



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
June 17, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on June 17, 2025 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Items on the agenda may be taken out of order. The Council may combine two or more agenda items for consideration. The Council may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Unless otherwise allowed by the City Council, public comments by an individual will be limited to three minutes.

1. Pledge of Allegiance to the Flag
2. Certification of Compliance with Posting Requirements
3. Public Comments
General in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Consideration and possible approval of Council Meeting Minutes for December 3, 2024, December 11, 2024, December 17, 2024, February 4, 2025, February 18, 2025, February 27, 2025 and March 4, 2025. **(For possible action)**
5. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration of application by Paul Pryor for a mobile food vendor license for Lucian, LLC. DBA: Otis' Grill. **(For possible action)**

7. Consideration and possible approval of an application by Sarah Lucas to operate a daycare facility in an LI zone at 160 Industrial Way, Fallon, Nevada. **(For Possible Action)**
8. Consideration and possible action to approve a construction contract to the lowest responsive and responsible bidder for the Rattlesnake Hill Water Tank Demolition and Site Preparation Project with A&K Earthmovers of Fallon, Nevada, in the amount of One Million Ninety-Five Thousand Dollars (\$1,095,000) (PWP-CH-2025-077). **(For possible action)**
9. Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design services for the Construct New Taxilane, Extend Existing Taxilane (Design Only) Project in an amount not-to-exceed One Hundred Sixty-Three Thousand Seven Hundred Dollars (\$163,700), of which the FAA share would be 95% or One Hundred Fifty-Five Thousand Five Hundred and Fifteen Dollars (\$155,515) and the City's share would be 5% or Eight Thousand One Hundred and Eighty-Five Dollars (\$8,185). **(For possible action)**
10. Consideration and possible action to approve a design contract with Van Woert Bigotti of Reno, NV, in order to provide design and engineering services for a Fixed Base Operations Facility at the Fallon Municipal Airport, in the amount of Two Hundred Thirty Thousand Four Hundred Dollars (\$230,400). **(For possible action)**
11. Consideration and possible action to approve a construction contract with Cheek Construction of Fallon, Nevada in order to complete the National Fitness Campaign Fitness Court Studio Concrete Slab, in the amount of Forty-Nine Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$49,915.00). **(For possible action)**
12. Fallon Police Department Monthly Report for March 2025 **(For discussion only)**
- 13. Public Comments (For discussion only)**
- 14. Council and Staff Reports (For discussion only)**

This agenda has been posted on or before 9:00 a.m. on June 12, 2025 at City Hall, City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

The supporting material for this meeting is also available to the public on the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>) or by contacting Elsie Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104

/s/ Elsie M. Lee

NOTICE TO PERSONS WITH DISABILITIES: Reasonable effort will be made to assist and accommodate physically handicapped persons desiring to attend the meeting. Please call the City Clerk's Office at 775-423-5104 in advance so that arrangements may be conveniently made.

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
December 3, 2024**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Mike Mackedon
Deputy City Attorney Trent deBraga
Chief Ron Wenger
Captain John Riley
Captain Daniel Babiarz
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
City Engineer Derek Zimney
Director of Tourism Jane Moon
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration of an application by Melanie Ludlow for a mobile food vender license for Fizz'n.

Deputy City Clerk Elsie Lee stated Melanie Ludlow, owner of Fizz'n has made an application for a mobile food vendor license for Fizz'n. A mobile food vendor license is a privileged license that allows the licensee to sell food from a motor vehicle, or other type of food service conveyance, for human consumption and which is used to sell and dispense food or beverages to customers. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee, and has been recommended for approval.

Mayor Tedford inquired if there were any questions from the Council or public.

No comments were noted.

Councilman Harmon motioned to approve the application by Melanie Ludlow for a mobile food vender license for Fizz'n; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration of an application by Joshua Williams for an on-premises drinking establishment liquor license for Krab Kings Fallon LLC, to be located at 40 E Center Street.

Deputy City Clerk Elsie Lee stated Joshua Williams, owner of Krab Kings Fallon LLC, has made an application for a drinking establishment drinking license for Krab Kings Fallon LLC at 40 E Center Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee, and has been recommended for approval. Josh Williams has held a liquor license with us before. He previously had Tiger Sushi, where he had a liquor license.

Mayor Tedford inquired if there were any questions from the Council or the public.

Councilwoman Frost inquired on the floorplan of the establishment. Is this going to be liquor served with the meals or is it going to be a bar where people can come and drink at the bar.

Josh Williams addressed the Council. We plan here, in a couple of weeks, when we get more established, to make a bar. So, besides the food and the drinks, we will have an actual bar, by itself, serving drinks.

Councilwoman Frost thanked Mr. Williams.

Mayor Tedford inquired if there were any further comments or questions.

No further comments were noted.

Councilwoman Frost motioned to approve the application by Joshua Williams for an on-premises drinking establishment liquor license for Krab Kings Fallon LLC, to be located at 40 E Center Street; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by Whytnee Fain for an on-premises drinking establishment liquor license for Grey Area Productions dba: Troy's Double Shot Bar & Catering, a mobile bar beverage service, based at 2955 Rice Road, Fallon, Nevada.

Deputy City Clerk Elsie stated Whytnee Fain, owner of Grey Area Productions dba: Troy's Double Shot Bar & Catering, a mobile bar and beverage service, has made an application for an on-premises drinking establishment liquor license for Grey Area Productions dba: Troy's Double Shot Bar & Catering based at 2955 Rice Road, Fallon, Nevada, for special events and private parties. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. Because the applicant is seeking an on-premises liquor license for the purposes of special events or private parties only, staff recommend a conditional on-premises drinking establishment liquor license that allows the applicant to sell liquor at special events and private parties only. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee, and has been recommended for approval.

Mayor Tedford inquired if there were any questions from the Council or the public.

Councilman Harmon inquired on the address where the trailer will be stored.

Deputy City Clerk Elsie Lee stated that is just where the trailer is stored.

Councilman Harmon asked if the address would be left out of the motion, due to the address being located in the County.

Mayor Tedford stated that it was fine.

Mayor Tedford inquired if there were any further questions.

No further comments were noted.

Councilman Harmon motioned to approve the application by Whytnee Fain for an on-premises drinking establishment liquor license for Grey Area Productions dba: Troy's Double Shot Bar & Catering, a mobile bar beverage service; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

Councilwoman Frost thanked the Fallon Police Department for participating during the canned food drive. They have a spirited competition with all the other first responders, and I would like to thank them for that.

Mayor Tedford stated that Chief Ron Wenger would pass it along to the department. That is a great competition that benefits the whole community.

No further reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:10 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
December 11, 2024**

The Honorable City Council met for a Special meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Mike Mackedon
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Ron Wenger
Captain Daniel Babiarz
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Consideration and possible confirmation of Erik Fain as Deputy Public Works Director.

Mayor Tedford stated that at this time he would like to offer, as his appointment, as the Deputy Public Works Director, Erik Fain. I would like to read a short biography of Erik. Erik Fain was born in August 1991 to Richard and Donna Fain. He grew up with 2 siblings, both sisters. He was raised in Fernley, Nevada and attended school from kindergarten through 9th grade, then moved to Fallon for a short time until finally finishing his high school education and receiving his high school diploma at Pleasant Grove High School in Elk Grove, California. Throughout his youth, sports were an integral part of his life. It was there that he learned the importance of teamwork and saw the direct results of a quality team. In August 2013, he met his beloved wife Whytnee while visiting Fallon. They were married in 2016, the same year he began his career with the City of Fallon. He started his career as a Maintenance Worker II at the Transfer Station. It was there that he realized the opportunities available in the City. He earned his water distribution certification and CDL. In 2017, he transferred to the Water/Streets Department and in 2021, he was assigned to the Lead position. He is currently pursuing a degree at Western Governor's University. He has 1 child, a son named Greyson. In his spare time, he volunteers as a firefighter with the Fallon Churchill Fire Department. He enjoys spending time outdoors hunting and fishing with his family. He coaches his son's teams in youth sports and loves the opportunity to make a difference in their lives. I feel very honored to offer you, today, Erik Fain, as Deputy Public Works Director. At this time, I would like to give the Council the opportunity to ask questions. I know that you have had the opportunity to interview him, and those interviews went really well, and I thought they were very important and gave him a glimpse of how you all think and were able to give him some great advice. If you have any questions for him, at this time, Erik is sitting here and ready to answer them.

Councilwoman Kent stated that she did not have any questions. I concur with your decision. I think that Erik is going to do an amazing job for the City.

Councilman Harmon stated that he agrees with Karla. I think that you made a wise, and great choice for this position.

Councilman Frost stated that she echoes everyone's comments. I believe Erik, with his excellent work ethic, vision, and ability to lead folks, I believe he is an excellent choice.

Mayor Tedford thanked the Council. I certainly think that he has proved himself during his time with the City. Any further questions or comments from the Council or public?

No further comments were noted.

Councilman Harmon motioned to confirm Erik Fain as Deputy Public Works Director; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Mayor Tedford administered the Official Oath of Office to Erik Fain as Deputy Public Works Director.

Consideration and possible action to establish the salary of Erik Fain as Deputy Public Works Director at One Hundred and Three Thousand Dollars.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

No comments were noted.

Councilwoman Frost motioned to establish the salary of Erik Fain as Deputy Public Works Director at One Hundred and Three Thousand Dollars; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments after wishing everyone a Merry Christmas.

No further comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:16 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
December 17, 2024**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Mike Mackedon
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Ron Wenger
Captain Daniel Babiarz
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Consideration and possible approval of Council Meeting Minutes for November 5, 2024.

Councilman Harmon motioned to approve the Council Meeting Minutes for November 5, 2024, with no corrections or additions; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration of application by David Scott Tate for an on-premises drinking establishment liquor license for Fallon Bonanza Corporation dba Bonanza Inn & Casino to be located at 855 W Williams Ave.

Deputy City Clerk Elsie Lee stated Scott Tate, President of Fallon Bonanza Corporation dba Bonanza Inn & Casino, has made an application for a drinking establishment liquor license for Fallon Bonanza Corporation dba Bonanza Inn & Casino at 855 W Williams Ave. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval.

Mayor Tedford inquired if there were any questions from the Council or the public.

Councilwoman Frost wanted clarification that this was just a change of names for agenda items #6, #7, and #8.

Mayor Tedford stated, yes. They are just separating out those entities. Are there any further questions from the Council or public.

No further comments were needed.

Councilwoman Frost motioned to approve the application by David Scott Tate for an on-premises drinking establishment liquor license for Fallon Bonanza Corporation dba Bonanza Inn & Casino to be located at 855 W Williams Ave; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by David Scott Tate for an on-premises drinking establishment liquor license for Comstock Casino Corporation dba Comstock Casino to be located at 1975 S Taylor Street.

Deputy City Clerk Elsie Lee stated Scott Tate, President of Fallon Comstock Casino Corporation dba Comstock Casino, has made an application for a drinking establishment liquor license for Fallon Comstock Casino Corporation dba Comstock Casino at 1975 S Taylor Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has

been recommended for approval.

Mayor Tedford inquired if there were any questions from the Council or the public.

No further comments were noted.

Councilwoman Frost motioned to approve the application by David Scott Tate for an on-premises drinking establishment liquor license for Comstock Casino Corporation dba Comstock Casino to be located at 1975 S Taylor Street; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by David Scott Tate for an on-premises drinking establishment liquor license for Ole Nugget Corporation dba Fallon Nugget to be located at 70 S Maine Street.

Deputy City Clerk Elsie Lee stated Scott Tate, President of Ole Nugget Corporation dba Fallon Nugget, has made an application for a drinking establishment liquor license for Ole Nugget Corporation dba Fallon Nugget at 70 S Maine Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval.

Mayor Tedford inquired if there were any questions from the Council or the public.

No further comments were noted.

Councilwoman Frost motioned to approve the application by David Scott Tate for an on-premises drinking establishment liquor license for Ole Nugget Corporation dba Fallon Nugget to be located at 70 S Maine Street; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by Fallon Bonanza Corporation dba Bonanza Inn & Casino for a non-restricted gaming license for 210 slot machines and 1 table game for Fallon Bonanza Corporation dba Bonanza Inn & Casino located at 855 W Williams Avenue.

Deputy City Clerk Elsie Lee stated Fallon Bonanza Corporation dba Bonanza Inn & Casino has made an application for a non-restricted gaming license for 210 slot machines and 1 table game for Fallon Bonanza Inn & Casino to be located at 855 W Williams Avenue. A non-restricted gaming license is a privileged license to operate a gaming establishment within the City of Fallon. "Non-restricted gaming license" has the meaning of non-restricted license or non-restricted operation as set forth in NRS 463.0177, as it may from time to time be amended. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval with conditions.

Mayor Tedford inquired if there were any questions from the Council or the public.

No comments were noted.

Councilman Harmon motioned to approve the application by Fallon Bonanza Corporation dba Bonanza Inn & Casino for a non-restricted gaming license for 210 slot machines and 1 table game for Fallon Bonanza Corporation dba Bonanza Inn & Casino located at 855 W Williams Avenue; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by Fallon Comstock Casino Corporation dba Comstock Casino for a non-restricted gaming license for 35 slot machines for Fallon Comstock Casino Corporation dba Comstock Casino located at 1975 S Taylor Street.

Deputy City Clerk Elsie Lee stated Fallon Comstock Casino Corporation dba Comstock Casino has made an application for a non-restricted gaming license for 35 slot machines for Fallon Comstock Casino Corporation dba Comstock Casino to be located at 1975 S Taylor Street. A non-restricted gaming license is a privileged license that allows the licensee to operate a gambling establishment within the City of Fallon. “Non-restricted gaming license” has the meaning of non-restricted or non-restricted operation as set forth in NRS 463.0177, as it may from time to time be amended. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval with conditions.

Mayor Tedford inquired if there were any questions from the Council or the public.

No comments were noted.

Councilman Harmon motioned to approve the application by Fallon Comstock Casino Corporation dba Comstock Casino for a non-restricted gaming license for 35 slot machines for Fallon Comstock Casino Corporation dba Comstock Casino located at 1975 S Taylor Street; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration of an application by Ole Nugget Corporation dba Fallon Nugget for a non-restricted gaming license for 142 slot machines and 1 table game for Ole Nugget Corporation dba Fallon Nugget located at 70 S Maine Street.

Deputy City Clerk Elsie Lee stated Ole Nugget Corporation dba Fallon Nugget has made an application for a non-restricted gaming license for 142 slot machines and 1 table game for Ole Nugget Corporation dba Fallon Nugget to be located at 70 S Maine Street. A non-restricted gaming license is a privileged license that allows the licensee to operate a gambling establishment within the City of Fallon. “Non-restricted gaming license” has the meaning of non-restricted license or non-restricted operation as set forth in NRS 463.0177 as it may from time to time to be amended. The application has been reviewed by Police Chief Ron Wenger, Deputy City Attorney Trent deBraga, City Engineer Derek Zimney, and Deputy City Clerk Elsie Lee and has been recommended for approval with conditions.

Mayor Tedford inquired if there were any questions from the Council or the public.

No comments were noted.

Councilman Harmon motioned to approve the application by Ole Nugget Corporation dba Fallon Nugget for a non-restricted gaming license for 142 slot machines and 1 table game for Ole Nugget Corporation dba Fallon Nugget located at 70 S Maine Street; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Record of Survey Map in Support of a Boundary Line Adjustment for Churchill Council on Alcohol and Other Drugs, Churchill County Assessor’s Parcel Numbers 001-254-59 & 001-251-25.

City Engineer Derek Zimney stated Churchill Council on Alcohol and Other Drugs, owner of Churchill County Assessor’s Parcel Number (APN) 001-251-59 & 001-251-25 have made an application and submitted a map to move the boundary line between two parcels. Approval of this map will bring the existing New Frontier Treatment Building, including the

recent addition, into compliance with the 2018 Fire Code, which has previously been adopted by the City of Fallon. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements.

Mayor Tedford inquired if there were any questions from the Council or the public.

No further comments were noted.

Councilwoman Kent motioned to approve a Record of Survey Map in Support of a Boundary Line Adjustment for Churchill Council on Alcohol and Other Drugs, Churchill County Assessor's Parcel Numbers 001-254-59 & 001-251-25; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Record of Survey Map in Support of a Boundary Line Adjustment for Mark Gonzales and Diversified Builders LLC, Churchill County Assessor's Parcel Numbers 001-711-09 & 001-731-09.

City Engineer Derek Zimney stated Mark Gonzales, owner of Churchill County Assessor's Parcel Number (APN) 001-711-09 and Diversified Builders, owner of (APN) 001-731-09 have made an application and submitted a map to move the boundary line between the two parcels. Approval of this map will move the property line and expand (APN) 001-711-09 to include a portion of (APN) 001-731-09. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements.

Mayor Tedford inquired if there were any questions from the Council or the public.

Councilman Harmon inquired if the fence is already on Mr. Gonzales's property. Was that built in error, bad surveying, or do you know the answer to that question?

City Engineer Derek Zimney stated that Mr. Gonzales explained that he followed an old existing fence that was there, that he believed to be the property line. He built a nice, white vinyl fence, graveled, and keeps his weeds down. He acted in good faith, but he did not have a survey performed to build that fence.

Mayor Tedford stated that the property is old E.E. Wolverton property. It is old in the County and has been there for a long time. There was an old brown fence there for years. It was probably built in error, rather than survey. That is my guess. Are there any further comments or questions from the Council or public?

No further comments were noted.

Councilman Harmon motioned to approve a Record of Survey Map in Support of a Boundary Line Adjustment for Mark Gonzales and Diversified Builders LLC, Churchill County Assessor's Parcel Numbers 001-711-09 & 001-731-09; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council, or staff reports after wishing everyone a Merry Christmas.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:15 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
February 4, 2025**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Clerk Treasurer Michael O'Neill
Deputy City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Captain John Riley
Captain Daniel Babiarz
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

Geoff Knell of 261 Serpa Place greeted the Council.

- Made comments regarding an 86 letter.
- Made comments regarding government and the Declaration of Independence.

- Made comments regarding street preaching and getting his glasses knocked off his face.
- Made comments regarding political philosophy and ideology.
- Made comments regarding preaching and speaking his mind.

Mayor Tedford inquired if there were any further comments.

No further comments were noted.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Presentation of the Churchill County Behavioral Health and Suicide Prevention Plan 2024 by Jennifer McClendon from Turning Point, Inc.

Shannon Ernst, Churchill County Social Services Director and Public Guardian, addressed the Council. I want to provide an overview of how we came about developing our behavioral health and suicide plan. It was back in January 2024; I was at an event and Dr. Mandie Hammer approached me. We had a very in-depth conversation about the increase of suicide ideations that we are seeing in our adult and youth population. At that point, we found it a priority to develop a plan in how we can increase services and strategies to assist our community. We reached out to the State of Nevada, and they were able to provide us with funding, with a match with Churchill County and the School District. This brought us to move forward with a contract with Moving Forward, Inc. Today, Jennifer McClendon is going to provide you with all the work that has been done since March of last year and present the plan that you have before you.

Jennifer McClendon with Turning Point, Inc. addressed the Council. We have been working with Churchill County from March through December of 2024, which resulted in a plan for addressing some of the behavioral health issues that are here in the community. We were brought in, as Ms. Ernst was saying, because there is this recent impact of suicide in the schools and communities. We also found, early on, that behavioral health is having a significant impact on the court system, and with Law Enforcement, it is just taking a really heavy toll, in terms of resources of people, time, and energy through our people that are circling back through these systems, multiple times. So, there is just some thought and concern about how we can address this situation and give people access to the care that they need. So, Turning Point came in, and in March, we started talking to as many people as we could get information from. So, we did in-depth interviews with the community leaders. We did focus groups with people who are receiving services in the community, we did focus groups with people that are delivering services in the community, and we also did three large open-invitation community convenings, where anyone could come and sort of have a say of what this process could look like, and what it should look like for the community. What we found was that there were several strengths and weaknesses, as there always are in communities, and one of the great things that was such a pleasure to find is how strong

the relationships are between people that are leading and managing the organizations in Churchill County that are trying to address this issue. Even as we heard earlier, just the partnership between the County and the School District is strong, we had Tribal Health in the room, we had Fallon PD, the Sheriff's Office. Many people were coming together. Religious organizations were there to address this concern and talk about what needed to happen. That dedicated leadership really made a difference. There are also some new initiatives that are happening in the schools. We have Gabby Stone as our FAST Case Worker, in the jails. So, there are lots of new ideas and new programming that is here to make a difference. However, there are also some challenges, as we all know. One of the ones that came up, over and over again, is the shortage of mental health professionals. Specifically, licensed clinical Social Workers and Psychiatrists. There are just not enough people to provide the care for the level of need that there is, in this community. People have to go outside of the community, to find care that's particularly difficult for those who have limited economic resources and who are involved with the justice system. Transportation is a barrier. There are gaps in crisis response, and follow-up care services. So, we have a lot of good services to try to get people access to care, when they need it. When there is a crisis, the community comes together, in really meaningful and profound ways, but then after the crisis is over there is kind of a gap in how we sort of help each other create a system for moving forward. How do we work together to try to heal, put some prevention efforts in place? There is a tendency to kind of want to quickly move on, which can be both good and bad, but there is the gap there in services and in sort of a procedure for moving forward. We also found that there was a need for better coordination between agencies, despite the fact that all of the leaders of these community agencies have each other's cell phone numbers, and call each other, and have good communication. There is not any really strong standard policy, or procedure, for exactly how this collaboration should look. What should it look like? Who we should call, in case of an emergency? Who needs to be notified? How should that notification go? How should we prioritize the communication pattern, in times of a crisis? Housing was a concern that came up over and over again, both as a precursor to mental health problems. If you don't have a safe and stable place to live, it is very hard to feel safe and stable, in your own mind. Also, as something that is difficult for folks who are immediately involved with mental health systems, justice-involved, and they get released, back out on their own with nowhere to go because housing is so expensive. They end up going back into a community and a situation where people are abusing substances. Where people are also unwell, in terms of their mental health, and so it creates this cycle, where it is hard to stay well when you are going back into the situation that makes them unwell in the first place. That is, in part, that there is not a lot of housing opportunities for people to maintain independence from those systems that they are part of. So, when we came together, in our large groups, we kind of presented, you know, here is the state of things, as we see them. We need to develop a plan, as a community. Together, these groups of people, we had about 25-30 people that came to each of these meetings. They came up with three priorities that they thought were important for the County and the City to focus on, over the next 3-5 years. So, those three priorities were number 1. Agency Collaboration and Resource Mapping. So, figuring out what do we actually have in town, what is working, how people can access what is working, how do we create sort of a roadmap, so that people can find what they need. So, that the services that we have in town are actually being used, and are accessible to the folks who live here. Number 2. To Promote Open Communication around Mental Health. This was a very broad priority. Not just like we need to start talking about mental health, but that we need to start addressing things as a community. There was

also an underlying factor, of, people feel better when they feel like they are a member of a community that is rich and vibrant. They talked about meaningful things like, the Christmas Tree Lighting every year. They want more community events, more times and opportunities for people to feel like they belong, like they are a part of this community. They think that this will help strengthen health, across the board, and have a sense of belonging that will help to be preventative towards mental health problems, down the road. Number 3. To Create a Fully Resourced System to meet Community Needs. So, priority 3 is really all about, how do we leverage every single resource that we have access to? Can we figure out what is available from the State? Can we figure out what's happening statewide, what are the initiatives that we become a part of? How do we get on what is already happening, as opposed to trying to reinvent the wheel in our own community? Which can be really pricey. So, how do we find the resources, how do we find the services, and how do we bring those in? A big part of that priority, moving forward, is figuring out what are the number 1 and number 2 issues that we really want to try to leverage these resources around. Is it going to be housing? Is it going to be creating a pipeline for mental health workers, like LCSW's and psychiatrists? So, each of these priorities has now an action group attached to it, with a list of people. Each priority action group met once before the end of the calendar year, last year, with a kickoff, to get them started. Each group is set to meet every month, approximately, in 2025. If you are interested in joining any of these priority groups, we would love to have you. You can let us know. These priority groups have a pretty clear agenda of what they are going to accomplish in 2025, what their goals are, and how they are going to move forward. We are excited about that and feel like it has some legs, some traction, for moving forward. That work will not be happening under the umbrella of Turning Point. We are done; our contract is over. So, we are excited to hand this back over to the community to move forward, but we are of course available for assistance, as needed. This has been an incredible project to work on. It has been a real honor to work with people who are so incredibly dedicated to this community, to the work that they do, and to the neighbors that they serve. Many of those organizations are referenced on the last slide provided. I would be happy to answer any questions.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost inquired on who the key contact will be, now that it will be handed back over to the community.

Jennifer McClendon stated that it would be turned over to the Regional Behavioral Task Force, which Gabby Stone is chair of.

Mayor Tedford inquired if Ms. McClendon believed that providers would be the number one priority, or if housing was the number one priority.

Shannon Ernst stated that providers are a concern. This is something that we have dealt with in our rural community, such as ours, for years. So, one of the things is I am actually working on priority Group 3. It is building more resources for our community. How can we afford that, and how can we work with the State? So, we were offered a great opportunity, at the Wellness Center at the Life Center. We have a room there that was not being utilized, and we were approached by Silver Summit, to build a Hub, by Silver Summit for telehealth. We will actually be cutting the ribbon, for the new center, on March 5, at 10:00 a.m., tentatively. You will all be invited. It is getting that access, and as I was building this telehealth center, it also showed that we don't have psychiatrists, especially forensic psychiatrists here. I was linked to Sugi Psychiatry, out of Reno, Carson, and they just opened a location in Fernley. I reached out to them and asked why they didn't come to

Fallon. They said that they just couldn't find space. They couldn't find where we were receiving referrals from that area. So, one of the things, their mission is to reduce individuals from going to the hospital, which I am sure Banner will appreciate, and really dealing with the crisis at hand, in front of them. They have decided that they will be coming to the Wellness Center, at the Life Center, the 4th Wednesday, of every month, starting February 26th. They will be there from 2:00 p.m. – 5:00 p.m. One of the great things about them, is that they are willing to come here more once they build a cliental, but also they can be accessed through a walk-in, through telehealth. So, through our new telehealth system we will have somebody that is dedicated to coming in, and you need telehealth services, you could actually pick the button for your provider. So, they will have a button that goes directly to them. So, these are some of the resources we are looking to show that we have the need. How do we bring more providers here because we have that need? Lastly, I wanted to point out, I handed out flash drives. Every legislative year, the Nevada Association of Human Service Administrators builds a legislative guide. It really talks about what we are doing in the rural areas, what our priority needs within the rural areas are, and statewide. It goes out to all of our new Legislators, and then we take it to Capitol Hill. I will be there in the last week in February. This year, we had so much going on. We released our opioid response plan. We had this behavioral health suicide prevention plan. We also have our Point-in-Time Homeless Count for all the different areas. These are all loaded on the drive. So, they are very valuable if you are looking for data, looking at what our priorities are, our working groups, all these are here and also located on our website. This is just kind of one step forward. I know that the groups are meeting, and Gabby is doing a great job of coordinating this from our office. She is our Behavioral Health Case Worker. I want to thank everyone that came and worked, over the last 8 months, on this, it is great depth, as you see the whole plan.

Mayor Tedford wanted to touch more on the Silver Summit. What are the age groups they will see on the 4th Wednesday?

Shannon Ernst stated they would see all age groups and take all insurances. We have intake packets, and actually just received them last night. So, if someone wanted to get started sooner, and didn't want to call, our office can help link, and start the intake packet, so that they have time to sit down with our representative.

Mayor Tedford inquired if he could receive all this information in a packet. On many occasions, I sit down with folks that need some kind of mental health help. Many times, it is a young age group, and on up, that need this, and there are not a lot of referrals, as you know, locally.

Shannon Ernst stated she would provide the information. We are building flyers with, not only Silver Summit, but with Sugi, so we can get the word out, and the media. This was received last night, at 5:30 p.m. I have some brochures and things I will leave with you, but we will be getting more information out. This is our goal. We have a great resource at Banner Churchill. We have New Frontier Behavioral Health Center, but some individuals don't feel comfortable going to a local agency because they don't want others to know. It is that perception. How will this be perceived? So, this is an outside resource that we are bringing in. You can do it from the comfort of your home if you don't want to access an office. Some do not agree with telehealth, so we want to have that access for all types.

Mayor Tedford commented about the PD hardly going one day without dealing with mental health calls.

Councilwoman Frost stated that she had a question regarding the process. If someone

needs these resources, they receive a packet from Social Services from you?

Shannon Ernst stated that they can get the information from her or access Sugi directly. They can walk-in to any of the Sugi locations. I was speaking to the owner of Sugi, the Dr. He said, 'my biggest thing is, if someone needs help now, I am going to take a walk-in.' So, my clients understand that if they were in that same situation, possibly before. So, they might be a few minutes late. Someone was telling me about a case that he just accepted, that day. He said, 'I will see this person twice a day, until I know that they are comfortable and we get them seen on a regular basis.' They can come to us; they can go directly to Sugi. That's what we will be putting out.

Councilwoman Frost inquired if PD, the Sheriff's Department, and Banner will be able to direct them to the correct people.

Shannon Ernst stated that they brought her a whole box of flyers and information last night. We will be helping get those distributed to all of the agencies.

Councilwoman Kent asked for clarification. Sugi will be going to the William Pennington Life Center the 4th Wednesday, of every month? What is the facility that will be having the ribbon cutting?

Shannon Ernst stated that they are partnering with Silver Summit Health Care. They approached us and have been building telehealth centers across rural Nevada. So, what they do is provide the equipment and the process so you can have the center. That will be open, as long as the Life Center is open. You can call and make an appointment when your Dr.'s appointment is going to take place. So, say you have a regular check-up that is in Reno, but transportation is a challenge. A lot of doctors will approve for you to do it via telehealth. So, they can make an appointment to come in and use the telehealth center and we will have someone that can help link them to that appointment. So, the facility for the ribbon cutting, is called, The Hub by Silver Summit, at the William N. Pennington Center. One of the goals is when we took over operations at the Life Center, it was really to build every resource possible for the community. There is a Wellness Center there that was not being accessed. Now you have Central Nevada Health District coming in. We partner with New Frontier Behavioral Health Center to do grief and loss counseling there once a month, and groups there. So, we want to build that Hub as much as possible. We will be sending out invitations for the ribbon cutting.

Councilwoman Frost stated that she is aware this service, of being able to access mental health care, has been lacking in the community. Thank you.

Shannon Ernst stated that they have done a lot of work. We have faith-based community, we had other community members, and many different agencies dedicated. The ones that have come forward signing up for these priority groups has been exciting, and we hope to see more join. Thank you.

Mayor Tedford thanked Shannon and Jennifer. Are there any further questions or comments from the Council or the public?

Geoff Knell of 261 Serpa Placed addressed the Council. I would like to make a comment. Looks good on the surface. But I read this, uh, in 1963, it is called the Communist Goals. Ya' see communism wants to bring in the ideology...solely creep things to make it look good. But a long one is about total control.

- Read excerpts from a book he stated was called Communist Goals.
- Made comments regarding children and different media outlets.
- Made comments stating that this would take over the children.

Mayor Tedford inquired if there were any further comments or questions from the Council or public.

No further comments were noted.

Report on efforts to establish a University of Nevada, Reno Rural Family Medicine Program at Banner Community Hospital.

Dr. Tedd McDonald greeted the Council. Thank you for allowing us to be here today and report the community efforts to have a Rural Medicine Residency Program in Churchill County and Fallon. With me, today, is Dr. Amy McGaha, and Robb Carnahan, CEO with Banner Hospital. I am going to give a quick background and let Dr. McGaha continue with current efforts. The reason why I am here is because I am the old guy. I have been here long enough, where I have seen the efforts that have occurred in Churchill County and in Fallon to bring more medical resources into the community, primarily, Primary Care Providers. Back in 2008, we came very close to having a residency program, we were just short of having the first residents come in. 2008 hit and it was considered not to be financially stable, at that time. In 2014, Banner Hospital approached the University of Nevada School of Medicine and asked for consideration of having a residency program. At that time, it was determined that the million dollars that it would cost to initiate the program, again, was going to be a burden. My notes go back to 2022, after a community evaluation of needs, it was once again determined there was a lack of Primary Care Providers. At that time, I was the County Health Officer, and I had members of the Board approach me and ask me the history and why we don't have a program here. Moving along, Mayor Tedford has also been very interested in this and supportive in the process. So, I had the opportunity to reach out to a lot of the players that were available for the other programs, and they were definitely still on board. Some things have changed in the world now. There is more grant funding available because of the national crisis of a lack of Primary Care Providers in small rural areas. It just turned out that things started slowly and now have cascaded to the point where we have had an evaluation of the community, called the Green Evaluation by experts from Utah. What they found is the soil here is fertile. There is enough need to have a residency program and it can be financially successful, over time. In November of last year, we had a review by a consulting group looking at the resources that are available in the hospital, in the community for places to put people, like exam rooms. Do we have people that are available to serve as proctors and teachers? At that point, we were given the advice to move forward to it. So, we are now at point, after 18 years, where a lot of things are in alignment and it has been a program that has a lot more together with the research, background checking, and making sure that we have committed players at the table. It is one of the first times, I am happy to say, that we have a great working relationship with the players. Banner Health is onboard, both on their clinic side/hospital side. The University of Nevada School of Medicine in 2014, they formed a coalition with Renown Hospital, Renown Incorporated, and they are working with us in this program too, in the overall growth of bringing primary care residents to small rural areas. At this point, everyone can see the benefit of not only this happening to be a good thing for Fallon/Churchill County, but also for other rural areas. So, with that long history I will turn things over to Dr. McGaha.

Dr. Amy McGaha greeted the Council. I have handouts for you today. I am a family physician, and I am happy to be here to talk to you about the Rural Family Medicine Residency Development. One of the first things that I did want to share with you, as you kind of think of what this could mean for the community, is that when rural health is looked at in terms of what is the contribution of a family physician into a community. A family

physician that is practicing in a community where there is also a hospital associated, brings in about 23 jobs and 1.7 million dollars into the community, in terms of additional workforce and just the activities that are stabilizing of the community. So, it is really a privilege to be able to talk to you about this. Just to give you a little bit of landscape of what this would look like. So, after undergraduate education, then a student will go into medical school and have four years of training in medical school. And then, in their last year they choose their specialty; family medicine, obstetrics, gynecology, or whatever they choose. Then they go into that program. For family medicine training, that is a three-year training program. At the end of that three-year residency program, you're eligible to be Board Certified in that specialty. Rural family medicine tracks, what they look like, you could do it in a couple of different ways, but the way we are planning to do it here, and proposed to do it, is that they would spend the first year in Reno, as part of the integrated family medicine residency. We have a family medicine residency at UNR, it's been present for about 30-years. So, they would still do their first year in Reno. Then they would transfer here and complete the last 2 years of their training in the Fallon Clinic and the Fallon Hospital. The reason is that this is really important, and I am a family physician and have been together for more than 20 years, the purpose of those last two years is that they develop continuity relationships with their patients. So, they actually establish with a panel of patients that they care for the rest of their training. One of the people we are missing, who is very important today, Gerald Ackerman, who is the Associate Dean for Rural Programs and the Director of the Office of Rural Health for the State. When we look at the workforce for the State of Nevada, if a student graduates from the Medical School, they have a 40% chance of staying in the State of Nevada. If they graduate from one of our Residency Programs, not just primary care, but any of our residency programs, they are 60% likely to stay in the state. If they do both, they are medical students from UNR, and they stay in a UNR Residency Program, they are 80% likely to stay in the state. Currently, about 20% of the physicians practicing in the State of Nevada trained at UNR. So, we do think this will give you a good opportunity to have the seeds grow together, as Dr. McDonald said, very fertile ground. I really want to come to you, to let you know that this is going on and give you a little bit of the scope of the timeline. So, now that we have had the assessments of this work, we have assembled a steering committee. I am grateful to the Mayor, for sitting on that steering committee of experts that are going to be looking at everything from the credentialing via accreditation process we have to go through. The funding process, the material needed, so all of that comes together. So, we have established our steering committee, and we are now working to get everyone going. If everything goes, as we hope, our first residents would match into this program and start in July of 2026, in Reno, and be in Fallon in July of 2027. So, that is the plan. I would like to introduce the Dean of the Medical School, Dr. Paul Hauptman. When he hired me a year ago, this was the number one thing that Dean Hauptman put on my book of work.

Dr. Dean Hauptman thanked Dr. McGaha and greeted the Council. We are really focused on rural outreach at UNR. This is something we recognize and require to meet our vision of a healthy Nevada. We previously had rural track in Elko and when I first arrived, I was told that it was failing, and in fact it ended up being a financial problem, a hospital withdrawing support and we couldn't sustain the program. At that time, I realized, we really needed to establish a program we could sustain in a community closer to Reno, so our residents could go back and forth. We are just delighted to have this opportunity now, and we are getting closer every day, to its reality. There are a number of elements that need to fall into place. I think that community support is key. Our residents will be housed here, they will be part of the community here, and I think that is part of the message. We are

really enthusiastic about this, it is really an important initiative. Part of our strategic plan that we launched last year for 2024-2029. Thank you for the opportunity.

Dr. McGaha stated that one more key person is Mr. Robb Carnahan from Banner Churchill.

Robb Carnahan, CEO of Banner Churchill, greeted the Council. This has been a long journey, but I think it is a very thankful journey. Shannon, as you were talking about mental health, the key is access to care and the ability to bring providers into our community to take care of all of us. Everyone in this room needs that care. I have been the CEO now, going on 8 years, and I tell you, access to care has been one of our thorns in our sides. We have had positions opened in our clinics for five years, or more, for these positions, just because there is such a limit out there. I think a program like this is really creating that pipeline. We do other things at the Hospital too. We are sponsoring a CNA program with TMCC, we also house nurse externs to make sure we keep them in our community. We don't want them to go out and work in Reno or Carson, we want them to come here because our community needs that. A lot of times if you grab them at the beginning, like this, they stay in our community. I think with physicians, it's really the same thing. I think we are ranked 45th per capita, in the Country, for Nevada, for physicians for family practice. It is a big deal for us, and I think this is another one of those things to really help with the pipeline, for our community.

Dr. McGaha stated that she had one more thing to add. The most important slide is the last slide, which has my contact information. So, it has my email and my personal cell phone, so please feel free to contact me.

Mayor Tedford thanked everyone. Are there any questions or comments from the Council or the public?

Councilwoman Frost inquired on the number of residents that would be here in Fallon.

Dr. McGaha stated that they are planning for two residents per year. So, when the program is staffed, then you will have four residents at a time, in Fallon.

Councilwoman Frost inquired if all the residents would be coming from UNR.

Dr. McGaha confirmed. This is technically a tied-together program. It will have its own accreditation number, but it is tied to the UNR program. One of the things that I think is really important here, is Dr. Rich Williams, who is the Residency Program Director for the Core Family Medicine Program in Reno, he has been Program Director for a dozen or so years. All of the things that we have to look at, of how many patients over the age of 65 is a resident required to see, how many children under the age of 10, how many deliveries, all these sorts of things Dr. Williams will be helping us with. What has really made this a true, successful opportunity now is that you have some great family physicians here who are willing to teach this because we can't teach it from Reno. We can support, and we will but you really want physicians, who are in the community, as the faculty.

Mayor Tedford stated that it was a good point to mention. The current staff are going to have to teach and mentor those residents.

Councilwoman Frost inquired on the number of students that enter the medical program each year. I know that it is capped, at a certain number, and I am wondering if UNR has any plans to expand the medical school and program.

Paul Hauptman stated that they accept 70 students a year. Our total class size is 280. There are also 24-25 PA students in a 26-month program, so at any given time we have about 48 PA students, many of whom practice in the rural setting. Right now, we do not have plans to increase class size. Part of that is related to some limitations in clinical

rotations, in Reno, itself, and we are working on that. As you just heard, the statistics really suggest that if you build residency programs, that is how you are going to retain physicians, going forward. So, our first goal is to expand that. We are planning, in Reno, to launch an OBGYN Residency Program in 2026 and an Addiction Medicine Fellowship in 2026, plus this Rural Track. So, we think retention, first and foremost, is about post-graduate medical education.

Councilwoman Frost stated that she is excited about this program. This is something that has been needed in our community. I know that I have struggled, personally, trying to find a family provider for myself and my family. Thank you everyone for all the work, and I am excited to see what becomes of it.

Dr. McGaha thanked Councilwoman Frost. This will be made possible because of the support and collaboration of the community. Thank you so much.

Councilman Harmon stated that he echoes Councilwoman's comments of the importance of the program. I think this program is fantastic and it was mentioned that the residents would be housed in Fallon. I am a huge supporter of that, as you know, it is a pretty easy drive from Reno to Fallon. We have people that work in Reno and live in Fallon. I think that they need to be housed, and required to be housed, here. So, like you said before, they can get engrained in the community and that will help them possibly stay after graduating. I just wanted to be sure that was an actual requirement to be housed in Fallon, not just an option.

Dr. McGaha stated that she cannot mandate where people live but can require to be available to the hospital within 15 minutes. Yes, you are absolutely right, because they will be taking care of patients during their pregnancy and being required to be at the Hospital for their delivery, and those sorts of things, they do have to be immediately available. So, yes, they have to have housing here. That is one of the biggest challenges, and I have shared the report from the consultant. I have to say that the consultant that we had in November, a lot of time you get who are consultants, she is a family physician, who has created graduate medical education programs, rural programs. So, she really knows, boots on the ground, what she is talking about. That is one of the biggest charges she put to the Steering Committee, was that you need to make sure we have affordable housing for these residents.

Councilman Harmon inquired if Fallon was the only town being looked at for this residency and reiterated that Elko was one in the past.

Dr. McGaha stated that was correct. To be honest, I would love to have rural tracks at a number of other locations, but I am only working on one thing, right now. Because of the community's support, the support from the hospital...I also could mention too, that Mr. Carnahan mentioned to me that their leadership came from sort of Banner General, to come and tour a number of different sites. One of the physicians, Dr. Jeff Bacon, actually created a rural residency program in Colorado. So, we have some sort of support from above, support from below, support from the sides. So, I really do think that this is a great place. I do a lot, again, my boss is here, but I don't think I could do more than one at a time.

Mayor Tedford stated we should add that we are members of Central Nevada Health District. We are committed to improving health in those four counties we are in. We have to think like a state. This is immense work to get this going in just one hospital. I think from the University's standpoint, they need to get this running in other rural areas after they get Fallon going. This is such a great program to establish doctors in the other 14-15 counties, or whoever we call rural now a days. We also have to look at how we handle Mineral, Eureka, and Pershing, as well as Churchill County. Not that you set up residency programs there, but we somehow use this to improve their healthcare there. Most people

know that I have been involved in hospital boards since the early 1980's, and have been working on improving doctors here, ever since. When I brought this up to Central Nevada Health District, they all seemed quiet about their need for doctors. They didn't seem as worried about it, as we were here, or as proactive, I guess. So, maybe they all have their problem solved, I don't know. I am not trying to speak for the University, but I do think that there are a whole lot of other counties that need to be served, other than just Churchill County. This is going to take 3 years, just to get it here. So, it is an immense job just to get it started in one hospital.

Paul Hauptman stated that the Mayor makes a good point. I believe one of the Senators is a co-sponsor in Washington, attempting to get more federal money. She wants to set aside about 25% of that for rural residencies. Unfortunately, there hasn't been any meaningful increase in federal support since 1996, for residency programs. So, Dr. Mark Kahn who is the Dean of the Kirk Kerkorian School of Medicine at the University of Nevada Las Vegas, and I have been to the State House multiple times, and we are planning on going this Legislative session. We have also met with the Governor, one-on-one, to encourage him to increase State support for GME, and the Governor has talked about doubling the budget for GME. We agree with you completely. We really need to grow this and we are very hopeful we can get this launched, and this could be a model program for the rest of the State.

Mayor Tedford stated that this program may be something they could pattern after, once this one is complete. I think model is a good term to use. That is why this one has to be done right. Thank you. Are there any further comments or questions from the Council or the public?

Geoff Knell of 261 Serpa Place addressed the Council. I looked up Turning Point, and different websites there. A bunch of progressives.

- Made comments regarding preaching at UNR.
- Made comments regarding the ideology and philosophy of UNR.
- Made comments regarding having oversight for this program.
- Made comments regarding students and atheism.
- Made comments regarding former Governor Brian Sandoval and supporting the LGBTQ community.
- Made comments regarding smiles on people's faces.
- Made comments regarding meat.
- Made comments regarding Washoe County being wicked.
- Made comments regarding sexual connotation in books for kids.
- Urged the Council to be careful when making decisions and having oversight of the program.
- Made comments regarding castration.
- Made comments regarding what the program will do.
- Urged people to think.

Mayor Tedford stated that his grandad graduated from the University of Reno in the early 1900's. Since then, I believe that his descendants now have graduated from there and that number is somewhere over 40. His children, grandchildren, great grandchildren, and great great grandchildren, from that institution, including myself, 3 of my 4 kids, and 3 of my 4 siblings. We haven't subscribed to any of the things you are worried about. You may or may not trust me, but I am in the middle of this thing. So, if you ask about oversight, I will see what is going on. I don't see the harm of what you are concerned about. It is good for our community. This was only a presentation today, nobody is voting on anything.

Consideration and possible action to approve a zoning change at 210, 220, 230, 250-252, 270, and 298 South Taylor Street from R-2 Limited Multiple Residence District to the proposed C-1 Limited Commercial District.

City Engineer Derek Zimney stated that the notice of this public hearing was duly published in the Fallon Post on January 10, 2025. A public hearing was held on January 21, 2025. Letters were also sent out to property owners whose property is located within 300 feet of the proposed change. The properties proposed to change all have frontage on U.S. Highway 95, and the intent of the proposed change is to rezone these properties to a zone that better represents the characteristics of the area, and their current future use. At this point, I have received no public comments, letters, or phone calls. We did discuss this, in depth, at the last meeting, but I am happy to answer any questions.

Mayor Tedford reiterated that there were no comments, letters, or calls from the surrounding area.

City Engineer Derek Zimney confirmed that there has been no form of communication from the surrounding areas.

Councilman Harmon inquired why 445 Center Street was not included in the zoning change but included in the block.

City Engineer Derek Zimney stated that it does not front Taylor Street and does not have Highway access. If they had contacted me and requested it, we could have looked at it. It is kind of an oddball, in between, and as it is being currently used, as a residential home, myself and the development group, did not see a purpose to include it, at this point. If circumstances change, we could readdress that one.

Mayor Tedford inquired whether there were any further questions from the Council or the public.

Councilwoman Kent motioned to approve a zoning change at 210, 220, 230, 250-252, 270, and 298 South Talyor Street from R-2 Limited Multiple Residence District to the proposed C-1 Limited Commercial District; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

No further comments were noted.

Fallon Police Department Monthly Report for October 2024.

Captain Daniel Babiarz presented the October monthly report. The report will compare the 2023 crime, traffic stops, and traffic accident statistics to October 2024. Total calls-for-service this month were 765.

- Crime Summary: 2 total Domestic Batteries; 3 Battery.
- Theft Calls: 12 total thefts for various items.
- Arrest Summary: 30 total arrests.
- Moving Citations/Traffic Warnings: 110 traffic stops were made; 22 issued citations.
- Public/Private Property Accidents: 22 total accidents.
- Animal Shelter Services: Total – 118; Churchill County – 53; City – 63; Fallon Paiute Shoshone Tribe – 2.
- Volunteers in Police Services: 116 Contributed hours.
- Various training courses were provided for sworn-in and non-sworn-in officers.
- 0 requests were made through the Citizen Assistance Program.

- Police officers participated in several various public relations events.
- Citizen Surveys were all positive.

Mayor Tedford inquired if there were any comments or questions.

No comments were noted.

Public Comments

Mayor Tedford inquired if there were any public comments.

Geoff Knell of 261 Serpa Place greeted the Council.

- Stated he is turning 67 this year and has been around the world and has seen some things.
- Made comments regarding different cultures he has seen.
- Made comments regarding President Trump being in office.
- Made comments regarding running for Mayor and Council and being defeated each time.
- Made comments regarding his jokes and people being grumpy and not laughing at them.
- Made comments regarding getting flipped off.
- Made comments regarding his preaching incidents.
- Made comments regarding repeating himself.
- Referenced Galatians 6 and Colossians 4.
- Made comments regarding the LGBTQ community.
- Made comments regarding it being a new year and encouraged people to be in the Word of God.
- Made comments regarding asteroids and being prepared.

Mayor Tedford inquired if there were any further comments.

No further comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 10:06 a.m.

Mayor Tedford

Attest: _____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
February 18, 2025**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Chief of Staff Bob Erickson
City Clerk Treasurer Michael O'Neill
Deputy City Attorney Trent deBraga
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Chief Ron Wenger
City Engineer Derek Zimney
Director of Tourism Jane Moon

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford asked everyone to remain standing for a moment of silence in honor of Don Mello and Mike McGinness. Don Mello just recently passed away and was a big part of our community as well as Senator Mike McGinness, who also passed away.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Mayor Tedford stated that Councilman Harmon is out-of-town and would be absent for the meeting.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item

upon which action will be taken.
No comments were noted.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Frost motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

Consideration of an application by Whytnee Fain for an on-premises drinking establishment liquor license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road.

Deputy Clerk Elsie Lee Stated Whytnee Fain, owner of Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering has made an application for a drinking establishment liquor license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only. The application has been reviewed by Chief Ron Wenger, Chief of Staff Bob Erickson, City Engineer Derek Zimney, Deputy City Attorney Trent deBraga, and Deputy Clerk Elsie Lee and has been recommended for approval.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost inquired if there would be food served as well.

Whytnee Fain stated that it would be similar to a one-stop-shop. We are only open for special, private events, and we will do in-house catering, and have a full bar.

Mayor Tedford inquired if there were any further questions or comments from the Council or the public.

No further comments were noted.

Councilwoman Frost motioned to approve the application by Whytnee Fain for an on-premises drinking establishment liquor license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

Consideration of an application by Whytnee Fain for a cabaret license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road.

Deputy Clerk Elsie Lee Stated Whytnee Fain, owner of Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering has made an application for a cabaret license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road. A cabaret license is a privileged license that allows the licensee to provide live entertainment or dancing at the establishment. The

application has been reviewed by Chief Ron Wenger, Chief of Staff Bob Erickson, City Engineer Derek Zimney, Deputy City Attorney Trent deBraga, and Deputy Clerk Elsie Lee and has been recommended for approval.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

No comments were noted.

Councilwoman Kent motioned to approve the application by Whytnee Fain for cabaret license for Grey Area Productions dba: The Venue Troys Double Shot Event Bar & Catering to be located at 111 S Allen Road; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Consideration and possible action to determine the fair market value of the real property located at 1050 W Williams Ave., Fallon, Nevada, further identified by Churchill County Assessor's Parcel No. 001-191-07, at \$40,000.

Deputy City Attorney Trent deBraga stated the City of Fallon owns the real property located at 1050 W Williams Ave, further identified by Churchill County Assessor's Parcel No. 001-191-07. Pursuant to NRS 268.059(1)(A), if the governing body holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling it. Cindy Fogel with JOHNSON|PERKINS|GRIFFIN was chosen as the qualified appraiser of 1050 W Williams Ave and determined the fair market value as of January 22, 2025, to be \$40,000. Ms. Fogel's qualifications, disclosure statement, as well as the appraisal are attached to this agenda item. JOHNSON|PERKINS|GRIFFIN was chosen as the qualified appraiser because it previously conducted the appraisal of 1050 W Williams Avenue in November 2022 prior to the City purchasing it.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

No comments were noted.

Councilwoman Kent motioned to approve the fair market value of the real property located at 1050 W Williams Ave., Fallon, Nevada, further identified by Churchill County Assessor's Parcel No. 001-191-07, at \$40,000; seconded by Councilwoman Frost and approved with a 2-0 vote by the Council.

Consideration and possible action to adopt Resolution 25-02-01, a resolution finding it in the best interest of the public to sell the City's real property located at 1050 W Williams Ave., Fallon, Nevada, further identified by Churchill County Assessor's Parcel No. 001-191-07, for redevelopment purposes without first offering the property to the public.

Deputy City Attorney Trent deBraga stated Nevada Revised Statute 268.063 authorizes the governing body to sell real property for the purposes of redevelopment. Before a governing body may sell real property for redevelopment purposes the governing body must first obtain an appraisal on the real property and adopt a resolution finding that it is in the best interest of the public to sell the property without offering the property to the public. On June 29, 2023, the City Council entered into a purchase and sale agreement to acquire 1050 W Williams Ave as part of the City's redevelopment plans for north Whitaker commercial block of Williams Avenue. If adopted Resolution 25-02-01 would allow the

City to sell its real property located at 1050 W Williams Ave without having to offer it to the public. The Resolution is included in the agenda packet. Any contract for the purchase of this property would need to be approved by the City Council at a future City Council meeting.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost asked for clarification that the building, located on the property, was dilapidated and run-down.

Deputy City Attorney Trent deBraga agreed. I would consider it blite.

Mayor Tedford stated that there were no artifacts left in the building. The museum asked for the items inside the building, but there was nothing left of value. Any further questions or comments from the Council or the public?

No further comments were noted.

Councilwoman Frost motioned to adopt Resolution 25-02-01, a resolution finding it in the best interest of the public to sell the City's real property located at 1050 W Williams Ave., Fallon, Nevada, further identified by Churchill County Assessor's Parcel No. 001-191-07, for redevelopment purposes without first offering the property to the public; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

Consideration and possible action to transfer Stockman's Casino's, a Nevada corporation nonrestricted license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B).

Deputy City Attorney Trent deBraga stated Stockman's Casino, a Nevada corporation ("Stockman's"), has made an application to Chief Ron Wenger requesting a transfer of its unrestricted gaming license to Clarity Game Opco LLC, a Nevada limited liability company. Stockman's operates the casino commonly known as Stockman's Casino located at 1560 W Williams Avenue, Fallon, Nevada. Stockman's is currently under contract to sell its casino assets to Clarity Game Opco, LLC and is making the request to transfer its unrestricted gaming license to Clarity Game Opco, LLC pursuant to Fallon Municipal Code 5.52.060(B). Pursuant to Fallon Municipal Code 5.52.060(B), no restricted or unrestricted gaming license granted under the provisions of Fallon Municipal Code 5.52 may be transferred by the licensee to any other person except upon application made to the Chief of Police of the City of Fallon, and which application must be approved by a majority vote of the City Council, who shall have the power and authority to grant the transfer or deny the request and require that a new and original application be made by the proposed transferee. Stockman's request to transfer its nonrestricted gaming license pursuant to Fallon Municipal Code 5.52.060(B) is being made in light of Fallon Municipal Code Section 5.52.040(A) which provides that "No City of Fallon nonrestricted gaming license shall be granted to or maintained by the holder of a nonrestricted gaming license issued by the State of Nevada, unless such licensee maintains, on the same premises which licensee holds a nonrestricted gaming license, no fewer than sixty guestrooms..." Fallon Municipal Code further provides an exception to this requirement for "any entity which holds a valid nonrestricted gaming license on the date the ordinance codified in this section becomes effective." As Clarity Game Opco LLC is expected to appear before the Nevada Gaming Commission in March or April 2025, City staff would recommend approval be conditioned upon Clarity Game Opco LLC receiving a non-restricted gaming license from the Nevada Gaming Commission. I believe we have representatives here, or I can I answer

any questions the Council might have.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Kent stated that she feels since Stockman's is grandfathered in with the 60-room requirement that with the transferring of the assets, we are acting in good faith of the code.

David Ross, with Clarity Opco LLC, greeted the Council. It is a honor to be in front of you here today. I am happy to answer any questions that you have. We are very excited. I have been in gaming since 1985. I have had privileged licenses for 30-some-odd jurisdictions, 35 across the United States and Canada, this is my home, Nevada is my home. I am honored to be, hopefully, doing business subject to your approval, in Fallon. Also, the Nevada and Gaming Control Board Commission, I think I have been there 20 times. My business partner, who is unable to be here today, is third generation gaming operator, and family Gaughan, Jackie Gaughan, Michael Gaughan, and now my partner is Michael Gaughan the III. Again, I think, subject to your approval, I think the biggest thing that we can tell you today is all of the employees are coming over except for the General Managers, Cindy Carter and Dane Hansen, they will be staying with Full House Resorts. All the other employees will transfer out of Full House Resorts and into Clarity Game. That is part of how we do it, in terms of us wanting to build that family culture, that team culture. So, I'm happy to answer any questions specific to the transaction that I can address.

Mayor Tedford inquired if they would be going before the Nevada Gaming Commission in March or April.

Mr. Ross stated that he believed it was subject to this meeting approving them today. It is in the hands of the Chief Investigations for Nevada Gaming. I believe they are looking at March, and we would close April 1st. If for whatever reason, that date slips, we would be on the April agenda, and we would close May 1st. At this point, they are targeting us to get on the March agenda.

Mayor Tedford reiterated that it could be either on the March or April agenda.

Mr. Ross confirmed. They are trying to get us on the March agenda. I was just licensed in front of the Nevada Gaming Commission in September of last year so, it's really just Mike who has been licensed, and they are going to just do an update.

Councilwoman Kent inquired if Full House Resorts will still be involved with Stockman's after Clarity Game Opco takes over.

Mr. Ross stated that they would no longer be involved.

Mayor Tedford inquired if there were any further questions or comments from the Council or the public.

No further comments were noted.

Councilwoman Kent motioned to transfer Stockman's Casino's, a Nevada corporation nonrestricted license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B); the motion failed for a lack of a second.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.
No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:19 a.m.

Mayor Tedford

Attest:_____
Michael O'Neill, City Clerk-Treasurer

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
February 27, 2025**

The Honorable City Council met at a special meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
Deputy City Attorney Sean Rowe
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Deputy Public Works Erik Fain
Captain John Riley
Captain Daniel Babiarz
City Engineer Derek Zimney
Emergency Manager Steve Endacott

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford asked everyone to remain standing for a moment of silence in honor of Michael Mackedon, who was a dear friend and a part of this City for many years.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

No comments were noted.

Possible introduction of Bill No. 802: An Ordinance amending the City of Fallon Municipal Code, Title Five, Chapter 5.52, “Gaming Licenses,” by amending Section 5.52.040 by removing the no fewer than sixty guestrooms requirement before the issuance of a non-restricted gaming license and related exception provisions thereto; amending Section 5.52.050 to address the effect of discontinuation of non-restricted gaming for twenty-four months; amending Section 5.52.060 by removing the process that allows a restricted or non-restricted gaming license to be transferred by making an application to the Chief of Police and requiring the application to be approved by a majority vote of the City Council; amending other terms to create consistency throughout; and other matters properly related thereto. If introduced, a public hearing on the proposed ordinance will be set in the next agenda item and no further action can or will be taken at this meeting. At the public hearing, which will be properly noticed and advertised, the City Council will take comments and then consider possible adoption of the ordinance as introduced or amended.

Councilwoman Frost Introduced Bill No. 802.

Setting a public hearing date for Bill No. 802: An Ordinance amending the City of Fallon Municipal Code, Title Five, Chapter 5.52, “Gaming Licenses,” by amending Section 5.52.040 by removing the no fewer than sixty guestrooms requirement before the issuance of a non-restricted gaming license and related exception provisions thereto; amending Section 5.52.050 to address the effect of discontinuation of non-restricted gaming for twenty-four months; amending Section 5.52.060 by removing the process that allows a restricted or non-restricted gaming license to be transferred by making an application to the Chief of Police and requiring the application to be approved by a majority vote of the City Council; amending other terms to create consistency throughout; and other matters properly related thereto.

Mayor Tedford set the public hearing for March 12th, 2025, at 9:00 a.m.

Consideration and possible approval of the City of Fallon’s Annual Comprehensive Financial Report for the year ended June 30, 2024.

City Clerk Treasurer Michael O’Neill stated that included in the agenda packet is the City of Fallon’s Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024, which has been audited pursuant to NRS 354.624. This report is presented today, for the approval of the Council. The City’s Annual Comprehensive Financial Report and its accompanying audit is a combination of many hours of work, by many individuals. It is truly a team effort. I would like to recognize Deputy Clerk Elsie Lee, my predecessor Sean Richardson, and the staff of the Clerk’s office for the day-in and day-out work that they put into the fiscal process, supporting the City. I would like to thank the Audit Committee comprised of Councilwoman Karla Kent, City Attorney, the late Mike Mackedon, Deputy City Attorney Trent deBraga, and Chief of Staff Bob Erickson, who helped oversee the City’s financial reporting, internal controls, and risk management. In addition, I would like to recognize all of the appointed officials for leading their respective departments. This support encompasses the entire City and each department plays a pivotal role. Finally, I would like to thank Mayor Tedford and the Council for their fiscal leadership and decision making. The accounting firm, Eide Bailly, conducted the City’s

Annual Comprehensive Financial Report audit. Eide Bailly has overseen the City's annual audit for several years and has always provided a great deal of expertise and professionalism. It is always a pleasure working with Eide Bailly, especially the engagement partner, Teri Gage. Teri is here today, to present the audit report and answer any questions that you might have.

Teri Gage, Audit Partner for Eide Bailly, addressed the Council. We are going to present the audit ended June 30, 2024. We placed in front of you two items, bound financial statement, and there is a letter attached underneath. Most everything in the letter, as we go through the financial statements, we are going to be reviewing those required communications to the Council that are listed in that letter. So, the bound financial statements, we are going to start on page 8, which is the Independent Auditor's Report. I am happy to report that the City of Fallon has what we call, a clean audit opinion, for the year ended June 30, 2024. That is the highest level of assurance that you can receive on your financial statements. We state that your financial statements are fairly presented in all material respects for the year ended June 30, 2024. We do have one prior adjustment that changed the balances from the previous year, related to a software contract. On June 30, 2023, there was a new accounting standard to bring on software leases. Honestly, I think I have had several of our audit clients that, as you go through and you implement new standards, this one was very complex, and there was one software lease that didn't get included in last year's financial statements. So, it is included in the current year, and we will go through those numbers, in just a moment. Like I said, it happened on several entities, it was a very complex standard to implement. We are going to jump to page 23 and 24. This is your Statement of Net Position. It is very similar to a balance sheet that many of you are used to seeing. It starts off with assets, less liabilities equals your total net position for the City of Fallon. These statements, on page 23 and 24, combine all of your funds together, on a full accrual basis. So, you can see all of the governmental activities, and all of your business type activities, all in one column. The Council is responsible for 70.7 million dollars in net position. That is an increase of about 100,000 dollars from the previous fiscal year. We are going to just go over a couple of highlights. Your cash and investments went up about 3.9 million dollars. Of the total cash and investments 7.2 million is restricted for bonds, grants, deposits, and capital. Your unrestricted cash and investments went up about 150,000 dollars from the previous fiscal year. You had about 8.3 million dollars in capital asset additions, so lots of projects going on within the City, for that fiscal year. About 3 million dollars in street projects, you had projects at the park for the Splash Pad, pickleball courts, for about 1.1, 1.2 million. You had new equipment at the landfill. You had the electric meter project that you put into place this last fiscal year. So, lots of projects were going on. Significant estimates, included in these financial statements, you have 3 items that are significant estimates that are determined from third parties. The first one is your net pension liability. So, that is the liability for PERS. That liability, in total, is about 14.5 million dollars. The prior year was 13.2 million dollars. So, it went up about 1.3 million dollars. You have a proportionate share of the entire state's liability for PERS, and your percentage is 0.00952%. So, this liability is based on actual actuarial valuation. It is always a year behind, so it is based on June 30, 2023, and PERS updated evaluations, each year. All of the entities in Nevada include them in their Audit Reports. You also have another estimate, it is called, Other Post Employment Benefit Liability, OPEB. So, that is all your healthcare benefits, and that liability is about 2.1 million dollars, it is up about 20,000 dollars from the previous fiscal year. Your last estimate is the Landfill Post Closure Liability. It went up about 55,000 dollars for that

liability, so all of your costs, when you finally closed the Landfill, that is part of that liability calculation. You did have new debt, this past fiscal year, that went to pay for a lot of your projects that you had going on. You had about 9.5 million dollars in new debt. That was in your General Fund, your Sanitation Fund, and your Landfill Fund. So, that was to fund some of those various projects, and you still have, like I said, sitting in restricted cash, to help fund these projects as they continue to be completed. Your Unrestricted Net Position is a deficit, 7.6 million dollars. This is down from 8 million dollars in the previous fiscal year. Most entities in Nevada, your size, end up with a deficit because of that PERS liability and the OPEB liability. That is 16 million dollars, so that creates a deficit in that net position. As we get back into your funds, that you budget upon, you are going to see where you don't have a deficit in those funds, you only have a deficit when we bring on all of those full accrual liabilities onto these statements. I am going to jump to page 44. On page 44, at the top of the page, note 2 to your financial statements, this is your compliance with Nevada Revised Statutes and Administrative Code. I was very happy to see, and I think you are one of my only ones that did not have any over-expenditure from the budget this year. So, it was a great job for everyone. We did have one non-compliance with statute, and it was on fiscal inventory account of all of your capital assets. State statute requires that it be done every two years and the last thing that was done was June of 2022. I think this is a common one that kind of gets lost in the shuffle and doesn't get completed on time, but like I said, it is a very common statute violation. We are going to jump to page 69. On the top of page 69, this was our restatement footnote due to that software lease that was not recorded in your financial statements. So, there was a lease in your Enterprise Funds for about 695,000 dollars. It was in the Electric and Water Fund and it was related to the Meter Project, where the software portion of that lease, did not get properly included as an asset and a liability on your financial statement. The net impact was only about 500 dollars, but it was material between the 2 funds, once we brought that lease liability on the statements. Like I said, many entities had something similar. Okay, page 75. So, basically, starting on page 71 and ending on page 75, is your General Fund. So, the main operating fund of the City. Estimates, like we just talked about, PERS, OPEB, those kinds of items, are not recorded in these financial statements for the General Fund, or your other governmental funds because they are basically on a modified cash basis. So, this is the fund that you budget each year. So, at the bottom of page 75, you ended the year with about 5 million dollars in ending fund balance. You had budgeted in the year at 1.1 million dollars, so you are up about 3.8 million dollars from where you were budgeted. So, I was very happy to see that, and you should be happy to see that as well. Your revenues, this past fiscal year, were 14.3 million dollars. The prior year was 17.8 million dollars. The prior year had about 3.9 million dollars in ARPA funds, that were all spent. So, now this was more of a normal year for you, without all of those ARPA funds. Your expenditures were 16.9 million dollars this fiscal year, prior year was 17.9 million, and you were 1.3 million dollars, under budget, for your expenditures. No change in your tax rate for this past fiscal year. You had about a 2.5% cost of living increase for your employees and the PERS rates went up for the fiscal year 2023/2024. I am sure that you are all aware that they are going up again for the years 2025/2026. So, that will be something that all entities in Nevada will really have to watch these rates, they are getting very high. So, you will have to include that in your budgeting process. So, your ending fund balance, like I said, was 5 million dollars. I think that you probably heard me say in the past, you never want to let your ending fund balance get below 8.3%. 8.3% is one month, 1/12th. So, you want to make sure that you have enough cash, to pay all of your funds, for at least, one month. You are

at 30%. Last year you were at 21%. The fiscal year of 2022, you were at 43%. So, I was glad to see that the ending fund balance went up this past fiscal year. Alright, now we are going to jump to page 95. Starting on page 95 are your enterprise funds. So, your Electric Fund, Water Fund, and Sanitation Fund. These are full accrual funds. So, all of your liabilities and depreciation are included in these financial statements. So, on page 95 this is your Electric Fund. Your operating revenues went up by about 1.9 million dollars over the previous fiscal year and your expenses went up about 44,000 dollars. So, you kept operating expenses in line with the previous fiscal year. Your quality-of-life promotion expenses did go up about 348,000 dollars. I think a lot of that was the lovely ice-skating rink that you had at Christmas times and other projects. You ended the year at 5.6 million dollars in ending net position. Cash increased 148,000 dollars. Your energy costs, that you purchase, went down about 880,000 dollars. Your electric rates did increase July 1, 2023. So, I was glad to see that you had a positive cash balance and you're funding a lot of that depreciation, as long as you are increasing that cash balance each year. Page 96 is your Water Enterprise Fund. Your revenues went up about 240,000 dollars and your expenses went up about 250,000 dollars. You ended the year at a 6.1 million dollars in net position. Your cash actually went down, in this fund, about 312,000 dollars. So, you are not fully funding the depreciation, as you have to go to replace equipment or assets within the Water Fund. Your water rates increased. The last increase was 7/1/2023. So, just as you are going through your budgeting process, just continue to look at this fund and make sure that you are trying to fund all of those depreciation expenses. Page 97, this is your Sewer Enterprise Fund. Your revenue went up about 537,000 dollars and expenses went up about 94,000 dollars. You ended the year with 11.5 million in net position. Cash went down in this fund as well, by about 457,000. So, once again, not fully funding your depreciation. So, your rates did go up July 1, 2023. So, just kind of keep monitoring those rates in your budgeting process. Page 98 is your Water Treatment Enterprise Fund. Revenue went up about 26,000 dollars, and expenses went up 93,000, in this fund. You ended the year with 13.5 million in net position and cash in this fund actually went down, as well, about 328,000 dollars. So, once again, monitor it in your budgeting process. On page 99 is your Sanitation Fund. Revenues went up about 116,000 dollars. Expenses went up about 262,000 dollars. You ended the year with 640,000 dollars in net position. Cash went up about 1 million dollars, in this fund, but that was bond proceeds, that aren't fully spent. The unspent bond proceeds were about 757,000 dollars of that. So, like I said, just continue to monitor that. Page 100 is your Landfill Enterprise Fund. Your revenues went up about 400,000 dollars. Your expenses went up about 145,000 dollars. You ended the year with 2.2 million dollars in net position. Cash increased, in this fund, about 3.1 million dollars in bond proceeds that were unspent. So, 2.4 million dollars of unspent bond proceeds are still sitting in that fund. Okay, we are on page 142. So, as part of the audit process, we evaluate your internal control system in place. As we go through that evaluation process or if we have prior period adjustments, adjusting journal entries, we have to include those in what we call a schedule of findings and responses. We had no journal entries that we posted as part of the audit process, but we had that one prior period adjustment for those software leases that were not recorded. Overall, I think the staff did an amazing job. Everybody bent over backwards to make sure that your records were in correct order. Everything was recorded at the end of the year, and I think that it is great that you don't have any other audit findings. I think that is very commendable for all of the staff. You did not have a single audit this year. That is an audit of your grant compliance because you were under 750,000 dollars in grant funds. So, no single audit

this year. So, I think that probably excited everyone. That 750,000 dollar amount increases to 1 million this next fiscal year. So, as long as you stay under 1 million dollars in grant funds, you will not have a single audit. So, I think that is good news for a lot of these small entities. I am more than happy to entertain any questions. Most everything in this letter, we just went through in this discussion, but I am happy to entertain any questions. I want to ditto what Mike said. A lot of time and effort go into putting together this audit report. I thank Mike, Elsie, Bob, the Mayor, and all of the staff that assists with that, you know audits are never a pleasant experience to go through, but you make our jobs very enjoyable. We enjoy coming out here and working with everyone, and we appreciate that relationship.

Mayor Tedford inquired if there were any questions or comments from the Council or the public.

Councilwoman Frost asked for clarification regarding page 75's ending fund balance. It looks very big, but 4 million dollars of that are bond proceeds that are going to big projects.

Ms. Gage stated that it is not included in that balance. We have that in restricted cash. So, it is not part of that 5 million dollars. However, I do want to point out that 2 million dollars in that balance, in your 2024/2025 budget process, you have budgeted 2 million dollars of that balance in costs in 2024/2025. So, that leaves, unassigned, about 3 million dollars, if you look on page 26. So, out of those 5.5 million dollars in ending fund balance, on the bottom of page 26, this page will show, how much of that is assigned, or committed, by the Council or the budget process. You have about 3 million dollars that is sitting there, that is unassigned for future projects. Thank you for clarifying that.

Mayor Tedford inquired if there were any further questions or comments from the Council or the public.

No comments were noted.

Councilman Harmon thanked City staff, Eide Bailly, and all of the department heads for working together to put this together and motioned to approve the City of Fallon's Annual Comprehensive Financial Report for the year ended June 30, 2024; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports.

No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:25 a.m.

Mayor Tedford

Attest:_____
Michael O'Neill, City Clerk-Treasurer

DRAFT

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
March 4, 2025**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Clerk Treasurer Michael O'Neill
Deputy City Attorney Sean Rowe
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Marco Guerrero
Chief Ron Wenger
Captain John Riley
Captain Daniel Babiarz
City Engineer Derek Zimney

The meeting was called to order by Mayor Tedford at 9:00 a.m.

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford inquired if the agenda had been posted in compliance with NRS requirements.

City Clerk Treasurer Michael O'Neill advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Tedford inquired if there were any public comments. He noted that comments are to be general in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken.

Rochelle Tisdale with Oasis Academy greeted the Council. I am here to make public comment, to thank Fallon PD. We had kind of a fun day, a couple of weeks ago, we had our Ag in the classroom day, and we did anything but a car day. Officer John Riley was really instrumental, and Fallon PD, helping us out with that and traffic control because we had kids coming in on horses, bikes, scooters, dirt bikes, and all kinds of Razors and side-by-sides, and

four wheelers, and all kinds of different things. So, we just wanted to publicly thank the City in helping us make sure those kids got to school safely and letting the community be aware and helping with the traffic control. So, thank you very, very much. We appreciate your help.

Mayor Tedford inquired if there were any further comments.

No further comments were noted.

Approval of Warrants

- A) Accounts Payable
- B) Payroll
- C) Customer Deposit

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Merger and Resubdivision Parcel Map for Daniel Termini to combine Churchill County Assessor's Parcel Numbers 001-528-08 and 001-528-09, commonly known as 365 Lincoln Street, Fallon, NV, into a single parcel.

City Engineer Derek Zimney stated Daniel Termini, owner of Churchill Assessor's Parcel Number (APN) 001-528-08 and 001-528-09 has made an application and submitted a map to combine his two parcels commonly known as 365 Lincoln Street into one parcel. This Parcel Map will create a single parcel, consisting of 8,969 square feet. These parcels are located within C-1 zoning and, if approved, will continue to meet City of Fallon Municipal Code requirements for C-1 zoning. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements. These lots are a little older lots. This kind of existing, skinny lot was created by a pre-1940's deed. I think the combining of these lots, gets rid of an existing, non-conforming lot that is really not buildable. The owner of this property came to the Building Department interested in building a detached garage, but we couldn't permit one over a property line. So, he chose to combine these, which I think is an appropriate measure. I am happy to answer any questions the Council might have.

Mayor Tedford inquired whether there were any comments or questions from the Council or the public.

Councilman Harmon inquired on the 8,969 square feet lots. Are these lot sizes consistent with the other lots in that block?

City Engineer Derek Zimney stated that this lot is a mixed bag. The 79 W Richards lot sits near there, and it is about 14,000 square feet. It is really 3 oddball parcels that make up the entire lot. The way that it is developed, it kind of completes this yard and makes a lot more sense with these two combined.

Councilman Harmon inquired if the lot is already completely fenced in as one lot, even though it is two lots.

City Engineer Derek Zimney confirmed.

Mayor Tedford inquired whether there were any further comments or questions from the Council or the public.

No further comments were noted.

Councilman Harmon motioned to approve a Merger and Resubdivision Parcel Map for Daniel Termini to combine Churchill County Assessor's Parcel Numbers 001-528-08 and 001-528-09, commonly known as 365 Lincoln Street, Fallon, NV, into a single parcel; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council. No further comments were noted.

Fallon Police Department Monthly Report for November 2024.

Chief Ron Wenger presented the November monthly report. The report will compare the 2023 crime, traffic stops, and traffic accident statistics to November 2024. Total calls-for-service this month were 609.

- Crime Summary: 0 total Domestic Batteries; 0 Battery.
- Theft Calls: 5 total thefts for various items.
- Arrest Summary: 26 total arrests.
- Moving Citations/Traffic Warnings: 143 traffic stops were made; 17 issued citations.
- Public/Private Property Accidents: 26 total accidents.
- Animal Shelter Services: Total – 121; Churchill County – 70; City – 47; Fallon Paiute Shoshone Tribe – 4.
- Volunteers in Police Services: 78 Contributed hours.
- Various training courses were provided for sworn-in and non-sworn-in officers.
- 0 requests were made through the Citizen Assistance Program.
- Police officers participated in several various public relations events.
- Citizen Surveys were all positive.

Mayor Tedford inquired if there were any comments or questions. No comments were noted.

Public Comments

Mayor Tedford inquired if there were any public comments. No comments were noted.

Council and Staff Reports

Mayor Tedford inquired if there were any Council or staff reports. No reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:09 a.m.

Mayor Tedford

Attest:_____
Michael O'Neill, City Clerk-Treasurer

DRAFT



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 10, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM TITLE: Consideration of application by Paul Pryor for a mobile food vendor license for Lucian, LLC. DBA: Otis' Grill. **(For possible action)**
 TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve application and to issue a mobile food vendor license to Paul Pryor for Lucian, LLC. DBA: Otis' Grill.

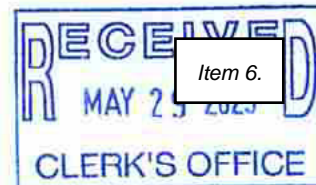
DISCUSSION: Paul Pryor, owner of Lucian, LLC. DBA: Otis' Grill has made an application for a mobile food vendor license for Lucian, LLC. DBA: Otis' Grill. A mobile food vendor license is a privileged license that allows the licensee to sell food from a motor vehicle, or other type of food service conveyance, for human consumption and which is used to sell and dispense food or beverages to customers.

The application has been reviewed by Captain Daniel Babiarz, City Attorney Trent deBraga, Chief of Staff Robert Erickson, City Engineer Derek Zimney and Deputy City Clerk Elsie Lee and has been recommended for approval.

FISCAL IMPACT: Annual mobile food vendor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

MOBILE FOOD VENDOR LICENSE APPLICATION

Application Type: ☒ New ☐ Renewal ☐ Modify

Applicant Name: Peyor Paul A
Last First MI

Application Date: 05/29/2025

Title: OWNER

Phone: 775-842-6930

Address: 6387 Westwind Way
Fallon NV 89406

Email: peyorp69@gmail.com

Date of Birth: [REDACTED]

Driver's License Number: [REDACTED]

Driver's License State: [REDACTED]

Business Entity Type: ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ DBA
☐ Corporation ☐ Association ☐ Other: _____

Business Name: Lucian LLC DBA: OTIS' Grill

Business Owner(s):

Name	Address	Title
Paul Peyor	6387 Westwind Way	owner, Managing Member

Business Address (if applicable): 6387 Westwind Way Fallon NV 89406
City State Zip

Name of owner's authorized agent, if any: Jennifer Guerrero

Provide a description of the selling methods to be used and the nature of the products or services to be offered:

Food products such as Hamburger, cheesesteaks, Fries,
Hot + cold sandwiches, salads etc. These items will
be sold out of OTIS' Grill Food Trailer.

Have you owned or managed any other business? ☒ Yes ☐ No

If Yes, list the business(es) you have managed:

Begin/End	Name	Address	City	State	Zip
2000/2015	PNR Enterprises		Reno	NV	89521
2013/2017	FatBurger, Reno FB LLC		Reno	NV	89502
	Spark FB LLC		Reno	NV	89502



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Have you ever been issued a business or mobile food vendor license?



Yes



No

If Yes, when? 2015 - 2018

What Agency? _____

Have you ever had a business or mobile food vendor license revoked?



Yes



No

If Yes, when? _____

What Agency? _____

Have you ever been denied a business or mobile food vendor license?



Yes



No

If Yes, when? _____

What Agency? _____

Have you ever been arrested?



Yes



No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition
10/90?	Minor in Consumption?	Fallon Police	Paid Fine

Vehicle Information (to be used for mobile vending):

Year of Vehicle	Make	Model	Plate Number
2025	Double R	8618A H16K	

A copy of a valid, unexpired Nevada vehicle registration, if applicable, must be submitted with this application.

Health Permit:

A copy of proof of Central Nevada Health District health permit must be submitted with this application.

State of Nevada Department of Taxation:

Proof of filing with the State of Nevada Department of Taxation must be submitted with this application.

I declare under penalty of perjury that the foregoing is true and correct:

1. That I have received and read a copy of Chapter 5.60 of the Fallon Municipal Code- Mobile Food Vendors.
2. That upon approval of a mobile food vendor license, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
3. That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a mobile food vendor license.


Applicant's Signature

**CITY OF FALLON CLERK'S OFFICE**

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

AUTHORIZATION AND RELEASE

I, Paul Pryor, authorize the Fallon Police Department to perform a background check and to release the results of said investigation, which may include information of a confidential or privileged nature, to the City Council in public documents and/or discussion at a public meeting.


Applicant's Signature**OFFICIAL USE ONLY:**

Account No.	License No.	Payment Received By:
-------------	-------------	----------------------

FALLON POLICE DEPARTMENT

55 West Williams Avenue
Fallon, Nevada 89406-2941
775-423-2111
Fax: 423-6527

Ron Wenger
Chief of Police


June 5, 2025

This letter certifies that Mr. Paul Pryor, of 6387 Westwind Way, Fallon Nevada 89406, owner of "Lucian LLC DBA: Otis' Grill Mobile Food Truck has completed application and has passed the limited background check, including a local records check, CPClear and DMV Database checks, for operating a mobile food vending truck/trailer within the City of Fallon.

In addition, Mr Pryor's authorized agent, Jennifer Guerrero has passed a limited background check.

I have interviewed Mr. Pryor and Ms Guerrero about the laws regarding Mobile Food Venders and have provided them with a copy of the Fallon Municipal Code pertaining to these laws. Mr. Pryor and Ms. Guerrero have indicated on the application that they have reviewed chapter 5.60 of the Fallon Municipal Code which specifically lists the laws regarding Mobile Food Vending platforms.

Sincerely,


Ronald D Wenger
Chief of Police

Central Nevada Health District

Food Establishment Health Permit

Issued To

Otis' Grill
6387 Westwind Way
Fallon, NV 89406

Be it known this Mobile Units facility is licensed to operate in Churchill County, State of Nevada and is subject to the provisions of the Central Nevada Health District Sanitation Ordinance.

Issuance Date 05/22/2025
Expiration Date 05/22/2026
Permit Number 25-181



CENTRAL NEVADA
HEALTH DISTRICT

Shannon Ernst
Public Health Administrator

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED



Department of Motor Vehicles
555 Wright Way
Carson City, NV 89711-0625
(775) 684-4368

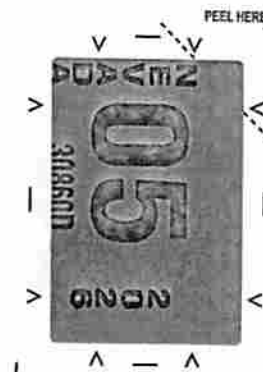
2026 EXPIRES
5/29/2026

LICENSE NUMBER 30860D	YEAR 2025	MAKE DOUB	TYPE UT	CYL	MSRP 56904.50	FUEL	AXLE 2	DECLARED WEIGHT 0	UNLADEN WEIGHT 3000
VEHICLE IDENTIFICATION NUMBER 1D9BU1824SN451976			MODEL NAME/LENGTH 8618AH6K-18			COUNTY BASED CHURCHILL			
ISSUE DATE 5/29/2025	FLEET NUMBER	UNIT NUMBER	FARM/RANCH VEHICLE N		DECAL NUMBER 30860D	PLATE BACKGROUND HOME MEANS NEVADA			

PRYOR, PAUL ANDREW (REGD)

PRYOR, PAUL ANDREW
6387 WESTWIND WAY
FALLON NV 89406-7327

PLATES AND REGISTRATION MUST BE RETURNED WHEN NOT OPERATING THE VEHICLE
Form NVREG004 188725130 - 3036 - 10910



Instructions for applying the
decal to the rear license plate are
on the reverse of this form.

**STATE OF NEVADA CONSUMER USE TAX PERMIT**

Department of Taxation

Account ID: **USE-0000-3621-3262**
Location ID: **000-036-213-262-001**
Issued: **March 11, 2025**

LUCIAN LLC
6387 WESTWIND WAY
FALLON NV 89406-7327

THIS PERMIT:
IS NOT TRANSFERABLE TO ANY OTHER
PERSON.
IS VOID IF ALTERED.
IS NOT ISSUED IN LIEU OF ANY LOCALLY
REQUIRED BUSINESS LICENSE, PERMIT OR
REGISTRATION.

Permit Location:

OTIS' GRILL
6387 WESTWIND WAY
FALLON NV 89406-7327

*Is registered as a Consumer and not authorized to make
purchases for resale.*

CERTIFICATE OF FICTITIOUS BUSINESS NAME****THIS CERTIFICATE EXPIRES 5 YEARS FROM FILE DATE****

024947



NEW



RENEWAL OR REPLACE EXISTING

FILED

(PRIOR RELATED FILING NUMBER)

STATE OF NEVADA

} ss.

COUNTY OF CHURCHILL

MAY 27 2025

LINDA ROTHBERRY, Clerk
Pamela D. Moore

I / We hereby certify that I / We are conducting a Mobile Food Trailer business in the City of Fallon and / or the County of Churchill, State of Nevada, under a designation not showing the name(s) of the person(s) interested in conducting or carrying on said business in the City of Fallon and/or the County of Churchill, State of Nevada, under the designation not showing the name(s) of the person(s) interested in carrying on such business under the fictitious name of:

Lucian LLC DBA: OTIS' Grill
(FICTITIOUS BUSINESS NAME)

6387 Westwind Way Fallon NV. priorp69@gmail.com
(BUSINESS STREET ADDRESS) (BUSINESS PHONE/EMAIL)

775-842-6930

The name(s) of the person(s) interested in or carrying on such business:

(1) Paul Pryor
(NAME OF INTERESTED PARTY - TYPE/PRINT)
6387 Westwind Way
(BUSINESS OR RESIDENCE ADDRESS)
Fallon NV 89406
(CITY, STATE, ZIP)

(3) _____
(NAME OF INTERESTED PARTY - TYPE/PRINT)

(BUSINESS OR RESIDENCE ADDRESS)

(CITY, STATE, ZIP)

(2) _____
(NAME OF INTERESTED PARTY - TYPE/PRINT)

(BUSINESS OR RESIDENCE ADDRESS)

(CITY, STATE, ZIP)

(4) _____
(NAME OF INTERESTED PARTY - TYPE/PRINT)

(BUSINESS OR RESIDENCE ADDRESS)

(CITY, STATE, ZIP)

NOTARIZED SIGNATURE OF: OWNER, PARTNER OR AUTHORIZED OFFICER AND TITLE

(1) [Signature]
(2) _____

(3) _____
(4) _____

STATE OF NEVADA

} ss.

COUNTY OF CHURCHILL

On this 27th day of May, 2025, before me personally appeared Paul Pryor

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein stated.

In witness whereof I have hereunto set my hand and affixed my official seal this 27th day of May, 2025

Pamela D. Moore
Notary Public/Deputy County Clerk
Churchill County, Nevada



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Privilege License Supplemental Approval Form

Application Date: 5/29/25

Applicant: Paul Pryor

Business: Lucian LLC dba Otis' Grill

License Type: Mobile Food Vendor

Application Type: ☒ New ☐ Owner Change ☐ Name Change ☐ Manager Change ☐ Location Change

OFFICIAL USE ONLY

City of Fallon	Approve	Approve with Conditions	Disapprove
Chief of Police			
Chief of Staff			
Engineering/Building Department			
Attorney's Office			
City Clerk's Office			
Fallon/Churchill Fire Dept			

Conditions required for approval: _____

Committee recommendation for application: Approved Approved with Conditions Disapproved

OFFICIAL USE ONLY:

Account No.	License No.	Payment Received By:
-------------	-------------	----------------------



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 6, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Derek Zimney, City Engineer
 AGENDA ITEM TITLE: Consideration and possible approval of an application by Sarah Lucas to operate a daycare facility in an LI zone at 160 Industrial Way, Fallon, Nevada. **(For Possible Action)**

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other – Discussion Only

POSSIBLE COUNCIL ACTION: Motion to approve an application by Sarah Lucas to operate a daycare facility in an LI zone at 160 Industrial Way, Fallon, Nevada.

DISCUSSION: Sarah Lucas has made application to operate a daycare facility in a LI zone at 160 Industrial Way. The City's LI zone has certain designated permitted uses, which do not include daycare facilities, but allow for other uses as approved by the City Council. This location has been approved previously by the City Council for the former daycare facility Ivy Land.

FISCAL IMPACT: Annual business license revenue if approved

FUNDING SOURCE: N/A.

PREPARED BY: Derek Zimney, City Engineer

May 8, 2025

Derek Zimney
55 West Williams Ave.
Fallon, NV 89406
Telephone: (775) 423-5107
Email: dzimney@fallonnevada.gov

RE: Special Use Permit Letter

Dear Derek,

I recently purchased a preschool/daycare in Fallon, Nevada located at 160 Industrial Way, Fallon, Nevada 89406, formerly known as Ivyland, LLC. As such, we are now going through all the required licensing changes to license the facility in my name, Sarah Lucas, to operate as Desert Valley Learning Center, LLC. We have already obtained most of our licensing but are going through the final phases of state childcare licensing. As such, the state requires us to provide them with a letter from the City of Fallon stating that we do not need a special use permit to operate at our current location.

In August of 2018, the City of Fallon provided a similar letter to Ivy Ward (the owner from whom I purchased this business) after sitting for a city council meeting on the subject. The new facility is operating much the same as Ivyland did, as in, we offer preschool and daycare services, we do not handle or provide food for the children, and we abide by state childcare laws for a standard childcare facility. In this transaction between myself and Ivy, the business, business equipment, employees etc. is all being transferred and we are merely changing the name and some of the staff. The daily operations and physical location will remain the same.

As such, I am requesting to be put on the agenda for a city council meeting to operate my business in L-1 zoning. For convenience, the business information will be as follows:

Owner: Sarah Lucas
Facility Name: Desert Valley Learning Center, LLC
Facility Address: 160 Industrial Way, Fallon, NV 89406
Facility Telephone: 775-294-6059
Facility Operations: Preschool/Daycare/Childcare Center

Should require any additional information, please reach out via email to desertvalleylearning@gmail.com or (775) 741-5471.

Respectfully,

Sarah Lucas

Desert Valley
Playground

SHADE

Desert Valley
Learning
Center

Trash

Emergency
Exit Only

Parking

Emergency
Exit Only

Parking

Entrance

Drive
way

Out

Parent Pick-up
and Drop-off

In

Industrial Way



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 10, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a construction contract to the lowest responsive and responsible bidder for the Rattlesnake Hill Water Tank Demolition and Site Preparation Project with A&K Earthmovers of Fallon, Nevada, in the amount of One Million Ninety-Five Thousand Dollars (\$1,095,000) (PWP-CH-2025-077). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve a construction contract to the lowest responsive and responsible bidder for the Rattlesnake Hill Water Tank Demolition and Site Preparation Project with A&K Earthmovers of Fallon, Nevada, in the amount of One Million Ninety-Five Thousand Dollars (\$1,095,000) (PWP-CH-2025-077). **(For possible action)**

DISCUSSION: Two water storage tanks located atop Rattlesnake Hill store water for the City as part of our municipal water supply. Currently, these tanks are in need of replacement, as engineering reports commissioned on behalf of the City have shown structural damage to both. The concrete portions of each tank display visible cracks and erosion, with exposed steel reinforcement being visible. These structural deficiencies have been identified by engineers as a significant vulnerability to the integrity of the tanks if the Rattlesnake Hill area were to experience significant seismic activity.

Tank No. 1, constructed in the 1940's, was built mostly of masonry rubble. Tank No. 1 has multiple cracks and penetrations that create a sanitary defect.

Tank No. 2, constructed in 1977, has multiple locations within the tank itself where steel corrosion is present. Corroded rebar is exposed in many instances to the public water supply. In addition to numerous cracks, there is spalling of the interior concrete present throughout.

Both Tanks No. 1 & 2 have been taken offline and isolated from the City's distribution system.

The Rattlesnake Hill Water Tank Demolition and Site Preparation Project was released for public bid on April 25, 2025. Two (2) bids were received on May 20, 2025.

As described in the attached documents, WC Maloney, Inc.'s bid was determined to be non-responsive due to failure to complete several mandatory documents including the 1% Subcontractor and Supplier List, Disadvantaged Business Enterprise (DBE) Form, Material Supplier List, and documentation of Good Faith Efforts toward meeting the DBE participation goal. In accordance with NRS 338, any bids received in response to an advertisement for bids may be rejected if the public body or its authorized representative responsible for awarding the contract determines that the bidder is not responsive.

A&K Earthmovers, Inc. submitted the lowest responsive bid package and is being recommended for award.

FISCAL IMPACT: \$1,095,000

FUNDING SOURCE: 2022 Congressionally Delegate Spending

PREPARED BY: Brian Byrd



Fallon
275 W. Williams Avenue
Fallon, Nevada 89406
775.423.2188

May 28, 2025

Brian Byrd, Public Works Director
City of Fallon
55 W. Williams Ave
Fallon, Nevada 89406

**Subject: Rattlesnake Hill Water Tank Demo and Site Preparation Project - CH-2025-077
Recommendation of Award**

Dear Mr. Byrd:

As you are aware, bids for the above-referenced project were received and opened on May 20th, 2025. Two (2) bids were received with WC Maloney, Inc. having the lowest total bid of \$881,861.33.

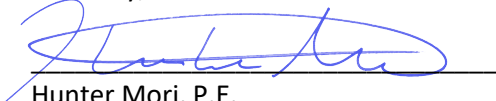
Upon review, WC Maloney, Inc.'s bid was determined to be **non-responsive** due to failure to complete several mandatory documents, including the 1% subcontractor and supplier list, Disadvantaged Business Enterprise (DBE) form, material supplier list, and documentation of Good Faith Efforts toward meeting the DBE participation goal. Although some of the required items were later submitted after the statutory deadline, the Good Faith Effort documentation remains outstanding. Given these deficiencies and the requirements of both Nevada law and federal funding regulations, WC Maloney, Inc. is not eligible for award.

The next lowest bidder, A&K Earthmovers, Inc., submitted a complete and responsive bid package. A&K Earthmovers, Inc. is a licensed Nevada contractor in good standing. Therefore, we recommend that award be considered to **A&K Earthmovers, Inc.** for the **Rattlesnake Hill Water Tank Demo and Site Preparation Project –PWP CH-2025-077** for the amount of \$1,095,000.00.

In preparation of this recommendation, Lumos has verified that A&K Earthmovers, Inc. and all proposed subcontractors are actively licensed and satisfy the requirements of this project.

A Bid Tabulation has been attached for your reference. Please contact me at (775) 423-2188 or hmori@lumosinc.com, should you have any questions.

Sincerely,



Hunter Mori, P.E.
Project Engineer
Engineering Division

CC: Brian Byrd –Public Works Director, City of Fallon
Brian Harer – Construction Senior Project Manager, Lumos

Attach: Bid Tabulation

CITY OF FALLON - BID TABULATION

PROJECT: CITY OF FALLON RATTLESNAKE HILL WATER TANK DEI
PWP# CH-2025-077

BID OPENING: MAY 20, 2025

3:00 PM

Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			* Apparent Low Bidder *		* Recommended for Award *	
						WC Maloney, LLC		A&K Earthmovers, Inc.	
			Unit Cost	Quantity	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization	LS	\$100,000.00	1	\$100,000.00	\$14,000.00	\$14,000.00	\$88,655.00	\$88,655.00
2	BMPs/SWPPP/Permit Compliance	LS	\$60,000.00	1	\$60,000.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00
3	Chainlink Fence Removal	LF	\$15.00	1,068	\$16,020.00	\$7.11	\$7,593.48	\$15.00	\$16,020.00
4	East Tank Reinforced Concrete Demo, Off-Haul, and Disposal	LS	\$600,000.00	1	\$600,000.00	\$171,000.00	\$171,000.00	\$260,000.00	\$260,000.00
5	Earthwork (Access Road/ Tank Site) (Cut - Dense Rock)	CY	\$100.00	1,431	\$143,100.00	\$71.27	\$101,987.37	\$180.00	\$257,580.00
6	Earthwork (Access Road/ Tank Site) (Fill - Dense Rock)	CY	\$75.00	789	\$59,175.00	\$96.32	\$75,996.48	\$65.00	\$51,285.00
7	West Tank Reinforced Concrete Demo	LS	\$190,000.00	1	\$190,000.00	\$161,668.00	\$161,668.00	\$105,000.00	\$105,000.00
8	Fill Ex. Tank to Ex. Grade	LS	\$95,000.00	1	\$95,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
9	Type II Class B Agg. Base	CY	\$60.00	500	\$30,000.00	\$188.00	\$94,000.00	\$95.00	\$47,500.00
10	Fencing	LF	\$75.00	112	\$8,400.00	\$68.00	\$7,616.00	\$80.00	\$8,960.00
11	Contingency	LS	\$195,000.00	1	\$195,000.00	\$195,000.00	\$195,000.00	\$195,000.00	\$195,000.00
BASE BID TOTAL:			\$1,496,695.00			\$881,861.33		\$1,095,000.00	

BID PROPOSAL:	X	X
BID BOND:	X	X
FIRST TIER SUBCONTRACTORS (5%):	X	X
MATERIAL SUPPLIERS:	INCOMPLETE	X
DBE INFORMATION FORM:	INCOMPLETE	X
BABA PREFERENCE CERTIFICATE:	X	X
1% SUBCONTRACTORS (2 HOUR LIST):	INCOMPLETE	X
ANTI-COLLUSION AFFADAVIT:	X	X
AGREEMENT AGAINST BOYCOTT OF ISRAEL:	X	X
ADDENDUM NO. 1:	X	X
ADDENDUM NO. 2:	X	X
EVIDENCE OF DBE GOOD FAITH EFFORTS:	NOT SUBMITTED	X
SUBCONTRACTORS:	Nevada Fencing	None



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 11, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for engineering design services for the Construct New Taxilane, Extend Existing Taxilane (Design Only) Project in an amount not-to-exceed One Hundred Sixty-Three Thousand Seven Hundred Dollars (\$163,700), of which the FAA share would be 95% or One Hundred Fifty-Five Thousand Five Hundred and Fifteen Dollars (\$155,515) and the City's share would be 5% or Eight Thousand One Hundred and Eighty-Five Dollars (\$8,185). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve a professional services contract with J-U-B Engineers, Inc. for engineering design services for the Construct New Taxilane, Extend Existing Taxilane (Design Only) Project in an amount not-to-exceed One Hundred Sixty-Three Thousand Seven Hundred Dollars (\$163,700), of which the FAA share would be 95% or One Hundred Fifty-Five Thousand Five Hundred and Fifteen Dollars (\$155,515) and the City's share would be 5% or Eight Thousand One Hundred and Eighty-Five Dollars (\$8,185). **(For possible action)**

DISCUSSION: The City has identified the Construct New Taxilane, Extend Existing Taxilane Project as its next airport capital improvement project. If approved, J-U-B would complete the engineering design and bidding services for the project and submit to the FAA for approval.

City Staff recommends an approval with J-U-B Engineers, Inc. for the services referenced.

FISCAL IMPACT: \$155,515 – FAA Grant Funds, \$8,185 – COF Airport Fund

FUNDING SOURCE: Airport Fund, FAA Grant Funds

PREPARED BY: Brian Byrd

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Construct New Taxilane, Extend Existing Taxilane (Design Only), A.I.P. 3-32-0008-###-2025
Fallon Municipal Airport, Fallon, Nevada

THIS AGREEMENT is effective as of the _____ day of _____, 2025 by and between, the CITY OF FALLON, NEVADA, 55 West Williams Avenue, Fallon, Nevada, 89406 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 5190 Neil Road, Suite 500, Reno, Nevada 89502, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Complete FAA AIP 3-32-0008-###-2025, which includes Project Formulation, Preliminary Design, Final Design, and Project Closeout Engineering Services for the following items: Construct New Hangar Taxilane and Extend Existing NE/SW Taxilane hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully

completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 55 West Williams Avenue, Fallon, Nevada, 89406 and to J-U-B at 5190 Neil Road, Suite 500, Reno, Nevada, 89502. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Nevada. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Churchill County, Nevada.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:
 - 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

- b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered

transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

5.23 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF FALLON, NEVADA

ATTEST

BY:

Name: Ken Tedford

Name: Brian Byrd

Title: Mayor

Title: Public Works Director

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:

Name: Toby Epler, P.E.

Name: David Meyer, P.E.

Title: Vice President / Aviation Services
Group Manager

Title: Aviation Project Manager

*Applicable
Attachments
or Exhibit to
this
Agreement
are
indicated as
marked*

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1** – Scope of Services, Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☐ **Exhibit A** – Construction Phase Services
- ☐ _____

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: Mayor, City of Fallon, Nevada



Entity Validation

Feb 4, 2025

Entity validation is the first step in getting your Unique Entity ID or registering in SAM.gov. [Review time](#) will depend on whether we can make a match from your original document [submission](#) or if we need to [request additional documentation](#). Have questions? Our [online resource page](#) contains helpful information about this process.



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[Exclusions](#)



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

Entity Reporting

J-U-B ENGINEERS INC

Active Registration

Entity Information

Unique Entity ID CAGE/NCAGE
WU2TGK7D3J49 0KJY0

Expiration Date

Nov 18, 2025

Physical Address

**2760 W Excursion LN
Meridian, Idaho
83642-5750, United States**

Mailing Address

**2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States**

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



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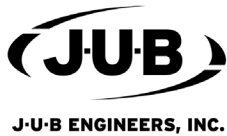
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J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Construct New Taxilane, Extend Existing Taxilane, and Relocate Connector Taxiway (Design Only) – IJJA Funded (FY22 Funds)

AIRPORT NAME: Fallon Municipal Airport (FLX)

CLIENT: City of Fallon, Nevada

A.I.P. NUMBER: 3-32-0008-###-2025

J-U-B PROJECT NUMBER: 45-23-039

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-32-0008-###-2025 includes the Project Formulation, Design, and Project Closeout Engineering Services for the following Items:

- Construct New Hangar Taxilane [Approx. 275' x 25']
- Extend Existing NE/SW Taxilane [Approx. 900 LF x 35']

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Preliminary and Final Design Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of One Hundred Sixty-Three Thousand Seven Hundred Dollars and Zero Cents (\$163,700.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Design Phase Schedule: April 2025 to March 2026

This Agreement shall be in effect from April 1, 2025, to December 31, 2026. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: Federal

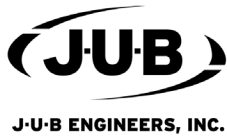
R&D: Yes

GROUP: Airport

PROJECT DESCRIPTION(S):

A. Airport (A05)

B. None



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Construct New Taxilane, Extend Existing Taxilane, and Relocate Connector Taxiway (Design Only) – IJJA Funded (FY22 Funds)

AIRPORT NAME: Fallon Municipal Airport (FLX)

CLIENT: City of Fallon, Nevada

A.I.P. NUMBER: 3-32-0008-###-2025

J-U-B PROJECT NUMBER: 45-23-039

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-32-0008-###-2025 included the Project Formulation, Preliminary Design, Final Design, and Project Closeout Engineering Services for the following Items:

- Construct New Hangar Taxilane [Approx. 275' x 25']
- Extend Existing NE/SW Taxilane [Approx. 900 LF x 35']

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Formulation Phase

1. Conduct a Pre-Design meeting with CLIENT and FAA via teleconference. The meeting will be held to determine the planning and study issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
4. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.

5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in preparing a three-year goal for 2025-2027 for the ACIP projects.
 - b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 1-hour window, monitored via speakerphone and respond if anyone does call in.
 - c. Coordinate CLIENT DBE Goal Advertisements for the new 2025-2027 three-year goal on the CLIENT's website for a minimum of 30 days.
 - d. Finalize and submit new 2025-2027 three-year goal to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted.
 - e. Update sponsor's DBE Program Plan and submit to FAA Civil Rights for review and approval.
9. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
10. Attend one (3) meetings with the Fallon City Council during the project in order to keep City staff and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
11. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will assist with and review six (6) sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. Task 020: Preliminary Design Phase

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit.
2. Administer design Surveying Subconsultant contract and coordinate delivery of work product. Obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is the location for the new taxilane, connector taxiway relocation, and taxilane extension. The new taxilane/relocate connector taxiway area is generally located between the central and north GA aprons, along Taxiway A to the southwest of Taxiway M; the extend taxiway area is northeast of the existing hangar area.

The survey area shall be as indicated on the survey exhibit provided. The pavement and shoulder surfaces and established millings road within this area shall be section surveyed on 50-ft stations. The undeveloped ground within this area shall be surveyed on a 100-ft by 100-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas are approximately 33,700 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2 safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer four (4) test pits on the future taxiway areas to a depth of 6-feet or refusal.

Data shall be collected on the soil type, existing asphalt condition, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. A sieve analysis shall be performed on both the base course and subbase for each core/bore location. The sieve analysis for base course should include the following classifications: percentage by weight passing sieves of 1-inch, ¾-inch, No. 4, No. 40, No. 200, and 0.02 mm. The sieve analysis for subbase course should include the following classifications: percentage by weight passing sieves of 3-inch, No. 10, No. 40, No. 200, and 0.02 mm. Ground water depth shall be recorded if encountered. Two California Bearing Ratio (CBR) tests shall be performed on two of the bore log samples at a depth of 18-inches which is the anticipated depth of subgrade.

The geotechnical engineer shall coordinate with the Engineer to determine exact core/bore log locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2 safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the cores/bore logs shall be taken during nighttime hours. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personal for closure time and date.

The geotechnical firm shall submit one electronic of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Analyze the geotechnical testing data to determine the most cost-effective pavement design for the new pavement sections. Hold a meeting with the CLIENT and FAA at the Airport to present findings of the Geotechnical Testing. Define critical aircraft for the pavement design of the project and

develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6. This will include calculating and reporting the Airport Pavement Strength- PCR.

5. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.
6. Inquire of FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.3(b). Prepare a Categorical Exclusion Form including the existing cultural resource survey for the Airport and a detailed project area map for delineation of planned scope of work. Environmental work beyond that described will be considered as additional work.
7. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
8. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require fifteen (15) plan sheets including:
 - Sheet 1 – Cover
 - Sheet 2 – Construction Layout Plan
 - Sheet 3 – Operation & Safety Plan- Phase 1
 - Sheet 4 – Demolition Plan West Half
 - Sheet 5 – Demolition Plan East Half
 - Sheet 6 – Typical Sections
 - Sheet 7 – Grading & Drainage Plan East Half
 - Sheet 8 – Grading & Drainage Plan West Half
 - Sheet 9 – Plan & Profile Hangar Taxiway
 - Sheet 10 – Plan & Profile Taxiway Extension West Half
 - Sheet 11 – Plan & Profile Taxiway Extension East Half
 - Sheet 12 – Plan & Profile Connector Taxiway
 - Sheet 13 – Pavement Marking Plan
 - Sheet 14 – Pavement Marking Details
 - Sheet 15 – Civil Details
9. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 “Standards for Specifying Construction on Airports” including the current Regional Notice published by the FAA Airports Districts Office.
10. Prepare a preliminary Engineer’s Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
11. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2 for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
12. Prepare the preliminary Engineer’s Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
13. Conduct in-house quality control/quality assurance review of preliminary design documents.
14. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the City, attendance by the Project Manager. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.

15. Prepare and submit four (4) FAA Form 7460's to airspace the project limits, including staging area.
16. Submit electronic copy of preliminary documents to FAA and CLIENT for approval.

C. Task 030: Final Design Phase

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit electronic copy of final documents to FAA and CLIENT for approval.

D. Subtask 040: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to the FAA Phoenix Airports District Office and the NDOT Aviation State Manager. It is anticipated that J-U-B will coordinate and attend an ACIP meeting via teleconference.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.

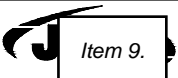
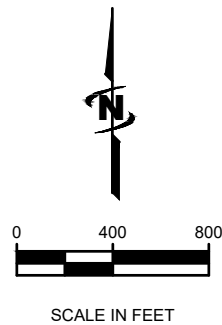
Item 9.

J-U-B Engineers, Inc. Fee Estimate (Design Phase)

89

Date Created: 2/12/2025 JUB.COM\CENTRAL\CLIENTS\FALLON\RESOURCES\ACIP\2025\FLX.ACIP.25-30.DWG

FY	ITEM NO.	ITEM
2025	①	RECONSTRUCT WEST PORTION TAXILANES (CONSTRUCTION)
2025 BIL	ⓑ1	RELOCATE TAXIWAY G (CONSTRUCTION)
2025 BIL	ⓑ1	EXTEND NE-SW TAXILANE (DESIGN ONLY)
2025 BIL	ⓑ1	CONSTRUCT NEW TAXILANE (DESIGN ONLY)
2026	②	EXTEND NE-SW TAXILANE (BIDDING & CONSTRUCTION)
2026	②	CONSTRUCT TAXILANE (BIDDING & CONSTRUCTION)
2027	③	REHABILITATE AIRFIELD PAVEMENTS (DESIGN & CONSTRUCTION)
2028	④	REPLACE PAPI'S, SEGMENTED CIRCLE, & LIGHTED WINDCONE WITH LED (DESIGN & CONSTRUCTION)
2029	⑤	SNOW REMOVAL EQUIPMENT STORAGE BUILDING (DESIGN & CONSTRUCTION)
2030	⑥	ACQUIRE BI-DIRECTIONAL TRACTOR WITH SNOW BLOWER & BROOM ATTACHMENT



Engineers • Surveyors • Planners

JU-B ENGINEERS, INC.
5190 Neil Rd
Suite 500
Reno, NV 89502
Phone: 775.852.1440
www.jub.com

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NO.	REVISION	DESCRIPTION	BY	DATE

CAPITAL IMPROVEMENT PLAN
FALLON MUNICIPAL AIRPORT (FLX)

CAPITAL IMPROVEMENT PLAN
FISCAL YEARS 2025-2030

FILE: FLX.ACIP.25-30
JOB PROJ. #: 45-21-005
DRAWN BY: MW
DESIGN BY: MW
CHECKED BY: DEM

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/29/2025

SHEET NUMBER
1 90



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 11, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd, Public Works Director
 AGENDA ITEM TITLE: Consideration and possible action to approve a design contract with Van Woert Bigotti of Reno, NV, in order to provide design and engineering services for a Fixed Base Operations Facility at the Fallon Municipal Airport, in the amount of Two Hundred Thirty Thousand Four Hundred Dollars (\$230,400). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Formal Action/Motion | <input type="checkbox"/> Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve a design contract with Van Woert Bigotti of Reno, NV, in order to provide design and engineering services for a Fixed Base Operations Facility at the Fallon Municipal Airport, in the amount of Two Hundred Thirty Thousand Four Hundred Dollars (\$230,400). **(For possible action)**

DISCUSSION: The City of Fallon (City) was awarded \$825,000 during the 2022-2023 Congressionally Directed Spending cycle in order to assist in the construction of a new Fixed Base Operations Center (FBO) at the Fallon Municipal Airport (FLX). The current FBO serves as the sole gateway to our community for those traveling by air. Constructed in 1945, the current FBO no longer serves the needs of our community nor is it a candidate for rehabilitation.

On March 14, 2025, the City released a Request for Statements of Qualifications for consultants interested in providing airport architectural consultant services for the demolition and reconstruction of a new FBO at FLX. Two (2) Statement of Qualifications were received and ranked by the evaluation committee. Van Woert Bigotti ranked the highest among the submissions.

The objective of the request was to select a highly qualified team with full-service architectural design expertise capable of producing documents for design, bidding and construction in accordance with FAA standards.

City Staff recommends an approval with Van Woert Bigotti for the services referenced.

FISCAL IMPACT: \$230,400

FUNDING SOURCE: 2022 Congressionally Directed Spending

PREPARED BY: Brian Byrd

June 9, 2025

Brian Byrd
55 W. Williams Avenue
Fallon, NV 89406

Re: Fallon Municipal Airport Fee Proposal

Dear Brian,

Van Woert Bigotti Architects (VWB) and our consulting team is pleased to offer you our proposal for Architecture and Engineering for the new Fallon Municipal Airport Fixed Base Operations Center (FBO).

The consulting team we've agreed upon is as follows:

Architecture – Van Woert Bigotti Architects
Civil Engineering – J.U.B.
Structural – Shields Engineering
Mechanical/Plumbing – Ainsworth Associates
Electrical – PK Electrical

Based on our conversation last week, we understand that the project scope includes 2,500-3,000 square feet of new structure including the demolition of the existing FBO structure. Our fee described below includes a full-service A/E scope from Schematic Design through Construction Administration. At this time, we have not included a Cost Estimator. We will design with efficiency and your budget in mind. However, we cannot control market conditions or contractor pricing, so we cannot guarantee or be held responsible for the final construction cost or bid amounts.

For this scope described herein, our request for professional fees is \$230,400.

Additional required engineering not listed is excluded. Any scope alterations including but not limited to unforeseen conditions, adding FF&E into the scope, or adding project scope or size, will warrant an additional fee request. Civil scope is relative to the building only, and excludes environmental reports, off-site infrastructure, and fees to agencies.

This proposal includes all meetings, travel, printing, and other reimbursables to complete the project.

Thank you for trusting us with this important project for the City of Fallon. Please call if you have any questions or comments.

Sincerely,



Angela Bigotti-Chavez,



Danielle Fabri, AIA



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 11, 2025
 AGENDA DATE: June 17, 2025
 TO: The Honorable City Council
 FROM: Brian Byrd
 AGENDA ITEM TITLE: Consideration and possible action to approve a construction contract with Cheek Construction of Fallon, Nevada in order to complete the National Fitness Campaign Fitness Court Studio Concrete Slab, in the amount of Forty-Nine Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$49,915.00). **(For possible action)**

TYPE OF ACTION REQUESTED:

Resolution	Ordinance
(X) Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve a construction contract with Cheek Construction of Fallon, Nevada, in order to complete the National Fitness Campaign Fitness Court Studio Concrete Slab, in the amount of Forty-Nine Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$49,915.00). **(For possible action)**

DISCUSSION: The City of Fallon (City) was awarded \$50,000 to participate in the 2025 Renown Health Program in association with the Nation Fitness Campaign. Fallon's application was selected on the basis of our community's commitment to public health and fitness options in our park spaces.

The Scope of Work includes, but is not limited to, the furnishing and installation of all site work, cast-in-place concrete work, reinforcing steel, dowels, concrete curing, formwork, chamfer strips, crack joints, construction joints, expansion joints and accessories.

The project was solicited to six (6) qualified contactors on June 3, 2025. Two (2) contractors submitted bids on June 9, 2025. Of the two (2) bids received, Cheek Construction was the lowest bidder.

City staff recommends approval of a construction contract with Cheek Construction.

FISCAL IMPACT: \$49,915 Construction Contract

FUNDING SOURCE: 2025 Medium Term Bond

PREPARED BY: Brian Byrd, Director of Public Works

TO BE PRESENTED TO COUNCIL BY: Brian Byrd, Director of Public Works



Congratulations!

Fallon, NV has been selected as a 2025 Renown Health Campaign Grant Recipient!

Dear Mr. Zimney,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that the City of Fallon has been selected as a grant eligible partner in the 2025 Renown Health Campaign! This notification letter confirms eligibility for one (1) 2025 NFC Grant of \$50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$50,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Brian Hudson – as your dedicated partner and champion in support of this partnership. Over the coming months, Brian will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 Renown Health Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2025 Renown Health Campaign, and we look forward to making world-class fitness free in Fallon, NV!

Best in Fitness,

Mitch Menaged, Founder



Fallon, NV - National Fitness Campaign

2025 Funding Cycle Grant Program Requirements (GPR)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

PHASE 1

MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **On or Before: 2/5/2025**

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Remaining Funding Requirement: \$155,000 (funding required after grant)**
 - **Local Artist Grant Program Funding: \$25,000**
- **On or Before: 4/9/2025**

****All external fundraising must be secured no later than 120 days from the Notice of Award****

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: Within 2-4 weeks from completion of Milestone 2**

PHASE 2

MILESTONE 4: PLANNING, DESIGN & ART

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Timeline: May 2025**

(Continued on Next Page)

**MILESTONE 5: CONCRETE SLAB INSTALLATION**

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 14 days before Fitness Court® installation, Spraylock additive required). Fill out the concrete slab inspection form upon completion.
 - **Estimated Funding Requirement: \$0-45,000 (estimate for local concrete bid)**
 - **Timeline: June 2025 - pending weather**

MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Approved Installation Network (AIN) is recommended pending local procurement requirements and policies.

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - **Estimated Funding Requirement: \$36,000 (to approved installation network)**
- **Timeline: July 2025 - pending weather**

MILESTONE 7: PRESS LAUNCH RIBBON CUTTING CEREMONY

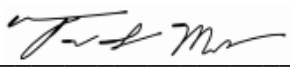
Summary: Hold Fitness Court® press launch & ribbon cutting event (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, train ambassadors, hold launch within campaign year (weather permitting)
- **Timeline: August 2025 - pending weather**

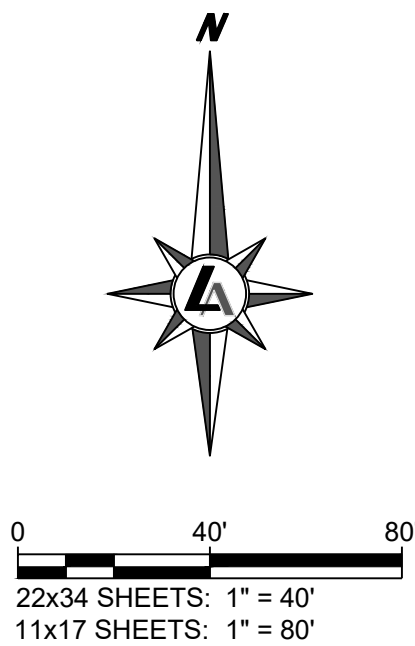
MILESTONE 8: ATTEND OFFICIAL WELCOME TO CAMPAIGN VIRTUAL CALL

Summary: Attend NFC's official Welcome to Campaign call to share success of launch, initiate Fitness Court warranty, receive tools & services for Fitness Court activation, establish connection to long-term NFC Relationship Management Team

- Requirement: Schedule call with NFC & Local Leadership to attend Welcome to Campaign call. **Call completes formal grant obligations.*
- **Deadline: Scheduled within 2 weeks post Launch Event (Milestone 7)**

G.P.R. Authorized by:  Trent Matthias - Campaign Director

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308 N. CURRY ST., STE. 200
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CITY OF FALLON
LAURA MILLS PARK
ALL IMPROVEMENTS
CONCEPTUAL LAYOUT
FALLON
CHURCHILL COUNTY
NEVADA

REV	DATE	DESCRIPTION	BY

PRELIMINARY
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JANUARY 24, 2025

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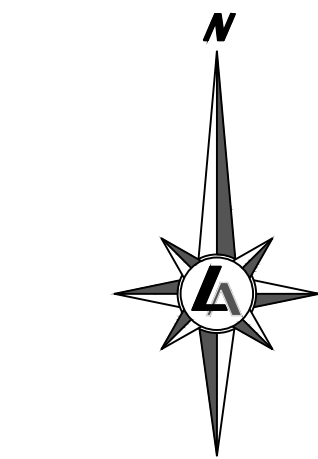


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0 40' 80'
22x34 SHEETS: 1" = 40'
11x17 SHEETS: 1" = 80'



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CITY OF FALLON

LAURA MILLS PARK

PHASE 1

CONCEPTUAL LAYOUT

FALLON

CHURCHILL COUNTY

NEVADA

REV	DATE	DESCRIPTION	BY

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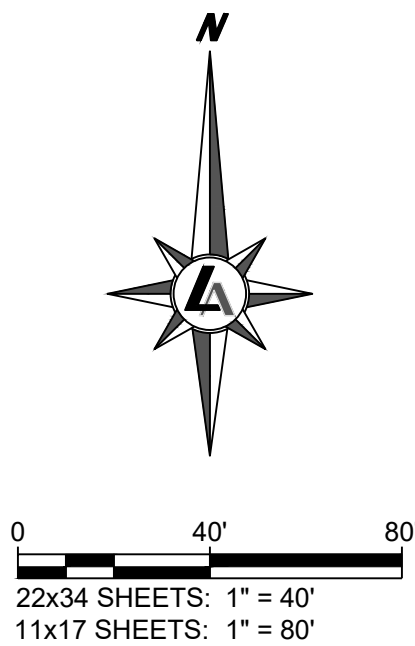
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CITY OF FALLON

LAURA MILLS PARK
PHASE 2
CONCEPTUAL LAYOUT

NEVADA
CHURCHILL COUNTY
FALLON

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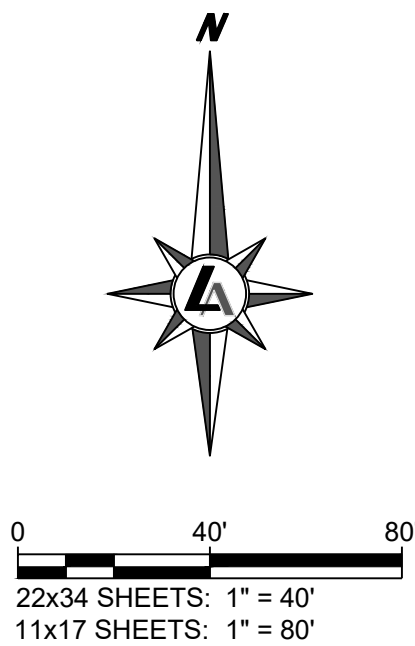
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CITY OF FALLON
LAURA MILLS PARK
PHASE 3
CONCEPTUAL LAYOUT
FALLON
CHURCHILL COUNTY
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JANUARY 24, 2025

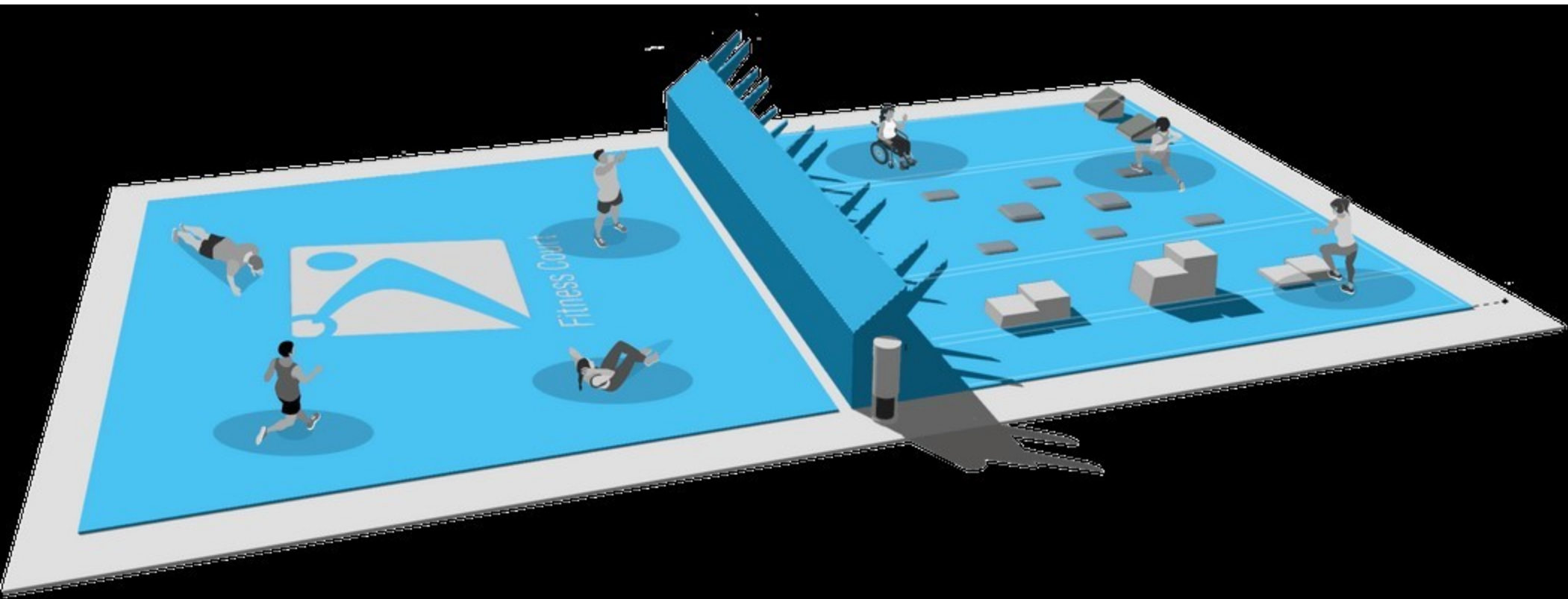
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JOB NO.:





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: June 4, 2025
AGENDA DATE: June 17, 2025
TO: The Honorable City Council
FROM: Ronald D. Wenger, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for March 2025 (For discussion only)
TYPE OF ACTION REQUESTED:
Resolution Ordinance
Formal Action/Motion (X) Other – Discussion Only

POSSIBLE COUNCIL ACTION: For Review Only

DISCUSSION: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE: N/A.

PREPARED BY: Emily Rasmussen

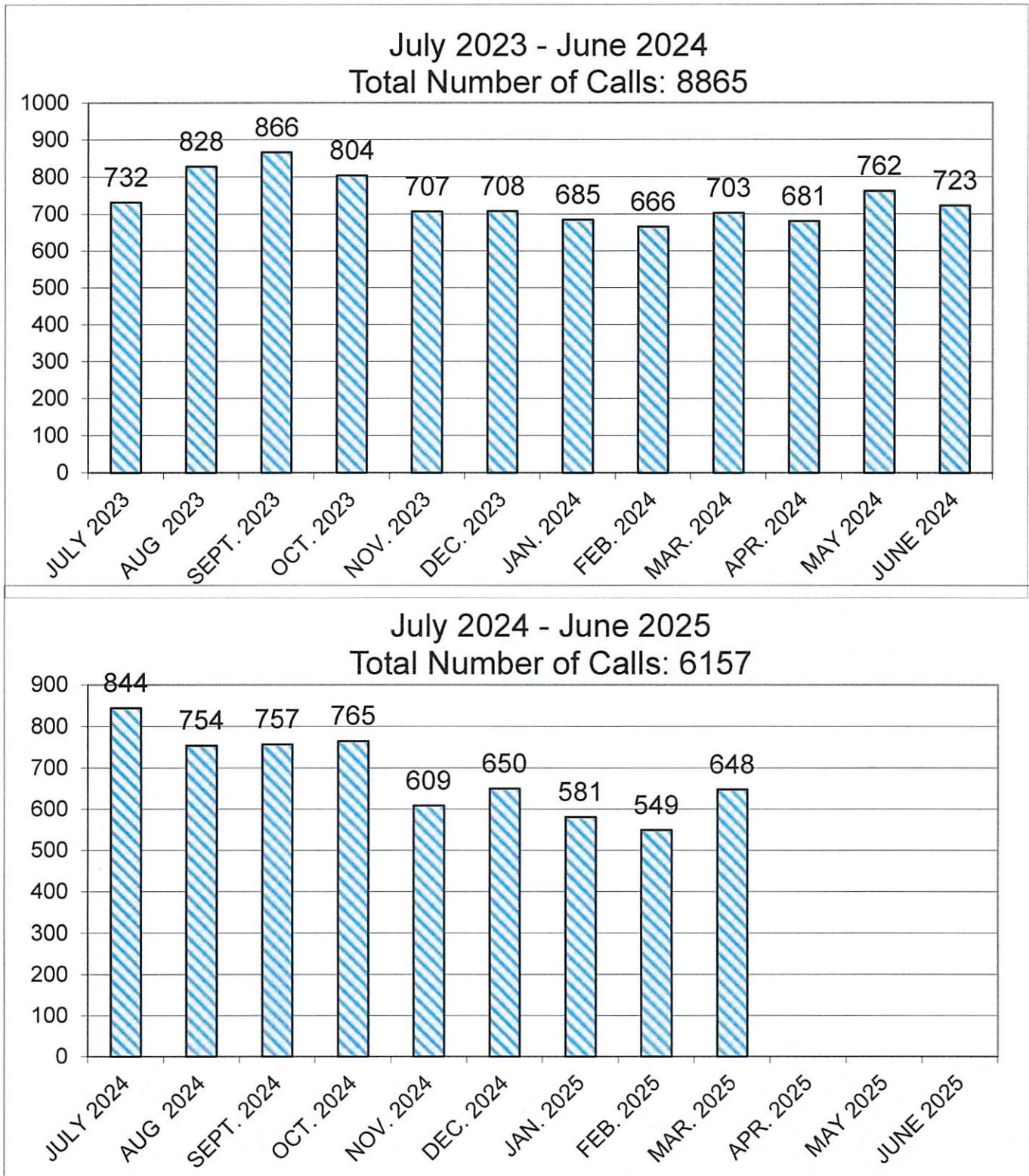
PRESENTED TO COUNCIL BY: Chief Ron Wenger

MONTHLY ACTIVITY REPORT



March 2025

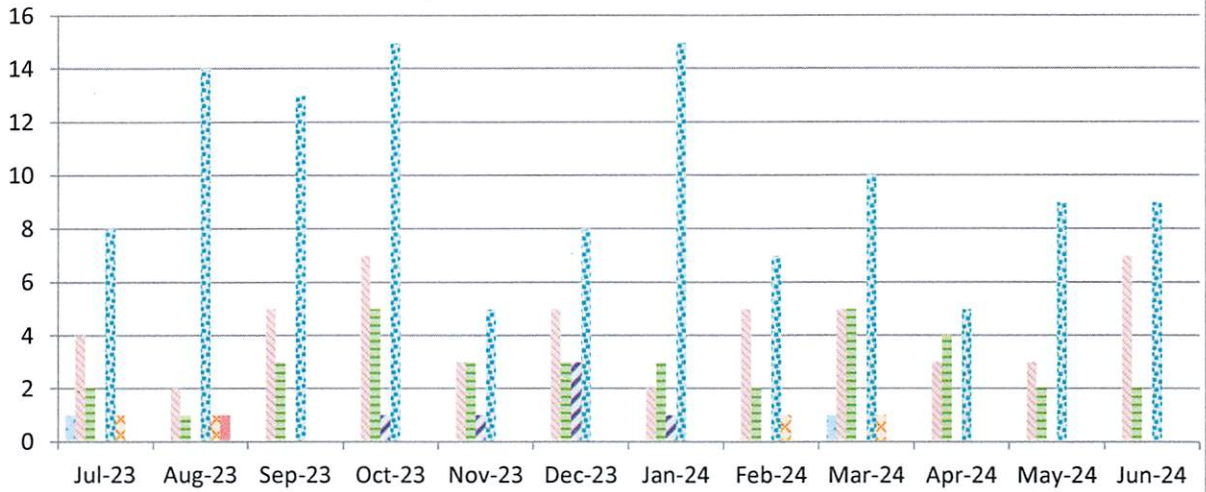
Calls for Service / Total Incidents Reported



Crime Summary

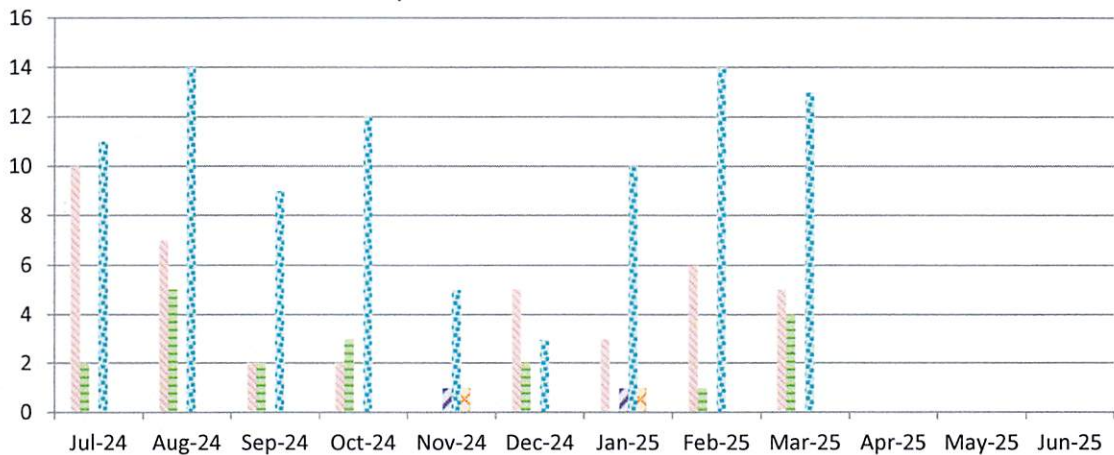
Item 12.

July 2023 - June 2024



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Sex Offense	1	0	0	0	0	0	0	0	1	0	0	0
Domestic Battery	4	2	5	7	3	5	2	5	5	3	3	7
Battery Assaults	2	1	3	5	3	3	3	2	5	4	2	2
Stolen Vehicle	0	0	0	1	1	3	1	0	0	0	0	0
Larceny	8	14	13	15	5	8	15	7	10	5	9	9
Burglary	1	1	0	0	0	0	0	1	1	0	0	0
Robbery	0	1	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0

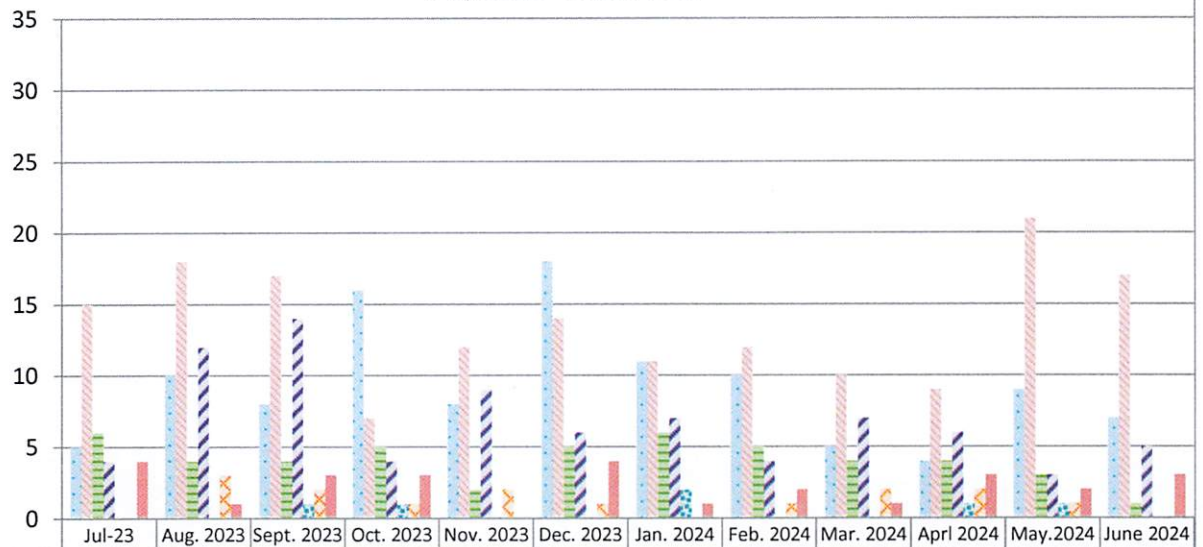
July 2024 - June 2025



	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Sex Offense	0	0	0	0	0	0	0	0	0			
Domestic Battery	10	7	2	2	0	5	3	6	5			
Battery Assaults	2	5	2	3	0	2	0	1	4			
Stolen Vehicle	0	0	0	0	1	0	1	0	0			
Larceny	11	14	9	12	5	3	10	14	13			
Burglary	0	0	0	0	1	0	1	0	0			
Robbery	0	0	0	0	0	0	0	0	0			
Homicide	0	0	0	0	0	0	0	0	0			

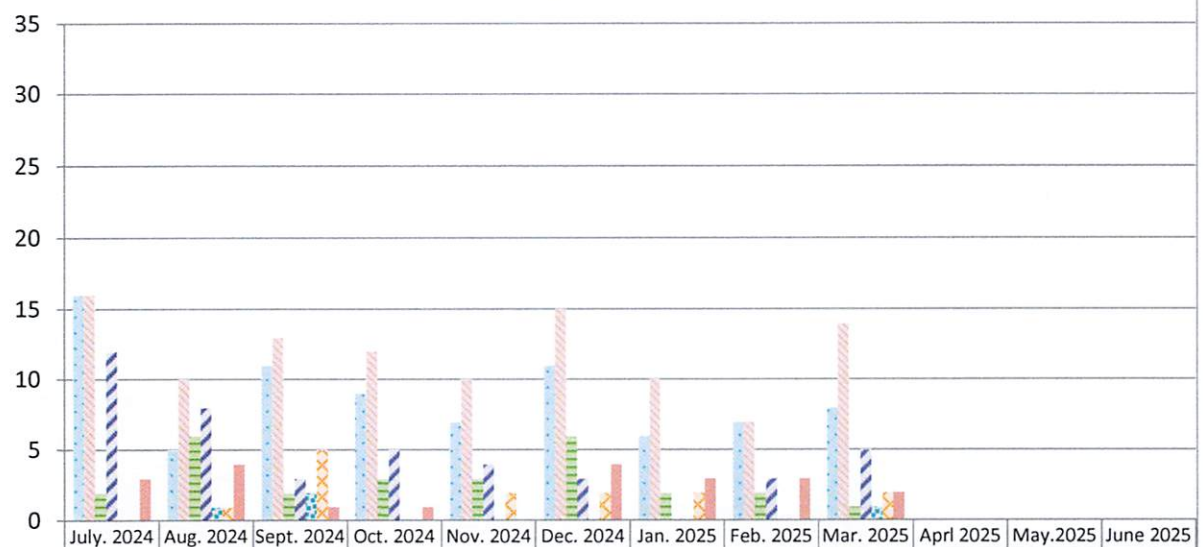
Arrest Summary

July 2023 - June 2024



Felony/GM	5	10	8	16	8	18	11	10	5	4	9	7
Misd.	15	18	17	7	12	14	11	12	10	9	21	17
DUI's	6	4	4	5	2	5	6	5	4	4	3	1
Juvenile Misd.	4	12	14	4	9	6	7	4	7	6	3	5
Juvenile Felony/GM	0	0	1	1	0	0	2	0	0	1	1	0
CPC's	0	3	2	1	2	1		1	2	2	1	0
Domestic Violence	4	1	3	3	0	4	1	2	1	3	2	3

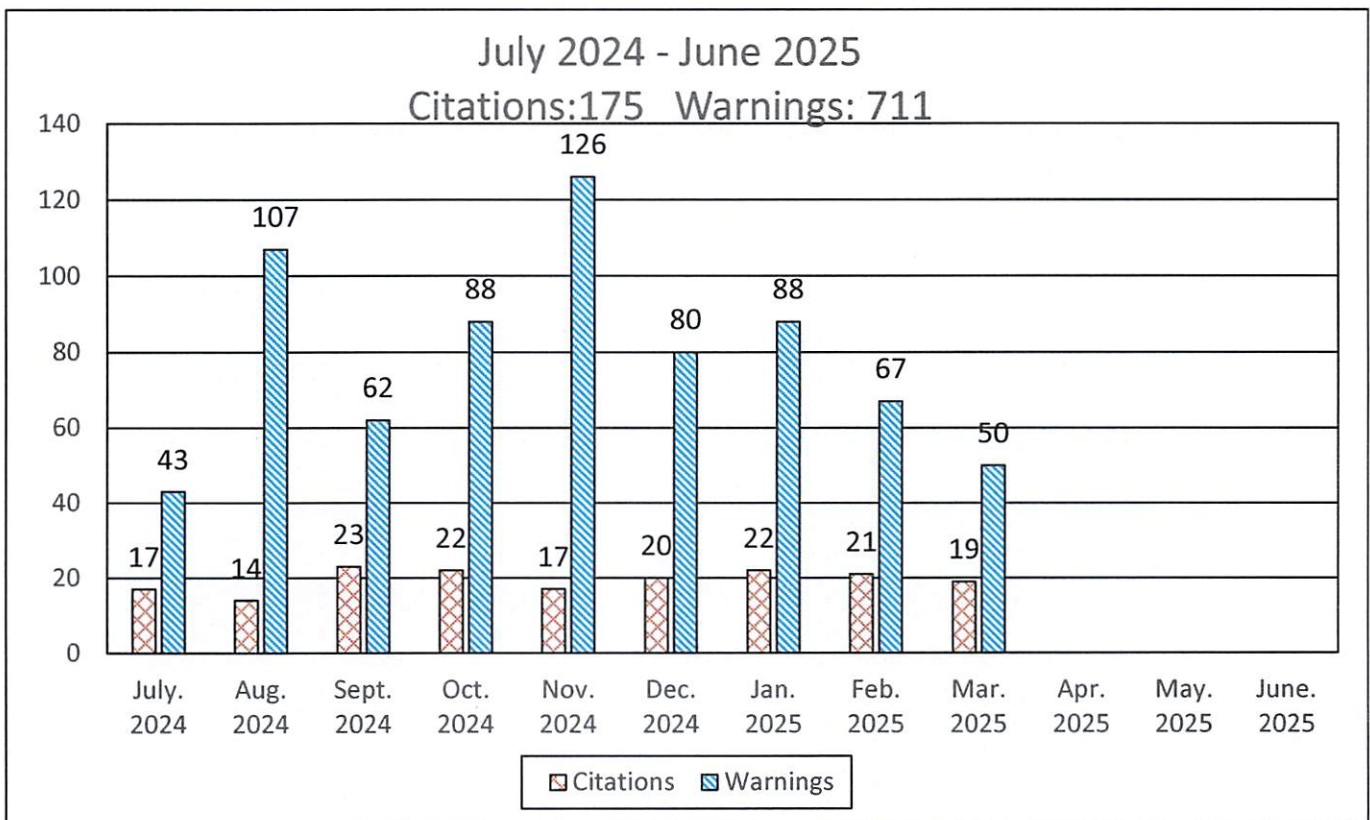
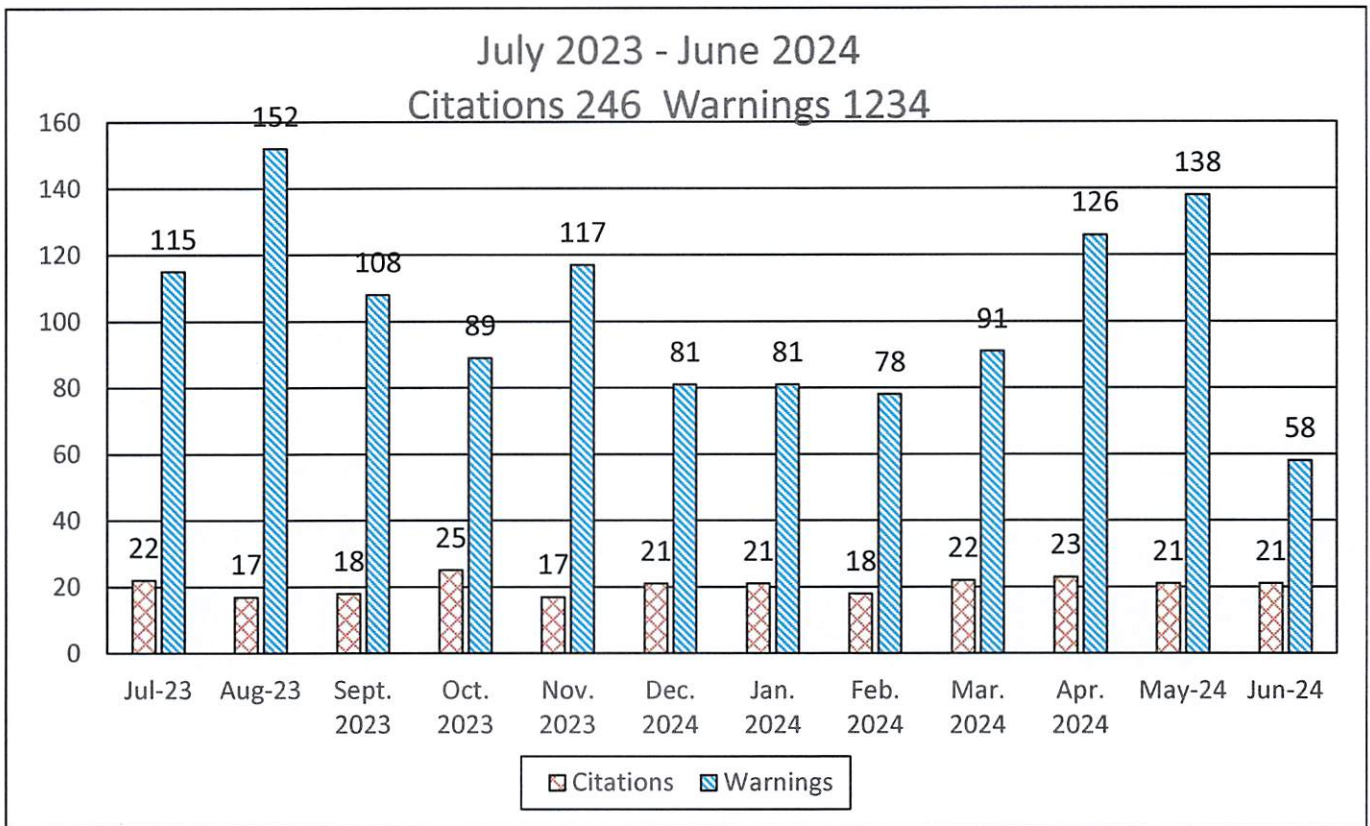
July 2024 - June 2025



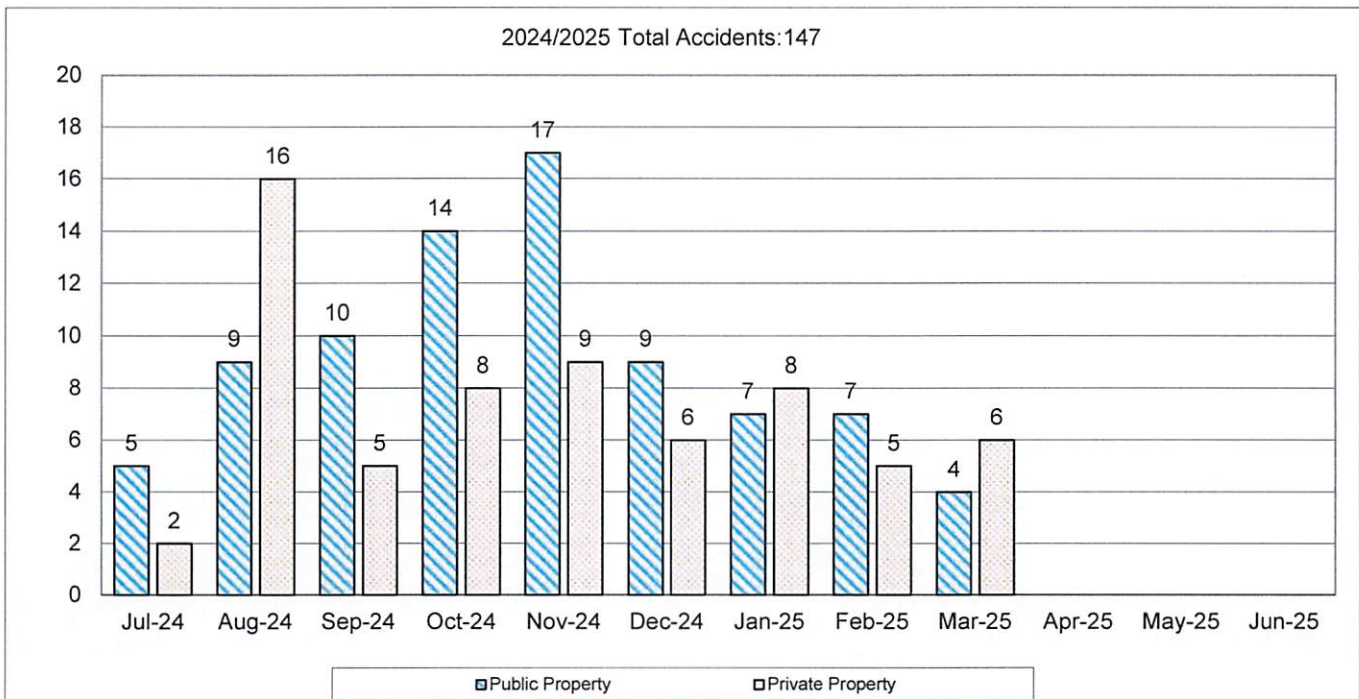
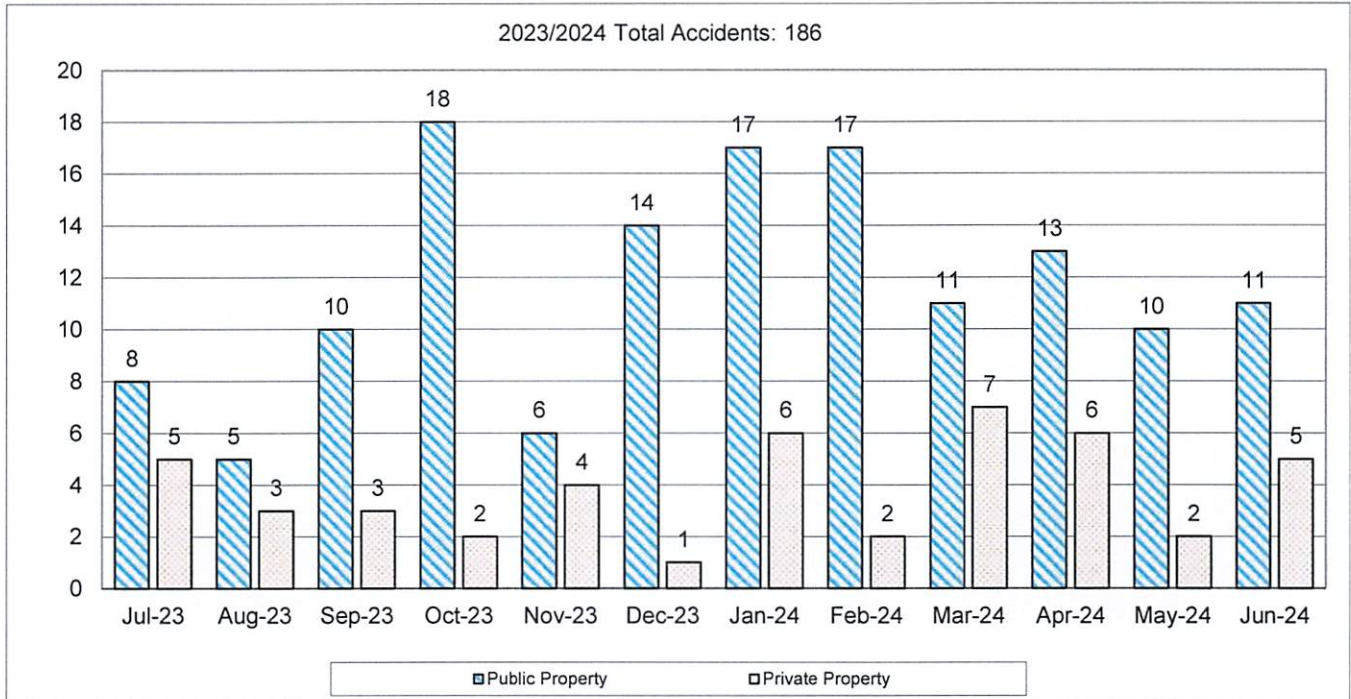
Felony/GM	16	5	11	9	7	11	6	7	8			
Misd.	16	10	13	12	10	15	10	7	14			
DUI's	2	6	2	3	3	6	2	2	1			
Juvenile Misd.	12	8	3	5	4	3	0	3	5			
Juvenile Felony/GM	0	1	2	0	0	0	0	0	1			
CPC's	0	1	5	0	2	2	2	0	2			
Domestic Violence	3	4	1	1	0	4	3	3	2			

Moving Citations Traffic Warnings

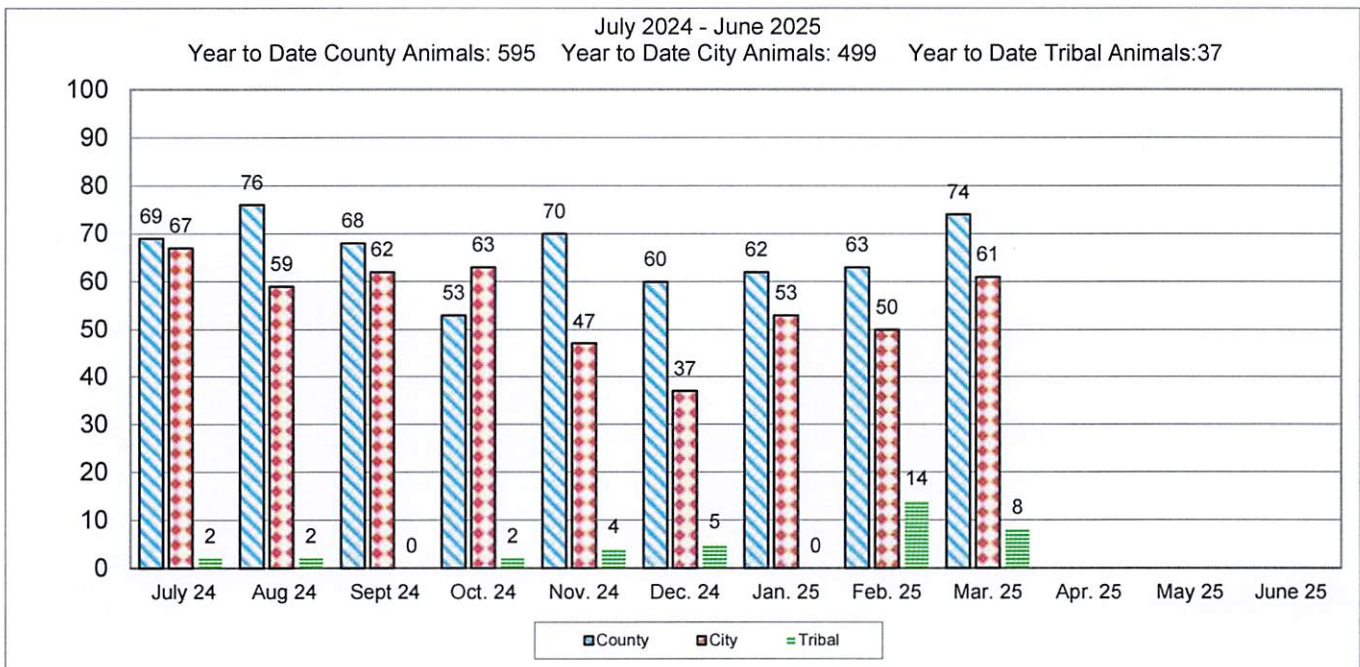
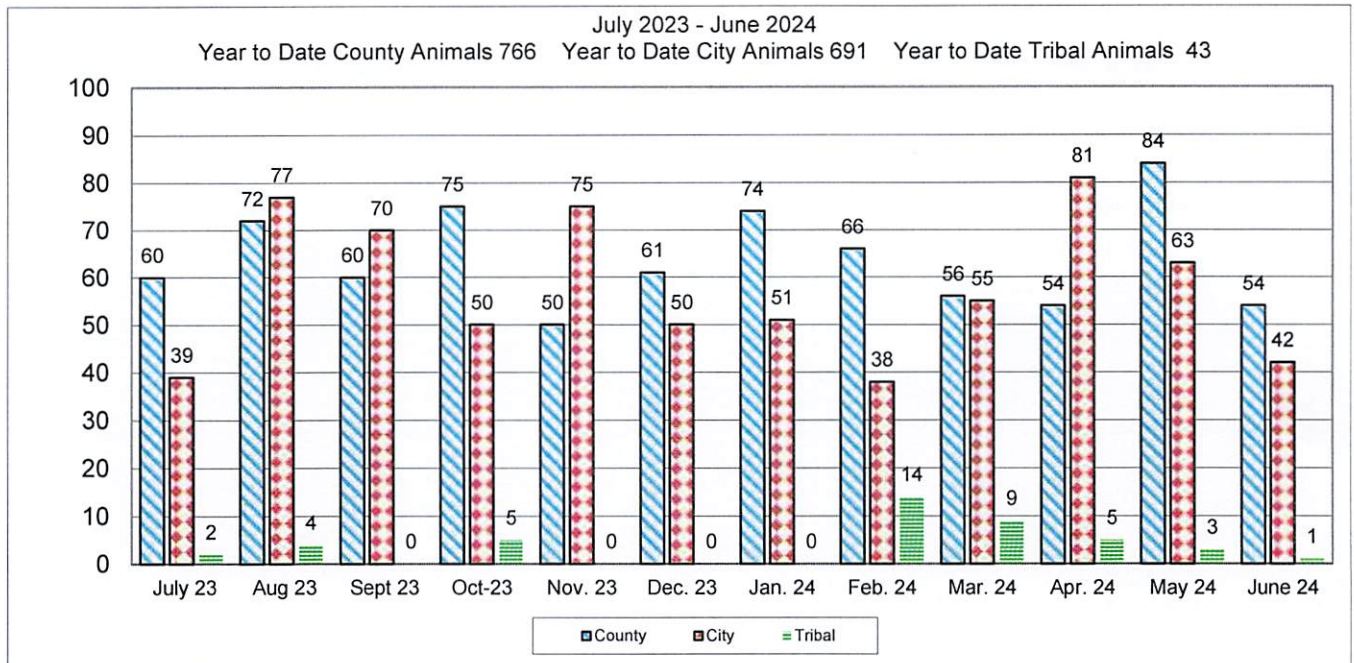
Item 12.



Traffic Accidents



Animal Shelter Services



**Fallon Police Department
Activities / Special Events
March 2025**

ASSISTANCE

During the month of March, we provided no (0) hotel room.

INDOCTRINATION

During the month of March, there was one (1) indoctrination at NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

March 2025 the Fallon Police VIPs volunteered one hundred and four (104) hours to the agency.

OTHER PUBLIC RELATIONS

During March officers conducted special detail for the following:

- On March 6, 2025, Capt. Riley & Ofc. Armbruster painted with kids at Lahontan Elementary School.
- On March 6, 2025, Detective Groom attended the Career Fair and UNR
- On March 19, 2025, Detective Sgt. Perez held a presentation at the Senior Center.
- On March 19, 2025, Sgt. Bernard & Ofc. Aller attended a career day at Oasis Academy.
- On March 28, 2025, Detective Groom held a presentation at CCHS for staff.

BREAKDOWN OF ARRESTS

During the month of March, the Police Department had thirty-three (33) total arrests:

- There were eight (8) felony/gross misdemeanor arrests
- There were fourteen (14) misdemeanor arrests
- There were six (6) juvenile arrests
- There was one (1) DUI
- There were two (2) CPC arrests
- There were two (2) Domestic Violence arrests



Activity Report for March 2025

Total Service Hours	104.0
Training Hours	0
Helping Hand Contacts	22
<i>Vin Inspections</i>	<i>1</i>
<u>Other Assignments:</u> <i>Helping Hand</i>	<i>11 .0 hours</i>