

MINUTE RECORD

REGULAR BOARD MEETING
VILLAGE BOARD OF TRUSTEES
APRIL 9, 2020 7:00 PM

The regular meeting of the Chairman and Board of Trustees of the Village of Shelton, Nebraska, was convened on April 9, 2020 as a virtual meeting via Zoom platform allowing such meeting open and available to the public. Chairman Roe called the meeting to order at 7:00 P.M. at which time he informed the public of the availability of the Open Meetings Act on the Village's website and led the audience in the Pledge of Allegiance. He then directed the Village Clerk to call roll which reflected the following: Present: Trustees: Roe, Keslar, Cline and Oberg. Absent: Doremus

Notice of this meeting was given in advance thereof by publication in the Shelton Clipper on April 2, 2020 and posting on April 6, 2020 in four (4) public places in the Village of Shelton, Nebraska, as follows: Larry's Market, Shelton Clipper, Post Office, and Village Office, all as shown by the Certificate of Posting attached to these minutes. Notice of this meeting was simultaneously given to the Chairman and all members of the Village Board of Trustees and a copy of their acknowledgement of receipt of notice of the meeting and the agenda are attached to these minutes. Availability of the agenda was communicated in the advanced notice and in the notice of this meeting to the Village Board of Trustees.

All proceedings shown were taken while the convened meeting was open to the attendance of the public.

2. CONSENT AGENDA. The consent agenda was presented as follows:

- A. WAIVE READING & APPROVE MINUTES OF REGULAR MEETING OF March 13, 2020**
- B. ACCEPT FINANCIAL REPORT**
- C. RESOLUTION TO AUTHORIZE INVESTMENTS IN NFIT. RESOLUTION NO. 20-04-09:**

BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF SHELTON, NEBRASKA:

1. That the Village of Shelton may open various trust or other business account(s) with UBT, as deemed appropriate by the Village of Shelton's agent(s).
2. The Village of Shelton's agent(s) may authorize various transactions with respect to said account(s), including (but not limited to): orders to purchase, redeem, exchange, trade in, assign, transfer, and authorize the registration of any security for which UBT serves as trustee/custodian.
3. That each of the Village of Shelton's agent(s) are authorized to execute on behalf of this Village of Shelton any customer agreement required by UBT, and to enter into any other agreements that may be required for the opening and/or continuing of the account(s) and the transactions contemplated hereby. The Village of Shelton's agent(s) are each individually granted full power and authority to certify to the Bank the names of any person(s) authorized to act on behalf of the Village of Shelton, including instructing the Bank to add or remove individuals who are given the authority to sign or otherwise transact business for the Village of Shelton.
4. That all orders and instructions, either written or oral, may be given by the agent(s) listed below. Each agent is authorized, individually or collectively, to conduct transactions with UBT on the account(s) established at UBT. UBT may also rely on alternative signatures and verification codes which may include, but are not limited to, facsimile signatures, personal identification numbers, digital signatures, or oral verification procedures.
5. That in the event of any change in the office or power of the agent(s), the Village of Shelton's Authorized Officer, Authorized Manager, or Authorized Member shall immediately certify those changes to UBT in writing. Upon receipt of the notification, UBT may terminate the powers of the previously authorized agent(s) and empower the new agent(s).
6. That any orders and instructions given to UBT on behalf of this Village of Shelton by any agent(s) are hereby ratified, confirmed and approved.
7. That the resolution furnished to UBT shall be fully effective as to any transactions for the account(s) of the Village of Shelton notwithstanding that the account(s) may have been temporarily closed or inactive.

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8. That the resolution herein is not contrary applicable law or contrary to any provision in the charter, by-laws, or any governing agreements of the Village of Shelton, and that I have been authorized to make this certification on behalf of this Village of Shelton.

9. **AGENTS** — Any Agent listed below is authorized to exercise the powers granted in this resolution.

1. William C. Roe – Chairman - Village Board of Trustees
2. Bonnie Doremus – Clerk/Treasurer – Village of Shelton

It was moved by Trustee Keslar to approve the consent agenda as presented. This received a second from Trustee Oberg with the vote as follows: Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

3. REPORTS. An oral and written report were received from Administrative Clerk Doremus. Oral reports were given by Fire Chief Wiehn, Village Attorney Truell, Utility Superintendent Sell and Police Chief Clark.

4. AGREEMENT WITH TWO RIVERS PUBLIC HEALTH DEPARTMENT. Tana Fye, legal counsel for Two Rivers Public Health Department explained that without Memorandum of Understanding between the Village and the Two Rivers Public Health Department, there may be a “gray area” which may not allow the enforcement of the Department’s more restrictive regulations (more restrictive than the State Regulations). After much discussion, Chairman Roe indicated it was time to consider Resolution No. 20-04-09A.

RESOLUTION No. 20-04-09A:

WHEREAS, the Two Rivers Public Health Department (“TRPHD” or the “Department”), pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness, and poisoning in Buffalo, Dawson, Franklin, Gosper, Harlan, Kearney and Phelps Counties;

WHEREAS, the Village of Shelton, Nebraska (the “Municipality”) desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness, and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827;

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality’s ability to do so;

WHEREAS, the Department is willing to accept control over protecting the Municipality’s citizens against the spread of communicable disease, illness, and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq.;

WHEREAS, the Department has enacted regulations, Rules and Regulations for the Prevention of Spread of Communicable Disease, Illness, or Poisoning, pursuant to Neb. Rev. Stat. § 71-501 and 71-1626 et seq., relating to the Department’s authority to order directed health measures necessary to prevent the spread of communicable disease, illness, and poisoning (the “Regulations”);

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Regulation and Licensure, and by the Buffalo County Board of Supervisors, the Dawson County Board of County Commissioners, the Franklin County Board of Supervisors, the Gosper County Board of County Commissioners, the Harlan County Board of Supervisors, the Kearney County Board of Supervisors, the Phelps County Board of Supervisors; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department’s disease prevention and control efforts, including isolation, quarantine, and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

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NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. Delegation of Disease Prevention and Control Authority by the Municipality. The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness, and poisoning within the Municipality's jurisdiction by authorizing the Department to enforce the Department's Regulations, including isolation, quarantine, or other directed health measures, within the jurisdiction of the Municipality.
2. Acceptance of Authority by the Department. The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the Village of Shelton, Nebraska.
3. Further Assistance of the Municipality. The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees, and officers to take all steps required to fulfill and carry out the purposes of this Memorandum of Understanding.
4. Waiver of Claims and Indemnification. The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity, which are made by a third party, including reasonable attorneys' fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.
5. Term. This Memorandum of Understanding will be in effect for a term of one (1) year from the date of the last signature hereto, and will automatically renew for successive one-year terms, unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.
6. Counterparts. This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as one and the same document.

After further discussion it was moved by Trustee Roe NOT to approve the agreement and not to pass Resolution No. 20-04-09A. This received a second from Trustee Oberg with the vote as follows: Ayes: Roe, Oberg and Keslar. Nays: Cline. Absent: Doremus. Motion Carried.

5. LARM PAYMENT TO QUARANTINE MEMBERS OF RESCUE UNIT. Administrative Clerk Doremus reported that LARM will be issuing checks of \$1,200 for each of the six members having to be quarantined during the past 14 days. After discussion it was moved by Trustee Keslar, with a second from Trustee Oberg to authorize the checks to be written to distribute these funds to Jason Wiehn, Chuck Roe, Jason Ruyle, Andrew Braun, Carlie Hawks and Taryn Hawks. Ayes: Oberg, Keslar and Cline. Nays: None. Abstains: Roe. Absent: Doremus. Motion Carried.

6. SUMMER PARK/POOL PREPERATIONS. After much discussion Chairman Roe declared this item tabled to May to see what the state restrictions would be at that time.

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7. MANDATORY DIRECT PAYROLL DEPOSITS. Administrative Clerk Doremus explained that having everyone on direct deposits would simplify the payroll process and eliminated the need to reissue checks due to lose. After discussion, it was moved by Trustee Keslar to have all employees on a direct deposit for payroll. This received a second from Trustee Cline with the vote as follows: Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

8. APPROVE PAYMENT TO SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT FOR ADMINISTRATIVE WORK. An invoice (#1044) from SCEDD was presented to the board for their work completed through 2/29/2020 on the NAHTF Grant for an amount of \$5,400. After discussion, it was moved by Trustee Keslar, with a second from Trustee Oberg to approve and pay this invoice. Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

9. APPROVAL FOR REQUEST FOR NAHTF FUNDS DRAWDOWN TO PAY SCEDD INVOICE. It was then moved by Trustee Keslar, with a second from Trustee Cline to approve the request for the drawdown of the NAHTF funds to pay SCEDD in the amount of \$5,400. Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

10. POLICE OFFICER VACANCY/TRAINING CONTRACT. Police Chief Clark reported that he had received four additional applications and would set up interviews again in the near future.

11. DISCONNECT POLICY. Administrative Clerk Doremus indicated that her office needed a board approved policy which would take into consideration a hardship the COVID-19 virus might have on a customer's ability to pay. After discussion, it was moved by Trustee Cline to approve and pass the following policy.

COVID-19 DISCONNECT POLICY

The Village of Shelton understands that COVID-19 is having an unprecedented disruptive effect on customer's ability to pay monthly bills. Thus, the Village will not disconnect any customer for 45 days (subject to extension) under the following conditions:

The customer subject to the disconnection submits in writing a request to suspend the utility disconnection because of financial disruption to the customer's personal or business income from COVID-19.

The customer shall indicate briefly the nature of the disruption such as:

- Loss of income from contracting COVID-19
- Loss of income from caring for family member or friend that has COVID-19
- Temporary or permanent loss of employment
- Income loss due to social distancing
- Loss of income from self-quarantine
- Other COVID-19 related reasons

The customer shall indicate in writing a willingness to commit to a payment plan for the unpaid utility bills.

The customer indicates that they understand that providing false information to a public utility is a violation of Neb. Rev. Stat. 28-901 and 28-909 and is punishable as a class 1 misdemeanor subject to one-year imprisonment or a fine of \$1,000.

This received a second from Trustee Oberg with the vote as follows: Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

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12. SUMMER HELP. Pool Manager Moeller recommended to the board the following hires for 2020 lifeguard positions: Lindsey Foster, Grace Oberg, Kolby Sutton, Mason King, Jady Branson, Brianna Simmons, Bailey Kessner, Tyson Kenton, Zachary Myers, Harry Oberg, Xavier Hellerich and Kyle Wiehn. It was then moved by Trustee Oberg to approve these recommendations for hire. This received a second from Trustee Cline with the vote as follows: Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

Utility Superintendent Sell then recommend Sam Kucera, Mitchell Sell and Kyle Wiehn for the 2020 park and cemetery part time summer help. It was then moved by Trustee Oberg, with a second from Trustee Cline to approve these recommendations for hire. Ayes: Roe, Keslar, Oberg and Cline. Nays: None. Absent: Doremus. Motion Carried.

13. CLAIMS. After review, it was moved by Trustee Keslar, seconded by Trustee Oberg to pay the claims as presented. Ayes: Roe, Oberg, and Keslar. Nays: None. Absent: Doremus. Abstains: Cline. Motion Carried.

14. ADJOURNMENT. All agenda items having been considered, Trustee Keslar with a second from Trustee Oberg moved to adjourn the meeting. AYES: Roe, Cline, Oberg and Keslar. NAYS: None. ABSENT: Doremus. Motion Carried. Whereupon, the Chairman declared the motion carried and the meeting duly adjourned at 8:13 P.M.

RESPECTFULLY SUBMITTED

BONNIE DOREMUS, MMC
VILLAGE CLERK

APPROVED:

WILLIAM C. ROE
CHAIRMAN

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CERTIFICATION

I, the undersigned, Village Clerk for the Village of Shelton, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board of Trustees of the Village of Shelton at the virtual regular meeting held on April 9, 2020 via Zoom format and that all the subjects included in the foregoing proceedings were contained in said agenda for at least twenty-four hours prior to said meeting; that said minutes from which the foregoing proceedings have been extracted were available for public inspection within ten working days of the meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; that the notice of the meeting was posted by myself, Village Clerk Bonnie Doremus on April 6, 2020 in four public places in the Village of Shelton, as follows: Village Office, Shelton Clipper, Post Office, and Larry's Market.

Dated this 15th day of April, 2020.

BONNIE DOREMUS, MMC
VILLAGE CLERK