

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
(DOWNTOWN RENO BUSINESS IMPROVEMENT DISTRICT)**

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is entered this ____ day of _____, 2025, by and between the City of Reno, Nevada, as municipal corporation (“**City**”), and the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation (“**Association**”).

RECITALS

A. **WHEREAS**, the City and Association previously entered into a Professional Services Agreement dated May 23, 2018 and a First Amendment to the Professional Services Agreement dated August 14, 2019 (collectively, the “**Agreement**”), setting forth terms and conditions for the Association to govern, manage, operate and administer the Downtown Reno Business Improvement District (“**BID**”); and,

B. **WHEREAS**, pursuant to Ordinance No. 6518 adopted by the Reno City Council on May 22, 2019, the City approved changes to the Management Plan (Exhibit “A”) and levied special assessments against lands specially benefitted by the BID to defray the costs of the project; and

C. **WHEREAS**, the Agreement obligates the City to provide certain City Maintenance Services and Supplemental Police Services within the BID and allows the City to retain a City Maintenance Payment and a Supplemental Police Services Payment from funds collected within the BID; and,

D. **WHEREAS**, Section 3.2 of the Agreement allows the City and the Association to mutually agree to modify the scope, type and level of Supplemental Police Services; and,

E. **WHEREAS**, Section 3.3 of the Agreement allows the City and the Association to mutually agree to modify the scope, type and level of City Maintenance Services; and

F. **WHEREAS**, due to changing economic conditions, the City and the Association have agreed to eliminate Supplemental Police Services and the Supplemental Police Services Payment, and modify the City Maintenance Services and the City Maintenance Payment as set forth in the Agreement; and

G. **WHEREAS**, the elimination of Supplemental Police Services and the Supplemental Police Services Payment warrants clarification of base level of police services provided by the City of Reno.

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by reference into this Amendment, the parties mutually agree to amend the Agreement and replace or delete the original identified sections, subsections, and/or exhibits identified below in the Agreement in their entirety as set forth below:

Article 1

1.1 Definitions.

The definition of “Supplemental Police Services” is deleted in its entirety.

The definition of “Supplemental Police Services Payment” is deleted in its entirety.

1.2 Exhibits.

The reference to Exhibit D is deleted in its entirety.

Article 2

2.3.2 Operating Budget.

On or before February 1 of each year during the Term, Association shall prepare, file with the City Clerk and provide to the City Manager and City Council for review and approval for conformance with applicable Laws and the purposes and intent of the BID the Operating Budget for the subsequent Fiscal Year in the line item form attached hereto as Exhibit “F”. Such approval not to be unreasonably withheld and is subject to the results of the public hearing held pursuant to NRS 271.377. Association is authorized to expend BID Revenues for all Operating Expenses set forth in the approved Operating Budget. The Operating Budget shall include the following information in accordance with NRS 271.472:

- (a) The name of the District;
- (b) The Fiscal Year to which the report applies;
- (c) Any proposed changes to the boundaries of the District for that Fiscal Year;
- (d) The BID Services to be provided for that Fiscal Year;
- (e) An estimate of the projected Operating Expenses for that Fiscal Year, including the cost of providing the BID Services set forth pursuant to paragraph (d);
- (f) An estimate of the projected BID Revenues for that Fiscal Year;
- (g) The method and basis of levying each assessment to be levied for that Fiscal Year in sufficient detail to allow each property owner to calculate the amount of the assessment to be levied against his or her property for that Fiscal Year;
- (h) The amount of any surplus or deficit to be carried over from a preceding Fiscal Year; and
- (i) The amount of any money received by Association from sources other than assessments levied pursuant to NRS Chapter 271.

The Operating Budget shall also include any request by the Association for modification to established City Maintenance Services for the Fiscal Year.

Any changes resulting from the public hearing held pursuant to NRS 271.377 shall be incorporated into the final Operating Budget for the subsequent Fiscal Year.

Any BID Revenue which is not expended in a Fiscal Year shall roll into the appropriate designated accounts (Standard, Premium, and Premium Plus BID Services) in accordance with the Management Plan and become available for expenditure by Association in subsequent Fiscal Year(s); provided, in the event the BID is terminated any remaining

unused BID Revenue at the time of termination shall be returned to the City for administration in accordance with applicable Law. The Parties agree that the approved Operating Budget for the BID for the Fiscal Year shall be in such amount approved by the City each Fiscal Year in accordance with this section.

Article 3

3.2 Supplemental Police Services.

Section 3.2 is deleted in its entirety.

3.5.2 Supplemental Police Services Payment.

Section 3.5.2 is deleted in its entirety.

3.5.3 City Maintenance Services. City shall retain from BID Revenues an amount equal to the City Maintenance Payment, which funds shall be paid to the City in satisfaction of all payments due for City Maintenance Services. The City Maintenance Services Payment for Fiscal Year 2024/2025 shall be \$479,550.00, unless otherwise modified pursuant to Section 3.3.

Article 8

8.10 Approvals. Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. Where this Agreement specifically refers to City Council, then City Council approval, consent, or waiver is required. The City hereby authorizes the foregoing persons to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City. Notwithstanding anything to the contrary in this Agreement, the City Manager shall be authorized to approve and sign any amendments to this Agreement and its Exhibits in order to make this Agreement and its Exhibits consistent with the approved Operating Budget of the Association.

Exhibits

Exhibit “C” – Base Services for the Downtown Reno Business Improvement District.

Exhibit C of the Agreement is hereby amended and restated in its entirety as attached hereto.

Exhibit “D” – Supplemental Police Services Description.

Exhibit D of the Agreement is deleted in its entirety.

Exhibit “E” – Maintenance Services Description.

Exhibit E of the Agreement is hereby amended and restated in its entirety as attached hereto.

This Amendment shall be effective on the date it is duly executed by all of the parties. The parties agree that this Amendment, together with the original Agreement, its attachments, contains the entire agreement of the parties and supersedes any written or oral representations, promises, warranties, or other undertakings made during the negotiation of this Amendment.

This Amendment may be executed in counterparts and is effective when each party receives a complete set of counterpart signature pages. All other terms and conditions of the original Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

ASSOCIATION:
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT,
A Nevada nonprofit corporation

By: _____
Tony Marini, President

Dated: _____

CITY:
CITY OF RENO

ATTEST:

By: _____
Hillary Schieve, Mayor

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM

By: _____
Deputy City Attorney

Add administrative ability to make minor changes to the PSA and exhibits.

Exhibit “C”

Base Services for the Downtown Reno Business Improvement District

The Downtown Reno Business Improvement District (BID) Base Services described below are provided by the departments of Parks, Recreation & Community Services; Police; and Public Works. Negative fluctuations in the economy may lead to fiscal constraints and could require a reduction in budgets affecting these services. Any services funded through grants or other non-City revenue may also be subject to fluctuating service levels.

Parks, Recreation & Community Services & Public Work

Activity	Non- BID Service Level	2024-2025 Total
Citywide		
Illegal Dumping and Unattended Property Removal	Within two days of notification to M&O or as discovered by staff.	\$0
Street Light and Traffic Signal Maintenance	City owned street lights are re-lamped, replaced, and maintained as needed. This includes Sternberg street lights and alleyway lighting.	\$0
Street Sign and Wayfinding Sign Maintenance	As needed	\$0
Graffiti Removal	As needed	\$0
Street Snow Removal	As needed	\$0
Special Event Sweepings/ Washings	As needed. Billed to the promoter	\$0
Street Sweeping	Once per month	\$0
Weed Removal	Minimum 2 times per year	\$0
Crosswalk Striping	Every other year	\$0
Long line striping	Every other year	\$0
Curb painting	Every other year	\$0

Reno Police Department

- **Patrols** –The base police patrol services are provided in the form of bike teams, patrol cars, walking teams, or any other type of equivalent police service within the sole discretion of the City Police Chief.

Exhibit “E”

Maintenance Services Description.

The Maintenance Services provided within the BID District will include the following:

		COR			
Activity	Frequency	Time (Hours)	Dedicated Staff Costs	Supplies & Equipment	2024 – 2025 Total
BID Wide Services (Includes Base Services and BID Wide Services and Premium Services)					
Public Trash Receptacles- Pressure Washing, Repairs, Paint, Replacement, Emptying	Emptied three times a week by Waste Management. City of Reno staff empty daily as needed.	600	\$24,141.00	\$21,481.77	\$45,622.77
Riverwalk- General cleaning, maintenance, landscape, including replacing flowers and weeding, irrigation maintenance and repair, and pressure washing	Weekly	468	\$30,859.96	\$11,115.78	\$41,975.74
Street Mechanical Sweeping	Once every two weeks (Streets outside the BID are swept once per month)	234	\$19,978.92	\$26,500.00	\$46,478.92
Curb painting	Up to twice a year	280	\$20,769.00	\$7,813.00	\$28,582.00
Long-line Striping	Every year	60	\$5,122.80	\$1,338.00	\$6,460.80
Crosswalk Striping	Every year	200	\$14,835.00	\$4,042.00	\$18,877.00
Total		1,842	\$115,706.68	\$72,290.54	\$187,997.22

Yellow indicates street fund employees. This work is in addition to people who are assigned downtown.

The Maintenance Services provided within the BID District premium maintenance level area¹ by the City will include the following:

Activity	Frequency	Time (Hours)	COR Dedicated Staff Costs	Supplies & Equipment	2024-2025 Total
Premium Services Area (Includes Base Services and BID Wide Services and Premium Services and Premium Plus Services)					
Detail Cleaning of Public Benches, Public Bike Racks	As needed	54	\$2,172.69	\$1,763.36	\$3,936.05
Alleyway Pressure Washing, Cleaning, and Graffiti Removal- Lovers Lane, Fireside Alley, Gallery Alley, and Unnamed Alley-Midblock 2nd Street, between Sierra and West from 2nd Street to Montage property.	Every other week	380	\$23,415.40	\$9,871.78	\$33,287.18
All Sidewalks within BID Premium Services Area- Pressure Washing, Cleaning, and Graffiti Removal	4 times per year	350	\$21,981.00	\$6,947.70	\$28,928.70
Planter Boxes- Planting, Pruning, Weeding, and Irrigation Maintenance. Not Trees	As needed	60	\$4,219.90	\$2,848.18	\$7,068.08
Total		844	\$51,788.99	\$21,431.02	\$73,220.0

¹As defined in Exhibit A, Management Plan, BID map, p. 9.

The Maintenance Services provided within the BID District premium plus level area (Virginia St.) by the City will include the following:

Activity	Frequency	Time (Hours)	COR Dedicated Staff Costs	Supplies & Equipment	2024-2025 Total
Premium Plus Service Areas					
Detail Cleaning of Public Benches, Public Bike Racks	As needed	150	\$6,035.25	\$5,120.44	\$11,155.69
Alleyway Pressure Washing, Cleaning, and Graffiti Removal- Lincoln Alley, Douglas Alley, Fulton Alley South, Fulton Alley North,	Weekly	800	\$54,793.00	\$18,509.02	\$73,302.02
All Sidewalks within BID Premium Plus Services Area- Pressure Washing, Cleaning, and Graffiti Removal	Weekly	1,220	\$84,813.00	\$17,746.26	\$102,559.26
Snow Removal on Sidewalks in Premium Plus Services Area	During snow event	TBD		\$2,000.00	\$2,000.00
Planter Boxes- Planting, Pruning, Weeding, and Irrigation Maintenance. Not Trees	As needed	10	\$853.80	\$2,141.36	\$2,995.16
Weekend garbage can service, spot cleaning. Part-time employee	16 Hours per week, Saturday & Sunday	832	\$14,560.00	\$11,761.38	\$26,321.38
Total		3,012	\$161,055.05	\$57,278.46	\$218,333.51

Yellow indicates street fund employees. This work is in addition to people who are assigned downtown.