-47	OPERATING EXPENDITURES / PRINTING & LEGAL ADS	885.53	
3600-536.30-49	OPERATING EXPENDITURES / OTHER CHARGES	175.00	
3600-536.30-51	OPERATING EXPENDITURES / OFFICE SUPPLIES	488.88	
	FUND TOTALS	450,902.39	450,902.39

FUND IS IN BALANCE



North Florida Water Utilities Authority

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

Agenda Title

Bills and Vouchers - 3/25/2025 - 4/24/2025 - \$11,299.99

Nature and Purpose

This item requests Board approval for the payment of bills and vouchers in the amount of \$11,299.99 submitted - 3/25/2025 - 4/24/2025. 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 \$11,299.99

ACCOUNT NUMBER	PAYMENT DATE	DESCRIPTION	VENDOR NAME	AMOUNT
602-3600-536.30-31	4/10/2025	COSULTING SERVICES	BOBBY PAYNE CONSULTING LLC	\$ 5,000.00
602-3600-536.30-31	4/10/2025	LEGAL RETAINER	GRADY H WILLIAMS JR LLM	\$ 6,000.00
602-3600-536.30-51	4/10/2025	DIGITAL RECORDER	KNIGHT TECHNOLOGY GROUP	\$ 299.99
				<u>\$ 11,299.99</u>

Ellen Snyder

From: David Kraus
Sent: Tuesday, April 29, 2025 7:39 PM
To: Ellen Snyder; John Crews
Subject: Fwd: Utility Authority Employee Benefits

Sent from my iPhone

Begin forwarded message:

From: JD Curls <JD_Curls@ajg.com>
Date: April 29, 2025 at 4:18:14 PM EDT
To: Greg Scott <GregS@suwcountyfl.gov>, Mandy Fredrickson <MandyF@suwcountyfl.gov>, Paula Pennington <PaulaP@suwcountyfl.gov>, Josie Gaskins <jgaskins@columbiacountyfla.com>, David Kraus <david_kraus@columbiacountyfla.com>, Kari Guy <kguy@columbiacountyfla.com>, shannonr@suwcountyfl.gov, jmfurry@suwanneeparks.com
Cc: Tyson@firstchoiceifs.com, "Amy J. Johnson - Lake City" <Amy_J_Johnson@ajg.com>
Subject: Utility Authority Employee Benefits

External Sender - From: (JD Curls <JD_Curls@ajg.com>)

This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

Good Afternoon,

This email is intended to help everyone understand the process for setting up the health insurance benefits for the newly created CCBOCC/SCBOCC Utilities Authority. It is from our understanding this entity's start date is aiming for June 1, 2025. Since Shannon Roberts is an employee of the Suwannee County Board of County Commissioners the ease of transitioning would work best by keeping him covered under his current plan. The Utilities Authority would need to set up a reimbursement process in order to pay for health premiums incurred by SCBOCC. Once the Utilities Authority is ready for the employees from Columbia County Board of County Commissioners to come on board, those employees would be added to the SCBOCC's benefits plan without having a waiting period. This will ensure those employees would not have any lapse in coverages. Once the Utilities Authority is ready to begin hiring from outside the counties, those employees would be treated as a brand new employee and would have the normal waiting period (first of the month following 30 days). This will mirror the SCBOCC waiting period as they will be under their plans.

These are some items that will need to be considered:

Shannon's salary – How will this be paid? (to determine how payroll deductions will be handled)

Shannon's benefits - How much contribution will be paid towards the costs of benefits by each county?

Future employees from CCBOCC and brand new hire salaries – How will this be paid? (to determine how payroll deductions will be handled)

Future employees from CCBOCC and brand new hire benefits – How much contribution will be paid towards the costs of benefits by each county?

We hope this information will help you with this new venture.

I will be at the meeting on May 7th at 9:30 for any questions or discussion.

Thanks

Upcoming Out of Office: April 25th

[Book time with JD Curls](#)

J.D. Curls, Benefits Consultant
Health and Welfare Consulting



Insurance | Risk Management | Consulting

P 386.269.3363 | M 386.590.0951

JD_Curls@ajg.com | [LinkedIn](#)

137 NW. Madison St., Lake City, Florida 32055

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Ellen Snyder

From: David Kraus
Sent: Tuesday, April 29, 2025 4:48 PM
To: Ellen Snyder
Subject: FW: Information - Suwannee County

From: Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>
Sent: Wednesday, April 23, 2025 6:02 PM
To: David Kraus <dkraus@columbiacountyfla.com>
Cc: Greg Scott <GregS@SUWCOUNTYFL.GOV>
Subject: RE: Information - Suwannee County

External Sender - From: (Mandy Frederickson
<MandyF@SUWCOUNTYFL.GOV>)

This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

The County's Cost

- HMO - \$845.66
- PPO - \$832.18/mth
- HDHP - \$787.02/mth, Health Savings Account (HSA) compatible, the county contributes \$162.70 per month to HSA when employee-only coverage is selected

Mandy Frederickson,
Administrative Manager
224 Pine Ave., 2nd Floor, Live Oak, Florida 32064
O: (386) 364-3450 | C: (386) 209-4648
www.suwanneecountyfl.gov



From: David Kraus <dkraus@columbiacountyfla.com>
Sent: Wednesday, April 23, 2025 5:43 PM
To: Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>
Subject: RE: Information - Suwannee County

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mandy;

What is the County's cost for the health insurance policy?

David

From: Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>

Sent: Wednesday, April 23, 2025 5:39 PM

To: David Kraus <david_kraus@columbiacountyfla.com>

Cc: Greg Scott <GregS@SUWCOUNTYFL.GOV>

Subject: Information - Suwannee County

Mr. Kraus,

1. Current Salary
 - o \$46.66/hr, \$97,953 (base salary)
2. Attached is a copy of Suwannee County's annual and sick leave policy
3. Our insurance agent said he can remain on the Suwannee County BCC's health insurance policy after being employed by the utility board. He will have documentation within a week to provide us for review.

Please let me know if you have further questions or need additional information.

Thank you,

Mandy Frederickson,

Administrative Manager

224 Pine Ave., 2nd Floor, Live Oak, Florida 32064

O: (386) 364-3450 | C: (386) 209-4648

www.suwanneecountyfl.gov



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Attachment 1 to SRoberts Comp/ Benefits Request

Summary

- Found multiple sources for salary information for Utility Director. Could not find Executive Director role but tried to get close based on approximate roles
- Where possible, the search was narrowed to specific cities/locations but did not find specific information for Columbia or Suwannee County

Comparably

(<https://www.comparably.com/companies/350833/executive-salaries>)

Public Utility Executive Salaries

The average Public Utility executive compensation is \$266,772 a year. The median estimated compensation for executives at Public Utility including base salary and bonus is \$249,288, or \$119 per hour. At Public Utility, the most compensated executive makes \$720,000, annually, and the lowest compensated makes \$52,000.

GlassDoor

(https://www.glassdoor.com/Salaries/director-of-utilities-salary-SRCH_KO0,21.htm)

How much does a Director Of Utilities make?

Total pay range: \$157K - \$291K/yr \$209K/yr Median total pay

Pay breakdown

\$99K - \$182K/yr Base pay

\$58K - \$109K/yr Additional pay

Salary.Com

(<https://www.salary.com/research/salary/alternate/utility-plant-director-salary>) Use Chang City to get info below

How much does a Utility Plant Director make in Gainesville, FL?

Attachment 1 to SRoberts Comp/ Benefits Request

- As of April 01, 2025, the average annual salary for a Utility Plant Director in Gainesville, FL is \$175,890.
- Salary.com reports that pay typically ranges from \$149,790 to \$179,110, with most professionals earning between \$126,027 and \$182,042.

How much does a Utility Plant Director make in Tallahassee, FL?

- As of April 01, 2025, the average annual salary for a Utility Plant Director in Tallahassee, FL is \$174,120.
- Salary.com reports that pay typically ranges from \$148,280 to \$177,310, with most professionals earning between \$124,754 and \$180,214.

How much does a Utility Plant Director make in Jacksonville, FL?

- As of April 01, 2025, the average annual salary for a Utility Plant Director in Jacksonville, FL is \$182,150.
- Salary.com reports that pay typically ranges from \$155,120 to \$185,480, with most professionals earning between \$130,511 and \$188,512.

CCUA Director

In 2023, Jeremy Johnston D., earned \$230,722 by working as an Executive Director at the Clay County Utility Authority. According to public records, Jeremy Johnston's salary increased by 18.45% (\$35,939) from 2022 to 2023.

**COUNTY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
DAVID KRAUS**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on this 4th day of February 2021, by and between the Board of County Commissioners of Columbia County, a political subdivision of the State of Florida, (the “Board”), and David Kraus (“Kraus”).

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

WHEREAS, the Board desires to employ the services of Kraus as County Manager of Columbia County (the “County”), pursuant to the terms of the Columbia County Home Rule Charter as amended (the “Charter”), the Columbia County Code of Ordinances (the “County Code”), the Columbia County Administrative Code (the “Administrative Code”), and all relevant statutes, laws, and constitutional provisions applicable to the position of Manager;

WHEREAS, it is the desire of the Board to provide certain benefits and establish certain conditions of employment for Kraus as County Manager in accordance with this Agreement;

WHEREAS, it is the desire of the Board to secure and retain the services of Kraus as County Manager and to provide inducement for him to continue in such employment; and

WHEREAS, Kraus desires to accept employment as County Manager 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 Board hereby hires and appoints Kraus as County Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and any other County ordinances, regulations, resolutions or policies applicable to the position of County Manager, and to perform such other legally permissible and proper duties and functions as the Board shall assign from time to time.

B. Employment of Kraus as County Manager shall be effective as of the above date. This Agreement shall remain in effect until terminated by the Board or Kraus as provided herein.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Kraus as Manager 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 Kraus to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2. Duties and Obligations.

A. As the Manager, Kraus shall have all the duties, responsibilities, and powers set forth in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies applicable to the position of Manager. Kraus 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. Kraus, as the Manager, shall remain in the exclusive employ of the Board 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. Kraus may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Board at the Board's expense, provided that such activities shall not interfere with his primary obligations as the Manager pursuant to this Agreement. Kraus shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Kraus shall serve on any appointed or elected board 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 Kraus related to such service, such money or property shall be paid over to or delivered to the County, unless otherwise provided by the Board.

Section 3. Termination and Severance Pay.

A. Termination without Cause. The Board may, in accordance with its powers under Article 2, section 2.8(1) of the Charter, terminate the employment of Kraus as Manager, without cause. Kraus shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the effective vote to terminate Kraus. Upon termination under this part, Kraus 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 Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board;

(3) a lump sum payment at his then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; and

(4) continuation of the Manager's health insurance under Section 9 at County 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 Board may, in accordance with its powers under Article 2, section 2.8(1) of the Charter, for good cause shown, terminate the employment of Kraus as the Manager. Kraus 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 County Attorney. In the event Kraus's employment as Manager is terminated for cause, the County 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 County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Board; conduct unbecoming a public employee; 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 the Columbia County Code of Ethics. For the purposes of this subsection, if Kraus 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 Kraus should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Board 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 employment is terminated as provided herein, or a new employment agreement between Kraus and the Board supersedes it.

Section 4. Resignation.

A. Kraus shall provide the County 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 Kraus voluntarily resigns his position as Manager, the County 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 Annual Review.

A. The County shall pay Kraus for his services as the Manager an annual base salary of \$ 125,000.00 payable in equal installments pursuant to County policy and may increase Kraus's compensation from time to time as herein provided. Kraus's salary shall be automatically increased at the same time and by an amount equal to any COLA increase in salary given to the non-union employees of the Board. This Agreement shall not be construed as limiting the authority of the Board to increase the base salary or other benefits paid to Kraus under this or any other agreement.

B. The Board shall periodically review and evaluate the performance of Kraus as provide by the Charter.

Section 6. Retirement.

A. The Board shall contribute to the Florida Retirement System on Kraus's behalf 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 Board to the Florida Retirement System, Kraus 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. Kraus 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 County Manager require that he shall be on call for twenty-four-hour service. Due to the nature of his employment and to better facilitate Kraus's performance of these duties:

A. The County shall provide Kraus with a suitable County vehicle for his fulltime use. The County shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle.

B. The County shall provide a "smart" mobile phone for Kraus's 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 Kraus's phone.

C. The County shall provide for the equipping of a home office at Kraus's residence to include a computer monitor, keyboard, mouse, and other computer peripherals necessary to complete work from home. These peripherals shall be compatible with Kraus's County-issued laptop computer. It is expected Kraus will be required to work from home from time to time, including during states of emergency or if other conditions limit access to County office facilities.

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

Section 8. Other Benefits.

A. Except as may be otherwise limited under the terms of this Agreement, Kraus as the Manager shall be entitled to earn, use, accrue and be compensated for annual leave, sick leave, holiday leave and other benefits as are generally granted to other non-union employees of the Board of County Commissioners who have accumulated 20 years of service.

B. The Board, in consultation with Kraus, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Kraus's 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 Kraus and the then-serving Chairperson of the Board after consideration and approval by the Board of County Commissioners.

Section 9. Insurance.

A. The Board shall provide term life insurance as is generally provided to other non-union employees of the Board in the amount of \$125,000 at no charge to Kraus as the Manager.

B. The Board shall provide to Kraus medical and dental insurance on the same terms and conditions as are available to all other non-union employees of the Board.

Section 10. No Reduction of Benefits.

The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Kraus as the Manager, except and to the degree and extent such reduction is also imposed for all other non-union employees of the Board.

Section 11. Dues and Association Memberships.

A. The Board agrees to pay professional dues and subscriptions for Kraus as necessary for his participation in the Florida City and County Management Associations, as well as any other organizations that the Board agrees are necessary and desirable and conditioned upon budget approval.

B. The parties agree that it is necessary for the Manager and beneficial to the County for Kraus to attend professional conferences and training sessions relating to counties and county administration. The Board agrees that Kraus shall be permitted to attend professional association conferences and training sessions as selected by Kraus. The County shall pay the attendance, travel, and lodging expenses incurred in Kraus's attendance at such conferences including continuing education units, together with per diem for subsistence, all in accordance with the policies of the Board applicable to non-union employees, and up to the limitations and restrictions set forth in Section 112.061, Florida Statutes or other applicable Florida law.

Section 12. Residence.

Kraus shall at all times remain a full-time resident of the County during his employment as Manager under this Agreement. Should Kraus cease to reside within the County, that event shall constitute good cause for termination.

Section 13. Suspension

If the Board wishes to investigate allegations of misconduct by Kraus, then the Board shall have the authority to suspend Kraus as Manager, but only with full pay and benefits, until such investigation is complete and rendition of a final decision by the Board is made. Suspension may be imposed only by agreement of a majority of the Board and the Manager or after a public hearing in which a majority of the Board members vote to suspend the Manager for cause. Prior to any hearing relating to suspension of Kraus, the County Attorney shall give Kraus 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 County, the Board agrees that the County shall defend, hold harmless, and indemnify Kraus 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 Kraus within the scope of his employment hereunder. Provided, however, that Kraus shall timely report any such allegation to the Board and thereafter cooperate fully and honestly in the County's defense thereof. The Board may compromise and settle any such claim or

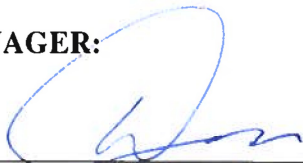
suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Kraus if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Kraus by the County for any acts or omissions committed within the scope of his employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Kraus's employment with the County. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Kraus 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 Kraus 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. 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 Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County 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.


MANAGER:



David Kraus

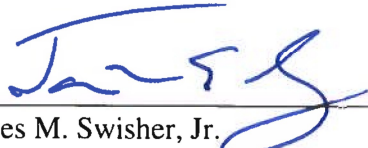
BOARD:

Board of County Commissioners of Columbia County

By: 

Rocky Ford, Chairman

Attest:



James M. Swisher, Jr.
Clerk of Courts

SUWANNEE COUNTY LEAVE POLICY

engaged in field or coast defense exercises or other training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active duty; provided, however, that leave of absence is granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one **(1)** annual period; provided, further that leaves of absence for **additional or longer periods of time without pay for assignment to duty with civilian conservation corps** units or other functions of a military character may be granted in the discretion of the Board, Request for military leave shall be submitted in writing with a copy of the military orders attached thereto at least one **(1)** month (if possible) prior to the commencement date of the proposed leave, Employees will receive all benefits during the seventeen (17) day leave, However, only longevity benefits will continue for those leaves granted for longer periods of time, except as granted by the Board,

If you are a full-time employee and enlist or are drafted into the armed services for active duty, you will be granted a military leave of absence without pay for the initial enlistment. All rules of re-employment apply according to the uniformed services employment and re-employment rights act (USERRA), Please contact the County's Human Resource Office for information related to your rights and duties under USERRA,

23.07 VACATION LEAVE

A, ACCRUAL

Vacation leave shall accrue when an employee is working except that, when an employee is on vacation their normal rate of accrual will continue to be credited to them.

1. Regular, full-time employees: Vacation leave shall accrue in proportion to the amount of time worked computed on a base rate of 96 hours per year during the first ten (10) years of service, 120 hours per year for the next ten (10) years of service, and 160 hours per year thereafter.
2. Regular Part-time employees: Employees who work 20 hours or more per work week **shall accrue annual leave in proportion to the amount of time worked computed on a base** rate of 96 hours per year during the first ten (10) years of service, 120 hours per year for the next ten (10) years of service, and 160 hours per year thereafter.
3. Temporary and Casual employees: Vacation leave shall not be credited or granted to **temporary or casual employees.**
4. Shift Fire Rescue employees: Vacation leave shall accrue in proportion to the amount of time worked computed on a base rate often (10) hours per month during the first ten (10) years of service; fourteen (14) hours per month for the next ten (10) years of service; and eighteen (18) hours per month thereafter.

(Revised: Resolution No. 2016-59, approved 5/3/2016 and Resolution No. 2024-11, approved 11/7/2023)

B. ACCUMULATION

Vacation leave may be accumulated in excess of 400 hours during the year but may not exceed 400 hours as of January 1 of each year. All hours in excess of 400 will automatically convey to sick leave January 1 of each year,

C, ADVANCE OF VACATION LEAVE PROHIBITED

No employees shall be granted vacation leave unless the time granted shall have already accrued **or will accrue during the vacation period.**

D. REQUEST FOR VACATION

- 1, Tardiness will be treated as an unpaid leave of absence unless a Department Head and/or **Supervisor at their sole discretion is convinced that circumstances warrant the use of annual leave.**

2. Department Heads: A Department Head shall notify the County Administrator one (!) week in advance if the Department Head plans to take more than two (2) days of vacation **leave in sequence.**
3. Department Directors: A Department Director that is supervised by a Department Head shall have the authority to approve leave requests submitted by employees the Department Director supervises. A Department Director shall notify the Department Head one(!) week in advance if the Department Director plans to take more than two (2) **days of vacation leave in sequence,**
4. Other employees: All vacation requests require pre-approval by the Department Head. Vacation leave in excess of three (3) consecutive working days by employees other than Department Heads should be submitted to the employee's Department Head a least one (!) calendar month prior to the desired commencement date or such advance notice as deemed appropriate by the Department Head. The Department Head shall be responsible for coordinating all vacation leaves in his/her department in order that the work program of that department will not be adversely affected. The Department Head shall **grant vacation leave at his or her discretion and shall be empowered to deny vacation leaves, if necessary, to retain on duty such employees as necessary to reasonably conduct the work program of that department.**
5. All employees seeking vacation leave for a period of three (3) weeks or longer must obtain prior County Administrator approval.

(Revised: Resolution No. 2024-11, approved 11/7/2023)

E. PAYMENT FOR UNUSED VACATION LEAVE

1. **Payment in lieu of vacation time is not authorized unless one of the following conditions exists:**
 - a. When an employee ceases to be employed by the County, he/she shall be paid for all accrued vacation leave. In the case of death of an employee, all unused annual leave at the time of death shall be paid to the employee's beneficiary, **estate, or as provided by law.**
 - b. When a regular fulltime employee chooses to become a casual employee and it is in the County's interest to allow the change in employment (as determined by the County Administrator), the employee shall be compensated for all unused vacation leave following the execution of a Payroll Change Notice.
2. Employees entering DROP or electing to retire within 12 months:

Pursuant to Florida Administrative Code, Rule 60S-11.004(b) and 60S-6.001, a **maximum of 500 hours of compensation for unused annual (vacation) leave may be used for the purpose of calculating average final compensation (AFC) related to the Florida Retirement System. There shall be a one-time payment for up to 500 hours annual leave if the employee elects to receive payment for unused leave upon entering DROP. If the employee chooses to defer payment of accumulated annual leave until retirement, the lump sum amount will not be included in the calculation of the employee's monthly benefit. Any additional leave payment made at the DROP end date cannot be included in the retirement benefit.**

(Revised: Resolution No. 2019-33, approved 6/18/2019)

F. INCENTIVES FOR THIRTY YEARS OF SERVICE

Upon thirty years of continuous service employees shall be presented with a plaque by the Board of County Commissioners. The employee shall also be granted a one time only paid day off to be taken at the discretion of the employee's supervisor depending upon the daily operations of the Department.

23.08 SICK LEAVE

A. POLICY

Sick leave is not a right which employees may use at their discretion but rather, sick leave is to be used only when the appropriate conditions and requirements are satisfied.

B, ACCRUAL

Regular Full-time - Computed on a percentage of time worked using eight (8) hours per month as a base.

Regular Part-time - Computed on a percentage of time worked using eight (8) hours per month as a base.

Temporary, seasonal, or casual No accrual.

Shift Fire Rescue Employees - Computed on a percentage of time worked using eleven (11) hours per month as a base.

C. ELIGIBLE AND INELIGIBLE USES

1. Personal sickness or disability of the employee or immediate family over which he has no control.
2. Legal quarantine because of exposure to contagious disease.
3. Medical, dental, or optical appointments, which cannot be arranged at any time other than during the employee's normal working hours.
4. Hospitalization, inpatient care, therapy, recovery from medical procedures.
5. Sick leave may not be used to postpone retirement.
6. Sick leave may not be used for vacations or other time off.
7. Sick leave may be used for follow-up appointments on a Workers Comp injury after an employee has been released to go back to work.

(Revised: Resolution No. 2016-59, approved 5/3/2016)

D. CERTIFICATE OF PHYSICIAN

The County may require an employee to establish a valid reason that an absence or tardiness was for a legitimate reason. Such proof, in the case of sickness or injury, may include the presentation of a medical doctor's excuse and/or completion of a County provided form by a medical/dental practitioner. Falsification of such documentation will result in termination.

E. REQUEST COMPENSATION FOR SICK LEAVE

To receive compensation when absent because of illness, the employee shall submit a request for paid leave form on or before returning to work.

F. DAILY REPORTING

1. Employees shall contact their immediate supervisor at the beginning of their scheduled work shift to inform them of sickness and an inability to arrive for work. Failure to do so **may result in a disciplinary action.**
2. Employees who are absent from work for more than three days shall call in each day and **obtain permission unless otherwise instructed by his or her Department Head or supervisor.**

G. UTILIZING SICK LEAVE/COMPENSATION

1. Regular full time and part time employees: Up to 58 hours annually = 100% of employees base rate of pay per 12 month period, January 1 through December 31.

Fire Rescue employees: Up to 79 hours annually= 100% of employees base rate of pay per 12 month period, January 1 through December 31.
2. Scheduled medical/dental procedmes and exams with written documentation= 100% of employee's base rate of pay and does not count against the hours ofutilization listed **in subsection 1 (requires prior authorization).**
3. For a serious health condition (see definition) sick leave will be compensated at 100% of Employee's base rate of pay.
4. All hours in excess of those listed in subsection 1, 2, and 3 will be compensated at 66 2/3% of employee's base rate of pay.

H. BENEFIT ACCRUALS

While using sick leave, employment benefits such as annual leave, sick leave, holiday pay will **continue.**

(Revised: Resolution No. 2024-11, approved 11/7/2023)

I. WHEN ACCUMULATED SICK LEAVE IS EXHAUSTED

When an employee's term of illness exceeds his/her accumulated sick leave, then, his/her accrued vacation leave may be used and converted to additional sick leave. When all sick leave and vacation leave is exhausted, then the employee's salary and all other benefits shall cease. The County shall have the right to separate the employee and fill the vacant position.

J. PAYMENT IN LIEU OF SICK LEAVE

Employees who are terminated for cause shall not receive any compensation for unused sick leave. Payment in lieu of sick leave is only authorized for regular full-time and regular part-time employees who have served a minimum of 10 consecutive years of fulltime employment in accordance with the following:

1. Employees hired on or before August 3, 1993
 - May take 100% of compensation for up to a maximum of 2080 hours at the time **employment ceases or,**
 - **May choose to receive intermittent compensation throughout employment up to a maximum of 2080 hours conditioned upon maintaining a 1040 hour balance for use during periods of sickness. The 1040 hour balance and any additional unused sick leave hours are then compensable at the time employment ceases, subject to the 2080 hour maximum payout when reconciled with prior payments. Neither method of payout shall entitle the employee to compensation for any unused sick leave in excess of the 2080 hour cap.**
 - Compensation shall be made at the employee's current rate of pay.

2. Employees hired after August 3, 1993
 - Shall be compensated 100% of up to 1040 hours at the time that employment ceases.
 - Compensation shall be made at the employee's current rate of pay.

(Revised: Resolution No. 2020-26, approved 4/21/2020, Resolution No. 2020-27, approved 4/28/2020 and Resolution 2021-23, approved 3/15 2021)

K. CAP ON SICK LEAVE ACCRUAL

A cap of 2,080 hours is hereby established regarding sick leave accrual.

(Revised: Resolution No. 2020-26, approved 4/21/2020)

L. ANNUAL NOTIFICATION

On or before November 1 of each year the employee will be required to sign a written statement indicating his/her accrued sick leave to date.

M. VOLUNTARY LEAVE TRANSFER DONATION PROGRAM

Under the Voluntary Leave Transfer Program (VLTP), a covered employee may donate sick, annual or compensatory leave directly to another employee who has a personal or family medical emergency and who has exhausted his or -her available paid leave. A donation is a gift of hours transferred from one employee to another with compensation being made at the hourly rate of the recipient.

Medical Emergency

A medical emergency is a medical condition of either the employee or the employee's immediate family (see below) that will require the employee to be absent from duty for a prolonged period and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the Voluntary Leave Transfer Donation Program. A donation is a gift of hours transferred from one employee to another with compensation being made at the hourly rate of the recipient.

Immediate Family

The definition of immediate family includes father, mother, spouse, child, brother, sister, grandparent, grandchild, step-parent, step-child, step-sibling, father-in-law, mother-in-law, **brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.**

Application to Become a Leave Recipient

An employee should apply in writing to the County Administrator or employee's agency, if other than a county commission department, to become a leave recipient. If the employee is not capable of making written application, an authorized representative may make the application on behalf of the employee.

Each application should include:

- The name, position title, and grade or-pay level of the potential leave recipient.
- **The reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient.**
- If required by the potential leave recipient's agency, certification regarding the medical emergency from one or more physicians or other appropriate experts.

COLUMBIA COUNTY ANNUAL LEAVE POLICY

CHAPTER 19-ANNUAL LEAVE

A. ELIGIBILITY AND ACCRUAL RATES

All regular full-time employees earn annual leave at the rates indicated below (unless specified by a collective bargaining agreement). Regular part-time employees who work at least twenty (20) hours per week earn pro-rated annual leave in proportion to the full-time equivalency (FTE). Temporary, on-call, elected, and other non-regular employees are not eligible to accrue annual leave. If eligible, annual leave will begin to accrue immediately upon hire but there will be a three (3) month waiting period (from the hire date) before the leave can be used.

ACCRUAL RATES FOR REGULAR EMPLOYEES

Length of Service	Biweekly
Up to 10 years (through 120 months)	3.693 hrs
10 years to 20 years (121- 240 months)	4.620 hrs
More than 20 years (241+ months)	6.160 hrs

ACCRUAL RATES FOR 12 HOUR SHIFT EMPLOYEES

Length of Service	Biweekly
Up to 10 years (through 120 months)	4.062 hrs
10 years to 20 years (121-240 months)	5.082 hrs
More than 20 years (241+ months)	6.776 hrs

ACCRUAL RATES FOR 24 HOUR SHIFT EMPLOYEES

Length of Service	Biweekly
Up to 10 years (through 120 months)	5.17 hrs
10 years to 20 years (121-240 months)	6.47 hrs
More than 20 years (241+ months)	8.62 hrs

8. COMPUTATION OF ANNUAL LEAVE

1. Regular employees will accrue annual leave based on length of continuous service with the Board of County Commissioners.
2. Annual leave will be earned on the last day of each pay period.
3. Annual leave cannot be used before it is earned.
4. Employees must be in active pay status (not on leave without pay) to earn leave.
5. Annual leave will not be used in increments of less than one quarter (1/4) hour.

6. Employees are encouraged to take annual leave within the calendar year. However, employees are allowed to carry over up to three hundred fifty-two (352) hours of annual leave accrued as of December 31st into the next calendar year. Annual leave in excess of 352 hours on the final payroll of the calendar year will be forfeited. Excess leave cannot be donated to other employees.
7. Employees who enter the Deferred Retirement Option Program (DROP) will be allowed to elect a lump-sum payment of any or all of their unused, accrued annual leave, up to the maximum 240 hours, at the beginning of the DROP participation period. Employees who enroll in DROP will continue to earn annual leave according to the accrual schedule. At final separation, the employee will be paid only for the annual leave balance, if any, not paid at the beginning of the DROP period.

C. USE OF ANNUAL LEAVE

1. Requests to use annual leave should be submitted in writing at least one calendar week in advance if possible.
2. Annual leave requests will be granted at the discretion of the Department Head or his/her designee who must consider departmental workloads. However, every effort will be made to accommodate employees.
3. Employees may not use annual leave to cover tardiness.
4. Cash payment in lieu of time off is not permitted, except as otherwise provided by County policy.

D. PAYMENT/FORFEITURE OF UNUSED ANNUAL LEAVE

1. Employees who separate from County employment before the completion of six (6) months of employment will not be paid for accrued annual leave. Such leave will be forfeited and cannot be donated to other employees.
2. Separating employees who have at least six (6) months of service with the County will be paid for all unused, accrued annual leave up to a maximum of two hundred forty (240) hours, provided that separation from County employment is for reasons other than misconduct. Leave will be paid at the employee's current rate of pay.
3. In the case of the death of an employee who is eligible for payment, unused annual leave will be paid to the employee's estate or otherwise as provided by law.

CHAPTER 20 • SICK LEAVE

A. ELIGIBILITY AND ACCRUAL

All regular employees will earn sick leave. Temporary, on-call, elected and other non-regular employees will not accrue sick leave. Employees must be in active pay status (not on leave without pay) to earn leave. Part-time employees who work at least twenty (20) hours per week will earn sick leave in a pro-rated amount computed on a base rate of 3.693 hours per biweekly pay period. If eligible, sick leave will begin to accrue immediately upon hire but there will be a three (3) month waiting period (from the hire date) before the leave can be used. Sick leave will be credited on the last day of each pay period.

ACCRUAL RATE FOR REGULAR FULL-TIME EMPLOYEES

Biweekly - 3.693 hrs

ACCRUAL RATE FOR REGULAR FULL-TIME 12 HOUR SHIFT EMPLOYEES

Biweekly - 4.062 hrs

ACCRUAL RATE FOR REGULAR FULL-TIME 24 HOUR SHIFT EMPLOYEES

Biweekly - 5.17 hrs

8. USE OF SICK LEAVE

1. Sick leave may be used only with the approval of the Department Head and will not be authorized prior to the time it is earned and credited to the employee.
2. Sick leave will be approved for the employee's personal illness, injury, disability, pregnancy or pregnancy related conditions including childbirth and miscarriage, or exposure to a contagious disease which would endanger others, or for an illness in the employee's immediate family (see definition of immediate family below). Sick leave may be used for doctor, dentist, or other recognized health care provider appointments when it is not possible to arrange the appointment for off-duty hours, but not to exceed the reasonable amount of time required to complete the appointment. Sick leave may not be used for injury sustained while engaged in outside employment.
3. "Immediate family," as used in the preceding paragraph, refers to the employee's spouse, children, parents, siblings, grandparents, grandchildren, in-laws, and domestic partner residing in the same household. A child is a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is incapable of self-care because of a mental or physical disability. A parent is a biological, adoptive, foster or step-parent. An in-law refers to a current father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Ellen Snyder

From: David Kraus
Sent: Tuesday, April 29, 2025 4:47 PM
To: Ellen Snyder
Subject: FW: Appointment of Members to NFUA

From: Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>
Sent: Friday, April 18, 2025 5:33 PM
To: Grady Williams <grady@floridaelder.com>; Ellen Snyder <esnyder@columbiacountyfla.com>
Cc: Leo Mobley <commissioner4@SUWCOUNTYFL.GOV>; Franklin White <commissioner5@SUWCOUNTYFL.GOV>; David Kraus <david_kraus@columbiacountyfla.com>; Greg Scott <GregS@SUWCOUNTYFL.GOV>; Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>
Subject: Appointment of Members to NFUA

External Sender - From: (Mandy Frederickson <MandyF@SUWCOUNTYFL.GOV>)
This message came from outside your organization.

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Good afternoon,

During the April 15, 2025, Suwannee County Board of County Commissioners meeting, Commissioners Leo Mobley and Franklin White were reappointed to serve another term on the NFUA board.

If you have any questions, please do not hesitate to contact our office.

Thank you,

Mandy Frederickson,
Administrative Manager
224 Pine Ave., 2nd Floor, Live Oak, Florida 32064
O: (386) 364-3450 | C: (386) 209-4648
www.suwanneecountyfl.gov



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