

# CODIFIED DISTRICT RESOLUTIONS

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# CODIFIED DISTRICT RESOLUTIONS

## 1.00 GENERAL PROVISIONS

### 1.01 Notice Policy

There is hereby established the following notice policy governing the adoption of resolutions by the Board.

**A. Notice Requirements for Resolutions Dealing with Rates and Charges, Connection Requirements, Issuance of Bonds and Levy of Taxes.** All resolutions setting rates and charges for services and facilities furnished by the District, establishing connection requirements, issuance of bonds and other revenue-producing certificates, and the levy of any tax, shall only be voted on by the Board after the following requirements are met:

1. The proposed resolution must be introduced in writing and must embrace only one subject and matters properly connected therewith. The subject is to be clearly stated in the title.
2. The proposed resolution may be read by title, or in full, on at least two (2) separate days and shall, at least ten (10) days prior to adoption, be noticed once in a newspaper of general circulation in the county.
3. The notice of the proposed enactment shall state the date, time, and place of the meeting; the title of the proposed resolution; and the place where the proposed resolution may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed resolution.
4. Emergency resolutions may be enacted by a two-thirds vote without complying with the above notice requirements.

**B. Notice Requirements for Other Resolutions.** All resolutions that establish District policy, other than those covered by Section A above, shall be considered for adoption by the Board only after the following notice requirement is met:

1. The proposed resolution must be introduced in writing and must embrace only one subject and matters properly connected therewith. The subject is to be clearly stated in the title.
2. The proposed resolution may be read by title, or in full, and shall, prior to adoption, be noticed once in a newspaper of general circulation in the City of Cedar Key as an agenda item to be acted upon by the Board at a meeting of the Board. Publication of the entire

resolution shall not be required. The agenda item shall provide reasonable notice of the nature of the resolution to be considered.

3. As an alternative to publication in a newspaper, the Board may, after determining that equally or more effective notice would be given by posting rather than publication, post the notice in at least three locations within the City of Cedar Key, with one of the locations being the front entrance to the District office.
4. Emergency resolutions may be enacted by a two-thirds vote without complying with the above notice requirements.

*[History: Resolution 98-08-10; 2003-01; 2007-02]*

## **1.02 Public Depositor Report**

The Chairperson of the District Board and the Administrative Secretary of the Board are authorized to execute form #D14-1009 entitled Public Depositor Report to the Treasurer of the State of Florida for the year ending 1998 and every year thereafter.

*[History: Resolution 98-06-08]*

## **1.03 Billing**

All bills for water and sewer services shall be rendered once each month, based on the schedules adopted by the District and in effect during the previous monthly period. Bills shall be due and payable by the 28<sup>th</sup> of each month at the office of the District.

*[History: Resolutions 72-020972, 76-102676, 99-01, 2008-06, 2013-05]*

## **1.04 Access to Facilities**

- A. That the agents or employees of the District shall have access at all times to all meters and connections (both water and sewer) to the District system, and shall have license to enter upon the premises of the consumer for all reasonable purposes in connection with said service, and to disconnect said service or services for the non-payment of bills when due, or to remove said meter or meters for any default on the part of the consumer.
- B. As a condition of receiving or continuing to receive water or wastewater utilities services from the District, the duly authorized representatives of the District shall be permitted at reasonable times to make necessary inspections of water & sewer facilities on private premises where such inspections are reasonably necessary to insure the compliance with the resolutions of the District relating to such services. If, after written notice delivered to the premises or mailed to the premises and to the owner, if not owner occupied, stating a reasonable time in which such inspections is needed to be made, the reason therefor, and the effect of failure to allow such inspection, the District's duly authorized representatives are then denied access to the premises for such inspection, the District may then discontinue all utilities services to such premises until such inspection is permitted. No such inspection is to

be made without two (2) of the District's employees and/or Commissioners being present on the premises.

*[History: Resolutions 72-020972, 76-102676, 84-012684, 93-061493, 99-02]*

### **1.05 No Free Service**

No water shall be furnished free of charge to any persons, firm or corporation whatever, and the District and each and every agency, department and instrumentality thereof which uses the water system shall pay therefor at the rates fixed by Resolution. No sewerage facility shall be furnished free of charge to any person, firm or corporation whatsoever and the District and each and every agency, department and instrumentality which uses the sewer system shall pay therefor at the rate fixed by Resolution.

*[History: Resolution 72-020972, 76-102676]*

### **1.06 Temporary Service**

- A. Temporary service, such as service for circuses, fairs, carnivals, swimming pool filling, construction work and the like, shall be rendered upon written application accompanied by a deposit sufficient to cover the district's estimate of the cost of water to be consumed, materials, labor, and any other expense incurred by the District in rendering such service. Upon termination of this service, any balance of this deposit shall be refunded to the consumer.
- B. Temporary service, such as for circuses, fairs, carnivals, swimming pool filling, construction work, and the like, may also be rendered by installing a meter or through an existing fire hydrant, at the option of the District. Service may be rendered in this manner upon written application accompanied by a non-refundable meter installation and removal charge. Water used through such a temporary meter shall be paid for at the prevailing general water service rate. This type of temporary connection shall be allowed for a maximum time period of sixty (60) days, but may be extended at the discretion of the Board of Commissioners.
- C. The water capital facilities charge imposed hereunder shall not be charged or collected for temporary service as herein defined.

*[History: Resolution 84-012684]*

### **1.07 Records Management**

- A. **Intent.** It is the intent of this section to create a records management system in conformity with Florida Statutes, Chapters 119 and 257.

**B. Definitions.**

1. "Inactive Records" means those records that are no longer required for daily operations, but which must be retained due to legal or operating reasons.
2. "Public Record" means all documents, papers, letters, maps, books, tapes, photographs, film and sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by the District.
3. "Records Management" means the management of information and records. This includes but is not limited to management of forms and reports, control of correspondence, management of filing equipment and office duplication machines, and management of record storage.

**C. Ownership of Records.** All Public Records created or received by the District shall be the property of the District, and shall be delivered by outgoing employees to the Superintendent.

**D. Records Management Liaison Officer.** The Administrative Secretary for the District shall be the Records Management Liaison Officer.

**E. Custodian of Records.** The Administrative Secretary for the District shall be the custodian of all Public Records.

**F. Records Management Program.** The Administrative Secretary for the District shall be responsible for implementation of the records management program for the District. In this regard, the Administrative Secretary shall, at a minimum:

1. Develop and circulate such rules and regulations as may be necessary and proper to implement and maintain the records management program.
2. Establish a location for the records storage center for the District.
3. Establish a standardized, economical and efficient method for filing and storage of documents.
4. Prepare a public records inventory and destruction schedule.
5. Identify inactive records and establish the manner in which they are to be stored. Offsite storage may be used for such records if necessary.
6. Advise and assist all employees of the District regarding the records management program.
7. Ensure that all requests for public records are responded to in a timely, lawful manner.

8. Destroy public records in accord with the State of Florida, General Records Schedule GS1-L for Local Government Agencies, and file the necessary Records Disposition Compliance Statement with the Florida Department of State.

**G. Responsibilities of Employees.** All employees of the District shall:

1. Comply with the spirit and intent of F.S. chs. 119 and 257.
2. Convey to the Administrative Secretary all Public Records to be maintained and stored.
3. Destroy public records only upon the direction of the Superintendent.

*[History: Resolution 2002-01]*

**1.08 Purchasing**

**A. Purchases of up to \$1,000.** Purchases of \$1,000 or less may be approved by the General Manager.

**B. Purchases over \$1,000 up to \$3,000.** Purchases of more than \$1,000 up to \$3,000 may be approved by the General Manager subject to the following:

1. Except in cases where the purchase is for used equipment, or where there is a sole source for the purchase, the General Manager shall attempt to obtain at least 3 quotes for the item or service.
2. The General Manager shall report all such purchases to the District Board at the Board's next regular meeting.

**C. Purchases of greater than \$3,000, but less than \$10,000.** Purchases of greater than \$3,000, but less than \$10,000, shall be approved in advance by the District Board, subject to the following unless modified by the Board:

1. Except in cases where the purchase is for used equipment, or where there is a sole source for the purchase, the General Manager shall attempt to obtain at least 3 quotes for the item or service.
2. The General Manager shall report all such purchases to the District Board at the Board's next regular meeting.

**D. Purchases over \$10,000.** All contracts for purchases of \$10,000 or more shall be awarded on the basis of sealed competitive bidding. Provided, however, that if the contract is for the purchase of used goods or equipment, the Board may forego competitive bidding.

**E. Emergency Situations.** Nothing in this Section 1.08 shall apply where the General Manager determines that the failure to make an immediate purchase would jeopardize the health or

safety of the public or damage the environment. In such a circumstance, the General Manager shall make necessary purchases and report such purchases to the Board for ratification at the next Board meeting.

**F. Competitive Bidding.** Except where otherwise required by State law, the following competitive bidding procedures shall be followed:

1. An invitation to bid shall be issued and shall include a purchase description and all contractual terms and conditions applicable to the procurement.
2. Adequate public notice of the invitation to bid shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice shall involve, at a minimum, publication in the legal notice section of a newspaper of general circulation within the City of Cedar Key.
3. The invitation to bid shall set forth the following rules for responding to the bid:
  - a. Bids shall be submitted by U.S. Mail, private delivery service, hand delivery, or email.
  - b. If submitted in paper form to the District office, the bid shall be in a sealed envelope that clearly identifies the bid request and that it is a bid in response to that request.
  - c. If submitted by email, the “subject” line of the email shall clearly identify the bid request and that it is a bid in response to that request. The actual bid document shall be in the form of a “pdf” attachment to the email. No part of the bid response shall be in the body of the email.
4. Bids shall be opened publicly by the General Manager in the presence of a Board member and one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid, and other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
5. Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may involve criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs.
6. In awarding purchases or contracts to bidders, contributing factors may justify awarding to a higher more responsible bidder.
7. Contributing factors may include but are not limited to bids exceeding minimum specifications at a relatively minor cost which would better benefit the District; prior



history with the District, including favorable contracts, commodities or services; and residence and place of business of contractor, subcontractors and suppliers.

*[History: Resolution 2003-04; 2007-01; 2011-02; 2015-01]*

### **1.09 Use of District's Vehicles**

- A. District vehicles, including pick-up trucks and automobiles, are to be used for District purposes only.
- B. Due to liability issues, the District discourages passengers from riding in these vehicles unless they also work for the District or they are riding in the vehicle in connection with District business.
- C. It is acceptable for District employees to stop at convenience stores or restaurants for bathroom breaks, snacks, drinks or lunch, but other use of District vehicles for private purposes is prohibited unless specifically authorized by the General Manager pursuant to D below.
- D. The General Manager may authorize limited private use of District vehicles on a case-by-case basis where doing so is in the best interests of the District and employee.

*[History: Resolution 2008-03]*

### **1.10 Identity Theft Prevention Program**

The Cedar Key Water and Sewer District has adopted an Identity Theft Prevention Program pursuant to the Federal Trade Commission's Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. 16 C. F. R. § 681.2. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, the District Board adopted the Identity Theft Program, as set forth in Appendix F hereto, as being appropriate for the Cedar Key Water and Sewer District.

*[History: Resolution 2009-03]*

### **1.11 Audit Committee**

- A. **Established.** Pursuant to Section 218.391, Florida Statutes, the Cedar Key Water and Sewer District Audit Committee is hereby established, and shall have the following members:
  - 1. The District's General Manager.
  - 2. The District's Administrative Secretary.
  - 3. The Chairman of the District's Board.

## **B. Purpose.**

1. The primary purpose of the audit committee is to assist the District Board in selecting an auditor to conduct the annual financial audit required in Section 218.39, Florida Statutes. In carrying out this function, the Committee shall follow the auditor selection procedures and other requirements as set forth in Section 218.391, Florida Statutes.
2. The audit committee may serve other audit oversight purposes as assigned to it from time to time by the District Board.

## **C. Organization.**

1. The Audit Committee shall be chaired by the Chairman of the District Board, who shall be responsible for calling meetings of the Committee as necessary to fulfill its functions.
2. A quorum shall consist of all 3 members of the Committee.
3. All meetings of the Committee shall be noticed and open to the public. Minutes of each meeting shall be taken.

*[History: Resolution 2010-04]*

## **2.00 PERSONNEL**

### **2.01 General**

#### **A. Purpose**

1. The following policies have been established by the Board of Commissioners of the Cedar Key Water & Sewer District, of Cedar Key, Florida, in order to benefit both employees and the District and clarify all regulations of the District regarding its employees.
2. These policies have been established by the Board to act as a basis for assuring fair and equal treatment of all employees and to guide the establishment of specific rules, regulations and procedures applicable to each employee. These policies apply to all employees of the District. All employees shall read these policies, or have same read and explained to them, and shall certify same by signing a statement to that effect.

#### **B. Hiring and Termination of Employees**

1. The decision to hire or terminate the General Manager shall be made by the Board.
2. The decision to hire or terminate all other employees of the District shall be made by the Board, but only upon the recommendation of the General Manager.

3. The Board may establish policies, rules, regulations and duties for each employee, none of which policies may go against any laws including the Fair Labor Standards Act and all State and Federal laws governing employment, equal employment opportunity and employment practices.

*[History: Resolution 98-09-14, 2007-04]*

## **2.02 Classification of Employees**

- A. Classifications.** Employees are classified as Probationary, Regular or Temporary.
- B. Probationary.** All new employees shall serve an initial probationary period of ninety (90) days. In addition, for just cause, the Board, upon recommendation of the General Manager, may place any employee on administrative probationary status for up to thirty (30) days. During probationary period(s), an employee who does not meet work standards may be terminated. No benefits accrued during a probationary period may be used by any employee when said employment ends during probation.
- C. Regular.** Employees who have completed an initial probationary period for full-time employment shall become Regular Employees and are eligible for employee benefits, including accrued probationary benefits. Regular employees may be classified as full-time or part-time. Part-time employees shall not be eligible to receive employee benefits. Part-time employees shall be those employees working less than thirty hours per week on a regular basis.
- D. Temporary.** Employment on a full-time or part-time basis for less than six (6) months, for specific tasks which end upon completion of the task, are classified as Temporary. Temporary employees are not eligible for employee benefits.
- E. Physical Exam.** Prior to employment, all Regular Employees shall have physical examination by a physician and submit the results of such examination to the Board.

*[History: Resolutions 98-09-14, 2000-01, 2007-04]*

## **2.03 Hours of Work**

- A. Normal Work Week.** The normal work week shall consist of 40 hours of work performed during any consecutive seven-day period. The Board shall establish office hours during which time office personnel will keep the office open for business. Office personnel who work for the total amount of hours that the office is open are considered full-time employees. Hours shall be established for each employee by the Board which best meet the needs of the District operation.
- B. Lunch.** An unpaid lunch period of one hour shall be established for each employee to best meet the needs of the employee and of the District. The lunch period shall not be considered part of the work week.

**C. Record of Hours Worked.** A record of hours worked each week for each employee shall be submitted to the General Manager for payroll purposes and shall remain with the payroll records and a Monthly summary of all employee hours, including vacation hours, sick hours and any other time off shall be submitted to the Board by the General Manager. No employee may be absent from duty without authorized leave except in the case of any emergency or sickness which may be verified through medical receipts or other evidence presented to the General Manager and shall be included in the Employee Monthly Summary given to the Board. An employee or representative of the employee must report any absence as soon as possible on the day it occurs. Employees should make every attempt to notify the District of the absence prior to the scheduled time of reporting for work. Should this not be possible, said required notice shall be as soon as can be effected.

**D. Overtime.** On occasion or in emergency or special situations, employees may be asked to work other than regular hours during a work week. Employees may be granted compensatory time in lieu of overtime payment in some cases. Scheduling overtime work shall be at the discretion of the General Manager. Overtime pay shall be calculated at the rate of 1 ½ hours ("time and a half") for each hour of overtime, except for holidays which shall be computed at two hours ("Double time") for each hour of overtime. Overtime work of a duration less than an hour shall be calculated as one hour. Overtime and compensatory time must be agreed to prior to the work. For purposes of determining whether work shall be considered overtime, only time actually spent on the job shall be counted towards the work week, and not time taken for sick leave, annual leave, and the like.

**E. On-Call Time**

Employees who are required to be on-call shall be compensated for such on-call time in compliance with state and federal labor laws as follows:

1. For each 24-hour period during which an employee is on-call during a portion of that 24-hour period, the employee shall be compensated 2.5 ~~one~~ extra hours of pay.
2. If while on-call an employee is called and must report for duty, the employee shall be compensated for the time that he is actually on duty, provided, however, that the minimum time the employee shall be compensated shall be 1 hour. Time spent responding to such a call shall automatically be compensated at the overtime rate or, if on a holiday, at the holiday rate.

**F. Work Schedule for Plant Employees**

The District employs three full-time plant employees. These three employees shall work and be on-call on a rotating schedule as set forth in the following table:

	Week 1 On-Call: A			Week 2 On-Call: B			Week 3 On-Call: C		
	A	B	C	A	B	C	A	B	C
<b>Saturday</b>	4 OC	0	0	0	4 OC	0	0	0	4 OC
<b>Sunday</b>	4 OC	0	0	0	4 OC	0	0	0	4 OC
<b>Monday</b>	8 OC	8	8	8	8 OC	8	8	8	8 OC
<b>Tuesday</b>	8 OC	8	8	8	8 OC	8	8	8	8 OC
<b>Wednesday</b>	8 OC	8	8	8	8 OC	8	8	8	8 OC
<b>Thursday</b>	8 OC	8	8	8	8 OC	8	8	8	8 OC
<b>Friday</b>	0	8	8 OC	8 OC	0	8	8	8 OC	0

*Notes:*

- The letters A, B, and C, represent the three full-time plant employees. The General Manager shall assign a position on this Table to each of the three employees.*
- The numbers represent number of hours worked by the employee on the given day.*
- OC indicates that the employee is on-call for that day.*

[History: Resolutions 98-09-14, 2007-04, 2010-09, 2015-02]

**2.04 Holidays.** Paid holidays are:

<b>HOLIDAY</b>	<b>DATE</b>
New Years Day	January 1st
Martin Luther King Day	
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25th

When a holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed. When a holiday occurs during an approved leave period, the employee shall not have that day charged against accrued leave. Eligible employees who are required to work on holidays may earn overtime at the "double time" rate or 2 times the regular rate. This does not apply to employees receiving compensatory time for On-Call work. The Board, at its discretion, may change these holidays or grant other holidays or make special payments for work during holidays.

*[History: Resolution 98-09-14]*

## 2.05 Annual Leave

**A. Accrual.** Annual leave is accrued at the rates indicated in paragraph B below for Permanent Full-time Employees. Permanent part-time employees earn leave as provided in paragraph B below on a prorated basis in proportion to time worked. Temporary employees and employees who separate during a Probationary period do not earn leave. Annual leave shall vest with the employee at the end of each month worked and shall begin to accrue on the date of initial employment known as the employee's "Anniversary Date." Annual Leave shall accrue while employee is on vacation using earned annual leave.

**B. Rates.** Annual leave shall accrue at the rates and amounts specified in the following table:

Period of Employment	Annual Leave Accrued	Days Earned per Month
1-3 years	1 week (5 days)	.42 days
4-7 years	2 weeks (10 days)	.83 days
8-12 years	3 weeks ( 15 days)	1.25 days
Greater than 12 years	4 weeks (20 days)	1.67 days

**C. Limitation.** Employees that have earned three or more weeks of annual leave must arrange with their supervisor to take multiple vacations to minimize adverse impacts to the District resulting from prolonged employee absence.

**D. Use of Annual Leave.** Annual leave may be used in the same year it is earned. At the discretion of the Board, salary may be paid in lieu of annual leave.

**E. Maximum Accumulation.** A maximum of 240 hours of annual leave may be accrued by an employee. At the time that an employee resigns or retires, the employee may be compensated for unused annual leave up to the maximum of 240 hours.

**F. Reporting.** The Administrative Secretary shall report monthly to the Board the status of accrued annual leave for all employees.

*[History: Resolutions 98-09-14, 2000-05, 2008-011, 2014-03]*

## 2.06 Sick Leave

- A. Accrual.** Regular full-time employees shall earn 8 hours of sick leave for each full month employment. Full-time employees required to work 35 hours per week shall earn 7 hours of sick leave for each full month of employment. Regular part-time employees earn sick leave in proportion to time worked. Temporary and Probationary employees do not earn sick leave.
- B. Use.** Only sick leave which has been earned and accrued prior to the date of absence may be taken. Sick leave may be used for sickness of the employee, or to attend to the sickness of a member of the employee's immediate family, or for medical appointments for the employee or employee's immediate family, including wellness, dental, or vision. The term "immediate family" shall include the employee's spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister, child, grandchild, or the grandparent, parent, brother, sister, child, grandchild, of the employee's spouse or domestic partner, or the spouse or domestic partner of any of them.
- C. Accumulation.** Sick leave hours may be carried over from year to year and accumulated with no maximum. At the time of resignation or retirement, however, an employee shall be compensated for only 25% of accumulated unused sick leave.
- D. Transfer.** The Board may, at its discretion, as determined on a case by case basis, allow employees to contribute accrued sick leave to another employee.
- E. Reporting.** The Administrative Secretary shall report monthly to the Board the status of accrued sick leave for all employees.

*[History: Resolution 98-09-14, 2000-01, 2008-01, 2014-03]*

## 2.07 Leave of Absence

The Board may grant leave of absence in the following special circumstances:

1. For death or critical illness in the immediate family (spouse, child, grandchild, parent, sibling or grandparent) from one 1 to three 3 days administrative leave with pay. The length of the paid leave shall be determined by the Board. The Board may grant additional unpaid leave where the Board finds such additional leave to be in the best interest of the District.
2. For required military service a leave of absence without pay.
3. For required Jury Duty a leave of absence with pay for up to 30 days.
4. For Maternity leave beyond accrued Sick leave a leave of absence without pay for up to 10 months subject to employment conditions which may be negotiated with the District.

*[History: Resolution 98-09-14; 2002-02]*

## **2.08 Workers Compensation**

Employees are eligible for Workers Compensation for injury or illness related to employment. All accidents or injuries must be reported as soon as possible. Any health insurance offered by the District shall be in addition to and not in lieu of Workers Compensation, Employees are required to use Workers Compensation for any work-related injury or illness of more than five (5) days duration. Accrued sick leave and salary will be discontinued during the period covered by Workers Compensation and no benefits shall accrue. In the event of extended disability, the District may request, at their expense, a second medical opinion.

*[History: Resolution 98-09-14]*

## **2.09 Group Insurance**

All Regular Full-Time employees and Board members shall be eligible for participation in any and all kinds of group insurance that may be provided through agreements with insurance companies and the District, subject to any limitations imposed by the agreement. The Board shall decide how much of the premiums will be paid by the District. Coverage for employee dependents-and Probationary employees shall be at the expense of the employee. Regular part-time employees may, at the discretion of the Board, be included in group insurance. Coverage for Regular Part-Time employees may be prorated based on amount of time worked. Part-time employees may be required to pay part of the costs of any group insurance. Request for coverage and payroll deductions required shall be in writing. Requests to discontinue coverage and deductions shall be in writing.

*[History: Resolution 98-09-14]*

## **2.10 Code of Ethics**

The "Code of Ethics for Public Officials and Employees", Part III of Florida Statutes is incorporated by reference in these policies. Disciplinary guidelines shall be established by the Board. Valid grievances which cannot be resolved between the employee and the immediate supervisor shall be addressed by the Board. Termination, dismissal, layoff or problems addressed by this policy are not grounds for a grievance.

*[History: Resolution 98-09-14]*

## **2.11 Employee Discipline**

A permanent employee may be disciplined or discharged only for just cause and in a fair, impartial and consistent manner as established herein. Official reprimands for all employees shall be written and provided to the employee receiving the reprimand and placed in the employee's personnel file. The employee shall be requested to sign the statement; however, signature does not necessarily imply agreement. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. The employee shall have the opportunity to respond in writing to the reprimand. Whenever possible, the District shall make every effort to reprimand an employee in a private manner to avoid unnecessarily embarrassing the



employee. Disciplinary action involving discharge, demotion and suspension with loss of pay are subject to the grievance provisions contained in Section 2.14 of this Part. Written instructions and warnings are not subject to said grievance provisions.

*[History: Resolution 2000-01]*

## **2.12 Termination - Suspension - Resignation**

**A. Right to Terminate.** The District has and reserves the right to terminate the employment of Temporary and Probationary employees with or without cause at any time. The District retains the right to terminate any employee for just cause which shall be defined as:

1. Violation of the "Code of Ethics"
2. Continued gross neglect of duty
3. Absence without leave
4. Incompetence or unwillingness to render satisfactory service
5. Insubordination or serious breach of discipline
6. Negligence or willful damage to public property or waste of public supplies or equipment
7. Physical or mental inability to perform required duties
8. Falsifying public records
9. Conviction of a felony or any criminal act involving morals
10. Reporting to work under the influence of alcohol or illegal drugs
11. Consuming alcohol or illegal drugs while on duty
12. Lack of work or funds or a general reduction in the work force.
13. Constant or repeated swearing, use of profanity, or use of vulgar language during working hours.

### **B. Unpaid Suspension.**

1. The District may impose an unpaid suspension of any employee for any reason as noted above in Reasons for Termination, for a period of up to thirty (30) days. As a condition of reinstatement, an employee may be demoted with a decrease in compensation.
2. The General Manager shall have the authority to issue up to 8 hours of Unpaid Suspension to an Employee for any of the above Reasons for Termination. All Suspensions in excess of 8 hours shall be by Board action.

**C. Resignation.** All employees are required to submit written notice of resignation at least two weeks in advance of the effective date. Failure to give proper notice in writing may result in forfeiture of all benefits accrued.

*[History: Resolutions 98-09-14; 2010-07]*

## 2.13 Mileage Reimbursement

- A. Applicability.** This mileage reimbursement policy shall apply whenever an employee is asked by the General Manager to use his or her own vehicle to carry out District-related business. Any employee so asked shall be entitled to reimbursement at the rate set forth in this policy.
- B. Reimbursement Rate.** Travel expenses shall be paid at the then-current rate set by the Internal Revenue Services for business travel.

*[History: Resolution 2008-05]*

## 2.14 Grievance Procedures

- A. To Be Heard by Board.** Any employee grievance that cannot be resolved with the immediate supervisor can be brought to the Board of Commissioners of the District. Issues which may come before the Board may include, but are not limited to, disagreements concerning evaluations, reprimands, suspensions, wage or salary recommendations, or any issue not specifically addressed by Personnel Policies.
- B. Procedures.** In hearing a grievance dispute, the following procedures shall apply:
1. The employee shall request the Administrative Secretary to place the issue on the agenda.
  2. The item may be removed from the agenda only at the request of the employee.
  3. The Board shall hear the grievance as follows:
    - a. A summary of the issue without opinion by a Board member appointed to handle this grievance.
    - b. Employee statement
    - c. Supervisor statement
    - d. Witnesses for the employee or any written materials appropriate to the issue.
    - e. Witnesses against the employee or any written materials appropriate to the issue.
    - f. Employee's rebuttal and closing statement.
- Thereafter, discussion shall be limited to the Board members except for specific questions to those directly involved and with first-hand knowledge of the issue(s).
4. A decision by a majority of the board shall be final, except as may be otherwise provided by law.

*[History: Resolution 98-09-14]*

## **2.15 General Rules for Employees of the District**

Notwithstanding any specific duties or regulations described in individual job descriptions, the following rules apply to all employees of the District.

- A. The District offices are open from 8 a.m. to 4 p.m. Monday through Friday except for one hour from 12 -1 when the office is closed. The sign should be posted when the office is closed.
- B. No employee of the District shall be outside the District during working hours unless on approved District business.
- C. Paychecks will be distributed only on payday and not before noon of that day.
- D. The first time an employee comes in late or leaves early without a valid excuse or permission, a note of tardiness will be placed in the personnel file. The second incidence of coming in late or leaving early without excuse or permission will result in a warning and the third incidence, within any 30-day period, will result in the employee being sent home without pay. Any further incidence will result in the employee being suspended for three (3) days without pay and a written notice placed in the personnel folder.
- E. Any time an employee does not report to work or call in at all will result in the loss of that day's pay and a note placed in the personnel folder. The second infraction within a 30-day period will result in a 3-day suspension without pay and a notice placed in the personnel folder.
- F. Repeated absence without permission will result in the Supervisor recommendation for dismissal.
- G. All days off or leaves must be approved by the Supervisor or the Board.

*[History: Resolution 98-09-14]*

## **2.16 Job Descriptions**

Job Descriptions are included in this Personnel Policy at Appendix A, as well as current starting salary ranges. These may be altered at any time by the Board with 30-day notice to the employee of any change that will affect that employee.

*[History: Resolution 98-09-14, 2000-01, 2007-04]*

## **2.17 Job Evaluations**

All District employees shall be evaluated annually, with said evaluations completed not later than July 15<sup>th</sup> each year so that employee salary increases can be calculated and incorporated into the annual budget adopted by the Board in September and taking effect October 1<sup>st</sup> of each year.

The Board shall evaluate the District Superintendent and Administrative Secretary each year based upon the self evaluations completed by each such employee, and upon the independent observations of each Board member. All employees shall be evaluated, in part, using the evaluation form contained in Appendix C, of this Chapter.

*[History: Resolution 98-09-14, 2000-01]*

## **2.18 Continuing Education**

- A. The District shall pay for employee tuition for educational courses taken in furtherance of the requirements of employment for the applicable position. All employees for whom said tuition is paid by the District shall complete the course. The District shall only pay for such course once. In order to receive reimbursement from the District, the employee shall obtain prior approval by the Board that the costs of the course are eligible for reimbursement by the District.
- B. The Board may authorize payment for additional tuition costs incurred by employees wishing to attend additional educational courses that are beneficial to the District, but which are not required for employment in the applicable position. The employee shall be responsible for payment of said tuition if the employee fails to complete the course or obtain any certification normally received upon successful completion of the course.
- C. Any employee receiving tuition reimbursement for courses taken which are needed to obtain a required certification shall be terminated if the required certification is not obtained within one year following completion of said course.

*[History: Resolution 2000-01, 2007-04]*

## **2.19 Salary Adjustments.**

Employee salaries shall be adjusted annually when financially feasible as follows:

- A. Salaries shall be adjusted annually with said adjustment based upon the cost of living index recommended by the District accountant; and
- B. The District shall annually evaluate employees as provided in Section 2.17 of this Chapter. Following said evaluation, a determination shall be made regarding what, if any, merit pay increase shall be awarded to each employee. Merit pay increases may be granted based on merit, with the said merit pay increase ranging between one and five percent.

*[History: Resolution 2000-01]*

## **2.20 Drug Free Work Place**

The District shall maintain a drug free work place meeting the minimum requirements of the Drug-Free Workplace Program under Florida's Workers' Compensation Law, Fla. Stat. § 440.101-.102, and rules promulgated pursuant thereto. The policy shall be maintained at Chapter 2: Resolutions, Appendix B, Laws of Cedar Key Water & Sewer District.

*[History: Resolution 2000-01]*

## **2.21 Retirement Plan**

All resolutions relating to the retirement plan for the benefit of District employees are available at the District office.

## **2.22 District Commissioners**

**A. Duties and Responsibilities.** The duties and responsibilities of District Commissioners shall include, but not necessarily be limited to, the following:

1. Prepare for and attend all regular and special meetings of the District Board.
2. Take and respond to any inquiries from customers of the District, and refer matters as necessary to District staff.
3. Provide direction and assistance to District staff as prudent and necessary.
4. Be observant in going about day-to-day affairs in Cedar Key with regard to any problems with District facilities, equipment, or employees, and promptly report any observed problems to the District Superintendent.

## **B. Compensation.**

1. District Commissioners shall be compensated by the District in the amount of \$400 per month. At the option of each District Commissioner, the premium for participation by the District Commissioner in the District's group health insurance plan may be deducted from the Commissioner's net monthly compensation. District Commissioners shall not be entitled to additional compensation of any kind.
2. District Commissioners shall not be entitled to reimbursement for any out-of-pocket expenses unless specifically approved by the District Board.

*[History: Resolutions 2002-03; 2012-01]*

## **3.00 MANDATORY CONNECTION TO DISTRICT FACILITIES**

### **3.01 Mandatory Connection to Water Facilities**

**A. Time Limit.** The owner of any house, building or other improvement on any property used, or to be used, for human occupancy, employment, recreations, business, or other purpose which is or shall be served by a water supply system and located on property abutting any street, alley, right-of-way, or easement on which a public water line is installed, and located within 200 feet of such water line, shall, immediately upon the effective date of this resolution, or within 60 days after the completed construction of such water line in operative

condition, whichever date is the later, connect or cause to be connected, all water supply facilities from said property and improvement to the public water line.

## **B. Rates and Charges**

1. The owner and/or occupant of such property required to be so connected to the public water line shall pay to the District the monthly rates and charges for the use or availability for use of such water line according to the schedule of rates currently in effect in the District, the charges for which shall commence on the date such property is connected or required to be connected (whichever first occurs) to said water line as provided above. Provided, however, that a customer may choose not to install a water meter, or have an existing water meter removed, and in such case water and sewer charges to the property shall cease for the period that the meter is removed, if the following conditions are met:
  - a. The customer shall agree to and pay all meter removal and installation fees adopted by the District.
  - b. The customer certifies that the structure served by the district water line shall be vacant and not in use during the entire period that the meter is removed. If at any time the District determines that the structure is occupied and/or being used, the District may install a water meter at the owner's expense, and shall commence charging the property pursuant to the District's normal water and sewer charges.
2. All hook-up and meter fees payable as a result of connections made hereunder shall be due and payable within ninety (90) days from the date such property is connected or required to be connected (whichever first occurs as provided above).

**C. Submission of Statements.** The Administrative Secretary of the Board shall submit monthly statements for the charges herein required to be made and shall collect for same in the manner now hereafter provided.

**D. Discontinuance of Service For Non-Payment.** Upon the failure of any owner or occupant to pay the District within thirty (30) days of the date of its mailing by the District the full amount of any bill rendered pursuant to this Resolution, the District may discontinue any or all utility service rendered by the District to such property against which such charges remain delinquent. The delinquent customer shall be given notice at least seven days prior to the discontinuation of any service. Service shall not be disconnected if the customer pays all amounts owed within the seven-day notice period. The notice shall be posted on the premises where there service is rendered, or otherwise personally delivered to the customer. The notice shall state the amount owed and shall inform the customer that the amount due may be contested by contacting the District office during normal working hours. If the District Superintendent finds that there is any doubt as to the amount owed, the matter shall be placed on the agenda of the next District meeting at which the delinquent customer may be heard and a final decision shall be rendered by the Board.

**E. Penalty for Violation.** Any person failing to connect to the public sanitary water line as required by this ordinance shall upon conviction thereof, be guilty of a misdemeanor of the second degree and shall be punished in accordance with §775.082 and §775.083, *Florida Statutes*.

*[History: Resolutions 81-011981, 79-101879, 99-01, 2005-01; 2011-03]*

### **3.02 Mandatory Connection to Sanitary Disposal Facilities**

**A. Time Limit.** The owner of any house, building or other improvement on any property used, or to be used, for human occupancy, employment, recreation, business, or other purpose which is or shall be served by a sewerage disposal system other than a direct connection to the city's public sanitary sewer system and located on property abutting any street, alley, right-of-way, or easement on which a public sanitary sewer line is installed, and located within 200 feet of such sewer line, shall immediately upon the effective date of this resolution, or 60 days after the completed construction of such sewer line in operative condition, whichever date is the later, connect, or cause to be connected, all sanitary sewerage disposal facilities from said property and improvement to the public sanitary sewer line.

#### **B. Rates and Charges**

1. The owner and/or occupant of such property required to be so connected to the public sanitary sewer line shall pay to the District the monthly rates and charges for the use or availability for use of such sanitary sewer line according to the schedule of rates then currently in effect in the District, the charges for which shall commence on the date such property is connected or required to be connected (whichever first occurs) to said sanitary sewer line as provided above. Provided, however, that sewer charges may be delayed or suspended if the water meter is removed or not installed on the property pursuant to Section 3.01 B 1 above.
2. All hook-up fees payable as a result of connections made hereunder shall be due and payable within 90 days from the date such property is connected or required to be connected (whichever first occurs) as provided above.

**C. Submission of Statements.** The Administrative Secretary of the Board shall submit monthly statements for the charges herein required to be made and shall collect for same in the manner now hereinafter provided.

**D. Penalty for Violation.** Any person failing to connect to the public sanitary sewer line as required by this resolution shall upon conviction thereof, be guilty of a misdemeanor of the second degree and shall be punished in accordance with §775.082 and §775.083, *Florida Statutes*.

*[History: Resolutions 81-011981; 2009-02; 2011-03]*

### 3.03 Exemption

- A. **Limited Exemption.** Properties that are required to connect to a District sewer line installed pursuant to DEP Contract SP489 shall not be subject to any deadline imposed by these Resolutions for mandatory connection to available sewer lines.
- B. **Statement of Intent.** This exemption shall apply only to those properties required to connect to a line installed by the District pursuant to DEP Contract SP489. This exemption shall not be interpreted as precedent or other basis for granting an exemption for other properties covered by the mandatory connection requirements and deadlines in these Resolutions.

*[History: Resolution 2000-04]*

## 4.00 PROCEDURES FOR NEW CONNECTION TO DISTRICT FACILITIES

### 4.01 Generally

- A. **Purpose.** This Part establishes procedures and policy for obtaining new connection to the water and/or wastewater services of the District, payment of fees and commitments for service.
- B. **Administration.** These procedures shall be administered by the District Board of Commissioners.
- C. **Jurisdiction.** These procedures shall apply to all areas of the District within its geographical boundaries as established by the legislature of the State of Florida.
- D. **Availability of Service.** Availability of service including priorities for new connections shall comply with the City of Cedar Key Comprehensive Plan.

*[History: Resolution 99-01]*

### 4.02 Requests for Service

- A. **General.** All requests for service shall be made by submitting a formal application for water and/or wastewater service to the District. The initial application will be reviewed by the District to determine the apparent feasibility and requirements for providing service.
- B. **Application Forms.** All applicants for service shall complete and submit the Form “Application for Service” for either water and/or wastewater service (Form AFS-93A, Chapter 4, Laws of Cedar Key Water & Sewer District).
- C. **Additional Water Connections.** A customer may obtain a meter for irrigation or other purposes, on which neither sewer charges nor capital facility charges shall be imposed, if the following conditions are met:



1. If there is a use on the property which has a connection to the sewer system, there is a primary meter for that use on which sewer charges are imposed.
2. The customer agrees to install a back-flow preventer on the line of the new meter.
3. The customer agrees to pay the following:
  - a. The applicable meter charge as set forth in this code.
  - b. The standard rates for water as set forth in this code.
  - c. The standard installation fee as set forth in this code.

**D. Easements and Access.**

1. By applying for and accepting service from the District, the applicant shall grant to the District, without cost, all rights, easements, permits, and privileges which are necessary for the rendering of service. This shall include permission for employees of the District to have safe access at all reasonable hours to the premises of the applicant for the purpose of reading meters; shutting off the flow of water; installing, inspecting, repairing or removing any facilities or equipment associated with the provision of water or sewer services; and for any other valid purpose incidental to the rendering of water and sewer service. Access shall be granted at all times for emergency purposes. Safe access means physical access free from interference of any kind including but not limited to pets, fences or landscaping.
2. If such access is precluded or denied, or the District is otherwise temporarily prevented access, the District may estimate the customer's consumption on the basis of previous consumption or any other method in accordance with generally accepted utility practices which produces a reasonable estimate of consumption during the relevant period. Any difference between the estimated consumption and the actual consumption will be adjusted through subsequent readings. Where it has been necessary to estimate the customer's consumption, the combined monthly statement shall carry appropriate notice to that effect.
3. If the meter is inaccessible for two consecutive months the customer will be notified that access must be made available to the District during the next regular meter reading cycle. If the meter is inaccessible to the meter reader at the time of the next regular meter reading, the customer must call the District as specified in the notice to make special arrangements for a District representative to gain access to the meter for the purpose of reading and inspecting the meter. In addition to the special arrangements for access, the District may require either installation and use of a remote metering device, or relocation of the meter to an accessible location. The cost of the remote metering device and its installation or meter relocation will be borne by the customer. Failure to arrange such access or to pay for the remote metering device and its installation or meter relocation will result in the initiation of termination of service.

*[History: Resolution 93-061493, 2006-04, 2007-05; 2011-01; 2012-02]*

#### 4.03 Review of Applications

- A. General.** Each “Application for Service” will be assigned a Service Request Number and will be reviewed and evaluated as to the feasibility of providing service. During the review period, a meeting will be held with the City of Cedar Key Land Development Department to determine compliance with the Cedar Key Comprehensive Plan.
- B. Standard Single Family Applications.** For single family homes within the existing service area, where adequate water mains exist and gravity sewer connections are possible, a written response will be issued by the District Superintendent within two (2) weeks of receipt of application. The response will advise the Applicant of all fees and charges, point of connection, required service line extensions, and any other pertinent requirements.
- C. Non Standard Applications.** For all applicants other than these under 4.03 B, both within and outside of the existing service area, the “Application for Service” will be reviewed by the District Superintendent and evaluated as to the feasibility of providing service, with a written preliminary review issued to the applicant within two (2) weeks of receipt of the application, indicating the availability or unavailability of service, or requesting additional information.. Upon receipt of the Preliminary Review, and the receipt of any additional information requested, the application will be placed on the agenda for the next regularly scheduled District Board of Commissioners meeting. After consideration by the Board of Commissioners, the District shall advise the Applicant in writing of all fees and changes, point of connection, required service line and main extensions, and any other pertinent requirements.

#### D. Payment of Prior Indebtedness

The District may withhold service under an application made by any member or agent of a family, household, organization or business unless all prior indebtedness to the District of such family, household, organization or business for service has been paid in full.

*[History: Resolutions 93-061493, 98-2-09, 99-01]*

#### 4.04 Fees and Charges

- A. General.** Fees and charges shall include capital facilities charges (impact fees), meter installation charges, and where applicable, service line extension charges and water and sewer main extension charges. Capital facilities charges are intended to recoup a reasonable portion of the District’s investment in water supply, treatment, transmission and storage, and wastewater collection, pumping, treatment and disposal. In order to comply with the Cedar Key Comprehensive Plan objective to discourage urban sprawl, the applicant will also be responsible for the cost of any necessary main extension.

#### B. Estimated System Demands

1. Capital facilities charges shall be based upon the estimated demand the applicant will have on the water and/or wastewater system.

2. The rated capacity of water supply and treatment facilities, as permitted by the Florida Department of Environmental Regulation, is determined by the maximum daily (24 hour) pumping and treatment capability of the system. Accordingly, estimated maximum day (24 hour) water demands shall be used in determining capital facilities charges for water service.
3. The rated capacity of wastewater treatment and disposal facilities, as permitted by the Florida Department of Environmental Regulation, is determined by the maximum three (3) month rolling average daily flow to the treatment plant. Accordingly, estimated average wastewater flows (based upon full occupancy) shall be used in determining Capital Facilities Charges for wastewater service.
4. Capital facilities charges shall not be imposed:
  - a. Where a new use replaces an existing use on a developed parcel and the new use does not create demands on the water and sewer system greater than the existing use.
  - b. Where a new use is to be established on a vacant parcel where a previous use existed, provided that:
    - (1) the new use does not create demands on the water and sewer system greater than the demands placed on the system by the prior use; and
    - (2) the prior use was terminated no more than 5 years before the date of application for the new service.

**C. Capital Facilities Charges.** Established water and wastewater demands and charges for several categories of users are listed in Table 1, following:

<b>TABLE 1</b>				
<b>Type of Establishment</b>	<b>Maximum Demand gpd</b>	<b>Capital Facilities Charge: Water</b>	<b>Average Demand gpd</b>	<b>Capital Facilities Charge: Sewer</b>
1. Existing single family homes with conventional plumbing fixtures; per unit	400	\$1,200.00	200	\$ 800.00
2. Existing and new single family homes with water-conserving plumbing fixtures; per unit	240	\$ 720.00	120	\$ 480.00
3. Multi-family including condominiums, condo-motels, apartments, duplexes; per unit	240	\$ 720.00	120	\$ 480.00
4. Motels and bed & breakfast homes; per room	120	\$ 360.00	60	\$ 240.00
5. Motels with kitchenettes; per room	160	\$ 480.00	80	\$ 320.00
6. Restaurants; per seat	20	\$ 60.00	10	\$ 40.00
7. Retail commercial, no food service				
a) Minimum up to 1,000 sq. ft.	240	\$ 720.00	120	\$ 480.00
b) Additional above 1,000 sq. ft. per sq.ft.	0.24	\$ 0.72	0.12	\$ 0.48

Charges for uses other than those listed above shall be based upon water and wastewater demands estimated by the District, taking into account all information furnished by the applicant, and the following charges per gallon:

Water: \$3.00 per gallon of estimated maximum day demand

Wastewater: \$4.00 per gallon of estimated average day flow

**D. Meter Requirements.**

1. A separate meter shall be required for the following:
  - a. Each individual residential unit. A residential unit may be attached or detached, and shall include individual units in an apartment building or condominium.
  - b. Each individual commercial, industrial, institutional or other use not specifically addressed in this subsection D.
2. At the option of the owner or owners of a property, a single meter may be used to measure the usage by multiple units in the following situations:
  - a. Motel, ~~or~~ hotel, or RV park, where all units are under a single ownership and are rented out for short-term stays .
  - b. Multi-family units of any kind, and condominiums, including time share units, provided that the minimum monthly water and sewer base rate shall be charged for each residential unit and the total included in the single bill. Total water usage may be divided by the total number of residential units for purposes of determining the per-gallon charge to apply.
  - c. Multiple commercial units in a single structure under single ownership.

**E. Meter Installation Charges.** Water meter installation charges shall include the cost of furnishing and installing water meter, fittings and meter box. Water meter size shall be determined by the estimated peak instantaneous water demand in accordance with one of the following methods as determined by the District:

1. Fixture count method per AWWA Manual No. M22 “Sizing Water Service Lines and Meters,” or
2. Applying a peaking factor of 24 to the estimated maximum daily (24 hour) demand.

Meter installation charges shall be in accordance with Table 2 below. Single family homes shall always utilize 5/8 x 3/4 inch meters or 3/4 inch residential fire meters.

<b>TABLE 2            WATER METER            INSTALLATION CHARGES</b>		
<b>Meter Size</b>	<b>Allowable Peak Flow (gpm)</b>	<b>Meter Installation Charge</b>
5/8" x 3/4"	25	\$150
3/4" Residential Fire	35	\$250
1"	50	\$200
2" Compound	160	\$1,600

*[History: Resolutions 93-061493, 94-031494, 99-01, 2005-01, 2007-03, 2010-05, 2010-13, 2014-02]*

**4.05 Point of Connection and Extension Charges**

- A. General.** The point of connection of the water or wastewater facilities shall be where the District deems its system adequate to provide service. The Applicant shall pay all costs for the extension of the facility from the stipulated point of connection to the project, except when oversizing is required in accordance with Section 4.05 E. All extensions from the stipulated point of connection to the lot lines of individual business or residential parcels shall be dedicated to the District to be owned and maintained by the District.
  
- B. Water and Sewer Main Extensions.** The cost of any necessary water and sewer main extensions including pumping stations, shall be the responsibility of the applicant. The cost shall include all labor, materials and equipment, including pavement replacement and site restoration. The line extension may be installed by one of the following methods.
  - 1. District: District personnel will furnish and install service line extension and charge the applicant based upon the cost of labor and materials expended. Labor costs shall include an additional seventy-five (75%) to cover payroll and overhead costs.
  
  - 2. Applicant: Upon approval by the District Board of Commissioners, the applicant may employ a licensed (mechanical) contractor or (licensed) plumber, acceptable to the District Superintendent, to perform the work.
  
- C. Oversizing of Water or Wastewater Extensions.** Where the District requires the oversizing of the extensions for purposes of serving future additional development, the Applicant shall be so advised. Applicant will pay all costs of oversizing based on the installed cost of the oversized extension less the District’s approved estimated cost of the extension size required for the application only.
  
- D. Line extensions by Special Assessment.** Where service is requested by individual property owners, either residential or commercial, in areas adjacent to existing District facilities having adequate capacity, involving potential future customers in addition to those requesting service, the District will determine the feasibility of constructing the necessary

line extensions with payment to be by special assessment in accordance with the procedure set forth in Section 153.73, Florida Statutes (1997).

#### **E. Pumping Stations.**

1. **General:** Pumping stations required for new facilities serving subdivisions, condominiums, or multi-use developments will be constructed by the applicant and dedicated to the District for operation and maintenance. Pumping stations required for apartment complexes and commercial users serving only the applicant will remain the responsibility of the applicant for operation and maintenance. Individual pumping units serving single residential units will, remain the property of the applicant for operation and maintenance.
2. **Public Pumping Stations:** All pumping stations to be dedicated to the District for operation and maintenance shall be constructed in a manner acceptable to the District. The District will review all proposed pumping stations for compliance with District standards. All pumping stations shall be designed in accordance with DER standards, and in addition shall have stainless steel control panels, lightning arresters, surge protection, emergency generator receptacles, elapsed time meters, and duplex receptacles with ground fault interruption protection. Pumps shall be of the submersible type with stainless steel guide bars and shall be manufactured by Hydromatic Pump Co. or approved equal.
3. **Private Pumping Stations:** Private pumping stations shall comply with all Florida DER requirements and shall be designed in accordance with operating conditions stipulated by the District so as not to interfere with other District maintained pumping stations discharging into the same force main network.
4. **Grinder Pumping Units:** Simplex grinder pumping units serving individual homes may be used where gravity connections are not possible. Applicants will be responsible for the operation and maintenance of these units and must obtain a permit from the Florida DER prior to construction.
5. **Septic Tank Effluent Pumping:** Septic tank effluent pumping (S.T.E.P. systems) may be used where appropriate when gravity connections are not possible. Applicants will be responsible for the operation and maintenance of these units and must obtain a permit from the Florida DER prior to construction.

*[History: Resolutions 93-061493, 98-08-11, 99-04, 2005-01]*

#### **4.06 Service Commitments**

- A. Acceptance of Final Review.** Within thirty (30) days of receipt of the final review setting forth the capital facilities charges, point of connection, and extension requirements, the Applicant shall advise the District of his acceptance of the District's proposal.
- B. Development Schedule.** Along with the acceptance of the proposal, the Applicant shall provide to the District an estimated schedule of development with said schedule showing the estimated number of units to be constructed yearly until completion, if applicable.

**C. Formal Commitment.** Within two (2) weeks after receipt of the applicant's Notification of Acceptance, Development Schedule and capital facilities charge payment, the District shall issue a formal commitment letter. Commitments are non-transferrable from one property to another; however, commitments are transferrable to a new owner of the same property.

**D. Expiration of Commitment.** Commitments shall expire one (1) year after issuance of the formal commitment.

**E. Time Extensions to Commitment.** Time extensions to commitments may be granted by the District Board of Commissioners for periods not to exceed one (1) year, provided capacity within the water and/or wastewater system remains available, and provided that a request is submitted in writing prior to thirty (30) days before the expiration date of the commitment.

*[History: Resolution 93-061493]*

#### **4.07 Payments, Revisions, Expenditures and Refunds**

**A. Payment Schedule.** Payment of capital facilities charges shall be made prior to issuance of formal commitment by the District or building permits by the City of Cedar Key.

**B. Fee Revisions.** Any changes in regard to capital facilities charges listed herein shall be by revisions to this Resolution approved at a properly advised public hearing. Commitments shall not be affected by the revised fee schedule until expiration of the commitment. If a time extension is granted upon expiration of the commitment, the new fees shall apply for all units in which Building Permits have not been issued.

**C. Expenditures.** All capital facilities charges received by the District will be used for capital improvements to the Water and Wastewater Systems, including associated engineering, legal, land acquisition, construction and debt service costs. Payment of operation and maintenance costs of the utilities systems are prohibited.

#### **D. Refunds.**

1. Requests for refunds will be considered if submitted in writing prior to thirty (30) days before expiration of commitment.
2. Upon receipt of a written request for refund and termination of service commitment, the application will be placed on the agenda for the next regularly scheduled District Board of Commissioners meeting for consideration. Any funds expended by the District related in any way to the service request in question, including but not limited to engineering and construction, shall be deducted from the prepaid capital facilities charge in determining and amount of the refund. Refunds shall be made within ninety (90) days of original request.
3. In the event that a force majeure or an act of state or federal government regulatory agency prohibits from connecting the applicant to the water or wastewater system, the District agrees to refund all fees paid.

*[History: Resolution 93-061493]*

#### 4.08 Certain Acts Prohibited

It shall be unlawful for any person or consumer to receive, or attempt to receive a new service installation for water or wastewater service except in the manner of expressly authorized herein from the District without paying the required capital facilities charges.

*[History: Resolutions 84-012684, 93-061493]*

#### 5.00 RATES AND CHARGES

##### 5.01 Generally

A. The monthly rates and charges for the services and facilities of the District shall be as set forth below.

B. The following definitions shall apply:

Annual Average Monthly Usage: The average monthly water usage calculated over the twelve months immediately prior to a billing cycle.

Small User: A customer with an Annual Average Monthly Usage of less than 9,000 gallons.

Large User: A customer with an Annual Average Monthly Usage of more than 9,000 gallons.

*[History: Resolutions 2009-05; 2010-02]*

##### 5.02 Water Rates

Base Service Availability Charge:

Small User: \$21.18

Large User: \$66.00

Plus the following usage charges:

Number of Gallons	Rate per 1,000 Gallons Used
0 to 3,000	\$ 2.20 (\$ .00220/gallon)
3,001 to 6,000	\$ 4.13 (\$ .00413/gallon)
6,001 to 9,000	\$ 5.83 (\$ .00583/gallon)
9,001 and up	\$ 7.54 (\$ .00754/gallon)

*[History: Resolutions 2001-04, 2003-05, 2004-02, 2005-04, 2006-02, 2006-03, 2006-05, 2007-06, 2008-09; 2009-05; 2010-02; 2012-02]*



**5.03 Sewer Rates.**

Base Service Availability Charge:

Small User: \$20.21

Large User: \$63.00

Plus the following usage charges:

Number of Gallons	Rate per 1,000 Gallons Used
0 to 3,000	\$ 1.79 (\$.00179/gallon)
3,001 to 6,000	\$ 3.62 (\$.00362/gallon)
6,001 to 9,000	\$ 5.25 (\$.00525/gallon)
9,001 and up	\$ 6.88 (\$.00688/gallon)

*[History: Resolutions 98-2-09, 2001-04; 2003-05; 2004-02; 2005-04; 2006-03; 2006-05; 2007-06; 2008-09; 2009-05; 2010-02; 2012-02]*

**5.04 Miscellaneous Charges**

The following shall be imposed:

- A. Penalty for late payment ..... \$20.00  
 (if payment not made by the 28<sup>th</sup>  
 of the month)
- B. Disconnect Fee ..... \$25.00
- C. Reconnect Fee ..... \$25.00
- D. Service charge for checking meter and  
 finding no problem ..... \$25.00
- E. Service charge for leak detection download ..... \$20.00
- F. Service charge for removal or installation of meter ..... \$120.00

*[History: Resolutions 99-01, 2008-06, 2009-05, 2010-12; 2011-03, 2013-05]*

## **5.05 Deposit Charges**

- A. A refundable deposit shall be paid at the time of opening any new account with the District. The deposit shall be security for the payment of water and sewer bills. The amount of the deposit shall be \$100 for Small Users, and \$250 for Large Users.
- B. Except as provided below, the deposit shall be held by the District in a non-interest-bearing account until final settlement of the consumer's account, at which time the deposit shall be applied against any utility bill due the District for such service. Any unused balance shall be refunded when the account is settled and closed. In the event any deposit is unclaimed for a period of 12 months after the service is discontinued, such unclaimed deposit shall be turned over to the state department of banking and finance in accordance with Florida law following 30 days written notice to such consumer mailed to the address shown on the application for service.
- C. Deposits for residential service shall be credited to the consumer at the end of two years provided that the consumer has maintained a satisfactory payment record as determined by the Board. A payment record shall not be found to be satisfactory if there have been any late payments over the two-year period.

*[History: Resolution 99-01, 2005-01; 2011-03]*

## **5.06 Annual Review of Rates.**

It is the policy of the Cedar Key Water and Sewer District to review water and sewer rates on an annual basis to determine whether there should be a rate increase to reflect any increase in the Consumer Price Index that may have occurred during the previous twelve months. To implement this policy, the District shall, at its regular June meeting of each year, receive a report on the Consumer Price Index for the prior twelve months. Based on this report, the Commission shall determine whether a rate increase is necessary to reflect the increase, if any, in the Consumer Price Index.

*[History: Resolution 2001-05]*

## **5.07 Use and Accounting of Capital Facilities Charges.**

- A. The Board hereby confirms the establishment of separate trust accounts, one for water system capital facilities charges and another for sewer system capital facilities charges, each of which shall be maintained separate and apart from all other accounts of the District. All water and sewer capital facilities charges shall be deposited or posted into each respective capital facilities charge trust account immediately upon receipt.
- B. The monies deposited or posted into the respective water and sewer capital facilities charge trust accounts shall be used solely for the purposes of providing growth-necessitated capital improvements and equipment, and additions to the respective water and sewer systems, including, but not limited to: (1) design or construction plan preparation; (2) permitting and fees; (3) land acquisition including any costs of acquisition or condemnation; (4)

construction and design of the respective water or sewer system buildings, facilities or improvements and additions thereto; (5) design and construction of drainage facilities required by the construction of the respective water or sewer system buildings, facilities or improvements and additions thereto; (6) relocating utilities required by the construction of the respective water or sewer system buildings, facilities or improvements and additions thereto; (7) landscaping incident to or necessitated by the expansion of the respective water or sewer systems; (8) construction management or inspection; (9) surveying, soils or material testing in the evaluation and development of (a) water resources and supplies in the case of the water system and (b) wastewater disposal and reuse alternatives in the case of the sewer system; (10) acquisition of plant or equipment necessary to expand the respective water and sewer systems; (11) acquisition of equipment necessary to maintain the desired level of service to the customers of the expanded water or sewer system; (12) repayment of monies - borrowed from any budgetary fund of the District, which were used to fund growth necessitated improvements and additions to the District's respective water and sewer systems as herein provided; and (12) payment of principal and interest, necessary reserves, and costs of issuance under any bonds or other indebtedness issued by the District to fund growth necessitated improvements and additions to the District's water or sewer systems.

- C. Monies deposited or posted in the respective water or sewer capital facilities charge trust accounts shall not be used for any expenditure that would be classified as a maintenance or repair expense.
- D. Monies deposited or posted into the water system capital facilities charge trust account shall be used solely to provide improvements and additions to the District's water system required by growth and new development, consistent with Paragraph B above.
- E. Monies deposited or posted into the sewer capital facilities charge trust account shall be used solely to provide improvements and additions to the District's sewer system required by growth and new development, consistent with Paragraph B above.
- F. Any capital facilities charge funds held by the District which are not immediately necessary for expenditure may be invested by the District. All income derived from such investments shall be deposited or posted to the respective water and sewer capital facilities charges trust accounts and used as provided herein.
- G. All capital facilities charges collected by the District shall be deemed to be spent or encumbered on the basis that the first capital facilities charge in shall be the first capital facilities charge out.
- H. Capital facilities charges collected by the District may be returned to the then current owner of the property on behalf of which such charge was paid if such monies have not been expended or encumbered prior to the end of the fiscal year immediately following the sixth anniversary of the date upon which the charges were paid and a written petition for the refund is timely filed with the District. If deemed necessary, the Board may establish, by subsequent resolution, a uniform procedure for such refund requests.

- I. Any owner entitled to a refund who fails to petition for a refund upon becoming eligible to do so shall be deemed to have waived any claim for a refund if a request for refund is not made prior to the end of the fiscal year immediately following the seventh anniversary of the date upon which such charges were paid.

## **5.08 Billing Issues**

- A. Any person who disputes the amount of a bill, or for any other reason seeks a modification of a bill, may ask the Administrative Secretary to place the matter on the agenda on the next general meeting of the Board. After hearing the matter, the Board may make any corrections or modifications to a bill as the Board deems appropriate. This shall be the sole method for making corrections or modifications to a bill.
- B. The following limitations shall apply to such requests, unless waived by the Board for good reasons shown:
  1. The requested amount of credit shall be not less than \$5.00.
  2. Relief may be granted for a maximum of 31 days of service. The customer may choose the 31-day period for which the credit is provided.
  3. A credit may be granted only once per any 3-year period to any given customer.

*[History: Resolutions 2003-02; 2009-02; 2010-04; 2011-05; 2012-07]*

## **6.00 FACILITIES AND EQUIPMENT**

### **6.01 Limitations on Discharges to System**

- A. No industrial waste shall be discharged into the District's sewerage system whose content shall have deleterious effect upon the bacterial or biological processes of the sewage treatment works as determined by the District professional consulting engineers; properly pretreated waste, with removal of objectionable material, may be discharged into the system.
- B. No storm water drains, air conditioning waters, condenser waters, swimming pool waters, or other similar type, shall be discharged into the sanitary sewer unless by special agreement with the District based upon the recommendations of the District's professional consulting engineers.
- C. Wastes containing oils and gasoline from service stations, garages, and similar industries shall not be discharged into the sanitary sewer system. Requirements of the Florida Fire Prevention Code must be met.
- D. Sewers from restaurants or places where a large amount of cooking is done or where the waste carries large amounts fat, oil, or grease, shall not be connected into the sewer system without providing and maintaining an efficient grease trap fully complying with the requirements of Section 6.09 herein.

- E. The District shall have the final decision as to whether any waste may be discharged into the sanitary sewer system.
- F. No industrial waste from aquaculture nurseries and processing plants shall be discharged into the District's sewerage system the content of which may have a deleterious effect upon the system as may be determined by the District Superintendent. Such prohibited discharges shall include, but are not limited to, the discharge of sand or shells.

*[History: Resolutions 72-020972; 76-1026-76; 99-03; 2007-07]*

## **6.02 Plumbing**

- A. Connecting Old Plumbing.** Whenever it is desirable to connect existing plumbing with the water or the sewerage system, the owner or plumber shall notify the District's Inspector who shall inspect said plumbing and notify the owner or plumber what alterations will be necessary to place said plumbing in an acceptable condition for connection to either the water system or the sewerage system.
- B. Maintenance of Plumbing.** The owner of the property shall be responsible for maintaining all plumbing on such property and the pipe leading and connection from the water system distribution line and/or leading and connecting with the sewerage line.

*[History: Resolution 72-020972, 76-102676]*

## **6.03 Tampering With Facilities**

It shall be unlawful for any unauthorized person to tamper with, break a water meter or seal thereof, to turn curb or corporation cocks, or molest in any manner whatsoever any apparatus used in connection with its water and sewerage systems, and any person found guilty of a violation of this Section shall be subject to penalties as provided by Section 775.07 Florida Statutes.

*[History: Resolution 72-020972, 76-102676]*

## **6.04 Water Conservation Fixtures**

- A. Requirements.** All new construction to be connected to water and/or wastewater facilities of the District shall be equipped with water conserving fixtures, as listed below.
- B. Water Closets.** Tank Type Water Closets and Flushometer Type Water Closets shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.6 gallons (6 liters) per flushing cycle when tested in accordance with ASME A112.19.2M.
- C. Urinals.** Urinals shall be designed, manufactured and installed to be operable and adequately flushed with no more than 1.0 gallon of water per flush. Automatic flushing devices of the siphonic design shall not be used to operate urinals.

#### **D. Lavatory Faucets.**

1. **Public Facilities:** Faucets for public lavatories shall be equipped with outlet devices which limit the flow of water to a maximum of 0.5 gpm or be equipped with self-closing valves that limit the delivery to a maximum of 0.25 gallons per minute of hot water for recirculating systems and to a maximum of 0.5 gallons per minute for non-recirculating systems. All new supply systems shall be designed to deliver a flow rate to the fixture not to exceed 5 gallons per minute. Separate lavatories for physically handicapped persons, however, shall not be equipped with self-closing valves.
2. **Private Facilities:** Faucets for private commercial and residential lavatories and lavatory replacement aerators shall be designed, manufactured and installed to deliver water at a flow rate not to exceed 2.0 gallons per minute at 60 psi when tested in accordance with applicable standards. All new supply systems shall be designed to deliver a flow rate to the fixture not to exceed 2.0 gallons per minute.

#### **E. Kitchen and Other Sink Faucets**

1. **Public Food Preparation:** Kitchen sinks in commercial restaurants and fish processing establishments, schools, social halls and clubs shall be equipped with faucet aerators designed, manufactured and installed to deliver water at a flow rate not to exceed 3.5 gallons per minute at 60 pounds per square inch when tested in accordance with applicable standards.
2. **Private Residential:** Kitchen sinks in all single family homes, condominiums, condomotels, apartments, duplex's and motel kitchenettes shall be equipped with faucet aerators designed, manufactured and installed to deliver water at a flow rate not to exceed 2.0 gallons per minute at 60 pounds per square inch when tested in accordance with applicable standards.

**F. Showerheads.** All new and replacement showerheads shall be designed, manufactured and installed to deliver water at flow rate not to exceed 2.5 gallons per minute at 60 pounds per square inch when tested in accordance with applicable standards.

*[History: Resolution 93-061493]*

#### **6.05 Reserved.**

*[History: Resolution 97-714; 2011-03]*

#### **6.06 Cross Connection Control**

**A. Cross Connection Control Policy Established.** A cross connection control policy is hereby established through the incorporation by reference in its entirety, the "Manual of Cross Connection Control", adopted by Resolution 97-081, attached hereto as Appendix D.

- B. Copies of Manual.** Copies of the “Manual of Cross Connection Control” have been duly deposited with the District Superintendent, and shall be kept in his/her office for public use, inspection, copying and examination.
- C. Preventers Required.** Backflow preventers, as specified in the “Manual of Cross Connection Control” shall be required, tested and maintained as provided in the Manual. It is the intent of the District that the applicable building codes enforced by the City of Cedar Key and Levy County shall determine what backflow prevention device shall be required and that the applicable building official shall make final determinations of required devices.
- D. Cost of Installation.** The cost of installing, operating and maintaining backflow preventers shall be the responsibility of the customers required by the District Superintendent to install and maintain backflow prevention.
- E. Waivers.** The provisions of paragraph A through D notwithstanding, the requirements for the installation of a backflow preventer may be waived at the discretion of the District Superintendent, if such official finds that adequate protection against cross connections is being provided by the customer.
- F. Non-Compliance.** Service of water to any premise shall be disconnected in accordance with procedures established in “Manual of Cross Connection Control”, *Section XI: Notification of Non-Compliance*, by the District if a required backflow prevention device is not installed, tested and maintained or has been removed or bypassed, or if unprotected cross connections exist on the premises and there is inadequate backflow protection at the service connection. Water service will not be restored until such conditions or defects are corrected. All turn off and turn-on service charges shall be paid by the customer. The District shall retain the authority and option to install backflow prevention facilities and require customer reimbursement of all costs incurred.
- G. Schedule for Implementation.** The survey and inspection requirements contained in the “Manual of Cross Connection Control” shall be completed within eighteen (18) months following adoption of Resolution 97-081. Installation of required cross connection prevention devices shall be completed no later than six (6) months following notification by the District Superintendent of necessity of installation.

*[History: Resolutions 97-081, 2000-06]*

## **6.07 Individual Pumping Units**

- A. Individual Pumping Unit (IPU) Defined.** An IPU is a pumping system which discharges domestic wastewater from a single residential unit to a public wastewater collection system (either gravity or pressure), and shall include a non-clog submersible wastewater pump, electrical controls including alarm light and horn, a check valve and discharge valve, and sump with cover.
- B. Purchase And Installation Responsibility.** The purchase, and installation, operation and maintenance of IPUs shall be the responsibility of the property owner. All property owners

purchasing and installing an IPU shall first obtain approval of the District Superintendent of the proposed equipment and installation.

C. **Minimum Specifications.** A new, repaired, or replaced IPU shall, unless otherwise approved by the District Superintendent, meet the following minimum specifications:

1. The pump shall be a single phase submersible end suction centrifugal type grinder pump. The grinder shall be capable of reducing all components in normal domestic sewage to pass freely through the passages of the pump and the 1.25-inch diameter piping. Units shall be capable of pumping at least 38 GPM at 40 feet TDH.
2. The pump on, off, and alarm levels, shall be controlled by three mercury tube float switches sealed in corrosion-resistant polypropylene housing with a minimum of 18 gauge, 2 wire, SJOW/A color-coded jacketed cable. Floats shall be suspended from a stainless steel, aluminum or PVC bracket to allow for easy removal, and shall be capable of being wired directly to the pump control panel without the use of a junction box within the pump basin.
3. The basin shall be designed to withstand pressure exerted by saturated soil loading at maximum bury depth, based on a soil weight of 120 pounds per cubic foot and a safety factor of 1.5. In addition:
  - a. Basins shall be molded of fiberglass, reinforced polyester resin, or linear low density polyethylene with a minimum wall thickness of .25 inches.
  - b. Basins shall include a minimum 3-inch base flange to support anti-flotation concrete ballast.
  - c. Basins shall include a 1.25-inch diameter threaded discharge hub mounted 18 inches below top of basin.
  - d. Basins may be of one of the following sizes:
    - 24 inches diameter by 48 inches deep
    - 30 inches diameter by 42 inches deep
    - 36 inches diameter by 36 inches deep
  - e. Fiberglass basin covers shall have a minimum thickness of .375 inches and shall be wastewater green in color. Cover fasteners shall be stainless steel.
  - f. Basins shall have a minimum emergency capacity of 50 gallons above the high water alarm level.
4. There shall be a 1.25-inch diameter Schedule 80 PVC discharge assembly to properly connect the grinder pump to the discharge hub. The discharge assembly shall include a proper length of 1.25-inch threaded Schedule 80 PVC with vertically mounted “Flomatic” ball check valve, a 90 degree elbow, and a 1.25-inch diameter true union ball valve.



5. There shall be a NEMA 4X fiberglass control panel, UL listed, meeting the following requirements:
  - a. The enclosure shall be of one piece, weatherproof construction.
  - b. The enclosure shall be fitted with a closed cell neoprene gasketed fiberglass cover, lockable by means of two combination stainless steel latches with a heavy duty corrosion resistant stainless steel piano hinge.
  - c. The panel shall include both pump and control circuit breakers, alarm and control circuit fuses, I.E.C. rated motor starter, pump hand-off-auto switch, alarm horn, alarm test switch, pump run light, seal leak light, start and run capacitors, start relay, terminal blocks, and ground lug.
  - d. An alarm light shall be mounted on the top of the enclosure. The lens shall be red lexan with waterproof neoprene gasket removable only from the inside of the enclosure. Bulb mounting shall be designed for easy replacement of the bulb.

**D. Maintenance.** Maintenance of all IPU's shall be the responsibility of the property owner and, in the event of an IPU malfunction, the property owner shall be responsible for immediately repairing same at the owner's expense. In the event an owner should fail to make such repairs in a timely manner to assure that no spill of wastewater occurs, the District is hereby authorized to make such needed repairs and collect the cost of same from the property owner. The District shall establish a fee schedule for performance of such maintenance and property owners may contract with the District for such maintenance. Property owners may perform the necessary maintenance themselves or contract for such maintenance through an appropriate entity. The District reserves the right to either discontinue water service or make necessary repairs and bill the property owner for services performed if required maintenance is not performed by the property owner.

**E. Service Charges.** Whenever the District performs maintenance on IPUs, whether at the request of a customer or because a customer has failed to perform necessary maintenance as set forth in D above, the charges for such service shall be at a rate of \$65.00 per hour of technician time for all work performed when only one person is required to perform the repair, and \$85.00 per hour of technician time for all work performed when two persons are required to perform the repair, plus the District's cost for all necessary parts and materials.

*[History: Resolutions 98-08-12, 2000-03, 2015-09]*

## **6.08 Decommissioning of Septic Tanks**

**A. Requirements for Decommissioning.** Whenever a septic tank must be decommissioned due to connection of the use to the District's central sewer system, the following shall be performed:

- A. Gaining access to the septic tank sufficient to allow the pump out of all matter contained within the tank; and

B. Pumping out all matter contained within the tank and properly disposing of such matter; and

C. Filling the emptied tank with suitable sand.

**B. Responsibility of Customer.** Whenever a customer's septic tank must be decommissioned due to connection with the District's central sewer system, it shall be the customer's responsibility to have such decommissioning performed, and to pay all costs thereof. The customer shall also be responsible for all site restoration made necessary by the decommissioning.

**C. Decommissioning by District.** Under certain circumstances the District may, pursuant to grants or contracts with other governmental agencies, receive funds that may be used for the decommissioning of septic tanks. In those situations, the District shall offer the District's services to the customer, free of charge, for the decommissioning of the customer's septic tank. If the funds provided to the District are to cover the costs of decommissioning and backfilling only, the District shall provide such services only if the customer provides the District with a release of liability by the District for all post-backfilling site restoration work.

*[History: Resolution 2000-02]*

## **6.09 Interception of Fat, Oil and Grease**

**A. Definitions.** The following definitions apply within this Section:

*Food Service Establishment* means any commercial, industrial or institutional facility discharging kitchen or food preparation wastewater including, but not limited to, the following: restaurants, motels, hotels, cafeterias, hospitals, schools, nightclubs, delicatessen, meat cutting, bakeries, bagel shops, grocery stores, gas stations, and any other facility that the General Manager determines to be in need of a grease trap or interceptor by virtue of its operation.

*Fats, Oils and Grease* shall mean organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules.

*Grease Interceptor* shall mean a device, usually located underground and outside of a Food Service Establishment, designed to collect, contain, and remove food wastes and grease from the waste stream while allowing the remaining wastewater to be discharged to the wastewater collection system by gravity.

*Grease Trap* shall mean a device, usually located inside the building and under a sink of a Food Service Establishment designed to collect, contain, and remove food wastes and grease from the waste stream while allowing the remaining wastewater to be discharged to the wastewater collection system by gravity.

*Operator* means the operator of a Food Service Establishment.

*Owner* means an individual, person, firm, company, association, society, corporation, or other entity upon whose property the building or structure containing the Food Service Establishment is located or will be constructed. "Owner" shall also include the owner of a Food Service Establishment which is leasing the building, structure, or a portion thereof containing the Food Service Establishment.

**B. Condition of Service.**

1. Compliance with all requirements of this Section 6.09 shall be a condition of a Food Service Establishment receiving potable water from the District. Failure of a Food Service Establishment to fully comply with the requirements of this Section 6.09 shall be grounds for termination of service from the District.
2. Prior to discontinuance of service to a Food Service Establishment for failure to comply with this Section 6.09, the Food Service Establishment shall be given written notice at least 14 days prior to the discontinuance of service. Such notice may be provided by hand delivery or by U.S. Mail.
3. Once service is terminated for failure to comply with this section, service shall not be resumed until such time as the Food Service Establishment establishes, to the satisfaction of the General Manager, that there is full compliance with this Section 6.09, and that procedures are in place to reasonably insure that violations will not recur.
4. The decision to discontinue and resume service shall be made by the General Manager.

**C. General Discharge Criteria.** The following prohibitions shall apply to Food Service Establishments:

1. Where fats, oils and grease are byproducts of food preparation and/or cleanup, reasonable efforts shall be made to separate waste fats, oils and grease into a separate container for proper disposal. Except as contained in byproducts of food preparation and/or clean up, waste fats, oils and grease shall not be discharged to any drains, grease traps, or grease interceptors. Such waste shall be placed in a container designed to hold such waste and either used by industry or disposed of at a suitable location.
2. The influent to grease traps or interceptors shall not exceed 140 degrees Fahrenheit (140° F). The temperature at the interceptor's flow control device inspection port shall be considered equivalent to the temperature of the influent.
3. Toilets, urinals, and other similar fixtures shall not discharge through a grease trap or interceptor.
4. Automatic dishwashers shall not discharge through a grease trap or interceptor.
5. Waste shall enter a grease trap or interceptor only through the inlet flow control device, then the inlet pipe.

6. Where food-waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through a grease trap or interceptor.

**D. Grease Traps.** All Food Service Establishments shall comply with the following:

1. Except as specifically provided below, all Food Service Establishments shall comply with the grease trap requirements in Chapter 10 of the Florida Building Code–Plumbing.
2. If the Food Service Establishment serves food that is deep fried, the General Manager may require that the size of the required grease trap be the next larger size than what is required by Table 1003.3.4.1 of Chapter 10, Florida Building Code–Plumbing.
3. If the Food Service Establishment does not serve food that is deep fried, the size of the required grease trap shall be the size required by Table 1003.3.4.1 of Chapter 10, Florida Building Code–Plumbing.
4. All wash, rinse, disinfection and mop sinks shall be connected to the grease trap.
5. The Flow-Through Rating as used in Table 1003.3.4.1, of the Florida Building Code–Plumbing, shall be calculated as follows: Combine the volume, in gallons, of wash, rinse, disinfection and mop sinks connected to the grease trap. Multiply this volume by .75 and divide the product by 1 minute. (Standard PDI-G 101 published by The Plumbing and Drainage Institute.) If paper plates and disposal eating utensils are used, the calculated Flow-Through Rating may be divided by two.
6. Grease traps shall be constructed of high density polyethylene and shall include a flow-control device with vented air intake. The flow-control device shall be sized for the Flow-Through Rating determined as set forth above.
7. Grease traps shall be PDI-G101 Certified, and manufactured by Ashland PolyTrap, 4800 Series, phone 800-476-7930, or District-approved equal.
8. Grease traps shall be cleaned on a regular weekly schedule. More or less frequent cleaning may be required based on the results of pre-wash, dry wiping, and seasonal customer variations. All grease or solids removed shall be placed in large plastic-lined watertight containers for removal by trash pickup or renderer. Each cleaning operation shall be entered on a log and kept available for inspection by the District. Each entry shall include the date, time and cleaner’s name.
9. Cleaning of grease traps shall comply with the following Plumbing and Drainage Institute recommendations:
  - Remove cover.
  - Remove grease from top of separator chamber.
  - Remove any solids from bottom of chamber.
  - Inspect grease trap and clean if necessary.

- Ensure that all passages including air relief are clear of obstructions.
- Check integrity of baffles and make sure they are in place.
- Check cover gasket for any damage and replace if necessary.
- Replace cover.
- Tighten cover hold down bolts, screws and latches.

10. In order to remove most fat, oil and grease prior to washing, all pots, pans, eating and cooking utensils, and dishware shall be dry wiped with paper towels prior to being placed into the wash sink or dishwasher pre-rinse station. Paper towels used for such wiping shall be placed in containers lined with plastic trash bags.

11. Signs shall be placed as follows to encourage all kitchen employees to cooperate in preventing fat, oil and grease from entering the sewer system:

Location	Wording
Above All Sinks and Dishwashers	“No Fat, Oil or Grease” “Dry Wipe Pots, Pans, Eating and Cooking Utensils, & Dishware Prior to Dishwashing”
Above All Sinks	Drain Only One Sink Compartment at a Time To Stay Within Capacity of Grease Trap
Grease Trap	“Clean Weekly”

12. To avoid damage to the wastewater treatment plant, the use of enzymes, emulsifiers or other chemicals designed to keep grease in suspension is prohibited.

**E. Grease Interceptors.**

1. Upon recommendation of the General Manager, the District Board may require a Food Service Establishment to install a Grease Interceptor in addition to a Grease Trap as required above.
2. The Board shall order a Food Service Establishment to install a Grease Interceptor upon a showing by the General Manager that, due to the specific characteristics of the Food Service Establishment, the installation of a Grease Interceptor is necessary to reduce the risk of excessive discharge of Fats, Oils, and Grease into the sewer system. Such specific characteristics may include, but not necessarily limited to, the following:
  - a. Grease blockage in the sewer or lateral lines serving the use;
  - b. Buildup of grease in sewer lines or pump stations downstream of the use.

3. The Operator shall be given written notice of the Board's meeting at which the General Manager will make a recommendation that a Food Service Establishment should be required to install a Grease Interceptor. The notice shall be in writing and shall be provided by hand delivery or U.S. Mail at least 14 days prior to the hearing.
4. If the Board decides to require the installation of a Grease Interceptor, the Board's decision shall be provided in writing to the Operator and shall specify the specifications of the Grease Interceptor that must be installed, and the deadline for such installation.

**F. Interceptor Maintenance.** If a Food Service Establishment is required to install a Grease Interceptor, the Operator shall comply with the following maintenance standards:

1. Unless otherwise specified by the General Manager, each interceptor in active use shall be cleaned at least once every 6 months, or more frequently as needed to prevent the discharge of fats, oils and grease in excess of 300 mg/l into the sewer system. The General Manager may specify cleaning more frequently when pumping every 6 months is shown to be inadequate. Additional pumping may be required during time periods when increased loading is anticipated.
2. If the inspector determines that the interceptor is full, immediate steps shall be taken by the Operator to pump out and clean the interceptor as soon as is practicable. The General Manager shall make an evaluation of the advisability of allowing discharge to continue, and may at his discretion order an immediate cessation of all discharge from the Food Service Establishment.
3. Every operator shall, within 10 days of each cleaning of an interceptor located on the operator's premises, notify the General Manager in writing that the interceptor has been cleaned. The notice of cleaning shall include the date of the cleaning, the identity of the hauler, the site to which the contents of the interceptor were hauled and such other information as the General Manager may reasonably require. The operator shall submit with each notice of cleaning an invoice, manifest or other similar document from the hauler evidencing the cleaning of the interceptor. The operator shall also submit such other documentation relating to the cleaning of the interceptor as the General Manager may reasonably require.
4. The following cleaning procedures shall be followed:
  - a. The operator or an employee of the operator shall supervise the interceptor cleaning. Such person shall be present during and observe the entire cleaning operation.
  - b. An operator shall cause the licensed waste hauler, transporter, or any other person cleaning or servicing an interceptor to completely evacuate all contents, including floating materials, wastewater, and bottom sludges and solids during servicing. Skimming the surface layer of waste material, partial cleaning of the interceptor or using any method that does not remove the entire contents of the collection device is prohibited. The suction of the floating materials shall be done prior to removal of

other contents. After complete evacuation, the walls, top, and bottom of the interceptor shall be thoroughly scraped and the residue removed.

- c. It shall be a violation for an operator to allow the decanting or discharging of removed waste back into the interceptor from which the waste was removed or into any other interceptor.
  - d. When cleaned, the interceptor shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a 24- hour period following the transporter's inability to fully evacuate the interceptor.
5. All waste removed from each interceptor shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable Federal, State, and local regulations. Fats, oils and grease removed from an interceptor shall not be recycled so as to become a food product or part of a food product for animal or human consumption. The operator shall be responsible for assuring that the waste is disposed of in accordance with all Federal, State and local disposal regulations.
  6. It shall be a violation for an operator to allow grease interceptor waste to be removed from its premises by a transporter which does not have all applicable Federal, State and local permits or registrations.
  7. Use of grease interceptor treatment products, including bacteria designed to digest fats, oils and grease, is specifically prohibited.

**G. Monitoring, Inspection and Entry.** It shall be unlawful for the operator of a Food Service Establishment to refuse to allow the General Manager, and any inspectors who the General Manager deems necessary to bring with him, to enter its premises during reasonable hours to determine whether the operator is complying with all of the requirements of this Section 6.09. The operator shall allow the General Manager access to all parts of the premises for purposes of inspection, sampling, records examination and copying, and the performance of additional duties reasonably required to enforce this Section 6.09.

**H. Other Uses.** All condominiums, time shares, hotels and motels that have units with kitchen facilities shall comply with the following:

1. A large-capacity watertight plastic container shall be available onsite for the disposal of fat, oil and grease. A sign shall be placed on each such container reading: "For Disposal of Oil and Grease Only."
2. Each unit with a kitchen shall have a jar, 12 to 16 ounce capacity, labeled: "For disposal of used oil and grease." The contents of such jars shall be disposed of by management after each use of the unit.
3. A sign shall be posted at each kitchen sink that reads:

Please help protect our environment by not pouring any used oil and grease down the drains or into the toilets.

For small amounts of oil and grease, please use the disposal jar in the refrigerator and leave jar for later proper disposal.

For larger amounts from fish fries and the like, please use the large disposal container located onsite at \_\_\_\_\_.

**I. Appeal.** A decision of the General Manager to discontinue service, or to refuse to resume service, or that in any other way substantially affects an owner or operator, may be appealed to the Board of the District by filing a written notice of appeal with the General Manager. The General Manager shall place the matter on the agenda of the Board's next regular meeting, or on the agenda of a special meeting called for the purpose of hearing the appeal. The owner or operator shall be given written notice of the hearing. The Board shall hear receive evidence from the owner, operator, General Manager, and any other parties who may have relevant evidence to present. The Board shall hear and decide the matter *de novo*.

**J. FOG Surcharge Authorized.**

1. A Fats, Oil and Grease (FOG) Surcharge may be added to the monthly bill of any owner or operator if the District Board finds each of the following based on substantial competent evidence presented to the Board:
  - a. That the activities of the owner or operator are resulting in discharges of fats, oil and/or grease in an amount that, individually or collectively, is causing harm to the District wastewater system.
  - b. That the activities of the owner or operator are in violation of the fats, oil and grease regulations set forth in this Section.
  - c. That the discharge of fats, oil, and/or grease by the owner or operator is, individually or collectively, causing additional maintenance and/or repair costs to the District.
  - d. That there has been at least two previous attempts by the District to obtain compliance by the owner or operator, and a refusal by the owner or operator to comply.
2. The amount of the monthly surcharge shall be the minimum amount necessary to cover the District's additional monthly repair and maintenance costs associated with the violation of the regulations set forth in this part, pro-rated among the owners or operators that are found to be subject to the surcharge pursuant to J 1 above.
3. The surcharge shall remain in place until such time as the Board makes a finding that, with regard to any owner or operator, the owner or operator has come into compliance with all regulations set forth in this Section.

[History: Resolutions 2007-07; 2010-01; 2011-06]