



AGENDA

CITY COUNCIL MEETING

55 West Williams Avenue Fallon, NV

June 06, 2023 at 9:00 AM

The Honorable City Council will meet in a regularly scheduled meeting on June 6, 2023 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 May 16, 2023. **(For possible approval)**
5. Approval of Warrants **(For possible action)**
 - A) Accounts Payable
 - B) Payroll
 - C) Customer Deposit
6. Consideration of application by Kristen Adakai for a retail liquor license for MK Innovations LLC, dba The Scooby Shack to be located at 195 E. Center Street. **(For possible action)**
7. Consideration and possible approval and adoption of Resolution 23-06: A resolution of the City Council of Fallon, Nevada providing for the transfer of the City's 2023 Private Activity Bond

Volume Cap to the Nevada Rural Housing authority; and other matters related thereto. **(For possible action)**

8. Consideration and possible action to approve the contract for the purchase of City owned property, commonly known as 1290 New River Parkway, Fallon, Nevada (Churchill County Assessor's Parcel No.: 001-781-09) to Ivy Land LLC in the amount of sixty-five thousand dollars (\$65,000) and for other matters properly related thereto. **(For possible action)**

9. Consideration and possible action to approve an agreement with Precision Ice Rinks of Concord, NC, for a three-month rental of a 40' x 100' ice-skating rink, in the amount of One Hundred Sixty-One Thousand Three Hundred Fifty Dollars (\$161,350.00). **(For possible action)**

10. Public Comments **(For discussion only)**

11. Council and Staff Reports **(For discussion only)**

12. Executive Session **(Closed)**

Discuss Litigation Matters **(For discussion only)** (NRS 241 et.seq.)

Negotiations with Operating Engineers Local Union No. 3 **(For discussion only)**

Negotiations with Fallon Peace Officers Association **(For discussion only)**

This agenda has been posted on or before 9:00 a.m. on June 1, 2023 at City Hall, District Court Building, Churchill County Office Complex, Churchill County Public Library and posted to the City's website (<https://fallonnevada.gov>) and the State of Nevada public notice website (<https://notice.nv.gov/>). Members of the public may request the supporting material for this meeting by contacting Elsie M. Lee, Deputy City Clerk, City Clerk's Office, City Hall, 55 West Williams Avenue, Fallon, Nevada, 775-423-5104. 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/>).

/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
May 16, 2023**

The Honorable City Council met in a regular meeting on the above date in the Council Chambers, 55 West Williams Avenue, Fallon, Nevada.

Present:

Mayor Ken Tedford
Councilwoman Kelly Frost
Councilwoman Karla Kent
Councilman Paul Harmon
Chief of Staff Bob Erickson
City Attorney Mike Mackedon
Deputy City Attorney Sean Rowe
Public Works Director Brian Byrd
Deputy Public Works Ryan Swirczek
Deputy City Clerk Elsie Lee
Deputy City Clerk Michael O'Neill
Chief Ron Wenger
Captain John Riley
Captain Daniel Babiarz
Engineer Derek Zimney
Director of Tourism Jane Moon
Emergency Manager Steve Endacott

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

Mayor Ken Tedford led the Pledge of Allegiance.

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

Deputy City Clerk Elsie Lee advised that the agenda was posted in compliance with the NRS requirements.

Public Comments

Mayor Ken 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 March 7, 2023, April 4, 2023, April 7, 2023, April 18, 2023, and May 2, 2023.

Councilwoman Frost motioned to approve with no corrections or additions the Council Meeting Minutes for March 7, 2023, April 4, 2023, April 7, 2023, April 18, 2023, and May 2, 2023; 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

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

Fallon Police Department Monthly Report for April 2023.

Chief Ron Wenger presented the April monthly report. The report will compare 2023 crime, traffic stop, and traffic accidents statistics to April 2022. He added that the incidents were elevated, with respect to the same timeframe last year. Total calls-for-service this month were up by 173, with 793 total calls-for-service compared to 620 last year.

- Crime Summary: 4 total Domestic battery; resulted in 1 – adult arrest, 1 – juvenile arrest, and 2 warrants requested.
- Arrest Summary: 2 batteries, of which 1 was closed by juvenile arrest and the other is still under investigation. Both batteries involved juveniles, one at Oats Park and one at the High School. 31 total arrests, 21 – adults, 10 – juvenile. Fallon Police Officers forwarded 12 cases for warrants, and 11 cases for juvenile petitions to local prosecutors. In addition, 3 citations were issued in lieu of arrest, 2 to juveniles, and 1 to an adult.
- Theft calls: 3 stolen vehicles in the City – 1 from a local motel that had a faulty ignition, 1 from Industrial Way, where the keys were left in the vehicle, and 1 from a private residence in which the car was left unattended and running. All 3 vehicles were recovered, 1 on Pioneer Way in Churchill County, 1 in Lyon County, and the 3rd 1 in Washoe County. 8 thefts, 2 of which were closed due to lack of evidence and 4 are still under investigation, and 2 were closed with warrants requested. Of the thefts, the following items were reported stolen: from 5 separate Walmart thefts boots, appliances, car accessories, gardening items, over-the-counter medicine, and toys. From Boot Barn – 5 pairs of jeans. From a private residence – a firearm. From another private residence – a catalytic converter from a truck.
- Moving Citations/Traffic Warnings: 99 traffic stops – 9 citations and 90 warnings.
- Public Property Accidents: 2 – private property traffic accidents, and 13 – public property accidents.
- Animal Shelter Services: Total 118; Churchill County – 55; City – 63
- Volunteers in Police Services: Contributed 119 hours to the agency through Helping Hands and other assignments.
- Public Relations: Officer Itskin discussed bicycle safety with a group of Boy Scouts.

On April 21, officers assisted on Maine Street during a Fountain Dye. April 22, Detective Goodrick and the Volunteers in Police Services participated in an RX-Roundup. April 27, Detective Goodrick and Officer Atchison attended a carnival at the Pennington Life Center. April 28, Detective Goodrick held an Active Shooting Training at the Churchill County School District Transportation Department. April 28, the department assisted with another Fountain Dye.

- Department Citizen Surveys: 6 total surveys were returned; 6 were Very Satisfied.

Mayor Tedford inquired if the Council had any questions or comments.

Councilwoman Kent inquired if the Police Department offers Active Shooting Trainings to any business if a business makes that request.

Chief Wenger stated that the Police Department would be happy to offer assistance to businesses that may ask for this type of training.

Mayor Tedford inquired if there were any further comments or questions.

No further comments were noted.

Public Comments

Mayor Tedford inquired if there were any public comments.

No comments were noted.

Council and Staff Reports

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

Councilman Harmon stated that last Saturday, the Mayor's Cup, was a fantastic day. I want to give credit to you, Mayor, Nicole, Ryan, and your whole staff for putting on a fabulous golf tournament for that day. I think that the community and the kids that will benefit from this event are greatly appreciated throughout the community.

Mayor Tedford thanked Councilman Harmon. It worked out well and those kids that may fall through the crack, really appreciate that. That is our major fundraiser for the Mayor's Youth Fund, and I appreciated everyone that helped, from the staff to the interns that helped. I appreciate that very much. I thank the golf course for the work they did that day, and certainly all the sponsors and golfers, it is very much appreciated. Thank you.

No further reports were noted.

Executive Session

Mayor Tedford tabled the executive session, as it was not needed at this time.

Adjournment

There being no further business to come before the Council, Mayor Tedford adjourned the meeting at 9:09 a.m.

Mayor Ken Tedford

Attest: _____

Sean C. Richardson, City Clerk-Treasurer



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 31, 2023
 AGENDA DATE: June 6, 2023
 TO: The Honorable City Council
 FROM: Elsie Lee, Deputy City Clerk
 AGENDA ITEM TITLE: Consideration of application by Kristen Adakai for a retail liquor license for MK Innovations LLC, dba The Scooby Shack to be located at 195 E. Center Street. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve application and to issue a retail liquor license to Kristen Adakai for MK Innovations LLC, dba The Scooby Shack to be located at 195 E. Center Street.

DISCUSSION: Kristen Adakai, an owner of MK Innovations LLC, dba The Scooby Shack has made application for a retail liquor license for MK Innovations LLC, dba The Scooby Shack at 195 E. Center Street. A retail liquor license is a privileged license that allows the licensee to sell alcoholic beverages from a fixed and definite place of business for consumption off of the premises only.

FISCAL IMPACT: Annual retail liquor license fee revenue.

FUNDING SOURCE: N/A.

PREPARED BY: Elsie Lee, Deputy City Clerk

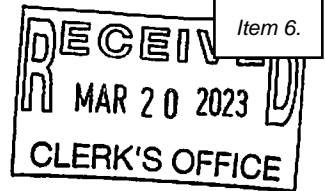


CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874



LIQUOR LICENSE APPLICATION

Application Type: New Owner Change Manager Change Location Change

Applicant Name: Adakai Kristen E Application Date: 3/14/23
Last First MI

Title: Owner Phone: (253) 359 8747

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

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

Begin/End	Physical Address	City	State	Zip
Oct 22 - Present	550 Marina Gateway Dr Apt #1238	Sparks	NV	89434
Dec 19 - Oct 22	17 St Helens Ave Apt #100	Tacoma	WA	98402

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

Business Name: MK INNOVATIONS LLC / DBA The Scooby Shack

Business Owner(s):

Name	Address	Title
Kristen Adakai	550 Marina Gateway Dr Apt #1238	Owner
Ryan Adakai	5381 Desert Peach Dr	owner
Madison McCoy	12549 Peppergrass Dr	owner

Business Address: 195 E Center St Fallon NV 89400
City State Zip

Provide a brief description of the portion to be occupied by the establishment for which the license is sought:
Retail establishment. (See separate page for picture)

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

Name of the owner of the premises: Cynthia Kent Dillon

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

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

Have you owned or managed any other business? Yes No



CITY OF FALLON CLERK'S OFFICE

55 West Williams Avenue, Fallon, Nevada 89406

Phone: (775) 423-5104

Fax: (775) 423-8874

If Yes, list the business(es) you have owned or managed.

Begin/End	Name	Address	City	State	Zip
Oct 22 - present	BABS	1455 Maine St	Fallon	NV	89406

Have you ever been issued a business or a liquor license? Yes No *A*
 If Yes, when? _____ What Agency? _____

Have you ever had a business or liquor license revoked? Yes No
 If Yes, when? _____ What Agency? _____

Have you ever been denied a business or liquor license? Yes No
 If Yes, when? _____ What Agency? _____

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

If Yes, explain: _____

Have you ever been arrested? Yes No

If Yes, provide the following information:

Date	Charge	Arresting Agency	Disposition

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

Name	Phone	Relationship
Kylee Nyday	(505) 228 1159	Friend
Cynthia Kent Dillon	(775) 741 3727	landlord
Lucy Carnahan	(775) 217 4074	friend
Christy Evers	(775) 530 4582	landlord
Joel Moore	(360) 728 4572	friend

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

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

Auleri
 Applicant's Signature

Heidi Sweeney

From: Kristen Adakai <adakai94@gmail.com>
Sent: Friday, March 31, 2023 3:30 PM
To: Heidi Sweeney
Subject: [EXTERNAL] - Kristen Adakai Liquor License | References

Hello Heidi, here are my references. Thank you so much!

Grace Berrier
Friend
(253) 929 4232

Kylee Ventura
Lifelong Friend
(775) 232 2238

Donald Abbott
Family Friend
(775) 771 8674

Elyse Hawk
Lifelong Family Friend
(775) 835 1265

--
Kristen Adakai

FALLON POLICE DEPARTMENT

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

Ronald D. Wenger
Chief of Police

April 14, 2023

This letter certifies that Ms. Kristen Adakai, co-owner of The Scooby Shack, located at 195 East Center Street, Fallon, NV 89406, has completed and passed her background check for a liquor license.

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

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

Sincerely,



Ronald D Wenger
Chief of Police



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, Kristen Adakai, 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.

Kristen Adakai
Applicant's Signature

OFFICIAL USE ONLY			
10 Print Card	_____	Spillman Entry	_____
Photo	_____		
Local records	_____		
NCJIS	_____		Recommended by Chief of Police or Designee
Municipal Code	_____		
Fee	\$ _____		Not Recommended by Chief of Police or Designee
REVIEWED BY:			
City of Fallon Engineering/Building Department	_____		Date: _____
City of Fallon Chief of Police	_____	<i>[Signature]</i>	Date: <u>5/31/23</u>
City of Fallon/Churchill County Fire Dept.	_____	<i>[Signature]</i>	Date: <u>5-30-23</u>
City of Fallon Attorney's Office	_____	<i>[Signature]</i>	Date: <u>5-31-23</u>

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

Liquor License Application Interview Supplement

APPLICANT Kristen Adakai

DATE 04/14/2023

BUSINESS NAME – The Scooby Shack 195 East Center Street Fallon, Nv 89406

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

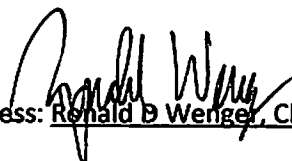
If not, the on-site supervisor will be Darrell McCoy

I understand that if the on-site supervisor changes, I am responsible to notify the City Clerk's Office. Initials KA

I acknowledge that as the license holder, I am personally responsible for what is sold at the store. Initials KA

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

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


Witness: Ronald D Wenger, Chief of Police

S. Broadway St.

F Center St

Must be 21 years old to enter posted on door

Front Door

Scooby Shack
195 E Center Street
1,864 SF
Occupancy 15 per Fire Marshal

Mobile POS

Vodka Rum Whiskey Tequila
750ml + larger
Gin Bourbon

Mixers/Non-alcoholic
Gardola Double
Seltzers

Locked Door

Domestic Beers

Back Door

3 door fridge
Craft + Beers

Bathroom

Office

Miniature/travel size bottles

Backstock/storage

Side Door
Locked Door



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 30, 2023

AGENDA DATE: June 6, 2023

TO: The Honorable City Council

FROM: Nevada Rural Housing

AGENDA ITEM TITLE: Consideration and possible approval and adoption of Resolution 23-06: A resolution of the City Council of Fallon, Nevada providing for the transfer of the City’s 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing authority; and other matters related thereto. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve and adopt Resolution 23-06: A resolution of the City Council of Fallon, Nevada providing for the transfer of the City’s 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing authority; and other matters related thereto.

DISCUSSION: Mishon Hurst, Nevada Rural Housing Authority ("NRHA") Deputy Executive Director, has submitted a request for the City to transfer its 2023 private activity bond volume cap to the NRHA. The NRHA promotes, provides and finances affordable housing opportunities for rural Nevadans. The City has annually approved the request from the NRHA. If approved, the attached resolution and transfer certificate will be executed and delivered to the Nevada Department of Business and Industry.

FISCAL IMPACT: N/A.

FUNDING SOURCE: N/A.

PREPARED BY: Sean Richardson, City Clerk/Treasurer

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF FALLON, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2023 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to the City of Fallon, in Churchill County, Nevada (the “City,” “County” and “State,” respectively), the amount of \$553,890.12 in tax-exempt private activity bond volume cap for year 2023 (the “2023 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the City transfer its 2023 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2023 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the City Council of the City does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2023 Bond Cap in the amount of \$553,890.12 to the NRHA for its Single Family Programs.

Section 3. Use of 2023 Bond Cap. The NRHA will use the 2023 Bond Cap for single family purposes in calendar year 2023 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Sean Richardson, City Clerk Treasurer, City of Fallon, regarding this Resolution at (775) 423-5104 or by email at srichardson@fallonnevada.gov or in writing at 55 West Williams Avenue, Fallon, Nevada 89406.

Section 5. Additional Action. The Mayor and City Clerk Treasurer are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2023 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2023 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director of Business and Industry may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at diane@nvrural.org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2023.

CITY OF FALLON, NEVADA

By _____
Ken Tedford, Mayor

ATTEST:

By _____
Sean Richardson, City Clerk Treasurer

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Sean Richardson, am the duly chosen and qualified City Clerk Treasurer of the City of Fallon, Nevada (the “City”) and in the performance of my duties as City Clerk Treasurer do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“NAC”), that the 2023 private activity bond volume cap allocated to the City in the amount of \$553,890.12 has been transferred as follows:

\$553,890.12 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Churchill County to the Nevada Rural Housing Authority, a local government, located within Churchill County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF FALLON, NEVADA

By _____
Sean Richardson, City Clerk Treasurer

cc: Diane Arvizo, Nevada Rural Housing Authority

**Mission first.
Everything else
second.**



Nevada Rural Housing's Mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

May 26, 2023

Ken Tedford
Mayor, City of Fallon
55 W. Williams Ave.
Fallon, NV 89406

Re: Request for Private Activity Bond Cap

Dear Mayor Tedford:

Each year, your city transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers. Transferring unused PABC to NRH does not obligate the city in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRH.

Please accept this letter as our request to schedule this as a consent item (or action item if needed) for the upcoming City Council meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to Diane@NVRural.org and mail the originals to:

Attn: Carrie Foley
State of Nevada, Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

If you have any questions about the transfer or this request, please consult your counsel or NRH's bond counsel, Ryan Bowen at (312) 845-3277.

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

CITY OF FALLON · 2023





NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH's area of operation is defined as communities with population under 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

With community partners like you, NRH is proud to have delivered hope to rural Nevadans for 50 years.



PROGRAM POINTS OF INTEREST

Homeownership	\$2.3 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	\$38.1 MILLION EST. TAX SAVINGS
Rental Assistance	1,158 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	302 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	736 DOORS MANAGED IN 9 COMMUNITIES

"WITHOUT NEVADA RURAL, WE WOULD NOT
BE IN OUR HOME TODAY."
-THE CHRISTY FAMILY



HOMEOWNERSHIP PROGRAMS GET NEVADANS HOME AT LAST

Our homeownership programs – from mortgage tax credits and down payment assistance, to low-rate mortgage options and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided \$2.3 billion in mortgages, assisted 10,532 homeowners, provided \$63.6 million in down payment assistance and has delivered \$38.1 million in estimated tax savings to homeowners, which is reinvested in their communities.

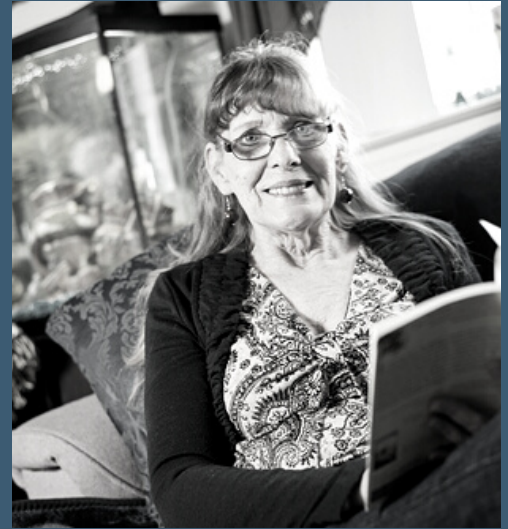
A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR CITY OF FALLON

- \$5.9 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS FROM THE CITY TO NRH SINCE 2006
- \$31.5 MILLION IN MORTGAGES PROVIDED TO 177 HOMEBUYERS SINCE 2006
- \$360,000 IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE CITY SINCE 2006
- \$911,265 IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE CITY SINCE 2006

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.



We know how good home feels, and we're here to help rural Nevadans get there. Whether it's through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 68 CLIENTS HOLD SPECIAL VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. \$12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 128 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH NOW ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0174

DATA-DRIVEN DECISIONMAKING

WHAT'S COMING IN RURAL NEVADA



Per the definition established by the Federal Government: "Families who pay more than 30 percent of their income for housing (including the cost of their utilities) are considered to be 'overburdened' from a cost perspective, and accordingly these households may have difficulty affording other necessities such as food, clothing, transportation and medical care."

We strive to provide clarity to the term "Affordable Housing" and to identify the growing need for affordable housing inventory throughout our rural communities. This endeavor is designed to facilitate and support the production of affordable housing stock in all rural areas throughout our state. And here's the thing: we know we need more.

But how much? What kind? Where should it be? And what levels of affordability are needed to ensure a community's housing ecosystem is positively impacted for generations to come?

Enter: The need for housing data.



In the fall of 2014, we began the task of identifying our affordable housing needs by first identifying the overburdened household populations throughout the rural areas of our state, compiling three totally independent housing studies. These studies concentrated on 11 rural counties, the Carson City area, and the high growth job market situated in northern Nevada in connection with the Tahoe Reno Industrial Center located in northern Storey County. Each study assessed the population, economic conditions, household size, income and age factors, availability of community infrastructure and public services, existing housing conditions, home sales and area rental values, local projected housing costs focused on the production of new quality affordable housing products, and the projected affordable housing demand concerns for each housing market identified. This data was intended to begin important dialogue between counties, communities and partners.

We then published comprehensive housing studies in March 2018, covering Nevada's 15 rural counties and the rural portions of Clark and Washoe Counties. The studies highlighted challenges and opportunities throughout Nevada, and promoted dialogue between private and public partners who are tackling the state's housing crisis. The studies assess factors that contribute to a community's housing needs, including:

- Population
- Economic conditions
- Household size
- Income and age factors
- Availability of infrastructure and public services
- Existing housing conditions, home sales, and area rental values
- Projected housing costs
- Projected housing demand for every rural housing market in the state

Data is just a snapshot in time, of course, and we will be releasing updated studies in 2023 and 2024 through our work with the University of Nevada, Reno Extension's Nevada Economic Assessment Project (NEAP).

**HOUSING STUDY DATA AVAILABLE AT
NEVADARURALHOUSINGSTUDIES.ORG**

UPDATES COMING 2023-2024

SEE THE MISSION IN ACTION



VISIT US AT NVRURAL.ORG



THIS INSTITUTION IS AN EQUAL OPPORTUNITY
PROVIDER AND EMPLOYER





CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 30, 2023

AGENDA DATE: June 6, 2023

TO: The Honorable City Council

FROM: Trent deBraga, Deputy City Attorney

AGENDA ITEM TITLE: Consideration and possible action to approve the contract for the purchase of City owned property, commonly known as 1290 New River Parkway, Fallon, Nevada (Churchill County Assessor’s Parcel No.: 001-781-09) to Ivy Land LLC in the amount of sixty-five thousand dollars (\$65,000) and for other matters properly related thereto. **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve the contract for the purchase of City owned property, commonly known as 1290 New River Parkway, Fallon, Nevada (Churchill County Assessor’s Parcel No.: 001-781-09) to Ivy Land LLC in the amount of sixty-five thousand dollars (\$65,000) and for other matters properly related thereto.

DISCUSSION: On January 18, 2022, after an appraisal was performed by JOHNSON|PERKINS|GRIFFIN, the City Council determined that the subject property, identified as Parcel F within the business park, should be listed at \$65,000. The subject property consists of approximately one acre.

The City has received an offer from Ivy Land LLC in the amount of \$65,000 to purchase the City’s real property located within the business park and commonly known as 1290 New River Parkway, Fallon, Nevada. The contract and its proposed terms are attached to this agenda item.

The City has received information that the buyer intends to develop and use the property for multiple uses including preschool, daycare, gymnastics and jujitsu.

If approved, the Mayor will execute the contract on behalf of the City and the transaction will proceed to escrow.

PREPARED BY: Trent deBraga, Deputy City Attorney

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is Heidi Chisholm
 whose license number is S.176954. The licensee is acting for [client's name(s)] Ivy Land LLC
 who is/are the Seller/Landlord; Buyer/Tenant.
Broker: The broker is Thomas Fennell, whose company is Dickson Commercial Group.
Are there additional licensees involved in this transaction? Yes No **If yes, Supplemental form 525A is required.**

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee ISW MW
 MAY OR MAY NOT
 in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: _____ Date: _____ Time: _____

Seller/Landlord: _____ Date: _____ Time: _____

OR
 Buyer/Tenant: Ivy S. Ward Date: May-23-2023 | 12:13:02 PM PDT
 DocuSigned by: _____

Buyer/Tenant: Michael Ward Date: May-23-2023 | 12:25:53 PM PDT
 DocuSigned by: _____

CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase; or lease; of
Property Address: 1290 New River Parkway, Fallon NV 89406

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Heidi Chisholm (“Licensee”) whose license number is S.176954 and who is affiliated with Dickson Commercial Group (“Brokerage”).

Seller/Landlord City of Fallon
Print Name

Buyer/Tenant Ivy Land LLC
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client’s motivation to purchase, trade or sell, which if disclosed, could harm one party’s bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a “Duties Owed by a Nevada Real Estate Licensee” disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee’s client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller’s/Landlord’s or Buyer’s/Tenant’s decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee’s broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
			<u>Ivy S Ward</u>	May-22-2023	10:27:27 AM PDT
			<u>Michael Ward</u>	May-18-2023	9:31:55 AM PDT



VACANT LAND OFFER AND ACCEPTANCE AGREEMENT



1 RECEIVED FROM Ivy Land LLC
2
3 (BUYER), the amount set forth below as EARNEST MONEY DEPOSIT on account of the PURCHASE PRICE OF
4 \$ 65,000.00 for the real property commonly described as
5 1290 New River Parkway
6 situated in the [X] City OR [] Unincorporated Area of Fallon, County of Churchill,
7 State of Nevada, consisting of approximately 1 [X] acres [] square feet.
8 APN 001-781-09 (Property) legal description shall be supplied in escrow.
9

10 EARNEST MONEY DEPOSIT (EMD) Evidenced by [] Check or [X] Wire Transfer or
11 [] other payable to Western Nevada Title,
12 and then deposited within two (2) OR business days of Acceptance,
13 with Western Nevada Title Company.
14 Authorized escrow holder to be selected by [] BUYER [X] SELLER. \$ 3,000.00

15
16 BALANCE OF CASH DOWN PAYMENT (not including closing costs) \$ 62,000.00
17 Source of down payment Available Funds / SBA Loan

18
19 CASH PURCHASE BUYER to provide evidence, satisfactory to SELLER, of sufficient cash
20 available to complete this purchase within days of Acceptance.

21
22 NEW FIRST LOAN PROCEEDS: TYPE [X] Conventional [] SELLER Financing [] Private \$
23 [] Fixed Rate for years. Initial Interest not to exceed %.
24 [] Adjustable Rate for years. Initial Interest not to exceed % maximum lifetime rate
25 not to exceed %. See Addendum

26
27 SUBORDINATION CLAUSE
28 SELLER [] shall [X] shall not subordinate to a [] construction loan.
29 Said loan [] shall [] shall not be on voucher control.

30
31 BUYER to lock loan terms within days of acceptance or BUYER agrees to pay prevailing rates.

32
33 BUYER to pay discount points not to exceed %. SELLER to pay discount points not to
34 exceed %. Any reduction in discount points at closing to be allocated proportionately.
35 Loan origination fee not to exceed % paid by [] BUYER [] SELLER.

36
37 SELLER agrees to pay up to \$ in fees that BUYER cannot pay pursuant
38 to FHA or VA regulation.
39 All remaining loan fees shall be paid as required by law, ordinance and/or regulation.

40
41 [] OTHER (Specify in Additional Terms and Conditions or Financing Addendum): \$

42
43 TOTAL PURCHASE PRICE in the sum of (not including closing costs): \$ 65,000.00

44
45 CLOSING Close of Escrow (COE) to be on See Addendum. Unless otherwise agreed
46 upon in writing, COE shall not change from the originally agreed upon date. The parties shall deposit, with the authorized
47 escrow holder, all funds and instruments necessary to complete the transaction in accordance with the terms in this
48 Agreement.

Buyer [Signature] and Seller [Signature] have read this page.
This copyright protected form was created by members of SNR.

1 **DEFINITIONS** BROKER means cooperating Brokers and all Licensees. DAYS means calendar days unless otherwise
2 specified. In computing any period of time prescribed under this Agreement, the day of the event from which the designated
3 period of time begins to run shall not be included. The last day of the period so computed shall be included. BUSINESS
4 DAY means a day other than Saturday, Sunday, or legal holiday recognized in the state of Nevada. ACCEPTANCE or
5 DATE OF ACCEPTANCE means the date on which this Agreement and any other counter offers are fully executed and
6 delivered. DELIVERY or RECEIPT means personal delivery, transmission by Facsimile (Fax), electronic delivery, or
7 certified mail to BUYER, SELLER, Broker, or other representative. In the event of Fax, delivery shall be deemed to have
8 occurred at the time noted on the confirmation sheet generated by the sender's Fax. In the event of certified mail, delivery
9 and receipt shall be deemed to have occurred three (3) days following the date of mailing evidenced by the postmark on the
10 envelope containing the delivered material. In the event of electronic delivery, delivery and receipt shall be deemed to have
11 occurred as set forth in Nevada Revised Statutes (NRS) 719.320.

12
13 **SATISFACTION OF CONTINGENCIES (BUYER Initial Required)**

14 ^{DS} [150] / ^{DS} [M] / [] / [] All contingencies shall be satisfied according to their terms within the time
15 limits specified, expire according to the time limits specified, or be waived in writing. If BUYER exercises their right to
16 terminate this Agreement under any contingency, BUYER is not in default and is entitled to a refund of the EMD, less
17 BUYER incurred expenses. If a contingency expires, it is waived. BUYER and SELLER shall cooperate in providing written
18 waivers of those contingencies.

19
20 **LOAN APPLICATION REQUIREMENT (BUYER initial required if applying for a Loan)**

21 ^{DS} [150] / ^{DS} [M] / [] / [] Within five (5) business days of Acceptance, BUYER agrees to (1) submit
22 a completed loan application, including all documentation, to a lender of BUYER's choice and (2) furnish a pre-approval
23 letter to SELLER based upon a standard factual credit report, acceptable debt to income ratios and sufficient funds to
24 complete the transaction and (3) agrees to authorize ordering of the appraisal. If BUYER fails to complete any of the above
25 requirements, SELLER may terminate this Agreement within two (2) business days and EMD shall be returned to
26 BUYER less BUYER incurred expenses.

27
28 **APPRAISAL**

29 The Appraisal fee is to be paid by BUYER SELLER split equally other _____.
30 Any required appraisal re-inspections shall be paid by BUYER SELLER split equally other _____.
31 BUYER's Lender may require an appraisal. BUYER may elect to obtain an appraisal even if an appraisal waiver is available.

32
33 **APPRAISAL CONTINGENCY (BUYER Initial Required)**

34 ^{DS} [150] / ^{DS} [M] / [] / [] **Included** ^{DS} [] / ^{DS} [] / ^{DS} [] **Waived**
35 If the appraisal does not meet or exceed the purchase price or there are appraisal conditions, BUYER has the right to
36 exercise one of the following options within the contingency period:

- 38 (A) proceed with the transaction without regard to the amount of the appraised valuation or appraisal conditions; or
 - 39 (B) renegotiate with the SELLER, provided that if such renegotiation is not successful within 3 business days, then either
 - 40 party may terminate this Agreement upon written notice and EMD shall be returned to BUYER less BUYER incurred
 - 41 expenses; or
 - 42 (C) terminate this Agreement.
- 43 Parties acknowledge that FHA and VA guidelines may supersede this provision.

44
45 **APPRAISAL CONTINGENCY REMOVAL** Within 120 days of Acceptance, BUYER shall remove the appraisal
46 contingency.

47
48 **LOAN CONTINGENCY REMOVAL (BUYER Initial Required)**

49 ^{DS} [150] / ^{DS} [M] / [] / [] **Included** ^{DS} [] / ^{DS} [] / ^{DS} [] **Waived**
50 Within 120 days of
51 Acceptance, BUYER shall remove the loan contingency.

52 BUYER consents to the lender's release of loan status and conditions of approval to SELLER and Brokers. SELLER has no
53 obligation to cooperate with BUYER's efforts to obtain any financing other than as specified in this Agreement.

Buyer ^{DS} [150] / ^{DS} [M] / [] / [] ^{DS} 1290 New River Parkway and Seller [] / [] / [] / [] have read this page.

1 **CONTINGENT ON SALE AND CONVEYANCE OF OTHER PROPERTY**

2 This Agreement **IS NOT** contingent upon the sale and conveyance of BUYER's property;

3 **OR**

4 This Agreement **IS** contingent upon the sale and conveyance of BUYER's property described as

5 _____ . **BUYER to select option A or B.**

6 A. BUYER's property is in escrow scheduled to close on or before _____. The sale of
7 BUYER's property is **not** contingent on the sale and conveyance of a third party's property.

8 **OR**

9 BUYER's property is in escrow scheduled to close on or before _____. The sale of
10 BUYER's property is contingent on the sale and conveyance of a third party's property.

11 B. BUYER's property is currently listed in the MLS System by a REALTOR®.

12 **OR**

13 BUYER's property shall be listed within _____ days in the MLS System by a REALTOR®.

14 If BUYER's property does not obtain an accepted offer within _____ days of this Acceptance with a
15 scheduled closing on or before _____, then this Agreement shall terminate unless
16 BUYER and SELLER otherwise agree in writing. BUYER shall not accept an offer contingent on the sale of
17 a third party's property without SELLER's written approval. If BUYER accepts an offer contingent on the
18 sale of a third party's property without SELLER's written approval, SELLER may terminate this
19 Agreement.
20

21 SELLER shall have the right to continue to offer this Property for sale and accept written backup offers only, subject to
22 BUYER's rights under this Agreement. If escrow on BUYER's property does not close on or before _____,
23 this Agreement shall terminate, unless BUYER and SELLER otherwise agree in writing, and the parties agree to cancel the
24 escrow and return the EMD to BUYER less BUYER incurred expenses.
25

26 BUYER shall provide information regarding the listing, the escrow, and related escrows for the contingent property,
27 including but not limited to, the closing date, loan status, inspections, and all additional contingencies on BUYER's property
28 within _____ days of each event. BUYER authorizes SELLER and Brokers to obtain updates on BUYER's listing or es-
29 crow.
30

31 If any of the contingencies in the Contingent on Sale and Conveyance of Other Property section are not satisfied, SELLER
32 reserves the right to terminate this Agreement. If SELLER terminates this Agreement, the parties agree to cancel the escrow
33 and return the EMD to BUYER less BUYER incurred expenses.
34

35 **COMMON-INTEREST COMMUNITY DISCLOSURE**

36 The Property is or is not located in a Common-Interest Community (CIC).

37 If so, complete the following:

38 SELLER shall provide, at SELLER's expense, the CIC documents ("Resale Package(s)" including the statement of demand)
39 as required by NRS 116. SELLER shall order the Resale Package(s) **within five (5) days of Acceptance** and deliver to
40 BUYER upon receipt. BUYER is aware there may be additional CIC documents that may be ordered. BUYER is aware there
41 may be an inspection of the property by CIC management company. The amount of any delinquent assessments, including
42 penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by SELLER at
43 COE.

44 Recurring CIC assessments levied shall be paid by BUYER SELLER split equally other

45 Recurring CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally
46 other _____.

47 All CIC Association fees required for the transfer paid by BUYER SELLER split equally other _____.

48 CIC Capital Contribution fees paid by BUYER SELLER split equally other _____.

49 Existing special CIC assessments levied shall be paid by BUYER SELLER split equally other _____.

50 Existing special CIC assessments levied, but not yet due, shall be paid by BUYER SELLER split equally

51 other _____.

52 BUYER shall have **five (5) days** from receipt of the Resale Package to review it. If BUYER does not approve the Resale
53 Package, then written notice to cancel must be given **within that same five (5) day period**.

DS DS
Address 1290 New River Parkway

Buyer | [Signature] | [Signature] | and Seller | [Signature] | [Signature] | [Signature] | [Signature] | have read this page.
Page 3 of 9

1 **AREA RECREATION PRIVILEGES AND RULES** SELLER shall comply with CIC (including area recreation
2 privileges) rules regarding the return or transfer of any passes, identification cards, or keys for access to the CIC facilities
3 and general improvements. BUYER shall become familiar with the current CIC facilities and general improvement policies
4 regarding recreation privileges and associated costs prior to COE.

5
6 **VESTED TITLE** Title shall vest as designated in escrow instructions.

7
8 **EXAMINATION OF TITLE** In addition to any encumbrances referred to in this Agreement, BUYER shall take title to
9 the Property subject to: (1) real estate taxes not yet due, and (2) Covenants, Conditions, & Restrictions (CC&Rs), rights of
10 way, and easements of record, if any, that do not materially affect the value or intended use of the Property. **Within two (2)**
11 **business days** of Acceptance, SELLER shall order a preliminary title report, and CC&Rs, if applicable. **Within five (5)**
12 **days** of BUYER's receipt of the preliminary title report and CC&Rs, BUYER's objections shall be delivered to SELLER's
13 Broker **within this five (5) day** period. Should BUYER object to any of the preliminary title report or CC&R's, SELLER
14 shall use due diligence to remove those objections prior to COE. If those objections cannot be removed, BUYER may elect
15 to purchase the Property, subject to the existing objections, or BUYER may elect to terminate all rights and obligations
16 under this Agreement. The EMD shall be returned to BUYER, less BUYER incurred expenses. If SELLER is unwilling or
17 unable to remove BUYER's objections, SELLER shall deliver written notification to BUYER's Broker **within ten (10) days**
18 of receipt.

19
20 **TITLE AND CLOSING COSTS**

21 BUYER SELLER split equally other _____ shall pay for a (Standard) owner's policy of title insurance.
22 BUYER SELLER split equally other _____ shall pay for a (Standard) lender's policy of title insurance.
23 BUYER is aware additional coverage policies are available. All costs associated with additional coverage policies to be paid
24 for by BUYER SELLER split equally other _____.
25 Escrow Fee to be paid by BUYER SELLER split equally other _____.
26 Transfer Tax(es) to be paid by BUYER SELLER split equally other _____.
27 All remaining closing costs shall be paid in customary manner as required by law, ordinance and/or regulation.

28
29 **OMISSIONS FROM ESCROW INSTRUCTIONS** The omission from escrow instructions of any provision in this
30 Agreement shall not preclude any party from enforcing that provision. All written representations and warranties shall
31 survive the conveyance of the Property.

32
33 **BONDS AND ASSESSMENTS (Other than CIC)** In the event there is a bond or assessment with a principal balance or
34 that requires settlement in full prior to COE, it shall be paid by SELLER BUYER assumed by BUYER if allowed
35 split equally other _____.

36
37 **PRORATION** Any and all rents, taxes, interest, homeowner association fees, payments on bonds, assessments and other
38 Property expenses, assumed by BUYER shall be prorated as of the date of recordation of the deed. Security deposits,
39 advance rentals, or considerations involving future lease credits shall be credited to BUYER at COE.

40
41 **REASSESSMENT OF PROPERTY TAX** BUYER is advised the Property may be reassessed in the future which may
42 result in a tax increase or decrease.

43
44 **SELLER** agrees to provide reasonable access to the Property to BUYER, and inspectors, for both inspections and
45 re-inspections and appraiser. If this transaction fails to close, the parties remain obligated to pay for inspections performed as
46 agreed.

1290 New River Parkway

DS
Buyer [Signature]

DS
Address [Signature]

_____ and Seller [Signature]

have read this page.

1 **INSPECTION CONTINGENCY** BUYER has the right to inspect the Property, order all inspections, and select qualified
2 professionals including, but not limited to, licensed contractors, certified building inspectors, and any other qualified pro-
3 fessionals to inspect the Property.

4 BUYER shall indicate inspections to be included or waived in the list below. The following is not a comprehensive list of
5 possible inspections; therefore, BUYER should add any additional inspections necessary to satisfy BUYER under "OTHER."
6 All inspections shall be completed and copies of all inspections shall be provided to BUYER and SELLER at no additional
7 expense

8 within 60 days of Acceptance; OR

9 within _____ days of other contingency _____

10 Within the time specified above, BUYER shall deliver to SELLER, in writing, one of the following:

11 A. approval of the inspections and completion of due diligence without requiring any repairs; OR

12 B. approval of the inspections and completion of due diligence with a Notice of Required Repairs or an Addendum
13 listing all required repairs. SELLER shall respond in writing to BUYER's repair request within five (5) business
14 days of delivery; OR

15 C. termination of this Agreement. If BUYER terminates, BUYER is released from any and all obligations to SELLER,
16 and BUYER is entitled to a refund of the EMD, less BUYER incurred expenses.

17 If any inspection and/or due diligence is not completed by the deadline, it is waived unless otherwise agreed to in writing.
18 SELLER is released from liability for the cost of repairs that inspection and/or due diligence would have reasonably
19 identified had it been conducted, except as otherwise provided by law. BUYER will be responsible for repairs/restoration of
20 any damage to the property that may be caused by inspections and/or due diligence.

21	22 INSPECTIONS	Included	Waived	N/A	Paid by	
23	ENVIRONMENTAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
24	GEOTECHNICAL REPORT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
25	PERCOLATION TEST	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
26	SURVEY Type ALTA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
27	WELL QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
28	WELL QUANTITY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
29	OTHER As Deemed Necessary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
30	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
31	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

32	33 DUE DILIGENCE	Included	Waived	N/A	Paid by	
34	ACCESS EASEMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
35	AVAILABILITY OF UTILITIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
36	DEED RESTRICTIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
37	DETERMINATION IF SITE IS BUILDABLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
38	EASEMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
39	FUTURE LAND USE DESIGNATION(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
40	GOVERNMENTAL APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
41	IMPACT AND/OR DEVELOPMENT FEES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
42	LEGAL ACCESS (ingress & egress)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
43	MINERAL RIGHTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
44	ROAD MAINTENANCE AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
45	WATER RIGHTS (in the amount of _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
46	WILL SERVE LETTER FROM UTILITY PROVIDER(S)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
47	ZONING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
48	OTHER As Deemed Necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> BUYER	<input type="checkbox"/> SELLER
49	OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> BUYER	<input type="checkbox"/> SELLER

50 [ISW / MW / _____ / _____] (Buyer Initials) BUYER affirms the above selections.
51

Page 5 of 9 Buyer ISW / MW / _____ / _____ Address 1290 New River Parkway and Seller [_____ / _____ / _____ / _____] have read this page.

1 **ITEMS NOT ADDRESSED** Items of general maintenance or cosmetic nature not materially affecting the value, or use of
2 the Property, existing at the time of Acceptance not expressly addressed in this Agreement, are deemed accepted by
3 BUYER.

4
5 **RE-INSPECTIONS (BUYER Initial Required)**

6 **Included** ^{DS} **Waived** SELLER shall have all agreed
7 upon repairs completed no later than 15 days prior to COE and BUYER shall have the right to re-inspect.
8 Re-inspections shall be paid by BUYER SELLER split equally other _____
9
10

11 **LAND USE REGULATION** BUYER is advised the Property may be subject to the authority of the city, county, state,
12 federal governments, and/or the various courts having jurisdiction. These governmental entities, from time to time, have
13 adopted and revised land use and environmental regulations that may apply to the Property. BUYER is advised to research
14 the possible effect of applicable land use and environmental regulation. Brokers make no representations or warranties
15 regarding the existing permissible uses or future revisions to the land use regulations.

16
17 **ENVIRONMENTAL CONDITIONS** BUYER is advised the Property may be located in an area found to have special
18 flood hazards as indicated by FEMA, avalanche conditions, freezing temperatures, snow loads, seismic activity and/or
19 wildland fires. It may be necessary to purchase additional insurance in order to obtain any for the Property. For further
20 information, consult your lender, insurance carrier or other appropriate agency.

21
22 **HAZARDOUS/NOXIOUS CONDITIONS** SELLER represents, to the best of SELLER's knowledge, the Property is not
23 contaminated with any hazardous conditions including, but not limited to, asbestos, processed petroleum derivatives, PCB
24 transformers, other toxic, hazardous or contaminated substances, noxious weed, and underground storage tanks. SELLER
25 agrees to disclose to Licensee, BUYER, and all prospective buyers any and all information which SELLER has or may
26 acquire regarding the presence and location of any hazardous/noxious conditions on or about the Property. BUYER and
27 SELLER should seek the advice of independent experts regarding the potential presence and/or effect of toxic, hazardous or
28 noxious substances on real property and any improvements to be sold or purchased.

29
30 **WATER METERS** BUYER may be required at a future date to incur the cost of installation of water meters and/or
31 conversion to metered rates.

32
33 **WELLS** Many factors may affect the performance of a well system. If the Property includes a well, BUYER may be
34 required at some future date to incur the cost of connecting the Property to a public water system.

35
36 **ADDITIONAL FEES** Some areas may additional fees or charges for the remediation of water systems.

37
38 **SEPTIC SYSTEMS** If the Property includes a septic system, BUYER may be required at some future date to incur the
39 cost of connecting the Property's plumbing to a public sewer system.

40 At COE, BUYER assumes all future costs associated with water meters, wells and septic systems.

41
42 **PRIVATE ROADS** SELLER shall disclose if the Property shares a common road, access driveway, or right-of-way with
43 another property. If a road maintenance agreement exists, SELLER shall provide the agreement to BUYER.

44
45 **WATER RIGHTS** Water rights, if any, shall be included with the Property unless specifically excluded by deed or
46 mutual agreement.

47
48 **AGRICULTURAL DEFERMENT TAX** BUYER and SELLER are advised property may be subject to a deferred
49 Agricultural Recapture tax.

Buyer ^{DS} ^{DS} **Address** 1290 New River Parkway
and Seller have read this page.

1 **TAX DEFERRED EXCHANGE** If BUYER or SELLER request to enter into a IRC tax deferred exchange for the
2 Property, each party agrees to cooperate with the other in connection with the exchange, including the execution of
3 documents deemed necessary to effectuate same. No party shall be obligated to delay the closing. All additional costs in
4 connection with the exchange shall be borne by the party requesting it. No party shall be obligated to execute any note,
5 contract, deed, or other document providing for any personal liability that would survive the exchange. The other party shall
6 be indemnified and held harmless against any liability arising or that has arisen on account of the acquisition of ownership of
7 the exchanged property.

8
9
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____

16 **VERIFICATION OF INFORMATION** Any information relating to land or its use, and/or improvements of the land are
17 approximate or estimates only, and neither SELLER nor Brokers involved make any representation or guarantee regarding
18 the accuracy. Any oral or written representations by SELLER or Brokers regarding the age of improvements, size, and
19 square footage of parcel or building, or location of property lines, may not be accurate. Apparent boundary line indicators
20 such as fences, hedges, walls, or other barriers may not represent the true boundary lines. Brokers are not obligated to
21 investigate the status of permits, zoning, or code compliance. BUYER to satisfy any concerns with conditions that are an
22 important or critical element of the purchase decision. BUYER agrees they have not received or relied upon any
23 representation by Brokers or SELLER with respect to the condition of the Property not contained in this Agreement. The
24 information contained in the Multiple Listing Service, computer, advertisements, and feature sheets pertaining to the Property
25 are not warranted or guaranteed by Brokers. Errors and/or omissions in inputting information, while uncommon, are
26 possible. BUYER shall be responsible for verifying the accuracy of such information. Deposit of all funds necessary to close
27 escrow shall be deemed final acceptance of the Property. SELLER agrees to hold Brokers harmless and to defend and
28 indemnify them from any claim, demand, action, or proceeding resulting from any omission or alleged omission by
29 SELLER.

30
31 **FINAL WALKTHROUGH** BUYER shall have the right to a final walkthrough prior to close COE.

32
33 **PHYSICAL POSSESSION** Physical possession of the Property with any keys to Property locks, community mailboxes,
34 alarms, and garage door openers shall be delivered to BUYER upon recordation of the deed; **OR** by separate
35 agreement.


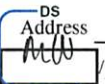


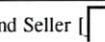

36
37 **NEVADA LAW TO APPLY** Nevada law shall apply to the interpretation and enforcement of this Agreement.

38
39 **MEDIATION** If a dispute arises out of or relates to this Agreement, or its breach, the parties are aware that the local
40 Association of REALTORS® has a Dispute Resolution Service (DRS) available. A DRS brochure is available upon request.

41
42 **ATTORNEY FEES** In the event either party is required to engage the services of an attorney to enforce this Agreement,
43 the prevailing party in any proceeding shall be entitled to an award of reasonable attorney's fees, legal expenses and costs.

44
45 **CODE OF ETHICS** Not all real estate licensees are REALTOR(S)®. A REALTOR® is a member of the National
46 Association of REALTORS® and therefore subscribes to a higher ethical standard, known as the REALTOR® Code of
47 Ethics. To receive a copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of
48 REALTORS®.

49
50 **PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The parties
51 are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers, lawyers,
52 CPAs, or other professionals on specific topics including, but not limited to, land use regulation, boundaries and setbacks,
53 square footage, physical condition, legal, tax, water rights and other consequences of the transaction.

Page 7 of 9 Buyer   1290 New River Parkway _____ and Seller     have read this page.

1 **COUNTERPARTS AND SIGNATURES** BUYER and SELLER acknowledge and agree this Agreement may be
2 executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the
3 same instrument. BUYER and SELLER agree that this Agreement may be conducted by electronic delivery, and signatures
4 so transmitted shall be acceptable for all purposes. Signatures transmitted by electronic delivery shall be deemed original
5 signatures.

6
7 **SELLER DEFAULT** If SELLER defaults in the performance of this Agreement, BUYER shall have the right to recover
8 from SELLER all of BUYER's actual damages that BUYER may suffer as a result of SELLER's default, and to pursue any
9 and all other remedies available at law or in equity.

10
11 **BUYER DEFAULT** BUYER must initial only one of the following.

12 If BUYER defaults in the performance of this Agreement, SELLER shall have the right to:

13 A. [SU MW] (Buyer Initials) Liquidated Damages: SELLER shall have the right to retain, as their sole legal
14 recourse, the EMD. BUYER and SELLER hereby acknowledge SELLER's actual damages would be difficult to measure
15 and that the EMD is a fair and reasonable estimate of such damages.

16 **OR**

17 B. [] (Buyer Initials) Actual Damages: SELLER shall have the right to recover from BUYER all of
18 SELLER's actual damages that SELLER may suffer as a result of BUYER's default, and to pursue any and all other
19 remedies available at law or in equity.

20

21 **THE FOLLOWING HAVE BEEN RECEIVED AND ACKNOWLEDGED BY BUYER:**

- 22 Consent to Act
- 23 Duties Owed by a Nevada Real Estate Licensee
- 24 Information Regarding Well and Septic System
- 25 Vacant Land Due Diligence Resource Guide
- 26 Wire Fraud Advisory
- 27 Other _____
- 28 Other _____

29

30 **THE FOLLOWING ADDENDA AND EXHIBITS SHALL BE INCORPORATED:**

- 31 Common Interest Community Information Statement "Before You Purchase...."
- 32 Open Range Land Disclosure
- 33 SELLER Financing Addendum (Residential)
- 34 Other _____
- 35 Other _____

36

37 **ENTIRE AGREEMENT** This Agreement and attachments contain the entire Agreement of the parties and supersede all
38 prior agreements or representations with respect to the Property not expressly set forth in this Agreement. This Agreement
39 may only be modified only in writing, signed and dated by the parties. BUYER acknowledges having read and approved all
40 provisions of this Agreement.

41

42 **ASSIGNMENT** BUYER may not assign any of BUYER'S rights in this Agreement without prior written consent of
43 SELLER, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation
44 of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations in this
45 Agreement.

46

47 **SELLER** has agreed, by separate listing agreement, to pay real estate commissions for services rendered, at COE.
48 As published in the MLS, _____ % of the accepted price, or \$ _____, shall be paid to BUYER's real
49 estate brokerage, By Seperate Agreement.

50

51 **TIME IS OF THE ESSENCE** Time is of the essence of this Agreement.

Buyer [SU MW] [Address] 1290 New River Parkway and Seller [] [] [] [] have read this page.

1 **EXPIRATION OF OFFER** Per NRS 645.254, all offers must be presented to SELLER. This Offer expires unless
2 accepted, including delivery to BUYER, or Buyer's Agent

3 on/or before 5:00 A.M. P.M. on May 30, 2023

4 DocuSigned by: _____ DATE May-22-2023 | 10:27:27 AM PDT
5 BUYER Ivy S Ward Time _____

6 DocuSigned by: _____ DATE May-18-2023 | 9:31:55 AM PDT
7 BUYER Michael Ward Time _____

8 DocuSigned by: _____ DATE _____ Time _____
9 BUYER _____

10 _____ DATE _____ Time _____
11 BUYER _____

12
13 **BUYER's Representation:**

14 BUYER's Licensee Name Heidi Chisholm BUYER Broker Name Thomas Fennell
15 BUYER's Licensee Nevada License # S.176954 BUYER's Broker Nevada License # B.1001434
16 BUYER's Licensee Email hchisholm@dicksoncg.com Brokerage Name Dickson Commercial Group
17 Phone 775-771-4705 Fax _____ Office Address 333 Holcomb Ave #300
18 City/State/Zip Reno, NV 89502

19
20 BUYERS Licensee signature acknowledging receipt of EMD _____

21
22 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**

23 SELLER acknowledges having read and approved each provision of this Agreement. Authorization is given to Brokers to
24 deliver a signed copy to BUYER and disclose the terms of the sale to members of the MLS or Association of REALTORS®
25 at COE. SELLER has the authority to sell the Property on the terms and conditions stated in this Agreement.

26
27 **TAX WITHHOLDING (FIRPTA)** Unless the Property is acquired for use as a primary residence and is sold for no more
28 than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding Certificate
29 Form from the Internal Revenue Service stating that withholding is not required. In the event none of the foregoing is
30 applicable, BUYER requires a percentage of SELLER's proceeds to be escrowed to comply with the FOREIGN
31 INVESTMENT AND REAL PROPERTY TAX ACT (IRC 1445).

32
33 / / / One or more SELLER is not a foreign person OR is a foreign person and
34 may be subject to FIRPTA withholding. If SELLER fails to comply with FIRPTA tax withholding, BUYER reserves the
35 right to cancel this Agreement and retain EMD.

36
37 SELLER shall check one of the following options, and date, time, and sign this Agreement.

38 **Acceptance of Offer** SELLER accepts this Offer.

39 **Counter Offer #1** SELLER signs this Offer subject to a Counter Offer #1 dated _____.

40 **Rejection** SELLER rejects the foregoing Offer.

41
42 SELLER _____ DATE _____ Time _____

43 SELLER _____ DATE _____ Time _____

44 SELLER _____ DATE _____ Time _____

45 SELLER _____ DATE _____ Time _____

46 SELLER _____ DATE _____ Time _____

47
48
49
50 **SELLER's Representation:**

51 SELLER's Licensee Name Heidi Chisholm SELLER's Broker Name Thomas Fennell
52 SELLER's Licensee Nevada License # S.176954 SELLER's Brokers Nevada License # B.1001434
53 Phone 775-771-4705 Fax _____ Brokerage Name Dickson Commercial Group
54 SELLER's Licensee Email hchisholm@dicksoncg.com Office Address 333 Holcomb Ave, #300
City/State/Zip Reno, NV 89502

Property Address 1290 New River Parkway APN 001-781-09

ADDENDUM # 1

INSPECTION CONTINGENCY:

Buyer shall have 60 days from date of contract execution to satisfy their Inspection Contingency shall notify seller of satisfaction and waive all contingencies. Failure to notify seller of satisfaction of their Inspection Contingency shall be deemed that buyer has completed due diligence and waived contingencies.

Deposit will become non-refundable and applicable to the Purchase Price with respect to the Inspection Contingency.

FINANCING CONTINGENCY:

Buyer has applied for an SBA loan with Mountain America Credit Union.

The final documents that the Credit Union is requiring will be delivered by the Buyer within the next week. Construction plans and cost breakdown. Once the Credit Union is in possession of these documents the estimated time to finalize and fund the loan is 45 to 60 days.

Contact information:

BreAnne Mawhinney
Business Loan Officer, SBA Team
Mountain America Credit Union
801.879.2860 cell
bmawhinney@macu.com
www.macu.com

Buyer shall have an additional 30 days from the termination of the Inspection Contingency (90 days from full contract execution) and an option to extend for another 30 days if necessary (total 120 days) to secure financing for the property. If financing cannot be obtained the sale agreement will be terminated, deposit will be returned to buyer, and buyer and seller will have no further obligations to the other.

Close of Escrow shall be 15 days from the termination of the financing contingency.

 DS
ISW

 DS
MW

AMENDMENT # 1

This Amendment to the Vacant Land Offer and Acceptance Agreement dated May 22, 2023, regarding the property located at 1290 New River Parkway, Fallon, NV between Ivy Land LLC and City of Fallon is being attached this date May-23-2023 | 12:13:02 PM PDT and becomes effective when signed by all parties.

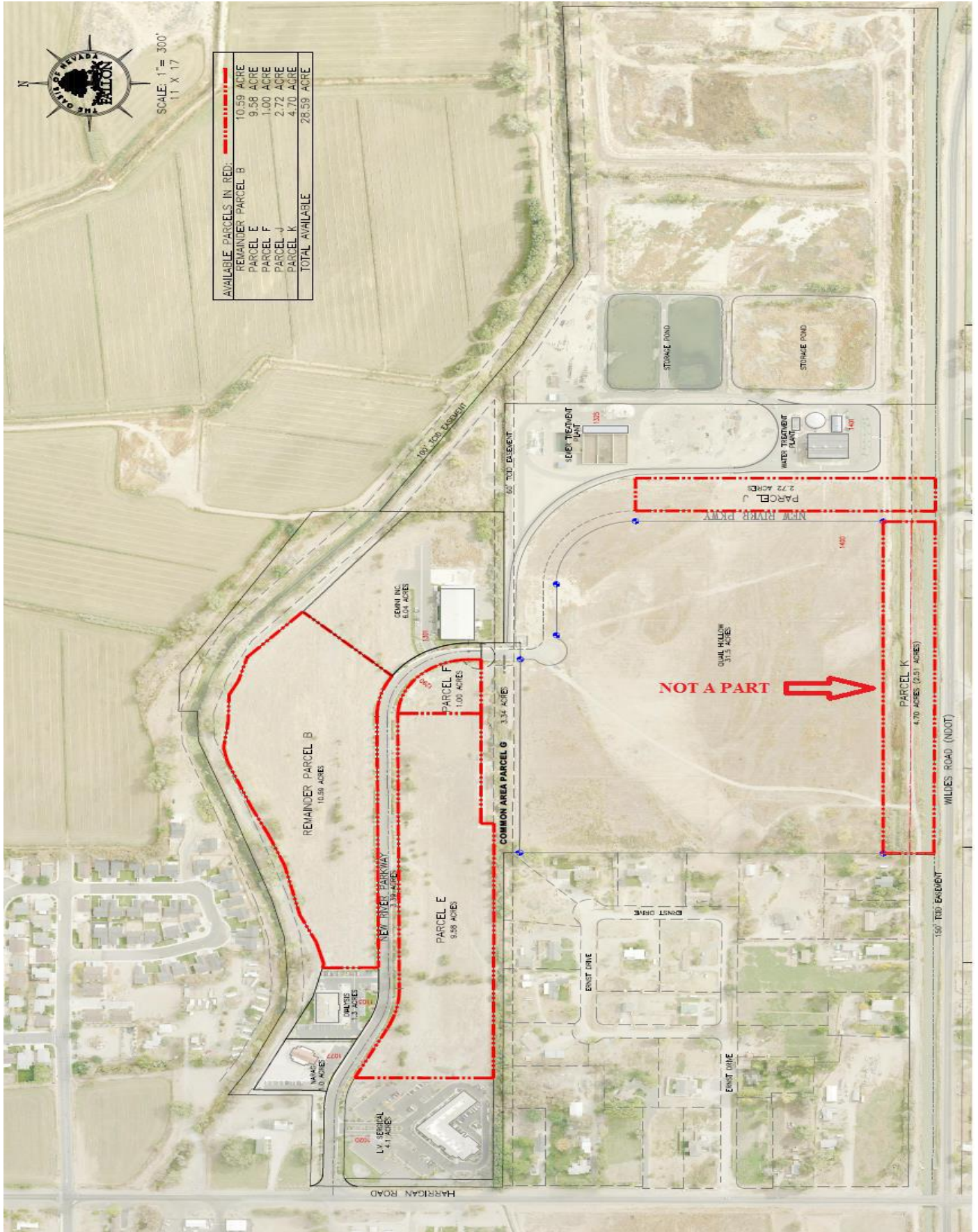
The Acceptance Date for the Offer shall be extended until 5:00 pm on June 7, 2023

All other terms to remain the same.

DocuSigned by:
Ivy S Ward Date: May-23-2023 | 12:13:02 PM PDT
2C4331C9D22449D...

Ivy S. Ward
DocuSigned by:
Michael Ward Date: May-23-2023 | 12:25:53 PM PDT
DD689F30D46F412...

SELLER: _____ Date:
City of Fallon



SCALE: 1" = 300'
11" X 17"



AVAILABLE PARCELS IN RED:	10.59 ACRE
REMAINDER PARCEL B	9.58 ACRE
PARCEL E	1.00 ACRE
PARCEL F	2.72 ACRE
PARCEL J	4.70 ACRE
PARCEL K	28.59 ACRE
TOTAL AVAILABLE	

REMAINDER PARCEL B
10.59 ACRES

PARCEL E
9.58 ACRES

PARCEL F
1.00 ACRES

COMMON AREA PARCEL G
3.34 ACRES

QUAIL HOLLOW
315 ACRES

PARCEL J
2.72 ACRES

PARCEL K
4.70 ACRES (0.57 ACRES)

NOT A PART

HARRIGAN ROAD

NEW RIVER PARKWAY
2.31 ACRES

100' TID EASEMENT

50' TID EASEMENT

100' TID EASEMENT

WILDES ROAD (NODT)

SEWER TREATMENT PLANT
1325

WATER TREATMENT PLANT
1407

STORAGE POND

STORAGE POND

GENINI INC
604 ACRES

MARKET
1.0 ACRES

QUARZE
1.3 ACRES

L.V. SENIGAL
4.1 ACRES

EXIST DRIVE

EXIST DRIVE

EXIST DRIVE

100' TID EASEMENT

WILDES ROAD (NODT)



CITY OF FALLON

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 30, 2023

AGENDA DATE: June 6, 2023

TO: The Honorable City Council

FROM: Brian Byrd, Public Works Director

AGENDA ITEM TITLE: Consideration and possible action to approve an agreement with Precision Ice Rinks of Concord, NC, for a three-month rental of a 40’ x 100’ ice-skating rink, in the amount of One Hundred Sixty-One Thousand Three Hundred Fifty Dollars (\$161,350.00). **(For possible action)**

TYPE OF ACTION REQUESTED:

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

POSSIBLE COUNCIL ACTION: Motion to approve an agreement with Precision Ice Rinks of Concord, NC, for a three-month rental of a 40’ x 100’ ice-skating rink, in the amount of One Hundred Sixty-One Thousand Three Hundred Fifty Dollars (\$161,350.00). **(For possible action)**

DISCUSSION: Upon approval, the agreement would allow Precision Ice Rinks to install a 40’ x 100’ portable ice-skating rink at the location of the City of Fallon’s choosing. As described in the attached agreement, Precision Ice Rinks would be required to provide an operational rink from November 18th through January 7th. The skating surface would be authentic ice, with all components of the system being provided by Precision Ice. The ice-skating rink elements are designed in such a way that a rink can be installed in any conceivable location and in any weather conditions.

Precision Ice will also supply a ride-on “Zamboni”, 400 pairs of rental skates, field technicians for setup/teardown and 24 hour on-call tech support. Precision Ice Rinks has been in business since 2011 and provides portable ice-rinks to customers all throughout the country.

The operation of this seasonal rink would allow for a unique recreational experience for our community while providing a destination for tourism during the holiday season.

BACKGROUND: This advertisement was released for public bid on April 20, 2023 and was advertised in accordance with NRS 332. Four (4) bids were received and opened on May 4, 2023 as further described in the attached documents.

FISCAL IMPACT: \$161,350.00

FUNDING SOURCES: Local Funds

PREPARED BY: Brian Byrd, Director of Public Works

DATE: May 31, 2023

TO BE PRESENTED TO THE COUNCIL BY: Ryan Swirczek, Deputy Public Works Director

Ken Tedford
MAYOR



James D. Richardson
Councilman

Kelly Frost
Councilwoman

Karla Kent
Councilwoman

MEMORANDUM

TO: Mayor Tedford, Bob Erickson, Sean Richardson, Trent deBraga, Sean Rowe, and Brian Byrd

FROM: Ryan Swirczek

DATE: May 12, 2023

RE: Ice-Skating Rink Rental

On Thursday, May 4, 2023, we opened bids for an ice-skating rink rental. We had 4 bids altogether and after reviewing them I found no issues. I would recommend going with Precision Ice Rinks from Concord, NC and their rental bid is \$161,350.00. I have provided the list of bidders below and have attached each bid form.

- | | |
|------------------------|--------------|
| 1. Precision Ice Rinks | \$161,350.00 |
| 2. Special Ice | \$162,817.00 |
| 3. Magic Ice | \$174,950.00 |
| 4. Ice America | \$196,739.00 |

Thank you

CITY OF FALLON, NV

INVITATION TO BID
FOR THE

ICE-SKATING RINK RENTAL

KEN TEDFORD, MAYOR

MEMBERS OF THE CITY COUNCIL

KELLY FROST
KARLA KENT
PAUL HARMON

MICHAEL F. MACKEDON - CITY ATTORNEY
BRIAN BYRD - PUBLIC WORKS DIRECTOR
SEAN RICHARDSON - CITY CLERK

BID OPENING

MAY 4, 2023

CITY OF FALLON, NV **ADVERTISEMENT FOR BIDS**

Notice is hereby given that the City of Fallon, Nevada, hereby invites sealed bids for the following equipment rental to be done according to plans and specifications on file and subject to conditions prescribed by the undersigned:

ICE-SKATING RINK RENTAL

DESCRIPTION OF WORK: Rental of 40' x 100' ice-skating rink, skates and racks, riding ice rink resurfacer and labor to install and tear down.

Printed procurement and contracting documents will be made available on **April 20, 2023** at City of Fallon Public Works, 327 N. Maine St., Fallon NV 89406, 775-423-6774. Documents will be provided to prime bidders only. Only complete sets of documents will be issued.

Electronic procurement and contracting documents can be obtained by contacting Ryan Swirczek at 775-426-9306 or rswirczek@fallonnevada.gov

Viewing procurement and contracting documents will be available at City of Fallon Public Works, 327 N. Maine St., Fallon NV 89406

Bids delivered in a sealed envelope, plainly endorsed for the above-mentioned rental will be received only at the City of Fallon Administration Offices, 55 West Williams Ave., Fallon NV 89406, until 3:00 PM on May 4, 2023 and will be thereafter publicly opened and read aloud.

Laws of the State of Nevada shall govern submittal, opening and award of Bidders.

Successful bidder shall schedule the rental upon receipt of Notice to Award and shall start the rental within the Contract Time.

Bidders must be properly licensed in the State of Nevada under the laws governing their respective trades and be able to obtain insurance and bonds required for the rental. Insurance in a form acceptable to the City of Fallon will be required of the successful bidder.

This Advertisement is issued by:

By: Brian Byrd
Title: Public Works Director
Date: Thursday April 20, 2023

PROJECT DIRECTORY

Rental Name: Ice-Skating Rink

Location: 40 S. Carson St., Fallon, Nevada 89406

Owner: City of Fallon, Nevada

Owner's Representative:

Brian Byrd
55 W. Williams Ave.
Fallon, NV 89406

All bidding inquiries shall be directed only to:

Ryan Swirczek
Mobile (775)426-9306
Email rswirczek@fallonnevada.gov

Description

The City of Fallon is seeking proposals to rent a portable ice-skating rink. The space available is 90 feet wide by 140 feet long. The rink should fit within that space and provide as much skating surface as possible. The skating surface must be real ice. **Synthetic ice will not be accepted.** The rink will be installed at the 40 S. Carson St., Fallon, Nevada. Proposals must include equipment delivery, installation supervision, and equipment operation training for the proper handling and maintenance of the ice floor and other provided equipment.

Provided items must include, but are not limited to:

- Ice cooling grid floor system 40' x 100'
- Header System
- At least 150 tons Air cooled chiller and setpoint features.
- Pump Station
- Necessary pumps and hoses for refrigeration
- Glycol coolant
- Ice Rink Insulation
- Vapor barriers
- Hard-faced Dasherboard System
- Necessary ice tools for rink
- Ice Rink Resurfacer (ride-on)
- Rental Skates in Racks – Various sizes – kids and adults – 400 pair
- 30' by 50' Rubber matting for sitting and viewing.
- Field Technicians for setup, ice making and teardown.
- Forklift for setup and teardown
- Ice rink planning and consulting services for rink events.
- Refrigeration Tech 24 hour on-call during ice event
- Equipment Transportation to and from ice rink site

Owner Responsibilities:

- Site Access
- Level area for ice rink
- Skate and guest changing area.
- Power and an electrician will be provided.
- Continuous water supply with necessary hoses.

Rental Period:

- Ice skating will operate from Saturday, November 18, 2023 through Sunday, January 7, 2024

This ice-skating rink is a part of the City of Fallon's holiday events. It is crucial the rink, its associated materials and supplies, and all personnel are all professional, first-class, timely, in excellent working conditions, clean, properly installed, legal, and safe.

City of Fallon Bid Tabulation Sheet

PROJECT NAME: Ice-Skating Rink Rental

BID OPENING DATE & TIME: May 4, 2023 @ 3:00 p.m.

PROJECT NUMBER: N/A

NUMBER OF ADDENDA ISSUED: 0

1	Precision Ice Rinks Bidder	Concord, NC City	NC State	\$161,350.00 Bid Amount	(B)
2	Ice America Bidder	Harbor City City	CA State	\$196,739.00 Bid Amount	(B)
3	Magic Ice Bidder	San Leandro City	CA State	\$174,950.00 Bid Amount	(B)
4	Special Ice Bidder	Livermore City	CA State	\$162,781.70 ^{MSD} \$162,817.00 Bid Amount	(B)
5	_____ Bidder	_____ City	_____ State	_____ Bid Amount	
6	_____ Bidder	_____ City	_____ State	_____ Bid Amount	

COMPLETE AND RETURN

The UNDERSIGNED hereby proposes to furnish an Ice-Skating Rink to the City of Fallon, in accordance with the attached Invitation to Bid and the specifications listed.

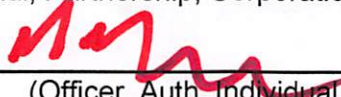
The UNDERSIGNED hereby declares that he, she, or they are the only person(s), firm or corporation interested in this proposal as principal; that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City who has direct or indirect personal or financial interest in this proposal, or in any profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. Please include in your disclosure any interest which you know of.

This Proposal acknowledges the receipt of Addenda No.: _____

COMPANY NAME: Precision Ice Rinks
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 4/27/2023
(Officer, Auth. Individual, Owner)

PRINT NAME & TITLE: Mark Metzger - President/Owner

ADDRESS: 4721 Morehead Rd. Unit 402
Concord, NC 28027

TELEPHONE: (716) 696-0825 EMAIL: mmetzger@precisionicerinks.com
ZIP precisionicerinks@gmail.com

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal.

Bid for Ice Skating Rink rental total: \$ 161,350.00

Bid for Ice Skating Rink 3-year rental \$148,000.00/year

45' x 70' Rink Option:

Bid for Ice Skating Rink 3-year rental \$123,000.00/year

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This Proposal acknowledges the receipt of Addenda No.: _____

COMPANY NAME: Ice Rentals LLC (DBA Special Ice)
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 05-02-23
(Officer, Auth. Individual, Owner)

PRINT NAME & TITLE: Emery Lykins President/Owner

ADDRESS: 174 Lawrence Drive, Suite A
Livermore, CA 94551
ZIP

TELEPHONE: 510-593-5393 EMAIL: emery@specialice.net

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal.

Bid for Ice Skating Rink rental total: \$ 162,817.00

COMPLETE AND RETURN

The UNDERSIGNED hereby proposes to furnish an Ice-Skating Rink to the City of Fallon, in accordance with the attached Invitation to Bid and the specifications listed.

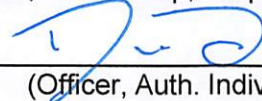
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This Proposal acknowledges the receipt of Addenda No.: ICE-SKATING RINK RENTAL

COMPANY NAME: MAGIC ICE USA, INC
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 5-1-2023
(Officer, Auth. Individual, Owner)

PRINT NAME & TITLE: DAVE FIES - VICE PRESIDENT - SALES

ADDRESS: 1350 SHEBLER AVE - BLDG #9
APOPKA, FL 32703
ZIP

TELEPHONE: 877-394-7465 EMAIL: DFIES@MAGICICEUSA.COM

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal.

Bid for Ice Skating Rink rental total: \$ 174,950 USD

COMPLETE AND RETURN

The UNDERSIGNED hereby proposes to furnish an Ice-Skating Rink to the City of Fallon, in accordance with the attached Invitation to Bid and the specifications listed.


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This Proposal acknowledges the receipt of Addenda No.: _____

COMPANY NAME: Seaside Ice, LLC dba Ice-America
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE:  DATE: 4/25/2023
(Officer, Auth. Individual, Owner)

PRINT NAME & TITLE: Scott Williams / CEO

ADDRESS: 807 Sprucelake Drive
Harbor City, CA 90710 ZIP _____

TELEPHONE: 323-776-9423 EMAIL: swilliams@ice-america.com

NOTE: All proposals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal.

Bid for Ice Skating Rink rental total: \$ \$196,739.00