



AGENDA
CITY COUNCIL MEETING
55 West Williams Avenue Fallon, NV
March 18, 2025 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on March 18, 2025 at 9:00 a.m. in the City Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

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

1. Pledge of Allegiance to the Flag
2. Certification of Compliance with Posting Requirements
3. Public Comments
General in nature, not relative to any agenda items. No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. **(For discussion only)**
4. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
5. Consideration and possible action to transfer Stockman’s Casino’s, a Nevada corporation, nonrestricted gaming license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B). **(For possible action)**
6. Consideration and possible approval of a Parcel Map for Jesse Morrow to split Churchill County Assessor’s Parcel Number 001-632-07, commonly known as 760 Wildes Street, Fallon, NV, into two parcels. **(For possible action)**

- 7.** Consideration and possible designation of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025, for an estimated total fee of One Hundred Eight Thousand Dollars (\$108,000.00), plus 5% technology fee, and approval for the Mayor to authorize additional fees if necessary to complete the audit. **(For possible action)**

- 8.** Possible introduction of Bill No. 803: An Ordinance amending Fallon Municipal Code title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within city limits. **(For possible action)**
(This agenda item is for possible introduction of the proposed ordinance only. If introduced by a City Councilperson, the Mayor will set a public hearing on the proposed ordinance and no further action can or will be taken at this meeting. At the public hearing, which will be properly noticed and advertised, the City Council will take comment and then consider possible adoption of the ordinance as introduced or amended.)

- 9.** Fallon Police Department Monthly Report for December 2024 **(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 March 13, 2025 at City Hall, City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>).

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

/s/ Elsie M. Lee

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



CITY OF FALLON REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: March 12, 2025
 AGENDA DATE: March 18, 2025
 TO: The Honorable City Council
 FROM: Trent deBraga, Deputy City Attorney
 AGENDA ITEM TITLE: Consideration and possible action to transfer Stockman’s Casino’s, a Nevada corporation, nonrestricted gaming license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B). **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve the transfer of Stockman’s Casino’s, a Nevada corporation, nonrestricted gaming license to Clarity Game Opco, LLC, a Nevada limited liability company, pursuant to Fallon Municipal Code Section 5.52.060(B).

DISCUSSION:

Stockman’s Casino, a Nevada corporation (“Stockmans”), has made an application to Chief Ron Wenger requesting a transfer of its unrestricted gaming license to Clarity Game Opco LLC, a Nevada limited liability company. Stockman’s operates the casino commonly known as Stockman’s Casino located at 1560 W. Williams Avenue, Fallon, Nevada. Stockman’s is currently under contract to sell its casino assets to Clarity Game Opco, LLC and is making the request to transfer its unrestricted gaming license to Clarity Game Opco, LLC pursuant to Fallon Municipal Code 5.52.060(B).

Pursuant to Fallon Municipal Code 5.52.060(B), no restricted or unrestricted gaming license granted under the provisions of Fallon Municipal Code 5.52 may be transferred by the licensee to any other person except upon application made to the Chief of Police of the City of Fallon, and which application must be approved by a majority vote of the city council, who shall have the power and

authority to grant the transfer or deny the request and require that a new and original application be made by the proposed transferee.

Stockman’s request to transfer its nonrestricted gaming license pursuant to Fallon Municipal Code 5.52.060(B) is being made in light of Fallon Municipal Code Section 5.52.040(A) which provides that “No City of Fallon nonrestricted gaming license shall be granted to or maintained by the holder of a nonrestricted gaming license issued by the State of Nevada, unless such licensee maintains, on the same premises which licensee holds a nonrestricted gaming license, no fewer than sixty guestrooms……” Fallon Municipal Code further provides an exception to this requirement for “any entity which holds a valid nonrestricted gaming license on the date the ordinance codified in this section becomes effective.”

PREPARED BY: Trent deBraga, Deputy City Attorney

Brownstein Hyatt Farber Schreck, LLP

702.382.2101 main
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

January 30, 2025

Sonia Church Vermeys
Attorney at Law
702.464.7066 direct
svermeys@bhfs.com

VIA FEDERAL EXPRESS

Ronald Wegner
Chief of Police
Fallon Police Department
55 West Williams Avenue
Fallon, Nevada 89406

RE: **Application to Transfer Stockman’s Casino City of Fallon Nonrestricted Gaming License**

Dear Chief Wegner:

We represent Stockman’s Casino, a Nevada corporation (“**Stockman’s**”). Stockman’s operates the casino commonly known as “Stockman’s Casino,” located at 1560 W. Williams Avenue, Fallon, Nevada 89406 (the “**Casino**”). Seller is under contract to sell the Casino assets to Clarity Game Opco LLC, a Nevada limited liability company (“**Clarity**”). Clarity is comprised of gaming industry veterans who have been previously licensed by the Nevada Gaming Commission on numerous occasions.

In early December, 2024, Clarity filed applications with the City of Fallon Clerk’s Office for the requisite business licenses, including the City of Fallon nonrestricted gaming license. Clarity also filed an application for a state nonrestricted gaming license with the Nevada Gaming Control Board which is in queue to be on the March or April meeting agendas.

Stockman’s is supplementing the Clarity submission with this letter application requesting city council approval to transfer the Casino’s existing City of Fallon nonrestricted gaming license to Clarity. The city council has the “power and authority” to approve this transfer pursuant to City of Fallon Municipal Code (“**FMC**”) Section 5.52.060 (B) which provides as follows:

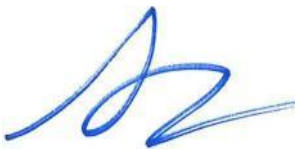
No restricted or unrestricted gaming license granted under the provisions of this chapter may be transferred by the licensee to any other person except upon application made to the Chief of Police of the City of Fallon, and which application must be approved by a majority vote of the city council, who shall have the power and authority to grant the transfer or deny the request and require that a new and original application be made by the proposed transferee.

We are making this request in light of FMC Section 5.52.040 (A) which provides that: “No City of Fallon nonrestricted gaming license shall be granted to or maintained by the holder of a nonrestricted gaming license issued by the State of Nevada unless such licensee maintains, on the same premises which licensee holds a nonrestricted gaming license, no fewer than sixty guestrooms...” Pursuant to subsection (C), the sixty guestrooms requirement does not apply to any entity, such as Stockman’s, which held a valid nonrestricted gaming license on the date the ordinance became effective. Stockman’s received its original gaming licenses for the Casino in 1972. The current shareholder of Stockman’s, Full House Resorts, Inc., acquired ownership of Stockman’s in 2007. The ordinance only became effective on February 3, 2015.

While the parties could possibly renegotiate and restructure the asset purchase transaction as an equity sale of the stock in Stockman’s, the time and expense for this undertaking doesn’t make sense considering the end result would be the same. Under either a council-approved asset transfer or an equity sale, the Casino will continue operating as it has historically (for over fifty years) without guestrooms on the premises. Note that there is a ninety-nine room Holiday Inn Express that shares the same parking lot as the Casino so guests of the Casino have close, convenient access to hotel accommodations.

We respectfully request the city council’s thoughtful consideration and ultimate approval of this application to transfer the Casino’s nonrestricted gaming license to Clarity. We understand that approval would be subject to/conditioned upon Clarity receiving a nonrestricted gaming license from the Nevada Gaming Commission.

Sincerely,



Sonia Church Vermeys

CC: City of Fallon Clerk’s Office (via Federal Express)
Trent deBraga (via email)
Sean Rowe (via email)
Full House Resorts, Inc. (via email)
Sean McGuinness, counsel to Clarity (via email)

32550268.1



CITY OF FALLON REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: March 12, 2025
 AGENDA DATE: March 18, 2028
 TO: The Honorable City Council
 FROM: Derek Zimney, City Engineer
 AGENDA ITEM TITLE: Consideration and possible approval of a Parcel Map for Jesse Morrow to split Churchill County Assessor’s Parcel Number 001-632-07, commonly known as 760 Wildes Street, Fallon, NV, into two parcels. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve a Parcel Map for Jesse Morrow to split Churchill County Assessor’s Parcel Number (APN) 001-623-07, commonly known as 760 Wildes Street, Fallon, NV, into two parcels.

DISCUSSION: Jesse Morrow, owner of Churchill County Assessor’s Parcel Number (APN) 001-623-07 has made application and submitted a map to split his property at 760 Wildes Street. This Parcel Map will create two parcels, consisting of 5,250 square feet each. These parcels are located within R-2 zoning and approval will meet City of Fallon Municipal Code requirements for R-2 zoning. Any development or improvements to these parcels shall be required to meet all applicable City of Fallon standards and requirements.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A.

PREPARED BY: Derek Zimney, City Engineer

OWNER'S CERTIFICATE

THE UNDERSIGNED, JESSE E. MORROW, AS OWNER OF THE REAL PROPERTY DEPICTED HEREON, THAT THEY APPROVED AND ACCEPTED THIS PLAT OF SAID LANDS AS SHOWN IN ACCORDANCE WITH AND FOR THE USES AND PURPOSES SET FORTH IN THE NEVADA REVISED STATUTES CHAPTER 278 AND 116 AND SUBSEQUENT AMENDMENTS THERETO, AND THEY ALSO HEREBY GRANT AND SET APART FOREVER ALL EASEMENTS FOR UTILITY INSTALLATIONS AND ACCESS SHOWN HEREON TO SET ASIDE FOREVER, AND DO HEREBY CONSENT TO PREPARATION AND RECORDATION OF THIS MAP.

JESSE E. MORROW

STATE OF NEVADA)) S.S.
COUNTY OF CHURCHILL)

ON _____ PERSONALLY APPEARED
BEFORE ME, A NOTARY PUBLIC,
JESSE E. MORROW
WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

NOTARY PUBLIC _____

ENGINEERS CERTIFICATE

I, DEREK ZIMNEY, CERTIFY THAT I HAVE EXAMINED THIS MAP CONSISTING OF 1 SHEET, AND THAT PROVISIONS AND ORDINANCES APPLICABLE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CITY ENGINEER _____ DATE _____

CITY OF FALLON

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALLON, COUNTY OF CHURCHILL, STATE OF NEVADA, THIS _____ DAY OF _____, 2024.

MAYOR _____ DATE _____

ATTEST: FALLON CITY CLERK _____ DATE _____

CITY CLERK CERTIFICATE

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF FALLON, COUNTY OF CHURCHILL, STATE OF NEVADA, THIS _____ DAY OF _____, 2024.

CLERK, CITY OF FALLON _____ DATE _____

POWER, UTILITY, & CABLE TELEVISION EASEMENTS

10' ON EXTERIOR BOUNDARY
5' ON EACH SIDE OF INTERIOR LOT LINES
7.5' ALONG ROAD EASEMENTS

ALL EASEMENTS ARE ESTABLISHED AS INDICATED EXCEPT WHERE SUCH EASEMENT OVERLAYS AN EXISTING PUBLICLY MAINTAINED IRRIGATION OR DRAINAGE EASEMENT. IN SUCH CASE THE APPROPRIATED UTILITY EASEMENT SHALL LIE PARALLEL AND CONTIGUOUS TO THE EXISTING EASEMENT.

THE UTILITY EASEMENTS SHOWN OR NOTED ON THIS PLAT INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.

CHARTER COMMUNICATIONS EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE AND CABLE TV FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION.

SOUTHWEST GAS CORPORATION EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.

UTILITY COMPANIES

THE EASEMENTS SHOWN ON THIS PLAN HAVE BEEN CHECKED AND APPROVED BY:

CITY OF FALLON _____ DATE _____
BY: DEREK ZIMNEY
TITLE: CITY ENGINEER

C.C. COMMUNICATIONS _____ DATE _____
BY: _____
TITLE: _____

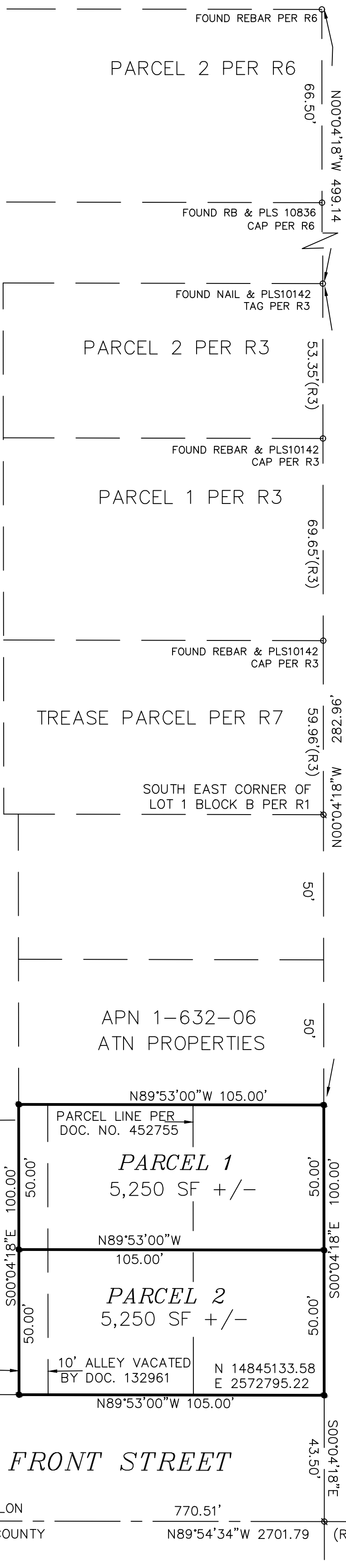
SOUTHWEST GAS CORPORATION _____ DATE _____
BY: _____
TITLE: _____

CHARTER COMMUNICATIONS _____
BY: _____
TITLE: _____

HUMBOLDT STREET
S14°29'11"W 38.67'

LEAD, TACK AND PLS 11420 TAG IN TOP OF CURB PER R4

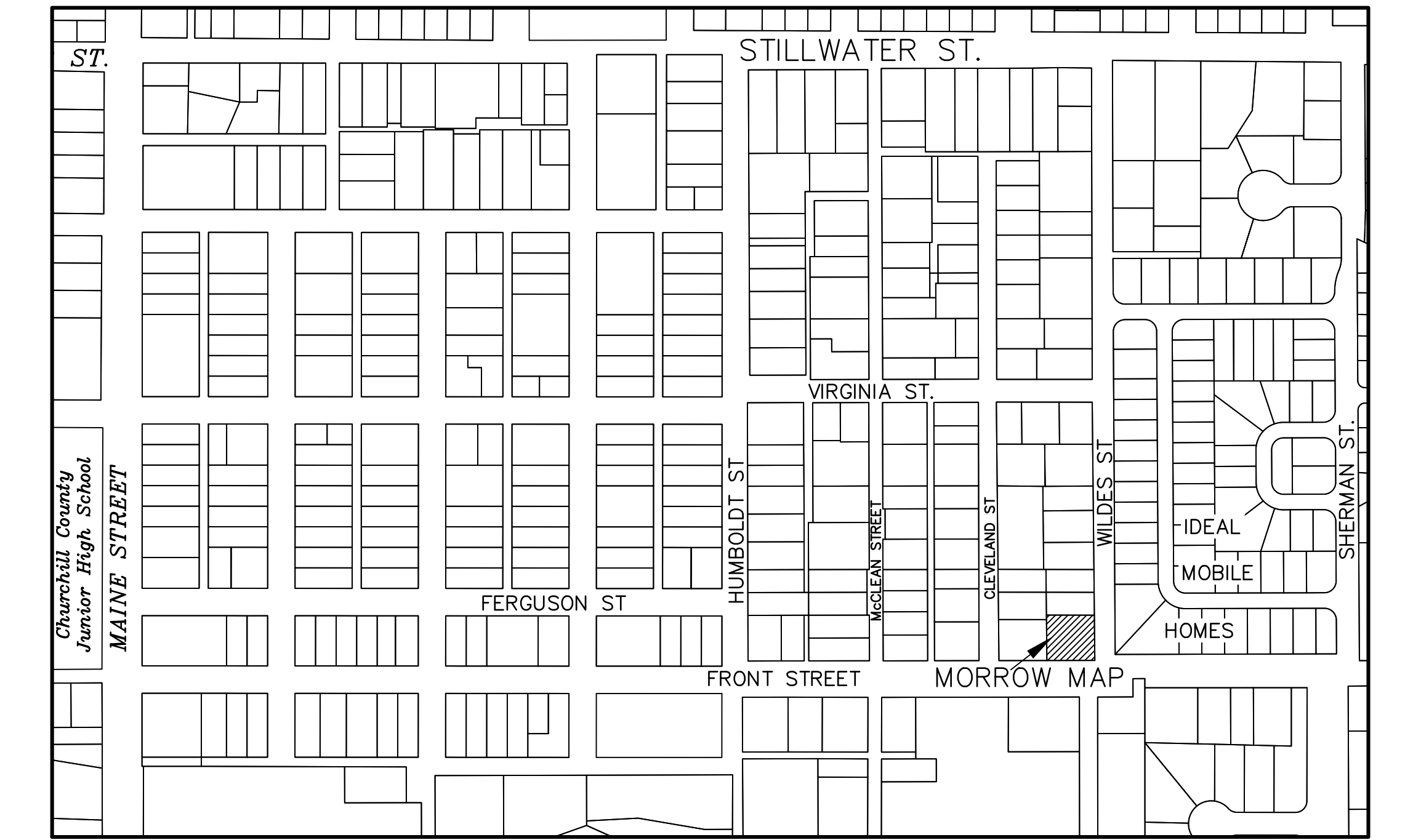
CENTER 1/4 CORNER
NAIL AND 2" TAG STAMPED PLS10142 PER (NOT FOUND)



FRONT STREET

WILDES STREET

IDEAL MHP LLC
APN 1 - 764 - 13
LOT 149 PER R2



VICINITY MAP NOT TO SCALE

FIRE MARSHAL CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS FINAL MAP AND THE IMPROVEMENT PLANS OF THIS PARCEL MAP AND I AM SATISFIED THAT THEY COMPLY WITH THE CITY OF FALLON FIRE CODE REQUIREMENTS

FIRE MARSHAL _____ DATE _____

BASIS OF BEARINGS

THE NAD-83/94 NEVADA STATE PLANE WEST ZONE (EPOCH 2010) COORDINATE GRID BEARINGS FROM THE TRUCKEE MEADOWS REGIONAL GPS "VRS" NETWORK. SHOWN AS N89°54'34"W ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 31, T19N, R29E, M.D.B.&M. ALL COORDINATES AND DISTANCES SHOWN ARE GROUND DISTANCES SCALED FROM GRID WITH A COMBINED SCALE FACTOR OF 1.00028

LEGEND

- 1/4 SECTION CORNER AS DESCRIBED.
CENTER SECTION CORNER AS DESCRIBED
SET 5/8" REBAR AND PLS 11420 CAP, OR AS NOTED.
CALCULATED POINT, NOTHING SET.
FOUND PLS11420 CAP PER R3, OR AS DESCRIBED.
(R1) RECORD AND MEASURED.

OWNER

JESSE MORROW
755 ADOBE STREET
FALLON, NV 89406

SITE: 760 WILDES
APN: 001 - 632 - 07

ZONE: R2

TOTAL AREA: 10,500 SF

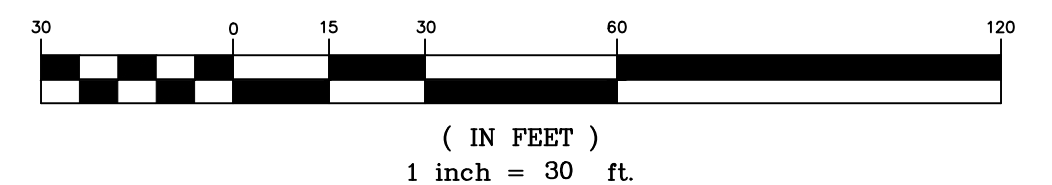
RECORDER'S CERTIFICATE

FILE NO. _____
FILED FOR RECORD AT THE REQUEST OF _____ ON _____ DAY OF _____, 2025, AT _____ MINUTES PAST _____ M IN THE OFFICIAL RECORDS OF CHURCHILL COUNTY, NEVADA.
FEE: _____
CHURCHILL COUNTY RECORDER _____
DEPUTY _____

REFERENCES

- R1 = PLAT OF THE McLANE ADDITION TO FALLON NEVADA FOR I. H. McLANE BY WILBER, DOCUMENT 6617 DATED MARCH 5, 1907.
R2 = OFFICIAL PLAT OF THE IDEAL MOBILE HOME COMMUNITY BY EMERY, DOCUMENT 173673 DATED 6/17/1980.
R3 = PARCEL MAP FOR WYLIE BY LUMOS, DOCUMENT 327991 DATED 3/15/2000.
R4 = PARCEL MAP FOR KIVLEY BY BELL, DOCUMENT 386203 DATED OCTOBER 3, 2006.
R5 = RECORD OF SURVEY FOR BEAVER BY BELL, DOCUMENT 488418 DATED 5/3/2021.
R6 = PARCEL MAP FOR PEREZ BY LUMOS, DOCUMENT 491864 DATED 11/19/2021.
R7 = ROS FOR TREASE BY GEOSURVEYS DOCUMENT 254621 DATED 8/21/1980.

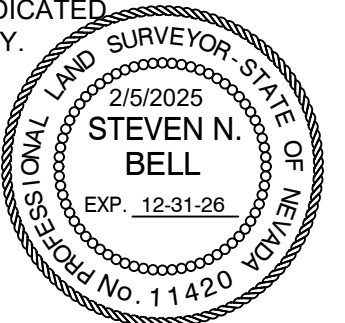
GRAPHIC SCALE



SURVEYOR'S CERTIFICATE

I, STEVEN N. BELL, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF JESSE MORROW
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF SW 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 19 NORTH, RANGE 29 EAST M.D.B. & M., AND THE SURVEY WAS COMPLETED ON 11/11/2024.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



STEVEN N. BELL, P.L.S. 11420
EXPIRES: 12/31/26

NOTE: 1) IN ACCORDANCE WITH NRS 247 AND 239, TO OBTAIN AN OFFICIAL COPY OF THIS MAP, CONTACT THE CHURCHILL COUNTY RECORDER.

COUNTY CLERK TREASURER CERTIFICATE

THE UNDERSIGNED, ON BEHALF OF THE CHURCHILL COUNTY CLERK - TREASURER, DOES HEREBY CERTIFY THAT
1) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID,
2) THERE ARE NO LIENS AGAINST ANY OF THE LANDS IN THE LAND DEVELOPMENT FOR UNPAID TAXES OF THE STATE, COUNTY, SPECIAL ASSESSMENTS,
3) THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR CONVERSION OF THE PROPERTY FROM DEFERRED TAX STATUS HAS BEEN PAID.

DATE _____ TITLE _____ PRINTED NAME _____ SIGNATURE _____

PARCEL MAP FOR JESSE MORROW VESTING DEED DOCUMENT No. 452755 A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 31, T19N, R29E, M.D.B.&M. CITY OF FALLON CHURCHILL COUNTY NEVADA. Bell Land Surveying 100 Fillmore Way Reno, Nevada 89519 (775) 240-3079 FALLON: 775-423-8701 Email: STEVENNBELL@YAHOO.COM sht 1 of 1



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: March 12, 2025
 AGENDA DATE: March 18, 2025
 TO: The Honorable City Council
 FROM: Michael O’Neill, City Clerk/Treasurer
 AGENDA ITEM TITLE: Consideration and possible designation of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025, for an estimated total fee of One Hundred Eight Thousand Dollars (\$108,000.00), plus 5% technology fee, and approval for the Mayor to authorize additional fees if necessary to complete the audit. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve engagement letter and designate Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025, for an estimated total fee of One Hundred Eight Thousand Dollars (\$108,000.00), plus 5% technology fee, and approval for the Mayor to authorize additional fees if necessary to complete the audit.

DISCUSSION: Pursuant to NRS 354.624, the City must provide for an annual audit of its financial statements. NRS 354.624(3) requires the City to designate its auditors and provide notice of that designation to the Department of Taxation not later than three (3) months before the close of the fiscal year to be audited. The Audit Committee, which consists of Councilwoman Karla Kent, Deputy City Attorney Trent deBraga and Chief of Staff Bob Erickson, has reviewed the attached proposal and recommends the designation of Eide Bailly as auditors for the City of Fallon for the fiscal year ending June 30, 2025. The quoted total fee covers the general audit. Any major program audits will be billed at Ten Thousand Dollars (\$10,000) for the initial program with any additional major program audits billed at Seven Thousand Five Hundred Dollars (\$7,500) each.

FISCAL IMPACT: One Hundred Eight Thousand (\$108,000.00), plus 5% technology fee.

FUNDING SOURCE: General Fund

PREPARED BY: Michael O’Neill, City Clerk/Treasurer

March 10, 2025

City of Fallon Audit Committee
City of Fallon, Nevada
55 West Williams Avenue
Fallon, NV 89406

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fallon, Nevada (the City) as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the management's discussion and analysis, schedules of changes in the City total OPEB liability and related ratios, the schedule of the City's share of the net pension liability, and the schedule of the City's contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in

accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedules of Changes in the City's Total OPEB Liability and Related Ratios
- Schedule of the City's Share of the Net Pension Liability
- Schedule of the City's Contributions

We will subject the following RSI to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the RSI to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following RSI in relation to the basic financial statements as a whole:

- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (Budgetary Basis) and Actual – General Fund
- Reconciliation of the General Fund (Budgetary Basis) to the General Fund (GAAP Basis) Schedule of Revenues, Expenditures and Changes in Fund Balances
- Notes to Required Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- The combining and individual fund statements and schedules, including budgetary comparisons
- Reconciliation of the General Fund (Budgetary Basis) to the General Fund (GAAP Basis) Combining Balance Sheet
- The schedule of fees imposed subject to the provisions of NRS 354.5989 – limitations of fees for business licenses

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report (*Auditor's Comments*) on compliance with the Nevada Revised Statutes and the Nevada Administrative Code upon completion of our audit. However, our audit will not be directed primarily toward obtaining knowledge of such noncompliance and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the

aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS in accordance with *Government Auditing Standards*, and any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs

- and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 10. For taking prompt action when instances of noncompliance are identified;
 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 13. For submitting the reporting package and data collection form to the appropriate parties;
 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
 16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of

federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing financial statements and the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you.
- Complete the auditee's portion of the Data Collection Form
- Propose journal entries to be reviewed and approved by management relating to the GASB 34 conversion entries for the governmental funds.

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.

- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Teri Gage is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a 5% technology fee. Invoices are payable upon presentation. We estimate that our fee for the financial statement audit will be \$108,000 (which includes travel expenses). The fee for the single audit will be \$10,000 for the first major federal program and if you have more than one major federal program the fee will increase by \$7,500 for each additional major program.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods,

and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to “read only” to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Audit Committee, City Council and management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;

- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a “Dispute”) shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”). Mediation shall be conducted with the parties in person in Reno, Nevada. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively “Eide Bailly”) shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys’ fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys’ fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly’s services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly’s breach of this agreement or Eide Bailly’s violation of applicable professional standards. In no event shall Eide Bailly’s aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys’ fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Nevada law. Any unresolved Dispute shall be submitted to a federal or state court located in Reno, Nevada.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

A handwritten signature in cursive script that reads "Teri Gage". The signature is written in black ink and is positioned above a horizontal line.

Teri Gage
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the **City of Fallon** by:

Name: _____

Title: _____

Date: _____

cc: City of Fallon, Nevada Council Members



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: March 12, 2025
 AGENDA DATE: March 18, 2025
 TO: The Honorable City Council
 FROM: Sean Rowe, Deputy City Attorney
 AGENDA ITEM TITLE: Possible introduction of Bill No. 803: An Ordinance amending Fallon Municipal Code title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within city limits. **(For possible action) (This agenda item is for possible introduction of the proposed ordinance only. If introduced by a City Councilperson, the Mayor will set a public hearing on the proposed ordinance and no further action can or will be taken at this meeting. At the public hearing, which will be properly noticed and advertised, the City Council will take comment and then consider possible adoption of the ordinance as introduced or amended.)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Introduce Bill No. 803: An Ordinance amending Fallon Municipal Code Title 10 Vehicles and Traffic, Chapter 10.64 Trucks, by adding section 10.64.020 prohibiting the use of engine brakes within city limits.

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

PREPARED BY: Sean Rowe, Deputy City Attorney

CITY OF FALLON, NEVADA

BILL NO. 803

ORDINANCE NO. _____

TITLE: AN ORDINANCE AMENDING FALLON MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.64 TRUCKS, BY ADDING SECTION 10.64.020 PROHIBITING THE USE OF ENGINE BRAKES WITHIN CITY LIMITS

WHEREAS, the City Council of the City of Fallon finds that the use of engine compression release brakes (commonly known as "engine brakes" or "Jake brakes") produces excessive noise that may be disruptive to the peace and quiet of the community; and

WHEREAS, the City Council seeks to protect the health, safety, and welfare of residents by reducing unnecessary noise pollution within City limits; and

WHEREAS, the prohibition of engine brakes within City limits, except in emergency situations, is in the best interest of the public and will contribute to a quieter and more livable environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FALLON, NEVADA, DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO TITLE 10, CHAPTER 10.64

Title 10, Chapter 10.64 of the Fallon Municipal Code is hereby amended to add Section 10.64.020, which shall read as follows:

10.64.020 – Prohibition of Engine Brakes

A. No person shall use or operate an engine compression release brake (commonly referred to as an "engine brake" or "Jake brake") on any motor vehicle within the City limits of Fallon, except in cases of emergency where such braking is necessary to avoid an accident or other imminent hazard.

B. Any person who violates this section shall be subject to a civil fine in an amount to be determined by the Municipal Court.

C. This section shall not apply to emergency vehicles in the performance of their official duties.

SECTION 2. SEVERABILITY

If any provision of this ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

SECTION 3. EFFECTIVE DATE

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

PROPOSED by COUNCIL MEMBER _____.

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

Those voting aye: _____

Those voting nay: _____

Those abstaining: _____

APPROVED:

ATTEST:

Mayor, City of Fallon

City Clerk



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: February 21, 2025
 AGENDA DATE: March 18, 2025
 TO: The Honorable City Council
 FROM: Ronald D. Wenger, Chief of Police
 AGENDA ITEM TITLE: Fallon Police Department Monthly Report for December 2024 (**For discussion only**)

TYPE OF ACTION REQUESTED:

- | | |
|----------------------|-----------------------------|
| Resolution | Ordinance |
| Formal Action/Motion | (X) Other – Discussion Only |

POSSIBLE COUNCIL ACTION: For Review Only

DISCUSSION: (Attachment, if necessary)

FISCAL IMPACT: None

FUNDING SOURCE: N/A.

PREPARED BY: Emily Rasmussen

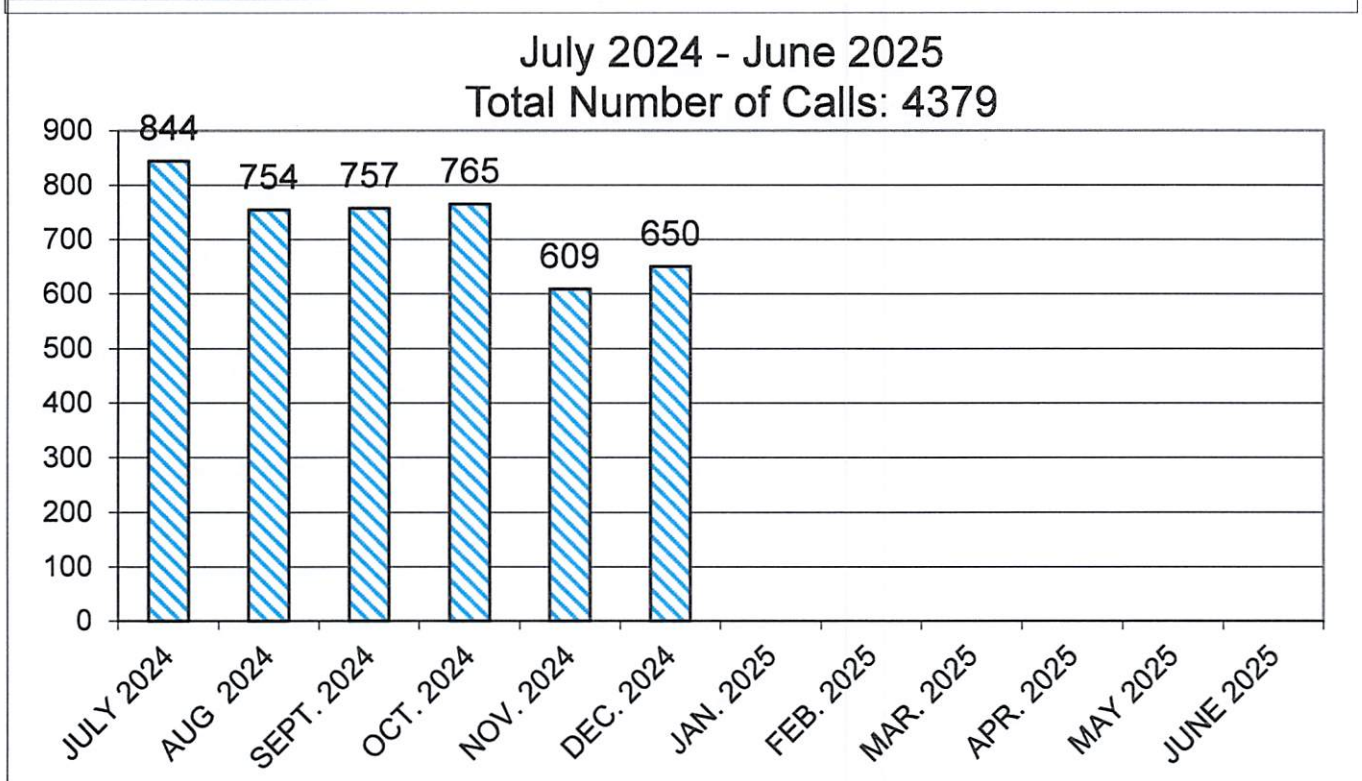
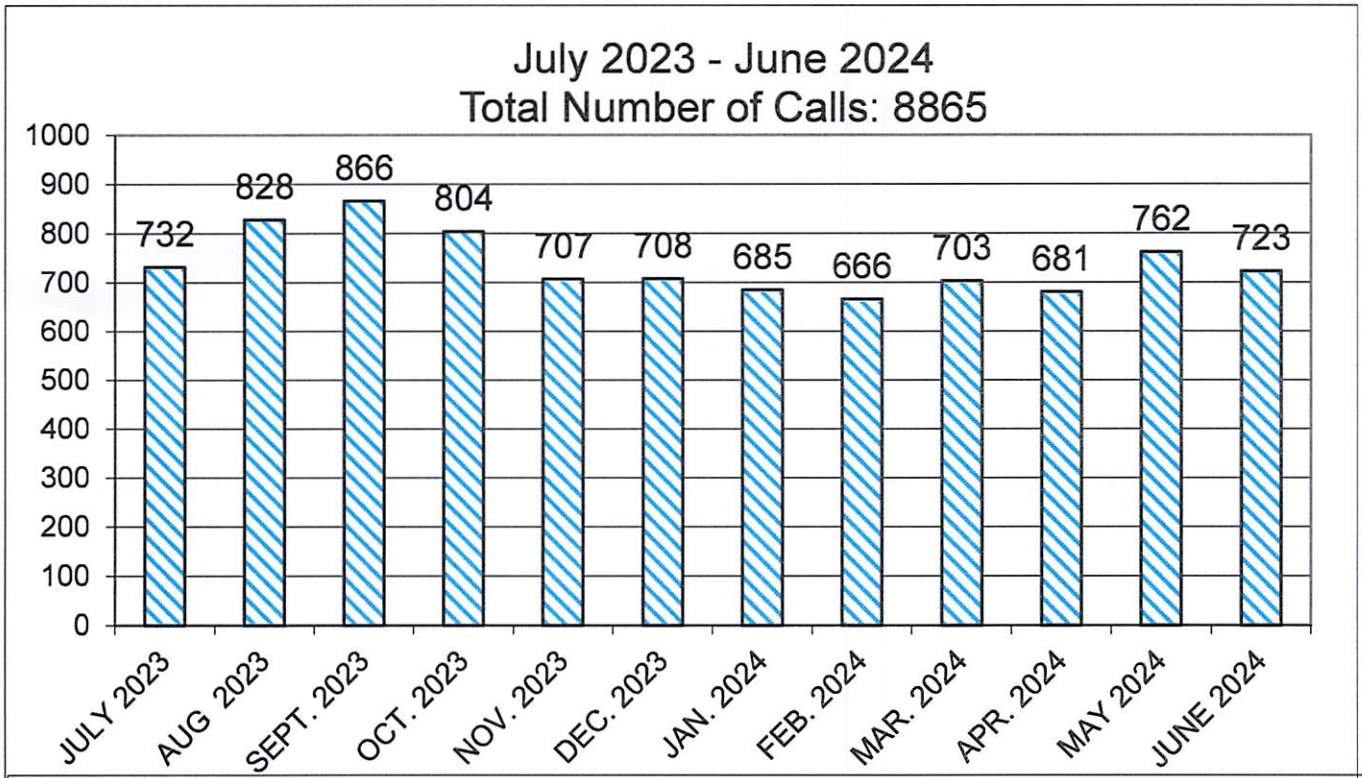
PRESENTED TO COUNCIL BY: Chief Ron Wenger

MONTHLY ACTIVITY REPORT



December 2024

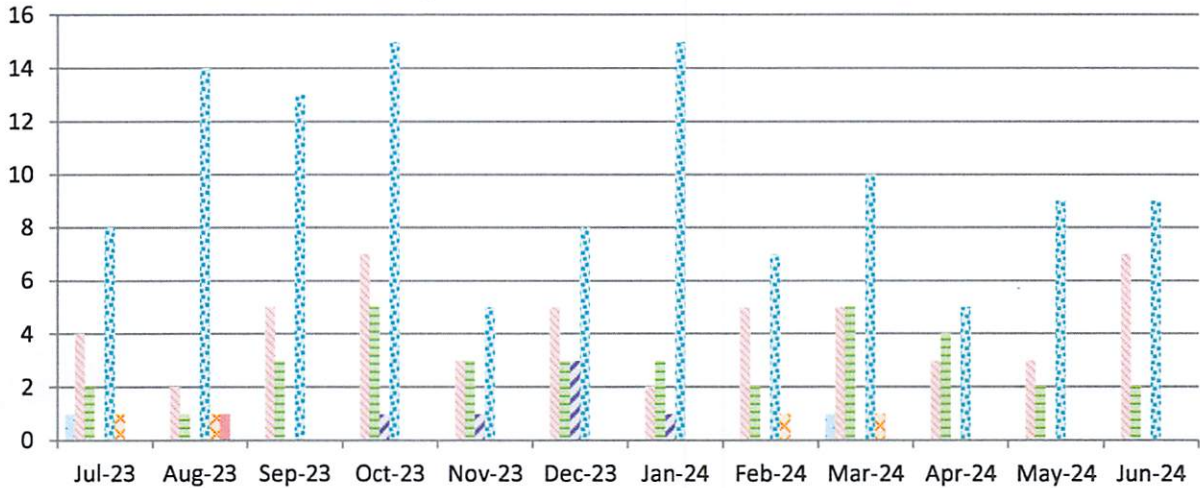
Calls for Service / Total Incidents Reported



Crime Summary

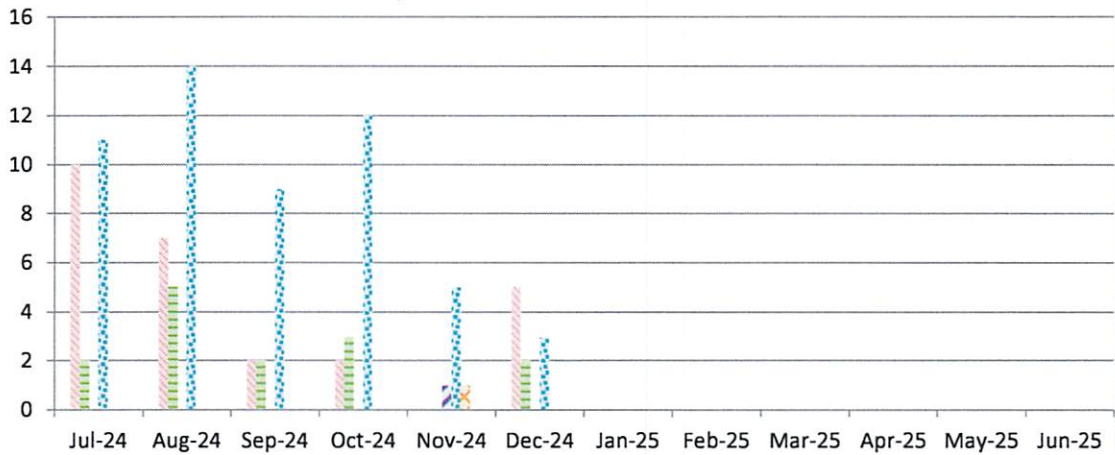
Item 9.

July 2023 - June 2024



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

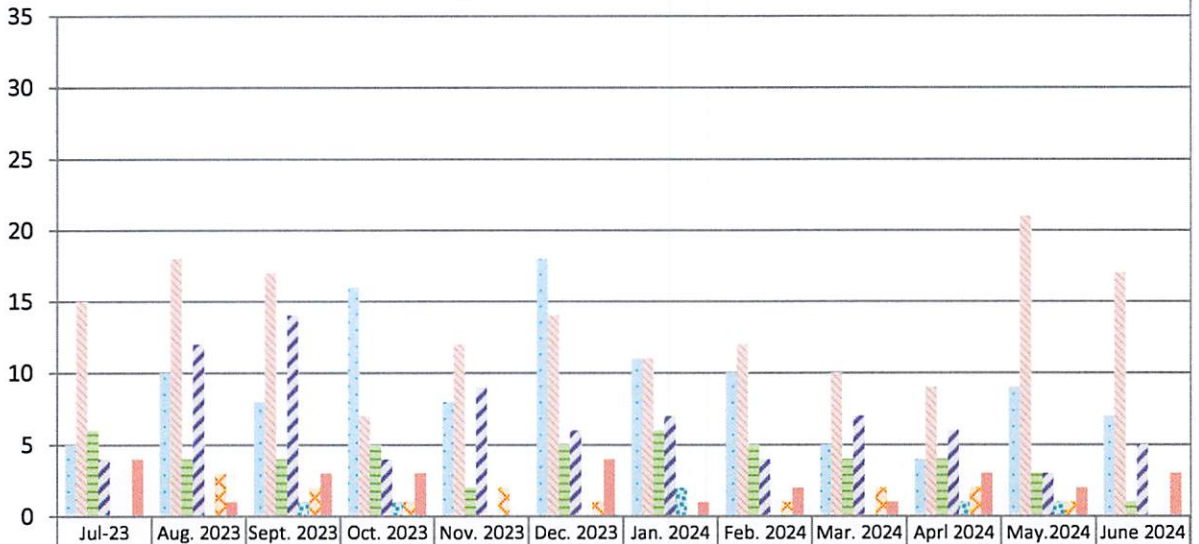
July 2024 - June 2025



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

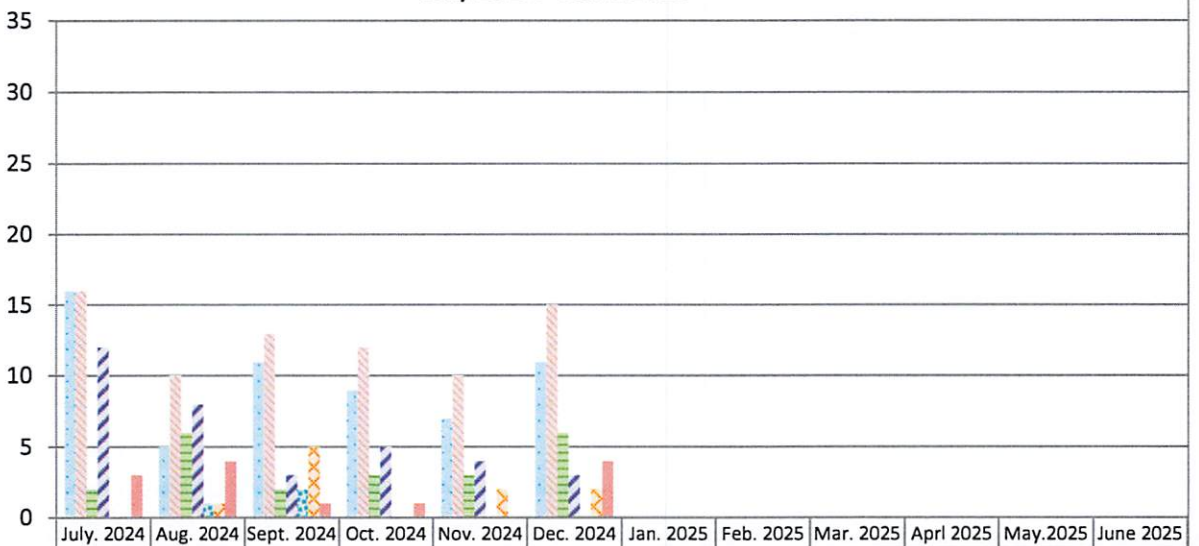
Arrest Summary

July 2023 - June 2024



	Jul-23	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	April 2024	May.2024	June 2024
Felony/GM	5	10	8	16	8	18	11	10	5	4	9	7
Misd.	15	18	17	7	12	14	11	12	10	9	21	17
DUI's	6	4	4	5	2	5	6	5	4	4	3	1
Juvenile Misd.	4	12	14	4	9	6	7	4	7	6	3	5
Juvenile Felony/GM	0	0	1	1	0	0	2	0	0	1	1	0
CPC's	0	3	2	1	2	1		1	2	2	1	0
Domestic Violence	4	1	3	3	0	4	1	2	1	3	2	3

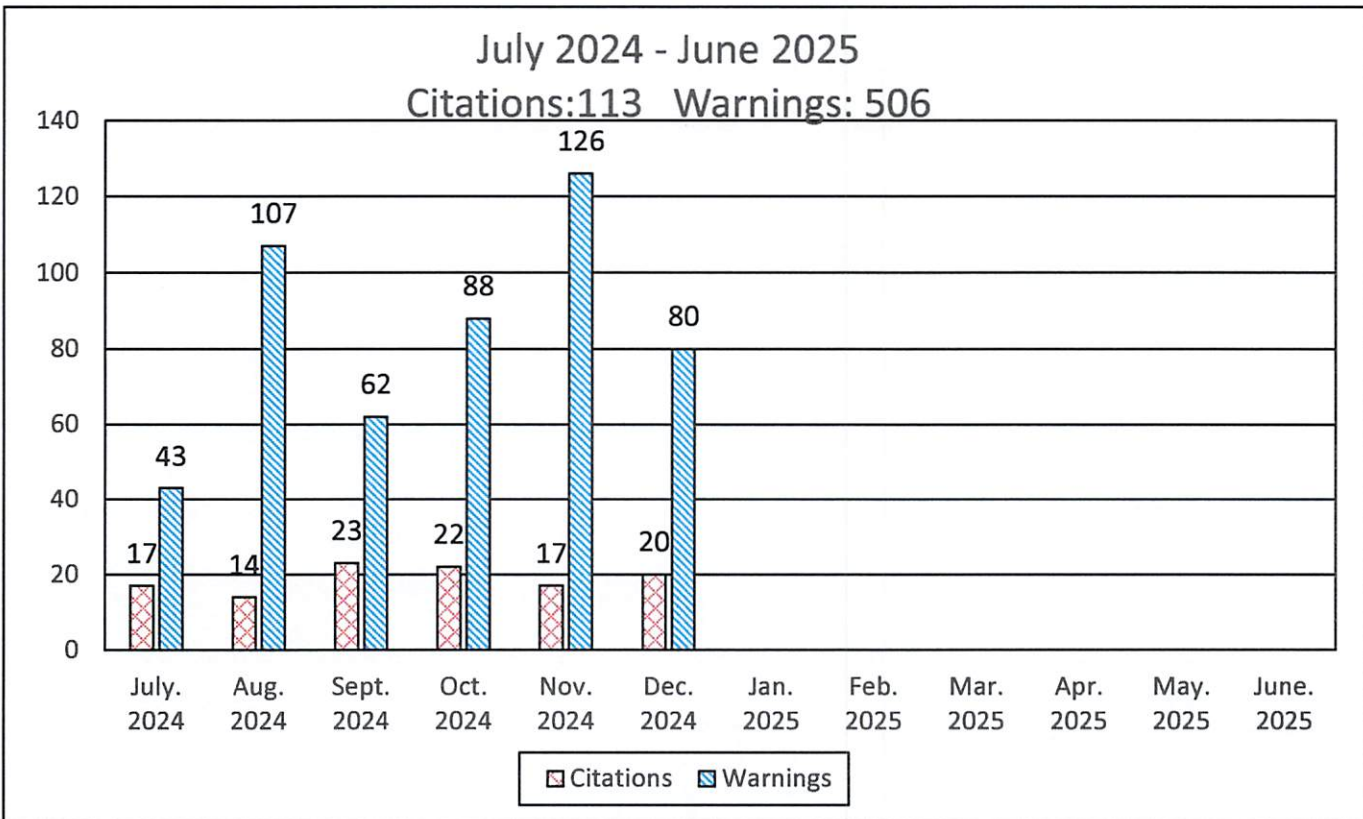
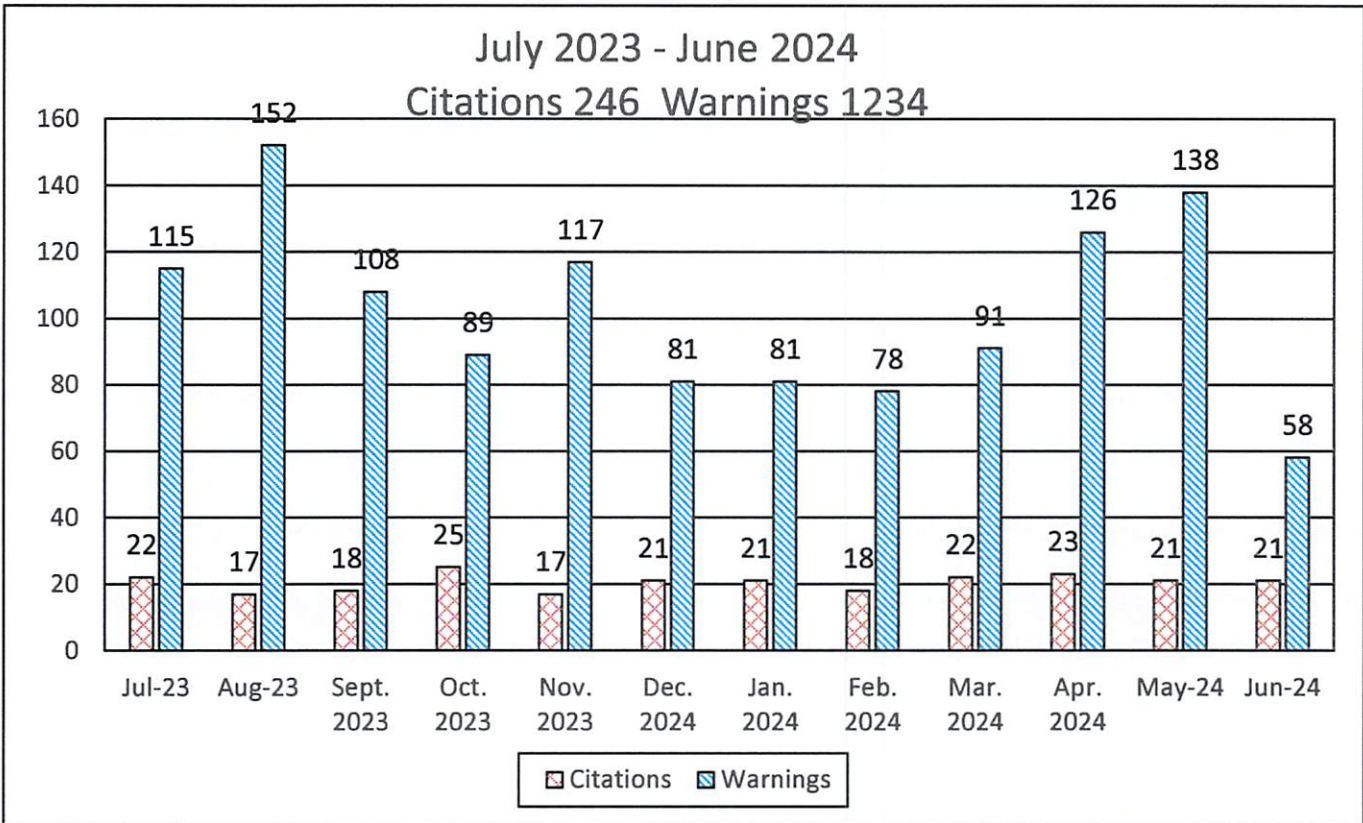
July 2024 - June 2025



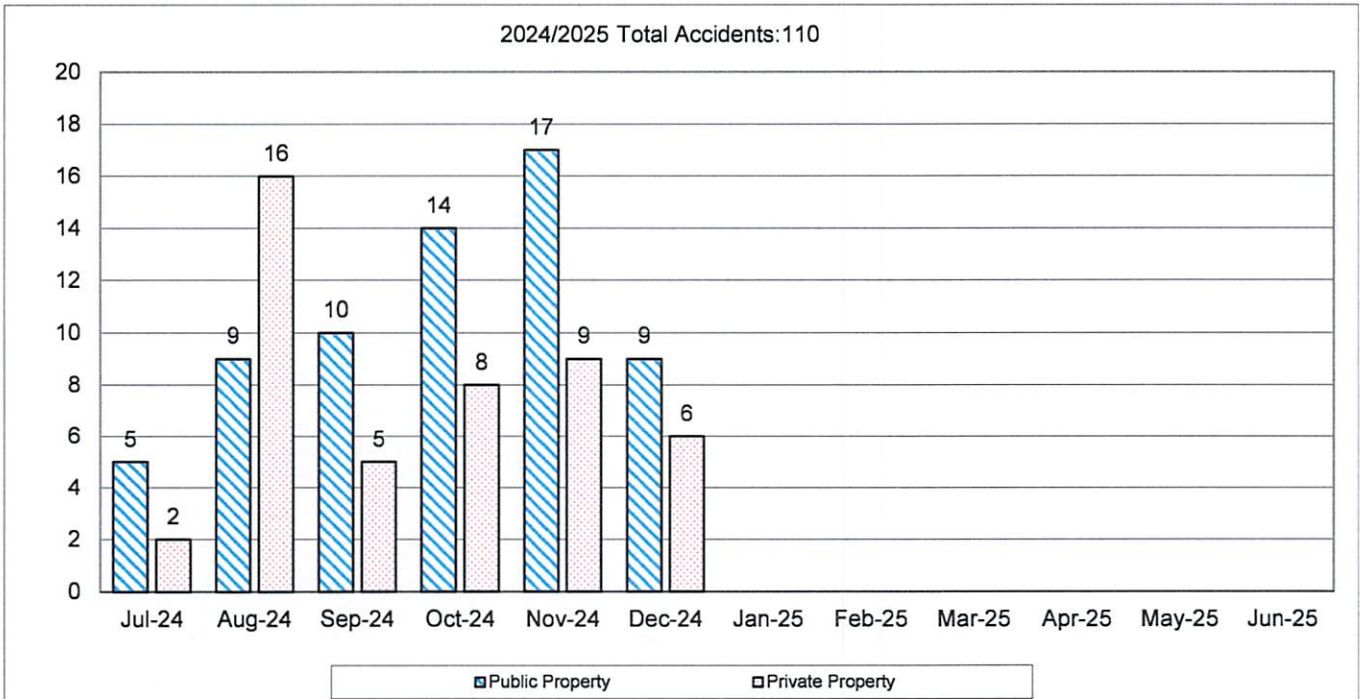
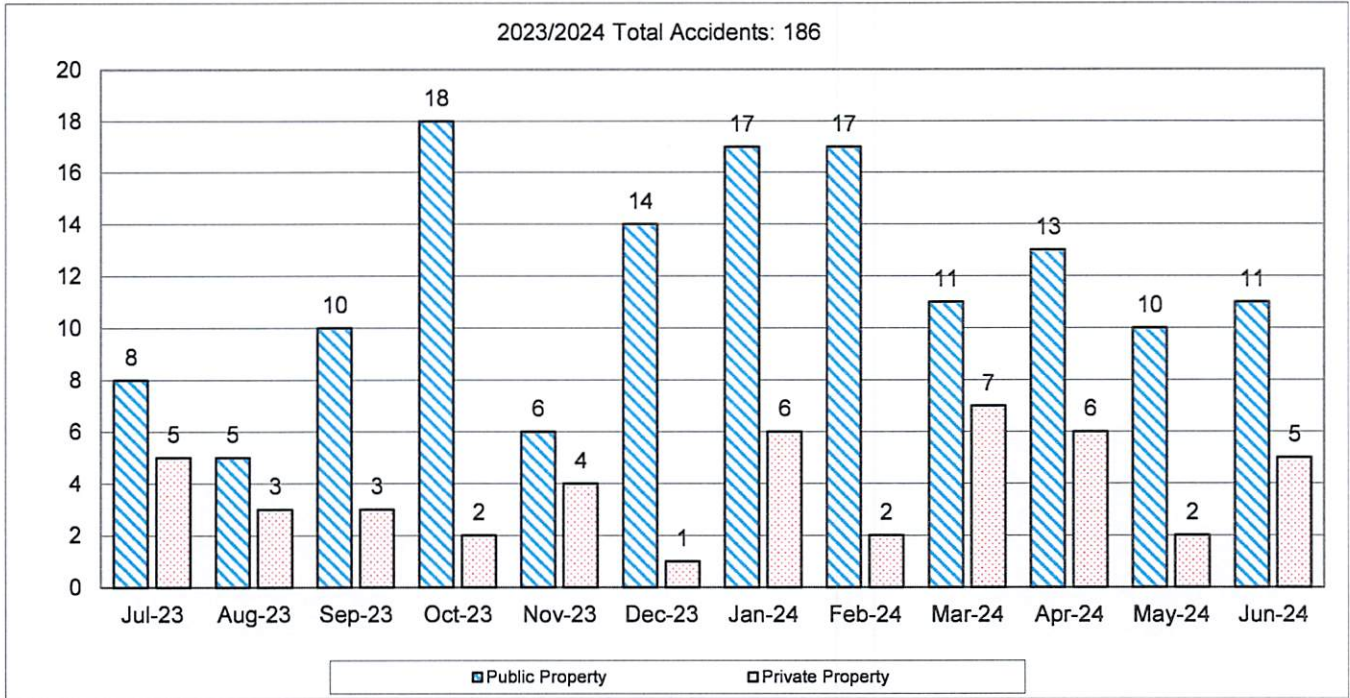
	July. 2024	Aug. 2024	Sept. 2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	April 2025	May.2025	June 2025
Felony/GM	16	5	11	9	7	11						
Misd.	16	10	13	12	10	15						
DUI's	2	6	2	3	3	6						
Juvenile Misd.	12	8	3	5	4	3						
Juvenile Felony/GM	0	1	2	0	0	0						
CPC's	0	1	5	0	2	2					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

Moving Citations Traffic Warnings

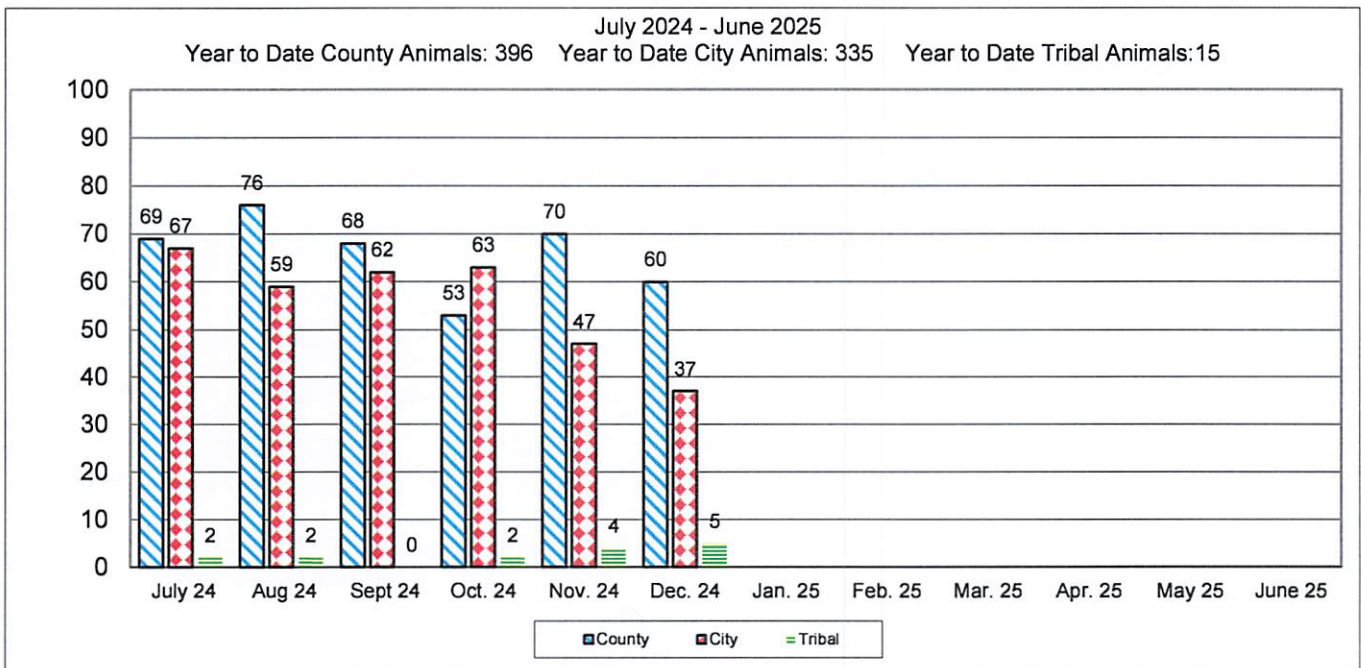
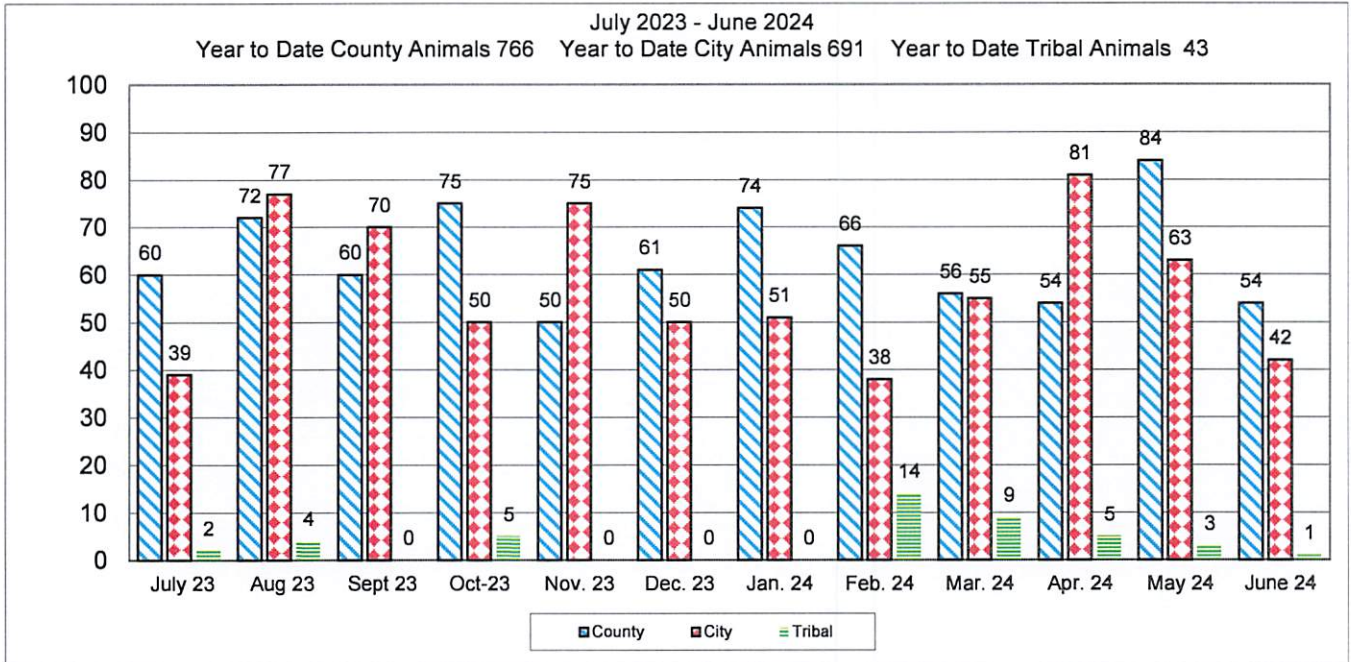
Item 9.



Traffic Accidents



Animal Shelter Services



**Fallon Police Department
Activities / Special Events
December 2024**

ASSISTANCE

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

INDOCTRINATION

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

VOLUNTEERS IN POLICE SERVICES

December 2024 the Fallon Police VIPS volunteered ninety-three- and one-half hours (93.5) hours to the agency.

OTHER PUBLIC RELATIONS

During December officers conducted special detail for the following:

- On December 1st, 2024, multiple Officers, Dispatchers & Executive Secretary Rasmussen participated in the annual First Responders Food Drive.
- On December 2nd, 2024, Sgt. Schumann rescued a runaway Elf on the Shelf.
- On December 4th, 2024, Det. Groom spoke with middle school students.
- On December 4th, 2024, Sgt. Jacobs was interviewed by a student for a school project.
- On December 6th, 2024, FPD attended the Christmas Tree Lighting.
- On December 7th, 2024, Capt. Riley & CSO Hammond participated in the Parade of Lights
- On December 11th, 2024, officers provided an escort for the Wreaths Across America.
- On December 18th, 2024, Capt. Riley attended the Jingle Jog at E.C. Best.
- On December 19th, 2024, officers provided traffic control for Oasis Academy on a walking field trip.

BREAKDOWN OF ARRESTS

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

- There were eleven (11) felony arrests
- There were fifteen (15) misdemeanor arrests
- There were three (3) juvenile arrests
- There were six (6) DUI's
- There were two (2) CPC arrests
- There were four (4) Domestic Violence arrests

Fallon Police Department
Citizen Survey Results
December 2024

When you contacted the Police Department, how satisfied were you with the ability of the dispatcher or employee that assisted you?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
2			

Were you satisfied with the courtesy and concern shown by the dispatcher or employee?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
2			

Are you satisfied with the Police Department's response time?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
2			

Regarding your most recent contact, please rate the Officer in the following areas:

Officer name (s) Sgt. Schumann & Sgt. Jacobs

Dispatcher (s) Angela Calkins

	VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
Concern	2			
Courtesy	2			
Knowledge	2			
Problem Solving Ability	2			
Professional Conduct	2			

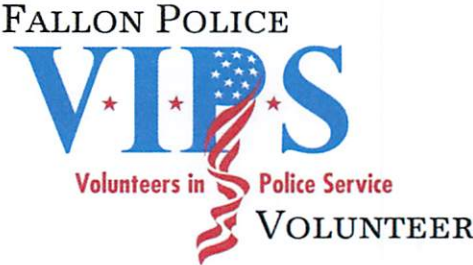
Overall, how satisfied are you with the Fallon Police Department?

VERY SATISFIED	SATISFIED	DISSATISFIED	NO OPINION
2			

Fallon Police Department
December 2024

Citizen Survey Comments

- I appreciate the safety you provide for your citizens and their family members. Thank you!



Activity Report for December 2024

Total Service Hours	93.5
Training Hours	0
Helping Hand Contacts	18
Other Assignments:	
Helping Hands	10.0 hours
Christmas Tree Lighting	8.0 hours