



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV
November 18, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on November 18, 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 April 1, 2025, April 3, 2025, April 15, 2025, April 30, 2025, May 20, 2025 and May 27, 2025. **(For possible action)**
5. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-241-08, consisting of approximately .12 acres, from Vicki L. Carter, Trustee of the Vicki Carter Separate Property Trust, in the amount of forty-eight thousand dollars (\$48,000). **(For possible action)**

7. Consideration and possible introduction of Bill No. 809: An ordinance amending Title 6 of the Fallon City Code to remove specified fines and fees and providing that such fines and fees shall be set by the Chief of Police. **(For possible action) (This agenda item is for possible introduction of the proposed ordinance only. If introduced by a City Councilperson, the Mayor will set a public hearing on the proposed ordinance and 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 comment and then consider possible adoption of the ordinance as introduced or amended.)**
8. Fallon Police Department Monthly Report for September 2025 **(For discussion only)**
9. Public Comments **(For discussion only)**
10. Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on November 13, 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
April 1, 2025**

The Honorable City Council met at 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 Trent deBraga
Deputy City Attorney Sean Rowe
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
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.

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.

Public hearing for Bill No. 803: an ordinance amending Fallon Municipal Code title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within City limits.

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

Arthur Morse of 70 N Russell Street addressed the Council. We desperately need this. These trucks, and their engine brakes, keep me up all night long. I don't sleep that much, because of my back. I get 3-4 hours of sleep, at a shot. I keep getting woken up by people flying down Williams and slamming their engine brakes on because they are speeding, and they are hauling 18,000 pounds. It needs to stop; it is just ridiculous. I heard one, just this morning, walking in, out here, doing 5 miles per hour, pulling up to the light, and he flips his engine brake on. It is like, dude, you don't need that. You don't. It is just habit with them, and I think that they lose track of where they are and what they are doing. We desperately need it. We need a noise ordinance, in general. I have a guy that comes past my house, almost every single day, pulls into the dispensary, across the street from my house, with his stereo blasting so hard, it rattles the dishes in my cupboards. It is ridiculous. Thank you.

Mayor Tedford thanked Mr. Morse for his comments and inquired whether there were any further comments or questions from the public or the Council.

No further comments were noted.

Consideration and possible adoption of Bill No. 803: an ordinance amending Fallon Municipal Code title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within city limits.

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

Councilman Harmon stated he had a question for Chief Wenger. How do you plan on enforcing the ordinance, if passed?

Mayor Tedford stated he would like to make a comment. Once we adopt this ordinance, NDOT will post signs, that will be the first thing that is done, which leads to your question. NHP and City Police would then have something that they can refer to when they get complaints, or they are on patrol. They have something posted that tells the truckers they aren't able to do that anymore. Right now, we don't have anything in place that can be taken to Court for prosecution. We haven't had anything for them to stop them for, yet.

Chief Ron Wenger stated that with the inception of the Municipal Code, we would be able to enforce this, if it was observed in our presence, a Police Officer, we have the

probable cause to stop, and either warn or issue a citation, depending on whether they have been warned before. Typically, what we do in these situations, is give them a month or so for education, letting them know it is not allowed in this City. We log the warnings and if there are additional violations, they could be cited. That is officer discretion. Another way that we could handle it is if we get a citizen's complaint, then we could stop the truck, and talk to them about their brakes. If we have a witness that writes a statement, we will have the ability to either file a long form or a citation, with the citizen's signature.

Councilman stated that answered that question. I am curious, we have a lot of younger patrolmen. I don't know if a lot of them would know what a j-brake even is. Would you agree with that comment? If so, some serious training would have to be done for our enforcement on this, correct?

Chief Ron Wenger stated he agreed. Some training would have to take place on what a j-brake is, how it is used, what it is used for, and what it sounds like. You are correct, we would have to do some training with the younger officers.

Councilman Harmon inquired on the signage. I agree that we would have to put up signs. Do we have any idea of what size signs they would be and where they would be located?

City Engineer Derek Zimney addressed the Council. I have been working with the resident engineer of NDOT, Samuel Thompson, over at District II of NDOT. Our suggestion has been to place one at each entry into the City. Both sides of 50, both sides of 95, and if there is need for additional, like a neighborhood where it is continuous, I am happy to bring up additional reminder signs. He has NDOT standard writing on them, for no use of engine brakes. He has an idea of what signs he would like to see go in the right-away. He has given us leeway to suggest the locations which we are working with him on.

Mayor Tedford inquired if they have a standard size for the signs.

Councilman Harmon stated that we don't know what the standard size is off hand. The reason I bring up the size of the sign is because we have a lot of signs, in town, coming into town, and such. Having worked for NDOT for 30 years, I know what sign fatigue is, and I think that is going to be an issue with enforcing this. I don't think that people are going to notice the sign. I wish there were a way that we could get the word out, more than just 4 signs on the corners, I get that. We have truck drivers coming through town that might only be here once a year, and they don't see the sign, and they hit their jake brakes. I completely agree with you Mr. Morse. I don't agree that they should be using their j-brakes in town. I have a commercial driver's license and have driven trucks. I agree with you. I just don't see how we can enforce this when we have other noises around town, that is, to me, that are disturbing. It is what it is. We have jets flying over all the time that are very loud and noisy. We have in the mornings, in the Springtime, when the farmers are spraying fields, they are right over my house, and that is in the City limits, and that is noisy. I don't see where we can start with just the trucks. In my opinion, I don't see how it is going to be enforceable.

Mayor Tedford stated that we can't start to enforce it unless we have this ordinance. So, we can't even start, unless we have this. My understanding of the industry, and only because my uncle had a trucking company, and I didn't run it. These guys talk amongst themselves on those radios of theirs. I think with the proper enforcement, and I am not saying it is perfect, but when you start stopping people, and start doing your warnings, and then you start doing your ticketing, they start talking on those radios saying, when you go through Fallon, you shouldn't use your jake brakes, or you are going to get a ticket. The word-of-mouth spreads through those truckers, faster than we can spread it ourselves, with

signage. That is all I know from listening to those guys that were driving. I know that without this, we can't start. I know from being on E Williams, my business, once I leave here, and go to work, I hear them all day, coming off the Austin Hwy, trying to slow down getting into town. They are using those engine brakes, all of the time. So, you can go out there for training, if you want to for training. You can hear them there because the first place they have to stop, after they leave Austin, it is right here on this corner. So, all I know is that this isn't going to be perfect, Councilman, but it is a start. This isn't going to diminish all of the other noises we have in the community, nor do I think you expect it, or do we expect, to diminish the noises but this is a loud piercing noise that we do have some kind of control over, once we adopt this ordinance, but we have no control over it right now. Zero control. It is like not having a 25-mph speed limit in the City, we can't go to Court and ask for it to be prosecuted because we don't have an ordinance. All that I know is that we need this to get started and you aren't the first complaint that we have had. I think that is just something that is necessary. We have had a lot of this loud noise that Paul has talked about. If there is a way that we can quiet the City, we try to do that, but it is pretty impossible to try to do. I know Governor Guinn tried to put a bill through the Legislature about boomboxes in cars and he somehow didn't get very far, even Governor Guinn didn't. He told me that he thought they were very irritating in neighborhoods, and I told him that I agreed, and I was looking forward to that bill passing. That is all I can say. I am in favor of this bill and have been since it has come forward through the City Attorney's office.

Councilman Harmon stated he wanted to reiterate that he agrees the drivers shouldn't be using the j-brakes in City limits. I just don't know where we start on truck drivers and where we are going to end with kids with straight pipes, on their cars being noisy and loud. I don't know if we have an ordinance against. That is just my point on that. Thank you.

Mayor Tedford stated that he doesn't know where we will end. It is up to you all where we end and start because you are the one that makes these rules. I will be honest with you, we have been doing this for a long time, and we haven't made very many rules. We don't make many rules that we find that aren't enforceable. This one, I think, is enforceable, and is okay by me.

Councilwoman Frost stated that she always notices the signs in Mina, on 95 South. They are there and very visible to me, but maybe I am a really good driver, I don't know. I think this is a start in eliminating, or trying to diminish, some of the noise that is going on in our community and disturbing the people in our community. So, I am in favor of it. Thank you.

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

No further comments were noted.

Councilwoman Frost motioned to adopt Bill No. 803: an ordinance amending Fallon Municipal Code title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within city limits; seconded by Councilwoman Kent and approved by a 2-1 vote, Councilman Harmon opposed.

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 and Staff reports.
No reports were noted.

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
April 3, 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
Chief of Staff Bob Erickson
City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
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

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.

Mayor Tedford stated that Councilman Harmon is out-of-town and would not be present 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.

Consideration and possible approval and adoption of Resolution No. 25-04-02: A resolution augmenting the Fiscal Year 2024-2025 budget of the General Fund in the amount of Two Million Three Hundred Forty-Four Thousand Dollars (\$2,344,000) and other matters properly related thereto.

City Clerk Treasurer Michael O'Neill stated that NRS 354.598005 authorizes the City to augment a budget when anticipated resources actually available during a budget period exceed those estimated. The City must comply with NRS 354.598005 and NAC 354.400 through 354.490, inclusive, in order to properly augment a budget. Pursuant to NRS 354.598005(1)(a), in order to augment the appropriations of a fund to which ad valorem taxes allocated as a source of revenue, the City Council must adopt a resolution reciting the appropriations to be augmented and the nature of the unanticipated resources intended to be used for the augmentation. Additionally, publication of notice at least three days prior to when a vote may be taken is required. The attached proposed Resolution satisfies the requirements of both the Nevada Revised Statutes and the Nevada Administrative Code and notice of the Council's intention to act on the proposed Resolution was published in the Fallon Post on March 28, 2025. If approved, the proposed Resolution will augment the budget of the General Fund to properly account for the resources and expenditures of the fund. As a sidenote, there was a small typo in the original Resolution, as published. It listed the Opening Fund Balance Adjustment as One Million Seven Hundred Fifty-One Thousand Dollars (\$1,750,000), and it should have been One Million Seven Hundred Fifty-Four Thousand Dollars (\$1,754,000). The total augmentation amount was correct and was published correctly.

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

No comments were noted.

Councilwoman Kent motioned to adopt Resolution No. 25-04-02: A resolution augmenting the Fiscal Year 2024-2025 budget of the General Fund in the amount of Two Million Three Hundred Forty-Four Thousand Dollars (\$2,344,000) and other matters properly related thereto; seconded by Councilwoman Frost and approved with a 2-0 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 and Staff reports.

No reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:03 a.m.

Mayor Tedford

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

DRAFT

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
April 15, 2025**

The Honorable City Council met at 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 Trent deBraga
City Clerk Treasurer Michael O'Neill
Deputy Public Works Adrian Noriega
Chief Ron Wenger
Captain Daniel Babiarz
City Engineer Derek Zimney
Director of Tourism Jane Moon
Emergency Manager Steve Endacott
Judge Pro Tem Charlie Knittle

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 application by Hannah Fisk for an on-premises drinking establishment liquor license for Fisk Peak LLC dba: Peachy Queens Traveling Tavern, based at 960 Auction Road Suite D, Fallon, Nevada.

City Clerk Treasurer Michael O'Neill stated that Hannah Fisk, owner of Fisk Peak LLC dba: Peachy Queens Traveling Tavern, has made an application for on-premises drinking establishment liquor license for Fisk Peak LLC dba: Peachy Queens Traveling Tavern based at 960 Auction Road Suite D, 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 recommends a conditional on-premises drinking establishment liquor license that allows the applicant to sell liquor at a special events and private parties only. The application has been reviewed by Chief Ron Wenger, 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. Hannah is here if you have any questions.

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

Councilwoman Frost inquired on where the trailer would be stored.

Hannah Fisk addressed the Council. The trailer is stored in Reno and we will bring it here only for special events, but it is stored in Reno.

Councilman Harmon reiterated that this was an on-premises application located at 960 Auction Road Suite D.

Hannah Fisk confirmed. That is where the license will be held.

Councilman Harmon inquired if she would still be traveling for special events.

City Attorney Trent deBraga stated that these applications are different because they are mobile. They don't exactly align with our code. I know, in the past, we did the on-premises liquor license because it is being sold from the trailer. You could probably do an on or off premises license, but to be consistent with the ones we have done in the past, we are doing it as on premises license.

Councilman Harmon stated he understood. It is for private parties and special events only.

Mayor Tedford stated that we don't have a mobile liquor license application, so this is how we handle these. Are there any further comments or questions from the public or the Council?

No further comments were noted.

Councilwoman Frost motioned to approve the application by Hannah Fisk for an on-

premises drinking establishment liquor license for Fisk Peak LLC dba: Peachy Queens Traveling Tavern, based at 960 Auction Road Suite D, Fallon, Nevada; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Parcel Map for Gregory J. Berry to split Churchill County Assessor's Parcel Number 001-191-27, commonly known as 1080 W Williams Ave, Fallon, Nevada, into two parcels.

City Engineer Derek Zimney stated Gregory J. Berry, owner of Churchill County Assessor's Parcel Number 001-191-27 has made an application and submitted a map to split his property at 1080 W Williams Avenue. This parcel map will create two parcels, Lot 3A as depicted on the map consisting of 6,428 square feet, and Lot 3 as depicted on the map consisting of approximately 23,930 square feet. These parcels are located within C-2 zoning. Any development of improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements.

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

No comments were noted.

Councilman Harmon motioned to approve a Parcel Map for Gregory J. Berry to split Churchill County Assessor's Parcel Number 001-191-27, commonly known as 1080 W Williams Ave, Fallon, Nevada, into two parcels located within C-2 zoning; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Fallon Police Department Monthly Report for January 2025

Chief Ron Wenger presented the January monthly report. The report will compare the 2024 crime, traffic stops, and traffic accident statistics to January 2025. Total calls-for-service this month were 581.

- Crime Summary: 3 total Domestic Batteries; 0 Battery.
- Theft Calls: 10 total thefts for various items.
- Arrest Summary: 23 total arrests.
- Moving Citations/Traffic Warnings: 110 traffic stops were made; 22 issued citations.
- Public/Private Property Accidents: 15 total accidents.
- Animal Shelter Services: Total – 115; Churchill County – 62; City – 53; Fallon Paiute Shoshone Tribe – 0.
- Volunteers in Police Services: 132 Contributed hours.
- Various training courses were provided for sworn-in and non-sworn-in officers.
- 1 request was made through the Citizen Assistance Program.
- Police officers participated in several various public relations events.

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 and Staff reports.
No reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:13 a.m.

Mayor Tedford

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

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
April 30, 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
City Attorney Trent deBraga
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
Chief Ron Wenger
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.

No comments were noted.

Consideration and possible confirmation of Jaren Stanton as Deputy City Attorney.

Mayor Tedford stated that he would be offering Jaren as his appointment for Deputy City Attorney, and we will ask you for confirmation of that. I want to read a little bit about Jaren. T. Jaren Stanton was born and raised in Utah. After graduating high school, he served a two-

year mission for the Church of Jesus Christ of Latter-Day Saints. Jaren went on to earn a bachelor's degree in urban planning with a minor in Applied Ethics from the University of Utah. Following graduation, he worked as a strategic planner for the Utah Transit Authority. Pursuing further education, Jaren moved with his family to northern Virginia to attend George Mason University School of Law. During law school, he held various roles at the U.S. Department of Transportation and the Federal Retirement Thrift Investment Board. One of his most rewarding experiences was representing his school in the Willem C. Vis International Commercial Arbitration Moot in Vienna, Austria, where his three-member team reached the round of 32, placing in the top 10 percent of competitors. After earning his law degree, Jaren clerked for Judge Jim C. Shirley of Nevada's Eleventh Judicial District Court. In 2019, he and his family relocated to Fallon, Nevada, where he joined the Mineral County District Attorney's Office. In 2022, he was appointed as District Attorney and served in that position for three years. Jaren is licensed to practice law in both Utah and Nevada. He is married to Summer Stanton, and together they have four children: Charles (12), Elizabeth (8), Cecilia (5), and Audrey (3). I want to add that he likes to run. He just recently ran in the Boston Marathon, where he recorded his personal record of his best time ever. We want to congratulate you on that too. We don't run here. We have golf teams, but it is still nice that you do that. Maybe we will end up with running teams, at some point. We do know that "B", Brian's son runs a lot, and he was always losing to this older guy, and we found out later that it was Jaren that was always beating him. So, it is great that you were beating a 13-year-old.

Councilwoman Frost stated that he also beats her son.

Mayor Tedford jokingly stated that he is starting off poorly, here at the City. You need at least two votes, but we will get going and maybe you will get the other two, if you lose Kelly's vote. Does the Council or public have any comments or questions?

Councilwoman Frost stated that she has had a chance to visit with Jaren. I think he will make an excellent Deputy City Attorney. Thank you.

Councilwoman Kent stated that he is a great addition to our legal team. It is a sad day because it reflects on the loss of Mike Mackedon. Welcome aboard.

Councilman Harmon stated that he also had a chance to visit with Jaren. As someone who used to commute to Hawthorne, as well, you are going to welcome not waking up and making that drive every day. Welcome aboard.

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 confirm Jaren Stanton as Deputy City Attorney; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration and possible action to establish the salary of Jaren Stanton as Deputy City Attorney at One Hundred Thirty-Three Thousand Two Hundred and Eighty-One Dollars (\$133,281.00) per year.

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

No comments were noted.

Councilwoman Kent motioned to establish the salary of Jaren Stanton as Deputy City Attorney at One Hundred Thirty-Three Thousand Two Hundred and Eighty-One Dollars (\$133,281.00) per year; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Mayor Tedford administered the Official Oath of Office to T. Jaren Stanton.

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 and Staff reports.
No reports were noted.

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
May 20, 2025**

The Honorable City Council met at 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 Trent deBraga
Deputy City Attorney Sean Rowe
Deputy City Attorney Jaren Stanton
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
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.

Mayor Tedford stated that this is the time we are going to honor the 2025 State Championship Archery Team.

The following names were read and presented with a plaque:

Franklin Sabanovich

Kolby McFadden
 Pakela Malama-Gomes
 Chase Rothmeyer
 Myles Coatney
 Wylie Boartfield
 Lars Rasmussen
 Zack Tom
 Ava Buberl
 Tayven Martinez
 Willow Shults
 Alfredo Perez
 Dean Spencer
 Cortnee Phipps
 Patrick Silva
 Victoria Dobbs
 Isabella Laplana
 Mariah Schafer
 Alyssa Gardner
 Mikayla Carnes
 Sheila Miller
 Jasmine Collier
 Melanie Mora
 Cayden Walsh
 Coach Anne Smith
 Mayor Tedford inquired whether there were any further public 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.

Appointments to Boards.

Mayor Tedford stated that this Agenda item is his appointments to the following Boards, with the appointment of Jaren Stanton to Deputy City Attorney. I have moved some of those around and I will tell you what they are as follows:

Regional Transportation Commission

City Attorney Trent deBraga, Alternate
 Deputy City Attorney Sean Rowe, Alternate

Utah Associated Municipal Power Systems

Deputy City Attorney Jaren Stanton, Alternate

Audit Committee

City Attorney Trent deBraga
Deputy City Attorney Sean Rowe

Insurance Committee

City Attorney Trent deBraga

Board of Administrator's ref:
Municipal Service Agreement with
Fallon Pauite-Shoshone Tribe

Deputy City Attorney Sean Rowe

Municipal Court

Deputy City Attorney Jaren Stanton

Western Nevada Development District

Deputy City Attorney Jaren Stanton

Mayor Tedford stated that these were the rotations that he has made on these Board of Appointments. Are there any comments or questions from the public or the Council?

No comments were noted.

Councilman Harmon motioned to approve the Appointments to Board; 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 and Staff reports.

Councilwoman Frost stated that she is excited to see the cones on the streets getting ready for the slurry seal. It is a big project and I believe our constituents are going to appreciate that. Thank you.

Mayor Tedford stated that they will. It is good to see that.

Councilman Harmon stated that on Friday the Fire Department had their annual Street Dance. I want to thank the City, again, for donating the food for that BBQ. I think it was a fabulous turnout at the Street Dance this year. I think everyone had a good time. Thank you.

Mayor Tedford thanked Councilman Harmon. That was a good event and the City is glad to participate in that. Anything further?

No further reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:18 a.m.

Mayor Tedford

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

DRAFT

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
May 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
City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
Deputy City Attorney Jaren Stanton
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Erik Fain
Chief Ron Wenger
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.

No comments were noted.

Public hearing on the Tentative Budget for Fiscal Year Ending June 30, 2026.

City Clerk Treasurer Michael O'Neill stated that pursuant to NRS 354.596, the tentative budget was prepared on the appropriate forms as prescribed by the Department of Taxation and submitted to the Department of Taxation by the April 15th deadline. The Department of Taxation has since examined the City's tentative budget and has indicated that it is in compliance with the law and appropriate regulations. Notice of this public hearing was published in the Fallon Post on May 9, 2025. The tentative budget has been on file and available for inspection at the City Clerk's Office since April 15, 2025. This agenda item represents the public's opportunity to be heard and participate in the budget process.

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

No comments were noted.

Consideration and possible adoption of Final Budget for the Fiscal Year Ending June 30, 2026.

City Clerk Treasurer Michael O'Neill stated that pursuant to NRS 354.598(2), the City Council must adopt a final budget on or before June 1st of each year. If no changes were recommended in the previous agenda item, the amounts in the tentative budget would be submitted as final to the Nevada Department of Taxation.

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

No comments were noted.

Councilman Harmon motioned to adopt the Final Budget for the Fiscal Year Ending June 30, 2026; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Mayor Tedford thanked City Clerk Treasurer Michael O'Neill and his staff for all the hard work they have put in to get this Final Budget completed. This process is never easy, and it takes a lot of time, diligence, and a lot of extra work to get here, in addition to the other things you are working on. Thank you very much for your work, Michael.

City Clerk Treasurer Michael O'Neill thanked Mayor Tedford. I absolutely could not have accomplished this without the support of my staff.

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 and Staff reports.

No reports were noted.

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

DRAFT



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: November 12, 2025
 AGENDA DATE: November 18, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-241-08, consisting of approximately .12 acres, from Vicki L. Carter, Trustee of the Vicki Carter Separate Property Trust, in the amount of forty-eight thousand dollars (\$48,000). **(For possible action)**

TYPE OF ACTION REQUESTED:

- | | |
|--|--|
| ☐ Resolution | ☐ Ordinance |
| ☒ Formal Action/Motion | ☐ Other – Discussion Only |

RECOMMENDED COUNCIL ACTION: Motion to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-241-08, consisting of approximately .12 acres, from Vicki L. Carter, Trustee of the Vicki Carter Separate Property Trust, in the amount of forty-eight thousand dollars (\$48,000).

DISCUSSION:

Churchill County Assessor's Parcel Number 001-241-08, owned by Vicki L. Carter, Trustee of the Vicki Carter Separate Property Trust, abuts and is near the curved roadway on Kaiser Steet located west of Dalton Street. As part of the City's redevelopment plans for the Kaiser Street reconstruction project, the City desires to enhance Kaiser Street by reducing the curve to improve traffic safety and visibility. To accomplish that goal, a portion of Vicki L. Carter's property must be acquired. If approved, the transaction will proceed to escrow and the Mayor will have the authority to sign any document necessary to consummate the transaction.

FISCAL IMPACT: \$48,000 plus escrow fees and closing costs.

PREPARED BY: Trent deBraga, City Attorney

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 6 day of November 2025, by and between VICKI L. CARTER, Trustee of the Vicki Carter Separate Property Trust ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, identified by Churchill County Assessor's Parcel Number 001-241-08(the "Real Property"), which is more particularly described as follows:

A parcel of land situate in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 19 North, Range 28 East, M.D.B. & M., described as follows:

Commencing at a point on the intersection of the East line of the Northwest $\frac{1}{4}$ of Section 36, Township 19 North, Range 28 East, M.D.B. & M., and the South line of U.S. Highway #50, as per State Highway "E" line; thence South 89 49' West along the South line of said Highway a distance of 234.45 feet to the East line of Dalton Street, said point being North 89 49' East a distance of 31.9 feet from a 6x6 inch concrete monument marking State Highway Station "E" 375+48.19 p.t., 50 feet right; thence South 04 17' 40" West along said East line a distance of 284.65 feet; thence North 85 49' 05" West a distance of 175 feet to the True Point of Beginning; thence around the parcel as follows:

North 85 49' 05" West a distance of 53 feet; thence
South 04 17' 40" West a distance of 95 feet; thence
South 85 49' 05" East a distance of 53 feet; thence
North 04 17' 40" East a distance of 95 feet to the True Point of Beginning.

Note: The above meets and bounds description appeared previously in that certain document recorded February 5, 1981 under Document No. 178522, Official Records, Churchill County, Nevada.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Seller's Initials: V.C.

1

Buyers Initials: _____

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property together with all its improvements, tenements, hereditaments and appurtenances.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING and the mutual agreements hereinafter contained, Seller and Buyer agree as follows:

ARTICLE 1

Escrow Instructions

Section 1.1 Agreement to Constitute Escrow Instructions. This Agreement shall constitute escrow instructions to WESTERN NEVADA TITLE COMPANY OF NEVADA, a Nevada corporation, located at 2215 W. Williams Avenue, Suite A, Fallon, Nevada (the "Escrow Agent"), upon acceptance by the Escrow Agent of this Agreement as instructions to it and shall govern the close of escrow as set forth below. The Escrow Agent may supplement these instructions with its usual and customary escrow instructions provided, however, that any additional instructions do not contradict the terms set forth herein.

ARTICLE 2

Purchase and Sale of Real Property

Section 2.1 Purchase. Seller agrees to sell and Buyer agrees to purchase the Real Property on the terms and conditions set forth in this Agreement.

Section 2.2 Consideration. The purchase price for the Real Property ("Purchase Price") shall be FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00), United States currency.

Seller's Initials: V.C.

2

Buyers Initials: _____

ARTICLE 3

Title

Section 3.1 Title to Real Property. Title to the Real Property shall be evidenced by a Grant, Bargain and Sale Deed conveying good and marketable title to the Real Property to Buyer in fee simple, free and clear of all liens and encumbrances subject only to the title exceptions approved by Buyer during the Investigation Period described below. Buyer shall pay for a standard ALTA owner's policy of title insurance issued by title insurance agents of Escrow Agent in favor of Buyer in the amount of the Purchase Price, insuring title to the Real Property.

Section 3.2 Permitted Exceptions. Within three (3) days from the effective date of this Agreement, Buyer shall open an escrow with the Escrow Agent and Buyer shall order a preliminary title report ("Title Report") on the Real Property with instructions to provide a copy of said report to Seller and Buyer upon its completion. Buyer shall be allowed twenty (20) days from the receipt of the Title Report to examine the title to the Real Property and to give notice to Seller of any objections thereto. All exceptions to the title contained in the Title Report (other than monetary liens) shall be deemed permitted exceptions unless written notice of objection is given by Buyer to Seller within said twenty (20) days. If Buyer objects to any exceptions to the title, Seller shall use due diligence to the extent possible, to remove such exceptions at Seller's own expense before the Closing Date. If such exceptions cannot be removed before the Closing Date, all rights and obligations hereunder may, at the election of Buyer, terminate. If Seller is unwilling or unable to remove such Buyer objections, Seller shall so notify Buyer within ten (10) days of receipt of said objections and in that event Buyer may terminate this Agreement.

Seller's Initials: V.C.

Buyers Initials: _____

Section 3.3 No Further Encumbrances. While this Agreement is in effect, Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Real Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Real Property; or (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omissions, including failure to make a required payment or failure to obtain the consent of a beneficiary under any deed of trust and/or mortgage under any mortgagee under any mortgage on the Real Property to enter into this Agreement, if such consent is required under the terms of such deed of trust and/or mortgage.

ARTICLE 4

Closing Date and Closing Date Obligation

Section 4.1 Closing Date. The "Closing Date" shall be at such time as all funds are deposited to escrow and Escrow Agent can provide an ALTA policy of title insurance in favor of Buyer in the amount of the Purchase Price, subject only to the exceptions described in Section 3.1 above. Escrow shall close no later than forty-five (45) days from the effective date of this Agreement, unless extended by the parties in writing, and all ownership rights to the Real Property shall pass to Buyer by said date.

Section 4.2 Apportionment of Certain Times; Deferred Taxes. All real and personal property taxes, assessments, and utility charges of whatsoever nature shall be apportioned as of the Closing Date.

Seller's Initials: V. C.

Buyers Initials: _____

In making apportionments, all property taxes, assessments and similar items will be prorated on the basis of the number of days in the period in question before and after the Closing Date. The amounts to be apportioned under the provisions of this Section shall be apportioned and paid as soon as they can be calculated.

Section 4.3 Buyer's Obligations. On or before the Closing Date, Buyer shall deliver to the Escrow Agent the following:

- a) Cash, certified check, or electronic funds transfer in the amount of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00);
- b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- c) An amount equal to all of the escrow fees and closing costs charged by Escrow Agent;
- d) An amount equal to the cost of recording the Grant, Bargain and Sale Deed and Nevada Real Property Transfer Tax (if any);
- e) An amount equal to Buyer's share of items to be apportioned as provided in Section 4.2.

Section 4.4 Seller's Obligations. On or before the Closing Date, Seller shall:

- a) Deliver to the Escrow Agent the executed Grant, Bargain and Sale Deed to be recorded at the recorder's office of the County of Churchill, State of Nevada; and
- b) Seller agrees to pay from their proceeds at close of escrow an amount equal to Seller's share of items to be apportioned as provided in Section 4.2.

Seller's Initials: V. C.

Buyers Initials: _____

Section 4.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent shall:

- a) Issue and deliver to Buyer its ALTA owner's policy of title insurance in favor of Buyer in the amount of the Purchase Price;
- b) Record the original of the Grant, Bargain and Sale Deed and deliver a copy of the same to the Buyer;
- c) Pay the Real Property Transfer Taxes, if any;
- d) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- e) Make the apportionment required by Section 4.2 of this Agreement;
- f) Pay itself its escrow fee and its premium on its title policy; and
- g) Close the Escrow.

ARTICLE 5

Seller's Representations, Warranties and Covenants

Seller Represents that as of the date of this Agreement and through the Closing Date that:

Section 5.1 Seller is the sole owner of the Real Property and has good and marketable fee title thereto, subject only to the conditions and exceptions set forth herein.

Section 5.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Section 5.3 To the best of Seller's knowledge there are no claims, litigations, actions, suits or proceedings, administrative or judicial, filed or pending against Seller with respect to the Real Property, this Agreement or the transactions contemplated hereby, at

Seller's Initials: V.C.

Buyers Initials: _____

law or in equity, before any federal, state or local court, regulatory agency, or other government agency; there are no claims that Seller's operation of the Real Property has not complied with all applicable laws that are now in effect that pertain to the Real Property.

ARTICLE 6

Miscellaneous

Section 6.1 Breach of Representations, Warranties and Covenants. All representations, warranties and covenants made as part of this Agreement are material and are relied upon by the parties.

Section 6.2 Successors and Assigns, No Assignment. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest. The parties acknowledge and agree that this Agreement shall not be assignable by Buyer without the prior written acknowledgment and permission of Seller.

Section 6.3 Time. Time is of the essence of this Agreement.

Section 6.4 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and /or materials, including additional escrow instructions carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effect the transaction contemplated by this Agreement.

Section 6.5 Notices and Other Communications. Every notice or other communication required or contemplated by this Agreement by any party shall be in writing delivered either by a) personal delivery, b) prepaid overnight delivery service or

Seller's Initials: V. C.

Buyers Initials: _____

c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: VICKI L. CARTER
c/o Robert J. Wines, Esq.
687 6th Street, Ste. 1
Elko, NV 89801
rjwines511@gmail.com

To Buyer: City of Fallon
c/o Trent deBraga
55 W. Williams Ave.
Fallon, Nv. 89406

Notices by overnight delivery service shall be effective on the date they are officially recorded as delivered to the intended recipient. All notices delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressees and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

Section 6.6 Governing Law/Venue. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Nevada applicable to agreements negotiated, executed and performed in Nevada, by Nevada residents, whether one or more of the parties shall now by or hereafter become a resident of another state and venue for any action brought to enforce the terms of this Agreement shall be exclusively in the Tenth Judicial District Court of the State of Nevada in and for Churchill County.

Section 6.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modifications, or amendments of this Agreement shall be

Seller's Initials: V. C.

Buyers Initials: _____

binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 6.8 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 6.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 6.10 Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

Section 6.11 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

Section 6.12 Agents. The parties acknowledge and agree that the purchase and sale of the Real Property is done in the absence of a Real Estate Agent for either party. Should such a contract exist between any party and a Real Estate Agent, the contracting party shall bear all of the responsibilities of that contract independent of this Agreement.

Section 6.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Seller's Initials: V.C.

Buyers Initials: _____

Section 6.14 Signatures. Each of the signatories hereto warrants and represents that it is competent and authorized to enter into this Agreement and to bind its respective party.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement on the date first above written.

BUYER:

KEN TEDFORD, Mayor
City of Fallon

MICHAEL O'NEILL,
City Clerk/Treasurer
City of Fallon

SELLER:


VICKI L. CARTER, Trustee
VICKI CARTER SEPARATE PROPERTY TRUST
Created March 23, 2022

Seller's Initials: _____

10

Buyers Initials: _____



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: November 12, 2025
 AGENDA DATE: November 18, 2025
 TO: The Honorable City Council
 FROM: T. Jaren Stanton, Deputy City Attorney
 AGENDA ITEM TITLE: Consideration and possible introduction of Bill No. 809: An ordinance amending Title 6 of the Fallon City Code to remove specified fines and fees and providing that such fines and fees shall be set by the Chief of Police.
(For possible action) (This agenda item is for possible introduction of the proposed ordinance only. If introduced by a City Councilperson, the Mayor will set a public hearing on the proposed ordinance and 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 comment and then consider possible adoption of the ordinance as introduced or amended.)

TYPE OF ACTION REQUESTED:

- | | |
|---|--|
| ☐ Resolution | ☒ Ordinance |
| ☐ Formal Action/Motion | ☐ Other – Discussion Only |

POSSIBLE COUNCIL ACTION: Consideration and possible introduction of Bill No. 809: An ordinance amending Title 6 of the Fallon City Code to remove specified fines and fees and providing that such fines and fees shall be set by the Chief of Police.

DISCUSSION: The proposed ordinance will be read by title to the City Council. If introduced by a City Councilmember, the Mayor will set a public hearing on the proposed ordinance and no further action can or will be taken at this meeting.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A.

PREPARED BY: T. Jaren Stanton, Deputy City Attorney

BILL NO. 809

ORDINANCE NO. 790

TITLE: AN ORDINANCE AMENDING TITLE 6 OF THE FALLON CITY CODE TO REMOVE SPECIFIED FINES AND FEES AND PROVIDING THAT SUCH FINES AND FEES SHALL BE SET BY THE CHIEF OF POLICE

WHEREAS, the Fallon City Council desires to provide for greater flexibility in establishing and adjusting fines and fees associated with Title 6 (Animals) of the Fallon City Code; and

WHEREAS, removing fixed amounts from the City Code and establishing them by adoption of a fee schedule will allow the City to make timely and appropriate adjustments to such amounts without requiring further amendments to the Fallon City Code;

NOW, THEREFORE, the City Council of the City of Fallon, Nevada does ordain:

SECTION 1: AMENDMENTS TO TITLE 6

All references in Title 6 of the Fallon City Code that include specific dollar amounts for fines, penalties, impound fees, boarding fees, licensing fees, adoption fees, administrative charges, or other monetary charges shall be amended to delete the specific monetary amounts. In their place, the following language shall be inserted:

“as established by a fee schedule adopted by the Chief of Police.”

SECTION 2: EXAMPLES OF AFFECTED SECTIONS

By way of example and not limitation, the following sections shall be amended accordingly:

- **Section 6.01.050(C)** – Replace references to impound and boarding fees with “as established by a fee schedule adopted by the Chief of Police.”
- **Section 6.01.060(A) & (B)** – Replace specific adoption and vaccination voucher fees with the above language.
- **Section 6.08.050(A)** – Replace dog license fee amounts with the same.
- **Section 6.08.050(B)** – Replace late penalty percentages with “as established by a fee schedule adopted by the Chief of Police.”
- **Section 6.16.010** – Replace detention and administrative costs with “as established by a fee schedule adopted by the Chief of Police.”
- **Section 6.16.060(E)** – Retain current reference that impoundment fees are to be set by fee schedule.

- **Section 6.18.030(C)** – Replace the permit application fee for exotic animals with the above language.

SECTION 3: SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective on the day after its passage and publication as provided by law.

PROPOSED by COUNCIL MEMBER _____.

PASSED AND ADOPTED this ____ day of _____, 2025, by the City Council of the City of Fallon, Nevada.

Those voting aye: _____

Those voting nay: _____

Those abstaining: _____

APPROVED:

Mayor, City of Fallon

ATTEST:

City Clerk



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: November 12, 2025
AGENDA DATE: November 18, 2025
TO: The Honorable City Council
FROM: Daniel Babiarz, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for September 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)

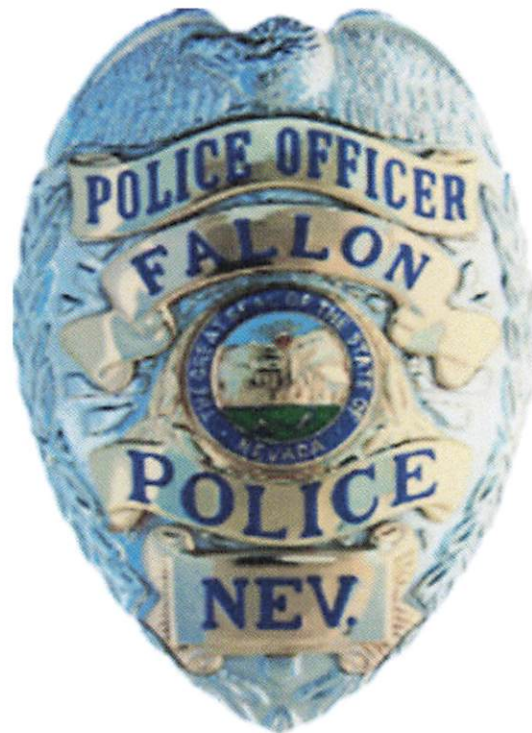
FISCAL IMPACT: None

FUNDING SOURCE: N/A.

PREPARED BY: Emily Rasmussen

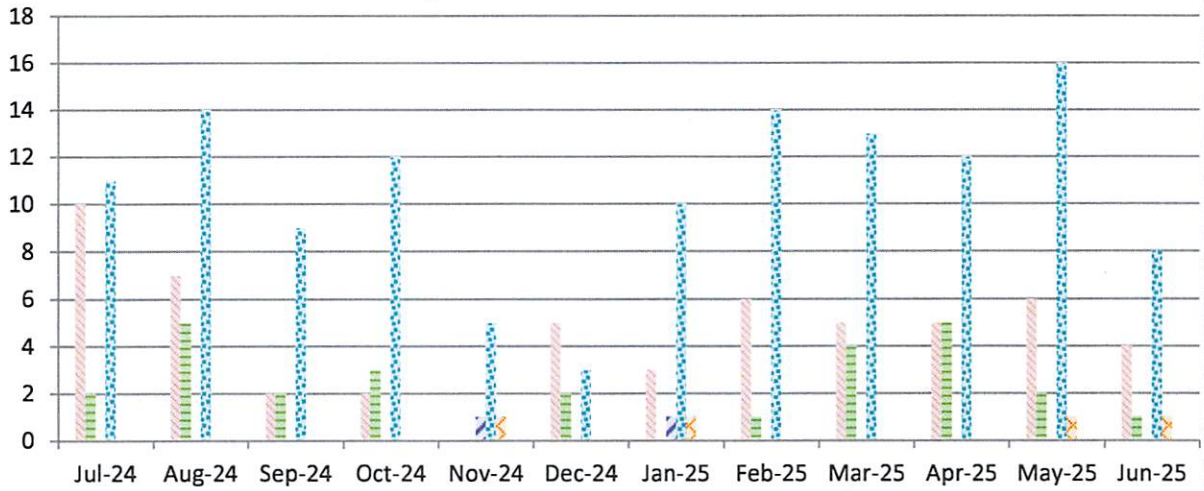
PRESENTED TO COUNCIL BY: Chief Daniel Babiarz

MONTHLY ACTIVITY REPORT



September 2025

July 2024 - June 2025

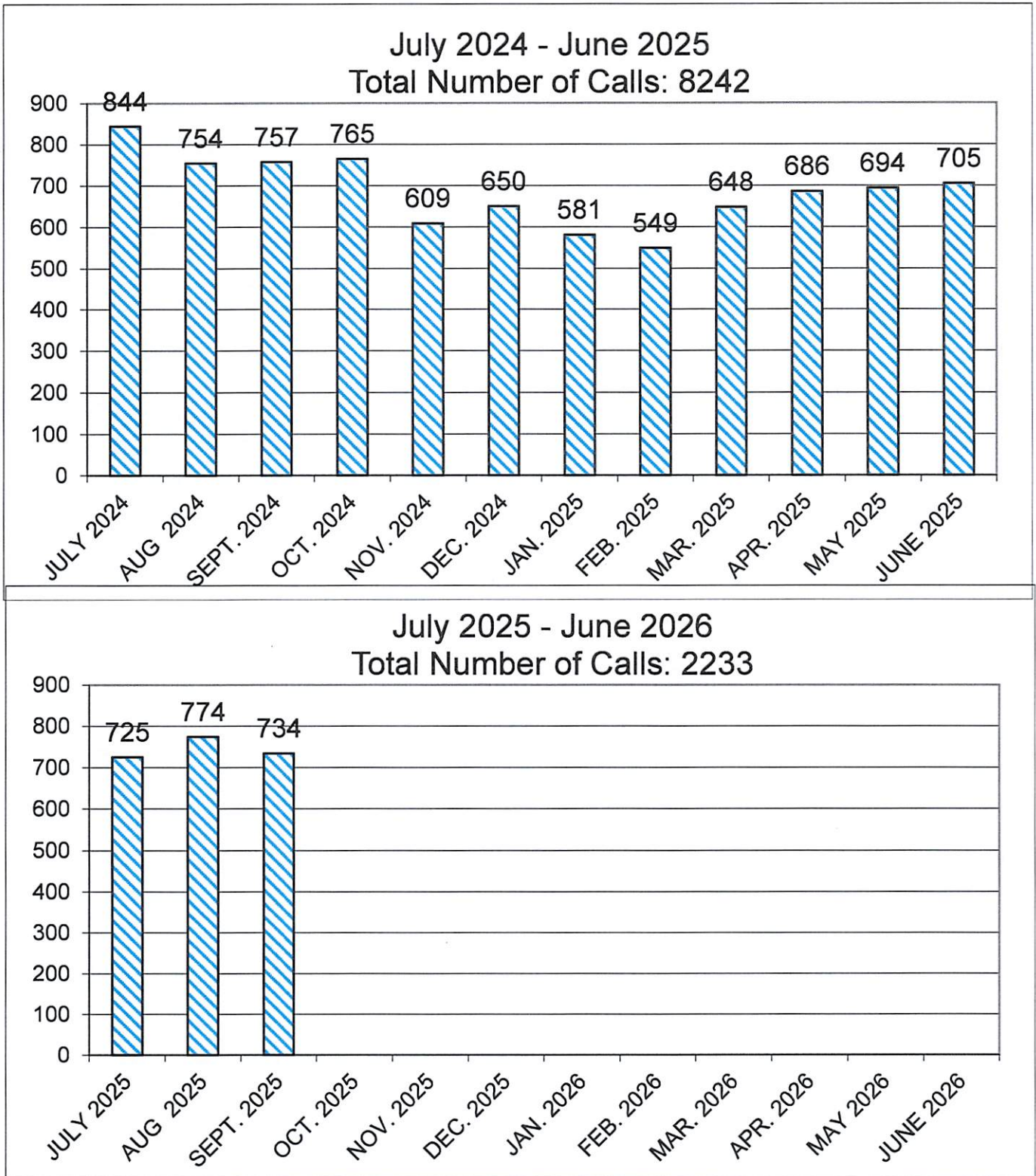


	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Sex Offense	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	10	7	2	2	0	5	3	6	5	5	6	4
Battery Assaults	2	5	2	3	0	2	0	1	4	5	2	1
Stolen Vehicle	0	0	0	0	1	0	1	0	0	0	0	0
Larceny	11	14	9	12	5	3	10	14	13	12	16	8
Burglary	0	0	0	0	1	0	1	0	0	0	1	1
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0

July 2025 - June 2026



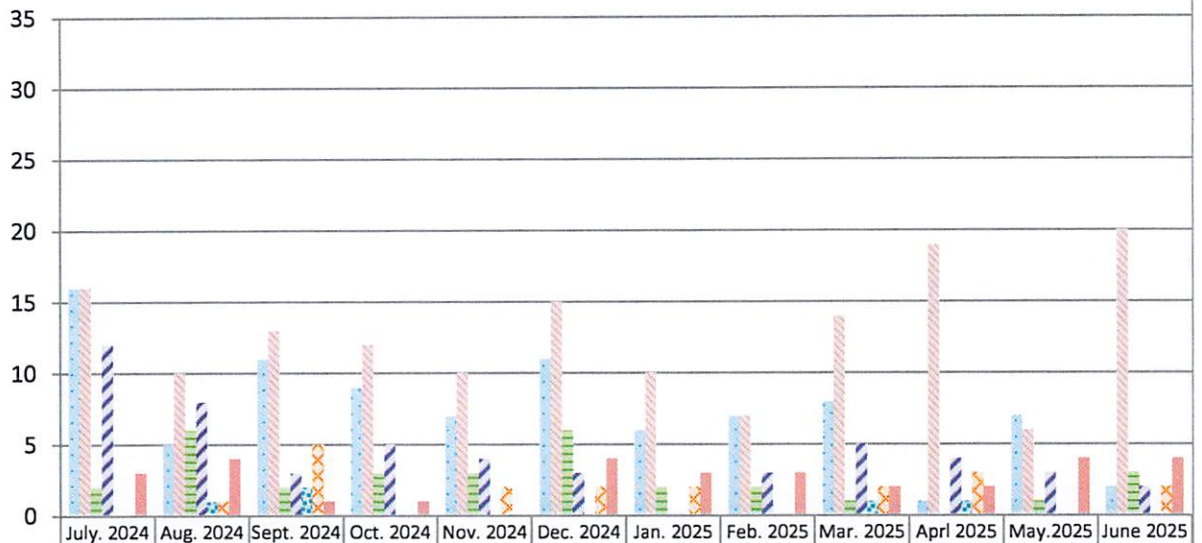
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Sex Offense	1	0	0									
Domestic Battery	1	5	2									
Battery Assaults	2	2	5									
Stolen Vehicle	1	0	0									
Larceny	12	16	13									
Burglary	0	0	0									
Robbery	0	0	0									
Homicide	0	0	0									



Arrest Summary

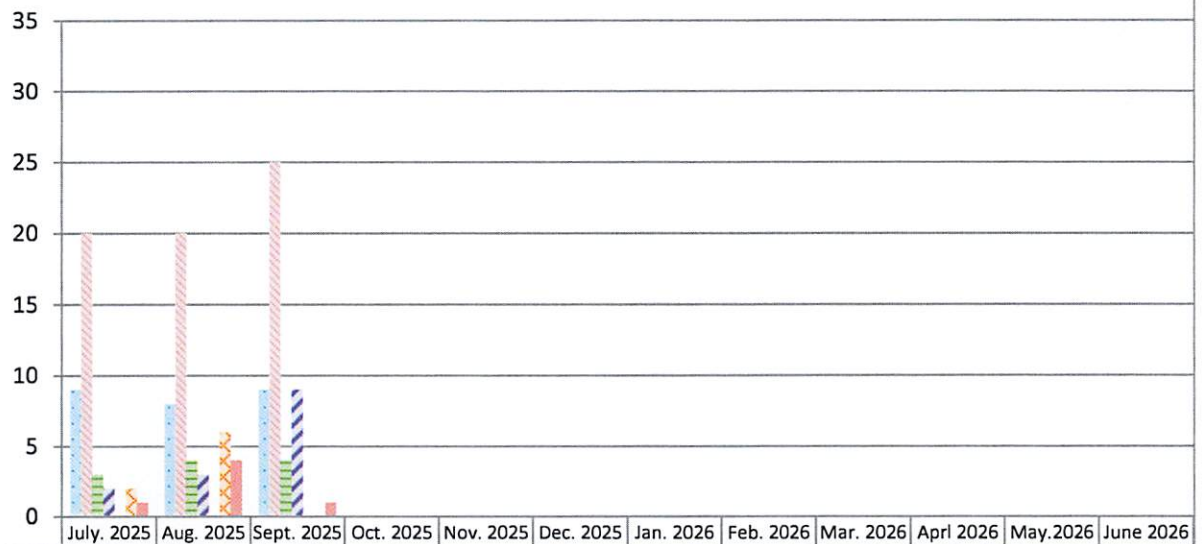
Item 8.

July 2024 - June 2025



Felony/GM	16	5	11	9	7	11	6	7	8	1	7	2
Misd.	16	10	13	12	10	15	10	7	14	19	6	20
DUI's	2	6	2	3	3	6	2	2	1	0	1	3
Juvenile Misd.	12	8	3	5	4	3	0	3	5	4	3	2
Juvenile Felony/GM	0	1	2	0	0	0	0	0	1	1	0	0
CPC's	0	1	5	0	2	2	2	0	2	3	0	2
Domestic Violence	3	4	1	1	0	4	3	3	2	2	4	4

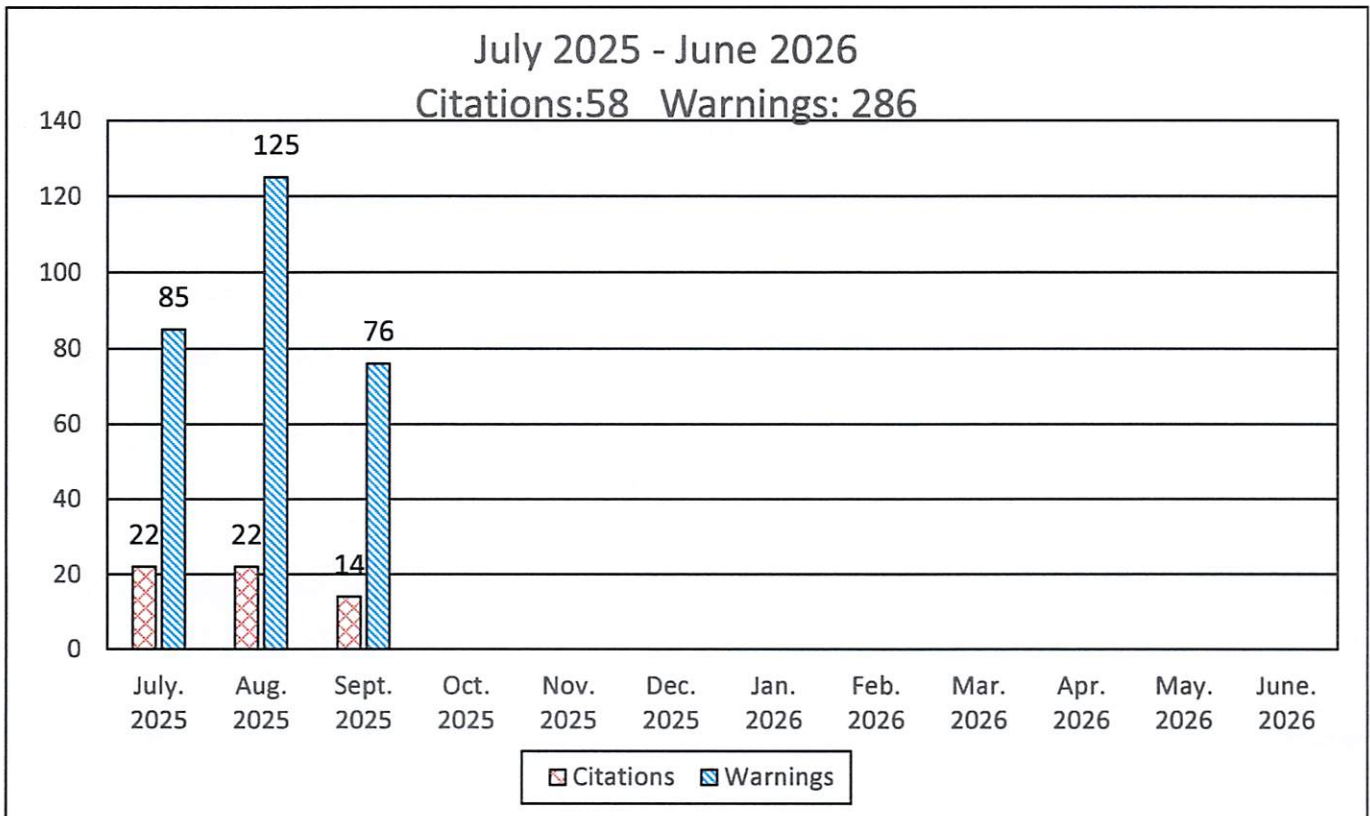
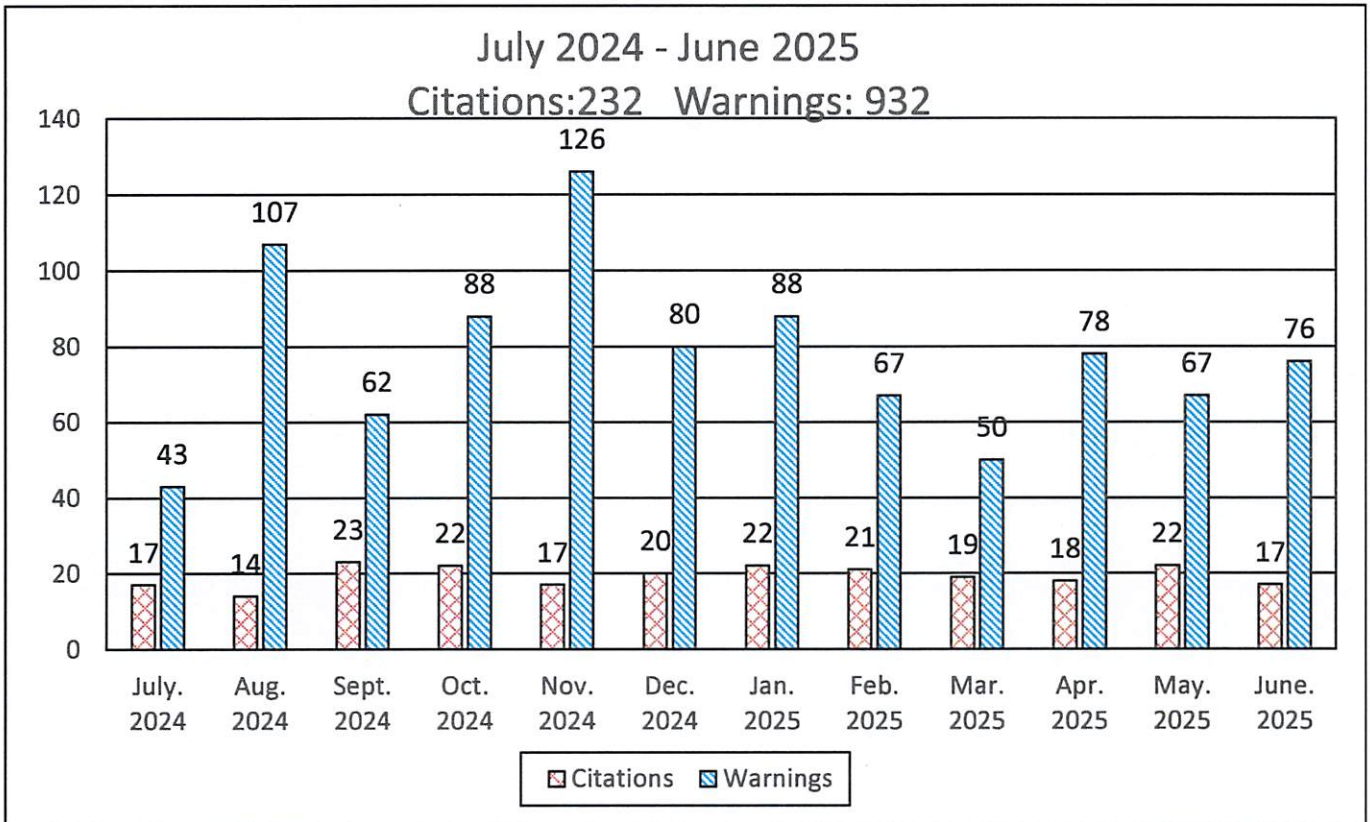
July 2025 - June 2026



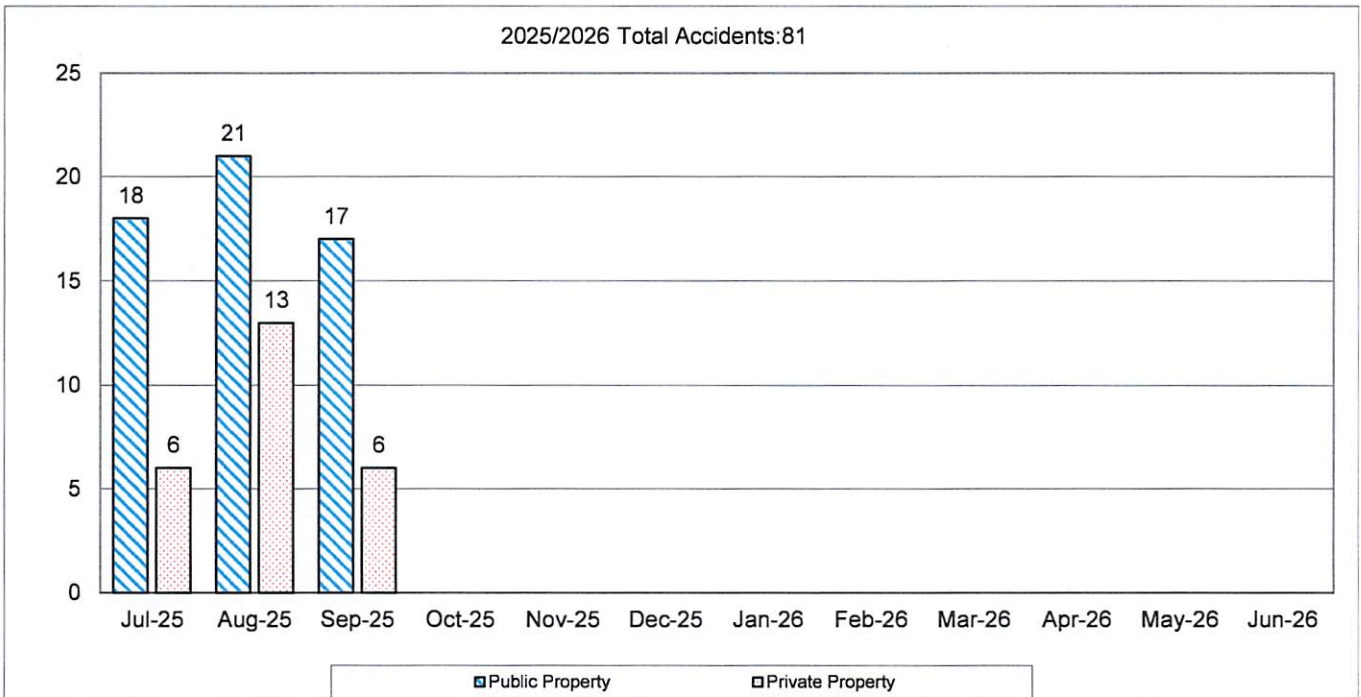
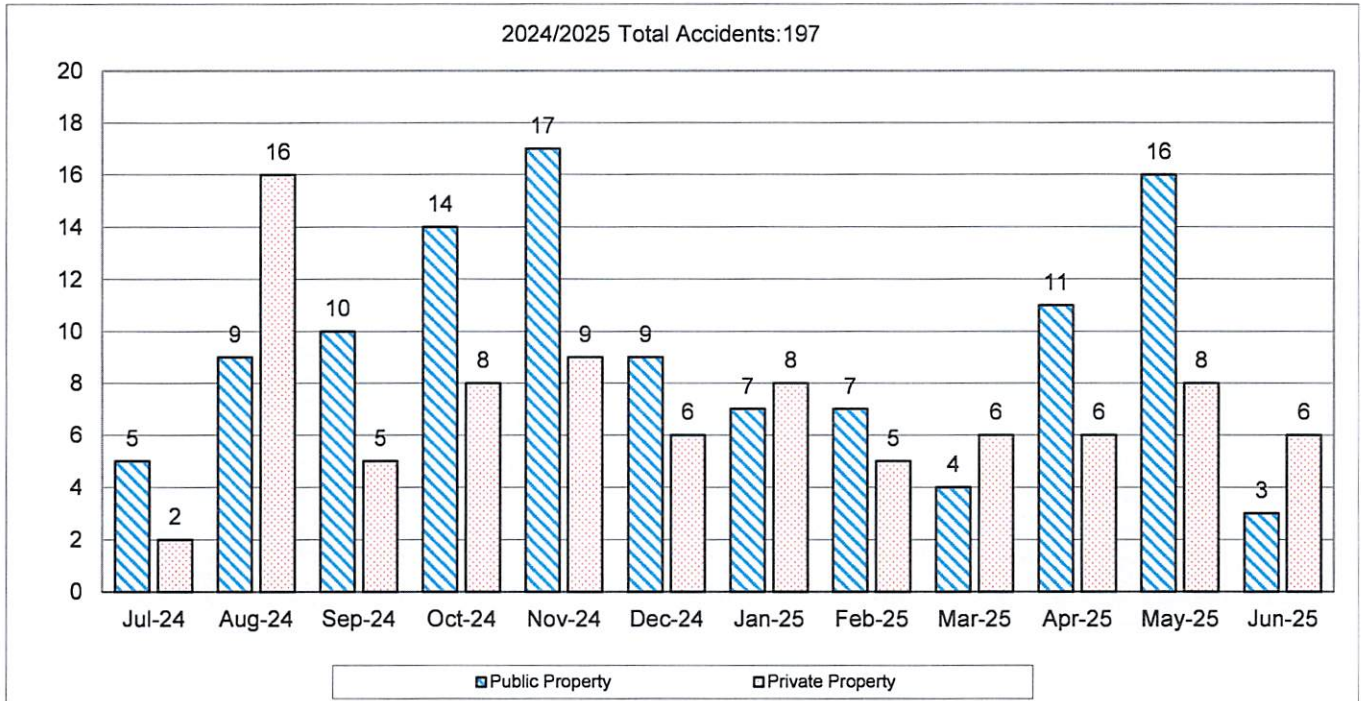
Felony/GM	9	8	9									
Misd.	20	20	25									
DUI's	3	4	4									
Juvenile Misd.	2	3	9									
Juvenile Felony/GM	0	0	0									
CPC's	2	6	0									
Domestic Violence	1	4	1									

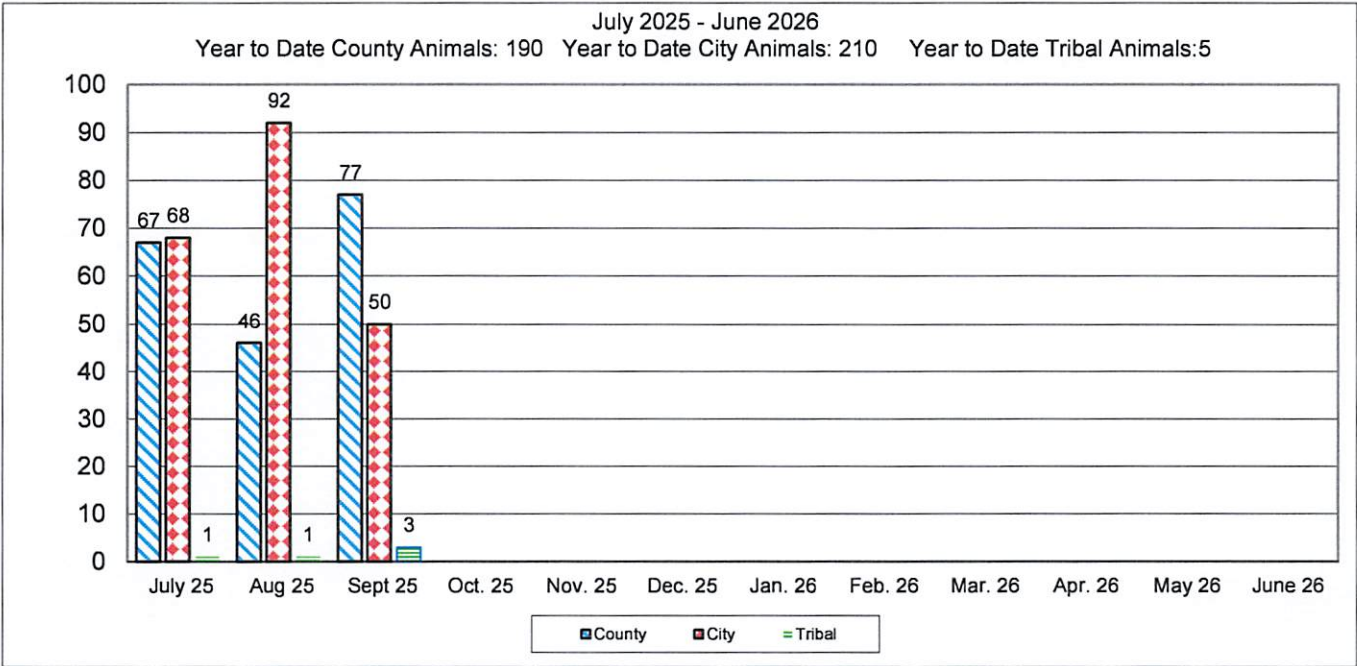
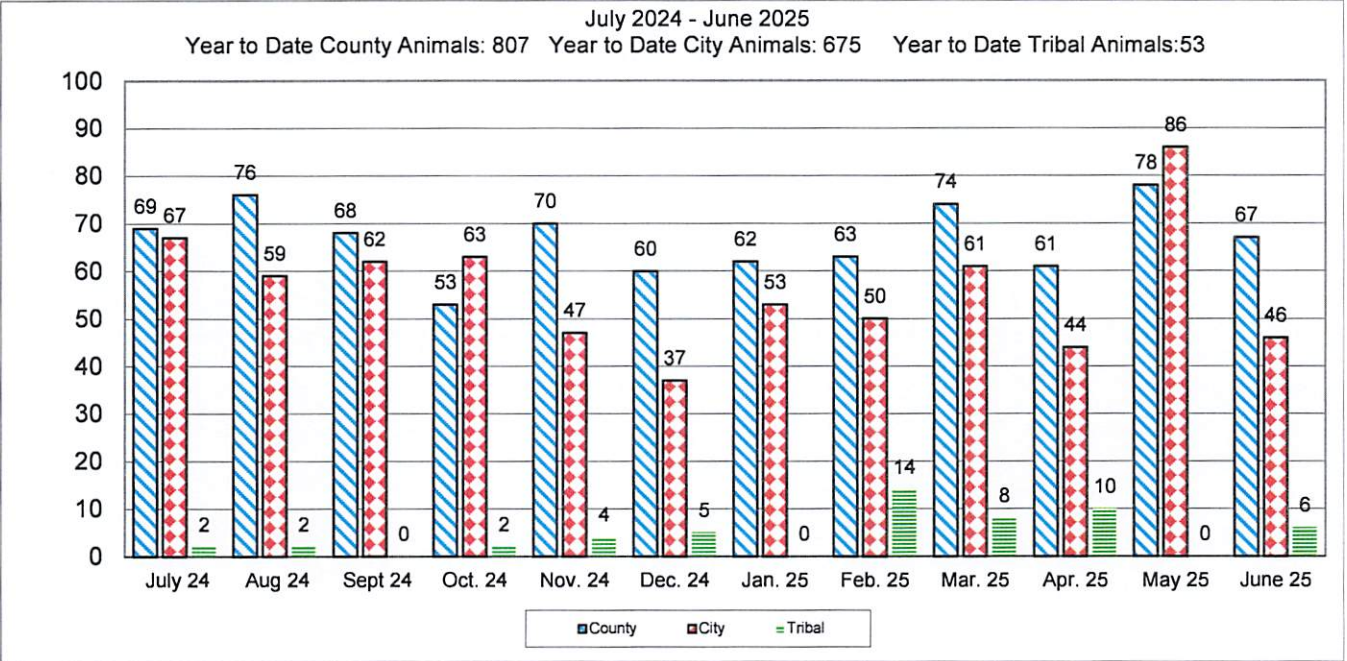
Moving Citation Traffic Warnings

Item 8.



Traffic Accidents







Activity Report for September 2025

Total Service Hours	116
Training Hours	
Helping Hand Contacts	26
<u>Other Assignments:</u> <i>Helping Hand</i> <i>Labor Day Parade</i> <i>9/11 Ceremony</i>	<i>16 hours</i> <i>8 hours</i> <i>10 hours</i>

**Fallon Police Department
Activities / Special Events
September 2025
ASSISTANCE**

During the month of September, we provided no (0) hotel rooms.

INDOCTRINATION

During the month of September, there were no (0) indoctrination at NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

September 2025 the Fallon Police VIPS volunteered one hundred sixteen (116) hours to the agency.

OTHER PUBLIC RELATIONS

During September officers conducted special details for the following:

- On September 1, 2025, FPD participated in the Labor Day Parade detail.
- On September 11, 2025, The Fallon Police Department provided traffic control for students to walk to the 9/11.
- On September 13, 2025, Sergeant Goodrick & Officer Aller attended the Love Fallon event.
- On September 26, 2025, Chief Babiarz & Sergeant Goodrick participated in a gift basket event with NAS Fallon.
- On September 27, 2025, CSO's Hammond, Massey & Norcutt participated in Color Run as well as the Bark and Splash Bash at Oats Park.
- On September 29, 2025, officers provided traffic control for a fountain dye.
- On September 29, 2025, FPD officers provided traffic control for the Homecoming parade.

BREAKDOWN OF ARRESTS

During the month of September, the Police Department had forty-eight (48) total arrests:

- There were nine (9) felony/gross misdemeanor arrests
- There were twenty-five (25) misdemeanor arrests
- There were nine (9) juvenile arrests
- There were four (4) DUI's
- There were no (0) CPC arrests
- There was one (1) Domestic Violence arrest