AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV

March 03, 2026 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on March 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 February 17, 2026. **(For possible action)**

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

A) Accounts Payable

B) Payroll

C) Customer Deposit

6. Consideration and possible approval of election of officers of the Fallon/Churchill Volunteer Fire Department: Fire Chief - Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief - Kenneth "Russ" Jonte and Third Assistant Fire Chief- Alex Haffner. **(For possible action)**

7. Consideration of application by Brisa Somal for a mobile food vendor license for Nevada West Group LLC dba Tacos and Burgers Co. **(For possible action)**

8. Consideration and possible action to approve a contract with FLYINTIZ AVIATION, LLC, a Nevada limited liability company, to provide Fixed-Based Operator services at the Fallon Municipal Airport; and for other matters properly related thereto. (**For possible action**)

9. Fallon Police Department Monthly Report for January 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 February 26, 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
February 17, 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
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Trent deBraga
Deputy City Attorney Sean Rowe
Deputy City Attorney Jaren Stanton
City Clerk Treasurer Michael O'Neill
Deputy City Clerk Elsie Lee
Public Works Director Brian Byrd
Deputy Public Works Adrian Noriega
Deputy Public Works Erik Fain
Chief Daniel Babiarz
City Engineer Derek Zimney
Director of Tourism Jane Moon

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

Mayor Tedford led the Pledge of Allegiance.

Mayor Tedford 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 January 20, 2026, and February 3, 2026.

Councilman Harmon motioned to approve the Council Meeting Minutes for January 20, 2026, and February 3, 2026, with no corrections or additions; seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Approval of Warrants

A) Accounts Payable
B) Payroll
C) Customer Deposit

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

Consideration of an application by David Barkley for a cabaret license for the Overland Hotel & Saloon to be located at 125 East Center Street.

Deputy City Clerk Elsie Lee stated David Barkley, owner of Overland Hotel & Saloon has made an application for a cabaret license for the Overland Hotel & Saloon to be located at 125 East Center 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.

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

Councilman Harmon inquired if this was a new license or if they had one previously under a different name.

Deputy City Clerk Elsie Lee stated that this was a new license.

Councilwoman Frost inquired if this was just for karaoke as depicted in the application.

David Barkley stated that was basically the idea.

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

No further comments were noted.

Councilman Harmon motioned to approve the application by David Barkley for a cabaret license for the Overland Hotel & Saloon to be located at 125 East Center Street; seconded by Councilwoman Frost and approved with a 3-0 vote by the Council.

Consideration and possible approval of a Merger and Re-subdivision Parcel Map for Scott and Susanna Payne to combine Churchill County Assessor's Parcel Numbers 001-641-17 and 001-641-30, commonly known as 680 and 690 East Front Street Fallon, NV, into a single parcel.

City Engineer Derek Zimney stated Scott and Susanna Payne, owners of Churchill County Assessor's Parcel Numbers (APN) 001-641-17 and 001-641-30 have made an application and submitted a map to combine their two parcels commonly known as 680 and 690 East Front Street into one parcel. This Parcel Map will create a single parcel, consisting of 16,820 square feet. These parcels are located within R-2 zoning and if approved will continue

to 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.

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

Councilman Harmon inquired if these were the properties that we incorporated into the City a month or two ago. Is that correct? One of them was, if I remember right.

City Engineer Derek Zimney stated Scott lived in a house, in the County, and purchased the lot next door to him, and wanted to combine them. One property was City and one property was County, he was unable to, so he annexed his house to be part of the City and now can expand his yard, and usage.

Councilman Harmon inquired if the City utilities have been upgraded and switched over to the City.

City Engineer Derek Zimney stated that his lot located in the City has stubs, and he would be able to connect to utilities without cutting into our streets.

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

No further comments were noted.

Councilwoman Kent motioned to approve a Merger and Re-subdivision Parcel Map for Scott and Susanna Payne to combine Churchill County Assessor's Parcel Numbers 001-641-17 and 001-641-30, commonly known as 680 and 690 East Front Street Fallon, NV, into a single parcel; seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Consideration and possible approval of a professional services contract with J-U-B Engineers, Inc. for design, permitting and bidding services for the Auction Road Rehabilitation Project in an amount not-to-exceed Four Hundred Fifty-Two Thousand Nine Hundred and Fifty-Four Dollars ($452,954), of which the Nevada Department of Transportation share would be 95% or Four Hundred Thirty Thousand Three Hundred Six Dollars and Thirty Cents ($430,306.30) and the City's share would be 5% or Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Seventy Cents ($22,647.70).

Public Works Director Brian Byrd stated the City of Fallon was awarded $3,280,000 through Nevada Department of Transportation's (NDOT) Transportation Alternatives Program. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal Highway Administration funds in an amount not to exceed $172,632. The City advertised a Request for Statement of Qualifications on July 3, 2025. Three Statement of Qualifications were received and evaluated by City staff. Of the three SOQs submitted, J-U-B Engineers submitted and was ranked the highest based on company experience, key personnel, project approach, capacity and past performance.

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

Councilman Harmon stated that he is glad this project is finally starting to move forward. I am pleased to see this, I think we need it, and that it is going to be a great project for our community. One of the Task II portions says that NDOT has stated a preference for an Interlocal Cooperative Agreement in lieu of an Encroachment Permit. I think that's a great idea, do you agree with that? I think that will make things easier.

Public Works Director Brian Byrd agreed.

Councilman Harmon inquired if 95% of this project was being paid by NDOT.

Public Works Director Brian Byrd stated that NDOT is, more or less, the pass-through for the Highway Administration, that is correct.

Councilman Harmon stated that having worked, in the past for NDOT, he knows how things work a little bit. How does it work with J-U-B? Do they bill NDOT the 95% or do we pay for it completely and go to NDOT for the reimbursement for the 95%?

Public Works Director Brian Byrd stated that through the Transportation Alternatives Program (TAP), I think this is the 4th project we have done through it, we will pay J-U-B for their services and request reimbursement through the State of Nevada, I believe. That is correct, that is what we have done in the past. This is typical with our grants through the state.

Councilman Harmon inquired if the reimbursement will be after completion of the project.

Public Works Director Brian Byrd stated it is progressive.

Councilman Harmon inquired on the schedule of the project. It says that they want to get started in January of 2026, and I know that we are about a month past that. Does this push the design schedule back a little bit, or because we are only about a month late, they will still have their final design, I think it said, by the 2nd quarter of 2027?

Public Works Director Brian Byrd stated he was correct. We should be fine on holding the schedule for Spring 2027 construction. I think that we would like to expedite that even a little bit more and figure out how we can start this project in the Fall, in sequence and appropriately. The administration portion of the project through the TAP Funds is more complicated than a lot of the grants that we deal with. There are some built-in delays, but we will be okay.

Councilman Harmon stated that is what he was wondering. If we do speed up the process, is NDOT going to have the available funds to pay us back? It is kind of a balancing act, correct?

Public Works Director Brian Byrd stated that we are in a good zone with the funding. There is a large window for this project to be constructed. They actually asked us to slow down, just a little bit, at the start because of how they had allocated their money. Now, that we are approved and, on the doc, we are good to go.

Mayor Tedford stated that it should be noted that this is a TAP Fund Grant. This is a little different than what we have normally done for street projects.

Councilwoman Frost inquired on the extent and size of the project. Are there plans for J-U-B to put the bid out in segments of some kind?

Public Works Director Brian Byrd stated that once we get our 30% design, their opinion of probable cost will be a lot more accurate. So, once we start to get an idea on the quantities, the full scope, and the existing conditions, we will be able to know exactly what the extent of the project is going to cost. At that point, we will evaluate the funding. I like to phase a project like this, all the time because you can ensure that you parse it up to a point. I think that the City is committed to doing the full extent of Auction and so, it is kind of a catch-22. Yeah, there will be a few items that will be added of alternates just in case the prices come in way too high.

Councilwoman Frost stated that this is a really important project to our community. This is one of the roadways that I get complaints about all of the time, and rightfully so. I am looking forward to this project moving forward.

Public Works Director Brian Byrd stated that it is a N Whitaker extension and Auction Road reconstruction. It is a large project but important to the infrastructure.

Mayor Tedford stated that it should be noted that this ties into the N Whitaker extension. So, that is unusual for us to cross over Williams into Auction. There is a lot going on with this project with a lot of moving parts that we have to deal with down the road.

Public Works Director Brian Byrd agreed. Between signals, property acquisitions, and

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NDOT encroachments, like the Mayor said, it is about as complicated as it gets.

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

No further comments were noted.

Councilwoman Frost motioned to approve a professional services contract with J-U-B Engineers, Inc. for design, permitting and bidding services for the Auction Road Rehabilitation Project in an amount not-to-exceed Four Hundred Fifty-Two Thousand Nine Hundred and Fifty-Four Dollars ($452,954), of which the Nevada Department of Transportation share would be 95% or Four Hundred Thirty Thousand Three Hundred Six Dollars and Thirty Cents ($430,306.30) and the City's share would be 5% or Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Seventy Cents ($22,647.70); seconded by Councilwoman Kent and approved with a 3-0 vote by the Council.

Consideration and possible action to approve a construction contract with Summit Line Construction of Reno, Nevada in order to complete the US50/Sherman Street Signalization Project, PWP-CH-2025-486, in the amount of Nine Hundred Thirty-Two Thousand Seven Hundred Thirty-Seven Dollars ($932,737), of which the City's share would be 5% or Forty-Six Thousand Six Hundred Thirty-Six Dollars and Eighty-Five Cents ($46,636.85).

Public Works Director Brian Byrd stated the City of Fallon was awarded $1,616,000 in the 2021-2022 Congressionally Directed Spending (CDS) cycle for the Nevada Department of Transportation (NDOT) Highway 50 (Williams Avenue) Project. Pursuant to the agreement, the City of Fallon will be responsible for a five percent (5%) match of the Federal funds. The Highway 50 Signalization Project will consist of, among other things, the installation of a four-way fully signalized intersection, installing sidewalks, curb and gutter, driveways, bike lanes, improvements, and lighting at the intersection of Williams Avenue and Sherman Street. This project was released for public bid on December 5, 2025, and was advertised in the Lahontan Valley News in accordance with NRS 338.1385. Two (2) bids were received and opened on January 27, 2026, as further described in the attached documents.

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

Councilwoman Frost inquired if we have done work with Summit Line Construction previously. I believe they have done a lot of installation of signal lights in Northern Nevada.

Public Works Director Brian Byrd stated that the City has not done work with them in the past. They are a very reputable contractor out of Northern California and Northern Nevada. They do a lot of high-volt and signals are on the other side of the world, that they do. They are highly recommended and are highly qualified to perform the project.

Councilwoman Kent commented regarding the bid coming in under budget.

Public Works Director stated it did. I do appreciate you bringing that up. Yes, it did. You know, the industries and the trends are moving in that direction. I hope that these roadway projects come in the same way, but it does appear that construction costs, at least for the time being, have stabilized. If not, they are decreasing. The capacity for contractors in the region seems to be more readily available. We are getting more plan holders, more attendees to pre-bid meetings, and things like that, so hopefully the temperature will change a little bit.

Councilwoman Kent inquired on what happens to the extra money when we have bids come in under budget.

Public Works Director Brian Byrd stated that the 1.6 million is the entirety of the funds

that we have for this project. The City of Fallon is hoping to utilize all those dollars. This is just us looking at it with the plans that J-U-B designed. There is a potential that the project could run over, and that money is available for any change-orders or increases to construction costs that may occur throughout the project. Signals are kind of complicated, so I can see that potentially happening.

Councilman Harmon stated that it not only came in under budget but under engineer's estimate. Kudos to J-U-B and Summit Line for that. I think that you are right, and I am hearing the same thing, a lot of these big rope projects are coming in under budget. I think the contractors are getting a little hungry, not having as many projects for a few years, so that is great. The bid specifically said, signalizing an intersection. So, as I understand it, we are going underground with everything, right?

Public Works Director Brian Byrd stated that we are going to bore cross Highway 50. There is no intention of paving, but we could potentially have some paving on Sherman Street. Boring across US50 is the goal, as long as conflicts don't occur during that process.

Councilman Harmon inquired on the power pole. That will go away on that northeast corner, right? And we can get rid of the bollards after that and everything there, so that will be a great thing too. Make that west and north turn a lot easier for some of these people probably. These will be signalized crosswalks correct?

Public Works Director Brian Byrd confirmed the pedestrian buttons on the new signal lights.

Mayor Tedford stated that is why some of these things may make us go over this $932,737 amount. We don't know what we are going to run into on that corner. We don't know if we will get to the 1.6 million amount, but there is a lot there.

Public Works Director Brian Byrd stated that we are concerned with the new technology of the Sherman 50 cabinet being able to work and communicate with the signal cabinets westbound. A potential change-order would be upgrading the signal cabinets at each of the other current intersection signals. That is one potential problem that could occur with this project, but we are hoping that it works.

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

No further comments were noted.

Councilwoman Kent motioned to approve a construction contract with Summit Line Construction of Reno, Nevada in order to complete the US50/Sherman Street Signalization Project, PWP-CH-2025-486, in the amount of Nine Hundred Thirty-Two Thousand Seven Hundred Thirty-Seven Dollars ($932,737), of which the City's share would be 5% or Forty-Six Thousand Six Hundred Thirty-Six Dollars and Eighty-Five Cents ($46,636.85); seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

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 001-011-02, commonly referred to as 515/525 N. Maine Street, Fallon, NV, consisting of approximately .78 acres, from Valley Investment Solutions, LLC, a Nevada limited liability company, in the amount of two hundred fifty thousand dollars ($250,000).

City Attorney Trent deBraga stated Churchill County Assessor's Parcel Number 001-011-02, commonly known as 515/525 N. Maine Street, Fallon, NV, is located north of Pioneer Park. As part of the City's plans for future expansion and development of Pioneer Park, the City desires to acquire the subject property. The acquisition of Churchill County Assessor's

Parcel Number 001-011-02 would provide approximately .78 acres of expansion and development opportunity. If approved, the transaction will proceed to escrow and the Mayor will have the authority to sign any document necessary to consummate the transaction.

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

Councilman Harmon inquired on the packet having conflict in the Parcel Number.

City Attorney Trent deBraga stated that the correct parcel number was how he read it into the record (APN 001-011-02).

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

No further comments were noted.

Councilwoman Frost motioned to approve the Purchase and Sale Agreement and Escrow Instructions for the City's purchase of Churchill County Assessor's Parcel Number 001-011-02, commonly referred to as 515/525 N. Maine Street, Fallon, NV, consisting of approximately .78 acres, from Valley Investment Solutions, LLC, a Nevada limited liability company, in the amount of two hundred fifty thousand dollars ($250,000); seconded by Councilman Harmon and approved with a 3-0 vote by the Council.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

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

Councilwoman Frost congratulated Carson Melendy for being the four-time State Wrestling Champion. This is a pretty amazing accomplishment. I think only the 2nd wrestler in Churchill County High School's history to achieve that. I would also like to congratulate the Girls' Basketball team for making it to the State Tournament. They won the Regional Tournament this weekend. Thank you.

No further reports were noted.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:26 a.m.

_____

Mayor Ken Tedford

Attest:_____

Michael O'Neill, City Clerk-Treasurer

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CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:	February 10, 2026
AGENDA DATE:	March 3, 2026
TO:	The Honorable City Council
FROM:	Elsie Lee, Deputy City Clerk
AGENDA ITEM TITLE:	Consideration and possible approval of election of officers of the Fallon/Churchill Volunteer Fire Department: Fire Chief - Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief - Kenneth "Russ" Jonte and Third Assistant Fire Chief- Alex Haffner. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Motion to approve the election of officers of the Fallon/Churchill Volunteer Fire Department: Fire Chief - Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief - Kenneth "Russ" Jonte and Third Assistant Fire Chief – Alex Haffner.

DISCUSSION: Pursuant to Fallon Municipal Code Section 2.16.050, the Fire Chief, First Assistant Fire Chief, Second Assistant Fire Chief and third Assistant Fire Chief of the Fallon/Churchill Volunteer Fire Department are to be elected by the Fire Department and approved by the City Council. Fire Department elections were held in September 2025 with the following results: Fire Chief- Jared Dooley; First Assistant Fire Chief - Randy Sharp; Second Assistant Fire Chief- Kenneth "Russ" Jonte; and Third Assistant Fire Chief – Alex Haffner. The election results are now before the City Council for consideration and possible approval.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:	February 25, 2026
AGENDA DATE:	March 3, 2026
TO:	The Honorable City Council
FROM:	Elsie Lee, Deputy City Clerk
AGENDA ITEM TITLE:	Consideration of application by Brisa Somal for a mobile food vendor license for Nevada West Group LLC dba Tacos and Burgers Co. **(For possible action)**

TYPE OF ACTION REQUESTED:

	Resolution	Ordinance
(X)	Formal Action/Motion	Other

POSSIBLE COUNCIL ACTION: Motion to approve application and to issue a mobile food vendor license to Brisa Somal for Nevada West Group LLC dba Tacos and Burgers Co.

DISCUSSION: Brisa Somal, owner of Nevada West Group LLC dba Tacos and Burgers Co has made an application for a mobile food vendor license for Nevada West Group LLC dba Tacos and Burgers Co. A mobile food vendor license is a privileged license that allows the licensee to sell food from a motor vehicle, or other type of food service conveyance, for human consumption and which is used to sell and dispense food or beverages to customers.

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

FISCAL IMPACT: Annual mobile food vendor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

RECEIVED
FEB 12 2026
FALLON POLICE DEPT.

CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406
Phone: (775) 423-5104
Fax: (775) 423-8874

RECEIVED
FEB 12 2026
CLERK'S OFFICE

MOBILE FOOD VENDOR LICENSE APPLICATION

Application Type: ☑ New ☐ Renewal ☐ Modify

Applicant Name: Somal (Last) Brisa (First) T (MI)

Application Date: _____

Title: Owner

Phone: 775-225-3535

Address: 830 E. Stillwater #17 Fallon, NV 89406

Email: NevadaWestGroup25@gmail.com

Date of Birth: [redacted]

Driver's License Number: [redacted]

Driver's License State: [redacted]

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

Business Name: Nevada West Group LLC DBA Tacos & Burgers CO

Business Owner(s):

Name	Address	Title
Brisa Taily Somal-Garcia	830 E. Stillwater AVE #17 Fallon	Owner
Randy Hermilo Jurado	1111 Casa Grande Pl Fallon, NV	Owner

Business Address (if applicable): _____
City State Zip

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

Provide a description of the selling methods to be used and the nature of the products or services to be offered:
Food Trailer, Selling Burgers, Tacos, Noodles

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

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

Begin/End	Name	Address	City	State	Zip
10/2025	Boozy Lion Bar & Grill	30 E. Center St	Fallon	NV	89406

CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406
Phone: (775) 423-5104
Fax: (775) 423-8874

Have you ever been issued a business or mobile food vendor license? ☐ Yes ☑ No

If Yes, when? _____ What Agency? _____

Have you ever had a business or mobile food vendor license revoked? ☐ Yes ☑ No

If Yes, when? _____ What Agency? _____

Have you ever been denied a business or mobile food vendor license? ☐ Yes ☑ No

If Yes, when? _____ What Agency? _____

Have you ever been arrested? ☐ Yes ☑ No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

Vehicle Information (to be used for mobile vending):

Year of Vehicle	Make	Model	Plate Number
2014	Ford	F450	GETPAID

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

Health Permit:

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

State of Nevada Department of Taxation:

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

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

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

Brisa Somal

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, Brisa Jamal Garcia, 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.

Brisa Jamal
Applicant's Signature

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

DMV
DMV.NV.GOV

Department of Motor Vehicles
555 Wright Way
Carson City, NV 89711-0625

2027 EXPIRES 2/6/2027

LICENSE NUMBER	YEAR	MAKE	TYPE	CYL	MSRP	FUEL	AXLE	DECL. WEIGHT	UNLDN. WEIGHT
05058D	2019	TRLR	4W		18500		2	0	5200

VEHICLE IDENTIFICATION NUMBER: 3C9R2E16XMF003128
MODEL NAME/LENGTH: CARGO FOOD TRUCK-
COUNTY BASED: CH
TOTAL FEE: 9.00

SOMAL GARCIA,BRISA TAILY
830 E STILLWATER AVE SPC 17
FALLON NV 89406-4080

PEEL HERE

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

SOMAL GARCIA,BRISA TAILY
830 E STILLWATER AVE SPC 17
FALLON NV 89406-4080

PLATES AND REGISTRATION MUST BE RETURNED WHEN NOT OPERATING THE VEHICLE

Form NVREG04

DMV
DMV.NV.GOV

Department of Motor Vehicles
555 Wright Way
Carson City, NV 89711-0625

2026 EXPIRES 11/4/2026

LICENSE NUMBER	YEAR	MAKE	TYPE	CYL	MSRP	FUEL	AXLE	DECL. WEIGHT	UNLDN. WEIGHT
GETPAID	2014	FORD	TCW	8	67210	D	2	10000	

VEHICLE IDENTIFICATION NUMBER: 1FT8W4DT5EEB79028
MODEL NAME/LENGTH: F450 SUPER DUTY
COUNTY BASED: CH
TOTAL FEE: $772.99

JURADO GARCIA,RANDY HERMILO
830 E STILLWATER AVE SPC 17
FALLON NV 89406-4080

JURADO GARCIA,RANDY HERMILO
830 E STILLWATER AVE SPC 17
FALLON NV 89406-4080

PEEL HERE

GETPAID
NONE

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

PLATES AND REGISTRATION MUST BE RETURNED WHEN NOT OPERATING THE VEHICLE
Form NVREG04

Central Nevada Health District

Food Establishment Health Permit

Mobile Food Unit - MFU

Issued To

TACOS & BURGERS CO.
30 E CENTER ST
FALLON, NV 89406

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

Issuance Date	02/05/2026
Expiration Date	02/04/2027
Permit Number	26-055

CENTRAL NEVADA HEALTH DISTRICT

Shannon Ernst
Public Health Administrator

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE PROMINENTLY DISPLAYED

STATE OF NEVADA SALES TAX PERMIT
Department of Taxation

Account ID: **SUT-0000-3624-9936**
Location ID: **000-036-249-936-001**
Issued: **October 02, 2025**

NEVADA WEST GROUP LLC

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

Is authorized to collect Nevada sales tax at the following location if different from above.

Permit Location:
TACOS & BURGERS CO
30 E CENTER ST
FALLON NV 89406-3439

MUST BE DISPLAYED IN PUBLIC VIEW AT PERMIT LOCATION

(Detach Here)

Attached is your Nevada Sales Tax Permit.

Please use your Account ID for all correspondence or telephone calls to the Department.

Based on the estimated monthly taxable receipts you provided, your filing frequency will be Monthly.

As stated on the application, your business start date is January 01, 2026, making your first remittance due on or before March 02, 2026.

The Department of Taxation is providing businesses with the ability to view and manage their accounts via the internet through its interactive website, My Nevada Tax, located at **MyNVTax.nv.gov/TAP**. Businesses can file tax returns, make payments, and view financials associated with their Sales and Use Tax.

A business must first register and receive a username and password before My Nevada Tax will allow access to view and manage accounts. If you are already registered to use My Nevada Tax, this tax type will be added to your existing account.

The Nevada Sales Tax Permit has been issued pursuant to an application duly filed and payment of prescribed fees. This Sales Tax Permit is subject to the provisions of Nevada Revised Statute 360. This Sales Tax Permit shall be considered valid unless canceled, suspended, or revoked for good cause in accordance with Title 32.

DISTRICT OFFICE LOCATION

CARSON CITY OFFICE	RENO OFFICE	LAS VEGAS OFFICE
3850 Arrowhead Dr., Carson City, Nevada 89706 (775) 684-2000	9850 Double R Blvd, Suite 101 Reno, NV 89521 (775) 687-9999	700 E. Warm Springs Rd, Suite 200 Las Vegas, Nevada 89119 (702) 486-2300

In the event of an address change, please notify the Department of Taxation immeditely in order to direct

Mobile Food Vendor License Application Interview Supplement

APPLICANT: Brisa Somal **DATE: February 20, 2026**

BUSINESS NAME: Nevada West Group LLC DBA Tacos & Burgers CO

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

If not, the on-site supervisor will be _____

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

I acknowledge that, as the license holder, I am personally responsible for all items sold through the mobile store. Initials BS

I further acknowledge that as the license holder, I am responsible for the business and may be held personally responsible for any violations of law or ordinance. Initials BS

I have received, read, and understand the Mobile Food Vendor and Business License requirements within the Fallon Municipal Code and agree to abide by those requirements. Initials BS

Witness: Daniel Babiarz, Chief of Police

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

Daniel Babiarz
Chief of Police

February 20, 2026

This letter certifies that Brisa Somal, of 830 East Stillwater Avenue, space 17, Fallon, NV, 89406, owner of "Nevada West Group LLC dba Tacos & Burgers CO" has completed the application and has passed the limited background check, including a local records check, CP Clear, and DMV Database checks, for operating a mobile food vending truck/trailer within the City of Fallon.

I have interviewed Brisa and discussed the local ordinances regarding Mobile Food Vendors and have provided her with a copy of the Fallon Municipal Code pertaining to these laws. Brisa has indicated on the application that she has reviewed Chapter 5.60 of the Fallon Municipal Code, which lists explicitly the laws regarding Mobile Food Vending platforms.

Sincerely,

1048

Daniel Babiarz
Chief of Police

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: 2/12/26

Applicant: Brisa Somal

Business: Nevada West Group LLC dba Tacos & Burgers Co

License Type: Mobile Food Vendor

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

OFFICIAL USE ONLY

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

Conditions required for approval: _____

Committee recommendation for application: Approved Approved with Conditions Disapproved

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

CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:	February 23, 2026
AGENDA DATE:	March 3, 2026
TO:	The Honorable City Council
FROM:	Trent deBraga, City Attorney
AGENDA ITEM TITLE:	Consideration and possible action to approve a contract with FLYINTIZ AVIATION, LLC, a Nevada limited liability company, to provide Fixed-Based Operator services at the Fallon Municipal Airport; and for other matters properly related thereto. (**For possible action**)

TYPE OF ACTION REQUESTED:

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

RECOMMENDED COUNCIL ACTION: Motion to approve a contract with FLYINTIZ AVIATION, LLC, a Nevada limited liability company, to provide Fixed-Based Operator services at the Fallon Municipal Airport; and for other matters properly related thereto.

DISCUSSION:

NRS 496.090 provides, among other things, that a municipality may enter into a contract with any person for the purposes of granting the privilege of using or improving the airport for commercial purposes; conferring the privilege of supplying goods, commodities, things, services or facilities at the airport; or making available services to be furnished by the municipality or its agent or by other persons at the airport.

The contract before the City Council provides the terms and provisions for FLYINTIZ AVIATION, LLC, to serve as the Fallon Municipal Airport's Fixed-Based Operator. The services to be provided by FLYINTIZ AVIATION, LLC are similar to the services rendered by the City's previous Fixed-Based Operator, Fallon Airmotive, LLC. The services to be provided include, but are not limited to, providing aviation fuels, maintaining an office with staff at the airport, and collecting tie-down fees.

Furthermore, the contract outlines the type of commercial aviation activities permitted and sets forth the monthly payment amount for the use of the transient aircraft hangar owned by the City known as the "Drumm" hangar or hangar A-2.

If approved, the contract provides for a ten (10) year term with an option by FLYINTIZ AVIATION, LLC to renew the contract for a period of two (2) five (5) year terms provided that all terms, covenants and conditions of the initial ten (10) year term have been met and fulfilled.

PREPARED BY: Trent deBraga, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by the City of Fallon, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "CITY"), and FLYINTIZ AVIATION, LLC, a Nevada limited liability company (hereinafter referred to as "FLYINTIZ").

Pursuant to NRS 496.090, the CITY and FLYINTIZ enter into this Agreement for the provision of Fixed Base Operator services at the Fallon Municipal Airport ("Airport") and to provide the terms and provisions related to the same.

RECITALS

1. CITY owns and operates an airport known as the Fallon Municipal Airport, located in Churchill County, Nevada, approximately one mile north of the City of Fallon, Nevada.
2. FLYINTIZ is a Nevada limited liability company that provides various aviation services including but not limited to providing FAA Certification Flights, aircraft rental services through Fallon Municipal Flyers, and professional jet management and training services.
3. FLYINTIZ desires to serve as the Fixed Base Operator at the Airport and the CITY deems it advantageous to its operation of the Airport to enter into this Agreement with FLYINTIZ.

NOW, THEREFORE, in consideration of the above premises and in consideration of the terms, conditions, and covenants of this Agreement, the CITY and FLYINTIZ do hereby enter into this Agreement under the following terms and conditions.

ARTICLE I. PREMISES

A. Demised Premises. The real and personal property belonging to the CITY and encompassed in this Agreement shall consist of the following (collectively referred to as the "demised premises"):

i. The exclusive control and non-exclusive use of the Airport and Airport Administrative Building (also known as the "FBO Building") in common with other users of the Airport, owned by the CITY; and

ii. The exclusive control and non-exclusive use of the transient aircraft hangar (also known as the "Drumm" hangar or hangar A-2) owned by the CITY to be used by FLYINTIZ for operational use, including aircraft parking, ground handling, and short-term storage.

B. General Privileges, Uses and Rights. CITY hereby grants to FLYINTIZ the following general privileges, uses and rights, in common with others, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport:

i. The use in common with the public generally of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by FLYINTIZ for commercial or noncommercial aviation activities and fixed base operations, and all activities in connection with or incidental to said business or operation, as herein defined. For the purpose of this Agreement, "public airport facilities" shall include all necessary landing area appurtenances, including, but not limited to, approach areas, runways, taxiways, public aprons, public automobile parking areas, public roadways, public sidewalks, navigational facilities and aids, lighting facilities, public terminal facilities or other public facilities appurtenant to said Airport.

ii. The right of ingress to and egress from the demised premises over and across public roadways serving the Airport for FLYINTIZ, its agents, employees, servants, patrons, invitees, suppliers of services and furnishers of material.

iii. Said rights above shall be subject to such ordinances, rules and regulations as now or may hereafter have applications at the Airport.

C. **Description of Specific Privileges, Uses and Rights.** In addition to the general privileges, uses and rights hereinabove described and without limiting the generality thereof, CITY hereby grants to FLYINTIZ the right to engage in Commercial Aviation Activities and Fixed Based Operations, as defined in Article I, paragraph D below, subject to the conditions and covenants hereinafter set out.

D. **Definition of Commercial Aviation Activities and Fixed Base Operations.** "Commercial Aviation Activities and Fixed Base Operations" are hereby defined as those activities which involve the sale of aviation services for profit to the general flying public. Said aviation services shall include:

i. The loading and unloading of aircraft and any lawful activity incidental to the conduct of any services or operations outlined in this paragraph.

ii. The maintenance, repair and storage of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase and sale of parts, equipment and accessories therefore.

iii. The operation of a business of buying and selling aircraft and parts and accessories therefore, and aviation equipment of all descriptions either at retail, wholesale or as dealer.

iv. The training on the Airport of personnel in the employ of FLYINTIZ and the training on the Airport of members of the general public as students, or otherwise, in any art, science, craft or skill pertaining directly or indirectly to aircraft and aviation.

v. The operation and sale of sightseeing services.

vi. The operation and sale of aerial survey, photography and mapping services.

vii. The operation of nonscheduled air taxi and charter transportation of passengers.

viii. The operation of school for the instruction of flying, navigation, mechanics, aerial survey, photography, aircraft design, theory and construction.

ix. The temporary renting and leasing of any CITY owned hangar space for transient aircraft for the private storage of aircraft.

x. Subject to the prior written approval of CITY, the undertaking of any phase of aviation activity in any way contributing to the air transportation or aerial navigation.

E. Grant Assurance, Non-discrimination and City Covenants. The entering into of this Agreement is conditioned upon the following covenants:

i. FLYINTIZ shall comply with the following terms and conditions:

a. FLYINTIZ shall have the right to conduct aeronautical activities to the public provided that FLYINTIZ agrees:

1. To furnish said services on a fair, equal and nondiscriminatory basis to all users, and
2. To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that FLYINTIZ may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases.

b. FLYINTIZ, for itself, its agents, its employees, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Agreement agrees that:

1. No person on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport and Airport facilities, and
2. That in the construction of any improvements on, over, or under the land and the furnishing of services, no person on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and
3. That FLYINTIZ shall use the demised premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the

Department of Transportation, and as said Regulations may be amended.

4. FLYINTIZ assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. FLYINTIZ assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. FLYINTIZ assures that it will require that its covered sub-organizations provide assurances to it that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ii. That, in the event of breach of any of the preceding nondiscrimination covenants, the CITY, by and through the City Engineer, shall have the right to terminate this Agreement.

iii. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

iv. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities.

ARTICLE II. OBLIGATIONS OF CITY

A. Title. CITY covenants and agrees that at and until the granting of this Agreement that it owns the demised premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement, and that CITY has full right and authority to enter into this Agreement as herein set forth.

CITY further warrants to FLYINTIZ peaceful possession and quiet enjoyment of the demised premises during the term hereof, upon performance of FLYINTIZ's covenants herein.

B. **Operation as a Public Airport.** CITY covenants and agrees that during the term of this Agreement it will operate and maintain the Airport and its public airport facilities, as defined hereinabove, as a public airport according to Chapter 11.08 of the Fallon Municipal Code.

ARTICLE III. OBLIGATIONS OF FLYINTIZ

A. **Conditions of Premises.** FLYINTIZ accepts all the premises demised hereunder in their present condition, and will, as set forth below, maintain any structure or installation thereon, and remove or cause to be removed any debris to the extent required to keep said premises in a neat and presentable condition at all times according to the City of Fallon Codes (building and fire).

B. **Renovation and Repair.** Any repair, renovation, or improvement FLYINTIZ desires to make to the demised premises that is not caused by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees' negligence, willful misconduct, or improper use of the demised premises shall be submitted in writing by FLYINTIZ to CITY with detailed plans and specifications. CITY shall have thirty (30) days from receipt of such request to approve or deny FLYINTIZ's request for repair, renovation, or improvement to the demised premises. If CITY fails to respond within such thirty (30) day period, CITY's non-response shall be deemed a denial. Any approved repair, renovation, or improvement FLYINTIZ desires to make to the demised premises that are approved by the CITY shall be paid for by the CITY.

Any repair, renovation, or improvement that is necessitated by or results from the negligence, willful misconduct, or improper use of the demised premises by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees shall be promptly performed by FLYINTIZ at FLYINTIZ sole cost and expense.

The parties hereby acknowledge that prior to the execution of this Agreement, FLYINTIZ conducted and performed renovations and repair of improvements upon the Airport Administrative Building and CITY owned hangar, and said renovations and repairs completed are not subject to this paragraph.

C. **Title to Improvements.** Title to all permanent improvements situate or constructed upon the demised premises shall vest and remain in CITY. All other improvements of a non-permanent nature, and all trade fixtures, machinery and furnishings made or installed by FLYINTIZ may be removed from the demised premises at any time by FLYINTIZ, except as otherwise provided in this Agreement.

D. **Maintenance.** FLYINTIZ shall, at its sole cost and expense, maintain all the premises demised hereunder, and the improvements and appurtenances thereto, in a presentable condition consistent with good business practice in a safe, neat, sightly and good physical condition. FLYINTIZ shall repair all damages to said premises caused by its employees, agents, patrons, or its operation thereon and shall maintain and repair all equipment thereon, including any drainage installations, buildings and improvements.

In the event it shall become necessary to repair or replace any plumbing, electrical wiring, or similar installations, the CITY, at CITY's cost and expense, shall repair or replace the same, provided, however that any repair or replacement of any plumbing, electrical wiring, or similar installation necessitated by or that results from the negligence, willful misconduct, or improper use by FLYINTIZ or FLYINTIZ's agents, employees, contractors, invitees, or licensees shall be promptly performed by FLYINTIZ at FLYINTIZ's sole cost and expense.

E. **Commercial Aviation Operations by FLYINTIZ.** FLYINTIZ agrees that any commercial aviation operations on the premises shall be conducted in a safe, proper, efficient and courteous manner, in order to promote aviation activity at the Airport.

FLYINTIZ further agrees that all such services shall be furnished on a fair, equal and nondiscriminatory basis to all users thereof, and that only fair, reasonable and nondiscriminatory prices for each unit of sale or service will be charged.

F. **Utilities.** FLYINTIZ shall be responsible for paying all costs and charges associated with internet services on the demised premises and shall cause the same to be placed in its name. All other utilities to the demised premises shall be paid for and borne by CITY.

G. **Trash and Fire Extinguishers.** FLYINTIZ shall provide complete and proper procedure for the adequate and sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse resulting from the operation of its business. FLYINTIZ shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the

demised premises shall not be permitted.

FLYINTIZ shall also provide and maintain fire extinguishers at the demised premises in the quantity and type approved by Fire Marshall. Fire extinguishers shall be inspected annually.

H. Minimum Services to be Provided by FLYINTIZ.

i. FLYINTIZ agrees to purchase and provide, at its sole cost and expense, aviation fuels (100 LL and Jet A), establish and maintain a complete flight operation, issue NOTAM's, and operate the UNICOM and other services of like nature with the consent of the CITY and the provisions of Title 11 of the Fallon Municipal Code.

ii. FLYINTIZ agrees to maintain an office at the Airport staffed by at least one attendant with business hours to be at the sole discretion of FLYINTIZ. FLYINTIZ agrees to have callout staff available and to provide the following services:

   a. Pumping fuel to aircraft; Fuel truck for Jet A and 100LL;
   b. Selling and dispensing oil;
   c. Maintaining the Administration Building, including restrooms, in a clean and orderly manner; and
   d. Such other services as CITY and FLYINTIZ may reasonably designate and agree to.

iii. FLYINTIZ further agrees to have an attendant or attendants available on-call after normal business hours for the purpose of performing the services specified in this Article III, paragraph H, and to maintain a sign containing the telephone number or numbers of such attendants posted at the Airport in such manner as to be readily observable and readable by the public.

iv. FLYINTIZ may charge a fee for each instance in which it is called upon to provide after-hours fuel or other services at the airport.

v. FLYINTIZ agrees to purchase, at its sole cost and expense aviation fuels (100 LL and Jet A), lubricants and propellants of all types customarily used by aircraft utilizing the Airport or similar airports within the State of Nevada. FLYINTIZ shall have sole discretion in determining the vendors and prices at which such fuels, lubricants and propellants are sold to Airport customers.

vi. Subject to, and in addition to the rent provided in Article V. below, FLYINTIZ agrees to pay monthly to CITY the sum of six cents ($0.06) per gallon for all fuel sold by FLYINTIZ at the Airport during the term of this Agreement; provided however, that in the event the CITY desires to purchases new fuel tanks to be used at the Airport, the CITY and FLYINTIZ shall meet prior to said purchase to discuss and renegotiate the amount of cents per gallon FLYINTIZ shall pay the CITY for all fuel sold by FLYINTIZ at the Airport.

FLYINTIZ shall make reports of the amount of fuel sold in gallons (100 LL and Jet A) monthly, and the payment required by this paragraph shall be due, owing and payable to the CITY on or before the 15th day of the next succeeding month.

FLYINTIZ shall keep an accurate record of fuel purchased, used, sold, delivered or disposed of, and, at the request of the CITY, shall make available all invoices and records of such purchases and disposition for up to sixty (60) days prior to such request. Failure to keep and make available to CITY such records or pay to CITY the sums herein provided when due shall be grounds to terminate this Agreement.

I. **Collection of Airport Use Fees.** During the term of this Agreement, FLYINTIZ shall act as CITY's agent in collecting all tie-down and wash rack fees or other airport use charges that may be levied by CITY to users of the Airport facilities. All such fees collected by FLYINTIZ shall be remitted to CITY on a monthly basis, together with a written report outlining the dates on which such fees were collected and certifying the person from whom they were collected. FLYINTIZ shall be entitled to retain fifty percent (50%) of all such field use fees collected, as reimbursement for the services required in this paragraph.

J. **Additional Obligations of FLYINTIZ.**

i. During the term of this Agreement, FLYINTIZ shall not commit, or suffer to be committed, any waste or maintain any nuisance on the demised premises. FLYINTIZ shall not, and shall ensure that all employees and agents of FLYINTIZ do not, store or dispose of any hazardous materials which are, or

during the terms of the Agreement become, regulated by any local government authority, by the State of Nevada, or by the United States government.

ii. FLYINTIZ shall keep the demised premises and all City-owned premises and every part thereof, and all buildings and other improvements free from all mechanic's, material men's, and other liens for or arising out of or in connection with work or labor done, service performed, or materials or appliances used or furnished for or in connection with any operations of FLYINTIZ.

iii. FLYINTIZ agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards, and be in conformity with the Federal Aviation Administration Grant Assurances, all City, County, State, or Federal rules, regulations, ordinances, laws and acts relating to its business.

iv. FLYINTIZ agrees to indemnify, hold harmless, and to defend CITY and all its servants, agents, or employees from and against all liability for injuries to or deaths of persons or damages to property caused by FLYINTIZ 's use and occupancy of the demised premises and its operation at the Airport caused by FLYINTIZ 's negligence; provided that FLYINTIZ shall not be liable for injuries to or deaths of persons or damages to property caused by negligence of CITY or the agencies or employees of CITY. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted and coming to its knowledge which, in any way, directly, or indirectly, contingently or otherwise, affects or might affect the other party.

v. FLYINTIZ must procure and maintain, at its own cost and expense, at all times during the term of this Agreement, the following minimum policies issued by insurance companies authorized to do business in Nevada:

   a. General liability insurance, premises and operation (including mobile equipment) $1,000,000 per occurrence / $1,000,000 general aggregate and the City of Fallon shall be named as additional insured under the liability insurance policy.

   b. Form of Policy. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to

the City Clerk Treasurer. Evidence of all insurance required must be provided by FLYINTIZ by filing with the City Clerk Treasurer and the City Engineer a copy of the policy and policies, together with a duly executed original certificate of insurance to the effect that the insurance required by this Agreement is extended. All certificates of insurance must specifically state that "City of Fallon, its officers, agents, and employees" are named as additional insured under the policy or policies. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the City Clerk Treasurer no fewer than 30 days in advance of the effective date.

c. Notice. FLYINTIZ must give the City Clerk Treasurer prompt and timely notice of any claim made or suit instituted of which it is aware of that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.

d. FLYINTIZ shall not in any manner, directly or indirectly, assign, hypothecate or transfer this Agreement or any interest therein, or sublet the premises (with the exception of the "Drumm" hangar also known as hangar A-2 and provided for in this Agreement), or any portion thereof, without the prior written consent of the City.

ARTICLE IV. TERMS

A. The term of this Agreement shall be for a period of ten (10) years, commencing on the _____ day of _____, 2026 and ending on the _____ day of _____, 2036. FLYINTIZ will have the option to renew this Agreement for a period of two (2) five (5) year terms upon the expiration of the initial term provided that all terms, covenants and conditions of the initial Agreement term have been met and fulfilled. All provisions of this Agreement will carry over. Other changes which are mutually agreed to by both parties may be made. Written notice of FLYINTIZ 's intention to renew this Agreement must be given to City in writing at least one hundred eighty (180) calendar days prior to the expiration of the initial term of this Agreement. FLYINTIZ at the end of each

five-year option must give a sixty (60) day written notice to CITY of intentions to renew. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, with a written notice of sixty (60) days to the other party.

ARTICLE V. RENTAL

A. Rate. FLYINTIZ agrees to pay to CITY for the use of the demised premises, facilities, rights, services and privileges granted hereunder, a base rental of Three Hundred Dollars ($300.00) per month for the transient aircraft hangar (also known as the "Drumm" hangar or hangar A-2), payable in advance, on the first day of each month, commencing _____, 2026, and continuing thereafter on the first day of each successive month during the term of this Agreement; provided, however, that FLYINTIZ acknowledges the CITY is in the process of building a new FBO building at the Airport, and upon the completion of the new FBO building, the CITY and FLYINTIZ shall meet within sixty (60) days to discuss and renegotiate the base rental amount to be paid per month by FLYINTIZ. Such monthly base rent shall be applied against and deducted from the FLYINTIZ 's share of monthly fuel revenues provided for in sub-paragraph vi of paragraph H of Article III, above.

FLYINTIZ agrees that the CITY and its authorized agents, representatives, and employees shall have the right to enter the transient aircraft hangar (also known as the "Drumm" hangar or hangar A-2) owned by the CITY at all reasonable times, with twenty-four (24) hours notice, except in the case of an emergency in which case no notice shall be required, for the purpose of inspecting and evaluating the airport hangar for future airport hangar development, construction, or use. As such, FLYINTIZ agrees that FLYINTIZ will ensure that the occupation or use of the transient aircraft hangar (also known as the "Drumm" hangar or hangar A-2) is done in a manner where the CITY and its authorized agents, representatives, and employees can enter the transient aircraft hangar (also known as the "Drumm" hangar or hangar A-2) in order to accomplish its objective of inspecting and evaluating the hangar for future airport development, construction, or use without unreasonable interference or obstruction.

B. Taxes and Assessments as Additional Rent. In addition to the rent payable under this Article, FLYINTIZ shall pay and discharge promptly, as the same becomes due and before

delinquency, all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against FLYINTIZ 's equipment, facilities or other property not owned by CITY, during the term of this Agreement.

C. **Periodic Adjustment in Monthly Report.** The price per gallon of FLYINTIZ 's fuel sales, payable to CITY under sub-paragraph vi of paragraph H. of Article III, above, together with the monthly base rent payable to CITY under this Article V, shall be adjusted every five (5) years during the term of this Agreement.

ARTICLE VI. CANCELLATION, SUSPENSION

A. **Cancellation by CITY.** This Agreement shall be subject to termination by CITY in the event FLYINTIZ shall:

i. Be in arrears in the payment of the whole or part of the amount agreed upon hereunder for a period of fifteen (15) days after the time such payment becomes due;

ii. Make a voluntary or involuntary assignment for the benefit of creditors;

iii. File a voluntary petition in bankruptcy;

iv. Abandon the demised premises;

v. Fail to replace any improvements by FLYINTIZ which have been destroyed by fire, explosion, etc., within six (6) months from the date of such destruction;

vi. CITY and FLYINTIZ fail to come to terms on the price per gallon for all fuel sold by FLYINTIZ in the event the CITY decides to purchase a new fuel tank(s);

vii. CITY and FLYINTIZ fail to come to terms on the base monthly rental rate following the construction of the new FBO building at the Airport; or

viii. Default in the performance of any of the covenants, and conditions required herein.

B. In any of the aforesaid events described in Article VI(A)(i-viii) above, the CITY shall give FLYINTIZ written notice of such breach or default, and FLYINTIZ shall immediately correct the same. If, within thirty (30) days from the date of such notice, the breach or default complained of shall not have been corrected, then and in that event, CITY shall have the right to declare this Agreement immediately terminated as to the balance of the term herein, and

may forcibly, if necessary, re-enter and take immediate possession of the demised premises, without being deemed guilty of any nature of trespass.

Failure of CITY to declare this Agreement terminated upon the default of FLYINTIZ for any of the reasons set out shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent default or violations of the terms hereof.

C. **Suspension of Lease.** During any time of war or national emergency, CITY shall have the right to lease the demised premises and any part of said Airport to the United States Government for military or naval use. If any such lease is executed, any provisions of this Agreement which are inconsistent with the provisions of the lease to the government shall be suspended. Nothing contained in this Agreement shall prevent FLYINTIZ from pursuing any rights which FLYINTIZ may have for reimbursement from the United States Government for the taking of any part of this leasehold or from any loss or damage caused to FLYINTIZ by the United States Government.

ARTICLE VII. RIGHTS UPON EXPIRATION OR TERMINATION

A. **Obligations Following Termination**. Upon expiration of this Agreement or any termination hereof, FLYINTIZ shall immediately remove all personal property belonging to or owned by it from the demised premises and return the premises and improvements thereon to CITY in a good state of repair, normal wear and tear excepted. Any property remaining on the premises after expiration or termination shall, at the CITY's sole option, become the property of CITY or the same may be removed and/or disposed of in any manner deemed appropriate by CITY.

ARTICLE VIII. GENERAL PROVISIONS

A. **Concessions Excluded.** It is specifically agreed and stipulated that the sale of alcoholic beverages at any location within the boundaries of the Airport is prohibited.

B. **Modification.** This Agreement may be modified, amended, altered, or changed by the parties at any time during the term hereof, provided that such modification, amendment, alteration, or change shall be valid and effective only if made in writing and signed by authorized representatives of both parties.

C. **Attorney's Fees.** In any action brought by either party for the enforcement of this Agreement, the prevailing party in each action shall be entitled to recover interest and reasonable attorney's fees.

D. **Subordination of Agreement.** This Agreement shall be subordinated to the provisions of any existing or future agreement between CITY and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

E. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

F. **Notices.** Notices to CITY provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to City Clerk Treasurer, City of Fallon, 55 W. Williams Avenue, Fallon, Nevada, or to such other addressees as the parties may designate to each other in writing from time to time.

Notices to FLYINTIZ provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to Anthony Tisdale, Managing Member of FLYINTIZ AVIATION, LLC, P.O. Box 5340, Fallon, NV 89407, or to such other addressees as the parties may designate to each other in writing from time to time.

G. **Successors and Assigns.** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

H. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Nevada. Any lawsuit arising from this Agreement shall be brought exclusively in a court of competent jurisdiction in Churchill County, Nevada and the parties expressly consent to such jurisdiction.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and no modification hereof shall be binding unless evidenced by a writing signed by both parties.

J. **Assignment**: This Agreement shall not be assigned without the express written consent of the CITY.

K. Authority. The current managing member and owner of FLYINTIZ AVIATION, LLC is Anthony Tisdale. Bryanna Travis serves as the General Manager of FLYINTIZ AVIATION. By signing below, Anthony Tisdale acknowledges and represents that he has the authority to act on behalf of FLYINTIZ AVIATION LLC. FLYINTIZ shall promptly notify CITY of any changes in its management structure or ownership and notify the CITY in the event Anthony Tisdale no longer has authority to act on behalf of FLYINTIZ.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FALLON:

_____
Mayor

Attest:

_____
City Clerk

FLYINTIZ AVIATION, LLC:

_____
Anthony Tisdale, Managing Member/Owner

STATE OF NEVADA)
: ss.
County of Churchill)

On this _____ day of _____, 2026, personally appeared before me, a notary public, Anthony Tisdale, represented to be the Managing Member and Owner of FLYINTIZ AVIATION, LLC, who acknowledged that they executed the foregoing instrument on behalf of said limited liability company.

_____
Notary Public

CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED:	February 25, 2026
AGENDA DATE:	March 3, 2026
TO:	The Honorable City Council
FROM:	Daniel Babiarz, Chief of Police
AGENDA ITEM TITLE:	Fallon Police Department Monthly Report for January 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)

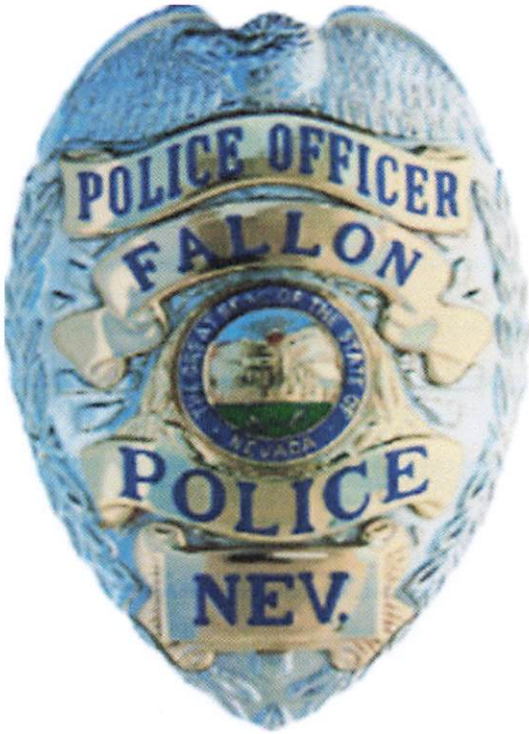
FISCAL IMPACT: None

FUNDING SOURCE: N/A.

PREPARED BY: Emily Rasmussen

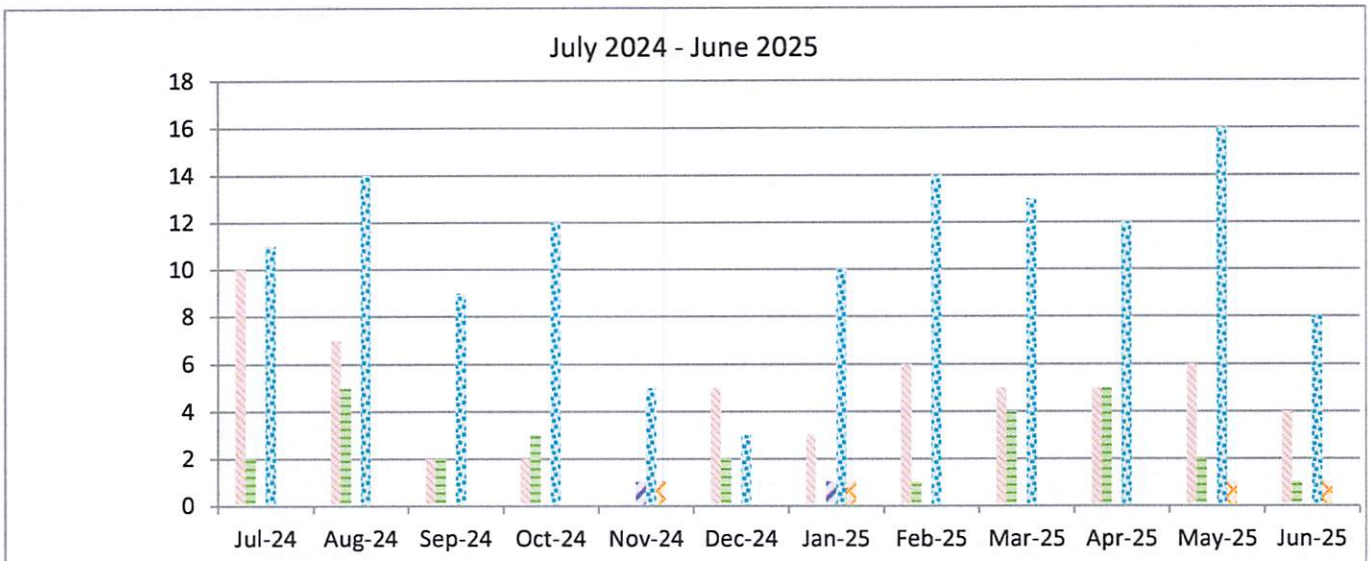
PRESENTED TO COUNCIL BY: Chief Daniel Babiarz

MONTHLY ACTIVITY REPORT

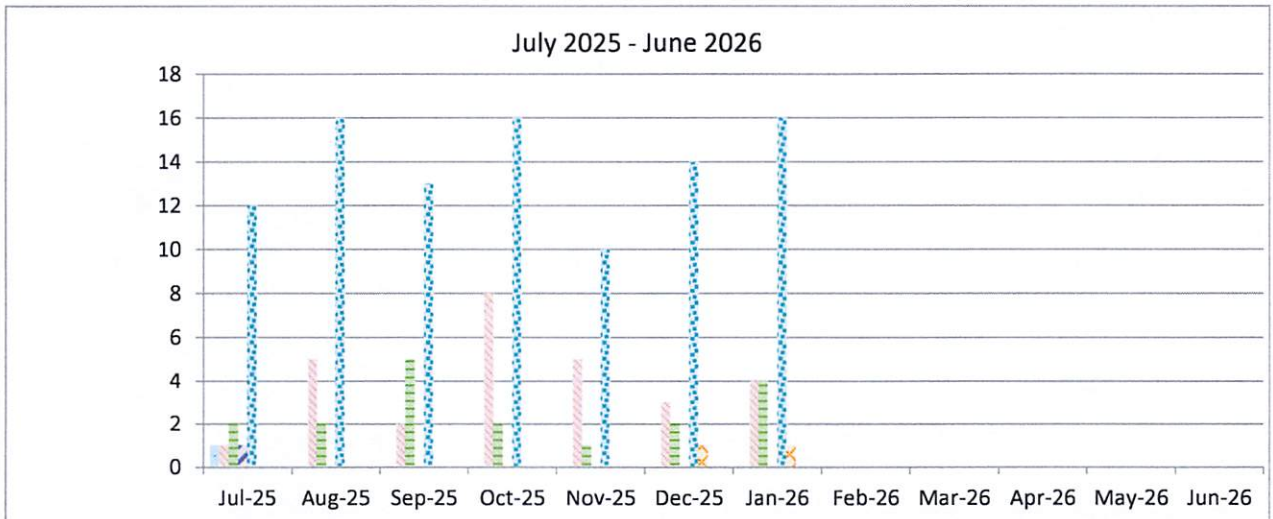


January 2026

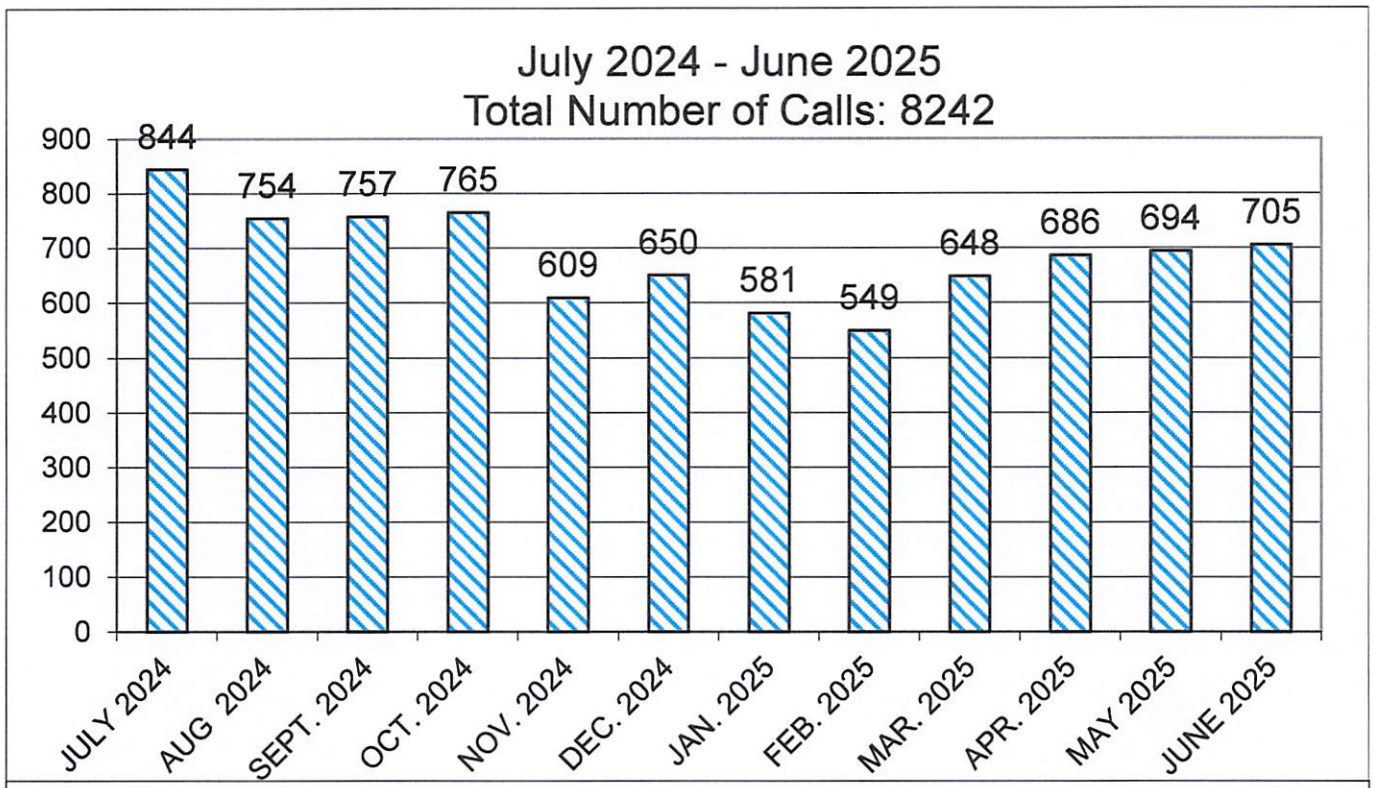
Crime Summary

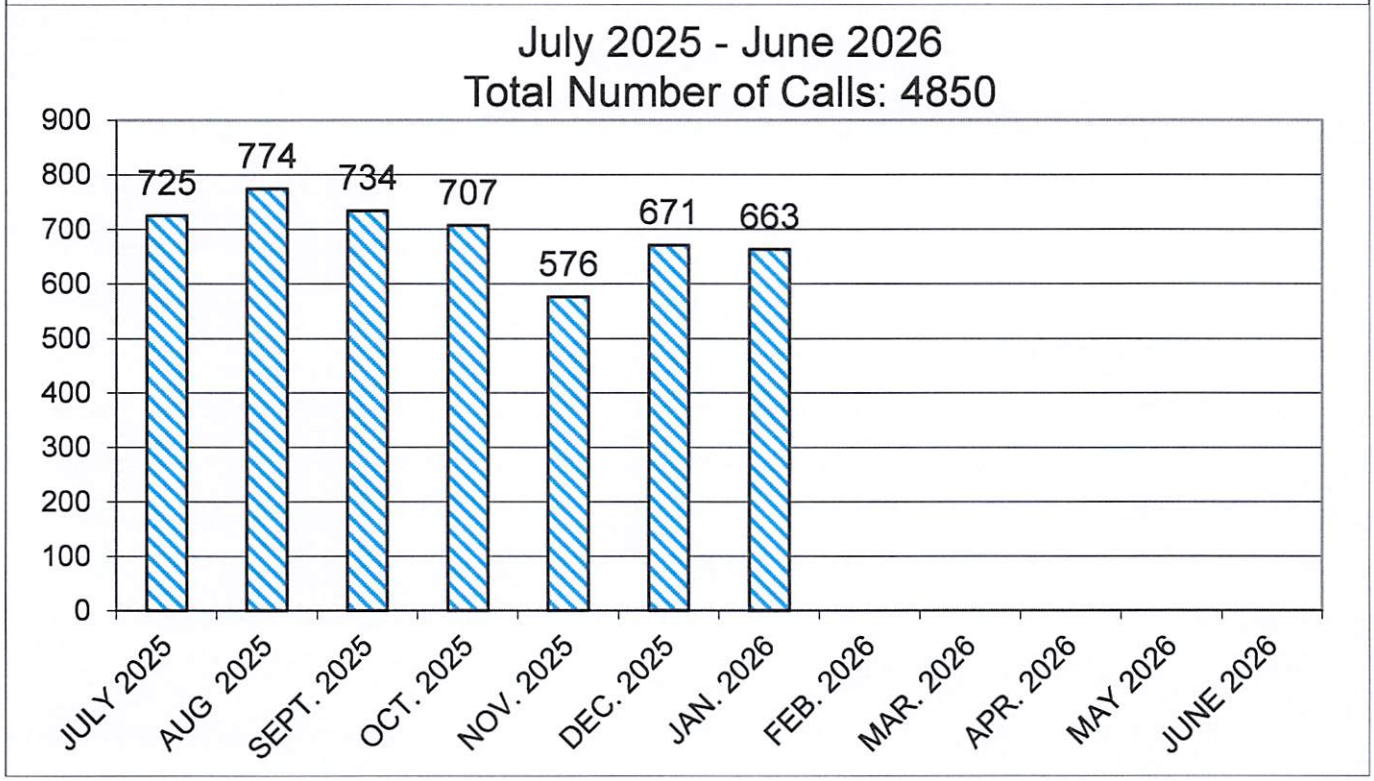


	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Sex Offense	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	10	7	2	2	0	5	3	6	5	5	6	4
Battery Assaults	2	5	2	3	0	2	0	1	4	5	2	1
Stolen Vehicle	0	0	0	0	1	0	1	0	0	0	0	0
Larceny	11	14	9	12	5	3	10	14	13	12	16	8
Burglary	0	0	0	0	1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

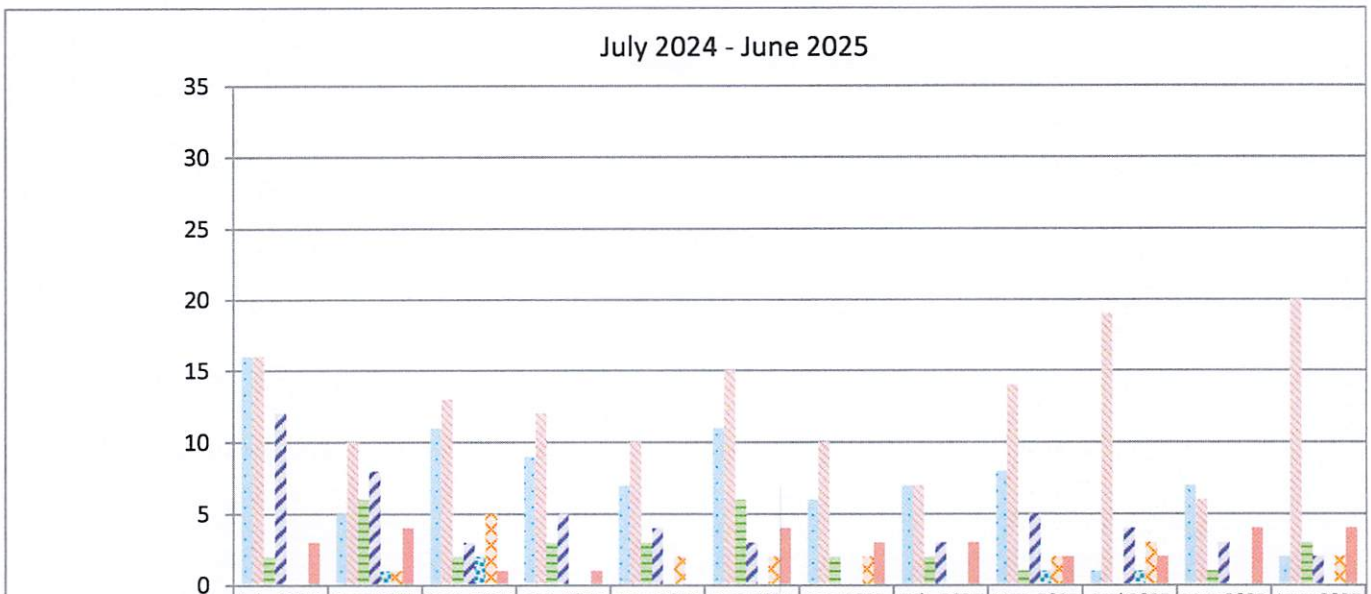


	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Sex Offense	1	0	0	0	0	0	0					
Domestic Battery	1	5	2	8	5	3	4					
Battery Assaults	2	2	5	2	1	2	4					
Stolen Vehicle	1	0	0	0	0	0	0					
Larceny	12	16	13	16	10	14	16					
Burglary	0	0	0	0	0	1	1					
Robbery	0	0	0	0	0	0	0					
Homicide	0	0	0	0	0	0	0					

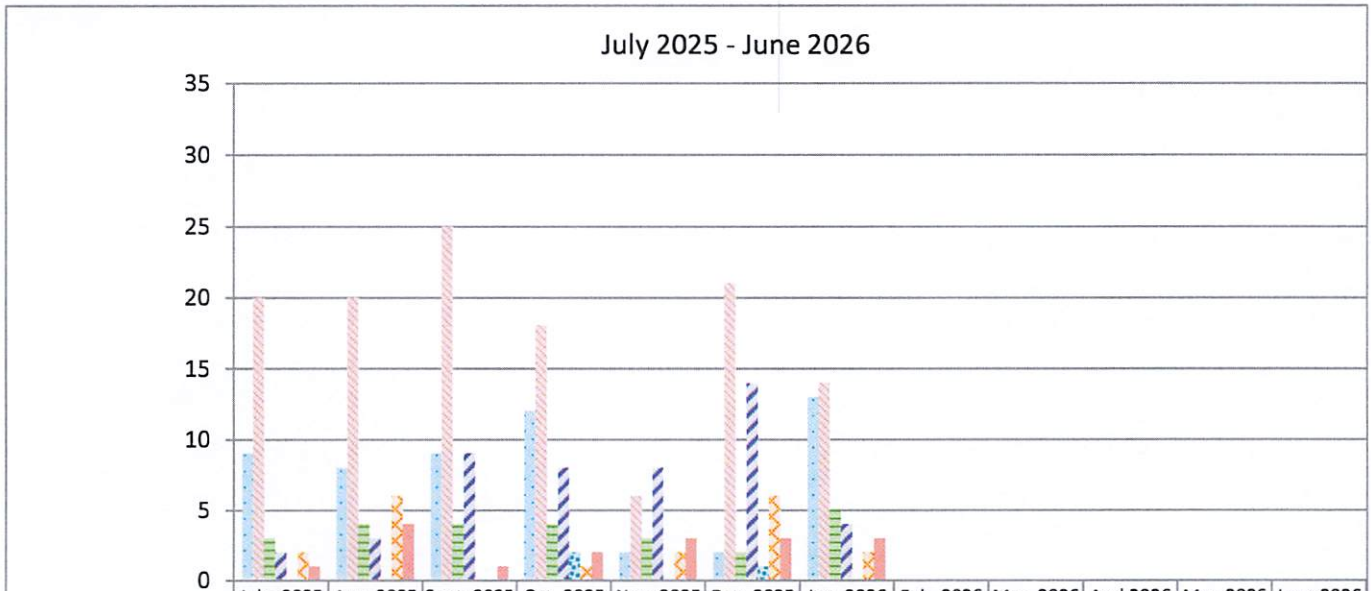

July 2024 - June 2025
Total Number of Calls: 8242
900
800
700
600
500
400
300
200
100
0
844
754
757
765
609
650
581
549
648
686
694
705
JULY 2024
AUG 2024
SEPT. 2024
OCT. 2024
NOV. 2024
DEC. 2024
JAN. 2025
FEB. 2025
MAR. 2025
APR. 2025
MAY 2025
JUNE 2025


July 2025 - June 2026
Total Number of Calls: 4850
900
800
700
600
500
400
300
200
100
0
725
774
734
707
576
671
663
JULY 2025
AUG 2025
SEPT. 2025
OCT. 2025
NOV. 2025
DEC. 2025
JAN. 2026
FEB. 2026
MAR. 2026
APR. 2026
MAY 2026
JUNE 2026

Arrest Summary

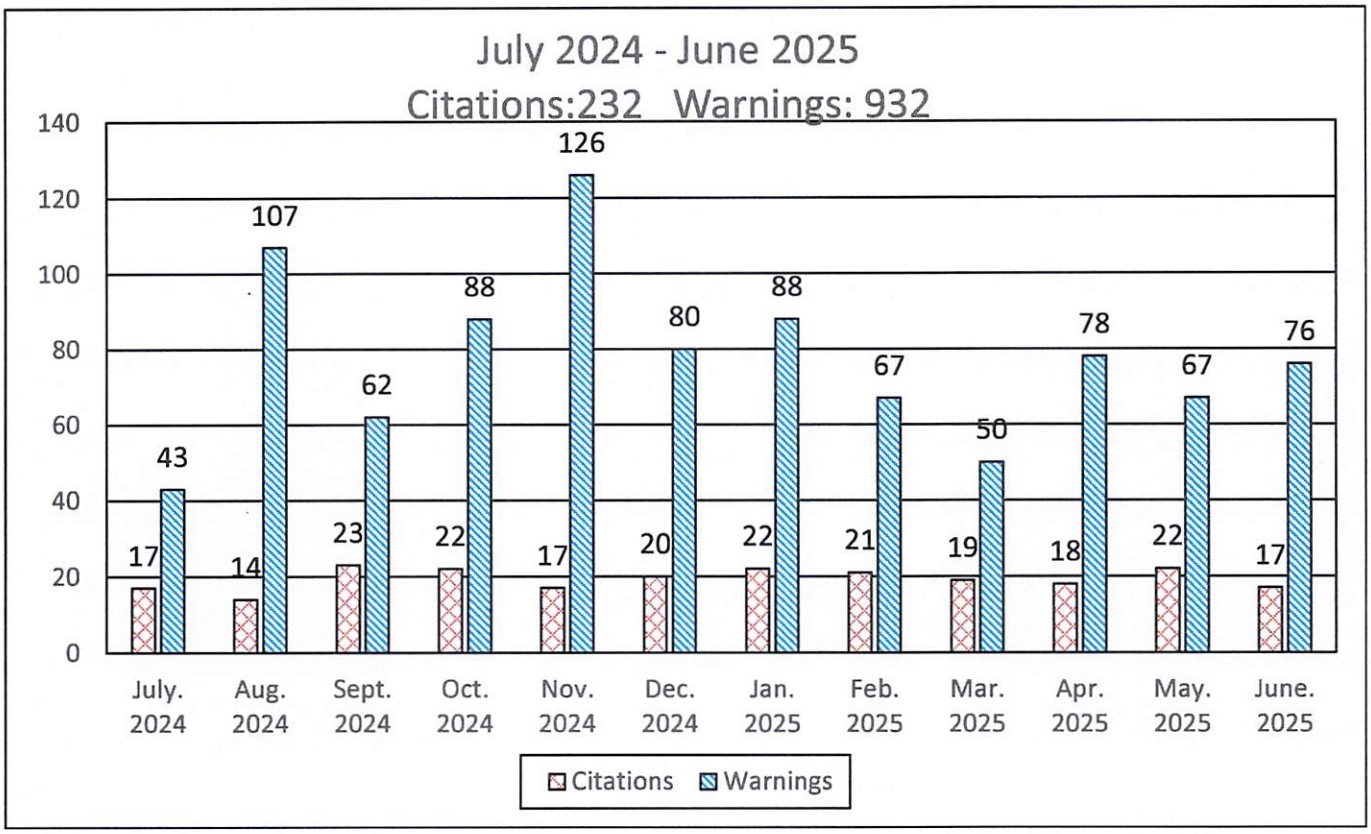


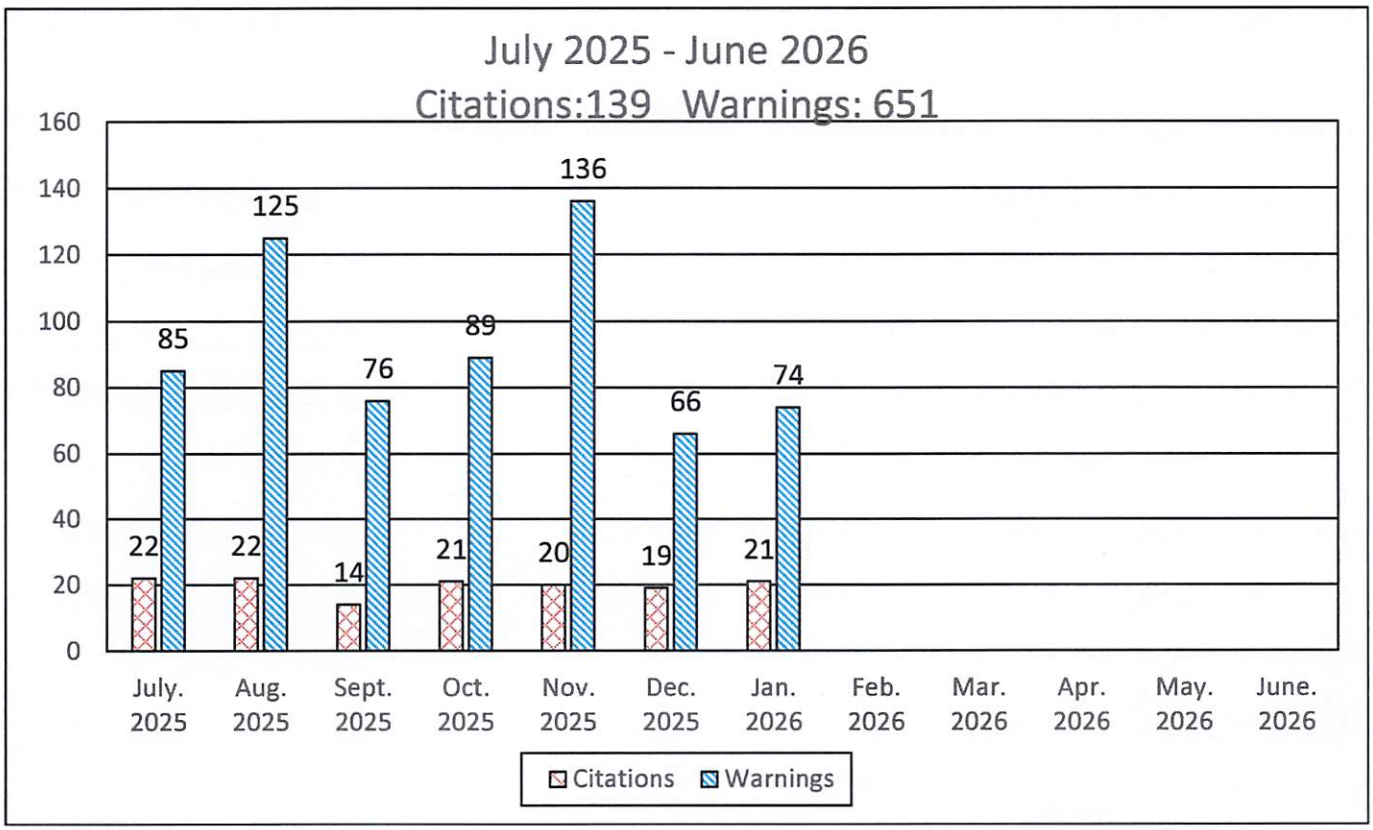
	July. 2024	Aug. 2024	Sept. 2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	Aprl 2025	May.2025	June 2025
Felony/GM	16	5	11	9	7	11	6	7	8	1	7	2
Misd.	16	10	13	12	10	15	10	7	14	19	6	20
DUI's	2	6	2	3	3	6	2	2	1	0	1	3
Juvenile Misd.	12	8	3	5	4	3	0	3	5	4	3	2
Juvenile Felony/GM	0	1	2	0	0	0	0	0	1	1	0	0
CPC's	0	1	5	0	2	2	2	0	2	3	0	2
Domestic Violence	3	4	1	1	0	4	3	3	2	2	4	4



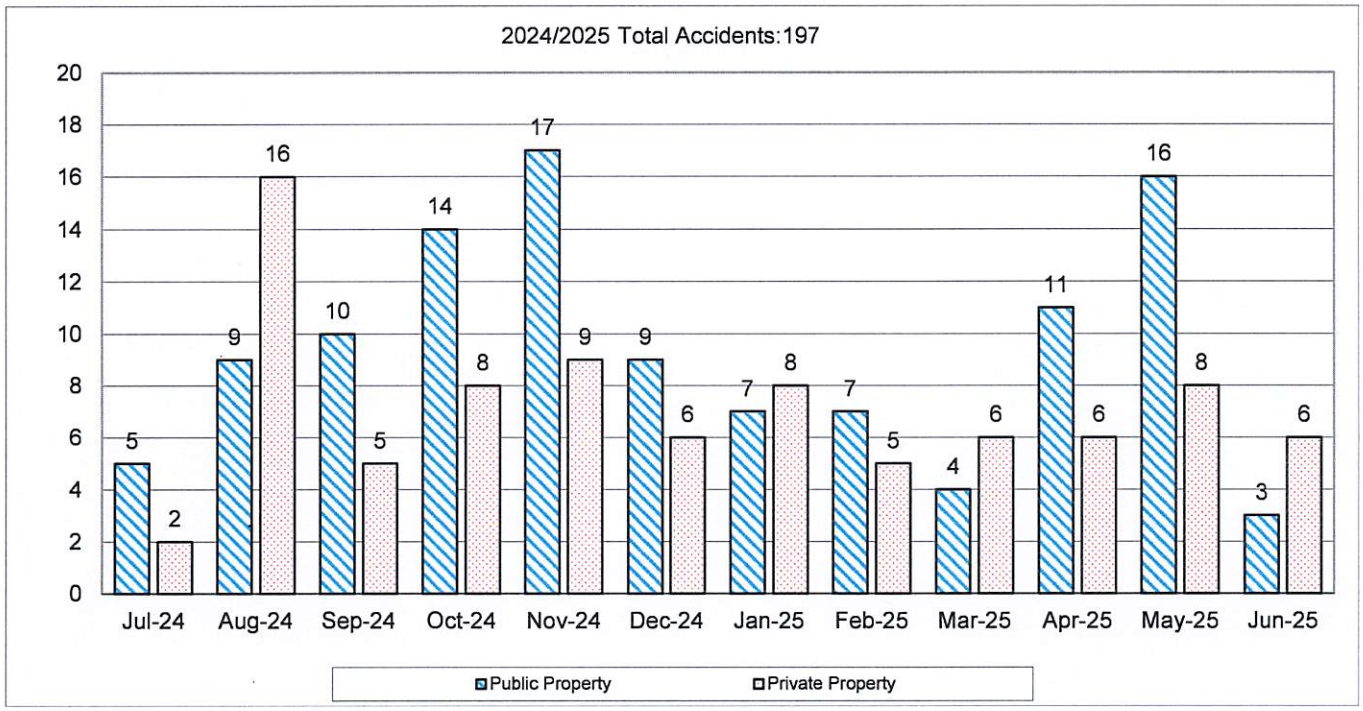
	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Jan. 2026	Feb. 2026	Mar. 2026	Aprl 2026	May.2026	June 2026
Felony/GM	9	8	9	12	2	2	13					
Misd.	20	20	25	18	6	21	14					
DUI's	3	4	4	4	3	2	5					
Juvenile Misd.	2	3	9	8	8	14	4					
Juvenile Felony/GM	0	0	0	2	0	1	0					
CPC's	2	6	0	1	2	6	2					
Domestic Violence	1	4	1	2	3	3	3					

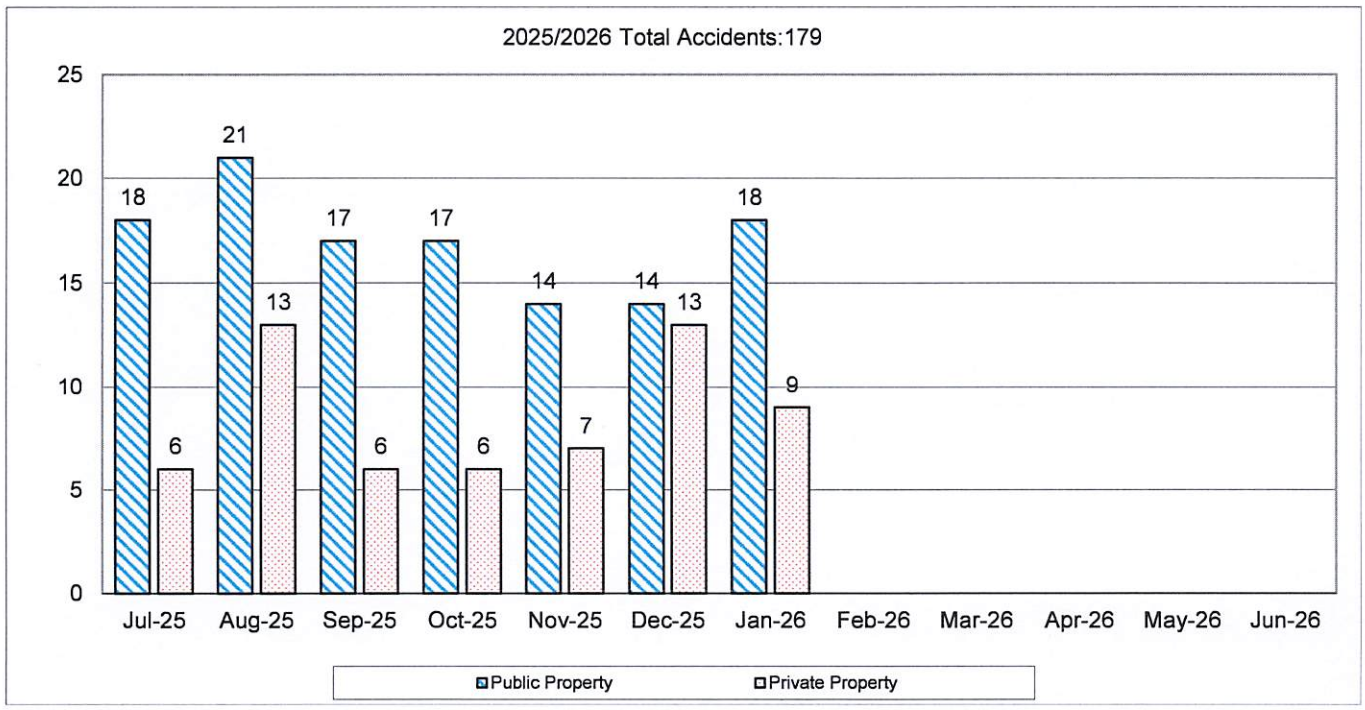
Moving Citation Traffic Warnings



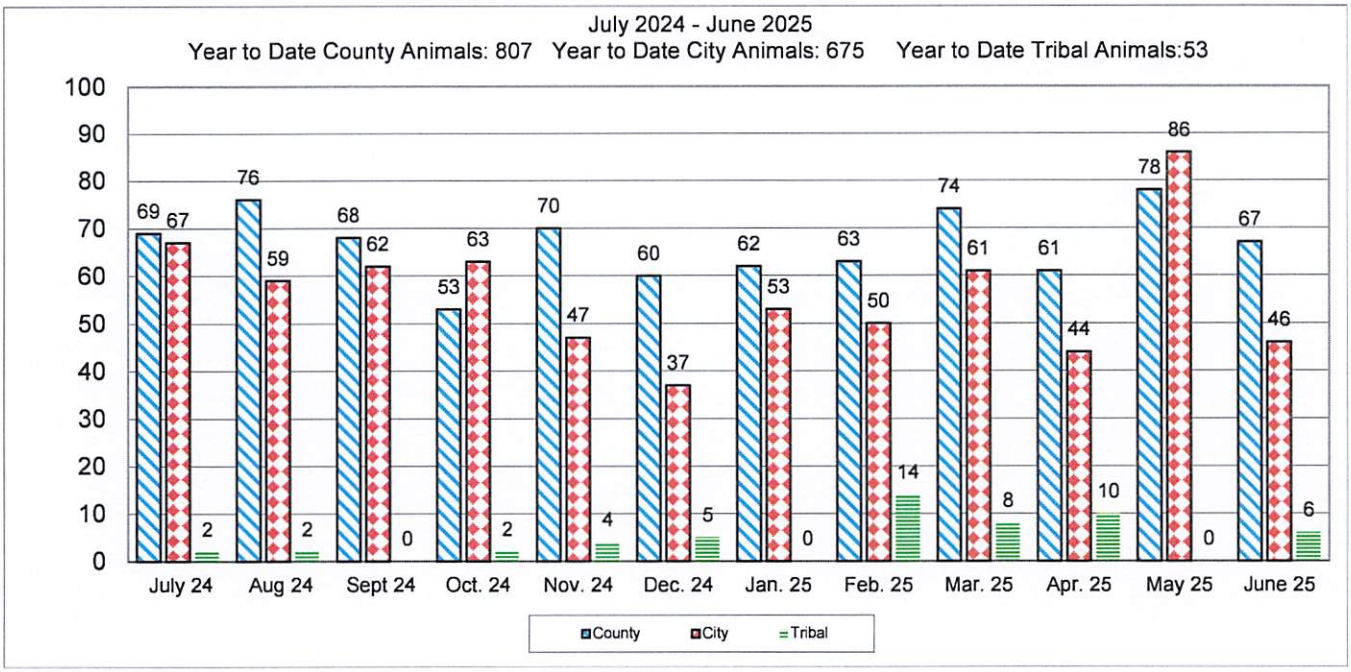


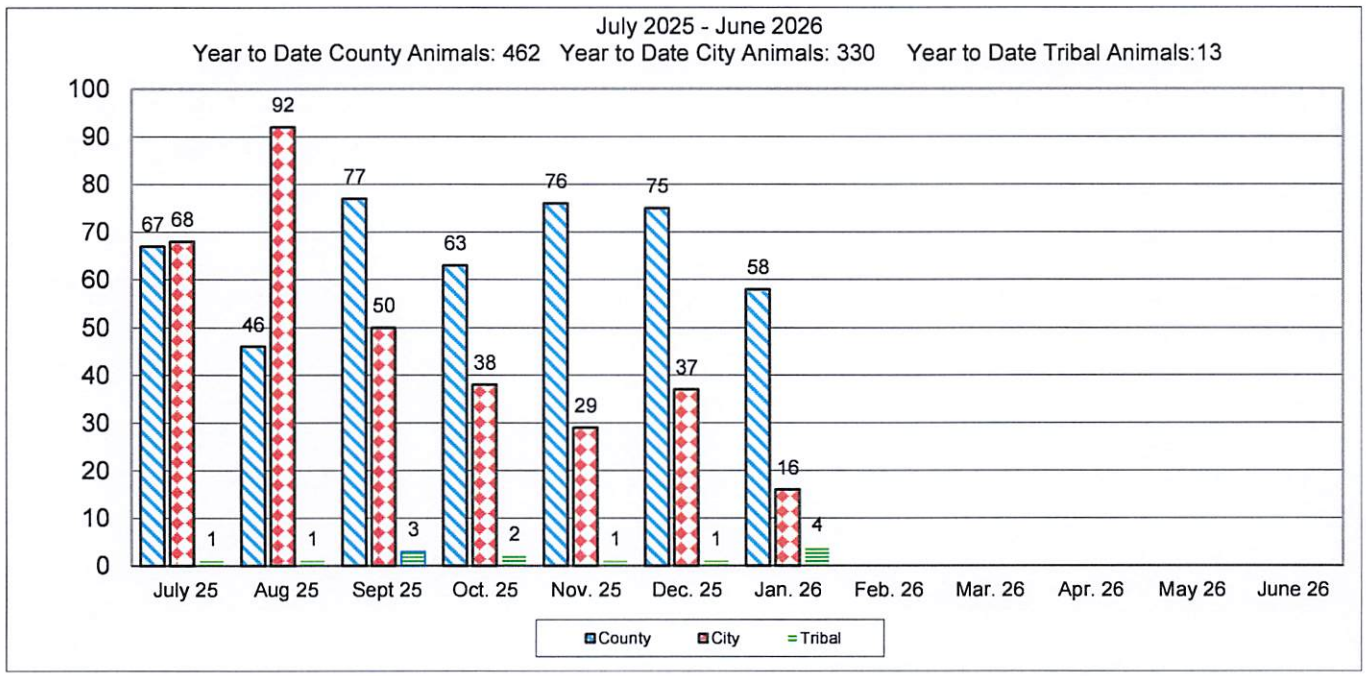
Traffic Accidents





Animal Shelter Services





Fallon Police Department
Activities / Special Events
January 2026

ASSISTANCE

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

INDOCTRINATION

During the month of January, there was no (0) indoctrination at NAS Fallon.

VOLUNTEERS IN POLICE SERVICES

January 2026 the Fallon Police VIPS volunteered one hundred fifteen (115) hours to the agency.

OTHER PUBLIC RELATIONS

During January officers conducted special details for the following:

- On January 13, 2026, officers provided traffic control for a fountain dyeing for the Football Team.
- On January 17, 2026, the Animal Shelter hosted a "Pups N' Popcorn" event at the shelter.
- On January 23, 2026, CSO Hammond set up a radar trailer on N. Broadway St.

BREAKDOWN OF ARRESTS

During the month of January, the Police Department had forty-one (41) total arrests:

- There were thirteen (13) felony/gross misdemeanor arrests
- There were fourteen (14) misdemeanor arrests
- There were four (4) juvenile arrests
- There were five (5) DUI's
- There were two (2) CPC arrests
- There were three (3) Domestic Violence arrests

FALLON POLICE
VIPS
Volunteers in Police Service
VOLUNTEER

Activity Report for January 2026

Total Service Hours	**115**
Training Hours	**0**
Helping Hand Contacts	**24**
<u>Other Assignments:</u> ***Helping Hand*** ***Chaplin***	 ***20.0 Hours*** ***12.0 Hours***