

City of Winner Policy Book

Revised by Resolution 3-6-23

Updated 10-3-2024

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CUSTOMER AUTHORIZATION FOR DIRECT PAYMENT (ACH)

I hereby authorize the City of Winner to electronically debit my account the entire amount of my utility bill on the 10th day of each month as follows:

☐ Checking Account/ ☐ Savings Account

At the depository financial institution named below. I agree that ACH transactions I authorize comply with all applicable law.

Bank Name/Branch: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

Name(s) on the Account: _____

I understand that this authorization will remain in effect until I notify the City of Winner by writing to cancel the direct payment (ACH). I understand that the City of Winner requires at least 3 days' prior notice to cancel this authorization.

☐ Begin Payment ☐ Change Information

On _____ I authorize City of Winner, 325 S Monroe St Unit 118, Winner, SD 57580 to initiate entries to my checking/savings account and have agreed to the terms listed on the authorization. I may revoke my authorization with you by contacting the information above.

Signature: _____ Date: _____

Utility Account Name Removal Policy

In the event there is more than one name listed on a utility account, each account holder must sign off that they approve of the name change/removal. The City of Winner will supply a form.

Mayor Jody Brozik

Date

CITY OF WINNER INVESTMENT POLICY

1. SCOPE

This policy applies to the investment of all funds of the City of Winner in Winner, South Dakota. Longer-term funds, including investments of employees' retirement funds and proceeds from certain bond issues, are covered by a separate policy. Except for funds held in trust or special funds that are otherwise specifically provided for, the City of Winner will consolidate the balances from all funds to maximize investment earnings and meet the liquidity requirements of the City subject to the primary objective of providing security of principal. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

2. POLICY

Pursuant to SDCL 4-5-8 it is the policy of the City of Winner to invest idle public funds in a manner to meet the daily cash flow demands of the city with the primary objectives, in priority order, being: a) Safety of Principal b) Liquidity and c) Return on Investments.

A) Safety of Principal

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks.

1. Credit Risk

The City will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by limiting the portfolio to the types of investments listed in section 5. Authorized and Suitable Investments of this policy and diversifying the investment portfolio to diminish the impact of potential losses from any one type of investment or from any one individual issuer.

2. Custodial Credit Risk

The City will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateral securities that are in the possession of an outside party would not be able to be recovered, as addressed in section 6. Collateralization.

B) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C) Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of the portfolio is limited to relatively low risk investments in anticipation of earning a fair return relative to the risk being assumed.

3. DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the Finance Officer, who shall refrain from

personal business activity that could impair his/her ability to make impartial decisions. The Finance Officer acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of investments are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

In case of extended leave of absence, the Governing Board shall appoint a replacement Officer.

4. AUTHORIZED FINANCIAL DEALER AND INSTITUTION

The Governing Board authorizes the placement of cash resources in the following financial institutions:

- *First Fidelity Bank*
- *BankWest*
- *Wells Fargo*

5. AUTHORIZED AND SUITABLE INVESTMENTS

The City of Winner is empowered by statute to invest in the following instruments:

- Interest bearing checking accounts
- Savings accounts
- Certificates of Deposit (CDs) (SDCL 9-22 (municipalities)*)
- Certificates of Deposit (CDs) purchased through CDARS® (Certificate of Deposit Account Registry Service) (SDCL 4-5-6.1)*
- Government backed money market accounts

*When investing in Certificates of Deposit (CDs) public funds will be invested at the highest rate of interest possible after attempting to secure three (3) quotes.

The above listed authorized deposits will be kept in banks in South Dakota as required by SDCL 9-22-6.

6. COLLATERALIZATION

In accordance with the SDCL 4-6A and 51A-10-9 Qualified Public Depositories will furnish collateral in the sum equal to one hundred percent (100%) of the public deposit accounts that exceed deposit insurance. The financial institution shall submit a copy of their collateralization report to the Finance Officer.

SDCL 4-6A-3 requires that collateral be segregated by each depository in such manner as approved by the South Dakota Public Deposit Protection Commission. Collateral may not be held in any safety deposit vault owned or controlled either directly or indirectly by the pledging financial

institution but must be deposited for safekeeping in a financial institution that is a member of the Federal Reserve.

7. REPORTING

The Finance Officer shall prepare an investment report not less than quarterly, that provides a clear picture of the status of the current investments.

8. INTEREST EARNED

The interest earned from investments shall be credited to the respective fund, except Agency funds. (SDCL 4-5-9).

Exceptions: Debt Service Fund SDCL 9-22-12 and Perpetual Care Fund SDCL 9-32-18. The interest earned from investments made with funds from these accounts shall be credited in accordance to the respective statutes.

Jody Brozik
Mayor

ATTEST:

Chandra Weidner
Finance Officer

City of Winner

PROCUREMENT AND CONFLICT OF INTEREST POLICY

The requirements for procurement are commonly contained in the Federal Uniform Guidance, program legislation, Federal awarding agency regulations, State bid laws and/or the terms and conditions of the award. To ensure compliance with these requirements, **City of Winner**, hereinafter referred to as the **Municipality**, will adhere to the following policies and procedures when utilizing public funds:

1. Purchasing and procurement related to Federal funds will be subject to the general policies and procedures of South Dakota Bid Law (SDBL), unless federal requirements are more restrictive, then federal requirements and bidding thresholds will take precedence. (§5-18A-32 and §200.318(a))
2. Pursuant to §5-18A-11(1) the **Municipality** shall make purchases of supplies over four thousand dollars and under twenty-five thousand dollars by obtaining three quotes from different vendors. If three quotes cannot be obtained, the **Municipality** may approve the purchase if in the best interest of the City, require additional quotes to be obtained, or require the purchase be advertised for bids.
3. Pursuant to §5-18A-14 the **Municipality** shall adhere to three bid limits when entering into purchase contracts. If the purchasing agency intends to enter into a contract for any public improvement that involves the expenditure of one hundred thousand (\$100,000) dollars or more, an equipment purchase in excess of fifty thousand (\$50,000) dollars or any contract for the purchase of supplies or services, other than professional services, that involves the expenditure of twenty-five thousand (25,000) dollars or more, all as amended, the purchasing agency shall advertise for bids or proposals with the exception of exempt items. (§5-18A-22)
4. The **Municipality** will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of contracts or purchase orders. (§200.318(b) and §5-18B-14)
5. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, no further action will be taken. However, disciplinary actions will be applied for violations of such standards otherwise. (§200.318(c)(1) and (§5-18A-17.5)
6. The **Municipality** will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other

appropriate analysis to determine the most economical approach. The **Municipality** will also analyze other means, as described in §200.318(d), to ensure appropriate and economic acquisitions.

7. The **Municipality** will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (§200.318(h) and (§5-18B)
8. Federal program files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis of contract price. (§200.318(i)
9. The **Municipality** may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. §200.318(j) and SDBL
10. Procurement will provide for full and open competition. (§200.319 and (§5-18A-3)
 - A. Firms who develop or draft specifications requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements or contracts Contractors.
 - B. Other restrictive practices are prohibited:
 1. Placing unreasonable requirements on firms for them to qualify to do business;
 2. Requiring unnecessary experience and excessive bonding;
 3. Noncompetitive pricing practices between firms or between affiliated companies;
 4. Noncompetitive contracts to consultants that are on retainer contracts;
 5. Organizational conflicts of interest;
 6. Specifying only a 'brand name' product instead of allowing 'an equal'; and
 7. Any arbitrary action in the procurement process.
 - C. The **Municipality** will conduct procurements in a manner that prohibits state, local, or tribal geographical preferences. In the case of architectural or engineering services, geographic location may be a selection criterion provided it leaves an appropriate number of qualified firms, given the nature and size of the project.
11. The **Municipality** must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

12. The **Municipality** will use the procurement methods as outlined by §200.320 which are summarized as follows:

- A. Micro purchases, aggregate amounts up to five thousand (\$5,000) dollars or as amended. No quotations or bids will be required if a majority of the City Council considers the price to be reasonable. To the extent practicable, the **Municipality** will distribute micro-purchases equitably among qualified suppliers;

All purchases between ~~four~~ five thousand (\$5,000) and twenty-five thousand (\$25,000) or as amended require three (3) quotations or documented efforts thereto. (§5-18A-11)

- B. Small Purchases, contracts between twenty-five thousand (\$25,000) dollars for supplies and services, fifty thousand (\$50,000) dollars for the purchase of equipment or one hundred thousand (\$100,000) dollars for public improvements and two hundred forty-nine thousand nine hundred and ninety-nine (\$249,999) dollars or as amended the **Municipality** shall obtain quotations from three (3) qualified sources or documented efforts thereto yet must follow South Dakota Bid law as referenced in items #1 and #2, whichever is more restrictive;
- C. Purchases exceeding the Simplified Acquisition Threshold of two hundred fifty thousand (\$250,000) dollars or as amended shall require the preparation of a cost analysis. Based on the facts and circumstances of each procurement, the **Municipality** will follow one of the following three procurement methods while adhering to South Dakota Bid law as referenced in items #1 and #2 whichever is more restrictive.
- D. Bidding and Proposals
 - 1. Sealed Bids

- a. Bids are publicly solicited, and a lump sum or unit price contract is awarded to the responsible lowest bidder who conforms with all the material terms and conditions;

- b. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them adequate response time prior to the date set for opening the bids;
- c. The invitation for bids, which will include any specifications and pertinent attachments must define the items or services for the bidder to properly respond;
- d. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- e. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder; and
- f. Any or all bids may be rejected if there is a sound documented reason.

2. Competitive Proposals "Quote"

- a. Normally conducted with more than one source submitting an offer;
- b. Either a fixed price or cost-reimbursement type contract will be awarded;
- c. Will generally be used when conditions are not appropriate for the use of sealed bids;
- d. The following requirements will apply;
 - 1) Requests for proposals will be publicized and identify all evaluation factors and their relative importance in accordance with these requirements and SDBL;
 - 2) Proposals will be solicited from an adequate number of qualified sources;
 - 3) The **Municipality** will have a written method for conduction of technical evaluations of the proposals received and for selecting recipients;
 - 4) Contracts will be awarded to the responsible firm whose proposal is most advantageous to the **Municipality**, with price and other factors considered; and
 - 5) The **Municipality** may use competitive proposal procedures for qualifications-based procurement of architectural or engineering (A/E) services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed service.

3. Noncompetitive proposals §200.320(f) and SDBL 5-18A-(9), (10)

Will be used only when one or more of the following factors apply. The factors to be considered include:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency (or pass-through entity) expressly authorizes this method in response to a written request from the **Municipality**;
- d. After solicitation of several sources, competition is determined inadequate;
- e. The proposed activity is completed in accordance with the bid laws of the State of South Dakota; and
- f. **The Municipality** will maintain written documentation of the process.
- g. **The Municipality** shall perform a cost or price analysis pursuant to §200.320(c)(2)(iv) for every procurement action more than the Simplified Acquisition Threshold of two hundred fifty thousand (\$250,000) dollars.

On the 8th day of September, 2020, City of Winner, State of South Dakota adopts the Procurement Policy detailed herein.

Dated this 8th day of September, 2020.

Jody Brozik, Mayor

Attest

Chandra Weidner, Finance Officer

Segregation of Duties

The City of Winner Finance Officer preforms the following duties:

1. Prepares the annual budget.
2. Works with District III and City engineers on all projects for the City of Winner thru out all phases of each: development, grant applications, low interest loans, bidding process and completion of paperwork required.
3. Will keep Mayor and Council advised of the financial condition and future financial needs of the City with appropriate recommendations.
4. Oversees Front Desk Assistant.
 - a. Back up to Front Desk Assistant
5. Oversees Accounts Payable.
 - a. Back up to Accounts Payable
6. Oversees Utility Billing Clerk.
 - a. Back up to Utility Billing Clerk
7. Will help a third party, as determined by Council, prepare annual report for South Dakota Department of Legislative Audit each year.
8. Conduct the City elections.
9. Ensures that all purchases have a PO from the City Finance Office to attach for record keeping. No purchase shall be made, contract let, or obligation incurred for any items or service which exceeds the current budget appropriation.
10. Responsible for procedure to assist customers with licensing and permits. Records will be filed so other staff can access them.
11. Manage public policy issues and prepares public notices for paper as needed. Use social media accounts, radio, and newspaper to properly communicate to the citizens of Winner about the happenings within the City.
12. Prepare agenda for each council meeting.
13. Works with all Appointed Officials and Council to prepare and publish all bids.
14. Prepares a monthly financial statement.
15. Reviews all expenses and revenues.
16. Custodian of all municipal funds, books of records, papers, ordinances, and information
17. Review Invoices
18. Review Bank Reconciliation
19. Responsible for liquor and malt beverage applications and transfers
20. Responsible for the publication of legal notices and official minutes
21. Responsible for web page posting and all social media postings
22. Responsible for City Insurance

The City of Winner Finance Committee comprised of two City Council Members will complete the following:

1. Review Invoices

Adopted 10/19/20

2. Review Bank Reconciliation
 - a. Review outstanding checks and deposits
 - b. Compare General Ledger to Claims list
 - c. Sign off
3. Review Venders
4. Review New Venders and Employees in system
5. Review Bank Statement
6. Review ACH's
7. Review check numbers
8. Review voided checks
9. Audit 4-5 paid invoices monthly.
 - a. Compare name to check
 - b. Compare amount of check
10. Review Credit Card Purchases.

City Council will approve at each regularly scheduled council meeting, a claims list that includes the venders name, the amount of the purchase and a brief description of the purchase.

The Finance Office Staff Include the following positions under the direct supervision of the Finance Officer. Each position has a segregation of duties with the understanding that the next position will be needed for backup as required. The following duties are assigned to protect the City from financial fraud.

1. Desk Assistant/Human Resources Director

The primary role of this position is to serve as an executive assistant to the City Finance Officer, assisting with duties of the Finance Department. Duties are frequently routine but are normally preformed with some degree of independence.

- A. Receives all revenue and records revenue properly to the GL account and the bank deposits
- B. Responsible for overseeing collections of unpaid bills including sending delinquent accounts to collections.
- C. First responder to all incoming calls and visitors
- D. First to receive all mail and payments and deliver to the proper departments and Utility Clerk.
- E. Responsible for record keeping of employee benefits and maintaining all changes in the benefits plan. This includes but is not limited to insurance plan, retirement plan, Social Security and Federal withholding taxes, vacation and sick leave, and workman's comp forms and complaints.
- F. Responsible to issue Purchase Orders to all City Departments and note proper department, code, and employee.

- G. Back up to the Utility Billing clerk with billing and the preparation of delinquent utility bill notices.
- H. Back up for Accounts Payable
- I. Back up for ordering supplies and material

2. Accounts Payable

The primary role of this position is the responsibility of assisting the City Finance Officer in the accounting and financial administration of the City in accordance with legal provisions and generally accepted governmental accounting practices. Duties are normally performed with some degree of independence

- A. Responsible for reconciling monthly bank statements for all accounts.
- B. Responsible for all vendor account records, verifying purchase orders and statements received. Will issue checks. Will prepare a list of invoices before each council meeting.
- C. Responsible for inputting general receipts into computer system and spread sheets.
- D. Responsible for all ending reports (check register/check history). Prepares all end of year reports to issue 1099's and record all payment, vendor information.
- E. Prepares miscellaneous sales and excise sales tax records and submits to the Department of Revenue.
- F. Responsible for ordering supplies and material.
- G. Backup to the Front Desk Assistant in receiving all revenue and recording revenue properly to the GL account and the bank deposit.
- H. Second responder in all incoming calls and visitors

3. Utility Billing Clerk

The primary role of this position is the responsibility for all of the phases of the utility billing. Duties are normally performed with some degree of independence.

- A. Responsible for all phases of utility billing, including but not limited to posting all payments towards utility bills, applying late fees, customer deposit records and communicating delinquent bills to the Administrative Assistant.
- B. Primary contact for meter readers. Enters monthly readings.
- C. Responsible for end of month sales tax report for light and sanitation to the SD sales Tax Division
- D. Responsible for taking cash deposits to the bank.

- E. Second responder in all incoming calls and visitors
- J. Responsible to issue Purchase Orders to all City Departments and note proper department, code, and employee.
- F. Back up to the Human Resources Director for record keeping of employee benefits and maintaining all changes in the benefits plan. This includes but is not limited to insurance plan, retirement plan, Social Security and Federal withholding taxes, vacation and sick leave, and workman's comp forms and complaints.
- G. Back up for web page posting and all social media postings
- H. Back up to the Human Resources Director.

City of Winner Capitalization Policy

This is the policy set by the municipality to establish a dollar threshold for identifying an item as a capital asset. The dollar threshold may be different for different classes of capital assets. There are four different classes of assets, which are: Machinery & Equipment (including vehicles), Buildings, Land and Improvements other than buildings (infrastructure items).

POLICY: The City of Winner will use the following Capitalization Thresholds for Capital Assets:

A. Capitalization thresholds are applied to individual items rather than to groups of similar items. (example, desks and chairs)

B. Infrastructure assets shall be treated separately from other capital assets for the purpose of establishing capitalization thresholds.

The minimum capitalization threshold is listed for each asset classification;

Equipment/vehicles/machinery.....\$5,000.00

Buildings.....\$7500.00

Land.....none

Improvements other than buildings (infrastructure)\$7500.00

C. The City of Winner shall maintain control over non-capitalized tangible-type items by establishing and maintain control procedures through yearly inventory records.

Adopted December 1, 2003

Richard Curtis

Mayor

CITY OF WINNER

Policy for Administration of Subsidies and Donations to Eligible Organizations

Purpose

This policy is established in effort to provide fair and equitable donation funding to eligible charitable and nonprofit organizations in the city of Winner and to provide procedures to apply for and receive funding of non-profit/charitable groups, events, services, and programs that benefit residents in the City of Winner.

Organizational Donation Policy

Background

It has been the practice of the City of Winner to allocate limited donation funding from the city's General Fund to support a variety of community-based programs and activities conducted by charitable/non-profit organizations. In order to ensure that a uniform process is followed in the appropriation of city General Funds requests that are annually submitted to the city, the following guidelines will be followed.

Definitions

"Financial assistance" shall mean any municipal donation encompassing all forms of direct cash payments for eligible activities.

"Non-profit organization" shall mean any non-profit/charitable organization recognized as a tax-exempt IRS approved 501.C.3/4 and/or recognized as a legally tax-exempt organization under South Dakota law. A local community groups that is not technically registered as a legally tax-exempt organization may also qualify so long as the group certifies to the Finance Committee that they are, in fact, non profit, and that all funds raised are spent in the community-based activities conducted by the organization.

Introduction

This policy has been established by the City Council to provide guidelines to eligible non-profit organizations that are seeking financial assistance

Not Eligible for Financial Assistance

The following will not be eligible for financial assistance from the City of Winner under this policy:

- a. Social assistance services that are provided by other government agencies.
- b. For-profit organizations
- c. Organizations with political affiliations
- d. Organizations serving as funding sources for others, e.g. service clubs.
- e. Faith organizations where services/activities include the promotion and/or required adherence to a faith.
- f. Political candidates.

Process and Conditions

Initial decisions on providing funding requests will be made by the Finance Committee of the City Council as part of the budget development process. Prior to the Finance Committee considering any request for funding, the eligible entity must submit to the Finance Officer its budget, financial statement, and income & expense statement for the most recent previous year, a detailed budget for the current year, and a letter setting forth the specific amount that is being requested.

The making of a request, and the providing of the required documentation, do not guarantee the awarding of any funding to the entity. Previous year's funding allocations will not be considered and each application will be reviewed on its own merit.

The Finance Committee shall create a worksheet with each eligible entity to which it decides to donate funding, which shall be presented to the City Council with the fiscal budget. Upon approval of the budget by the Council, the list of donations funded will be tentatively approved.

In the fiscal year for which the budget was approved, the eligible entity shall arrange to appear before the City Council at a time when it wishes to receive the donation funding. They will present their request to the Council and will answer questions presented by the members of the Council.

The final approval of the donation funding will require a motion, second, and approval by the City Council. Such approved amounts may be added to the claims list at the same meeting of the City Council which, when approved, will authorize payment to be made to the entity in the approved amount.

The City of Winner, the City Council, and the Finance Committee, reserves the right to deny or approve any/all requests

Adopted June 21st, 2021

PUBLIC RECORDS REQUEST POLICY

POLICY STATEMENT: The City of Winner complies with statutory requirements for the disclosure and copying of public records and documents that are requested by any person or entity pursuant to SDCL Chapter 1-27.

Requests for public records are to be made to the Finance Officer, who is the custodian of records for the City of Winner. When a request is received, the Finance Officer shall notify the requester that the requested record(s) will be provided upon payment of:

- a. The actual cost of mailing or transmittal;
- b. The cost of copying or reproduction as set forth below; and
- c. If staff time in excess of one hour may be required, the cost of the total amount of staff time necessary to locate, assemble or reproduce the requested record(s), to be billed at the rate of the Finance Officer's hourly salary. If no more than one hour of staff time is required, there is no charge for staff time.

Copying or reproduction costs will be billed as follows:

- a. \$.25 per page for letter or legal size documents, one-sided;
- b. \$.50 per page for 11" x 17" size documents, one-sided;
- c. \$3.00 per page for a page larger than 11" x 17", or the actual cost of reproduction, whichever is greater; and
- d. For the reproduction of records not stored in either an electronic or a paper format, such as micro-film, such additional fee that is not greater than the actual cost of retrieval and reproduction from that format.

The requested public records will be provided to the requester after payment as been made in full of the fees set forth above.

Adopted: January 4, 2021

Reference: SDCL 1-27-35, ARSD 10:10:01:03

The City of Winner agrees to appoint per City Ordinance, a Planning Commission Board and a Board of Appeals. Each member will receive \$35 per attended meeting. The Chair (board member presiding over a meeting) will receive \$50 per meeting. Payment will be run through payroll.

The undersigned has been appointed to serve on the (Planning Commission) (Board of Appeals).

I accept the appointment, and I agree to serve and to accept compensation as set forth above as consideration for my service to the City of Winner.

DATED _____

Signature: _____

Printed Name: _____

Adopted 5/20/19

Mayor Jody Brozik

Winner Volunteer Fire Department Pay Agreement

The City of Winner agrees to pay Winner Volunteer Fire Department \$300 per month for the repairs and upkeep on the building and equipment. This payment will be issued at the 1st council meeting of each month.

The City of Winner agrees to pay \$12.50 to each volunteer fire department member (that responds) per fire call out in city limits. The Winner Volunteer Fire Department will supply the City Human Resources Department each quarter an active list of all city limit fire call outs. November 30th of each year, the City will review all quarterly reports and pay each member through payroll.

The City Winner agrees to pay for workman's compensation for all active volunteer fire personnel. An active list will be provided to the Finance Officer January 1st of each year.

3-15-21

PURCHASE ORDER POLICY

POLICY STATEMENT: The City of Winner supports sustaining and promoting a procurement environment based on the understanding that Department Heads are in the best position to determine what they need to run their departments, while also controlling their department's budget, under the supervision of their Appointee. Policies, procedures, and processes are meant to reflect an environment that puts Department Heads in the best possible position to get the products and services they need in a timely and cost-effective manner to effectively run their departments, while also making sure appropriate business processes are followed.

REASON / PURPOSE FOR POLICY: Considerable authority has been delegated to Department Heads to make purchasing decisions. This requires that employees involved at every step of the purchasing process take full responsibility for understanding the City's policies and procedures regarding purchasing and vendor relations. Purchasing decisions are business decisions made on behalf of the City and therefore should be made with the utmost consideration for what is in the best interest of the City. Purchases also need to be made in the most efficient and cost-effective manner. Following policy and procedures ensures that appropriate business processes occur when dealing with outside vendors.

DEFINITION: Purchase Order: a written agreement, on a form provided to Department Heads by the Finance Officer, to purchase goods and services.

AUTHORITY AND RESPONSIBILITY: As stated above, the City maintains a procurement environment that delegates considerable decision-making authority to Department Heads.

These activities include:

- Determining which products and services they need to run their programs.
- Initiating requisitions to Preferred Vendors.
- Appropriately handle individual purchases less than \$5,000. ~~\$4000~~-§5-18A-11(1)

Employees involved in the purchasing process take full responsibility for understanding the City's policies and procedures regarding purchasing and vendor relations. Purchasing decisions are business decisions made on behalf of the City and therefore should be made with the utmost consideration for what is in the best interest of the City. Segregation of duties and responsibilities in the purchasing process provides proper controls. As the dollar value and complexity of a purchase increases, so does the level of authority and responsibility required to obligate the City for a purchase.

An example of segregation of duties within the City are as follows:

• **Requester** (all City Employees):

- o Determine what they need.
- o Determine whether the need can be fulfilled locally.
- o Research vendors.
- o Solicit prices.
- o Analyze costs and assess other important factors (i.e. delivery, customer service, etc.).
- o Select a vendor.

- o Request a P.O. from the appropriate Department Approver.
- o Track documents and paperwork flow.
- o Ensure the proper receipt of ordered goods or services is attached to the P.O.

• **Approver** (Department Head, Assistant Department Head; and Appointee or the Finance Officer only in an emergency as defined below, unless the Appointee or Finance Officer are given verbal approval by the Department Head or Assistant Department Head, who will endorse their signature when they are available): If an Approver is not available, the purchase order cannot be issued until an Approver becomes available, unless an emergency exists. Each Approver will be issued a Purchase Order book through the Finance Office.

- o Validate the legitimate business purpose of the transaction.
- o Determine whether the need can be fulfilled locally.
- o Approve purchase orders.
- o Validate that adequate funding is available within that Department's budget.
- o Ensure compliance with City policy and applicable regulations regarding Procurement Process
- o Monitor and reconcile purchase transactions using the financial system and associated financial statements and reports.
- o Review and approve reimbursement requests and other special purchasing transactions.
- o Monitor budgets.

An emergency exists if there is a serious, unexpected, and often dangerous situation requiring immediate action in order to protect persons or property from suffering serious injury or harm. An example of an emergency would be a sudden loss of electric power to an eldercare facility or to critical infrastructure, necessitating immediate action to restore power.

Special Situations:

- A. If a Department Head requires the issuance of a purchase order for his/her own office, the Department Head will be the Requester, and the Appointee will be the Approver.
- B. If an Appointee requires the issuance of a purchase order that will be issued against the separate budget of one or more Department Heads, the Appointee will be the Requester and each affected Department Head must sign as the Approver.
- C. If an Appointee requires the issuance of a purchaser order for his/her own office that will be issued against the Finance and Administration budget, the Appointee will be the Requester and the Finance Officer will be the Approver.
- D. If the appointed City Attorney requires the issuance of a purchase order for his/her own office, the City Attorney will be the Requester and the Finance Officer will be the Approver.
- E. If the Mayor and City Council require the issuance of a purchase order, the Mayor or the President (or Vice President in the President's absence) of the City Council will be the Requester, and the Finance Officer will be the Approver.

SIGNATURE AUTHORITY: Employees within the City of Winner do NOT have the authority to sign ANY contracts or agreements with outside parties in the name of the City.

Contracts and agreements that need to be signed by the City MUST be reviewed by the appropriate appointee, committee and full council.

PURCHASE ORDER PROCESS: The purchase of goods and services from outside vendors is to begin with the initiation of a purchase order through the appropriate Approver. This shall occur at the time the product or service is ordered, not when it is time to receive or pay for the product.

Verbal purchases (without an approved purchase order) (i.e. phone orders) will not be considered valid by the City. Employees that use these means to initiate purchases with outside vendors assume responsibility for such purchases at their own risk.

INFORMATION COLLECTED: All purchase orders are to include the following:

- Vender
- Requestor
- Approver
- Department/Code
- Description of items
- Invoice attached to PO

OTHER TYPES OF PURCHASE ORDERS:

BLANKET PURCHASE ORDERS: Blanket purchase orders are to be used primarily to make payments for services that are provided on a regular and consistent basis, and in some cases for the regular delivery of a consistent quantity of product. Specific examples include:

- Equipment (monthly/annual payments)
- Garbage pick-up (City Specific contract)
- Food Services (City Specific contract)
- Construction projects (City Contract Specific)
- Rent, utilities (electric, water, phones, internet)
- Annual Membership renewals (ex SDML)
- Fuel (meetings or transports specific)

The underlying theme behind most blanket orders is that they are used to order and pay for ongoing services or delivery of product when no individual ordering takes place. A contract/ agreement should be in place that has been reviewed and approved by City Council.

Blanket orders are not to be used as an open line of credit or to facilitate informal or phone orders (open account with no detail regarding each individual transaction).

Blankets orders should also not be used as a way to simply manage your budget.

Blanket orders should be sent to the vendor, so they know the PO number to include on all invoices. Invoices will not be paid without a purchase order. ALL blanket Purchase Order requests will be

reviewed annually. Each year during thirty (30) days prior to issuing a new blanket order for the upcoming fiscal year, the Approver with their committee should review the requisitioned blanket order for changes.

RECORD RETENTION: Approvers must maintain copies of all documentation related to purchases and those shall be forwarded to the finance office within 10 days of purchase. If the Approver will not be sending a receipt right away (due to a dispute with the vendor, etc.), please notify Accounts Payable.

TAX EXEMPT STATUS: The City of Winner is Sales Tax Exempt. If a vendor requests proof, please contact the Finance Officer or Accounts Payable. As a Government Agency the City is NOT excise tax exempt.

REQUESTING NEW VENDORS: If a vendor needs to be added to the list of vendors, Approvers must contact Accounts Payable.

ENFORCEMENT/CONSEQUENCES: Employees must be authorized by City Council to purchase. City Employees are responsible for adherence to all policies.

Examples of improper use of purchasing authority include:

- o Stringing or splitting a large purchase into two or more smaller orders in order to avoid bid requirements.
- o Using an inappropriate account code.
- o Conflict of interest and/or poor ethical conduct.
- o Not processing a purchase order for each transaction

City Employees will be subject to disciplinary action for failing to handle purchases according to policy and procedures.

This may include:

- ☐ Elimination of purchasing authority for the City
- ☐ Employee may be recommended for discipline

EFFECTIVE DATE:

This policy shall be in full force and effect on March 15th, 2021

RESOLUTION

CREDIT CARD ACQUISITION AND USE POLICY

Whereas: The City Council of Winner has determined that the City has a need for a credit card as authorized by SDCL 4-3-27,

Now Therefore, Be it Resolved: The Finance Officer, Public Safety Commissioner, Public Works Director, and Corrections Supervisor (herein after referred to as the "designated official") are hereby authorized to acquire and use credit cards for the purchase of certain necessities on behalf of and for the benefit of the City of Winner, in accordance with the policies set out below.

The credit card shall only be used for the purchase of meeting registration, motel room guarantees, motel room payment, or other purchases that can not be accomplished by the issuance of a purchase order and billed directly to the city to be processed in the normal warrant process, unless it is more economically advantageous to pay by credit card.

The card may be used to pay for preauthorized purchases through the internet, if it is the only means of payment by the vendor.

The card cannot be used to obtain cash advances, bank checks, traveler's checks, or electronic cash transfers for expenses other than those incurred by the designated official named on the card, or for personal expenses.

If the card is used for an employee's personal expenses, the employer reserves the right to recover these monies from the employee cardholder.

The card may be used for meals when providing necessary, unplanned meals for prisoners and transport officers during prisoner transports for clients such as the US Marshal Service or other transports where contingencies necessitate such purchases, and such purchases must be approved by designated official.

The card cannot be used for gratuity or alcoholic drinks.

All purchases in excess of \$500.00 must be pre-approved by the City Council.

The credit card shall remain in the custody of the designated official at all times, except when entrusted to an employee for an authorized use.

In all cases where the credit card is used by any city employee, the card shall immediately be returned to the designated official, along with a copy of the receipt, and an invoice or other documentation stating what the card was used for.

Expenditures must be reconciled and submitted with original receipts to the Finance Office within 10 business days.

Any perks, credits or items of value earned because of the use of said credit cards shall only be used for the benefit of the City and not for that of any employee.

Jody Brozik, Mayor

ATTEST:

Chandra Weidner, Finance Officer

TRUST ACCOUNT POLICY FOR CORRECTIONS DEPARTMENT

POLICY STATEMENT: The City of Winner recognizes its fiduciary responsibility in handling funds that are entrusted to the Corrections Department for bail/bond funds and for prisoner care funds. The City of Winner is committed to the proper handling and accounting for all such monies.

TRUST ACCOUNTS: There are two, separate trust accounts utilized by the Corrections Department.

One trust account is used solely for the receipt and disbursement of bail/bond funds that are entrusted to the Corrections Department for the benefit of a named prisoner. For purposes of this Policy, this trust account is referred to as "Prisoner Bonds Trust Account".

The other trust account is used solely for the receipt and disbursement of prisoner care funds that are entrusted to the Corrections Department for the benefit of a named prisoner. For purposes of this Policy, this trust account is referred to as "Prisoner Funds Trust Account".

REQUIRED SIGNATURES; AUTHORIZED SIGNERS ON THE TRUST ACCOUNTS: Two (2) signatures shall be required on each check that is issued on a trust account. The Mayor, Finance Officer, Jail Administrator, Assistant Jail Administrator, and all Lieutenants, Sergeants and Corporals within the Corrections staff shall be authorized to sign checks on the trust accounts.

DOCUMENTS, COMPUTER RECORDS, AND FORMS UTILIZED: The following documents, computer records, and forms are to be used in the receiving, disbursing, and accounting for all monies that are received by the Corrections Department for the benefit of a named prisoner.

Receipt books: A book of triplicate receipt forms that are filled out completely whenever monies are received by the Corrections Department for the benefit of a named prisoner. A separate receipt book will be located in the booking area and such other locations designated by the Jail Administrator. A separate receipt book will also accompany every transport vehicle, to be issued with the transport vehicle keys and to be turned in with the keys at the conclusion of each transport.

Trust account bank log: A document utilized to keep an accurate record of all monies received and all monies disbursed by the Corrections Department for the benefit of a named prisoner. There will be TWO (2) separate bank logs maintained at all times, one for the Prisoner Bonds Trust Account, the other for the Prisoner Funds Trust Account. Each of these documents will represent a typical checking account register.

Trust account bank log spreadsheet: A computer generated document containing all of the verified information from the trust account bank log.

Check books: A book of check blanks in numerical order, used to disburse funds from the appropriate trust account for the benefit of a named prisoner. A separate check book will be maintained for each trust account. Each check issued from one of the trust accounts will be clearly marked to indicate that represents funds from the "Prisoner Bonds Trust Account" or from the "Prisoner Funds Trust Account". The checkbook for the Prisoner Bonds Trust Account will be kept at all times in the safe in the jail administrative office. The checkbook for the Prisoner Funds Trust Account will be kept at all times in a secure drawer in Booking.

Prisoner Account: A computer record in the Jail Management System (JMS) of each prisoner's funds that are deposited into or disbursed from the Prisoner Funds Trust Account. The total of all funds in separate prisoners' accounts will equal the amount of money in the Prisoner Funds Trust Account.

Bank Statements: A document issued by the bank for each trust account, listing all individual deposits into that account and all checks/disbursements from that account.

PROCEDURES FOR RECEIVING TRUST ACCOUNT FUNDS: The following are the mandatory procedures to be followed for all funds received by the Corrections Department for the benefit of a named prisoner:

1. **Receipt:** Whenever funds are received for the benefit of a named prisoner, a receipt shall immediately be issued from the receipt book. One copy of the receipt shall be given to the person that provided the funds; one copy will be attached to the funds by rubber band or paper clip; and one copy will remain with the receipt book. If the funds were received by mail, the first receipt should be given to the named prisoner or mailed to the sender.
2. **Entry on trust account bank log:** The amount of money received will be entered onto the appropriate trust account bank log – if it is bond money, it will be entered onto the Prisoner Bonds Trust Account bank log; but if it is prisoner care money, it will be entered onto the Prisoner Funds Trust Account bank log.
3. **Entry into Prisoner Account:** Each amount entered onto the Prisoner Funds Trust Account bank log will then be entered into JMS account for the identified prisoner.
4. **Placement into the safe:** The funds received will be placed into the safe with the corresponding receipt attached to the funds.
5. **At the end of each duty shift,** the supervisor in charge or such other person as designated by the administrators shall check the trust account bank log to make sure that it contains an accurate record of all deposits received during that shift.
6. **Deposits shall be made on every business day, Monday through Friday, except holidays when the bank is closed.** Deposits are to be made by the Jail Administrator, Assistant Jail Administrator, a Lieutenant, or a Sergeant designated by the administrators. When making a deposit, the money shall be removed from the safe and counted; all deposit slips will be compared against the trust account bank log for the appropriate trust account; any discrepancy will be identified and resolved; and the funds shall be taken to the bank and deposited into the appropriate trust account. A copy of the deposit slip and the bank receipt will be kept with the trust account bank log.
7. **Prisoner bond funds shall be disbursed by check and shall be sent or delivered to the appropriate court without unnecessary delay.**
8. **As prisoner funds are spent by the prisoner for commissary items, phone calling cards, or other authorized expenditures, they are charged from the individual prisoner's JMS account and reported to the Finance Officer with all such charges so that a check may be issued to the Commissary revenue account. No prisoner shall be permitted to spend more than is in his/her individual JMS account. When a prisoner is released from or transferred out from the jail, the**

verified balance of that prisoner's account will be paid out to the prisoner by one or more checks.

9. At the end of every month, the data from all trust account bank logs for each account shall be entered into a trust account bank log spreadsheet by the Jail Administrator, Assistant Jail Administrator, or their designee. Data from the checkbook shall also be entered into the same spreadsheet. The final monthly spreadsheet for each trust account shall contain all of the deposits into and charges from that particular trust account.
10. The final monthly spreadsheet for each trust account shall be compared with the trust account bank logs and checkbook; any discrepancy will be identified and resolved.
11. The final monthly spreadsheet for each trust account will then be provided to the Finance Officer along with a zero bank balance report for that account from the JMS.
12. The Finance Officer will reconcile the bank statement for each trust account with the spreadsheet and zero bank balance report.

MAINTENANCE OF RECORDS; CLEARING NON-CLEARED CHECKS:

All trust account bank logs and receipts, together with JMS reports of individual prisoners' accounts, shall be maintained by the Corrections Department for a period of five (5) years.

All spreadsheets identified in this Policy, as well as all zero bank balance reports accompanying them, shall be maintained by the Finance Officer with the corresponding bank statements, for a period of five (5) years.

All checks that have not cleared the bank shall be retained as outstanding in the account for three (3) years; at that time, the checks shall be recorded as VOID in the account ledger, and the funds shall be sent to the South Dakota State Treasurer's Unclaimed Property office. If the Finance Officer determines that it is necessary to issue a "stop payment" with the Bank, the bank fees incurred will be charged against the funds with the net amount being remitted to the State's Unclaimed Property office.

Adopted: July 6, 2021

Fuel Procurement Process

City of Winner

Adopted 7-18-22

The purpose of this policy is to establish the procedures for procuring bulk fuel for storage at the Public Works Shop for use in all City vehicles and equipment and propane at multiple locations.

Each week on Wednesday the Finance Officer will contact at least (three) 3 providers to establish their prices for delivery for fuel storage and propane usage. Quotes must be received by 3:00pm on Wednesday. One (1) of the providers to be used is the South Dakota Bureau of Administration procurement for fuel. The other providers will be at the discretion of the Public Works Director and Finance Officer. The Finance Officer will be able to purchase fuel each week based on the lowest price quoted. Once purchase is agreed on at 5:00pm on Wednesday, the provider will have 48 hours to deliver. The procurement process, amount, and location will be documented and presented to council each month and recorded in the official minutes.

In the event that fuel is needed more than once a week, the Finance Officer is instructed to utilize the same procurement process listed above.

Bid Protest Procedures on Contracts Involving Funding Sources that Require Engineering

1. In any project wherein the City of Winner utilizes any funding source(s) that require engineering, any bidder may protest the award of such a contract. The protest must be submitted in writing to the Engineer responsible for the contract or solicitation within five calendar days after the bids are opened and read.
2. If a contract has been awarded, the Engineer shall give notice of such protest within 24 hours to the awarded contractor. In the case of a pending award, a stay of award may be requested. A stay may be granted unless a written determination is made by the Engineer that the award of the contract without delay is necessary to protect the interests of the Owner.
3. The protest must contain the following:
 - Name, address, phone number and email of the protestor.
 - A concise statement of all the material facts alleged and of all of the rules, regulations, statutes, and legal provisions entitling the protestor relief.
 - A statement indicating the relief to which the protestor deems they are entitled.
 - All other information as the protestor deems to be material to the issue.
4. If the protest cannot be resolved by mutual agreement within seven calendar days after receipt, the Engineer responsible for the contract or solicitation shall, within 24 hours after the end of the seven day period, send by certified mail, return receipt requested, the final decision and the basis for the decision to the protestor.
5. Any bidder who is aggrieved in connection with the award of a contract may appeal the decision after the contract has been awarded. Venue and jurisdiction for any appeals of the final decision are in the South Dakota Circuit Court in Tripp County. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with South Dakota Law.
6. Failure to follow the bid protest procedures constitutes a waiver of protest and resulting claims.

CITY OF WINNER

OFFICIAL POLICY FOR PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

Meetings of the Winner City Council are open to the public. As such, the public is invited to observe their elected Council Members as they conduct the business of the City. The Council invites and welcomes members of the public to attend its meetings in order that the public might become better acquainted with the operation and programs of the City. During the meetings, the Mayor and Council also invite and welcome public comments and input. In order to allow for the orderly conduct of City Council meetings without unnecessary interruptions, while also allowing for the opportunity for members of the public to be heard, the City Council adopts the following as the official procedure for public participation at meetings of the Winner City Council:

Public Comments at the City Council Meeting:

1. During every City Council meeting, there will be an agenda item for recognition of visitors, including "Public Input". When the Mayor calls for any member of the public who wishes to be heard, such person, or any delegation (with one person being the spokesperson for the delegation) shall identify himself/herself as wishing to speak to the Council.
2. Ten minutes will be set aside to hear any group during "Public Input." Persons who request to speak to the Council will be recognized by the Mayor and will be afforded two minutes of time to speak per individual. Each person may exceed the two minutes only by majority consent of the Council after the first two minutes have expired. Argument will not be permitted between various speakers and/or between the speaker and the City Council. The mayor may, at his or her discretion, interrupt or terminate any testimony if a citizen becomes unruly or disruptive.
3. During "Public Input", any member of the City Council may solicit comment or input from any person present at the meeting.
4. No action will be taken during the meeting at which the item is presented unless advance request was provided as a public request. However, an item presented may be placed on the agenda for a future meeting or referred to a Committee if appropriate.

Public Requests for Specific City Council Action:

1. Any person or delegation (with one person being the spokesperson for the delegation) may make a specific request to the City Council which would require official Council action, by presenting their request, in writing, to the Mayor or Finance Officer at least five (5) business days before the City Council meeting.

2. The Mayor and Finance Officer shall determine whether the particular request should be placed on the City Council's agenda, or whether it should first be referred to a particular Committee before being brought to the Council. If the item is placed on the City Council agenda without first being referred to a Committee, a copy of the request shall be disseminated to the members of the City Council with any other relevant information compiled by the Mayor or Finance Officer.

3. Requests made less than five (5) business days before the meeting, or made at or during a meeting, will not be acted upon by the City Council at that meeting unless it has been added to the Agenda prior to the agenda's adoption

4. A person or spokesperson for a delegation who has submitted a timely request for City Council action as set forth above, shall be granted two minutes of time to speak, to address the City Council during the "Public Input" portion of the Council meeting.

At all times, the Mayor, or the President of the City Council in the Mayor's absence, shall have the authority to grant additional time to any person who is otherwise authorized to address the Council at its meeting, or to limit the time for such comment. The decision of the Mayor in the amount of time, the order of comment, or other issues, shall be final unless a majority of the City Council over-rules the Mayor.

Adopted July 16th, 2018

Jody Brozik, Mayor

Official Policy

City of Winner

City Council Participation in Mediation

1. In the event that any litigation in which the City of Winner is a party, proceeds to a mediation of the claims, the Mayor shall appoint two members of the City Council to participate in the mediation along with The Mayor and the other appropriate City officials.
3. In the event that one member of the Council selected by the Mayor has a conflict of interest, the Mayor shall appoint another member of the City Council under the guidance of these provisions.
4. The unavailability of a selected member of the Council shall be treated as a conflict of interest, with the Mayor selecting a replacement.

Adopted 11/21/22

Fingerprinting Policy

The City of Winner offers fingerprinting services for the general public who are required to submit them for a job application, licensing, etc.

It is necessary to schedule an appointment with the Winner Law Enforcement Center at (605)842-3328.

Each person needs one form of identification.

Acceptable primary IDs include:

- State-issued Driver's License
- State-issued Non-Driver's License ID Card
- U.S. Passport
- Military Identification Card

The total cost for this service is \$25.00. The City of Winner accepts only cash or check for these services. The cost will be waved for government agencies and school districts.

The Winner Law Enforcement Center will collect the fee and receipt it. The City Finance Office will deposit into the general fund. The Winner Law Enforcement Center will keep an on going record for audit purposes of how many private and how many government fingerprints are done on an annual basis.

Adopted 2/19/19

Jody Brozik, Mayor

**Policy for Issuing Checks
On behalf of Inmates
At the Winner Municipal Jail**

There are times when an inmate at the Winner Municipal Jail will request payment of some of their commissary funds to some other person.

So long as there are sufficient funds in the inmate's commissary funds, upon the inmate's written request, the Jail will issue the check as requested and will deliver it to the intended recipient.

The Winner Municipal Jail will charge a check issuing fee from the inmate's commissary account in the amount of One Dollar (\$1.00) per check issued. The inmate will agree to this fee on the written request form.

Approved February 16, 2021

**Policy for Receipt of
Foreign Funds
At the Winner Municipal Jail**

There are times when funds are wired, sent or delivered to the Winner Municipal Jail on behalf of an inmate, whether for bail bond, commissary funds, or otherwise.

Each foreign nation's currency has an exchange rate to convert it to United States currency, and the exchange rate can fluctuate significantly without any prior notice.

In order to ensure that the proper amount is received and accounted for, it is the policy of the Winner Municipal Jail that only funds in United States currency denominations will be accepted. If a person requests to send Canadian funds or money issued by some other country, the request will be declined and the sender will be instructed to obtain funds in United States currency in order for that transfer to be accepted.

Approved February 16, 2021

Policy for Investigating Alleged Criminal Activity By City Employee

It is the policy of the City of Winner that whenever there is evidence of alleged criminal activity by one or more City employees, the following steps will be taken:

1. Any employee who becomes aware of alleged criminal activity within the City's operations shall report the same through the chain of command to the Department Head.
2. The Department Head who is made aware of the alleged criminal activity shall consult with the Appointed Official who oversees that department.
3. The Department Head and Appointed Official will analyze the strength of the evidence suggesting criminality, and will consult with the City Attorney to assist in that regard as necessary.
4. If the evidence suggests that the activity may be limited to a class 2 misdemeanor, the matter should be referred to the Chief of Police for investigation and a determination whether charges should be referred to the State's Attorney. In addition, the Department Head should initiate appropriate disciplinary action against the offending employee(s).
5. If the evidence suggests that the activity may constitute a class 1 misdemeanor but not a felony, the Chief of Police should be informed and a referral made to the Tripp County Sheriff's Office for investigation and a determination whether charges should be referred to the State's Attorney. In addition, the Department Head should initiate appropriate disciplinary action against the offending employee(s).
6. If the evidence suggests that the activity may constitute a felony, the Chief of Police should be informed and a referral made to the South Dakota Division of Criminal Investigation for investigation and a determination whether charges should be referred to the State's Attorney. In addition, the Department Head should initiate appropriate disciplinary action against the offending employee(s).
7. In all such situations, the Department Head and the Appointed Official should consult with the City Attorney with regard to what additional internal investigation should be conducted, if any, and what disciplinary action(s) are appropriate in the circumstances.

Approved _____, 2021

MEETING ROOM USE AGREEMENT AND POLICY

Please read this carefully before signing.

PLEASE NOTE: Your signature on the Room Request form indicates that you received a copy of the attached Meeting Room Use Agreement, have read them and accept and agree to be bound by them.

THIS AGREEMENT is made and entered into between the Meeting Room User and the City of Winner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Eligibility. Reserving and using a meeting room shall be limited to any current renters of the City Administration Building, non-profit organizations, fraternal organizations, government agencies, churches and schools. All Users reserving and using a meeting room need to maintain up-to-date contact information with the City Finance Officer as changes in responsibilities of group members occur.
2. Schedule and Payment. All meeting rooms will be booked on a first-come, first-served basis, subject to room availability and must be reserved through the Finance Office. A calendar is provided at the Finance Office. Rooms available for meetings shall be limited to the Community Meeting Room 121 and City Council Chambers. These rooms are available any time and day of the year. A User may use the meeting room, at no cost, at the location and on the date and time as stated in the Room Request form. Upon completing and filing a Room Request form, one key will be given to the User. In addition to the room, the User shall have access to the public restrooms. The User and the Finance Officer will jointly conduct a pre-event inspection of the premises. The User understands that the gymnasium is under the control of the Winner School District and is not part of the agreement. Should a User wish to use the gymnasium, they must make those arrangements through the school.
3. Subletting. Subletting the room to another group is strictly prohibited.
4. Parking. Parking is based on a first-come, first-served basis. The City is not responsible for parking-related incidents. It is advised that you keep your valuables out of sight and your vehicle locked.
5. Use of Premises. User shall inspect the premises and facilities and accept the premises and facilities in their present condition and shall not alter or change the facilities without written approval of the City of Winner. User will not put any holes into or use any substance that would leave residue on doors, windows, walls, flooring, furniture or fixtures or equipment in and about the premises. User shall bring in and remove all equipment used in connection with the function or event for which the meeting room is leased in such a manner as not to interfere with the normal operation of business, and will remove all such equipment promptly. Upon the termination of the use, the premises shall be returned in the same condition as received by the User. Should special equipment,

such as more tables and chairs, be needed the User shall make advanced arrangements with the Finance Officer. Users as needed may configure tables and chairs. At the completion of the meeting, however, all tables and chairs shall be placed back in their original position.

6. Prohibited Uses. Alcoholic Beverages are not permitted in the City building. Smoking is not permitted in the building. Due to fire code regulations, open flames of any kind (such as candles, lighters, etc.) are strictly prohibited in the building or on the property. The only acceptable exception to the open flames prohibition is the warming of chaffing dishes for meal requirements only.
7. Right to Cancel; Termination of Agreement. The City may at any time, up to and including the time of the scheduled use, cancel without penalty or obligation any reservation for the use of the meeting room if the space is needed for City purposes or if the User has at any time violated City policies respecting the use of its meeting rooms. The City may also cancel any reservation on account of any act of God or for any conditions beyond the reasonable control of the City such as damage to all or any part of the City premises, any malfunction or suspension of services or utilities, severe weather conditions, a catastrophic event, closing of the building for public use, or for any reason related to the usability or safety of the building.
8. Responsibility and Damages. All Users and persons attending User sponsored events or meetings using the City's facilities take the premises "as is" and assume all risks of loss, damage, or injury, including death or property damage, resulting from the use by user of the facilities and services under this agreement. City "facilities" and "premises" include not only meeting rooms but also the entire building, parking lot, and ground.

After the event, the User shall return the key to the City Finance Officer, and they shall jointly inspect the facilities to determine whether any repairs or cleaning are necessary. The User is financially responsible for any damage that occurs to the building, property, or supplied equipment resulting from the use of the supplied resources. The User shall pay all reasonable costs of repair or replacement. In addition, if the User fails to adequately clean up following its use of the facilities, the User will reimburse the City for all costs incurred to clean the facilities. The City shall not assume responsibility for the damage or loss of User articles left in the meeting rooms prior to or following a meeting. The City reserves the right to remove property of any kind and dispose of it at the User's expense. The City will not be liable because of any removal or disposal of any property in accordance to this paragraph.

The User assumes full responsibility for the acts and conduct of all persons admitted to City property during the requested meeting times. The City retains the right to interrupt or terminate the use of its building and property or to eject any person if designated City employees, in their sole discretion, consider it to be necessary in the interest of the public order or safety. The User waives any damages or compensation should its use of the building and property be so interrupted and terminated.

Room Request Form

Name of
Organization: _____

Purpose: _____

Name of Individual Applicant: _____

Affiliation or Role in Organization: _____

Address: _____

Phone: _____

Email: _____

Date(s) Requested: _____

Room Request (circle one) 121 City Council Chambers

Additional Information and
requests: _____

I, _____, User on behalf of
_____ have read and understand and agree to the Meeting Room
Use Agreement above and have authority to bind the organization.

User

Finance Officer

Date

Approval Date

Administration Building

Policy for Selection of Lease Tenants

It is the policy of the City of Winner that it will offer to lease space within the Administration Building to only Governmental, Non-Profit and Fraternal entities. Space will NOT be leased or offered for lease to private commercial businesses, entities or individuals whose income, sales or other business activities are subject to taxation by state and/or federal taxing authorities.

Adopted July 24, 2017

POLICY FOR USE OF PISTOL RANGE

The City of Winner owns a pistol range which is intended to be used for training and qualification of the officers of the Winner Police Department. The pistol range and its usage shall be under the control of the Public Safety Commissioner and the Chief of Police.

The Winner Police Department shall have first priority in use of the pistol range for authorized practice, training, and other official purposes. Other law enforcement agencies and officers, as well as any others who are specifically authorized, may arrange to use the pistol range by scheduling such use through the Public Safety Commissioner or the Chief of Police, so long as the conditions for such use are complied with. Any law enforcement agency whose officers utilize the pistol range pursuant to this policy must be covered by a general liability policy of insurance in the amount of not less than Two Million Dollars (\$2,000,000) which covers their activities on the Winner pistol range.

No unauthorized persons, groups or entities shall enter or use the City of Winner pistol range.

Members of the Rosebud Arrow Rod and Gun Club have certain opportunities to use the pistol range pursuant to their Lease Agreement with the City dated May 1, 2000, as amended by an Amended Lease Agreement dated _____, 2019. Said lease sets forth the requirements for use of the pistol range, which terms are incorporated herein by this reference. Every year the Rosebud Arrow, Rod and Gun Club will provide a copy of its liability insurance declarations sheet demonstrating that its insurance in the amount of not less than Two Million Dollars (\$2,000,000) covers its activities on the pistol range. Failure to maintain such insurance, and failure to provide documentation annually as set forth herein, shall bar the Rosebud Arrow Rod and Gun Club from any use of the pistol range.

The pistol range is primarily intended for pistol use, although shotguns and .22 caliber rifles may be used when authorized by the Public Safety Commissioner or Chief of Police, who shall establish conditions for such use. No other rifles of any caliber or size may be utilized at the pistol range.

*Amended Policy adopted September 16th, 2019
Jody Brozik, Mayor*

CITY OF WINNER
POLICY ESTABLISHING PROCEDURES FOR
THE SPRUCE UP PROGRAM

The City of Winner maintains the Spruce Up Winner program to assist property owners in the removal and disposal of dilapidated or unsafe structures. There is a program for residential structures as well as commercial, non-residential structures. Under the program, the property owner has the responsibility to sign up at the Planning and Zoning Office and executing the Agreement setting forth the parameters of responsibility.

RESIDENTIAL:

For residential structures, the property owner must pay the cost of demolition of the structure by utilizing the services of a private contractor capable of performing demolition services. The contractor, at the property owner's expense, shall load the debris into City-owned trucks. The City will transport the debris to the City landfill and will dispose of the debris at no cost to the property owner. In addition, the City will bring fill back-fill material back to the demolition site, at City expense, and the property owner's contractor will be responsible to fill and level the excavation site.

Prior to demolition, the property owner must certify to the City, in writing, that all household trash, plastic items and electronics, metal items, and all major appliances (such as furnaces, water heaters, stoves, refrigerators, freezers and air conditioning appliances) have been removed from the structure prior to demolition. The major appliances may be left on site to be hauled to the landfill, but they must have the coolant ("freon") removed and tagged by a qualified technician, at the property owner's expense, before they can be taken to the landfill.

Demolition shall be scheduled after consultation with the Street Department Supervisor and the Public Works Director, in order to ensure that the necessary City equipment and personnel will be available at that time.

COMMERCIAL / NON-RESIDENTIAL

For commercial and other non-residential structures, the property owner must pay the cost of demolition of the structure AND the cost of loading and transporting the debris to the City landfill by utilizing the services of a private contractor capable of performing demolition and transport services. The City landfill will receive the debris and will waive the normal dumping fees that are otherwise charged to contractors. In addition, the property owner and its contractor will be responsible to bring back-fill material to the demolition site and to fill and level the site. If back-fill material is to be obtained at the City landfill, the contractor may extract and remove it by expanding the bury-pit under the direction of the Public Works Director or his designee.

Back-fill material otherwise obtained from the City landfill will be billed to the contractor at the prevailing commercial rate.

Prior to demolition, the property owner must provide the City with a certificate issued by the South Dakota Department of Environment & Natural Resources (DENR), certifying that the property has been inspected for the presence of asbestos and that any asbestos found therein has been fully remediated or is of such a composition that it may be received at the City landfill without remediation.

Prior to demolition, the property owner must certify to the City, in writing, that all regular "household" trash, plastic items and electronics, metal items, and all major appliances (such as furnaces, water heaters, stoves, refrigerators, freezers and air conditioning appliances) have been removed from the structure prior to demolition. The major appliances may be separately hauled to the landfill, but they must have the coolant ("freon") removed and tagged by a qualified technician, at the property owner's expense, before they can be taken to the landfill.

Demolition shall be scheduled after consultation with the Street Department Supervisor and the Public Works Director, in order to ensure that the necessary City equipment and personnel will be available at that time.

Adopted November 2, 2020

CITY OF WINNER
OFFICIAL POLICY

Leahy Bowl facility pre-season use during winter/spring:

The City of Winner recognizes that there are times in late winter and/or early spring when certain college or university teams seek a field on which to play baseball. The City desires to make the Leahy Bowl facility available for such use so long as it can be done without causing undue expense to the city, so long as it can be done without causing damage to the playing surface or to the other components of the facility, and so long as such use does not interfere with other already-scheduled events.

The general condition of the playing field shall be one primary concern when considering whether to approve a request for such use of Leahy Bowl. If snow removal or other preparatory work is required, it shall be done by or at the expense of the requesting organization; it shall be done in such a manner as is approved by the City Public Works Director; and it shall be done in a timely manner sufficient to assure that the playing field will be in proper condition for the game.

PROCEDURE: The request shall be directed to the City Public Works Director, who will discuss the details with the requesting school's representative. The Public Works Director will examine the field conditions and review the weather forecast to determine whether it is feasible to have the field in acceptable condition for the game, and he will determine what will be required (i.e., snow removal, method of snow removal, etc.) and the time and manner for meeting those requirements in order to decide whether to approve or deny the request.

Consent to use the facility pursuant to this policy will not be unreasonably withheld. The decision of the City Public Works Director shall be final. In addition, a decision to allow use of the facility is subject to revocation in the event the Public Works Director determines that the event must be terminated or cancelled due to changing or unforeseen circumstances.

Any team that is permitted to play on the Leahy Bowl field pursuant to this policy shall be required to provide the City of Winner with a Liability Waiver form provided by the City, signed by the school's authorized representative.

Any costs incurred in having porta-pottys or other supplemental equipment or services needed by the teams will be at their expense, and the City of Winner will not be responsible for such costs.

Adopted February 20th, 2018

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of practicing and playing baseball upon the Leahy Bowl field and facility within the City of Winner, South Dakota, whose business address is 325 S. Monroe, Winner, South Dakota, 57580, we, the baseball team players, coaches and assistants from

_____, College / University, of _____,
_____, _____, agree to the following: _____ (address)
(city) (state) (ZIP)

1. AGREEMENT TO FOLLOW DIRECTIONS. We agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the City of Winner, or the employees, representatives or agents of the City of Winner.

2. ASSUMPTION OF THE RISKS AND RELEASE. We recognize that there are certain inherent risks associated with the above described activity and we assume full responsibility for personal injury to any member, coach or assistant of our baseball team, and further release and discharge the City of Winner, South Dakota for injury, loss or damage arising out of our use of or presence upon the Leahy Bowl facilities of City of Winner, whether caused by the fault of ourselves, the City of Winner, or other third parties.

3. INDEMNIFICATION. We agree to indemnify and defend City of Winner against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from our use of or presence upon the facilities of City of Winner.

4. DAMAGES. We agree to pay for all damages to the facilities of City of Winner caused by any negligent, reckless, or willful actions by us.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under South Dakota law and will be venued in the Circuit Court for Tripp County in the Sixth Judicial Circuit of South Dakota.

6. EMERGENCY CONTACT. In case of an emergency, please call the Public Works Director for the City of Winner at 605-840-2783.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I CERTIFY THAT I AM AN AUTHORIZED REPRESENTATIVE OF THE COLLEGE/UNIVERSITY NAMED AT THE TOP OF THIS DOCUMENT, AND THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT AND BIND THE SCHOOL TO THESE TERMS.

Dated: _____

Signature: _____
_____ College/University

Amended 3/15/21

**MAIN STREET / SIDE STREETS/ PUBLIC SIDEWALKS
USE AGREEMENT AND POLICY**

Please read this carefully before signing the Agreement.

PLEASE NOTE: Your signature on the Street/Sidewalk Request form indicates that you received a copy of this Policy, have read it and accept and agree to be bound by it.

THIS AGREEMENT is made and entered into between the Street/Sidewalk User and the City of Winner.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Reserving and using a portion of Main Street, the adjacent side streets, and/or the downtown sidewalks for an event, shall be subject to the approval of the City Council after this Agreement is signed. If the event is approved, this Agreement will become effective and the User will be bound by it.
2. The User will be responsible to provide any necessary oversight of the event to help protect the safety of attendees from unreasonable risks.
3. If the event is permitted to have any alcoholic beverages consumed within the designated area, such as for street dances or live music, the User will be required to provide and set up a reasonable barrier enclosing the area where alcoholic beverages will be allowed, with designated entry and exit points. Signs will be posted at the entry and exit points, informing the attendees that alcoholic beverages are NOT permitted outside the designated area.
4. No glass beverage containers will be allowed. Only plastic, paper or other non-breakable material will be allowed.
5. Prior to the beginning of the event, the User will be responsible to arrange for a dumpster as needed, and to place sufficient trash cans and receptacles in the event area, lined with appropriate trash receptacle liners. When trash receptacles become full, they shall be emptied to prevent overflow and a new liner installed. At the end of the event, all trash, refuse and waste in the area must be picked up and the surfaces cleaned as necessary to restore the surfaces to the pre-event condition. All trash and bags of trash shall be placed in a dumpster.
6. All barricades and barriers used for the event shall be promptly removed from the streets and sidewalks after the event concludes.

7. In the event that the area is not cleaned up, trash not properly disposed of, and the street and sidewalk areas are not returned to the pre-event condition, the City may perform such work as is necessary to return to pre-event condition. All City equipment and labor will be billed to the User at the City's established rates. If the bills are not paid in full, they may be turned over for collection. In addition, failure to pay the bills may lead to a City Council decision to not allow some future event with that particular User as sponsor.
8. Any damage to public or private property shall be the responsibility of the person or persons who caused the damage. The City of Winner shall not be responsible for any damage caused by any person/s attending the event.
9. The User and their sponsoring organization agree to hold harmless the City of Winner for any damages resulting from the event and the activities therein. The User must provide proof to the City of a liability insurance policy covering the event in the amount of not less than One Million Dollars (\$1,000,000.00).

Main Street / Side Streets / Public Sidewalks

Event Request Form

Name of Organization: _____

Purpose: _____

Name of Individual Applicant: _____

Affiliation or Role in Organization: _____

Address: _____

Phone: _____

Email: _____

Date(s) Requested: _____

Time(s) Requested: _____

Area(s) Requested: _____

Additional Information and requests: _____

I, _____, User on behalf of _____
_____ have read and understand and agree to the Street/Sidewalk
Use Agreement above and have authority to bind the organization.

User

Finance Officer

Date

Approval Date

City Hall Community Center Policy

The City of Winner has entered into agreement with the Winner School District 59-2 for use of the City Hall Community Room. The Winner School District 59-2 will have first access to all scheduling. If a school event is scheduled, open gym will be closed to the public.

- Full Day Gym rental
 - Profit/business organization - \$250 fee (\$250 deposit) \$500 total
 - Non-profit Organization - \$175 fee (\$175 deposit) \$350 total
 - Catering additional \$150
 - Alcohol additional \$500 (a special event license will be required)
- Half Day Gym rental
 - Profit/business organization - \$125 fee (\$125 deposit) \$300 total
 - Non-profit Organization - \$75 fee (\$75 deposit) \$150 total
 - Catering additional \$150
 - Alcohol additional \$500 (a special event license will be required)
- Deposit refunds are based on the condition of the gym once rental agreement is terminated and will be on a case-by-case basis. Walk through will be conducted by the Finance Officer before and after the reserved event.
- Open to the public 7 days a week 8:00am-9:00pm. Unless otherwise rented out. A calendar will be placed on the City Facebook/Webpage. The premises may be monitored 8:00-5:00 Monday through Friday and at other times as determined by the City. The open gym hours will be subject to change.
- Users may be excluded from use for violation of laws or policies. Once excluded, the excluded user may not return until use privileges are restored by the City of Winner.
- The City will not be responsible for theft or damages to property.
- An agreement will be signed for each rental.
- All cancelations must be 24 hours in advance.
- All reservations MUST be 30 days in advance.
- The City will be re-keying all gym entrance doors as soon as able.
- Police may show presence during evening and weekend hours.
- Non-school practices will be asked to share the gym with other members of the public during open gym time.

Adopted 12/28/21

City of Winner Municipal Pool
Private Pool Party Rental Policy

To reserve the City of Winner Municipal Pool, please contact the pool manager at 605-842-9003.

Two weeks' notice is needed for scheduling purposes.

Parties are outside of regularly scheduled pool hours.

No food or drink in the pool perimeters.

Adults must be present.

2 hour maximum.

Any person entering the swimming pool area and using any of the facilities located in this area are advised by virtue of this notice that they are utilizing such facilities entirely at their own risk and therefore indemnify the owners of this facility in full and shall have no claims against the owners including injury, bodily harm, death, or/or loss of property which could arise from the use of this facility.

No refunds will be given; however, rescheduling may be permitted at managers discretion due to weather conditions which would require the pool to close.

Prices includes appropriate number of lifeguards.

20 individuals and under - \$65 per hour

20-50 individuals - \$100 per hour

50 individuals and above - \$150 per hour

Date of Party: _____ Number of attendees: _____ Cost: _____

Name of Responsible Party: _____

Address: _____

Phone Number: _____ Date: _____

Signature: _____

Manager Signature: _____

Approve: ☐

Deny: ☐

Date: _____

Healthier Vending and Snack Bar Policy

The City of Winner has a commitment to provide an environment that encourages healthy eating habits among its employees and clients. The following policy has been developed to incorporate healthier food and drink options in all vending machine in The City Hall Building.

The intent of this policy is to inform employees about what they are eating, and which choices are healthier. It is designed to make healthy choices more accessible, more appealing, and more affordable. It is not designed to restrict choices.

The City of Winner will provide employees with a variety of healthier snack and drink options by categorizing them as green, yellow, and red based on the standards outlined in the South Dakota Healthier Vending and Snack Bar Policy Implementation Guide.

Green food/drinks are the healthiest option and can be enjoyed often.

Yellow foods/drinks have added sugar, fat and calories and should be eaten occasionally.

Red food/drinks are the highest in sugar, fat and calories and are the least healthy. These foods should be eaten sparingly.

All food and drink items will have the calorie content visible at the point of purchase. This includes food and drinks in each of the color-coded categories. If a package contains more than one serving, the workplace has the choice to disclose the calories per serving.

Adopted 6/18/18

Jody Brozik, Mayor

Volunteer Agreement

This volunteer agreement made on _____ between the parties The City of Winner (City) and _____ (Volunteer).

The Volunteer is willing to donate their time and services to the City listed above, in turn the City is willing to accept such time and service by the Volunteer.

In consideration of the above, the parties hereby agree to the following terms and conditions,

Services

The volunteer is able to provide the following services as well as take account of other needs the City may have:

Wages

The volunteer understands the services provided will be a donation and under no circumstances will expect wages, salary, or benefits from the City for the services provided within this volunteer agreement.

Supervision

The Volunteer should report to the Department Head, on each day services are provided for instruction and guidance.

Employment

The Volunteer understands they are under no terms considered an employee of the City.

Furthermore, the City acknowledges the Volunteer is not an employee and may provide services at free will.

The Volunteer will receive no employee benefits including disability, pay, workman's comp, or severance pay.

Liability

The Volunteer agrees to indemnify and hold the City harmless against any damages related to the Volunteer's activity.

Additionally, the City shall hold the Volunteer harmless against any damages related to the Volunteer's service.

Privacy

The Volunteer agrees to keep any non-public or sensitive materials and information they may witness, private.

Termination

Because the Volunteer is not an active employee, they may terminate this volunteer agreement at any time for any reason they deem necessary.

The City may decline to accept the Volunteers time and may terminate this agreement without prior notification.

Emergency

In the event that an emergency should occur while the Volunteer is providing services, the following contact should be notified immediately.

Emergency Contact Name: _____

Emergency Contact Phone: _____

Volunteer: _____ Finance Officer: _____
(Print) (Print)

Volunteer: _____ Finance Officer: _____
(Sign) (Sign)

I am the parent/guardian of _____, who has signed the agreement to volunteer for the City of Winner. I understand and accept all of the terms of the agreement and agree to indemnify and hold the City of Winner harmless against any damages related to the Volunteer's activity.

Parent/Guardian: _____ Finance Officer: _____
(Print) (Print)

Parent/Guardian: _____ Finance Officer: _____
(Sign) (Sign)

Adopted 5/20/19

Jody Brozik, Mayor

Electrical Accident Policy

1. Assure the scene is safe before attempting assistance
2. Once safe to do so, provide emergency first aid.
3. Call 911 and have the victim transported to the local hospital for treatment.
4. Have a staff person at the hospital to provide information to the medical staff. Be sure to have emergency information for the victim with you.
5. Notify the immediate supervisor.
6. Notify the relative or assigned emergency contact person.
7. Be sure the medical staff understands it was an electrical accident. Assume the burns may be internal as well as external and may need advance treatment.
8. Have the local treatment facility contact a burn center for guidance.
9. If internal burns are a possibility or the victim has severe external burns, request transport to a regional burn center such as Regional Burn Center in St. Paul, MN
 - a. www.regionshospital.com
 - b. 800-922-BURN
10. Notify Safety Benefits and file a first report of injury form.
11. Post – accident investigation
 - a. If needed, call safety benefits and/or MMUA to assist in the investigation.
 - b. Photograph the accident scene before cleanup.
 - c. If possible preserve the scene until the investigation team is finished with it.
 - d. Have all witnesses write down what they remember as soon as possible.
 - e. Assist the investigation in whatever way you can.
 - f. If needed, bring a counselor to help the crews work through emotional issues.
 - g. Discuss the report findings with all involved employees.
 - h. Implement recommendations to prevent recurrence and to improve safety and prevent recurrence both short and long term.

Adopted August 6th, 2018

Winner City Pool COVID-19 Operational Policies

These operational policies will be in effect throughout the 2020 swimming pool season, with the City Council determining opening date(s) and closing date(s) as they determine. These are supplemental to regular swimming pool operational policies and procedures.

- Pool opening decision will occur on the night of June 1 at regular council meeting
- Pool will operate at 50% capacity until changed by Council – could decrease if necessary
 - Pool will have capacity limit sign
- All employees shall be temperature checked as city employees prior to starting each shift
 - Higher than 100.4 no admission
- All guests shall be temperature checked by pool supervisors or managers
 - Guests shall be 6 foot apart while waiting in line to be temperature checked
 - Pool Supervisors or manager will wear gloves and masks during temperature checks
- Pool employees will be educated on the signs and symptoms of COVID -19
 - If signs and symptoms present, guests will be denied admission
 - If signs or symptoms manifest while at the pool, guests will isolate and leave immediately
- Pool employees will be trained on proper use of PPE
- Guests are encouraged to use PPE
- Everyone will maintain 6 feet physical distancing
- Hand sanitizing stations at the entrances
 - Employees shall remind guests to use hand sanitizer upon temperature checks
- Bathrooms shall be sanitized every hour
- All guests of the pool are required to be accompanied by an individual of at least 16 years old

AMENDED
Emergency Policy and Procedures for
Declared Pandemic

The United States Centers for Disease Control and Prevention (CDC) has the authority to determine and declare a public health emergency due to a "pandemic" disease. When such a declaration has been made, it is necessary for the health and safety of the City of Winner's employees and of its citizens, to take reasonable but necessary steps to protect against the uncontrolled spread of such disease. The City recognizes that an employee who is sick with such disease will pose a threat to self, other employees, and everyone with whom the afflicted employee comes into contact.

In the event of such "pandemic", the City Council has the authority to declare this Policy to be immediately in effect, and upon such declaration it shall remain in effect until the City Council declares it to no longer be in effect based upon guidance from the CDC and the South Dakota Department of Health.

1. Procedures for emergency sick leave and extended FMLA will be established by a formal Resolution adopted by the City Council, in compliance with and pursuant to the authority of Federal and State mandates.
2. Anytime an employee is gone from work on emergency sick leave and/or extended FMLA, the employee must stay in contact with the employee's supervisor at least once a week.
3. Whenever the CDC has determined that a certain body temperature is a relevant symptom of the disease, every employee of the City of Winner will be required to have their temperature taken before their shift starts:
 - a. The temperature will be taken by use of a non-invasive infrared (or similar) digital device.
 - b. The temperature will be taken by such person(s) designated and at such location designated by the City.
 - c. The temperature will be taken in reasonable privacy, meaning that the results will be known only to the tested employee and the designated person who is operating the device.
 - d. Any employee whose temperature meets or exceeds the established CDC or Department of Health guideline will be relieved of duty and will be advised to go home.
 - e. Upon being relieved of duty under these procedures, the employee must not return to duty until the employee has been free of established symptoms for at least the period of time established by CDC, without the use of fever reducers or other symptom-relieving medication during that time.
 - f. A written record will be maintained only for those employees' temperatures which meet or exceed the established guidelines. Such record will be confidential and non-public in recognition of the employees' privacy.

g. Any employee who refuses to submit to the mandatory temperature testing at the beginning of the employee's shift will be subject to a written disciplinary action for insubordination, and will be subject to being relieved of duty and sent home without pay for that day. Repeat violations are subject to the discipline policies of the City and may result in further discipline, including possible termination.

4. Whenever required or recommended by CDC guidelines or other Federal or State mandate, employees may be required to wear certain personal protective equipment (PPE) that is provided by the City. Any employee who refuses to wear required PPE will be subject to a written disciplinary action for insubordination, and will be subject to being relieved of duty and sent home without pay for that day. Repeat violations are subject to the discipline policies of the City and may result in further discipline, including possible termination.

Adopted and approved by the City Council on April 20, 2020.

X _____
Mayor Jody Brozik

CITY OF WINNER

POLICY FOR MEDIA COMMUNICATIONS

PURPOSE: The purpose of this policy is to ensure that communications across the City of Winner are coordinated, effectively managed and responsive to the diverse information needs of the public.

POLICY STATEMENT: It is the policy of the City of Winner to foster and encourage an atmosphere of openness and transparency and to:

1. Provide the public with timely, accurate, clear, objective and complete information about its policies, programs, services, events and initiatives.
2. Provide information in multiple formats that are regularly available to the City in order to accommodate diverse needs.
3. Identify and address communication needs and issues in the development, implementation and evaluation of policies, programs, services and initiatives.

DUTIES AND RESPONSIBILITIES: The Mayor is generally responsible for disseminating information to local media and through social media to the public on matters of interest in the regular course of City business. In the absence of the Mayor this responsibility will be with the President of the City Council, or in the President's absence, with the Vice President of the City Council. Social media posting will be done by the Finance Officer or designee.

Whenever circumstances or events bring about media inquiries for information about the City's actions and responses, the nature of the circumstances or events will dictate who will be the official media contact / spokesperson for the City. Whenever the Mayor is named below as the official media contact / spokesperson, in the absence of the Mayor this responsibility will be with the President of the City Council, or in the President's absence, with the Vice President of the City Council.

1. In the event of a natural disaster such as tornado or flood, the Mayor or the Finance Officer will be the official media contact / spokesperson for the City. In the absence of one of them, the other will be the official media contact / spokesperson for the City in that circumstance.
2. In the event of a casualty resulting in damage to infrastructure and disruption of City services, the Public Works Director will be the official media contact / spokesperson for the City. In the absence of the Public Works Director, the Mayor will be the official media contact / spokesperson for the City
3. In the event of a significant incident involving crime or related issues, or escapes from the Municipal Corrections facility, or other public safety related issues, the

Public Safety Commissioner will be the official media contact / spokesperson for the City. In the absence of the Public Safety Commissioner, the Chief of Police will be the official media contact / spokesperson for the City

4. For inquiries about policies, procedures, ordinances, City services, programs and initiatives, the Finance Officer will be the official media contact / spokesperson for the City. In the absence of the Finance Officer, the Mayor will be the official media contact / spokesperson for the City
5. For inquiries about legal requirements that apply to a given situation, the City Attorney will be the official media contact / spokesperson for the City.
6. In any particular situation where the official media contact / spokesperson is unable to provide complete information that is being requested, he/she shall make reasonable efforts to obtain such information through the chain of command and provide it to the requesting media. Where necessary, the official media contact / spokesperson may refer the request to the appropriate Appointed Official.

Information provided to the media, or posted on the City's official social media, shall not contain information which is confidential under State or Federal law or documents or information that is exempt from disclosure requirements under State law.

SOCIAL MEDIA: Social media is effective at providing an additional outlet for information to be disseminated to the public. Certain guidelines must be followed:

1. Electronic information posted to a social media site by the City, and any responses by the public, may be considered a public record subject to State law.
2. Site content shall be maintained in accordance with records retention requirements.
3. When interacting with the public, City values must be upheld at all times:
 - a. Service to our taxpayers
 - b. Transparency
 - c. Quality and accuracy of information
 - d. Timeliness
 - e. Respectfulness
4. Use of social media sites must comply with applicable laws, regulations and policies. This includes adherence to established laws regarding copyright, records retention, public records, the First Amendment, privacy and information security.