

**RENO-SPARKS CONVENTION AND VISITORS AUTHORITY
NOTICE OF PUBLIC MEETING
MEETING OF THE BOARD OF DIRECTORS
Thursday, April 24, 2025, at 10:00 a.m.
Reno-Sparks Convention and Visitors Authority
4065 S. Virginia Street, Board Room
Reno, Nevada**

**BOARD OF DIRECTORS:
Mayor Hillary Schieve, Chair**

Councilwoman Charlene Bybee
Mr. Stephen Ascuaga
Mr. Greg Long
Mr. John East

Commissioner Alexis Hill
Mr. Richard Jay
Mr. Glenn Carano
Mr. Eddie Ableser

THIS NOTICE AND AGENDA HAVE BEEN POSTED PER NRS REQUIREMENT, AT LEAST THREE BUSINESS DAYS BEFORE THE MEETING, IN ACCORDANCE WITH NRS 241.020, AT THE MEETING LOCATION AND AT THE FOLLOWING PUBLIC LOCATIONS:

Evelyn Mount Northeast Community Center
Reno Municipal Court
Reno-Sparks Convention & Visitors Authority (RSCVA)
Washoe County Administration Building
RSCVA Website: www.rscva.com/public-meetings

Reno City Hall
Sparks City Hall
McKinley Arts & Culture Center
Washoe Co. Reno Downtown Library
Online at <http://notice.nv.gov/>

This meeting is being livestreamed and may be viewed by the public at the following link: www.rscva.com/public-meetings

Items on the agenda are for possible action by the Board of Directors unless stated otherwise. Items will not necessarily be considered in the order listed. The Board may combine two or more agenda items for consideration, may remove an item from the agenda, or may delay discussion relating to an item on the agenda at any time. Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the Board. The designated contact to obtain support materials is Myrra Estrellado, 4065 South Virginia Street, Suite 100, Reno, NV (775) 827-7737.

AGENDA

A. OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Roll Call

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period or on "action" items immediately before board discussion of such "action" items. Members of the public desiring to speak must complete a "Request to Speak" form and return it to the RSCVA clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

C. CONSENT AGENDA:

C1. Approval of the Agenda of the April 24, 2025, Regular Meeting of the Board of Directors

For Possible Action

C2. Approval of the Minutes of the March 27, 2025, Regular Meeting of the Board of Directors

For Possible Action

D. BOARD MATTERS

D1. Review, Discussion and Possible Action regarding Legislative priorities for the current Legislative session

Jesse Wadhams, with the law firm of Black and Wadhams, as the RSCVA's retained government affairs firm, will discuss the current Legislative session and issues and bills which may impact or be of interest to the RSCVA. The Board may consider, discuss and take action to direct Mr. Wadhams to pursue RSCVA priorities/initiatives/bills in the current Legislative session.

For Possible Action

E. PRESENTATIONS

E1. Reno-Sparks Convention and Visitors Authority Department Updates

Members of the Senior Leadership Team will deliver updates on current activities and initiatives.

Informational Only

F. BOARD MATTERS

F1. Review, Discussion and Possible Action regarding a request on behalf of the City of Reno for the RSCVA to waive its right to receive the General Services Allocation payment from the City of Reno provided for in the Downtown Events Center Operating Agreement for fiscal year 24/25 in the approximate amount of \$353,000.

The Board of Directors is being asked to review, discuss, and possibly approve a request on behalf of the City of Reno for the RSCVA to waive its rights to receive the General Services Allocation payment from the City of Reno as provided in the Downtown Events Center Operating Agreement between the RSCVA and the City of Reno (the "Operating Agreement") for fiscal year 24/25. The General Service Allocation payment due for fiscal year 24/25 is currently estimated to be \$353,000. The Board of Directors may also provide direction to staff to conduct discussions with the City of Reno to identify possible revisions or additions to the Operating Agreement to be presented to the Board at a future meeting for consideration.

For Possible Action

F2. Travel North Tahoe Nevada Legislative Presentation

Travel North Tahoe Nevada will deliver a presentation to the Board of Directors regarding Senate Bill 402, Senate Bill 420, and Senate Bill 426.

Informational Only.

F3. Discussion Regarding Process for Appointment of RSCVA Representative to the Reno-Tahoe Airport Authority Board of Trustees

Pursuant to Section 5(3) of the Reno-Tahoe Airport Authority Act (the "Act"), the RSCVA is entitled to appoint one member to the Reno-Tahoe Airport Authority Board of Trustees ("RTAA Board"). The term of the RSCVA's current appointee to the RTAA Board expires on or about June 30, 2025, and pursuant to the term limits set forth in the Act the current appointee is not eligible for reappointment. The Board of Directors is being asked to review, discuss, and possibly approve the process for selecting the new RSCVA appointee to the RTAA Board. Per the Act, the appointment must be made no later than June 15, 2025, and the RSCVA currently anticipates making the selection at the regular May meeting of the Board of Directors.

For Possible Action

G. BOARD MEMBER ANNOUNCEMENTS, REPORTS, AND UPDATES

RSCVA Board Members may share announcements, reports, updates, and requests for information. This item is informational only, and no discussion among Board Members will take place on this item.

Informational Only

H. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.

I. ADJOURNMENT

For Possible Action

For information or questions regarding this agenda please contact:
The RSCVA Executive Office
P.O. Box 837, Reno, NV 89504
775-827-7618

**Reno-Sparks Convention & Visitors Authority
Meeting held Thursday, March 27, 2025, at 10:00 a.m.
4065 S. Virginia Street, Board Room
Reno, Nevada**

The Reno-Sparks Convention & Visitors Authority Board of Directors met at 10:00 a.m. on Thursday, March 27, 2025. The meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

A. OPENING CEREMONIES

A1. Call to Order

Chair Schieve called the meeting to order at 10:02 a.m.

A2. Pledge of Allegiance

Vice Chair Jay lead the pledge.

A3. Roll Call

The Clerk of the Board took roll call.

Board Members Present:

Mayor Hillary Schieve, RSCVA Chair
Richard Jay, RSCVA Vice Chair
Stephen Ascuaga, RSCVA Board Member
Councilwoman Charlene Bybee, Board Member
Commissioner Alexis Hill, Board Member
Greg Long, RSCVA Board Member
John East, RSCVA Board Member **[via Zoom]**
Glenn Carano, RSCVA Board Member **[via Zoom arrived at 10:19am]**

Board Members Absent:

Eddie Ableser, RSCVA Board Member

RSCVA Executive Staff Present:

Mike Larragueta, President & CEO
Courtney Jaeger, Vice President of Finance
Christina Erny, Vice President of Marketing
John McGinnes, Vice President of Sales
Jose Martinez, Vice President of Facilities
Art Jimenez, Executive Director of Tourism Sales
Ben McDonald, Senior Director of Communications & Public Affairs
Lori Tange, Director of Human Resources
Shelli Fine, Director of Sports Development

RSCVA Legal Counsel:

Benjamin Kennedy, Argentum Law

Board Clerk:

Myrra Estrellado, Administrative Office Manager & Board Clerk

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Chair Schieve opened the floor to public comment, first was Carol Chaplin, second was Blaine Johnson, third was Pascal Dupuis, fourth was Sara Van Sicen and fifth was Jaime Wright. Public comment was closed.

Board Member Carano arrived via Zoom at 10:19am.

C. CONSENT AGENDA:

C1. Approval of the Agenda of the March 27, 2025, Regular Meeting of the Board of Directors

C2. Approval of the Minutes of the February 27, 2025, Regular Meeting of the Board of Directors

On a motion made by Board Member Jay and seconded by Board Member Bybee it was resolved to approve the consent agenda. The motion was **APPROVED** by a vote 8-0-0.

D. PRESENTATIONS

Chair Schieve moved Board Matters to be heard prior to presentations. Item E2 was discussed first.

D1. Presentation: Future Partners

Erin Francis-Cummings, President and CEO of Future Partners presented the results of a study following traveler sentiments conducted since 2006. She reported that travel budgets are staying steady and near record-highs. Consumer confidence in spending is also high. Trends show travellers are optimistic. She reported that the national consumer sentiment about Reno-Tahoe was very positive. For Brand Equity Index Reno-Tahoe preformed almost on par with larger cities like San Diego and San Francisco, who have much larger budgets.

Alexandra Molin, Research Director of Future Partners presented the results from the Visitor Profile Study. This study was based on an online survey to 600 Reno Tahoe visitors, aged 18 and over who travelled to the region in 2024. Compared to visitors in 2023, there were slightly more male visitors, more visitors consisted of those aged 60-80 years, which correlated with less visitors with children, and average household income was slightly higher in 2024. Also, in 2024 the only significant difference in where visitors traveled to compared to 2023 was that downtown Reno had a 13% drop in visitors. Visitors were generally positive about what Reno Tahoe offered, there were only two attributes that they felt Reno Tahoe underperformed, that is good value for money and having a variety of museums and art galleries.

Alexandra Molin also reported that there were positive results from Reno Tahoe's paid travelers campaign. Finally, she presented the results of a survey of Washoe County residents. In general, they had positive perceptions of their quality of life from the tourism industry. Though residents' perception of the tourism impact on jobs has improved compared to 2023, only a quarter of residents think that tourism jobs pay well, suggesting

they may be hesitant to pursue jobs in tourism for fear that they are low paying. There is an increasing number of people who believe tourism has a positive impact on the economy, but also an increasing number of people who believe Washoe County is too dependent on tourism. Local residents also think that tourism brings in festivals, events, and arts to the area but they also see that it brings in an increase in crowds and congestion.

Members of the Board expressed appreciation for the presentation and reviewed some of the points of the presentation again.

11:35am Board Member Long left the meeting. He returned at 11:37am.

11:37am Board Member Jay left the meeting. He returned at 11:39am.

11:35am Board Member Carano left the meeting. He did not return.

12:11pm Board Member Ascuaga left the meeting. He returned at 12:13pm.

D2. Presentation – Employee Survey Results

Mike Larragueta introduced Lori Tange to present the results of the first ever survey conducted including all employees within the organization.

Lori Tange reported that after conducting the survey and sharing the result with the President/CEO they have been meeting with every department to share the results. The survey measured happiness, satisfaction, and unhappiness of workers compared to data from the National Institutes of Health. The employees at RSCVA are mostly very happy and happy or satisfied, with the [survey](#) provider noting that “unhappiness” at work was below average. The areas for improvement noted in the [survey](#) are communication and finding work/life balance. Lori Tange and her team will meet with departments to make action plans for improvement. There is a plan to launch another survey within the next 90 days. The survey was conducted anonymously by employees online, the response was 73%, which was very good.

Mike Larragueta added that this first survey was to lay a foundation for future surveys and to reassure employees that results were truly anonymous.

12:23pm Board Member Jay left the meeting. He returned at 12:24pm.

12:23pm Board Member Hill left the meeting. She returned at 12:26pm.

12:30pm Board Member East left the meeting. He did not return.

D3. Executive Updates

Mike Larragueta presented the Executive Updates slide. The spotlight award was given to John Morris, who had been at RSCVA for 31 years. He then outlined the RFP schedule and the 3-year Strategic Plan schedule. He outlined highlights of the Indoor Track, support for the track and the Indoor Track season schedule. He also talked briefly about possible future plans for the track.

Courtney Jaeger presented a finance update and a summary of January, 2025 tax statistics.

12:38pm Chair Schieve left the meeting. She returned at 12:46pm.
12:47pm Board Member Hill left the meeting. She did not return.

E. BOARD MATTERS

E1. Review, Discussion and Possible Action Regarding Legislative Priorities for the Upcoming Legislative Session

Jesse Wadhams reported through an email read by Ben Kennedy that there was no opposition when the Bill 114 on Board Governance was presented by **Board Member Bybee** and **Board Member ~~Ablesar~~Ableser** on March 14, 2025. The bill should be processed before the April 11, 2025, deadline.

E2. Review, Discussion and Possible Action Regarding Funding for the Incline Village TART Connect Micro-Shuttle Project in an Amount Not to Exceed \$250,000

Devin Middlebrook informed the Board that Tahoe Regional Planning Agency is progressing toward long-term permanent solutions for funding the Incline Village TART Connect Micro-Shuttle Project. He also highlighted that of the transportation system is not only beneficial to visitors but also helped to support emergency response. Devin Middlebrook also outlined the success of the transit system in his presentation.

Netty Pardue outlined the goals of the Stewardship Destination Plan to create an environment that is thriving with tourists in a way that benefits the environment and local residents. She also emphasized that the TART Connect Micro-Shuttle project is a successful part of the Stewardship Destination Plan.

Board Member Bybee expressed her support of the transit system. She elaborated on its benefits to both visitors and local residents.

Board Member Ascuaga commented that RSCVA has already contributed their fair share. He wants to include more partners to share the funding. He inquired as to whether they have looked into charging for the shuttle.

Devin Middlebrook stated that those who take the shuttle are already being inconvenienced by not having their personal vehicle with them, charging for the shuttle may lower ridership. However, they are going to start experimenting with charging for recreational shuttles to see the response. He reemphasized that Bill 420 to create a business improvement district in Lake Tahoe Basin will provide support in funding TART Connect.

Board Member Hill expressed her appreciation that the Board is considering funding TART Connect again. She highlighted the projects that Washoe County funds and also pointed out that Bill 426, which would be a surcharge of \$4.25 on Airbnb's and the hotel property at the Hyatt would help to bring in revenue as well. She agreed that she does not think RSCVA should cover the whole expense.

Board Member Long advised on the revenue generated in the Nevada region and the impact Reno and Tahoe have on each other.

Board Member East inquired as to how long the existing funding on TART Connect would sustain the service.

Jamie Wright reported that this funding would get them through fiscal year 2024/2025. If they do not receive this funding TART Connect would stop operating at the end of winter. They are continuing to work on funding that would get them through 2025/2026. She also reported that TART Connect is operating as a shared vehicle and has relieved that congestion. She also outlined that they are exploring different methods with Washoe County Regional Transportation Commission to charge a fare for the shuttle.

Board Member East expressed his full support for the transportation system in Incline Village. However, he expressed concern about whether this would be the last time RSCVA would need to fund TART Connect.

Board Member Carano also expressed concern for a lack of clarity on a plan for TART Connect being able to operate without future funding from RSCVA.

Comments by **Board Member ~~Ablesar~~Ableser** were read by Ben Kennedy. He expressed that acting as representative of the Reno-Sparks Chamber of Commerce, he did not support the funding of transportation around the Lake Tahoe area. He commented that transportation in Lake Tahoe was not the responsibility of RSCVA. Additionally, he added that the original request for funding was presented as a one-time request.

Ben Kennedy clarified that there is no absent voting, so **Board Member ~~Ablesar's~~Ableser's** vote of no, will not be included.

Board Member Jay commented on the possible upcoming recession and asked for a quick finance update. He also added that he does not like the fact that when the requests for funding TART Connect are presented, the RSCVA is under pressure to respond immediately. He requested that future funding requests be presented with advanced notice for the RSCVA to consider.

Courtney Jaeger advised that there is just slightly under \$250,000 in the budget remaining for unsolicited funds. It was also ~~discusses~~discussed that there will be upcoming cuts to the future budget in consideration of the possible upcoming recession and projected lower revenues.

Mayor Hillary Schieve expressed her support of the funding for TART Connect, but also expressed her concern for what this project would look like in the future. She proposed making a committee for making a plan for the future. She also commented on the benefits of the transportation system and it's attraction for visitors interested in sustainability. She advised that when all three jurisdictions cooperate things are a lot smoother.

Board Member Bybee advised that she supports using the unsolicited funds in the budget for the funding the TART Connect system, but proposed putting an amount in the

budget for the 2025/2026 fiscal year to support that TART Connect system, since even if Bill 420 passes it could be a year before the funds start coming in.

Devin Middlebrook informed that Board that when this fiscal year ends on June 30, 2025, the contributions from Washoe County, Lake Tahoe and others start again and will fund TART Connect.

Mayor Hillary Schieve intended to make a motion to fund \$125,000, predicated that RTC would match a contribution of \$125,000. But because of the time sensitivity of the request, she adjusted her motion.

Mike Larragueta advised the Board that if there is no reimbursement from RTC the fund for unsolicited funds would be depleted until June 30, 2025, and RSCVA would deny all requests for unsolicited funding until then.

Chair Schieve asked for the requests for funds under \$10,000 to be included in presidents report in the future for the Board's information only.

On a motion made by Chair Schieve, seconded by Commissioner Alexis Hill, it was decided to fund \$250,000 to TART Connect, with direction to seek reimbursement from RTC for \$125,000 and with direction to staff to seek to establish working partnerships. The motion was **APPROVED** by a vote of 6-2-0.

10:53am Chair Schieve left meeting. She returned at 10:54am.

F. BOARD MEMBER ANNOUNCEMENTS, REPORTS, AND UPDATES

Board Member Jay reviewed updates from the airport, including a new flight to Austin with Southwest Airlines and other services that have begun again. They are also experimenting with solutions for parking. He also requested that the Chair add developing the 95 acres at Pembroke to the agenda.

Chair Schieve also advised that she would like to open up a discussion about the General Services Agreement between the City of Reno and the RSCVA.

G. COMMENTS FROM THE FLOOR BY THE PUBLIC

Chair Schieve opened the floor to public comment, there was none. Public comment was closed.

H. ADJOURNMENT

Chair Schieve adjourned the meeting at 1:02pm.

The meeting may be viewed at the following:

03/27/2025 RSCVA BOD Mtg <https://www.youtube.com/watch?v=O15V3WqBjo8>



EXECUTIVE UPDATES

BOARD OF DIRECTORS

April 24, 2025





SPOTLIGHT AWARD



SPOTLIGHT AWARD



PARTY ANIMALS



DATE

5/29/2025

LOCATION

Greater Nevada Field



PARTY ANIMALS' INVITATION



[HOTELS](#) | [EVENTS](#) | [DINING](#) | [WHAT TO DO](#) | [SHOPPING](#)



BANANA BALL AT GREATER NEVADA FIELD

You're invited! Join Reno Tahoe at Greater Nevada Field as the Party Animals take on the Texas Tailgaters. Banana Ball has captivated fans across the country with satirical baseball games featuring tricks, music, dancing and more. We look forward to welcoming you to our suite and catching a sold out game together!

Thursday, May 29

Greater Nevada Field | Owner's Suite (21a & 21b)

- **3:30pm:** Tailgate Tent Party on the front plaza (ticket required for access)
- **5:30pm:** Stadium gates open, access to suite and complimentary food service
- **6:30pm:** On-field activities begin

*Additional parking available at the National Bowling Stadium.

Please RSVP to sender.



CHAD PETERS



HIRE DATE

1/30/2024

PREVIOUS TITLES

NBS Operations Manager

Director of Operations (NBS)

CURRENT TITLE

Executive Director of Venue Operations



EMERGING OPPORTUNITIES

Pouring Rights Bid

National Bowling Stadium Museum space RFP's

Music entertainment at the airport

CEO goals presented at May's Executive and Legislative committee meeting





CONVENTION SALES



EVENTS BOOKED

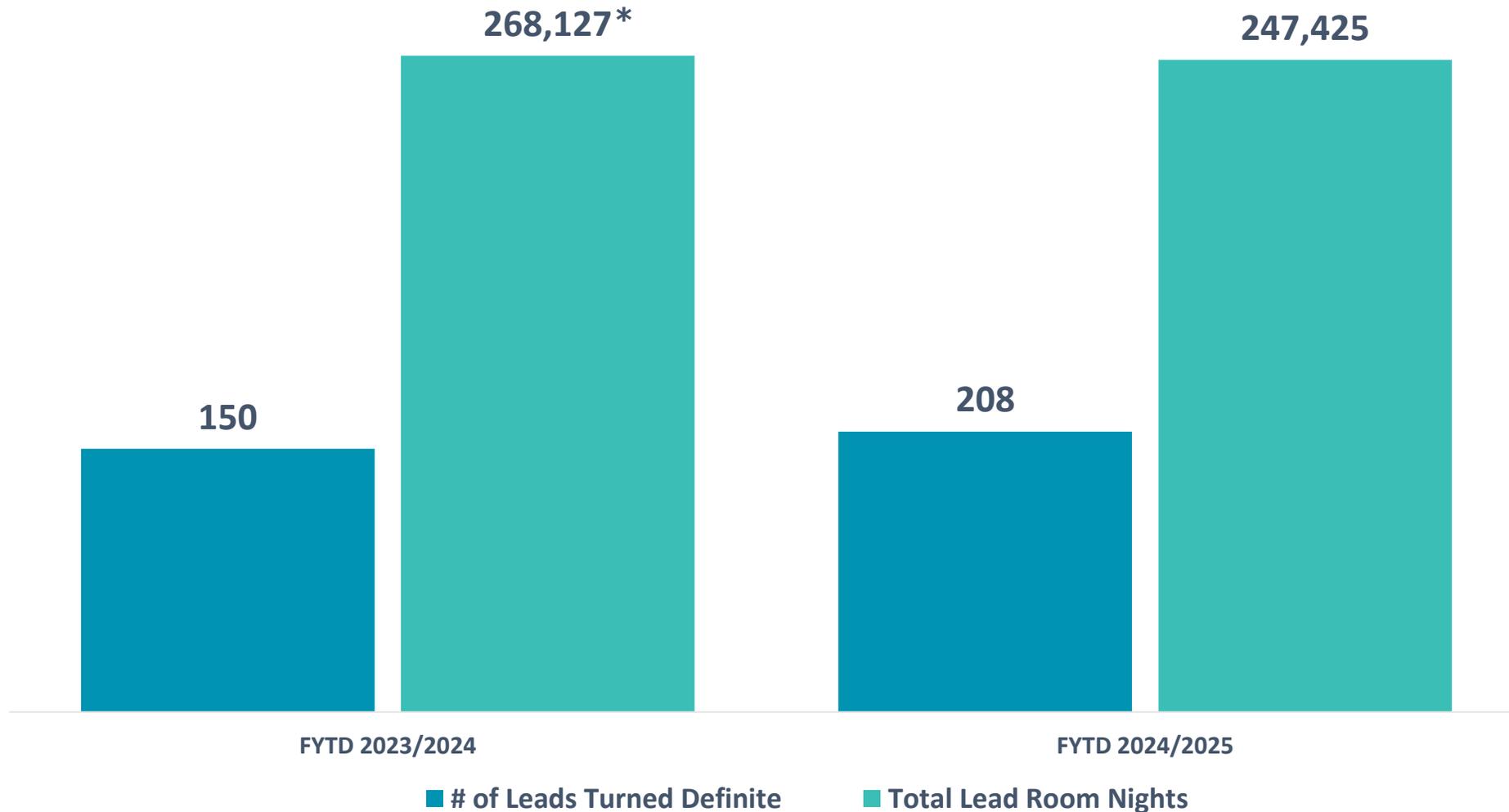
FYTD - JULY - MARCH

GROUPS BOOKED	208	 36.8% YOY
AVG BOOKING WINDOW	9.0 MO	 134 DAYS YOY
ESTIMATED ATTENDEES FROM BOOKINGS	283,711	 1.7% YOY
CONTRACTED ROOMS FROM HOTELS	247,425	 8.3% YOY
ANNUAL ROOM NIGHT GOAL	261,122	OF FY GOAL ACHIEVED 94.8%



DEFINITE ROOM NIGHTS

FYTD - JULY - MARCH



*Includes 75,800 rooms for 2026 USBC Open Championship



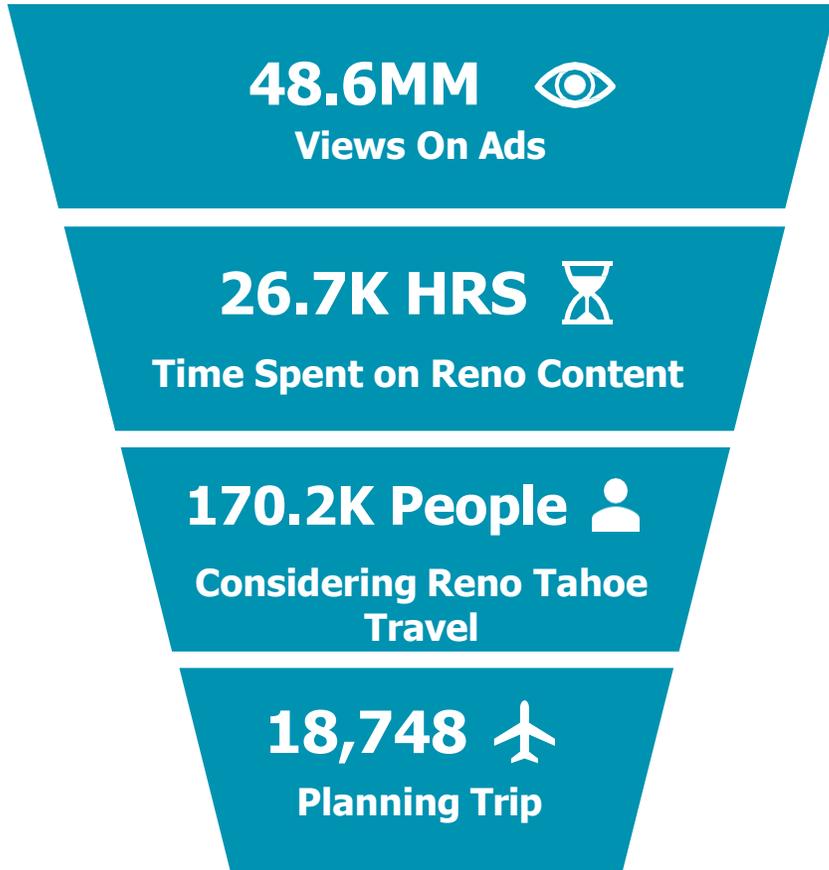


MARKETING



LEISURE PAID MEDIA IMPACT

March '25



Ads In-Market

Total ads across all channels

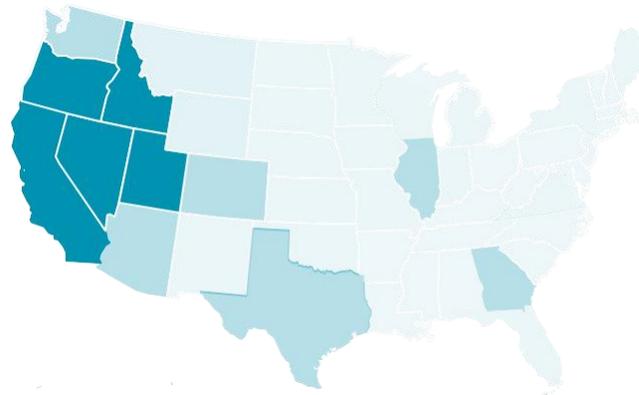
331

Ad Interactions

Clicks, Completed Views, Comments, Shares, and Likes

7MM

Key Markets



M&C PAID MEDIA IMPACT

March '25

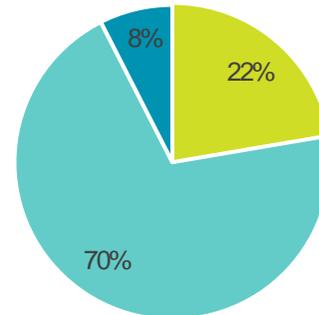


Ads In-Market

Total ads across all channels

48

Spend Allocation



■ Social ■ Search ■ Programmatic

Ad Interactions

Clicks, Completed Views, Comments, Shares, and Likes

622.8K

Channel Mix

LinkedIn

meetings
MORE PLACE
TODAY

Smartmeetings

SportsETA
SPORTS EVENTS & TOURISM ASSOCIATION

Google



EARNED MEDIA

March '25



Stories Placed

19

Publications

Smart meetings

SKI

meetings
PEOPLE + PLACES TODAY

yahoo!life





TOURISM ECONOMICS



EXECUTIVE SUMMARY

Feb '25

Highlights

Room revenues for Reno fell in February compared to the prior year, with hotels reporting \$30.1M in room revenues over the month. This represented a 3.5% decrease compared to February 2024. This was primarily due to lower demand, which fell 3.2% in February, while ADR fell only 0.3% YoY to \$140.

RV Parks saw the greatest YoY revenue increase, with 16.2% higher revenues than the year prior. By contrast, timeshares performed the worse, with a 7.7% decline in room revenues compared to February 2024.

Visa reported \$38.7M in credit card spending in February, a decrease of 3.8%, in line with the decline in hotel revenues. 38.9% of credit card spending in market came from households making under \$100K, 26.9% made between \$100K-\$150K, and 34.1% of spending came from households making more than \$150K.

Adjustments have been made to the International visitor forecast by Tourism Economics for 2025, given recent headwinds in sentiment. Originally forecast to grow by 9% this year, our latest outlook expects inbound travel to the US to decline by 5.1% in 2025—a potential loss of \$18 billion in spending.

Other indicators across the U.S. were mixed. Canadian travel by land to the U.S. was down 24% versus February one year ago, while air trips declined by 13%. Although the U.S. labor market gained 151K total nonfarm jobs in February, Federal government jobs declined by 10K.



Lodging Revenue
\$30.1M
-3.5% YOY



Overnight Trip Share
84.6%



RNO Total Passengers
356.0K
+0.5% YOY



Visitor Spending
\$38.7M
-3.8% YOY



L&H Jobs
40.0K
+1.5% YOY



MONTHLY SCORECARD

Fiscal YTD as of Feb '25

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Year-to-Date	Year-End
Room Inventory															
Actual	674,873	678,848	691,255	676,172	645,046	696,844	657,429	599,943					5,320,410	99.7% Budget: 5,335,305	66.2% Budget: 8,030,995
Budget	672,925	676,925	671,090	676,925	655,450	692,565	676,925	612,500	692,395	655,450	676,925	670,920	8,030,995		
% of Budget	100.3%	100.3%	103.0%	99.9%	98.4%	100.6%	97.1%	97.9%					66.2%		
Cash Room Nights															
Actual	314,421	331,510	293,103	271,762	206,826	226,512	221,931	214,736					2,080,801	103.0% Budget: 2,020,242	67.4% Budget: 3,087,016
Budget	303,190	290,492	301,763	260,678	210,384	222,406	205,438	225,892	241,413	263,239	259,660	302,462	3,087,016		
% of Budget	103.7%	114.1%	97.1%	104.3%	98.3%	101.8%	108.0%	95.1%					67.4%		
Comp Room Nights															
Actual	89,344	89,444	82,838	75,809	65,130	69,759	66,038	65,338					603,700	102.8% Budget: 587,387	68.6% Budget: 879,784
Budget	93,325	80,668	84,332	69,439	68,230	66,972	58,480	65,941	75,251	65,223	71,194	80,729	879,784		
% of Budget	95.7%	110.9%	98.2%	109.2%	95.5%	104.2%	112.9%	99.1%					68.6%		
Taxable Room Revenue															
Actual	\$49,457,885	\$55,845,967	\$43,216,655	\$36,554,764	\$26,026,566	\$30,815,534	\$31,041,768	\$30,142,129					\$303,101,267	102.9% Budget: \$294,687,527	67.6% Budget: \$448,580,090
Budget	\$48,224,292	\$47,830,962	\$49,684,313	\$34,065,034	\$26,077,029	\$29,807,717	\$27,802,324	\$31,195,856	\$31,091,329	\$40,266,054	\$36,693,310	\$45,841,870	\$448,580,090		
% of Budget	102.6%	116.8%	87.0%	107.3%	99.8%	103.4%	111.7%	96.6%					67.6%		
Overall Occupancy															
Actual	72.7%	74.7%	67.1%	64.7%	54.8%	54.4%	56.7%	59.0%					63.1%	100.5% Budget: 62.8%	100.5% Budget: 62.8%
Budget	72.6%	67.0%	70.4%	61.5%	55.6%	54.4%	52.1%	69.6%	57.5%	62.6%	61.1%	70.0%	62.8%		
% of Budget	100.2%	111.5%	95.3%	105.2%	98.5%	100.1%	108.8%	84.9%					100.5%		
Average Rate - Cash															
Actual	\$157.08	\$168.46	\$147.41	\$134.51	\$125.84	\$135.99	\$139.87	\$140.37					\$145.62	101.6% Budget: \$145.87	100.2% Budget: \$145.31
Budget	\$159.06	\$164.65	\$164.65	\$130.68	\$123.95	\$134.02	\$135.33	\$138.10	\$128.79	\$152.96	\$141.31	\$151.56	\$145.31		
% of Budget	98.8%	102.3%	89.5%	102.9%	101.5%	101.5%	103.4%	101.6%					100.2%		
Estimated Visitor Count															
Actual	380,690	398,031	359,672	333,727	262,888	280,207	274,049	265,543					2,554,807	102.9% Budget: 2,483,713	67.6% Budget: 3,778,468
Budget	375,473	348,586	363,577	312,139	264,700	283,294	252,945	283,000	303,150	309,729	311,918	369,958	3,778,468		
% of Budget	101.4%	114.2%	98.9%	106.9%	99.3%	98.9%	108.3%	93.8%					67.6%		
Other Monthly KPIs															
Air PAX	479,858	479,829	419,203	418,241	346,927	400,626	365,265	356,037					3,265,986		
Gaming Win	\$95,701,124	\$93,197,497	\$98,302,106	\$91,277,190	\$76,064,042	\$90,013,398	\$90,100,570	\$78,527,888					\$713,183,815		

Source: Visit Reno Tahoe

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LODGING PERFORMANCE

Feb '25

Lodging Performance: Monthly

Occupancy	Previous Year	ADR	Previous Year	RevPAR	Previous Year	Supply	Previous Year	Cash Rooms	Previous Year	Revenue	Previous Year
59.0%	▼ -0.8%	\$140.37	▼ -0.3%	\$55.97	▲ 0.3%	599,943	▼ -4.1%	214,736	▼ -3.2%	\$30.1M	▼ -3.5%

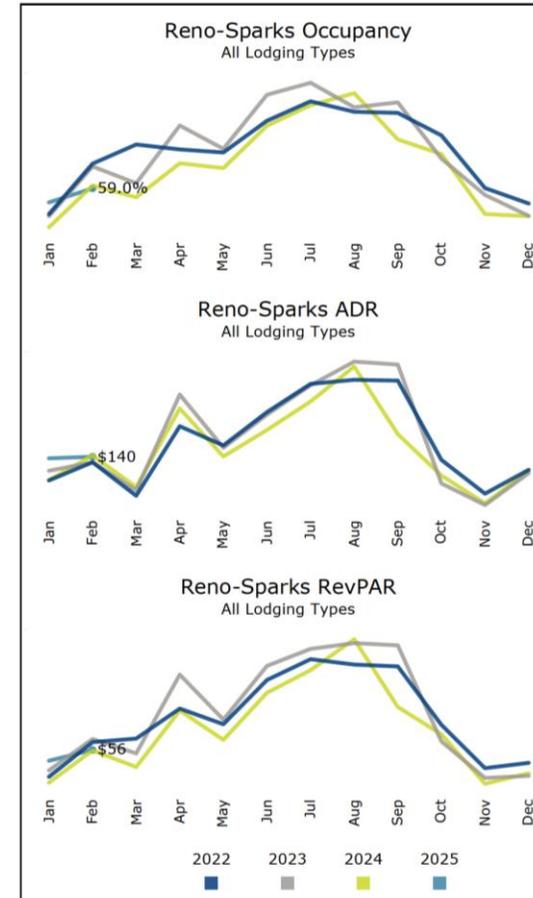
February Performance, Past 4 Years

Total: Reno-Sparks



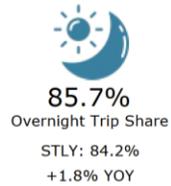
February 2025 Monthly Performance Category Comparison

Reno-Sparks



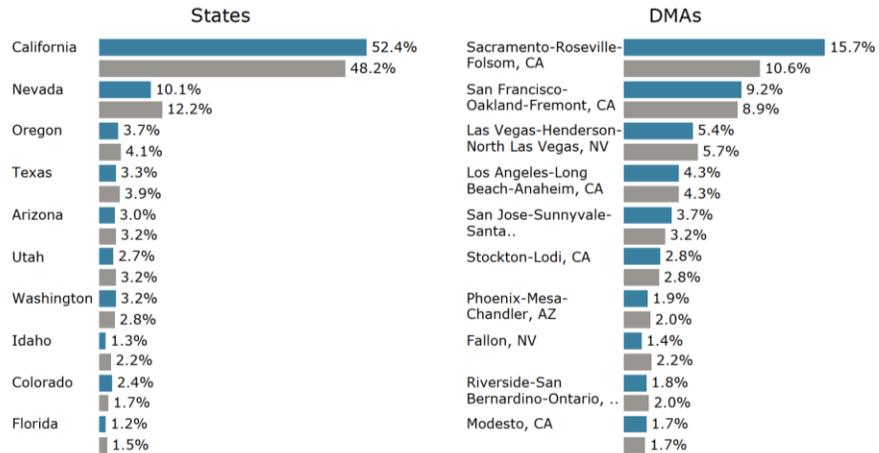
VISITOR PROFILE

February 2025 Domestic Visits



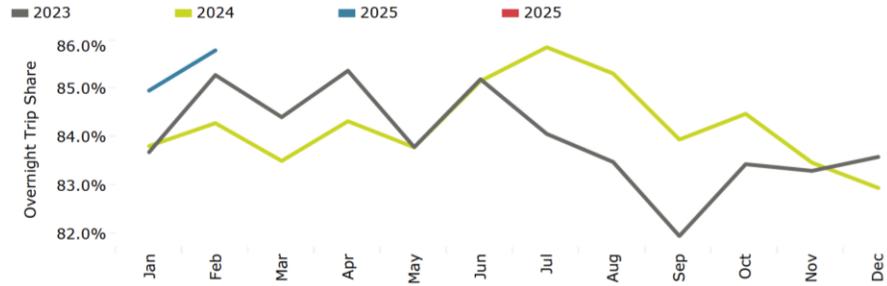
Top Origin Markets

■ Current Year ■ Last Year



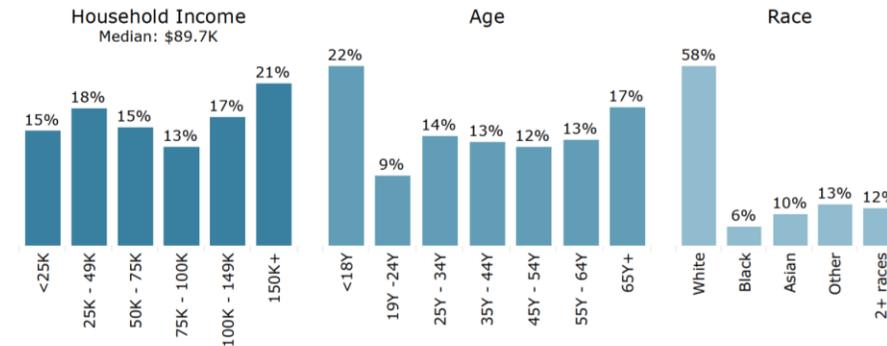
Domestic Visitor Trends & Characteristics

Overnight Trip Share by Month



February 2025 Visitor Origin Demographics

Share of Total



Source: Azira (formerly Near) & U.S. Census Bureau



PASSENGER SUMMARY

Reno-Tahoe International Airport | Feb '25



Total Enplaned
177.5K

▼0.1% YOY



Total Deplaned
178.5K

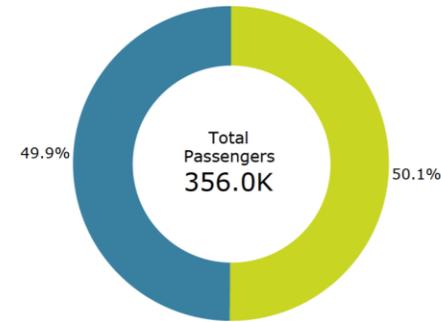
▲1.1% YOY



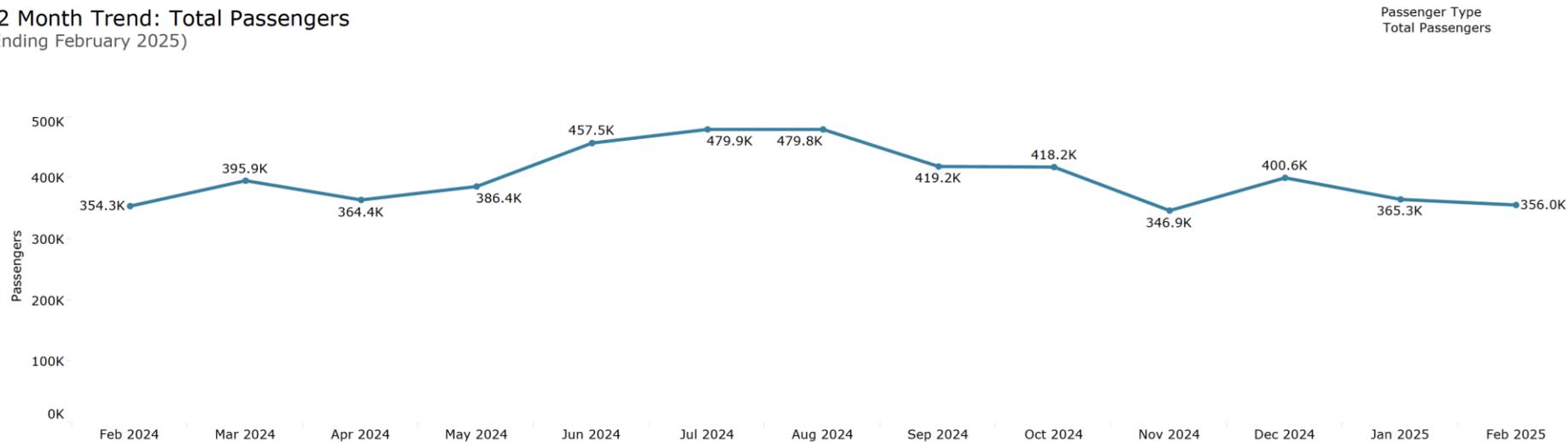
Total Passengers
356.0K

▲0.5% YOY

■ Deplaned
■ Enplaned



12 Month Trend: Total Passengers (Ending February 2025)



Source: Reno-Tahoe International Airport (RNO)

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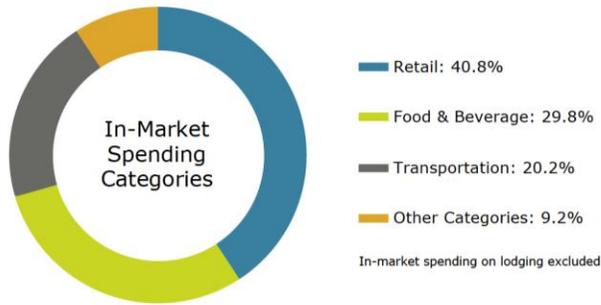


VISITOR SPENDING

Feb '25

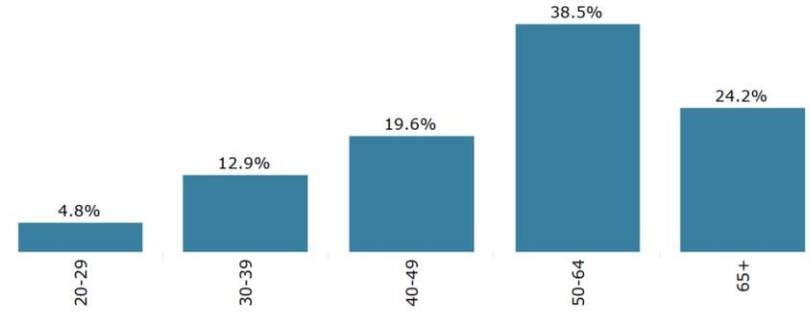
Visitor Credit Card Spending

February 2025 Card Spend
\$38.7M
-3.8% YOY

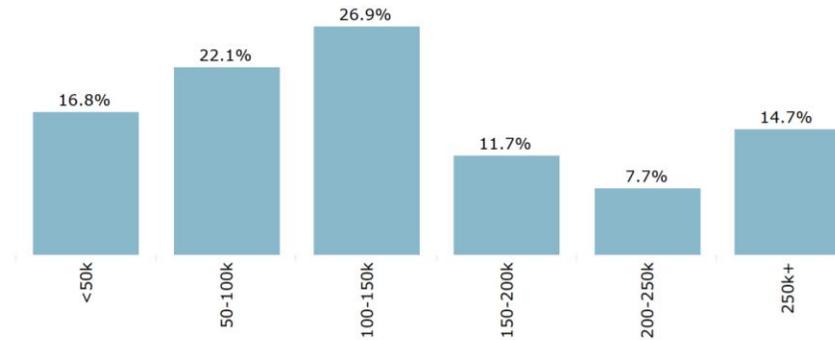


Visitor Credit Card Spending by Demographic

Age



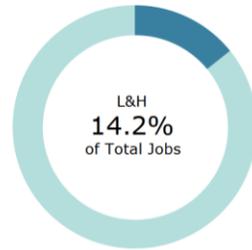
Household Income



LEISURE & HOSPITALITY WORKFORCE

Total Leisure & Hospitality Jobs

L&H Jobs
as of February 2025
40.0K
+1.5% YOY | +1.0% vs. 2019



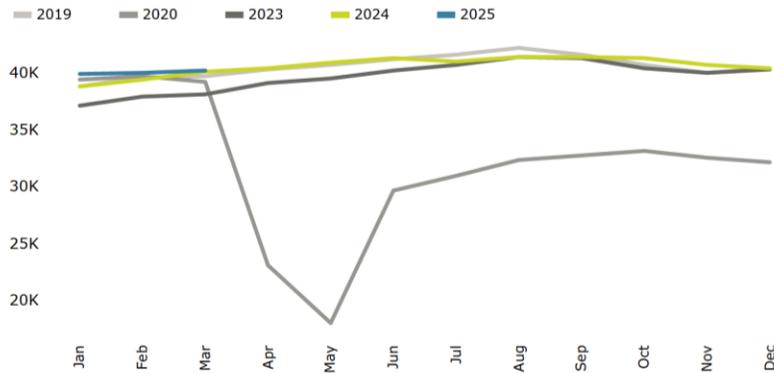
Leisure & Hospitality Job Openings

L&H Job Openings
as of February 2025
2.3K
-4.4% YOY | +6.5% vs. 2019



Employment Recovery

Leisure & Hospitality Jobs (Thousands)



Source: Bureau of Labor Statistics

Job Opening Rate

Share of total available jobs that are not filled



Source: Tourism Economics

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NATIONAL TRAVEL TRENDS KPIS

Feb '25

Insights

Adjustments have been made to the International visitor forecast by Tourism Economics for 2025, given recent headwinds in sentiment. Originally forecast to grow by 9% this year, our latest outlook expects inbound travel to the US to decline by 5.1% in 2025—a potential loss of \$18 billion in spending.

Other indicators across the U.S. were mixed. Canadian travel by land to the U.S. was down 24% versus February one year ago, while air trips declined by 13%. Although the U.S. labor market gained 151K total nonfarm jobs in February, Federal government jobs declined by 10K.



Travel Spending
(Tourism Economics)
↗ +2.0%
February vs. Previous Year

↗ +2.7%
YTD vs. Previous Year



Air Passengers
(TSA)
↘ -3.0%
February vs. Previous Year

↘ -0.6%
YTD vs. Previous Year



Overseas Arrivals
(NTTO)
↘ -2.4%
February vs. Previous Year

↗ +1.6%
YTD vs. Previous Year



Hotel Demand
(STR)
↗ +1.2%
February vs. Previous Year

↗ +1.3%
YTD vs. Previous Year



Short-term Rental Demand
(AirDNA)
↗ +1.4%
February vs. Previous Year

↗ +4.1%
YTD vs. Previous Year

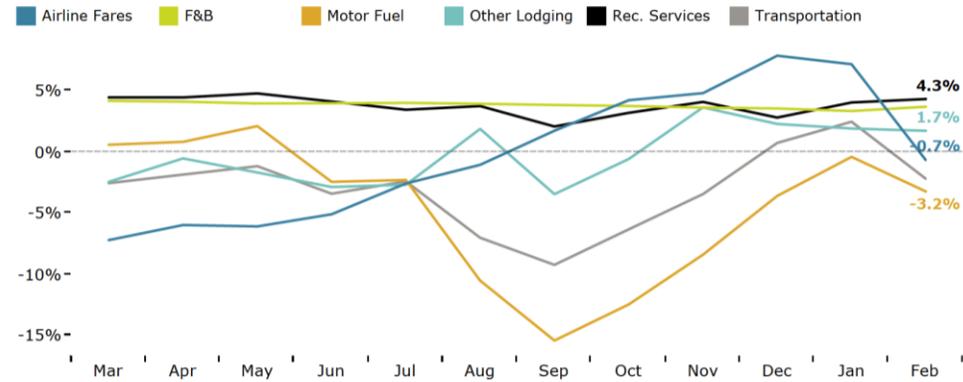


NATIONAL TRAVEL TRENDS

Feb '25

Travel Price Index

% Change Relative to Same Month in Previous Year | Last 12 Months



Source: U.S. Travel Association via U.S. Travel Recovery Tracker

Travel Spending (% change vs 2019)

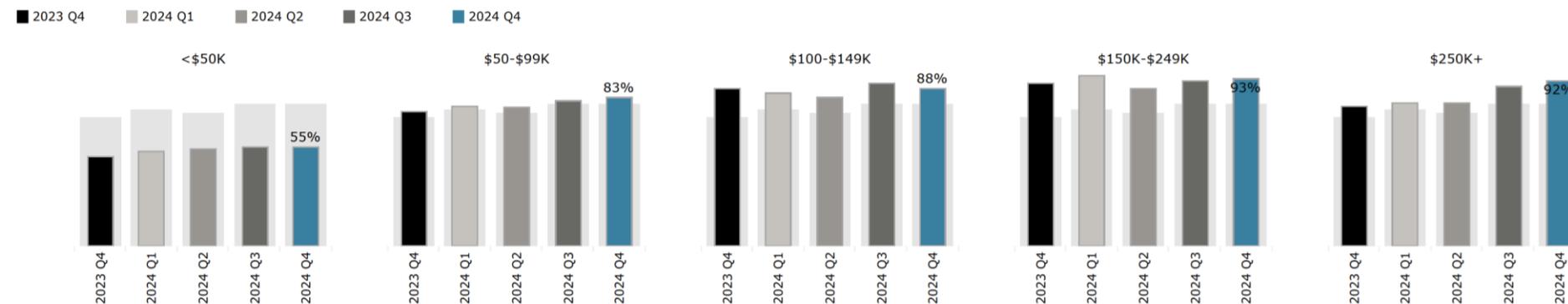
% Change vs. 2019 | U.S. total



Source: Tourism Economics via U.S. Travel Recovery Tracker

Planning Leisure Travel Within the Next 12 Months

% of American Consumers Planning Travel by Household Income (Calendar Year)



Note: Light gray bars represent the average for all survey respondents
Source: MMGY Global's Portrait of American Travelers



DOMESTIC TRAVEL FORECAST

Feb '25

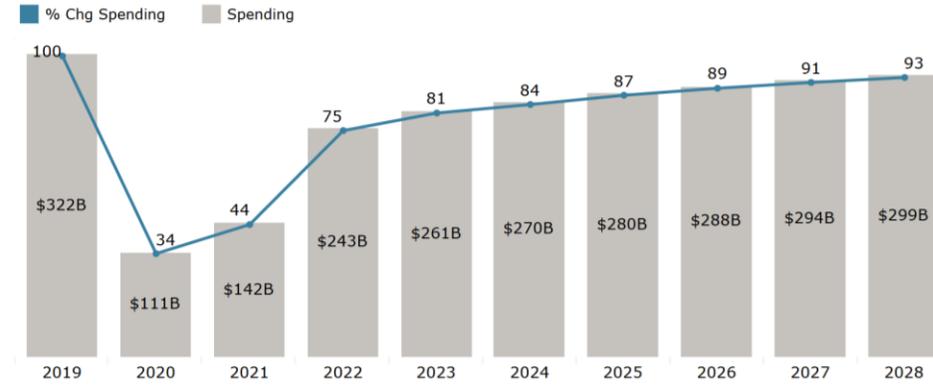
Real Domestic Leisure Travel Spending

Forecasted recovery, relative to 2019 (index, 2019=100)



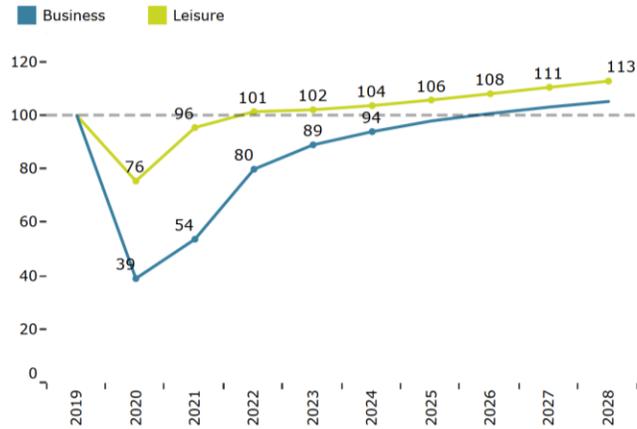
Real Domestic Business Travel Spending

Forecasted recovery, relative to 2019 (index, 2019=100)



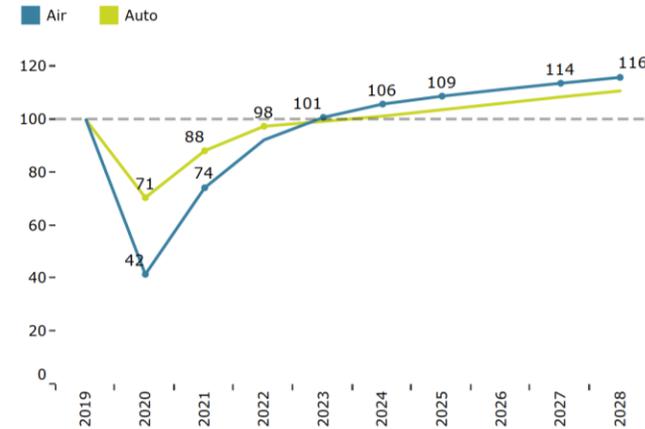
Leisure vs. Business Travel Volume

Forecasted recovery, relative to 2019 (index, 2019=100)



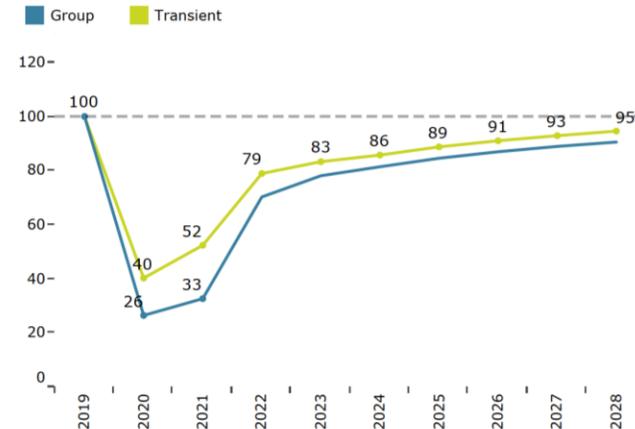
Auto vs. Air Travel Volume

Forecasted recovery, relative to 2019 (index, 2019=100)



Group vs. Transient Travel Spending

Forecasted recovery, relative to 2019 (index, 2019=100)



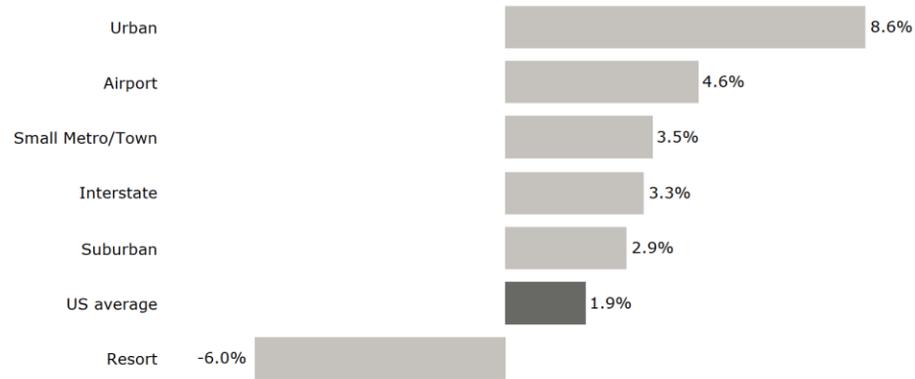
Forecast as of December 2024
Source: Tourism Economics via U.S. Travel Recovery Tracker



U.S. HOTEL FORECAST

Feb '25

U.S. Actual RevPAR Growth by Location
February 2025, % change relative to 2019



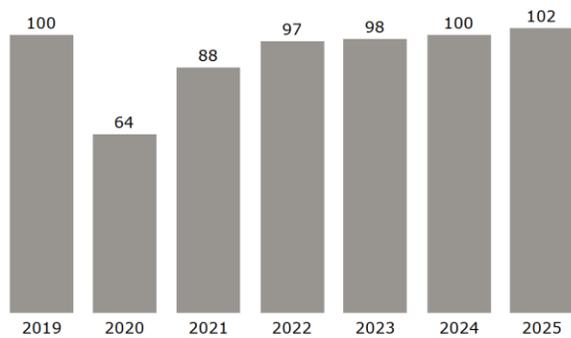
Source: STR

U.S. Hotel Forecast Summary
YOY % change, Forecast released February 2025

	2020	2021	2022	2023	2024	2025	2026
Supply	-4.0%	4.9%	1.7%	0.2%	0.5%	0.9%	1.3%
Occupancy	-33.4%	31.0%	8.8%	0.7%	0.0%	0.2%	0.1%
Demand	-36.0%	37.4%	10.6%	0.9%	0.5%	1.1%	1.4%
ADR	-21.6%	20.7%	19.9%	4.3%	1.7%	1.6%	2.0%
RevPAR	-47.8%	58.2%	30.4%	5.0%	1.8%	1.8%	2.1%
RevPAR relative to 2019	-47.8%	-17.2%	8.0%	13.4%	15.4%	17.5%	19.9%

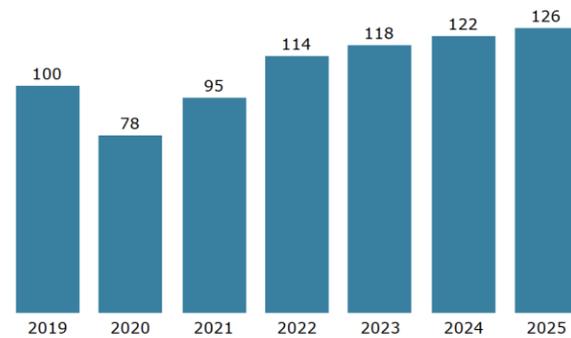
Note: RevPAR reflects standard methodology
Source: STR; Tourism Economics

Occupancy Index
Index (2019 = 100)

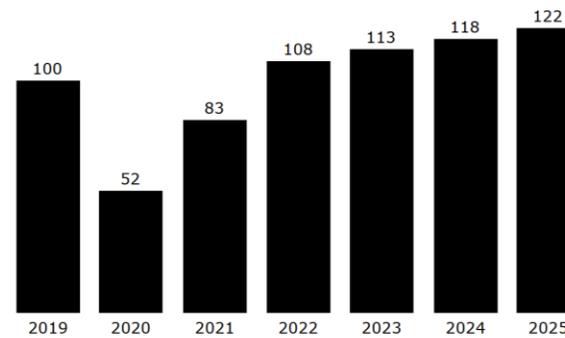


Note: RevPAR reflects standard methodology
Source: STR; Tourism Economics

ADR Index
Index (2019 = 100)



RevPAR Index
Index (2019 = 100)



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THANK YOU.



ARGENTUM LAW

FOR DISTRIBUTION – NOT SUBJECT TO ATTORNEY/CLIENT PRIVILEGE

To: RSCVA Board of Directors

From: RSCVA Legal Counsel

CC: Mike Larragueta

Date: April 18, 2025

Subject: Waiver of the General Services Allocation payment from the City of Reno to the RSCVA for fiscal year 24/25 provided for in the Downtown Events Center Operating Agreement between the RSCVA and City of Reno for the management of the Reno Events Center and National Bowling Statement

The City of Reno is the owner of the Reno Events Center (“REC”) and National Bowling Stadium (“NBS”, and together with the REC, the “Facilities”). Pursuant to that certain Downtown Events Center Management Agreement with an effective date of June 1, 2002 (the “Agreement”), a copy of which is attached hereto as **Exhibit A**, the City of Reno contracted with the RSCVA to operate and manage the Facilities. The Agreement provides for an initial term of ten (10) years, subject to the right of the RSCVA to extend the term for two (2) additional ten (10) year terms. The RSCVA exercised its extension rights in June of 2012, and again in June of 2022, extending the current term of the Agreement through May of 2032.

Section 3 of the Agreement outlines the scope of services to be performed by the RSCVA at its expense in operating/managing the Facilities. Section 11 of the Agreement outlines the allocation of the costs for maintenance and repairs to the Facilities. Per Section 11 of the Agreement, as the owner of the Facilities, the City of Reno is required to pay the cost of capital repairs, and the RSCVA is required to pay the cost of routine/minor repairs and maintenance. The City of Reno and the RSCVA have previously agreed that anything over \$10,000 shall be deemed a capital repair and the obligation of the City of Reno.

Section 10 of the Agreement requires the RSCVA to prepare and submit to the City of Reno an annual operating budget for the Facilities containing, at a minimum, projected income and expense statements, projected year-end balance sheet, and projected sources and application of funds. Section 8 of the Agreement further provides for a revenue split between the City of Reno and RSCVA in the event the operation of the Facilities generates “Net Income.” As defined in the Agreement, Net Income means the amount by which operating income from all sources related to the Facilities (excluding Subsidies) exceeds all expenses of operating the Facilities

(excluding the General Services Allocation). If Net Income is generated, the City of Reno and RSCVA split the Net Income with sixty percent (60%) going to the City of Reno and forty percent (40%) going to the RSCVA. Since the execution of the Agreement in 2002, the REC and NBS have operated at a loss and failed to generate Net Income.

Section 7 of the Agreement provides that for each year the operation of the Facilities does not generate Net Income, the City of Reno will pay a General Services Allocation to the RSCVA “which shall consist of a reasonable allocation of RSCVA costs not directly attributable to the [Facilities], but reasonably necessary to support the operation of the [Facilities], including, but not limited to, reasonable and customary charges for management and administration, human resources, accounting, information technology, storage and set-up services”.

The Agreement establishes the initial General Services Allocation for the first year of the Agreement to be \$200,000, with annual increases calculated pursuant to the terms of the Agreement¹. The General Services Allocation attributable to fiscal year 24/25 is currently estimated to be in the amount of approximately \$353,000 payable to the RSCVA by the City of Reno.

The City of Reno has requested that the RSCVA forgo its right to receive payment of the General Services Allocation for fiscal year 24/25, and that the Board of Directors authorize staff to engage with the City of Reno to discuss the Agreement, and any additional potential additions/revisions to the Agreement, such potential additions/revisions to the Agreement to be presented to the Board for consideration at a future meeting.

POTENTIAL MOTIONS:

I hereby move to waive payment of the General Services Allocation provided for in the Downtown Events Center Operating Agreement between the City of Reno and RSCVA for the management of the National Bowling Stadium and Reno Events Center for fiscal year 24/25.

I hereby move to authorize staff to engage in discussions with the City of Reno to identify other additions or revisions sought by the City of Reno to the Downtown Events Center Operating Agreement, such additions or revisions to be brought back to the Board at a future meeting for consideration.

¹ During the first five years of the Agreement the General Services Allocation was increased by 3% annually. Thereafter, the General Services Allocation is increased annually by an amount tied to the Consumer Price Index – All Urban Consumers.

Exhibit A

Downtown Events Center Operating Agreement

[see attached]

DOWNTOWN EVENTS CENTER OPERATING AGREEMENT

THIS DOWNTOWN EVENTS CENTER Operating Agreement (the "Agreement") is made effective on the Effective Date, as defined herein, by and between the City of Reno, Nevada, a municipal corporation, hereinafter referred to as the "City", and The Reno-Sparks Convention and Visitors Authority ("RSCVA"), a political subdivision of the County of Washoe, Nevada, organized and operating pursuant to NRS Chapter 244A, hereinafter referred to as the "RSCVA".

RECITALS

WHEREAS, the City shall or shall cause one or more entities to construct, equip, fixture, and furnish an events center in the City of Reno (the "Downtown Events Center") as more fully defined herein, (the "Facility"); and,

WHEREAS, the City desires to engage RSCVA to perform certain services, with respect to the Downtown Events Center commencing on the Effective Date of this Agreement, and to manage and operate the Downtown Events Center once it is fully operational; and

WHEREAS, the RSCVA desires to accept such engagement; and

WHEREAS, the City and RSCVA (the "Parties") intend that the National Bowling Stadium (the "NBS") and the real property upon which it is located (the "NBS Property") as described in Exhibit A to the Facilities Agreement by and among the City and the Redevelopment Agency of the City of Reno (the "Agency") dated as of the 26th day of March, 2002 (the "Facilities Agreement"), currently owned by Washoe County, a political subdivision of the State of Nevada (the "County"), and operated by the RSCVA be transferred from the County to the City, subject to terms of an interlocal agreement among the County, the City and the RSCVA attached to the Facilities Agreement as Exhibit B; and,

WHEREAS, this Agreement and the Facilities Agreement are equivalent to and replace the Management and Operation Agreement referred to in the interlocal agreements previously entered into by and among the Agency, the City, the RSCVA and the County with respect to the Downtown Events Center.

WHEREAS, the Parties further intend for the City to acquire such additional land as may be necessary or useful (the "Necessary Property") for the construction and operation of the Downtown Events Center; and

WHEREAS, the Parties intend that the Agency will manage the rehabilitation of the existing NBS building as part of the Downtown Events Center and the construction of such additional facilities as are necessary to complete the Downtown Events Center

and that the RSCVA will assume responsibility for the operation of the Downtown Events Center pursuant this Agreement; and

WHEREAS, the City adopted a bond ordinance (the "Bond Ordinance") on March 26, 2002, authorizing the issuance of bonds (the "City Bonds") the proceeds of which, in addition to debt issuance and reserve requirements, will be used to retire the County's and the RSCVA's current financing of the NBS, pay for the Agency's acquisition cost of the NBS land, pay for the City's acquisition costs for the Necessary Property, and pay the Agency's predevelopment, consultant, development, rehabilitation and construction costs for the Downtown Events Center; and

WHEREAS, the Parties intend that the total cost of the Agency's acquisition cost of the NBS land, payment for the City's acquisition costs for the Necessary Property, and payment for the Agency's predevelopment, consultant, development, rehabilitation and construction costs for the Downtown Events Center to be paid for from the City Bonds shall not exceed Sixty Five Million Dollars (\$65,000,000); and

WHEREAS, at present the RSCVA receives the proceeds of a one percent (1%) countywide room tax ("One Percent Revenue") to support the NBS, previously pledged to support bonds issued by the County and used to repay medium term bonds issued by the RSCVA for the construction of the NBS (collectively, the "County Bonds"), and once the County Bonds have been redeemed, defeased or otherwise paid in full, the RSCVA intends to assign the One Percent Revenue to the City to partially support the City Bonds.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of all is hereby recognized, the parties agree as follows:

SECTION 1 **DEFINITIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provision which follow, the definitions and identifications set forth below, in the above preambles, and elsewhere in this Agreement are considered to be correct and true and are agreed upon by the parties.

Capital Improvements: Capital Improvements shall consist of alterations or renovations of items that would be considered capital costs pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), and which would be subject to a depreciation schedule of five (5) years or more pursuant to the Code plus any land and land improvements that would be included in land basis pursuant to the Code. Capital Improvements shall specifically include, but not be limited to, the non-routine repair and replacement, not covered by any insurance policy, of the Facility foundation, roof, exterior walls, utilities, sidewalks, curbs, parking areas, doors, windows, glass, interior

walls, floors, ceilings, and other structural portions of the Facility, carpeting, other floor coverings, painting, other wall coverings, heating and ventilation, air conditioning, refrigeration, plumbing, mechanical, elevator, sprinklers, fire/life/safety equipment, security and energy management systems, and any alterations or renovations required under the Americans with Disabilities Act of 1990.

City: The City of Reno, acting through the Reno City Council and/or designated staff.

Contract Administrator: The City Manager or his/her designee.

Core Group: Group consisting of the Director of the Reno Redevelopment Agency, a representative from both the construction management firm and the architectural firm, the Redevelopment Agency's assigned project manager, and a representative from RSCVA who has knowledge of and experience with the operation of convention centers and entertainment venues.

Effective Date: The date the City Bonds are issued and the County Bonds are defeased.

Facility: The Downtown Events Center is located in the City of Reno, Nevada. The location of the Facility is depicted on Exhibit A attached hereto. The Downtown Events Center includes the NBS. The Downtown Events Center includes meeting rooms, common areas, lobby areas, offices, storage and utility facilities, other spaces, ground, sidewalks, and parking areas surrounding it and adjacent thereto. The term "Facility" includes Initial FF&E as defined herein.

Facility Operating Fund: The fund established by the RSCVA for the Facility.

Fiscal Year: The period of July 1 in one year to June 30 of the next year.

General Manager: An individual named by the RSCVA who is qualified and has experience in the management of similar facilities.

General Services Allocation: The General Services Allocation as set forth in Section 7.

Initial FF&E: Equipment and facilities, furniture, displays, fixtures and similar property which exist as of the Effective Date or which the City will provide pursuant to its obligation to construct, equip, fixture and furnish the Facility.

Net Income: The amount by which operating income from all sources related to the Facility (excluding any Subsidy) exceeds all expenses of operating the Facility (excluding the General Services Allocation).

New FF&E: Equipment and facilities, furniture, displays, fixtures and similar property which the RSCVA provides to replace, repair or add to the Initial FF&E.

Operating Term: The Operating Term as defined in Section 2.1 of this Agreement.

Operating Year: The Stub year commencing on the Effective Date and ending on June 30, 2002, and each July 1st to June 30th fiscal year thereafter during the Operating Term.

RSCVA: a political subdivision of the County of Washoe, Nevada, organized and operating pursuant to NRS Chapter 244A, and acting through the RSCVA Board of Directors and/or designated staff.

Stub year: The year commencing with the Effective Date and ending on June 30, 2002.

Subsidy: The Subsidy as defined in Section 5.

SECTION 2

TERM OF THE AGREEMENT

2.1 Unless sooner terminated pursuant to the provisions of this Agreement, the initial term of this Agreement shall begin on the Effective Date and shall terminate on the date which is ten (10) years after the Effective Date. The RSCVA, at the RSCVA's sole option, may extend the term of this Agreement for two (2) additional periods of ten (10) years each by providing notice of the extension to the City no more than ninety (90) days nor fewer than (30) days before the end of the initial term or the first extended term, as applicable. The initial term and the extended terms shall be referred to in this Agreement as the "Operating Term."

2.2 The Parties may mutually agree to extend the term indefinitely in ten (10) year periods.

2.3 Notwithstanding any other provision contained in this Agreement, the pledge and assignment of the One Percent Revenues in Section 4.1 and the Federal Tax Covenant in Section 4.2 may not be terminated or modified in any manner adverse to the interests of the holders of any of the Bonds, while the Bonds are outstanding and unpaid.

SECTION 3

SCOPE OF SERVICES

3.1 City hereby engages RSCVA as an independent contractor to perform the services hereinafter described. In no event shall RSCVA hold itself out as, act as, or be the agent of the City.

3.2 RSCVA, through its designated representative, will participate as a member of the Core Group and by its participation will:

3.2.1 Contribute to the review and development of operating and business plans, to the comprehensive technical review of project drawings, to the review of reports submitted with the conceptual drawing, design development and construction drawing plan submissions.

3.2.2 Contribute to, assist, and advise the design team regarding development of telecommunications and computer systems, Facility technology, parking systems, food service systems and other like aspects of the Facility.

3.2.3 Advise on Initial FF&E acquisition.

3.3 RSCVA will perform and furnish management services and materials needed to operate, supervise, manage and maintain the Facility in the most efficient manner consistent with the operations of other similar RSCVA facilities.

The RSCVA's obligations shall include, but not be limited to, the performance of the following obligations, subject to controls and restrictions as stated elsewhere in the Agreement:

3.3.1 Manage the Facility, including, but not limited to, purchasing, payroll, fire prevention, security, routine repairs, preventative maintenance, janitorial services, promotions, advertising, sales, marketing, energy conservation, security, admission procedures, and general user services.

3.3.2 Administer, assure compliance with, negotiate and execute service contracts, vendor agreements, user/rental agreements, booking commitments, licenses, and all other documents required in the ordinary course of business in operating the Facility.

3.3.3 Require that all users of the Facility execute rental/user agreements in accordance with the RSCVA's standard form.

3.3.4 Cause such acts and things to be done in and about the Facility as shall be necessary to its operation, control, supervision and maintenance, all in compliance with all statutes, ordinances, laws, rules, regulations and requirements under Federal, State, City and other local authority.

3.3.5 Operate and maintain the Facility, including the equipment, and security and any improvements other than Capital Improvements made during the term of this Agreement, in a manner consistent with other similar RSCVA facilities. At the conclusion of the term of this Agreement, or any extensions thereto, the City shall retain ownership of the Facility, including improvements made during the term of the Agreement. All losses in inventory of the City-owned equipment shall be documented by the

RSCVA as soon as such losses are discovered by the RSCVA and the City shall be promptly notified; and the RSCVA shall replace all such City-owned equipment damaged as a result of the RSCVA's negligence at the RSCVA's expense, except to the extent that the cost of such replacement is covered by insurance. The RSCVA shall replace Initial FF&E and shall provide New FF& E as necessary and appropriate to operate the Facility in accordance with this Agreement. At all times equipment maintenance shall meet or exceed manufacturer's recommendations. The RSCVA shall provide the Contract Administrator with reports customarily prepared by the RSCVA during its normal course of business regarding equipment, maintenance and repairs.

- 3.3.6 Maintain the Facility in the condition received, reasonable wear and tear excepted, and ensure that all repairs, replacements, and maintenance required under Section 9 shall be of a quality and class at least equal to the original work. The RSCVA shall cause all necessary minor repairs and improvements to be made to the Facility from those monies available in the annual operating budget. Any replacement of an item contained on the inventory schedule to be prepared prior to Facility opening or any new item added to the inventory shall be deemed the property of the RSCVA.
- 3.3.7 Establish and adjust prices, rates and rate schedules for user and occupancy agreements to be negotiated by the RSCVA in the course of its management of the Facility. Any rates established for the use of the Facility shall be comparable to rates charged for similar RSCVA facilities in this area.
- 3.3.8 Schedule events at the Facility in accordance with a priority booking policy. RSCVA will provide the City with a copy of its priority booking policy and a report of scheduled events as said reports are prepared by the RSCVA during its normal course of business.
- 3.3.9 Supervise and direct all the RSCVA's employees and personnel.
- 3.3.10 Provide accounting for the Facility in a manner consistent with the Chart of Accounts depicted in Exhibit B and maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles. The City shall have access to such records and supporting documents for audit purposes. The RSCVA will prepare a rolling three (3) year demand forecast, citing hall occupancy, number of events and attendance, by event type, and an operating plan, and a proposed annual operating budget in a format acceptable to the City and will provide the City with same.
- 3.3.11 Comply with the spending limitations imposed by the budget, including any amendment(s) thereto. However, if an extraordinary event involving a Capital Improvement or other extraordinary circumstance occurs, which could not reasonably be contemplated at the time the budget was prepared, the RSCVA will submit an amendment to the budget to the

Contract Administrator for review and approval, which approval will not be unreasonably withheld.

3.3.12 Provide an initial plan (which initial plan shall be consistent with the marketing study prepared by Conventions, Sports & Leisure "CSL") and an annual update of the current marketing plan for the promotion of the Facility and Facility events, consistent with the Annual Marketing Plan prepared by the RSCVA, which may contain the following elements:

- 1) Market research;
- 2) Market position;
- 3) Marketing objectives;
- 4) Marketing strategies;
- 5) Booking priorities;
- 6) Targeted events-local, regional, national and international;
- 7) Targeted meetings, conventions and trade shows;
- 8) Event management and marketing as well as corporate sponsorships;
- 9) Event marketing;
- 10) Advertising opportunities at the local, regional and national level;
- 11) RSCVA's attendance at various trade shows, conventions and seminars; and
- 12) Coordination with other facilities under management by the RSCVA.

3.12.13 Oversee risk and security management and Facility insurance needs.

3.12.14 Manage box office.

3.12.15 Manage parking services, if applicable and requested by the City, and administer related contracts.

SECTION 4

ASSIGNMENT AND PLEDGE OF ONE PERCENT REVENUES

4.1 At the present, the RSCVA receives the proceeds of a one percent (1%) countywide room tax ("One Percent Revenue") to support the NBS, previously pledged to support the County Bonds. On the Effective Date, the RSCVA assigns and pledges the One Percent Revenue to the City to be used for the purpose of paying principal and interest on the City Bonds and meeting the City's other obligations under the Bond Ordinance, effective upon the defeasance of the County Bonds. From and after such defeasance, the One Percent Revenues shall be applied as provided in the Bond Ordinance; PROVIDED, HOWEVER, the acquisition and development costs for the Facility funded by the City Bonds shall not exceed Sixty Five Million Dollars (\$65,000,000), as provided in the recitals to this Agreement and for the purposes of the

assignment of the One Percent Revenues, the recitals to this Agreement shall be considered contractual and not merely recitals. Once it takes effect, this pledge and assignment is irrevocable for as long as the City Bonds and any bonds refunding those Bonds are outstanding. If One Percent Revenues are more than sufficient to pay principal and interest on the City Bonds and meet the City's other obligations under the Bond Ordinance, those Revenues shall be used for the purposes permitted in Section 37 of Ch. 19 of the 1991 Session Laws of the State of Nevada.

4.2. The City and the RSCVA each covenant for the benefit of the holders of the County Bonds, the holders of the City Bonds and the holders of any bonds that refund the City Bonds (the County Bonds, the City Bonds and any bonds that refund the City Bonds are collectively referred to as the "Bonds") that neither will take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of either Party, or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on any of the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on any of the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City, the County and the RSCVA in fulfilling the tax covenant contained in the ordinances and resolutions authorizing any of the Bonds have been met.

SECTION 5

COMPENSATION

5.1 Commencing with Fiscal year 2003-2004, for each year in which the Facility does not generate Net Income, and to the extent that excess room tax revenues, from the three room tax revenue sources (SB 112, SB 477, and SB221) pledged to repay the City Bonds, exist over the required debt service payment ("Excess Revenues"), the City will pay to RSCVA a subsidy of the lesser of the sum of Seven Hundred Thousand Dollars (\$700,000) or the actual deficit ("Subsidy"). Any Subsidy payment will be limited to the Excess Revenues for each year, not to exceed nine (9) years. In the event Excess Revenues are less than the Subsidy for a year, the shortfall may be recaptured in the next year in which a shortfall does not exist but such shortfall may not be recaptured in any year later than one year following such shortfall. The City agrees to place and the RSCVA will be placed in a first priority position to receive the Excess Revenues, however, this does not affect the limitations on the amount of Subsidy or the time limits set forth in this Section.

5.2 Any sums due under this Section 5, will be calculated by the RSCVA's external auditors after the fiscal year end. The cost of performing the audit will be included in operating costs. Any Subsidy sums provided for in this Section 5 will not be considered

income used to calculate Net Income. Within ninety (90) days after the end of the Stub year and each fiscal year thereafter, an audit letter will be provided to the RSCVA and the City stating the sums owed by the City to the RSCVA. Any monies owed to the RSCVA will be paid within thirty (30) days of the date of the audit letter.

SECTION 6

TERMINATION

6.1 The City and RSCVA shall each have the right to terminate this Agreement if the other Party fails to perform or comply with any of the terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof is given to the other Party. The Party noticing the default shall have the right to terminate this Agreement upon sixty (60) days notice after notice of the default is given as specified in Section 6.5.

6.2 RSCVA may terminate this Agreement if the City fails or refuses to complete Capital Improvement(s) deemed essential by the RSCVA to the operation of the Facility or the failure to complete said Capital Improvement(s) impairs RSCVA's ability to perform the scope of the services contemplated under this Agreement, or the failure to complete said Capital Improvement(s) causes a hazardous or life-threatening condition to exist at the Facility.

6.3 Upon the effective date of a termination notice pursuant to Section 6.1 above or upon mutual agreement to terminate, the RSCVA shall (unless the notice directs otherwise); (i) promptly discontinue all services and (ii) deliver or otherwise make available to the City satisfactory records and resources, including but not limited to copies of financial records, event list, and calendar which will allow a new operator to continue management and operation of the Facility. The RSCVA is not obligated to provide any proprietary information. The RSCVA shall advise the City of the general nature of all information it considers proprietary and shall provide the City with an explanation of why it reasonably considers the information to be proprietary. The City has the right to challenge the RSCVA's designation of information as proprietary. In case of a dispute regarding whether the information provided is complete or information withheld is proprietary, the Parties shall use the Dispute Resolution Process set forth in Section 27 of this Agreement.

6.4 In the event of termination pursuant to Section 6.1 above, the City may, in its discretion, assume the work and see that the same is completed by agreement with another party, including subcontractors of the RSCVA, or otherwise, all without liability to the RSCVA.

6.5 In addition to the events of default set forth in Section 6.1, the following shall constitute events of default upon the occurrence of which the City or RSCVA may give a sixty (60) day notice of termination of this Agreement:

- 6.5.1 The occurrence of any act or omission on the part of one Party that deprives the other Party of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized;
- 6.5.2 The filing by or against the other Party of any petitions in bankruptcy;
- 6.5.3 The abandonment of the Facility by the RSCVA or the discontinuance by the RSCVA, without written consent of the City, of any significant operations or services being performed by the RSCVA pursuant to the provisions of this Agreement which could detrimentally impact the ability of the RSCVA to generate a Net Income from the operation of the remaining operations or services;
- 6.5.4 The commission of any criminal or fraudulent act in the course of performing this agreement by an officer or management personnel of the City or the RSCVA causing material damage to the other Party to this Agreement.

6.6 The exercise by the City or RSCVA of remedies and rights provided herein shall in no way affect any other right or remedy available to the City or RSCVA.

6.7 Upon termination, the RSCVA will tender the Facility premises and all Initial FF&E, if any, to the City. RSCVA will retain ownership of and may remove all new FF&E. The City may purchase any new FF&E at its depreciated value as agreed by the RSCVA.

6.8 Upon termination of this Agreement under this Section 6, the following provisions of this Agreement shall survive: the pledge and assignment of the One Percent Revenues in Section 4.1, the Federal Tax Covenant in Section 4.2 and the Indemnification provisions in Section 15. This Section exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

SECTION 7

GENERAL SERVICES ALLOCATION

7.1 Commencing with the Stub year, for each year in which the Facility does not generate Net Income the expense statements will include a General Services Allocation, which shall consist of a reasonable allocation of RSCVA costs not directly attributable to the Facility but reasonably necessary to support the operation of the Facility, including, but not limited to, reasonable and customary charges for management and administration, human resources, accounting, information technology, storage and set-up services.

7.2 The initial General Services Allocation will be \$200,000 per year accounted for in a manner consistent with Exhibit B. Each year thereafter the allocation will increase by

three percent (3%) per year. After the fifth year of the Term of this Agreement, the General Services Allocation (as increased by four (4) annual increases of three percent (3%) per year) will be increased by an amount equal to the Consumer Price Index for All Urban Consumers as prepared by the U.S. Department of Labor or a successor federal agency. If such Index is no longer generally available, the Parties will mutually determine an appropriate comparable alternative index to be used for future increases of the General Services Allocation.

7.3 The General Services Allocation will be calculated by the RSCVA's external auditors after the fiscal year end. The cost of performing the audit will be included in operating expenses. The General Services Allocation provided for in this Section 7 will not be considered an operating expense item used to determine Net Income. Within ninety (90) days after the end of the Stub year and each fiscal year thereafter, an audit letter will be provided to the RSCVA and the City stating the sums owed by the City to the RSCVA. Any monies owed by the City to the RSCVA will be paid by the City within thirty (30) days of the date of the audit letter.

SECTION 8 **ALLOCATION OF NET INCOME**

8.1 For each year in which the Facility generates Net Income, as determined by RSCVA's external auditors, the City shall be entitled to sixty (60%) of the Net Income and the RSCVA shall be entitled to forty (40%) of the Net Income.

8.2 The split of Net Income shall be calculated by the RSCVA's external auditors after the fiscal year end. The cost of performing the audit will be included in operating costs. Within ninety (90) days after the end of the Stub year and each fiscal year thereafter, an audit letter will be provided to the RSCVA and the City stating Net Income to which each Party is entitled.

SECTION 9 **OWNERSHIP**

9.1 The City will retain ownership of the Facility and Initial FF&E. RSCVA shall own and retain ownership of New FF&E. RSCVA shall own all data and other electronic files generated by RSCVA through the use of either the City's or RSCVA's data process programs and software in operating the Facility.

9.2 Any data, equipment or materials furnished by the City to the RSCVA shall remain the property of the City, and when no longer needed for the performance of this Agreement, shall be returned to the City. Any data, equipment or materials and New FF&E furnished by the RSCVA in the course of managing and operating the Facility shall remain the property of the RSCVA.

SECTION 10 **OPERATING BUDGET**

The RSCVA agrees that it will provide and present a line item budget for the Facility in accordance with RSCVA financial policies and procedures then in place. Said budget shall be consistent with the format of Exhibit B attached hereto and will include, at a minimum, a projected income and expense statement and projected year-end balance sheet and statement of projected sources and applications of funds. RSCVA will provide the Contract Administrator and the City Council with a copy of the annual budget for the facility and any amendments thereto.

SECTION 11

CAPITAL IMPROVEMENTS AND REPAIRS

11.1 The City retains the responsibility for Capital Improvements to the Facility, and will establish and maintain a reserve fund sufficient to fund Capital Improvements; however, the City is under no obligation to make such improvements. The City shall consult with the RSCVA regarding capital expenditures, but the City's actual appropriation of funds for such capital expenditures for repairs improvements and maintenance shall be at the City's sole discretion. The RSCVA agrees to annually provide to the Contract Administrator, in accordance with the RSCVA's requirements, a schedule of items that can be reasonably anticipated as necessary capital expenditures. The purpose of such a schedule is to allow the Contract Administrator to consider for inclusion such projects in its budget for the ensuing year and to prepare and update a long-range (five year) capital expenditure budget. The RSCVA's failure to list particular items or projects shall not be deemed a waiver of City's responsibility to make such capital improvements.

11.2 The RSCVA retains the responsibility for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing, not covered by any insurance policy, to the equipment, machinery, and systems on the Premises, including the heating and ventilation, air conditioning, refrigeration, plumbing, mechanical, elevator, sprinklers, fire/life/safety equipment, security and energy management systems. The costs incurred will be an operating expense in accordance with the approved budget.

11.3 The cost of all repairs shall be paid by the RSCVA from that line of the operating budget allocated for repairs. The RSCVA shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to the original work.

11.4 If any repairs are of an emergency nature, the RSCVA shall make such repairs in accordance with the following provisions:

The City shall reimburse the RSCVA for the full amount of the emergency repair to capital improvement items. An emergency repair is defined herein as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or

property, or affects the success of an event as contracted, and was not the result of lack of preventative maintenance or improper operation.

SECTION 12
PERSONNEL

12.1 All personnel employed at the Facility shall be employees of the RSCVA and not of the City. The RSCVA shall select the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment relating to such employees.

12.2 The RSCVA shall be responsible for the total operation of the Facility.

SECTION 13
AGREEMENT MONITORING AND GENERAL MANAGER

13.1 The City shall monitor the RSCVA's compliance with the terms of this Agreement through the Contract Administrator. RSCVA also agrees to name a specific individual to monitor the Agreement; whom at present shall be Lynn Thompson.

13.2 The City's Contract Administrator shall be the City Manager or his/her designee and shall have such authority as set forth in this Agreement. Any and all references in this Agreement requiring City participation shall mean the Contract Administrator. The City's Contract Administrator:

- 13.2.1 Shall be the liaison between the RSCVA and the City on all matters relating to this Agreement.
- 13.2.2 Shall be responsible for ensuring that any information supplied by the RSCVA is properly distributed to the appropriate City Departments.
- 13.2.3 Shall be responsible for the monitoring and assessment of the quality of services provided by the RSCVA and contract compliance by the RSCVA.

13.3 The RSCVA agrees to name a qualified individual with experience in the management of similar facilities as the General Manager of the Facility. The General Manager:

- 13.3.1 Shall be the day-to-day liaison between the Contract Administrator and the RSCVA on all matters relating to this Agreement.
- 13.3.2 Shall be responsible for the day-to-day management and supervision of the Facility.

13.3.3 Shall be responsible for providing supervision and direction to Facility employees.

13.4 Complaints received by the City regarding the conduct or manner of operation of the Facility shall be addressed by the RSCVA through the Contract Administrator.

SECTION 14

USER/RENTAL AGREEMENTS

14.1 The RSCVA's General Manager shall have the authority to execute user/rental agreements for the use of the Facility. Such agreements shall include indemnification and insurance requirements. The RSCVA shall establish and charge such rates for the Facility as is comparable with rates charged for similar RSCVA facilities in this area, or deemed prudent to attract business to the facility.

SECTION 15

INDEMNIFICATION AND INSURANCE

15.1 To the extent allowed by law, the RSCVA and the City shall indemnify, hold harmless and defend the other Party, its agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of the indemnifying Party, its agents, servants or employees in the performance of services under this Agreement.

15.2 To the extent allowed by law, the RSCVA and the City shall indemnify, hold harmless and defend the other Party, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of the indemnifying Party not included in subsection 15.1 above and for which the indemnified Party, its agents, servants or employees are alleged to be liable.

15.3 The execution of this Agreement by the RSCVA and the City shall obligate the RSCVA and the City to comply with the foregoing indemnification provisions. Notwithstanding any other term or condition of this Agreement, the above indemnification provisions shall survive the termination of this Agreement.

15.4 The RSCVA will provide the City with a proof of insurance evidencing coverage in acceptable limits.

15.4.1 The RSCVA agrees to maintain commercial general liability insurance, automobile liability insurance, if applicable, and workers' compensation insurance, if applicable, during the life of this Agreement. No modification or change from these specifications shall be made without the City's approval.

- 15.4.2 All insurance policies shall be rated no less than A VIII, in the most recent "Best" insurance guide and shall be licensed in the state of Nevada or as otherwise agreed by the parties, and shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved to the extent not otherwise required by this Agreement.
- 15.4.3 Any commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy shall name City as an additional insured. Any workers' compensation policy shall contain a waiver of all rights of subrogation against City.
- 15.4.4 Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice of cancellation or material change in the terms and provisions of the applicable policy.
- 15.4.5 If RSCVA subcontracts any of the Services provided for under this Agreement, RSCVA shall either:
- Cover all subcontractors under its policies of insurance;
 - or
 - Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein.

Whichever option is chosen, RSCVA shall indemnify and hold harmless City as to any and all damages, claims or losses, including attorney's fees, arising out of the negligence or other actionable fault of its subcontractors.

15.5 The City will maintain insurance coverage for the Facility's real property and improvements and will name the RSCVA as an additional insured for the Facility.

- 15.5.1 If the City subcontracts any of the capital improvements or other obligations of the City required under this Agreement, City shall either:
- Cover all subcontractors under its policies of insurance;
 - or
 - Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein.

Whichever option is chosen, the City shall indemnify and hold harmless the RSCVA as to any and all damages, claims or losses, including attorney's fees, arising out of the negligence or other actionable fault of its subcontractors.

SECTION 16

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS,
REGULATIONS AND RULES AND OTHER LAWS**

16.1 In the course of performing this Agreement, RSCVA and the City shall observe the provisions of applicable Federal and Nevada law prohibiting acts of discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin ancestry, or age;

16.2 In all solicitations or advertisements for employees, RSCVA shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Nevada Equal Rights Commission ("NERC");

16.3 In the course of performing this Agreement, If RSCVA or the City fails to comply with applicable Federal and Nevada law, said Party shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the other Party;

16.4 In the course of performing this Agreement, if RSCVA or the City is found guilty of a violation of Federal and/or Nevada law prohibiting discrimination under a decision or order of the commission which has become final, said Party shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the other Party; and

16.5 RSCVA and the City shall comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state, and local laws, ordinances and regulations applicable to this project and will furnish any certification required by any federal, state or local governmental agency in connection therewith.

16.6 RSCVA shall include the provisions of paragraphs (1) through (5) above in every subcontract so that such provisions will be binding upon such subcontractor.

**SECTION 17
FORCE MAJEURE**

Except as otherwise provided herein, neither Party shall be obligated to perform, and neither Party shall be deemed to be in default of its performance, if prevented by: (a) fire not caused by negligence of either Party, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion occurring at the Facility, or; (b) any law, ordinance, rule; regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement other than those occurring as a result of an act or omission of the RSCVA.

SECTION 18
ASSIGNMENT

The City is entering into this Agreement in recognition of and in reliance on the expertise, reliability, and competence of the RSCVA and its management in matters pertinent thereto. The performance of the obligations imposed upon the RSCVA under the Agreement will not be assignable by it to any other party unless the City consents to said assignment in writing, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this Section shall be void.

SECTION 19
NOTICES

All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, by generally recognized, prepaid, overnight air courier services, or by facsimile with confirmation. All such notices to either Party shall be deemed to have been provided when delivered to individuals or entities addressed below as shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. The designation of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other Party which shall be deemed effective ten (10) days after such notice of change is furnished to the other Party.

For City of Reno, Nevada:

City of Reno
Attn: City Manager
Post Office Box 1900
Reno, Nevada 89505

Street Address:
490 South Center
Reno, Nevada 89501

Facsimile: 775-334-3815

With copy to:
City Attorney
Post Office Box 1900
Reno, Nevada 89505

Street Address:
490 South Center, Room 204
Reno, Nevada 89501

For RSCVA:

Reno-Sparks Convention and Visitors Authority
Attn: Chief Executive Officer
Post Office Box 837
Reno, Nevada 89501

Street Address:
Executive Offices
One East First Street, 3rd Floor
Reno, Nevada 89501

Facsimile: 775-827-7686

Facsimile: 775-334-2420

SECTION 20
SEVERABILITY

If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21
ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the management and operation of the Facility; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document or referenced by this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written, provided, however, that this Agreement does not supercede or alter either (i) the interlocal agreement dated November 13, 2001 between the parties or (ii) the interlocal agreement dated December 11, 2001 among the parties and Washoe County, Nevada.

SECTION 22
APPLICABLE LAW

The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Nevada.

SECTION 23
INDEPENDENT CONTRACTOR

RSCVA is an independent contractor and as such is not an employee of the City. RSCVA is responsible for any and all federal, state and local taxes, if any.

SECTION 24
AMENDMENTS TO AGREEMENT

No alteration or variation of terms shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated therein shall be binding on any of the parties.

SECTION 25

DOWNTOWN EVENTS CENTER NAME AND LOGOS

The RSCVA may determine and sell, if it desires, the name of the Facility and/or any of its component parts. The name of the Facility, and/or component parts and the terms of any agreement regarding naming rights, is subject to the prior approval of the City, which approval shall not be unreasonably withheld. The RSCVA shall have the right to use, for the term of this Agreement, the Facility's name and logo on stationery, in advertising and whenever conducting business for the Facility. Any sums received for the sale of the name of the Facility shall be used for operating expenses or as otherwise agreed to by the City and RSCVA.

SECTION 26 WAIVERS, MODIFICATIONS, REMEDIES

No failure or delay by a Party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the Party against whom the enforcement of the change, waiver, or termination is sought. No waiver of any breach shall affect or alter this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

SECTION 27 DISPUTE RESOLUTION PROCESS

If any dispute arises between the Parties regarding the terms of this Agreement or the performance of either Party under this Agreement, the Parties agree to use the following dispute resolution process. First, the Executive Director of the RSCVA and the City Manager of the City shall endeavor to resolve the dispute. If the Executive Director and the City Manager are unable to resolve the dispute within thirty (30) days after either Party provides notice to the other Party that a dispute exists, then the RSCVA Board and the City Council shall appoint a subcommittee of each group to meet and attempt to resolve the dispute. If the two subcommittees are unable to resolve the dispute within thirty (30) days after the appointment of the two subcommittees, either Party may request mediation of the dispute in accordance with mediation procedures of the American Arbitration Association. If the two Parties are unable to resolve the dispute within thirty (30) days after the request for mediation, either Party may exercise any remedies the Parties may have at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate originals effective as of the Effective Date.

APPROVED AS TO FORM:

[Signature], atty for RSCVA

ATTEST:

Sydney H. Jones for
City Clerk

APPROVED AS TO FORM

Paula K. Brown
CITY OF RENO

CITY OF RENO

By: [Signature]
RSCVA

By: Mendy Elliott
Title: Chair

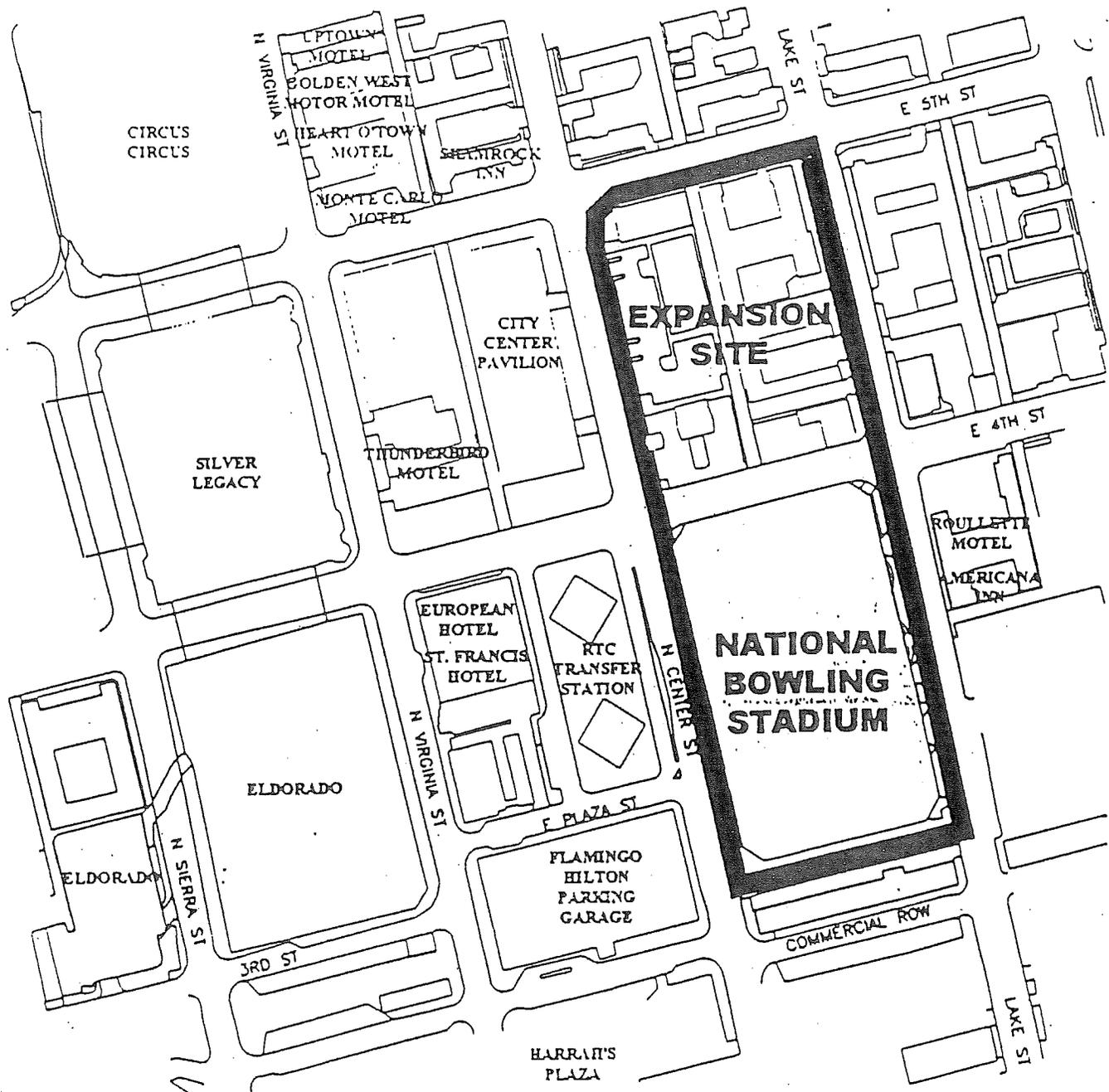
EXHIBIT A

Diagram of Location of Downtown Events Center

EXHIBIT B

Chart of Accounts/Pro Forma

Exhibit A: Downtown Events Center Location



Reno-Sparks Convention and Visitors Authority
Fiscal 2002-2003 Annual Forecast and Capital Budget

Exhibit B

Downtown Events Center

Fund 27130

Object #	Account #	Account Description
03		Payroll and Related
	0301	Wages - Management
	0305	Temporary Personnel Services
	0306	ABC/WIBC Labor Expense
	0308	Wages-Casual
	0310	Independent Contract Staffing
	0311	Group Insurance
	0312	Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medicare
	0320	Clothing & Uniform Expense
	0321	Employee Training
	0380	Vehicle Allowances
	0399	Miscellaneous Employee Expense
		Total Payroll and Related
04		Supplies and Services
	0401	Utilities - Electric
	0402	Utilities - Gas & Heat
	0403	Utilities - Water
	0404	Utilities - Sewer
	0405	Trash Removal
	0407	Fire Protection
	0410	Office Supplies Expenses
	0411	Maintenance Supplies
	0412	Janitorial Supplies
	0415	Miscellaneous Supplies
	0420	Postage & Freight
	0421	Communications
	0422	Printing and Binding
	0425	Fuel - Auto
	0430	All Building & Grounds Related Repairs
	0433	All Vehicle Related Repairs
	0444	All Equipment Related Repairs
	0450	Professional Services - Legal
	0452	Professional Services - Other
	0454	Elevator & Escalator Costs
	0460	Contractual Services
	0462	Equip. Lease & Maintenance Agmts.
	0463	Insurance
	0466	Bowling Ball Expense
	0467	Rental Bowling Shoe Expense
	0468	Repair & Maintenance Pinsetters
	0469	Bowling Lane Maintenance
	0470	Miscellaneous Expenses
	0471	Finance Charges
	0472	Equipment Rental
	0473	Dues and Subscriptions
	0474	Licenses
		NBS Membership Club
	0481	Credit Card Discounts
	0482	Audio - Visual Supplies
	0483	Bowling Pin Expense
	0486	Cost of Goods Sold
		Total Supplies and Services

Reno-Sparks Convention and Visitors Authority
 Fiscal 2002-2003 Annual Forecast and Capital Budget

Downtown Events Center
 Fund 27138

Object #	Account #	Account Description
05		Travel and Entertainment
	0501	Travel and Lodging
	0504	Registrations
	0505	Local Transportation
	0506	Entertainment
	0507	Meeting Expenses
		Total Travel and Entertainment
02		Capital Outlay
	0204	Major Repairs
	0212	Major Equipment
	0220	Minor Equipment
		Total Capital Outlay
06		Promotion and Advertising
	0601	Hospitality
	0603	Booth Expense
	0605	Brochures
	0606	Promotional Materials
	0610	Photography
	0611	Advertising Productions
	0612	Consumer Advertising
	0615	Other Advertising
	0620	Familiarization Tours
	0630	Promotions
	0645	Video Production
		Total Promotion and Advertising
07		Special Projects
	0715	Prizes & Awards
	0732	ABC Site Fees
	0733	NBS Non-Construction Capital
		Total Special Projects
		Total Expenditures and Uses
		Operating Revenues
	R105	Bowling Revenues
	R106	Tenant Lease Revenues
	R280	Stadium Club Rental
	R310	Rental Income
	R390	Miscellaneous Rev-NBS Memberships
	R490	Sign Leases
		Operating Revenues
		Departmental Profit or (Loss)

Reno-Sports Convention and Visitors Authority
 Fiscal 2002-2003 Annual Forecast and Capital Budget

DEC - Theater

Fund 27132

Object #	Account #	Account Description
03		Payroll and Related
	0301	Wages - Management
	0305	Temporary Personnel Services
	0308	Wages - Casual
	0311	Group Insurance
	0312	Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medicare
		Total Payroll and Related
04		Supplies and Services
	0415	Miscellaneous Supplies
	0422	Printing & Binding
	0455	Royalties and Fees
	0458	NBS Theater Film Costs
	0470	Miscellaneous
	0473	Dues and Subscriptions
	0474	Licenses
	0482	Audio - Visual Supplies
		Total Supplies and Services
05		Travel and Entertainment
	0501	Travel and Lodging
	0504	Registrations
	0506	Local Transportation
	0508	Entertainment
		Total Travel and Entertainment
02		Capital Outlay
	0212	Major Equipment
	0220	Minor Equipment
		Total Capital Outlay
06		Promotion and Advertising
	0605	Brochures
	0611	Advertising Productions
	0615	Other Advertising
	0660	Broadcast Media
	0662	Consumer Print Media
		Total Promotion and Advertising
		Total Expenditures and Uses
		Operating Revenues
	R354	Theater Revenues
	R109	Credit Card Discounts
	R360	Miscellaneous Revenue
		Operating Revenues
		Departmental Profit or (Loss)

Reno-Sparks Convention and Visitors Authority
 Fiscal 2002-2003 Annual Forecast and Capital Budget

DEC - Parking/Security
 Fund 27133

Object #	Account #	Account Description
03		Payroll and Related
	0301	Wages - Management
	0305	Temporary Personnel Services
	0308	Wages - Casual
	0311	Group Insurance
	0312	Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medicare
	0320	Clothing & Uniform Expense
	0321	Employee Training
	0399	Miscellaneous Employee Expense
		Total Payroll and Related
04		Supplies and Services
	0410	Office Supplies Expenses
	0415	Miscellaneous Supplies
	0420	Postage & Freight
	0421	Communications
	0460	Contractual Services
	0463	Insurance
	0470	Miscellaneous
	0473	Dues and Subscriptions
	0474	Licenses
		Total Supplies and Services
05		Travel and Entertainment
	0501	Travel and Lodging
	0505	Local Transportation
	0506	Entertainment
		Total Travel and Entertainment
02		Capital Outlay
	0220	Minor Equipment
		Total Capital Outlay
06		Promotion and Advertising
	0615	Other Advertising
		Total Promotion and Advertising
		Total Expenditures and Uses
		Operating Revenues
	RS20	Parking Revenues
		Operating Revenues
		Departmental Profit or (Loss)

DEC - Marketing
 Fund 27135

Object #	Account #	Account Description
03		Payroll and Related
	0301	Wages - Management
	0305	Temporary Personnel Services
	0308	Wages - Casual
	0311	Group Insurance
	0312	Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medicare
	0320	Clothing & Uniform Expense
	0321	Employee Training
	0385	Moving Expense
	0399	Miscellaneous Employee Expense
		Total Payroll and Related
04		Supplies and Services
	0410	Office Supplies Expenses
	0415	Miscellaneous Supplies
	0420	Postage & Freight
	0421	Communications
	0422	Printing & Binding
	0425	Fuel
	0433	Vehicle Repairs
	0460	Contractual Services
	0462	Equip. Lease & Maint Agr.
	0470	Miscellaneous Expenses
	0471	Finance Charges
	0473	Dues and Subscriptions
		Total Supplies and Services
05		Travel and Entertainment
	0501	Travel and Lodging
	0504	Registrations
	0505	Local Transportation
	0508	Entertainment
		Total Travel and Entertainment
02		Capital Outlay
	0220	Minor Equipment
		Total Capital Outlay

DEC - Marketing

Fund 27135

Object #	Account #	Account Description
		Promotion and Advertising
08	0601	Hospitality
	0602	Sales Representation
	0603	Booth Expense
	0605	Brochures
	0606	Promotional Materials
	0611	Advertising Productions
	0612	Consumer Advertising
	0615	Other Advertising
	0632	New Market Promotion
	0645	Video Productions
	0680	Broadcast Media
	0682	Consumer Print Media
		Total Promotion and Advertising
		Special Projects
07	0715	Prizes & Awards
	0730	Special Promotions
	0731	Special Event Promotions
	0732	ABC Site Fees
	0733	WIBC Costs
	0734	Special Event Production
	0750	NBS Costs and Promotions
		Total Special Projects
		Total Expenditures
		Revenues
R355		Commissions
		Total Revenues
		Departmental Profit or (Loss)



To: RSCVA Board of Directors

Date: 4/24/2025

Subject: Supporting Information for Agenda Item F1 - Consideration of Waiver of General Services Allocation Payment from the City of Reno for FY 2024/25.

Background:

Under the current Downtown Events Center Operating Agreement between the RSCVA and the City of Reno (the "Operating Agreement"), for the operations of the Reno Events Center and the National Bowling Stadium, the City is obligated to remit an annual General Services Allocation payment to the RSCVA. For FY 2024/25, this payment is estimated at \$353,000. The City of Reno has submitted a formal request for the RSCVA to waive its right to receive this payment for the upcoming fiscal year.

Facilities Losses:

Below is a summary of historical losses for Reno Events Center and the National Bowling Stadium. The GSA payment helps offset operational expenses that exceed revenue for these facilities.

	FY 25 through February	FY 24	FY 23
Facilities Revenues			
Reno Events Center	\$ 719,060	\$ 1,827,075	\$ 2,242,784
National Bowling Stadium	284,258	817,390	1,646,839
Subtotal - Facilities Revenues	1,003,318	2,644,465	3,889,623
Facilities Expenses			
Reno Events Center	(1,731,186)	(2,990,901)	(2,889,839)
National Bowling Stadium	(2,197,450)	(3,818,687)	(4,012,885)
Subtotal - Facilities Expenses	(3,928,636)	(6,809,588)	(6,902,724)
Facilities Losses			
Reno Events Center	(1,012,125)	(1,163,826)	(647,055)
National Bowling Stadium	(1,913,193)	(3,001,297)	(2,366,046)
Facilities Losses	\$ (2,925,318)	\$ (4,165,123)	\$ (3,013,101)



Capital Items Funded by RSCVA:

The Operating Agreement with the City of Reno requires the City of Reno to pay for capital improvements in excess of \$10,000 for the Reno Events Center (REC) and the National Bowling Stadium (NBS).

In addition to funding capital improvements under \$10,000, the RSCVA has voluntarily funded several capital projects exceeding \$10,000, outside of the contractual requirements, during the last several years, including:

- REC Suite Remodel – \$300,627
- NBS Laser Screen Projector – \$144,420
- REC Staging Upgrades – \$66,960
- NBS HVAC Inline Pumps – \$33,995
- REC Dressing Room Remodel – \$31,026
- REC Lighting Upgrades – \$18,133
- NBS Backup Battery – \$12,235

Financial Impact:

If the City of Reno's request to waive the FY 24/25 General Services Allocation payment in the amount of approximately \$353,000 is approved by the Board of Directors, the RSCVA may be required to implement offsetting cost-reduction measures at REC and NBS. These may include staffing adjustments, reductions in contracted services, and/or other expense reductions.

Sec. 5. Board: Composition; appointment, removal and terms of members; vacancies.

1. The Authority must be directed and governed by a Board of Trustees composed of nine persons.
2. The City of Reno must be represented on the Board by four members, the City of Sparks by two members and Washoe County by two members, appointed as specified in this section. The terms of all trustees appointed by the City Councils of the cities of Reno and Sparks and the Board of County Commissioners of Washoe County pursuant to this section before its amendment expire on July 1, 1981. On July 1, 1981:
 - (a) The City Council of the City of Reno shall appoint four trustees, two for terms of 2 years and two for terms of 4 years. Subsequent appointments must be made for terms of 4 years.
 - (b) The City Council of the City of Sparks shall appoint two trustees, one for a term of 2 years and one for a term of 4 years. Subsequent appointments must be made for a term of 4 years.
 - (c) The Board of County Commissioners of Washoe County shall appoint two trustees, one for a term of 2 years and one for a term of 4 years. Subsequent appointments must be made for terms of 4 years.
3. In addition to the members appointed pursuant to subsection 2, on July 1, 2001, the County Fair and Recreation Board of Washoe County shall appoint one trustee who represents consumers of services provided at the airport for a term of 4 years. Subsequent appointments must be made for terms of 4 years.
4. Each appointing authority:
 - (a) Other than the County Fair and Recreation Board of Washoe County, shall appoint a person to serve on the Board only if the appointing authority determines that the person:
 - (1) Has experience in the aviation, business or tourism industry;
 - (2) Has experience in finance or accounting; or
 - (3) Possesses such other qualifications that the appointing authority determines are necessary or appropriate for carrying out the duties of the Board; and
 - (b) May remove a member of the Board which it appointed only if the appointing authority determines that the member willfully neglected or refused to perform an official duty of the Board. An appointing authority shall not remove a member for exercising independent judgment.
5. A member of the Board of Trustees shall not serve for more than two terms.
6. The position of a member of the Board of Trustees must be considered vacated upon the loss of any of the qualifications required for the member's appointment, and in such event the appointing authority shall appoint a successor.
7. An appointment of a member of the Board of Trustees pursuant to the provisions of this section must be made not later than June 15 of the year in which the member is required to be appointed.

(Ch. 474, [Stats. 1977 p. 969](#); A—Ch. 668, [Stats. 1979 p. 1646](#); Ch. 83, [Stats. 1981 p. 181](#);
Ch. 409, [Stats. 2001 p. 2004](#); Ch. 413, [Stats. 2001 p. 2042](#); Ch. 2, [Stats. 2003 p. 117](#))



Reno-Sparks Convention and Visitors Authority

Interim Financial Report

February 2025



**Reno-Sparks Convention and Visitors Authority
Interim Financial Report
February 2025**

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RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Financial Summary by Category

	Eight Month Period Ended February 28,		Total Budget Fiscal Year 2025
	2025	2024	
Revenues			
Room Tax Collections	\$ 26,132,398	\$ 26,880,742	\$ 39,739,356
Tourism Surcharge	3,034,729	3,030,955	4,309,997
Facilities Revenues	3,687,056	5,293,209	7,358,789
Other Income	1,503,632	1,513,862	1,902,541
Total Revenues	\$ 34,357,815	\$ 36,718,768	\$ 53,310,683
Operating Expenses (by Category)			
Payroll & Related	\$ 11,480,039	\$ 10,126,051	\$ 19,111,658
Supplies & Services	6,834,634	7,765,248	13,654,422
Promotion & Advertising	6,747,079	6,311,478	10,136,707
Travel & Entertainment	575,401	644,578	2,193,900
Special Projects	1,060,676	1,312,910	1,242,043
Other	60,683	73,978	186,900
Total Operating Expenses	\$ 26,758,513	\$ 26,234,242	\$ 46,525,630
Non-Operating Expenses/General Fund Transfers Out			
Incline Village/Crystal Bay Apportionment	\$ 1,749,300	\$ 1,615,917	\$ 2,003,029
Debt Service Transfers	5,388,267	5,386,100	8,082,400
Capital Improvements	4,593,898	3,787,679	6,623,617
Contingency	-	-	200,000
Total Non-Operating Expenses/Transfers	\$ 11,731,465	\$ 10,789,695	\$ 16,909,046
Net Revenues (Expenses)	\$ (4,132,162)	\$ (305,169)	\$ (10,123,993)

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Financial Summary by Department

	Eight Month Period Ended February 28,		Total Budget Fiscal Year 2025
	2025	2024	
Revenues			
Room Tax Collections	\$ 26,132,398	\$ 26,880,742	39,739,356
Tourism Surcharge	3,034,729	3,030,955	4,309,997
Facilities	3,687,056	5,293,209	7,358,789
Other Income	1,503,632	1,513,862	1,902,541
Total Revenues	34,357,815	36,718,768	53,310,683
Operating Expenses (by Department)			
Facilities Operations	10,262,724	10,718,322	14,074,264
Marketing	6,280,692	6,260,866	14,933,807
Sales	4,502,878	4,393,554	9,886,066
General and Administrative	5,712,218	4,861,500	7,631,493
Total Operating Expenses	26,758,513	26,234,242	46,525,630
Non-Operating Expenses/General Fund Transfers Out			
Incline Village/Crystal Bay Room Tax Apportionment	1,749,300	1,615,917	2,003,029
Debt Service Transfers	5,388,267	5,386,100	8,082,400
Capital Improvements	4,593,898	3,787,679	6,623,617
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Net Revenues (Expenses)	\$ (4,132,162)	\$ (305,169)	\$ (10,123,993)

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Transient Lodging Tax Collections and Statistics

	Eight Month Period Ended February 28,		Increase (Decrease)	
	2025	2024	\$	%
Room Tax Collections				
Lodging (6 5/8%)	\$ 20,072,712	\$ 20,647,527	\$ (574,815)	(16.1%)
Convention Center (2%)	6,059,687	6,233,216	(173,529)	(16.1%)
Tourism Surcharge	3,034,729	3,030,955	3,774	0.8%
Total Tax Collections	\$ 29,167,127	\$ 29,911,697	\$ (744,570)	(14.5%)
Total Taxable Room Revenues	\$ 303,101,267	\$ 311,904,665	\$ (8,803,397)	(17.3%)
Average Rate - Cash	\$ 145.67	\$ 149.01	\$ (3.34)	(2.1%)
Occupied Rooms				
Cash	2,080,801	2,093,190	(12,389)	(4.0%)
Comp	603,700	573,419	30,281	38.4%
28 Day	675,099	714,552	(39,453)	(41.7%)
Total Occupied Rooms	3,359,600	3,381,161	(21,561)	(4.4%)
Total Percentage of Occupancy	63.1%	63.8%		(0.7%)
Total Taxable Room Revenues by Tax District				
Reno B (Suburban Reno)	\$ 143,362,288	\$ 146,972,110	\$ (3,609,822)	(2.5%)
Reno D (Downtown Reno)	\$ 62,496,266	\$ 68,417,415	\$ (5,921,149)	(8.7%)
Reno E (1 Mile Radius from Downtown)	\$ 9,616,674	\$ 9,372,408	\$ 244,266	2.6%
Sparks	\$ 36,756,032	\$ 39,557,503	\$ (2,801,471)	(7.1%)
Washoe A (Washoe County (excluding Incline Village))	\$ 1,452,453	\$ 636,878	\$ 815,575	128.1%
Washoe B (Incline Village)	\$ 49,417,554	\$ 47,218,351	\$ 2,199,203	4.7%