RESOLUTION 2026-9

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CLEARWATER, NEBRASKA, ESTABLISHING PERMIT, LICENSE, USAGE AND RELATED FEES.

WHEREAS, the Village of Clearwater, Nebraska (hereinafter "the Village"), possesses the authority to establish fees for municipal services, permits, utility connections, and administrative functions to recover the costs associated with providing such services to the public; and

WHEREAS, the Village of Clearwater owns heavy machinery, vehicles, and personal property that citizens may use for payment of fair market rental value.

BE IT RESOLVED BY THE CHAIRPERSON AND THE BOARD OF TRUSTEES OF THE VILLAGE OF CLEARWATER, NEBRASKA, AS FOLLOWS:

Section 1. That the schedule of fees hereto set forth in "Attachment 1: Master Fee Schedule" is hereby adopted. All fees, rates, and penalties contained therein shall apply to the respective municipal services and permits.

Section 2. Residents, businesses, and nonprofit organizations of Clearwater may request use of certain equipment and personal property and services of the Village. Any such equipment or personal property must be operated by Village personnel. Upon receipt of said request, Village personnel will evaluate the same to determine whether: (a) Village personnel have the time to complete said request; (b) Village personnel are qualified to perform the same; and (c) the risk of completing the request is acceptable. If the request is approved, rental rates will follow “Attachment 1: Employee Time and Equipment Use” rates.

Prior to receiving the equipment, property, or services specified above, the person requesting the same must sign a waiver of liability, attached hereto as “Attachment 2”.

Section 3. That this resolution shall become effective immediately upon passage and approval by the Village of Clearwater Board of Trustees.

Section 4. That all resolutions and parts of resolutions in conflict be and hereby are repealed.

Dated this 9 day of November, 2026.

_____

Chairperson Kelly Kerkman

ATTEST:

_____

Village Clerk Angie Hupp

ATTACHMENT 1
Master Fee Schedule

GENERAL SERVICES

Black and white copies	$0.25 per page
Color copies	$0.50 per page
Incoming fax service	$1.00 per page
Outgoing fax service	$1.00 per page
Records request/research	According to state statute

UTILITIES

Water/Sewer/Trash deposit	$150.00 returned upon moving
Utility bill late fee	$25.00 + tax
Reconnect fee during business hours	$25.00
Non-emergency disconnect/reconnect outside business hours	$25 per hour with one-hour minimum
Bulk water	$3.25 per 1,000 gallons

EQUIPMENT USE AND EMPLOYEE TIME (see Section 2 of Resolution 2026-9 and Attachment 2)

Employee time	$25 per hour
Loader/backhoe	$90 per hour + employee time
Mower	$50 per hour + employee time
Dump/straight truck	$75 per hour + employee time
Skid loader, attachments	$75 per hour + employee time

BUSINESS AND ECONOMIC DEVELOPMENT

Alcohol Class C annual license	$300 + $25 publication fee
Alcohol Class D annual license	$200 + $25 publication fee
Alcohol Special designated license (SDL)	$30.00 per application
Tobacco seller annual license	$10.00
Food truck permit application	$10.00 per application
Solicitor/peddler permit application	$10.00
LB840 loan/grant application	$150.00 + $50 per extra applicant

PUBLIC SAFETY AND CODE ENFORCEMENT

Dog tag annual license	$6.00 per dog with proof of rabies vaccine
Dog tag late fee after May 1	$50.00 per dog
Nuisance abatement	as set in Equipment Use and Employee Time
Ambulance services (billed by third-party):	
Ground mileage	$16.84 per mile with patient
Basic life support (BLS) non-emergency	$575.00
Basic life support (BLS) emergency	$787.50
Advanced life support (ALS) non-emergency	$774.66
Advanced life support (ALS) emergency	$997.50
ALS 2	$1,102.50
Stand-by per half hour	$105.00

CONSTRUCTION, PLANNING AND ZONING

Building permit application	$10.00
Building permit fine - beginning before approved	$100.00
Building moving application	$100.00 refundable deposit
Conditional use application	$10.00
Change of zoning request	$10.00
Planning/zoning appeal	$10.00
Boundary change request	$10.00
Plat approval application	$10.00
Recording/filing fees with county	$10.00 (1st page) + $6.00 (additional pages)

ATTACHMENT 2

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of the furnishing of Village equipment, personal property, and services performed by Village personnel requested by the undersigned (hereinafter the "Request"), the undersigned agrees to the following regarding the Village of Clearwater, Nebraska, and its agents, employees, officers, directors, affiliates, successors, and assigns (hereinafter referred to as the "Releasees"):

I believe that the request is safe for both Village personnel, myself, and third parties. If I believe anything is unsafe, I will immediately advise Village personnel.

I fully understand that the request and its associated activities are inherently dangerous, and I hereby agree to assume any and all risks for property damage, personal injury or death that may result from the request and actions of the Village personnel to carry out the request. There may be other risks not known to me or that are not readily foreseeable at this time, and I also assume any and all risks that may result from unknown or unforeseeable risks.

I hereby release, discharge and covenant not to pursue legal action against the Releasees from any and all liability and damage to me (including my personal representatives, assigns, heirs and next of kin), and property under my care and control caused or alleged to be caused, in whole or in part, by the negligence of the Releasees or otherwise.

If, despite this release, I or anyone on my behalf makes a claim against the Releasees, I agree to defend, indemnify and save and hold harmless the Releasees and each of them from any litigation expenses, attorneys fees, loss, liability, damage, or cost that they may incur due to the claim made against any of the Releasees, whether the claim is based on the negligence of the Releasees or otherwise.

If any portion of this release and waiver of liability, assumption of risk, and indemnity agreement shall be determined to be unenforceable, the remainder of this release and waiver of liability, assumption of risk, and indemnity agreement shall be unaffected and shall remain in full force and effect.

I voluntarily sign this release and waiver of liability, assumption of risk, and indemnity agreement on my own behalf. I have read this release and waiver of liability, assumption of risk, and indemnity agreement, understand that by signing it I give up substantial rights I would otherwise have to recover damages for losses occasioned by the Releasees' fault, and sign it voluntarily and without inducement. I am 19 years of age or older, not under the influence of drugs or alcohol and I am mentally competent to enter into this release and waiver of liability, assumption of risk, and indemnity agreement.

_____

Signature Date

_____

Printed name