

**CODIFIED  
DISTRICT RESOLUTIONS**

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# CODIFIED DISTRICT RESOLUTIONS

## 1.00 GENERAL PROVISIONS

### 1.01 Notice Policy

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

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

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

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

1. The proposed resolution must be introduced in writing and must embrace only one subject and matters properly connected therewith. The subject is to be clearly stated in the title.
2. The proposed resolution may be read by title, or in full, and shall, prior to adoption, be noticed once in a newspaper of general circulation in the City of Cedar Key as an agenda item to be acted upon by the Board at a meeting of the Board. Publication of the entire resolution shall not be required. The agenda item shall provide reasonable notice of the nature of the resolution to be considered.

3. As an alternative to publication in a newspaper, the Board may, after determining that equally or more effective notice would be given by posting rather than publication, post the notice in at least three locations within the City of Cedar Key, with one of the locations being the front entrance to the District office.
  4. Emergency resolutions may be enacted by a two-thirds vote without complying with the above notice requirements.
- C. The provisions of this Section 1.01 shall not apply to proposed resolutions related to the District's operating millage rate or annual budget, which shall be advertised and adopted pursuant to Chapter 200, Florida Statutes.

*[History: Resolution 98-08-10; 2003-01; 2007-02; 2023-3]*

## **1.02 Public Depositor Report**

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

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

## **1.03 Billing**

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

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

## **1.04 Access to Facilities**

- A. That the agents or employees of the District shall have access at all times to all meters and connections (both water and sewer) to the District system, and shall have license to enter upon the premises of the consumer for all reasonable purposes in connection with said service, and to disconnect said service or services for the non-payment of bills when due, or to remove said meter or meters for any default on the part of the consumer.
- B. As a condition of receiving or continuing to receive water or wastewater utilities services from the District, the duly authorized representatives of the District shall be permitted at reasonable times to make necessary inspections of water & sewer facilities on private premises where such inspections are reasonably necessary to insure the compliance with the resolutions of the District relating to such services. If, after written notice delivered to the premises or mailed to the premises and to the owner, if not owner occupied, stating a reasonable time in which such inspections is needed to be made, the reason therefor, and the effect of failure to allow such inspection, the District's duly authorized representatives are then denied access to the premises for such inspection, the District may then discontinue all

utilities services to such premises until such inspection is permitted. No such inspection is to be made without two (2) of the District's employees and/or Commissioners being present on the premises.

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

### **1.05 No Free Service**

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

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

### **1.06 Temporary Service**

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

*[History: Resolution 84-012684]*

### **1.07 Records Management**

- A. **Definitions.** As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

- 1. **"Actual Cost"** means the base hourly salary plus benefits for District employees or the applicable contractual rates for contracted District services.

2. **"Board"** means the Board of Commissioners of the District.
3. **"Confidential"** means those records, or portions thereof, specifically designated as "confidential" by applicable law. The District may not release records designated by law as confidential.
4. **"District"** means Cedar Key Water and Sewer District, an independent special district governmental entity.
5. **"Custodian" or "Public Records Custodian"** means the District Manager or their designee, which is the designated entity responsible for the management of District Public Records.
6. **"Electronic Communications"** means all Public Records, regardless of the technology or means of transmission, sent electronically from one device to another and pertaining to official District business. This includes electronic mail (e-mail), SMS messages (text messages), MMS (including multimedia and picture messages), and social media records (Facebook, Instagram, YouTube, Twitter, Snapchat, Tik Tok etc.).
7. **"Employee"** means all persons who are full-time or part-time employees of the District and shall also include any non-paid volunteers and interns, as well as all members (whether elected or appointed) of any District dependent special district, advisory board, or committee.
8. **"Exempt"** means those records, or portions thereof, specifically designated as "exempt" by applicable law. As exempt records, the District may release such records, in whole or part, in its discretion.
9. **"Extensive Request"** means a Public Records request that due to the nature or volume of the records requested will require in excess of 30 minutes of information technology resources, clerical, legal, or supervisory time.
10. **"Officers"** means a member of the Cedar Key Water and Sewer District Board of Commissioners.
11. **"Public Record"** shall have the definition as specified by §119.011(12), F.S., as may be amended from time to time, which currently states "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." This definition shall be interpreted liberally to include all records prepared in connection with official District business, including Electronic Communications, which are intended to perpetuate, communicate, or formalize knowledge. This definition includes e-mails and text messages created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a District-owned device or a privately owned device.

12. **"Public Records Act"** means Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes.
13. **"Public Records Policy"** or **"Policy"** means this Resolution, as it may be amended from time to time.
14. **"Redact/Redaction"** means the act of censoring all or part of a Public Record to obscure or excise Exempt or Confidential information contained therein, thereby preventing public disclosure of the protected content.
15. **"Special Service Charge"** means a charge for Extensive Requests to be calculated as the Actual Cost based on the time and effort incurred in fulfilling the request for the lowest cost employee or contractor who is able to fulfill the request.

**B. Purpose, Scope and Applicability.**

1. It is the purpose of this Policy to ensure that the Public Records of the District are effectively retained, managed, and disposed in a manner consistent with Florida law embodied in the Public Records Act, Section 257.36, Florida Statutes (records disposition), Chapters 1B-24 and 1B-26, Florida Administrative Code (disposal of records and electronic record-keeping), the Florida General Records Schedules (GS1-SL) established by the Florida Department of State, and other applicable laws.
2. It is the policy of the District to comply with the Public Records Act by making the District's Public Records available for inspection at reasonable times and under reasonable circumstances and, upon request, provide copies of such records at costs authorized by Florida Statutes and this Policy. Furthermore, all District Officers and Employees have a duty to preserve and retain all Public Records, including Electronic Communications, in compliance with Florida law.
3. This Public Records Policy shall apply to all Officers and Employees when acting in furtherance of official District business and to all departments of the District.

**C. Custodian.**

1. While Public Records requests may be submitted to any District Officer or Employee, for the most expeditious processing, the District recommends that Public Records requests be submitted directly to the Public Records Custodian.
2. Persons wishing to submit a Public Records request may do so via telephone, email, U.S. mail, or in person. Mailed and in person Public Records requests may be submitted to and/or made at the following address:

Cedar Key Water and Sewer District, Florida  
Attn: Custodian of Records  
510 3rd St, Cedar Key, FL 32625

3. The District shall prominently post the contact information, including the name, address, phone number, email address, and fax number (if applicable) for the Public Records Custodian in those areas where the public can request records in the District's primary administrative building, the courthouse, each District department with public access, and on the District's website.

**D. Public Records Requests.**

1. Members of the public shall not be required to submit Public Records requests in writing or upon any preprinted form. A request may be submitted in any format including written, orally, or via electronic communication including telephone, e-mail, or fax. The requestor does not have to show any special or legitimate interest in the record requested. The request may be made anonymously. Employees must honor a Public Records request in any format and/or means of submittal. However, the District *encourages* requestors to submit written requests, thereby providing documentation of their request should any dispute arise.
2. The Custodian shall serve as a centralized coordinator of all requests for District records.
  - a. Upon receipt of a Public Records request, the Officer or Employee to whom such request was made shall promptly forward the request to the Custodian for processing in accordance with this Policy. Within three (3) business days of receipt of the request, the Custodian shall provide an acknowledgment of its receipt to the requestor. The acknowledgment shall indicate the date and time of the request, the documents requested, an initial estimated processing time, an initial estimated cost and the required deposit, if any.
  - b. In the event the individual or entity requesting access to Public Records is involved in active or threatened litigation or is representing such persons, or in the event the subject matter of the request involves active or threatened litigation, such request shall be shared with to the District Attorney's Office.
  - c. Upon notification of a Public Records request, all Officers and Employees shall promptly provide all relevant information related to the request to the Custodian. The Custodian shall process the request in accordance with the policies and procedures established herein.
  - d. The Custodian shall keep a log of all Public Records requests. All Public Records shall be tracked in a manner that identifies the specific Public Records requested and a telephone number or other means of communication with that person to advise when the documents requested are ready for pick up or available for review. Such written records are to ensure that persons requesting documents obtain the requested records.
3. In processing a Public Records request, all potentially responsive records that are known or suspected to contain Exempt or Confidential content shall be reviewed by



a properly trained employee.

- a. Any public record containing information that is a "Confidential" under applicable law shall not be made available for inspection or copying unless and until the Confidential portions of such record are sufficiently Redacted to prevent disclosure.
  - b. At the discretion of the District, Public Records containing information that is "Exempt" from disclosure under applicable law may be Redacted to remove any such Exempt information prior to the records being made available for inspection or copying.
  - c. If a Public Record is Exempt or Confidential pursuant to applicable law, the basis for the refusal to release should be provided in writing. If only a portion of the Public Record is exempt, only that portion can be Redacted, but the remaining record must be provided for examination. All exemptions of a Public Record or portions of a Public Record must be specifically authorized by law.
  - d. At the request of the Custodian, the District Attorney's Office shall assist with the evaluation of potentially exempt or confidential information contained in Public Records.
4. It is the goal of the District to fulfill Public Records requests within seven (7) business days, provided that it is not an Extensive Request, that the requested records are readily accessible, and absent of Exempt or Confidential information. Extensive Requests, requests spanning multiple District departments, or requests for records requiring Redaction of statutorily Exempt or Confidential information may result in longer response times. When these or other circumstances arise requiring a longer response time, the Custodian will contact the requestor to inform them of a revised estimated processing time.
  5. Upon receipt of a Public Records request, the Custodian cannot refuse a request because the request is over broad, but can request clarification from the person requesting records. For an Extensive Request the District will charge, in addition to the cost of duplication, a Special Service Charge in accordance with Section 8 of this Policy.
  6. The District is required to produce Public Records in a timely manner; however, the District is not required to conduct research or extract data to create documents. Additionally, the Custodian and other District Employees and Officers are not required to answer questions or create or reformat Public Records in a particular form if the Public Records are not already available in that format or form. If Public Records are available in more than one format, the requestor may choose which format/medium to receive; however, staff are not required to convert records into a new medium or format. Furthermore, staff shall not convert records from one format to another with the intent of frustrating or inconveniencing the requestor, or hindering the requestor's ability to easily and conveniently utilize the records or

data.

7. The District shall not accept any "standing request" for Public Records that do not yet exist, or for records that may be created or received by the District at some future date. The District is only obligated to respond to requests by providing records that exist at the time a Public Records request is submitted.
8. Although it is not required, persons making Public Records request are encouraged to provide as much detail and specificity in each request so as to positively identify the records sought. Specifically, it is helpful for the requestor to:
  - a. Provide a date range;
  - b. Provide the name(s) of the specific employees, individuals, District departments, and/or business entities pertaining to your inquiry;
  - c. Provide a list of relevant keywords or search parameters;
  - d. If the request pertains to e-mail, provide the relevant e-mail address(es) and/or domain name(s), if known; and
  - e. If the request pertains to property, provide the address, parcel number, or owner's name, if known.

Providing such detail assists District Employees in narrowing the scope of the request to encompass only those records sought, which can reduce the staff time required to process the request as well as the fees charged to the requestor.

9. The Custodian must keep Public Records secure, reasonably protected from alteration or destruction, and readily available. In that, the Custodian must ensure that original Public Records are not defaced, removed or altered in any fashion. The Custodian must allow Public Records to be inspected and examined by any person desiring to do so, at any reasonable time. Inspection can be done under reasonable conditions, but the Custodian may not impose a condition of inspection which operates to restrict the right of access. When a person desires to review original Public Records, it is necessary that an Employee be present to ensure the integrity of the Public Records is maintained. As such, the District will impose a Special Service Charge for staff time that is in excess of 30 minutes needed to oversee a person's review of original Public Records in the manner provided in Section 8 of this Policy.

#### **E. Records Retention.**

1. Public Records must be retained in accordance with Florida law. Records may not be disposed until the longest applicable retention period has been satisfied, per the published retention schedules. The State of Florida, Department of State, Division of Library & Information Services (DLIS), has developed a set of records retention schedules containing individual record series defining various Public Records and establishing minimum retention requirements. Such retention schedules are primarily

based on the type of record rather than the format in which it is in (i.e. paper document or electronic file).

- a. All District Officers and Employees must adhere to these schedules and shall keep records in compliance with the longest retention period imposed therein.
  - b. To the extent District Officer and Employees have questions concerning the application of the retention schedules to a particular District record, they should consult with the District Attorney.
  - c. Upon leaving District service, all District Officers and Employees shall transfer all Public Records in their possession to the Custodian or their successor in function, as applicable.
2. All Electronic Communications that are Public Records must be retained in accordance with Florida law.
- a. Should any Officer or Employee receive e-mail communications that are Public Records to their private/personal e-mail account, it is the duty of the Officer or Employee to preserve and retain all communications meeting the definition of a Public Record and to promptly transfer those records to the custody of the District, either by forwarding the communication to the individual's District e-mail account or providing same directly to the Custodian with instructions that the records be preserved in accordance with this Policy.
  - b. Should any Officer or Employee receive messaging communications (e.g. SMS messages, text messages, instant messages, social media direct messages, etc.) that are Public Records to their private/personal mobile device, it is the duty of the Officer or Employee to preserve and retain all communications meeting the definition of a Public Record and to promptly transfer those records to the custody of the District, either by forwarding the communication to the individual's District e-mail account or providing same directly to the Custodian with instructions that the records be preserved in accordance with this Policy.
3. If the District establishes and maintains social media pages, the District shall acquire, implement, and maintain a retention system to collect and store all content posted to District-owned or maintained social media accounts. All District departments who manage a District-sponsored social media account shall enroll such accounts into the retention system. All District Officers who maintain an official social media account for their office shall enroll such accounts into the retention system.
4. To the greatest extent practicable, Public Records shall be kept and maintained in a District owned or operated facility. In addition, employees shall not store Public Records on equipment or devices not owned, leased, or controlled by the District. Any Public Records stored on non-District equipment or on non-District premises shall be promptly returned to the custody of the District.

**F. Public Record Disposal.**

1. No Public Record that is the subject of an active Public Records request or which pertain to active, pending, threatened, or anticipated litigation shall be disposed without the written consent of the District Attorney. Upon the conclusion of litigation, the District Attorney, or his/her designee, shall inform the parties to lift the legal hold placed upon the records.
2. All other Public Records may be disposed upon the expiration of the longest applicable retention period. When disposal is conducted, all Public Records containing Exempt or Confidential information shall be disposed using a means of destruction authorized by the Florida Administrative Code.
3. All procedures for the destruction of public records promulgated by the Florida Department of State shall be complied with prior to the destruction of any Public Records. Departments shall notify the Custodian upon the destruction of any Public Records in the custody of the District.
4. In accordance with Chapter 257, Florida Statutes, the Custodian shall complete and return the annual statement to the Florida Department of State summarizing the records disposed during the year.

**G. Fees.**

1. The District shall assess the following fees for Public Records requests in accordance with section 119.07(4), Florida Statutes, as it may be amended from time to time:

\$0.15 per page for single page copies (8.5" x 11" and 8.5" x 14")

\$0.20 per page for double sided copies (8.5" x 11" and 8.5" x 14")

\$0.20 per page for single page copies (11" x 17")

\$0.25 per page for double sided copies (11" x 17")

\$5.00 per page for larger documents (building plans, maps etc.)

\$1.00 per page for certified copies of public records

\$1.00 per CD/DVD

\$5.00 per USB Flash Drive

Special Service Charge for Extensive Requests

For other documents not specifically addressed, the actual cost of duplication, materials, and postage shall be charged

2. Eligible records in District custody may be certified upon request by affixing the District Seal and the signature of the Custodian or his/her designee. The Custodian will assess the fee noted above for certification of records.
3. In the event a requestor (or multiple requestors working in concert) attempts to submit multiple requests related to the same or similar subject matter over a period of time in an attempt to avoid paying fees, the District may aggregate the time it expends on each subsequent request in order to calculate the appropriate fee and to determine whether the request qualifies as an Extensive Request for payment of a Special Service Charge.
4. For requests where a fee or Special Service Charge is assessed, the Custodian shall transmit a cost estimate to the requestor and in the event the cost estimate exceeds \$50, the requestor must pay a deposit in the amount of 50% of the total estimate prior to the District initiating any work relative to the request. In such cases, the responsive records shall not be provided to the requestor until all outstanding assessments have been paid in full. If the requestor proves that the deposit requirement is a hardship, the Custodian is authorized to discuss and approve alternative terms.
5. Should the District attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the District shall deem the request as "abandoned" after a period of seven (7) calendar days and the log shall reflect the abandonment. In cases where holidays or other closures of the District's administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

#### **H. Requests to Redact Personal Information.**

1. Certain current and/or former public employees, victims of certain crimes or domestic abuse, and other persons identified by Florida law are entitled to protection of certain personal information per Florida law.
2. Persons qualifying for such exemption shall file a written request with the Custodian requesting such protection, on a form prescribed by the Custodian for such purpose. When required by statute, the form shall require a statement from the requesting party that they have made reasonable efforts to protect their personal information from being accessible by the public through other sources. The requesting party shall provide to the District the address of all residences and home telephone numbers to be exempted from disclosure.
3. Any request for redaction filed with the Custodian shall expire after 5 years, or upon any event that triggers a loss of entitlement to such protection. As a courtesy to those

whose redaction request expires, if an e-mail address has been provided to the Custodian, the Custodian shall attempt to notify the registrant within 90 days of expiration. The Custodian shall not be required to contact registrants via telephone or postal mail.

4. The Custodian is authorized to utilize the data and records of any District constitutional officer or other public agency for purposes of administering requests for redaction.

## **I. Miscellaneous Provisions.**

1. The Custodian shall be responsible for the preparation of any forms necessary for the implementation of this policy. It shall be his/her responsibility to administer this Policy and to recommend any amendments that may, from time to time, be appropriate.
2. This Policy does not create a private cause of action, a new duty of care, or a basis of liability, and third parties may not recover damages or seek enforcement action against the District, an officer, or an employee for a violation of this Policy.

*[History: Resolution 2002-01, Resolution 2023-1]*

## **1.08 Purchasing**

### **A. Purpose.**

The purpose of this Purchasing Policy (“Policy”) is to maximize the value of Cedar Key Water and Sewer District (“District”) funds in the procurement of Goods and Services; to maximize competition for all Procurements; to provide safeguards for maintaining a Procurement system of quality and integrity; to establish procedures for entering into binding Contracts and the management of those Contracts; and to provide for fair and equitable treatment of all persons involved in public Procurement. This Policy governs all of the Purchases made by the District.

### **B. Definitions.**

For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., Contracts, Purchase Orders, etc.), the following terms, phrases, words and their derivations shall have the meaning given herein, unless otherwise specifically defined in any particular document:

1. **“Addendum.”** A written document used to modify the terms of a Solicitation, for example, an Invitation to Bid, Request for Proposals, or Request for Qualifications.
2. **“Agreement.”** A contract between two or more competent parties to perform a specific act or acts, or for the procurement or disposal of goods and/or services (this term is also known as a “contract”).
3. **“Board.”** The District Board of Commissioners.

4. **“Brand Name” or “Equivalent Specification.”** A specification limited to one or more items by manufacturers’ names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the District requirements and which provide for the submission of equivalent products.
5. **“Business.”** Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of Goods and/or Services.
6. **“Change Order.”** A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or Purchase Order.
7. **“Chair.”** The Director currently serving as Chairman of the Board.
8. **“Competitive Procurement.”** An open and competitive process for the procurement of Goods and Services pursuant to Tier 4 described below, utilizing a Solicitation.
9. **“Contract.”** An agreement between two or more competent parties to perform a specific act or acts, or for the procurement or disposal of goods and/or services (this term is also known as an “agreement”).
10. **“Contract Amendment or Modification.”** Any written alteration in Specifications, delivery point, rate of delivery, period of performance, price, quality, or other provision of any contract accomplished by mutual action of the parties to the contract.
11. **“District.”** The Cedar Key Water and Sewer District, an independent special district created pursuant to Chapter 63-1569, Laws of Florida, as subsequently amended.
12. **“Cooperative Procurement.”** Competitive Procurement conducted by, or on behalf of, more than one public procurement unit or the use of another federal, state or local government procured contract (this term is also known as “piggybacking”).
13. **“Designee.”** The duly authorized representative of a person holding a superior position.
14. **“Emergency.”** Any occurrence or threat thereof whether natural, manmade, or technological, in war or in peace, which results or may result in substantial injury or harm to the public health, safety, or welfare, or substantial damage to or loss of property, or those situations where the operation of the District would be seriously impaired if immediate action were not taken.
15. **“General Manager.”** The individual or entity selected by the District and responsible for administering the affairs of the District.
16. **“Goods.”** Tangible commodities, supplies, products, or materials that the District

may contract for or purchase for the use and benefit of the District. It is a specific item and it is different from the rendering of time and effort by a provider.

17. **“Goods and Services.”** Collectively refers to Goods and Services, as each of those terms is defined herein.
18. **“Invitation to Bid (ITB).”** A written Solicitation used for Competitive Procurement of Goods and Services when Specifications are available and the selection will be based upon the lowest responsive and responsible bidder.
19. **“Invitation to Negotiate (ITN).”** A written Solicitation used for Competitive Procurement of Goods and Services when Specifications require Vendor input on the scope, schedule, and process for initiating the project. This form of Solicitation is frequently used in areas experiencing constant change in the marketplace and the District wants the opportunity to obtain current, up-to-date Goods and/or Services at the time of contracting.
20. **“Material Mistake.”** Any deviation or variance from the procurement requirements or other mistake that gives one Vendor a substantial advantage over other Vendors in a Competitive Procurement.
21. **“Non-material Mistake.”** Any deviation or variance from the procurement requirements or other mistake that does not affect price, give one Vendor an advantage or benefit not enjoyed by other Vendors and does not adversely affect the interests of the District.
22. **“Payment Bond.”** The approved form of security furnished by the Vendor and its surety that assures payments, as required by law, to all persons supplying Goods or Services for the completion of work under the Contract.
23. **“Performance Bond.”** The approved form of security furnished by the Vendor and its surety as a guaranty that the Vendor will fully perform in accordance with the terms of a Contract.
24. **“Professional Services.”** Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as further defined in the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes.
25. **“Proposal.”** An executed formal document submitted to the District stating the Goods and/or Services offered to satisfy the need as requested in the Solicitation.
26. **“Purchase/Procurement.”** Buying, procuring, renting, leasing, or otherwise acquiring any Goods and/or Services required by the District for public purposes.
27. **“Purchase Order.”** A document generated by the District documenting a written sales agreement between the District and a seller detailing the exact Goods and/or Services to be rendered from a single Vendor.



28. **“Quotation.”** Any oral or written informal offer by a Vendor to the District to furnish specific goods and/or Services at a stated price.
29. **“Request for Proposals (RFP).”** A Solicitation of responses for the supply of Goods and/or Services for which the scope of work, Specifications, or contractual terms and conditions cannot be well defined. The RFP outlines the procurement process and Contract terms and provides guidance on how the response should be formatted and presented. The RFP process requires a technical and management approach and a fee Proposal; however, evaluation of a Proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.
30. **“Request for Qualifications (RFQ).”** A Solicitation of responses for Services or Construction Services where the Specifications of required Services are broad and specialized in nature, such as attorney, auditor, CPA, etc. The RFQ outlines the procurement process and Contract terms and provides guidance on how the response should be formatted and presented. RFQs focus on the qualifications of the potential providers, rather than price. Primary qualifications include experience of key staff, relevant past experience of the company and client references.
31. **“Responsible Vendor.”** A Vendor submitting a response who has the capability in all respects to perform fully the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.
32. **“Responsive Vendor.”** A Vendor submitting a response that substantially conforms with all material respects to the requirements and criteria set forth in the Competitive Procurement.
33. **“Services.”** The furnishing of labor, time, or effort by a Vendor, not involving the delivery of a specific end product other than that which is not defined as supplies, and which is merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
34. **“Single Source.”** Goods that can be procured from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing Equipment or materials) there is only one economically feasible source for the purchase.
35. **“Sole Source.”** Goods that can be legally procured from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a Sole Source procurement if there is more than one potential Vendor for that item. Use of Brand Names and model numbers does not constitute a Sole Source.
36. **“Solicitation.”** A procurement instrument such as an ITB, RFP, or RFQ soliciting

the Goods and/or Services of a Vendor for a Competitive Procurement.

- 37. **“Specifications.”** A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.
- 38. **“Splitting.”** The illegal act of splitting two or more purchases to the same Vendor within a specific period of time in order to acquire Goods or Services over the limitations and requirements set forth herein.
- 39. **“Vendor.”** Any business that will be or has been awarded a Contract by the District.

**C. General Procedures.**

The method of procurement and authority responsible for authorizing procurement is based upon the estimated cost of the purchase. Generally, all purchases for Goods and Services estimated to cost twenty five thousand dollars (\$25,000.00) or more shall be purchased via Competitive Procurement. The District may waive any provisions of this Policy when the Board of Directors deems doing so to be in the best interest of the District.

**1. Procurement Methods and Approval Authority.**

- a. Unless otherwise authorized in this Policy, the following thresholds and procedures are hereby established to govern the Procurement of Goods and Services, and the authority for approving Purchases within the established thresholds is hereby delegated as set forth in the chart below.

<b>PROCUREMENT THRESHOLDS</b>			
<b>TIERS</b>	<b>PROCUREMENT REQUIREMENTS</b>	<b>THRESHOLD AMOUNTS</b>	<b>SIGNATURE AUTHORITY</b>
Tier 1	Petty Cash	Not to exceed \$250.00	General Manager
Tier 2	Verbal Quotes	\$250.01 to \$2,500.00	General Manager
Tier 3	Written Quotes	\$2,500.01 to \$25,000.00	General Manager
Tier 4	Competitive Sealed Bids/Proposals	\$25,000.01 and up	Chairman

- b. The calculation of the threshold amount is based on the total cost for the original period of the award. The cost for optional renewals or extensions is not included when calculating the threshold amount.
- c. If a Contract Amendment or a Change Order results in a threshold amount that falls within a higher tier, the approval authority for the higher tier must approve that Contract Amendment or Change Order.

- d. Splitting purchases to avoid obtaining written quotations or Competitive Procurement is prohibited. Purchase orders or Contracts that are split to circumvent the requirements of this Policy are considered unauthorized Purchases and are prohibited. Any Purchase Order or Contract made contrary to the provisions herein through Splitting is an ultra vires act, shall not be approved, and the District shall not be bound thereby.
- e. All Competitive Procurements are to be prepared by the General Manager or his or her designee in conjunction with the District and the District Attorney, who will provide input on the scope of the Goods and/or Services needed, the legal ads, dates, opening, and other pertinent information as may be required.
- f. Except as herein provided, it is a violation of this Policy for any officer, employee, or agent of the District to order the purchase of any Goods or Services or to make any Contract within the purview of this Policy other than through the guidelines established in this Policy. Any Purchase Order or Contract made contrary to the provisions herein is an ultra vires act, shall not be approved, and the District shall not be bound thereby.

## **2. Procurement Tiers**

- a. Tier 1: Petty Cash (not to exceed \$250.00). Goods and Services with an estimated cost within the thresholds authorized in Section 3.1 for Tier 1 shall be procured through petty cash. Purchases at this level do not require quotes of any kind, except when deemed advisable by the District or other such other person as designated by the District.
- b. Tier 2: Verbal Quotes (not to exceed \$2,500.00).
  - i. Commodities, equipment, and services with an estimated cost within the thresholds authorized in section 3-1.A for tier 2 shall be procured by competitive, verbal quotes. Purchases at this level do not require written quotes, except when deemed advisable by the District. Additionally, if there is an ongoing need for certain commodities, equipment, or services on a fairly regular basis that would otherwise qualify as a tier 2 purchase if viewed in isolation, then competitive procurement is required if \$20,000.01 or more will be spent within a single fiscal year.
  - ii. At least two quotations must be obtained for each purchase, which must then be approved by the department director. In those instances where the securing of two quotations is not practicable, the District employee responsible for the purchase shall provide written justification of such. The District employee soliciting the quotes shall clearly document the commodities, equipment, or services requested on a consistent basis from each vendor to assure a like-to-like

comparison and shall document the date, vendor, and quotation received for the purchasing file. Quotes may also be obtained from reputable internet vendors. All vendors providing verbal quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the District for future ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment will be issued a purchase order or awarded the contract.

- iii. Employees who are authorized cardholders in the District's purchasing card program, are strongly encouraged to use the purchasing card whenever possible to reduce administrative time and costs. Misuse of purchasing cards is subject to personal liability and disciplinary action up to and including termination of the District employee, as determined by the General Manager. Purchases in this tier must be authorized by the General Manager.

**3. Tier 3: Written Quotations (not to exceed \$25,000.00).**

- a. Commodities, equipment, and services with an estimated cost within the thresholds for tier 3 in section 3-1.A shall be procured by competitive, written quotations.
- b. At least three written quotations must be obtained for each purchase. In those instances where the securing of three quotations is not practicable, the District employee conducting the purchase shall provide written justification of such. The District employee soliciting the quotes shall prepare a written quotation solicitation form that clearly documents the commodities, equipment, or services requested and when needed, contact information, the due date for the quotation, any vendor requirements, and other relevant transactional terms. The requested commodities, equipment, or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. This written quotation solicitation form shall be emailed, mailed, or otherwise transmitted to at least three vendors who have the required expertise and capability to perform the work or supply the commodities or equipment. Additionally, all written quotation solicitations shall be posted on the District website for a minimum of seven days so that interested vendors may submit.
- c. Quotes must be on company letterhead, a District approved quote form, or in a similar format with a date and signature of an authorized representative of the vendor.
- d. All vendors providing written quotes must have the required expertise and

capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the District for future ease of delivery, mobilization, or customer support after a purchase. The award will be made to the lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment.

- e. The General Manager shall review the written quotations and may require additional quotations prior to award to ensure the District is receiving a fair and competitive price for the services, commodities, or equipment. The General Manager shall approve all final awards. Upon award approval, the District employee will generate a disbursement request and send to the General Manager for final review and approval. The General Manager will be responsible for obtaining appropriate signatures and will send the disbursement request to the appropriate District employee for payment processing.
4. Tier 4: Competitive Procurements (greater than \$25,000.00). Goods and Services with an estimated cost greater than twenty five thousand dollars (\$25,000.00) must comply with the Competitive Procurement provisions of Section 4 of this Procurement Policy and be approved by the District. The District, at its option, may also elect to utilize the Competitive Procurement provisions for any procurement equal to or less than \$25,000.00, as determined by vote of the District.

#### **D. Budget Authority**

1. It is the responsibility of each person purchasing Goods and Services to ensure sufficient and proper funding is available prior to obligation and/or expenditure. No District officer, employee, or agent, except in cases of Emergency as defined in this Policy, or as provided by Chapter 252, Florida Statutes, shall issue any order for delivery on a Contract or open market Procurement until there is a sufficient unencumbered appropriation balance in excess of all unpaid obligations to defray the amount of such order and the order is for a budgeted Good or Service.
2. After determination of availability of funds, a Purchase Order may be approved by the General Manager, Chair, or such other authorized person responsible for the budget line item under which the purchase is to be made, after receipt of the duly authorized Purchase Order or Contract and all procurement requirements as set forth in this Policy have been met or waived.
3. The District shall review and approve an annual budget of the District. Upon approval of the budget, subsequent Procurements that follow the guidelines set forth in this Policy are considered to be authorized by the District and the custodian of District funds is authorized to process payment for such Goods and Services with the appropriate approval authority as outlined in Section 3.1 above.

## **E. Contracts and Purchase Orders**

1. All Procurements will be formalized by entering into either a Contract with the successful Vendor or issuing a Purchase Order to the successful Vendor in accordance with the District's policies and procedures.
2. For Competitive Procurements, award and approval of Contract(s) with the awarded Vendor(s) may be brought to the District at the same time and approved with a single majority vote of the Board who are present and eligible to vote.
3. Contracts and Purchase Orders must be approved and executed by the entity with approval authority as provided in Section 3.1.
4. Change Orders or Contract Amendments to existing Contracts and Purchase Orders must be approved and executed by the entity originally approving the Purchase Order or Contract as provided in Section 3.1. Should a Change Order or Contract Amendment increase the total dollar amount such that the approval levels changes as provided in Section 3.1, then the Change Order or Contract Amendment will be required to be approved by the appropriate approval authority. For Tier 4 purchases, in the event unforeseen circumstances necessitate the issuance of an immediate change order or Contract Amendment to avoid seriously impairing a work in progress, which delay would threaten the public health, safety, or welfare, or would result in monetary penalties to the District, the General Manager is authorized to approve the Change Order or Contract Amendment and subsequently bring it to the District for ratification at the next regularly scheduled District meeting. Change Orders and Contract Amendments shall not be used to avoid any procedure set forth herein.

## **F. Receiving and Inspection**

1. Immediately upon receipt of any Goods and/or Services, the General Manager or such other person designated by the District shall inspect such Goods and/or Services to ensure that they meet the Specifications as set forth in the Contract. The General Manager or designated person should inspect for proper quantities, proper quality, prompt delivery, and any damage. The General Manager or designated person should have available a copy of the Contract for verification purposes and should immediately document and report to the Vendor any deviations from the Contract.
2. Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the Vendor as soon as possible to resolve the issue.

## **G. Payment of Invoice**

1. All payment requests shall be made on authorized forms, be accompanied by the original documentation, have proper signatures based on Purchase conditions and threshold amount, and shall be date and time stamped when turned in. All payments

to Vendors shall be in accordance with the “Prompt Payment Act”, Chapter 218 Part VII, Florida Statutes, which governs payment for Goods and Services by government agencies. It is imperative that all invoices are paid as promptly as possible.

2. All requests for payments for a new Vendor will require obtaining a W-9 form from the Vendor before the payment will be processed. The Chair in conjunction with the General Manager, Treasurer, or such other person as designated by the District will provide instruction as needed on policies and procedures for processing payment requests.
3. To the extent that the District has obtained a tax exempt certificate and number from the Florida Department of Revenue, all direct purchases shall be made utilizing the District’s tax exempt certificate and number to exercise such tax-free benefit.

## **H. Exemptions**

1. The requirements for Competitive Procurement or written quotations are waived for the following Purchases unless the District determines that Competitive Procurement or written quotations are warranted for a specific Purchase:
  - a. All books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are Purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the State, a governmental agency, or a recognized educational institute;
  - b. Heavy equipment repairs;
  - c. District Purchasing (ref: Section 3.10);
  - d. All Purchases of used equipment having a value of \$20,000.00 or less; however, each such purchase shall be supported by one independent estimate of value;
  - e. The Purchase, lease, or rental of real property, except to the extent required by State or Federal law;
  - f. Real estate brokering, appraisals, abstracts of titles for real property and title insurance;
  - g. Sole Source Purchases (ref: Section 3.8);
  - h. Public utility Services whose rates are determined and controlled by the Public Service Commission or other governmental authority, including but not limited to electricity, water, sewer, telephone, cable television, and internet services;
  - i. Expert witnesses and court reporter services;
  - j. Dues and memberships in trade or professional organizations;
  - k. Fees and costs of job-related seminars and training;
  - l. Approved travel expenses;
  - m. Statutorily dictated procurements;
  - n. Advertisements; Postage;
  - o. Emergency Procurements (ref. Section 3.11);
  - p. Repairs to District tangible personal property, vehicles, equipment, and buildings covered by insurance;

- q. Technical and/or unique consultant functions performed by Vendors whose business is the rendering of Services, including, but not limited to, accountants, attorneys, auditors, medicine and the medical arts, management and systems consultants, research, the arts and other professionals as designated by the District. This does not include Professional Services subject to the Consultants' Competitive Negotiation Act.
  - r. Food and beverage products.
- 2. At the discretion of the Board, the requirement for Competitive Procurement may be waived for the purchase of:
    - a. Single Source Purchases (ref. Section 3.9).
    - b. Other Goods and/or Services, as determined by the Board.

**I. Sole Source**

- 1. The term "Sole Source" means that the Goods or Services can be legally and reasonably purchased from only one source, usually due to the Sole Source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a Sole Source Purchase if there is more than one potential Vendor for that item. Use of Brand Names and model numbers does not constitute a Sole Source.
- 2. A Contract may be awarded, except as otherwise provided under state law, for certain Goods or Services without competition when the General Manager, or such other person as designated by the District, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required Goods or Services. The item will be placed on the agenda for Board approval and certification that the Vendor has been determined to be a Sole Source.
- 3. The District shall be authorized, after initial Sole Source certification, to make additional purchases for a Sole Source Vendor for not less than one year or until such time as contrary evidence is presented regarding Sole Source eligibility, whichever period is less.

**J. Single Source**

- 1. The term "Single Source" means that certain Goods or Services can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing Equipment or materials), there is only one economically feasible source for the purchase.
- 2. Purchases of Goods and/or Services from a Single Source may be exempted from the Competitive Procurement requirements upon confirmation that: (1) the use is justified based on costs, interchangeability factors, and/or the recommendation of an engineer, architect, or other design professional; and (2) the rationale for Single Source is approved by the General Manager, or such other person as designated by the District. The item will be placed on the agenda for Board approval and certification that the Vendor has been determined to be a Single Source.



3. The District shall be authorized, after initial Single Source certification, to make additional Purchases for a Single Source Vendor for not less than one year or until such time as contrary evidence is presented regarding Single Source eligibility, whichever period is less.

## **K. Cooperative Procurement**

1. The District shall have the authority to purchase from and join with other units of governments in Cooperative Procurement ventures when the best interest of the District would be served thereby. It is standard policy of the District to cooperate with other government agencies in the Purchase of Goods and Services required by the District.
2. The most common form of Cooperative Procurement is Purchasing from Contracts issued by the State of Florida, Federal General Services Administration, and other government pricing for specific Goods and Services.
3. Unless otherwise in conflict with state or federal law, when any other government agency has competitively procured and awarded any Contract for any Goods and/or Services, the District may Purchase such Goods and/or Services from the awarded Vendor at the awarded price if the original Contract Specifications and award allow it. Where the participation in Cooperative Procurement complies with the requirements of this Policy, the District shall be deemed to have complied with the provisions of this Policy. Cooperative Procurements shall be made without additional Competitive Procurement provided that funding has been appropriated and approved by the District.
4. Documentation requirements. The following documentation is the minimum required to use another government entity's awarded Contract for Cooperative Procurement:
  - a. State and Purchasing Alliance Contracts. The District is authorized to Purchase Goods and/or Services for any dollar amount from authorized Vendors listed on the respective state Contracts (state term continuing supply Contracts, State Negotiated Agreement Price Schedules, the Sheriff's Association Statewide Purchasing Contract, or other such Contracts authorized for use by local governments or special districts) of the Florida Department of Management Services, other state agencies and groups. For all Cooperative Procurements utilizing state Contracts, the current state Contract number is required. If the Contract has fixed unit prices, a copy of the Contract is required. If the Contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If the District only seeks some of the items on the Contract, then only the pages with those prices are required.
  - b. Federal GSA Contracts. The District is authorized to Purchase Goods and/or Services for any dollar amount from authorized Vendors listed on the

eligible Federal Supply Schedules issued by the Federal Grant Services Administration. For all Cooperative Procurements utilizing federal GSA Contracts, a copy of the GSA Contract showing the Contract name, number, and Contract term is required. The ordering information pages and the pages with the pricing are also required. If the Contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If the District only seeks some of the items on the GSA Contract, then only the pages with those prices are required.

- c. **Contracts from Other Government Entities.** The District shall have the authority to join with other units of government in Cooperative Procurement ventures when the best interest of the District would be served thereby, and the same is in accordance with State and federal law. The General Manager shall appropriately document such Cooperative Procurement arrangements. All Cooperative Procurements conducted under this section shall be through Contracts awarded through full and open competition. Each Solicitation for the underlying Contract shall clearly state the intention to include participation by other units of government as a requirement for use in Cooperative Procurement. For all Cooperative Procurements from other government entities, the required documentation includes:
  - i. A complete copy of the original Solicitation;
  - ii. A copy of award letter, memo, or agenda item with the minutes of the government entity documenting the award to the Vendor;
  - iii. A complete copy of Vendor's response; and
  - iv. A complete copy of the current Contract with the Vendor and any Contract Amendments thereto.

## **L. Emergency Procurement**

1. Emergencies under this section are defined in Section 2.0 Definitions, or as otherwise provided by applicable law.
2. In the case of an Emergency that requires the immediate purchase of Goods or Services, the Chair, Vice Chair, and General Manager are empowered to secure such Goods or Services without Competitive Procurement. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the District of the Goods or Services.
3. Within five (5) business days following all purchases made under this section, a report shall be prepared by the person who initiated the Procurement. The report must include complete documentation clearly stating justification for exception from normal Purchasing procedures, an itemization of all individual transactions relating to the Emergency Procurement, an itemization of any additional work hours above and beyond the affected employees usual work schedule, and documentation of communication with other governmental entities (FEMA, SERT, etc.) that have taken place. This report must be submitted to the District for ratification.

## **M. Bonds**

1. The General Manager shall determine if a Bid Bond shall be required for any Competitive Procurement. All Contracts for construction or facility improvements governed by 2 CFR §200.326, shall require bid bonds/deposits in accordance therewith for such projects exceeding the Simplified Acquisition Threshold in 2 CFR § 200.88. If required, the Bid Bond will be five percent (5%) of the amount of the bid or Proposal. Unsuccessful Vendors are entitled to full return of their Bid Bond. Upon determination by the District, the successful Vendor shall forfeit this Bid Bond, or a portion thereof, upon failure to enter into a Contract or act on the Purchase Order issued within ten (10) business days of the Notice of Award and presentation of a Contract by the District, whichever occurs later.
2. The General Manager shall determine whether Payment Bonds and Performance Bonds are required. All Contracts for Construction or repairs of public buildings and public works shall require payment and Performance Bonds in accordance with Section 255.05, Florida Statutes. All Contracts for construction or facility improvements governed by 2 CFR §200.326, shall require Bid Bonds in accordance therewith for such projects exceeding the Simplified Acquisition Threshold in 2 CFR § 200.88. Any required Bond(s) shall be noted in the Solicitation documents, if applicable.
  - a. All Contracts that require Payment and Performance Bonds from a surety company shall require approval by the District. Payment and Performance Bonds shall be at least 100% of the Contract price.
  - b. All required Bonds shall be from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of the Contractual obligations and the payment of labor and material expended pursuant to the Contract whenever and in such amounts as is deemed necessary by the District. The District may authorize alternative surety devices, such as Letters of Credit or cash.

### **1.09 Competitive Procurements**

- A. Goods and Services with an estimated cost within the threshold for Tier 4 shall be procured competitively through one of the following methods. It should be noted on all Competitive Procurements that the District retains the right to reject any and all responses for any or no reason and may choose to re-procure at the discretion of the District.
- B. Invitations to Bid (ITB)
  1. The Invitation to Bid should be utilized when the District is capable of establishing precise Specifications or defining, with specificity, a Scope of Services for the Goods and/or Services sought. Through this process, Vendors are able to compete on a cost basis for like Goods or Services.
  2. The ITB shall outline the Scope of Services to be addressed by the Vendors. The

criteria should include, but not be limited to, the following:

- a. Introduction
  - b. Terms and Conditions
  - c. Background
  - d. Scope of Goods and/or Services Required
  - e. Schedule
  - f. Selection Process
  - g. Required Forms
  - h. Proposed Contract
3. In an Invitation to Bid, the District may consider the following factors in addition to price when determining whether a Vendor is responsive and responsible:
- a. Ability, capacity and skill of the Vendor to perform the Contract.
  - b. Whether the Vendor can perform the Contract within the time specified, without delay, interference, or conflict with current workload.
  - c. Character, integrity, reputation, judgment, experience and efficiency of the Vendor.
  - d. Quality of performance of previous Contracts.
  - e. Previous and existing compliance by the Vendor with laws and regulations relating to the Contract.
  - f. Sufficiency of the financial resources and ability of the Vendor to perform the Contract or provide the product or Service.
  - g. Quality, availability and adaptability of the supplies or Services to the particular use required.
  - h. Ability of the Vendor to provide further maintenance and Service for the use of the subject of the Contract.
  - i. Number and scope of conditions attached to the bid or quote.
  - j. Qualifications of personnel, licensing and corporate qualifications.
  - k. Evidence of improper litigation.
  - l. Use of one or more subcontractors with a record of poor performance.
4. In the event that the bid of the lowest Responsive, Responsible Vendor for a construction project exceeds the architectural or engineering cost estimates, the District is authorized, when time or economic considerations preclude re-bidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, Responsive, Responsible Vendor, in order to bring the bid within the amount of available funds.
5. The award will be made by the District to the lowest priced, Responsive, and Responsible Vendor.

C. Requests for Proposals (RFP)

1. The Request for Proposals method of procurement is used when it is not practicable for the District to specifically define the scope of work for which the Goods and/or Services is needed. Instead, the District can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. There may be several methods available to accomplish a task, and the District is

considering all the available options.

2. The RFP shall outline needs and objectives that will make up the Scope of Services to be addressed by the Vendors. The District shall prepare the criteria and development of the RFP which should include, but not be limited to, the following:
  - a. Introduction
  - b. Terms and Conditions
  - c. Background
  - d. Scope of Services Required
  - e. Evaluation Criteria, including price
  - f. Proposal Schedule
  - g. Selection Process
  - h. Required Forms
  - i. Proposed Contract
3. All responses to an RFP that are deemed to meet the basic requirements of the Competitive Procurement and have not been rejected shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the RFP. Vendors may be asked to make presentations for consideration of the Board and/or selection committee.
4. The award will be made to the highest ranked Vendor.

D. Requests for Qualifications (RFQ)

1. The Request for Qualifications method of procurement is used in the recruitment of qualified professional consulting Services, except for Professional Services which shall be procured pursuant to the Consultants' Competitive Negotiation Act as described pursuant to Section 4.5 of this Policy. There may be several providers available to accomplish the work, and the District is considering all the available options.
2. The RFQ shall outline specific needs and objectives that will make up the Scope of Services to be addressed by the Vendors. The criteria should include, but not be limited to, the following:
  - a. Introduction
  - b. Terms and Conditions
  - c. Background
  - d. Scope of Services Required
  - e. Evaluation Criteria
  - f. Proposal Schedule
  - g. Selection Process
  - h. Required Forms
  - i. Proposed Contract
3. Vendors shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the RFQ and presentations may be made for consideration. Vendors may be asked to make

presentations for consideration of the Board and/or selection committee.

4. The award will be made to the highest ranked Vendor.

D. Invitation to Negotiate (ITN)

1. The Invitation to Negotiate should be utilized when the scope of the project is not clearly defined and the District has determined that negotiations may be necessary to receive the best value.
2. The ITN shall outline the general Scope of Services to be addressed by the Vendors. The ITN should include, but not be limited to, the following:
  - a. Introduction
  - b. General Conditions
  - c. Background
  - d. Evaluation Criteria
  - e. Schedule and Selection Process.
3. Vendors shall be ranked by the Board and/or a selection committee established by the Board based upon the evaluation criteria included within the ITN. Vendors may be asked to make presentations for consideration of the Board and/or selection committee.
4. The award will be made to the highest ranked Vendor.

E. Consultants' Competitive Negotiation Act

The provisions and exemptions contained in Section 287.055, Florida Statutes (commonly known as the Consultants' Competitive Negotiation Act, or "CCNA"), shall apply to the District's procurement of ALL Professional Services (professional architecture, engineering, landscape architecture, or registered surveying and mapping services) for projects that exceed certain statutory dollar thresholds. For more information on the Consultants' Competitive Negotiation Act, please refer to sections 287.017 and 287.055, Florida Statutes.

F. Advertisements for Competitive Procurements

1. Adequate public notice of all Competitive Procurements shall be provided as follows:
  - a. Noticing of all Competitive Procurements (unless otherwise provided herein, by general law, or waived by the District) shall be done by publishing an Advertisement once in a newspaper of general circulation in Levy District at least fifteen (15) calendar days prior to the date set for the receipt of Competitive Procurement responses.
  - b. Section 255.0525, Florida Statutes, requires that any construction project that is projected to cost more than two hundred thousand dollars (\$200,000.00) shall be publicly advertised at least once in a newspaper of general

circulation in Levy District at least 21 calendar days prior to the response date and at least five (5) calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than five hundred thousand dollars (\$500,000.00), it must be advertised at least 30 calendar days prior to the response date and at least five (5) calendar days prior to any pre-bid conference.

- c. All procurements for Professional Services must be noticed by publishing an Advertisement once in a newspaper of general circulation at least 30 calendar days prior to the response date.
      - d. The Advertisement shall include a general description of the Goods or Services to be purchased, the location where the Solicitation and Specifications may be obtained, closing date, and the time and place for receipt of and the opening of responses.
  2. When a Solicitation advertised in newspapers, the advertisement shall also be listed on the official District website.
  3. Any Addendum for a Solicitation shall be listed on the official District website.
  4. Upon the advertisement of a Competitive Procurement, the Cone of Silence shall apply during which District officials, employees, and agents will not correspond with Vendors regarding the Procurement. The Cone of Silence shall terminate upon the issuance of the Notice of Award, the rejection of all responses, or the termination of the Competitive Procurement, whichever occurs first. Violation of the Cone of Silence by a Vendor shall disqualify the Vendor from participation in the Competitive Procurement. The Cone of Silence shall not apply to:
    - a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations, or pre-award meetings.
    - b. Communications during Contract negotiations between designated District employees or agents and the intended Vendor.
    - c. Communication with a Vendor by a District employee or agent following response opening to clarify the Vendor's response.
    - d. Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and designated District employees or agents concerning the challenge.
    - e. Purchases exempt from Competitive Procurement pursuant to this Policy.
- G. Responses to Competitive Procurement
  1. Responses to all Competitive Procurements shall be submitted to the District no later than the date and time designated in the instructions. All Competitive Procurement responses shall be opened publicly at the time and place stated in the public notice with at least one (1) witness present.
  2. The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the Competitive Procurement. Responses are not analyzed for quality or substance at the response

opening. A recording of all responses received shall be available for public inspection in accordance with Florida law.

3. The District shall have the authority to reject any and all responses for any reason. The District will not be held responsible for any costs incurred by Vendors in the case of rejection. The District also retains the authority to request additional information and waive or accept minor irregularities and correction of Non-Material Mistakes.
4. A response submitted to the District as part of a Competitive Procurement may not be withdrawn unilaterally by the Vendor. Correction or withdrawal of inadvertently erroneous responses before or after the response opening or cancellation of awards or Contracts based on such mistakes may be permitted when in the best interests of the District and when not in conflict with the basic principles of fair and open competition.
  - a. Mistakes discovered before the response opening may be modified or withdrawn by written notice received by the person or entity designated in the Solicitation prior to the time set for opening.
  - b. After the response opening, corrections of mistakes shall be permitted only to the extent that the Vendor can show by clear and convincing evidence that a Material Mistake of nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the response opening, no changes in prices or other provisions prejudicial to the interests of the District or fair competition shall be permitted. The assigned unit price, when applicable, will be the prevailing decision when an extension price is in error. In place of correction, a low bidder establishing a nonjudgmental Material Mistake of fact may be permitted to withdraw its bid if:
    - i. The response was submitted in good faith;
    - ii. The magnitude of the error made would make enforcement a severe hardship;
    - iii. The miscalculation was not the result of gross negligence;
    - iv. The error was reported immediately to the District; and
    - v. It is not later than twenty-four (24) hours after the response opening, except when the following day is not a business day for the District, in which case a withdrawal may be made until 12:00 PM noon the next business day.
  - c. A written determination of the District Attorney shall support all decisions to permit the correction or withdrawal of responses or to cancel awards or Contracts based on Material Mistakes.

#### H. Award and Negotiation

1. Once the District has determined the successful Vendor as provided for herein, the General Manager shall prepare and post a Notice of Intent to Award the Competitive Procurement.



- a. The Notice of Intent to Award shall be sent by electronic mail to the selected Vendor and all Vendors who submitted responses to the Solicitation within 24 hours of the determination. The Notice of Intent to Award shall also be posted on the District website within 24 hours of the determination.
  - b. Upon the Posting of the Notice of Intent to Award, the time period for a Procurement Challenge, as outlined in Section 4.9 below, shall begin to run.
2. After the challenge period in Section 4.9 has expired, the procurement shall be awarded with reasonable promptness. The Notice of Award shall be sent to the successful Vendor and posted on the District website. After conclusion of Contract negotiations, all Procurements will be formalized by entering into either a Contract with the successful Vendor or issuing a Purchase Order to the successful Vendor, as described below.
  - i. **Contracts (Written Contract).** A written Contract, as described below, is used where a Purchase Order is not adequate to describe all the terms and conditions of the transaction and is required to be executed by both parties. A Purchase Order, as described below, may be used as backup to a Contract and processed as encumbrance of funds. All such written Contracts shall be approved by the District. A Contract refers to a written document, between the supplier, contractor, and/or Vendor and the District. This document establishes the legal working relationship between two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of Goods and Services are to be made, maintenance terms, guaranties, etc. The Contract establishes in advance the ground rules of the terms and conditions.
  - ii. **Purchase Order.** A Purchase Order is the District's official legal document between the District and Vendor, issued separately or in conjunction with a Contract. A Purchase Order is used to authorize a Vendor to proceed with the purchase of Goods and/or Services as specified and obligates the District for payment. The Purchase Order is used in support of other Contracts or by itself to establish legal financial obligations. A Purchase Order may result from price research, informal quotations, Sole Source or competitive negotiations, or formal Solicitation. A Purchase Order shall be issued upon receipt of an acceptable, authorized requisition, after having justification, competitive quotes, and bids or per the Purchasing Policy limits and after confirming the availability of funding. A Purchase Order is issued only after a requisition has been completed and approved. The Purchase Order must be written so that all the pertinent information is clear, concise, and complete, therefore preventing any unnecessary misunderstandings with the Vendor.
  - iii. **Change Order or Contract Amendment.** A Change Order or Contract Amendment is processed whenever a change to the original Agreement is necessary. Change Orders or Contract Amendments are completed for modifications to scope, descriptions, unit cost, quantities, completion times

etc. Change Orders and Contract Amendments shall ordinarily be approved by the applicable person having signature authority as designated in Section 3.1 hereof. However, should the Change Order or Contract Amendment increase the total dollar amount then the Change Order or Contract Amendment will be required to be approved by the District. Change Orders and Contract Amendments shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures. The Change Order and Contract Amendment must be clearly and concisely defined as to the modifications and justification why the change is being requested.

3. Upon approval of the selection, the Chair, General Manager, or such other person as the District may designate will negotiate a Contract with the top ranked Vendor, with the assistance of the District Attorney, if requested. Should the General Manager or other designee be unable to negotiate a satisfactory Contract with the top ranked Vendor within a reasonable time, negotiations with that Vendor shall be formally terminated by letter to the Vendor. The General Manager or other designee shall then undertake negotiations with the second ranked Vendor, if any. Failing to satisfactorily negotiate with the second most qualified Vendor, the General Manager or other designee shall terminate negotiations by letter to the Vendor. The General Manager or other designee shall then undertake negotiations with the third ranked Vendor, if any. Should the General Manager or other designee be unable to negotiate a satisfactory Contract with any of the selected Vendor, the General Manager or other designee shall, with the approval of the District, select additional Vendors from the original shortlist to continue negotiations or re-procure. Once a satisfactory Contract has been reached, the Contract shall be presented for to the District approval and execution.

#### I. Procurement Challenge

1. Any Notice of Intent to Award a Competitive Procurement may be challenged by a Vendor with a substantial interest, as defined below, on the grounds of material irregularities in the Procurement procedure or material irregularities in the evaluation of the responses. To initiate a challenge, the Vendor must file a Notice of Intent to Challenge the Procurement in writing with the District within 72 hours of Posting of the Notice of Intent to Award in accordance with Section 4.8 above. A formal written Procurement Challenge must then be filed with the District within 5 business days of Posting of the Notice of Intent to Award. Failure to file a timely Notice of Intent to Challenge or failure to file a timely formal written Procurement Challenge shall constitute a waiver of the Vendor's right to challenge the Competitive Procurement and award.
  - a. Only prospective Vendors with a "substantial interest" that has been adversely affected by the District's intended award may protest the selection by complying with the requirements set forth herein. A prospective Vendor has a "substantial interest" if the Vendor would have been awarded the Contract but for the alleged mistake or irregularity described in the protest. If the District determines that a Vendor does not have a "substantial interest," that Vendor is precluded from bringing a protest pursuant to this section.

- b. A prospective Vendor objecting to terms, conditions, Specifications, procedures, selection criteria, or other matters set forth in the Solicitation must make such objections in writing during the period of time set forth for questions and answers in the Solicitation documents. A prospective Vendor who has not raised such objections in writing during the question and answer time may not use the Procurement Challenge process to object to these matters after a Notice of Intent to Award has been posted.
2. The Notice of Intent to Challenge shall contain at a minimum:
  - a. the name of the Vendor,
  - b. the Vendor's address,
  - c. the Vendor's e-mail address,
  - d. the Vendor's fax number and phone number,
  - e. the name of the Vendor's representative to whom notices may be sent,
  - f. the name and Procurement number of the Solicitation, and
  - g. a brief factual summary of the basis of the intended challenge.
3. The formal written Procurement Challenge shall contain at a minimum:
  - a. Identify the Vendor and the Solicitation involved,
  - b. Include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities which the Vendor deems applicable to such grounds, and specifically request the relief to which the Vendor deems itself entitled by application of such authorities to such grounds.
  - c. Any other information that the Vendor deems to be material to the protest; and
  - d. A Procurement Challenge bond in the form of a certified check, cashier's check, or money order made payable to District in an amount equal to five (5) percent of the Vendor's bid or one thousand dollars (\$1,000.00), whichever is less, provided, however, if no value is attached then the bond will be \$1,000.00. The entire amount of the bond is forfeited if the District determines that the challenge was without merit, was filed to cause harm or delay, or was filed for some other improper purpose.
  - e. The challenging Vendor shall mail a copy of its Notice of Intent to Challenge and the formal written Procurement Challenge to the successful Vendor.
4. Upon receipt of a timely filed and complete formal written Procurement Challenge, the General Manager shall stay Award of the Competitive Procurement until the challenge is resolved unless the General Manager determines in writing that compelling circumstances exist which require that the Award be processed without further delay in order to protect the District's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety, or welfare.
5. After receipt of the timely filed and complete written Procurement Challenge, the General Manager, at his or her discretion, may meet with the challenging Vendor to discuss the allegations and to attempt to resolve the matter. The General Manager shall issue his or her decision on the challenge within fourteen (14) business days of

the meeting, or if no meeting is requested, within fourteen (14) business days of receipt of the timely filed and complete written Procurement Challenge. Such decision shall be e-mailed or sent by facsimile to the challenging Vendor on the date of issuance.

6. The challenging Vendor may appeal the decision of the General Manager to the District by filing a written appeal with the General Manager's office within three (3) business days of issuance of the General Manager's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the General Manager, as well as the relief sought. The District shall overturn the selection if the challenging Vendor proves by competent, substantial evidence that the selection did not comply in material respects with the requirements contained in the Solicitation documents, with this Purchasing Policy, or with applicable law.
7. Failure by a Vendor to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the Vendor's challenge and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.
8. Nothing herein relinquishes the District's rights to waive irregularities and formalities in accordance with its Solicitation documents and instructions. Further, nothing herein shall create any rights in the unsuccessful Vendor. All decisions of the District are final.

## **1.10 Grant Purchases and Requirements**

### **A. Grants Generally**

1. Expenditures involving funds other than from the District general fund may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain Purchasing requirements that are different or additional to this Purchasing Policy, and they require special purchasing procedures. The District shall adhere to all special or additional rules and requirements applicable to grant funds, including any requirements pertaining to the applicable method of Procurement. In the event of a conflict between the provisions of this Purchasing Policy and the provisions contained in a grant Agreement, the District shall adhere to the provisions found in the grant Agreement.
2. Unless otherwise specified in the grant Agreement, all grant purchases shall follow the District's Purchasing Policy.
3. The provisions of 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are hereby incorporated herein by reference and shall be applicable to procurements funded pursuant to any federal grant agreement governed by such provisions.

### **B. Minority Business Enterprise Program**

1. The purpose of the Minority Business Enterprise program is to provide guidance for outreach to Minority Business Enterprises to ensure awareness and opportunities of doing business with the District. The Minority Business Enterprise program shall only apply to those projects, services, or commodities funded by a federal or state grant or agreement having minority business requirements and, not otherwise covered by a minority business enterprise program. The District will ensure compliance with this purpose by ensuring its requirements are included in any Competitive Procurements as it applies to both primary and subcontractors.
2. The District will accept certification of Minority Business Enterprise status from the State of Florida Office of Supplier Diversity and the Florida Department of Transportation (FDOT) DBE program in lieu of creating its own certification program. The District may also consider and accept certification from other State of Florida, District or city programs on a case-by-case basis.
3. The District will utilize the State of Florida Office of Supplier Diversity and, when deemed appropriate, FDOT directories to notify certified Minority Business Enterprise Vendors of procurement opportunities with the District. The efforts of such outreach shall be maintained in the District's records on the Competitive Procurement.
4. Each Vendor that intends to use subcontractors shall also use the State of Florida Office of Supplier Diversity and, when deemed appropriate, FDOT directories to solicit Minority Business Enterprises for subcontracting opportunities under a primary Contract. Each Vendor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the Solicitation and the Contract.

### **1.11. Ethics, Public Records, and Public Meetings**

#### **A. Ethics**

1. **Conflicts Generally.** No official, employee, or agent of the District shall participate in the selection or in the award or administration of a Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the official, employee, or agent, or his or her immediate family has a financial or other interest in the firm selected or considered for award or any other circumstance concerning the selection, award or administration of any Contract that would violate the standards of conduct in Section 112.313, Florida Statutes. The District's officials, employees, or agents shall neither solicit nor accept gratuities, favors, or anything, regardless of value, from Vendors, contractors, potential contractors, or subcontractors.
2. **Gifts.** Acceptance of gifts by officer, employees, or agents at any time, other than advertising novelties, is prohibited. Acceptance of entertainment is also prohibited. Officers, employees, and agents must not become obligated to any Vendors and shall not conclude any District transaction from which they may personally benefit.

3. Doing Business with One's Agency. No District officer, employee, or agent shall bid for, enter into, or be in any manner interested in any Contract for District purchases nor shall any officer, employee, or agent seek to influence the purchase of a product or service from any Vendor; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.
4. Discipline. Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.317, Florida Statutes, provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

B. Public Records.

1. The District is governed by the state Public Records Laws provided in Chapter 119, Florida Statutes, and Article I, section 24(a) of the Florida Constitution. Pursuant to current state law, Responses to Competitive Procurements received by the District are exempt until the District provides the Notice of Intent to Award or until thirty (30) calendar days after opening, whichever occurs first. Certain proprietary and financial information from Vendors may also be trade secrets, confidential, or otherwise exempt from public disclosure.
2. If the District rejects all responses received pursuant to a Competitive Procurement and concurrently provides notice of its intent to reissue the Competitive Procurement, the rejected responses remain exempt until the District provides the Notice of Intent to Award for the reissued Competitive Procurement or until the District withdraws the reissued Competitive Procurement. Responses may not remain exempt for more than 12 months from the date the District rejected all responses.
3. Official records and documents related to procurement shall be retained per the requirements set forth in the Florida Statutes regarding records retention.

C. Public Meetings.

1. The District is governed by the state public meeting laws as provided in Section 286.011, Florida Statutes, and Article I, section 24(b) of the Florida Constitution. Any meetings of a District or District where presentations, rankings, short listings, or other Award decisions are to be made shall be done at a duly noticed public meeting, unless otherwise exempt from Section 286.011, Florida Statutes.
2. Any portion of a meeting at which a negotiation with a Vendor is conducted pursuant to a Competitive Procurement, at which a Vendor makes an oral presentation as part of a Competitive Procurement, or at which a Vendor answers questions as part of a Competitive Procurement is exempt from Section 286.011, Florida Statutes.

3. Any portion of a negotiation team meeting at which negotiation strategies are discussed is exempt from Section 286.011, Florida Statutes.
4. A complete recording shall be made of any meeting, or portions thereof, that are exempt from state public meeting laws. The recording of, and any records presented at, the exempt meeting are exempt from Section 119.07(1), Florida Statutes, until the District provides Notice of Intent to Award or until 30 calendar days after opening the bids, Proposals, or final replies, whichever occurs first.

*[History: Resolution 2003-04; 2007-01; 2011-02; 2015-01; 2023-4]*

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

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

*[History: Resolution 2008-03]*

### **1.13 Identity Theft Prevention Program**

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

*[History: Resolution 2009-03]*

### **1.14 Audit Committee**

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

2. The District's Administrative Secretary.
3. The Chairman of the District's Board.

**B. Purpose.**

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

**C. Organization.**

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

*[History: Resolution 2010-04]*

**2.00 PERSONNEL**

**2.01 General**

**A. Purpose**

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

**B. Hiring and Termination of Employees**



1. The decision to hire or terminate the General Manager shall be made by the Board.
2. The decision to hire or terminate all other employees of the District shall be made by the Board, but only upon the recommendation of the General Manager.
3. The Board may establish policies, rules, regulations and duties for each employee, none of which policies may go against any laws including the Fair Labor Standards Act and all State and Federal laws governing employment, equal employment opportunity and employment practices.

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

## **2.02 Classification of Employees**

- A. Classifications.** Employees are classified as Probationary, Regular or Temporary.
- B. Probationary.** All new employees shall serve an initial probationary period of 90 days. In addition, for just cause, the Board, upon recommendation of the General Manager, may extend a probationary period for up to an additional 90 days. During the probationary period, an employee may be terminated with or without cause at any time. Probationary Employees shall receive the same benefits as Regular Employees, but no benefits accrued during a probationary period may be used by any employee, nor be converted into a cash payment, 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 6 months, for specific tasks which end upon completion of the task, are classified as Temporary. Temporary employees are not eligible for employee benefits and may be terminated with or without cause at any time.
- E. Physical Exam.** Prior to employment, all Regular Employees shall have physical examination by a physician and submit the results of such examination to the Board.

*[History: Resolutions 98-09-14, 2000-01, 2007-04; 2018-02]*

## **2.03 Hours of Work**

- A. Normal Work Week.** The normal work week shall consist of 40 hours of work performed during any consecutive seven-day period. The Board shall establish office hours during which time office personnel will keep the office open for business. Office personnel who work for the total amount of hours that the office is open are considered full-time

employees. Hours shall be established for each employee by the Board which best meet the needs of the District operation.

**B. Lunch.** An unpaid lunch period of one hour shall be established for each employee to best meet the needs of the employee and of the District. The lunch period shall not be considered part of the work week.

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

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

**E. On-Call Time**

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

1. For each 24-hour period during which an employee is on-call during a portion of that 24- hour period, the employee shall be compensated 3.0 extra hours of pay.
2. If while on-call an employee is called and must report for duty, the employee shall be compensated for the time that he is actually on duty, provided, however, that the minimum time the employee shall be compensated shall be 1 hour. Time spent responding to such a call shall automatically be compensated at the overtime rate or, if on a holiday, at the holiday rate.

**F. Work Schedule for Plant Employees**

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

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

*Notes:*

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

[History: Resolutions 98-09-14, 2007-04, 2010-09, 2015-02; 2018-07]

**2.04 Holidays.** Paid holidays are:

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

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 eligible employees. Permanent part-time employees earn leave as provided in paragraph B below on a prorated basis in proportion to time worked. Except as provided for Probationary Employees in Section 2.02 B above, annual leave shall vest with the eligible employee at the end of each month worked and shall begin to accrue on the date of initial employment known as the employee’s “Anniversary Date.” Annual Leave shall accrue while employee is on vacation using earned annual leave.
- B. Rates.** Annual leave shall accrue at the rates and amounts specified in the following table:

<b>Period of Employment</b>	<b>Days Earned Per Year</b>	<b>Days Earned per Week</b>
1 <sup>st</sup> year	8	.154
2 <sup>nd</sup> year	9	.174
3 <sup>rd</sup> year through 7 <sup>th</sup> year	10	.193
8 <sup>th</sup> year through 12 <sup>th</sup> year	15	.289
13 <sup>th</sup> year and beyond	20	.385

- C. Limitation.** Employees that have earned three or more weeks of annual leave must arrange with their supervisor to take multiple vacations to minimize adverse impacts to the District resulting from prolonged employee absence.
- D. Use of Annual Leave.** Annual leave may be used in the same year it is earned. At the discretion of the Board, salary may be paid in lieu of annual leave.
- E. Maximum Accumulation.** A maximum of 240 hours of annual leave may be accrued by an employee. At the time that an employee resigns or retires, the employee may be compensated for unused annual leave up to the maximum of 240 hours.
- F. Reporting.** The Administrative Secretary shall report monthly to the Board the status of accrued annual leave for all employees.

*[History: Resolutions 98-09-14, 2000-05, 2008-011, 2014-03; 2017-11; 2018-02]*

## 2.06 Sick Leave

- A. **Accrual.** Eligible full-time employees shall earn 8 hours of sick leave for each full month employment. Eligible full-time employees required to work 35 hours per week shall earn 7 hours of sick leave for each full month of employment. Eligible part-time employees earn sick leave in proportion to time worked.
- B. **Use.** Only sick leave which has been earned and accrued prior to the date of absence may be taken. Sick leave may be used for sickness of the employee, or to attend to the sickness of a member of the employee's immediate family, or for medical appointments for the employee or employee's immediate family, including wellness, dental, or vision. The term "immediate family" shall include the employee's spouse, domestic partner, great-grandparent, grandparent, parent, brother, sister, child, grandchild, or the grandparent, parent, brother, sister, child, grandchild, of the employee's spouse or domestic partner, or the spouse or domestic partner of any of them.
- C. **Accumulation.** Sick leave hours may be carried over from year to year and accumulated with no maximum. At the time of resignation or retirement, however, an employee shall be compensated for only 25% of accumulated unused sick leave.
- D. **Transfer.** The Board may, at its discretion, as determined on a case by case basis, allow employees to contribute accrued sick leave to another employee.
- E. **Reporting.** The Administrative Secretary shall report monthly to the Board the status of accrued sick leave for all employees.

*[History: Resolution 98-09-14, 2000-01, 2008-01, 2014-03; 2018-02]*

## 2.07 Leave of Absence

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

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

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

## **2.08 Workers Compensation**

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

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

## **2.09 Group Insurance**

All employees eligible for benefits, and all Board members, may participate in any and all kinds of group insurance that may be provided through agreements by the District with insurance companies, 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 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; 2018-02]*

## **2.10 Code of Ethics**

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

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

## **2.11 Employee Discipline**

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

contained in Section 2.14 of this Part. Written instructions and warnings are not subject to said grievance provisions.

*[History: Resolution 2000-01]*

## **2.12 Termination – Suspension – Resignation**

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

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

**B. Unpaid Suspension.**

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

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

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

## **2.13 Mileage Reimbursement**

**A. Applicability.** This mileage reimbursement policy shall apply whenever an employee is asked by the General Manager to use his or her own vehicle to carry out District-related

business. Any employee so asked shall be entitled to reimbursement at the rate set forth in this policy.

- B. Reimbursement Rate.** Travel expenses shall be paid at the then-current rate set by the Internal Revenue Services for business travel.

*[History: Resolution 2008-05]*

## 2.14 Grievance Procedures

- A. To Be Heard by Board.** Any employee grievance that cannot be resolved with the immediate supervisor can be brought to the Board of Commissioners of the District. Issues which may come before the Board may include, but are not limited to, disagreements concerning evaluations, reprimands, suspensions, wage or salary recommendations, or any issue not specifically addressed by Personnel Policies.

- B. Procedures.** In hearing a grievance dispute, the following procedures shall apply:

1. The employee shall request the Administrative Secretary to place the issue on the agenda.
2. The item may be removed from the agenda only at the request of the employee.
3. The Board shall hear the grievance as follows:
  - a. A summary of the issue without opinion by a Board member appointed to handle this grievance.
  - b. Employee statement
  - c. Supervisor statement
  - d. Witnesses for the employee or any written materials appropriate to the issue.
  - e. Witnesses against the employee or any written materials appropriate to the issue.
  - f. Employee's rebuttal and closing statement.

Thereafter, discussion shall be limited to the Board members except for specific questions to those directly involved and with first-hand knowledge of the issue(s).

4. A decision by a majority of the board shall be final, except as may be otherwise provided by law.

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

## 2.15 General Rules for Employees of the District



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

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

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

## **2.16 Job Descriptions**

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

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

## **2.17 Job Evaluations**

All District employees shall be evaluated annually, with said evaluations completed not later than July 15<sup>th</sup> each year so that employee salary increases can be calculated and incorporated into the annual budget adopted by the Board in September and taking effect October 1<sup>st</sup> of each year. The Board shall evaluate the District Superintendent and Administrative Secretary each year based upon the self evaluations completed by each such employee, and upon the independent observations of each Board member. All employees shall be evaluated, in part, using the evaluation form contained

in Appendix C, of this Chapter.

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

## **2.18 Continuing Education**

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

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

## **2.19 Salary Adjustments.**

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

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

*[History: Resolution 2000-01]*

## **2.20 Drug Free Work Place**

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

*[History: Resolution 2000-01]*

## **2.21 Retirement Plan**

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

## **2.22 District Commissioners**

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

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

### **B. Compensation.**

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

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

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

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

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

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

1. The owner and/or occupant of such property required to be so connected to the public water line shall pay to the District the monthly rates and charges for the use or availability for use of such water line according to the schedule of rates currently in effect in the District, the charges for which shall commence on the date such property is connected or required to be connected (whichever first occurs) to said water line as provided above. Provided, however, that a customer may choose not to install a water meter, or have an existing water meter removed, and in such case water and sewer charges to the property shall cease for the period that the meter is removed, if the following conditions are met:
    - a. The customer shall agree to and pay all meter removal and installation fees adopted by the District.
    - b. The customer certifies that the structure served by the district water line shall be vacant and not in use during the entire period that the meter is removed. If at any time the District determines that the structure is occupied and/or being used, the District may install a water meter at the owner's expense, and shall commence charging the property pursuant to the District's normal water and sewer charges.
  2. All hook-up and meter fees payable as a result of connections made hereunder shall be due and payable within ninety (90) days from the date such property is connected or required to be connected (whichever first occurs as provided above).
- C. Submission of Statements.** The Administrative Secretary of the Board shall submit monthly statements for the charges herein required to be made and shall collect for same in the manner now hereafter provided.
- D. Discontinuance of Service For Non-Payment.** Upon the failure of any owner or occupant to pay the District within thirty (30) days of the date of its mailing by the District the full amount of any bill rendered pursuant to this Resolution, the District may discontinue any or all utility service rendered by the District to such property against which such charges remain delinquent. The delinquent customer shall be given notice at least seven days prior to the discontinuation of any service. Service shall not be disconnected if the customer pays all amounts owed within the seven-day notice period. The notice shall be posted on the premises where there service is rendered, or otherwise personally delivered to the customer. The notice shall state the amount owed and shall inform the customer that the amount due may be contested by contacting the District office during normal working hours. If the District Superintendent finds that there is any doubt as to the amount owed, the matter shall be placed on the agenda of the next District meeting at which the delinquent customer may be heard and a final decision shall be rendered by the Board.
- E. Penalty for Violation.** Any person failing to connect to the public sanitary water line as required by this ordinance shall upon conviction thereof, be guilty of a misdemeanor of the second degree and shall be punished in accordance with §775.082 and §775.083, *Florida Statutes*.

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

### 3.02 Mandatory Connection to Sanitary Disposal Facilities

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

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

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

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

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

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

### 3.03 Exemption

**A. Limited Exemption.** Properties that are required to connect to a District sewer line installed pursuant to DEP Contract SP489 shall not be subject to any deadline imposed by these Resolutions for mandatory connection to available sewer lines.

**B. Statement of Intent.** This exemption shall apply only to those properties required to connect to a line installed by the District pursuant to DEP Contract SP489. This exemption

shall not be interpreted as precedent or other basis for granting an exemption for other properties covered by the mandatory connection requirements and deadlines in these Resolutions.

*[History: Resolution 2000-04]*

#### **4.00 PROCEDURES FOR NEW CONNECTION TO DISTRICT FACILITIES**

##### **4.01 Generally**

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

*[History: Resolution 99-01]*

##### **4.02 Requests for Service**

- A. General.** All requests for service shall be made by submitting a formal application for water and/or wastewater service to the District. The initial application will be reviewed by the District to determine the apparent feasibility and requirements for providing service.
- B. Application Forms.** All applicants for service shall complete and submit the Form “Application for Service” for either water and/or wastewater service (Form AFS-93A, Chapter 4, Laws of Cedar Key Water & Sewer District).
- C. Additional Water Connections.** A customer may obtain a meter for irrigation or other purposes, on which neither sewer charges nor capital facility charges shall be imposed, if the following conditions are met:
  - 1. If there is a use on the property which has a connection to the sewer system, there is a primary meter for that use on which sewer charges are imposed.
  - 2. The customer agrees to install a back-flow preventer on the line of the new meter.
  - 3. The customer agrees to pay the following:
    - a. The applicable meter charge as set forth in this code.

- b. The standard rates for water as set forth in this code.
- c. The standard installation fee as set forth in this code.

**D. Easements and Access.**

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

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

**4.03 Review of Applications**

- A. **General.** Each "Application for Service" will be assigned a Service Request Number and will be reviewed and evaluated as to the feasibility of providing service. During the review period, a meeting will be held with the City of Cedar Key Land Development Department to determine compliance with the Cedar Key Comprehensive Plan.

**B. Standard Single Family Applications.** For single family homes within the existing service area, where adequate water mains exist and gravity sewer connections are possible, a written response will be issued by the District Superintendent within two (2) weeks of receipt of application. The response will advise the Applicant of all fees and charges, point of connection, required service line extensions, and any other pertinent requirements.

**C. Non Standard Applications.** For all applicants other than these under 4.03 B, both within and outside of the existing service area, the “Application for Service” will be reviewed by the District Superintendent and evaluated as to the feasibility of providing service, with a written preliminary review issued to the applicant within two (2) weeks of receipt of the application, indicating the availability or unavailability of service, or requesting additional information. Upon receipt of the Preliminary Review, and the receipt of any additional information requested, the application will be placed on the agenda for the next regularly scheduled District Board of Commissioners meeting. After consideration by the Board of Commissioners, the District shall advise the Applicant in writing of all fees and charges, 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.**

1. 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.
2. Notwithstanding any other provision of these Codified Resolutions, there shall be a suspension of the collection of capital facilities charges, effective as of January 1, 2017.

**B. Estimated System Demands**

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



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

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

<b>TABLE 1</b>				
<b>Type of Establishment</b>	<b>Maximum Demand gpd</b>	<b>Capital Facilities Charge: Water</b>	<b>Average Demand gpd</b>	<b>Capital Facilities Charge: Sewer</b>
1. Existing single family homes with conventional plumbing fixtures; per unit	400	\$1,200.00	200	\$ 800.00
2. Existing and new single family homes with water-conserving plumbing fixtures; per unit	240	\$ 720.00	120	\$ 480.00
3. Multi-family including condominiums, condo-motels, apartments, duplexes; per unit	240	\$ 720.00	120	\$ 480.00
4. Motels and bed & breakfast homes; per room	120	\$ 360.00	60	\$ 240.00
5. Motels with kitchenettes; per room	160	\$ 480.00	80	\$ 320.00
6. Restaurants; per seat	20	\$ 60.00	10	\$ 40.00

7. Retail commercial, no food service				
a) Minimum up to 1,000 sq. ft.	240	\$ 720.00	120	\$ 480.00
b) Additional above 1,000 sq. ft. per sq.ft.	0.24	\$ 0.72	0.12	\$ 0.48

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

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

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

**D. Meter Requirements.**

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

**E. Meter Charges.** Water meter charges shall include the cost of furnishing the water meter. 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 charges shall be in accordance with Table 2 below. Single family homes shall always

utilize 5/8 x 3/4 inch meters or 3/4 inch residential fire meters.

<b>TABLE 2 WATER METER CHARGES</b>		
<b>Meter Size</b>	<b>Allowable Peak Flow (gpm)</b>	<b>Meter Charge</b>
5/8" x 3/4"	25	\$300
All other meter sizes as requested by the customer	N/A	Actual Cost to District

*[History: Resolutions 93-061493, 94-031494, 99-01, 2005-01, 2007-03, 2010-05, 2010-13, 2014-02; 2017-01; 2017-02; 2020-01.]*

#### **4.05 Point of Connection and Extension Charges**

##### **A. General.**

1. Where a proposed new service connection fronts on a street along which there are existing water and/or wastewater mains, the Applicant shall be responsible for all costs associated with connection of the property to be served to the District's water and/or wastewater system, including but not limited to payment of the relevant Tap Fees described in Section 5.04. If the proposed connection is on the opposite side of the street as the water or wastewater main line to be connected to, such that boring under the roadway or other work is required to install the water and/or wastewater lateral(s), the Applicant shall be solely responsible for such work and shall furnish all labor and materials in connection with same. All work shall be performed by a qualified contractor or plumber possessing all required licenses. Any work performed by the District shall be limited to meter assembly and installation of any fittings, appurtenances, and/or piping on the supply-side of the meter.
2. Where an applicant is requesting service to a location on a street that does not have water and/or wastewater lines along the street, or to an area within the District to which service has not been extended, then the following rules shall apply:
  - a. 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. 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. 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. 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.

## **B. 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.

*[History: Resolutions 93-061493, 98-08-11, 99-04, 2005-01, 2021-01]*

#### **4.06 Service Commitments**

- A. Acceptance of Final Review.** Within thirty (30) days of receipt of the final review setting forth the capital facilities charges, point of connection, and extension requirements, the Applicant shall advise the District of his acceptance of the District's proposal.
- B. Development Schedule.** Along with the acceptance of the proposal, the Applicant shall provide to the District an estimated schedule of development with said schedule showing the estimated number of units to be constructed yearly until completion, if applicable.
- C. Formal Commitment.** Within two (2) weeks after receipt of the applicant's Notification of Acceptance, Development Schedule and capital facilities charge payment, the District shall issue a formal commitment letter. Commitments are non-transferrable from one property to another; however, commitments are transferrable to a new owner of the same property.
- D. Expiration of Commitment.** Commitments shall expire one (1) year after issuance of the formal commitment.
- E. Time Extensions to Commitment.** Time extensions to commitments may be granted by the District Board of Commissioners for periods not to exceed one (1) year, provided capacity within the water and/or wastewater system remains available, and provided that a request is submitted in writing prior to thirty (30) days before the expiration date of the commitment.

*[History: Resolution 93-061493]*

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

- A. Payment Schedule.** Payment of capital facilities charges shall be made prior to issuance of formal commitment by the District or building permits by the City of Cedar Key.
- B. Fee Revisions.** Any changes in regard to capital facilities charges listed herein shall be by revisions to this Resolution approved at a properly advised public hearing. Commitments shall not be affected by the revised fee schedule until expiration of the commitment. If a time extension is granted upon expiration of the commitment, the new fees shall apply for all units in which Building Permits have not been issued.
- C. Expenditures.** All capital facilities charges received by the District will be used for capital improvements to the Water and Wastewater Systems, including associated engineering, legal, land acquisition, construction and debt service costs. Payment of operation and

maintenance costs of the utilities systems are prohibited.

**D. Refunds.**

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

*[History: Resolution 93-061493]*

**4.08 Certain Acts Prohibited**

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

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

**5.00 RATES AND CHARGES**

**5.01 Generally**

- A. The monthly rates and charges for the services and facilities of the District shall be as set forth below.
- B. The following definitions shall apply:

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

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

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

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

**5.02 Water Rates**

Base Service Availability Charge:

Small User: \$29.40

Large User: \$70.35

Plus the following usage charges:

<b>Number of Gallons</b>	<b>Rate per 1,000 Gallons Used</b>
0 to 3,000	\$2.99 (\$.00299/gallon)
3,001 to 6,000	\$5.60 (\$.00560/gallon)
6,001 to 9,000	\$7.90 (\$.00790/gallon)
9,001 and up	\$10.22 (\$.01022/gallon)

*[History: Resolutions 2001-04, 2003-05, 2004-02, 2005-04, 2006-02, 2006-03, 2006-05, 2007-06, 2008-09; 2009-05; 2010-02; 2012-02; 2016-04; 2017-08; 2018-08; 2019-03; 2021-04]*

**5.03 Sewer Rates.**

Base Service Availability Charge:

Small User: \$28.35

Large User: \$67.92

Plus the following usage charges:

<b>Number of Gallons</b>	<b>Rate per 1,000 Gallons Used</b>
0 to 3,000	\$2.42 (\$.00242/gallon)
3,001 to 6,000	\$4.89 (\$.00489/gallon)
6,001 to 9,000	\$7.11 (\$.00711/gallon)
9,001 and up	\$9.30 (\$.00930/gallon)

*[History: Resolutions 98-2-09, 2001-04; 2003-05; 2004-02; 2005-04; 2006-03; 2006-05; 2007-06; 2008-09; 2009-05; 2010-02; 2012-02; 2016-04; 2017-08; 2018-08; 2020-04; 2021-04]*

**5.04 Miscellaneous Charges**

The following fees and charges are hereby imposed:

A.	Penalty for late payment ..... (if payment not made by the 26th of the month)	\$20.00
B.	Disconnect Fee.....	\$25.00
C.	Reconnect Fee.....	\$25.00
D.	Service charge for checking meter and finding no problem.....	\$25.00
E.	Service charge for leak detection download.....	\$20.00
F.	Tap Fee for initial water connection.....	\$3,000.00*
G.	Tap Fee for initial wastewater connection.....	\$3,000.00*
H.	Tap Fee for separately metered irrigation connection.....	\$3,000.00*
I.	Charge for cost of a new water meter.....	\$300.00
J.	Service charge for removal of water meter.....	\$120.00

\*Subject to the line extension rules and charges in Section 4.05 above. The tap fees for initial water and wastewater connections and separately metered irrigations connections are charges imposed by the District to recover labor and material costs incurred by the District to facilitate the physical connection of property to be served to the District’s water and wastewater system, including but not limited to locating distribution and transmission lines, meter assembly and installation, and installation of fittings, piping, and appurtenances on the supply-side of the meter.

*[History: Resolutions 99-01, 2008-06, 2009-05, 2010-12; 2011-03, 2013-05, 2020-01, 2021-01, 2021-03. 2023-2]*

**5.05 Deposit Charges**

- A. A refundable deposit shall be paid at the time of opening any new account with the District. The deposit shall be security for the payment of water and sewer bills. The amount of the deposit shall be \$100 for Small Users, and \$250 for Large Users.
- B. Except as provided below, the deposit shall be held by the District in a non-interest- bearing account until final settlement of the consumer's account, at which time the deposit shall be applied against any utility bill due the District for such service. Any unused balance shall be refunded when the account is settled and closed. In the event any deposit is unclaimed for a period of 12 months after the service is discontinued, such unclaimed deposit shall be turned over to the state department of banking and finance in accordance with Florida law following 30 days written notice to such consumer mailed to the address shown on the application for service.
- C. Deposits for residential service shall be credited to the consumer at the end of two years



provided that the consumer has maintained a satisfactory payment record as determined by the Board. A payment record shall not be found to be satisfactory if there have been any late payments over the two-year period.

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

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

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

*[History: Resolution 2001-05]*

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

- A. The Board hereby confirms the establishment of separate trust accounts, one for water system capital facilities charges and another for sewer system capital facilities charges, each of which shall be maintained separate and apart from all other accounts of the District. All water and sewer capital facilities charges shall be deposited or posted into each respective capital facilities charge trust account immediately upon receipt.
- B. The monies deposited or posted into the respective water and sewer capital facilities charge trust accounts shall be used solely for the purposes of providing growth- necessitated capital improvements and equipment, and additions to the respective water and sewer systems, including, but not limited to: (1) design or construction plan preparation; (2) permitting and fees; (3) land acquisition including any costs of acquisition or condemnation; (4) construction and design of the respective water or sewer system buildings, facilities or improvements and additions thereto; (5) design and construction of drainage facilities required by the construction of the respective water or sewer system buildings, facilities or improvements and additions thereto; (6) relocating utilities required by the construction of the respective water or sewer system buildings, facilities or improvements and additions thereto; (7) landscaping incident to or necessitated by the expansion of the respective water or sewer systems; (8) construction management or inspection; (9) surveying, soils or material testing in the evaluation and development of (a) water resources and supplies in the case of the water system and (b) wastewater disposal and reuse alternatives in the case of the sewer system; (10) acquisition of plant or equipment necessary to expand the respective water and sewer systems; (11) acquisition of equipment necessary to maintain the desired level of service to the customers of the expanded water or sewer system; (12) repayment of monies - borrowed from any budgetary fund of the District, which were used to fund growth necessitated improvements and additions to the District's respective water and sewer systems as herein provided; and (12) payment of principal and interest, necessary reserves, and costs of issuance under any bonds or other indebtedness issued by the District to fund growth necessitated improvements and additions to the District's water or sewer systems.

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

#### **5.08 Billing Issues**

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

choose the 31-day period for which the credit is provided.

3. A credit may be granted only once per any 3-year period to any given customer.
- C. It is the policy of the Board that adjustments to bills involving reduction of wastewater charges may be made where there is unusual and excessive water use for a given period, and where the extra water used was not discharged into the wastewater system. The limitations in B above shall apply. Examples include, but are not limited to:
1. An adjustment may be made where an exterior pipe broke or leaked and the water was not discharged into the wastewater system.
  2. An adjustment may be made where there was an intentional exceptional use of water, such as filling a swimming pool or establishing landscaping, so long as the water was not discharged into the wastewater system.
  3. An adjustment may not be made where an interior faucet is left on or leaks into a sink, or a toilet runs continuously, because such water is discharged into the wastewater system.

Where an adjustment is made under this provision, the adjustment shall be made by determining the average wastewater bill over the prior year, and then using that average amount in determining the bill adjustment.

*[History: Resolutions 2003-02; 2009-02; 2010-04; 2011-05; 2012-07; 2018-06]*

## **6.00 FACILITIES AND EQUIPMENT**

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

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

requirements of Section 6.09 herein.

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

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

## **6.02 Plumbing**

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

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

## **6.03 Tampering With Facilities**

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

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

## **6.04 Water Conservation Fixtures**

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

**D. Lavatory Faucets.**

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

**E. Kitchen and Other Sink Faucets**

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

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

*[History: Resolution 93-061493]*

**6.05 Reserved.**

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

**6.06 Cross Connection Control**

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

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

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

#### **6.07 Individual Pumping Units**

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

the proposed equipment and installation.

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

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

following requirements:

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

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

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

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

## **6.08 Decommissioning of Septic Tanks**

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

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



2. Pumping out all matter contained within the tank and properly disposing of such matter; and
3. Filling the emptied tank with suitable sand.

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

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

*[History: Resolution 2000-02]*

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

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

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

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

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

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

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

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

**B. Condition of Service.**

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

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

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

device, then the inlet pipe.

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

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

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

- Remove grease from top of separator chamber.
  - Remove any solids from bottom of chamber.
  - Inspect grease trap and clean if necessary.
  - Ensure that all passages including air relief are clear of obstructions.
  - Check integrity of baffles and make sure they are in place.
  - Check cover gasket for any damage and replace if necessary.
  - Replace cover.
  - Tighten cover hold down bolts, screws and latches.
10. In order to remove most fat, oil and grease prior to washing, all pots, pans, eating and cooking utensils, and dishware shall be dry wiped with paper towels prior to being placed into the wash sink or dishwasher pre-rinse station. Paper towels used for such wiping shall be placed in containers lined with plastic trash bags.
11. Signs shall be placed as follows to encourage all kitchen employees to cooperate in preventing fat, oil and grease from entering the sewer system:

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

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

**E. Grease Interceptors.**

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

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

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

1. Unless otherwise specified by the General Manager, each interceptor in active use shall be cleaned at least once every 6 months, or more frequently as needed to prevent the discharge of fats, oils and grease in excess of 300 mg/l into the sewer system. The General Manager may specify cleaning more frequently when pumping every 6 months is shown to be inadequate. Additional pumping may be required during time periods when increased loading is anticipated.
2. If the inspector determines that the interceptor is full, immediate steps shall be taken by the Operator to pump out and clean the interceptor as soon as is practicable. The General Manager shall make an evaluation of the advisability of allowing discharge to continue, and may at his discretion order an immediate cessation of all discharge from the Food Service Establishment.
3. Every operator shall, within 10 days of each cleaning of an interceptor located on the operator's premises, notify the General Manager in writing that the interceptor has been cleaned. The notice of cleaning shall include the date of the cleaning, the identity of the hauler, the site to which the contents of the interceptor were hauled and such other information as the General Manager may reasonably require. The operator shall submit with each notice of cleaning an invoice, manifest or other similar document from the hauler evidencing the cleaning of the interceptor. The operator shall also submit such other documentation relating to the cleaning of the interceptor as the General Manager may reasonably require.
4. The following cleaning procedures shall be followed:
  - a. The operator or an employee of the operator shall supervise the interceptor cleaning. Such person shall be present during and observe the entire cleaning operation.
  - b. An operator shall cause the licensed waste hauler, transporter, or any other person cleaning or servicing an interceptor to completely evacuate all contents, including floating materials, wastewater, and bottom sludges and solids during servicing. Skimming the surface layer of waste material, partial

cleaning of the interceptor or using any method that does not remove the entire contents of the collection device is prohibited. The suction of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor shall be thoroughly scraped and the residue removed.

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

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

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

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

3. A sign shall be posted at each kitchen sink that reads:

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

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

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

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

**J. FOG Surcharge Authorized.**

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

that, with regard to any owner or operator, the owner or operator has come into compliance with all regulations set forth in this Section.

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