



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV

November 03, 2026 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on November 3, 2026 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 October 20, 2026. **(For possible action)**

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

A) Accounts Payable

B) Payroll

C) Customer Deposit

6. Consideration of application by Lani Moore for a drinking establishment (on-premise) liquor license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. **(For possible action)**

7. Consideration of application by Lani Moore for a cabaret license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. **(For possible action)**
8. 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 001-061-03, consisting of approximately 1.24 acres, from Michael A. Casey and Claudia C. Casey, trustees, of the Casey Family Trust, dated January 4, 2024, in the amount of fifty thousand dollars (\$50,000) and related escrow fees and costs. **(For possible action)**
9. Fallon Police Department Monthly Report for September 2026 **(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 October 28, 2026 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
October 20, 2026**

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
Chief of Staff Bob Erickson
City Attorney Trent deBraga
Deputy City Attorney Jaren Stanton
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Treasurer Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Erik Fain
Chief Daniel Babiarz
Captain John Riley
Captain Jose Perez
City Engineer Derek Zimney
Emergency Manager Steve Endacott

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

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford stated that Councilman Harmon would be out-of-town and unable to attend the meeting.

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

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

Public Comments

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

No comments were noted.

Consideration and possible approval of Council Meeting Minutes for September 15, 2026, and October 6, 2026.

Councilwoman Frost motioned to approve the Council Meeting Minutes for September 15, 2026, and October 6, 2026, with no corrections or additions; seconded by Councilwoman Kent and approved with a 2-0 vote by the Council.

Approval of Warrants

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

Councilwoman Kent motioned to approve the accounts payable, payroll and customer deposit warrants; seconded by 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 9:03 a.m.

Mayor Ken Tedford

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



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 26, 2026
 AGENDA DATE: November 3, 2026
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM TITLE: Consideration of application by Lani Moore for a drinking establishment (on-premise) liquor license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Motion to approve application and to issue a drinking establishment (on-premise) liquor license to Lani Moore for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street.

DISCUSSION: Lani Moore, Owner of Burn the Ships LLC dba: Black Door Events Center has made an application for a drinking establishment (on-premise) liquor license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. A drinking establishment liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption upon the premises only.

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

FISCAL IMPACT: Annual drinking establishment fee revenue.

PREPARED BY: Elsie Lee, Deputy City Clerk



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



RECEIVED
OCT 19 2026
FALLON
POLICE
DEPT.

LIQUOR LICENSE APPLICATION

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

Applicant Name: MOORE LANI RAE Application Date: 9-25-2026
Last First MI

Title: OWNER Phone: 775-217-9615

Date of Birth: [REDACTED] Driver's License Number: [REDACTED]
State: [REDACTED]

List all addresses in which you have resided at for the past five (5) years.

Begin/End	Physical Address	City	State	Zip
x - Present	1683 Tumbleweed Rd	Fallon	NV	89406

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

Business Name: BURN THE SHIPS LLC / DBA: BLACK DOOR EVENTS CENTER

Business Owner(s):

Name	Address	Title
LANI R. MOORE	1683 TUMBLEWEED RD	OWNER
	FALLON NV 89406	

Business Address: 406 S. MAINE ST. FALLON NV 89406
City State Zip

Provide a brief description of the portion to be occupied by the establishment for which the license is sought: (Attach drawing of layout)

KITCHEN / BAR

PATIO BAR

Is the premises to be licensed leased by the applicant? ☐ Yes ☒ No

Name of the owner of the premises: LANI R. MOORE

Name of the owner's authorized agent, if any: _____

What type of license for which the application is made: ☐ Retail (Off Premises) ☒ Drinking Establishment (On Premises)

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



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

If Yes, list the business(es) you have owned or managed.					
Begin/End	Name	Address	City	State	Zip
1993-1996	Summer House	W. Williams Ave	Fallon	NV	89406

Have you ever been issued a business or a liquor license? ☒ Yes ☐ No

If Yes, when? 1993 What Agency? Summerhouse Restaurant

Have you ever had a business or liquor license revoked? ☐ Yes ☒ No

If Yes, when? What Agency?

Have you ever been denied a business or liquor license? ☐ Yes ☒ No

If Yes, when? What Agency?

Have you received any specialized training for serving alcoholic beverages? ☐ Yes ☒ No

If Yes, explain:

Have you ever been arrested? ☐ Yes ☒ No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

List five (5) references **not related** to you with daytime phone numbers:

Name	Phone	Relationship
Debra Clifford	775-427-2047	Friend
Jim Saline	775-217-5147	Neighbor
Andrea Reynolds	775-527-8690	Friend
Brandon Bird	775-426-8075	Friend
Karen King	775-217-8813	Friend

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

- That I have received and read a copy of Chapter 5.08 of the Fallon Municipal Code – Alcoholic Beverage Sales;
- That upon approval of a Liquor License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
- That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.

Loni R Moore
Applicant's Signature

**CITY OF FALLON CLERK'S OFFICE**

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

AUTHORIZATION AND RELEASE

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

Lani R. Moore
Applicant's Signature

OFFICIAL USE ONLY:

OFFICIAL USE ONLY:		
Account No.	License No.	Payment Received By:

FALLON POLICE DEPARTMENT

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

Daniel Babiarz
Chief of Police

October 22, 2026

This letter certifies that Lani R Moore, Burn the Ships LLC / DBA: Black Door Events Center, located at 406 South Maine Street, Fallon, NV 89406, has completed and passed her background check for a liquor license.

Additionally, I have met with the applicant regarding components of the Fallon Municipal Code concerning alcoholic beverage sales, as well as her responsibilities as the holder of the liquor license.

Furthermore, there is a supplemental form that specifically addresses the operation of the business, including identifying the on-site manager, and acknowledgments from the applicant indicating understanding that she may be held personally responsible for improper business practices.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DB' followed by a stylized flourish and the number '1048'.

Daniel Babiarz
Chief of Police

Liquor License Application Interview Supplement

APPLICANT: Moore, Lani R

DATE 10/22/2026

BUSINESS NAME: Burn the Ships LLC / DBA: Black Door Events Center

406 South Maine Street, Fallon, NV 89406

I (will)/will not) be the on-site supervisor.

If not, the on-site supervisor will be N/A

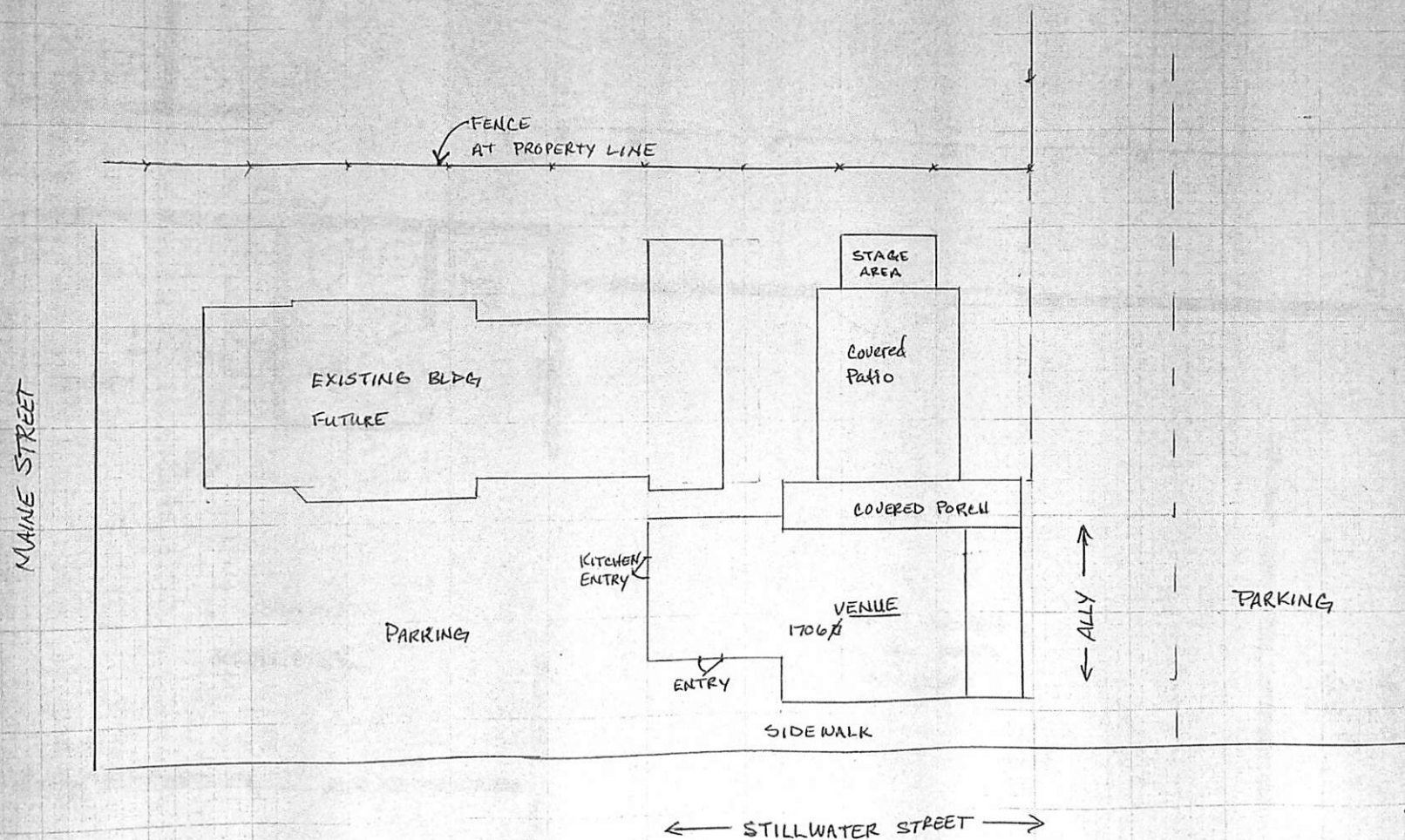
I understand that if the on-site supervisor changes, I am responsible for notifying the City Clerk's Office. Initials L.M.

I acknowledge that as the license holder, I am personally responsible for what is sold at the store/location. Initials L.M.

I further acknowledge that as the license holder, I am responsible for alcohol sales from the business and may be held personally responsible for alcohol sales that violate any law or ordinance. Initials L.M.

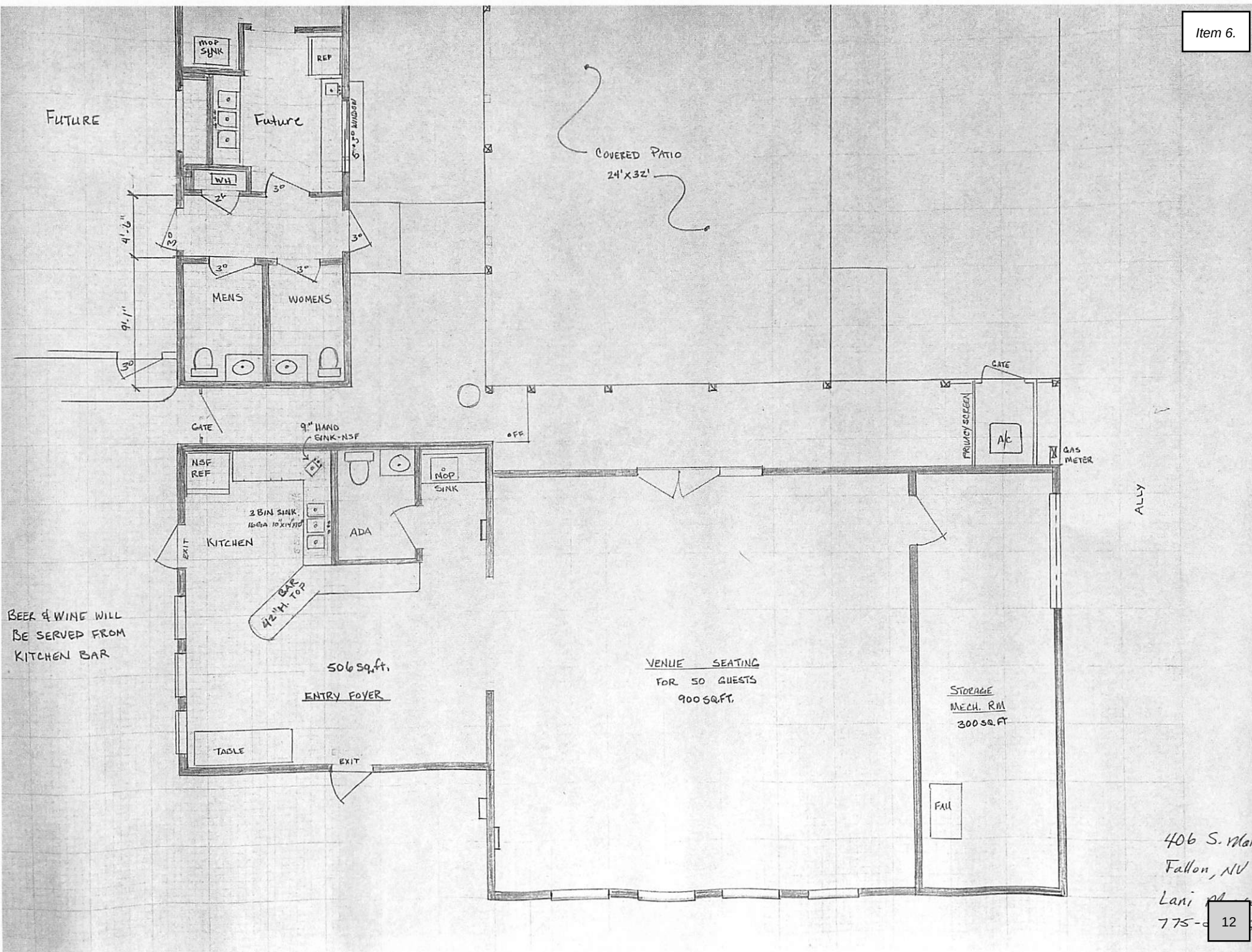
I have received, read and understand the Liquor and Business License requirements within the Fallon Municipal Code and agree to abide by those requirements. Initials L.M.

Witness: Daniel Babiarz, Chief of Police



PLOT PLAN
 $\frac{1}{4}" = 4'-0"$

ADDRESS
 406 S. MAINE ST.
 FALLON NV
 DBA: BLACKDOOR
 EVENTS CENTER
 OWNER: LANI R. MOORE
 775-217-9613



406 S. Main
 Fallon, NV
 Lani
 775-
 12



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Privilege License Supplemental Approval Form

Application Date: 10/23/2026

Applicant: Lani Moore

Business: Burn the Ships LLC dba: Black Door Events Center

License Type: Liquor License

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

OFFICIAL USE ONLY

City of Fallon	Approve	Approve with Conditions	Disapprove
Chief of Police	<u>[Signature]</u>		
Chief of Staff	<u>[Signature]</u>		
Engineering/Building Department	<u>[Signature]</u>		
Attorney's Office	<u>[Signature]</u>		
City Clerk's Office	<u>[Signature]</u>		
Fallon/Churchill Fire Dept	<u>[Signature]</u>		
Conditions required for approval: _____			
Committee recommendation for application: <u>Approved</u> <u>Approved with Conditions</u> <u>Disapproved</u>			

OFFICIAL USE ONLY:

Account No.

License No.

Payment Received By:



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 26, 2026
 AGENDA DATE: November 3, 2026
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM
 TITLE: Consideration of application by Lani Moore for a cabaret license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Motion to approve application and to issue a cabaret license to Lani Moore for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street.

DISCUSSION: Lani Moore, owner of for Burn the Ships LLC dba: Black Door Events Center has made application for a cabaret license for Burn the Ships LLC dba: Black Door Events Center to be located at 406 South Maine Street. A cabaret license is a privileged license that allows the licensee to provide live entertainment or dancing at the establishment.

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

FISCAL IMPACT: Annual cabaret license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

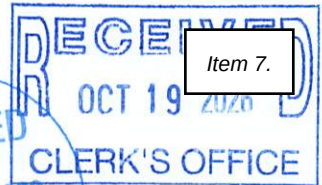


CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

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Fax: (775) 423-8874



OCT 19 2026

FALLON
POLICE
DEPT.

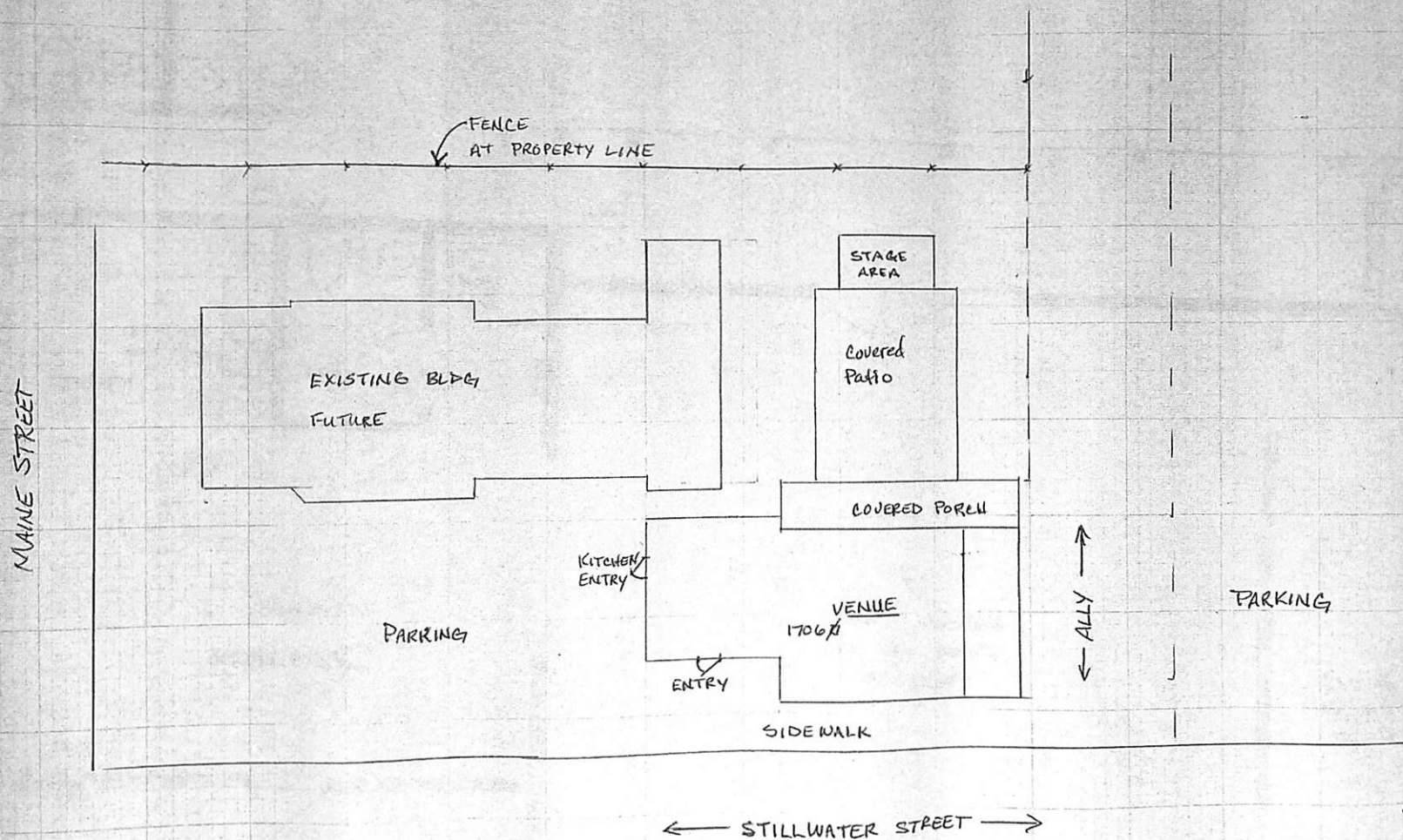
CABARET LICENSE APPLICATION

Application Type:	☒ New	☐ Owner Change	☐ Manager Change	☐ Location Change
Application Duration:	☒ Annual (Per calendar year - \$400 annual fee)	☐ Temporary (Not to exceed 48 hours - \$200 fee)		
Name:	<u>MOORE</u>	<u>LANI</u>	<u>R</u>	Application Date: <u>10-10-2026</u>
	Last	First	MI	
Title:	<u>OWNER</u>			Phone: <u>775-217-9615</u>
Business Entity Type:	☐ Sole Proprietor	☐ Partnership	☒ Limited Liability Company	☒ DBA
	☐ Corporation	☐ Association	☐ Other: _____	
Business Name:	<u>BURN THE SHIPS LLC / DBA: BLACK DOOR EVENTS CENTER</u>			
Business Owner(s): Name				Title
<u>LANI R. MOORE</u>				<u>OWNER</u>
Business Location: <u>406 S. MAINE ST.</u>				<u>FALLON</u> <u>NV</u> <u>89406</u>
				City State Zip
Room Description (Attach Floorplan): <u>Out door Patio 50'x60'</u>				
Specific description of live entertainment, attach additional pages if necessary (i.e., DJ, karaoke, live band, etc.):				
<u>Live band every Friday evening at outdoor patio area</u>				
<u>from 6:30pm - 9pm (Weather Permitting)</u>				

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

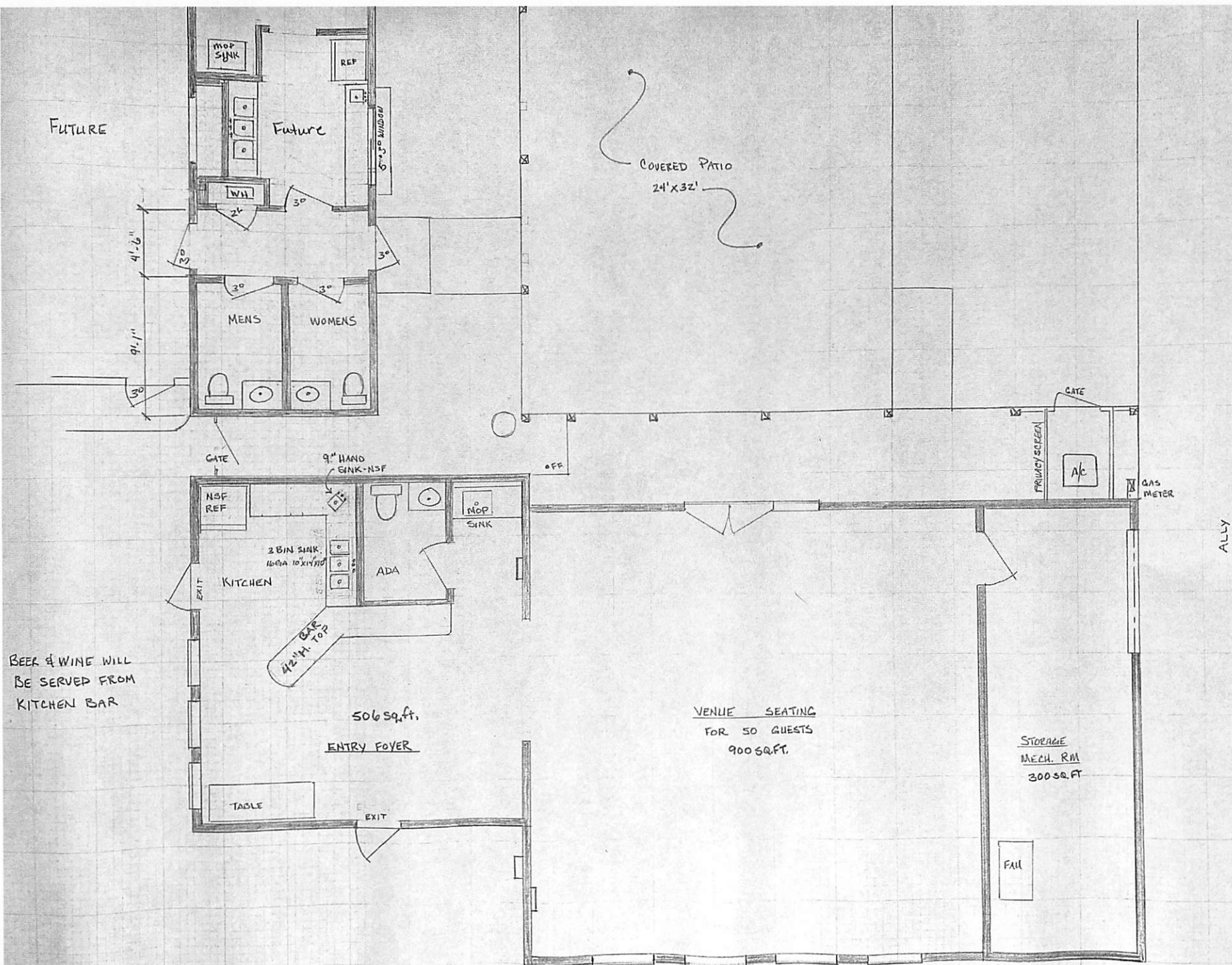
1. That no person not named in the application shall be directly or indirectly interested in the business to be conducted under such license;
2. That each and every person designated in this application is of legal age and a citizen or lawful resident of the United States;
3. That the general public shall have access to the premises during all hours in which business is conducted;
4. That the building specifications of said premises are attached hereto and made a part of this application.
5. That I have received and read a copy of Chapter 5.12 of the Fallon Municipal Code – Cabarets and Drinking Establishments;
6. That upon approval of a Cabaret License, I will conduct the business and business establishment in accordance with the provisions of the laws of the State of Nevada, the United States, and the ordinances of the City of Fallon applicable to the conduct of business; and
7. That the above information is true and correct to the best of my knowledge and belief and that such declaration is made with the full knowledge that any failure to disclose, misstatement, or other attempt to mislead may be considered sufficient cause for denial of a business license.

Lani R Moore
Applicant



PLOT PLAN
 $\frac{1}{4}" = 4'-0"$

ADDRESS
 406 S. MAINE ST.
 FALLON NV
 DBA: BLACKDOOR
 EVENTS CENTER
 OWNER: LANI R. MOORE
 775-217-9615



BEER & WINE WILL
BE SERVED FROM
KITCHEN BAR

406 S. Main
Fallon, NV
Lani
775-8



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

Privilege License Supplemental Approval Form

Application Date: 10/23/2026

Applicant: Lani Moore

Business: Burn the Ships LLC dba: Black Door Events Center

License Type: Cabaret

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

OFFICIAL USE ONLY

City of Fallon	Approve	Approve with Conditions	Disapprove
Chief of Police	<u>[Signature]</u>		
Chief of Staff	<u>[Signature]</u>		
Engineering/Building Department	<u>[Signature]</u>		
Attorney's Office	<u>[Signature]</u>		
City Clerk's Office			
Fallon/Churchill Fire Dept	<u>[Signature]</u>		
Conditions required for approval: _____			
Committee recommendation for application: <u>Approved</u> <u>Approved with Conditions</u> <u>Disapproved</u>			

OFFICIAL USE ONLY:

Account No.	License No.	Payment Received By:
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CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 26, 2026
 AGENDA DATE: November 3, 2026
 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 001-061-03, consisting of approximately 1.24 acres, from Michael A. Casey and Claudia C. Casey, trustees, of the Casey Family Trust, dated January 4, 2024, in the amount of fifty thousand dollars (\$50,000) and related escrow fees and costs. **(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 001-061-03, consisting of approximately 1.24 acres, from Michael A. Casey and Claudia C. Casey, trustees, of the Casey Family Trust, dated January 4, 2024, in the amount of fifty thousand dollars (\$50,000) and related escrow fees and costs.

DISCUSSION:

Churchill County Assessor's Parcel Number 001-061-03 is located in the southwest corner of what is known as Rattlesnake Hill. The City of Fallon owns a majority of the parcels comprising Rattlesnake Hill and the acquisition of this parcel will allow further control of Rattlesnake Hill and allow the City to include this parcel for future annexation purposes.

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: \$50,000.00 plus escrow fees and closing costs.

PREPARED BY: Trent deBraga, City Attorney

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PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 23 day of October 2026, by and between MICHAEL A. CASEY and CLAUDIA C. CASEY, Trustees, of the CASEY FAMILY TRUST, dated January 4, 2024 ("Seller"), and the CITY OF FALLON, a political subdivision located within Churchill County, Nevada ("Buyer"). Seller and Buyer may be collectively referred to as the "Parties."

RECITALS:

WHEREAS, Seller is the owner of certain real property situated in the County of Churchill, State of Nevada, identified by Churchill County Assessor's Parcel Number 001-061-03 (the "Real Property"), which is more particularly described as follows:

Parcel 1 of the Parcel Map for Joe Serpa Jr., Trustee recorded June 27, 1984, under Document No. 206571, 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.

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 CORE TITLE GROUP located at 190 W. Center Street,

Sellers' Initials: MAC CCC

1

Buyer's Initials: _____

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 FIFTY THOUSAND DOLLARS (\$50,000.00), United States currency.

Section 2.3 Landfill Rocks. In addition to the Purchase Price, Buyer agrees to grant to MICHAEL A. CASEY and CLAUDIA C. CASEY, personally and individually, and not to their heirs, successors, or assigns, the opportunity to select and choose any rocks that have been excavated that are located at the City of Fallon's landfill. Buyer agrees to deliver any of the rocks selected to MICHAEL A. CASEY and/or CLAUDIA C. CASEY, provided the delivery location is located within four (4) miles of the City of Fallon's incorporated limits. Buyer and MICHAEL A. CASEY and CLAUDIA C. CASEY agree that this Section 2.3 provision shall terminate upon the death of the last survivor of MICHAEL A. CASEY and CLAUDIA C. CASEY.

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.

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 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 thirty (30) 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.

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:

Sellers' Initials: MAC CCC

Buyer's Initials: _____

- a) Cash, certified check, or electronic funds transfer in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00);
- 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); and
- 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.

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 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.

Sellers' Initials: MTC CCC

Buyer's Initials: _____

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. Except for Section 2.3, 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 c) facsimile addressed to the party for whom intended at the address specified in this Section.

To Seller: Michael A. Casey & Claudia C. Casey
P.O. Box 5184
Fallon, NV 89407

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 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,

Sellers' Initials: MAC CCC

Buyer's Initials: _____

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 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 6.12 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 6.13 Attorneys. Seller and Buyer will each be responsible for the fees and expenses of their respective attorneys.

Sellers' Initials: WHE CCC

Buyer's Initials: _____

Section 7.13 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:

MICHAEL A. CASEY, Trustee
CASEY FAMILY TRUST, dated January 4, 2024

CLAUDIA C. CASEY, Trustee
CASEY FAMILY TRUST, dated January 4, 2024

Sellers' Initials:

ME CC

10

Buyer's Initials: _____



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 19, 2026
AGENDA DATE: November 3, 2026
TO: The Honorable City Council
FROM: Daniel Babiarz, Chief of Police
AGENDA ITEM TITLE: Fallon Police Department Monthly Report for September 2026 (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)

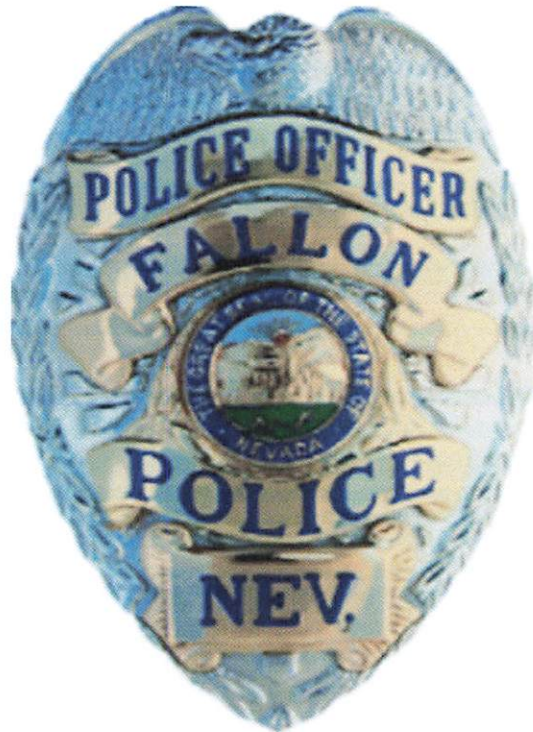
FISCAL IMPACT: None

FUNDING SOURCE: N/A.

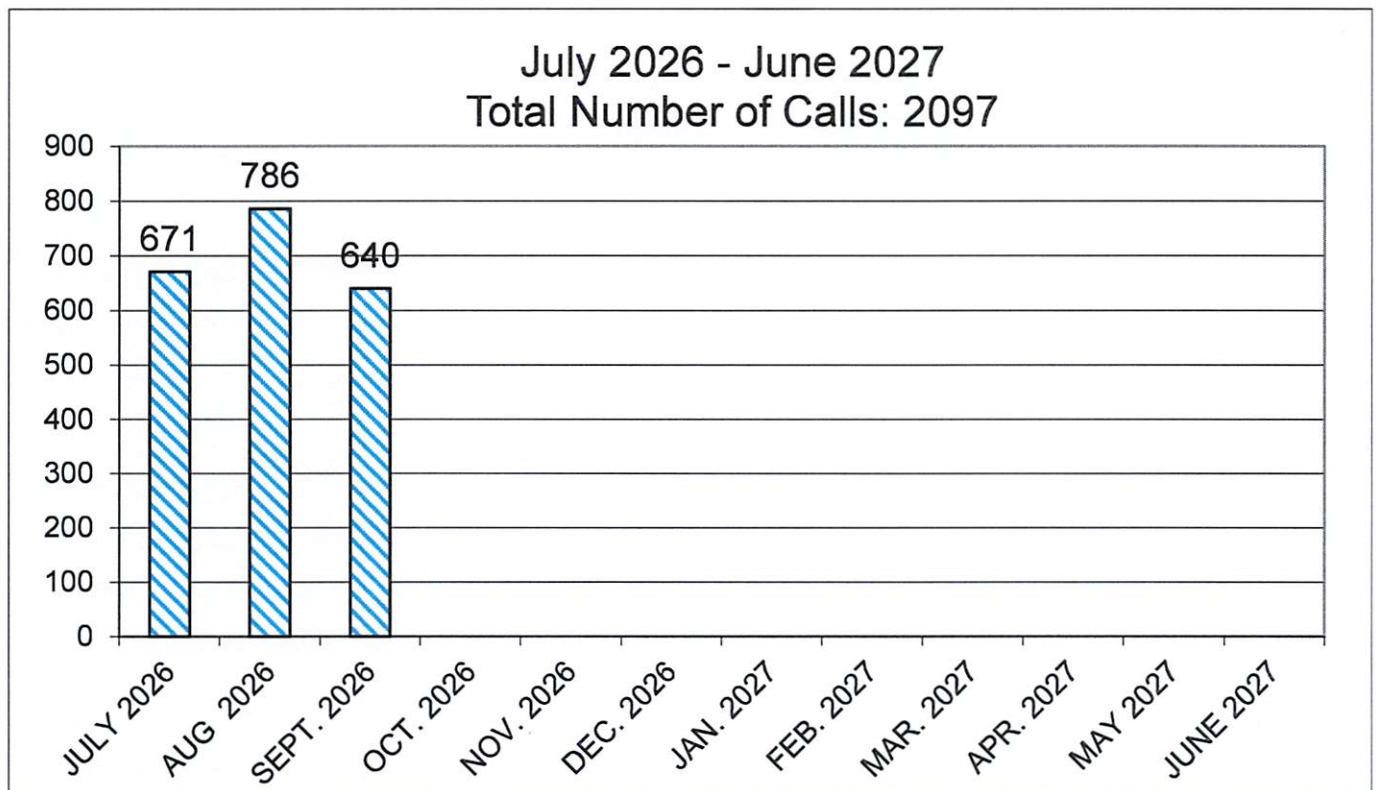
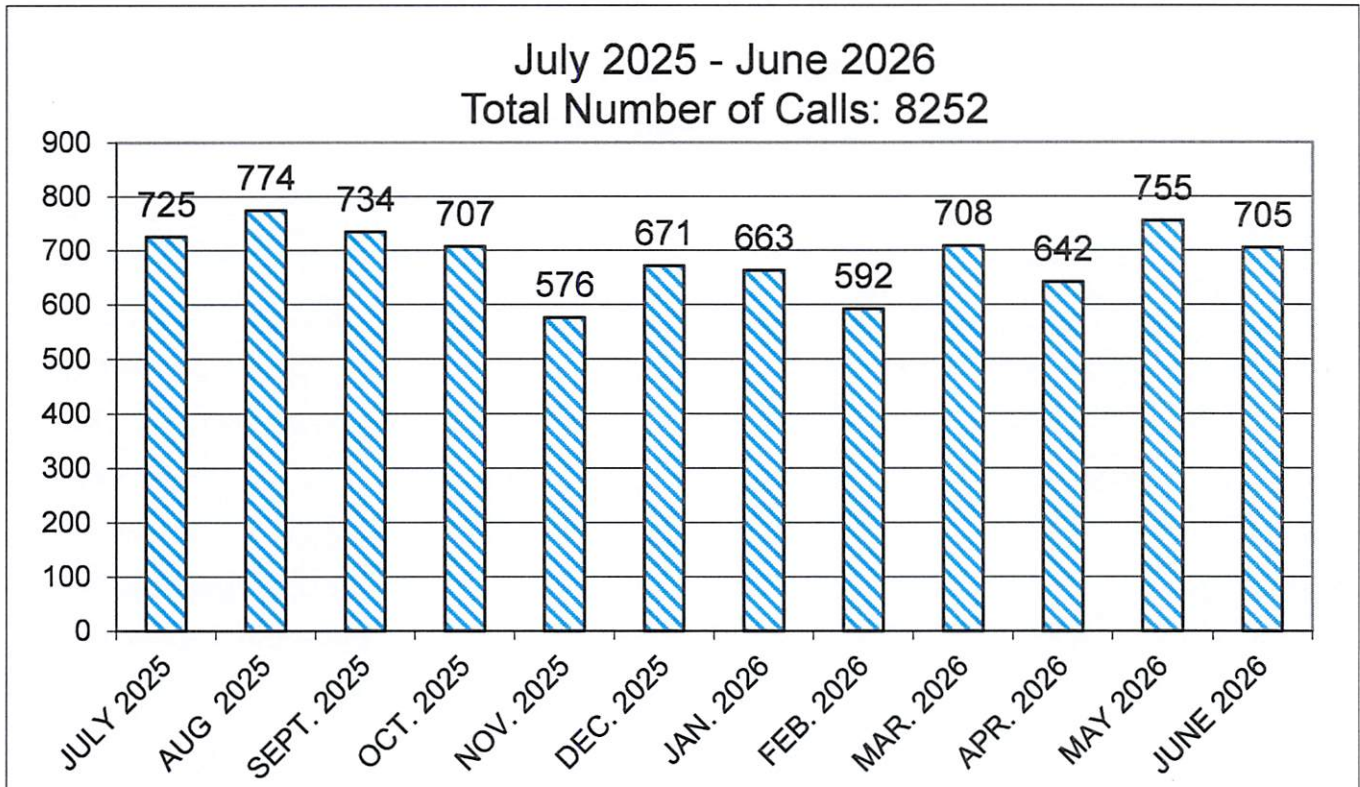
PREPARED BY: Emily Rasmussen

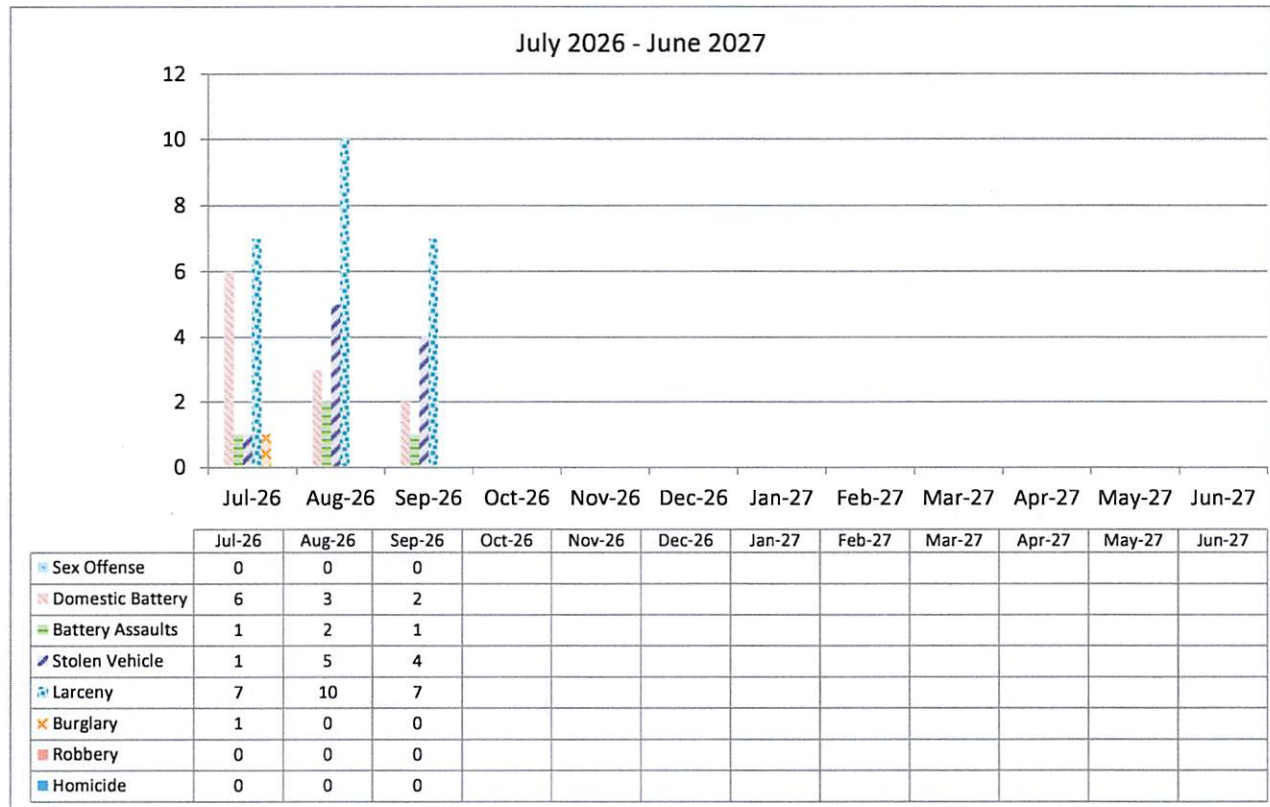
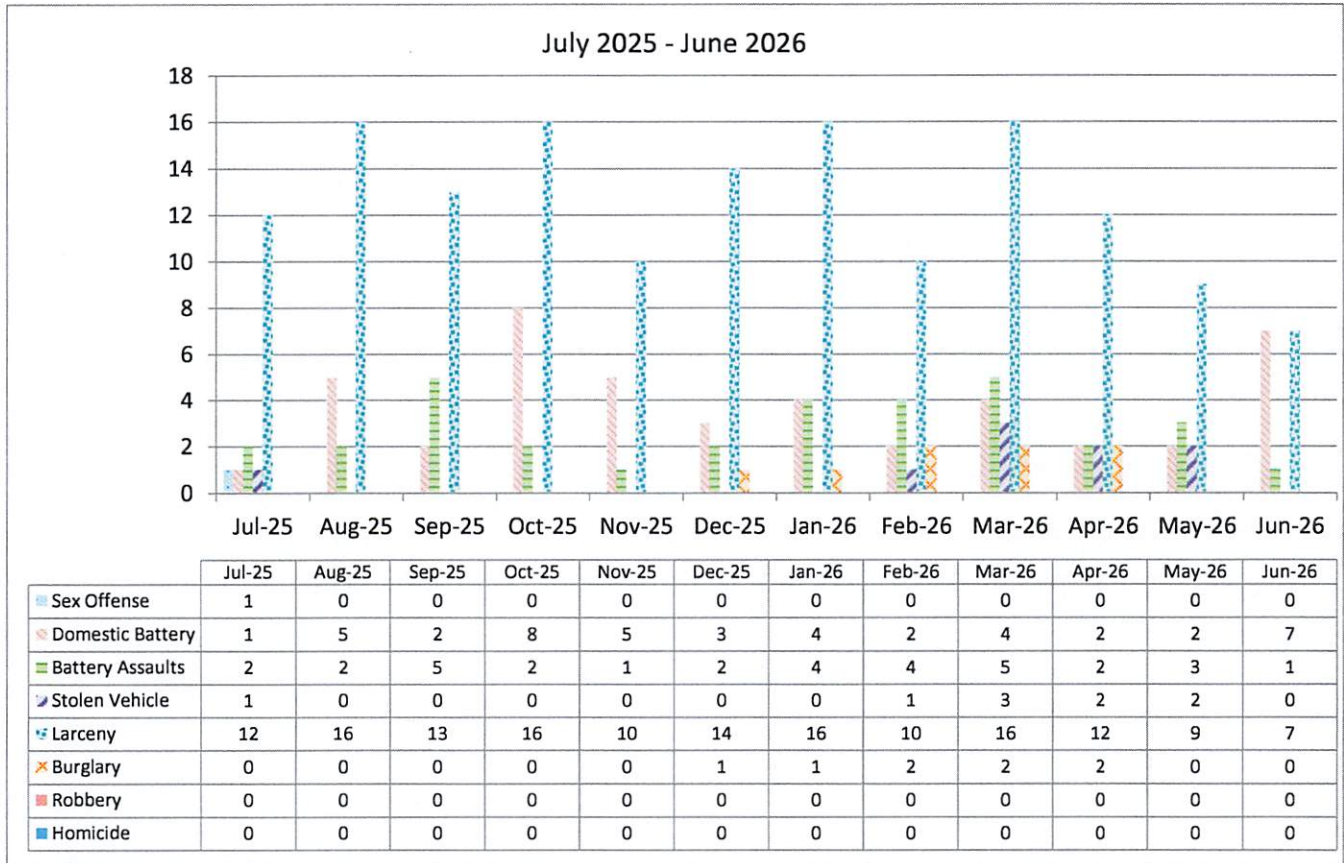
PRESENTED TO COUNCIL BY: Chief Daniel Babiarz

MONTHLY ACTIVITY REPORT



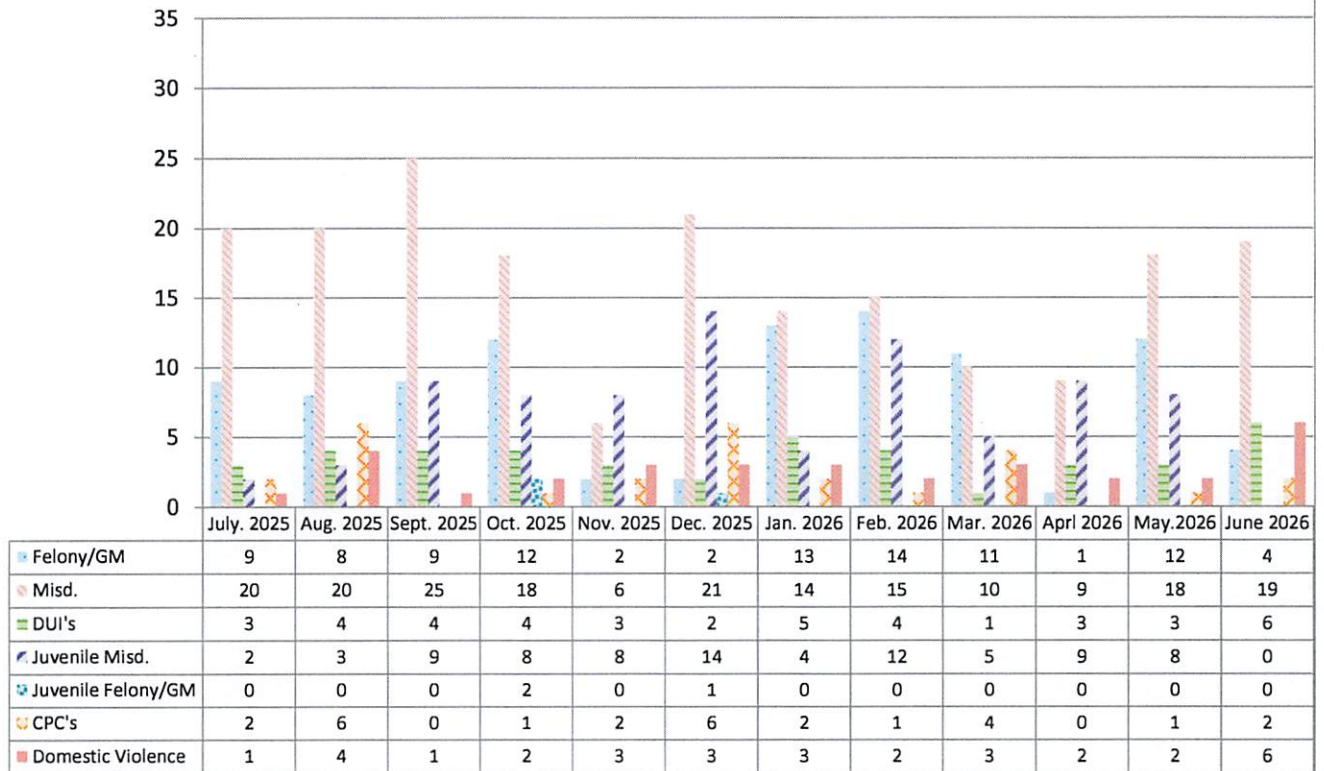
September 2026



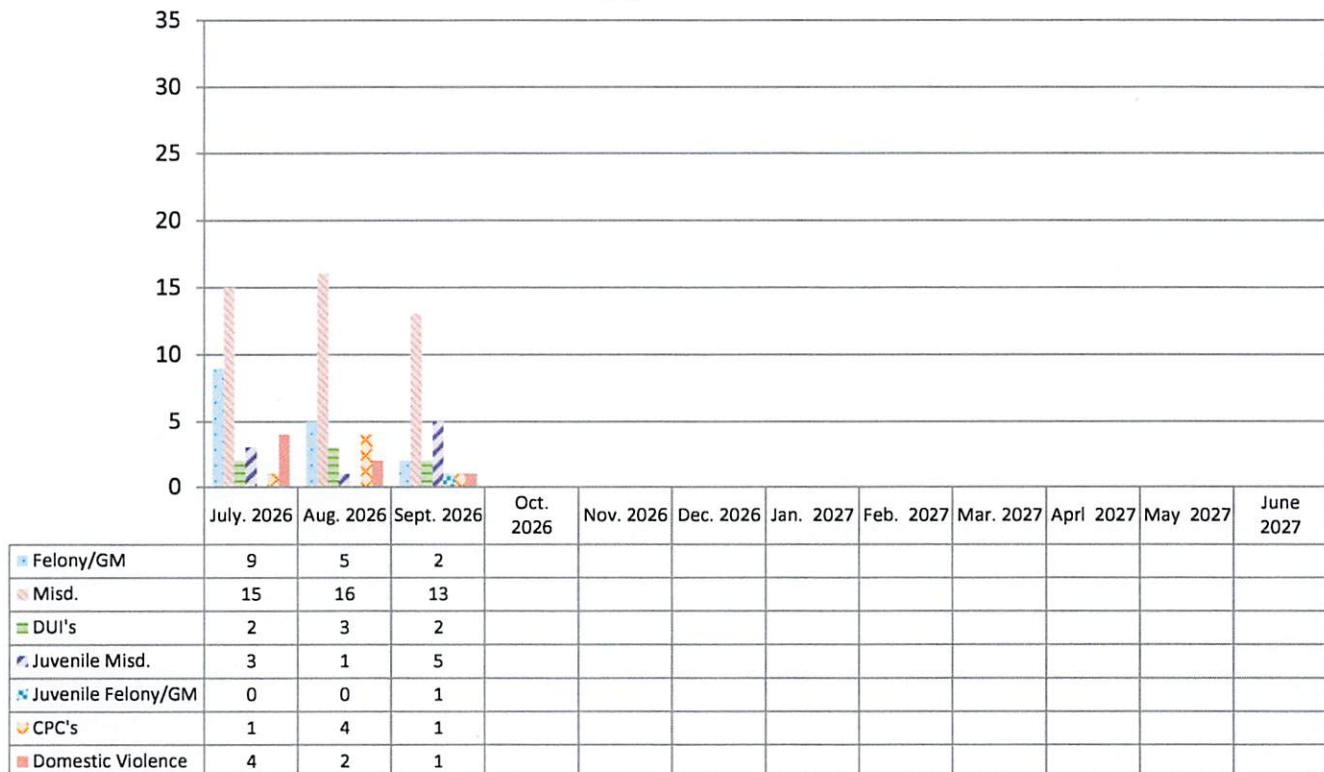


Arrest Summary

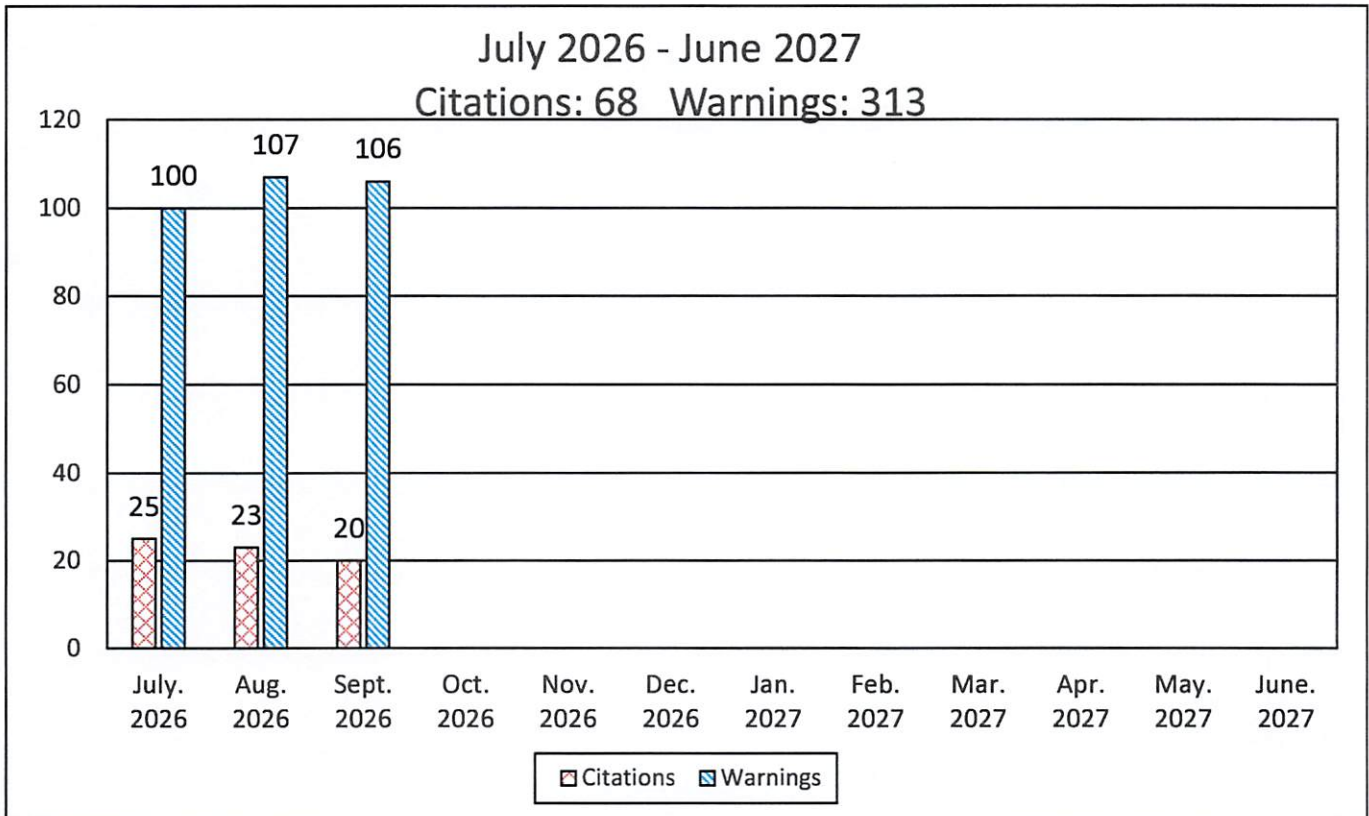
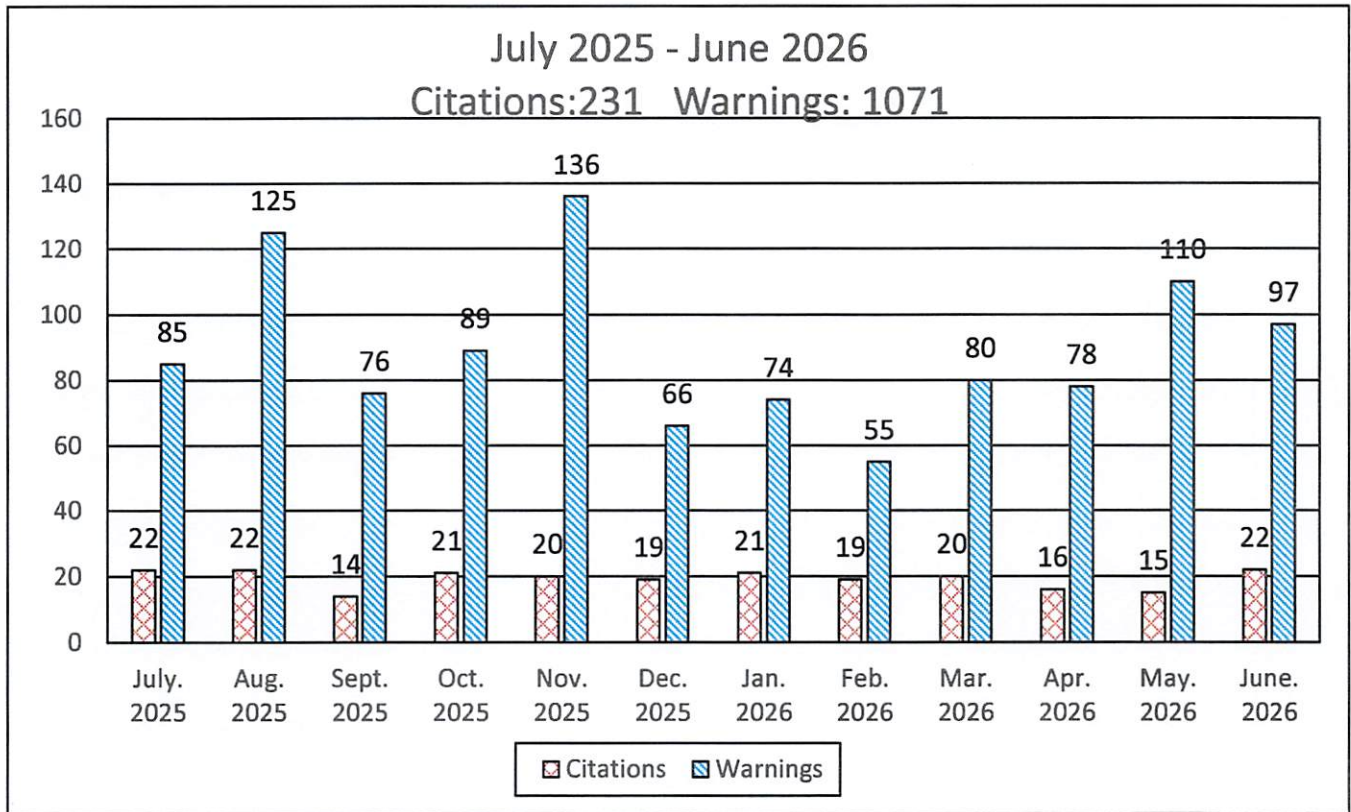
July 2025 - June 2026



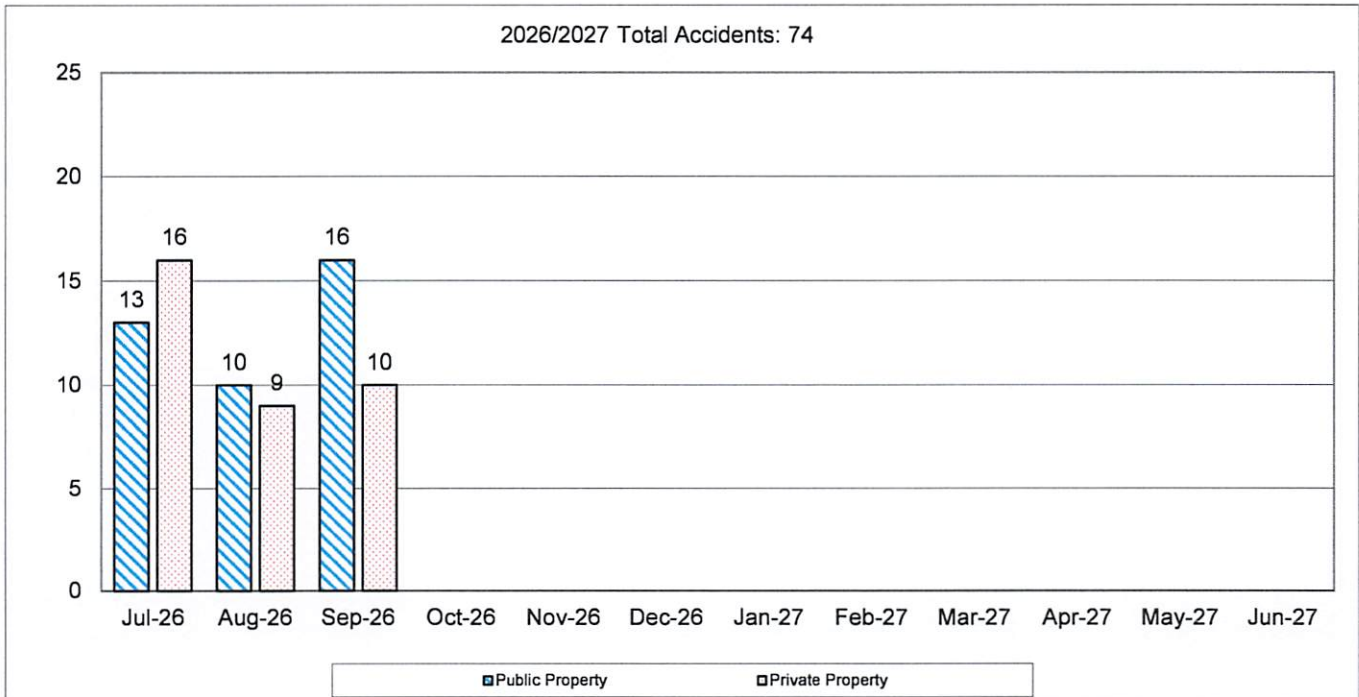
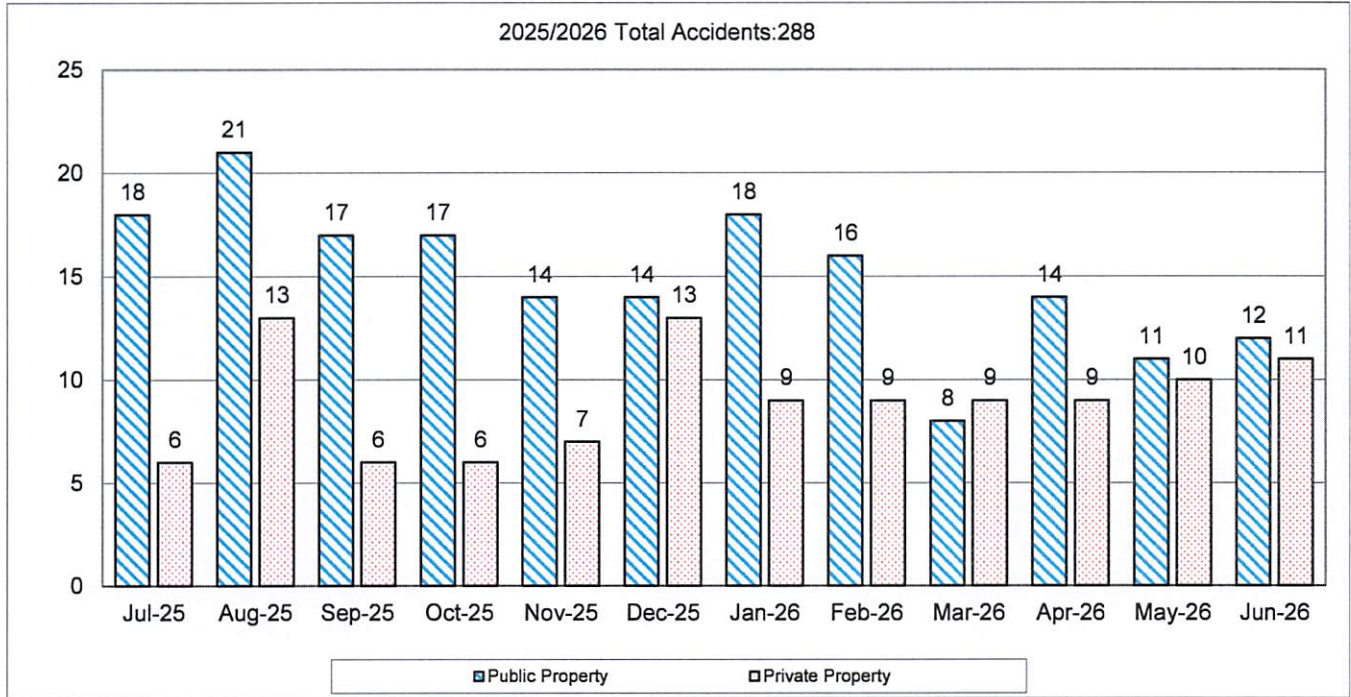
July 2026 - June 2027

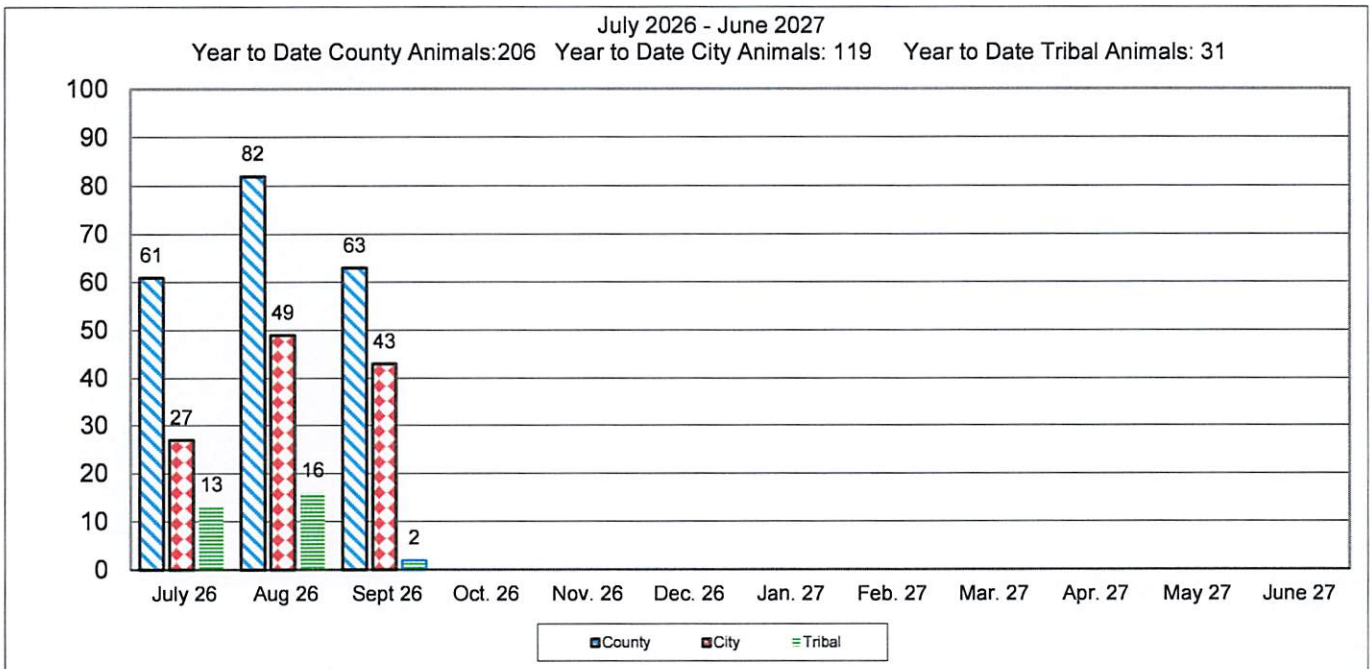
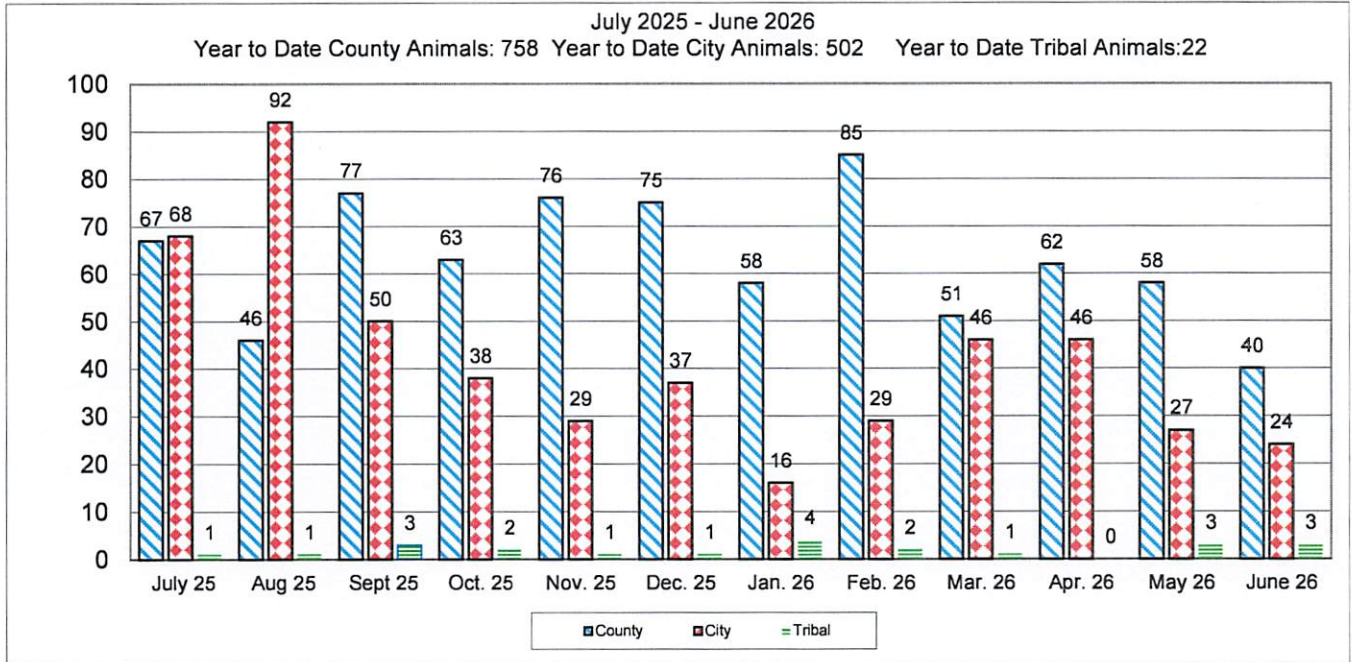


Moving Citation Traffic Warnings



Traffic Accidents





**Fallon Police Department
Activities / Special Events
September 2026
ASSISTANCE**

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

INDOCTRINATION

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

VOLUNTEERS IN POLICE SERVICES

September 2026 the Fallon Police VIPs volunteered ninety-four and one half (94.5) hours to the agency.

OTHER PUBLIC RELATIONS

During September officers conducted special details for the following:

- On September 4, 2026, CSO Hammond attended the Churchill County High School Community Service Fair.
- On September 7, 2026, The Fallon Police Department provided traffic control for the Labor Day Parade.
- On September 8, 2026, officers provided traffic control for a fountain dye.
- On September 12, 2026, CSO Hammond, CSO Norcutt and Kennel Tech Grondin attended the Splash Bash at the Splash Pad.
- On September 15, 2026, CSO Hammond placed the radar trailer in the 400 block of Venturacci Ln.

BREAKDOWN OF ARRESTS

During the month of September, the Police Department had twenty-five (25) total arrests:

- There were two (2) felony/gross misdemeanor arrests
- There were thirteen (13) misdemeanor arrests
- There were two (2) DUI arrests
- There were six (6) juvenile arrests
- There was one (1) CPC arrests
- There was one (1) Domestic Violence arrests



Activity Report for September 2026

Total Service Hours	94.5
Training Hours	
Helping Hand Contacts	39
Other Assignments:	
<i>Labor Day Parade</i>	<i>10.0</i>
<i>9/11 Ceremony</i>	<i>5.0</i>