



Regular Meeting of the City Council

January 21, 2020 – 7:00 p.m.

City Hall

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes: January 6, 2020 Regular Meeting
- F. Agenda Items
 - 1. Hearing – Special Event Alcohol Licenses – Convention Hall
 - 2. Gary Roan Agreement
 - 3. Resolution 2020-01 – Appointment of Applicant Agent for the Hazard Mitigation Grant Program
 - 4. NLC Service Line Agreement
 - 5. Transportation Agreement
 - 6. Purchase of Maintenance Truck
 - 7. HueLife Contract for City Administrator Search
 - 8. Wastewater Treatment Agreement (Discussion only)
 - 9. SUDAS Specifications and design manuals
 - 10. Ordinance 2020-01 – Amending the North Sioux City code of ordinances Title 17 land use and developments in section 17.88
 - 11. Ordinance 2020-02 – Amending the North Sioux City code of ordinances Title 17 land use and developments in section 17.92
 - 12. Ordinance 2020-03 – Amending the North Sioux City code of ordinances Title 17 land use and developments in section 17.96
 - 13. Lakeshore Phase 2 Preliminary Plat
 - 14. Handbook Revisions – January 2020
 - 15. Quotes from Gill Construction for sidewalk
- G. Community and Council Input
- H. Executive Session*
- I. Approval of Bills
- J. Adjournment

*SDCL 1-25-2 (sections 1-5) allows a majority of the body present to vote to close a meeting when discussion revolves around personnel, legal matters or contract negotiations. Meetings may also be closed for certain economic development matters (SDCL 9-34-19).

UNAPPROVED
North Sioux City, South Dakota
City Council Regular Meeting Minutes
January 6, 2020

Meeting called to order at 7:00 p.m. by Mayor Frederickson. Benson, Berg, Blaeser, Carpenter, Cropley, Green, Parks, and Slater were present. Also, in attendance was City Finance Officer Mike Hamm, City Administrator Ted Cherry, and City Attorney Darrell Jesse.

Mayor Frederickson led the Pledge of Allegiance.

Motion by Cropley, second by Benson, to approve the agenda as presented. All members present voted aye.

Motion by Berg, second by Green, to approve the minutes from the December 16, 2019 Council Meeting. All members present voted aye.

David Lock from Stockwell Engineering gave the Council a presentation on the splashpad design. Stockwell brought two different concepts to the public for a vote. There are two different types of splashpads, the first is a recirculation which reuses the water and treats it, with this system it would have a higher initial cost and higher maintenance fees. The second is a flow through which just uses the water and then sends it into the sewer system. This would have lower build costs and maintenance fees but higher water usage. During the public meeting the voters selected concept A which is roughly 1520 square feet with "A Very Hungry Caterpillar" design with the recirculation system. This would also include a public family restroom and a sitting area. David stated that not everything has to get built right away. Stockwell also provided a minimum concept as well which does not include any landscaping or the sitting area. David also provided a concept for additional parking. Concept A with a full build out has an estimated cost of \$914,131.97. The minimum concept has an estimated cost of \$734,941.42. Stockwell also provided an estimated cost with a flow through system. The estimated full build out with a flow through system would be \$662,310.61 and the minimum concept with a flow through system would be \$302,987.06. Berg asked about liability cost on our insurance. Cherry stated it would be the same costs as our regularly parks. Slater asked about safety concerns with kids running around a wet area. Lock said that the concrete would have a broom finish for a nonslip surface. Carpenter stated that the reason they went for the recirculation system is because they wanted the water to be safer. She also stated that it is like pool water. Carpenter said to maintain it would be about \$50 a day. She said that a part time employee could do it along with the other parks. Cropley asked about winterizing it and if the cities employees could do it. Lock said that they would have training on it for the city employees. Parks asked what the life span was on a splash pad, Lock stated they can last 10 to 20 years. Slater said that he believes the city's sewer problem is a higher priority and should be addressed first and if the council addresses the sewer issues then they can use the flow through splash pad to save money. Carpenter stated that the Council has done a lot for the community and most of it requires continuing maintenance and stated that the Council needs to give to the community and not just the businesses. Carpenter also stated the Parks Board is not asking for additional funds; they would fundraise for all the funds. Slater said he was under the impression that the last time it came up for a vote that it was just for the concept and costs not to approve the project. Parks said that at most the useful life would be 100 months and at a cost of almost a million dollars that is around \$10,000 a month. Parks also stated that he believes the age groups that would use this would be 2 to 10 years old. Deb Beacom said that North Sioux City needs something like this. Tony Carpenter said that if the Council waits the cost will only continue to increase. Berg said he supports the splashpad but not if paid by the city. Green stated that the Parks Board is just asking for approval to move forward not for additional funds. Mayor said that the Council either needs to approve or deny it. Cherry said that there is \$50,000 budgeted for the splash pad. Several community members voiced their support for the splash pad.

Motion by Slater, second by Berg, to approve Concept A for the splash pad as presented with \$10,000 being set aside for the Parks Board to set themselves up as a nonprofit and start fundraising. Benson, Berg, Blaeser, Carpenter, Cropley, Green, and Slater voted aye. Parks voted nay. Motion passes by a 7-1 vote.

Motion by Cropley, second by Slater, to table the contract for NLC Service Line. The Council does not want to get money per contract and would like this deducted from the rates the community members would pay. All members present voted aye.

Motion by Berg, second by Parks, to not approve Ordinance 2020-01 – Water Line Ownership. All members present voted aye.

Motion by Cropley, second by Benson, to approve Plat Lots 1 & 2 of Flynn Tract 8. All members present voted aye.

Motion by Cropley, second by Green, to approve the Annual Municipal Election date as Tuesday April 14, 2020 with 4 two-year terms up for election. All members present voted aye.

Motion by Berg, second by Carpenter, to approve moving the following 2020 Council meetings, January 20 to January 21, February 17 to February 18, and September 7 to September 8. All members present voted aye.

Motion by Benson, second by Carpenter, to approve Dakota Dunes/North Sioux City Times as the Legal Newspaper for the City of North Sioux City. All members present voted aye.

Motion by Parks, second by Benson, to approve the vendor recurring payments approval as presented. All members present voted aye.

Community Input:

- 1.) Jackie was on hand to ask the Council to give her more time to move her yard shed. She stated that it was frozen into the ground about 6-8 inches and does not want to tear up her yard. She also asked that if the council could let them opt out for 2-5 years. Mayor said that it would put the city in a bad spot.
- 2.) Slater thanked Ted Cherry for his years of service.
- 3.) Cherry stated that tomorrow was the Emergency Services District election at the community center and also asked how many of the Council was going to the Legislative Days in Pierre.
- 4.) The Mayor asked Cherry if he knew what was left on the punch list for Lakeshore Estates. Cherry did not know right off the top of his head.

Motion by Parks, second by Benson, to move into executive session at 9:10pm for contractual and personnel after a 5-minute recess. All members present voted aye.

Regular session resumed at 9:53pm.

Motion by Parks, second by Benson, to approve the bills as presented. All members present voted aye.

FIRST FINANCIAL BANK USA	1,381.45	EMBASSY STES-LODGING-TRNG IN
PRINCIPAL LIFE INSUR CO	2,528.77	LIFE & DTL PREM
UNION CTY DIR OF EQUALIZATION	300	BEACON RNWL
WELLMARK BLUE CROSS	16,826.30	INSUR PREMIUM
BNFT ADMNSTRN SELF EM	352.00	2020 HRA FEE
BOMGAARS	1707.05	GNTR
C. W. SUTER SVCS	400.43	SR CNTR-SEMI ANNUAL MNTNC
CARPENTER TONY	150.00	4QTR2019 P&Z MTG
CLAIMS ASSCTS	250.00	DCTBL REIMB-101961
COLONIAL LIFE	81.86	12/06, 12/20 PREM
CRARY, HUFF, INKSTER, SHEEHAN	3531.00	DEC2019 LEGAL FEES
DAILEY, MICHAEL	711.75	2019 EMPLOYEE DINNER
DV PROM COMMITTEE	250.00	2020 DNTN
DATA TCHNLGS	95.00	SUMMIT MTG-HAMM
GWORKS	4477.39	2020 SUMMIT LIC/ SUPPORT FEE
DD/NSC TIMES	64.00	LIB COOKIE EVENT AD
DAKOTA DUNES/NSC TIMES	34.74	CH-SBSCRPTN RNWL

EBCO SBSRPTN SVC	360.54	LIB-SBSRPTN RNWL (12)
THMPN INNVN	1630.00	TECH SUPP
FOLLETT SCHOOL SLTNS, INC.	1191.50	2020 LIB MBRSH
FOUR SEASONS NORTH	274.45	FITNESS CHGS
FREDERICKSEN, RANDY	63.00	MLG REIMB
GILL CNSTRCTN	2207.10	SODRAC DR REP
H2O 4 U	19.50	CH-BOTTLED WTR
HAWKINS, INC	1408.36	CHLORINE (9), INLET CAP
HENKINSCHULTZ	1300.00	MILITARY RD AD
HENKINSCHULTZ	840.00	2020 WEB HOSTING-LIB
PETER HOLBROOK	300.00	4QTR2019 P&Z MTG
INGRAM LIB SVCS	674.25	BOOKS (76)
JEO CNSLTNG GROUP	4590.00	ENGINEERING FEES
JOHNSON FEED, INC.	2062.00	ROAD SALT
NEXSTAR BRDCSTNG, INC	1335.00	ADV 11/04-11/24
KEVIN ODELL ELCTRC	7591.85	RLCT WTR TRTMNT TRNSFRMR
LINDEN, BAYNE	250.00	4QTR2019 P&Z MTG
LOCAL NO. 749	220.00	NOV2019 DUES
MARX TRUCK TRLR SLS	158.35	RING KIT, LIGHT ASSY
MIDAMERICAN ENERGY	20.65	602 N DERBY-UTLTY CHGS
MIDWEST TAPE	113.20	DVD'S (5)
MITCHELL, DAVE	300.00	4QTR2019 P&Z MTG
MJ MINOR UTLTY CNTRCTR	11301.19	STORM SWR REP
MPLC	346.23	SR CNTR-MOVIE LICENSE RNWL
NSC ECNMC DVLPMNT	103000.00	2020 ANNUAL CNTRBTN
OFFICE SYSTEMS CO	44.00	COPY & LEASE EXP
OLSON, DAN	150.00	4QTR2019 P&Z MTG
PER MAR SCRTRY SVCS	186.81	4QTR2020 SCRTRY MNTRNG SVC
PRESTO-X CO	238.00	PEST CNTRL
SCHOLASTIC INC	11.99	BOOK
SD ASSOC OF CODE ENFRMNT	40.00	2020 MBRSH DUES-HEADID
SD BLDNG OFFICIALS' ASSOC	50.00	2020 MBRSH DUES-ROAN
DEPT OF ENVIR & NTRL RSRCS	48.00	RNWL FEES
SD GOV'T FINC OFFICERS' ASSOC	40.00	2020 MBRSH DUES-HAMM
SD GOVT HUMAN RSC ASSOC	25.00	2020 MBRSH DUES-HAMM
SD MNCPL LEAGUE	2694.30	2020 SD MNCPL MBRSH
SD MNCPL STREET MTNC ASSOC	35.00	2020 MBRSH DUES-MONTAGNE
SD DEPT OF HEALTH	405.00	10/16-12/13 BOD, COLI, SOLIDS
SOUTH EAST CNCL OF GOV	3535.00	2020 SECOG DUES
SENSAPHONE, INC.	480.00	RMT MNTRNG SYSTEM-FLYNN
STEVE'S ROOFING CO	1194.77	BUILDING-MILLER LIFT
STREETER, DONALD	200.00	4QTR2019 P&Z MTG
UNION CO. RGSTR OF DEEDS	30.00	FEE
USABLUBOOK	3656.72	LAGOON-BLOWER
VERIZON WIRELESS	975.93	CELL CHGS (21 LINES)
WOODBURY CTY EMERG SVCS	1464.45	JAN-MAR2020 STARCOMM

Motion to adjourn by Parks, second by Benson, at 9:53pm. All members present voted aye.

As required in SDCL 6-1-10, the governing board shall publish a complete list of officers and employees' salaries following the beginning of the fiscal year:

Mayor	Fredericksen, Randy	8,000.00	Annually
Alderman	Carpenter, Tena	5,500.00	Annually
Alderman	Berg, Doug	5,500.00	Annually
Alderman	Blaeser, Nathan	5,500.00	Annually
Alderman	Cropley, Lesa	5,500.00	Annually
Alderman	Green, Lonnie	5,500.00	Annually
Alderman	Parks, Dan	5,500.00	Annually
Alderman	Benson, Kodi	5,500.00	Annually
Alderman	Slater, Rodd	5,500.00	Annually
City Administrator	Cherry, Ted	88,915.84	Annually
Finance Director	Hamm, Mike	71,962.26	Annually
Finance Assistant	Avalos, Lucero	17.85	Hourly
Finance Assistant	Roupe, Jennifer	21.10	Hourly

Admin. Assistant	Handy, Pasha	16.12	Hourly
Librarian	Goehring, Jerald	13.29	Hourly
Library Director	Welte, Liane	46,642.44	Annually
Assistant Librarian	Pace, Terri	15.78	Hourly
Police Officer	Larkin, Samantha	24.67	Hourly
Police Secretary	Gorsett, Peggy	20.39	Hourly
Chief of Police	Headid, Rich	75,437.81	Annually
Police Officer	Mahlke, Faustin	23.51	Hourly
Police Officer	Jurich, Gregory	19.04	Hourly
Police Officer	Ryan, Andrew	22.99	Hourly
Police Officer	Sharkey, Dustin	29.93	Hourly
Police Officer	Ryan, Stephanie	20.77	Hourly
Police Officer	Wodtke, Isaac	20.66	Hourly
Public Works	Beavers, Danny	22.92	Hourly
Public Works	Beavers, Shane	22.90	Hourly
Public Works Superintendent	Montage, Rusty	65,259.73	Annually
Public Works	Henley, Jesse	19.41	Hourly
Public Works	Watterson, Justin	18.19	Hourly
Public Works	Wolverton, Larry	22.38	Hourly
Public Works	Olson, Gary	14.70	Hourly
Senior Center	Mersch, Patricia	14.78	Hourly

As required by SDCL 6-1-10, the following is a list of the December 2019 payroll by department:

Finance/Admin	\$16,998.86
Library	\$7,632.07
Police	\$40,990.92
Public Works	\$31,257.71

Approved

Randy Fredericksen, Mayor

Attested

Mike Hamm, City Finance Officer



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: Convention Hall 2020 Special Events Alcohol Licenses

Background: The North Sioux City Fire Department submits a request for approval to host special events with alcohol sales on an annual basis. This is normally given for the dates they provide to the City. This type of licensing does not require an alcohol licenses but does require a public hearing.

Dates requested are attached

Financial Consideration: None

Recommendation: Administration would recommend the approval of the alcohol licenses for the dates attached for the North Sioux City Fire Department Convention Hall.

2020

The North Sioux City Fire Department event days for the North Sioux City Convention center Bar events,

February 29

March 7,14,21,28

April 4,11,25

May 1,2,8,9,15,16,23,30

June 6,13,20,27

July 3,4,10,11,18,25,31

Aug 1,8,15,22,29

Sept 5,12,19,26

Oct 3,10,17,24,31

Nov 7,14,21,28

Dec 5,12,19



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: Gary Roan Agreement

Background: The Council had asked for a new updated agreement to be in place with Gary Roan. City Attorney Darrell Jesse has reviewed this contract. The amounts are the same as the 2009 agreement.

Financial Consideration: None

Recommendation: The administration would recommend approval.

INDEPENDENT CONTRACTOR AGREEMENT

THIS Independent Contractor Agreement made and entered into this ____ day of _____, 2020, with an effective date of _____, 2020 by and between the CITY OF NORTH SIOUX CITY, a South Dakota municipal corporation, hereinafter referred to as "CITY" and Gary Roan d/b/a GARY ROAN CONSTRUCTION, INC., hereinafter referred to as "ROAN CONSTRUCTION".

WITNESSETH:

WHEREAS, CITY has a need for professional building inspection services for residential and commercial structures to be performed within the boundaries of the CITY;

WHEREAS, Gary Roan d/b/a ROAN CONSTRUCTION, INC. has expertise and experience in the contracting, building construction and building inspection areas and are able to perform the duties under this contract independently, and free from control or direction, and

WHEREAS, the parties hereto desire to enter into an independent contractor arrangement;

NOW, THEREFORE, FOR AND IN CONSIDERATION of their mutual promises and covenants, the sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Independent Contractor Relationship. CITY will not exercise any independent dominion or control over ROAN CONSTRUCTION'S services and ROAN CONSTRUCTION acknowledges that by accepting this arrangement, it is obligated and responsible independently to accomplish the building code inspection services for residential and commercial buildings within the boundaries of the CITY on an as needed basis.
2. Compensation. CITY agrees to pay ROAN CONSTRUCTION a sum of Forty Dollars (\$40.00) per inspection, defined as footing, framing or finish inspections. Further CITY agrees to pay ROAN CONSTRUCTION Fifty Dollars (\$50.00) for attendance at Planning and Zoning Commission meetings. Said payments shall be payable by the CITY on a quarterly basis upon receipt of an itemized invoice from ROAN CONSTRUCTION.

ROAN CONSTRUCTION and Gary Roan individually specifically acknowledges that this is 1099 income and no withholding is required, and Gary Roan individually or through ROAN CONSTRUCTION will report independently on their income tax return earnings paid under the terms of this Independent Contractor Agreement and pay any all taxes associated therewith.

3. Performance. ROAN CONSTRUCTION agrees to perform inspection services upon request for new and remodeled, residential and commercial buildings located within the boundaries of the CITY, to include at a minimum footing, framing and final inspections, the timing of which are to be determined in ROAN CONSTRUCTION'S discretion. Said inspections are to ensure the construction complies with the International Building Code and any related codes as adopted by the CITY via ordinance.
4. Supplies/Costs. ROAN CONSTRUCTION acknowledges that any vehicle, and all supplies, equipment or other out-of-pocket expenses necessary to perform the services outlined herein will be provided solely by ROAN CONSTRUCTION at its expense.
5. Termination. Either party may terminate this agreement in their sole discretion and without cause upon thirty (30) days written notice.
6. Other Contracts. CITY acknowledges that ROAN CONSTRUCTION is in no way restricted by this agreement to provide the same or similar services to the general public, other municipalities or other public bodies.
7. Indemnification/Hold Harmless. ROAN CONSTRUCTION and Gary Roan individually agree to indemnify and hold CITY harmless for any and all liabilities arising out of the performance of this Agreement relating to all employee matters, employee payroll taxes, and the payment of all applicable federal, state and local taxes, including but not limited to workers compensation claims, unemployment insurance claims or mandated benefits related to any alleged employment, federal, state or local taxes, interest and any and all fines.
8. Insurance. The CITY hereby agrees to pay the sum of One Hundred Twenty Five Dollars (\$125.00) per month to ROAN CONSTRUCTION for purposes of paying premiums for a liability insurance policy. This premium reimbursement may be adjusted annually by mutual agreement of the parties. The CITY shall not carry ROAN CONSTRUCTION on its insurance policy.

Further, in January of each year this Agreement is in effect ROAN CONSTRUCTION shall provide a copy of an ACORD insurance binder to CITY reflecting proof of said insurance insuring the services provided under this Agreement by ROAN CONSTRUCTION.

9. Benefits. ROAN CONSTRUCTION acknowledges that no benefits will be provided under this contract, including but not limited to health insurance, life insurance, disability insurance, or other statutory benefits required to be provided by an employer, such as workers' compensation insurance and unemployment insurance.

Dated this _____ day of January, 2020.

CITY OF NORTH SIOUX CITY

BY: _____
Randy Fredericksen, Mayor

ATTEST: _____
Michael Hamm, Finance Officer

GARY ROAN CONSTRUCTION, INC.

BY: _____
Gary Roan, President

Gary Roan, Individually



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm – City Finance Officer
Date: 1/21/2020
Re: Resolution 2020-01 Appointment of Applicant Agent

Background: Sara Lum from SECOG sent an email stating that this was a requirement for the Hazard Mitigation Grant Program for the Generator Project.

Financial Consideration: None

Recommendation: Administration would recommend approval.

RESOLUTION
APPOINTMENT OF APPLICANT AGENT

For the
Hazard Mitigation Grant Program

WHEREAS, the City of North Sioux City is submitting a Hazard Mitigation Grant project to the Federal Emergency Management Agency and the State of South Dakota; and

WHEREAS, the City of North Sioux City is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

NOW THEREFORE BE IT RESOLVED that the City of North Sioux City appoints _____ as the authorized Applicant Agent. Dated this ____ day of _____, 2020.

Appointing Authority

Name: _____

Title: _____

Signed: _____ Date: _____

Appointed Agent

Name: _____

Title: _____

Signed: _____ Date: _____



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: National League of Cities Service Line Contract

Background: At a previous meeting the Council stated they would like to move forward with the National League of Cities Service Line Repair contract. As has been previously stated the program offers homeowners an insurance policy on their individual sewer and water lines.

The city would provide information to the company for addresses and would allow for them to use our logo in their mailing materials. The cost of the products are listed on page 6 of the agreement as well as the license fee amount. This is a three-year contract with the organization.

This program is a service that residents can use to protect their home and lines. The program is voluntary and no one is obligated to purchase a policy with the company.

At the January 6th, 2020 meeting the Council requested to change the agreement so the City does not receive any money from the premiums and to put that money towards the premiums residents pay. This current agreement includes those reductions.

City Attorney Darrell Jesse has reviewed the contract.

Financial Consideration: None

Recommendation: The administration would recommend approval.

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of North Sioux City, a South Dakota municipal corporation ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement may be renewed by mutual agreement of the Parties in writing (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**"). In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

5. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

6. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for

all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

7. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: City Administrator
City of North Sioux City
504 River DR
North Sioux City, SD 57049-3007
Phone: (605) 232-4276

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

8. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

9. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

10. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

11. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of South Dakota, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

12. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and

year first written above.

CITY OF NORTH SIOUX CITY

Name: Randy Fredericksen

Title:

Mayor

Attest:

Name: Mike Ham

ITS: Finance Officer

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of North Sioux City
Term Sheet
November 21, 2019

I. Initial Term. Three years

II. License Conditions. City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:

- a. External water service line plan (initially, \$5.25 per month)
- b. External sewer/septic line plan (initially, \$7.25 per month)
- c. Interior plumbing and drainage plan (initially, \$9.49 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the external wall of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: North Sioux City Transportation Agreement 2020

Background: The current agreement with Sioux City expired on December 31st, 2019. This new agreement is updated to include a 3% annual increase. The 2020 request is \$25,328.00

City Attorney Darrell Jesse has reviewed the contract.

Financial Consideration: None

Recommendation: The administration would recommend approval.

CONTRACT FOR TRANSPORTATION SERVICES
BETWEEN CITY OF NORTH SIOUX CITY, SOUTH DAKOTA
AND CITY OF SIOUX CITY, IOWA

This Agreement, made this ____ day of ____, 2020 is by and between the City of Sioux City, operating a municipal Transit System (hereinafter "Carrier") and the City of North Sioux City, South Dakota.

WITNESSETH:

1. Carrier agrees to provide public transportation to the residents of North Sioux City, South Dakota in the form of motor bus transportation service, to, from, and within North Sioux City, South Dakota, for a period of one (1) year, commencing on the 1st day of January, 2020 and ending on the 31st day of December, 2020 unless terminated prior thereto pursuant to Part No. 7 hereof.
2. In providing public transportation services to the residents of North Sioux City, South Dakota, Carrier agrees to provide bus service in accordance with the attached schedule and route map (Attachment 1). Revisions of this schedule or service may be made; however, upon the mutual written agreement between the City of North Sioux City and the Carrier. The City of North Sioux City shall not unreasonably withhold its consent.
3. Carrier further agrees (a) to maintain all transit service related records necessary for the City of North Sioux City to fulfill contractual agreements and to maintain these records in a form acceptable to the City of North Sioux City; (b) to submit reports as required by the City of North Sioux City; and (c) to allow the City of North Sioux City or their agent to audit (1) equipment used to provide service, and (2) records of the service provided, to residents of North Sioux City, South Dakota.
4. Hold Harmless. Carrier agrees to hold harmless and indemnify the City of North Sioux City, South Dakota from and against any and all losses or liability incurred by the Carrier or the City of North Sioux City, South Dakota on account of the provision of public transportation services pursuant to this Agreement, save for those losses occasioned by acts of negligence committed or suffered to occur by the City of North Sioux City which proximately result in injury to Carrier's employees and/or property, passengers on Carrier's buses, or third parties.

5. Fares and Subsidies. The parties hereto mutually agree to the following fares per passenger ride originating and/or terminating in North Sioux City. Effective July 1, 2010:

Cash Fare	\$ 1.80
Adult Monthly Ticket	\$48.00
Weekly Ticket	\$18.00
Tokens (20 per roll)	\$31.00
Student 10 - Ride Punch Ticket	\$15.50
Student / Youth Cash Fare	\$ 1.55
Under 5 (Accompanied by Adult)	Free
Transfers	Free
* Disabled/Senior Monthly Ticket	\$42.00
* Senior Citizen/Disabled 10-Ride Punch Ticket	\$ 9.00
* Cash Fare for Disabled and Senior Citizen	\$.90

* Restricted to Persons with Disabilities and Senior Citizens 62 or older
Paratransit Fare \$3.60 **

** FTA allowable Paratransit Fare is no more than two times the regular fixed route cost \$1.80 X 2 = \$3.60. The Paratransit demand response service for the period of this agreement is through a third-party carrier agreement with Siouxland Regional Transit System (SRTS). The SRTS price is currently \$25.50 per ride effective July 1, 2018. A three-year SRTS Contract commenced July 1, 2017.

Recognizing that passenger fares will not generate sufficient revenues to pay for the provision of public transportation services to the residents of North Sioux City, South Dakota, and as further consideration for the provision of said service, the City of North Sioux City hereby agrees to compensate Carrier in the amount of \$25,328.00 annually, payable to Carrier in January 2020.

6. Conflict of Interest. The parties mutually agree to avoid conflicts of interest in the negotiation of this Agreement, in the performance of this Agreement and in the provision of said public transportation service, in the payment of the local subsidy, and in the application for and payment of the state matching funds subsidy.

7. Amendment, Renewal, Termination, and Interpretation. The parties hereto mutually agree that this Agreement is amendable at any time, and renewable annually, only upon the mutual consent of the parties, and is terminable by either party upon the mutual consent of the parties, and is terminable by either party upon ninety (90) days written notice of termination.

The parties mutually agree that this agreement shall be governed by the Laws of the State of Iowa in the determination of its validity, construction, interpretation and effect; and that as to the determination of these matters between the parties, resort shall be had to Woodbury County District Court.

8. It is the intent of the parties that nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Carrier or the City of North Sioux City, South Dakota.

CITY OF SIOUX CITY, IOWA

CITY OF NORTH SIOUX CITY, SOUTH
DAKOTA

Robert E. Scott

Randy Fredericksen

Title

Title

Date

Date



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: Purchase of a Maintenance Truck

Background: Rusty has a quote for the new maintenance truck. The quote came in at \$31,118 without the full front seat with center console which is estimated to be around an additional \$500. Total cost would be estimated at \$31,618. There is a current budget of \$30,000 for this.

Financial Consideration: Additional cost of \$1,618.00

Recommendation: The administration would recommend approval.

January _____, 2020

Woodhouse Chrysler Dodge Jeep and Ram.
Atten: Lee Bobier (Fleet Sales)
2101 6th Street
Sioux City, IA 51101

Dear Mr. Bobier,

The North Sioux City Council have approved through the budget process the purchase of one 2020 Dodge Ram 1500 Crew Cab 4x4 pickup – Special Service Package, for the City Maintenance Shop. We would ask that the vehicle be **“White”** in color, with the following options listed on State Bid:

Base purchase price of 2020 Dodge Ram 1500—Special Service is \$27,338.00.

Options requested:

1. 110-volt accessory outlet \$295
2. Integrated bedside cargo box if available \$1895
3. Street Appearance Package \$995
4. Class IV Receiver Hitch \$595
5. Full front seat with Center Console \$

The City of North Sioux City, SD would like to order from South Dakota State Contract #17345, or Iowa State Bid at the same price as South Dakota State Bid, with the above listed options. This purchase is approved for January 1, 2020. The North Sioux City Council would ask the delivery order and billing date after January 1, 2020.

Total Price \$31,118.00

If you have any questions please feel free to give me a call anytime.

Sincerely,

Rusty Montagne, Super Intendant of Maintenance Shop
City of North Sioux City, SD
(712) 203-1799. Cell



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: HueLife for City Administrator Search

Background: Attached is the contract with HueLife for the City Administrator search.

Financial Consideration: \$16,500 for the search fee and reimbursed expenses not to exceed \$5,000

Recommendation: The administration would recommend approval.

NORTH SIOUX CITY CITY ADMINISTRATOR SEARCH

**A proposal for assisting the Community of North Sioux City in the
recruitment and hiring of a City Administrator.**



Submitted by: Dr. Richard Fursman
HueLife

Organization Development and Leadership

5775 Wayzata Blvd #700 | St. Louis Park, MN 55416 |
651.338.2533 | richardfursman@gmail.com





January 9, 2020

Mayor Randy Fredericksen
North Sioux City

RE: Proposal for City Administrator Executive Search

Dear Mayor Fredericksen and Council:

On behalf of our team at Huelife, I would like to extend our appreciation for the invitation to submit a proposal to assist you and the citizens of North Sioux City in the recruitment and selection of your next City Administrator. Picking the City's Administrator is one of the most important functions you will undertake together. We trust our process, experience, and commitment to you will result in the highest quality and best possible search.

Richard Fursman will be assuming responsibility for the search. Richard has been helping communities for over 10 years in executive search efforts for administrative positions throughout the United States (primarily the Midwest). Company project manager/executive assistant, Megan Jacobson, will be assisting with the search with over 8 years of executive search experience. Our team has conducted over 500 executive searches for administrative positions throughout the Country.

We will work closely with you to understand your needs and organization culture, so the individuals recruited have the qualities and skills to be successful.

Included with this Letter of Interest are biographies, a select clients list, an estimated timeframe to complete the project and estimated expenses. We are proud of our relationship with local communities and would very much enjoy engaging with you on this vital recruitment.

Thank you again for your consideration.

Very truly yours,

A handwritten signature in cursive script that reads 'Richard Fursman'.

Dr. Richard Fursman Ed. D.
President
5775 Wayzata Blvd #700
St. Louis Park, MN 55416

For additional information about Huelife, please visit www.hue.life



Introduction

Statement of Understanding

The *City of North Sioux City* is reviewing options in preparation for the hiring of a City Administrator. It will be the responsibility of the consultant to manage expectations, provide expert guidance, and take careful note of the information provided through the individual council members and the organization as a whole.

Firm Experience Brief history

Founded 1991

Founded by Jim Brimeyer in 1991, Brimeyer Fursman, LLC (now HueLife) is headquartered in the Twin Cities of Minnesota. Current company president, Dr. Richard Fursman has undertaken scores of similar projects in Minnesota, Iowa, Wisconsin, Nebraska, Alaska and South Dakota. During those searches they successfully implemented recruitment strategies, demonstrating expertise in candidate assessment and the development of a selection process that addresses the needs of the organization and the entire community.

Richard has completed over 150 management searches in the Midwest. Partnering with other team-members, he has assisted over 200 organizations in other Organization Development efforts. HueLife is now the industry leader in the process of "Onboarding" or preparing the Organization and new Administrator for transition, to ensure the best possible start. We take great care of our client's needs and concerns not only as the process unfolds, but also through the new City Administrator's entry and transition.

Current City Executive Search Engagements

The firm currently has one pending search engagement with a city seeking an HR professional.

Similar Searches 2011-2018

Some of the more recent executive level searches include the cities of Ada, Little Canada, Gaylord, Bayport, Otsego, Bloomington, Sandstone, Eagan, St. Louis Park, Stillwater, Victoria, Vadnais Heights, Apple Valley, Woodbury, Detroit Lakes, St. Cloud, Minnetonka, Hopkins, Worthington Minnesota; Le Mars, Okoboji, Maquoketa, Clinton, Nevada, Waverly, Ottumwa, Sioux City, and Centerville, Iowa; New Richmond and Kimberly, Wisconsin; and, Petersburg, Alaska.

Search Approach

Approach and Services Overview

Our approach to executive search promotes maximum input from the Mayor and Council, staff, and citizens in the search process. We help guide the process, but *you* are the final authority in the selection of candidates. We maintain continual contact with the client throughout the search and keep the candidates informed as the search progresses. In addition to our milestone meetings with the Mayor and City Council, we will provide periodic updates to keep you informed of our progress. Huelife is committed to accurately portraying all candidates to the City. Likewise, we strive to accurately represent the position to candidates to prevent unrealistic expectations.

Scope of Services Summary (Executive Search)

Phase I <i>Organization Assessment and Develop Position Profile</i>	Meet individually with the Mayor and Council, Department Heads, and key staff. Meet with selected representatives from the community and/or conduct public forums. Develop and present Position Profile.
Phase II <i>Recruitment of Best Candidates</i>	<ul style="list-style-type: none"> • Place announcements • Direct recruiting program • Collect and review resumes • Interview semi-finalists/Screen and evaluate • Prepare and present progress report • Assist elected board with the selection of top 5 candidates for interviews • Personality/Management Profile
Phase III <i>Interview Preparations and Event</i>	<ul style="list-style-type: none"> • Coordinate candidates' interviews • Prepare schedule, questions, review sheets • Monitor interviews and facilitate candidate review session • Develop compensation package • Assist with negotiations • Reference checks - credential verification - credit report - criminal and civil records checks
Optional Services	
Phase IV <i>Onboarding</i>	<ul style="list-style-type: none"> • Onboarding: Socialization process to assist new and existing leadership with the transition to a new City Administrator.
Follow-up	<ul style="list-style-type: none"> • 6 months following the Administrator's start, we assist in conducting a review.

Detailed Plan of Action Steps and Services Provided by Huelife

Phase I Organization Assessment

Each search process begins with a careful assessment of the current state of the organization. This evaluation is used when the position profile is established to ensure applicants are screened according to the needs and established norms of the organization. You will be asked how much if any, change in direction is hoped for with the new City Administrator. Candidates are screened for fit and capacity according to your requirements discovered during the process.

Assessment areas typically include organizational procedures, structure, systems and policies, culture, staff capacity, leadership and management philosophy, and previous experiences. Four methods may be used to gather information for assessment:

1. Interviews
2. Focus Groups
3. Questionnaires
4. Review of artifacts

Employee & Citizen Engagement



Engaging as many stakeholders as possible in this first step of the process will provide an impetus for change needed and prepare the organization for the transition in leadership.

Members of our team have extensive training through the Institute of Cultural Affairs on facilitating community discussions. A critical success factor of the search is identifying community priorities and the environment in which the Administrator must function. *We encourage meetings with citizens to further assess the climate of the community with the use of forums and individual interviews.*

Establishing and Evaluating Expectations

A successful search has a thorough definition and agreement by the Mayor and City Council on each aspect of the position. During this initial phase, our consultants will meet collectively and individually with the Mayor and City Council members, Department Directors and Administrators, and key staff to learn more about your goals and objectives. Critical factors to be determined include position responsibility and authority; reporting relationships; educational and experience requirements; personal and leadership qualities; and management style. We will carefully review your expectations and provide industry tested feedback. We will discuss pay expectations, the available talent pool, organization fit, and others that come up during the profile formation.

Organizational Review *Coordinated with Administrator Search*

An organizational review and City Administrator search should be a coordinated process whose elements happen together. The information from the organizational review/assessment is essential for the successful recruitment of the new City Administrator. The same analysis becomes the foundation for a plan of action for the new City Administrator once they start.

"Mini" Culture Audit

"Mini" Culture Audit: Our highly credentialed and experienced Organization Development professionals understand that when a CEO or Administrator leaves, there is often heightened anxiety and work interruptions as people adjust. The areas impacting behavior are communication & expectations, environment, time, and group relations (power issues). The mini culture audit is used to help determine how to best recruit candidates for fit to create a positive work environment.

Position Profile – Recruiting Platform



We will pay considerable attention to establishing organizational goals and priorities for the position. The identification of priorities serves a two-fold purpose: it assists the hiring authority in developing a consensus on what is important for the organization and it alerts potential candidates to the important issues of the organization.

After drafting the Profile, we will meet with the Mayor and City Council as a group to discuss the critical specifications of the position. A great deal of emphasis placed on the agreement of this analysis. Without this information, it is difficult to determine how potential candidates will affect the City's plans and organizational team. The final Position Profile, after approval by the Mayor and City Council, becomes the document against which we evaluate prospective candidates.

**PHASE II
Develop and
Implement an
Approved Recruitment
Plan**

The Position Profile serves as the primary recruitment tool as a means of identifying the scope of the position and highlighting the unique characteristics and qualities of the community. Once the Profile is approved, we will prepare and conduct a comprehensive program to contact candidates and determine sources of candidates.

**Place Announcements
Recruit Candidates**

In addition to placing announcements in the appropriate professional and trade journals, we will announce the position on appropriate web sites and the Profile will be featured on the HueLife web site with a link to the City of North Sioux City official web site. We will utilize our local, regional, and national contacts to identify potential candidates. We will identify comparable organizations where key individuals will be contacted.

Recruitment Ads

- ICMA: International City
Managers Association*
- Gov't Jobs*
- Linked-IN*
- HueLife Web Page*
- Iowa and SD League of
Cities*
- Neighboring Leagues*

Often, we are able to identify candidates from similar assignments who may be appropriate for the position. ***Sometimes the most qualified candidates are often not in the job market and do not respond to traditional advertising; therefore, we will directly recruit specific individuals with established patterns of talent, stability, and success through direct visits, calls, and mailings.***

**Accept and
Acknowledge
Applications**

HueLife will take responsibility for accepting and collecting applications and acknowledgments. We will maintain transparency and provide continual updates to the city and candidates as each step in the process proceeds. We take great care to treat all candidates with the greatest respect on behalf of the firm and Eureka.

**Review Resumes and
Screen Candidates**



Following the application deadline, we will screen each applicant's experience and background against the Position Profile. After evaluating and comparing each application, we will compile a list of candidates for further consideration. We will conduct one-on-one interviews with the most promising individuals. Our staff will make every effort to conduct face-to-face interviews with these candidates. ***Our in-depth evaluation and appraisal techniques*** will cover issues such as work experience, education, professional development and achievement, career objectives, accomplishments, suitability, and specific interest in the position. We will pay close attention to the management style that most closely reflects the needs of the organization.

Assessment Tools

Cover letter & resume review
Short essays on topics related
to the position
Writing samples
Summary of accomplishments
Insights management profile
One-on-one interviews
360 Degree Reference Review
Full Credit Report
Credential Check
Criminal Check

We use a variety of techniques to “discover” the candidates who will have the greatest chance of success. Research shows that past performance is the greatest indicator of future success. We spend a great deal of time reviewing the accomplishments and lessons learned on mistakes with each candidate. Additionally, we profile management styles and capabilities of each candidate through testing and interviews.



Huelife is authorized to administer the **Insights Discovery Personality Profile System**. The results will cover motivation and behavior patterns, management strategies, identification and management of conflict areas. The City will gain insights into the strengths, management style, and key communication styles for each finalist candidate.

Progress Report TOP 10-12

Once interviews are complete, we will select the most qualified individuals to present to the Mayor and City Council. We will prepare a **Progress Report that will provide information on ten candidates whose backgrounds most closely meet the requirements of the position.** This Progress Report will provide specific information on:

- Educational and work history
- Accomplishments and growth potential
- Strengths and possible limitations
- Skills and performance history related to the position
- Personality and decision-making profile

We will deliver this report and personally review it with the Mayor and City Council. Five or six candidates will be selected for further consideration based on the review. We will propose a schedule for interviewing the candidates and discuss the compensation expectations of the Mayor and City Council once the finalists are selected.

PHASE III Coordinate and Conduct Final Interviews

Reference and Credential Checks

360 Review: Prior to the interviews, *we will conduct discreet reference checks on the finalist candidates.* We will talk with peers and former associates of these candidates. We will speak with individuals who are, or have been, in positions to directly evaluate the candidates' job performance. We will verify the finalist candidates' credentials through educational, criminal, and credit checks.

Final Interview and Selection Process



- Resumes, cover letters, and reference reports will be provided on each candidate prior to the interview.
- We will also provide the Mayor and City Council with a list of suggested interview questions and evaluation forms.
- We will discuss the proposed procedures to be used in the interview process.
- Our suggested interview schedule will allow the candidates to get acquainted with the community and community leaders and to visit with the Mayor and City Council and the staff in informal settings.
- We culminate the process with individual and group interviews.
- If possible, all interviews will be scheduled within a period of two days depending upon the desire of the Mayor and City Council.
- A consultant will be present at each interview.

Council/Panel Interview Preparation

Before the interview process begins, we will review all protocols and discuss the motivational forces guiding your interpretation of candidates. This is especially strong at the unconscious level with biases in the interview process, including:

- *Leniency/ Strictness Bias*
- *Halo Effect*
- *Horns Effect*
- *Similarity Effect*
- *Appraiser Biases*
- *Primacy Effect*
- *Contrast Effect*

Selection

After the interviews, we will meet with the Mayor and City Council to review the candidates using an ORID (Objective, Reflective, Interpretive, and Decisional) evaluation tool to assist in determining the top candidate. The consultant will assist in this process to the extent requested by the Mayor and City Council. *We take responsibility for notifying all unsuccessful candidates each time the candidate pool is narrowed down.*

**Negotiating
Compensation Package**

Huelife, will take great care that North Sioux City secures acceptance from the most desired individual. We will participate in the final negotiations. If any concerns arise in the final hour, by working as a third-party intermediary we can resolve important details of the offer which may have significant bearing on its final acceptance or rejection. We will negotiate the terms and conditions of employment and prepare a Letter of Agreement on behalf of North Sioux City with the selected candidate.

**Additional Support
Services**

If requested by the City, Huelife, will act as a spokesperson with the media to maintain the integrity of the selection process and to protect the confidentiality and privacy of the candidates who are not hired.

- Family issues and dual career households are factors that influence an individual's decision to change jobs. We address circumstances arising from a job change including spouse careers, real estate issues, family concerns, and relocation details.
- After the candidate is employed, we will follow up with both North Sioux City and the candidate to insure a smooth transition and satisfactory completion of the assignment. This follow-up contact is intended to identify potential issues early so that adjustments can be made, if necessary.

**Phase IV
Onboarding - Preparing
for change**

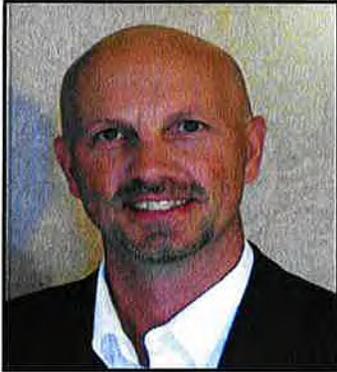


Onboarding is a process focused on the integration of new senior-level managers into an organization. The goal is to *prepare Managers to succeed in their jobs as quickly as possible*. Huelife will meet with the directors and key staff, Mayor and City Council and the new City Administrator to discuss and plan for the adjustments that naturally occur during periods of transition. This is particularly helpful to staff as they learn to work with their new supervisor. Items covered include effective communication, setting expectations, clarification of roles and responsibilities, a review of the culture and other norms.

**FOLLOW UP
Performance Review**

If requested by the Mayor and City Council, we will assist in conducting a performance evaluation of the selected City Administrator between six and twelve months of employment. We will develop a Work Program that will contain objectives for the City Administrator to accomplish in the ensuing six to twelve months.

Consultant for Your Search



Richard will be the lead consultant on the project and will be involved in all aspects of the search.

Dr. Richard Fursman, President: Richard started doing executive recruitment in 2007 and has conducted 200+ searches over that time period. Richard has 25 years of senior management experience in local government, most recently as the City Manager of Maplewood, Minnesota. Richard earned his Doctorate in Organization Development as well as his Bachelor of Arts in Economics from the University of St. Thomas and his Master of Arts degree in Urban and Regional Affairs from Mankato State University.

Richard is an Adjunct Faculty at the University of St. Thomas. He was awarded the title of Credentialed Manager by the International City/County Management Association. Richard is a past board member of the Minnesota City/County Management Association, a member of Rotary International, and past President of the Minnesota Metropolitan Manager's Association. Richard has conducted numerous strategic planning retreats and consults with municipalities and non-profits on reorganization and change management in the USA and Abroad.



Sample Time Table
The sample time table is to provide a conceptual framework. HueLife will work with the City to develop the schedule.

Huelife will work with the Council on the timing of the search. *We will work closely with you to work through scheduling difficulties.* The following serves as an *example* that will be altered to fit everyone's schedules.

Highlighted activities require full Council participation

Authorization to proceed	January 6, 2020
Survey sent to council and staff	January 20
Profile Data Collection (with interviews of Council, Community, Staff)	January 27
Approve Position Profile	Feb 3
Start Recruitment	Feb 4
Deadline for Applications	March 2
Screen and Review Candidates	March 3-10
Progress Report/Select Finalists	March 16
Reference and Credential Checks	March 16-
Interviews	March 27 and 28
Start of New Administrator	End of April
Onboarding Session with New Administrator and Council	At start



Fee Quotation Executive search process overview and fees	
Search Fee	\$16,500
Phase I Develop Position Profile	
<ul style="list-style-type: none"> • Meet individually with the Mayor and City Council, Department Heads, and key staff • Meet with selected representatives from the community and/or conduct public forum • Develop and present Profile 	\$5,000
Phase II Recruit and Screen Candidates	
<ul style="list-style-type: none"> • Place Announcements • Direct Recruiting, Send Profiles • Review Resumes • Screen and evaluate candidates • Prepare and present Progress Report (progress report will be delivered in person and contain profiles of 10-12 candidates who demonstrate the best fit. <i>Here the council selects the top 5 for interviews.</i>) 	\$6,500
Phase III Interviews	
<ul style="list-style-type: none"> • Schedule and coordinate candidates' interviews with the City • Develop Interview questions • Participate in interviews • Develop compensation package • Participate in negotiations • Personal Management Style Profile Assessment 	\$5,000
Expenses: Typical expenses include copies and supplies, position advertising (League Web Sites, ICMA, City Managers Association, Linked-IN – Mileage and Management Profiles.	Not to Exceed \$5,000
<i>This does not cover costs associated with bringing in candidates from outside the area in the event the City would interview someone from out of State.</i>	



**Optional Services
Background Checks**

Phase IIIa. Background Checks <i>(This is done before the interview)</i>	\$650 per Candidate
<ul style="list-style-type: none"> • Reference checks • Credential verification • Credit Report • Criminal Background Report 	

POST HIRE OPTIONS

Phase IV: Additional services after the Administrator is hired	\$950
<i>Onboarding: If the council desires, we will facilitate onboarding of the new Administrator to help clarify roles, expectations and reveal important practices of the operation. This is done with the council and staff and is planned during the first week or two the Administrator is on the job.</i>	+ mileage/travel expenses and copies

Phase V: Administrator Review: This is completed approximately 6 months after start of employment	\$950 + mileage/travel expenses and copies
--	---

Payment Policy: Our payment policy is one-third of the total fee due upon signing this agreement; one-third after presentation of the Progress Report; and the balance due 10 days after the search has successfully been completed, whether the agreement is oral or written. In the event the City Council terminates this agreement during the search, we will retain the progress payments to that point.

Dr. Richard Fursman, Owner Date
Huelife

Mayor Randy Fredericksen Date
North Sioux City, SD



Related References

City of Stillwater, MN (Population 18,500)

Filled December 2014

Position Filled: City Administrator (Hired Tom McCarty)

Applicants received - 53

Contact: Mayor Ted Kozlowski

Phone: 651-300-4993

tkozlowski@ci.stillwater.mn.us

City of Bloomington, MN (Population: 87,000)

Community Development Director

Position Filled 2018. (Hired Eric Johnson)

31 Applicants

Contact: Jammie Verbrugge City Manager

Phone (952) 563-8700

citymanager@bloomingtonmn.gov

**Sampling of EXECUTIVE SEARCH
HISTORY 6/2012-2019**

YEAR	CLIENT/ORGNAIZATION	POSITION	STATE	POPULATION
2019	City of Minnetonka	Building Official	MN	53,000
2018	City of Bloomington	Community Development Dir	MN	87,000
2018	City of Bloomington	Golf Course Manager	MN	87,000
2018	City of Grimes	City Manager	IA	15,000
2018	City of Ada	City Administrator	MN	1,700
2018	City of Bloomington	Parks and Rec Director	MN	87,000
2018	City of Little Canada	City Administrator	MN	10,400
2018	City of Victoria	Community Development Dir	MN	8,000
2017	City of Gaylord	City Administrator	MN	2,300
2017	City of Spencer	City Manager	IA	11,500
2017	City of Otsego	City Administrator	MN	15,000
2017	City of Sandstone	City Administrator	MN	2,700
2017	City of Chaska	Park and Recreation Dir	MN	25,000
2017	City of Bayport	City Administrator	MN	3,500
2016	City of Clinton	City Manager	IA	27,000
2016	Three Rivers Park District	Special Counsel	MN	Millions
2016	City of Rosemount	City Administrator	MN	25,000
2016	City of Minnetonka	HR Director	MN	51,000
2016	City of Bloomington	City Attorney	MN	87,000
2015	City of Ottumwa	City Administrator	IA	25,000
2015	City of Minnetonka	Building Official	MN	51,000
2015	City of Apple Valley	Public Works Director	MN	50,000
2015	City of Woodbury	Building Official	MN	68,000
2015	City of Worthington	City Administrator	MN	13,000
2014	City of Stillwater	City Administrator	MN	18,500
2014	City of Victoria	City Manger	MN	8,000
2014	City of Victoria	Community Dev. Director	MN	8,000
2014	City of Independence	City Manager	IA	6,000
2014	City of Waukee	Chief of Police	IA	16,000
2013	City of Arlington	City Administrator	MN	2,233
2013	City of Centerville	City Administrator	IA	5,500
2013	City of Charles City	City Administrator	IA	7,700
2013	Borough of Petersburg	Chief of Police	AK	3,273
2013	City of St. Louis Park	Fire Chief	MN	45,000
2013	Lincoln Pipestone Rural Water	CEO	MN	4,250
2013	Wabasha County	County Administrator	MN	21,482
2012	City of Apple Valley	Chief of Police	MN	50,000
2012	City of Eagan	City Administrator	MN	64,200
2012	City of Eagan	Finance Director	MN	64,200
2012	City of Eagan	Director of Public Works	MN	64,200



To: North Sioux City, City Council
From: Greg Meyer
Date: 1/21/2020
Re: Wastewater Treatment Agreement

Background:

Mayor Fredericksen, Rusty Montagne, Darrell Jesse, Ethan Joy, and I met with Mark Simms (Utilities Director) and Nicole DuBois (City Attorney) last Friday (January 10, 2010) to discuss the proposed Wastewater Treatment Agreement. As Mark had another commitment, our meeting was limited to 75 minutes. As both Rusty and I have just learned about this issue, we are trying to learn as much as possible in a very short time.

As time was limited, our discussion was limited to the following items:

- 1.) Sioux City has allocated the wastewater treatment capacity using the present rated capacity of the wastewater treatment facility. North Sioux City is allocated 700,000 gpd and presently pumps about 600,000 gpd to Sioux City. The proposed agreement has a "Reopener" clause which starts if NSC exceeds 90% of the allocated parameters for three consecutive months. There is an industry that is indicating they will increase flows by an amount sufficient to exceed the limited 630,000 gpd ($700,000 \text{ gpd} * 90\%$). South Sioux City is proceeding with a WWTP to treat their industrial waste. Sioux City indicates they can increase their rated capacity by 18% (about 3 mgd), however this may not be available until 2022. Sioux City indicates that EPA has provided them with authorization to amend the agreement with Dakota Dunes which has a contract for up to 1.5 mgd but discharges 0.3 mgd. Mark indicates that if Sioux City can develop additional WWTP capacity, the capacity may be retained for the future use of Sioux City. Sioux City does have a study pending to investigate increasing the rated capacity of the WWTP.
- 2.) Sioux City wants authority to take action against wastewater dischargers within North Sioux City. Sioux City would require North Sioux City to pass ordinances to either be in conformance or be exactly as they exist in Sioux City. This provision would impact the industrial users and food establishments within NSC. Sioux City has an extensive ordinance (10 pages) regarding the installation, maintenance and monitoring of grease traps. Sioux City may be able to perform the grease trap monitoring for an additional fee. Sioux City indicates they have monitored the NSC wastewater and the grease parameter exceeded the limits in 19 of the last 25 samples.
- 3.) Billing of industrial users would become the responsibility of NSC. Sioux City intends to monitor the wastewater discharged from NSC Miller Lift Station and bill NSC for the volume and strength of the waste. Sioux City will continue to sample the industrial users and report the results to NSC. However, NSC must pay for the installation of a monitoring station at Miller Lift Station to continuously monitor some parameters and sample others frequently. If an industrial user discharge is missed by the industry sampler and caught by the NSC sampler some additional sampling to catch the source of additional waste would fall on NSC.

4.) Sioux City has a new "Cost of Service" study to support future rate increases. Sioux City estimates the future rate increases as 10%, 14%, and then annually at 12% until 2024. The average rate increase is about 12% per year.

5.) It appears that North Sioux City could develop another connection point at the Riverside Lift Station which is the route that I previously proposed.

6.) The proposed agreement shifts some of the cost of odor control onto NSC. Presently, the agreement is vague about the allow hydrogen sulfide and the point of measurement. The vague nature of this issue seems to be a possible issue if Sioux City experiences odor downstream and feels the odor is generated in NSC.

7.) The agreement could benefit from further definition of terms used in the agreement.

8.) Presently, the agreement provides for a 30 year term with a rather easy to initiate "Reopener" clause. Nicole indicated the term of the agreement would most likely be shorter than 30 years. To terminate the Agreement NSC must provide Sioux City with a two year notice. However, Sioux City must provide NSC with a five year termination notice.

Financial Consideration:

Recommendation:



Where you want to be!

City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: SUDAS Specifications and design manuals

Background: Greg Meyer would like to discuss with the council implementing the SUDAS Specifications and Design Manuals.

Financial Consideration: None

Recommendation: None

**City
Of
North Sioux City**

**Supplement
to**

**Iowa SUDAS
Design Manual**

2020 Edition

	<i>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of South Dakota</i>
	<i>Gregory C. Meyer</i>
	<i>Date</i>
	<i>South Dakota Registration Number 3163 Expiration Date 1/31/2022 Pages or Sheets covered by this seal: one through ten</i>

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CITY OF NORTH SIOUX CITY
2020 SUPPLEMENT TO THE SUDAS DESIGN MANUAL

January 21, 2020

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CHAPTER 1 GENERAL PROVISIONS

1A GENERAL INFORMATION

1A-1 GENERAL CONDITIONS

A. PURPOSE

(replace) The SUDAS Design Manual has been prepared as a mechanism to implement uniform design standards, procedures, and regulations for the preparation of urban public improvement construction plans. Public improvements are those that meet any of the following:

1. Are initiated, designed, and constructed by or under the supervision of the Jurisdiction as a public improvement and maintained by the Jurisdiction.
2. Are initiated, designed, and constructed by the private owner/developer's private City and contractor. Upon acceptance of the improvements in the local Jurisdiction system, the improvements are maintained by the Jurisdiction.

Those improvements that require review and approval by the Jurisdiction, but will remain under private ownership, shall be required to follow the SUDAS Design Manual and the City of North Sioux City Supplement to the Design Manual. (replace)

CHAPTER 2 STORMWATER

2A-GENERAL INFORMATION

SECTION 2A-1 GENERAL INFORMATION

B. DESIGN FREQUENCIES FOR CONVEYANCE FACILITIES

1. (new) **Intakes:** Intakes should have a minimum capacity to convey a 10-year storm under developed conditions for local streets and minor collectors during the peak flow rate. The City may require 25-year frequency for intakes for major collectors, arterials, expressways, and freeways. (Add)
2. (new) **Storm Sewers:** Storm Sewers should have capacity to convey a 10-year storm under developed conditions within the pipe for local streets and minor collectors. The City may require 25-year frequency for major collectors, arterials, expressways, and freeways. Provisions should be made for the 100-year storm, greater in critical areas, when overland flow is not allowed or available to prevent damaging private property. Storm and/or surface water conveyance easements should be provided to the Jurisdiction. (Add)

2B URBAN HYDROLOGY AND RUNOFF

SECTION 2B-2: RAINFALL AND RUNOFF PERIODS

A. INTRODUCTION

2. (replace) A design event is used as a basis for determining the requirements of new Stormwater improvements or evaluating an existing project. It is presumed that the project will function properly if it can accommodate the design event at full capacity. For economic reasons, some risk of failure is allowed in selection of the design event. This risk is usually related to return period.

To ensure adequate drainage, the City requires drainage reports to be submitted for all major development. The intent of the drainage report is to ensure there is a comprehensive and thorough evaluation of drainage, including the impact of upstream flows and the impact on downstream properties. The scope and extent of the drainage report needs to be correlated with the extent of the drainage concerns for any development. For complex developments the scope and extent of the drainage shall cover but is not limited to significant upstream conditions, significant downstream conditions, and drainage within the development. For smaller developments, or developments not requiring significant storm water drainage analysis, the scope and extent of the drainage report can be tailored to the scope of the drainage issues as approved by the City.

2G DETENTION PRACTICES

SECTION 2G-1: STORM RUNOFF DETENTION

F. DETENTION FACILITIES REQUIREMENTS

1. Earthen Detention
 - b. (replace) Detention bottom cross-slopes to the main detention swale or channel will be 2% minimum. Concrete paved swale or channel bottom (cunette) and subsurface drains is required for slopes less than 0.75%. The Jurisdictional City may require a pilot channel in the detention basin bottom.
 - c. (add) Private detention shall provide a maintenance program to provide detention basin cleanout as requested by the City and at no cost to the City.

CHAPTER 3 SANITARY SEWERS

3C FACILITY DESIGN

SECTION 3C-1: FACILITY DESIGN

F. SIZE OF SEWER PIPE

(replace) Gravity public sewers should not be less than 8 inches in diameter. Minimum size of building sanitary sewer stub shall be 6 inches in diameter for all properties. This size requirement is for pipe in the Right-of-Way only. The size will increase based on the proposed number of fixtures that the sewer stub serves.

L. MANHOLES

1. (replace) **Standard Manhole:** The minimum size for a manhole is 48 inches in diameter. Most Jurisdictions require eccentric manholes with the manhole opening over the centerline of the pipe or on an offset not to exceed 12 inches. The remaining Jurisdictions allow for concentric manholes. Check with Jurisdictional City regarding use of eccentric and concentric manholes and built-in steps. The City of North Sioux City requires the use of eccentric cone top manholes.
6. **Special Manholes:**
 - c. (new) Bolted covers must be specified in the plans when requested by the City or when a manhole is outside of the City ROW.

3D PIPE AND MANHOLE MATERIALS

SECTION 3D-1: PIPE AND MANHOLE MATERIAL

Information in this section is to be used for reference only.

CHAPTER 4: WATER MAINS

4C FACILITY DESIGN

SECTION 4C-1: FACILITY DESIGN

B. WATER MAINS

4. (replace) All Water mains shall be looped at the time of installation.
5. (add) Revise the first sentence to read "Water mains shall have a minimum depth of cover of 6 ft. over the top of pipe.
7. (new) Water mains that are private shall be metered on all private subdivisions property with a city easement. (add)
8. (new) Intersection Connection: An Intersection Connection shall be used to connect every new water main to the existing mains on side streets, extensions, at each end of the new main.
9. (new) All fire line services shall have back flow prevention devices installed.

E. Fire Hydrants

4. (new) Fire Hydrant Assembly shall be included in plans.

CHAPTER 5 ROADWAY DESIGN

5C GEOMETRIC DESIGN CRITERIA

SECTION 5C-1: GEOMETRIC DESIGN TABLES

C. ROADWAY DESIGN TABLES FIGURES 1-5

(replace) The following figures illustrate the location of various design elements of the roadway cross-section as specified in Tables 5C-1.01 and 5C-1.02.

For roadway design and consideration of parking restrictions, Table 5C-1.01 shall be used. Use of Table 5C-1.02 may not be used unless approved by the City.

SECTION 5C-2: GEOMETRIC DESIGN ELEMENTS

R. PAVEMENT THICKNESS

(replace) Refer to Section 5F-1 for pavement thickness determination and design and Table 5C-2.10 for minimum PCC Pavement Thickness and Table 5C-2.11 for minimum HMA Pavement Thickness requirements for the City of North Sioux City.

Table 5C-2.10: Minimum PCC Pavement Thickness Requirements

Street Classification	Pavement Thickness		
	Commercial/ Industrial	Residential or Fringe	Rural
Local	8"	7"	7"
Major/ Minor Collector	9"	8"	7"
Minor Arterial	9" min. or per Special Design (See Section 5F)		
Major Arterial	10" min. or per Special Design (See Section 5F)		

Table 5C-2.11: Minimum HMA Pavement Thickness Requirements

Street Classification	Pavement Thickness		
	Commercial/ Industrial	Residential or Fringe	Rural
Local	9"	8"	8"
Major/ Minor Collector	10"	9"	8"
Minor Arterial	10" min. or per Special Design (See Section 5F)		
Major Arterial	11" min. or per Special Design (See Section 5F)		

5G PCC PAVEMENT THICKNESS

SECTION 5G-2: TYPES OF JOINTS

C. JOINT TYPES

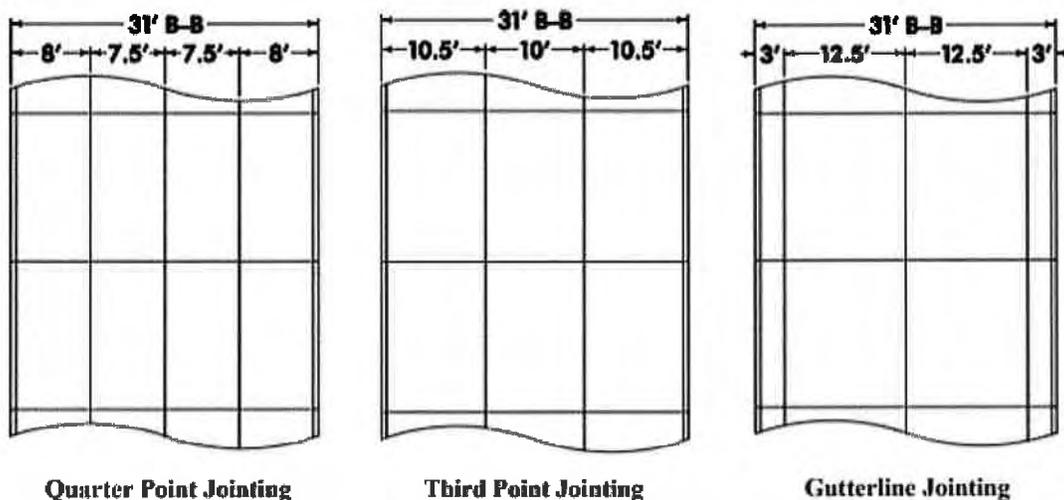
2. Longitudinal Contraction Joints

Replace Figure 5G-2.05 as shown below. North North Sioux City's standard residential street section is 31' wide not 26'. All reconstructs shall be 31-foot B-B.

- a. (delete) **26-Foot B-B Pavement**
- b. (replace) **31-Foot B-B Pavements:** Three Longitudinal joint options for 31-Foot-wide pavements are provided. North North Sioux City's Standard residential street section is 31'. All reconstructs shall be 31-foot B-B unless otherwise specified in the contract documents.
 - 1) Quarter point jointing provides for a centerline longitudinal joint and

- two quarter point joints and is not intended to delineate driving lanes.
- 2) Third point jointing provides three nearly equally spaced panels, without a centerline joint. It typically is used as an option to quarter point jointing to minimize the number of longitudinal joints.
 - 3) Gutterline jointing utilizes a centerline joint and gutterline joints 3 to 3 1/2 feet from the back of curb that delineate driving lanes. This jointing pattern is typically used when the Chapter 5 - Roadway Design Section 5G-2 - Types of Joints 5 Revised: 2018 Edition pavement may be widened in the future, and the delineation of the lanes is desired. Care must be exercised with this option to prevent random cracking at the quarter point. Typically, gutterline jointing is used on streets with pavement thickness greater than or equal to 9 inches.

Figure 5G-2.05: 31 Foot B-B Pavements



5L ACCESS MANAGEMENT

Section 5L-4 Driveway Design Criteria

A. GENERAL

For efficient and safe operations, access drives and minor public street intersections can be improved by the following:

- Smooth vertical geometrics
- Adequate driveway throat width and curb return radii
- Provide adequate sight distance
- Additional egress lane
- Quality driveway construction
- Define the ingress and egress sides of the access drive

Refer to NCHRP Report 659 - Guide for the Geometric Design of Driveways for supplemental information.

Driveways shall not be dowelled into the street. Appendix Detail 05.5L.01 – Driveway Approach with Proper Drainage is a suggested way to do this and shall be noted on the plans as needed.

CHAPTER 6: GEOTECHNICAL

6F Pavement Subbase Design and Construction

Section 6F-1: Pavement Subbase Design and Construction

B. Granular Subbases

5. (replace) **Thickness Requirement:** The minimum subbase depth is to be 12 inches with geotextile lining. A geotechnical report may adjust these minimum requirements.

CHAPTER 7: EROSION AND SEDIMENT CONTROL

7E DESIGN INFORMATION FOR EROSION AND SEDIMENT CONTROL MEASURES

SECTION 7E-24: PERMEANT SEEDING

(new) **City of Sioux City Requirements:** All seeding done within the City limits shall be hydraulically seeded unless otherwise specified on the plans or in the bid documents.

D. MAINTENANCE

(replace) Once the area is seeded, it should not be disturbed and should be protected from traffic. Newly seeded areas should be inspected weekly as part of the overall erosion control inspection, to ensure that grass is growing satisfactorily. Areas that have bare spots, or where erosion has occurred should be re-seeded. Include the following note in plans unless otherwise specified in the bid documents. "All seeding shall be maintained by the contractor until the Jurisdictional City or Inspector confirms that the grass is growing satisfactorily."

CHAPTER 8 PARKING LOTS

8B LAYOUT AND DESIGN

SECTION 8B-1: LAYOUT AND DESIGN

F. PAVEMENT DESIGN

This section is to be used for reference only.

8C SITE PROVISIONS

SECTION 8C-1: SITE PROVISIONS

C. PARKING LOT SETBACK REQUIREMENTS

Delete Section, setback controlled by the City.

CHAPTER 10 STREET TREE CRITERIA

10B STREET TREE DESIGN

SECTION 10B-1 STREET TREE DESIGN

C. LOCATION OUTSIDE PUBLIC RIGHT-OF-WAY

The following criteria are for the location of street trees that are located in the street right-of-way. Jurisdictions may require additional street right-of-way to provide clearances to underground or overhead utilities. The mature tree trunk size should be taken into account when placing the tree. The criterion does not include street trees located within medians. Special designs that meet the required clear zone must be used when locating trees within medians. Where the Jurisdiction does not allow street trees in public right-of-way, the trunk of the tree should be located no closer than 5 feet outside of the public right-of-way line or utility easement line, as long as the horizontal and vertical clear zones as described in Table 5C-1.01 are followed.

CHAPTER 11: STREET LIGHTING

11A GENERAL INFORMATION

SECTION 11A-1: GENERAL INFORMATION

A. GENERAL

1. (new) City of Sioux City General Lighting Requirements
 - a. For cul-de-sacs lighting shall be included at the beginning of the cul-de-sacs intersection and at the end of the block or closed end of the street at a minimum.
 - b. All lights shall be LED.



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Greg Meyer
Date: 1/21/2020
Re: Revisions to City Ordinances

Background:

I am requesting City Council consideration of revisions to the three City Ordinances which address subdivision development within the City of North Sioux City. I have made modifications to the Ordinances which were provided to Darrell Jesse for incorporation into the existing Ordinances for your consideration. Herein, I will provide a general summary of the proposed changes.

Ordinance 2020-01 – Amending the North Sioux City Code of Ordinances Title 17 land use and developments by adding and/or altering language in 17.88

Chapter 17.88 SUBDIVISION APPROVAL PROCEDURE

- 1.) Establishes a review fee for each submittal of a Preliminary Plat and Final Plat. The Council must set the fee amount or I would recommend \$2,500 for each submittal.
- 2.) Provides a new extended period for review of documents.
- 3.) Submittals that fail to provide all of the provisions of the Ordinance will be returned without review by the Planning Commission or City Council. A new review fee will apply to the resubmittal.
- 4.) The last complete submittal must be received 10 days before the Planning Commission or Council Meeting to consider the submittal.
- 5.) Requires the posting of a cash deposit to cover the cost of completing components of the subdivision that are not completed at the time the sub-divider is requesting acceptance of a Final Plat.

Ordinance 2020-02 – Amending the North Sioux City Code of Ordinances Title 17 land use and developments by adding and/or altering language in 17.92

Chapter 17.92 SUBDIVISION DESIGN STANDARDS

- 1.) The City of North Sioux City adopts the Iowa Statewide Urban Specifications (SUDAS) and Design Manual with North Sioux City Supplements as the City Specifications and Design Guidelines. These documents rely on Iowa DOT and Environmental Regulations. The new Ordinance requires conflicts between SUDAS versus South Dakota and Federal Agencies to control.

Ordinance 2020-02 – Amending the North Sioux City Code of Ordinances Title 17 land use and developments by adding and/or altering language in 17.96

Chapter 17.96 SUBDIVISION IMPROVEMENTS REQUIRED PRIOR TO FINAL PLAT APPROVAL

- 1.) Changes minimum pavement widths to reflect the City construction practices. All City streets are 31 ft. from back of curb to back of curb not the 28 ft. in the Ordinance.
- 2.) Pavement thickness for streets other than residential to be determined by the City. Minimum concrete pavement thickness is increased from 6" to 7".

- 3.) Deletes subbase construction requirements which are now in the North Sioux City Supplement to SUDAS. City water main size of 12" and other material requirements are in the North Sioux City Supplement.
- 4.) The existing requirement for sidewalks on both sides of the street may be waived by the City Council.
- 5.) Requires a City Representative to be on site and observe the construction at the Sub-divider's expense. Work performed without the City review shall be exposed at no cost to the City. The acceptance of the work as Substantially Completed in accordance with the approved drawings and specifications is required prior to acceptance of the Final Plat. There is not a means for the City Representative to control the project. Can the City provide a means to control the work? If City money is included in the project can the funds be withheld until approval?
- 6.) Requires extension of utilities to the edge of the subdivision or as required by the City at no cost to the City.
- 7.) Requires looping of water lines.
- 8.) All drainage shall be included in pipes unless the City Council approves a ditch or detention basin. The NSC Supplement to SUDAS requires a maintenance agreement for detention basins.
- 9.) Requires the completion of previous subdivisions, to the satisfaction of the City prior to starting another subdivision.

Financial Consideration:

Recommendation:

PROPOSED ORDINANCE 2020-01

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 17 LAND USE AND DEVELOPMENTS BY ADDING AND/OR ALTERING LANGUAGE IN 17.88.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 17, Chapter 17.88 be amended as set forth below.

17.88.030 Preliminary plat approval.

After meeting informally with the city planning commission, the subdivider shall cause to be prepared a preliminary plat prior to the making of any street or utility drawings or construction.

17.88.040 Preliminary plat data.

The preliminary plat shall meet the standard design as set forth in Chapter 17.92 and shall show the following information:

- A. Scale of two hundred (200) feet to one inch or larger;
- B. Name of subdivision, names and addresses of the owners, the engineer, or surveyor, and the owner of the adjacent property;
- C. A vicinity sketch at a scale of four hundred (400) feet or less to one inch;
- D. Date, approximate magnetic and true north point, and graphic scale;
- E. Acreage of land to be subdivided;
- F. Contours at an interval of not greater than one foot or at a lesser interval if deemed necessary by the city council;
- G. Boundary lines of area to be subdivided and their bearings and distances;
- H. Existing and proposed easements and their locations, widths and distances;
- I. Streets on and adjacent to the tract and their names, widths, approximate grades, and other dimensions as may be required;
- J. All streets to be platted showing the natural and finished grade drawn to scale;
- K. Utilities on and adjacent to the tract showing proposed connections to existing utility system and easements as required by the City;
- L. Lot lines and lot numbers;
- M. Sites, and their acreages, if any, to be reserved or dedicated for parks, playgrounds, schools or other public uses; sites, if any, for semi-public, commercial or multifamily uses;

- N. Minimum building setback lines;
- O. Copies of proposed deed restrictions, if any. (Ord. 386 § 1904, 2002)

17.88.050 Preliminary plat procedures.

A. Eleven (11) copies of the preliminary plat and the required supplementary material, shall be filed with the city finance officer, who shall transmit three copies to the chairperson of the city planning commission. Such filing shall take place at least ten (10) days prior to the meeting of the city planning commission at which time it is to be considered.

Included with the Preliminary Plat submittal shall be a nonrefundable review fee of \$_____. If the proposed subdivision requests a variance or waiver of a requirement of the City Ordinance provisions, the reason for the requested variance or waiver shall be included with the first Preliminary Plat submittal. Preliminary Plat submittals which do not address all of the provisions required by the City Ordinances shall not be considered by the City Planning Commission. Each resubmittal of the Preliminary Plat shall include a nonrefundable review fee of \$_____. Resubmittal Preliminary Plats shall be received by the City Finance Officer at least ten (10) days prior to the requested meeting with the City Planning Commission.

B. The city planning commission shall study the preliminary plat to see if it conforms with the minimum standards and requirements as outlined in Chapters 17.92 and 17.96. Following a public hearing before and due consideration by the city planning commission, the commission shall transmit all copies of the preliminary plat to the city council together with its recommendations at least sixty (60) days after receipt thereof. Such recommendations shall include approval, disapproval or suggestions for modification and the reasons thereof, and a discussion of the effect of the plat on the modification and the reasons thereof, and a discussion of the effect of the plat on the comprehensive plan. The recommendations shall be of an advisory nature only. If the city planning commission does not act within sixty (60) days, the preliminary plat shall be deemed to have received a favorable recommendation in all respects, and shall receive due consideration by the city council.

C. Following a public hearing and due consideration of the preliminary plat, the city council shall approve, disapprove or modify the recommendations of the city planning commission and may impose those requirements or grant those variances in conformance with this title deemed necessary and appropriate by the city council for final approval. One copy shall be returned to the subdivider and the others shall be retained by the finance officer.

D. Approval of the preliminary plat by the city council shall not constitute acceptance of the final plat. The approval of the preliminary plat shall lapse unless a final plat based thereon is submitted within one year from the date of such approval. An extension of time may be applied for by the subdivider and granted by the city council. (Ord. 386 § 1905, 2002)

17.88.080 Final plat data.

The final plat shall give the following information:

- A. The plat shall be at a scale of one hundred (100) feet to one inch or larger;
- B. Date, title, name and location of subdivision, graphic scale, and magnetic and true north line;

- C. All dimensions, angles, bearings and similar data on the plat shall be tied to primary control points. Locations and control points shall be given. Except where deemed clearly unreasonable or infeasible by the city council, these control points shall be the located section corners of the coordinate system of the state of South Dakota;
- D. Tract boundary lines, right-of-way lines of streets, easements and other right-of-way, and property lines of residential lots and other sides with accurate dimensions to the nearest one-hundredths of a foot; bearings of deflection angles, radii, arcs, and central angles of all curves with dimensions to the nearest minute;
- E. Name and right-of-way width of each street, easement, or other right-of-way;
- F. Lot numbers, lot lines, and frontage dimensions;
- G. Purpose for which sites other than residential lots are dedicated or reserved;
- H. Minimum building setback lines;
- I. Location and description of monuments;
- J. Names and locations of adjoining subdivisions and streets, the location of adjoining unplatted properties, and the name and addresses of the owners of adjoining unplatted properties;
- K. Certification on plat of title showing that the applicant is the owner, that the making of the plat receives his or her consent and is in accordance with his or her desires, and a statement by such owner dedicating streets, rights-of-way and any other sites for public use;
- L. Certification on plat by registered surveyor as to the accuracy of survey and plat;
- M. Certification of approval by the land use administrator, when individual sewerage disposal or water systems are to be installed;
- N. If applicable, certification that the subdivider has complied with one of the following alternatives: all the improvements have been installed in accordance with the requirements of this title, or; a surety amount to assure such completion of all required improvements;
- O. Protective covenants shall either be placed directly on the final plat or attached thereto in form for recording;
- P. Certification on plat by the mayor and city finance officer that the plat has been approved for recording in the office of the register of deeds. (Ord. 386 § 1908, 2002)

17.88.090 Final plat procedure.

A. Six copies of the final plat and the required supplementary material shall be filed with the city finance officer who shall transmit them to the chairperson of the city planning commission. Such filing shall take place at least ten (10) days prior to the meeting of the city planning commission at which it is to be considered.

Included with the Final Plat submittal shall be a nonrefundable review fee of \$_____. If the proposed subdivision requests a variance or waiver of a requirement of the City Ordinance provisions, the reason for the requested variance or waiver shall be included with the first Final Plat submittal. Final Plat submittals which do not address all of the provisions required by the City Ordinances shall not be considered by the City Planning Commission. Each resubmittal of the Final Plat shall include a nonrefundable review fee of \$_____. Resubmittal Final Plats shall be received by the City Finance Officer at least ten (10) days prior to the requested meeting with the City Planning Commission.

B. One copy of the final plat may be transmitted to a registered engineer to be selected by the city council who may check the plat as to computations, certifications, monuments, etc., and that all the required improvements have been completed to the satisfaction of the city officials having jurisdiction, or in the case a improvements be completed and cash deposit has been posted, such is sufficient to cover the cost of the required improvements. If found satisfactory, he or she will return the copy of the final plat to the city planning commission with his or her approval certified thereon within ten (10) days of receipt thereof.

C. The city planning commission shall study the final plat to see if it conforms with the minimum standards and requirements as provided in this chapter and Chapters 17.92 and 17.96 as required by the city council. Following a public hearing before and due consideration by the city planning commission, the commission shall transmit all copies of the final plat to the city council, together with its recommendations at least sixty (60) days after receipt thereof. The recommendations shall include approval, disapproval or suggestions for modifications and reasons thereof, and a discussion of the effect of the plat on the comprehensive plan. The recommendations shall be of an advisory nature only. If the city planning commission does not act within sixty (60) days, the final plat shall be deemed to have received a favorable recommendation in all respects, and shall then receive due consideration by the city council.

D. The final plat shall be approved or disapproved within one hundred twenty (120) days after submission thereof to the city finance officer; otherwise such plat shall be deemed to have been approved and a certificate to that effect shall be issued by the city council on demand; provided, however, that the applicant for the approval may waive this requirement and consent to the extension of such period. The ground of disapproval of any plat shall be stated upon the records of the city council. Any plat submitted for approval shall contain the name and address of a person to whom notice of hearing may be sent; and no plat shall be acted upon by the city council without affording a hearing thereon, notice of the time and place of which shall be sent by mail to the address not less than five days before the date fixed therefore. The approval of the final plat by the city council shall not be deemed to constitute or effect on acceptance by the municipality or public of the dedication of any street or other ground shown on the final plat.

F. When the final plat has been approved by the city council one copy shall be returned to the subdivider with the approval of the city council certified thereon, for filing with the county register of deeds as an official plat of record. Another copy certified by the city council, shall be transmitted to the city finance officer for his or her records. With the exception of those improvements required by Chapter 17.92, no work shall be done on the subdivision and no lots shall be sold before the final plat is accepted and recorded. (Ord. 386 § 1909, 2002)

Dated at North Sioux City, South Dakota this ___ day of January, 2020

THE GOVERNING BODY OF THE CITY
OF NORTH SIOUX CITY, SOUTH DAKOTA

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm, Finance Officer

First Reading:

Second Reading:

Publish:

Effective Date:

PROPOSED ORDINANCE 2020-02

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 17 LAND USE AND DEVELOPMENTS BY ADDING AND/OR ALTERING LANGUAGE IN 17.92.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 17, Chapter 17.92 be amended as set forth below.

17.92.010 General.

Land to be subdivided shall be of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, erosion or other menace. If, following adequate investigation, conducted by all public agencies concerned, it is determined that land to be subdivided cannot be used without endangering the health, safety, welfare or prosperity of the community, or would necessitate an excessive expenditure of public financial resources for sewage and water facilities, other public facilities and streets, than the subdivision plat shall not be approved unless the subdivider formulates adequate methods for meeting such problems.

Subdivisions shall be in harmony with the comprehensive plan.

All required improvements shall be constructed or installed to conform to the provisions of this title and city specifications.

The City specifications for construction shall be the latest version of the Iowa Statewide Urban Specifications (hereinafter referred to as SUSDAS) as modified by the City Supplement to the specifications. The City design methods shall conform with the latest version of the Iowa Statewide Urban Design manual, as modified by the City Supplement to the Design manual. Where the City adopted SUDAS documents conflict with the provisions of the City Ordinances, South Dakota Department of Environment and Natural Resources (SD-DENR), the South Dakota Department of Transportation (SD-DOT), and federal or state funding agencies; the aforementioned agency provisions shall govern. The SUDAS documents are subject to modification to fit the conditions of each project, and the City reserves the right to modify its specifications as required for the benefit of the City without expense to the City.

17.92.070 Easements.

Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary and shall be at least twenty (20) feet wide, or as required by the City.

Where a subdivision is traversed by a water course, drainage way, channel or stream there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such water course, and such further width or construction, or both, as will be adequate for the purpose. Parallel streets or parkways may be required in connection therewith. (Ord. 386 § 1607, 2002)

Dated at North Sioux City, South Dakota this ____ day of January, 2020.

THE GOVERNING BODY OF THE CITY
OF NORTH SIOUX CITY, SOUTH DAKOTA

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm, Finance Officer

First Reading:
Second Reading:
Publish:
Effective Date:

PROPOSED ORDINANCE 2020-03

AN ORDINANCE AMENDING THE NORTH SIOUX CITY CODE OF ORDINANCES TITLE 17 LAND USE AND DEVELOPMENTS BY ADDING AND/OR ALTERING LANGUAGE IN 17.96.

BE IT ORDAINED, by the Governing Body of the City of North Sioux City, South Dakota and it is hereby ordained by authority of the same that Title 17, Chapter 17.96 be amended as set forth below.

17.96.010 Monuments.

Solid iron pin monuments three-fourths inch in diameter and twenty-four (24) inches long or suitable concrete markers shall be placed at all points on boundary lines where there is a change of direction and at all lot corners.

17.96.020 Streets.

A. Grading Specifications. All streets, roads and alleys shall be graded to their full widths by the subdivider so that street pavements and sidewalks can be constructed on the same level plan. Deviation from this standard due to special topographical conditions will be allowed only with the approval of the city council.

B. Minimum Pavement Widths. Pavement widths shall be measured behind curbs. Minimum pavement widths to be provided are:

Parkways	12 feet for each lane
Arterials	17 feet for each lane
Collector streets	40 feet
Minor streets	30 feet
Marginal access streets	27 feet
Alleys, industrial and commercial streets	12 feet

C. Street Pavement--Minimum Street Design. The minimum street design shall consist of seven inches of concrete paving (four thousand (4,000) psi compressive strength) supported on a subgrade:

Commercial Streets shall be concrete paving (4,000 psi) with a thickness greater than six (6) inches to be determined by the City. Collector and arterial streets shall be concrete or asphalt streets with thickness and subgrade to be determined by the City.

D. Curb and Gutter. Curb and gutter shall be provided in all subdivisions. Curbs shall not be less than six (6) inches in height and shall be constructed of Portland concrete cement. Back fill shall be higher than the curb and shall slope toward the curb in order to insure that surface water drains into the storm drainage system.

E. Sidewalks. For the safety of pedestrians in residential and commercial subdivisions, sidewalks constructed of Portland concrete cement shall be constructed on each lot one foot from the lot line on both sides of the street to meet the following specifications unless waived by the City Council:

1. Single-family or duplex housing developments: four feet wide and four inches thick;

2. Multi-family or group housing developments: five feet wide and four inches thick;
3. Commercial developments: eight to ten (10) feet wide and six (6) inches thick. (Ord. 386 § 1702, 2002)

17.96.030 Utility and drainage facilities.

A. General. Sanitary sewer, storm sewer, water distribution, electrical gas, telephone and communications, cable, and all other utility lines shall be installed in rear lot easements , or they shall be installed within the unpaved portions of the street right-of-way except for sanitary sewer lines which may be installed in the paved portion of the street right-of-way.

All utility lines, including service connections shall be completely installed, and inspected and approved by the City representative, following the grading of the street and prior to the application of any pavement base.

Extend utility lines to the perimeter of the subdivision as required for future development at no cost to the City.

B. Water Supply Improvements. Where the public water supply is reasonably accessible or available to the proposed subdivision, as determined by the city council, a complete water distribution system that shall adequately serve all lots, which shall include appropriately spaced fire hydrants, and which shall be properly connected with the public water supply system, shall be installed. Water supply facilities shall be installed as required by standards and specifications as approved by the city council and looped onto the City water system at no cost to the City.

C. Sanitary Sewer Improvements. Sanitary sewer facilities shall be installed as required by standards and specifications as approved by the City Council and extended to the perimeter of the development at no cost to the City.

D. Storm Drainage. An adequate drainage system, including necessary open ditches, pipes, culverts, intersectional drains, drop inlets, and bridges for the proper drainage of all surface water, shall be installed. Cross drains shall be provided to accommodate all natural water flow, and they shall be of sufficient length to permit full width roadways and the required slopes. All drainage shall be contained in pipes unless open ditches and detention ponds are approved by the City Council.

17.96.040 Street name signs.

The city council shall require the installation of durable street name signs at all intersections. (Ord. 386 § 1704, 2002)

17.96.050 Requirements for approval of final plat.

No final plat of any subdivision shall be approved unless:

- A. Easements in the form acceptable to the City shall be signed and delivered to the City for filing.
- B. Covenants in the form acceptable to the City shall be signed and delivered to the City for filing.
- C. All public right of way shall be dedicated to the City at no cost to the City.
- D. Previous sub-divisions performed by the sub-divider are completed in a manner acceptable to the City.

E. The improvements required by the City have been made and satisfactorily installed and approved by the city council prior to such final plat approval;

F. The City shall provide field review (using an agent selected by the City) of all construction of improvements requested by the City for the subdivision. The sub-divider or its agents shall not perform construction work on the subdivision when the City Agent is not present. Work performed by the sub-divider or its agent without the observation of the City Agent shall be exposed for review by the City Agent, at no cost to the City or its Agent, prior to proceeding. The cost of the City field review of the subdivision construction, shall be paid in advance by the sub-divider. The sub-divider shall deposit with the City the amount estimated by the City to be required for all of the expenses incurred by the City for the field review of the subdivision construction. Should the expense of the field review of the subdivision construction exceed the amount estimated by the City; the construction work shall stop until sufficient funds exist in the construction field work account to allow performance of additional field review. In the event the cost of the City field review is less than estimated by the City, the City shall reimburse the sub-divider the unused funds. The City Agent shall determine if the improvements constructed by the subdivider are substantially in compliance with the construction drawings and specifications approved by the City for the improvements of the subdivision.

G. The subdivider shall enter into a contract with the city to insure completion of the improvements listed in Sections 17.96.020 and 17.96.030 by the subdivider within one year. The performance of the contract shall be secured by the subdivider filing with the city a performance surety bond in an amount equal to one and one-quarter times the cost of making such improvements, as estimated by the city, conditioned upon the payment of all construction costs incurred in making such improvements by the subdivider, and all expense incurred by the city for engineering and legal fees and other expense in connection with the making of such improvements in order to insure construction of the improvements in a satisfactory manner;

H. The subdivider agrees with the city and the city may construct those improvements listed in Sections 17.96.020 and 17.96.030, and assess the cost thereof against the property benefited.

Dated at North Sioux City, South Dakota this ___ day of January, 2020

THE GOVERNING BODY OF THE CITY
OF NORTH SIOUX CITY, SOUTH DAKOTA

By: _____
Randy Fredericksen, Mayor

ATTEST;

By: _____
Mike Hamm, Finance Officer

First Reading:

Second Reading:

Publish:

Effective Date:



Where you want to be!

City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Greg Meyer
Date: 1/21/2020
Re: Lakeshore Ph 2 Preliminary Plat Sub #1

Background: See the attached spreadsheet on Greg Meyers discussion on the Lakeshore Phase 2 Preliminary Plat Sub #1.

Financial Consideration:

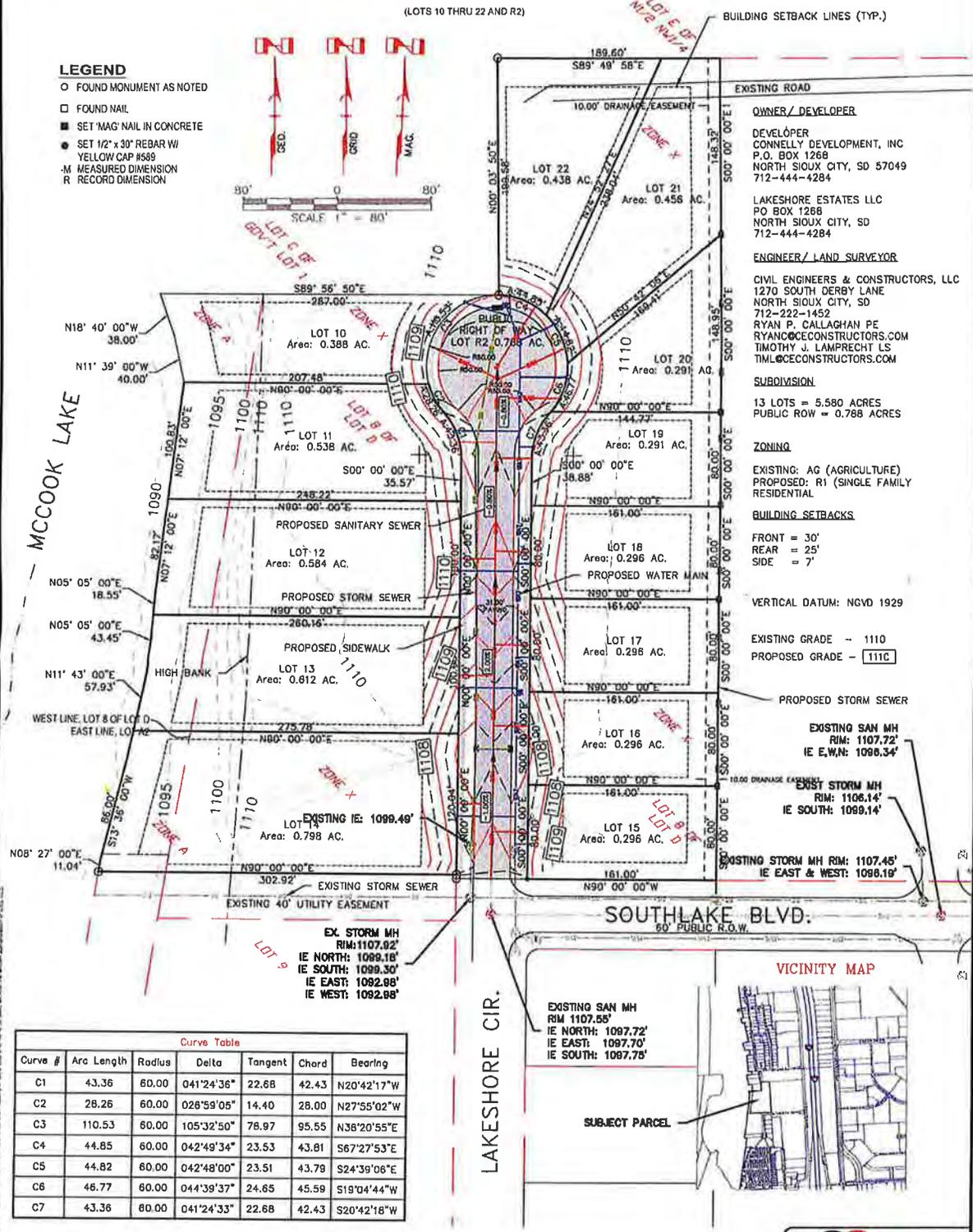
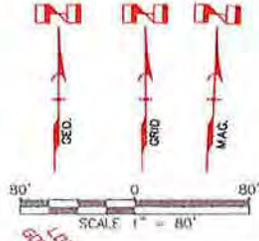
Recommendation:

Rec'd - 1-9-2020
1ST SUBMITTAL

PRELIMINARY PLAT

LAKESHORE ESTATES THIRD ADDITION
TO THE CITY OF NORTH SIOUX CITY, ALL IN LOT 8 OF LOT D AND LOT A2, ALL
IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 48 WEST, 5TH P.M. UNION
COUNTY SOUTH DAKOTA
(LOTS 10 THRU 22 AND R2)

- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND NAIL
 - SET 'MAG' NAIL IN CONCRETE
 - SET 1/2" x 30" REBAR W/ YELLOW CAP #589
 - M MEASURED DIMENSION
 - R RECORD DIMENSION



OWNER / DEVELOPER
DEVELOPER
CONNELLY DEVELOPMENT, INC
P.O. BOX 1268
NORTH SIOUX CITY, SD 57049
712-444-4284

LAKEHORE ESTATES LLC
PO BOX 1268
NORTH SIOUX CITY, SD
712-444-4284

ENGINEER / LAND SURVEYOR
CIVIL ENGINEERS & CONSTRUCTORS, LLC
1270 SOUTH DERBY LANE
NORTH SIOUX CITY, SD
712-222-1452
RYAN P. CALLAGHAN PE
RYAN@CECONSTRUCTORS.COM
TIMOTHY J. LAMPRECHT LS
TML@CECONSTRUCTORS.COM

SUBDIVISION
13 LOTS = 5.580 ACRES
PUBLIC ROW = 0.788 ACRES

ZONING
EXISTING: AG (AGRICULTURE)
PROPOSED: R1 (SINGLE FAMILY RESIDENTIAL)

BUILDING SETBACKS
FRONT = 30'
REAR = 25'
SIDE = 7'

VERTICAL DATUM: NGVD 1929
EXISTING GRADE - 1110
PROPOSED GRADE - 111C

EXISTING SAN MH
RIM: 1107.72'
IE NORTH: 1098.34'

EXIST STORM MH
RIM: 1106.14'
IE SOUTH: 1099.14'

EXISTING STORM MH RIM: 1107.45'
IE EAST & WEST: 1098.18'

EXISTING SAN MH
RIM 1107.55'
IE NORTH: 1097.72'
IE EAST: 1097.70'
IE SOUTH: 1097.75'

Curve Table

Curve #	Arc Length	Radius	Delta	Tangent	Chord	Bearing
C1	43.36	60.00	041°24'36"	22.68	42.43	N20°42'17"W
C2	28.26	60.00	026°59'06"	14.40	28.00	N27°55'02"W
C3	110.53	60.00	105°32'50"	78.97	95.55	N36°20'55"E
C4	44.85	60.00	042°49'34"	23.53	43.81	S67°27'53"E
C5	44.82	60.00	042°48'00"	23.51	43.78	S24°39'06"E
C6	46.77	60.00	044°39'37"	24.65	45.59	S19°04'44"W
C7	43.36	60.00	041°24'33"	22.68	42.43	S20°42'18"W



Civil Engineers & Constructors, LLC
PO Box 195, NSC, SD 57049
Phone 712 222 1452 Fax 712 222 9920 Website ceconstructors.com

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

TIMOTHY J. LAMPRECHT
LICENSE NUMBER 13261
MY LICENSE REVEAL DATE IS MARCH 31, 2021
THIS SHEET COVERED BY THIS SEAL
PLOT DATE: JANUARY 3, 2020

DATE _____

CE CIVIL ENGINEERS & CONSTRUCTORS, LLC
1270 SOUTH DERBY LANE
NORTH SIOUX CITY, SD 57049
712-222-1452

PROJECT
LAKESHORE ESTATES 3RD ADDITION

TITLE
PRELIMINARY PLAT

DESIGN	TL	1/03/20	FILE NO.	19558
CADD	JL	1/23/20	SCALE	AS SHOWN
REVIEW			REV.	0
PROJECT No.	19558			

DRAWING: 1

Ordinance	Requirement of the referenced Ordinance	Comp	Comments
17.88.040	Shall meet 17.92		
A	Scale of two hundred feet to inch or larger	Yes	
B	Name of Subdivision, names and addresses of owners, the engineer, & owner of adjacent property	No	Missing adjacent land owners. Who is the Owner/Developer? Are there two separate entities?
C	Vicinity Sketch at a scale of 400 feet to the inch or less	Yes	
D	Date, approximate magnetic & true north & graphic scale.	Yes	
E	Acreages of land to be subdivided	Yes	
F	Contours at an interval of not greater than 5 feet	Yes	Provide 1 ft. contours showing the existing contours and proposed fill upon completion for ROW and lots. Contours are not labeled in the legend.
G	Boundary lines of area to be subdivided with bearings and distances	Yes	
H	Extg & proposed easements	No	Show existing water line easement at north end of project
I	Streets on and adjacent to the tract with their names, widths, approximate grades, and other dimensions	No	Missing existing Lakeshore.
J	All Streets to be platted showing the natural and finished grade drawn to scale.	Yes	Existing grades not provided
K	Utilities on and adjacent to the tract showing proposed connections to the existing utilities.	No	Missing connection to north water lines. Show extension of sanitary sewer to serve the property to the north. Show easement east of the subdivision for back yard drainage. Provide for water line loop.
L	Lot lines and lot numbers	Yes	
M	Sites, and their acreages, for public uses	Yes	
N	Minimum building set back lines	Yes	Not shown
O	Copies of proposed deed restrictions.	No	Not provided. Will the covenants remain the same?

17.88.060	Sketch plan of the entire tract	no	Previously submitted.
17.92			
10	Improvements shall conform with this ordinance and City specifications.	?	
20	The arrangement, character, extent, width, grade, and location of all streets shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be service by such streets.	No	Provide information on the existing Lakeshore Drive.
A	Street Extensions.		
1	The street layout of the proposed subdivision shall provide for the continuation or appropriate projection of streets and alleys already existing in areas being subdivided.	?	Connect to Lakeshore Dr.
2	In addition, streets and alleys of the proposed subdivision shall correspond in direction and width to existing streets and alleys to be continued.	?	Connect to Lakeshore Dr.
3	Where, at the determination of the city council, it is desirable to provide street access to adjoining properties, proposed streets shall be extended by dedication to the boundaries of such properties.	?	Connect to Lakeshore Drive. Dedicate rightof way.

4	The street system of the proposed subdivision shall provide for extending existing streets at the same or greater width, but in no case shall street extension be of less width than the minimum width required in these regulations for a street in its category.	?	Connect to Lakeshore Drive
B	Dedication of Right of Way	No	Connect to Lakeshore Drive
C	Dedication of Right of Way for existing streets. The entire minimum right of way width shall be dedicated where the subdivision is on both sides of an existing street.	No	Provide ROW dedication and geometrics for the connection to Lakeshore Dr.
D/1	Intersections. Streets shall intersect as nearly as possible at an angle of 90 degrees, and no intersection shall be at an angle of 60 degrees.	Yes	
2	Street Curb intersections shall be rounded by radii or at least 20 ft.	Yes	To be shown in construction drawings.
E	Horizontal and Vertical Curves.		
1	A tangent of at least 100 ft. long shall be introduced between reverse curve on arterial and collector streets.	?	Show existing Lakeshore Dr. connection alignment.
2	Where there is a deflection angle of more than 10 degrees in the alignment of a street, a curve with a radius of adequate to insure safe sight distance shall be made. The minimum curve radius is 300 ft.	?	Show existing Lakeshore Dr. connection alignment.

Lakeshore Estates Development - Third Addition
9-Jan-20

Submittal No. One
Page Four of Eight

1	Minimum street grade of 0.5 %.	Yes	Confirm gutter grade in cul-de-sac will comply in construction drawings.
2	The City Council shall not approve streets which will be subject to inundation or flooding. All streets must be located at elevations which will make them flood free streets if such fill does not increase flood heights.	Yes	
G	Marginal Access Streets. Where a subdivision abuts or contains an existing or proposed arterial street, the city council the city council may require access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.	Yes	
H	Street Jogs.	?	Show connection to Lakeshore Dr.
I	Cul-de-sacs.		
1	Shall not be longer than 540 feet total right of way length including the cul-de-sac and shall have a radius at the outside of pavement of at least 50 feet and a radius of the ROW of 60 feet.	Yes	

Lakeshore Estates Development
9-Jan-20

Submittal No. One
Page Five of Eight

J	Street Names. Proposed streets which are in alignment with other already existing and named streets shall bear the names of such existing streets.	No	Please add street name for the future street.
K	Private Streets and Reserve Strips.		
1	No private streets	yes	
2	There shall be no Reserved Strips in a subdivision except where their control is definitely vested in the City under conditions approved by the city council.	Yes	
17.92.030	Alleys shall be provided with a minimum width of 20 ft.	No	
17.92.040	Blocks		

1	Block lengths shall not exceed 420 ft or less than 300 ft except as the city council considers necessary for secure efficient use of the land or desired features of the street layout.	Yes	
2	Blocks shall be wide enough to allow two tiers of lots of minimum depth, provided, that where this would require lots to front on an arterial street or highway or where topographical conditions or the size of the property prevent two tiers of lots, the city council may approve a single tier of lots of minimum depths.	yes	
17.92.050	Lots		
A	Lot size, width, depth, shape and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated.	Yes	
B	Flood Hazards.	Yes	

Lakeshore Estates Development - Third Addition
9-Jan-20

Submittal No. One
Page Six of Eight

17.92.060	Off Street loading and parking facilities	N/A	
	In residential subdivisions reserved for commercial or industrial uses, and the lots or parcels platted for commercial or industrial uses, lots or parcels platted for commercial or industrial sites shall be large enough to provide for off-street loading and unloading	N/A	
17.92.070	Easements		
1	Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary and shall be at least 12 ft. wide.	Yes	Back lot drainage is required. Water line easements for the connecting loops are recommended. Provide 20 ft. easements.
2	Where a subdivision is traversed by a water course, drainage way, channel or stream there shall be provided a storm water easement or drainage right of way conforming substantially with the lines of such water course, and such further width or construction, or both, as will be adequate for the purpose.	Yes	Backyard drainage easements are required.

Lakeshore Estates Development
9-Jan-20

Submittal No. One
Page Seven of Eight

17.92.080	Community assets.		
1	In all subdivisions, due regard shall be shown for natural features such as large trees, unusual rock formations, and water courses; for sites which have historical significance; and for similar assets which, if preserved, will add attractiveness and value to subdivision and to the area. The City council may prepare a list of all such features within its area of planning jurisdiction which it deems worthy of preservation.	No	Has a review of historical sites been conducted? The natural trees be retained??
17.92.090	Conformance with other regulations.		
1	No final plat of land within the area of force and effect of existing zoning regulations will be approved unless it conforms with such regulations. Whenever there is a variance between the minimum standards set forth in these regulations and those contained in the building code, or other official regulations, the highest standard shall apply.	?	
17.92.100	Public sites and open spaces.		
1	Where deemed essential by the city council, upon consideration of the particular type of development proposed in the subdivision, especially in planned developments not anticipated in the comprehensive plan, the city council may require the dedication or reservation of such other areas or sites or a character, extent and location suitable to the needs created by such development for parks, schools, recreation and other public purposes.	?	

17.96	Subdivision Improvements		
17.96.020	Streets		
	Incorporate the requirements of this section into the final drawings		
E	Sidewalks. For the safety of pedestrians in residential and commercial subdivisions, sidewalks constructed of Portland concrete cement shall be constructed on each lot one foot from the lot line on both sides of the street to meet the following specifications: 1.) Single-family or duplex housing development: four feet wide and four inches thick; 2.) Multi-family or group housing developments: five feet wide and four inches thick; 3.) Commercial developments: eight to ten feet wide and four inches thick.	No	Show sidewalks.
General			
1	Water lines should be looped between the cul-de-sacs as is the normal practice of the City.		
2	Utilities and other features in accordance with the previously submitted construction drawings.		
3	All water lines shall be 12 inch C900 DR 18.		
4	Will the existing 8" water line remain?		City will abandon the existing 8" water line in place.



City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mike Hamm, City Finance Officer
Date: 1/21/2020
Re: Handbook Revisions – January 2020

Background: Per the request of a number of city employees and members of the City Council some changes were made to handbook. These changes address the following concerns;

1. Employee residency
2. On call hours and pay
3. HSA amounts (this section was deleted because this might change on a year to year basis)
4. Longevity Pay
5. Vacation and sick changed to PTO
6. Accrued versus annual leave
7. Adding bereavement leave
8. Changing leave requests from paper to electronic

Ted met with some employees to go over their recommendations. I have also inserted a few things based off what some Council Members were looking for.

Financial Consideration: None

Recommendation: The administration would recommend council to define if these changes are appropriate or if they would like to leave wording in the original context. Council can choose sections for approval

PERSONNEL POLICY MANUAL

***CITY OF NORTH SIOUX CITY
SOUTH DAKOTA***

***North
Sioux City***

Revised January, 2020

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POLICY 1: PURPOSE AND USE

1.1 Purpose of Policies and Procedures:

The policies and procedures for personnel administration are enacted by the City of North Sioux City (hereinafter "City") in order to further the following goals:

1. To provide a uniform and sound personnel administrative system throughout the City;
2. To inform employees of the general policies and procedures of the City and the benefits and obligations of employment with the City;
3. To ensure that all personnel actions are based upon employee qualifications (knowledge, skills and abilities) and job performance and are in compliance with federal and state law;
4. To serve as written documentation of the City's commitment to fair employment practices and equal employment opportunity;
5. To assist managers in carrying out sound, equitable and consistent personnel administration and in making effective use of their human resources;
6. To promote and encourage communication between the employer or supervisor and the employee;
7. To protect the rights of the employee and employer throughout the employment relationship and to ensure that the responsibilities of both parties are carried out.

1.2 Applications:

The personnel policies and procedures shall apply to all City employees unless specified in Policy 12 of this manual, elected officials, independent contractors and excluded classes as specified in the policy itself. Appointive officers, as defined in SDCL 9-14-1, are addressed in policy 12 of this manual. In the event of a conflict between these policies and any collective bargaining agreement or state and federal law, the terms and conditions of that agreement or law shall prevail.

1.3 Revision:

The City specifically reserves the right to repeal, modify or amend any of these policies at an aforementioned time with or without notice. Employees must acknowledge the receipt of each revision or inclusion of new pages of the employee handbook.

1.4 At-Will Employment:

The City recognizes that South Dakota is an employment at-will state and the intent of this City is to maintain that employment at-will status of all employees. **This manual does not confer a contract of employment. These policies are provided as a reference of present policies and not a guarantee of employment or specific employment benefits.** The City recognizes there may be other agreements in place with individual

employees or unions and that those agreements may impact certain sections of this manual.

POLICY 2: GENERAL POLICIES

2.1 Equal Employment Opportunity:

All employment opportunities will be advertised in the local newspaper, listed with the South Dakota Department of Labor and Regulation, posted in a visible location, and/or posted in relevant professional trade publications.

Application for any position with the municipality shall be made on forms provided by the municipality. These forms are available at City Hall and shall be maintained by the City Administrator or Human Resources Director.

- 1) It is the policy of the City to recruit, hire, train, promote, discipline, and discharge all applicants and employees equally and without regard to race, religion, creed, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital, or any other basis prohibited by state or federal law. Violations of this policy by any City employee may be cause for immediate disciplinary action. Any employee who feels they have been discriminated against according to this policy should bring this concern to his/her supervisor or higher authority according to the procedure specified herein.
- 2) Employees hired after November 6, 1986 must attest to their legal status by presenting the municipality with documents establishing their identity and eligibility for employment. Employee identity can be established with a driver's license with picture or other documentation approved by the U.S. Attorney General. Employment eligibility can be established with a Social Security card, U.S. birth certificate, or other evidence approved by the U.S. Attorney General. Both identity and eligibility can be established with a U.S. passport certificate of U.S. citizenship, or naturalization, foreign passport stating authority to be employed, or alien card with picture and employment authorization.
- 3) In some cases, applicants may be required to submit to a comprehensive physical examination which include testing to determine substance use and/or abuse conducted by a licensed physician, and psychological evaluation conducted by a certified mental health professional. All costs related to the physical and psychological examination shall be borne by the City. The applicant shall furnish to the City a signed report of such examination which shall be filed and maintained by the City Administrator or Human Resources Director.
- 4) The City may require examination to determine the qualifications of applicants for employment or promotion in the municipal service. The nature of examinations used will differ with the position to be filled. Each applicant for the particular position will be given an identical examination including

job-related interview questions administered by an appropriate city official or department head.

Consideration will be given to any or all of the following factors: education, experience, physical illness, knowledge, skills, personality, character or other qualifications deemed necessary for the satisfactory performance of the duties of the position.

- 1) Appointed officials shall be appointed by the Mayor with the approval of the council on the first regular council meeting in May. At the time of making such appointments, the Mayor shall designate the length or term of the appointment which in no case shall exceed one year or the remaining length of the mayor's term, whichever is shorter. The mayor may make a probationary appointment for a period not to exceed six (6) months with the approval of the council. Any subsequent appointment for a longer period must again be approved by the council.
- 2) All new employees shall be hired as probationary employees for a period up to six (6) months during which they must exhibit their ability to learn and perform the job for which they were hired. At the discretion of the City Council, the probationary period may be extended for one additional period of up to six (6) months. At the end of the probationary period, the employee's employment must be terminated or the employee will be designated as a regular employee. All persons commencing a new job with the City shall serve the same probationary period in their new position as if they are new employees.
- 3) In order to avoid favoritism, or its appearance, the City restricts the circumstances under which immediate family members may be employed by the City. For purposes of this policy, immediate family shall include parents, spouse, children, siblings, grandparents, grandchildren, aunts, uncles, cousins, and their step- or in-law equivalent, as well as anyone residing the same household as the employee shall not be employed in the same department, if such employment would result in a department head supervising a member of their immediate family. If two employees in the same department get married, or otherwise become members of the same immediate family, the City may require one of the employees to transfer to a position in a different department, provided there is a vacancy and they are qualified for the same. This transfer may result in a decrease in pay.

2.2 Sexual Harassment/Discrimination:

The City is committed to providing a work environment that is free from discrimination and harassment. Harassment or discrimination on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, age, disability or any other basis prohibited by state or federal law will not be tolerated. Harassment and offensive behavior may take different forms and may be verbal, non-verbal or physical in nature.

Under this policy, sexual harassment is defined as behavior of a sexual nature which is unwelcome and personally offensive to its recipient. It is a form of employee misconduct

which is demeaning to another person and undermines the integrity of the employment relationship. This sexual harassment policy also applies to same-sex harassment.

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- 1) By threat or insinuation, either explicitly or implicitly, an employee's refusal to submit to sexual advances or refusal to tolerate or participate in unwanted conduct or communication of a sexual nature will adversely affect the employee's terms and conditions of employment, including but not limited to wages, advancement, evaluation, assigned duties, shift assignment, career development, etc.
- 2) Any conduct or communication of a sexual nature has the purpose or effect of substantially interfering with work performance or of creating a hostile, intimidating, or offensive employment environment that may be considered offensive to another employee, including but not limited to:
 - repeated sexual flirtations, advances, or propositions;
 - continual or repeated verbal abuse of a sexual nature;
 - foul language;
 - unwanted physical contact;
 - graphic verbal commentaries about an individual's body or manner;
 - sexually degrading words used to describe the individual;
 - the display of sexually explicit pictures, cartoons, or other materials.

Any employee who feels he/she has been harassed or discriminated against or that his/her personal rights have been violated should immediately report the matter to the immediate supervisor unless the supervisor is the offending party. If the supervisor is unavailable, or the employee believes that it would be inappropriate to contact his/her supervisor, the employee should immediately contact the City Administrator, the department head, mayor, Council president or city attorney.

A supervisor or manager who becomes aware of any possible harassment should advise the City Administrator, human resources, the department head, the mayor, or Council president. The City will make a thorough, confidential, and impartial investigation of the complaint. All employees must cooperate with any such investigation. The City will take prompt remedial measures to immediately end the offending action.

Discrimination and harassment in the work place is prohibited by Federal and State law, whether committed by elected officials or supervisory or non-supervisory employees, and will not be tolerated. Retaliation or intimidation directed toward a complaining party is also prohibited by law and will not be tolerated by the City. A legitimate complaint of sexual harassment or discrimination will not have any bearing on the terms and conditions of employment of the complaining party, including but not limited to wages, advancement, evaluations, assigned duties, shift assignments, career development, etc.

A formal complaint of harassment or discrimination may be initiated in lieu of, during, or following this informal process as provided by State or Federal law.

Violations of the above stated policy by any employee may be cause for immediate disciplinary action.

2.3 Americans with Disabilities Act:

2.3.1 General

The Americans with Disabilities Act (ADA) and Amendments provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and programs, and telecommunications. Title II of the ADA states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subject to discrimination" in programs or activities sponsored by a public entity.

2.3.2 Complaint Procedure

The City has adopted this procedure to provide prompt and equitable resolution of complaints alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the ADA or its Amendments.

Any individual who believes that (s)he or a specific class of individuals with disabilities has been subjected to unlawful discrimination on the basis of that disability by the City may, by himself or herself or by any authorized representative, file a complaint. Complaints should be addressed to the City Administrator who has been designated to coordinate ADA compliance efforts. The complaint process is as follows:

- 1) A complaint must be filed in writing and contain: the name and address of the individual or representative filing the complaint, a description of the alleged discriminatory action in sufficient detail to inform the entity of the nature and date of the alleged violation, and be signed by the complainant or authorized representative. Complaints filed on behalf of third parties must describe or identify the alleged victims of the discrimination.
- 2) The complaint must be filed within 180 days after the alleged violation occurs. This time may be extended for good cause shown.
- 3) The City Administrator shall promptly conduct an informal, but thorough, investigation of the complaint. All interested parties shall be afforded an opportunity to submit evidence relevant to the complaint.
- 4) A written determination of the validity of the complaint and a description of the resolution shall be issued and a copy forwarded to the complainant after completion of this investigation. The finding shall include: findings of fact and conclusions of law, a description of a remedy for any violation found, and a notice

of the rights available to both the entity and the complainant, including the complainant's right to file a private suit.

- 5) The complainant may request a reconsideration of the complaint in cases where (s)he is dissatisfied with the resolution. The request for reconsideration must be made to The City Council within 5 working days of the original finding.
- 6) Nothing in this procedure shall be construed as preventing an individual from pursuit of other remedies including filing the complaint with any federal agency (s)he believes is appropriate or with the U.S. Department of Justice. This procedure also does not preclude the individual's right to file a lawsuit in federal district court.

2.3.3 Disability Accommodation

The City is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA) and all amendments thereto including, but not limited to, the Americans with Disabilities Act Amendments Act (ADAAA). It is the City's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. The employee or employment applicant shall inform the City Administrator or the department of the need for an accommodation, and the City shall engage in an interactive process regarding the request. The City may request documentation of the functional limitations to support the request. Such documentation shall be treated as a confidential record and not kept in the personnel file. The City prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.

2.4 General Safety and Vehicle Safety:

- 1) The City is committed to preventing injury to employees, preventing damage to property and to protecting the employees and the public from the results of accidents. The City realizes that safety belts are an important and efficient means to accomplish this goal. Thus, it is the policy that all City employees and their passengers shall be required to use seat belts when driving any city owned or leased vehicle (if equipped with seat belts) or while driving their personal vehicle on official City business. Failure to comply with this policy may result in disciplinary action.
- 2) While driving in any city vehicles all speed limits and traffic laws must be followed. This may be overlooked in the case of an emergency acting on official City business such as an emergency law enforcement call or utilities emergency.
- 3) All proper clothing and eyewear must be worn at all times in the course of performing duties for the City.
- 4) All City employees are responsible for following proper safety standards of their department and should defer to their immediate supervisor regarding safety questions.
- 5) In the event of an emergency situation employees should contact the North Sioux City Police Department at 605-232-4301 or dial 911.

2.5 Tobacco Products:

It is the policy of the City that smoking or the use of other tobacco products shall not be permitted in city buildings, facilities, vehicles or enclosed equipment, except in designated areas. Employees are not allowed to tobacco products while using any city owned equipment.

2.6 Outside Employment:

Employees shall not accept additional outside employment except with the prior written approval of their immediate supervisor. Such approval will not be granted when additional employment will interfere, conflict with or adversely affect the employee's City duties and responsibilities. The supervisor may rescind prior approval if the additional outside employment begins to interfere with the employee's City duties. The supervisor shall provide the employee with notification if the approval is to be rescinded. This policy section shall not apply to part-time, seasonal, or temporary employees.

2.7 Performance Evaluations:

Performance evaluations are designed to provide the employee with a record of his/her performance, to encourage professional growth and to promote communication between the supervisor and employee. When conducted, the performance appraisal will be conducted by the employee's immediate supervisor. The immediate supervisor of the employee shall conduct the performance evaluation. Further, the City Administrator will be given the opportunity to comment on the evaluation. The purpose of the evaluation is to commend strengths, address weaknesses, suggest ways to improve, and discuss employee goals and objectives. If requested, employees are required to sign their evaluations and may obtain a copy upon request. Signing does not imply agreement with the evaluation, but simply agreement that the contents have been made known or discussed with the employee.

Performance Evaluations shall be conducted on a yearly basis before the time yearly incentive packages are discussed and approved by the City Council.

2.8 Personnel Records:

2.8.1 Personnel File

It is the policy of the City to maintain accurate and updated information on City employees in its personnel files. The personnel file may include the following documents, but will not include any information contained in the confidential file listing (see policy 2.9):

- personal data sheet
- letters of commendation
- payroll deduction authorizations

- W-4 form
- I-9 form
- leave and absence slips
- disciplinary actions
- termination or discharge record
- previous positions held with City and rate of pay
- performance appraisals

The City Administrator shall be responsible for maintaining personnel records. In the absence of the City Administrator, his/her designee shall assume responsibilities for such personnel records. The City Administrator may also delegate the maintenance and control of personnel records to the Finance Officer or Human Resources Officer. Employee records are confidential. Such records shall be accessible only to the individual employee, the decision-making authority affecting the individual employee's employment status, and any others with a demonstrated need to know. The employee or his/her representative shall have reasonable access to his/her personnel records upon request to the City Administrator. The file will be made available to the employee's representative only upon express written authorization by the employee and copying costs paid by the employee.

As to written disciplinary actions in the personnel file, the employee may submit a letter of rebuttal to his/her file regarding any information contained in his/her file that is in dispute.

2.8.2 Changes of Name, Address, Telephone and Withholding Status

It is the employee's responsibility to inform the City Administrator and Finance Officer of any changes in name, address, telephone number or withholding status. An employee must immediately report any of the above or other pertinent changes. Intentional failure to report such information is grounds for disciplinary action. The employee making changes may be required to complete and sign paperwork requesting any changes.

2.8.3 Personnel Record Retention

Personnel records are maintained in accordance with the records retention and destruction manual for cities published by the State Bureau of Administration.

2.9 Benefits, Medical and Confidential File:

The City maintains confidential file(s) on employees. The file may include:

- benefit forms (retirement, health and life insurance, etc.)
- injury reports and workers' compensation information
- necessary medical examinations and records
- harassment/discrimination investigatory documents.

Access to this file is limited to the City Administrator and on an absolute need to know basis only as deemed appropriate by the City Administrator. Employees may designate someone to have access to this file in the case of a life ending event.

2.10 Employment References:

Absent a written authorization from the employee, it is the City's policy to provide only the following information on both present and past employees:

- if an employee has been employed with the City in City government service;
- dates of employment;
- current position or position at the date of separation from employment and other positions held; and
- verification of salary information.

Any written information disclosed about the job performance of an employee or former employee to a prospective employer of that person at the written request of the employee or former employee is presumed to be done in good faith and, unless lack of good faith is shown by clear and convincing evidence, and the disclosing party and City may not be held liable for the disclosure or its consequences. Any written response to the written request shall be made available to the employee or the former employee upon written request.

Providing employment references, including off-the-record remarks, without authorization in violation of the above stated policy may result in disciplinary action.

2.11 Executive Session - Personnel Discussion:

It is the policy of the governing board to recess into executive session to discuss contractual or personnel issues such as employee qualifications, competence, performance, and character or fitness. However, in accordance with South Dakota's open meeting law, no official action will be taken except in an open official meeting.

2.12 Political Activity:

Employees are encouraged to exercise their right to vote in City elections. Employees are allowed to involved themselves in political campaigns during personal time. During working hours' employees shall not engage in or participate in any other way in said elections.

Any employee who intends to give testimony in a legislative process involving issues relevant to the City or the employee's position with the City, must get permission from their supervisor prior to providing the testimony. This does not prohibit the employee from taking leave and testifying for themselves or exercising their rights as citizens.

Employees should not have direct or indirect conversation with state or federal legislators

or their staff involving policies relating to the City without knowledge of the appropriate supervisor.

2.13 Public Relations:

All employees are responsible for providing their particular City services to the public in a courteous, polite manner. Employees are expected to maintain high standards of conduct and cooperation in their duties for the City.

Employees shall refer all requests for public interviews or quote requests to the City Administrator. If appropriate, employees may respond to these requests, but only after the request is made aware to the City Administrator. If the City Administrator is unavailable employees shall work with the Mayor or their immediate supervisor to provide comment.

2.14 City Property:

Property owned by the City shall only be used for city business. Any use of city property for personal use may result in disciplinary action, including termination, except those uses of City vehicles inherent with an approved travel request. Any items received as a result of doing business as the City is the property of the City. All mail or packages received at City offices may be opened by a supervisor or other appropriate person and there shall be no expectation of privacy in such matters. Employees who separate from employment shall return all City property. Where any outstanding debts for equipment loss or unauthorized charges exist, the City may consider the employee to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss. The City reserves the right to garnish the final paycheck of any employee who separates from the City for any City property or outstanding debt not returned to the City up on separation from City employment.

2.14.1 Telephone Policy

While personal phone calls and text messages are not prohibited, their frequency, duration, and volume should not interfere with on-going work nor distract fellow employees. Excessive personal calls and text messages during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore asked to make personal calls and text messages on non-work time where possible and to ensure that friends and family members are aware of the City's policy. Flexibility will be provided in circumstances demanding immediate attention. Employees are not permitted to make personal long-distance telephone calls using the city's telephones or telephone credit card, except in emergencies. Employees may place personal long-distance calls if they use their personal calling card or call collect.

1. Personal Cellular Phones

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of City phones. The City will not be liable for the loss of personal cellular phones brought into the workplace.

2. Personal Use of City-Provided Cellular Phones

In its discretion, the City may issue a business cell phone to an employee for work-related communications. Employees' phones are expected to protect such cell phone from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

3. Safety Issues for Cellular Phone Use

The city understands that the use of cellular devices is an essential function of some employees. Employees are expected to use their best discretion when using their phones while driving. Safety must come before all other concerns. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

2.15 Recordings:

Employees shall not record employment-related conversations without prior approval of a supervisor. All picture taking and video taping is prohibited unless approved by management.

2.16 Safety Rules:

The City desires to conduct all of its operations in the safest manner possible. Compliance with the General Safety Rules listed below will assist us in achieving this objective. These rules are minimum and your continued awareness and cooperation in providing a safe place to work is a vital part of your job.

- 1) Whenever you are involved in any accident that results in personal injury or damage to property, no matter how small, the accident must be reported. Get first aid promptly.
- 2) Report immediately any condition or practice you think might cause injury or damage to equipment.
- 3) Do not operate any equipment which, in your opinion, is not in a safe condition, and report the condition of the equipment to your supervisor.
- 4) All prescribed safety and personal protective equipment should be used as required and maintained in working condition.
- 5) When lifting, use the approved lifting technique, i.e. bend your knees, grasp the load firmly, and then raise the load keeping your back as straight as possible. Get help for heavy loads.

- 6) Do not horseplay; avoid distracting others; be courteous.
- 7) Use the right tools and equipment for the job. Use them safely and when authorized.
- 8) Good housekeeping should always be practiced. Return all tools, equipment, and material to their proper places.
- 9) The use of illegal drugs and/or intoxicating beverages during employment and/or at the workplace is prohibited.

2.16.1 Violence, Harassment and Bullying in the Workplace Prohibited

The City condemns harassing, intimidating, threatening, bullying or assaulting behavior, speech or actions by any elected official or City employee against any employee or the public at and away from the workplace. In addition, the City will not tolerate intentional damage to City property by City employees or elected officials. Any employee who violates this policy will be subject to discipline up to, and including, discharge. Employees having knowledge of violation of this policy shall report such violation to their supervisors, or through the City's procedure(s).

2.16.2 Weapons Prohibited

For the safety of City employees and the public, no person will be permitted to possess firearms, explosives, or other weapons on City property, except those individuals authorized to do so in the course of their duties with the City. Employees are allowed to keep firearms and other weapons safely in their personal vehicles ensuring they are locked in a place where others are not able to access them. Examples of prohibited weapons include, but may not be limited to:

1. All types of firearms, including rifles, shotguns, pistols.
2. Archery equipment, including arrows, hunting bows, crossbows.
3. Large hunting or weapons-style knives, including "bowie" knives, machetes, stilettos, or switchblades, etc. (This does not prohibit possession of personal, folding pocket or penknives or other bladed tools used in the course of work activities.)
4. All explosive devices or explosive materials used in such devices.
5. Other objects clearly designed or intended to be used as weapons, such as nunchucks, clubs, and brass knuckles.

Duly authorized educational programs, demonstrations, displays, dramatizations, competitions, or other similar public events as approved by the respective department may be exempted.

2.17 Accident Reporting and Investigation:

All work-related accidents and injuries, no matter how minor, should be reported to your supervisor or the City Administrator immediately. This is for your protection in case medical attention is necessary or in the event of some future complication caused by the

accident.

The city provides workers' compensation insurance for every employee. It protects you for loss of pay and time and for the cost of medical care for injuries sustained while working. For details, see the Workers' Compensation Policy in this handbook.

If you are involved in an automobile accident while working or while driving a city-owned or rented vehicle, you should:

- 1) Obtain all information relating to the accident in a professional manner, including the names and addresses of any witnesses.
- 2) Contact the North Sioux City Police Department, or local police, while still at the accident scene and direct them to come and take any appropriate statements and collect evidence.
- 3) Do not negotiate the settlement of any claim, promise payment for any injury or damage, or admit liability.

You should complete a written report for all accidents and injuries as soon as possible. Completed accident reports provide necessary information to allow the processing of claims with the City's or the other motorists' insurance companies. Any damage to the vehicle, no matter how slight, must be noted on the accident report.

Upon notice of an accident, an investigation may be conducted by a supervisor and if done, shall be documented. An employee involved in a motor vehicle accident in a City vehicle shall also report the accident to the Police Department.

2.18 Personal Appearance:

Employees are expected to exercise discretion and good taste in the matter of dress. Cleanliness and good grooming are expected.

Departments may require City issued uniform be worn as their standard to ensure consistency and public identification. Shirts shall be short-sleeved at a minimum. Clothing items purchased with city funds shall be worn or used during work hours, and generally worn by the employee while working. Employees will be required to replace missing work clothing at their own expense if the work clothing is lost, stolen or damaged due to the employee's own negligence. Employees are expected to report to work each day in a clean shirt. When a shirt is considered unwearable, the shirt will be returned to the appropriate supervisor, who will dispose of it first removing any logos.

The wearing of suggestive attire, soiled clothing or radical departures from conventional dress is not permitted. Tank tops with large baggy, gaping armholes are not permitted.

Supervisors are authorized to develop and implement additional policies and practices which relate to the provisions of this subject which are not inconsistent with the guidelines set forth herein. Employees wearing inappropriate attire will be instructed not

to wear the attire again and may be asked to return home and change. If an employee is asked to return home and change their attire that time shall be unpaid. Any subsequent offences of inappropriate attire may result in further disciplinary action.

2.19 Computer and Internet Policy:

The City may provide employees access to computers, networks, Internet and electronic mail (e-mail). Every employee has a responsibility to maintain and enhance the city's public image and to use the above listed tools in a productive, professional, and business-like manner. To ensure this, the City has established the following policy for using computer/electronic equipment. This policy does not supersede any local, state or federal laws, or any other city policy regarding confidential information dissemination or standards of conduct. The electronic equipment listed above is city owned property, thus its access and use, except in the limited circumstances listed below, is for **OFFICIAL USE ONLY**. Employees shall have **NO EXPECTATION OF PRIVACY**, regarding their use of e-mail or the Internet. All records created by Internet use or e-mail are subject to inspection and audit by management or its representatives at any time, without notice. When using city e-mail or Internet services, which include messages sent by home using the city's server, employees agree to allow the employer to review and monitor all messages they send, store or receive on the system or any searches they make on web sites they visit using the City's Internet Server. By use of this equipment/systems, the **employee** understands and consents to the **City's right to inspect, audit, and/or monitor**.

2.19.1 General Terms

City electronic equipment is to be used only for official City business; however, brief and occasional e-mail, browsing the Internet and use for non-business and/or personal matters within the confines of good judgment and within the guidelines herein described will not be deemed a violation of city policy. Usage for personal and/or non-business reasons must not impede the conduct of the City business and must not cause the City to incur any direct cost. An employee assumes full risk and responsibility for the exercise and application of good judgment; and all personal usage of the City electronic equipment is subject to later review and determination by the City, on a basis which may arguably be subjective, as to whether or not the personal usage was within the confines of good judgment and not an abusive misuse of public property.

2.19.2 Discrimination/Harassment

Employees are prohibited from using electronic equipment to violate City Policy 2.2, titled SEXUAL HARASSMENT/DISCRIMINATION relating to all forms of harassment and/or discrimination.

2.19.3 Specific Rules and Prohibition

- Unless authorized, employees may not use another employee's personally assigned account, password, login, logout, user name, etc., or lend use of any of these to another person.

- Employees must be aware of and comply with licensing and copyright restrictions applicable to software and data files they may access.
- Employee users must respect the privacy of others; employee users may not access private files or communications of others, even if unprotected, except by management as stipulated within this policy.
- The creation, dissemination, download, upload, installation or copying of illegal or pornographic documents or images is strictly forbidden. Certain work related situations will exclude the Police Department from this rule.
- Employees shall not use the electronic equipment in a manner which results in damage to any City property (hardware or software); employees shall use all City provided computer equipment in a manner which shall not knowingly result in the introduction of a computer virus or other destructive program or file to any City computer system.
- Accessing, posting, or sharing any racist, sexist, threatening, offensive, obscene or otherwise objectionable material (whether visual, textual, or auditory) via the Internet or e-mail is strictly prohibited.
- Electronic mail shall not be used to receive any type of regular personal communication such as direct mailings from commercial retail sites.
- Electronic equipment will not be used for personal commercial purposes, political purposes, illegal or unauthorized purposes.
- Employees with access to any northsiouxcity-sd.gov email address must constantly remain aware of the emails they are opening and should not open any email or any attachment which they do not believe is from a reliable source.

2.19.4 Monitoring, Violations, Penalties

- Violations of this policy shall be reported to the employee's supervisor.
- Monitoring individual usage of the electronic equipment by authorized individuals may occur.
- Violation of these policies may result in disciplinary action up to and including termination.

2.20 Blogging and Social Networking:

The City recognizes that Social Networking (such as personal web sites, blogs, Facebook, MySpace, Twitter, online group discussions, text messaging, message boards, chat rooms, etc.) can be used by employees for personal reasons as well as business purposes. The City also understands how the use of internet social network sites and blogs can shape the way the public views our products or services, employees, vendors, partners and clients. The City respects the right of any employee to maintain a blog or post a comment on social networking sites. However, the City is also committed to ensuring that the use of such communications serves the needs of our business by maintaining the City's identity, integrity, and reputation in a manner consistent with our values and policies. Therefore, the City has established the following rules and guidelines for communicating City-related information via Social Networking forums whether used in or outside the workplace:

2.20.1 Personal Blogging or Social Networking on City Time

Employees may not post on a personal blog or web page or participate in a personal social networking site during working time or at any time with City equipment or property. Working time is your scheduled time of work not including lunch time, breaks or time prior to or after your shift.

2.20.2 Disclaimer

If from your post in a blog or elsewhere in social media it is clear you are a City employee, or if you mention the City, or it is reasonably clear you are referring to the City or a position taken by the City, and also express a political opinion or an opinion regarding the City's positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not the City's position. This is necessary to preserve the City's good will in the marketplace.

2.20.3 Right to Monitor

The City reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interests and monitoring compliance with City policies. The City reserves the right to access any City computers and electronic communication devices to monitor blogs and on-line websites. Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or posted on such sites.

2.20.4 Reporting

If an employee believes that a blog or other online communication violates any City policy, the employee should immediately report the blog or online communication to his or her supervisor. The City will investigate the matter, determine whether such blog, posting, website, or communication violates City policies, and take appropriate action.

2.20.5 Employee Rights

This policy is not intended to restrict an employee's rights to discuss wages and working conditions with co-workers or in any way limit employees' rights under the National Labor Relations Act.

2.21 Non-solicitation:

Solicitation on city property is not allowed.

POLICY 3: EMPLOYEE CLASSIFICATIONS

3.1 Definitions:

Appointive Official: An individual who holds a position in the City as specified by S.D.C.L. 9-14-3 (see policy 12).

City Employee: Anyone employed by the City who is not an appointive official.

Regular Full-Time Employee: (FTE = Full Time Employee) An employee who is employed by the City to work a predetermined schedule of at least 40 hours per week and has completed their employee-in-training period. Benefits for FTE are as follows:

Vacation Leave:	Full benefit
Sick Leave:	Full benefit
Holiday Pay:	Full benefit
Health (Dental) Insurance:	Full benefit
Life Insurance:	Full benefit
Personal Emergency Leave:	Full benefit
S.D. Retirement System:	Participating

Regular Part-time Employee: An employee who is employed by the City to work at least 20 hours but less than the full time hours per week as defined above on a regular basis [and has completed his/her employee-in-training period]. Benefits for these employees are as follows:

S.D. Retirement System:	Per SD State Retirement Rules and Regulations
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Temporary or Seasonal Employee: An employee who is employed by the City to work for less than 29 hours per week (part time) or less than 6 months. No benefits are provided.

Probationary Period: An employee who is newly hired by the City in a regular full or part time position who is completing his/her 6-month probationary period (see policy 4.14). Benefits for these employees are as follows:

Vacation Leave: Accrue full benefits but may not use leave until completion of probationary period.

All other benefits are the same as their respective classification above.

POLICY 4: RECRUITMENT, SELECTION AND PROMOTION

4.1 Recruitment and Hiring Policy:

It is the policy of the City to recruit and fill job vacancies with the most qualified individual for the position. The City has three methods of recruiting qualified applicants to fill job vacancies in City employment. These are: 1) promotion from within; 2) transfer from within; and/or 3) open announcement and advertisement. All selections shall be based on merit and fitness to fill the job vacancy. All recruitment efforts are based upon equal employment opportunity and conducted without regards to race, religion, creed, color, national origin, sex, sexual orientation, sexual identity, age, disability, political affiliation, and marital or veteran status.

City positions which are previously created can be advertised for without the approval of the City Council. The City Council shall approve the creation of all new positions within the city. The City Council may allow the department head, City Administrator, or a combination of both to approve hiring decisions. The City Council shall approve the hiring of all department heads and the City Administrator.

4.2 Job Announcement and Promotion

Announcements for regular full-time and part-time job vacancies shall be made according to the position. The City reserves the right to promote employees from within the current organizational structure. There is no official consideration given for seniority, and selection shall be made on a merit basis only. Public announcements for city employment should include the job title, a brief job summary, deadline for filing, and where applicants can obtain a full job description and employment details. Announcements shall also state the City is an "Equal Opportunity Employer."

4.3 Applications for Employment:

Individuals interested in applying for a specific position with the City must complete and submit a City application form. In addition to the completed application form, a resume may be strongly encouraged.

4.4 Eligibility:

To be eligible for employment with the City the applicant must:

- 1) be legally eligible to be employed in the United States as proven on the required I-9 form. (Required by federal law)
- 2) if born after December 31, 1959 and male, be registered for the selective service. (Required by federal law and SDCL 3-1-1.1)
- 3) a valid driver's license
- 4) other requirements made known to the applicant on the position announcement.
- 5) Employees may be required to submit to a background check, fingerprinting, and/or a driver's license verification, drug screening, and a physical.

4.5 Veterans Preference:

Where all other qualifications are equal, preference in employment will be given to veterans who have served on active duty and been honorably discharged from the armed forces of the United States using the definition of veteran listed in SDCL 33-17-1 and the periods specified in 33-17-2.

4.6 Disqualification:

An applicant is disqualified from employment by the City if he/she 1) does not meet the minimum qualifications for appointment; 2) knowingly has made a false statement on the application form or resume; 3) has committed fraud during the selection process; or 4) has failed to register for the selective service where so required to do.

4.7 Selection:

Selection to fill a job vacancy is made on the basis of knowledge, skills, education, experience, and ability to perform the duties of the specific position. All selections are to be made without regard to race, religion, creed, color, national origin, sex, sexual orientation, sexual identity, age, disability, political affiliation, and marital or veteran status.

4.8 Appointment of City Employees:

Appointment of City employees is by the appointing authority with the approval of the City Council.

4.9 Employment Offers:

After the proper authorities have selected an individual to fill a job vacancy, the individual will be notified of their selection by the City Administrator or Direct Supervisor. An offer of employment shall be extended and a starting date established at this time. Employment offers are for at-will employment, under which the employment relationship may be terminated with or without cause, with or without prior notice, by either the City or the employee.

4.10 Acceptance of Employment:

After an individual has accepted employment with the City, the Finance Officer shall ensure that the necessary and proper paperwork is filed within the employee's personnel file.

4.11 Residency Requirement:

Public Works Employees	Within North Sioux City City Limits
Police Officers	Within 7 miles and in the State of SD
All Other Employees	Within 15 Miles of North Sioux City

An employee must obtain this residency within 6 months of the start of their employment. The City Council may grant an extension of this requirement in the case of the employee not being able to obtain housing.

An employee must obtain residency within 15 miles of the City of North Sioux City within 6 months of the start of their employment. The City Council may grant an

extension of this requirement in the case of the employee not being able to obtain housing.

Commented [TC1]: Rich has an issue with anything that goes over the State boundary. The belief is that officers would become employed in NSC and then take their certification to another state when they are able. The issue is between recruitment and then retention of employees. Housing has always been a hurdle for employment.

Commented [TC2]: Council will need to make a decision on if they want to require a residency requirement to stay in place as is, or if they want to expand that requirement.

4.12 Employment of Relatives (Nepotism):

The City's policy in employment is to hire and promote on the basis of an individual's merit, knowledge, skills, and abilities and avoid circumstances of favoritism. Thus, the employment of immediate family members where one member would hire, supervise, discipline or otherwise judge the performance of the above is prohibited. Immediate family is defined as: parents, step-parents, spouse, children, stepchildren, brothers, sisters, step-brothers, step-sisters, grandparents, grandchildren or an individual who has acquired any of the above status through marriage.

This shall not apply to elected officials, but elected officials should be aware of abstaining from decisions which would affect the direct well-being of immediate family members.

4.13 Probation Period:

Every employee hired by the City must complete a 6-month training period for the purpose of assessing the individual's ability to perform their assigned duties. Such employment may be terminated if either the City or the employee feels this is the appropriate action. There is no notice required of either party for such termination and no due process procedures will be held by the City for any disciplinary action during this time period. During this training period an employee shall accrue both sick and vacation leave at the regularly scheduled rate. Sick leave may be used as necessary at this time, however, the employee is not entitled to use their accrued vacation leave until completion of their training period. An employee-in-training is entitled to paid holidays as observed by the City. At the discretion of the employer, the training period may be extended by an additional 3 months.

POLICY 5: HOURS OF WORK

5.1 General Policy:

It is the City's intent to create a standard work week within which an employee is expected to perform City services. The City also realizes that emergency and extenuating circumstances may arise in which an employee is required to work variable hours. Nothing within this policy is meant as a guarantee to the number of hours, either daily or weekly, that an employee may be required to work. However, it is the City's policy that every employee be treated equally and fairly when expected to work odd or extended hours.

5.2 Standard Work Week:

The standard 40-hour work week, unless otherwise stated, for the purpose of calculating pay and overtime shall begin at 12:00 a.m. Sunday and end on 11:59 p.m. Saturday.

5.3 Standard Work Day:

The standard eight-hour work day for City employees will begin as set by the employing department, including a 60-minute break for lunch and a 15-minute break period in both the morning and afternoon. Certain departments may choose to use a 30-minute lunch break period. Break periods may not be accumulated for time off. Emergencies may require that employees work more than eight hours in a day. The Police Union contract shall supersede this section, 5.3, for work hours/periods.

5.3.1 Time Worked

If less than a full hour is worked, the amount of time recorded on the timesheet should be rounded to the nearest quarter-hour.

5.3.2 Daylight Savings Time

The hour an employee loses each spring (by working seven of a scheduled eight-hour shift) must be charged to vacation or, with supervisory approval, be made up within the same work week. The extra hour an employee works each fall (by working nine hours rather than the scheduled eight) must be paid to the employee within the guidelines for overtime provisions under the Fair Labor Standards Act.

5.4 On-Call Time:

A Department may make stand-by arrangements which will be rotated among qualified employees. The employees on stand-by shall keep themselves available for immediate service that may arise and shall furnish the supervisor with a telephone number where the employee can be reached or the employee may be required to carry a radio or cell phone.

A public works employee On-Call shall receive 4 hours overtime pay for each weekend day On-Call, overtime pay for each call out at a minimum of 2 hours per call out, and \$42 per hour for every hour on call in which the employee is not receiving overtime pay. An On-Call week shall run from Sunday to Saturday to coincide with the standard working week. If On-Call responsibilities is divided between two employees it shall be done for 24-hour day long periods and shall be approved by the supervisor.

5.5 Overtime:

Employees may be required to work overtime when determined necessary by their supervisor or the City. Overtime is defined as time that is worked in excess of the first 40 hours within the standard work week and does include hours paid but not worked such as

Commented [TC3]: Employees on call do not currently have a minimum call out time. In the event a call out for emergency service on a weekend only takes 1 hour, the employee is paid for the 1 hour. This was changed during the handbook revisions in Sept. 2016.

Commented [TC4]: Employees are requesting an increase to the hourly rate that is paid to them while on call without being on a call out. If all is normal, they would be paid \$240 (less the 4 hours overtime per day they are paid which they do backwashing during) (20 hours per weekend day and 16 hours per weekday at \$2 per hour).

Another option would be to set this as a flat amount set by Council. i.e. the person on call would receive \$250 for their services.

holidays, vacation days or sick days. Except in emergency situations and for on call employees, all overtime must be authorized by the employee's department head prior to the working of such hours. Overtime is to be authorized only if the work cannot be otherwise done during normal work hours. Insofar as possible, the opportunity to work overtime shall be distributed as equally as practicable by the City among the employees in each department.

Overtime compensation for all overtime eligible employees shall be at the rate of one and one-half (150%) of the employee's regular hourly rate. As stated above, time paid for but not worked (holidays etc.) does count toward hours worked for the purpose of calculating overtime hours. However, if an employee is required to work on a holiday the City will follow the holiday policy as found in 7.11.

Accrual of overtime without prior authorization may result in disciplinary procedures.

The police union contract shall state its own working week hours and overtime schedule.

5.6 Exemptions to Overtime:

The following employees are exempt from the overtime standards:

- 1) Appointive officers (if determined to be FLSA exempt)
- 2) Executive, Administrative, and Professional employees.

5.7 Attendance:

All City employees are expected to be at work on time and during their regularly scheduled hours. Employees who are unable to report for work on time are required to notify their immediate supervisor or the City Administrator prior to their being absent, unless an emergency exists. If an emergency situation exists, the employee is expected to notify the proper authority as soon as reasonably possible. Except in cases of an emergency, if an employee is absent more than 3 consecutive days without proper notification, the employee will be considered to have voluntarily resigned their position and/or may be discharged from City service.

5.8 Time Sheets/Cards:

For the purpose of calculating and issuing pay checks, each employee's time sheet is a record of their regular hours worked, overtime worked, and vacation or sick leave used. Timesheets are the responsibility of each individual employee to calculate their time correctly. Every employee and their supervisor must sign their time sheet to verify that all entries are accurate. Intentional falsification of time sheets may result in disciplinary action.

5.9 Time Clocks:

Time clocks may be used by the City for recording work time of all employees specified by the governing board. If used, each employee required to use a time clock must punch in and out promptly and have their supervisor or the City Administrator initial changes necessary to correct time records. Employees shall not punch another employee's time card. Such action may result in disciplinary action.

POLICY 6: COMPENSATION

6.1 Pay Period and Pay Day:

City employees are paid on a bi-weekly schedule. Paychecks are issued on the first Friday following the end of the bi-weekly pay period.

6.2 Early Pay Checks:

The City does not grant early paychecks to employees. If an employee is to be absent on payday, it is his/her responsibility to ensure that his/her paycheck is properly handled. If no arrangements are made prior to the employee leaving, the pay check shall be given to the employee at the earliest possible time upon his/her return.

6.3 Time Sheets:

Each employee is responsible to ensure that his/her time sheets are correct and submitted on time. Signed vacation and sick leave slips shall be turned into the appropriate personnel. Any misrepresentation of time worked or falsification of any time sheet may result in disciplinary action.

6.4 Payroll Deductions:

The City is required to withhold Federal Income Tax and Social Security (FICA) from each employee pay check, unless employee designates as exempt on W-4. Other deductions include:

- 1) Employee contributions to the South Dakota Retirement System.
- 2) Employee contributions to Health Insurance
- 3) Any deduction an employee elects to make such as, but not limited to, union dues, gym memberships, supplemental insurance, or additional HSA contributions.
- 4) Those deductions brought to the city through some type of court order.

6.5 Benefits:

Benefits that follow are those offered by the City to employees. These benefits are afforded according to individual employee classifications (see policy 3). Applicable information will be provided separately to you by the City.

6.6 Workers' Compensation:

Workers' compensation is a "no fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill due to their employment. Some exceptions are injuries caused by willful and serious misconduct or by a worker's intoxication or by an employee's voluntary participation in recreational social activities. Employees may be required to fill out a full accident report detailing the situation in which the accident during working hours occurred.

The City pays the entire cost of workers' compensation insurance. The insurance will cover all related medical and rehabilitation expenses and a portion of lost wages. The insurance company will also authorize the length of stay, if any, away from work.

If an employee is injured on the job, work related medical costs are paid as well as the compensation rate for salary loss as set by the State of South Dakota. Injury on the job must be reported immediately to the employee's direct supervisor or the City Administrator. The injured employee must then complete the appropriate worker's compensation forms. State law requires any injury to be reported no later than three (3) business days after it occurred. If it is not reported within three days and the employee doesn't have a good reason, worker's compensation benefits could be denied.

In cases where worker's compensation wage reimbursement is paid to an employee, the employee may use sick leave to make up the difference between worker's compensation pay and their regular pay. When the sick leave is exhausted, annual paid leave may be used for this purpose. When all leave becomes exhausted, worker's compensation pay will be continued but participation by the City through wage supplementation will be discontinued and leave benefits will not accrue. Benefits of health, dental, and life insurance will be continued for the employee for a period of six months for City participation. The employee will have the option of two plans as to when the six months of participation by the City will begin:

- 1) If the employee chooses to use accumulated sick and annual leave to supplement worker's compensation pay, the six months of City participation will begin at the time all accumulated leave is used.
- 2) If the employee does not choose to use accumulated sick and annual leave, the six months begins at the time of the injury.

In either case, City participation of health, dental, and life insurance will not exceed one year from the date of injury. Retirement contributions shall be discontinued during the period of time the City is not participating in conjunction with worker's compensation. All benefits will continue upon return to work.

6.7 Travel and Reimbursement of Expenses:

6.7.1 General Policy

It is the policy of the City that employees be fully reimbursed for necessary and reasonable job related travel expenses.

6.7.2 Travel Approval Required

All travel must be approved by the City Administrator or designated authority prior to the date of travel except in emergency instances.

6.7.3 In-State Travel Expenses

Per diem rates for approved in-state travel shall be paid at the current state rate.

6.7.4 Out-of-State Travel Expenses

Per diem rates for approved travel outside the state of South Dakota shall be paid at the current state rate.

6.7.5 Meal Allowance - Schedule for Computation

The City will use the State of South Dakota per diem for meal allowances. The City may reimburse fully for meals where a full receipt is provided. Any tipping on meals shall not be over 18%. There shall be no reimbursement for a meal that is provided for the employee through the course of travel including, but not limited to, hotel provided breakfasts, conference provided meals, or meals paid for by a third party.

6.7.6 Receipts Required for Lodging

Receipts are required for all lodging expenses for reimbursement.

6.7.7 Mileage Rate

When employees may use their private vehicles for approved travel, mileage shall be paid at the current state rate.

6.8 Health Savings Account (HSA)

~~A contribution amount of \$1,750 per employee on single insurance and \$3,500 per employee on family insurance shall be deposited to each employee's HSA account each year. This deposit shall be made available to each employee before the first payroll of the year. Subject to change annually.~~

~~If the status of the employee changes during the year, the contribution amount will be modified on a prorated basis from the month following the date of change. For example, if a single employee would get married on July 10th, the City will contribute the difference between the single rate and family rate prorated by the number of full calendar months remaining in the year.~~

Commented [TC5]: It is suggested to delete the section regarding HSA accounts as the HSA may not always be an options for employees if medical insurance coverage plans are changed to a non-HSA compliant plan. Also, this language is very specific to the contribution amounts and is no longer followed.

~~If an employee changes from a family rate to a single rate, or if an employee leaves the employment of the City, the employee may be required to return the overpaid portion contributed to their HSA account to the City.~~

6.9 Longevity Pay

~~At the beginning end of the sixth second year of service with the City, employees shall be paid longevity pay based on their date of hire, at a rate of \$825.00 for each year of completed service, to be paid annually in a separate check on first payroll date of December.~~

Commented [TC6]: There was some confusion on this section. If the Council chooses to move forward with this in the same manner as it is now it should read "end of the fifth year of service".

Staff have suggested longevity pay after the 2nd full year of service. I.e. If someone's hire date is January 15, 2017 the employee would be eligible for the longevity pay in December 2020.

6.10 State License Certification

Employees receiving and maintaining State License Certification in the following areas: water treatment, water distribution, waste water treatment, waste water collection, general spraying, mosquito spraying, and weed sprayer licenses shall receive an additional \$.25 per hour above their hourly wage.

POLICY 7: LEAVES OF ABSENCE

7.1 General Policy:

Leaves of absence for vacation and sick leave are considered a benefit and privilege offered by the City. Leaves are not granted automatically, but are to be requested by the employee. Reasonable effort will be made to ensure that all employees are treated equally and fairly. In some instances, it may not be possible to grant all leaves requested during busy times or emergency situations, however reasonable effort will be made to grant requests. Employees anticipating a leave of absence are encouraged to apply for such leave as soon as possible.

7.2 Vacation Leave:

Paid vacation leave will be granted to all qualified employees (see policy 3).
Vacation leave will accrue at a rate according to the following schedule:

- 0 – 3 years 3.08 hours/pay period (2 weeks per year)
- 3 – 10 years 4.62 hours/pay period (3 weeks per year)
- > 10 years 6.15 hours/pay period (4 weeks per year)

Employees on leaves of absence without pay or suspensions without pay do not accrue vacation leave benefits. Employees-in-training (probationary employees) accrue vacation leave but may not take such leave until they have successfully completed such training period. Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. Eligible employees may accrue a maximum of 200 hours or 5 working weeks of vacation leave. Upon accrual above the maximum vacation

leave hours, hours accrued will automatically be subtracted down to the maximum allowable hours without time being granted for leave. It is the employee's responsibility to ensure that hours are used on a timely basis according to this policy.

When an employee's vacation time falls on a holiday, such time is not to be subtracted from an employee's vacation leave balance. Vacation leave must be scheduled with the employee's immediate supervisor at the earliest possible time prior to the use of such leave. The City reserves the right, within reason, to disapprove requested time for vacation leave for the purposes of maintaining the work force during heavy scheduled work periods. However, the City will make reasonable effort to accommodate employee requests for time off. Vacation leave will be granted on a first come first serve basis, based on operational needs. The minimum amount that may be charged to an employee's vacation leave is one hour per leave period.

Upon separation from employment, an employee will be paid for any accumulated vacation time. Reimbursement for vacation leave will be at the employee's salary rate per their last day of employment.

Approved requests for leave should be given to the Finance Officer for proper documentation and to be figured in to the proper payroll period.

7.3 Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off plan for full time employees to use for vacation, illness, injury, and personal business.

Full-Time employee accrue PTO on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly Accrual of Hours</u>	<u>Annual Accrual Days</u>
<u>Date of Hire through yr 3</u>	<u>6.77</u>	<u>22</u>
<u>Beginning of yr 4 – yr 10</u>	<u>8.31</u>	<u>27</u>
<u>Beginning of yr 11</u>	<u>9.85</u>	<u>32</u>

January 1st of every year the employee would receive their allotted PTO time based on years of service. If the employee is hired during the year, their PTO will be prorated based on their starting date.

Years of service are based on employee's hire date.

If PTO hours are used during the workweek and the employee is asked to work additional hours beyond their regular schedule, the number of PTO hours used will be reduced until the total of actual hours worked and PTO used in that workweek equals 40 hours.

PTO days should be planned and scheduled in advance whenever possible. To schedule planned PTO, employees should request advance approval from their supervisors.

Commented [TC7]: If implementing PTO current vacation and sick time that is accrued should be rolled over to the new system as equal hours. i.e. if an employee has 20 hours vacation and 20 hour sick they would have a bank of 40 PTO hours.

Commented [TC8]: There is some concern from the PD that people would abuse this by calling in sick if some's request for PTO is denied.

Commented [TC9]: There were questions from the supervisor group regarding an accrual basis vs. an annual dump of days on an employee's anniversary date.

An annual dump of days is easier to manage

An annual dump of days could be detrimental to the city's finances. i.e. if the anniversary date is March 1 and an employee leaves the City's employment on March 15 the City would have to pay out those days even though the employee didn't earn them. I have added wording that would only allow the employees to get paid out for PTO that was earned.

If an annual dump of days is done then Council would have to decide if the days come on their first day of employment, or if the days come at the end of the first year of employment. If at the end of the year, any employee would not be able to take time off during their first year. If they come on their first day the Council could also not allow for them to use it until their 6 month probation period is complete.

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Commented [TC10]: This would be in direct contrast to the current policy section 5.5. Currently holidays and time off is figured into the 40 hour work week for the calculation of overtime.

Requests are reviewed based on a number of factors, including business needs and staffing requirements.

When a paid holiday falls within the employee's vacation period, an additional day of PTO may be granted. Upon separation of employment, employees receive pay for earned, unused PTO time provided it does not exceed the maximum accumulation limits.

The maximum accumulation year to year of PTO shall be limited to 480 hours. Employees should use any PTO exceeding the maximum accrual limit prior to December 31st each year. Any excess PTO hours not used by December 31st will be lost. An exception to this rule may be granted by the City Administrator and Mayor with the understanding that all excess PTO will be used within the first quarter of the following year.

Employees who have an unexpected need to be absent from work should notify their direct supervisor before the scheduled start of their workday. The direct supervisor must also be contacted each additional day of unexpected absence. In the event the unexpected absence is medial related, and greater than 3 days of continuous leave, medical doctor approval may be necessary to prove a legitimate illness exists. The immediate supervisor may request a physician's statement concerning such absence at any time.

Absences not reported in accordance with these provisions will not be tolerated.

Upon separation from employment, an employee will be paid for any accumulated PTO time, if the employment ends prior to December 31st the pay-out for the current year's PTO will be prorated based on their date of separation. - Reimbursement for PTO will be at the employee's salary rate per their last day of employment.

Commented [TC11]: If moving to a PTO policy all should be aware of the payout amount as the current system with Sick time does not pay out full sick time. All PTO policies I have researched pay out 100% of PTO that is given.

Commented [TC12]: This would allow for an employee to accrue more than 480 hours during the year so hours are not lost/taken away during the year. This policy would only have PTO hours taken away/lost 1 time per year, on December 31st.

There is some concern from the employees that this could possibly be abused toward the end of the year. Discussion was had that the system should possibly stay as people losing accrued time during each pay period instead of just at the end of the year.

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Commented [TC13]: This would be additional cost that would be paid out at the end of employment where currently we don't pay out all of an employees sick time. PTO policies normally pay out the total amount accrued as it is earned time off.

7.3 Sick Leave:

Employees who are eligible for full benefits (see policy 3) shall accrue sick leave at a rate of 1 day of sick leave per month.

Employees on leaves of absence without pay or suspensions without pay who are absent for a full pay period do not accrue sick leave benefits. Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during the succeeding calendar years to a maximum accumulation of 60 days. Sick leave benefits shall be paid at the employee's regular rate of pay at the time the leave is taken. The minimum charge to sick leave is one hour per leave period.

An employee absent from work due to illness or disability shall notify his/her immediate supervisor before scheduled to work, or as soon as possible if an emergency situation exists, and indicate the nature of the illness or disability and the expected length of absence. Failure to report an illness in a timely manner may be cause to consider the absence as unauthorized and without pay.

After 3 days of continuous sick leave, medical doctor approval may be necessary to prove that a legitimate illness exists. However, the immediate supervisor may request a physician's statement concerning such absence at any time.

Any employee found to have abused their sick leave privileges may be subject to disciplinary action.

City employees are eligible to use sick leave time when needed for immediate family members. Please see section 7.9 for the definition of Immediate Family.

City employees are eligible to be paid for 50% of any unused sick leave after 10 years of continuous work for the City if they leave the employment of the City in good standing (non-termination).

7.4 Extended Leave for Illness or Temporary Disability:

Employees may request approval to use accumulated sick leave and vacation leave for the purpose of paid release time to recover from an extended illness or temporary disability. For extended periods of illness or temporary disability, a medical doctor's certification of illness may be required.

7.5 Maternity/Paternity/Adoption Leave:

The city is committed to assisting employees with welcoming new children into their family. An employee who is pregnant, adopting, or those whose spouse will be having a child is entitled to take up to 12 weeks of maternity/paternity/adoption leave if they choose to, irrespective of your length of service or earnings with the City. An employee who decides to take maternity/paternity/adoption leave can either take the leave as unpaid leave, sick leave, vacation leave, or a combination of the three types. An employee is allowed to take their 12 weeks of maternity/paternity/adoption leave within one year of the birth/adoption of their child. It is important for the employee to inform their immediate supervisor of maternity/paternity/adoption leave to allow the City to plan accordingly.

Upon return to their work with the City after maternity/paternity/adoption leave the employee will be reinstated to their position of employment. If the employee is not able to be reinstated in the exact previous position the employee will be placed in a position comparable in nature with the same wages and benefits.

7.6 Jury Duty/Litigation:

City employees will be granted leave with pay for jury duty or if they are subpoenaed to testify in court for city business. During such periods of absence, regular full-time or part-time employees will receive their regular rate of pay minus the jury duty pay or the employee may endorse the court payment, less documented mileage/expenses, to the City. Employees who are absent from work due to jury duty will not be dismissed or

suspended from employment; and shall retain and be entitled to the same job status and pay as he/she had prior to performing jury duty. Persons who are to be absent due to jury duty must notify his/her immediate supervisor in advance. If no prior notification is given the employee may be subject to disciplinary procedures. Vacation and sick leave benefits shall accrue at the normal rate for eligible employees during jury duty.

City employees involved in their own litigation are required to use vacation leave or leave without pay.

7.7 Voting Leave:

City employees whose work schedule does not enable them time to vote during which time the polls are open shall be allowed up to one hour to vote. Such time shall be treated as regular work time for the purpose of pay and accrual of leaves.

7.8 Military Leave:

7.8.1 Request for Military Leave of Absence

An employee who wishes to be granted military leave of absence must submit the request and a copy of his/her official orders or other records from the military service to his/her immediate supervisor prior to the dates of attendance. If the reservist or National Guard member submits a copy of his/her official annual training schedule prior to beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule, or when the annual schedule is modified.

7.8.2 Active Duty

An employee who enlists or is called into Active Duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service. In order to have re-employment rights, a person leaving active duty in the military service of the United States must apply to the City for reemployment within 90 days after his/her separation from active duty, or within 90 days after his/her release from hospitalization continuing after such separation for not more than one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial duty for training, or active or inactive duty training, or other active duty where different re-employment rights are defined by Federal Statute.

7.8.3 Reserve or National Guard Training Leave

An employee who enlists as a Reservist or a member of the National Guard shall be granted time off with vacation pay or sick time for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. He/She is also entitled to a reasonable rest time, and a reasonable time thereafter if return is delayed by factors beyond his/her control. If an employee fails to report to his/her job within this specified time period, he/she may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission. If an employee separates his/her employment with the City in order to enlist in the Reserves or National Guard, he/she must reapply to the City within 31 days after his/her separation from initial active duty for training in the Reserves or National Guard in order to retain re-employment rights.

7.8.4 Federal Statute

An employee who participates in any branch of the Military Service of the United States is covered by and subject to Federal Statute, US Code Title 38, Chapter 43, and all other applicable statutes.

7.9 Personal Emergency Leave:

If necessary, qualified City employees may use accrued sick leave for personal emergency leave. This leave may be used for the following:

- 1) Death in the immediate family. (Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, aunt, uncle, step-aunt, step-uncle, grandparents, grandchildren, great grandchildren, step-grandparents, step-grandchildren, and step-great grandchildren. The term also includes a spouse's equivalent of the above).
- 2) Emergency illness or scheduled surgery in the immediate family.

The amount of sick leave to be used for personal emergency leave is to be limited to 40 hours per year if previously accrued. This leave does not accumulate from year to year.

In the event of the death of an immediate family member, employees shall be granted up to 24 hours of bereavement time per family member. Bereavement time shall not be deducted for their PTO.

Employees may use ~~vacation time~~ PTO for Personal Emergency

Commented [TC14]: It has been requested to insert a bereavement policy back in the handbook. It was removed in 2016 and the current policy of being able to allow people to use from their sick bank was put in place. If done section 7.9 should be removed and a section title bereavement should be put in its place.

7.10 FMLA Leave:

The City complies with the Family Medical Leave Act ("FMLA"), which is unpaid leave. Any FMLA leave shall, however, run concurrent with any paid or other unpaid leave time, meaning you must use any available paid leave for any FMLA leave. The City applies the following 12-month leave cycle: January – December. FMLA leave forms are

available from the City Administrator and FMLA must be authorized by City Administrator. If you are requesting leave for a serious health condition, whenever possible the medical certification from your healthcare provider should be supplied before leave begins.

Further, the City, at no expense to you, may require an examination by a second health care provider designated by the City except in the case of military leave. If the second health care provider's opinion conflicts with the original medical certification, the City, at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The City may require a subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or excessive absenteeism. We can also contact this health care provider to clarify information on the medical certification, but you must sign the appropriate authorization form for such contact.

7.10.1 While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you should contact City Administrator on the "first and third Monday" of each month regarding the status of the condition and your intention to return to work to see how you are progressing and so that we are up-to-date on any new developments. In addition, you must give notice to City Administrator as soon as practicable (within two business days, if feasible) if the dates of leave change, are extended or initially were unknown.

7.10.2 Intermittent and Reduced Scheduled Leave

Leave because of a serious health condition or military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA leave. In addition, while you are on an intermittent or reduced schedule leave, the City may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

7.10.3 Medical and Other Benefits

During an approved FMLA leave, the City will maintain your health and other benefits as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan premiums or your benefits may be cancelled. In order to accrue benefits such as Vacation or Sick Bank, an employee must be working, using Vacation, Sick Bank, or holiday hours to equal at least fifty percent (50%) of their regularly scheduled time for the pay period. If you return to work owing any employer-

made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse the City through payroll deduction immediately upon return. If you elect not to return to work at the end of the leave period, you will be required to reimburse the City for contributions to the health insurance premiums made to maintain coverage during your leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

7.10.4 Returning from Leave

When you are able to return to work following a leave because of your own serious health condition, you should attempt to give the City at least one week's notice by mailing, hand delivering, or faxing to the City Administrator a medical certification stating that you are able to resume work. However, you should make sure that the City receives this notice no later than two business days before your return to work at the conclusion of your leave. If your FMLA leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to the City Administrator as soon as your return to work date is known, even if less than two business days before your return to work.

7.11 Holidays:

The City recognizes and observes the following as paid holiday for eligible employees:

New Year's Day, January 1
Martin Luther King Jr. Day, 3rd Monday in January
Presidents' Day, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, 1st Monday in September
Native Americans' Day, 2nd Monday in October
Veterans' Day, November 11
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25

When a holiday falls on a Saturday, the preceding Friday is observed as the paid holiday for eligible City employees. If a holiday falls on a Sunday, it is observed on the following Monday.

On occasion the President of the United States or the Governor of the State of South Dakota designates holidays. In the event that this occurs the City of North Sioux City shall also recognize these dates on the same date as recognized by the State of South Dakota.

Employees ineligible for paid holiday leave will be granted a day off without pay in observance of a holiday.

Individuals who perform work on a shift, or are called in to work, shall be paid the holiday pay and be compensated at one and one-half (1 ½) times the normal rate of pay for hours worked on the holiday.

7.12 Leave Slips:

The City requires that each leave of absence must be accompanied by a leave slip. Such leave slips must indicate the dates of the leave, type of leave to be taken or reason leave is taken and number of hours of leave to be taken. Each leave slip must be signed by the employee's immediate supervisor prior to the leave being taken. In circumstances such as an emergency or unexpected illness, the leave slip is to be submitted as soon as possible when the employee returns.

Leave slips shall be given from the immediate supervisor to the finance officer for processing.

The City requires that each leave of absence be accompanied by a leave request made in time clock system. Such leave requests must indicate date/s of leave and the number of hours to be taken. Each request must be approved by the employee's immediate supervisor prior to the leave being taken. Leave requests should be given with as much notice as possible. In the event of emergency, a leave request is to be submitted as soon as possible when the employee returns to work.

Commented [TC15]: This section needs to be updated due to the change in how leave requests are made. Title should be reworded as Leave Requests. City no longer uses a paper form for leave requests.

7.13 Sick Leave Bank

The City allows employees to share Sick Leave time between employees in situations of unexpected life events. The employee receiving any Sick Leave shall first use all of their personal sick leave and vacation time before any transfer can be made. The employee receiving any Sick Leave must be away from work for longer than 1 week. The maximum allowable amount of time any individual can receive from the Sick Leave Bank is 45 days.

Employees are allowed to donate two days per year to the sick leave bank. The bank shall be administered by the City Administrator, City Finance Officer, and the Mayor. The administrators may ask for official medical records stating when the employees are expected to return to work.

Donated sick time shall be converted to a monetary value and shall be given to the employee receiving on a monetary basis. Sick Leave Bank hours shall only be used for unexpected life events and shall only be used for the individual employee not immediate family members.

Only employees participating in donating time to the Sick Leave Bank may make a request to use days from the Sick Leave Bank.

POLICY 8: SEPARATION FROM CITY SERVICE

8.1 General Policies:

8.1.1 Definitions

Voluntary Separation: Resignation, extended absence without proper notification, or retirement. Voluntary separation is initiated by the employee.

Involuntary Separation: Layoff or discharge. Involuntary separation is not initiated by the employee.

8.1.2 Return of City Property

City employees are expected to return all City property at the time of their departure from City service. The City reserves the right to withhold from the employee's final paycheck the amount for any property that is not returned or for which there is no explanation for the absence of the property. The City may take further action if necessary to recover City property.

For items issued through a clothing allowance the supervisor may allow the employee to keep items if the department does not desire to retain those items.

8.2 Voluntary Separation:

8.2.1 Resignation

A City employee may resign from City service by giving his/her direct supervisor, the appointing authority, or the City Administrator written notice of his/her resignation. Said resignation is requested at least two weeks in advance of their leaving City service. The direct supervisor, the appointing authority, or the City Administrator may accept the employee's resignation as taking effect immediately.

8.2.2 Un-notified Absence

If an employee is absent for more than 3 consecutive days without proper notification in accordance with the attendance policy, they shall be considered to have voluntarily resigned their position in City service. Re-instatement upon presentation of extenuating circumstances or reason for such absence shall be at the discretion of the appointing authority or the City Administrator. Any un-notified absence of less than 3 days may result in disciplinary action.

8.2.3 Retirement Age

There is no mandatory retirement age for City employees.

8.3 Unemployment Compensation:

The City follows the state of South Dakota Unemployment laws as found in SDCL Title 61.

8.4 Exit Interviews:

Upon notice of voluntary termination of employment, the City may, in its discretion, conduct an exit interview prior to an employee's separation from City employment. The exit interview is conducted for several purposes, including:

- 1) to resolve all outstanding matters between the City and the employee;
- 2) to advise the employee of the affect their separation will have upon all benefits and what benefits they have coming upon separation;
- 3) to aid the City in gathering information to help improve the City working environment and other employment relationships.

POLICY 9: DISCIPLINARY ACTION

Disciplinary actions shall be applied when the proper authority determines such actions are necessary. A disciplinary action may be in the form of oral reprimand, written reprimand, suspension, demotion or reassignment, or dismissal as defined below. The City may, but is not required to, apply these actions progressively, and for example, suspension or termination of employment may be applied as a first step of discipline. Employment is at-will and this disciplinary policy does not otherwise create any other employment relationship. The City reserves the right to suspend an employee with pay, however, such action is not deemed to be a disciplinary action. An employee's immediate supervisor or the City Administrator shall determine the disciplinary actions for each employee. If the immediate supervisor disciplines any employee the supervisor shall notify the City Administrator of the actions taken for purposes of documentation. The City Administrator shall be made aware of any action 9.2 through 9.6 of this policy before the action is taken.

9.1 Oral Reprimand:

An oral reprimand is a verbal statement, which may or may not be documented.

9.2 Written Reprimand:

A written reprimand is a written statement.

9.3 Suspension without Pay:

Removal from duties from City for specified period of time, without pay, for up to 10 working days.

9.4 Demotion or Reassignment:

Demotion or reassignment includes reduction in pay (possibly including benefits), job duties, placement or into a lower position; change of employee's duties within his/her current position; or use any combination.

9.5 Dismissal:

Dismissal is termination of employment.

9.6 Disciplinary Interview:

As to any employee who is not under an at-will employment relationship, before any disciplinary action of suspension without pay, demotion, or dismissal, the City Administrator shall:

1. Notify the employee of the proposed disciplinary action, providing the reason(s) for the action and the proposed discipline, and the employee shall be permitted a reasonable opportunity to respond to the allegations and proposed discipline; and
2. The City shall then after provide written notice to the employee of the discipline. An employee may appeal the discipline through the grievance procedure where the policy is applicable.

POLICY 10: GRIEVANCE PROCEDURE

The following is the City's grievance policy. Employment with the City is at-will and adoption of this grievance policy does not otherwise create any other employment relationship. The following procedure is not available to an elected or appointed employee.

10.1 Grievance Claims:

An employee who is not in the employee-in-training period may file a written grievance with the immediate supervisor regarding a term or condition of employment. Such grievance must be filed within 5 working days (working days does not mean calendar days) from the date on which the employee became aware of the action or should have reasonably been aware of the action.

10.2 Appeal:

If not satisfied with the immediate supervisor's response, the employee may appeal the decision to the City Administrator. If the City Administrator is the supervisor the employee may appeal the decision to the Governing Body. The appeal must be filed with the next level within 5 working days of notice of the decision upon which the appeal is based. If not satisfied with the Governing Board's decision, then the requirements of SDCL 3-18-15.2 shall be followed.

10.3 Voluntary separations and grievances:

Except where protected activity is involved, employees who voluntarily terminate their employment will have any outstanding or unresolved grievances immediately dismissed.

POLICY 11: DRUG AND ALCOHOL ABUSE POLICY

11.1 City's Commitment to Drug and Alcohol Free Workplace:

The City has a strong commitment to its employees to provide a safe, healthful, and productive work environment and to promote high standards of employee health. Consistent with the spirit and intent of this objective the City will act to eliminate any substance abuse which could impair an employee's ability to safely and effectively perform a particular job and which increases the potential for accidents, absenteeism, substandard performance, and tends to undermine public confidence in the City's work force. The City's goals are to establish and maintain a work environment that is free from the effects of alcohol and drug abuse and to maintain the reputation and integrity of the City by preventing unacceptable behavior by its employees that discredits the City and its employees.

While the City has no intention of unreasonably intruding into the private lives of its employees, the City does expect employees to report for work in a condition to perform their duties, make the work environment safe for other employees, and represent a proper image to the citizens. It is clear that employee off-the-job, as well as on-the-job, involvement with drugs and alcohol can have an impact on the City's goals.

The City complies with the Drug-Free Workplace Act of 1988. The unlawful possession, use, distribution, dispensation, sale or manufacture of controlled substances including alcohol is prohibited while employees are on the City's property and while conducting business-related activities off the City's premises. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Any employee found to be in violation of this policy or any of the provisions set forth in the plan below will be subject to discipline up to and including termination of employment.

11.2 General Policies:

The following are the policies of the City regarding drug and alcohol abuse:

- 1) The unlawful manufacture, distribution, dispensing, possession or use of controlled drugs or substances, or the use of alcohol while on duty, on or off business property owned or leased by the City is proper cause for disciplinary action.
- 2) Any illegal controlled drug or substance possessed while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution. This does not apply to public safety officers who are in possession of an illegal controlled drug or substance while acting in the line of duty.
- 3) It is not permitted for an employee to be under the influence of controlled drugs or substances or alcohol on the job, except as provided for in item four (4).

- 4) The legal use of controlled drugs or substances prescribed by a licensed physician is not prohibited, but employees in positions where side effects of the prescribed medication could affect performance and safety on the job are required to make such use known to their supervisor.
- 5) The illegal use, sale, and possession of controlled drugs or substances while off duty and off City premises which results in a criminal conviction is unacceptable. Off-duty, alcohol-related, criminal convictions are also unacceptable. They may affect the job performance and the confidence of the public in the City's ability to meet its responsibilities. Such off-the-job conduct may be proper cause for disciplinary action.

11.3 Employee Responsibilities:

- 1) An employee must not report to work while his/her ability to perform his/her job duties is impaired due to on or off duty alcohol or drug use. Employees called in for emergency duty to work outside their regular work schedule must not report to work impaired by off-duty alcohol or drug use.
- 2) An employee must not possess or use alcohol or illegal drugs or prescription drugs without a prescription during working hours or while subject to duty, on breaks, or during meal periods.
- 3) An employee must notify his/her supervisor, before beginning work, when taking any medication or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- 4) An employee must notify his/her immediate supervisor of any drug or alcohol related criminal statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) An employee must notify his/her immediate supervisor of any suspension of their driver's license before they use a city vehicle.

Any violations of the above stated may result in immediate disciplinary action.

11.4 Management Responsibilities and Guidelines:

- 1) Supervisors and department heads shall not physically search the persons of employees nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- 2) Supervisors and department heads shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area jointly or fully controlled by the City.
- 3) Any supervisor or department head encountering an employee who refuses to consent to a drug and/or alcohol analysis when "reasonable suspicion" has been identified, shall remind the employee of the requirements of the policy and that he or she may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor should direct the employee to remain at work for a reasonable time until the employee can be safely transported home.

- 4) Whenever disciplinary action is used in this policy, it shall include but not be limited to: oral reprimand, written reprimand, suspension, demotion or discharge.

11.5 Testing for Drugs or Alcohol:

11.5.1 Post Offer/Pre-Employment

The City may require an individual post offer but pre-employment undergo controlled substance testing and if so, work shall not be permitted until testing is completed and results are given to the City Administrator.

11.5.2 Reasonable Suspicion

The City may request that the employee undergo drug and alcohol testing if there is a "reasonable suspicion" that the employee is under the influence of drugs or alcohol during work hours. Reasonable suspicion tests should be administered as soon as practical following the determination of reasonable suspicion. If the alcohol test is not administered within 2 hours of the determination of reasonable suspicion, the attending supervisor will document the reason for the delay. If the alcohol test is not administered within 8 hours of the determination of reasonable suspicion all attempts to conduct the alcohol test will cease and the attending supervisor will document the reasons for the failure to test. If the controlled substances test is not administered within 8 hours of the determination of reasonable suspicion, the test should still proceed. The attending supervisor must document the reasons for the delay. If the controlled substances test has not been administered within 32 hours of the determination of reasonable suspicion, all attempts to conduct the controlled substances test will cease and the reasons will be documented by the attending supervisor.

"Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- 1) A pattern of abnormal or erratic behavior that is so unusual that it warrants summoning a supervisor, department head or other individual for assistance.
- 2) Information provided by a reliable and credible source with personal knowledge.
- 3) Direct observation of drug or alcohol use.
- 4) Presence of the physical symptoms of drug or alcohol use; (i.e. glossy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

5) Possession of substances in violation of the City's drug and alcohol policy.

The employee, where "reasonable suspicion" exists, may be asked to submit to blood and/or urine testing by a qualified medical physician, qualified medical facility, or hospital at the City's expense. Prior to testing, the proper authority shall secure a signed release statement from the employee to have the hospital/physician release medical information to the City. An employee who refuses to consent to a drug and alcohol test when reasonable suspicion exists may be subject to disciplinary action. A positive result from the drug and/or alcohol test confirming the reasonable suspicion may result in disciplinary action. The proper authority is required to detail in writing the specific facts, symptoms, or observations that led to the reasonable suspicion. This documentation, which includes the results of the drug or alcohol test as confirmation of the use of drugs or alcohol on the job, shall be given to the City Administrator and placed in the employee's file only if confirmed by the drug and/or alcohol test.

11.5.3 Post-Accident

Any City employee involved in a work-related vehicular accident may be subject to post-accident testing. Nothing in this section, however, will be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

11.5.4 Follow-Up Testing

If a medical provider determines that an employee is in need of assistance in solving problems with alcohol use and/or controlled substances use, an employee may be subject to unannounced follow-up alcohol and/or controlled substances testing if they are allowed to continue their employment with the City. Follow-up testing will not exceed 60 months from the date of the employee's return to duty, so long as the employee remains drug and alcohol free. It is preferred that the employee will have no less than 6 unannounced follow-up alcohol and controlled substances tests within the first 12 months following the employee's return to work, provided the employee remains employed and drug- and alcohol-free for that period.

11.6 Drugs to be Tested For:

The following drug groups were selected based on the ability of each drug to adversely affect physical/mental performance. All are controlled substances under state and federal law.

- 1) Alcohol, ethyl
- 2) Amphetamines/Methamphetamines; i.e., speed
- 3) Barbiturates; i.e., to include but not limited to amobarbital, butabarbital, phenobarbital, cecobarbital
- 4) Cocaine, Cocaine Metabolites
- 5) Benzodiazepines

- 6) Opiates; i.e., to include but not limited to codeine, heroin, morphine, hydromorphone, hydrocodone
- 7) Phencyclidine (PCP)
- 8) THC (Marijuana) Metabolite

11.7 Testing Procedure:

Whenever an applicant or employee is required or requested to submit to any controlled substances testing, the applicant or employee may, upon request, be permitted to have a representative present during collection or testing when reasonably possible without disrupting the timeliness or effectiveness of the testing process.

Testing for employees is conducted by analyzing an employee's specimen according to the protocol of the testing facility. If testing involves urine or blood collection and the employee attempts and fails to provide an adequate amount of urine or blood, the City Administrator/Human Resources will refer the employee for a medical evaluation, at the employee's expense, to determine if the employee's inability to provide an adequate volume of urine is medically genuine or constitutes a refusal to test.

11.8 Consequences to Employee Engaging in Prohibited Conduct:

1. Positive Results
 - a. If the results of a confirmatory pre-employment alcohol or controlled substances test are positive, the applicant will be disqualified for employment.
 - b. An employee who tests positive for alcohol with a concentration level above 0.02 grams' alcohol/210 L breath or who tests positive for the presence of an illegal controlled substance will be subject to disciplinary action up to and including termination.
2. Refusal to Submit to Required Testing
 - a. An applicant who refuses to take a drug and alcohol test or does not report to the testing facility at the scheduled date/time shall be disqualified from further consideration for the conditionally offered position with the City.
 - b. A refusal by an employee to submit to alcohol and/or controlled substance testing required under this policy will be treated as a positive test result. The employee will not be permitted to work. The refusal may be considered sufficient cause for disciplinary action up to and including discharge.
3. Return to Work Following Positive Results
 - a. If an employee has been found to have violated the requirements of this policy, such as testing positive for the presence of alcohol and/or controlled substances while on duty, the employee may in certain circumstances be permitted to return to his or her position. This decision is entirely in the discretion of the City.
 - b. If an employee is permitted to return to work following a positive drug or alcohol test, his or her continued employment may be conditional upon very

specific requirements including but not limited to certain testing and treatment requirements.

11.9 Confidentiality:

Information from an employee's drug and/or alcohol test is confidential, and only those with a need to know are to be informed of the results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee. However, disclosure without employee's consent may occur in the following circumstances:

- 1) The information is compelled by law or by judicial or administrative process;
- 2) The information has been placed at issue in a formal dispute between the City and the employee; or
- 3) The information must be disclosed pursuant to a genuine emergency wherein the information must be disclosed to protect the safety or welfare of any person. Even in such situations, however, if time permits, the City shall attempt to obtain a judicial order to disclose this information.

POLICY 12: APPOINTED AND ELECTED OFFICIALS

12.1 Definition:

An Appointed Official is an individual who holds a position in a City due to an appointment by a Mayor, Council Member or City Administrator. Elected Officials are those Officials who hold office through election.

12.2 General:

All appointed and elected officials shall comply with all laws, including but not limited to, discrimination, harassment, and non-retaliation. Such officials shall have no rights to any grievance procedure.



Where you want to be!

City Council MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Council
From: Mayor Randy Fredericksen
Date: 1/21/2020
Re: Quotes for sidewalks from Gill Construction

Background: See the attached quotes from Gill Construction for sidewalks for discussion.

Financial Consideration: None

Recommendation: None

