

**CHAPTER 2  
DISTRICT RESOLUTIONS**

Version: January 1, 2007  
Through Resolution No. 2006-06

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## CHAPTER 2 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. Emergency resolutions may be enacted by a two-thirds vote without complying with the above notice requirements.

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

**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 at the office of the District.

*[History: Resolutions 72-020972, 76-102676, 99-01]*

**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 \$500.** Purchases of \$500 or less may be approved by the Superintendent.

**B. Purchases over \$500.** Purchases of more than \$500 shall be approved by the Board.

**C. Purchases over \$2,500.** All contracts for purchases of \$2,500 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.

**D. Emergency Situations.** Nothing in this Section 1.08 shall apply where the Superintendent 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 Superintendent shall make necessary purchases and report such purchases to the Board for ratification at the next Board meeting.

**E. 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. Bids shall be opened publicly by the Superintendent 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.
4. 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.
5. In awarding purchases or contracts to bidders, contributing factors may justify awarding to a higher more responsible bidder.
6. 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]*

**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. Division of Employees**

1. The employees of the District are divided into two groups: those that work in the office and those that work with the water/wastewater treatment plants.
  - a. Plant Workers - Report to the Superintendent who is then responsible to the Board for Plant personnel.
  - b. Office Workers - Report to the Administrative Secretary who is then responsible to the Board for Office personnel.
2. 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]*

## **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 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 removed. 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]*

## **2.03 Hours of Work**

- A. Normal Work Week.** The normal work week shall consist of forty (40) hours of work performed during any consecutive seven day (7) period. The Board shall establish office hours during which time office personnel will keep the office open for business. At the time of adoption of this Policy, the office is open for thirty-five (35) hours each week. 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 (1) 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 Administrative Secretary 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 Administrative Secretary. 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 Administrative Secretary or the Superintendent 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, Plant 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 Superintendent. 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. Employees who are on the On-Call rotation receive compensatory time as defined elsewhere. No payment shall be made for unused compensatory time upon termination of the employee, whether such termination occurs as a result of Board action or as a result of employee action.

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

**2.04 Holidays.** Paid holidays are:

HOLIDAY	DATE
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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 in on vacation using earned annual leave.

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

<b>Period of Employment</b>	<b>Annual Leave Accrued</b>	<b>Days Earned per Month</b>
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 not be used in the same year it is earned. Employees must use accrued annual leave before said employee’s anniversary date in the year following the accrual of such annual leave. If any employee is unable to use accrued annual leave before said anniversary date, the Board may authorize the carryover of said accrued annual leave into the next year or payment of salary in lieu of vacation upon a showing by said employee that the failure to use annual leave was justifiable.

*[History: Resolutions 98-09-14, 2000-05]*

**2.06 Sick Leave**

Regular full-time employees shall earn eight (8) hours of sick leave for each full month employment. Full-time employees required to work thirty-five (35) hours per week shall earn seven (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. Only sick leave which has been earned and accrued prior to the date of absence may be taken. In no case will an employee be paid for unused sick leave. Sick leave hours may be carried over from year to year and accumulated to a maximum of four hundred eighty (480) hours. The Board may, at its discretion, as determined on a case by case basis, authorize accumulation of additional sick leave and allow employees to contribute accrued sick leave to another employee. The Administrative Secretary shall report monthly to the Board the status of accrued sick leave for all employees. Existing employees with sick leave in excess of the maximum shall be entitled to use the full sick leave time accrued on the date of adoption of this provision, but shall not continue accrual of sick leave hours in excess of the maximum.

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

**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 thirty (30) days.
4. For Maternity leave beyond accrued Sick leave a leave of absence without pay for up to ten (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.

**B. Unpaid Suspension.** 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.

**C. Resignation.** All employees are required to submit written notice of Resignation at least two (2) weeks in advance of the effective date. Failure to give proper notice in writing may result in forfeiture of all benefits accrued.

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

## **2.13 Reserved**

## **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 other wise 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 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. The salary ranges shall be adjusted annually with said adjustment based upon the cost of living index recommended by the District accountant.

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

**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.
- 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. The Superintendent and Administrative Secretary shall authorize such reimbursements for employees over which each has supervisory responsibilities. 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]*

**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 \$600 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: Resolution 2002-03]*

**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 two hundred (200) feet of such water line, shall, immediately upon the effective date of this resolution, or within sixty (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, regardless of whether an actual connection is made or not, 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.
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]*

### **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 two hundred (200) feet of such sewer line, shall immediately upon the effective date of this resolution, or sixty (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, regardless of whether an actual connection is made or not, 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.

2. All hook-up 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 hereinafter 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 services rendered by the District to such property against which such charges remain delinquent. The delinquent customer shall be given notice at least twenty-four hours prior to the discontinuation of any service. Service shall not be disconnected if the customer pays all amounts owed within the 24-hour period.

*[History: Resolution No. 99-01]*

**E. 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: Resolution 81-011981]*

**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.** Because the District cannot know for certain how water that has passed through a meter will be used once it is on private property, all water service connections on a parcel with a sewer connection shall be billed for sewer service. There shall be no exceptions to this rule for connections that are said to be solely for irrigation or other such purposes.

*[History: Resolution 93-061493; 2006-04]*

**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.

**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 Installation Charges.** Individual water meters shall be required for all new connections, including individual units within condominiums and condo-motels. 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.

<b>TABLE 2 WATER METER INSTALLATION CHARGES</b>		
<b>Meter Size (inches)</b>	<b>Allowable Peak Flow (gpm)</b>	<b>Meter Installation Charge</b>
5/8 & 3/4	24	\$100.00
1	40	\$150.00
1-1/2	80	\$350.00
2	128	\$550.00

*[History: Resolutions 93-061493, 94-031494, 99-01, 2005-01]*

**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 majuer 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**

The monthly rates and charges for the services and facilities of the District shall be as follows.

**5.02 Water Rates**

First 3,000 gallons .....	\$14.13 (minimum bill)
For every next 1,000 gallons or fraction thereof .....	\$ 4.72
Water Treatment Facility Surcharge .....	\$ 5.00

*[History: Resolution 2001-04; 2003-05; 2004-02; 2005-04; 2006-02; 2006-03; 2006-05]*

**5.03 Sewer Rates**

**A. Residential.**

\$15.45 minimum, plus \$2.61 per 1,000 gallons of potable water usage in excess of 3,000 gallons

**B. Restaurants, Hotels and Motels, Laundromat, Trailer Parks, and All Other Commercial Customers.**

\$15.45 minimum, plus 100% of potable water bill.

*[History: Resolutions 98-2-09, 2001-04; 2003-05; 2004-02; 2005-04; 2006-03; 2006-05]*

**5.04 Miscellaneous Charges**

The following shall be imposed:

<b>A. Penalty for late payment</b> .....	\$ 5.00
(if payment not made by the 15 <sup>th</sup> of the month)	
<b>B. Disconnect Fee</b> .....	\$15.00
<b>C. Reconnect Fee</b> .....	\$15.00
<b>D. Service charge for checking meter and finding no problem</b> .....	\$15.00

*[History: Resolution 99-01]*

**5.05 Deposit Charges**

1. A refundable \$100 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.
2. 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.
3. 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.

*[History: Resolution 99-01, 2005-01]*

**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.

*[History: Resolution 2003-02]*

**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 of grease, shall not be connected into the sewer system without providing and maintaining an efficient grease trap, all in accordance with the recommendations of the District’s professional consulting engineers.
- 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]*

**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 Requirement to Retrofit to Ultra Low Flow Devices**

**A. Establishment of Surcharge.** There is hereby established a surcharge of twenty five percent (25%) to be applied to each monthly water and sewer bill of all large volume customers that do not have ultra low flow devices on all toilets, showerheads and lavatory faucets on premises of said customers. The surcharge shall take effect four (4) months from adoption of this Resolution. During said four (4) months, it is the intent of the District that all large volume customers shall have sufficient time to install ultra low flow devices so as to avoid being assessed the surcharge. All large volume customers shall be required to pay the surcharge hereby established until such time as said large volume customer shall certify to the District that the required ultra-flow devices have been installed.

**B. Large Volume Customers Defined.** Large volume customers are customers consuming an average of fifteen thousand (15,000) gallons of water per month during the twelve (12) months preceding the adoption of this Resolution.

**C. Ultra Low Flow Devices Defined.** Ultra low flow devices are defined as follows:

Toilets: 1.6 gallons per flush (max)

Showerheads: 2.25 gallons per minute (max)

Lavatory Faucets: 0.5 gallon per minute aerators (max)

(As an option at public restrooms, self closing or electric eye faucets may be utilized)

*[History: Resolution 97-714]*

**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) located within a public right-of-way or utility easement, and shall include a non-clog submersible wastewater pump with a recessed impeller capable of passing 2-inch diameter solids, electrical controls including alarm light and horn, a check valve and discharge valve, and sump with cover.
- B. Purchase And Installation Responsibility.** Except where provided otherwise by separate Resolution of the District, the purchase and installation of IPU’s 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. Operation.** The operation of all IPU's shall be the responsibility of the property owner.
- 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 IPU's, 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]*

**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]*

**APPENDIX A**  
**JOB DESCRIPTIONS**

**JOB DESCRIPTION - SUPERINTENDENT**

The Superintendent is in charge of, and responsible for, the safe and efficient operation of the water plant and wastewater plants, the water tower, lift stations, wells, water meters, water and sewer lines, maintenance of all land owned by the District, maintenance of equipment and trucks, maintenance of the office building and grounds, writing and issuing bid specifications for new equipment when necessary, and equipment purchasing. The Superintendent reviews all the pay vouchers and participates in all business and financial matters involving the District. The Superintendent is also responsible for issuing Water Allocations in conjunction with obtaining Building Permits from the City. Other responsibilities include regular reports to DEP, EPA and the SRWMD including water quality studies.

**Responsibilities:**

1. Ensure that the Water Plant and the Wastewater Treatment Plant operate as efficiently as possible and under any rules and regulations of the US government, the State of Florida, the Suwannee River Water Management District, Levy County and the City of Cedar Key, as appropriate, including provisions of the Cedar Key Comprehensive Plan and the Levy County Comprehensive Plan.
2. Issue Water Permits and Water Allocations as necessary.
3. Perform necessary testing and submit appropriate reports and answer questions for Regulatory Agencies.
4. Ensure that maintenance is performed in buildings, grounds, equipment as necessary.
5. Respond to customer complaints or questions and see that work orders are fulfilled when submitted by office personnel for repairs, turning on water or turning off water service.
6. Supervise, discipline and evaluate all plant personnel.
7. Check the water and wastewater plants, and certain lift stations, at least three times a day.
8. Prepare an annual budget for the District system operations and maintenance.
9. Prepare monthly reports to the District Board of Commissioners and present at regular monthly meetings of the Board.
10. Handle all administrative responsibilities associated with the effective implementation of the above requirements.
11. Any other duties assigned by the Board of Commissioners of the District.

The Superintendent will be required to be On-Call for Weekends at the Wastewater Treatment Plant and the Water Plant on a rotating basis. In return for two days of On-Call, one day of compensatory time will be given, to be arranged at the convenience of the Superintendent.

The Superintendent will be responsible for On-Call nights during the evening. If the Superintendent is required to work to handle a break-down or emergency during the evening, he will be paid overtime at the rate of 1½ times the normal hourly wage. If the nighttime work is assigned by the Superintendent to another employee, that employee shall be eligible for overtime pay as specified above.

**Reporting and Salary:**

The Superintendent reports to the Board of Commissioners and shall have a starting salary of \$28,500 - \$40,000 per year, depending on experience, education and qualifications. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Superintendent’s hourly rate.

**Qualifications:**

At least 3 years experience in water and wastewater treatment, management experience preferred and a Class C Wastewater and Water Operator's license. High School diploma. Must have knowledge of equipment and building maintenance and repair. Must have valid CDL driver's license. Must be bondable.

**Benefits:**

Benefits include paid vacation and holidays, paid sick leave, paid medical dental and life insurance and retirement plan.

**JOB DESCRIPTION - ASSISTANT SUPERINTENDENT**

Assists the Superintendent. Responsibilities include work at the wastewater treatment plant, water plant, lift stations and repair pipes and meters. Install meters. Perform meter readings. Repair broken water and sewer lines as necessary. Check lift stations every other day.

**Responsibilities:**

1. Assist the Superintendent in keeping Water Plant and Wastewater Plant operational.
2. Check lift stations every other day.
3. Repair broken pipes and meters
4. Install water meters and perform meter readings.
5. Act in the Superintendent's capacity when the Superintendent is unavailable.
6. Any other duties as assigned by the Superintendent.

The Assistant Superintendent will be required to be On-Call for Weekends at the Wastewater Treatment Plant and the Water Plant on a rotating basis. The Plants will be checked at least three times a day and certain lift stations as directed by the Superintendent. In return for two days of On-Call, one day of

compensatory time will be given, to be arranged between the Assistant Superintendent and the Superintendent. If called out by the Superintendent for a week-night repairs or emergency, the Assistant Superintendent will be eligible for overtime pay after the first hour of work at the rate of 1 ½ times the normal wage.

**Reporting Salary:**

The Assistant Superintendent reports to the Superintendent and shall have a starting salary of \$22,000-28,000 depending on experience, education and qualifications. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Assistant Superintendent’s hourly rate.

**Qualifications:**

At least 1 year experience in water and wastewater treatment; plumbing experience necessary. Must have Class C Wastewater and Water License. Must have knowledge of equipment and repair. Must have valid CDL driver's license. Must be bondable. Must have high school diploma.

**Benefits:**

Benefits include paid vacation and holidays, paid sick leave, paid medical, dental and life insurance and retirement plan.

**JOB DESCRIPTION - TECHNICIAN - I**

The Technician is responsible for carrying out repairs, maintenance and yard work at the Wastewater Treatment Plant, the Water Plant, the office and other District properties such as the well sites, water tower sites, lift stations, etc.

**Responsibilities:**

1. Assist with maintenance of wastewater and water plants and equipment.
2. Perform mowing and other yard work as directed by the Superintendent.
3. Perform meter readings and check life stations as directed.
4. Drive the sludge truck.
5. Execute work orders as directed by the Superintendent or the Superintendent’s designee.
6. Any other duties as assigned by the Superintendent or the Superintendent’s designee..

The Technician will be required to be On-Call for Weekends at the Wastewater Treatment Plant and the Water Plant on a rotating basis. The Plants will be checked at least three times a day and certain lift stations as directed by the Superintendent. In return for two days of On-Call, one day of compensatory time will be give, to be arranged between the Technician and the Superintendent. The Technician may be

called out by the Superintendent to perform overtime work. Such overtime will be paid at the rate of 1 ½ times the regular salary.

**Reporting and Salary:**

The Technician reports to the Superintendent and shall have a starting salary of \$15,000 - 21,000 per year depending on experience, education and qualifications. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Technician I's hourly rate.

**Qualifications:**

Familiarity with plumbing and equipment maintenance and repair. Must have Class C Wastewater and Water Operator's License. Must have high school diploma or equivalent. Must have valid CDL driver's license and must be bondable.

**Benefits:**

Benefits include paid vacation and holidays, paid sick leave, paid medical, dental and life insurance and retirement plan.

**JOB DESCRIPTION - TECHNICIAN II**

The Technician II is responsible for carrying out repairs, maintenance and yard work at the Wastewater Treatment Plant, the Water Plant, the office and other District properties such as the well sites, water tower sites, lift stations, etc. This position may be filled on a part-time or full-time basis depending upon the needs of the District.

**Responsibilities:**

1. Assist with maintenance of wastewater and water plants and equipment.
2. Perform mowing and other yard work as directed by the Superintendent.
3. Perform meter readings and check lift stations as directed.
4. Drive the sludge truck.
5. Execute work orders as directed by the Superintendent or the Superintendent's designee.
6. Any other duties as assigned by the Superintendent or the Superintendent's designee..

**Reporting and Salary:**

The Technician II reports to the Superintendent and shall have a starting salary of \$13,000 - \$19,000 per year depending on experience, education and qualifications. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Technician II's hourly rate.

**Qualifications:**

Familiarity with plumbing and equipment maintenance and repair. Must have high school diploma or equivalent. Must have valid CDL driver's license and must be bondable.

**Benefits:**

Benefits shall be available to any Technician II employed on a full-time basis. Benefits include paid vacation and holidays, paid sick leave, paid medical, dental and life insurance and retirement plan. A Technician II employed on a part-time basis shall not be eligible for said benefits.

**JOB DESCRIPTION - ADMINISTRATIVE SECRETARY**

The Administrative Secretary to the Board is responsible for office management, performing the payroll, keeping track of bank accounts and records, any required legal reporting, setting up the meetings as required, preparing legal advertising and preparing the budget. Responsibilities further include dealing with customer complaints and questions, taking applications for service, generating bills for service and overseeing the expenditures for the office. Other duties include supervision of the Billing Clerk.

**Responsibilities:**

1. Manage the office including keeping track of bank accounts and records, performing bookkeeping functions, preparing vouchers, performing all Payroll functions, including Quarterly Reports, preparing annual budgets and collecting delinquent accounts.
2. Setting of Board meetings including proper legal advertising and maintenance of proper minutes.
3. Attend all Board meetings and prepare minutes summarizing discussions occurring at said meetings.
4. Maintenance of correspondence, personnel and other files of the District.
5. Generating reports of vacation and sick leave status of all employees and provide a copy of each such report to the Board of Commissioners on a monthly basis.
6. In conjunction with the Clerk of the City of Cedar Key, oversee elections and proper legal advertising associated with the elections.
7. Assist customers with complaints and provide information; generate work orders and ensure that proper statements are issued and receipts are entered and accounted for including bank deposits.
8. Supervise and evaluate the Billing Clerk.
9. Assist the Superintendent with ordering of office supplies or any typing or other office work needed by the Superintendent.
10. Any other duties as assigned by the Board of Commissioners.

**Reporting and Salary:**

The Secretary reports to the Board of commissioners. The position is salaried and shall have a starting salary of \$16,000 - 22,000 per year depending on experience, education and qualifications. This salary is based upon on a 40-hour work week. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Administrative Secretary's hourly rate.

**Qualifications:**

At least 3 years experience with some management experience required. Knowledge of bookkeeping and payroll including computerized bookkeeping. Must be able to type at least 45 wpm. Must be bondable. High school diploma, required.

**Benefits:**

Benefits include paid vacation and holidays, paid sick leave, paid medical, dental and life insurance and retirement plan.

**JOB DESCRIPTION - BILLING CLERK**

The Billing clerk acts as receptionist and billing clerk for the District's office and maintains customer accounts, accepting and listing payments, generates work orders, deals with customers and others and keeps messages when necessary for employees and Board members.

**Responsibilities:**

1. Assist the Secretary with office work including answering the telephone, assisting customers, maintaining customer accounts and typing.
2. Perform the monthly billing cycle including entering meter readings, generating monthly statements and reports and handling customer payments.
3. Set up meter books, handle past due reminders and accept other charges such as meter deposits and capital facility fees.
4. Performs typing as directed by the Secretary or Board member.
5. Any other duties as directed by the Secretary.

**Reporting and Salary:**

The Billing Clerk reports to the Secretary and shall have a starting salary of \$12,000 - 18,000 per year, depending on experience, education and qualifications. This salary is based on a 35-hour work week. Overtime work (in excess of 40 hours per week) shall be compensated at 1.5 times the Billing Clerk's hourly rate.

**Qualifications:**

Familiarity with office procedures. Must be able to type 60 wpm. Must be good with customers. Must be familiar with computerized billing systems and word processing software. High school diploma required, Must be bondable.

**Benefits:**

Benefits include paid vacation and holidays, paid sick leave, paid medical, dental and life insurance and retirement plan.

**APPENDIX B**

**Cedar Key Water & Sewer District  
Drug Free Workplace Policy**

## DRUG-FREE WORKPLACE PROGRAM

### I. PURPOSE

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free working environment, the Cedar Key Water and Sewer District (District) has established this program relating to the use or abuse of alcohol and drugs by its employees. This program is intended to conform to the requirements of the Drug-Free Workplace Program under Florida's Workers' Compensation Law, Fla. Stat. § 440.101-.102, and rules promulgated pursuant thereto.

Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This program is established in part to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

Florida Statute § 440.101 provides in part that an employee who is injured in the course and scope of his employment and tests positive on a drug or alcohol test may be terminated and shall forfeit his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law. Refusal to take a drug (urine) or alcohol (blood) test may result in the employee forfeiting his eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law and the employee being subject to dismissal. The District group medical plan excludes benefits for job related injuries. Therefore, if Worker's Compensation benefits are forfeited pursuant to the drug-free workplace program, the employee injured on the job will be without any District provided medical benefits.

Certain components of this program involve utilization of additional techniques and procedures. These additional techniques and procedures as well as the determination of the employee groups who will be covered by such, are both justified by, and based upon, federal and state statutes, case law, and regulatory findings related to various public sector and private sector employees working in safety-sensitive and "special risk" positions throughout inter- and intrastate commerce. At such time as the regulations implemented pursuant to the Omnibus Transportation Employee Testing Act of 1991 or other regulatory requirements become applicable to District employees, this program will be altered as and if necessary to conform to the specific requirements of the final regulations. Until such time, any additional techniques and procedures shall utilize mechanisms already in use and/or proposed for use by state or federal law and regulation. As determined by the Superintendent, based upon additional information or experience, such additional techniques and procedures (those which are not required by § 440.101-.102 and addenda hereto) may be unilaterally, and without notice, altered, or eliminated from the remainder of this program, and shall not impact this program's continuing compliance with § 440.101-.102, Fla. Stat. (1993). Except as provided for in this Section I, modifications to the Program authorizing the use of additional testing techniques, testing for additional drugs, or creating additional situations for testing (Section VII) the District will follow any stated requirements for notice to, or discussion with, employees or their agents.

To the extent that § 440.101-.102, or the implementing rules issued by the Department of Labor and Employment Security (38F-9, F.A.C.) or those issued by the Department of Health and Rehabilitative Services (10E-18, F.A.C.) are amended, or other statutes and rules requiring drug testing are

determined to be applicable to District employees, the District’s program will be amended to the extent required by such, without the necessity of further general notice.

The District’s Drug-Free Workplace Program has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug-free workplace should be the goal of every employer in America. Drug and alcohol testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti-drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.

**II. SCOPE**

All employees are covered by this program and, as a condition of employment, are required to abide by the terms of this program.

**III. DRUG-FREE WORKPLACE PROGRAM DISSEMINATION**

- A. The District will give a general one-time notice to all employees that the District prohibits its employees from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its property, or while its employees are at work; that it is against District policy to report to work or to work under the influence of drugs; and that it is a condition of employment to refrain from using nonprescription drugs or alcohol on the job, or abusing legal drugs on or off the job such that it affects their job, and that a drug testing program is being implemented. At least sixty (60) days will elapse between the notice and any employee drug testing implemented pursuant to this program.
- B. Prior to testing, all employees or applicants for employment will be given a summary of the Drug-Free Workplace Program, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs.
- C. A notice of drug testing will be included with all job vacancy announcements for which drug testing is required. A notice of the District’s drug testing program will also be posted in appropriate and conspicuous locations on the District’s premises and copies of the program will be made available for inspection during regular business hours in the Human Resource Department.

**IV. DEFINITIONS**

The definitions of words and terms as set forth in § 440.02(1) and § 440.102(1), Fla. Stat., the Florida Workers’ Compensation Drug Testing Rules (38F-9, F.A.C.), and the Florida Department of Health and Rehabilitative Services (HRS), Drug-Free Workplace Standards (59A-24, F.A.C.) shall apply to the words and phrases used in this program unless the context clearly indicates otherwise.

**V. ALCOHOL USE PROHIBITIONS**

- A. The consumption of alcohol on District property or while on duty (during working hours, while at work, etc.) is prohibited and will result in disciplinary action, up to and including dismissal. The prohibition of consumption of alcohol upon District property or on duty does not, however, apply to those assignments, premises, or events at which consumption of alcohol is authorized by the District Board. Such authorization does not encourage, sanction, or authorize any individual to consume alcohol in excess to a point of being intoxicated.

Therefore, any employee at an event, who in the sole opinion of the Superintendent becomes intoxicated, must refrain from further consumption of alcohol and, upon request by the Superintendent, leave the function. Failure to comply with the request constitutes a violation of the program and will subject the employee to disciplinary action.

- B. Off-duty use of alcohol may adversely affect an employee’s job performance or adversely affect or threaten to adversely affect other interests of the District, including but not limited to the employee’s relationship to his/her job, fellow workers’ reputations, or goodwill in the community.
- C. Except as provided herein, the personal possession (i.e., on the person, or in a desk, refrigerator, or locker) of alcohol on District property, including vehicles, during working hours will result in disciplinary action, up to and including dismissal.
- D. It is against the District’s program and a violation of District policy to report to work or to work under the influence of alcohol.
- E. For purposes of implementing § 44.101-.102, an employee is presumed to be under the influence of alcohol if a blood test shows a forensically acceptable positive quantum of proof of alcohol usage as set forth in the Florida Workers’ Compensation Testing Rules, Chapter 38F-9, F.A.C.
- F. An employee who The Superintendent has reason to suspect is under the influence of alcohol will be removed immediately from the workplace and will be tested and evaluated by authorized personnel selected by The Superintendent, if reasonably available. The District will take further action (i.e., further testing, referral to counseling, and/or disciplinary action) based on medical information, work history, and other relevant factors. The determination of appropriate action in each case rests solely with the District.
- G. Failure to pass an alcohol test will result in further testing or disciplinary action, up to and including dismissal.
- H. Efforts to tamper with, or refusal to submit to an alcohol test will subject the employee to dismissal.
- I. Employees arrested for an alcohol-related incident, as indicated on the arrest report, shall notify, as soon as feasible, but in any event no later than 24 hours after the arrest, the Superintendent or Administrative Secretary of the arrest if the incident occurs:
  - 1. During working hours, or
  - 2. While operating a District vehicle, or
  - 3. While operating a personal vehicle on District business.Failure to comply with this subsection will result in disciplinary action up to and including dismissal.
- J. Violations of alcohol use prohibitions can subject an employee to disciplinary action up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

**VI. DRUG USE PROHIBITIONS**

- A. The use, sale, purchase, possession, manufacture, distribution, or dispensation of nonprescription drugs or their metabolites on District property or while at work (while on duty, during working hours, etc.) is a violation of the District's Program and is just cause for immediate dismissal.
- B. Reporting to work, or working, under the influence of nonprescription drugs is a violation of the District's Program and is just cause for immediate dismissal unless the violation is identified solely by the failure of a random drug test as set for in VI. C. below.
- C. An employee who fails a random urine drug test, will be allowed a one-time opportunity to participate in an Alcohol/Drug Rehabilitation Program or other approved program as determined by the District, in lieu of being immediately dismissed based upon such failure. However, allowing the Employee to participate in such program in lieu of being dismissed is conditioned upon the Employee's meeting the requirements set forth in Part X of this program. Furthermore, such an opportunity will not be available to an employee who has previously participated in an Alcohol/Drug Rehabilitation Program, the District's EAP, or other approved, similar program, as an alternative to dismissal. Employees allowed the rehabilitation opportunity described herein may still receive disciplinary action short of dismissal in addition to required participation in the rehabilitation program. Participation in a treatment program, be it entirely voluntary or pursuant to this section, will not excuse additional violations of this policy, work rule violations, improper conduct, or poor performance and an employee may be disciplined or dismissed for such offenses or failure to perform.
- D. For purposes of this program, an employee is presumed to be under the influence of drugs if a urine test or other authorized testing procedure shows a forensically acceptable positive quantum of proof of drug usage as set forth in the Florida Workers' Compensation Testing Rules, Chapter 38F-9, F.A.C.
- E. Legal medication (over the counter) or prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any over-the-counter medications or prescription drug which might impair safety, performance, or any motor functions shall advise the Superintendent of the possible impairment before reporting to work under the influence of such medication or drug. A failure to do so may result in disciplinary action. If The Superintendent determines that the impairment does not pose a safety risk, the employee will be permitted to work. Otherwise, the Superintendent may temporarily reassign the employee or place the employee in an appropriate leave status during the period of impairment. Improper use of "prescription drugs" is prohibited and may result in disciplinary action. Improper use of prescription drugs includes, but is not limited to use of multiple prescriptions of identical or interchangeable drugs, and/or consumption of excessive quantities of and individual or therapeutically interchangeable drugs, and/or inappropriately prolonged duration of consumption of drugs, and/or consumption of prohibited drugs for other than valid medical purposes. For the purpose of this Program, consumption of any drug by the employee of more than the manufacturer's maximum recommended daily dosage, or for a longer period of time than recommended, or of any prohibited drug prescribed for or intended for another individual, or for other than a valid medical purpose shall be construed to constitute improper use. Excessive or inappropriate prescribing by the prescriber or prescribers shall

NOT constitute a defense for the employee. Prescription medication shall be kept in its original container if such medication is taken during working hours or on District property.

- F. Refusal to submit to or efforts to tamper with a drug test will subject the employee to dismissal.
- G. Except as provided herein, failure to pass a drug test will result in disciplinary action, up to and including dismissal.
- H. Violations of drug prohibitions can subject an employee to disciplinary action up to and including dismissal. Dismissal for a first offense will be considered an appropriate penalty absent mitigating circumstances.

**VII. TESTING**

A. Testing of Applicants

- 1. Prior to employment, applicants, whether for temporary or permanent positions, will be tested for the presence of drugs.
- 2. Any job applicant who refuses to submit to drug testing, refuses to sign the consent form, fails to appear for testing, tampers with the test, or fails to pass the pre-employment confirmatory drug test will not be hired and in most cases will be ineligible for hire for a period of at least two (2) years.

B. Reasonable Suspicion Testing

- 1. “Reasonable suspicion testing” means drug testing based on a belief that an employee is using, or has used drugs in violation of the District’s program, on the basis of specific, contemporaneous, physical, behavioral or performance indicators of probable drug use.
- 2. The Superintendent may, but is not required to, receive training in the identification of actions, appearance, conduct or odors which are indicative of the use of drugs or alcohol. If the Superintendent believes reasonable suspicion exists, the employee will be asked to immediately submit to a drug test(s) and sign a form acknowledging his or her consent. When chemical breath testing, or other reliable mechanisms, for alcohol testing are used, the test may be conducted immediately at the work site or later at the collection site. Factors which substantiate cause to test for blood or urine shall be documented by the management representative on the Substance Abuse Investigation Report Form which must be completed as soon as practicable, but no later than seven (7) days after the employee has been tested for drugs. A copy of this report will be given to the employee upon request.
- 3. The Superintendent or Administrative Secretary shall be responsible for determining if reasonable suspicion exists to warrant drug testing and shall document in writing the specific facts, symptoms, or observations which form the basis for such reasonable suspicion.
- 4. The Superintendent or Administrative Secretary shall require an employee to undergo drug testing if there is reasonable suspicion that the employee is in violation

of the District Drug-Free Workplace Program. Circumstances which constitute a basis for determining “reasonable suspicion” may include but are not limited to:

- a. A Pattern of Abnormal or Erratic Behavior - This includes but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
  - b. Information Provided by a Reliable and Credible Source - The Superintendent or Administrative Secretary receives information from a reliable and credible source that an employee is violating the District’s Drug-Free Workplace Program.
  - c. Direct Observation of Drug Use - The Superintendent or Administrative Secretary directly observes an employee using drugs while the employee is on duty. Under these circumstances, a request for drug testing is MANDATORY.
  - d. Presence of the Physical Symptoms of Drug Use - The Superintendent or Administrative Secretary observes physical symptoms that could include but are not limited to glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or what is generally associated with common ailments such as colds, sinus, hay fever, diabetes, etc.
5. The following will be deemed reasonable suspicion and may provide a sufficient basis for requesting a drug test at the direction of the Superintendent or Administrative Secretary:
- a. Violent or Threatening Behavior - First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent and/or threatening behavior against a fellow employee or a citizen, the Superintendent or Administrative Secretary may request that the employee submit to drug testing.
  - b. Violent or Threatening Behavior - Subsequent Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent and or threatening behavior against a fellow employee or a citizen, upon a second or subsequent episode of similar behavior/conduct (within twelve months), the Superintendent or Administrative Secretary shall request that the employee undergo drug testing.
  - c. Absenteeism and/or Tardiness: If an employee has previously received a suspension action for absenteeism and/or tardiness, a continued poor record (within twelve months) that warrants a second or subsequent suspension action may result in a request for a drug test.
  - d. Odor: Odor of cannabis or alcohol upon the person.

6. Performance Related Accidents: Each employee whose performance either contributed to the accident or whose performance cannot be discounted as a contributing factor to the accident shall be drug tested for both alcohol and drugs. The Superintendent or Administrative Secretary shall ensure that a drug test is performed as soon as possible but no later than 32 hours after the accident. Post-accident testing may involve breath, blood, and urine.
  7. Should evidence of alcohol be present, i.e., an odor of alcohol, open containers, or a statement from witness confirming alcohol consumption, the Superintendent or Administrative Secretary must ensure testing is completed as soon as emergency medical care has been provided.
  8. The following are examples of conditions that require accident related testing:
    - a. District employee operating a vehicle while on District business (either a District-owned or personal vehicle) and involved in an accident that results in a citation for a moving violation.
    - b. An accident involving property damage (District or private) estimated to be greater than \$1,000.
    - c. An accident involving death.
    - d. An accident involving injury requiring treatment at an off site (away from the scene of the accident) medical facility
- C. Random Testing
1. Random drug testing will be performed utilizing urine and may be performed in the future utilizing breath or other reliable mechanisms (see VIII, K).
  2. Employees in safety sensitive or “special risk” positions, including employees whose positions with the District require them to have a commercial drivers license, will be required to submit to drug testing on a random basis. A list of those job classifications determined to be safety sensitive or “special risk” will be compiled and kept on file and such list will be periodically updated.
  3. For purposes of selection for testing, employees shall be identified only by Social Security Numbers and the selection of employees will be conducted through the use of a random number generator or other neutral selection process.
  4. Upon notification by management representatives that a drug test is required, the employee will report to the test site as designated by the Superintendent or Administrative Secretary, but in no event, later than 24 hours after notification, and provide a specimen of his/her urine. If chemical breath testing, or other reliable mechanisms, for alcohol testing are used, the test may be conducted immediately at the work site or later at the collection site.
  5. Random testing shall be at an annual rate of between twenty-five percent (25%) to fifty percent (50%) of the average number of positions for which testing is required. During the first 12 months of this program, random drug testing: (1) will be spread

reasonably throughout the year; and (2) the total number of tests will be equal to at least 25 percent (25%) of the employees subject to testing.

**D. Return to Duty Testing**

An Employee who does not pass a blood or urine drug test may not return to work until meeting at least the following requirements:

1. The employee must pass a drug test administered under this program.
2. The Medical Review Officer must approve the employee for return to work.
3. The employee must agree to participate in and successfully complete any alcohol or drug evaluation, counseling or rehabilitation program required by the District.
4. The employee must agree to submit to periodic, unannounced drug tests for a period of 24 months as set forth in paragraph F below.

**E. Position Change Testing**

Employees moving from a non-safety sensitive position to one designated as safety sensitive or “special risk”, as a result of a formal personnel action, shall be required to successfully pass a urine drug test within 48 hours of receiving notification that they have been selected to fill the safety sensitive or “special risk” position.

**F. Follow-up Testing**

If the employee in the course of employment enters an employee assistance program for drug related problems, or an alcohol and drug rehabilitation program not related to the employee’s failure to pass a drug test, the employee shall submit to a drug test prior to return to duty and be cleared for return by the MRO, and, unless otherwise agreed to by the District, submit to drug tests as a follow-up to such program, on at least an annual basis for a period of 24 months thereafter, as determined by the District. Advance notice of the follow-up test shall not be given to the employee.

**G. Routine Fitness for Duty**

An employee shall submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is required for all members of an employment classification or group.

**H. Additional Testing**

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations.

**I. Refusal to Test**

Employees who refuse to submit to a blood or urine test administered in accordance with this program may forfeit their eligibility for all workers’ compensation medical and indemnity benefits and will be subject to dismissal. Employees who refuse to submit to a chemical

breath test or other mechanism determined by the Superintendent to be reliable will be subject to dismissal.

**VIII. TESTING PROCEDURE**

**A. Tested Substances**

The District may test for any or all of the following drugs:

- Alcohol
- Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- Cannabinoids (i.e., marijuana, hashish)
- Cocaine
- Phencyclidine (PCP)
- Methaqualone (Quaalude, Parest, Sopor)
- Opiates
- Barbiturates (Phenobarbital, Tuinal, Amytal)
- Benzodiazophines (Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
- Methadone (Dolophine, Methadose)
- Propoxyphene (Darvocet, Darvon N, Dolene)

**B. Consent Required**

Job applicants and employees will be asked to sign a Consent To Testing form. Refusal to execute the consent form constitutes a refusal to be tested, and will subject the employee/applicant to dismissal/failure to hire.

**C. Designated Laboratory**

Because of the potential adverse consequences of positive test results on employees, the District will employ a very accurate testing program. Specimen samples will be analyzed by a highly qualified, independent laboratory which has been selected by the District and certified by the appropriate regulatory agency. The name and address of the certified laboratory currently used by the District is on file with the District.

**D. Notification of Prescription Drug Use**

Applicants and employees will be given an opportunity prior to and after testing to, on a confidential basis, provide any information they consider relevant to the test including listing all drugs they have taken within the immediately preceding 30 day period, including prescribed drugs and to explain the circumstances of the use of those drugs in writing or other relevant medical information on a Drug Use Information Form, which information will be furnished to the Medical Review Officer (MRO) in the event of a positive confirmed result. Applicants and employees will also be provided with a notice of the most common medication by brand name or common name, as well as the chemical name which may alter or affect a drug test.

**E. Testing of Injured Employees**

An employee injured at work and required to be tested will be taken to a medical facility for immediate treatment of injury. If the injured employee is not at a designated collection site, the employee will be transported to one as soon as it is medically feasible and specimens will be obtained. If it is not medically feasible to move the injured employee, specimens will be obtained at the treating facility under the procedures set forth in this program and transported to an approved testing laboratory. No specimen will be taken prior to the administration of emergency medical care. An injured employee must authorize release to the District the result of any tests conducted for the purpose of showing the presence of alcohol or drugs.

F. Body Specimens

Urine will be used for the initial test for all drugs except alcohol and for the confirmation of all drugs except alcohol. Blood will be used for the initial and confirmation tests for alcohol for complying with the provisions of § 440.101-.102, Fla. Stat. Sufficient volume of specimens shall be obtained so as to provide for the necessary number of samples as may be required, depending upon the number of required procedures. Chemical breath testing methods or other reliable mechanisms may be utilized in connection with justifying further alcohol/blood tests in instances involving reasonable suspicion, and random (if instituted in the future) testing under this program, but are not required to be first utilized. In the case of injured employees, the physician will have the discretion to determine to not draw a blood sample if such would threaten the health of the injured employee or if the employee has a medical condition unrelated to the accident which may preclude the drawing of the necessary quantity of blood for a testing specimen. Under these circumstances, no inference or presumption of intoxication or impairment will be made for the purposes of § 440.101-.102, but discipline for violation of the Program may be taken based upon observable conduct or conditions and/or the result of other tests, if any.

G. Cost of Testing

The District will pay the cost of initial and confirmation drug tests, which it requires of employees and job applicants. An employee or job applicant will pay the cost of any additional drug test not required by the District.

H. Collection Site, Work Site

1. The District will utilize a collection site designated by an approved laboratory which has all necessary personnel, materials, equipment, facilities, and supervision to provide for the collections, security, chain of custody procedures, temporary storage and shipping or transportation of urine and blood specimens to an approved drug testing laboratory. The District may also utilize a medical facility as a collection site which meets the applicable requirements.
2. The District may require that an employee take a chemical breath test at the Work Site or other District facility.
3. Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory as applicable will meet state or federal rules and guidelines. Florida Department of Health and Rehabilitative Services CHAIN OF CUSTODY form (HRS form 1806, as amended from time to

time-last revision 5/91) will be used for each employee or job applicant whose blood or urine is tested.

**I. Collection Site, Work Site, Personnel**

A specimen for a drug test will be taken or collected by:

1. A physician, a physician’s assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or
2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

In the case of a chemical breath test, utilizing evidential breath test devices, a technician licensed pursuant to Rule 10D-42, F.A.C. In the case of other reliable mechanisms, a management representative who has received training in administering the test and analyzing the results.

**J. Testing Laboratory**

1. The laboratory used to analyze initial or confirmation blood or urine specimens will be licensed or certified by the appropriate regulatory agencies to perform such tests. The Florida Department of Health and Rehabilitative Services has published Drug-Free Workplace Standards (Florida Administrative Code, Chapter 59-A) which shall be followed by laboratories and employers for testing procedures required under § 440.101-.102, Fla. Stat.
2. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results will be in accordance with applicable state or federal laws and rules established by HRS of the U.S. Department of Transportation.
3. The laboratory or Medical Review Officer will provide assistance to the employee or job applicant for the purpose of interpreting any positive confirmed test results.

**K. Initial Tests Used for Implementing § 440.101-.102, Fla. Stat.\***

Initial tests will use an immunoassay except that the test for alcohol will be an enzyme oxidation methodology. The following cutoff levels will be used when screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	.05g/dl%
Amphetamines	1000ng/ml
Cannabinoids	100ng/ml
Cocaine	300ng/ml
Phencyclidine	25ng/ml
Methaqualone	300ng/ml
Opiates	300ng/ml

Barbiturates	300ng/ml
Benzodiazepines	300ng/ml
Synthetic Narcotics:	
Methadone	300ng/ml
Propoxyphene	300ng/ml

\*Chemical breath testing procedures as described in Chapter 10D-42, F.A.C. or U.S. Department of Transportation rules, or other reasonably reliable alcohol test devices, including tubes containing crystals that change color when exposed to alcohol, passive alcohol sensors, or saliva testing devices, etc., may be used, as determined by the District prior to requiring a blood sample in its reasonable suspicion testing program (and random if such is implemented in the future). These results are reported only to the appropriate manager who then determines if further testing under this program is warranted.

L. Confirmation Tests Used for Implementing § 440.101-.102, Fla. Stat.

All blood and urine specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the HRS, except that alcohol will be confirmed using gas chromatography. All confirmation will be done by quantitative analysis. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory and recorded as “greater than highest standard curve value”. The following confirmation cutoff levels will be used when analyzing specimens to determine whether they are positive or negative for these drugs metabolites. All levels equal to or exceeding the following will be reported as positive:

Alcohol	.05g/dl%
Amphetamines	500ng/ml
Cannabinoids	15ng/ml
Cocaine	150ng/ml
Phencyclidine	25ng/ml
Methaqualone	150ng/ml
Opiates	300ng/ml
Barbiturates	150ng/ml
Benzodiazepines	150ng/ml
Synthetic Narcotics:	
Methadone	150ng/ml
Propoxyphene	150ng/ml

**IX. TEST RESULTS (Blood and Urine)**

A. Reporting Results.

1. The laboratory shall disclose to the MRO a written positive confirmed test result report within 7 working days after receipt of the sample. The laboratory should report all test results (both positive and negative) to the Medical Review Officer (MRO) within 7 working days after receipt of the specimen at the laboratory. The name and address of the current MRO is on file with the District. The MRO is retained by the District and is not an employee of the drug testing laboratory.

2. The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmation test. Only specimens confirmed positive on the confirmation test will be reported positive for a specific drug.
3. The laboratory will transmit results in a timely manner designed to ensure confidentiality of the information. The laboratory and MRO will ensure the security of the data transmission and restrict access to any data transmission, storage and retrieval system.
4. As provided in 59A-24.008, F.A.C., the MRO will verify that positive and negative test results were properly analyzed and handled according to HRS rules. The MRO may require a re-test. The MRO will have knowledge of substance abuse disorders and shall also be knowledgeable in the medical use of prescription drugs and in the pharmacology and toxicology of illicit drugs. The MRO shall evaluate the drug test result(s) reported by the lab, verifying by checking the chain of custody form that the specimen was collected, transported and analyzed under proper procedures and, determine if any alternative medical explanations caused a positive test result. This determination by the MRO may include conducting a medical interview with the tested individual, review of the individual(s) medical history or the review of any other relevant bio-medical factors. The MRO shall also review all medical records made available by the tested individual. The MRO may request the laboratory to provide quantification of test results.
5. Within three (3) days of receipt of the test results, the MRO will contact the employee or job applicant regarding a confirmed positive test result and make such inquire as to enable the MRO to determine whether prescription or over-the-counter medication could have caused the positive test results. In this later case, the MRO will follow the procedure set forth in either the HRS or D.O.T. rules for providing the employee or job applicant the opportunity to present relevant information regarding the test results. After following the appropriate procedures, the MRO will notify the District in writing of any verified test results. If the MRO after making and documenting all reasonable efforts is unable to contact the employee or job applicant to discuss positive test results, the MRO will contact a designated management official to arrange for the employee or applicant to contact the MRO. The MRO may verify a positive test without having communicated to the employee or applicant about the results of the test, if (1) the employee or applicant declines the opportunity, or (2) within two days after contacting the employee or applicant has not contacted the MRO. Further, employees or applicants must cooperate fully with the MRO. Failure to meet with the MRO upon his or her request or failure to promptly provide requested information will result in an applicant not being hired and an employee immediately being placed upon suspension without pay and may result in discharge.
6. Within 5 working days after the District receives a positive, confirmed verified test result from the MRO, the District will notify the employee or job applicant in writing of such test results, the consequences of such results, and the options available to the employee or job applicant, including the right to file an administrative or legal challenge. Notification shall be mailed certified or hand delivered. Hand delivery is the preferred method of providing notice to employees. Mailed notification shall be deemed received by the employee or applicant when signed for, or seven calendar days after mailing, whichever occurs first.

7. The District will upon request provide to the employee or job applicant a copy of the test results.
8. Unless otherwise instructed by the District in writing, all written records pertaining to a given specimen will be retained by the drug testing laboratory for a minimum of 5 years. The drug testing laboratory shall retain (in properly secured refrigerated or frozen storage) for a minimum period of 1 year, all confirmed positive specimens. Within this 1 year period the District, employee, job applicant, MRO or HRS may request in writing that the laboratory retain the specimen for an additional period of time. If no such request, or notice of challenge (See B3) is received, the laboratory may discard the specimen after 1 year of storage.

**B. Challenges to Test Results**

1. Within 5 working days after receiving notice of a positive, confirmed and verified test result from the District, the employee or job applicant may submit information to the District explaining or contesting the test results and why the results do not constitute a violation of this program. The employee or job applicant will be notified in writing if the explanation or challenge is unsatisfactory to the District. This written explanation will be given to the employee or job applicant within 15 days of receipt of the explanation or challenge, and will include why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive results. All such documentation will be kept confidential and will be retained for at least 1 year.
2. Employees may challenge employment decisions made pursuant to this program as may be authorized by the District personnel policy or collective bargaining agreements.
3. When an employee or job applicant undertakes an administrative or legal challenge to the test results, it shall be the employee's or job applicant's responsibility to notify the District and the laboratory, in writing, of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample shall be retained by the laboratory until final disposition of the case or administrative appeal.
4. The Department of Health and Rehabilitative Services, employer or MRO detecting a false positive error shall immediately notify the laboratory and the District.

**C. Employee/Applicant Protection**

1. During the 180 day period after the employee's or applicant's receipt of the District's written notification of a positive test result, the employee or applicant may request that the District have a portion of the specimen retested, at the employee's or applicant's expense. The retesting must be done at another HRS licensed laboratory. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the District will be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody for such transfer.

2. The drug testing laboratory will not disclose any information concerning the health or mental condition of the tested employee or job applicant.
3. The District will not request or receive from the testing facility any information concerning the personal health, habit or condition of the employee or job applicant including, but not limited to, the presence or absence of HIV antibodies in a worker's body fluids.
4. The District will not dismiss, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test.
5. The District will not dismiss, discipline or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while in the employ of the District, for a drug-related problem, if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered an alcohol or drug rehabilitation program. This shall not prevent follow-up testing as required by this program.

**X. EMPLOYEE PROFESSIONAL HELP**

The District regards its employees as its most important asset. Accordingly, the District prefers to provide help to employees who suffer from alcohol or drug abuse and other personal or emotional problems. Employees with such problems should seek confidential assistance from the District or other community resources before drug or alcohol problems lead to disciplinary action. Employees referred to professional help as a result of a first violation of the District's Drug-Free Workplace Program may, at the District's discretion, be allowed to continue their employment with the District provided:

1. They contact the recommended professional for help and strictly adhere to all the terms of treatment and counseling;
  2. Immediately cease any and all abuse/use of alcohol/drugs; and
  3. Consent in writing to periodic unannounced testing for a period of up to 60 months after returning to work or completion of any rehabilitation program, whichever is later.
  4. Pass all drug test(s) administered under this program.
  5. The employee executes and abides by an agreement describing the required conditions.
- E. Participation in any evaluation, treatment, or counseling program will be at the employee's expense unless participation in the particular program is required by the District, or unless the employee is entitled to such benefits under the terms of the District's group health plan or by other available benefits.

**XI. INVESTIGATION**

- A. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the District reserves the right to undertake reasonable searches of all vehicles, containers, lockers, or other items on District property in furtherance of this program. Individuals may be requested to display personal property for visual inspection.
- B. Searches for the purpose described herein will be conducted only where the District has reasonable suspicion that the employee has violated the District’s Drug-Free Workplace Program, and that evidence of such misconduct may be found during the search.
- C. Preventing a premises/vehicle search or refusing to display personal property for visual inspection will be grounds for dismissal and/or denial of access to District premises.
- D. Searches of an employee’s personal property will take place only in the employee’s presence. All searches under this program will occur with the utmost discretion and consideration for the employee involved.
- E. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched except by law enforcement personnel having lawful authority to do so.
- F. Because the District’s primary concern is for the safety of its employees, the public and their working environment, the District will not normally seek prosecution in matters involving mere possession of illegal substances discovered solely as a result of search under this section. However, the District will turn over all confiscated drugs and drug paraphernalia to the proper law enforcement authorities. Further, the District reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

**XII. ARREST FOR DRUG-RELATED CRIME**

- A. As a condition of employment, each employee obligates himself or herself to notify the Superintendent of the arrest for any alleged violation of or conviction under any criminal drug statute, including but not limited to, offenses described in Section 316.193, Chapter 859 and Chapter 893, Fla. Stat. (1991). Except for the more immediate notice required under Article VIII. of this program, the employee shall give the required notice within 48 hours of such event. Failure to notify will result in dismissal.

- B. Arrests:

If an employee is arrested on a charge of commission of a drug-related crime, the District will perform a preliminary investigation of all of the facts and circumstances surrounding the alleged offense, and District officials may utilize the drug-testing procedures in accordance with this program. In most cases, the arrest for a drug-related crime, except off-duty alcohol use, will constitute reasonable suspicion of drug use under this program. However, information on drug test results shall not be released or used in any criminal proceeding against the employee. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding. In conducting its own investigation the District shall use the following procedures:

During the preliminary investigation, an employee may be placed on leave with pay, if applicable, or removed from safety sensitive or “special risk” assignments/positions. After

the preliminary investigation is completed, but in no event later than 15 days after the Superintendent learns of the arrest, normal personnel procedures shall be implemented.

**XIII. CONFIDENTIALITY**

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received by the District as a part of this drug testing program are confidential communications. Unless required by state or federal laws, rules or regulations, the District will not release such information without a written consent form signed voluntarily by the person tested, except when consulting with legal counsel in connection with action brought under or related to § 440.101-.102, or when the information is relevant to the District's defense in a civil or administrative matter.

**XIV. RECORDS AND TRAINING**

**A. Resource File**

The District will maintain a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal or behavioral problems. The District will inform employees and new hires about any employee assistance programs that it may help make available. The information shall be made available at a reasonable time convenient to the District in a manner that permits discreet review by the employee. The District will provide the names, addresses, and telephone numbers of local alcohol and drug rehabilitation programs to employees and applicants.

**B. Individual Test Results**

1. The MRO shall be the sole custodian of individual positive test results.
- b. The MRO shall retain the reports of individual positive test results for a period of five years.
- c. The District shall keep confidential and retain for at least one year an employee's challenge or explanation of a positive test result, the District's response thereto, and the report of positive result.
4. The District shall keep all negative test results for five years.

**C. General Records of the District**

1. Records which demonstrate that the collection process conforms to all appropriate state or federal regulations shall be kept for three years.
2. A record of the number of employees tested by type of test shall be kept for five years.
3. Records confirming that managers, supervisors and employees have been trained under this program shall be kept for three years.

D. Drug Training Program

1. The District shall establish and maintain a Drug Training Program. The Program shall, at a minimum, include the following:
  - a. A written statement on file and available for inspection outlining the Program.
  - b. At least an annual educational and training component for employees which addresses drugs; and
  - c. An educational and training component for all supervisory and managerial personnel which addresses drugs.
2. The educational and training components described in D.1.b and D.1.c above shall include the following:
  - a. The effects and consequences of drug use on personal health, safety and work environment.
  - b. The manifestations and behavioral changes that may indicate drug use or abuse.
  - c. Documentation of training given to employees, supervisory and management personnel.

[History: Resolutions 2000-01, 2001-02]

**APPENDIX C**

**EMPLOYEE EVALUATION FORM**

**EMPLOYEE & SUPERVISORY PERFORMANCE APPRAISAL  
(COMPLETE IN INK – PERMANENT RECORD)**

**Date of Evaluation:** \_\_\_\_\_

**Employee Name:**

\_\_\_\_\_

**(last)**

**(first)**

**(middle initial)**

**S.S. #** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

**Period of Employment Covered: From** \_\_\_\_\_ **To:** \_\_\_\_\_

GENERAL FACTORS	CIRCLE APPLICABLE SCORE [DO NOT EVALUATE ITEMS CHECKED]									
1. Attendance		1	2	3	4	5	6	7	8	9
2. Punctuality		1	2	3	4	5	6	7	8	9
3. Safety		1	2	3	4	5	6	7	8	9
4. Cooperation And Teamwork		1	2	3	4	5	6	7	8	9
5. Attitude Toward Work		1	2	3	4	5	6	7	8	9
6. Attitude Toward Supervision		1	2	3	4	5	6	7	8	9
7. Following Policies And Procedures		1	2	3	4	5	6	7	8	9
8. Initiative Working Without Supervision		1	2	3	4	5	6	7	8	9
9. Communication - Internal		1	2	3	4	5	6	7	8	9
10. Communication - External		1	2	3	4	5	6	7	8	9
11. Communication - Written		1	2	3	4	5	6	7	8	9
12. Adaptability to Change		1	2	3	4	5	6	7	8	9
13. Professional Development		1	2	3	4	5	6	7	8	9
14. Dealing With The Public		1	2	3	4	5	6	7	8	9
15. Level of Job/skill & Knowledge		1	2	3	4	5	6	7	8	9
16. Utilizing Job Skill & Knowledge		1	2	3	4	5	6	7	8	9
17. Appearance		1	2	3	4	5	6	7	8	9
18. Care & Use of Facilities & Equipment		1	2	3	4	5	6	7	8	9

GENERAL FACTORS	CIRCLE APPLICABLE SCORE [DO NOT EVALUATE ITEMS CHECKED]									
19. Ability to Plan & Organize		1	2	3	4	5	6	7	8	9
20. Problem Solving		1	2	3	4	5	6	7	8	9
21. Effectiveness under Pressure/stress		1	2	3	4	5	6	7	8	9
22. Decision Making		1	2	3	4	5	6	7	8	9
23. Creativity		1	2	3	4	5	6	7	8	9
24. Meeting Objectives/getting Results		1	2	3	4	5	6	7	8	9
25. Time Management		1	2	3	4	5	6	7	8	9

**TOTAL FACTOR RATING SCORE \_\_\_\_\_**

**REMARKS/SUMMARY OF APPRAISAL**

Describe incidents and events (both positive and negative) which contributed to the ratings given above. Describe any steps that can be taken by the employee to improve performance.

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**RECOMMENDATION**

The appraiser recommends that the evaluated employee receive a merit increase of \_\_\_\_\_ % based on the employee having received total factor rating score of \_\_\_\_\_.

**MERIT INCREASES**

Merit increases are granted based upon the following schedule:

<b>TOTAL FACTOR RATING SCORE</b>	<b>PERCENTAGE SALARY INCREASE</b>
Greater than 1 but not greater than 2	1 %
Greater than 2 but not greater than 3	1.5 %
Greater than 3 but not greater than 4	2 %
Greater than 4 but not greater than 5	2.5 %
Greater than 5 but not greater than 6	3 %
Greater than 6 but not greater than 7	3.5%
Greater than 7 but not greater than 8	4%
Greater than 8	5%

**APPRAISER:**

**DATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EMPLOYEE:**

**DATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EMPLOYEE COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

**APPENDIX D**

**MANUAL OF CROSS CONNECTION CONTROL**

[AVAILABLE AT DISTRICT OFFICE]