

Amendment No. 12

Assembly Amendment to Senate Bill No. 1 First Reprint (BDR S-9)
Proposed by: Assembly Committee of the Whole
Amends: Summary: No Title: No Preamble: No Joint Sponsorship: No Digest: Yes

Adoption of this amendment will MAINTAIN the 2/3s majority vote requirement for final passage of S.B. 1 R1 (§§ 33, 50, 57, 58).

ASSEMBLY ACTION	Initial and Date	SENATE ACTION	Initial and Date
Adopted <input type="checkbox"/>	Lost <input type="checkbox"/> _____	Adopted <input type="checkbox"/>	Lost <input type="checkbox"/> _____
Concurred In <input type="checkbox"/>	Not <input type="checkbox"/> _____	Concurred In <input type="checkbox"/>	Not <input type="checkbox"/> _____
Receded <input type="checkbox"/>	Not <input type="checkbox"/> _____	Receded <input type="checkbox"/>	Not <input type="checkbox"/> _____

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill proposed to be retained in this amendment.

BJF/MSN



Date: 10/14/2016

S.B. No. 1—Enacts the Southern Nevada Tourism Improvements Act. (BDR S-9)



SENATE BILL NO. 1—COMMITTEE OF THE WHOLE

PREFILED OCTOBER 9, 2016

Referred to Committee of the Whole

SUMMARY—Enacts the Southern Nevada Tourism Improvements Act. (BDR S-9)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to tourism infrastructure projects; enacting the Southern Nevada Tourism Improvements Act; establishing in Clark County a stadium district for the financing of a National Football League stadium project or a college football stadium project; creating a public body to carry out the provisions of law governing the National Football League stadium project or the college football stadium project, as applicable; providing for a Board of Directors to govern each such public body; prescribing the powers and duties of such a public body and its Board of Directors; requiring the imposition of taxes on the gross receipts from the rental of transient lodging in the stadium district; providing for the administration, collection, distribution and use of such taxes; requiring the issuance of general obligations of Clark County for the financing of a National Football League stadium project or a college football stadium project under certain circumstances; establishing and prescribing the powers and duties of an Oversight Panel for Convention Facilities in Clark County; requiring the imposition of a tax on the gross receipts from the rental of transient lodging in Clark County and in each incorporated city in the County; requiring the proceeds of this tax to be used to pay the cost of the renovation or expansion of the Las Vegas Convention Center or the principal and interest on bonds or other securities issued to defray the costs of such a project; establishing a maximum amount of the collection fees for the collection of the tax on the gross receipts from the rental of transient lodging in Clark County and incorporated cities in the County; providing that collection fees in excess of the maximum amount must be used for the purpose of renovating or expanding certain convention facilities in Clark County; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

1 This bill enacts the Southern Nevada Tourism Improvements Act to establish a method to
2 finance projects that are intended to assist the Las Vegas area in remaining a premier center
3 for entertainment, conventions and trade shows in the world. Specifically, this bill establishes
4 a method to finance: (1) a National Football League stadium project or, if certain conditions
5 for a National Football League stadium project are not satisfied, a college football stadium
6 project for the University of Nevada, Las Vegas; and (2) a renovation and expansion of the
7 Las Vegas Convention Center. **Sections 21-37** of this bill establish a method to finance the
8 acquisition, construction, lease, improvement, equipping, operation and maintenance of a
9 National Football League stadium project. To finance the project, **section 33** imposes a duty
10 on the Board of County Commissioners of Clark County to adopt an ordinance imposing a tax
11 on persons in the business of providing lodging in the stadium district created by **section 21**
12 of this bill. Under **section 38** of this bill, if certain conditions for the undertaking of the National
13 Football League stadium project are not satisfied, the President of the University of Nevada,
14 Las Vegas, may elect to pursue a college football stadium project. If, after the President of the
15 University makes such an election, certain conditions are satisfied, the proceeds of the tax
16 imposed pursuant to **section 33** of this bill must be transferred to a Campus Improvement
17 Authority created by **section 39** of this bill to carry out the college football stadium project
18 under **sections 39-52** of this bill. If the President of the University does not elect to pursue a
19 college football stadium project or makes such an election but fails to satisfy certain
20 conditions, the proceeds of the tax imposed pursuant to **section 33** of this bill must be
21 transferred to the Las Vegas Convention and Visitors Authority and used to pay the costs to
22 renovate or expand the Las Vegas Convention Center pursuant to **sections ~~53-61.5~~ 53-61.7**
23 of this bill or the principal and interest on bonds or other securities issued for that project.

24 **Section 21** of this bill creates a stadium district in Clark County to finance a National
25 Football League stadium project and provides that the district consists of all property located
26 in the County that is within a radius of 25 miles from the location at which the Board of
27 County Commissioners holds its regular meetings. **Section 21** also creates the Clark County
28 Stadium Authority as a public body to carry out the provisions of this bill governing the
29 National Football League stadium project. **Sections 22 and 23** of this bill set forth the
30 qualifications and the procedure for the appointment of the members of the Board of Directors
31 of the Stadium Authority. **Sections 24-28** of this bill prescribe the general powers of the
32 Stadium Authority and its Board.

33 **Section 29** of this bill requires the Stadium Authority to negotiate and enter into a
34 development agreement for the development and construction of the National Football League
35 stadium project and a lease agreement for the operation of the project if the Board of Directors
36 makes certain determinations relating to the location or relocation of a National Football
37 League team within the stadium district and the selection of partners for the development,
38 construction and operation of the project. **Section 29** requires certain provisions relating to the
39 construction, financing and operation of the National Football League stadium project to be
40 included in the development agreement and the lease agreement. **Section 35** of this bill sets
41 forth additional provisions which must be included in the development agreement and lease
42 agreement, including, without limitation, the maximum financial contribution of the Stadium
43 Authority to the development and construction of the National Football League stadium
44 project. **Section 29.5** of this bill requires, as part of the development and operation of the
45 National Football League stadium project, the development of a community benefits plan and
46 the creation of a stadium community oversight committee to carry out the community benefits
47 plan. **Section 30** of this bill provides for the confidentiality of certain information provided to
48 the Stadium Authority under certain circumstances. **Section 31** of this bill generally exempts
49 the National Football League stadium project from laws requiring competitive bidding or
50 specifying procedures for the procurement of goods or services, and from the statutory
51 provisions governing public works projects, except that the pertinent construction contracts
52 must comply with the statutory prevailing wage provisions and, if the Stadium Authority
53 determines a subcontract can be competitively bid without affecting the quality of the project,
54 must be competitively bid. Additionally, **section 31.5** of this bill requires that any contract or
55 agreement entered into by a ~~general~~ prime contractor for the construction of the National
56 Football League stadium project must include provisions requiring that **at least** 15 percent of
57 the subcontracts for the project must be with small local businesses.

58 **Section 32** of this bill requires the Stadium Authority to retain the sole and exclusive
59 right to enter into agreements for the sale, license or transfer of personal seat licenses, stadium
60 builder's licenses or other similar instruments for any and all seats in the National Football
61 League stadium project. Under **section 32**, the proceeds from the sale, license or transfer of
62 such licenses or instruments must be used to pay a portion of the costs of the construction of
63 the National Football League stadium project.

64 **Section 33** of this bill requires the Board of County Commissioners of Clark County to
65 impose a tax on persons in the business of providing lodging in the stadium district at the rate
66 of: (1) eighty-eight one-hundredths of one percent of the gross receipts from the rental of
67 transient lodging located in the primary gaming corridor in the stadium district; and (2) one-
68 half of one percent of the gross receipts from the rental of transient lodging in all other areas
69 of the stadium district. **Section 34** of this bill sets forth the purposes for which the County and
70 the Stadium Authority must use the proceeds of the tax. **Section 36** of this bill requires the
71 Board of County Commissioners of Clark County to issue general obligations of the County in
72 an amount not to exceed \$750,000,000 if certain conditions are satisfied and prescribes the
73 procedure for the issuance of those general obligations. **Section 36** also requires the proceeds
74 from the issuance of the general obligations to be distributed to the Stadium Authority and
75 used for certain purposes related to the National Football League stadium project.

76 If a National Football League team does not commit to locate or relocate to the stadium
77 district within a certain period of time or if certain other conditions are not satisfied, **section**
78 **38** of this bill authorizes the President of the University of Nevada, Las Vegas, to pursue a
79 college football stadium project. If such an election is made, **sections 39-52** of this bill
80 establish a method to finance the acquisition, construction, lease, improvement, equipping,
81 operation and maintenance of the college football stadium project. **Section 39** of this bill
82 creates a stadium district and a Campus Improvement Authority to carry out the provisions of
83 **sections 39-52** of this bill governing such a college football stadium project. **Sections 40 and**
84 **41** of this bill set forth the qualifications and the procedure for the appointment of the
85 members of the Board of Directors of the Campus Improvement Authority. **Sections 42-46** of
86 this bill prescribe the general powers of the Board of Directors of the Campus Improvement
87 Authority, which include, without limitation, the authority to construct and operate a college
88 football stadium project in the stadium district. Additionally, **section 48.5** of this bill requires
89 that any contract or agreement entered into by a ~~general~~ **prime contractor, construction**
90 **manager or project manager** for the construction of the college football stadium project
91 must include provisions requiring that at least 15 percent of the subcontracts for the project
92 must be with small local businesses. **Section 50** of this bill provides that if a college football
93 stadium project is pursued, the Board of County Commissioners of Clark County must reduce
94 the tax on persons engaged in the business of providing lodging in the stadium district
95 imposed for the National Football League stadium project to a rate of: (1) three-eighths of one
96 percent in the primary gaming corridor in the stadium district; and (2) one-quarter of one
97 percent in all other areas of the stadium district. **Section 51** of this bill sets forth the purposes
98 for which the Campus Improvement Authority may use the proceeds of the tax. **Section 52** of
99 this bill requires the Board of County Commissioners of Clark County to issue general
100 obligations of the County in an amount not to exceed \$300,000,000 if certain conditions are
101 satisfied, including, without limitation, a condition requiring the University to raise
102 \$200,000,000 for the cost of construction of a college football stadium. **Section 52** also
103 requires the proceeds of these general obligations to be distributed to the Campus
104 Improvement Authority and used for certain purposes related to the college football stadium
105 project.

106 **Sections ~~53-61.5~~ 53-61.7** of this bill establish a method to finance the renovation or
107 expansion of the Las Vegas Convention Center. **Section 53** creates in Clark County an
108 Oversight Panel for Convention Facilities and prescribes the composition of the Oversight
109 Panel. **Section 54** requires the Las Vegas Convention and Visitors Authority to provide
110 certain information to the Oversight Panel and to request the Oversight Panel's approval of the
111 plan for the renovation and expansion of the Convention Center and the issuance of bonds to
112 finance that project. **Section 55** sets forth the procedures for the Oversight Panel's review and
113 approval or disapproval of these requests. **Section 56** revises provisions governing the
114 collection fee retained from the proceeds of the transient lodging tax by Clark County and
115 each incorporated city in the County to provide that: (1) the sum of the collection fees retained
116 by the county and the cities must not exceed a total of 10 percent of the proceeds of the tax or

117 \$25,000,000, whichever is less; and (2) any collection fee in excess of a total of \$25,000,000
118 must be used solely for the renovation or expansion of the Convention Center and to pay the
119 principal and interest on securities issued to defray the costs of such a project. Under **sections**
120 **57 and 58**, the Board of County Commissioners of Clark County and the city council or other
121 governing body of each incorporated city in the County must impose a tax upon persons
122 engaged in the business of providing lodging at a rate of one-half of one percent on the gross
123 receipts from the rental of transient lodging in the county or city, as applicable. **Sections 59**
124 **and 60** require the proceeds of these taxes to be distributed to the Las Vegas Convention and
125 Visitors Authority to be used solely for the expansion of the Convention Center and to pay the
126 principal and interest on securities issued to fund the costs of such a project. **Section 61**
127 prescribes the procedure for the issuance of general obligations, in the name of and on behalf
128 of Clark County, to defray the costs of the renovation or expansion of the Convention Center.
129 Additionally, **section 61.5** of this bill requires that any contract or agreement entered into by a
130 ~~general~~ **prime contractor, construction manager or project manager** for the construction
131 of the renovation and expansion of the Convention Center must include provisions requiring
132 that **at least 15** percent of the subcontracts for the project must be with small local businesses.
133 Under **section 38** of this bill, if certain conditions for the construction of the National Football
134 League stadium project and certain conditions for the college football stadium project are not
135 satisfied, the proceeds of the tax imposed to finance those projects must be transferred to the
136 Convention Authority and used to pay the costs to renovate or expand the Las Vegas
137 Convention Center pursuant to **sections ~~53-61.5~~ 53-61.7** of this bill or the principal and
138 interest on bonds or other securities issued for that project.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** This act may be cited as the Southern Nevada Tourism
2 Improvements Act.

3 **Sec. 2.** 1. The Legislature hereby finds that:

4 (a) For more than three decades, the State of Nevada has been one of the
5 fastest-growing states in the United States in terms of population, with the
6 overwhelming majority of this population growth occurring in Clark County,
7 Nevada, a region that is projected to add over 3,000 new residents each month for
8 at least the next 10 years.

9 (b) Clark County is positioned to continue as one of the fastest-growing areas
10 in the nation, and it is both the home to and the social, cultural and recreational
11 arena and marketplace for a booming population of over 2.14 million residents,
12 with over 2.08 million of those residents living and recreating within the Las Vegas
13 Valley urban area.

14 (c) The Las Vegas area is also a getaway to over 42 million tourists annually
15 who visit for the world-class entertainment, hospitality, gaming, fine dining and
16 shopping and who want to experience and enjoy the world-famous, unique and
17 incomparably distinctive Las Vegas Strip, known as the heart of the Entertainment
18 Capital of the World.

19 (d) The number of tourists visiting the Las Vegas area is expected to increase
20 annually, with some projections estimating nearly 1 million additional visits each
21 year.

22 2. The Legislature hereby finds that:

23 (a) Because the Las Vegas area is the most visited and economically significant
24 tourism market within this State, the tourism industry within the Las Vegas area is
25 critically important to the economy of that local area and this State, and the
26 continued growth and success of the tourism industry within the Las Vegas area is

1 particularly vital to the general welfare and prosperity of that local area and this
2 State.

3 (b) A significant part of the continued growth and success of the tourism
4 industry within the Las Vegas area depends upon the unique attractiveness,
5 excitement, atmosphere and vitality of the Las Vegas Strip and the development of
6 new, innovative and diversified facilities, venues and forms of entertainment within
7 the Las Vegas area to ensure that the area may:

8 (1) Continue to be the preferred and premier destination for tourists from
9 all walks of life in the ever-advancing technological age of the 21st century;

10 (2) Remain competitive with other national and international tourism
11 destinations that are continually evolving and seeking to draw more tourists to their
12 facilities, venues and forms of entertainment; and

13 (3) Retain its world-famous, unique and incomparably distinctive status as
14 the Entertainment Capital of the World.

15 3. The Legislature hereby finds that:

16 (a) The gaming industry has been an essential component of the economic
17 success of the tourism industry within the Las Vegas area, and the continued
18 growth and success of the gaming industry within the Las Vegas area is particularly
19 vital to the general welfare and prosperity of that local area and this State.

20 (b) Although the continued growth and success of the gaming industry is
21 essential to the welfare of the Las Vegas area and this State, it is also essential to
22 diversify the tourism industry within the Las Vegas area by developing new,
23 innovative and diversified facilities, venues and forms of entertainment, which will
24 increase overall tourism and economic activity within the Las Vegas area and
25 thereby inure to the benefit of not only the gaming industry and its employees but
26 other local businesses and their employees and the residents of the area as well.

27 (c) The diversification of the tourism industry within the Las Vegas area
28 promotes the Legislature's economic goals of reducing Nevada's unemployment
29 rate, stabilizing and improving Nevada's economy, and developing high-value job
30 opportunities by diversifying Nevada's industries, creating and fostering new
31 businesses, retaining and expanding existing businesses and attracting and
32 relocating businesses from outside this State.

33 4. The Legislature hereby finds that:

34 (a) It is in the public interest and beneficial to the public welfare to diversify,
35 enhance and grow the largest tourism market in this State through the development
36 of large-scale and one-of-a-kind convention, entertainment and sports venues and
37 facilities within the Las Vegas area, including the Las Vegas Strip, by constructing
38 and operating:

39 (1) A state-of-the-art stadium capable of attracting professional sports
40 franchises, such as teams from the National Football League or Major League
41 Soccer, hosting national sporting events, such as the Super Bowl and collegiate
42 bowl, playoff, tournament and championship games, and holding other large-scale
43 entertainment and sports events, such as concerts, festivals, motor sports,
44 prizefighting and rodeos; and

45 (2) An improved, expanded and updated Las Vegas Convention Center so
46 that it is a premier facility for attracting and retaining conventions and trade shows.

47 (b) Because the Las Vegas area, including the Las Vegas Strip, is the largest
48 tourism market in this State and because the Las Vegas area, including the Las
49 Vegas Strip, is world famous, unique and incomparably distinctive, the Las Vegas
50 area is the only area in this State that:

51 (1) Is appropriate and suitable for the development of such large-scale and
52 one-of-a-kind convention, entertainment and sports venues and facilities; and

1 (2) Has all the necessary local and special attributes, conditions and
2 resources that are essential to support such large-scale and one-of-a-kind
3 convention, entertainment and sports venues and facilities, including, without
4 limitation, the necessary economic conditions, capital investment, infrastructure,
5 support industries and businesses, workforce, population and visitors.

6 5. The Legislature hereby declares that:

7 (a) Because the Las Vegas area is the only area in this State that is appropriate
8 and suitable for the development of such large-scale and one-of-a-kind convention,
9 entertainment and sports venues and facilities and has all the necessary local and
10 special attributes, conditions and resources that are essential to support such venues
11 and facilities, it is necessary to enact a law of local and special application to
12 promote, develop and secure the advantages of the local and special characteristics
13 and circumstances within the Las Vegas area, which are found nowhere else within
14 this State, and to benefit the residents of that local and special area.

15 (b) Therefore, given that a law of local and special application is necessary to
16 promote, develop and secure the advantages of the local and special characteristics
17 and circumstances within the Las Vegas area, which are found nowhere else within
18 this State, and given that such a law is necessary to benefit the residents of that
19 local and special area, a general law cannot be made applicable to the purposes,
20 objects, powers, rights, privileges, immunities, liabilities, duties and disabilities set
21 forth in this act.

22 **Sec. 3.** Except as otherwise provided in this act or unless the context
23 otherwise requires, the terms used or referred to in this act have the meanings
24 ascribed to them in the Local Government Securities Law, but the definitions set
25 forth in sections 4 to 20, inclusive, of this act, unless the context otherwise requires,
26 govern the construction of this act.

27 **Sec. 4.** “Board of County Commissioners” means the Board of County
28 Commissioners of Clark County.

29 **Sec. 5.** “Board of Directors”:

30 1. As used in sections 21 to 38, inclusive, of this act, means the Board of
31 Directors of the Stadium Authority appointed pursuant to subsection 1 of section 22
32 of this act.

33 2. As used in sections 39 to 52, inclusive, of this act, means the Board of
34 Directors of the Campus Improvement Authority appointed pursuant to subsection
35 1 of section 40 of this act.

36 **Sec. 6.** “Board of Regents” means the Board of Regents of the University of
37 Nevada.

38 **Sec. 7.** “Campus Improvement Authority” means the Campus Improvement
39 Authority created by section 39 of this act.

40 **Sec. 8.** “College football stadium project” means any enterprise to acquire,
41 construct, lease, improve, equip, operate or maintain, or any combination thereof,
42 within the boundaries of the stadium district a football stadium capable of hosting
43 the home games of the University’s football team and that complies with the
44 requirements of section 46 of this act and all necessary or desirable appurtenances
45 or incidentals thereof.

46 **Sec. 9.** “Convention Authority” means the fair and recreation board of the
47 County, designated by resolution pursuant to NRS 244.654 as the Las Vegas
48 Convention and Visitors Authority.

49 **Sec. 10.** “County” means Clark County, Nevada.

50 **Sec. 11.** “Developer partner” means a person who provides money to pay the
51 costs of the acquisition, construction, leasing, improvement, equipping, operation or
52 maintenance, or any combination thereof, of the National Football League stadium

1 project or the cost of any capital improvements to the National Football League
2 stadium project.

3 **Sec. 12.** “National Football League stadium project” means any enterprise to
4 acquire, construct, lease, improve, equip, operate or maintain, or any combination
5 thereof, within the boundaries of the stadium district a football stadium capable of
6 hosting the home games of the National Football League team and that complies
7 with section 29 of this act and all necessary or desirable appurtenances or
8 incidentals thereof.

9 **Sec. 13.** “National Football League team” means the National Football
10 League team that is locating or relocating within the stadium district.

11 **Sec. 14.** “Oversight Panel” means the Oversight Panel for Convention
12 Facilities created by section 53 of this act.

13 **Sec. 15.** “Person” means a natural person, any form of business or social
14 organization and any other nongovernmental legal entity, including, but not limited
15 to, a corporation, partnership, association, trust or unincorporated organization. The
16 term does not include a government, governmental agency or political subdivision
17 of a government.

18 **Sec. 16.** “Stadium Authority” means the Clark County Stadium Authority
19 created by section 21 of this act.

20 **Sec. 17.** “Stadium district”:

21 1. As used in sections 21 to 38, inclusive, of this act, means the district
22 created by section 21 of this act to finance the National Football League stadium
23 project.

24 2. As used in sections 39 to 52, inclusive, of this act, means the district
25 created by section 39 of this act to finance the college football stadium project.

26 **Sec. 18.** “Stadium Events Company” means a person whose business is
27 organized under the laws of this State for the purpose of leasing the National
28 Football League stadium project from the Stadium Authority and owned by:

29 1. The National Football League team or its affiliate;

30 2. A developer partner or its affiliate; or

31 3. The National Football League team or its affiliate and a developer partner
32 or an affiliate of a developer partner.

33 **Sec. 19.** “System” means the Nevada System of Higher Education.

34 **Sec. 20.** “University” means the University of Nevada, Las Vegas.

35 **Sec. 21.** 1. There is hereby created in the County a stadium district to
36 finance the National Football League stadium project. The stadium district consists
37 of all property located within:

38 (a) The County, including, without limitation, all property within an
39 incorporated city in the County; and

40 (b) A radius of 25 miles from the location at which the Board of County
41 Commissioners holds its regular meetings as of the effective date of sections 21 to
42 37, inclusive, of this act.

43 2. The Clark County Stadium Authority is hereby created.

44 3. The Stadium Authority constitutes:

45 (a) A body corporate and politic; and

46 (b) A political subdivision of the County, the boundaries of which are
47 coterminous with the boundaries of the stadium district.

48 4. The County Treasurer is ex officio Treasurer of the Stadium Authority.

49 5. Except as otherwise provided in this act, the Stadium Authority and its
50 officers and employees are subject to, must comply with and are entitled to all
51 rights, privileges and immunities recognized by the laws of this State applicable to
52 political subdivisions and their officers and employees, including, without
53 limitation, NRS 41.0305 to 41.039, inclusive, and chapters 239, 241, 281 and 281A

1 of NRS, but if there is a conflict between other laws of this State and the specific
2 provisions of this act, the specific provisions of this act control.

3 **Sec. 22.** 1. The Stadium Authority must be governed by a Board of
4 Directors consisting of the County Treasurer, who is a nonvoting, ex officio
5 member of the Board, and ~~seven~~ nine members to be appointed as follows:

6 (a) Three members appointed by the Governor, at least one of which must be
7 appointed in the manner set forth in subsection 2.

8 (b) ~~Two~~ Three members appointed by the Board of County Commissioners,
9 at least one of which must be appointed in the manner set forth in subsection 2.

10 (c) One member appointed by the President of the University who must be
11 the executive director in charge of managing events for the University or, if
12 that position ceases to exist, another officer or employee of the University who
13 has experience in the management of events.

14 (d) Two members representing the public elected by the members appointed
15 pursuant to paragraphs (a), ~~and~~ (b), ~~and~~ (c). In electing members pursuant to
16 this paragraph, the members appointed pursuant to paragraphs (a), ~~and~~ (b) and
17 (c) shall consider the recommendations of:

18 (1) A National Football League team that has:

19 (I) Demonstrated to those members that it is interested in locating or
20 relocating within the stadium district; or

21 (II) Committed to locate or relocate within the stadium district; and

22 (2) The person or persons who have:

23 (I) Demonstrated to those members that the person or persons are
24 interested in and capable of entering into a lease with the Stadium Authority to
25 operate the National Football League stadium project; or

26 (II) Entered into such a lease.

27 2. One member appointed pursuant to paragraph (a) of subsection 1 and one
28 member appointed pursuant to paragraph (b) of subsection 1 must be selected from
29 a list of nominees submitted to the appointing authority by the two companies who,
30 either directly or through subsidiaries, affiliates or any related entity under common
31 control with the companies, own or manage the businesses within the County,
32 which in the aggregate generate the greatest amount of taxes on the rental of
33 transient lodging in the County. If the appointing authority reasonably determines
34 that the nominees on any such list of nominees submitted by a nominating company
35 are unacceptable, the companies must submit a new list of nominees. If the
36 appointing authority has determined that no nominee on the first four lists of
37 nominees offered by a nominating company is acceptable, all additional
38 nominations for appointment to the Board must be made by the association of resort
39 hotels whose membership collectively paid the greatest amount of taxes on the
40 rental of transient lodging to the Fund for the Promotion of Tourism pursuant to
41 paragraph (a) of subsection 1 of NRS 244.3354 and paragraph (a) of subsection 1 of
42 NRS 268.0962 in the fiscal year immediately preceding the fiscal year in which the
43 appointment is made and whose members include the two nominating companies or
44 could include those companies if those companies chose to be members of that
45 association. For purposes of this subsection, "affiliate" includes any company in
46 which a nominating company owns fifty percent or more of the ownership interests.

47 3. Each member of the Board of Directors must reside within the stadium
48 district and must:

49 (a) Have experience in the design, engineering and construction of major
50 commercial projects and estimating the costs of the construction of major
51 commercial projects;

52 (b) Have experience in the financing of capital projects in this State;

53 (c) Have experience in the field of stadium, arena or event management;

1 (d) Have experience in workforce development, training, diversity or supplier
2 engagement; or

3 (e) Be representatives of the private sector and have the education, experience
4 and skills necessary to effectively execute the duties and responsibilities of a
5 member of the Board of Directors.

6 4. A member of the Board of Directors may not be employed by the same
7 person as another member of the Board or by an affiliate of such a person.

8 5. A vacancy on the Board of Directors occurs when a member:

9 (a) Dies or resigns; or

10 (b) Is removed, with or without cause, by the appointing authority.

11 6. A vacancy on the Board of Directors must be filled for the remainder of the
12 unexpired term in the same manner as the original appointment pursuant to
13 subsection 1.

14 7. A member of the Board of Directors is not entitled to receive any
15 compensation for serving as a member of the Board or as an officer or employee of
16 the Stadium Authority.

17 8. The members of the Board of Directors are public officers for the purposes
18 of chapter 281A of NRS.

19 **Sec. 23.** 1. Not later than 30 days after the effective date of sections 21 to
20 37, inclusive, of this act:

21 (a) The Governor shall appoint:

22 (1) One member of the Board of Directors pursuant to paragraph (a) of
23 subsection 1 of section 22 of this act to an initial term that commences on the date
24 of the appointment and expires on December 31, 2018; and

25 (2) Two members of the Board of Directors pursuant to paragraph (a) of
26 subsection 1 of section 22 of this act to an initial term that commences on the date
27 of the appointment and expires on December 31, 2019.

28 (b) The Board of County Commissioners shall appoint:

29 (1) One member of the Board of Directors pursuant to paragraph (b) of
30 subsection 1 of section 22 of this act to an initial term that commences on the date
31 of the appointment, and expires on December 31, 2018; and

32 (2) ~~One member~~ Two members of the Board of Directors pursuant to
33 paragraph (b) of subsection 1 of section 22 of this act to an initial term that
34 commences on the date of the appointment, and expires on December 31, 2019.

35 (c) The President of the University shall appoint the member of the Board
36 of Directors appointed pursuant to paragraph (c) of subsection 1 of section 22
37 of this act.

38 2. Not later than 90 days after the organizational meeting held pursuant to
39 subsection 2 of section 24 of this act, the members of the Board of Directors
40 appointed pursuant to paragraphs (a), ~~(b)~~ (b) and (c) of subsection 1 shall elect:

41 (a) One member of the Board pursuant to paragraph ~~(c)~~ (d) of subsection 1 of
42 section 22 of this act to an initial term that commences on the date of his or her
43 election, and expires on December 31, 2018; and

44 (b) One member of the Board pursuant to paragraph ~~(c)~~ (d) of subsection 1 of
45 section 22 of this act to an initial term that commences on the date of his or her
46 election, and expires on December 31, 2019.

47 3. After the initial terms, each member of the Board of Directors must be
48 appointed for a 4-year term that begins on the day following the day on which the
49 immediately preceding term expires. A member of the Board of Directors may be
50 reappointed.

51 **Sec. 24.** 1. The Governor shall appoint one member of the Board of
52 Directors as Chair of the Board.

1 2. Not later than 75 days after the effective date of sections 21 to 37,
2 inclusive, of this act, the Board of Directors shall hold an organizational meeting.
3 At the meeting of the Board of Directors held pursuant to this subsection, the Board
4 shall elect:

- 5 (a) One of its members as Vice Chair; and
6 (b) A Secretary, who may be a member of the Board.

7 3. The Vice Chair of the Board of Directors shall serve as Chair when the
8 position of Chair is vacant or when the Chair is absent from any meeting.

9 4. The Board of Directors shall meet regularly in the stadium district at such
10 times and places as it designates. Special meetings of the Board of Directors may
11 be held at the call of the Chair, upon notice to each member of the Board, as often
12 as the needs of the Board require.

13 5. Except as otherwise provided in subsection 5 of NRS 281A.420:

14 (a) ~~Four~~ **Five** members of the Board of Directors constitute a quorum at any
15 meeting of the Board.

16 (b) The Board of Directors may take action only by a motion or resolution
17 adopted with the approval of at least ~~four~~ **five** members of the Board.

18 6. The Board of Directors constitutes a public body for the purposes of
19 chapter 241 of NRS.

20 **Sec. 25.** 1. The Secretary of the Board of Directors shall keep:

- 21 (a) Audio recordings or transcripts of all meetings of the Board;
22 (b) Minutes of all the meetings of the Board;
23 (c) A record of all the proceedings and actions of the Board;
24 (d) A copy of any certificates issued or received by the Board;
25 (e) A copy of any contracts made by the Board; and
26 (f) Any bonds required by the Board from its employees.

27 2. The Treasurer of the Stadium Authority shall keep, in permanent records,
28 strict and accurate accounts of all money received by and disbursed for and on
29 behalf of the Board of Directors.

30 3. The Secretary of the Board of Directors does not constitute a part of the
31 staff of the Stadium Authority for the purposes of section 26 of this act.

32 4. The Board of Directors may direct the staff of the Stadium Authority to
33 provide the services necessary for the Secretary of the Board and the Treasurer of
34 the Stadium Authority to perform the duties set forth in this section.

35 **Sec. 26.** 1. The Stadium Authority may retain such staff as the Board of
36 Directors determines to be necessary to conduct the activities of the Authority. The
37 Stadium Authority may:

- 38 (a) Hire the members of the staff of the Authority as employees;
39 (b) Contract with any governmental entity or person to provide the persons to
40 serve as the staff of the Authority; or
41 (c) Retain the members of the staff of the Authority using any combination of
42 the methods described in paragraphs (a) and (b).

43 2. The Board of Directors shall determine:

- 44 (a) The powers and duties of the members of the staff of the Authority; and
45 (b) The amount and basis of compensation for the members of the staff of the
46 Authority.

47 **Sec. 27.** The Board of Directors:

- 48 1. May adopt a seal;
49 2. May adopt, and from time to time amend or repeal, as it determines to be
50 necessary or desirable, appropriate bylaws, rules and regulations, not inconsistent
51 with the provisions of sections 21 to 37, inclusive, of this act for carrying out the
52 business and affairs of the Stadium Authority; and

1 3. Shall create a stadium tax account, a stadium capital projects fund and a
2 stadium authority operating account to carry out the provisions of sections 21 to 37,
3 inclusive, of this act.

4 **Sec. 28.** In furtherance of the duties and responsibilities set forth in section
5 29 of this act, the Stadium Authority may:

6 1. Proceed with any undertaking and enter into any contracts and other
7 agreements with any person as the Stadium Authority determines to be necessary or
8 desirable.

9 2. Sue and be sued.

10 3. Acquire by purchase, lease, gift, devise, condemnation or other legal
11 means, own in its own name, or sell, lease or otherwise dispose of any right, title or
12 interest in land, improvements or any associated air rights or personal property.

13 4. Enter into any lease, ground lease, sublease or management agreement.

14 5. Apply for and accept any gift, donation, bequest, grant or other source of
15 money to finance or develop the National Football League stadium project.

16 6. Require and receive such audits and other measurements of the
17 performance of a developer partner or the Stadium Events Company as it deems
18 necessary to ensure that the operation of the National Football League stadium
19 project complies with sections 21 to 37, inclusive, of this act, except that the
20 Stadium Authority may not require an audit of the general business of the National
21 Football League team or any developer partner.

22 7. Consider and approve or disapprove:

23 (a) An annual capital improvement budget for the National Football League
24 stadium project submitted by the Stadium Events Company.

25 (b) Any specific requests for capital improvements proposed by the Stadium
26 Events Company or National Football League team.

27 8. Perform any other act that may be necessary, convenient, desirable or
28 appropriate to carry out the powers and duties of the Stadium Authority.

29 **Sec. 29.** 1. The Stadium Authority shall negotiate and may enter into a
30 development agreement and a lease agreement that comply with subsections 2 and
31 3, as applicable, if the Board of Directors:

32 (a) Within 12 months after the effective date of sections 21 to 37, inclusive, of
33 this act or, if the Board determines that an extension of this period is necessary or
34 desirable, within 18 months after that effective date, finds that the National Football
35 League has authorized the National Football League team to locate or relocate
36 within the stadium district;

37 (b) Within 12 months after the effective date of sections 21 to 37, inclusive, of
38 this act or, if the Board determines that an extension of this period is necessary or
39 desirable, within 18 months after that effective date, finds that the National Football
40 League team has committed to locate or relocate within the stadium district;

41 (c) Selects as a developer partner one or more persons who have:

42 (1) Disclosed to the Board as a matter of public record the identity of the
43 person or persons;

44 (2) Provided documentation satisfactory to the Board to indicate that the
45 person or persons selected to be a developer partner have an affiliation with the
46 National Football League team;

47 (3) Demonstrated to the satisfaction of the Board that the developer partner
48 is able to successfully develop and construct the National Football League stadium
49 project; and

50 (4) Provided to the Board adequate financial security for the performance
51 of the financial obligations of a developer partner for the development and
52 construction of the National Football League stadium project; and

1 (d) Selects a Stadium Events Company which has disclosed to the Board the
2 identity of each of its owners and managers.

3 2. A development agreement for the National Football League stadium
4 project entered into by the Stadium Authority with a developer partner selected by
5 the Board of Directors pursuant to paragraph (c) of subsection 1 must require the
6 location, design, fit and finish of the National Football League stadium project to be
7 consistent with first-class, premier National Football League facilities currently in
8 operation or approved for construction by the National Football League and:

9 (a) Identify the site of the project;

10 (b) Set forth the overall design, scope and specifications of the project, which
11 must include, without limitation, an enclosed football stadium with a seating
12 capacity of approximately 65,000 persons;

13 (c) Set forth the sources of financing to pay the costs of the development and
14 construction of the project in a manner consistent with the provisions of sections 21
15 to 37, inclusive, of this act;

16 (d) Require the developer partner to provide periodic progress reports to the
17 Board of Directors on the status of the development and construction of the project;

18 (e) Set forth the procedures for the provision of the periodic progress reports
19 described in paragraph (d) and the information required to be included in such
20 reports;

21 (f) State that any and all development and construction cost overruns for the
22 development and construction of the project must be the sole responsibility of the
23 developer partner, except that any cost overrun must not be the responsibility of the
24 developer partner if the cost overrun is caused by a change in development or
25 construction mandated by the Stadium Authority after the execution of the
26 development agreement, other than a change in development or construction after
27 the execution of the development agreement that is required to comply with a
28 building code, including, without limitation, a change relating to building safety;

29 (g) Contain provisions that are consistent with sections 31, 31.5 and 35 of this
30 act;

31 (h) Provide for an adequate contribution by the developer partner for the
32 construction or improvement of any infrastructure off the site of the project that is
33 determined to be necessary for the project by the Department of Transportation, the
34 County or any municipality in which the project is located, and that is specified
35 in the regional infrastructure and service evaluation required for a high
36 impact project before a special use permit is issued for the project;

37 (i) Require that the developer partner ensure that no action or inaction by the
38 developer partner, or any person hired or retained by the developer partner to act on
39 behalf of the developer partner, in the development or construction of the project
40 results in a lien against the project that is not cured by the developer partner within
41 a customary amount of time using commercially reasonable efforts, which must be
42 determined in accordance with the laws of this State and must be such time and
43 efforts as are approved by the Board of Directors;

44 (j) Take into consideration the use of multimodal facilities that use alternative
45 modes of transportation and do not have detrimental impacts on other permitted
46 transportation projects; and

47 (k) Contain such other terms as deemed necessary and appropriate by the
48 Stadium Authority.

49 3. A lease agreement entered into by the Stadium Authority with the Stadium
50 Events Company described in paragraph (d) of subsection 1 must set forth the
51 requirements and responsibilities of the Stadium Events Company with respect to
52 the operation of the National Football League stadium project and must:

53 (a) Grant the Stadium Events Company full operational control of the project;

1 (b) Not contain any provision that interferes with the discretion of the Stadium
2 Events Company to operate the project, including, without limitation, a provision
3 restricting in any manner the programs or events that may be held at the project;

4 (c) Authorize the Stadium Events Company to enter into an agreement with
5 another person to operate the project on a day-to-day basis, as deemed necessary or
6 appropriate by the Stadium Events Company;

7 (d) Establish a minimum standard for the maintenance of, and capital
8 reinvestment in, the project to ensure that the design and development standards set
9 forth in sections 21 to 37, inclusive, of this act are maintained or enhanced
10 throughout the term of the lease agreement;

11 (e) Provide for the annual allocation of the revenue from, and expenses of, the
12 operation of the project in a manner consistent with sections 21 to 37, inclusive, of
13 this act;

14 (f) State that the Stadium Events Company and the developer partner are liable
15 jointly and severally for the operating losses of the project or the Stadium Events
16 Company;

17 (g) Provide for the accommodation of a sufficient number of dates to host at
18 the project the regular and postseason home games of the University football team,
19 subject to the following conditions and restrictions:

20 (1) Any National Football League event has priority of use of the project
21 and the National Football League team has priority to use the project for its home
22 games and priority over dates, stadium assets and the playing surface;

23 (2) Any date for a regular or postseason home game of the University
24 football team at the project must:

25 (I) Not conflict with the use of the project by the National Football
26 League team for a home game of the National Football League team;

27 (II) Not conflict with major events that are not National Football
28 League events that were scheduled to be hosted at the project before the University
29 finalized the schedule of home games for its football team for the applicable
30 season;

31 (III) Be mutually agreed upon by the University and the Stadium
32 Events Company; and

33 (IV) Be approved by the Stadium Authority;

34 (3) After the University has finalized the schedule of home games for its
35 football team for the applicable season and the dates of those home games have
36 been approved by the Stadium Authority, the date of a home game may not be
37 changed to accommodate an event that is not a National Football League event
38 without the approval of the University; and

39 (4) If a change to the schedule of home games for the University football
40 team is proposed for the purpose of allowing a home game of the team to be
41 televised, the Stadium Events Company or the National Football League team must
42 use reasonable commercial efforts to assess the feasibility of the change and allow
43 the change to be made if it is commercially reasonable, except that such change
44 must not interfere with or impair the ability of the National Football League team to
45 play a home game at the project;

46 (h) Establish a reasonable rent to be paid by the University for the use of the
47 project for the regular and postseason home games of its football team, ††, except
48 that for each regular season home game of the football team, and not more
49 than three other events selected by the University, the reasonable rent must
50 not exceed the actual operational or pass-through costs, excluding any fixed
51 costs, to host the game or event at the project;

52 (i) Provide that on the date of a regular or postseason home game of the
53 University football team:

1 (1) The University must be given such access to the project and its
2 facilities and amenities as is reasonably necessary to create an environment
3 reasonably consistent with a home game for a college football team in Division I
4 Football Bowl Subdivision, or its successor division, of the National Collegiate
5 Athletics Association or its successor organization; and

6 (2) The National Football League team must have simultaneous access to
7 such areas of the project as are needed by the team to prepare for a home game of
8 the team that occurs on the day following the date of the home game of the
9 University football team, provided that such access must not impede or interfere
10 with the use of, or access to, the project by the University;

11 (j) Provide that the Stadium Authority has the discretion to resolve any
12 disputes relating to the provisions of the lease agreement described in paragraphs
13 (g), (h) and (i) and that the resolution of such a dispute by the Stadium Authority is
14 final;

15 (k) Require an annual audit of the Stadium Events Company by an independent
16 certified public accountant in this State who does not provide any similar or related
17 services to a developer partner or the National Football League team, or any
18 affiliate, subsidiary, principal or related party of a developer partner or the National
19 Football League team, and who is selected by the mutual agreement of the Stadium
20 Authority and the Stadium Events Company;

21 (l) Require the cost of the audit described in paragraph (k) to be divided
22 equally between the Stadium Authority and the Stadium Events Company;

23 (m) Require that the term of any lease or sublease entered into by the Stadium
24 Events Company with the National Football League team must be at least 30 years;

25 (n) State that a person owning an ownership interest in the Stadium Events
26 Company may sell or otherwise transfer the person's ownership interest to a related
27 or unrelated third party only upon the approval of the Stadium Authority and that
28 the Stadium Authority must not unreasonably withhold such approval;

29 (o) Provide that the Stadium Authority must comply with the confidentiality
30 provisions of section 30 of this act; and

31 (p) Such other terms and conditions as deemed necessary and appropriate by
32 the Board of Directors.

33 4. The Stadium Authority may enter into a combined development and lease
34 agreement that complies with the provisions of subsections 2 and 3.

35 **Sec. 29.5.** 1. The developer partner and the Stadium Events Company shall
36 develop a community benefits plan to ensure the greatest possible participation by
37 all segments of the local community in the economic opportunities available in
38 connection with the design, construction and operation of the National Football
39 League stadium project developed by the developer partner and operated by the
40 Stadium Events Company.

41 2. A stadium community oversight committee must be created to carry out the
42 community benefits plan developed pursuant to subsection 1. The stadium
43 community oversight committee is hereby authorized to enforce the provisions of
44 the community benefits plan which it was created to carry out.

45 **Sec. 30.** 1. Except as otherwise provided in subsection 3 and NRS
46 239.0115, the Stadium Authority shall keep confidential any record or other
47 document provided to the Stadium Authority by a developer partner, the National
48 Football League team or the Stadium Events Company, which is in the possession
49 of the Stadium Authority, if the person providing the information:

50 (a) Submits a request in writing that the record or other document be kept
51 confidential by the Stadium Authority; and

52 (b) Demonstrates to the satisfaction of the Stadium Authority that the record or
53 other document contains proprietary or confidential information.

1 2. If the Stadium Authority determines that a record or other document
2 contains proprietary or confidential information, the Chair of the Board of Directors
3 shall attach to the file containing the record or document:

4 (a) A certificate signed by him or her stating that a request for confidentiality
5 was made by the requesting entity and the date of the request;

6 (b) A copy of the written request submitted by the requesting entity;

7 (c) The documentation to support the request submitted by the requesting
8 entity; and

9 (d) A copy of the decision of the Stadium Authority determining that the
10 record or other document contains proprietary or confidential information.

11 3. Records and documents that are confidential pursuant to this section:

12 (a) Are proprietary or confidential information of the requesting entity;

13 (b) Are not a public record; and

14 (c) Must not be disclosed to any person who is not an officer or employee of
15 the Stadium Authority unless the requesting entity consents to the disclosure.

16 4. As used in this section, "proprietary or confidential information" has the
17 meaning ascribed to it in NRS 360.247.

18 **Sec. 31.** 1. Except as otherwise provided in sections 21 to 37, inclusive, of
19 this act and notwithstanding any other provision of law to the contrary:

20 (a) Any contract, lease, sublease, lease-purchase agreement, management
21 agreement or other agreement entered into pursuant to sections 21 to 37, inclusive,
22 of this act by the Stadium Authority, a developer partner or any related entity
23 relating to the National Football League stadium project financed in whole or in
24 part pursuant to sections 21 to 37, inclusive, of this act, and any contract, lease,
25 sublease, lease-purchase agreement, management agreement or other agreement
26 that provides for the design, acquisition, construction, improvement, repair,
27 demolition, reconstruction, equipment, financing, promotion, leasing, subleasing,
28 management, operation or maintenance, or any combination thereof, of the National
29 Football League stadium project or any portion thereof, or the provision of
30 materials or services for the project are exempt from any law:

31 (1) Requiring competitive bidding or otherwise specifying procedures for
32 the award of agreements of a type described in this paragraph;

33 (2) Specifying procedures for the procurement of goods or services; or

34 (3) Limiting the term of any agreement of a type described in this
35 paragraph.

36 (b) The provisions of chapter 341 of NRS do not apply to the National Football
37 League stadium project financed in whole or in part pursuant to sections 21 to 37,
38 inclusive, of this act or to any agreement of a type described in paragraph (a).

39 (c) The provisions of chapter 338 of NRS do not apply to the National Football
40 League stadium project financed in whole or in part pursuant to sections 21 to 37,
41 inclusive, of this act or to any agreement of a type described in paragraph (a),
42 except that:

43 (1) The provisions of NRS 338.013 to 338.090, inclusive, apply to any
44 construction work to be performed under any contract or other agreement
45 pertaining to the project even if the estimated cost of the construction work is not
46 greater than \$250,000 or the construction work does not qualify as a public work, as
47 defined in subsection 17 of NRS 338.010;

48 (2) Any person or entity that executes one or more contracts or agreements
49 for the actual construction, alteration, repair or remodeling of the project shall
50 include in such a contract or agreement the contractual provisions and stipulations
51 that are required to be included in a contract for a public work pursuant to the
52 provisions of NRS 338.013 to 338.090, inclusive; and

1 (3) The Stadium Authority, any contractor who is awarded a contract or
2 enters into an agreement to perform the construction, alteration, repair or
3 remodeling of such an undertaking and any subcontractor on the undertaking shall
4 comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same
5 manner as if the County had undertaken the project or had awarded the contract.

6 2. The Stadium Authority and any prime contractor, construction manager or
7 project manager selected by the Stadium Authority or a developer partner shall
8 competitively bid all subcontracts involving construction which the Stadium
9 Authority determines can be competitively bid without affecting the quality of the
10 National Football League stadium project. Any determination by the Stadium
11 Authority that such a subcontract can or cannot be competitively bid without
12 affecting the quality of the National Football League stadium project is conclusive
13 in the absence of fraud or a gross abuse of discretion. The Stadium Authority shall
14 establish one or more procedures for competitive bidding which:

15 (a) Must prohibit bidders from engaging in bid-shopping;

16 (b) Must not permit subcontractors to avoid or circumvent the provisions of
17 paragraph (c) of subsection 1; and

18 (c) Must, in addition to the requirements of section 31.5 of this act, provide a
19 preference for Nevada subcontractors in a manner that is similar to, and with a
20 preference that is equivalent to, the preference provided in NRS 338.1389.

21 3. Any determination by the Stadium Authority regarding the establishment
22 of one or more procedures for competitive bidding, and any determination by a
23 developer partner or its prime contractor, construction manager or project manager
24 regarding the award of a contract to any bidder, is conclusive in the absence of
25 fraud or a gross abuse of discretion.

26 **Sec. 31.5.** 1. In addition to any other requirements set forth in sections 21
27 to 37, inclusive, of this act, and except as otherwise provided in subsection 8, a
28 development agreement entered into pursuant to section 29 of this act, a lease
29 agreement entered into pursuant to that section, or a combined development
30 agreement and lease agreement entered into pursuant to that section and any other
31 agreement of any kind entered into by the Stadium Authority with a developer
32 partner, must include provisions which require that any contract or other agreement
33 entered into by a ~~general~~ **prime** contractor selected by the Stadium Authority or a
34 developer partner for the construction of the National Football League stadium
35 project must include a provision requiring ~~the general contractor to subcontract~~
36 **that** at least 15 percent of the National Football League stadium project **must be**
37 **subcontracted** to small local businesses.

38 2. A business shall be deemed to be a small local business for the purposes of
39 this section if:

40 (a) The business is financially and operationally independent from any other
41 business;

42 (b) The business is not temporary and has operated for at least 4 years before
43 entering into the contract or agreement;

44 (c) The business maintains its principal place of business in a fixed location
45 within this State;

46 (d) The business has obtained all necessary licenses and registration within this
47 State; and

48 (e) The ~~gross earnings~~ **annual revenues** of the business for each of the
49 immediately preceding 3 fiscal years has not exceeded:

50 (1) For public works projects, \$20,000,000;

51 (2) For any other construction projects, \$10,000,000;

52 (3) For any goods, materials, equipment and general services contracts,
53 \$10,000,000;

1 (4) For professional services including, without limitation, architectural
2 and engineering services, \$2,500,000; and

3 (5) For trucking services, \$3,500,000.

4 3. A ~~general~~ contractor that subcontracts work to a small local business
5 pursuant to a contract or other agreement described in subsection 1 shall allow
6 ~~such a~~ the small local business to be covered by any bond or insurance of the
7 ~~general~~ contractor and may require the subcontractor to pay a proportionate share
8 of the cost for such coverage by the bond or insurance.

9 4. A small local business to which work is subcontracted by a ~~general~~
10 contractor pursuant to ~~this section~~ a contract or other agreement described in
11 subsection 1 must ensure that its employees are hired in a manner that does not
12 discriminate against any person on any basis prohibited by law. Such a contractor
13 that subcontracts such work shall not impose any requirements on the small local
14 business relating to the employees selected by the small local business to perform
15 the subcontracted work.

16 5. A ~~general~~ contractor that subcontracts work to a small local business
17 pursuant to a contract or agreement described in subsection 1 shall provide a
18 mentorship program to assist the small local business to develop the skills
19 necessary to carry out the work that is subcontracted.

20 6. A ~~general~~ prime contractor and each contractor that subcontracts work
21 to a small local business pursuant to a contract or other agreement described in
22 subsection 1 shall submit information to the Stadium Authority verifying that the
23 ~~general~~ contractor has complied with the provisions of this section, and shall
24 maintain all records, including, without limitation, any information required by the
25 Stadium Authority, to ensure compliance with this section for not less than 5 years
26 after the expiration of the subcontract. Such records must be made available for
27 inspection to the Stadium Authority upon request.

28 7. Unless the requirements of subsection 1 are waived by the Stadium
29 Authority pursuant to subsection 8, the failure of a ~~general~~ prime contractor to
30 ~~subcontract the amount of work required pursuant to~~ comply with the
31 requirements of subsection 1 shall be deemed a material breach of contract.

32 8. The Stadium Authority may waive the requirements of subsection 1 if a
33 ~~general~~ prime contractor presents proof satisfactory to the Stadium Authority that
34 there is an insufficient number of small local businesses available and qualified to
35 subcontract for the work to be performed. Such proof must include, without
36 limitation, evidence that:

37 (a) Reasonable efforts were made to notify small local businesses of the
38 availability of work to be performed under a contract or other agreement
39 described in subsection 1, which must include evidence of public advertisement
40 calling for bids for a period of not less than 20 days before the date on which
41 such bids must be submitted; and

42 (b) In considering the availability and qualifications of a small local
43 business to perform work under a contract or other agreement described in
44 subsection 1, a contractor reasonably considered the work experience, safety
45 history and financial stability of the small local business.

46 **Sec. 32.** 1. The Stadium Authority shall retain the sole and exclusive right
47 to enter into agreements to provide for the sale, license or transfer of personal seat
48 licenses, stadium builder's licenses or other similar instruments for any and all seats
49 in the National Football League stadium project to generate revenues used for
50 construction of the National Football League stadium project.

51 2. The Stadium Authority may not grant any other person the right to enter
52 into such agreements, but it may in the development agreement entered into
53 pursuant to subsection 2 of section 29 of this act or a combined development and

1 lease agreement entered into pursuant to subsection 4 of section 29 of this act, agree
2 that any agreements regarding personal seat licenses or similar instruments will be
3 made only in consultation with the developer partner or, if applicable, the Stadium
4 Events Company and the National Football League team. Such personal seat
5 licenses or similar instruments may contain priority purchase rights to ticketed
6 events in the National Football League stadium project, including the home games
7 of the National Football League team.

8 3. Proceeds from the sale of personal seat licenses or similar instruments must
9 be collected by or on behalf of the Stadium Authority for the benefit of the National
10 Football League stadium project and are a payment by purchasers to the owner of
11 the National Football League stadium project for special rights of access to events
12 at the National Football League stadium project.

13 4. Personal seat licenses or similar instruments representing rights to seats,
14 which are not in an enclosed suite, must not include rights for use of the seat at any
15 event that is a college football game involving the University, unless the System
16 has entered into an agreement with the Stadium Authority allowing those licenses
17 or similar instruments to include those home games. Notwithstanding the above
18 provisions of this section, the System is entitled to the revenue from the sale,
19 license or transfer of personal seat licenses or similar instruments, which are not for
20 seats in an enclosed suite, in an amount that represents the right to seats at football
21 games involving the University.

22 5. With the consent of the Stadium Events Company and the National
23 Football League team, the Stadium Authority shall have the power to enter into one
24 or more agreements with third parties pursuant to which it sells to each such third
25 party, the right to receive and own the proceeds from the sale, license or transfer of
26 personal seat licenses, stadium builder's licenses or other similar instruments as
27 described in subsection 1, for cash and such other consideration as it deems
28 appropriate to be paid upon sale or over time. Any financing or similar transaction
29 by any such third party to affect such sale:

30 (a) Shall not be deemed a debt of the Stadium Authority for any purpose;

31 (b) Must not provide for recourse for monetary damages against the Stadium
32 Authority for any reason, including any actual or alleged nonperformance by any
33 person;

34 (c) Shall not give rise to any obligation or liability for monetary damages of the
35 Stadium Authority to any person, including the third party or anyone purchasing a
36 personal seat license or providing financing based on personal seat licenses through
37 such third party or otherwise, but may, with the approval of the Stadium Events
38 Company, provide remedies against the Stadium Events Company; and

39 (d) May allow for an action for specific performance against the Stadium
40 Authority.

41 **Sec. 33. 1. ~~That~~ In addition to all other taxes imposed on the revenue
42 from the rental of transient lodging and notwithstanding any other law, the
43 Board of County Commissioners shall by ordinance impose upon all persons in the
44 business of providing lodging in the stadium district a tax at the rate of:**

45 (a) Eighty-eight one-hundredths of one percent of the gross receipts from the
46 rental of transient lodging within the primary gaming corridor.

47 (b) One-half of one percent of the gross receipts from the rental of transient
48 lodging in an area within the stadium district but outside the primary gaming
49 corridor.

50 2. The tax imposed pursuant to subsection 1 may be collected from paying
51 guests and may be shown as an addition to the charge for the rental of transient
52 lodging. The person providing the transient lodging is liable to the County for the
53 tax whether or not the tax is actually collected from a paying guest.

1 3. The tax imposed pursuant to subsection 1:

2 (a) Must be imposed in each incorporated city within the stadium district, in
3 addition to being imposed in the portion of the stadium district which is not in an
4 incorporated city;

5 (b) Must be in addition to all other taxes imposed on the revenue from the
6 rental of transient lodging in the County or city;

7 (c) Must be collected and enforced in the same manner as any other tax
8 imposed in the County or city on the gross receipts from the rental of transient
9 lodging, except that the tax must be remitted to the County by each person in the
10 business of providing lodging in the stadium district; and

11 (d) May be pledged to the payment of the bonds or other securities issued
12 pursuant to section 36 of this act.

13 4. The ordinance enacted pursuant to this section must:

14 (a) Specify the date on which the tax must first be imposed, which must be the
15 first day of the month that is not less than 3 months or more than 4 months after the
16 adoption of the ordinance.

17 (b) Provide that any parcel of land, building or other structure located partially
18 within the stadium district is deemed to be wholly within the stadium district.

19 5. Not later than 30 days after the adoption of the ordinance enacted pursuant
20 to this section, the Board of County Commissioners shall amend the ordinance to
21 include a provision establishing the geographic boundaries of the primary gaming
22 corridor within the stadium district. The geographic boundaries of the primary
23 gaming corridor must be a single, contiguous area. The initial amendment
24 establishing the geographic boundaries of the primary gaming corridor must base
25 those boundaries on the geographic area comprising the submarket within the
26 stadium district with the greatest amount of gaming revenue as reported in the most
27 recent edition of the Nevada Gaming Abstract produced by the Nevada Gaming
28 Control Board. The Board of County Commissioners may from time to time amend
29 or modify the geographic boundaries of the primary gaming corridor to include
30 areas which would have been included within the geographic boundaries of the
31 primary gaming corridor if the Board of County Commissioners were establishing
32 those boundaries at the time of the amendment or modification, but any such
33 amendment or modification of the geographic boundaries of the primary gaming
34 corridor must not impair any outstanding bonds or any revenues pledged to their
35 payment. The rate of the tax set forth in paragraph (a) of subsection 1 applies to all
36 persons in the business of providing lodging in the primary gaming corridor
37 established pursuant to this subsection, regardless of whether that person is licensed
38 to conduct gaming on the premises of the business and regardless of whether the
39 business of that person is specifically included in the Nevada Gaming Abstract
40 produced by the Nevada Gaming Control Board. Any amendment adopted pursuant
41 to this subsection must provide that any parcel of land, building or other structure
42 located partially within the primary gaming corridor is deemed to be wholly within
43 the primary gaming corridor. The decision of the Board of County Commissioners
44 establishing the boundaries, and any amendment thereof, is conclusive, absent
45 fraud.

46 6. Upon repayment of the bonds or other securities to which the proceeds of
47 the tax imposed pursuant to subsection 1 may be pledged, the Board of County
48 Commissioners shall amend the ordinance imposing the tax to reduce the rate of the
49 tax to an amount deemed sufficient by the Board to pay the amounts set forth in
50 subsection 5 of section 34 of this act, except that the rate of the tax imposed on
51 persons described in paragraph (a) of subsection 1 and persons described in
52 paragraph (b) of subsection 1 must be the same rate, and that rate must not exceed
53 one-eighth of one percent.

1 7. The provisions of NRS 237.030 to 237.150, inclusive, do not apply to the
2 adoption of the ordinance enacted pursuant to this section, or any amendment
3 thereof, or to any other action of the Board of County Commissioners relating to
4 the adoption or amendment of the ordinance.

5 8. As used in this section:

6 (a) "Gross receipts from the rental of transient lodging" does not include the
7 tax imposed or collected from paying guests pursuant to this section.

8 (b) "Primary gaming corridor" means the primary gaming corridor in the
9 stadium district, the geographic boundaries of which are established by the Board
10 of County Commissioners pursuant to subsection 5.

11 **Sec. 34.** 1. After paying any amounts needed to pay any principal, interest
12 or other costs due in connection with any bonds or securities issued to finance or
13 refinance the National Football League stadium project and to establish a reserve
14 fund to secure the payment of such bonds or other securities, the County Treasurer
15 shall distribute the proceeds of the tax imposed pursuant to section 33 of this act to
16 the Stadium Authority. The Stadium Authority shall deposit such proceeds into the
17 stadium tax account created pursuant to subsection 3 of section 27 of this act.

18 2. Except as otherwise provided in subsection 3, before the issuance of bonds
19 or other securities pursuant to section 36 of this act, the Stadium Authority shall use
20 the ~~proceeds of the tax imposed pursuant to section 33 of this act and any~~
21 ~~applicable penalty or interest~~ money in the stadium tax account created
22 pursuant to subsection 3 of section 27 of this act only for one or more of the
23 following purposes:

24 (a) To pay all or part of the cost to acquire, construct, lease, improve, equip,
25 operate or maintain, or any combination thereof, within the boundaries of the
26 stadium district the National Football League stadium project.

27 (b) To establish a bond reserve fund and other reserves for the payment of the
28 principal of bonds issued pursuant to section 36 of this act or of the sinking fund
29 payments with respect to such bonds, the purchase or redemption of such bonds, the
30 payment of interest on such bonds or the payment of any redemption premium
31 required to be paid when the bonds are redeemed before maturity.

32 (c) To pay the costs incurred by the Stadium Authority to carry out the
33 provisions of sections 21 to 37, inclusive, of this act in an amount not to exceed
34 \$1,000,000.

35 3. The Stadium Authority shall not expend any proceeds of the tax imposed
36 pursuant to section 33 of this act to pay any costs to acquire, construct, lease,
37 improve, equip, operate or maintain, or any combination thereof, the National
38 Football League stadium project unless:

39 (a) The costs are costs described in paragraph (c) of subsection 2; or

40 (b) The conditions set forth in paragraphs (a) to (d), inclusive, of subsection 1
41 of section 29 of this act have been satisfied.

42 4. Except as otherwise provided in subsection 5, after the issuance of bonds or
43 other securities pursuant to section 36 of this act, the Stadium Authority shall use
44 money in the stadium tax account created pursuant to subsection 3 of section 27 of
45 this act only for the following uses:

46 (a) To pay the administrative costs of the Stadium Authority in an amount not
47 to exceed \$2,000,000 each fiscal year, as adjusted annually pursuant to subsection
48 6.

49 (b) From the proceeds remaining after the payments required by paragraph (a),
50 to supplement the cost of operating and maintaining the National Football League
51 stadium project if the Board of Directors determines such payments are necessary
52 because the Stadium Events Company has failed to perform or breached the lease
53 agreement entered into pursuant to subsection 3 of section 29 of this act or a

1 combined development and lease agreement entered into pursuant to subsection 4
2 of section 29 of this act.

3 (c) From the proceeds remaining after the payments required by paragraphs (a)
4 and (b), to create and make contributions to a debt service reserve fund in an
5 amount not to exceed \$9,000,000 each fiscal year until the maximum debt service
6 reserve level on bonds or other securities issued pursuant to section 36 of this act is
7 two times the average annual debt service.

8 (d) From the proceeds remaining after the payments required by paragraphs
9 (a), (b) and (c), to make payments to the University each fiscal year for a period of
10 not more than 10 fiscal years commencing in the first fiscal year in which the
11 National Football League stadium project is open to the public and Sam Boyd
12 Stadium ceases operations, in an amount that the Board of Directors determines is
13 necessary to compensate the University for the loss of net income as a result of the
14 operation of the National Football League stadium project, as demonstrated by the
15 University, but not to exceed \$3,500,000 each fiscal year. In determining the
16 amount of the loss of net income pursuant to this paragraph, the Board of Directors
17 shall:

18 (1) Consider the loss of net income from football and other events hosted
19 at Sam Boyd Stadium and any increase in net income for the University generated
20 by the use of the National Football League stadium project by the University.

21 (2) Use a base year for calculating changes in net income that is:

22 (I) Not earlier than Fiscal Year 2015-2016; and

23 (II) Determined by mutual agreement between the Board of Directors
24 and the University to be the fiscal year that is most representative of the net income
25 of the University from the operation of Sam Boyd Stadium before the National
26 Football League stadium project is open to the public.

27 ➤ If the proceeds remaining after the payments required by paragraphs (a), (b) and
28 (c) are insufficient to make a payment due to the University in any given year as set
29 forth in this paragraph, the amount remaining due to the University must be carried
30 forward and made payable in subsequent future years when sufficient money is
31 available. Interest is not due on a payment carried forward pursuant to this
32 paragraph. If an amount carried forward pursuant to this paragraph remains unpaid
33 at the end of the 10-year period described in this paragraph, the remaining amount
34 must be carried forward beyond the 10-year period until such time as all amounts
35 carried forward are paid in full.

36 (e) From the proceeds remaining after the payments required by paragraphs (a)
37 to (d), inclusive, and upon completion of the National Football League stadium
38 project, to make contributions to the stadium capital projects fund created pursuant
39 to subsection 3 of section 27 of this act in an amount equal to at least \$5,000,000
40 per fiscal year, as adjusted annually pursuant to subsection 6.

41 (f) From the proceeds remaining after the payments required by paragraphs (a)
42 to (e), inclusive, to make payments to a fund to provide early debt retirement, a
43 fund to make capital improvements to the National Football League stadium project
44 in an amount determined by the Stadium Authority and to a fund to pay for any
45 infrastructure required on or around the project, except that no payment pursuant to
46 this paragraph may violate any covenant made in connection with bonds or other
47 securities issued pursuant to section 36 of this act and, if any payment would
48 violate such a covenant, the amount of the payment must be used for such purpose
49 as specified in the ordinance or other instrument under which the bond or other
50 security is issued.

51 5. After the bonds and other securities issued pursuant to section 36 of this act
52 have been fully repaid and retired, the Stadium Authority may use the proceeds of
53 the tax imposed pursuant to subsection 1 of section 33 of this act:

1 (a) To pay the operating expenses of the Authority;
2 (b) To pay for capital improvements to the National Football League stadium
3 project.

4 6. The monetary amounts specified in paragraphs (a) and (e) of subsection 4
5 must be adjusted for each fiscal year by adding to the amount the product of the
6 amount multiplied by the percentage increase in the consumer price inflation index
7 between the calendar year ending on December 31, 2015, and the calendar year
8 immediately preceding the fiscal year for which the adjustment is made.

9 7. Any reserve fund described in this section to secure the payment of bonds
10 or other securities issued pursuant to section 36 of this act must be held by the
11 County or a trustee for the bonds. The reserve fund must be funded with cash and
12 investments permitted by the bond ordinance and NRS 355.170. Interest on money
13 in the reserve fund must remain in the fund and be used for the purposes for which
14 the fund was created. Money in the reserve fund may be:

15 (a) Used to pay the final years' debt service on the bonds or other securities
16 secured by the reserve funds if the money in the fund is fully sufficient to retire all
17 outstanding bonds secured thereby;

18 (b) At the option of the Stadium Authority, when all bonds or other securities
19 issued pursuant to section 36 of this act and any bonds or securities refunding those
20 bonds or securities are no longer outstanding, transferred to the stadium capital
21 projects fund created pursuant to subsection 3 of section 27 of this act;

22 (c) A combination of the purposes set forth in paragraphs (a) and (b).

23 8. As used in this section, "consumer price inflation index" means the
24 Consumer Price Index for All Urban Consumers, U.S. City Average, West Urban
25 (All Items), as published by the Bureau of Labor Statistics of the United States
26 Department of Labor or, if that index ceases to be published by the United States
27 Department of Labor, the published index that most closely resembles that index, as
28 determined by the Stadium Authority.

29 **Sec. 35.** 1. In addition to the requirements set forth in section 29 of this act,
30 a development agreement entered into pursuant to that section, a lease agreement
31 entered into pursuant to that section, or a combined development agreement and
32 lease agreement entered into pursuant to subsection 4 of section 29 of this act and
33 any other agreement of any kind entered into by the Stadium Authority with a
34 developer partner, the Stadium Events Company or the National Football League
35 team, or any affiliate, subsidiary or entity related to such a person, must provide
36 that:

37 (a) The contribution of the Stadium Authority to the costs of construction of
38 the National Football League stadium project, excluding debt service on the bonds
39 or other securities issued pursuant to section 36 of this act and the proceeds from
40 the sale, transfer or license of personal seat licenses, stadium builder's licenses or
41 other similar instruments pursuant to section 32 of this act and the sale of other
42 assets of the project which must be used to pay the costs of the project and capital
43 improvements thereto, must not exceed the lesser of:

44 (1) The amount of \$750,000,000; or

45 (2) The amount of money generated by the tax imposed pursuant to
46 subsection 1 of section 33 of this act before the issuance of bonds or other securities
47 pursuant to section 36 of this act, plus the maximum amount that may be raised
48 from the issuance of bonds and other securities pursuant to section 36 of this act
49 that are secured by the proceeds of the tax imposed pursuant to subsection 1 of
50 section 33 of this act, as reasonably determined by the chief financial officer of the
51 County, after payment of issuance costs and the cost of funding the reserve fund.

52 (b) The total debt undertaken by the Board of County Commissioners at the
53 request of the Stadium Authority must not at any time exceed the amount set forth

1 in paragraph (a), minus the amount generated by the tax imposed pursuant to
2 subsection 1 of section 33 of this act before the issuance of bonds or other securities
3 pursuant to section 36 of this act. Any bonds issued to refund bonds issued pursuant
4 to section 36 of this act must not be taken into account in calculating compliance
5 with the debt limit set forth in this paragraph.

6 (c) Except as otherwise provided in this paragraph, all land, improvements and
7 other property of any kind included in the total cost of the National Football League
8 stadium project pursuant to paragraph (g) of subsection 1 of section 36 of this act
9 shall be the sole and exclusive property of the Stadium Authority and shall be
10 exempt from ad valorem property taxes in this State. The provisions of this
11 paragraph do not apply to any leasehold improvements that the Stadium Authority
12 and the Stadium Events Company or the National Football League team agree are
13 made solely by the Stadium Events Company or the National Football League
14 team. If any such property remains in existence at the expiration of the lease, that
15 property must be transferred to the Stadium Authority at the expiration of the lease
16 agreement and, at that time, becomes the sole and exclusive property of the
17 Stadium Authority, unless otherwise provided in an agreement between the
18 Stadium Authority and the Stadium Events Company or the National Football
19 League team.

20 (d) A developer partner and the National Football League team must ensure
21 that any required transfer of land, improvements or property occurs before the
22 issuance of bonds or other securities pursuant to section 36 of this act or
23 simultaneously with the issuance of those bonds or other securities.

24 (e) The land on which the National Football League stadium project is to be
25 located must be dedicated to the Stadium Authority at no cost to the Stadium
26 Authority before the issuance of bonds or other securities pursuant to section 36 of
27 this act or simultaneously with the issuance of those bonds or other securities.

28 2. Except as otherwise provided in this act, the contribution of the Stadium
29 Authority to the cost of the development and construction of the National Football
30 League stadium project must be proportional in terms of amount, contemporaneous
31 in terms of timing and similar in terms of risk profile to the contribution to the cost
32 of the development and construction of the project by the developer partner and:

33 (a) The developer partner shall pay the initial \$100,000,000 of the costs of the
34 National Football League stadium project, excluding the value of any land
35 purchased by the developer partner or contributed to the project.

36 (b) Payments after the initial payment described in paragraph (a) will be pro-
37 rata based on the percentage of the total cost of the project described in paragraph
38 (g) of subsection 1 of section 36 of this act to be paid from money derived from the
39 proceeds of the bonds or other securities issued pursuant to section 36 of this act
40 and the tax imposed pursuant to subsection 1 of section 33 of this act, excluding the
41 proceeds of the tax used to pay principal and interest on the bonds or other
42 securities issued pursuant to section 36 of this act, compared to the costs to be paid
43 from other sources, as adjusted to reflect that money derived from the proceeds of
44 the bonds or other securities issued pursuant to section 36 of this act and the tax
45 imposed pursuant to subsection 1 of section 33 of this act, excluding the proceeds
46 of the tax used to pay principal and interest on the bonds or other securities issued
47 pursuant to section 36 of this act, will be used to pay the last \$50,000,000 of the
48 cost of the project.

49 (c) The procedures for making monthly draws for the cost of the project will be
50 delineated in a trust agreement which will ensure that no money derived from the
51 proceeds of the bonds or other securities issued pursuant to section 36 of this act
52 and the tax imposed pursuant to subsection 1 of section 33 of this act is expended
53 unless money of the developer partner is simultaneously expended and that no

1 funds of the developer partner are expended unless money derived from the
2 proceeds of the bonds or other securities issued pursuant to section 36 of this act
3 and the tax imposed pursuant to subsection 1 of section 33 of this act is
4 simultaneously expended, except for the initial payment described in paragraph (a)
5 and the last payment described in paragraph (b).

6 (d) A trust agreement governing the draw of money for the costs of the project
7 will detail the evidence required to be provided before a draw can be made and the
8 requirements for an independent engineer to review all work before the draw of
9 money.

10 (e) The independent engineer described in paragraph (d) will review the project
11 sources and uses of money each month and, if the independent engineer determines
12 that there is a need for additional money for the project because of a cost overrun,
13 no payment may be made from money derived from the proceeds of the bonds or
14 other securities issued pursuant to section 36 of this act or the tax imposed pursuant
15 to subsection 1 of section 33 of this act until the cost overrun is paid from a source
16 or combination of sources described in subparagraphs (1) to (4), inclusive, of
17 paragraph (e) of subsection 1 of section 36 of this act.

18 **Sec. 36.** 1. The Board of Directors shall request that the Board of County
19 Commissioners issue general obligations of the County pursuant to subsection 2 if
20 the Board of Directors determines that:

21 (a) The Stadium Authority has entered into a development agreement and a
22 lease agreement pursuant to subsections 2 and 3 of section 29 of this act or a
23 combined development and lease agreement pursuant to subsection 4 of section 29
24 of this act.

25 (b) The proceeds of the tax imposed pursuant to subsection 1 of section 33 of
26 this act that will be pledged to the payment of the general obligations will generate
27 sufficient revenue to meet or exceed the debt service coverage ratio of 1.5 times the
28 anticipated annual debt service for each year of the term of the obligations.

29 (c) The contract for the construction of the National Football League stadium
30 project is a guaranteed maximum price contract with a contingency amount of 10
31 percent of the estimated hard costs of the National Football League stadium project
32 or such lesser percentage as is determined to be adequate by the Board of Directors
33 but not less than 5 percent of the estimated hard costs of the project.

34 (d) The prime contractor for the construction of the National Football League
35 stadium project has provided adequate security to guarantee timely performance of
36 the construction of the project and liquidated damages related thereto.

37 (e) A developer partner has provided a financing commitment that the Board of
38 Directors finds is sufficient to pay the portion of the estimated cost of the National
39 Football League stadium project that is to be paid from sources other than money
40 derived from the proceeds of the bonds or other securities issued pursuant to this
41 section and the tax imposed pursuant to subsection 1 of section 33 of this act, plus
42 the contingency amount approved by the Board pursuant to paragraph (c), and is
43 secured by any combination of the following:

44 (1) An irrevocable deposit of cash into a stadium project construction fund
45 held in trust by a commercial bank with trust powers, which is established by a
46 developer partner and the Stadium Authority and which cannot be used for any
47 purpose other than payment of the cost of the project until those costs have been
48 paid in full.

49 (2) Closed construction debt financing, from a lender or lenders rated "A-"
50 or better by Standard and Poor's Rating Services or "A3" or better by Moody's
51 Investor Services, Inc., or their equivalent as determined by the Board of Directors,
52 which allows draws for the costs of construction of the project, interest during
53 construction and any costs of issuance. A draw under the closed construction debt

1 financing may be subject to conditions precedent, including, without limitation, a
2 condition that there has been delivery of proof of the availability of County money,
3 a condition that there has been delivery of satisfactory reports from an independent
4 engineer that certifies work being paid for under the closed construction debt
5 financing has been completed and that stored materials have been verified, any
6 condition required by state or federal regulations or regulators governing banks and
7 any condition that relates to confirmation of insurance for the project. Such
8 conditions precedent may also be required by the Board of County Commissioners
9 or the Stadium Authority to allow a draw on the proceeds of the bonds or other
10 securities issued pursuant to this section which are held in trust by a commercial
11 bank with trust powers.

12 (3) Approved National Football League financing through the G-4 loan
13 program of the National Football League, or its successor program, which allows
14 draws for the costs of construction of the project and no other purpose until those
15 costs have been paid in full, if the lender is rated "A-" or better by Standard and
16 Poor's Rating Services or "A3" or better by Moody's Investor Services, Inc., or
17 their equivalent as determined by the Board of Directors. A draw under the
18 National Football League financing may be subject to the conditions precedent set
19 forth in subparagraph (2).

20 (4) Irrevocable letters of credit or commitments to pay the costs of
21 construction of the project, which irrevocably and unconditionally allow draws for
22 the costs of construction of the project and no other purpose until those costs have
23 been paid in full, which is provided by a bank with at least \$1 billion in assets that
24 is rated "A" or better by Standard and Poor's Rating Services or "A2" or better by
25 Moody's Investor Services, Inc., or their equivalent as determined by the Board of
26 Directors.

27 (f) A developer partner has any development agreements required by state or
28 local governments relative to providing adequate offsite infrastructure
29 improvements for the National Football League stadium project.

30 (g) The Stadium Authority and a developer partner have agreed on an estimate
31 of the total cost of the National Football League stadium project.

32 2. Except as otherwise provided in subsection 3, upon the request of the
33 Board of Directors pursuant to subsection 1, the Board of County Commissioners
34 shall issue general obligations of the County in an amount not to exceed
35 \$750,000,000. After payment of the costs of issuing the bonds and making
36 provisions for any required reserves, the proceeds of any bonds issued pursuant to
37 this subsection must be allocated to the Stadium Authority to be used for the
38 National Football League stadium project.

39 3. The Board of County Commissioners shall not issue general obligation
40 bonds pursuant to subsection 2 unless the Board finds that:

41 (a) The requirements of subsection 1 have been satisfied; and

42 (b) Payment of the costs of construction of the National Football League
43 stadium project will be made over time by both the Stadium Authority and a
44 developer partner in accordance with subsection 2 of section 35 of this act.

45 4. The securities required to be issued pursuant to this section must be issued
46 pursuant to the Local Government Securities Law, and any bonds issued pursuant
47 to this section may be refunded by the County as provided in the Local Government
48 Securities Law.

49 5. If the Board of County Commissioners issues general obligations of the
50 County pursuant to subsection 2 after the Board of Directors has made the
51 determination set forth in paragraph (b) of subsection 1:

52 (a) The bonds may be issued without complying with the requirements of NRS
53 350.011 to 350.0165, inclusive, and 350.020, pursuant to an ordinance of the Board

1 of County Commissioners as provided in the Local Government Securities Law,
2 and no other approval by a governmental entity or otherwise is required for the
3 issuance of the bonds under the laws of this State.

4 (b) The bonds are exempt from the limitation on indebtedness set forth in NRS
5 244A.059, and must not be included in the calculation of the indebtedness of the
6 County under that section, but the County shall not become indebted by the
7 issuance of general obligation indebtedness for the purposes set forth in sections 21
8 to 37, inclusive, of this act in an amount exceeding 5 percent of the total last
9 assessed valuation of taxable property of the County.

10 (c) The bonds must be treated as if the finding described in subparagraph (1) of
11 paragraph (b) of subsection 3 of NRS 361.4727 had been made by the Board of
12 County Commissioners and approved by the debt management commission of the
13 County under subparagraph (2) of paragraph (b) of subsection 3 of NRS 361.4727.

14 6. Any determination or finding by the Board of Directors or the Board of
15 County Commissioners pursuant to this section is conclusive, absent fraud.

16 **Sec. 37.** 1. The Board of Directors shall dissolve the Stadium Authority and
17 wind up its affairs if the Board makes any of the following determinations:

18 (a) Within 12 months after the effective date of sections 21 to 37, inclusive, of
19 this act or, if the Board determines that an extension of this period is necessary or
20 desirable, within 18 months after the effective date of those sections, the National
21 Football League has not authorized the National Football League team to locate or
22 relocate within the stadium district.

23 (b) Within 12 months after the effective date of sections 21 to 37, inclusive, of
24 this act or, if the Board determines that an extension of this period is necessary or
25 desirable, within 18 months after the effective date of those sections, the National
26 Football League team has not committed to locate or relocate within the stadium
27 district.

28 (c) Within 18 months after the adoption of the ordinance imposing the tax
29 required by subsection 1 of section 33 of this act, the Stadium Authority has not
30 approved and entered into a development agreement pursuant to subsection 2 of
31 section 29 of this act.

32 (d) Within 18 months after the adoption of an ordinance imposing the tax
33 required by subsection 1 of section 33 of this act, the Stadium Authority has not
34 approved and entered into a lease agreement pursuant to subsection 3 of section 29
35 of this act.

36 (e) Within 18 months after the adoption of an ordinance imposing the tax
37 required by subsection 1 of section 33 of this act, the Stadium Authority has not
38 approved and entered into a combined development and lease agreement pursuant
39 to subsection 4 of section 29 of this act.

40 (f) The Stadium Authority has no outstanding financial obligations and seven
41 members of the Board vote to dissolve the Stadium Authority.

42 2. If the Board of Directors makes a determination described in subsection 1
43 and is required to dissolve and wind up the affairs of the Stadium Authority
44 pursuant to that subsection:

45 (a) Not later than 90 calendar days after the Board makes the determination,
46 the Stadium Authority must be dissolved and its affairs wound up.

47 (b) The Chair of the Board must provide notice of the determination and the
48 intent of the Board to dissolve the Stadium Authority and wind up its affairs to the:

- 49 (1) Governor; and
- 50 (2) President of the University.

51 **Sec. 38.** 1. Within 90 days after receipt of notice that the Board of
52 Directors has voted to dissolve the Stadium Authority and wind up its affairs for
53 any reason set forth in paragraphs (a) to (f), inclusive, of subsection 1 of section 37

1 of this act, the President of the University may elect to pursue a college football
2 stadium project. If the President of the University elects to pursue a college football
3 stadium project, he or she must provide written notice to the Governor, the Director
4 of the Legislative Counsel Bureau and the Board of County Commissioners that he
5 or she intends to pursue a college football stadium project.

6 2. If, within 90 calendar days after receipt of notice of the vote of the Board
7 of Directors to dissolve the Stadium Authority and wind up its affairs pursuant to
8 subsection 2 of section 37 of this act, the President of the University has provided
9 notice to the Governor, the Director of the Legislative Counsel Bureau and the
10 Board of County Commissioners that he or she intends to pursue a college football
11 stadium project, the Board of Directors of the Stadium Authority must cause the
12 money remaining in the stadium tax account created pursuant to subsection 3 of
13 section 27 of this act, after provision is made for the payment of any outstanding
14 financial obligations or liabilities of the Stadium Authority, to be transferred to the
15 college football stadium tax account created pursuant to subsection 3 of section 45
16 of this act.

17 3. If, within 90 calendar days after receipt of notice of the vote of the Board
18 of Directors to dissolve the Stadium Authority and wind up its affairs pursuant to
19 subsection 2 of section 37 of this act, the President of the University has not
20 provided notice to the Governor, the Director of the Legislative Counsel Bureau
21 and the Board of County Commissioners that he or she intends to pursue a college
22 football stadium project, the Board of Directors must cause the money remaining in
23 the stadium tax account created pursuant to subsection 3 of section 27 of this act,
24 after provision is made for the payment of any outstanding financial obligations or
25 liabilities of the Stadium Authority, to be transferred to the Convention Authority.
26 The Convention Authority must use such money to pay the costs of the project
27 described in paragraph (a) of subsection 3 of section 59 of this act or the principal
28 and interest on bonds or other securities issued to defray the costs of that project.

29 4. If, within 90 calendar days after receipt of notice of the vote of the Board
30 of Directors to dissolve the Stadium Authority and wind up its affairs pursuant to
31 subsection 2 of section 37 of this act, the President of the University provides
32 notice to the Governor, the Director of the Legislative Counsel Bureau and the
33 Board of County Commissioners that he or she intends to pursue a college football
34 stadium project but, within 24 months after the date on which he or she provides
35 that notice, has not secured a commitment of private money for the college football
36 stadium project that, when combined with the revenue of the University projected
37 to be generated from the college football stadium project, results in a commitment
38 of at least \$200,000,000 for the college football stadium project, the money
39 remaining in the college football stadium tax account created pursuant to subsection
40 3 of section 45 of this act must be transferred to the Convention Authority. The
41 Convention Authority must use such money to pay the costs of the project
42 described in paragraph (a) of subsection 3 of section 59 of this act or the principal
43 and interest on bonds or other securities issued to defray the costs of that project.

44 **Sec. 39.** 1. A stadium district to finance a college football stadium project
45 is hereby created. The stadium district consists of all property located within:

46 (a) The County, including, without limitation, all property that is within an
47 incorporated city in the County; and

48 (b) A radius of 25 miles from the location at which the Board of County
49 Commissioners holds its regular meetings as of the effective date of sections 39 to
50 52, inclusive, of this act.

51 2. There is hereby created a Campus Improvement Authority.

52 3. The Campus Improvement Authority constitutes:

53 (a) A body corporate and politic; and

1 (b) A political subdivision of this State, the boundaries of which are
2 coterminous with the boundaries of the stadium district.

3 4. The County Treasurer is ex officio Treasurer of the Campus Improvement
4 Authority.

5 5. Except as otherwise provided in this act, the Campus Improvement
6 Authority and its officers and employees are subject to, must comply with and are
7 entitled to all rights, privileges and immunities recognized by the laws of this State
8 applicable to political subdivisions and their officers and employees, including,
9 without limitation, NRS 41.0305 to 41.039, inclusive, and chapters 239, 241, 281
10 and 281A of NRS, but if there is a conflict between other laws of this State and the
11 specific provisions of this act, the specific provisions of this act control.

12 **Sec. 40.** 1. The Campus Improvement Authority must be governed by a
13 Board of Directors consisting of the County Treasurer, who is a nonvoting, ex
14 officio member of the Board and nine members to be appointed as follows:

15 (a) One member appointed by the Governor.

16 (b) Four members appointed by the Board of Regents, three of whom must be
17 members of the Board of Regents and one of whom must be a member of the Board
18 of Regents or an officer of the University.

19 (c) One member appointed by the Board of County Commissioners, who must
20 be a member of the Board of County Commissioners or an officer of the County.

21 (d) One member appointed by the Convention Authority, who must be a
22 member of the Board of Directors of that Authority who is not a member of the
23 Board of County Commissioners.

24 (e) Two members elected by the members appointed pursuant to paragraphs (a)
25 to (d), inclusive, who must be employed in an executive position in the stadium
26 district by a business in the tourism, hotel and gaming industry.

27 2. A vacancy on the Board of Directors occurs when a member:

28 (a) Dies or resigns;

29 (b) Is removed, with or without cause, by the person or entity who appointed
30 that member; or

31 (c) Ceases to be qualified for appointment as a member pursuant to the
32 provisions of subsection 1.

33 3. A vacancy on the Board of Directors must be filled for the remainder of the
34 unexpired term in the same manner as the original appointment pursuant to
35 subsection 1, except that, notwithstanding any provision of this section to the
36 contrary, a member appointed pursuant to paragraph (e) of subsection 1 whose
37 position becomes vacant as a result of his or her cessation of employment in an
38 executive position in the stadium district by a business in the tourism, hotel and
39 gaming industry may be reappointed to serve the remainder of his or her unexpired
40 term.

41 4. A member of the Board of Directors is not entitled to receive any
42 compensation for serving as a member of the Board of Directors or as an officer
43 employee of the Board or the Campus Improvement Authority.

44 5. The members of the Board of Directors are public officers for the purposes
45 of chapter 281A of NRS.

46 **Sec. 41.** 1. Not later than 30 days after the effective date of sections 39 to
47 52, inclusive, of this act:

48 (a) The Governor shall appoint the member of the Board of Directors
49 appointed pursuant to paragraph (a) of subsection 1 of section 40 of this act to an
50 initial term that commences on the date of the appointment and expires on
51 September 30 of the second year following the year in which the appointment was
52 made.

53 (b) The Board of Regents shall appoint:

1 (1) Two members of the Board of Directors pursuant to paragraph (b) of
2 subsection 1 of section 40 of this act to an initial term that commences on the date
3 of the appointment and expires on September 30 of the year following the year in
4 which the appointment was made; and

5 (2) Two members of the Board of Directors pursuant to paragraph (b) of
6 subsection 1 of section 40 of this act to an initial term that commences on the date
7 of the appointment and expires on September 30 of the second year following the
8 year in which the appointment was made.

9 (c) The Board of County Commissioners shall appoint the member of the
10 Board of Directors pursuant to paragraph (c) of subsection 1 of section 40 of this
11 act to an initial term that commences on the date of the appointment and expires on
12 September 30 of the year following the year in which the appointment was made.

13 (d) The Convention Authority shall appoint the member of the Board of
14 Directors pursuant to paragraph (d) of subsection 1 of section 40 of this act to an
15 initial term that commences on the date of the appointment and expires on
16 September 30 of the second year following the year in which the appointment was
17 made.

18 2. Not later than 90 days after the organizational meeting held pursuant to
19 subsection 1 of section 42 of this act, the members of the Board of Directors
20 appointed pursuant to subsection 1 shall elect two members of the Board pursuant
21 to paragraph (e) of subsection 1 of section 40 of this act to an initial term that
22 commences on the date of the appointment and expires on September 30 of the year
23 following the year in which the appointment was made.

24 3. After the initial terms, each member of the Board of Directors must be
25 appointed for a 4-year term that begins on the day following the day on which the
26 immediately preceding term expires. A member of the Board of Directors may be
27 reappointed.

28 **Sec. 42.** 1. Not later than 75 days after the effective date of sections 39 to
29 52, inclusive, of this act, the Board of Directors shall hold an organizational
30 meeting. At the meeting of the Board of Directors held pursuant to this section, the
31 Board shall elect:

- 32 (a) One of its members as Chair;
- 33 (b) One of its members as Vice Chair; and
- 34 (c) A Secretary, who may be a member of the Board.

35 2. The Vice Chair of the Board of Directors shall serve as Chair when the
36 position of Chair is vacant or when the Chair is absent from any meeting of the
37 Board.

38 3. The Board of Directors shall meet regularly in the stadium district at such
39 times and places as it designates. Special meetings of the Board of Directors may
40 be held at the call of the Chair, upon notice to each member of the Board, as often
41 as the needs of the Board require.

42 4. Except as otherwise provided in subsection 5 of NRS 281A.420:

43 (a) Six of the members of the Board of Directors constitute a quorum at any
44 meeting of the Board.

45 (b) The Board of Directors may take action only by a motion or resolution
46 adopted with the approval of at least six members of the Board.

47 5. The Board of Directors constitutes a public body for the purposes of
48 chapter 241 of NRS.

49 **Sec. 43.** 1. The Secretary of the Board of Directors shall keep:

- 50 (a) Audio recordings or transcripts of all meetings of the Board;
- 51 (b) Minutes of all the meetings of the Board;
- 52 (c) A record of all the proceedings and actions of the Board;
- 53 (d) A copy of any certificates issued or received by the Board;

1 (e) A copy of any contracts made by the Board; and

2 (f) Any bonds required by the Board from its employees.

3 2. The Treasurer of the Campus Improvement Authority shall keep, in
4 permanent records, strict and accurate accounts of all money received by and
5 disbursed for and on behalf of the Board of Directors.

6 3. The Secretary of the Board of Directors does not constitute a part of the
7 staff of the Campus Improvement Authority for the purposes of section 44 of this
8 act.

9 **Sec. 44.** 1. The Campus Improvement Authority may retain such staff as
10 the Board of Directors determines to be necessary to conduct the activities of the
11 Authority. The Campus Improvement Authority may:

12 (a) Hire the members of the staff of the Authority as employees;

13 (b) Contract with any governmental entity or person to provide the persons to
14 serve as the staff of the Authority; or

15 (c) Retain the members of the staff of the Authority using any combination of
16 the methods described in paragraphs (a) and (b).

17 2. The Board of Directors:

18 (a) Shall determine:

19 (1) The powers and duties of the members of the staff of the Campus
20 Improvement Authority; and

21 (2) The amount and basis of compensation for the members of the staff of
22 the Campus Improvement Authority.

23 (b) May delegate any of its powers and duties to any member of the staff of the
24 Campus Improvement Authority as the Board determines to be appropriate, except
25 that the Board shall not delegate:

26 (1) Any of the specific obligations or responsibilities of the Board imposed
27 by sections 39 to 52, inclusive, of this act; or

28 (2) Any ability to bind the Campus Improvement Authority to a contract
29 that would require an expenditure by the Authority in excess of such an amount as
30 the Authority determines to be appropriate, which amount must not exceed the sum
31 of \$500,000. The monetary amount specified in this subparagraph must be adjusted
32 for each fiscal year by adding to the amount the product of the amount multiplied
33 by the percentage increase in the consumer price inflation index between the
34 calendar year ending on December 31, 2015, and the calendar year immediately
35 preceding the fiscal year for which the adjustment is made.

36 3. As used in this section, "consumer price inflation index" means the
37 Consumer Price Index for All Urban Consumers, U.S. City Average, West Urban
38 (All Items), as published by the Bureau of Labor Statistics of the United States
39 Department of Labor or, if that index ceases to be published by the United States
40 Department of Labor, the published index that most closely resembles that index, as
41 determined by the Campus Improvement Authority.

42 **Sec. 45.** The Board of Directors:

43 1. May adopt a seal;

44 2. May adopt, and from time to time amend or repeal, as it determines
45 necessary or desirable, appropriate bylaws, rules and regulations, not inconsistent
46 with the provisions of sections 39 to 52, inclusive, of this act, for carrying on the
47 business and affairs of the Campus Improvement Authority; and

48 3. Shall create a college football stadium tax account, a college football
49 stadium capital projects fund and a campus improvement authority operating
50 account to carry out the provisions of sections 39 to 52, inclusive, of this act.

51 **Sec. 46.** 1. Except as otherwise provided in section 47 of this act, the
52 Campus Improvement Authority may:

1 (a) Enter into any contracts and other agreements with any person or other
2 entity that the Board of Directors determines to be necessary or desirable to conduct
3 the business of the Authority.

4 (b) Sue and be sued.

5 (c) Proceed with the college football stadium project and enter into any
6 contracts or other agreements that the Board of Directors determines to be
7 necessary or desirable therefor. The contracts and other agreements authorized by
8 this paragraph:

9 (1) May include, without limitation, contracts or other agreements relating
10 to the construction, acquisition, lease, lease-purchase, gift, equipment, maintenance,
11 insurance, operation, management, promotion or advertising of the college football
12 stadium project or any part thereof;

13 (2) Must provide for the construction of a football stadium that has a
14 seating capacity of not less than 40,000 persons and a location, design, fit and finish
15 that is consistent with similar facilities for university football teams in the premier
16 conferences in the Division I Football Bowl Subdivision, or its successor division,
17 of the National Collegiate Athletic Association or its successor organization; and

18 (3) Are not subject to the limitations of subsections 1 and 2 of NRS
19 353.260.

20 (d) Enter into a lease, ground lease or management agreement with the System
21 authorizing the Campus Improvement Authority to lease from the System any land,
22 or any portion thereof, owned by the System and any improvements thereon, or to
23 manage any such land or improvements for the System, on such terms as may be
24 acceptable to the Board of Directors and the Board of Regents and which do not
25 violate any covenants concerning any securities issued by the Board of Regents, if:

26 (1) The property subject to the lease, ground lease or management
27 agreement is limited to:

28 (I) Land and improvements that will be developed and used for the
29 college football stadium project; and

30 (II) Any other land, improvements and appurtenances that the Board of
31 Regents determines to be necessary or desirable to carry out such a purpose;

32 (2) The Board of Regents is entitled to limit any uses, rates, charges or
33 other factors pertaining to the property subject to the lease, ground lease or
34 management agreement by including the limitations in the agreement; and

35 (3) After any indebtedness incurred to improve the property subject to the
36 lease, ground lease or management agreement has been retired or defeased and any
37 other contracts and obligations of the Campus Improvement Authority pertaining to
38 that property have been satisfied and terminated, the improvements will become the
39 property of the System and will no longer be subject to the lease, ground lease or
40 management agreement.

41 (e) Enter into, with any person or other entity:

42 (1) One or more subleases of all or any portion of any land or improvement
43 leased to the Campus Improvement Authority;

44 (2) One or more management agreements to provide for the management
45 by that person or other entity of any land or improvement that the Campus
46 Improvement Authority is authorized to manage, control or occupy;

47 (3) One or more leases or management agreements pertaining to the
48 college football stadium project or any facility owned by the Campus Improvement
49 Authority; or

50 (4) Any combination of the agreements described in subparagraphs (1), (2)
51 and (3),

52 on such terms as may be acceptable to the Board of Directors and which are not
53 inconsistent with the terms of the lease, ground lease or management agreement

1 with the System pursuant to which the Campus Improvement Authority has
2 possession or control of the property. The leases, ground leases, subleases and
3 management agreements authorized by this paragraph are not subject to the
4 limitations of subsections 1 and 2 of NRS 353.260.

5 (f) Fix, and from time to time increase or decrease, fees, rates, tolls, rents or
6 charges for services or facilities furnished in connection with a college football
7 stadium project and take such action as may be necessary or desirable to effect their
8 collection or, by contract or other agreement described in paragraph (d) or (e),
9 authorize another person or entity to fix, from time to time increase or decrease, and
10 collect all or any designated portion of such fees, rates, tolls, rents or charges. Such
11 fees, rates, tolls, rents or charges must be consistent with or allowed by the lease,
12 ground lease or management agreement with the System pursuant to which the
13 Campus Improvement Authority has possession or control of the land or
14 improvements upon which the college football stadium project is located.

15 (g) Receive, control, invest and order the expenditure of the proceeds of the
16 taxes imposed pursuant to subsection 1 of section 50 of this act and any other
17 money pertaining to or derived from the college football stadium project, including,
18 without limitation, any grants from the Federal Government, the State, the County
19 or any incorporated city in the County, or from any other person or entity, for the
20 purposes of the college football stadium project.

21 (h) Perform any other acts that may be necessary, convenient, desirable or
22 appropriate to carry out the purposes of sections 39 to 52, inclusive, of this act.

23 2. If the Campus Improvement Authority has no indebtedness or other
24 financial obligations, the Board of Directors, by an affirmative vote of at least six of
25 its members, may dissolve the Authority.

26 **Sec. 47.** 1. Except as otherwise provided in section 51 of this act, the Board
27 of Directors and any person to whom the Board delegates any of its powers or
28 duties shall not:

29 (a) Expend or authorize the expenditure of any money in the college football
30 stadium tax account created pursuant to subsection 3 of section 45 of this act unless
31 the Campus Improvement Authority has entered into a lease, ground lease or
32 management agreement with the System pursuant to paragraph (d) of subsection 1
33 of section 46 of this act which authorizes the college football stadium project.

34 (b) Proceed with the college football stadium project or issue any securities to
35 defray in whole or in part any cost of the college football stadium project unless the
36 Campus Improvement Authority has entered into a lease, ground lease or
37 management agreement with the System pursuant to paragraph (d) of subsection 1
38 of section 46 of this act which authorizes the college football stadium project.

39 2. The campus improvement authority shall not own any land, but may own
40 improvements on land located in the stadium district if the Board of Regents, in its
41 sole discretion, allows that ownership.

42 **Sec. 48.** 1. Except as otherwise provided in sections 39 to 52, inclusive, of
43 this act and notwithstanding any other provision of law to the contrary:

44 (a) Any contract, lease, sublease, lease-purchase agreement, management
45 agreement or other agreement entered into pursuant to sections 39 to 52, inclusive,
46 of this act by the Campus Improvement Authority, the System or any related entity
47 relating to the college football stadium project financed in whole or in part pursuant
48 to sections 39 to 52, inclusive, of this act, and any contract, lease, sublease, lease-
49 purchase agreement, management agreement or other agreement that provides for
50 the design, acquisition, construction, improvement, repair, demolition,
51 reconstruction, equipment, financing, promotion, leasing, subleasing, management,
52 operation or maintenance, or any combination thereof, of the college football

1 stadium project or any portion thereof, or the provision of materials or services for
2 the college football stadium project are exempt from any law:

3 (1) Requiring competitive bidding or otherwise specifying procedures for
4 the award of agreements of a type described in this paragraph;

5 (2) Specifying procedures for the procurement of goods or services; or

6 (3) Limiting the term of any agreement of a type described in this
7 paragraph.

8 (b) The provisions of chapter 341 of NRS do not apply to the college football
9 stadium project financed in whole or in part pursuant to sections 39 to 52, inclusive,
10 of this act or to any agreement of a type described in paragraph (a).

11 (c) The provisions of chapter 338 of NRS do not apply to the college football
12 stadium project financed in whole or in part pursuant to sections 39 to 52, inclusive,
13 of this act or to any agreement of a type described in paragraph (a), except that:

14 (1) The provisions of NRS 338.013 to 338.090, inclusive, apply to any
15 construction work to be performed under any contract or other agreement
16 pertaining to the project even if the estimated cost of the construction work is not
17 greater than \$250,000 or the construction work does not qualify as a public work, as
18 defined in subsection 17 of NRS 338.010;

19 (2) Any person or entity that executes one or more contracts or agreements
20 for the actual construction, alteration, repair or remodeling of the project shall
21 include in such a contract or agreement the contractual provisions and stipulations
22 that are required to be included in a contract for a public work pursuant to the
23 provisions of NRS 338.013 to 338.090, inclusive; and

24 (3) The Campus Improvement Authority, any contractor who is awarded a
25 contract or enters into an agreement to perform the construction, alteration, repair
26 or remodeling of the college football stadium project and any subcontractor on the
27 college football stadium project shall comply with the provisions of NRS 338.013
28 to 338.090, inclusive, in the same manner as if the State had undertaken the project
29 or had awarded the contract.

30 2. The Campus Improvement Authority and any prime contractor,
31 construction manager or project manager selected by the Campus Improvement
32 Authority shall competitively bid all subcontracts involving construction which the
33 Campus Improvement Authority determines can be competitively bid without
34 affecting the quality of the college football stadium project. Any determination by
35 the Campus Improvement Authority that such a subcontract can or cannot be
36 competitively bid without affecting the quality of the project is conclusive in the
37 absence of fraud or a gross abuse of discretion. The Campus Improvement
38 Authority shall establish one or more procedures for competitive bidding which:

39 (a) Must prohibit bidders from engaging in bid-shopping;

40 (b) Must not permit subcontractors to avoid or circumvent the provisions of
41 paragraph (c) of subsection 1; and

42 (c) Must, in addition to the requirements of section 48.5 of this act, provide a
43 preference for Nevada subcontractors in a manner that is similar to, and with a
44 preference that is equivalent to, the preference provided in NRS 338.1389.

45 3. Any determination by the Campus Improvement Authority regarding the
46 establishment of one or more procedures for competitive bidding, and any
47 determination by the Authority or its prime contractor, construction manager or
48 project manager regarding the award of a contract to any bidder is conclusive in the
49 absence of fraud or a gross abuse of discretion.

50 **Sec. 48.5.** 1. In addition to any other requirements set forth in sections 39
51 to 52, inclusive, of this act, and except as otherwise provided in subsection 8, any
52 contract entered into by ~~the general contractor selected by the Campus Improvement~~
53 ~~Authority or by~~ any prime contractor, construction manager or project manager

1 selected by the Campus Improvement Authority for the construction, alteration,
2 repair or remodeling of the college football stadium project must include a
3 provision requiring ~~the general contractor to subcontract~~ that at least 15 percent
4 of the college football stadium project must be subcontracted to small local
5 businesses.

6 2. A business shall be deemed to be a small local business for the purposes of
7 this section if:

8 (a) The business is financially and operationally independent from any other
9 business;

10 (b) The business is not temporary and has operated for at least 4 years before
11 entering into the contract or agreement;

12 (c) The business maintains its principal place of business in a fixed location
13 within this State;

14 (d) The business has obtained all necessary licenses and registration within this
15 State; and

16 (e) The ~~gross earnings~~ annual revenues of the business for each of the
17 immediately preceding 3 fiscal years has not exceeded:

18 (1) For public works projects, \$20,000,000;

19 (2) For any other construction projects, \$10,000,000;

20 (3) For any goods, materials, equipment and general services contracts,
21 \$10,000,000;

22 (4) For professional services including, without limitation, architectural
23 and engineering services, \$2,500,000; and

24 (5) For trucking services, \$3,500,000.

25 3. A ~~general~~ contractor that subcontracts work to a small local business
26 pursuant to a contract or other agreement described in subsection 1 shall allow
27 ~~such a~~ the small local business to be covered by any bond or insurance of the
28 ~~general~~ contractor and may require the subcontractor to pay a proportionate share
29 of the cost for such coverage by the bond or insurance.

30 4. A small local business to which work is subcontracted by a ~~general~~
31 contractor pursuant to ~~this section~~ a contract or other agreement described in
32 subsection 1 must ensure that its employees are hired in a manner that does not
33 discriminate against any person on any basis prohibited by law. Such a contractor
34 that subcontracts such work shall not impose any requirements on the small local
35 business relating to the employees selected by the small local business to perform
36 the subcontracted work.

37 5. A ~~general~~ contractor that subcontracts work to a small local business
38 pursuant to a contract or other agreement described in subsection 1 shall provide
39 a mentorship program to assist the small local business to develop the skills
40 necessary to carry out the work that is subcontracted.

41 6. A ~~general~~ prime contractor, construction manager or project
42 manager, and each contractor that subcontracts work to a small local business
43 pursuant to a contract or other agreement described in subsection 1 shall submit
44 information to the Campus Improvement Authority verifying that the ~~general~~
45 prime contractor, construction manager, project manager or contractor has
46 complied with the provisions of this section, and shall maintain all records,
47 including, without limitation, any information required by the Campus
48 Improvement Authority, to ensure compliance with this section for not less than 5
49 years after the expiration of the subcontract. Such records must be made available
50 for inspection to the Campus Improvement Authority upon request.

51 7. Unless the requirements of subsection 1 are waived by the Campus
52 Improvement Authority pursuant to subsection 8 the failure of a ~~general~~ prime
53 contractor , construction manager or project manager to ~~subcontract the amount~~

1 ~~of work required pursuant to~~ comply with the requirements of subsection 1 shall
2 be deemed a material breach of contract.

3 8. The Campus Improvement Authority may waive the requirements of
4 subsection 1 if a ~~general~~ prime contractor, construction manager or project
5 manager presents proof satisfactory to the Campus Improvement Authority that
6 there is an insufficient number of small local businesses available and qualified to
7 subcontract for the work to be performed. Such proof must include, without
8 limitation, evidence that:

9 (a) Reasonable efforts were made to notify small local businesses of the
10 availability of work to be performed under a contract or other agreement
11 described in subsection 1, which must include evidence of public advertisement
12 calling for bids for a period of not less than 20 days before the date on which
13 such bids must be submitted; and

14 (b) In considering the availability and qualifications of a small local
15 business to perform work under a contract or other agreement described in
16 subsection 1, a contractor reasonably considered the work experience, safety
17 history and financial stability of the small local business.

18 **Sec. 49.** The provisions of sections 39 to 52, inclusive, of this act do not
19 require the University or the Board of Regents to enter into any lease, ground lease,
20 management agreement or any other contract or agreement.

21 **Sec. 50.** 1. ~~The~~ In addition to all other taxes imposed on the revenue
22 from the rental of transient lodging and notwithstanding any other law, the
23 Board of County Commissioners shall by ordinance impose upon all persons in the
24 business of providing lodging in the stadium district a tax at the rate of:

25 (a) Three-eighths of one percent of the gross receipts from the rental of
26 transient lodging within the primary gaming corridor.

27 (b) One-quarter of one percent of the gross receipts from the rental of transient
28 lodging in an area within the stadium district but outside the primary gaming
29 corridor.

30 2. The tax imposed pursuant to subsection 1 may be collected from paying
31 guests and may be shown as an addition to the charge for the rental of transient
32 lodging. The person providing the transient lodging is liable to the County for the
33 tax whether or not the tax is actually collected from a paying guest.

34 3. The tax imposed pursuant to subsection 1:

35 (a) Must be imposed in each incorporated city within the stadium district, in
36 addition to being imposed in the portion of the stadium district which is not in an
37 incorporated city.

38 (b) Must be in addition to all other taxes imposed on the revenue from the
39 rental of transient lodging in the County or city;

40 (c) Must be collected and enforced in the same manner as any other tax
41 imposed in the County or city on the gross receipts from the rental of transient
42 lodging;

43 (d) Must be distributed to the Campus Improvement Authority, which shall use
44 the proceeds of the taxes in the manner set forth in section 51 of this act; and

45 (e) May be pledged to the payment of the bonds or other securities issued
46 pursuant to section 52 of this act.

47 4. The ordinance enacted pursuant to this section must:

48 (a) Specify the date on which the tax must first be imposed, which must be the
49 first day of the month that is not less than 3 months or more than 4 months after the
50 adoption of the ordinance.

51 (b) Provide that any parcel of land, building or other structure located partially
52 within the stadium district is deemed to be wholly within the stadium district.

1 5. Not later than 30 days after the adoption of the ordinance enacted pursuant
2 to this section, the Board of County Commissioners shall amend the ordinance to
3 include a provision establishing the geographic boundaries of the primary gaming
4 corridor within the stadium district. The geographic boundaries of the primary
5 gaming corridor must be a single, contiguous area. The initial amendment
6 establishing the geographic boundaries of the primary gaming corridor must base
7 those boundaries on the geographic area comprising the submarket within the
8 stadium district with the greatest amount of gaming revenue as reported in the most
9 recent edition of the Nevada Gaming Abstract produced by the Nevada Gaming
10 Control Board. The Board of County Commissioners may from time to time amend
11 or modify the geographic boundaries of the primary gaming corridor to include
12 areas which would have been included within the geographic boundaries of the
13 primary gaming corridor if the Board of County Commissioners were establishing
14 those boundaries at the time of the amendment or modification, but any such
15 amendment or modification of the geographic boundaries of the primary gaming
16 corridor must not impair any outstanding bonds or any revenues pledged to their
17 payment. The rate of the tax set forth in paragraph (a) of subsection 1 applies to all
18 persons in the business of providing lodging in the primary gaming corridor
19 established pursuant to this subsection, regardless of whether that person is licensed
20 to conduct gaming on the premises of the business and regardless of whether the
21 business of that person is specifically included in the Nevada Gaming Abstract
22 produced by the Nevada Gaming Control Board. Any amendment adopted pursuant
23 to this subsection must provide that any parcel of land, building or other structure
24 located partially within the primary gaming corridor is deemed to be wholly within
25 the primary gaming corridor. The decision of the Board of County Commissioners
26 establishing the boundaries, and any amendment thereof, is conclusive, absent
27 fraud.

28 6. Upon repayment of the bonds or other securities to which the proceeds of
29 the tax imposed pursuant to subsection 1 may be pledged, the Board of County
30 Commissioners shall amend the ordinance imposing the tax to reduce the rate of the
31 tax to an amount deemed sufficient by the Board to pay the normal operating
32 expenses of the Campus Improvement Authority and the obligation of the Authority
33 for capital improvements to the college football stadium project, except that the rate
34 of the tax imposed on persons described in paragraph (a) of subsection 1 and
35 persons described in paragraph (b) of subsection 1 must be the same rate, and that
36 rate must not exceed one-tenth of one percent.

37 7. The provisions of NRS 237.030 to 237.150, inclusive, do not apply to the
38 adoption of the ordinance enacted pursuant to this section, or any amendment
39 thereof, or to any other action of the Board of County Commissioners relating to
40 the adoption or amendment of the ordinance.

41 8. As used in this section:

42 (a) "Gross receipts from the rental of transient lodging" does not include the
43 tax imposed or collected from paying guests pursuant to this section.

44 (b) "Primary gaming corridor" means the primary gaming corridor in the
45 stadium district, the geographic boundaries of which are established by the Board
46 of County Commissioners pursuant to subsection 5.

47 **Sec. 51.** 1. After paying any amounts needed to pay any principal, interest
48 or other costs due in connection with any bonds or securities issued to finance or
49 refinance the college football stadium project and to establish a reserve fund to
50 secure the payment of such bonds or other securities, the County Treasurer shall
51 distribute the remaining proceeds of the tax imposed pursuant to section 49 of this
52 act to the Campus Improvement Authority. The Campus Improvement Authority

1 shall deposit such proceeds into the college football stadium tax account created
2 pursuant to subsection 3 of section 45 of this act.

3 2. Except as otherwise provided in subsection 3, before the issuance of bonds
4 or other securities pursuant to section 52 of this act, the proceeds of the tax imposed
5 pursuant to section 50 of this act and any applicable penalty or interest, and any
6 other money in the college football stadium tax account, must be used by the
7 Campus Improvement Authority:

8 (a) To pay all or part of the cost to acquire, construct, lease, improve, equip,
9 operate or maintain, or any combination thereof, within the boundaries of the
10 stadium district the college football stadium project;

11 (b) To establish a bond reserve fund and other reserves to secure any bonds or
12 other securities issued pursuant to section 52 of this act;

13 (c) To pay the costs incurred by the Campus Improvement Authority to carry out
14 the provisions of sections 39 to 52, inclusive, of this act in an amount not to
15 exceed \$1,000,000; or

16 (d) For any combination of the uses set forth in paragraphs (a), (b) and (c).

17 3. After the issuance of bonds or other securities pursuant to section 52 of this
18 act, the Campus Improvement Authority shall use the proceeds of the tax imposed
19 pursuant to section 50 of this act and any other money in the college football
20 stadium tax account only for the following uses and in the following order of
21 priority:

22 (a) To pay any amounts needed to pay any principal, interest or other costs due
23 in that fiscal year in connection with any bonds or other securities issued pursuant
24 to section 52 of this act to finance or refinance the construction of the college
25 football stadium project, including, without limitation, any reserve funds created to
26 secure the payment of such bonds or other securities and any past due amounts
27 from any prior fiscal year.

28 (b) To pay the costs of capital improvements to the college football stadium
29 project and for the maintenance of the college football stadium capital projects fund
30 created pursuant to subsection 3 of section 45 of this act in an amount determined
31 by the Board of Directors.

32 **Sec. 52.** 1. The Board of Directors shall request that the Board of County
33 Commissioners issue general obligations of the County pursuant to subsection 2 if
34 the Board of Directors determines that:

35 (a) Within 24 months after the effective date of sections 39 to 52, inclusive, of
36 this act, the University has secured a commitment of private money for the college
37 football stadium project that, when combined with the revenue of the University
38 projected to be generated from the college football stadium project, results in a
39 commitment of at least \$200,000,000 for the college football stadium project;

40 (b) The proceeds of the tax imposed pursuant to subsection 1 of section 50 of
41 this act that will be pledged to the payment of the general obligations will generate
42 sufficient revenue to meet or exceed the debt service coverage ratio of 1.5 times the
43 anticipated annual debt service for each year of the term of the obligations;

44 (c) The contract for the construction of the college football stadium project is a
45 guaranteed maximum price contract with a contingency amount of 10 percent of the
46 estimated hard costs of the college football stadium project or such lesser
47 percentage as is determined to be adequate by the Board of Directors but not less
48 than 5 percent of the estimated hard costs of the project;

49 (d) The prime contractor for the construction of the college football stadium
50 project has provided adequate security to guarantee timely performance of the
51 construction of the project and liquidated damages related thereto; and

1 (e) The University has provided a financing commitment that the Board of
2 Directors finds sufficient to pay \$200,000,000 of the estimated cost of the college
3 football stadium project and is secured by any combination of the following:

4 (1) An irrevocable deposit of cash into an escrow account in a commercial
5 bank with trust powers which cannot be used for any purpose other than payment of
6 the costs of the college football stadium project until those costs have been paid in
7 full.

8 (2) Closed construction debt financing which irrevocably and
9 unconditionally allows draws for the costs of construction of the college football
10 stadium project and no other purpose until those costs have been paid in full.

11 (3) Irrevocable letters of credit, surety bonds or commitments to fund costs
12 of construction of the college football stadium project, which irrevocably and
13 unconditionally allows draws for the costs of construction of the college football
14 stadium project and no other purpose until those costs have been paid in full.

15 ➤ The obligor on any security for payment of the costs of construction described in
16 subparagraph (2) or (3) must be rated "A" or better by Standard and Poor's Rating
17 Services or "A2" or better by Moody's Investor Services, Inc., or their equivalent as
18 determined by the Board of Directors.

19 2. Except as otherwise provided in subsection 3, upon the request of the
20 Board of Directors pursuant to subsection 1, the Board of County Commissioners
21 shall issue general obligations of the County in an amount not to exceed
22 \$300,000,000. After payment of the costs of issuing the bonds and making
23 provisions for any required reserves, the proceeds of any bonds issued pursuant to
24 this subsection must be allocated to the Campus Improvement Authority to be used
25 for the college football stadium project.

26 3. The Board of County Commissioners shall not issue general obligation
27 bonds pursuant to subsection 2 unless it finds that the requirements of subsection 1
28 have been satisfied.

29 4. The securities required to be issued pursuant to this section must be issued
30 pursuant to the Local Government Securities Law, and any bonds issued pursuant
31 to this section may be refunded by the County as provided in the Local Government
32 Securities Law.

33 5. If the Board of County Commissioners issues general obligations of the
34 County pursuant to subsection 2 after the Board of Directors has made the
35 determination set forth in paragraph (b) of subsection 1:

36 (a) The bonds may be issued without complying with the requirements of NRS
37 350.011 to 350.0165, inclusive, and 350.020, pursuant to an ordinance of the Board
38 of County Commissioners as provided in the Local Government Securities Law,
39 and no other approval by a governmental entity or otherwise is required for the
40 issuance of the bonds under the laws of this State.

41 (b) The bonds are exempt from the limitation on indebtedness set forth in NRS
42 244A.059, and must not be included in the calculation of the indebtedness of the
43 County under that section, but the County shall not become indebted by the
44 issuance of general obligation indebtedness for the purposes set forth in sections 39
45 to 52, inclusive, of this act in an amount exceeding 5 percent of the total last
46 assessed valuation of taxable property of the County.

47 (c) The bonds must be treated as if the finding described in subparagraph (1) of
48 paragraph (b) of subsection 3 of NRS 361.4727 had been made by the Board of
49 County Commissioners and approved by the debt management commission of the
50 County under subparagraph (2) of paragraph (b) of subsection 3 of NRS 361.4727.

51 6. Any determination or finding by the Board of Directors or the Board of
52 County Commissioners pursuant to this section is conclusive, absent fraud.

1 **Sec. 53.** 1. There is hereby created in the County the Oversight Panel for
2 Convention Facilities. The Oversight Panel must be comprised of seven members
3 nominated pursuant to subsection 2 and appointed by the Governor pursuant to
4 subsection 3.

5 2. The Board of County Commissioners, the city council or other governing
6 body of each incorporated city in the County, the Majority Leader of the Senate, the
7 Speaker of the Assembly and the Nevada Resort Association shall each nominate
8 persons who reside in the County to be a member of the Oversight Panel and
9 submit those nominees to the Governor.

10 3. From the nominees submitted to the Governor pursuant to subsection 2, the
11 Governor shall appoint the seven members of the Oversight Panel as follows:

12 (a) Five members who are executives or directors of construction for a resort
13 hotel in the County and who have experience in managing the design, engineering,
14 cost-estimating and construction of commercial conference or convention facilities;
15 and

16 (b) Two members who have experience in the financing of capital projects in
17 this State.

18 4. Each member of the Oversight Panel must be a resident of the County, and
19 no two members of the Oversight Panel may be representatives of the same
20 company or its affiliate.

21 5. The initial term for members appointed to the Oversight Panel pursuant to
22 paragraph (a) of subsection 3 commences upon appointment and expires on June
23 30, 2018, and the initial term for members appointed to the Oversight Panel
24 pursuant to paragraph (b) of subsection 3 commences upon appointment and
25 expires on June 30, 2019. After the initial terms, the term of each member of the
26 Oversight Panel is 2 years. Members of the Oversight Panel may be reappointed.

27 6. The Governor shall appoint the Chair and Vice Chair of the Oversight
28 Panel.

29 7. The Oversight Panel shall meet at the call of the Chair as frequently as
30 necessary to perform its duties. Upon request of the Legislature, the Governor or
31 the Board of Directors of the Convention Authority, the Chair shall call a meeting
32 of the Oversight Panel.

33 8. Except as otherwise provided in this act, the Oversight Panel and its
34 officers and employees are subject to, must comply with and are entitled to all
35 rights, privileges and immunities recognized by the laws of this State applicable to
36 political subdivisions and their officers and employees, including, without
37 limitation, NRS 41.0305 to 41.039, inclusive, and chapters 239, 241, 281 and 281A
38 of NRS, but if there is a conflict between other laws of this State and the specific
39 provisions of this act, the specific provisions of this act control.

40 9. The Oversight Panel shall dissolve itself not later than the earlier of:

41 (a) Ten years after the effective date of this section; or

42 (b) The date on which the Oversight Panel determines that the project
43 described in paragraph (a) of subsection 3 of section 59 of this act is completed.

44 **Sec. 54.** The Convention Authority shall:

45 1. Provide administrative support to the Oversight Panel to ensure its ability
46 to fulfill the duties and responsibilities set forth in section 55 of this act.

47 2. Provide to the Oversight Panel all information requested by the Oversight
48 Panel.

49 3. On or before June 30 of each fiscal year ending in an even-numbered year,
50 prepare a 3-year plan for the renovation and expansion of the convention facilities
51 of the Convention Authority and a 5-year plan for the construction of such
52 convention facilities, which are being financed by the revenue described in section
53 56 of this act and the proceeds of the taxes imposed pursuant to sections 57 and 58

1 of this act, and submit such plans to the Oversight Panel for its review and
2 recommendations.

3 4. Provide to the Oversight Panel an annual progress report on the project
4 described in paragraph (a) of subsection 3 of section 59 of this act after such a
5 report has been accepted by the Board of Directors of the Convention Authority.

6 5. Request the approval of the Oversight Panel of the plan for the project
7 described in paragraph (a) of subsection 3 of section 59 of this act.

8 6. Request the approval of the Oversight Panel for the issuance of such bonds.

9 7. On or before August 31 of each fiscal year, submit to the Oversight Panel
10 for review an annual third-party audit of the use of the revenues described in
11 section 56 of this act and the proceeds of the taxes imposed pursuant to sections 57
12 and 58 of this act.

13 **Sec. 55.** 1. Not later than 30 days after the Convention Authority requests
14 approval of a plan for the project described in paragraph (a) of subsection 3 of
15 section 59 of this act and the issuance of bonds for the project, the Oversight Panel
16 shall review and approve or disapprove the plan.

17 2. Not later than 30 days after the Convention Authority requests, pursuant to
18 subsection 6 of section 54 of this act, the approval of the Oversight Panel for the
19 issuance of bonds to defray in whole or in part the cost of the project described in
20 paragraph (a) of subsection 3 of section 59 of this act, the Oversight Panel shall
21 review and approve or disapprove the issuance of such bonds.

22 3. If the Oversight Panel disapproves a request submitted pursuant to
23 subsection 1 or 2, the Board of Directors of the Convention Authority may override
24 that decision and proceed with the plan or issuance of bonds by an affirmative vote
25 of two-thirds of the voting members of the Board. If the Board does not override
26 the decision of the Oversight Panel pursuant to this subsection, the Convention
27 Authority must revise its request and resubmit the request to the Oversight Panel.

28 **Sec. 56.** 1. Pursuant to subsection 2 of NRS 244A.645, the city council or
29 other governing body of each incorporated city in the County and the Board of
30 County Commissioners shall enter into an agreement with the Convention
31 Authority which provides for the payment of a collection fee to each city and the
32 County each fiscal year and which must be consistent with any existing agreement
33 among the cities and the County. The agreement must provide for a collection fee
34 in an amount not to exceed the lesser of:

35 (a) Ten percent of the gross revenues of the license taxes which are assigned or
36 appropriated for use in connection with NRS 244A.597 to 244A.655, inclusive, and
37 collected by each city and the County; or

38 (b) A total of \$25,000,000.

39 2. Any collection fee which exceeds the amount set forth in subsection 1 and
40 which would have been paid to the collecting entity:

41 (a) Must be pledged to the payment of principal and interest on the general
42 obligation bonds or revenue bonds issued pursuant to section 61 of this act to defray
43 the cost of project described in paragraph (a) of subsection 3 of section 59 of this
44 act;

45 (b) Must be accounted for separately and used only for the purposes described in
46 paragraph (a) of subsection 3 of section 59 of this act; and

47 (c) Must not be used for any purpose set forth in section 60 of this act.

48 **Sec. 57.** 1. In addition to all other taxes imposed on the revenue from the
49 rental of transient lodging and notwithstanding any other law, the Board of
50 County Commissioners shall impose a tax of one-half of one percent of the gross
51 receipts from the rental of transient lodging in the County upon all persons in the
52 business of providing lodging. The ordinance imposing the tax must include a
53 schedule for the payment of the tax and all the matters required by NRS 244.3352

1 for the tax imposed pursuant to that section. The tax must first be imposed 90 days
2 after the effective date of this section.

3 2. Except as otherwise provided in this subsection, the tax imposed pursuant
4 to subsection 1 must be collected with and administered in the same manner as any
5 other tax imposed by the County on the gross receipts from the rental of transient
6 lodging. The tax is not subject to the collection fee set forth in subsection 2 of NRS
7 244A.645.

8 3. The tax imposed pursuant to subsection 1 must be imposed for a
9 period that ends on the earlier of:

10 (a) The date on which the notes, bonds or other securities issued pursuant
11 to section 61 of this act are fully repaid; or

12 (b) The date which is 33 years after the date on which this section becomes
13 effective.

14 4. The provisions of NRS 237.030 to 237.150, inclusive, do not apply to the
15 adoption of any ordinance enacted pursuant to this section, or any amendment
16 thereof, or to any other action of the Board of County Commissioners to implement
17 or carry out of the provisions of this section.

18 ~~4.~~ 5. As used in this section, “gross receipts from the rental of transient
19 lodging” does not include the tax imposed and collected from paying guests
20 pursuant to this section.

21 **Sec. 58.** 1. In addition to all other taxes imposed on the revenue from the
22 rental of transient lodging ~~4~~ and notwithstanding any other law, the city council
23 or other governing body of each incorporated city in the County shall impose a tax
24 of one-half of one percent of the gross receipts from the rental of transient lodging
25 in the city upon all persons in the business of providing lodging. The ordinance
26 imposing the tax must include a schedule for the payment of the tax and all the
27 matters required by NRS 268.096 for the tax imposed pursuant to that section. The
28 tax must first be imposed 90 days after the effective date of this section.

29 2. Except as otherwise provided in this subsection, the tax imposed pursuant
30 to subsection 1 must be collected with and administered in the same manner as any
31 other tax imposed by the incorporated city on the gross receipts from the rental of
32 transient lodging. The tax is not subject to the collection fee set forth in subsection
33 2 of NRS 244A.645.

34 3. The tax imposed pursuant to subsection 1 must be imposed for a
35 period that ends on the earlier of:

36 (a) The date on which the notes, bonds or other securities issued pursuant
37 to section 61 of this act are fully repaid; or

38 (b) The date which is 33 years after the date on which this section becomes
39 effective.

40 4. The provisions of NRS 237.030 to 237.150, inclusive, do not apply to the
41 adoption of any ordinance enacted pursuant to this section, or any amendment
42 thereof, or to any other action of a city council or other governing body of an
43 incorporated city to implement or carry out of the provisions of this section.

44 ~~4.~~ 5. As used in this section, “gross receipts from the rental of transient
45 lodging” does not include the tax imposed and collected from paying guests
46 pursuant to this section.

47 **Sec. 59.** The proceeds of the taxes imposed pursuant to sections 57 and 58 of
48 this act must be:

49 1. Distributed to the Convention Authority;

50 2. Pledged to the payment of general obligation bonds or revenue bonds
51 issued pursuant to section 61 of this act to defray the cost of the project described in
52 paragraph (a) of subsection 3; and

53 3. Accounted for separately and used only to pay:

1 (a) The costs of a project to expand the Las Vegas Convention Center with the
2 addition of not less than 600,000 square feet of leasable exhibition space, plus
3 associated support space, and to further expand, construct, improve, maintain and
4 renovate the facilities of the Convention Authority; and

5 (b) The principal and interest on notes, bonds or other securities issued
6 pursuant to section 61 of this act to defray the cost of the project described in
7 paragraph (a).

8 **Sec. 60.** The proceeds of the taxes imposed pursuant to sections 57 and 58 of
9 this act may not be used:

10 1. As additional security for the payment of, or to redeem, any general
11 obligations bonds issued pursuant to NRS 244A.597 to 244A.655, inclusive, before
12 the effective date of sections 53 to ~~61.5~~ 61.7, inclusive, of this act;

13 2. To defray the costs of collecting or administering the tax incurred by the
14 Convention Authority;

15 3. To pay the costs of operating the Convention Authority or any facilities of
16 the Authority;

17 4. To pay the costs of any general repair and maintenance on recreational
18 facilities that would otherwise be paid from the general fund of the Convention
19 Authority;

20 5. To improve and expand recreational facilities other than those authorized
21 by paragraph (a) of subsection 3 of section 59 of this act;

22 6. To construct, purchase or acquire recreational facilities other than those
23 authorized in paragraph (a) of subsection 3 of section 59 of this act; or

24 7. For any other purpose inconsistent with the provisions of section 59 of this
25 act.

26 **Sec. 61.** 1. In addition to the purposes set forth in subsection 1 of NRS
27 244A.637, to pay the cost to expand, construct, improve, maintain and renovate the
28 Las Vegas Convention Center and other facilities of the Convention Authority, or
29 for any combination thereof, the Convention Authority, at any time or from time to
30 time may, in the name of and on behalf of the County, issue general obligations
31 bonds or revenue bonds as described in paragraphs (a) and (b) of subsection 1 of
32 NRS 244A.637.

33 2. If the Convention Authority, in the name of and on behalf of the County,
34 issues general obligations after the Board of Directors of the Convention Authority
35 has determined that the proceeds of the taxes imposed pursuant to sections 57 and
36 58 of this act that will be pledged to the payment of the general obligations will
37 generate sufficient revenue to meet or exceed a debt service coverage ratio of 1.5
38 times the anticipated annual debt service for each of the terms of the obligations,
39 the general obligations:

40 (a) Must be issued pursuant to an ordinance of the Board of County
41 Commissioners as provided in the Local Government Securities Law, and no other
42 approval by a governmental entity or otherwise is required for the issuance of the
43 general obligations under the laws of this State. The issuance of the general
44 obligations is not subject to the requirements of NRS 350.011 to 350.0165,
45 inclusive, and 350.020.

46 (b) Are exempt from the limitation on indebtedness set forth in NRS
47 244A.059, and must not be included in the calculation of the indebtedness of the
48 County under that section, but the County shall not become indebted by the
49 issuance of general obligation indebtedness for the purposes set forth in sections 53
50 to ~~61.5~~ 61.7, inclusive, of this act in an amount exceeding 5 percent of the total
51 last assessed valuation of taxable property of the County.

52 (c) Must be treated as if the finding described in subparagraph (1) of paragraph
53 (b) of subsection 3 of NRS 361.4727 has been made by the Board of County

1 Commissioners and approved by the debt management commission of the County
2 pursuant to subparagraph (2) of paragraph (b) of subsection 3 of NRS 361.4727.

3 3. Any determination or finding by the Board of Directors of the Convention
4 Authority or the Board of County Commissioners pursuant to this section is
5 conclusive, absent fraud.

6 **Sec. 61.5.** 1. Except as otherwise provided in subsection 8, any contract or
7 other agreement entered into by ~~the general contractor selected by the Convention~~
8 ~~Authority or by~~ any prime contractor, construction manager or project manager
9 selected by the Convention Authority for the project described in paragraph (a) of
10 subsection 3 of section 59 of this act must include a provision requiring ~~the general~~
11 ~~contractor to subcontract~~ that at least 15 percent of the project must be
12 subcontracted to small local businesses.

13 2. A business shall be deemed to be a small local business for the purposes of
14 this section if:

15 (a) The business is financially and operationally independent from any other
16 business;

17 (b) The business is not temporary and has operated for at least 4 years before
18 entering into the contract or agreement;

19 (c) The business maintains its principal place of business in a fixed location
20 within this State;

21 (d) The business has obtained all necessary licenses and registrations within
22 the State of Nevada; and

23 (e) The ~~gross earnings~~ annual revenues of the business for each of the
24 immediately preceding 3 fiscal years has not exceeded:

25 (1) For public works projects, \$20,000,000;

26 (2) For any other construction projects, \$10,000,000;

27 (3) For any goods, materials, equipment and general services contracts,
28 \$10,000,000;

29 (4) For professional services including, without limitation, architectural
30 and engineering services, \$2,500,000; and

31 (5) For trucking services, \$3,500,000.

32 3. A ~~general~~ contractor that subcontracts work to a small local business
33 pursuant to a contract or other agreement described in subsection 1 shall allow
34 ~~such a~~ the small local business to be covered by any bond or insurance of the
35 ~~general~~ contractor and may require the subcontractor to pay a proportionate share
36 of the cost for such coverage by the bond or insurance.

37 4. A small local business to which work is subcontracted by a ~~general~~
38 contractor pursuant to a contract or other agreement described in subsection 1
39 must ensure that its employees are hired in a manner that does not discriminate
40 against any person on any basis prohibited by law. Such a contractor that
41 subcontracts such work shall not impose any requirements on the small local
42 business relating to the employees selected by the small local business to perform
43 the subcontracted work.

44 5. A ~~general~~ contractor that subcontracts work to a small local business
45 pursuant to a contract or other agreement described in subsection 1 shall provide
46 a mentorship program to assist the small local business to develop skills necessary
47 to carry out the work that is subcontracted.

48 6. A ~~general~~ prime contractor, construction manager or project
49 manager and each contractor that subcontracts work to a small local business
50 pursuant to a contract or other agreement described in subsection 1 shall submit
51 information to the Oversight Panel verifying that the ~~general~~ prime contractor,
52 construction manager, project manager or contractor has complied with the
53 provisions of this section, and shall maintain all records, including, without

1 limitation, any information required by the Oversight Panel, to ensure compliance
2 with this section for not less than 5 years after the expiration of the subcontract.
3 Such records must be made available for inspection to the Oversight Panel upon
4 request.

5 7. Unless the requirements of subsection 1 are waived by the Convention
6 Authority pursuant to subsection 8, the failure of a ~~general~~ **prime contractor,**
7 **construction manager or project manager** to ~~subcontract the amount of work~~
8 ~~required pursuant to~~ **comply with the requirements of** subsection 1 shall be
9 deemed a material breach of contract.

10 8. The Convention Authority may waive the requirements of subsection 1 if a
11 ~~general~~ **prime contractor, construction manager or project manager** presents
12 proof satisfactory to the Convention Authority that there is an insufficient number
13 of small local businesses available and qualified to subcontract for the work to be
14 performed. **Such proof must include, without limitation, evidence that:**

15 **(a) Reasonable efforts were made to notify small local businesses of the**
16 **availability of work to be performed under a contract or other agreement**
17 **described in subsection 1, which must include evidence of public advertisement**
18 **calling for bids for a period of not less than 20 days before the date on which**
19 **such bids must be submitted; and**

20 **(b) In considering the availability and qualifications of a small local**
21 **business to perform work under a contract or other agreement described in**
22 **subsection 1, a contractor reasonably considered the work experience, safety**
23 **history and financial stability of the small local business.**

24 **Sec. 61.7. 1. On the earlier of the date that is 4 years before the date on**
25 **which the notes, bonds or other securities issued pursuant to section 61 of this**
26 **act will be fully repaid or the date that is 30 years after the passage and**
27 **approval of this act, the Governor shall create and appoint the members of an**
28 **advisory committee to study whether it is necessary, appropriate or desirable**
29 **for the promotion of tourism or for the construction, renovation or operation**
30 **of tourism facilities in the County that the taxes imposed pursuant to sections**
31 **57 and 58 of this act be imposed after the dates described in subsection 3 of**
32 **section 57 of this act and subsection 3 of section 58 of this act, respectively.**

33 **2. The advisory committee created by the Governor pursuant to**
34 **subsection 1 shall report its findings and recommendations to the next regular**
35 **session of the Legislature that commences at least 18 months after the date on**
36 **which the advisory committee is created.**

37 **Sec. 62. 1. This section and sections 1 to 38, inclusive, and 53 to ~~61.5,~~**
38 **61.7, inclusive, of this act become effective upon passage and approval.**

39 **2. Sections 21 to 37, inclusive, of this act expire by limitation on the date on**
40 **which the tax imposed pursuant to subsection 1 of section 50 of this act is first**
41 **imposed, as specified in the ordinance adopted by the Board of County**
42 **Commissioners of Clark County pursuant to section 50 of this act.**

43 **3. Sections 39 to 52, inclusive, of this act ~~become~~ :**

44 **(a) Become** effective on the date on which the President of the University of
45 Nevada, Las Vegas, provides notice to the Governor, the Director of the Legislative
46 Counsel Bureau and the Board of County Commissioners of Clark County pursuant
47 to subsection 1 of section 38 of this act that he or she intends to undertake a college
48 football stadium project, as defined in section 8 of this act, only if the President of
49 the University provides such notice within 90 calendar days after receipt of notice
50 of the vote of the Board of Directors of the Stadium Authority created by section 21
51 of this act to dissolve the Stadium Authority and wind down its affairs pursuant to
52 subsection 2 of section 37 of this act.

1 (b) Expire by limitation on the date on which the County Treasurer of
2 Clark County certifies to the Board of County Commissioners of Clark
3 County that the President of the University of Nevada, Las Vegas, has not
4 secured the commitment of money for the college football stadium project
5 described in subsection 4 of section 38 of this act within the 24-month period
6 prescribed by that subsection.