



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV

August 19, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on August 19, 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 March 18, 2025 and March 20, 2025. **(For possible action)**

5. Approval of Warrants **(For possible action)**

A) Accounts Payable

B) Payroll

C) Customer Deposit

6. Consideration and possible introduction of Bill No. 805: An ordinance providing for the annexation of 10,521 square feet of land, more or less, located at 690 East Front Street, Fallon,

Nevada, owed by Scott Payne and Sue Payne, and contiguous to the corporate limits of the City of Fallon, Nevada. **(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 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.)

- 7.** Consideration and possible action to approve Resolution No. 25-08-01, a resolution approving Rudy Zavalani, and/or his assigns, intended use of the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations. **(For possible action)**
- 8.** Consideration and possible action to approve the contract for the purchase of City owned property, identified as Churchill County Assessor's Parcel No. 001-781-05, consisting of approximately 9.6 acres, by Rudy Zavalani, and/or his assigns, in the amount of six hundred twenty thousand dollars (\$620,000), and authorizing the Mayor to execute any documents to effectuate the transaction. **(For possible action)**
- 9.** Fallon Police Department Monthly Report for May 2025 **(For discussion only)**
- 10.** Public Comments **(For discussion only)**
- 11.** Council and Staff Reports **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on August 14, 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
March 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
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
Chief Ron Wenger
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 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 and possible action to transfer Stockman's Casinos, a Nevada corporation, non-restricted gaming 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 that Stockman's Casino, a Nevada corporation ("Stockman's"), has made an application to Chief Ron Wenger requesting a transfer of its un-restricted gaming license to Clarity Game Opco LLC, a Nevada limited liability company. Stockman's Casino 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 a request to transfer its un-restricted 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 un-restricted 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 non-restricted 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 non-restricted gaming license shall be granted to or maintained by the holder of a non-restricted gaming license issued by the State of Nevada, unless such licensee maintains, on the same premises which licensee holds a non-restricted gaming license, no fewer than sixty guestrooms." Fallon Municipal Code further provides an exception to this requirement for "any entity which holds a valid non-restricted gaming license on the date the ordinance codified in this section becomes effective."

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

Councilman Harmon inquired on the current non-restricted gaming license Stockman's Casino holds. This license pre-dates to 2015 when this ordinance went into effect. So, basically this license is grandfathered in?

Deputy City Attorney Trent deBraga stated that in terms of this section of the ordinance it is a mechanism to allow the Council to transfer any restricted or non-restricted gaming license that was valid at the time the ordinance was enacted or thereafter to any other licensee. There is a provision in the code, which does provide what I will call, a grandfather clause which essentially states that, if there was a non-restricted license holder that had a license prior to the enactment of the ordinance, they are essentially grandfathered in from having to do the 60 rooms. This particular request is specifically, in regard to, the

section that allows the application to be made to the Chief of Police and allows the Council to transfer the license pursuant to that section.

Councilman Harmon thanked Deputy City Attorney Trent deBraga.

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

No further comments were noted.

Councilwoman Kent motioned to approve the transfer of Stockman's Casinos, a Nevada corporation, non-restricted gaming license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B); seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Parcel Map for Jesse Morrow to split Churchill County Assessor's Parcel Number 001-632-07, commonly known as 760 Wildes Street, Fallon, NV, into two parcels.

City Engineer Derek Zimney stated Jesse Morrow, owner of Churchill County Assessor's Parcel Number (APN) 001-623-07 has made an application and submitted a map to split his property at 760 Wildes Street. This Parcel Map will create two parcels, consisting of 5,250 square feet each. These parcels are located within R-2 zoning and approval will meet City of Fallon Municipal Code requirements for R-2 zoning. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements. These parcels are located, in what was, the McLean addition. Unfortunately, we have a skinny roadway and right-of-way in that area. It is about 43 feet, and our standard is 60 feet. The City went through and installed sidewalk on the Ideal Mobile Home side. We added only enough space for the sidewalk on one side of the street. The rest of these streets, McLean, and Cleveland, we have done the same. It would be difficult to require a sidewalk because it is going to be a sidewalk to nowhere because the rest of these lots are already developed. So, this being an existing non-conforming area it would be my recommendation to maintain that, with the neighborhood, of only having the sidewalk across the street. There is a sidewalk along the Front Street side, and it is in surprisingly good condition. The roadway is in rough shape but looking at it, it is my understanding that he wants to do some little infill houses over here, which would be really good for the neighborhood.

Mayor Tedford inquired about the curb and gutter conditions on Front Street.

City Engineer Derek Zimney stated that the curb is in rough shape but the whole section of Front Street needs a rehab. The roadway is almost folded up into the curb and almost flush there. It is kind of a rough situation there.

Mayor Tedford stated that today, is splitting a parcel map. There is no request for any conditions that include sidewalks and gutters.

City Engineer Derek Zimney agreed. I was just clarifying what we would be looking to require of him when he does start developing the lots.

Mayor Tedford wanted to make the record clear of what we are asking for on this agenda item. The parcels are located within the City, so there is no annexation agreement that we are talking about. So, conditions on the street aren't something that the Council would be discussing, or approving sidewalks, curb and gutter, or rehab. All we are addressing is the parcel map today. Just so the Council understands that we are not discussing any curbs and gutters, just the parcel map. Are there any further questions from the Council or the public regarding the parcel map?

No further comments were noted.

Councilman Harmon motioned to approve a Parcel Map for Jesse Morrow to split Churchill County Assessor's Parcel Number 001-632-07, commonly known as 760 Wildes Street, Fallon, NV, into two parcels; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration and possible designation of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025, for an estimated total fee of One Hundred Eight Thousand Dollars (\$108,000), plus 5% technology fee, and approval for the Mayor to authorize additional fees, if necessary to complete the audit.

City Clerk Treasurer Michael O'Neill stated pursuant to NRS 354.624, the City must provide for an annual audit of its financial statements. NRS 354.624(3) requires the City to designate its auditors and provide notice of that designation to the Department of Taxation not later than three months before the close of the fiscal year to be audited. The Audit Committee, which consists of Councilwoman Karla Kent, Deputy City Attorney Trent deBraga, and Chief of Staff Bob Erickson, have reviewed the attached proposal and recommends the designation of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025. The quoted total fee covers the general audit. Any major program audits will be billed at Ten Thousand Dollars (\$10,000) for the initial program with any additional major program audits billed at Seven Thousand Five Hundred Dollars (\$7,500) each. To clarify, the programs, any federal funding programs that we receive through the Federal Government, either directly from the Federal Government or as a pass-through the State of Nevada. If we exceed a million dollars, in a single year, in federal funds, we are required to have a single audit, which carves out those programs and takes a deeper dive to ensure that the program was administered correctly and followed all of the rules. So, they get billed separately by Eide Bailly, and it is always very dependent on what money we receive during the year. The base audit is for the quoted amount.

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

Councilwoman Frost inquired on the amount. Is this quoted amount the same as last year?

City Clerk Treasurer Michael O'Neill stated it is a similar amount to last year. I should have included that. It is a slight increase of 1.3%, I think. I was surprised that it came with just barely an increase.

Councilwoman Kent inquired on the program audit. Do we foresee that we will go over the amount that would require the single audit with our upcoming projects?

City Clerk Treasurer Michael O'Neill stated that it depends whether the program has been officially awarded. So, when we actually get that document from the agency that is administering, the program gives you an official Notice of Award. We would have to have any costs incurred that would equate that we will receive reimbursement or we already receive reimbursement. It is tenuous. So, some of the items we have out there that we are waiting for and working towards really depends on where they end, at the end of the year, on whether they fall on needing a program audit. I wish I could give you a list of specific items that it would be under this year, but as I said, it is very dependent on exactly where we are in that process. I would expect at least one. The real change is that they increased the cap from \$750,000, that used to be the line that denoted a single audit. This is the first year that is at 1 million dollars. So, that is another thing, we can have a program but if we

don't broach that total million-dollar amount, then we are off the hook, which is very beneficial for us. It is a lot of extra work for both us and Eide Bailly. It is like doing a single audit on just that slice of the City. It takes a lot of effort and time. We love the money, but I would like to be under the million-dollar cap sometimes. That's not true, we take as much money as we can get.

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

No comments were noted.

Councilwoman Frost motioned to designate Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025, for an estimated total fee of One Hundred Eight Thousand Dollars (\$108,000), plus 5% technology fee, and approval for the Mayor to authorize additional fees, if necessary to complete the audit; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Possible introduction 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. (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 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).

Deputy City Attorney Sean Rowe stated that this item is on the Council's agenda this morning for a possible introduction of an ordinance. The City has received complaints from people in neighborhoods that are adjacent to the main thoroughfares through the City. The complaints have been made regarding the use of engine brakes by the truckers, as they are entering into our community and when they are coming to intersections that require them to stop. The City staff have drafted this ordinance which would insert a simple prohibition into our code, and if this were adopted, as an ordinance by the City Council, we would be working with NDOT to put up signage, notifying truckers that they are prohibited to use their engine brakes when they are within the City limits.

Councilwoman Kent inquired why truckers would use their engine brakes.

Deputy City Attorney Sean Rowe stated that an engine brake can be used anytime that they need to reduce their speed. It is a secondary braking system, in addition to their mechanical brakes, that they have on each of their wheels. They just use it a lot of time out of habit. It is that loud noise when you hear a semi-truck coming to a stop. What it is doing is it is actually reducing the compression in the diesel motor, which makes the motor act as a brake.

Mayor Tedford stated that the noise is going into the neighborhoods, and they are hearing that noise, and that is why we have been getting complaints.

Deputy City Attorney Sean Rowe stated that we would be asking for a Councilperson to propose this bill, followed by a public hearing and a full discussion of the proposed change, at a later date, that the Mayor will set the time for.

Mayor Tedford stated that the trucks come in at too high of a rate of speed and their mechanical brakes don't stop them, so they hit these engine brakes, they are commonly called J-Brakes. I actually thought it was a lot at this end of town because they don't have anywhere to stop until they get to this light, when they are coming all the way from Austin.

Where my business is it is almost happening all day, you hear this loud noise, it is kind of a piercing sound. The complaints we have been getting are coming from the other end of town, also from those neighborhoods on W Williams. I don't know how they are getting back up to that high speed to be using these brakes, in that way. It could actually be coming from truckers coming from the north end of town because they don't have anywhere either, until they get to this corner. The noise probably goes right through their homes.

Councilwoman Frost introduced Bill No. 803.

Mayor Tedford set the Public Hearing for April 1, 2025, at 9:00 a.m.

Fallon Police Department Monthly Report for December 2024.

Chief Ron Wenger presented the December monthly report. The report will compare the 2023 crime, traffic stops, and traffic accident statistics to December 2024. Total calls-for-service this month were 650.

- Crime Summary: 5 total Domestic Batteries; 2 Battery.
- Theft Calls: 3 total thefts for various items.
- Arrest Summary: 41 total arrests.
- Moving Citations/Traffic Warnings: 100 traffic stops were made; 20 issued citations.
- Public/Private Property Accidents: 15 total accidents.
- Animal Shelter Services: Total – 102; Churchill County – 60; City – 37; Fallon Paiute Shoshone Tribe – 5.
- Volunteers in Police Services: 94 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.

Councilman Harmon inquired on how Sergeant Schumann was able to rescue the Elf on the Shelf.

Chief Wenger stated that he believes he was able to quietly sneak up to him and make the arrest.

No further 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 9:25 a.m.

Mayor Tedford

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

**MINUTES
CITY OF FALLON
55 West Williams Ave
Fallon, Nevada
March 20, 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
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Clerk Treasurer Michael O'Neill
Deputy City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Erik Fain
Chief Ron Wenger
Captain John Riley
City Engineer Derek Zimney
Director of Tourism Jane Moon
Emergency Manager Steve Endacott
Judge Michael Lister
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.

Mayor Tedford stated that Councilwoman Kent is ill 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.

Consideration and possible confirmation of Trent deBraga as City Attorney.

Mayor Tedford stated that this will be the only thing on the agenda today. Trent is my nomination for the Council for the position of City Attorney. I would like to read a little background on Trent. Most of you know it, from when I read it 8 years ago, but it has some additions to it. Trent was born and raised in Fallon and is a 5th generation Nevadan after his family settled in Fallon in 1917. After graduating from Churchill County High School, Trent accepted a football scholarship and attended Colorado Mesa University in Grand Junction, Colorado where he graduated with a Bachelor of Arts Degree focusing his courseload on criminal justice and law related classes. Following graduation, Trent pursued his law degree from the William S. Boyd School of Law at the University of Nevada, Las Vegas. After graduating law school in 2016, Trent worked in private practice in Las Vegas for 2 years before moving back to Fallon where he was appointed as a Deputy City Attorney in 2018. Trent is married to his high school sweetheart Courtney, and has four children: Brighton, Teagan, Daxson, and Titus. Trent is an active member of the community and serves as a youth wrestling and baseball coach. He is also on the school board at Veritas Preparatory School and is an assistant coach for the Greenwave Varsity Football Team. This is what I have for you on Trent, for the record. You all know him well and have had an opportunity to speak with him, on many occasions. Now, I am opening it up to the Council, for any questions that you might have.

Councilwoman Frost stated that she has worked with Trent for 8 years. I think this is an excellent appointment and I love to see when young people come back to their community and contribute, like Trent has. I am very happy with this appointment, Mr. Mayor, thank you.

Councilman Harmon stated that he has had the honor of working with Trent for just over 2 years. I have got to know him pretty well, and I know that he is ready for this position, and I am confident that he will be very successful and help the City out in everything that we need. I think this is a great thing for our City.

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 confirm Trent deBraga as City attorney; seconded by Councilman Harmon and approved with a 2-0 vote by the Council.

Mayor Tedford performed the Official Oath of Office for Trent deBraga as City Attorney.

Consideration and possible action to establish the salary of Trent deBraga as City Attorney at One Hundred Forty-Two Thousand Two Hundred Sixty-Four Dollars (\$142,264).

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

No comments were noted.

Councilman Harmon motioned to establish the salary of Trent deBraga as City Attorney at One Hundred Forty-Two Thousand Two Hundred Sixty-Four Dollars (\$142,264); 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 or staff reports.
No reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:21 a.m.

Mayor Tedford

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



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: August 12, 2025
 AGENDA DATE: August 19, 2025
 TO: The Honorable City Council
 FROM: T. Jaren Stanton, Deputy City Attorney
 AGENDA ITEM TITLE: Consideration and possible introduction of Bill No. 805: An ordinance providing for the annexation of 10,521 square feet of land, more or less, located at 690 East Front Street, Fallon, Nevada, owed by Scott Payne and Sue Payne, and contiguous to the corporate limits of the City of Fallon, Nevada.
(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 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.)

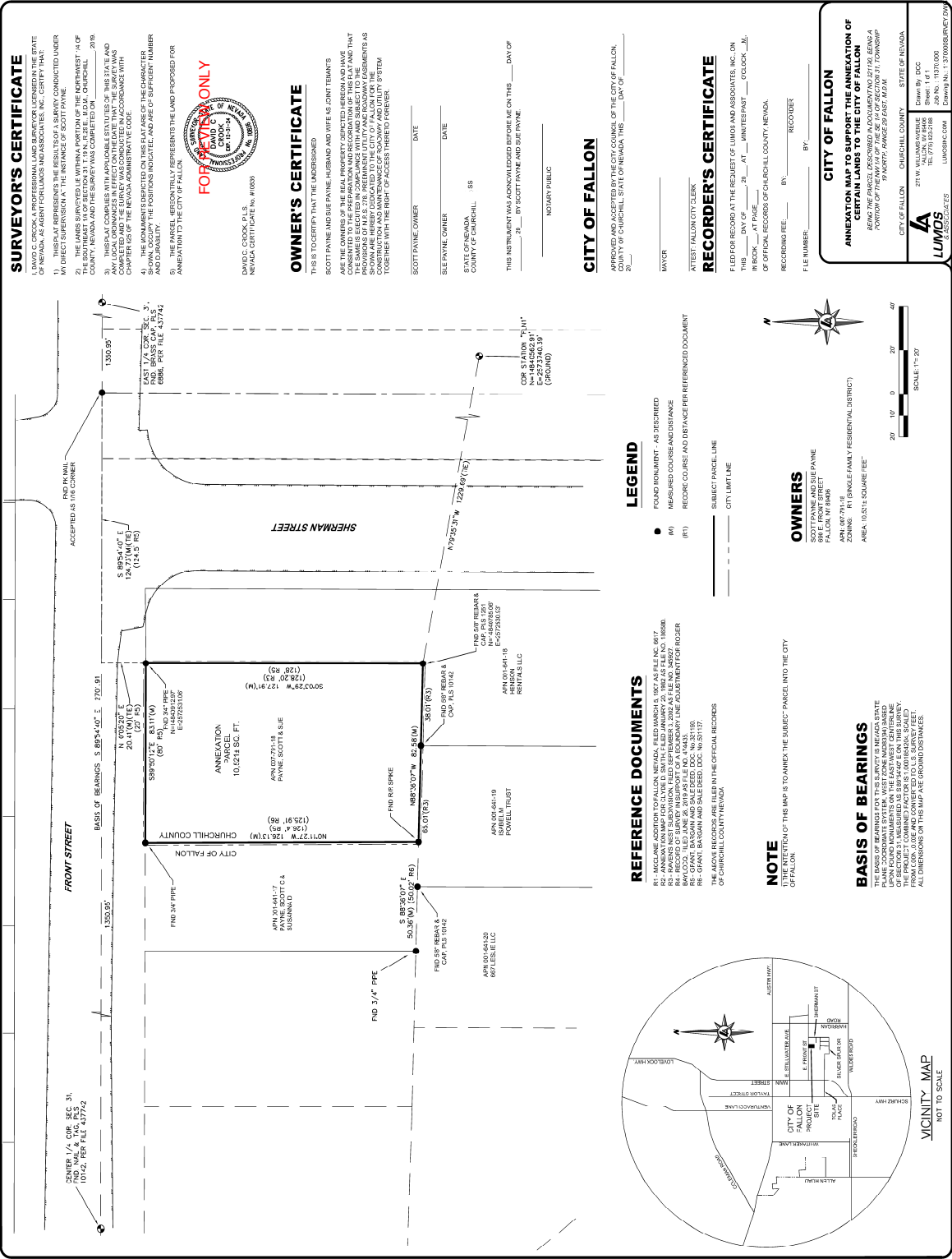
TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Introduce Bill No. 805: An ordinance providing for the annexation of 10,521 square feet of land, more or less, located at 690 East Front Street, Fallon, Nevada, owed by Scott Payne and Sue Payne, and contiguous to the corporate limits of the City of Fallon, Nevada.

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.

PREPARED BY: T. Jaren Stanton, Deputy City Attorney



SURVEYOR'S CERTIFICATE

I, DAVID C. CROOK, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HAVE CONDUCTED A SURVEY OF THE LANDS DESCRIBED IN THE ATTACHED INSTRUMENT, AND I HEREBY CERTIFY THAT THE SAME ARE CORRECTLY SURVEYED AND THE INSTRUMENT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

1. THIS MAP REPRESENTS THE RESULT OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF SCOTT PAYNE.

2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 36, T4N, R12E, S12, CHURCH HILL COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON 08/20/2019.

3. THIS MAP COMBINES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND I HEREBY CERTIFY THAT THE SAME ARE IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.

4. THE INSTRUMENTS REFLECTED ON THIS MAP ARE OF THE CHARACTER OF A SURVEY OF THE LANDS DESCRIBED IN THE INSTRUMENT, AND I HEREBY CERTIFY THAT THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND QUALITY, TO REPRESENT THE LAND PROPOSED FOR ANNEXATION TO THE CITY OF FALLON.

DAVID C. CROOK, P.L.S.
NEVADA CERTIFICATE NO. #00835

FOR NEVADA ONLY

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SCOTT PAYNE AND SUE PAYNE, HUSBAND AND WIFE AS JOINT TENANTS, HAVE THE OWNERSHIP OF THE REAL PROPERTY DESCRIBED HEREON AND HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS MAP AND THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SAME, AND THAT THE UNDERSIGNED HAVE BEEN ADVISED OF THE PROVISIONS OF NRS 2.078, PREEMPTIVE UTILITY AND ROADWAY EASEMENTS AS APPLICABLE TO THE LANDS DESCRIBED HEREON, AND THAT THE UNDERSIGNED HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS MAP, AND TO THE CONSTRUCTION AND MAINTENANCE OF ROADWAY AND UTILITY SYSTEM TOGETHER WITH THE RIGHT OF ACCESS THERE TO FRONTIER.

SCOTT PAYNE, OWNER _____ DATE _____
SUE PAYNE, OWNER _____ DATE _____
COUNTY OF CHURCH HILL, SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20____, BY SCOTT PAYNE AND SUE PAYNE.

NOTARY PUBLIC _____

CITY OF FALLON

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALLON, COUNTY OF CHURCH HILL, STATE OF NEVADA, THIS _____ DAY OF _____, 20____.

MAYOR _____

ATTEST: FALLON CITY CLERK _____

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LUNOS AND ASSOCIATES, INC. ON _____ DAY OF _____, 20____, AT _____ UNLIMITED PAST _____ O'CLOCK _____, IN BOOK _____ AT PAGE _____.

RECORDING FEE: _____ BY: _____ RECORDER _____

FILE NUMBER: _____ BY: _____

CITY OF FALLON

ANNEXATION MAP TO SUPPORT THE ANNEXATION OF THE CITY OF FALLON PROJECT AREA TO THE CITY OF FALLON

BEING THE PARCEL DESCRIBED IN THE INSTRUMENT OF THE CITY OF FALLON PROJECT AREA, BEING A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 36, T4N, R12E, S12, CHURCH HILL COUNTY, NEVADA.

CITY OF FALLON CHURCH HILL COUNTY STATE OF NEVADA
271 W. WILLIAM AVENUE
FALLON, NEVADA 89405
TEL: 775.422.1188
FAX: 775.422.1189
WWW.CITYOFFALLON.NV.GOV
LUNOS AND ASSOCIATES, INC.
COUNTY OF CHURCH HILL, NEVADA
271 W. WILLIAM AVENUE
FALLON, NEVADA 89405
TEL: 775.422.1188
FAX: 775.422.1189
WWW.LUNOSANDASSOCIATES.COM
Drawing No. 1: 370000 SURVEY/DRAW

BILL NO. 805**ORDINANCE NO. 786**

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A PARCEL OF REAL PROPERTY CONSISTING OF 10,521 SQUARE FEET OF LAND, MORE OR LESS, LOCATED AT 690 EAST FRONT STREET, FALLON, NEVADA, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF FALLON, NEVADA.

WHEREAS, NRS 268.670 provides authority for the City Council, subject to the provisions of NRS 268.663, and after notifying the Board of County Commissioners of its intention, to annex contiguous territory if 100 percent of the owners of record of individual parcels of land sign a petition requesting the City Council to annex such area to the City; and

WHEREAS, SCOTT AND SUE PAYNE, the respective owners of record of 690 East Front Street, Fallon, Nevada, a parcel of land consisting of 10,521 square feet, more or less (the "Parcel") have presented signed Petitions requesting the City Council to annex the Parcel to the City; and

WHEREAS, SCOTT AND SUE PAYNE have caused an accurate map of said Parcel to be made under the supervision of a licensed surveyor and has filed a copy of said map with the City of Fallon, and

WHEREAS, the City of Fallon has provided notice to the Board of Churchill County Commissioners of its intention to annex such parcel; and

WHEREAS, the Parcel are contiguous to the existing corporate limits of the City of Fallon as the Parcel is conterminous with the boundary of the City of Fallon; and

WHEREAS, SCOTT AND SUE PAYNE have requested that, upon annexation, zoning of the annexed parcels be set as R2 Limited Multiple Residence District as set forth in the Fallon Municipal Code; and

WHEREAS, SCOTT AND SUE PAYNE have entered into an Annexation Agreement with the City of Fallon; and

WHEREAS, the proposed annexation and the terms and conditions of the Annexation Agreements are in the best interests of the citizens of the City of Fallon.

NOW, THEREFORE, the City Council of the City of Fallon do ordain as follows:

SECTION I

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

Beginning at a point 20 feet South and 124.5 feet West of the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 North, Range 29 East, M.D.B.&M., formerly known as the Southeast corner of the City Limits of Fallon; thence South 128 feet to the Point of Beginning; thence North 128 feet; thence West 80 feet; thence South 126.4 feet, more or less, to the Southeast corner of E.E. Bauer property as recorded in Book 2 page 252 of Official Records; thence South 88°33'30" East to the Point of the Beginning;

Said Annexation Parcel contains 10,521 square feet of land, more or less, more or less

is hereby annexed to the City of Fallon, and the said territory hereinbefore described shall be deemed and held to be a part of said City of Fallon and the inhabitants thereof shall hereafter enjoy the privileges and benefits of such annexation and be subject to the ordinances and regulations of the City of Fallon.

SECTION II

That zoning for the annexed parcel is hereby set as R2 Limited Multiple Residence District set forth in the Fallon Municipal Code.

SECTION III

This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required 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:

ATTEST:

Ken Tedford
Mayor, City of Fallon

Michael O'Neill
Clerk/Treasurer, City of Fallon

DRAFT

I hereby affirm that this document submitted for recording does not contain a social security number.

Signed: _____
Derek Zimney, City Engineer

DRAFT

Assessor's Parcel #s: 007-791-18

RECORDING REQUESTED BY AND RETURN TO:
City of Fallon
55 West Williams Avenue
Fallon, Nevada 89406

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the CITY OF FALLON, a Municipal Corporation of the State of Nevada ("the City"), and Scott Payne and Sue Payne, a married couple of Churchill County, Nevada ("the Owners").

WITNESSETH

WHEREAS, the Owners are desirous of annexing a certain parcel of land ("the Property") into the City of Fallon, located at 690 East Front Street, Fallon, Nevada, and more particularly described as:

All that certain lot, piece or parcel of land situate in the County of Churchill, State of Nevada, described as follows:

Beginning at a point 20 feet South and 124.5 feet West of the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 North, Range 29 East, M.D.B.&M., formerly known as the Southeast corner of the City Limits of Fallon; thence South 128 feet to the Point of Beginning; thence North 128 feet; thence West 80 feet; thence South 126.4 feet, more or less, to the Southeast corner of E.E. Bauer property as recorded in Book 2 page 252 of Official Records; thence South 88°33'30" East to the Point of the Beginning.

Said Annexation Parcel contains 10,521 square feet of land, more or less.

WHEREAS, the City operates water, sewer and electric utility systems and the Property is contiguous to the existing boundaries of the corporate limits of the City, and otherwise a proper subject of annexation in accordance with the provisions of Nevada law; and

WHEREAS, the City has adequate utility system capacity to connect the Owner's property to the City's water, sewer and electric utility systems subject to certain extensions of

water, sewer and electric lines; and

WHEREAS, the Fallon Municipal Code of Fallon, Nevada, 1977, as amended ("FMC") provides for certain improvements to be made by an applicant upon annexation of properties into the City, including, but not limited to, improvements relating to water lines, sewer lines, electric lines, streets, street lights, curbs, gutters, sidewalks and storm drains; and

WHEREAS, the FMC provides that upon annexation of properties into the City, all buildings and facilities constructed therefore must be served with City utilities including, but not limited to, water (including water treatment), sewer, electric, garbage collection and landfill services; and

WHEREAS, the Owner hereby requests that upon annexation the zoning of the Property be set as R2 Limited Multiple Residence District as set forth in the Fallon Municipal Code.

NOW, THEREFORE, in consideration of the premises, including the herein stated financial obligations and covenants of the Owner, together with the mutual promises of the parties hereinafter stated, it is understood and agreed as follows, to wit:

1. The City will initiate and accomplish the procedures required by law for the annexation of the Property, in accordance with the provisions of NRS 268.636 et. seq.
2. The Owners agree to connect, at their expense, all buildings requiring water, sewer and electric service to City utilities, including payment of the utility connection fees in effect at the time of development of the Property within twelve (12) months of annexation.
3. The Owner agrees to pay any and all costs to connect the Property to electric service including, but not limited to, any costs incurred by the City to effectuate the transfer of electrical service from Nevada Energy to the City's electrical system.
4. The Owner agrees to provide all necessary easements on the Property for such utility connections.
5. The Owner shall pay to the City a fee of Three Thousand Dollars (\$3,000.00) at the time of annexation, said fee being the initial fee for one unit of water rights in lieu of the dedication of underground water rights. The Owner or their successors in interest shall also pay such additional water right dedication fees as are required for future development of the Property that requires more than one unit of water rights or subsequent divisions or development of the Property as applicable.
6. The Owner agrees to install the improvements required by FMC, including but not limited to street, curb, gutter, and sidewalk improvements along the Property's Front Street frontage, without expense to the City, at such time as the City determines it necessary that such improvements be installed. These improvements shall be installed within six (6) months of the City's notice and directive to the Owner to construct such improvements; provided,

however, that in the event the Owner fails to install such improvements within six (6) months of said notice, the City shall have the option but not the obligation to construct such improvements or to have such improvements constructed and the Owner shall be obligated to reimburse the City for such construction costs within thirty (30) days of notice by the City.

7. The Owner shall install the improvements and connections required by this Annexation Agreement and the FMC in accordance with City of Fallon specifications at no cost to the City.

8. The Owner agrees that the zoning for the Property shall be set by the Fallon City Council and subject to the provisions of the FMC.

9. The Owner acknowledges and agrees that each of the aforesaid conditions imposed on Owner, whether of a financial or a performance nature, are conditions precedent to acceptance of the Property for annexation and to receipt of the above-described City municipal utility services.

10. In the event that Owner fails to fulfill the obligations and covenants as herein provided, the City shall have the right to take any action provided under law or equity to enforce the terms of this Annexation Agreement, including, but not limited to, completing and performing any of such obligations and/or de-annexing the Property and charging Owner the costs therefore with the right to levy a lien on the Property as may be proper to collect any such expenditures incurred by the City.

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

12. The persons executing this Annexation Agreement below on behalf of the parties hereby represent and warrant that they have all requisite and necessary power and authority to execute and bind the parties, respectively.

THIS AGREEMENT shall be recorded in the Official Records of Churchill County, Nevada and shall constitute a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

OWNER

CITY OF FALLON

By: _____

By: _____

Scott Payne

Ken Tedford, Mayor

By: _____
Sue Payne

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

STATE OF NEVADA)
 : ss.
County of Churchill)

On this _____ day of _____, 2025, personally appeared before me, a Notary Public, in and for the county and state aforesaid, Scott Payne, known to me or who proved to me to be the person described herein and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public

STATE OF NEVADA)
 : ss.
County of Churchill)

On this _____ day of _____, 2025, personally appeared before me, a Notary Public, in and for the county and state aforesaid, Sue Payne, known to me or who proved to me to be the person described herein and who executed the above and foregoing instrument; and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: August 12, 2025
 AGENDA DATE: August 19, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve Resolution No. 25-08-01, a resolution approving Rudy Zavalani, and/or his assigns, intended use of the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Motion to approve Resolution No. 25-08-01, a resolution approving Rudy Zavalani, and/or his assigns, intended use of the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations.

DISCUSSION:

On June 15, 2004, the City Council adopted Resolution 04-15, a Resolution Establishing Covenants and Restrictions for the New River Business Park. As part of that Resolution, both permitted and prohibited uses were established.

Rudy Zavalani, and/or his assigns, intends to use the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations. Rudy Zavalani operates Pave-Tech Inc. and Cal Stripe Inc., two affiliated southern California companies specializing in paving, striping, and related services and has been contracting with Naval Air Station Fallon since the 1990's. Rudy Zavalani is seeking to establish a Northern Nevada presence by locating in Fallon, Nevada.

Staff discussions with Rudy Zavalani indicate that the real property would be used to construct an office building approximately 9,000 to 18,000 square feet in size. Additionally, the property will be used to temporarily keep materials-all located on pallets and wrapped- as well as utilizing the property to park vehicles such as trucks, sweepers, dump trucks, and grinding trucks while not in use for specific jobs. After a review of the CC&R's, City Staff does not believe the intended use is specifically

prohibited, nor is it specifically permitted. Under permitted uses of the CC&R's, section N., the City Council may approve other uses.

The parcel to be developed is further subject to terms of the Fallon Municipal Code designating the property as a LI Light Industrial District. Fallon City Code Chapter 21.54 lists the permitted uses in an LI Light Industrial District and, pursuant to subsection "Q" allows other uses as approved by the Council.

If passed, this resolution would permit Rudy Zavalani, and/or his assigns, to use the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations, more specifically defined as (i) the parking, storage, incidental maintenance, and use of automobiles, trucks, machinery and trailers, including outdoor loading and unloading; (ii) warehouse and office use; (iii) using, handling or temporarily storing hazardous materials in the ordinary course of business and in compliance with local, state, and federal laws and regulations; and (iv) ancillary and related uses for any of the foregoing, all on a twenty-four hour, seven days per week, fifty two weeks per year basis.

PREPARED BY: Trent deBraga

Resolution No. 25-08-01

A Resolution approving Rudy Zavalani, and/or his assigns, intended use of the real property identified as Churchill County Assessor's Parcel No. 001-781-05 for his paving and/or striping business operations.

WHEREAS, on June 15, 2004, the City of Fallon City Council passed and adopted Resolution 04-05 ;

WHEREAS, Resolution 04-05 established covenants and restrictions for the New River Business Park;

WHEREAS, Resolution 04-05 established both permitted and prohibited uses;

WHEREAS, Fallon City Zoning Code further regulates land uses within the New River Business Park, designating the parcels situate therein as zoned "LI Light Industrial District" and further enumerating permitted land uses therein;

WHEREAS, RUDY ZAVALANI, and/or his assigns, intends to use the real property located within the New River Business Park, and more specifically the real property identified as Churchill County Assessor's Parcel No. 001-781-05 ("the Real Property"), for his paving and/or striping business operations;

WHEREAS, Resolution 04-05 does not specifically prohibit, nor does it specifically permit the intended uses of Rudy Zavalani, and/or his assigns, intended uses for his paving and/or striping business operations;

WHEREAS, under Permitted Uses, section N., of resolution 04-05, the City Council may approve other uses at the New River Business Park;

WHEREAS, under Fallon City Code 21.54.010(Q), the Council may approve other uses within an LI Light Industrial District;

NOW THEREFORE, BE IT RESOLVED that pursuant to section N., under Permitted Uses of Resolution 04-05, that the Fallon City Council on this day does approve RUDY ZAVALANI, and/or his assigns, intended use of the Real Property for his paving and/or striping business operations which shall be defined as follows:

Within the L-I zoning district, and without the necessity of obtaining a rezoning, special use permit, variance and/or any other approval whatsoever, and to the extent otherwise consistent with applicable local, state, and federal regulation and/or law, the Real Property may be used for the purpose of (i) the parking, storage, incidental maintenance, and use of automobiles, trucks, machinery and trailers, including outdoor loading and unloading; (ii) warehouse and office use; (iii) using, handling or temporarily storing hazardous materials in the ordinary course of business and in compliance with local, state, and federal laws and regulations, and (iv) ancillary and related uses for any

of the foregoing, all on a twenty-four hour, seven days per week, fifty-two weeks per year basis.

BE IT FUTHER RESOLVED that the pursuant to Fallon City Code 21.54.010(Q), that the Fallon City Council approves RUDY ZAVALANI, and/or his assigns, intended use of the Real Property for his paving and/or striping business operation uses as defined herein.

BE IT FURTHER RESOLVED that an asphalt hot mix plant, or a hot plant of any kind, is not permitted.

NOW THEREFORE, BE IT FURTHER RESOLVED that this resolution and approval of RUDY ZAVALANI, and/or his assigns, approved use only applies to Churchill County Assessor's Parcel No. 001-781-05, and no other parcels located within the New River Business Park unless approved at a later date by the Fallon City Council.

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

Those voting aye:

Those voting nay:

Those absent:

Those abstaining:

Mayor

ATTEST:

City Clerk/Treasurer



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: August 12, 2025
 AGENDA DATE: August 19, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to approve the contract for the purchase of City owned property, identified as Churchill County Assessor's Parcel No. 001-781-05, consisting of approximately 9.6 acres, by Rudy Zavalani, and/or his assigns, in the amount of six hundred twenty thousand dollars (\$620,000), and authorizing the Mayor to execute any documents to effectuate the transaction. **(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 the contract for the purchase of City owned property, identified as Churchill County Assessor's Parcel No. 001-781-05, consisting of approximately 9.6 acres, by Rudy Zavalani, and/or his assigns, in the amount of six hundred twenty thousand dollars (\$620,000), and authorizing the Mayor to execute any documents to effectuate the transaction.

DISCUSSION:

On January 18, 2022, JOHNSON|PERKINS|GRIFFIN conducted an appraisal of the New River Business Park. The City Council determined that the subject property, depicted in Exhibit A in the Purchase and Sale Agreement, should be listed at \$620,000.

The City has received an offer from Rudy Zavalani in the amount of \$620,000 to purchase the City's real property located within the business park and identified as Churchill County Assessor's Parcel No. 001-781-05. The contract and its proposed terms are attached to this agenda item.

If approved, the Mayor will execute any documents to effectuate the transaction.

FISCAL IMPACT: \$620,000

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this ____ day of _____ 2025, by and between the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Seller") and RUDY ZAVALANI, an individual, and/or his assigns ("Buyer"). The "Effective Date" of this Agreement shall be the date that it is fully executed by the last party to this Agreement.

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the City of Fallon, County of Churchill, State of Nevada, commonly referred to as 1101 Harrigan Rd., and identified by Churchill County Assessor's Parcel Number 001-781-05, totaling approximately 9.6 acres, and is depicted on **Exhibit A** (the "Real Property").

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

Sellers Initials: _____

1

Buyers Initials: _____

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 SIX HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$620,000.00), United States currency.

Section 2.3 Earnest Money. Within three (3) business days of the Effective Date of this Agreement, Buyer shall deposit with the Escrow Agent the sum of ONE HUNDRED THOUSAND DOLLARS and 00/100 (\$100,000.00) ("Earnest Money"). The Escrow Agent shall hold the Earnest Money in escrow until the Closing Date. The entire Earnest Money shall be applied toward the Purchase Price at the close of escrow. The Earnest Money shall be refunded to Buyer in the event this transaction does not close.

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 thirty (30) 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 thirty (30) 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.

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 IV

“As-is” sale or real property

Section 4.1 Investigation Period. Buyer has examined the Real Property and finds that it is fit and suitable for his purposes. Buyer understands that the sale of the real property is “as is”.

Section 4.2 Buyer’s Reliance On Buyer’s Own Investigation. Buyer acknowledges and agrees that Buyer has made its own investigation of the suitability of the Real Property and its appurtenances for Buyer’s intended uses and therefore acknowledges that Buyer has not entered into this Agreement based upon any representations or warranties made by Seller other than those expressly contained herein. Buyer expressly acknowledges that Seller has made no representations or warranties regarding the Real Property and its appurtenances, or their fitness for any particular use. Buyer further acknowledges that upon the close of escrow, Buyer shall take possession and title of the Real Property and its appurtenances in an “AS IS” physical condition with all faults.

Section 4.3 Feasibility Contingency.

(a) The obligations of Buyer under this Agreement and consummation of the Closing Date are, in Buyer’s sole and absolute discretion, subject to Buyer performing due diligence, completing an inspection of the Real Property, and determining, in Buyer’s sole and absolute discretion, that it is feasible for Buyer to own and

operate the Real Property in a manner and upon terms and conditions satisfactory to Buyer. Buyer will have until 11:59 p.m., Pacific Time, on that date which is thirty (30) days after the Effective Date, unless extended by written mutual agreement between Seller and Buyer (the "Inspection Period"), to perform his due diligence activities as Buyer may desire in his own sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings and collection of soil in connection with a Phase II environmental assessment. During the Inspection Period, Buyer may file applications with applicable governing authorities for approval and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Buyer in connection with his contemplated use and development of the Real Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "Approvals"), and Seller agrees to cooperate with Buyer in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Real Property prior to the Closing Date, nor impose any cost or liability on Seller, except to the extent consented to in writing by Seller.

- (b) Prior to any entry upon the Real Property by Buyer, or Buyer's contractor(s), agent(s), employee(s), consultant(s), or other third party(s) at Buyer's discretion (each, a "Buyer Consultant"), Buyer and any Buyer Consultant entering the Real Property shall maintain liability insurance coverage issued with combined single limits of not less than \$2,000,000 per occurrence which includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by

Seller in writing, Buyer will provide Seller with proof of such coverage. Any Buyer Consultant that seeks to perform invasive testing or collect samples from the Real Property shall maintain pollution liability insurance with limits of not less than \$2,000,000 and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Real Property.

(c) Buyer and Buyer Consultant may enter upon the Real Property at all reasonable times during the term of the Agreement to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Buyer shall indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Real Property resulting from such studies, inspections, and/or tests, and if Buyer fails to close his acquisition of the Real Property pursuant to this Agreement, Buyer will restore any material damage to the Real Property caused by Buyer or Buyer's Consultant to a reasonable equivalent of its pre-inspection condition. Buyer's obligations under this section shall survive termination of this Agreement for a period of twelve (12) months.

(d) Buyer may extend the Inspection Period for up to one (1) additional period of thirty (30) days by delivering to Seller and Escrow Agent written notice of Buyer's election to extend the Inspection Period then in effect.

(e) If Buyer elects to proceed with the closing of this transaction, then Buyer shall notify Seller and Escrow Agent in writing (the "Approval Notice") prior to the expiration of the Inspection Period. Unless the Approval Notice is previously delivered to Seller, upon the expiration of the Inspection Period, Escrow Agent

will promptly return the Earnest Money to Buyer and all obligations of the parties under this Agreement will terminate, excepting those obligations that expressly survive termination. In addition, if Buyer notifies Seller during the Inspection Period that he does not intend to proceed with the acquisition of the Real Property then Escrow Agent shall promptly return the Earnest Money to Buyer and all obligations of the parties under this Agreement will terminate, except for those obligations that expressly survive termination of this Agreement.

ARTICLE 5

Closing Date and Closing Date Obligation

Section 5.1 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 3.2 above. Escrow shall close no later than sixty-five (65) days from the Effective Date of this Agreement and all ownership rights to the Real Property shall pass to Buyer by said date.

Section 5.2 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. 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 5.3 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 SIX HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$620,000.00);
- (b) An amount equal to the premium on a standard ALTA owner's policy of title insurance;
- (c) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- (d) An amount equal to the Real Property Transfer Tax;
- (e) An amount equal to Buyer's share of items to be apportioned as provided in Section 5.2.

Section 5.4 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;
- (b) An amount equal to one half (1/2) of the escrow fees and closing costs charged by Escrow Agent;
- (c) 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 5.2.

Section 5.5 Escrow Agent's Obligations. On the Closing Date, the Escrow Agent shall:

Sellers Initials: _____

Buyers Initials: _____

- (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;
- (d) Pay all sums deposited by Buyer to Seller (less any charges to Seller);
- (e) Make the apportionment required by Section 5.2 of this Agreement;
- (f) Pay itself its escrow fee and its premium on its title policy; and
- (g) Close the Escrow.

ARTICLE 6

Landscaping

Section 6.1 Buyer agrees to landscape the northern boundary of the Real Property abutting New River Parkway. This obligation shall include, but is not limited to, the installation of approximately five hundred (500) linear feet of sod or natural grass along the northern boundary of the Real Property. The sod or natural grass shall be installed within (6) months following the Closing Date.

ARTICLE 7

Seller's Representations, Warranties and Covenants

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

Section 7.1 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 7.2 This Agreement is a legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with all material terms.

Section 7.3 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 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 8

Miscellaneous

Section 8.1 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 8.2 Successors and Assigns, 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. Buyer may, at his option and at any time during the term of this Agreement, assign this Agreement with the written consent of the Seller.

Section 8.3 Time. Time is of the essence of this Agreement.

Section 8.4 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 effectuate the transaction contemplated by this Agreement.

Section 8.5 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 c) facsimile addressed to the party for whom intended at the address specified in this Section.

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

To Buyer: Rudy Zavalani

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 8.6 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 be 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.

Sellers Initials: _____

11

Buyers Initials: _____

Section 8.7 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 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 8.8 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 8.9 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

Section 8.10 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 8.11 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 8.12 Agents. Except for Dickson Commercial Group to whom Seller will pay a commission (the "Commission") pursuant to a separate written agreement(s), each party represents and warrants to the other that no other broker or finder is

connected with or has been engaged by it in connection with any of the transactions contemplated by this Agreement. Seller will be obligated to pay any and all commissions or fees which may be due to Dickson Commercial Group in connection with the transaction contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

Section 8.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Section 8.14 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.

SELLER:

BUYER:

KEN TEDFORD, Mayor
City of Fallon

RUDY ZAVALANI

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

Sellers Initials:_____

13

Buyers Initials:_____

Exhibit A





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: August 13, 2025
AGENDA DATE: August 19, 2025
TO: The Honorable City Council
FROM: Daniel Babiarz, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for May 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

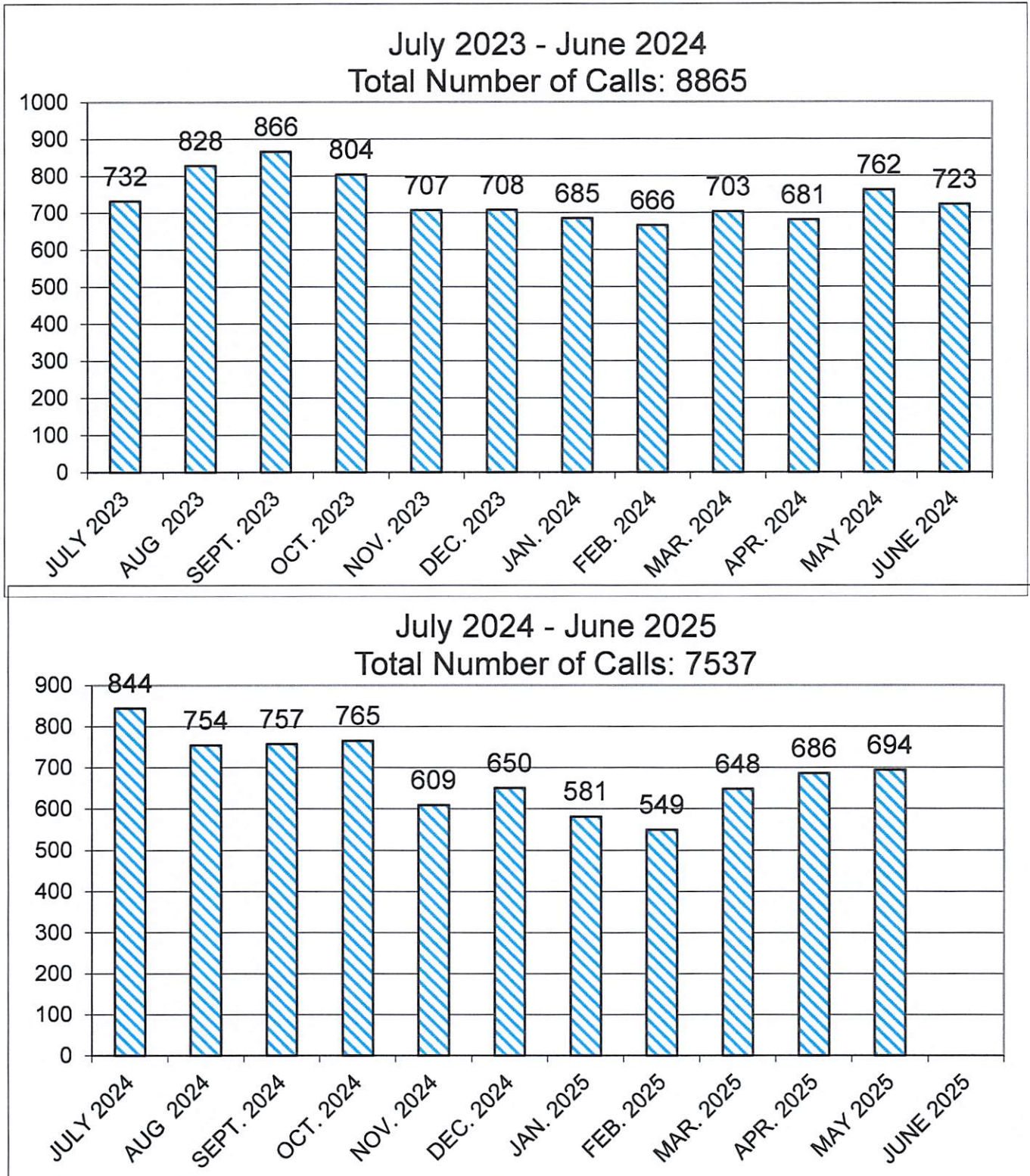
PRESENTED TO COUNCIL BY: Daniel Babiarz

MONTHLY ACTIVITY REPORT



May 2025

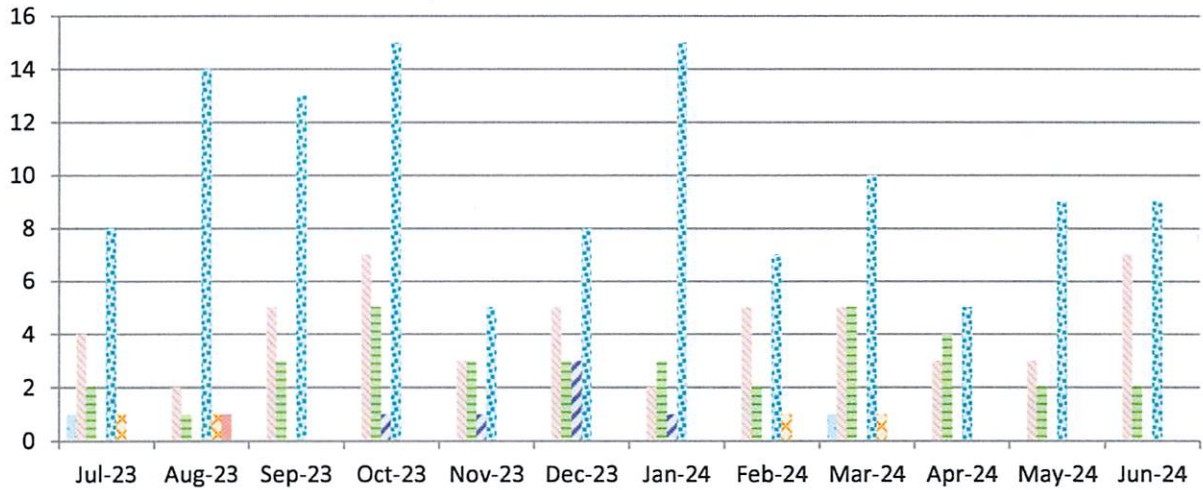
Calls for Service / Total Incidents Reported



Crime Summary

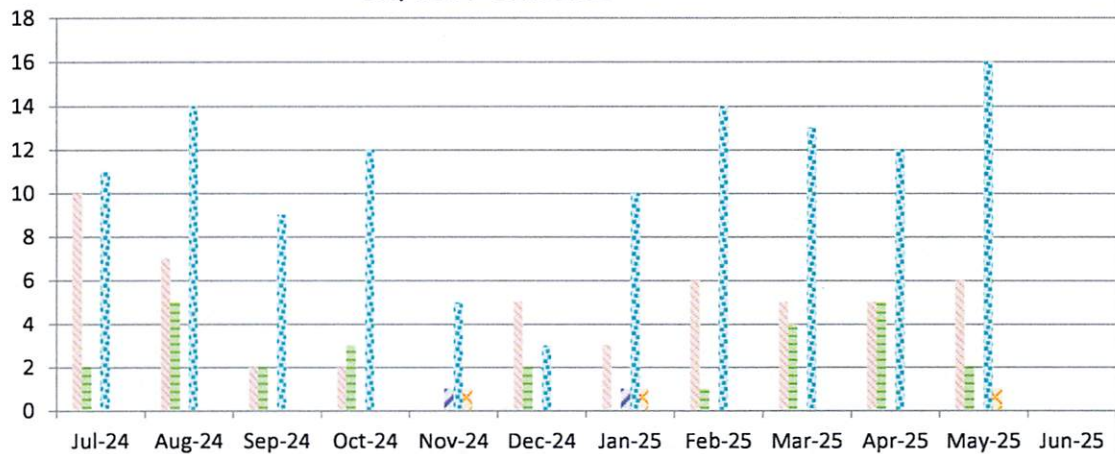
Item 9.

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

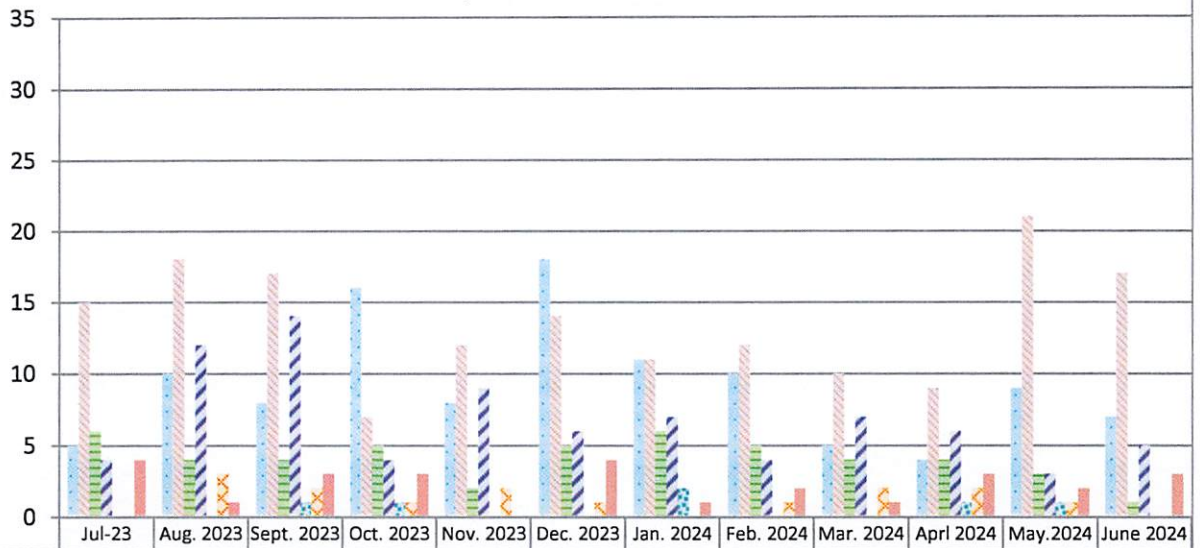
July 2024 - June 2025



	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	0	0	
Domestic Battery	10	7	2	2	0	5	3	6	5	5	6	
Battery Assaults	2	5	2	3	0	2	0	1	4	5	2	
Stolen Vehicle	0	0	0	0	1	0	1	0	0	0	0	
Larceny	11	14	9	12	5	3	10	14	13	12	16	
Burglary	0	0	0	0	1	0	1	0	0	0	1	
Robbery	0	0	0	0	0	0	0	0	0	0	0	
Homicide	0	0	0	0	0	0	0	0	0	0	0	

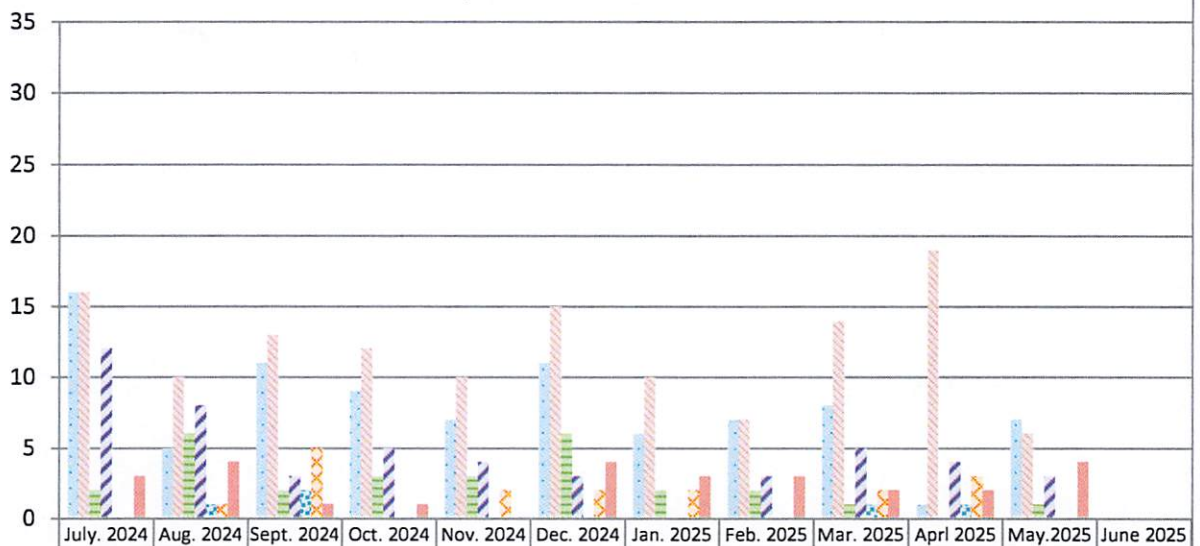
Arrest Summary

July 2023 - June 2024



	Jul-23	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	Aprl 2024	May.2024	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

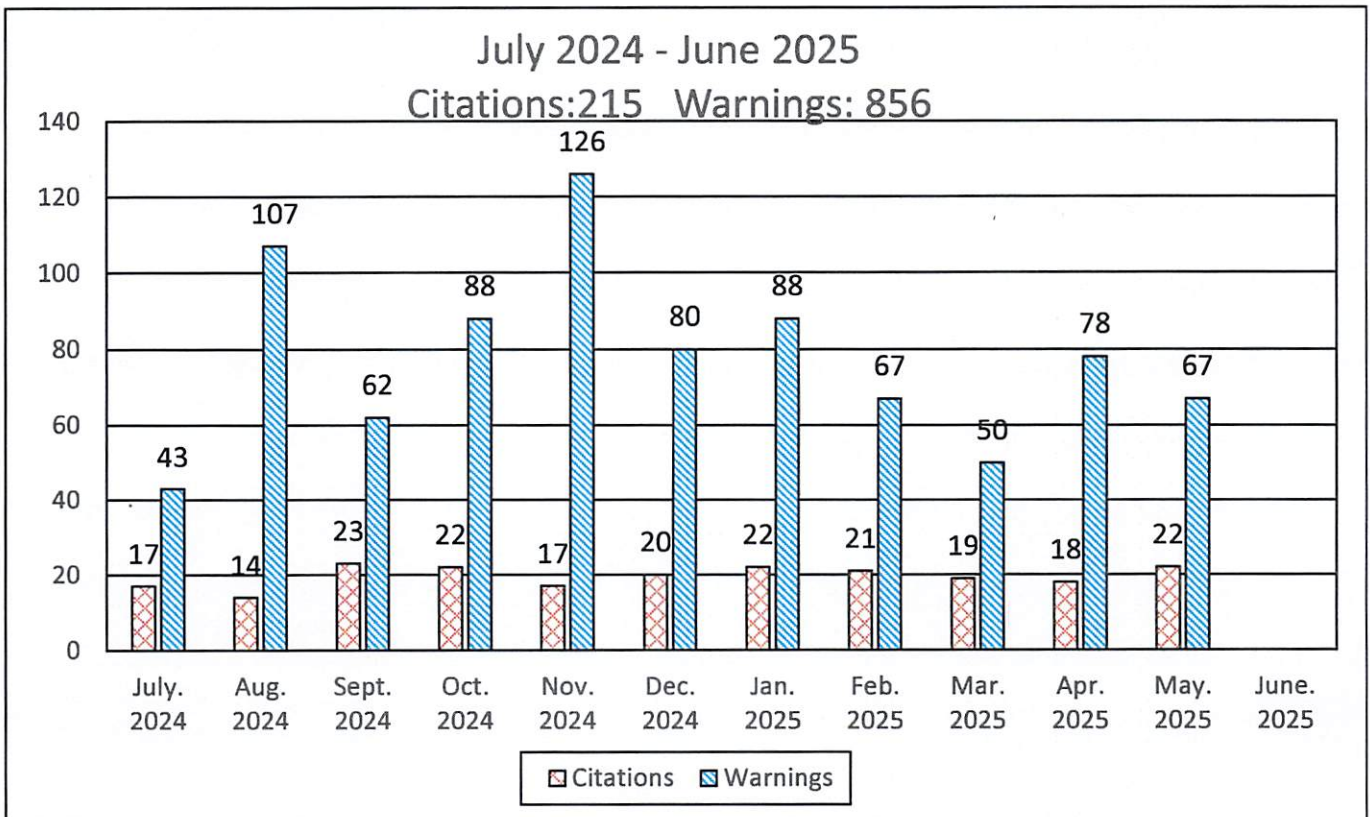
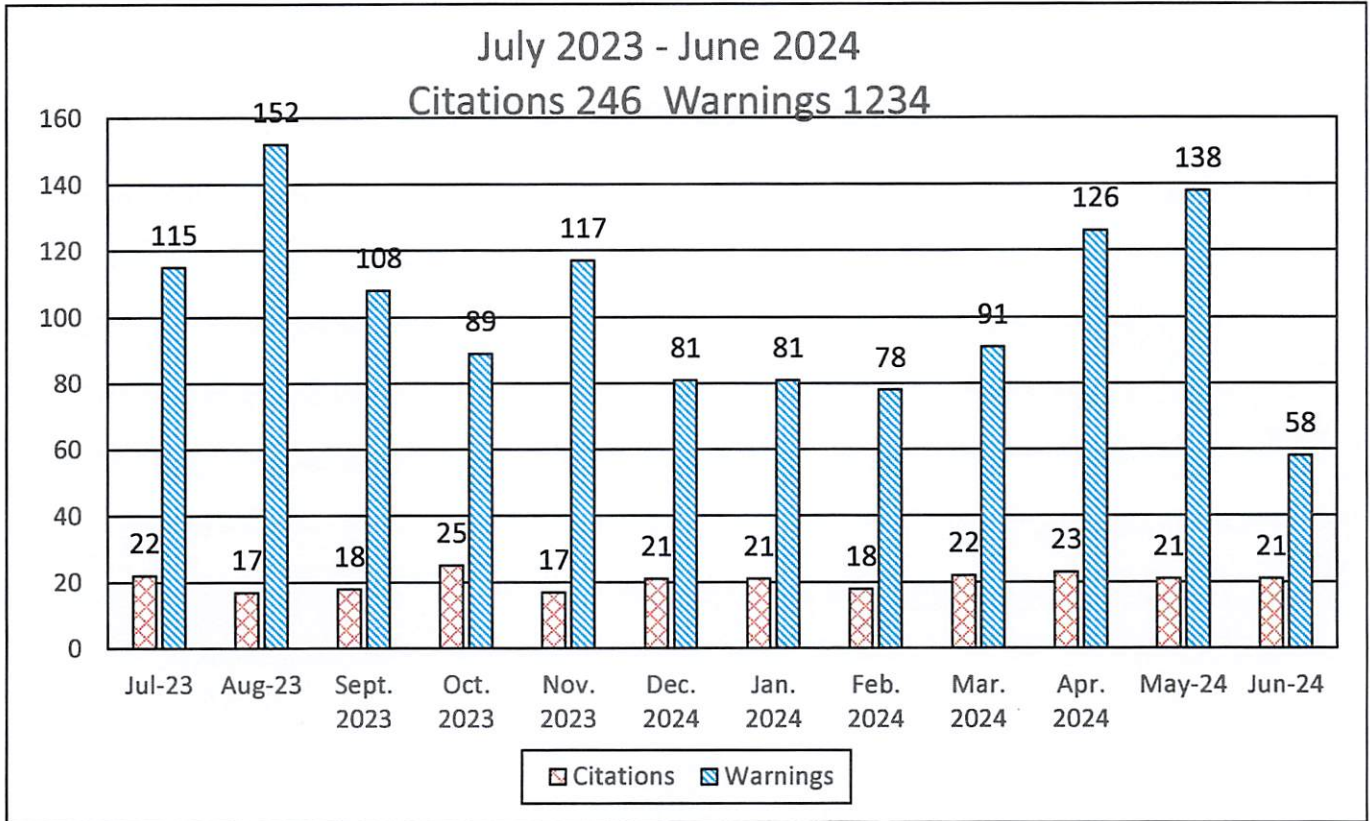
July 2024 - June 2025



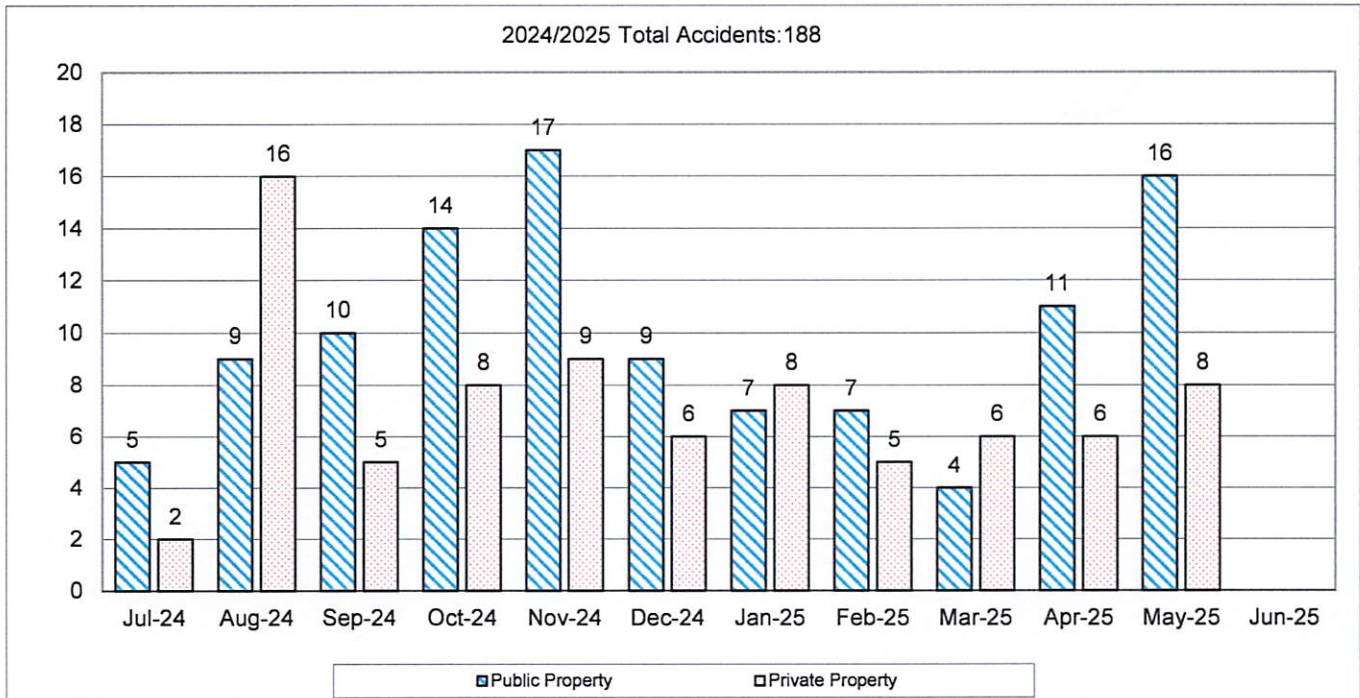
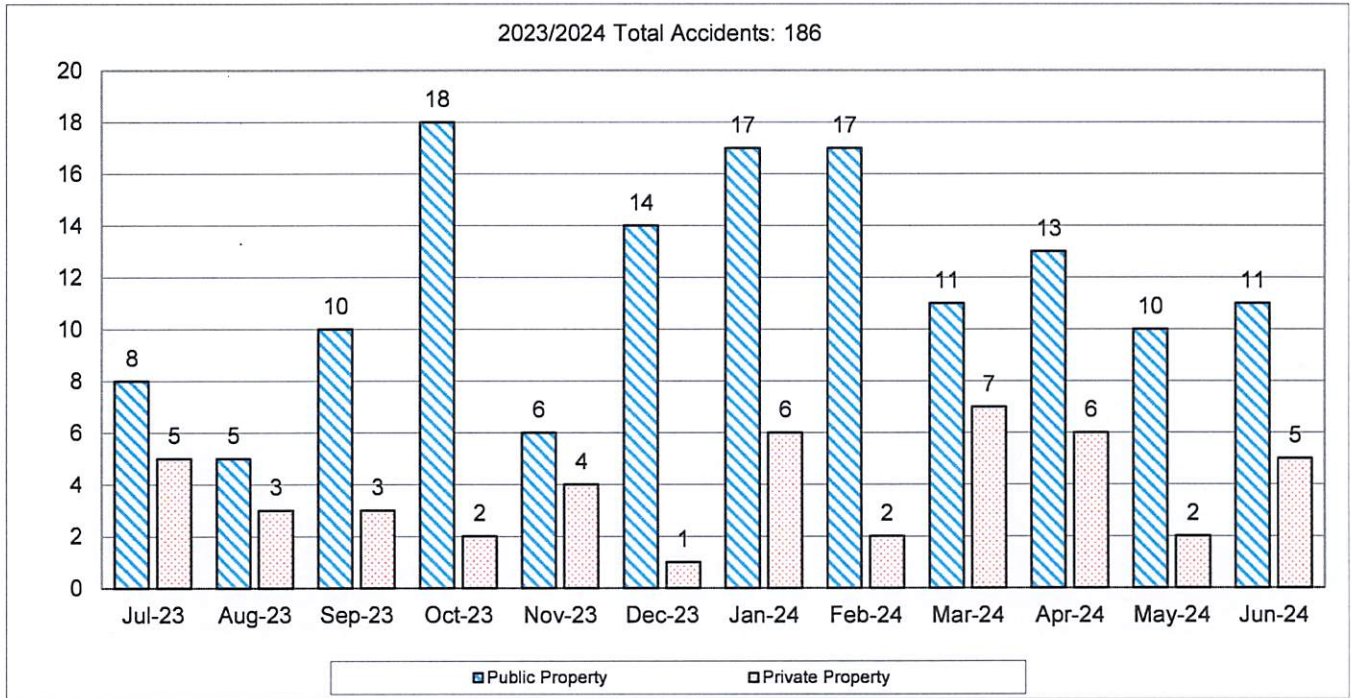
	July. 2024	Aug. 2024	Sept. 2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	Aprl 2025	May.2025	June 2025
Felony/GM	16	5	11	9	7	11	6	7	8	1	7	
Misd.	16	10	13	12	10	15	10	7	14	19	6	
DUI's	2	6	2	3	3	6	2	2	1	0	1	
Juvenile Misd.	12	8	3	5	4	3	0	3	5	4	3	
Juvenile Felony/GM	0	1	2	0	0	0	0	0	1	1	0	
CPC's	0	1	5	0	2	2	2	0	2	3	0	
Domestic Violence	3	4	1	1	0	4	3	3	2	2	4	

Moving Citations Traffic Warnings

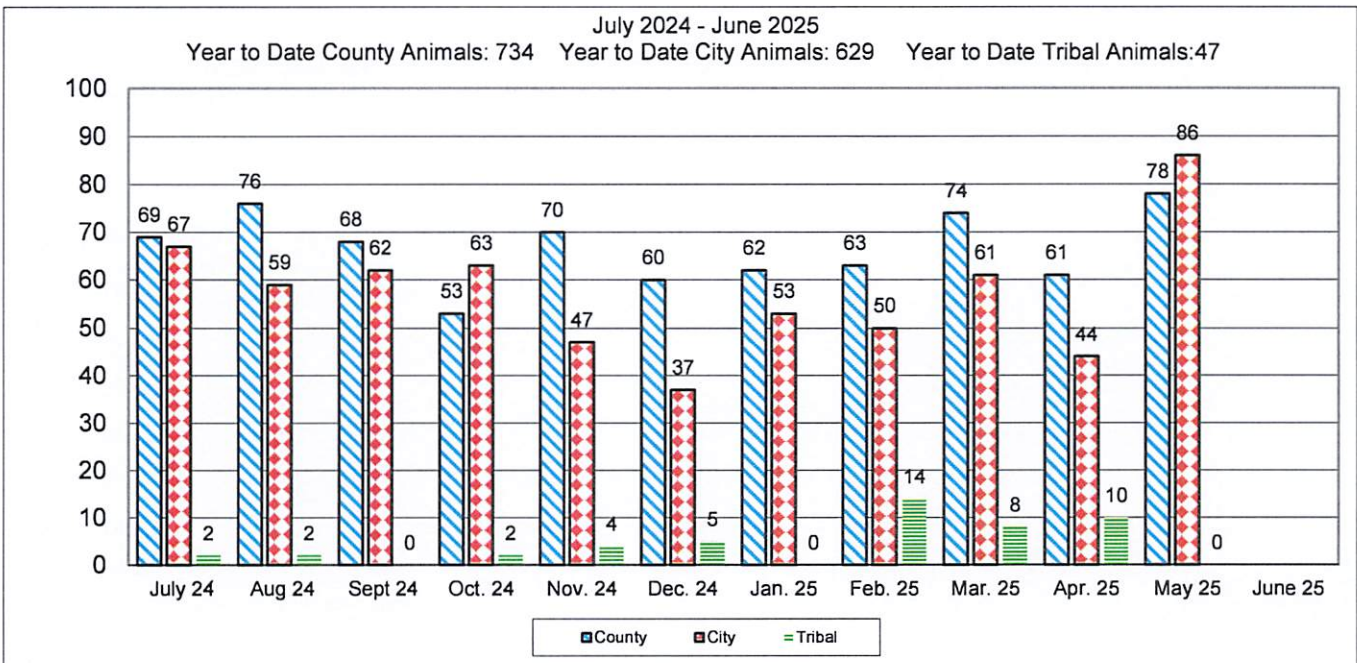
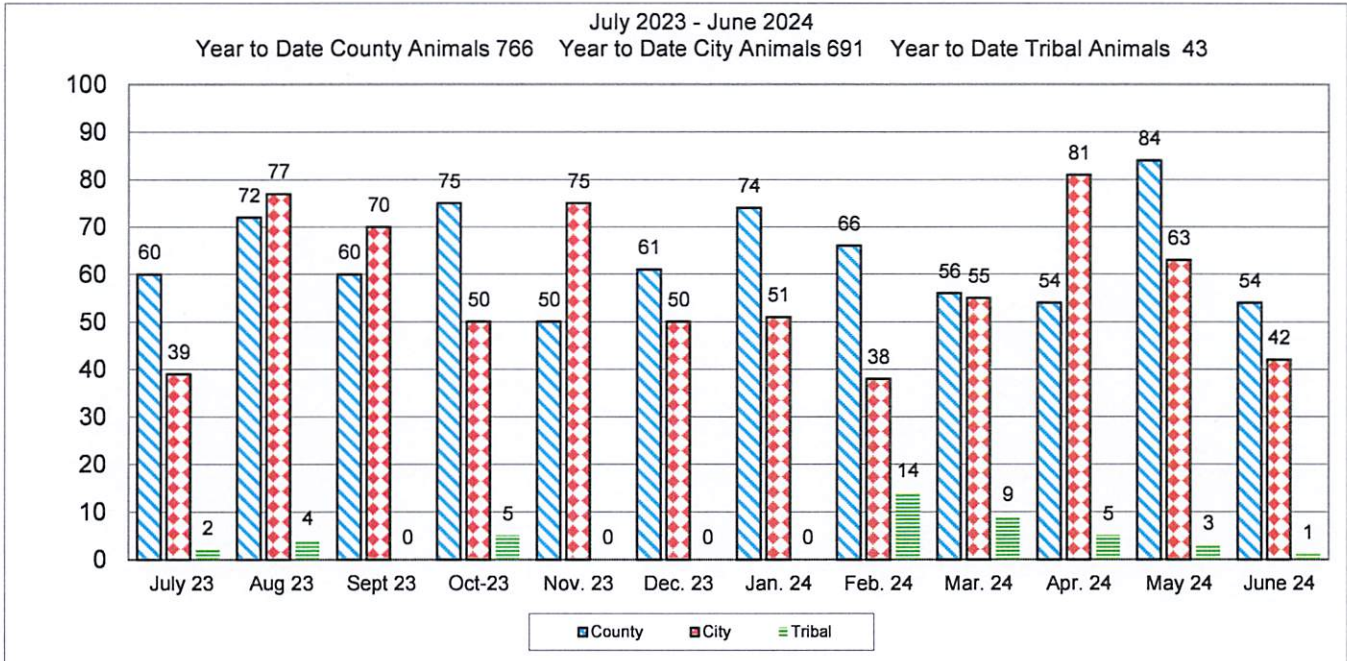
Item 9.



Traffic Accidents



Animal Shelter Services



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

ASSISTANCE

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

INDOCTRINATION

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

VOLUNTEERS IN POLICE SERVICES

May 2025 the Fallon Police VIPS volunteered ninety-seven and one half (97.5) hours to the agency.

OTHER PUBLIC RELATIONS

During April officers conducted special detail for the following:

- On May 11, 2025, officers provided an escort for Oasis Academy to a State Championship.
- On May 14, 2025, officers provided an escort for CCHS to a State Championship.
- On May 14, 2025, officers provided traffic control for a funeral escort.
- On May 14, 2025, Detective Groom & Officer Armbruster attended a wellness event at Rafter 3C Arena.
- On May 15, 2025, CSO Burgess set up a radar trailer on North Taylor Street.
- On May 15, 2025, officers provided an escort for CCHS to a State Championship.
- On May 15, 2025, officers provided an escort for Oasis Academy to a State Championship.
- On May 17, 2025, officers provided an escort for CCHS to a State Championship.
- On May 17, 2025, officers attended an Armed Forces Day event.
- On May 20, 2025, Detective Groom spoke to Girl Scouts about Police work.
- On May 21, 2025, officers provided traffic control for Oasis Academy walking field trips.
- On May 22, 2025, officers ate lunch with the students at Agape School.
- On May 22, 2025, officers provided traffic control to Deputy Redmond's funeral procession.
- On May 23, 2025, officers attended the CCHS graduation ceremony.

BREAKDOWN OF ARRESTS

During the month of May, the Police Department had twenty-one (21) total arrests:

- There were seven (7) felony/gross misdemeanor arrests
- There were six (6) misdemeanor arrests
- There were three (3) juvenile arrests
- There was one (1) DUI
- There were no (0) CPC arrests
- There were four (4) Domestic Violence arrests



Activity Report for May 2025

Total Service Hours	97.5
Training Hours	0
Helping Hand Contacts	32
Other Assignments:	
<i>Helping Hand</i>	<i>18.5 hours</i>
<i>Graduation Ceremony</i>	<i>12.0 hours</i>