



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6391
FAX: (775) 463-5305

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

GENERAL INFORMATION
BUILDING PERMITS ON RESIDENTIAL LOTS

This information is provided to aid in preparing applications to obtain required building permits on **residential lots in unincorporated Lyon County**. Please review this information and the application carefully. Due to office space limitations incomplete applications cannot be accepted and held while missing information is gathered. Incomplete applications inadvertently accepted may be returned. A **deposit** to cover plan review costs will be **required** with the permit application.

Generally, **all** new construction, repair or remodeling of buildings or structures on residential lots will **require** permits from the Building Dept. Exceptions include fences (call for height limitations) and a **detached** accessory structure less than 200 SF with no electric or plumbing. All structures must comply with the current (2012) building codes (including energy conservation) adopted by Lyon County. Amendments to the published codes are as cited in County Code Title 10, Chapter 7.

A **residence must be the first building** permitted, constructed and approved for occupancy. Electric service to the lot must be associated with a building permit.

Under Nevada law you may apply as an Owner/Builder in certain circumstances. Appropriate affidavits must be signed which acknowledge the requirements of an Owner/Builder permit. Plans submitted must indicate Owner/Builder and be signed and dated. You must then occupy the building for at least **one year after final approval**. (An O/B cannot construct a duplex.)

No application can be accepted unless provisions for **water/sewer services** are addressed. Appropriate "will serve" letters from the utility district, well driller's contract, septic application with perc test data or evidence of existing utilities are required. Sewer/water facilities must be on the same lot as the building being served. State law establishes minimum lot sizes which may use a septic system (an additional reserve leach area is required). Single-family residences cannot "share" a domestic water well.

Lots in FEMA designated **flood hazard areas** require a "Floodplain Development Permit" from the Planning Dept. You must furnish an elevation certificate, on the prescribed form, establishing the design and then verifying that the actual built lowest floor components are elevated above flood levels per Lyon County Title 12 & 2012 IRC. In some areas the certificate must be prepared by a licensed engineer or surveyor.

Properties accessing county roads or state highways must furnish a copy of the appropriate **access permit** from the County Road Dept. or NDOT.

Site preparation involving mass grading of the lot (beyond excavation for building and utility lines) will either require a **grading permit** (currently issued by the Planning Dept.) or may be included in the building permit. In either case site plans prepared by a licensed NV civil

Fax: 775-463-2284 (City Hall)

City Code: http://www.sterlingcodifiers.com/codebook/index.php?book_id=410

Building Permit Info: <http://www.covow.com/public/building/>

On Thu, Apr 18, 2019 at 9:24 AM SHERYLYNN C ORSUA <kookiekutter07@yahoo.com> wrote:

Hello Jay, I have tried to contact you about questions on hook-ups on a piece of property we are buying. The lot is on Mason pass rd. My understanding is if 30 people purchase hook-ups would be free and all we have to pay for would be meter and pipe pieces and labor. Also, we need to know what size pipe we need to go up to the property, to hook-up the the house.the parcel no. is APN 01428116 PAR 4. I would like to have you call me. (775) 420-6299. I would like to apply for a hook-up permit. I need to know how to do this. I have contacted your office several times, Nobody can give me any answers. They just keep telling me to e-mail you. I have done this before not sure if you have recieved it. Thank you . Sherry Orsua.

4/30/2019

Re: city water hook-up

From: Jay Flakus (jayf@yerington.net)
 To: kookiekutter07@yahoo.com
 Date: Wednesday, April 24, 2019, 5:21 PM PDT

Hi Sherrylynn,

I have a meeting with the City Engineer and City Manager tomorrow and we will talk about this connection. I drove the area this afternoon and I need to get some answers on a few questions then I can give you an estimate.

Thanks,

Jay Flakus*Public Works Director*

City of Yerington - Public Works

215 Trowbridge Road (Shop)

102 S Main Street (City Hall)

Yerington NV 89447

Fax: 775-463-0030 (Shop)

Fax: 775-463-2284 (City Hall)

City Code: http://www.sterlingcodifiers.com/codebook/index.php?book_id=410Building Permit Info: <http://www.covpw.com/public/building/>

On Thu, Apr 18, 2019 at 10:23 AM SHERYLYNN C ORSUA <kookiekutter07@yahoo.com> wrote:

Thank you for getting back to me. I did not realize how much of a work load you have. When I inquired about all of this from your office they did not relay this to me. Sorry, I was just trying to find how to go about getting water to the property, be for I paid in full. Every county or city has different rules on hook-ups. So my understanding, we can put in the water line from the bottom of the hill to end of our property line on our easement. Can we go ahead trench and put our own water line, and all you have to do is hook-up the rest. Does the meter go in at the bottom of the hill or from the property line in at the top? We are going to put in 1" from the main line to the top marker to the property line the go 3/4 " in to the property. Thank you for you help. We just want to have a good working relationship and make sure we do everything right. Sherry

On Thursday, April 18, 2019, 9:39:23 AM PDT, Jay Flakus <jayf@yerington.net> wrote:

Sherrylynn,

We are an extremely small community with one person doing multiple tasks therefore you need to be patient when inquiring as there is a line of people waiting for info ahead of you in line. You emailed on Monday and it takes me weeks to get to everyone.

Your prospective property is > 1000' feet from the water main. This will add cost to the installation. See the attached link it has the info you need:

http://www.covpw.com/water_sewer_new_connect/index.html

The details on the discount are here:

https://www.dropbox.com/s/y5ugm47nfk0jfe/pw112_sunset_hills_fee_waiver.pdf?dl=0

Jay Flakus*Public Works Director*

City of Yerington - Public Works

215 Trowbridge Road (Shop)

102 S Main Street (City Hall)

Yerington NV 89447

Fax: 775-463-0030 (Shop)

From: hotdog.2018@outlook.com
Sent: Tuesday, April 30, 2019 2:37 PM
To: jpage@lyon-county.org
Subject: Water hook

Hello Jeff, I just purchased property out on Mason Pass Rd., parcel #4. There is a 50' easement located out there for a road. My understanding on hooking up water is thru the city. I had talked to Jay Flackus, about hooking up the water. I told him that I have 1" line to go from our property line down to the main, which is less than a 1000'. I had meet up with him yesterday at his office, and he told me some very bad news. He told me that I have to install the water main 8" in diameter with 3 hydrants. I think this should be up to the city, not me. Why should I pay for water hook-up for everyone else. I had check around and nobody else up there has to do this. So can you please help me out? We really like the property, but all of sudden we are hit with these set backs. Thank you for your time. Sherylynn Orsua
(775) 420-6299.



Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



June 17, 2021

Version: 1.0

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF)

Overview

ARPA-CSLFRF - Introduction (7 Pages)

Coronavirus State and Local Fiscal Recovery Funds - Compliance and Reporting Guidance (33 Pages)

**Coronavirus State and Local Fiscal Recovery Funds - U.S. Treasury Department
CSLFRF Interim Final Rule (151 Pages)**

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARRA-CSLFRF)

Overview

1.0 General

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

2.0 Funding Objectives:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic

3.0 Eligible Jurisdictions & Allocations:

3.1 Direct Recipients:

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

3.2 Indirect Recipients:

- Non-entitlement units (\$19.5 billion)

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARRA-CSLFRF)

Overview

4.0 Funding Applications:

- Support Public Health Response - Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address Negative Economic Impacts - Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector
- Replace Public Sector Revenue Loss - Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Premium Pay for Essential Workers - Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- Water and Sewer Infrastructure - Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure
- Broadband Infrastructure - Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

5.0 Example Uses of Funds:

- Support Public Health Response:
 - Services to contain and mitigate the spread of COVID-19: including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
 - Behavioral healthcare services: including mental health or substance misuse treatment, crisis intervention, and related services
 - Payroll and covered benefits: for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF)

Overview

5.0 Example Uses of Funds (Cont'd):

- Address Negative Economic Impacts:
 - Deliver assistance to workers and families: including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
 - Support small businesses: with loans, grants, in-kind assistance, and counseling programs
 - Speed the recovery of impacted industries: including the tourism, travel, and hospitality sectors
 - Rebuild public sector capacity: by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs
- Replace Public Sector Revenue Loss:
 - Ensure continuity of vital government services: by filling budget shortfalls
 - Revenue loss is calculated: relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
 - Recipients may re-calculate revenue loss: at multiple points during the program, supporting those entities that experience revenue loss with a lag
- Premium Pay for Essential Workers:
 - Provide premium pay to essential workers: both directly and through grants to third-party employers
 - Prioritize low- and moderate-income workers: who face the greatest mismatch between employment-related health risks and compensation
 - Key sectors include: healthcare, grocery and food services, education, childcare, sanitation, and transit

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF) Overview

5.0 Example Uses of Funds (Cont'd):

- Water and Sewer Infrastructure:
 - Includes improvements to infrastructure: such as building or upgrading facilities and transmission, distribution, and storage systems
 - Eligible uses aligned to Environmental Protection Agency project categories: for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund
 - Key sectors include: healthcare, grocery and food services, education, childcare, sanitation, and transit
- Broadband Infrastructure:
 - Focus on households and businesses: without access to broadband and those with connections that do not provide minimally acceptable speeds
 - Fund projects that deliver reliable service: with minimum 100 Mbps download/100 Mbps upload speeds unless impracticable
 - Complement broadband investments: made through the Capital Projects Fund
- Equity-Focused Services:
 - Additional flexibility for the hardest-hit communities and families: to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments.
 - Broadly applicable: to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments
- Ineligible Uses:
 - Changes that reduce net tax revenue: must not be offset with American Rescue Plan funds
 - Extraordinary payments into a pension fund: are a prohibited use of this funding
 - Other restrictions apply: to eligible uses of this funding

American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF)

Overview

ARPA-CSLFRF - 'Payment 1' Funding Allotment Sheets (3 Pages)

**American RESCUE Plan Act - Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF)
Overview**

ARPA-CSLFRF - 'Payment 2' Funding Allotment Sheets (3 Pages)

ITEM

#9



14 East Goldfield Avenue, Yerington, Nevada 89447
PHONE: (775) 463-3511 WEBSITE: www.yerington.net FAX: (775) 463-2284
The City of Yerington is an Equal Opportunity Provider

January 10, 2022

TO: Yerington City Council

RE: Request for Reduction in Water and Sewer Connection Fees – RV Park at Goldfield Ave. & Hwy 339,
Jeff Rife, Petitioner

Summary:

Mr. Jeff Rife is requesting a 50% reduction in water and sewer connection fees for a proposed first phase of a 60 space RV park on a recently annexed parcel of land (014-471-17). The project will involve water and sewer connections to Yerington's municipal systems with another construction phase adding 100 or more spaces. Connection fees are charged to new development as an offset to the impact it will have on the existing system. A copy of the City's current fee schedule is included as a reference for discussion.

Discussion:

Page three (3) of the City of Yerington Fee Schedule lists the one-time connection and monthly service fees for RV Parks (see attached). The City currently does not have an engineer's assessment for a sufficient meter size for the full project, so we have assumed that a minimum four (4)-inch meter would be required and per the schedule the connection cost would be \$30,000. Monthly service fees amount to a base rate of \$16.50 compared to a residential base rate of \$33.75. Page six (6) lists a sewer connection fee of \$760.00 for each RV space and a monthly service fee of \$24.90 compared to a residential base rate of \$43.16.

Here is the cost analysis of Mr. Rife's request:

Four-inch connection cost for **water** is \$30,000 less 50% would be \$15,000

Sixty RV **sewer** connections X \$760 is \$45,600 less 50% would be \$22,800

Total connection costs would be reduced from **\$75,600** to **\$37,800** if the request is approved.

Recommendation:

Staff has no specific recommendation for Council action other than the request for 50% reduction could be approved, or the percentage modified, or the request denied.

Robert Switzer
City Manager

Whispering River Ranch RV Park LLC

102 S Center Street
Yerington NV 89447
(775) 463-2176

December 27, 2021

Dear City Council Members:

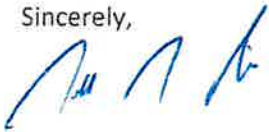
I am writing to request a fee reduction for water and sewer connection and service fees to be provided to the Whispering River Ranch RV Park. I understand that the decision to reduce the fees is discretionary and a portion of or none of this request may be approved.

I am respectfully requesting a 50% reduction in the proposed service fees. I believe this project will be a tremendous addition to the City of Yerington and local businesses. The RV park will generate significant revenues for the City through user fees, additional property tax and room tax. The RV park will bring guests to town, which will benefit not only the RV park, but the businesses in Yerington as well. As we are all aware, costs of construction in today's environment are extremely high.

Any assistance in reducing these costs will help ensure the RV park can be completed in a manner that represents Yerington well.

I sincerely appreciate your consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me

Sincerely,



Jeff J Rife

CITY OF YERINGTON FEE SCHEDULE

Administrative		UNIT	PRICE
Returned Check (Account Closed, Non-Sufficient Funds, etc.)		Each	\$25.00
Interest on Past All Due Accounts		Compounded Monthly	1 ½%
Copy Machine		Per Copy/Page	\$0.25
Cassette Tape/CD/DVD/USB Reproduction		Each	\$10.00
Above Ground Fuel Tank Permit (4-5-3 D)		Each Application	\$100.00
Large Format Copies up to Arch-D		Per Copy/Page	\$2.50
Certified Copies		Per Copy/Page	\$3.00
Airport			
Minimum Hangar Lease Amount		Sq Ft/Year	\$0.25
<i>Tie-Down Fee (Operational & Non-Operational Aircraft in City Designated Area)</i>			
Single engine aircraft and gliders		Month	\$30.00
Multi-engine aircraft		Month	\$40.00
Transient aircraft (Less than 30-days)		Day	\$0.00
100ll Aviation Fuel/Gal		Market Rate	Varies
Airport Use Fee (for events approved by the City Council, Chap. 1-3.B-2 of Airport Rules and Regulations)		Per Occurrence	Varies
Event Cleaning Deposit (Chap. I-3.B-3 of Airport Rules and Regulations)		Per Occurrence	\$500.00
Fee for moving disabled or damaged aircraft, wrecks, derelicts or parts. (Chap. II-3.D and Chap. II-10A thru D of Airport Rules and Regulations)		Per Occurrence	Actual Cost
Administrative Fee for Late Lease/Tie Down Payment		Per Month/Per Occurrence	\$50.00
Administrative Fee for Not Receiving Proof of Insurance per Lease Agreement		Per Month/Per Occurrence	\$50.00
Animal Control Shelter			
<i>Shelter (5-4B-6-D)</i>			
Surrender of adult dog		Each	\$20.00
Litter under age of 12 weeks (up to 6 puppies)		6 or Less Pups	\$25.00
Over 6 puppies in a litter		Per Pup Over 6	\$2.50
Impounding of any stray		Each	\$20.00
Per day charge		Day	\$6.00
14 Day Mandatory Quarantine		Each	\$50.00
Stray delivered to pound		Each	No Charge
<i>Adoptions Under 4 Months Of Age</i>			
Sterilization (Refundable if under 4 months of age)		Each	\$50.00
Rabies vaccination (Refundable if under 4 months of age)		Each	\$10.00
Adoption (Retained by City)		Each	\$20.00
<i>Adoptions 4 Months Of Age Or Over</i>			
Adoption (See Note 5)		Each	\$20.00
<i>License Fees (5-4B4-A)</i>			
Non-spayed or neutered		Each	\$20.00
Spayed or neutered (must show proof in writing)		Each	\$7.00
Senior citizens		Each	\$5.00
Replacement tags (lost)		Each	\$2.00

CITY OF YERINGTON FEE SCHEDULE

Senior Replacement tags (lost)	Each	\$1.00		
Exotic Animal Permit (Non-Refundable) (5-4C-4-C)	Each Application	\$100.00		
Annual Exotic Animal Permit	Annual	\$35.00		
Building Department				
City of Yerington adopts the Definition of "Valuation" as defined in Section 223, of the 1997 Uniform Building Code.				
For Building Permit and Plan Check Fee: See most recent revision of the City of Yerington Building Valuation Data Sheets Located at the Building and Planning Department				
Inspection Fee: Changing from one fuel source to another (9-1-1-C2)	Each Inspection	\$50.00		
Inspection Fee: Electrical Upgrade (9-1-2-C2)	Each Inspection	\$50.00		
Inspection Fee: Gas Pressure (9-1-2-C2)	Each Inspection	\$50.00		
Re-inspection Fee: (9-1-2-C2)	Each Re-inspection	\$45.00		
Manufactured Home Set Permit	Each Structure	\$500.00		
Sewer Lateral Service Permit	Each Inspection	\$100.00		
Water Lateral Service Permit	Each Inspection	\$100.00		
Septic Permit (New and Replacement)	Each Inspection	\$160.00		
Residential HVAC Permit (Inc. Wood Stoves)	Each Inspection	\$80.00		
Inspection Card Replacement	Each Occurrence	\$25.00		
Repeat Fee for Master Planned Development Review/Inspection		\$100.00		
Quarterly Business License Fee				
Application Fee	Each Application	\$20.00		
Quarterly Fee Matrix				
Business License Category	# Of Employees From Line 2.			
	1	2 - 4	5 - 10	11 +
A	\$15.00	\$30.00	\$60.00	\$120.00
B	\$30.00	\$60.00	\$120.00	\$240.00
C	\$50.00	\$100.00	\$200.00	\$300.00
In addition to the Category A, B or C fee, Category D businesses will pay an additional \$250.00 per \$1,000,000.00 per quarter.				
Short Term License: In accordance with the Quarterly Business License Affidavit but in no event less than \$50.00				
Duplicate Business License	Each Occurrence	\$5.00		
Auctions	Each Occurrence	\$100.00		
Sale of Liquor (Section 3-1-21.C)	Per Quarter	\$100.00		
Sale of Utilities (Section 3-1-21.D)	Per Quarter	\$100.00		
Operating a house of ill repute	Per Quarter	\$25,000.00		
Adult Establishments (Adult Oriented Businesses)	Per Year	\$2,000.00		
Special Events	All	\$10.00		
Forty-Eight Hour Liquor License (3-3-8 A)	Each Application	\$15.00		
Late Penalty (Not less than one dollar)	Each Occurrence	10% of amount due		
<i>Gaming: (3-1-22)</i>				
Slots	Each	\$11.50		
Table Games	Each	\$30.00		

CITY OF YERINGTON

FEE SCHEDULE

Poker or Whist Games (3-4-9-5)	Each	\$60.00
Each Additional Poker or Whist Games (3-4-9-5)	Each	\$30.00
<i>Liquor Sales (3-1-21)</i>		
Restaurant Beer & Wine, Retail Beer & Wine, Bar	Each	\$100.00
Forty Eight Hour special events liquor license	Each	\$15.00
<i>Quarterly</i>		
Administrative Late fee for Delinquent Payment plus the cost of notice (certified mail, etc.)	Each Occurrence	\$15.00
	Each Occurrence	Actual Cost
<i>Itinerant Businesses (3-1-23)</i>		
Circus, Carnival Or Menagerie	Each Three Days	\$200.00
Fortuneteller, Spiritualist Or Palmist	Each Three Days	\$800.00
Equipment		
Dump Truck	Hour	\$60.00
Pickup Truck	Hour	\$20.00
Front End Loader/Backhoe	Hour	\$75.00
Grader and Sweeper	Hour	\$90.00
Roller/Air Compressor	Hour	\$55.00
Water Truck	Hour	\$75.00
Wacker, Weed Eater, Asphalt Saw, Trash Pump, 5 KW Generator, Chain Saw)	Hour	\$20.00
➤ 5KW Generator	Hour	\$75.00
Bucket/Boom Truck	Hour	\$45.00
Other (See Note 3)	Varies	-
Landscaping		
Bond, cash deposit, cashier's check, or letter of credit shall be in this amount per square foot of total landscape area	SqFt	\$3.00
Crystal Clear Water (See Note 2)		
Base Rate (For the first 4,000 gallons)	Month	\$50.50
Per 1,000 gallons thereafter	Per 1,000 gal	\$1.39
Meter Replacement Fee	Month	\$1.00
Hook-up Fees	Per Occurrence	\$15.00
Connection Fees		
3/4" Service	Each	\$3,900.00
1" Service	Each	\$4,200.00
1 1/2" Service	Each	\$14,000.00
2" Service	Each	\$20,000.00
3" Service	Each	\$25,000.00
4" Service (Fee may be negotiable by City Council)	Each	\$30,000.00
6" Service (Fee may be negotiable by City Council)	Each	\$50,000.00
RV Park Water Fees		
Base Rate (For the first 4,000 gallons)	Month	\$16.50
Per 1,000 gallons thereafter	Per 1,000 gal	\$0.88
Meter Replacement Fee	Month	\$0.80
RV Park Water Connection Fee		
For Each RV-Spaces Served with Water	Each	\$ 780.00
Service Installation Fees		
Materials	All	Actual Cost

CITY OF YERINGTON

FEE SCHEDULE

Equipment (See Equipment Section)	-	See Equipment
Labor (See Note 4)	-	Note 4
Administrative Fee (Posting 24-Hour Notice)	Per Occurrence	\$15.00
Administrative Fee (Shutting Water Off for Non-Payment)	Per Occurrence	\$15.00
Administrative Fee (Turning Water On After Payment)	Per Occurrence	\$0.00
Hook Up Fee (Turn Water On Initially After Deposit or Payment)	Per Occurrence	\$15.00
Fair Value Water Rights	Per Acre Foot	\$2,000.00
Municipal Court		
<i>Assessment Fees (All Fine Ranges Set by NRS and Imposed by the Judge)</i>		
Assessment Fees Based on Fine Amount		
\$ 5 – 49		\$30.00
\$50 – 59		\$45.00
\$60 – 69		\$50.00
\$70 – 79		\$55.00
\$80 – 89		\$60.00
\$90 – 99		\$65.00
\$100 – 199		\$75.00
\$200 – 299		\$85.00
\$300 - \$399		\$95.00
\$400 - \$499		\$105.00
\$500 - \$1000		\$120.00
Other (See Applicable Law & Refer to Judge)		Varies
General Fund Fee	Each	5.00
Genetic Testing Fee	Each	3.00
Returned Check (Account Closed, Non-Sufficient Funds, etc.)	Each	\$50.00
Late Payment Contract Penalty	Per Month	\$10.00
Specialty Court Fee – DUI 1 st & 2 nd	Each	100.00
Public Disturbance Noise From Portable Or Motor Vehicle Audio Equipment: (5-2-2-G)		
1 st Offense	-	\$50.00
2 nd Offense	-	\$100.00
3 rd and all subsequent offenses	-	\$250.00
Facility Assessment Fee (1-4-3 A)	Each	\$10.00
Special Court Program Fee	Each	\$7.00
Maximum Municipal Court (Per offense) (1-4-1-B)		\$1,000.00 Max
Copy Machine	Per Copy/Page	\$1.00
Certified Court Documents	Per Document	\$5.00
Parks		
<i>For Events with Greater than 25 People Attending</i>		
Cleanup/Damage Deposit (Returned when Park is Clean)		\$200.00
Proof of Insurance		N/A
Key Deposit	Per Set	\$25.00
Lost Key/No Return Assessment Fee	Per Key	\$25.00
Planning and Zoning		
Tentative Map (Price each application + price per parcel)	Each	\$350 + \$20
Tentative Map Extension of Time	Each	\$150.00
Parcel Map	Each	\$250.00

CITY OF YERINGTON FEE SCHEDULE

Master Plan Amendment	Each	\$700.00
Zone Change	Each	\$300.00
Special Use Permit	Each	\$250.00
Variance	Each	\$250.00
Boundary Line Adjustment	Each	\$200.00
Reversion To Acreage	Each	\$250.00
Vacation/Abandonment	Each	\$300.00
Final Map	Each	\$350.00
Final Map Extension of Time	Each	\$150.00
Development Agreement Application (11-2-5, A-C)	Each	\$2,500.00
Copy of Master Plan	Each	\$21.00
Police		
Accident/Incident Report	Pages 1 - 20	\$5.00
Per Page/Copy (each after 20 pages)	Per Copy > 20	\$0.25
Bicycle License	Each	\$1.00
Copy Video	Each	\$10.00
Fingerprinting	Per Card	20.00
Photos from Incident	Printing	Varies
Photos (Individual)	Per Photo	\$5.00
Use of Taser	Per Cartridge	Varies (Current Purchase Price)
Administrative Fee for responding to false (mechanical or electronic) alarms in excess of three false calls in a calendar month	Per Occurrence over 3 in a calendar month	\$50.00
Canvassers and Solicitors Application Fee	Each	\$25.00
City, Mason and Sunset Hills Water (See Note 2)		
New Residential Billing Account Customer Deposit	Each	\$100.00
New Commercial Billing Account Customer Deposit	Each	\$250.00
Base Rate (For the first 4,000 gallons)	Month	\$33.75
Per 1,000 gallons thereafter	Per 1,000 gal	\$1.53
Meter Replacement Fee	Month	\$1.00
Hook-up Fees	Per Occurrence	\$15.00
Connection Fees		
¾" Service	Each	\$3,900.00
1" Service	Each	\$4,200.00
1 ½" Service	Each	\$14,000.00
2" Service	Each	\$20,000.00
3" Service	Each	\$25,000.00
4" Service (Fee may be negotiable by City Council)	Each	\$30,000.00
4" Fire Sprinkler Service	Each	\$5,000.00
5" and larger Fire Sprinkler Service	Each	\$7,500.00
6" Service (Fee may be negotiable by City Council)	Each	\$50,000.00
Service Installation Fees		
Materials	All	Actual Cost
Equipment (See Equipment Section)	-	See Equipment
Labor (See Note 4)	-	Note 4
Administrative Fee (Posting 24-Hour Notice)	Per Occurrence	\$15.00
Administrative Fee (Shutting Water Off for Non-Payment)	Per Occurrence	\$15.00
Administrative Fee (Turning Water Back On After Payment)	Per Occurrence	\$0.00
Administrative Fee (Turning Water Back On After Normal Business Hours)	Per Occurrence	\$21.00

CITY OF YERINGTON

FEE SCHEDULE

Hook Up Fee (Turn Water On Initially After Deposit or Payment)	Per Occurrence	\$15.00
Fair Value Water Rights	Per Acre Foot	\$1,000.00
RV Park Water Fees		
Base Rate (For the first 4,000 gallons)	Month	\$24.90
Per 1,000 gallons thereafter	Per 1,000 gal	\$1.00
Meter Replacement Fee	Month	\$1.00
RV Park Water Connection Fee		
For Each RV-Spaces Served with Water	Each	\$ 780.00
Water Standpipe		
15,000 gallons (minimum)	1 st 15,000 Gallons	\$25.00
Per 1,000 gallons thereafter	Per 1,000 gal	\$1.50
Sewer		
Per Unit (See Note 1 and 2)	Unit	\$43.16
Per Unit outside city limits (Council action 5/24/2004)	Unit	\$43.16
Hook-up Fees	Per Occurrence	\$15.00
Connection Fee		
4" Sewer Service Connection Fee (8-5-1 C)	Each	\$3,800.00
6" Sewer Service Connection Fee (8-5-1 C)	Each	\$3,800.00
RV Park Sewer Fees		
Per RV Parking Space with Sewer Service	Month	\$24.90
Per RV Parking Space without Sewer Service	Month	\$24.90
RV Park Sewer Connection Fee		
For Each RV-Space Served with Sewer	Each	\$760.00
For Each RV-Space without Sewer Service	Each	\$ 760.00
Service Installation Fees		
Materials	All	Actual Cost
Equipment (See Equipment Section)	-	See Equipment
Labor (See Note 4)	-	Note 4
Annual Treatability Charge: (8-3-7-G) (Determined by City Manager and approved by the City Council on a case by case basis)	\$25.00 min. to \$500.00 max. Per Unit	
Civil Liability (8-3-11-C) (Determined by City Manager and approved by the City Council on a case by case basis)	Day	Not To Exceed \$500.00/day
Commercial and Industrial Sewer Fees		
<i>Metered Sewer Fee is Based on Equivalent Dwelling Unit (EDU) (See City Code 8.4.17.5)</i>		
<i>Use Council Approved Uniform Plumbing Code Table 7.3 to Determine Sewer Fixture Unit (SFU)</i>		
Non-Metered Sewer		
1 st 25 SFU's	1 st 25 SFU's	\$43.16
Each Additional SFU	Each	\$1.50
Commercial and Industrial Sewer Connection Fees		
<i>Use Council Approved Uniform Plumbing Code Table 7.3 to Determine Sewer Fixture Unit (SFU)</i>		
1 st 25 SFU's	1 st 25 SFU's	\$3,800.00
Each Additional SFU	Each	\$195.00
Street Closure		

CITY OF YERINGTON FEE SCHEDULE

	Cleanup/Damage Deposit (Returned when Street is Clean)	Per Occurrence	\$200.00
	Street Cut Permit	SqFt	\$0.25
Weed/ Nuisance Abatement and Fees			
	Cleanup and removal – Initial Hour	Minimum	\$315.00
	Cleanup and removal – Each Hour Thereafter	Per hour	\$180.00
	Disposal Fees	Actual Cost	

NOTE:

1. A "unit" for the purpose of this document means a single-family dwelling, including apartments and mobile homes.
2. All prices are based on a 50' maximum length of pipe. Lengths over 50' will be billed to the contractor or homeowner at the City's cost.
3. For all other equipment not listed above, the fee shall be based upon the reasonable rental value thereof.
4. Labor fees for City personnel shall be determined by utilizing the average hourly pay rate, including benefits, for the particular department involved. In order to reimburse the City for certain administrative costs, such average hourly pay rates shall be multiplied by a factor of 1.5.
5. In the case of a dog 4 months of age or over, the newly adopted dog will be transported to the veterinarian by the Animal Control Officer or volunteer for its rabies shots and sterilization. The person adopting the dog will then be responsible for payment to the veterinarian when picking up the dog.

ITEM

#10



14 East Goldfield Avenue, Yerington, Nevada 89447
PHONE: (775) 463-3511 WEBSITE: www.yerington.net FAX: (775) 463-2284
The City of Yerington is an Equal Opportunity Provider

MEMO

December 29, 2021

Mayor & City Council:

The City of Yerington requests to enter into an agreement between the City of Yerington and Farr West Engineering for professional services regarding the Airport Capital Improvement Plan (ACIP) in the amount of \$50,000.00. The proposed project is for the replacement of the PAPI's and REIL's at Yerington Municipal Airport, O43.

The scope of work includes design and project management for the replacement of Precision Approach Path Indicators (PAPI's) and Runway End Identifier Lights (REIL's). The project must be overseen and managed by a professional engineering company. The engineering company also needs to be certified by the Federal Aviation Administration (FAA) to work on the project. Farr West Engineering is certified by the FAA to work on federal projects.

The City of Yerington advertised to receive a Request for Qualifications (RFQ) from engineering companies for the project. The City of Yerington received the Statement of Qualifications (SOQ) from Farr West Engineering and was the only SOQ received for the project within the required deadline for submission. Payment for professional services will be funded under the PAPI's and REIL's project by the FAA grant on a reimbursement basis only.

Sincerely,

A handwritten signature in black ink that reads "Angela Moore". The signature is written in a cursive, flowing style.

Angela Moore
Grants Administrator

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 28, 2021 ("Effective Date") between The City of Yerington ("Owner") and Farr West Engineering ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Yerington Municipal Airport Airport Capital Improvement Plan (ACIP) Projects – PAPI and REIL Replacement ("Project").

The services to be provided under this Agreement by Engineer ("Scope of Work") are generally identified as follows:

Design and project management for the replacement of existing PAPI's and REIL's

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 8.01.
- B. Engineer shall complete its services within a reasonable time, or within the specific time period (if any) set forth in Exhibit A.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of

the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not

intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Delays*

- A. Where Engineer is prevented from completing any part of the Owner's Services within the time for completion due to delay beyond the control of Engineer, the time for completion will be extended in an amount equal to the time lost due to such delay. Delays beyond the control of Engineer shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

7.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.