



# RENO-SPARKS CONVENTION AND VISITORS AUTHORITY NOTICE OF PUBLIC MEETING MEETING OF THE BOARD OF DIRECTORS Thursday, December 11, 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 Ms. Cortney Young 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 WEBSITES:

RSCVA Website: www.rscva.com/public-meetings Online at http://notice.nv.gov/

This meeting is being live streamed 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

(All consent items may be approved together with a

single motion, be taken out of order, and/or be heard and discussed individually. All consent agenda items pulled for discussion will be heard after approval of the remaining consent agenda items)

### C1. <u>Approval of the Agenda of the December 11, 2025, Regular Meeting of the Board of Directors</u>

For Possible Action

### C2. <u>Approval of the Minutes of the October 23, 2025, Regular Meeting of the Board of Directors</u>

For Possible Action

### C3. <u>Discussion and Potential Authorization for the Financial Consultant to Retrieve and Claim all Unclaimed Property in the Name of the Reno-Sparks Convention and Visitors Authority (RSCVA)</u>

The Board of Directors is being asked to take possible action to authorize Robert Chisel, in his capacity as the RSCVA Financial consultant, to file on behalf of the RSCVA such claims as may be necessary or appropriate with the State of Nevada Treasurer to claim any unclaimed property being held in the name of the RSCVA.

For Possible Action

#### D. PRESENTATIONS

#### **D1.** Presentation: Miles Partnership

Miles Partnership team members, Debbie Johnson - Senior Vice President, Ben Walton - Account Director, Ben Powers - Creative Director, will provide an update and overview on the major initiatives and strategy since onboarding as the RSCVA's Agency of Record in July, focusing on Leisure Media, M&C/S Media and NO LIMITS Branding.

Information Only

#### D2. Presentation: Reno Pro Soccer

Wendy Damonte with Reno Pro Soccer will provide a presentation on the United Soccer League ecosystem, soccer on the global stage, soccer in the Reno market, and introduce the local team bringing professional soccer to Reno.

**Informational Only** 

#### D3. Reno-Sparks Convention and Visitors Authority Department Updates

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

Informational Only

#### E. BOARD MATTERS

### E1. Review, discussion, and possible approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025, including the Report of Independent Auditors.

The RSCVA Board of Directors is being asked to review, discuss, and take possible action to approve the RSCVA Annual Comprehensive Financial Report for the fiscal year ended June 30, 2025, including the report of Independent Auditors.

For Possible Action

### Request for Proposal 2026-SALES01 for Attendee Transportation Services for the 2026 VFW 127th National Convention in amount not to exceed \$320,000. The amount to include the proposal amount is \$299,328, plus a contingency of \$20,672.

The RSCVA Board of Directors is being asked to review, discuss and take possible action to approve staff's recommendation to award Request for Proposal 2026-SALES01 for attendee transportation services for the 2026 VFW 127<sup>th</sup> National Convention to Transportation Management Services, Inc. in an amount not to exceed \$320,000, which such amount includes a contingency in the amount of \$20,672.

For Possible Action

### E3. Review, Discuss, and Possible Action to Amend the Downtown Events Center Operating Agreement between the RSCVA and City of Reno.

The RSCVA Board of Directors is being asked to review, discuss and take possible action to approve that certain Third Amendment to Downtown Events Center Operating Agreement between the City of Reno and the RSCVA to remove the City of Reno's obligation to pay an annual General Services Allocation to the RSCVA.

For Possible Action

### E4. RSCVA Board Appointment of the Nevada Resort Association (NRA) Board of Director's seat pursuant to NRS 244A.601(1)(d)(4)

The RSCVA Board of Directors is being asked to consider and possibly approve the appointment of a representative to the RSCVA Board nominated by the Nevada Resort Association. The NRA has nominated John Farahi and Jeannie Magdefrau for the appointment. If approved, the appointment will become effective January 1, 2026 and will be for a term of two years.

For Possible Action

### E5. Approval of the 2026 Board Meeting Schedule

The RSCVA Board of Directors is being asked to review, discuss, and possibly take action to approve the 2026 Board Meeting Schedule.

For Possible Action

#### F. BOARD MEMBER ANNOUNCEMENTS, REPORTS, AND UPDATES

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

**Informational Only** 

#### G. 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.

### H. 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 Board of Directors Meeting held Thursday, October 23, 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, October 23, 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 10:03 a.m.

### **A2. Pledge of Allegiance**

George Combs led the pledge.

#### A3. Roll Call

The Clerk of the Board took roll call.

#### **Board Members Present:**

Mayor Hillary Schieve, RSCVA Chair Stephen Ascuaga, RSCVA Board Member Councilwoman Charlene Bybee, Board Member Glenn Carano, RSCVA Board Member Commissioner Alexis Hill, Board Member Cortney Young, RSCVA Board Member Greg Long, RSCVA Board Member John East, RSCVA Board Member Eddie Ableser, RSCVA Board Member

#### **Board Members Absent:**

#### **RSCVA Executive Staff Present:**

Mike Larragueta, President & CEO
Christina Erny, Chief Marketing Officer
John McGinnes, Vice President of Sales
Chad Peters, Executive Director of Facilities
Art Jimenez, Executive Director of Tourism Sales
Lori Tange, Executive Director of Human Resources
Rhonda Leach, Director of Equestrian and Sports Sales
Robert Chisel, Financial Consultant

### **RSCVA Legal Counsel:**

Benjamin Kennedy, Argentum Law Molly Rezac, Ogletree Deakins

#### **Board Clerk:**

Myrra Estrellado, Administrative Office Manager & Board Clerk

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#### **B. COMMENTS FROM THE FLOOR BY THE PUBLIC**

Chair Schieve opened the floor to public comment; one letter was submitted for public comment from Richard Jay regarding item E1. There was no other public comment.

Public comment was closed.

#### C. CONSENT AGENDA:

- C1. <u>Approval of the Agenda of the October 23, 2025, Regular Meeting of the Board of Directors</u>
- C2. <u>Approval of the Minutes of the September 25, 2025, Regular Meeting of the</u>
  Board of Directors
- C3. <u>Approval of the 2026 Renewal of Anthem Blue Cross Blue Shield of Nevada, and MetLife for Dental, Vision, Life, and Short-Term and Long-Term Disability, with a Total Decrease of 19.04% in Premium Costs</u>

On a motion made by Board Member Ascuaga, seconded by Board Member Hill, it was resolved to approve Items C1, C2, and C3 on the consent agenda, as presented. The motion was **APPROVED** by a vote of 9-0-0. Motion carried.

### D. PRESENTATIONS

Item D2 was moved to the beginning of the presentations.

### D2. Reno-Sparks Livestock Events Center Legacy Project

The President of NWHCA, Perry Di Loreto, Reno Rodeo, and J.J. Goicoechea, Director of the State of Nevada Department of Agriculture provided an update on the vision, progress, and plans for the Nevada Western Heritage Center Alliance and the Reno Rodeo facility. The Reno Rodeo Legacy Committee was formed in 2015, and in 2019, secured \$2 million in funding (including a matching grant from the state Department of Agriculture) for future planning of the facility. In 2020, a 30% design concept was completed, and the Nevada Western Heritage Center Alliance was established to further community involvement beyond just the rodeo. The property has a long history, originally entrusted to the Board of Agriculture in 1864. It has been subject to legislative guidelines established in 1887 to ensure its use for the promotion and protection of agriculture.

In 2023, the Nevada Department of Conservation and Natural Resources awarded a \$6 million grant for critical infrastructure improvements (sewer, water, storm drainage), which are underway and expected to be completed by September next year. Assembly Bill 333 was passed, returning the property to the purview of the state Department of Agriculture and officially designating it as the Nevada State Fairgrounds.

The state fair will be re-established at this location, with the first event planned for June 10–14, featuring 4H activities and the Nevada Junior Livestock Show Board's annual sale.

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Planned improvements included a 30% increase in seating, new hospitality offerings, permanent restrooms, and enhanced ADA compliance. There was a focus on public safety and deferred maintenance, with an estimated \$15 million in additional upgrades needed.

The project requires broad community support and cooperation among local governments, organizations, and advisory boards. All improvements must align with the original trust and be reviewed by the Nevada Junior Livestock Show Board. The Department of Agriculture is committed to transparency, partnership, and ongoing communication with stakeholders.

**Board Member Carano** asked what changes occur in funding management now that the state is the official owner of the property, specifically regarding the Fair and Recreation Board, and whether funds would now go through the state's general fund.

**Mr. Perry Di Loreto** explained that an account has been established for the property, and funds will be funneled through this account, which can earn interest and will not revert to the state general fund. The account is a revolving fund, and the bill's language allows for revenue streams from any source and partnerships with any entity. The Department of Agriculture is considering leveraging Ag District 10, seeking CIP dollars for improvements, and securing private grants.

**Board Member Ableser** raised concerns about the complexities of serving as both the management group and potentially being involved in capital funding efforts, and asked how firewalls would be drawn between these roles.

**Mr. Perry Di Loreto** responded that these conversations are ongoing, and the parties are working through the complexities.

**Chair Schieve** expressed gratitude for the presentations and emphasized the importance of the Reno Rodeo and livestock event center for Northern Nevada's culture and economy. Chair Schieve suggested that similar facilities could drive business to the region, referencing South Point in Southern Nevada.

**Board Member Bybee** thanked everyone for their work and expressed excitement about the property's future potential, including its use for rodeo, livestock, 4H, and broader community benefits. They emphasized the importance of initial safety and grandstand improvements and looked forward to future collaborations.

**Board Member Ascuaga** appreciated the timeline and partnership among various organizations, noted the facility's role as a "room night generator" for hospitality and tourism, and stressed the value of authenticity in marketing the area and the impact of events like the rodeo on visitors.

**Board Member Hill** spoke on behalf of the county, expressing support for the partnership with the state and private partners, and highlighted the need for ADA investments, sharing a personal story about accessibility issues at the facility.

Board Member Carano left the meeting at 10:40am, he returned at 10:43am.

### Board Member Young left the meting at 10:47am, she returned at 10:58am.

### **D1.** Presentation: KPS3

The presentation by Danielle Longley, Brittany Silva, and Julia Jones from KPS3 highlighted their role as the website agency for over two years, during which they led a complete redesign and ongoing management of the site. The website was recognized with the "Best Website in the West" award from the American Advertising Federation for its innovative, user-friendly, and digital-first design. The site features advanced personalization, including an AI-powered chatbot and a gamified guiz that customizes user experiences.

Technically, the website achieved zero downtime last year and benefited from a headless tech stack, allowing rapid updates and stability. The team published 40 new content pieces, optimized over 120 pages, and introduced "local perspective" articles to boost search and AI visibility. The quiz was redesigned based on user data, resulting in increased engagement and completions.

Looking ahead, KPS3 plans to deepen personalization, collaborate more closely with partners, and remain at the forefront of technology, including exploring custom GPTs for branded AI experiences. The agency emphasized balancing technical innovation, AI efficiency, and authentic human content to maintain user trust and engagement.

**Chair Schieve** inquired about which platform or provider was responsible for developing and managing the quiz feature on the website. It was noted that the quiz was developed in-house by KPS3.

**Chair Schieve** asked whether users could retake the quiz and receive different outcomes, or whether they are limited to their initial result. KPS3 replied that users can retake the quiz as many times as they wish. A retake button is available, especially on tablets and phones, to facilitate this.

**Chair Schieve** asked if it is possible to measure whether individuals who complete the quiz subsequently engage in marketing activities or visit the area, and whether DataFi provides such tracking capabilities. KPS3 noted that this full connection is not yet available. Currently, the team can identify which Persona a user is and track their interactions with the website, but connecting quiz completions to marketing outcomes is a future goal.

**Board Member Long** wanted to know whether more quizzes are completed on mobile devices or desktop computers. KPS3 shared that approximately 80% of quiz completions occur on mobile devices.

**Board Member Long** asked how the team ensures that website content remains current and accurate, given frequent changes in businesses, activities, and conditions. KPS3 explained that the team balances new content creation with ongoing optimization of existing content. SEO gaps are addressed first by updating or reverting old pieces, and the local team plays a key role in keeping event and vendor information up to date. Sanity CMS's AI features are being explored to streamline updates.

It was suggested that quiz results be reviewed quarterly to provide insights into guest feedback. There was also interest in whether any visitor sites nationwide are using custom GPTs for branded AI experiences. KPS3 shared that custom GPTs are not yet widespread across visitor sites. Still, it is developing such solutions for other partners and views this as the next evolution of trusted, branded AI experiences. Guide Geek currently powers the AI chatbot, but custom solutions are being explored.

### D3. Reno-Sparks Convention and Visitors Authority Update on Capital Projects

The capital budget included quarterly updates by facility, covering completed, pending, and upcoming projects. At the convention center, bleachers have been purchased and installed, the track is being set up, and digital displays and electronic key systems are underway. For the Livestock Event Center, new tables, chairs, utility vehicles, and a turf tractor have been acquired, with some projects still pending due to scheduling. The turf tractor was purchased at a significantly reduced price thanks to diligent shopping.

At the Bowling Stadium, carpet installation and stadium club upgrades are in progress, with completion expected in Q2 or early Q3. The Reno Events Center is receiving new pipe and drape, bleacher curtains, and lighting/sound equipment, with these projects coming in under budget. The AV IT team is upgrading core switches and technology across all venues, with ongoing wiring and communication improvements. Overall, about 28% of projects are complete and 30–35% are in progress, keeping the team ahead of schedule.

Chair Schieve left the meeting at 11:17am, she returned at 11:25am. Board Member Long left the meeting at 11:22am, he returned at 11:25am.

### D4. Reno-Sparks Convention and Visitors Authority Department Updates

Celeste Rodriguez was announced as the Employee of the Month for August. Celeste began as a marketing intern in January 2019, was promoted to Public Relations Coordinator in June 2019, and then to Digital Communication Specialist in August 2020. Celeste is recognized for leadership, participation in PR trips, being named a Destinations International 30 under 30, and serving on the Alumni Council and committees.

Three senior staff members received promotions:

- Lori Tange is now Executive Director of Human Resources, recognized for strategic insight and commitment to workplace culture.
- Chad Peters is now Executive Director of Venue Operations, noted for operational excellence and collaborative leadership.
- Christina Erny was promoted to Chief Marketing Officer, credited for creativity and strategic vision in marketing initiatives.

The Reno Events Center has several contracted events:

- Phil Wickham (October 24, 2025)
- Nitro Circus (December 10, 2025)
- Disney on Ice (February 5, 2026)
- Raymond Lam (February 6, 2026)
- PBR (February 20, 2026)

Jeff Dunham (March 20, 2026)

Eight additional bids are pending contracts and offers, with updates expected next month. Renee McGinnis and Valerie Segarra were commended for their work booking the downtown Event Center. A new Director of Entertainment will join on October 27 and be introduced at the November Board meeting.

Six key metrics were reported for September (not fully audited yet):

- Tourism and arts team performance: up 7.3% year-over-year.
- Group sales: down significantly by 42.3%, but previous months compensated.
- Visitor count: down 4.3% month-over-month.
- Overall room tax: down 3%.
- ADR (Average Daily Rate): up 0.5%.
- Occupancy: down 2.8%.

The finance and accounting team was commended for budget management.

In Q1, 15 events were executed, and Jennifer Aginor participated in the PCMA Capital Chapter event in D.C. The IMEX event exceeded expectations, with 172 guests (the target was 130). The sales team members received industry recognition: Shelley Fine received the Visionary award at the Smart Woman Summit, and Jennifer Abdenor was recognized by the Association of Meeting Professionals for board chair service (second time).

The International Bowling Federation event, organized by Rhonda Leach, brought 37 teams from 37 countries, resulting in over 1,700 room nights and a successful closing banquet with more than 500 attendees. Major group bookings in the first quarter included the National Association of School Resource Officers (NASRO) for 2026 and 2032, each expected to generate over 9,000 room nights, and the International Code Council for September 2027 with nearly 4,200 room nights.

The VFW Annual Convention was secured for both 2026 and 2029, marking a rare repeat booking for the region and demonstrating the sales team's strong performance. Room nights for the first quarter exceeded goals by 21%, reaching 96,000, with all selling directors surpassing their targets. September saw 70,263 room nights, up by 1,000 from 2023 and 4,800 from last September, with notable growth in the receptive operator and travel agent sectors, especially in corporate travel. Year-to-date, 210,000 room nights were recorded, up 7,000 from last year, and the team is ahead of the quarterly and annual goals.

Activities included hosting operators at a celebrity golf event, supporting the Guadalajara flight partnership, and conducting sales missions in Mexico, which contributed to a 9% increase in Mexico business over two years and a 12% rise in travel from Mexico to the U.S. through July. The Guadalajara flight remains strong, with a shift toward more leisure travelers, benefiting local hotels and maintaining steady passenger numbers.

### E. BOARD MATTERS

# E1. Review, Discussion and Possible Action to (1) Approve a Seventh Amendment to the Agreement Dated June 13, 2012, By and Between the Reno-Sparks Convention and Visitors Authority (RSCVA), the City of Reno, Nevada (Reno), and the United States Bowling Congress (USBC) and (2) Authorize the RSCVA President & CEO to Execute the Seventh Amendment.

The Board approved a seventh amendment to the agreement between the Reno Parks Convention and Visitors of the city of Reno and the United States Polling Congress, authorizing the RSCVA President and CEO to execute the amendment. The amendment extends Reno Tahoe's agreement with USBC, adding three championships: two Open Championships (2035 and 2038) and one Women's Championship (2036), plus at least one USBC convention and ten short-duration events between 2028 and 2038.

The economic impact of these bowling events was deemed significant, with the 2024 USBC Women's Championship generating over \$26 million and the upcoming Open Championship forecast to bring over \$87 million. As part of the extension, Reno agreed to remove liquidated damage clauses starting in 2029, increase the site fee from \$30 to \$36 per bowler, and pay USBC a 15% commission on all concession sales during championships.

The Board expressed gratitude to key negotiators and partners, highlighting the importance of bowling events to the local economy and businesses. The agreement now goes to the city of Reno for review and, hopefully, approval, with recognition of its positive impact on local businesses and the community.

On a motion made by Board Member Ascuaga, seconded by Board Member Hill, it was resolved to approve a Seventh Amendment to the Agreement dated June 13, 2012, by and between the Reno-Sparks Convention and Visitors Authority (RSCVA), the City of Reno, Nevada (Reno), and the United States Bowling Congress (USBC) and to authorize the RSCVA President & CEO to execute the Seventh Amendment. The motion was **APPROVED** by a vote of 9-0-0. Motion carried.

### E2. Review, Discussion, and Possible Action to Recommend Approval of Funding for the Lake Tahoe Stewardship Council – Year 3 Council Membership Request in an Amount Not to Exceed \$20,000.00

**Mr. Benjamin Kennedy** explained the proposal to allocate \$20,000 to the Stewardship Council. This allocation is an annual recurring practice. The senior staff unanimously approved moving the proposal forward to the Finance Committee, which also unanimously agreed to present it to the Board.

**Board Member Long** suggested that a new nominee should be selected. Mr. Benjamin Kennedy noted that Ms. Christina Erny would serve as the interim representative, with plans to appoint a permanent member in the future.

On a motion made by Board Member Long, seconded by Board Member Hill, it was resolved to approve the funding for the Lake Tahoe Stewardship Council – Year 3 Council Membership request in an amount not to exceed \$20,000.00. The motion was **APPROVED** by a vote of 9-0-0. Motion carried.

### F. BOARD MEMBER ANNOUNCEMENTS, REPORTS, AND UPDATES

**Board Member Young** announced that about 200 federal employees in Reno are affected by a government shutdown and will miss their paychecks starting next week. Despite this, attendance remains steady, and support is provided through breakfast and lunch, as well as donations from the Food Bank of Northern Nevada and Children's Cabinet. Board members were encouraged to thank these employees for their continued service.

Bids for the new concourses, Gen A and B, are closing in mid-November, with construction for Concourse A slated for February. Gate B2 is closed for utility work. A ribbon-cutting ceremony was held for the new ground transportation center, marking the start of another major project.

There was a call for greater collaboration among KPS3, RCBA, and the airport, especially in light of upcoming opportunities such as the Winter Olympics in February. Ideas included showcasing Tahoe athletes and creating dynamic presentations or activations to welcome visitors.

Efforts are underway to make bowlers and other event guests feel special upon arrival. Past activations, such as airport music, have been successful at creating a welcoming atmosphere. The airport is seen as the "front door" to the city, and its presentation is essential for visitors' perceptions.

Suggestions were made to dress up the airport during the rodeo and other significant events to highlight local culture and attract visitors. Recognizing and promoting these events at the airport can encourage repeat visits and showcase the region's vibrant event calendar.

### G. COMMENTS FROM THE FLOOR BY THE PUBLIC

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

#### H. ADJOURNMENT

Chair Schieve adjourned the meeting at 12:00 p.m.

The meeting may be viewed at the following: 09/25/2025 RSCVA BOD Mtg https://www.youtube.com/watch?v=KR5KZee1sU8



To: RSCVA Board of Directors

From: Robert Chisel

CC: Mike Larragueta, President/CEO

Date: December 11, 2025

Subject: Discussion and potential authorization for the Finance to retrieve and

claim all unclaimed property in the name of the Reno-Sparks

Convention and Visitors Authority (RSCVA)

### **Executive Summary**

Staff are requesting authorization for the Director of Finance, Robert Chisel, to retrieve and claim all unclaimed property in the name of the Reno-Sparks Convention & Visitors Authority (RSCVA) and the Authority's properties.

### **Background**

The State of Nevada has a law and programs on assets that are unclaimed. The State of Nevada is the custodian of unclaimed property as specified in Nevada Revised Statutes 120A. When the "holder" of the property unsuccessfully attempts to locate the original owner, the assets must be escheated to the Nevada State Treasurer's Office, in accordance with NRS 120A. The Treasurer's Office is charged with safeguarding the value of these assets in perpetuity.

Staff of the Authority has identified unclaimed property with the State of Nevada and in order to request and retrieve the claim requires approval of the Board to authorize the Director of Finance to retrieve and claim unclaimed property in the name of the Reno-Sparks Convention & Visitors Authority, RSCVA, Reno Tahoe USA, and the Authority's properties. These properties to include the:

National Bowling Stadium 300 N Center St, Reno, NV 89501 Reno Events Center 400 N Center St, Reno, NV 89501

### **Fiscal Impact**

Staff will retrieve an estimated \$10,861.52 in unclaimed assets for the RSCVA.



### **Recommendation**

Staff recommends the approval of the Authorization for the Accounting Supervisor, Arcie Duigan, to retrieve and claim all unclaimed property in the name of the Reno-Sparks Convention and Visitors Authority, RSCVA, Reno Tahoe USA, and each of the properties, National Bowling Stadium, and Reno Events Center, that operates with the tax identification number 88-6001492, and deposit monies in the General Fund of the RSCVA.

## Miles Partnership Update





**Debbie Johnson** 

Senior Vice President



**Ben Walton** 

**Account Director** 

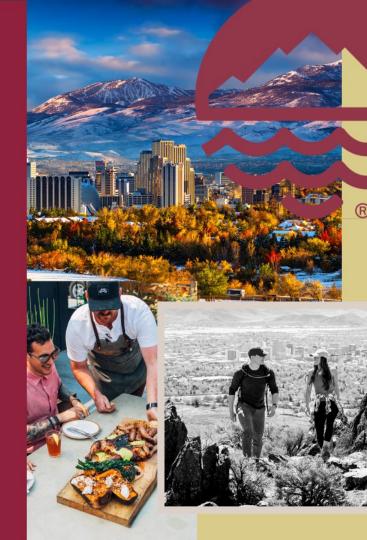


**Ben Powers** 

Creative Director

### Miles Updates

- Leisure Campaign
- M&C&S Campaign
- NO LIMITS // Brand Update



### FY25-26 Leisure Media | Overview





Develop a 12-month
domestic media plan with
flighting based on seasonal
travel demand and
visitation goals



Maintain an always-on foundation across Google, Paid Social, and Programmatic tactics to capture active travel intenders and drive site engagement



Activate custom

partnerships to

authentically highlight

Reno Tahoe and extend

"No Limits" messaging to

high-value leisure

audiences

### FY25-26 Leisure Media | Targeting



### Prioritize Travel Intenders

a. Layer on personas: Ambitious
 Adventurer, Cultured Creative,
 and Dynamic Parents

### Layer on Geographic Targeting

- a. Heavy-up in priority feeder markets (e.g., West Coast, Denver, Dallas, Atlanta)
- b. Extend reach into expansion markets where relevant

### 3. Layer on Behavioral & Contextual Attributes

- a. Target based on outdoor recreation, casino & gaming, event-seeking, road trips, and trend-driven families.
- 4. Layer on Audience-Specific Messaging

#### **BEHAVIORAL**

- Outdoor Recreation Enthusiasts
- Casino & Gaming Enthusiasts
- Travel Planners
- Event Seekers
- Trend-Driven Families
- Road Trip Travelers
- Creative Explorers



OVERLAYS



### FY25-26 Leisure Media | Markets





RenoTahoe



San Jose Riverside - San Bernardino- Ontario San Francisco-Oakland

### FY25-26 Leisure Media | Partners























**SiriusXM** 





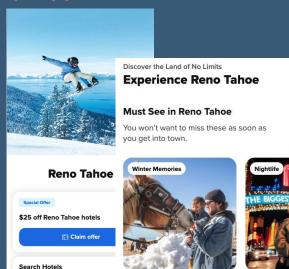
TRAVELZOO®

VISTARMEDIA

### **Custom Partner Executions**



Search Flights



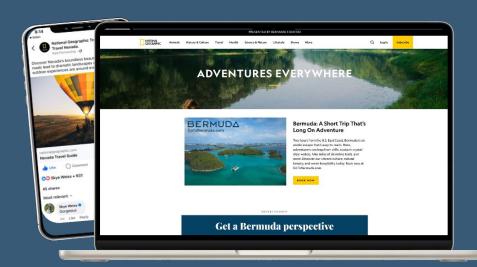
#### Family Experiences

Enjoy the winter on an adventure with your loved ones!



#### Reno Arch

No trip to Ren without a neor the iconic Ren



### **Custom Partner Executions**

TRAVEL+ LEISURE









### **Custom Partner Executions**

**SiriusXM** 









### FY25-26 M&C/S Media | Overview



### **Meeting Planner Characteristics**

- 1–250 peak room nights
- Primarily Western U.S. events
- ~6 events per year
- Booking 6 months to 2 years in advance

### **Decision Drivers**

- Hotel quality, rates, service levels
- Geographic accessibility
- Meeting facilities & cost efficiency

### **Sports Planner Characteristics**

- 1–500 peak room nights
- Primarily Western U.S. events (Track & Field only)
- located throughout the U.S. with no central "hubs"
- ~6.7 events per year
- Booking 1–2 years in advance

### **Decision Drivers**

- Venue quality & geographic location
- Cost efficiency
- Strong DEI & sustainability practices

RenoTahoe



### FY25-26 M&C / S Media | Targeting

- 1. Prioritize B2B Decision Makers
  - a. Focus on C-Suite executives,
     meeting planners, and sports
     event professionals.
- 2. Layer on Geographic Targeting
  - a. Heavy-up in priority feeder
     markets (e.g., Atlanta, Austin,
     Boston, DC, etc.)
  - b. Extend reach into expansion markets where relevant
- 3. Layer on Behavioral & Contextual Attributes
  - a. Target based on venue
     sourcing behaviors, business
     travel affinities, DEI and
     sustainability values.
- 4. Layer on Audience-Specific Messaging

- C-Suite Executives: Perceptions, destination growth, leisure + business appeal.
- Meeting Planners: Incentives, facilities, service levels, unique venues, downtown/destination lifestyle.
- Sports Planners: Venue quality, cost, DEI & sustainability, recreation opportunities, past event credibility.

OVERLAYS



### M&C / Sports Media | Markets



### **Meeting Planners Markets**

Atlanta

Austin

Baltimore

**Boston** 

Miami

Richmond

Salt Lake City

t the contract

Washington DC

Chicago

Dallas & San Antonio

Orlando

Northern California

Northern Nevada

Oregon

Idaho

Washington

### **Sports Planners Markets**

National





### FY25-26 M&C / S Media | Partners





meetings TODAY











### Leisure Media: Nov. Performance



### Media Investment



Oct. 2025 Nov. 2025 \$202,489 \$162,505

Investment down 20% due to reduced CTV weight.

### **Impressions**



Oct. 2025 Nov. 2025 13,334,415 13,823,305

**47%** 

Oct. 2025 Nov. 2025 70,800 104,305

### **Engagement Rate**



Oct. 2025 Nov. 2025 29.64% 18.90%

Declined is aligned with the reduced CTV mix, as that brings in that upper funnel engagement

### **SEM CTR**

**12%** 

Oct. 2025 Nov. 2025 12.51% 14.05%

### **SMM CTR**

▲ 28%

Oct. 2025 Nov. 2025 1.15% 1.47%

RenoTahoe



### M&C/S Media: Nov. Performance



### **Media Investment**

**30%** 

Oct. 2025 Nov. 2025 \$8,497 \$11,076

Investment only includes digital partnerships, not prin

**SMM CTR** 

**▼** 9%

Oct. 2025 Nov. 2025 2.55% 2.32% **Impressions** 

**▼** 2%

Oct. 2025 Nov. 2025 351,724 342,014

Clicks

**▼** 2%

Oct. 2025 Nov. 2025 5,155 5,239

### **Measuring Success**

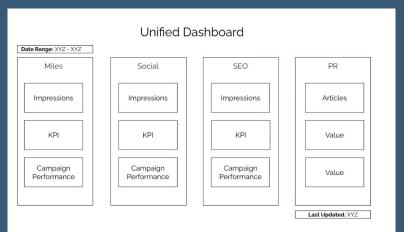
#### **Unified Dashboard**

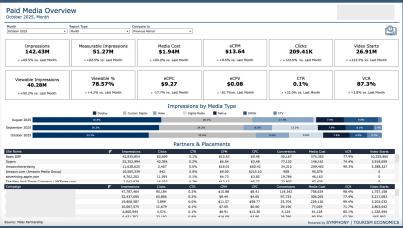
Miles is working with each agency to capture the primary KPIs for their respective focus area on behalf of RSCVA, which we will work in collaboration with Tourism Economics who will create individual dashboards for each within Symphony.

Destination | Paid | Owned | Website | PR

While the individual agency dashboards will contain broader KPIs essential to their respective programs, a centralized 'summary' view will be designed that includes the 1-3 primary KPIs that RSCVA will share routinely with internal stakeholders.

RenoTahoe









### NO LIMITS // Brand Update



## Brand Strategy: NO LIMITS

Following a productive brand workshop in October, the Miles team rolled in RSCVA collaboration and feedback to strengthen the initially proposed brand pillars and creative campaign. The following section is a brief overview of the thinking that led us to the current creative, including snapshots of research data, potentiality, and brand platform research.

# Future Partners Findings: NO LIMITS is Working

OUR CONSUMER IS ALREADY ON BOARD

64%

of target demo agrees that Reno Tahoe has a "spirit of independence"

### **VIEWERS APPROVE OF THE APPROACH**

Viewers of Current "No Limits" Campaign



94%

"Would Visit" after seeing RSCVA ads



81%

of RSCVA visitors travel to "live life to its fullest". NO LIMITS speaks directly to this demo who "seeks thrills and enjoys taking risks"

# Make the Brand Work Harder NO LIMITS Potential

#### THE MESSAGING GAP:

Vegas touts "What Happens Here, Only Happens Here" and it's stuck in everyone's heads.

Park City touts "Ski City" with a tree-hugging, cult-like ethos.

Pushing the "No Limits" brand more prominently will bring differentiation and recall.

### THE OPPORTUNITY:

While research shows our brand is currently perceived as "less distinctive," that provides us clear direction and thus a powerful launchpad. We aren't just another friendly mountain town—we have an edge. "No Limits" cuts a distinct path for the brand.

#### THE SOLUTION:

"No Limits" isn't just a tagline; it's a promise. It captures the raw freedom of the Sierras and the ambitious, 24/7 energy of our city. It telegraphs unapologetic exhilaration—something we can deliver (and with stakeholder help, deliver it better and better).

Where others offer a mix of city and nature, Reno Tahoe delivers a fusion. "No Limits" is the rallying cry that defines our irreplaceable identity.

# Emotional Appeal THE WHY

### BOUNDLESS POTENTIAL

This fuels Unbounded Ambition and is the ultimate promise of the brand-a feeling of freedom and possibility that the audience experiences in Reno-Tahoe.

### INTENTIONALLY UNEXPECTED

The Great Contrast is echoed in the delight and surprise that comes from the collision of worlds–from mountain top to downtown–all in one day. The destination is designed to challenge expectations and reward curiosity.

### LIVE THE MOMENT

Visitors feed off our Unpretentious Energy, and inhabit a mindset where they let their guard down, embrace the unexpected, and be a participant in life as opposed to a spectator.

# Emotional Promise THE HOW



### ENCOURAGE FREEDOM

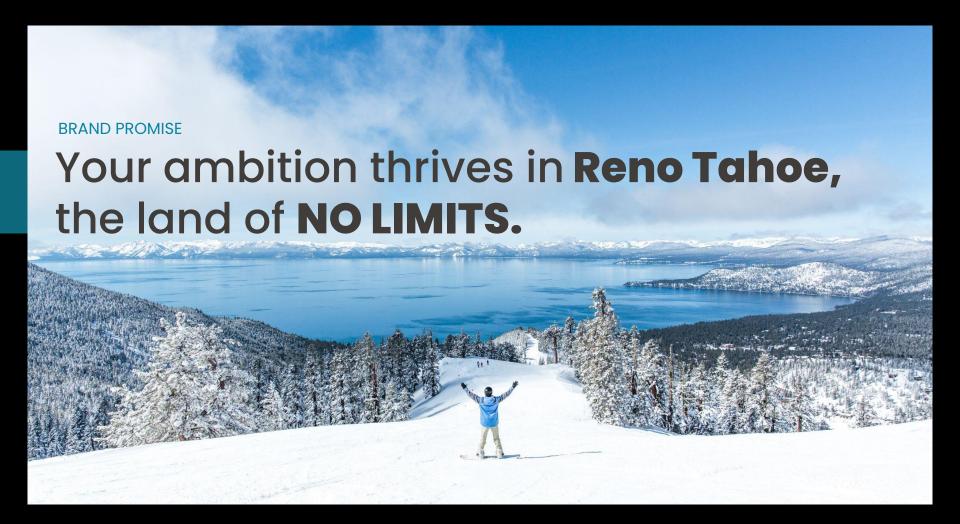
The call to action for the audience, inviting their Unbounded Ambition. It gives them permission to explore the unconventional and the offbeat, promising that the brand will satisfy their hunger for new experiences.

### • REWARD CURIOSITY

Our promise that fulfills the call to action. It emphasizes that our experience is always fresh, moving, and rewarding for those who seek it out. This is inherent in the Great Contrast of Reno Tahoe.

### WELCOME THE UNEXPECTED

This is the brand's voice and tone in action. It's a direct, bold, and open invitation that reinforces Unpretentious Energy, telling the audience they are welcome to bring their ambition and their swagger, no judgment, just an opportunity.



**BRAND PROMISE** 

# Your ambition thrives in Reno Tahoe, the land of NO LIMITS.

### UNBOUNDED AMBITION

When there are No Limits for your ambition, your ultimate self will thrive.

### THE GREAT CONTRAST

It's a vibrant city. It's an epic landscape. It's your canvas to bring together the extremes with No Limits.

### UNPRETENTIOUS ENERGY

It's not our ambition. It's yours. And you're welcome to bring as much of it as you want, there are No Limits.

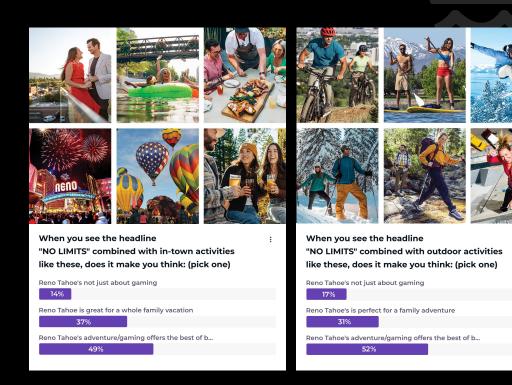
# Setting the Tone for **Our Brand Voice**

- Confident, Not Arrogant: We have a swagger born from our unique offerings, but we want to share it not brag about it
- Passionate, Not Overzealous:
   Our communications feel active and full of life, mirroring the experiences we offer, but are grounded in approachability
- Offbeat, Not Stand-offish: We celebrate our individuality and go against the mainstream, but never to the extent that it feels cliquish

- Challenging, Not Critical: We challenge our audience directly, daring them to do more, see more, and be more, but also accepting them as they are
- Welcoming, Not Pretentious: Our boldness wins people over, and always feels like you're in on the adventure rather than waiting for your turn at the wheel

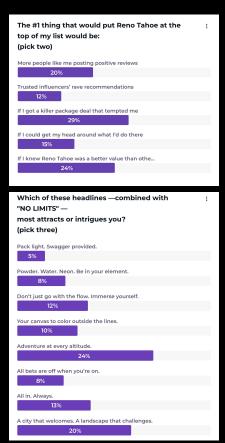
# Survey Data from OnePulse

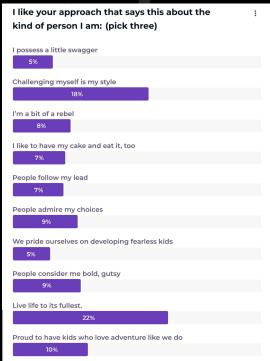
Miles ran a timed OnePulse survey to take the temperature of our brand strategy and platform. The survey ran Reno Tahoe specific imagery alongside qualitative questions that gauged perception from target demographics (e.g. outdoors enthusiasts). The results showed that our direction is sound, and also that certain KPIs, like family travel, benefit from this approach.



# Survey Data from OnePulse

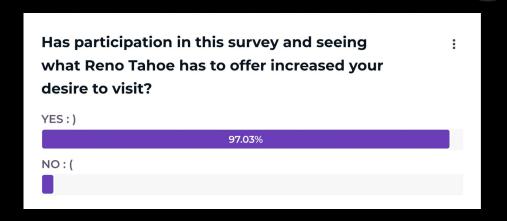
Other questions asked participants to self-identify, and also point out factors that would influence their decisions to travel to Reno Tahoe. Again, brand archetypes are on target, as participants identified most with challenging self and living life to its fullest. Unsurprisingly, package deals were most enticing for encouraging travel, but Reno Tahoe's value proposition is an area that still needs attention. Some headlines were more popular with the caveat that they were viewed without accompanying visual creative to sway opinion.





# Survey Data from OnePulse

Despite any perception gaps, however, the final question of the survey was shocking in its near unanimity. The takeaway is clear: NO LIMITS resonates and wins over fence-sitters by appealing to Unbound Ambition, highlighting the Great Contrast, and embodying Unpretentious Energy.

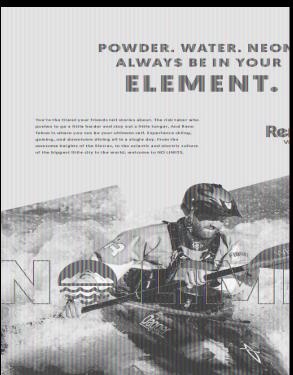


# NO LIMITS Leisure **Spring 2026**

The following represents a creative collaboration between Miles and RSCVA to give voice and visage to the brand evolution of NO LIMITS. While not exhaustive, it provides a broad seasonal and demographic snapshot of how the evolved brand will live in the wild.

#### SINGLE PAGE PRINT





HALF PAGE PRINT



#### PACK LIGHT: SWAGGER PROVIDED.

Reno Tahoe is your destination to be your ultimate self. Experience skiling, gaming, and downtown clining all in a single day, from the awasome heights of the Sierras, to the eclectic and electric culture of the biggest little city in the world, welcome to no limits.

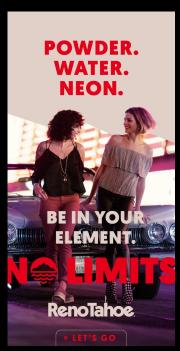
RenoTahoe

DIGITAL BANNER ASSORTMENT



RenoTahoe.

» LET'S GO











HOTELS W

HOTELS
Is This the

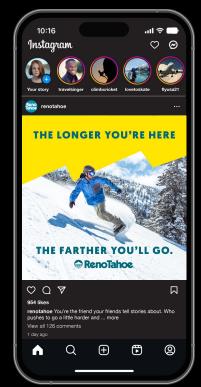
Hotels? T

Jennifer Flow

Dreaming Getaway? It a Realit

Laura Begley

SOCIAL MEDIA POST, AND CAROUSEL

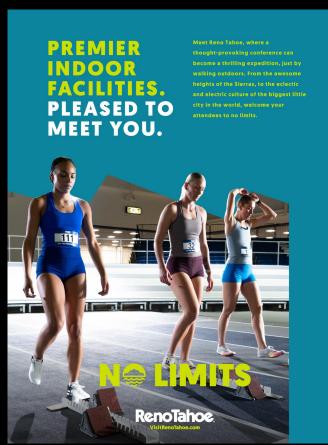




# NO LIMITS M&C/S Spring 2026

C-suite, meetings, and sports planners are such a large part of RSCVA's ongoing success that it was imperative to address their needs as part of this brand evolution. The proposed look is a close sibling of the leisure campaign, borrowing color and type, while ensuring that photography and representation speak clearly to the intended audiences. We are also focusing on M&C/S sales team as real world manifestations of the brand, providing them with swag to complement their swagger.

**FULL PAGE PRINT** 



HALF PAGE PRINT





SPORTS PLANNERS



C-SUITE





HOTELS

Is This the Future of Luxu Hotels? This Hotel CEO V

Iennifer Flowers



Dreaming of a Private Isla Getaway? Here's How to 1 It a Reality

Laura Begley Bloom

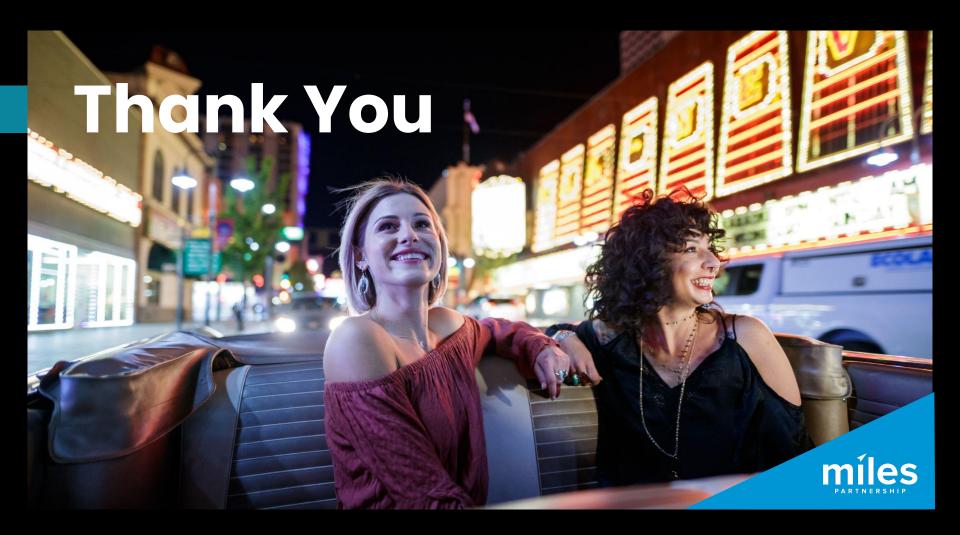
**EVENT PLANNERS** 

RenoTahoe **NOTHING BUT PROS** FOR YOUR 'CONS. **N**LIMITS

» LET'S MEET



HOTELS WE LOVE





#### DISCLAIMER

The information contained in this presentation is for information purposes, and should not be regarded as an offer to sell or a solicitation of an offer to buy any security, or purchase an interest in any entity or investment vehicle, in any jurisdiction where such an offer or solicitation would be in violation of any local laws. It does not constitute a recommendation or take into account the particular investment objectives, financial conditions, or needs of specific investors. Any such offer or solicitation will only be made through formal offering materials.

The contents are based upon or derived from information and opinions generally believed to be reliable although no representation is made that is accurate or complete, and thus, should not be relied upon as such. No representation or warranty is made by the various persons or entities related to Reno Pro Soccer, including, but not limited to, the members of One Eleven Sports, LLC, NYTDAW-North, LLC, NYTDAW-South, LLC, and/or M1 Management, LLC, (hereinafter "Reno Pro Soccer Entities") as to the accuracy, reasonableness or completeness of such information and opinions, including any forward-looking statements or to any other financial information contained herein, and Reno Pro Soccer Entities, and their members, accept no liability for losses arising from the use of the material presented. The information contained herein is a summary of the investment described therein and is incomplete and provided for the convenience of the user and is subject to change without notice. The information contained therein is not intended to be a source of advice or credit analysis with respect to the material presented, and the information and/or documents contained in this email do not constitute investment advice. Past performance is not indicative of or a guarantee of future performance.

We do not provide legal, accounting or tax advice. Any statement regarding such matters is explanatory and may not be relied upon as definitive advice. All investors are advised to consult with their legal, accounting and tax advisers regarding any potential investment.





#### CONTINUED GROWTH OF SOCCER IN US

Independent studies and reporting all point to the same trend: soccer's rise from a niche pastime to a mainstream force. Among younger fans especially, the sport now rivals — and in some cases surpasses — the traditional pillars of American sports fandom. With the youngest fan base of any major sport, the future of soccer in the U.S. is poised for continued growth, deeper cultural relevance, and expanding commercial potential.

# **Forbes**

"Soccer will soon be America's Third-favorite spectator sport"

"Soccer Fandom Is Booming In America According To New Report"



Fan interest in soccer (across all soccer properties) has now surpassed interest levels in the NHL and NBA

Soccer fans are the youngest across all major sports with more than half categorized as Gen Z or Millennial



Among 18-29 year-olds, soccer finished as third (behind football and basketball) favorite sport to watch



## SOCCER'S ONCE-IN-A-LIFETIME RUNWAY IN THE US

Soccer will once again be featured on the world's stage — driving unprecedented exposure and engagement across the United States. Momentum will build with the 2026 FIFA World Cup on U.S. soil, continue through the 2028 Los Angeles Olympics featuring both men's and women's soccer, and culminate with the projected hosting of the 2031 FIFA Women's World Cup — offering years of global attention and domestic growth.







2030 2031 IN THE UNITED STATES\*



## USL CONTINUING TO STRATEGICALLY EXPAND

United Soccer League (USL) is the largest pro soccer operator in the United States - overseeing USL Championship, USL League One and Women's Super League, as well as multiple amateur/youth properties

- USL has grown faster than any other U.S. men's professional league in the past decade
- Attendance up 25%+ since 2019; multiple clubs setting all-time records
- Expansion into strategically chosen markets underserved by other major leagues, with opportunity for strong local and community buy in





22 CLUBS BY 2028



9 CLUBS BY 2026



#### USL TO PIONEER PROMOTION + RELEGATION IN US

USL is set to become the first US league system to implement promotion and relegation, embracing the traditional European model that enables clubs, like Wrexham, to rise through the ranks based on merit.





ESPN: Will USL's move to pro-rel change U.S. soccer, threaten MLS?



NY Times: After historic USL vote, promotion, relegation in USA to become reality

**USL Launching Division I Men's League:** A planned, sanctioned Division I league will sit above the current USL Championship, forming a vertically-integrated professional pyramid.

<u>Promotion-Relegation Framework Approved by USL Board of Governors:</u> Internally approved and publicly committed to implementing promotion and relegation across its divisions, creating a merit-based ecosystem for clubs and fans.

<u>First-Mover Advantage in American Promotion-Relegation:</u> The USL's initiative offers early investors a rare chance to align with the first scalable promotion-relegation model in the U.S., which could reshape domestic soccer economics and fandom.



#### EXPERIENCED OWNERS + INVESTORS CHOOSING USL

USL has attracted some of the most sophisticated ownership groups and investors in American sports, media, and real estate, bringing new levels of capital, expertise, and credibility to the league.

#### **Institutional Capital & Development Expertise**

Owners with backgrounds in private equity, real estate, hospitality, media, and professional sports bring proven ability to finance stadium-anchored mixed-use districts and facilitate long-term franchise growth with diverse revenue streams.

#### **Credibility & Visibility**

Recent entrants include NBA, MLB, and European football investors — lending global credibility, cross-league know-how, and opportunities for collaboration.

#### **Community & Market Activation**

Groups have unlocked stadium financing, driven record season-ticket sales, and delivered authentic community engagement platforms.

#### Sustainable Growth Platform

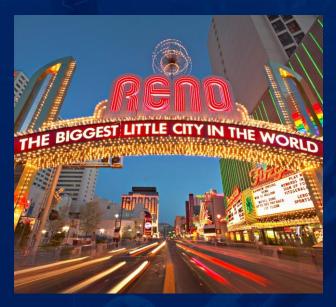
The caliber of ownership supports long-term asset appreciation, strong governance, and stability across the league.





## RENO: MARKET PRIMED FOR CONTINUED GROWTH

With strong economic and population growth and a business-friendly environment, Reno is poised to remain one of the best-performing metro markets in the Mountain region.



Nevada 5th fasting-growing state

Reno-Sparks MSA population: ~575,000 (2024)

Washoe County population up ~9.1% since 2018

Reno-Sparks MSA GDP: \$43B (2023)

Nevada Ranked #7 State Business Tax Climate Index



## CENTRAL LOCATION FOR UNIQUE DEVELOPMENT

27.95 acres of prime real estate along I-580





## CENTRAL LOCATION FOR UNIQUE DEVELOPMENT

27.952 acres of prime real estate along 1580





#### STADIUM DETAILS

"The nicest stadium in the USL ecosystem" Justin Papadakis, Deputy CEO USL

Designed by renowned stadium architect TVS with a focus on premium amenities

- 6,248 seats (with expansion plans to 8,000)
- 12 suites
- 4 party suites
- 42 loge boxes
- Enclosed hospitality area and party deck
- Corporate meeting spaces





## STADIUM RENDERINGS













#### PUBLIC LAUNCH OF RENO PRO SOCCER

On October 16, USL awarded USL Championship franchise to Reno Pro Soccer

- Press event and subsequent coverage resulted in the 4th largest launch day in USL history for website traffic and newsletter sign-ups
- Fan reaction included 500 paid deposits - all realized without paid promotion





#### THE GATHERING SPACE FOR RENO!

ANCILLARY DEVELOPMENT INSPIRATION







A walkable "village" with hotels, restaurants, bars, shopping, and gathering spaces that's safe for fans and families



#### INDUSTRY TREND: STADIUM MIXED-USE DEVELOPMENT

Stadium-centered, mixed-use development is among the most transformative trends in sports and real estate. A well-designed, stadium-anchored district can serve as a year-round economic engine—driving foot traffic, attracting private investment, strengthening community connection, and enhancing the value of surrounding properties.

By controlling the adjacent development in the heart of Reno, Reno Pro Soccer can capture this value directly, creating a powerful 1+1=3 opportunity for investors through integrated team, venue, and real estate synergies.



Truist Park and The Battery Atlanta (MLB)



Denver Summit FC
Stadium
Denver (NWSL)



Tidewater Stadium
Pawtucket (USL)



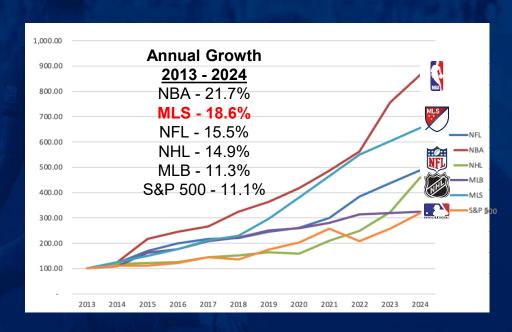
#### SPORTS HAS BECOME A DESIRED ASSET CLASS ...

Professional sports have evolved into a structured, lucrative industry with strong fundamentals comparable to traditional businesses.

MLS, as a proxy for soccer, has delivered the 2nd-highest CAGR in U.S. pro sports over the last decade (behind only the NBA).

Returns have outpaced traditional asset classes, with low leverage and low correlation to broader market cycles.

Influx of private equity and institutional investors has accelerated demand and asset appreciation.





## RENO PRO SOCCER

#### Ownership and Executive Team



#### Todd Davis - Principal Owner

Todd is a seasoned entrepreneur with a successful track record. He sold his last company and relocated to Incline Village with his family. As the lead developer of this project, Todd is personally investing \$50 million. He brings a lifelong passion for soccer, inspired by his father's professional playing career.



#### **Wendy Damonte - CEO and Co-Founder**

Wendy is an award-winning journalist and respected community leader. She's raised millions through philanthropy and is a trusted voice in Reno. Her family has contributed to the city's growth and vitality for more than a century.



#### RENO PRO SOCCER

Ownership and Executive Team



Bob Enzenberger - Deputy CEO and Co-Founder
Bob brings 35+ years of litigation and mediation experience to the team. During his career, *Martindale-Hubbell* awarded Bob the highest possible rating in both legal ability and ethical standards. He also received two "Lawyer of the Year" awards by *Best Lawyers*.



John Doyle - President Soccer Operations
John Doyle is a U.S. Soccer pioneer appearing for his country in both
the 1988 Olympics and the 1990 World Cup. He had a storied
professional playing career and spent 20 years as part of the San Jose
Earthquakes as a player, broadcaster, coach, and General Manager.



#### COUNTDOWN TO A HISTORIC KICK-OFF

October 2025

November 2025

February 2026

approval

Spring 2026

May 2026 revealed

October 2026 formation

February 2027 training camp

Spring 2027 1st match Public announcement

Initial stadium design complete

Conditional Use Permit

Stadium Groundbreaking

Club name and brand

Players signed and team

Inaugural preseason

Stadium ribbon cutting +





#### THANK YOU

Wendy Damonte 775-843-7575 wendy@renoprosoccer.com

Additional detailed financial materials are available to qualified parties upon request, subject to execution of a mutual NDA.



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https://www.renoprosoccer.com/



# EXECUTIVE UPDATES

BOARD OF DIRECTORS
DECEMBER 2025



# **SPOTLIGHT AWARD**



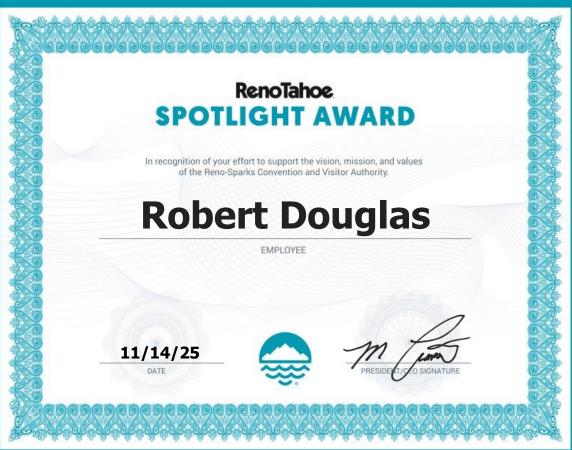




# **SPOTLIGHT AWARD**

**OCTOBER** 





# **STAFF UPDATES**



ROB BROOKS

Director of

Entertainment Sales



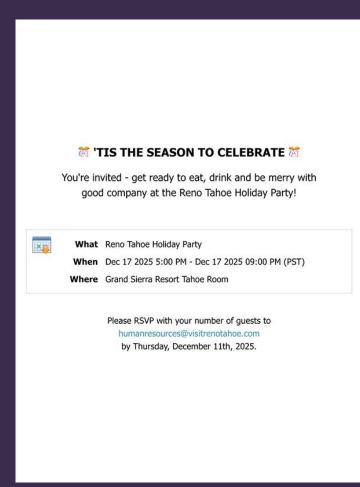
JONATHAN RAMOS
Safety Manager



## STAFF HOLIDAY PARTY

**DECEMBER 17** 







## STAKEHOLDER MEETING

**DECEMBER 18** 

# RenoTahoe.

HOTELS | EVENTS | DINING | WHAT TO DO | SHOPPING



#### **RENO-SPARKS CONVENTION CENTER**

Rooms E1-E3

4590 S Virginia St, Reno, NV 89502

Thursday, Dec 18, 2025 | 3:00-4:30PM

Refreshments provided | Park and enter at North Lot

# QUARTERLY INFORMATIONAL MEETING

President and CEO Mike Larragueta, along with the Visit Reno Tahoe leadership team, is pleased to invite you to our upcoming quarterly informational meeting, covering all things tourism in Washoe County.

We'll share updates on destination performance, promotional efforts, and key initiatives shaping our region. This gathering is designed to keep our local partners informed while creating space for open dialogue about opportunities ahead.

In the spirit of the season, there will be festive refreshments and time to mingle in a relaxed setting with fellow stakeholders, exchange ideas, and reflect on the momentum carrying Reno Tahoe into the new year.

We're hoping to see you in rooms E1 - E3 of the Reno-Sparks Convention Center. Please RSVP to mestrellado@visitrenotahoe.com by Wednesday, December 10th.

RSVP REQUIRED >



VisitRenoTahoe.com

—NO-LIMITS→



# INDOOR TRACK 2025 - 2026







# **INDOOR TRACK SCHEDULE**

2025 - 2026

EVENT	HOST	DATE
SILVER STATE INVITATIONAL	UNIVERSITY OF NEVADA	DEC 4 - 6
WINTERFEST 2025	RENO TAHOE ATHLETICS	DEC 13
HOLIDAY INVITATIONAL	USATF PACIFIC ASSOCIATION	DEC 27 - 28
SILVER STATE INVITATIONAL	UNIVERSITY OF NEVADA	JAN 9 - 10
NEVADA INVITATIONAL	UNIVERSITY OF NEVADA	JAN 16 - 17
MLK JR. INVITATIONAL	USATF PACIFIC ASSOCIATION	JAN 18 - 19
PACIFIC ASSOCIATION CHAMPIONSHIPS	USATF PACIFIC ASSOCIATION	JAN 31 - FEB 1
WOLF PACK CLASSIC	UNIVERSITY OF NEVADA	FEB 5 - 7
BATTLE BORN CLASSIC	UNIVERSITY OF NEVADA	FEB 13 - 14
PRESIDENT'S INVITATIONAL	USATF PACIFIC ASSOCIATION	FEB 15 - 16
MW CONFERENCE CHAMPIONSHIPS	UNIVERSITY OF NEVADA	FEB 26 - 28
MP SPORTS FEDERATION CHAMPIONSHIPS	MOUNTAIN PACIFIC SPORTS FEDERATION	MAR 1 - 2

RenoTahoe



# SILVER STATE INVITATIONAL





#### FIRST NEVADA TRACK MEET

**DECEMBER 4 - 6, 2025** 

**24 UNIVERSITIES** 

**500+ ATHLETES** 

**1,134 ROOM NIGHTS** 

# TOP COMPETING SCHOOLS





# NBS





# LIGHT CIRCUS NEON MUSEUM AT NBS



The Light Circus Neon Museum will be opening in winter 2025 - 2026, aiming for mid to late February. The museum will showcase iconic, vintage neon signs from all over Nevada. The glow from these spectacular neon signs will create an atmosphere that takes visitors to a dreamlike, nostalgic space where guests can learn about our truly exciting and maverick history. Portions of the collection have been exhibited at museums such as: Nevada Museum of Art, National Automobile Museum, Western Folklife Center, Museum of Neon Art, Sparks Heritage Museum and UNR. The Light Circus will have multi-media exhibitions and collections to fully interpret the signs in the collection and their connection to Nevada's pop culture history.

The museum will offer dynamic and unique programming that compliment the neon signs and the stories they tell. We will offer lectures, demonstrations and activities related to Reno's special events and the bowling events in the National Bowling Stadium. The Light Circus will host feature films that were filmed in Nevada or focus on Silver State stories.

The Light Circus will also host special events such as weddings, holiday parties, corporate events and galas. We aim to be a community hub where guests celebrate our colorful history and create new memories of their own.



# **NBS EVENTS**

JULY – DECEMBER



KINGPIN LOUNGE	21 EVENTS	\$91,700
STADIUM CLUB	14 EVENTS	\$16,300
STADIUM THEATER	6 EVENTS	\$5,700

IITS---> NO-LIMITS---> NO-LIMITS---> NO-LIMITS--->

# FY 25/26 ACTUAL VS FY 24/25 ACTUAL

OCTOBER

**OVERALL ROOM TAX REVENUE** 

**4.3% OVER** 

FY 25/26

\$38,114,707 \$36,554,763 FY 24/25

**OVERALL ADR** 

**4 0.4% OVER** 

**\$135.08 \$134.51** FY 25/26 FY 24/25

**OVERALL OCCUPANCY** 

**^ 2.2% OVER** 

66.2% 64.8% FY 25/26 FY 24/25

**TOURISM SALES ROOM NIGHTS** 

**3.4% UNDER** 

59,974 62,095 FY 24/25 FY 25/26

**GROUP SALES ROOM NIGHTS** 

**32.3% OVER** 

**36,838 27,854** FY 24/25 FY 25/26

**VISITOR COUNT** 

**1.9% OVER** 

340,099 333,727 FY 25/26 FY 24/25

# FY 25/26 RESULTS VS FY 25/26 BUDGET

**OCTOBER** 

**OVERALL ROOM TAX REVENUE** 

**▲ 9.8%** OVER

\$38,114,707
RESULTS

\$34,707,512 BUDGET

TOURISM SALES ROOM NIGHTS

**▲ 1.9%** OVER

**59,974 58,847** RESULTS BUDGET

**OVERALL ADR** 

▲ **4.3%**OVER

\$135.08 \$129.55
RESULTS BUDGET

**GROUP SALES ROOM NIGHTS** 

▲ 43.8% OVER

36,838 25,621 **EXAMPLE 36** BUDGET

**OVERALL OCCUPANCY** 

**▲ 3.8%** OVER

66.2% 63.8% RESULTS BUDGET

**VISITOR COUNT** 

**▲ 2.9%**OVER

340,099 330,433 RESULTS BUDGET

# FY 25/26 ACTUAL VS FY 24/25 ACTUAL

JULY - OCTOBER

**OVERALL ROOM TAX REVENUE** 

▼ 1.6% UNDER

\$182,196,202 \$185,075,271 FY 25/26 FY 24/25 **OVERALL ADR** 

▼ **1.4%**UNDER

\$150.77 \$152.85 FY 25/26 FY 24/25 **OVERALL OCCUPANCY** 

▼ **0.3%**UNDER

69.6% 69.8% FY 25/26 FY 24/25

TOURISM SALES ROOM NIGHTS

▲ **1.9%**OVER

**270,605 265,637** FY 25/26 FY 24/25

**GROUP SALES ROOM NIGHTS** 

▲ **6.3%**OVER

133,043 125,137 FY 25/26 FY 24/25 **VISITOR COUNT** 

▼ 0.8% UNDER

1,460,568 1,472,120 FY 25/26 FY 24/25

# FY 25/26 RESULTS VS FY 25/26 BUDGET

JULY - OCTOBER

**OVERALL ROOM TAX REVENUE** 

▲ 5.0%
OVER BUDGET

\$182,196,202 \$173,437,996
RESULTS BUDGET

**OVERALL ADR** 

▲ 2.7% OVER BUDGET

\$150.77 \$146.76 RESULTS BUDGET

**OVERALL OCCUPANCY** 

▲ 0.9%
OVER BUDGET

69.6% 69% RESULTS BUDGET

**TOURISM SALES ROOM NIGHTS** 

▲ 6.3%
OVER BUDGET

**270,605 254,660** RESULTS BUDGET

**GROUP SALES ROOM NIGHTS** 

**▲ 27.1%** OVER BUDGET

133,043 104,691 RESULTS BUDGET

**VISITOR COUNT** 

**▲ 1.1%**OVER BUDGET

1,460,568 1,445,054
RESULTS BUDGET



# THANK YOU





To: RSCVA Board of Directors

From: Robert Chisel, Finance Consultant

Date: December 11, 2025

Subject: Approval of the Annual Comprehensive Financial Report for the

fiscal year ended June 30, 2025, including the Report of

**Independent Auditors.** 

#### **Background:**

The Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025, has been completed, and the Report of Independent Auditors therein has been issued by the RSCVA's external audit firm, Baker Tilly US LLP.

An annual audit of every Nevada local government's financial statements is required by law, and the results of the annual audit must be submitted to the Board.

#### **Summary:**

We are pleased to report that RSCVA's FY 2024 Annual Financial Report has received an unmodified audit opinion from the RSCVA's external audit firm, Baker Tilly US LLP. An unmodified opinion from our external audit firm provides the highest level of assurance that the RSCVA's financial statements are materially correct and fairly presented.

We are also pleased to report that the RSCVA received no material weaknesses, significant deficiencies, or other findings as a result of the audit.

#### Recommendation

Staff recommends that the Board of Directors approve the Annual Financial Report for the fiscal year ended June 30, 2024.



To: RSCVA Board of Directors

From: John McGinnes, Vice President of Sales

Cc: Mike Larragueta, President & CEO

Date: December 05, 2025

Subject: Review, Discuss, and Possible Action to Approve Staff's Recommendation to Award

Request for Proposal 2026-SALES01 for Attendee Transportation Services for the 2026 VFW 127th National Convention in amount not to exceed \$320,000. The amount to include the proposal amount is \$299,328, plus a 10% contingency of

\$20,672.

#### **Executive Summary**

The purpose of this agenda item is to review staff's recommendations to award Request for Proposal 2026-SALES01, Attendee Transportation Services for the 2026 VFW 127th National Convention. This professional service will be included in the Sales budget for fiscal year 2026-2027 with a budgeted amount of up to three hundred twenty thousand dollars (\$320,000.00).

#### Background

A Request for Proposal for attendee transportation services for the 2026 VFW 127th National Convention was released to the public on October 15, 2025. Included in the RFP was the requirement for the proposers to submit a base bid. The base bid included providing transportation to and from the contracted hotels to the Reno-Sparks Convention Center during the convention dates of July 24<sup>th</sup> through July 29<sup>th</sup>, 2026.

A mandatory pre-proposal meeting for this RFP was held in the RSCVA Boardroom on November 03, 2025, at 3:10 PM.

Staff evaluated the proposals and concluded that all the necessary requirements set forth in RFP 2026-SALES01 was met by one of the bidders. Protecting the integrity of the bidding process proposals were to be received in sealed envelopes, where all bids would be unsealed on November 03, 2025, at 3:10 PM. Two of the bidders were deemed unresponsive.



The chart below is a financial summary of the qualifying proposal received:

Contractor	Total Base Bid
Transportation Management Solutions (TMS)	\$299,328.00

#### Recommendation

Based on staff's evaluation of the qualifying proposals received, staff recommends the RFP 2026-SALES01 to Transportation Management Solutions (TMS) in the amount of two hundred ninety-nine thousand three hundred twenty-eight dollars (\$299,328.00). Transportation Management Solutions (TMS) met all the necessary requirements set forth in the RFP.

Staff is also recommending a 10% contingency in the amount of twenty thousand six hundred seventy-two dollars (\$20,672.00). This will make the total amount of the contract not to exceed three hundred twenty thousand dollars. (\$320,000.00)

#### **Proposed Motion**

I move to award the contract for attendee transportation services for the 2026 VFW 127th National Convention under Request for Proposal 2026-SALES01 to Transportation Management Solutions (TMS) under the terms presented and as set forth in Request for Proposal 2026-SALES01 and I direct staff to negotiate and execute the final agreement.



#### FOR DISTRIBUTION – NOT SUBJECT TO ATTORNEY/CLIENT PRIVILEDGE

To: RSCVA Board of Directors

From: RSCVA Legal Counsel

CC: Mike Larragueta

Date: December 8, 2025

Subject: Amendment to the Downtown Events Center Operating Agreement between

RSCVA and City of Reno

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 (as amended, 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 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." Net Income is defined in the Agreements as 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 Agreement<sup>1</sup>. The General Services Allocation attributable to fiscal year 24/25 was \$363,753, and the General Services Allocation attributable to fiscal year 25/26 is estimated to be approximately \$370,00.

At the November 12, 2025, regular meeting of the Reno City Council, the Reno City Council approved that certain Seventh Amendment to the Agreement dated June 13, 2021, between the United States Bowling Congress, the RSCVA, and City of Reno, conditioned on the RSCVA agreeing to amend the Downtown Events Center Management Agreement to remove the obligation of the City of Reno to pay the General Services Allocation to the RSVCA for the balance of the term of the Downtown Events Center Management Agreement.

The proposed Third Amendment to Downtown Events Center Operating Agreement is attached hereto as **Exhibit B** for Board consideration.

#### POTENTIAL MOTION:

I hereby move to approve the Third Amendment to Downtown Events Center Operating Agreement and authorize Mike Larragueta, in his capacity as RSCVA President/CEO, to execute the Amendment on behalf of the RSCVA.

3% annually. Thereafter, the General Services Allocation is increased annually by an amount tied to the Consumer Price Index – All Urban Consumers.

<sup>&</sup>lt;sup>1</sup> During the first five years of the Agreement the General Services Allocation was increased by



#### 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.

<u>Capital Improvements</u>: 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.

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

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

<u>Core Group</u>: 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.

<u>Facility</u>: 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.

<u>Initial FF&E</u>: 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 1<sup>st</sup> to June 30<sup>th</sup> 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 Cityowned 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;
  - 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.
- 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.

- 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 many 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, 3<sup>rd</sup> 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:

Latty For ESCUA

ATTEST:

Gity Clerk

APPROVED AS TO FURM

Hamball Kldmon Ir

CITY OF RENO

Ву: \_

RSCV

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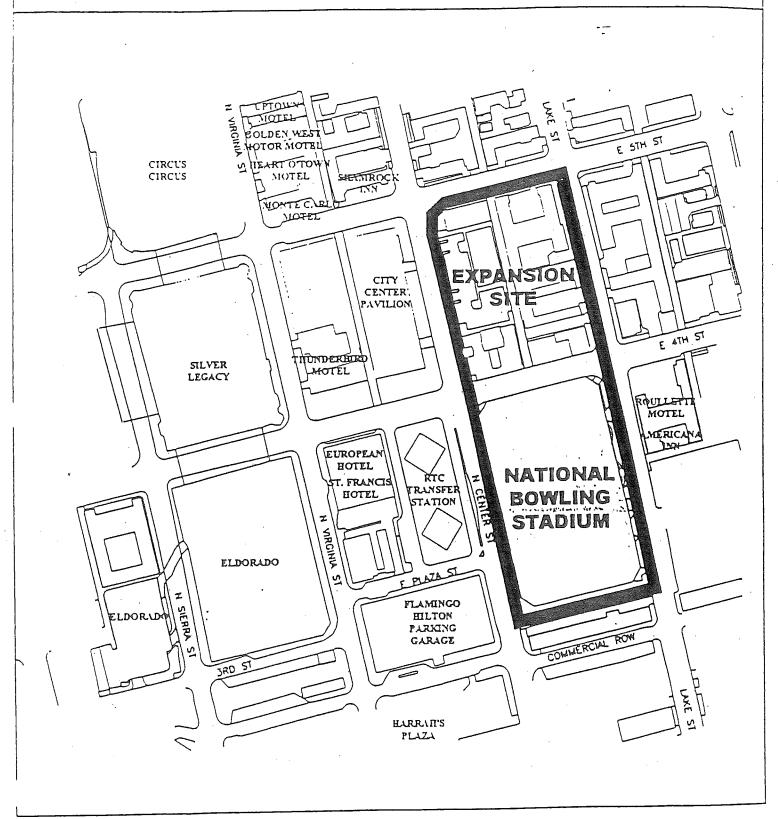
EXHIBIT A

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

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Object	Account	Account
#	#	Description
0.3		Payroll and Related
43	-0301	Wages - Management
		Temporary Personnel Services
	0365 .	I BUILDOISIA Later Empore
	0306	ABCWIBC Labor Expense
	8000	Wages-Casual
	0310	Independent Contract Staffing
	0311	Group insurance
	0312	Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medic2re
	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 & Hest
	0403	Utilitias - Water
	0404	Utilities - Sewer
	0405	Trach Removel
	0407	Fire Protection
	0410	Office Supplies Expenses
		Maintenance Supplies
	0411	
	0412	Jenitorial Supplies
	0415	Macelaneous Supplies
	0420	Postage & Freight
	0421	Communications ·
	0422	Prinding and Binding
	0425	Fuel - Auto
	0430	· All Building & Grounds Related Repairs
	0433	All Vehicle Related Repairs
	0444	- AT Bardom out Baland Barrier
		All Equipment Related Repairs
	0450	Professional Services - Legal
	0452	Professional Services - Other
	0454	Elevator & Escalator Costs
	6460	Contractual Services
	0462	Equip. Lease & Maintenance Agmits.
	0483	Insurance
		Bowling Ball Expense
	6457	
		Repair & Maintenance Pineatters
	0455	LANGE & MARKET LINE LANGES
	0469 (	Bowling Lane Meintenence
		- Miscellaneous Expenses
	0471	Finance Charges '
	0472	Equipment Rental
	0473	- Dues and Subscriptions
		Ucenses
	0474	
		NBS Membership Club
	0481	Credit Cerd Discounts
	0462	Audio - Visual Supplies
	0483	Bowling Pin Expense
	0486	Cost of Goods Sold
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Total Supplies and Services

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

### Downtown Events Center Fund 27130

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			Operating Revenues
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Operating Revenues

Departmental Profit or (Loss)

#### 170.010

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

## DEC - Theater Fund 27132

Oplect	Account	Account
E E	8	Description
03		Payroll and Related
	CC01	Wages - Management
	0305	Temporary Personnel Services
	0308	Wages - Casual
	0311	Group Insurance
	0312	Redrement Expense
	0313	Industrial Insurance
	0317	FICAMedicare
	90(1	1 16 4 HORICAIO
		Total Payroll and Related
64		Supplies and Services
-	0415	Miscellaneous Supplies
	0422	Printing & Blinding
	0455	
	0438	Royaldes and Fees NBS Theater Film Costs
	0470	Macenaneous
	0473	Dues and Subscriptions
	0474	Licenses
	0482	Audio - Viauel Supplies
•	•	Total Supplies and Services
û5		Travel and Entertainment
	0501	Trevel and Lodging
	0504	Registrations
	0805	Local Transportation
	0506	Emergioment
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	•	Total Traval and Emertainment
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	0212	Major Egyloment
	0220	Minor Equipment
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		Erochures
		Advertising Productions
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	0882 .	Consumer Print Media
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		ponting Revenues
	PC354	Thester Revenues
•	R109	Credit Card Discounts
	PC-60	Macelaneous Revenus
	_	
	C	persens Revenues

Departmental Profit or (Locs)

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

## DEC - Parking/Security Fund 27133

Object	Account	Account
2	1	Description
	, ,	Dasclibrott
0.7		Payroll and Related
	1050	Wages - Management
	0305	Temporary Personnel Services
	8050	Wages - Casual
	0311	Group insurance
	0312	' Retirement Expense
	0313	Industrial Insurance
	0317	FICA/Medicare
	0320	Clothing & Uniform Expense
	0321	Employee Training
	0389	Miscellaneous Employee Expense
	A-196	· · · · · · · · · · · · · · · · · · ·
		Total Psyroll and Related
04		Supplies and Services
	0410	Office Supplies Expenses
	0415	Miscelleneous Supplies
	0420	Postage & Freight
	0421	Communications
	0460	Concuracional Services
	0463	Insurance ·
	0470	Miscellaneous
	0473	Dues and Subscriptions
	0474	Licenses
		**************************************
	•	Total Supplies and Services
65	•	Travel and Entertainment
	0501	Trevel and Lodging
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	"	otal Expanditures and Uses
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	R520	Periding Revenues
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	, •	persong Revenues

Departmental Profit or (Loss)

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

### DEC - Marketing Fund 27135

Object	Account	Account
g	*	Description
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0.3		Payroll and Related
	0301	Wages - Management
	0305	Temporary Personnel Services
	8020	Wages - Casual
	0311	Group Insurance
	0312	Refrement Expense
	0313	Industrial Insurance
	0317	FICAMedicare
	0320	Clothing & Uniform Expense
	0321	Employee Training
	0385	Moving Expense
	6650	Miscellaneous Employee Expense
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04		Supplies and Services
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	0415	Miscettaneous Supplies
	0420	Postage & Freight
	0421	Communications
	0422	Printing & Blinding
	0425	Fuel
	0433	Vehide Repeirs
	0460	Contractual Services
	0482	Equip. Lease & Maint Agr.
٠.	0470	Miscellaneous Expenses
•	0471	Finance Charges
	0473	Dues and Subscriptions
	•	Total Supplies and Services
05	•	revel and Entertainment
	0501	Trevel and Lodging
	0504	Registrations
	0505	Local Transportation
	0506	Entertainment ""
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	٦	otal Travel and Entertainment
62		Capital Outley
	0220	Minor Equipment
	. 7	obal Capital Outbay

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

## DEC - Marketing Fund 27135

		,	
Object	Account	Account	
	\$	Description	
	Promotion and Advertising		
08	0601	Hospitality	
	0602	Sales Representation	
	0603	Booth Expense	
	0605	Brochures	
	0606	Promodonal Materials	
	CE11	Advertising Productions	
	0512	Consumer Acvertising	
	0615	Other Advertising	
	0632	New Market Promotion	
	0845	Video Productions	
	0680	Broadcast Media	
	0682	Consumer Print Media	
	1	otal Promotion and Advertising	
	S	special Projects	
07	0715	Prizas & Awards	
	0730	Spedal Promotons	
	0731	Special Event Promotions	
	0732	ABC Size Fees	
	0733	WIBC Costs	
	0734	Special Event Production	
	0750	NBS Costs and Promotions	
	7	otal Special Projects	
	T	otal Expenditures	
	R	evenues	
	<b>R155</b>	Commissions	

Departmental Profit or (Loss)

Total Revenues



### Exhibit B

Proposed Third Amendment to Downtown Events Center Operating Agreement
[see attached]

## THIRD AMENDMENT TO DOWNTOWN EVENTS CENTER OPERATING AGREEMENT

THIS THIRD AMENDMENT TO THE DOWNTOWN EVENTS CENTER (	OPERATING
AGREEMENT (the "Third Amendment"), is made as of the	day of
, 2025, by and between the CITY OF RENO, NEVADA,	a municipal
corporation (the "City"), and the RENO-SPARKS CONVENTION AND	VISITORS
AUTHORITY, a political subdivision of the County of Washoe, Nevada, organized	and operated
pursuant to NRS Chapter 244A (the "RSCVA").	

#### RECITALS

- A. WHEREAS, the RSCVA and the City entered into the Downtown Events Center Operating Agreement (the "Original Operating Agreement"), effective as May 1, 2002, whereby the City engaged the RSCVA to operate, supervise, manage and maintain the Facility pursuant to the terms and conditions of the Original Operating Agreement.
- B. WHEREAS, the RSCVA and the City of Reno executed the First Amendment to the Downtown Events Center Operating Agreement (the "<u>First Amendment</u>"), effective August 1, 2005.
- C. WHEREAS, the RSCVA and the City of Reno executed a second Amendment to the Original Operating Agreement (the "Second Amendment", and collectively with the Original Operating Agreement and First Amendment, the "Operating Agreement"), approved by Council on April 8, 2009. Capitalized terms utilized herein and not otherwise defined shall have the meaning ascribed to such terms in the Operating Agreement.
- D. WHEREAS, Section 7 of the Original Operating Agreement provides that for each year in which the Facility does not generate Net Income, the City shall pay a General Services Allocation ("GSA") to the RSCVA to offset certain costs associated with the operation of the Facility.
- E. WHEREAS, RSCVA and the City of Reno have agreed to remove the obligation of the City to pay the GSA, and are executing this Third Amendment for such purpose.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the RSCVA do covenant and agree as follows:

- 1. <u>Recitals</u>. The City and the RSCVA acknowledge that the Recitals set forth above are true, accurate and correct, and are incorporated herein by this reference.
- 2. <u>Amendment</u>. Section 7 of the Original Operating Agreement titled "General Service Allocation" is hereby deleted in its entirety. For the avoidance of doubt, and the City shall have no obligation to tender the GSA to the RSCVA for fiscal year 2025/2026, or during any ensuing fiscal year thereafter for the duration of the Agreement.

3. <u>Effect of Amendment</u>. This Third Amendment shall control over any contrary provision in the Operating Agreement and shall be effective on the date of its execution and delivery set forth below. Except as amended by the First Amendment, Second Amendment, and this Third Amendment, the Original Operating Agreement is ratified, confirmed and approved by the City and the RSCVA.

IN WITNESS WHEREOF, the City and the RSCVA have entered into this Third Amendment as of the date set forth below.

Date:
ATTEST:
By: City Clerk
APPROVED AS TO FORM
By: City Attorney
CITY OF RENO
By: Mayor
RENO SPARKS CONVENTION AND VISITORS AUTHORITY
By:
Chief Executive Officer

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Date:	
ATTEST:	
By: City Clerk	
APPROVED AS TO FORM	
By:City Attorney	
CITY OF RENO	
By:	
RENO SPARKS CONVENTION AND VIS	ITORS AUTHORITY
By: Chief Executive Officer	



December 2, 2025

Mike Larragueta President & CEO Reno Sparks Convention & Visitors Bureau 4001 S. Virginia Street, Suite G Reno, Nevada 89502

Dear Mr. Larragueta:

In response to Ms. Estrellado's email request regarding the completion of Stephen Ascuaga's second two-year term as a member of the RSCVA Board of Directors expiring on December 31, 2025, the Nevada Resort Association nominates John Farahi of Monarch Casino for appointment for a two-year term beginning on January 1, 2026, and ending on December 31, 2027.

Per RSCVA's request to nominate more than one individual, we are also nominating Jeannie Magdefrau, General Manager of Monarch Casino Resort.

You may reach Mr. Farahi by email at <u>ifarahi@atlantiscasino.com</u> or by contacting him at (775) 824-4401.

If you have any further questions, please do not hesitate to contact our office at 702-735-4888.

Sincerely,

Virginia Valentine President & CEO

**Nevada Resort Association** 

Virginia Valentia

cc: John Farahi



### RSCVA Board of Directors Regular Scheduled Meetings 2026

LOCATION: 4065 S. Virginia Street, RSCVA Board Room

Reno, Nevada 89502

TIME: 10:00 a.m. to 12:00 p.m.

<u>2026</u>

January Thursday, 1/22/2026

February Thursday, 2/26/2026

March Thursday, 3/26/2026

April Thursday, 4/23/2026

May Thursday, 5/28/2026

June Thursday, 6/25/2026

July **NO MEETING** 

August Thursday, 8/27/2026

September Thursday, 9/24/2026

October Thursday, 10/22/2026

Nov/Dec Thursday, 12/10/2026

### **RSCVA Finance & Facilities Committee**

This committee meets once a quarter or at the discretion of the RSCVA staff.

The committee's purpose is to review and provide recommendations regarding the RSCVA's annual budget, monthly financials, and significant RSCVA funds expenditures. This committee also monitors the RSCVA four managed facilities, including the physical condition of the facilities and each's financial performance.

### **RSCVA Executive & Legislative Committee**

This committee meets at the discretion of the RSCVA staff.

The committee's purpose is to review personnel issues that typically involve review and recommendations regarding the CEO's contract, goals, and bonus incentives. This committee also monitors Legislative Sessions for the intended purpose of developing an RSCVA legislative platform and providing advice on legislative issues impacting the RSCVA.

