

REQUIRES TWO-THIRDS MAJORITY VOTE

(§§ 33, 50, 57, 58)

(Reprinted with amendments adopted on October 11, 2016)

FIRST REPRINT

S.B. 1

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.



* S B 1 R 1 *

Legislative Counsel's Digest:

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

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

38 **Section 29** of this bill requires the Stadium Authority to negotiate and enter
39 into a development agreement for the development and construction of the National
40 Football League stadium project and a lease agreement for the operation of the
41 project if the Board of Directors makes certain determinations relating to the
42 location or relocation of a National Football League team within the stadium
43 district and the selection of partners for the development, construction and
44 operation of the project. **Section 29** requires certain provisions relating to the
45 construction, financing and operation of the National Football League stadium
46 project to be included in the development agreement and the lease agreement.
47 **Section 35** of this bill sets forth additional provisions which must be included in the
48 development agreement and lease agreement, including, without limitation, the
49 maximum financial contribution of the Stadium Authority to the development and
50 construction of the National Football League stadium project. **Section 29.5** of this
51 bill requires, as part of the development and operation of the National Football
52 League stadium project, the development of a community benefits plan and the
53 creation of a stadium community oversight committee to carry out the community
54 benefits plan. **Section 30** of this bill provides for the confidentiality of certain



55 information provided to the Stadium Authority under certain circumstances.
56 **Section 31** of this bill generally exempts the National Football League stadium
57 project from laws requiring competitive bidding or specifying procedures for the
58 procurement of goods or services, and from the statutory provisions governing
59 public works projects, except that the pertinent construction contracts must comply
60 with the statutory prevailing wage provisions and, if the Stadium Authority
61 determines a subcontract can be competitively bid without affecting the quality of
62 the project, must be competitively bid. Additionally, **section 31.5** of this bill
63 requires that any contract or agreement entered into by a general contractor for the
64 construction of the National Football League stadium project must include
65 provisions requiring that 15 percent of the subcontracts for the project must be with
66 small local businesses.

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

74 **Section 33** of this bill requires the Board of County Commissioners of Clark
75 County to impose a tax on persons in the business of providing lodging in the
76 stadium district at the rate of: (1) eighty-eight one-hundredths of one percent of the
77 gross receipts from the rental of transient lodging located in the primary gaming
78 corridor in the stadium district; and (2) one-half of one percent of the gross receipts
79 from the rental of transient lodging in all other areas of the stadium district. **Section**
80 **34** of this bill sets forth the purposes for which the County and the Stadium
81 Authority must use the proceeds of the tax. **Section 36** of this bill requires the
82 Board of County Commissioners of Clark County to issue general obligations of
83 the County in an amount not to exceed \$750,000,000 if certain conditions are
84 satisfied and prescribes the procedure for the issuance of those general obligations.
85 **Section 36** also requires the proceeds from the issuance of the general obligations
86 to be distributed to the Stadium Authority and used for certain purposes related to
87 the National Football League stadium project.

88 If a National Football League team does not commit to locate or relocate to the
89 stadium district within a certain period of time or if certain other conditions are not
90 satisfied, **section 38** of this bill authorizes the President of the University of
91 Nevada, Las Vegas, to pursue a college football stadium project. If such an election
92 is made, **sections 39-52** of this bill establish a method to finance the acquisition,
93 construction, lease, improvement, equipping, operation and maintenance of the
94 college football stadium project. **Section 39** of this bill creates a stadium district
95 and a Campus Improvement Authority to carry out the provisions of **sections 39-52**
96 of this bill governing such a college football stadium project. **Sections 40 and 41** of
97 this bill set forth the qualifications and the procedure for the appointment of the
98 members of the Board of Directors of the Campus Improvement Authority.
99 **Sections 42-46** of this bill prescribe the general powers of the Board of Directors of
100 the Campus Improvement Authority, which include, without limitation, the
101 authority to construct and operate a college football stadium project in the stadium
102 district. Additionally, **section 48.5** of this bill requires that any contract or
103 agreement entered into by a general contractor for the construction of the college
104 football stadium project must include provisions requiring that 15 percent of the
105 subcontracts for the project must be with small local businesses. **Section 50** of this
106 bill provides that if a college football stadium project is pursued, the Board of
107 County Commissioners of Clark County must reduce the tax on persons engaged in
108 the business of providing lodging in the stadium district imposed for the National
109 Football League stadium project to a rate of: (1) three-eighths of one percent in the



110 primary gaming corridor in the stadium district; and (2) one-quarter of one percent
111 in all other areas of the stadium district. **Section 51** of this bill sets forth the
112 purposes for which the Campus Improvement Authority may use the proceeds of
113 the tax. **Section 52** of this bill requires the Board of County Commissioners of
114 Clark County to issue general obligations of the County in an amount not to exceed
115 \$300,000,000 if certain conditions are satisfied, including, without limitation, a
116 condition requiring the University to raise \$200,000,000 for the cost of construction
117 of a college football stadium. **Section 52** also requires the proceeds of these general
118 obligations to be distributed to the Campus Improvement Authority and used for
119 certain purposes related to the college football stadium project.

120 **Sections 53-61.5** of this bill establish a method to finance the renovation or
121 expansion of the Las Vegas Convention Center. **Section 53** creates in Clark County
122 an Oversight Panel for Convention Facilities and prescribes the composition of the
123 Oversight Panel. **Section 54** requires the Las Vegas Convention and Visitors
124 Authority to provide certain information to the Oversight Panel and to request the
125 Oversight Panel's approval of the plan for the renovation and expansion of the
126 Convention Center and the issuance of bonds to finance that project. **Section 55**
127 sets forth the procedures for the Oversight Panel's review and approval or
128 disapproval of these requests. **Section 56** revises provisions governing the
129 collection fee retained from the proceeds of the transient lodging tax by Clark
130 County and each incorporated city in the County to provide that: (1) the sum of the
131 collection fees retained by the county and the cities must not exceed a total of 10
132 percent of the proceeds of the tax or \$25,000,000, whichever is less; and (2) any
133 collection fee in excess of a total of \$25,000,000 must be used solely for the
134 renovation or expansion of the Convention Center and to pay the principal and
135 interest on securities issued to defray the costs of such a project. Under **sections 57**
136 **and 58**, the Board of County Commissioners of Clark County and the city council
137 or other governing body of each incorporated city in the County must impose a tax
138 upon persons engaged in the business of providing lodging at a rate of one-half of
139 one percent on the gross receipts from the rental of transient lodging in the county
140 or city, as applicable. **Sections 59 and 60** require the proceeds of these taxes to be
141 distributed to the Las Vegas Convention and Visitors Authority to be used solely
142 for the expansion of the Convention Center and to pay the principal and interest on
143 securities issued to fund the costs of such a project. **Section 61** prescribes the
144 procedure for the issuance of general obligations, in the name of and on behalf of
145 Clark County, to defray the costs of the renovation or expansion of the Convention
146 Center. Additionally, **section 61.5** of this bill requires that any contract or
147 agreement entered into by a general contractor for the construction of the
148 renovation and expansion of the Convention Center must include provisions
149 requiring that 15 percent of the subcontracts for the project must be with small local
150 businesses. Under **section 38** of this bill, if certain conditions for the construction
151 of the National Football League stadium project and certain conditions for the
152 college football stadium project are not satisfied, the proceeds of the tax imposed to
153 finance those projects must be transferred to the Convention Authority and used
154 to pay the costs to renovate or expand the Las Vegas Convention Center pursuant to
155 **sections 53-61.5** of this bill or the principal and interest on bonds or other securities
156 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
2 Tourism Improvements Act.

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

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

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

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

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

25 2. The Legislature hereby finds that:

26 (a) Because the Las Vegas area is the most visited and
27 economically significant tourism market within this State, the
28 tourism industry within the Las Vegas area is critically important to
29 the economy of that local area and this State, and the continued
30 growth and success of the tourism industry within the Las Vegas
31 area is particularly vital to the general welfare and prosperity of that
32 local area and this State.

33 (b) A significant part of the continued growth and success of the
34 tourism industry within the Las Vegas area depends upon the unique
35 attractiveness, excitement, atmosphere and vitality of the Las Vegas
36 Strip and the development of new, innovative and diversified
37 facilities, venues and forms of entertainment within the Las Vegas
38 area to ensure that the area may:

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



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

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

7 3. The Legislature hereby finds that:

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

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

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

29 4. The Legislature hereby finds that:

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

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

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



1 (b) Because the Las Vegas area, including the Las Vegas Strip,
2 is the largest tourism market in this State and because the Las Vegas
3 area, including the Las Vegas Strip, is world famous, unique and
4 incomparably distinctive, the Las Vegas area is the only area in this
5 State that:

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

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

15 5. The Legislature hereby declares that:

16 (a) Because the Las Vegas area is the only area in this State that
17 is appropriate and suitable for the development of such large-scale
18 and one-of-a-kind convention, entertainment and sports venues and
19 facilities and has all the necessary local and special attributes,
20 conditions and resources that are essential to support such venues
21 and facilities, it is necessary to enact a law of local and special
22 application to promote, develop and secure the advantages of the
23 local and special characteristics and circumstances within the Las
24 Vegas area, which are found nowhere else within this State, and to
25 benefit the residents of that local and special area.

26 (b) Therefore, given that a law of local and special application is
27 necessary to promote, develop and secure the advantages of the
28 local and special characteristics and circumstances within the Las
29 Vegas area, which are found nowhere else within this State, and
30 given that such a law is necessary to benefit the residents of that
31 local and special area, a general law cannot be made applicable to
32 the purposes, objects, powers, rights, privileges, immunities,
33 liabilities, duties and disabilities set forth in this act.

34 **Sec. 3.** Except as otherwise provided in this act or unless the
35 context otherwise requires, the terms used or referred to in this act
36 have the meanings ascribed to them in the Local Government
37 Securities Law, but the definitions set forth in sections 4 to 20,
38 inclusive, of this act, unless the context otherwise requires, govern
39 the construction of this act.

40 **Sec. 4.** "Board of County Commissioners" means the Board of
41 County Commissioners of Clark County.

42 **Sec. 5.** "Board of Directors":

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



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

4 **Sec. 6.** “Board of Regents” means the Board of Regents of the
5 University of Nevada.

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

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

15 **Sec. 9.** “Convention Authority” means the fair and recreation
16 board of the County, designated by resolution pursuant to NRS
17 244.654 as the Las Vegas Convention and Visitors Authority.

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

19 **Sec. 11.** “Developer partner” means a person who provides
20 money to pay the costs of the acquisition, construction, leasing,
21 improvement, equipping, operation or maintenance, or any
22 combination thereof, of the National Football League stadium
23 project or the cost of any capital improvements to the National
24 Football League stadium project.

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

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

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

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

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



1 **Sec. 17.** “Stadium district”:

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

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

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

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

13 2. A developer partner or its affiliate; or

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

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

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

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

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

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

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

29 3. The Stadium Authority constitutes:

30 (a) A body corporate and politic; and

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

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

35 5. Except as otherwise provided in this act, the Stadium
36 Authority and its officers and employees are subject to, must
37 comply with and are entitled to all rights, privileges and immunities
38 recognized by the laws of this State applicable to political
39 subdivisions and their officers and employees, including, without
40 limitation, NRS 41.0305 to 41.039, inclusive, and chapters 239, 241,
41 281 and 281A of NRS, but if there is a conflict between other laws
42 of this State and the specific provisions of this act, the specific
43 provisions of this act control.

44 **Sec. 22.** 1. The Stadium Authority must be governed by a
45 Board of Directors consisting of the County Treasurer, who is a



1 nonvoting, ex officio member of the Board, and seven members to
2 be appointed as follows:

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

5 (b) Two members appointed by the Board of County
6 Commissioners, at least one of which must be appointed in the
7 manner set forth in subsection 2.

8 (c) Two members representing the public elected by the
9 members appointed pursuant to paragraphs (a) and (b). In electing
10 members pursuant to this paragraph, the members appointed
11 pursuant to paragraphs (a) and (b) shall consider the
12 recommendations of:

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

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

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

18 (2) The person or persons who have:

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

23 (II) Entered into such a lease.

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



1 that association. For purposes of this subsection, “affiliate” includes
2 any company in which a nominating company owns fifty percent or
3 more of the ownership interests.

4 3. Each member of the Board of Directors must reside within
5 the stadium district and must:

6 (a) Have experience in the design, engineering and construction
7 of major commercial projects and estimating the costs of the
8 construction of major commercial projects;

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

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

13 (d) Have experience in workforce development, training,
14 diversity or supplier engagement; or

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

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

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

23 (a) Dies or resigns; or

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

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

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

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

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

36 (a) The Governor shall appoint:

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

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

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



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

5 (2) One member of the Board of Directors pursuant to
6 paragraph (b) of subsection 1 of section 22 of this act to an initial
7 term that commences on the date of the appointment, and expires on
8 December 31, 2019.

9 2. Not later than 90 days after the organizational meeting held
10 pursuant to subsection 2 of section 24 of this act, the members of the
11 Board of Directors appointed pursuant to paragraphs (a) and (b) of
12 subsection 1 shall elect:

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

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

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

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

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

31 (a) One of its members as Vice Chair; and

32 (b) A Secretary, who may be a member of the Board.

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

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

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

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



1 (b) The Board of Directors may take action only by a motion or
2 resolution adopted with the approval of at least four members of the
3 Board.

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

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

8 (a) Audio recordings or transcripts of all meetings of the Board;

9 (b) Minutes of all the meetings of the Board;

10 (c) A record of all the proceedings and actions of the Board;

11 (d) A copy of any certificates issued or received by the Board;

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

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

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

18 3. The Secretary of the Board of Directors does not constitute a
19 part of the staff of the Stadium Authority for the purposes of section
20 26 of this act.

21 4. The Board of Directors may direct the staff of the Stadium
22 Authority to provide the services necessary for the Secretary of the
23 Board and the Treasurer of the Stadium Authority to perform the
24 duties set forth in this section.

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

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

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

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

33 2. The Board of Directors shall determine:

34 (a) The powers and duties of the members of the staff of the
35 Authority; and

36 (b) The amount and basis of compensation for the members of
37 the staff of the Authority.

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

39 1. May adopt a seal;

40 2. May adopt, and from time to time amend or repeal, as it
41 determines to be necessary or desirable, appropriate bylaws, rules
42 and regulations, not inconsistent with the provisions of sections 21
43 to 37, inclusive, of this act for carrying out the business and affairs
44 of the Stadium Authority; and



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

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

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

9 2. Sue and be sued.

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

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

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

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

26 7. Consider and approve or disapprove:

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

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

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

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

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



1 (b) Within 12 months after the effective date of sections 21 to
2 37, inclusive, of this act or, if the Board determines that an
3 extension of this period is necessary or desirable, within 18 months
4 after that effective date, finds that the National Football League
5 team has committed to locate or relocate within the stadium district;

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

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

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

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

16 (4) Provided to the Board adequate financial security for the
17 performance of the financial obligations of a developer partner for
18 the development and construction of the National Football League
19 stadium project; and

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

22 2. A development agreement for the National Football League
23 stadium project entered into by the Stadium Authority with a
24 developer partner selected by the Board of Directors pursuant to
25 paragraph (c) of subsection 1 must require the location, design, fit
26 and finish of the National Football League stadium project to be
27 consistent with first-class, premier National Football League
28 facilities currently in operation or approved for construction by the
29 National Football League and:

30 (a) Identify the site of the project;

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

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

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

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

43 (f) State that any and all development and construction cost
44 overruns for the development and construction of the project must
45 be the sole responsibility of the developer partner, except that any



1 cost overrun must not be the responsibility of the developer partner
2 if the cost overrun is caused by a change in development or
3 construction mandated by the Stadium Authority after the execution
4 of the development agreement, other than a change in development
5 or construction after the execution of the development agreement
6 that is required to comply with a building code, including, without
7 limitation, a change relating to building safety;

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

10 (h) Provide for an adequate contribution by the developer
11 partner for the construction or improvement of any infrastructure off
12 the site of the project that is determined to be necessary for the
13 project by the Department of Transportation, the County or any
14 municipality in which the project is located;

15 (i) Require that the developer partner ensure that no action or
16 inaction by the developer partner, or any person hired or retained by
17 the developer partner to act on behalf of the developer partner, in the
18 development or construction of the project results in a lien against
19 the project that is not cured by the developer partner within a
20 customary amount of time using commercially reasonable efforts,
21 which must be determined in accordance with the laws of this State
22 and must be such time and efforts as are approved by the Board of
23 Directors;

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

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

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

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

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

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

44 (d) Establish a minimum standard for the maintenance of, and
45 capital reinvestment in, the project to ensure that the design and



1 development standards set forth in sections 21 to 37, inclusive, of
2 this act are maintained or enhanced throughout the term of the lease
3 agreement;

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

7 (f) State that the Stadium Events Company and the developer
8 partner are liable jointly and severally for the operating losses of the
9 project or the Stadium Events Company;

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

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

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

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

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

27 (III) Be mutually agreed upon by the University and the
28 Stadium Events Company; and

29 (IV) Be approved by the Stadium Authority;

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

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



1 (h) Establish a reasonable rent to paid by the University for the
2 use of the project for the regular and postseason home games of its
3 football team;

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

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

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

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

22 (k) Require an annual audit of the Stadium Events Company by
23 an independent certified public accountant in this State who does
24 not provide any similar or related services to a developer partner or
25 the National Football League team, or any affiliate, subsidiary,
26 principal or related party of a developer partner or the National
27 Football League team, and who is selected by the mutual agreement
28 of the Stadium Authority and the Stadium Events Company;

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

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

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

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

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



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

4 **Sec. 29.5.** 1. The developer partner and the Stadium Events
5 Company shall develop a community benefits plan to ensure the
6 greatest possible participation by all segments of the local
7 community in the economic opportunities available in connection
8 with the design, construction and operation of the National Football
9 League stadium project developed by the developer partner and
10 operated by the Stadium Events Company.

11 2. A stadium community oversight committee must be created
12 to carry out the community benefits plan developed pursuant to
13 subsection 1. The stadium community oversight committee is
14 hereby authorized to enforce the provisions of the community
15 benefits plan which it was created to carry out.

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

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

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

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

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

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

36 (c) The documentation to support the request submitted by the
37 requesting entity; and

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

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

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

45 (b) Are not a public record; and



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

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

6 **Sec. 31.** 1. Except as otherwise provided in sections 21 to
7 37, inclusive, of this act and notwithstanding any other provision of
8 law to the contrary:

9 (a) Any contract, lease, sublease, lease-purchase agreement,
10 management agreement or other agreement entered into pursuant to
11 sections 21 to 37, inclusive, of this act by the Stadium Authority, a
12 developer partner or any related entity relating to the National
13 Football League stadium project financed in whole or in part
14 pursuant to sections 21 to 37, inclusive, of this act, and any contract,
15 lease, sublease, lease-purchase agreement, management agreement
16 or other agreement that provides for the design, acquisition,
17 construction, improvement, repair, demolition, reconstruction,
18 equipment, financing, promotion, leasing, subleasing, management,
19 operation or maintenance, or any combination thereof, of the
20 National Football League stadium project or any portion thereof, or
21 the provision of materials or services for the project are exempt
22 from any law:

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

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

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

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

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

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

44 (2) Any person or entity that executes one or more contracts
45 or agreements for the actual construction, alteration, repair or



1 remodeling of the project shall include in such a contract or
2 agreement the contractual provisions and stipulations that are
3 required to be included in a contract for a public work pursuant to
4 the provisions of NRS 338.013 to 338.090, inclusive; and

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

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

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

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

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

29 3. Any determination by the Stadium Authority regarding the
30 establishment of one or more procedures for competitive bidding,
31 and any determination by a developer partner or its prime
32 contractor, construction manager or project manager regarding the
33 award of a contract to any bidder, is conclusive in the absence of
34 fraud or a gross abuse of discretion.

35 **Sec. 31.5.** 1. In addition to any other requirements set forth
36 in sections 21 to 37, inclusive, of this act, and except as otherwise
37 provided in subsection 8, a development agreement entered into
38 pursuant to section 29 of this act, a lease agreement entered into
39 pursuant to that section, or a combined development agreement and
40 lease agreement entered into pursuant to that section and any other
41 agreement of any kind entered into by the Stadium Authority with a
42 developer partner, must include provisions which require that any
43 contract or other agreement entered into by a general contractor
44 selected by the Stadium Authority or a developer partner for the
45 construction of the National Football League stadium project must



1 include a provision requiring the general contractor to subcontract at
2 least 15 percent of the National Football League stadium project to
3 small local businesses.

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

6 (a) The business is financially and operationally independent
7 from any other business;

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

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

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

14 (e) The gross earnings of the business for each of the
15 immediately preceding 3 fiscal years has not exceeded:

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

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

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

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

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

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

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

35 5. A general contractor that subcontracts work to a small local
36 business pursuant to subsection 1 shall provide a mentorship
37 program to assist the small local business to develop the skills
38 necessary to carry out the work that is subcontracted.

39 6. A general contractor that subcontracts work to a small local
40 business pursuant to subsection 1 shall submit information to the
41 Stadium Authority verifying that the general contractor has
42 complied with the provisions of this section, and shall maintain all
43 records, including, without limitation, any information required by
44 the Stadium Authority, to ensure compliance with this section for
45 not less than 5 years after the expiration of the subcontract. Such



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1 records must be made available for inspection to the Stadium
2 Authority upon request.

3 7. Unless the requirements of subsection 1 are waived by the
4 Stadium Authority pursuant to subsection 8, the failure of a general
5 contractor to subcontract the amount of work required pursuant to
6 subsection 1 shall be deemed a material breach of contract.

7 8. The Stadium Authority may waive the requirements of
8 subsection 1 if a general contractor presents proof satisfactory to the
9 Stadium Authority that there is an insufficient number of small local
10 businesses available and qualified to subcontract for the work to be
11 performed.

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

18 2. The Stadium Authority may not grant any other person the
19 right to enter into such agreements, but it may in the development
20 agreement entered into pursuant to subsection 2 of section 29 of this
21 act or a combined development and lease agreement entered into
22 pursuant to subsection 4 of section 29 of this act, agree that any
23 agreements regarding personal seat licenses or similar instruments
24 will be made only in consultation with the developer partner or, if
25 applicable, the Stadium Events Company and the National Football
26 League team. Such personal seat licenses or similar instruments may
27 contain priority purchase rights to ticketed events in the National
28 Football League stadium project, including the home games of the
29 National Football League team.

30 3. Proceeds from the sale of personal seat licenses or similar
31 instruments must be collected by or on behalf of the Stadium
32 Authority for the benefit of the National Football League stadium
33 project and are a payment by purchasers to the owner of the
34 National Football League stadium project for special rights of access
35 to events at the National Football League stadium project.

36 4. Personal seat licenses or similar instruments representing
37 rights to seats, which are not in an enclosed suite, must not include
38 rights for use of the seat at any event that is a college football game
39 involving the University, unless the System has entered into an
40 agreement with the Stadium Authority allowing those licenses or
41 similar instruments to include those home games. Notwithstanding
42 the above provisions of this section, the System is entitled to the
43 revenue from the sale, license or transfer of personal seat licenses or
44 similar instruments, which are not for seats in an enclosed suite, in



1 an amount that represents the right to seats at football games
2 involving the University.

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

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

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

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

25 (d) May allow for an action for specific performance against the
26 Stadium Authority.

27 **Sec. 33.** 1. The Board of County Commissioners shall by
28 ordinance impose upon all persons in the business of providing
29 lodging in the stadium district a tax at the rate of:

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

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

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

41 3. The tax imposed pursuant to subsection 1:

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



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

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

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

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

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

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

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



1 within the primary gaming corridor is deemed to be wholly within
2 the primary gaming corridor. The decision of the Board of County
3 Commissioners establishing the boundaries, and any amendment
4 thereof, is conclusive, absent fraud.

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

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

19 8. As used in this section:

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

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

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

36 2. Except as otherwise provided in subsection 3, before the
37 issuance of bonds or other securities pursuant to section 36 of this
38 act, the Stadium Authority shall use the proceeds of the tax imposed
39 pursuant to section 33 of this act and any applicable penalty or
40 interest only for one or more of the following purposes:

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



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

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

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

15 (a) The costs are costs described in paragraph (c) of subsection
16 2; or

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

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

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

27 (b) From the proceeds remaining after the payments required by
28 paragraph (a), to supplement the cost of operating and maintaining
29 the National Football League stadium project if the Board of
30 Directors determines such payments are necessary because the
31 Stadium Events Company has failed to perform or breached the
32 lease agreement entered into pursuant to subsection 3 of section 29
33 of this act or a combined development and lease agreement entered
34 into pursuant to subsection 4 of section 29 of this act.

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

41 (d) From the proceeds remaining after the payments required by
42 paragraphs (a), (b) and (c), to make payments to the University each
43 fiscal year for a period of not more than 10 fiscal years commencing
44 in the first fiscal year in which the National Football League
45 stadium project is open to the public and Sam Boyd Stadium ceases



1 operations, in an amount that the Board of Directors determines is
2 necessary to compensate the University for the loss of net income as
3 a result of the operation of the National Football League stadium
4 project, as demonstrated by the University, but not to exceed
5 \$3,500,000 each fiscal year. In determining the amount of the loss
6 of net income pursuant to this paragraph, the Board of Directors
7 shall:

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

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

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

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

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

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

37 (f) From the proceeds remaining after the payments required by
38 paragraphs (a) to (e), inclusive, to make payments to a fund to
39 provide early debt retirement, a fund to make capital improvements
40 to the National Football League stadium project in an amount
41 determined by the Stadium Authority and to a fund to pay for any
42 infrastructure required on or around the project, except that no
43 payment pursuant to this paragraph may violate any covenant made
44 in connection with bonds or other securities issued pursuant to
45 section 36 of this act and, if any payment would violate such a



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1 covenant, the amount of the payment must be used for such purpose
2 as specified in the ordinance or other instrument under which the
3 bond or other security is issued.

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

- 8 (a) To pay the operating expenses of the Authority;
- 9 (b) To pay for capital improvements to the National Football
10 League stadium project.

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

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

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

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

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

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

43 **Sec. 35.** 1. In addition to the requirements set forth in section
44 29 of this act, a development agreement entered into pursuant to that
45 section, a lease agreement entered into pursuant to that section, or a



1 combined development agreement and lease agreement entered into
2 pursuant to subsection 4 of section 29 of this act and any other
3 agreement of any kind entered into by the Stadium Authority with a
4 developer partner, the Stadium Events Company or the National
5 Football League team, or any affiliate, subsidiary or entity related to
6 such a person, must provide that:

7 (a) The contribution of the Stadium Authority to the costs of
8 construction of the National Football League stadium project,
9 excluding debt service on the bonds or other securities issued
10 pursuant to section 36 of this act and the proceeds from the sale,
11 transfer or license of personal seat licenses, stadium builder's
12 licenses or other similar instruments pursuant to section 32 of this
13 act and the sale of other assets of the project which must be used to
14 pay the costs of the project and capital improvements thereto, must
15 not exceed the lesser of:

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

17 (2) The amount of money generated by the tax imposed
18 pursuant to subsection 1 of section 33 of this act before the issuance
19 of bonds or other securities pursuant to section 36 of this act, plus
20 the maximum amount that may be raised from the issuance of bonds
21 and other securities pursuant to section 36 of this act that are
22 secured by the proceeds of the tax imposed pursuant to subsection 1
23 of section 33 of this act, as reasonably determined by the chief
24 financial officer of the County, after payment of issuance costs and
25 the cost of funding the reserve fund.

26 (b) The total debt undertaken by the Board of County
27 Commissioners at the request of the Stadium Authority must not at
28 any time exceed the amount set forth in paragraph (a), minus the
29 amount generated by the tax imposed pursuant to subsection 1 of
30 section 33 of this act before the issuance of bonds or other securities
31 pursuant to section 36 of this act. Any bonds issued to refund bonds
32 issued pursuant to section 36 of this act must not be taken into
33 account in calculating compliance with the debt limit set forth in this
34 paragraph.

35 (c) Except as otherwise provided in this paragraph, all land,
36 improvements and other property of any kind included in the total
37 cost of the National Football League stadium project pursuant to
38 paragraph (g) of subsection 1 of section 36 of this act shall be the
39 sole and exclusive property of the Stadium Authority and shall be
40 exempt from ad valorem property taxes in this State. The provisions
41 of this paragraph do not apply to any leasehold improvements that
42 the Stadium Authority and the Stadium Events Company or the
43 National Football League team agree are made solely by the
44 Stadium Events Company or the National Football League team. If
45 any such property remains in existence at the expiration of the lease,



1 that property must be transferred to the Stadium Authority at the
2 expiration of the lease agreement and, at that time, becomes the sole
3 and exclusive property of the Stadium Authority, unless otherwise
4 provided in an agreement between the Stadium Authority and the
5 Stadium Events Company or the National Football League team.

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

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

16 2. Except as otherwise provided in this act, the contribution of
17 the Stadium Authority to the cost of the development and
18 construction of the National Football League stadium project must
19 be proportional in terms of amount, contemporaneous in terms of
20 timing and similar in terms of risk profile to the contribution to the
21 cost of the development and construction of the project by the
22 developer partner and:

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

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

42 (c) The procedures for making monthly draws for the cost of the
43 project will be delineated in a trust agreement which will ensure that
44 no money derived from the proceeds of the bonds or other securities
45 issued pursuant to section 36 of this act and the tax imposed



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1 pursuant to subsection 1 of section 33 of this act is expended unless
2 money of the developer partner is simultaneously expended and that
3 no funds of the developer partner are expended unless money
4 derived from the proceeds of the bonds or other securities issued
5 pursuant to section 36 of this act and the tax imposed pursuant to
6 subsection 1 of section 33 of this act is simultaneously expended,
7 except for the initial payment described in paragraph (a) and the last
8 payment described in paragraph (b).

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

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

23 **Sec. 36.** 1. The Board of Directors shall request that the
24 Board of County Commissioners issue general obligations of the
25 County pursuant to subsection 2 if the Board of Directors
26 determines that:

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

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

36 (c) The contract for the construction of the National Football
37 League stadium project is a guaranteed maximum price contract
38 with a contingency amount of 10 percent of the estimated hard costs
39 of the National Football League stadium project or such lesser
40 percentage as is determined to be adequate by the Board of
41 Directors but not less than 5 percent of the estimated hard costs of
42 the project.

43 (d) The prime contractor for the construction of the National
44 Football League stadium project has provided adequate security to



1 guarantee timely performance of the construction of the project and
2 liquidated damages related thereto.

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

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

18 (2) Closed construction debt financing, from a lender or
19 lenders rated "A-" or better by Standard and Poor's Rating Services
20 or "A3" or better by Moody's Investor Services, Inc., or their
21 equivalent as determined by the Board of Directors, which allows
22 draws for the costs of construction of the project, interest during
23 construction and any costs of issuance. A draw under the closed
24 construction debt financing may be subject to conditions precedent,
25 including, without limitation, a condition that there has been
26 delivery of proof of the availability of County money, a condition
27 that there has been delivery of satisfactory reports from an
28 independent engineer that certifies work being paid for under the
29 closed construction debt financing has been completed and that
30 stored materials have been verified, any condition required by state
31 or federal regulations or regulators governing banks and any
32 condition that relates to confirmation of insurance for the project.
33 Such conditions precedent may also be required by the Board of
34 County Commissioners or the Stadium Authority to allow a draw on
35 the proceeds of the bonds or other securities issued pursuant to this
36 section which are held in trust by a commercial bank with trust
37 powers.

38 (3) Approved National Football League financing through
39 the G-4 loan program of the National Football League, or its
40 successor program, which allows draws for the costs of construction
41 of the project and no other purpose until those costs have been paid
42 in full, if the lender is rated "A-" or better by Standard and Poor's
43 Rating Services or "A3" or better by Moody's Investor Services,
44 Inc., or their equivalent as determined by the Board of Directors. A



1 draw under the National Football League financing may be subject
2 to the conditions precedent set forth in subparagraph (2).

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

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

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

18 2. Except as otherwise provided in subsection 3, upon the
19 request of the Board of Directors pursuant to subsection 1, the
20 Board of County Commissioners shall issue general obligations of
21 the County in an amount not to exceed \$750,000,000. After payment
22 of the costs of issuing the bonds and making provisions for any
23 required reserves, the proceeds of any bonds issued pursuant to this
24 subsection must be allocated to the Stadium Authority to be used for
25 the National Football League stadium project.

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

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

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

34 4. The securities required to be issued pursuant to this section
35 must be issued pursuant to the Local Government Securities Law,
36 and any bonds issued pursuant to this section may be refunded by
37 the County as provided in the Local Government Securities Law.

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

42 (a) The bonds may be issued without complying with the
43 requirements of NRS 350.011 to 350.0165, inclusive, and 350.020,
44 pursuant to an ordinance of the Board of County Commissioners as
45 provided in the Local Government Securities Law, and no other



1 approval by a governmental entity or otherwise is required for the
2 issuance of the bonds under the laws of this State.

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

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

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

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

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

27 (b) Within 12 months after the effective date of sections 21 to
28 37, inclusive, of this act or, if the Board determines that an
29 extension of this period is necessary or desirable, within 18 months
30 after the effective date of those sections, the National Football
31 League team has not committed to locate or relocate within the
32 stadium district.

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

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

42 (e) Within 18 months after the adoption of an ordinance
43 imposing the tax required by subsection 1 of section 33 of this act,
44 the Stadium Authority has not approved and entered into a



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

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

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

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

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

15 (1) Governor; and

16 (2) President of the University.

17 **Sec. 38.** 1. Within 90 days after receipt of notice that the
18 Board of Directors has voted to dissolve the Stadium Authority and
19 wind up its affairs for any reason set forth in paragraphs (a) to (f),
20 inclusive, of subsection 1 of section 37 of this act, the President of
21 the University may elect to pursue a college football stadium
22 project. If the President of the University elects to pursue a college
23 football stadium project, he or she must provide written notice to the
24 Governor, the Director of the Legislative Counsel Bureau and the
25 Board of County Commissioners that he or she intends to pursue a
26 college football stadium project.

27 2. If, within 90 calendar days after receipt of notice of the vote
28 of the Board of Directors to dissolve the Stadium Authority and
29 wind up its affairs pursuant to subsection 2 of section 37 of this act,
30 the President of the University has provided notice to the Governor,
31 the Director of the Legislative Counsel Bureau and the Board of
32 County Commissioners that he or she intends to pursue a college
33 football stadium project, the Board of Directors of the Stadium
34 Authority must cause the money remaining in the stadium tax
35 account created pursuant to subsection 3 of section 27 of this act,
36 after provision is made for the payment of any outstanding financial
37 obligations or liabilities of the Stadium Authority, to be transferred
38 to the college football stadium tax account created pursuant to
39 subsection 3 of section 45 of this act.

40 3. If, within 90 calendar days after receipt of notice of the vote
41 of the Board of Directors to dissolve the Stadium Authority and
42 wind up its affairs pursuant to subsection 2 of section 37 of this act,
43 the President of the University has not provided notice to the
44 Governor, the Director of the Legislative Counsel Bureau and the
45 Board of County Commissioners that he or she intends to pursue a



1 college football stadium project, the Board of Directors must cause
2 the money remaining in the stadium tax account created pursuant to
3 subsection 3 of section 27 of this act, after provision is made for the
4 payment of any outstanding financial obligations or liabilities of the
5 Stadium Authority, to be transferred to the Convention Authority.
6 The Convention Authority must use such money to pay the costs of
7 the project described in paragraph (a) of subsection 3 of section 59
8 of this act or the principal and interest on bonds or other securities
9 issued to defray the costs of that project.

10 4. If, within 90 calendar days after receipt of notice of the vote
11 of the Board of Directors to dissolve the Stadium Authority and
12 wind up its affairs pursuant to subsection 2 of section 37 of this act,
13 the President of the University provides notice to the Governor, the
14 Director of the Legislative Counsel Bureau and the Board of County
15 Commissioners that he or she intends to pursue a college football
16 stadium project but, within 24 months after the date on which he or
17 she provides that notice, has not secured a commitment of private
18 money for the college football stadium project that, when combined
19 with the revenue of the University projected to be generated from
20 the college football stadium project, results in a commitment of at
21 least \$200,000,000 for the college football stadium project, the
22 money remaining in the college football stadium tax account created
23 pursuant to subsection 3 of section 45 of this act must be transferred
24 to the Convention Authority. The Convention Authority must use
25 such money to pay the costs of the project described in paragraph
26 (a) of subsection 3 of section 59 of this act or the principal and
27 interest on bonds or other securities issued to defray the costs of that
28 project.

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

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

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

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

38 3. The Campus Improvement Authority constitutes:

39 (a) A body corporate and politic; and

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

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

44 5. Except as otherwise provided in this act, the Campus
45 Improvement Authority and its officers and employees are subject



1 to, must comply with and are entitled to all rights, privileges and
2 immunities recognized by the laws of this State applicable to
3 political subdivisions and their officers and employees, including,
4 without limitation, NRS 41.0305 to 41.039, inclusive, and chapters
5 239, 241, 281 and 281A of NRS, but if there is a conflict between
6 other laws of this State and the specific provisions of this act, the
7 specific provisions of this act control.

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

12 (a) One member appointed by the Governor.

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

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

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

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

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

29 (a) Dies or resigns;

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

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

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

43 4. A member of the Board of Directors is not entitled to receive
44 any compensation for serving as a member of the Board of Directors



1 or as an officer employee of the Board or the Campus Improvement
2 Authority.

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

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

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

12 (b) The Board of Regents shall appoint:

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

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

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

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

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

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



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

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

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

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

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

18 (a) Six of the members of the Board of Directors constitute a
19 quorum at any meeting of the Board.

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

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

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

- 27 (a) Audio recordings or transcripts of all meetings of the Board;
- 28 (b) Minutes of all the meetings of the Board;
- 29 (c) A record of all the proceedings and actions of the Board;
- 30 (d) A copy of any certificates issued or received by the Board;
- 31 (e) A copy of any contracts made by the Board; and
- 32 (f) Any bonds required by the Board from its employees.

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

37 3. The Secretary of the Board of Directors does not constitute a
38 part of the staff of the Campus Improvement Authority for the
39 purposes of section 44 of this act.

40 **Sec. 44.** 1. The Campus Improvement Authority may retain
41 such staff as the Board of Directors determines to be necessary to
42 conduct the activities of the Authority. The Campus Improvement
43 Authority may:

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



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

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

5 2. The Board of Directors:

6 (a) Shall determine:

7 (1) The powers and duties of the members of the staff of the
8 Campus Improvement Authority; and

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

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

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

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

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

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

35 1. May adopt a seal;

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

41 3. Shall create a college football stadium tax account, a college
42 football stadium capital projects fund and a campus improvement
43 authority operating account to carry out the provisions of sections
44 39 to 52, inclusive, of this act.



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

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

6 (b) Sue and be sued.

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

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

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

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

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

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

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

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

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

44 (3) After any indebtedness incurred to improve the property
45 subject to the lease, ground lease or management agreement has



1 been retired or defeased and any other contracts and obligations of
2 the Campus Improvement Authority pertaining to that property have
3 been satisfied and terminated, the improvements will become the
4 property of the System and will no longer be subject to the lease,
5 ground lease or management agreement.

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

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

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

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

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

18 ↪ on such terms as may be acceptable to the Board of Directors and
19 which are not inconsistent with the terms of the lease, ground lease
20 or management agreement with the System pursuant to which the
21 Campus Improvement Authority has possession or control of the
22 property. The leases, ground leases, subleases and management
23 agreements authorized by this paragraph are not subject to the
24 limitations of subsections 1 and 2 of NRS 353.260.

25 (f) Fix, and from time to time increase or decrease, fees, rates,
26 tolls, rents or charges for services or facilities furnished in
27 connection with a college football stadium project and take such
28 action as may be necessary or desirable to effect their collection or,
29 by contract or other agreement described in paragraph (d) or (e),
30 authorize another person or entity to fix, from time to time increase
31 or decrease, and collect all or any designated portion of such fees,
32 rates, tolls, rents or charges. Such fees, rates, tolls, rents or charges
33 must be consistent with or allowed by the lease, ground lease or
34 management agreement with the System pursuant to which the
35 Campus Improvement Authority has possession or control of the
36 land or improvements upon which the college football stadium
37 project is located.

38 (g) Receive, control, invest and order the expenditure of the
39 proceeds of the taxes imposed pursuant to subsection 1 of section 50
40 of this act and any other money pertaining to or derived from the
41 college football stadium project, including, without limitation, any
42 grants from the Federal Government, the State, the County or any
43 incorporated city in the County, or from any other person or entity,
44 for the purposes of the college football stadium project.



* S B 1 R 1 *

1 (h) Perform any other acts that may be necessary, convenient,
2 desirable or appropriate to carry out the purposes of sections 39 to
3 52, inclusive, of this act.

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

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

11 (a) Expend or authorize the expenditure of any money in the
12 college football stadium tax account created pursuant to subsection
13 3 of section 45 of this act unless the Campus Improvement
14 Authority has entered into a lease, ground lease or management
15 agreement with the System pursuant to paragraph (d) of subsection
16 1 of section 46 of this act which authorizes the college football
17 stadium project.

18 (b) Proceed with the college football stadium project or issue
19 any securities to defray in whole or in part any cost of the college
20 football stadium project unless the Campus Improvement Authority
21 has entered into a lease, ground lease or management agreement
22 with the System pursuant to paragraph (d) of subsection 1 of section
23 46 of this act which authorizes the college football stadium project.

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

27 **Sec. 48.** 1. Except as otherwise provided in sections 39 to
28 52, inclusive, of this act and notwithstanding any other provision of
29 law to the contrary:

30 (a) Any contract, lease, sublease, lease-purchase agreement,
31 management agreement or other agreement entered into pursuant to
32 sections 39 to 52, inclusive, of this act by the Campus Improvement
33 Authority, the System or any related entity relating to the college
34 football stadium project financed in whole or in part pursuant to
35 sections 39 to 52, inclusive, of this act, and any contract, lease,
36 sublease, lease-purchase agreement, management agreement or
37 other agreement that provides for the design, acquisition,
38 construction, improvement, repair, demolition, reconstruction,
39 equipment, financing, promotion, leasing, subleasing, management,
40 operation or maintenance, or any combination thereof, of the college
41 football stadium project or any portion thereof, or the provision of
42 materials or services for the college football stadium project are
43 exempt from any law:



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

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

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

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

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

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

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

28 (3) The Campus Improvement Authority, any contractor who
29 is awarded a contract or enters into an agreement to perform the
30 construction, alteration, repair or remodeling of the college football
31 stadium project and any subcontractor on the college football
32 stadium project shall comply with the provisions of NRS 338.013 to
33 338.090, inclusive, in the same manner as if the State had
34 undertaken the project or had awarded the contract.

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



- 1 (a) Must prohibit bidders from engaging in bid-shopping;
- 2 (b) Must not permit subcontractors to avoid or circumvent the
- 3 provisions of paragraph (c) of subsection 1; and
- 4 (c) Must, in addition to the requirements of section 48.5 of this
- 5 act, provide a preference for Nevada subcontractors in a manner that
- 6 is similar to, and with a preference that is equivalent to, the
- 7 preference provided in NRS 338.1389.

8 3. Any determination by the Campus Improvement Authority
9 regarding the establishment of one or more procedures for
10 competitive bidding, and any determination by the Authority or its
11 prime contractor, construction manager or project manager
12 regarding the award of a contract to any bidder is conclusive in the
13 absence of fraud or a gross abuse of discretion.

14 **Sec. 48.5.** 1. In addition to any other requirements set forth
15 in sections 39 to 52, inclusive, of this act, and except as otherwise
16 provided in subsection 8, any contract entered into by a general
17 contractor selected by the Campus Improvement Authority or by
18 any prime contractor, construction manager or project manager
19 selected by the Campus Improvement Authority for the
20 construction, alteration, repair or remodeling of the college football
21 stadium project must include a provision requiring the general
22 contractor to subcontract at least 15 percent of the college football
23 stadium project to small local businesses.

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

26 (a) The business is financially and operationally independent
27 from any other business;

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

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

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

34 (e) The gross earnings of the business for each of the
35 immediately preceding 3 fiscal years has not exceeded:

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

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

38 (3) For any goods, materials, equipment and general services
39 contracts, 10,000,000;

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

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

43 3. A general contractor that subcontracts work to a small local
44 business pursuant to subsection 1 shall allow such a small local
45 business to be covered by any bond or insurance of the general



1 contractor and may require the subcontractor to pay a proportionate
2 share of the cost for such coverage by the bond or insurance.

3 4. A small local business to which work is subcontracted by a
4 general contractor pursuant to this section must ensure that its
5 employees are hired in a manner that does not discriminate against
6 any person on any basis prohibited by law. Such a contractor that
7 subcontracts such work shall not impose any requirements on the
8 small local business relating to the employees selected by the small
9 local business to perform the subcontracted work.

10 5. A general contractor that subcontracts work to a small local
11 business pursuant to subsection 1 shall provide a mentorship
12 program to assist the small local business to develop the skills
13 necessary to carry out the work that is subcontracted.

14 6. A general contractor that subcontracts work to a small local
15 business pursuant to subsection 1 shall submit information to the
16 Campus Improvement Authority verifying that the general
17 contractor has complied with the provisions of this section, and shall
18 maintain all records, including, without limitation, any information
19 required by the Campus Improvement Authority, to ensure
20 compliance with this section for not less than 5 years after the
21 expiration of the subcontract. Such records must be made available
22 for inspection to the Campus Improvement Authority upon request.

23 7. Unless the requirements of subsection 1 are waived by the
24 Campus Improvement Authority pursuant to subsection 8 the failure
25 of a general contractor to subcontract the amount of work required
26 pursuant to subsection 1 shall be deemed a material breach of
27 contract.

28 8. The Campus Improvement Authority may waive the
29 requirements of subsection 1 if a general contractor presents proof
30 satisfactory to the Campus Improvement Authority that there is an
31 insufficient number of small local businesses available and qualified
32 to subcontract for the work to be performed.

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

37 **Sec. 50.** 1. The Board of County Commissioners shall by
38 ordinance impose upon all persons in the business of providing
39 lodging in the stadium district a tax at the rate of:

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

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



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

6 3. The tax imposed pursuant to subsection 1:

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

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

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

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

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

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

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

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

27 5. Not later than 30 days after the adoption of the ordinance
28 enacted pursuant to this section, the Board of County
29 Commissioners shall amend the ordinance to include a provision
30 establishing the geographic boundaries of the primary gaming
31 corridor within the stadium district. The geographic boundaries of
32 the primary gaming corridor must be a single, contiguous area. The
33 initial amendment establishing the geographic boundaries of the
34 primary gaming corridor must base those boundaries on the
35 geographic area comprising the submarket within the stadium
36 district with the greatest amount of gaming revenue as reported in
37 the most recent edition of the Nevada Gaming Abstract produced by
38 the Nevada Gaming Control Board. The Board of County
39 Commissioners may from time to time amend or modify the
40 geographic boundaries of the primary gaming corridor to include
41 areas which would have been included within the geographic
42 boundaries of the primary gaming corridor if the Board of County
43 Commissioners were establishing those boundaries at the time of the
44 amendment or modification, but any such amendment or
45 modification of the geographic boundaries of the primary gaming



1 corridor must not impair any outstanding bonds or any revenues
2 pledged to their payment. The rate of the tax set forth in paragraph
3 (a) of subsection 1 applies to all persons in the business of providing
4 lodging in the primary gaming corridor established pursuant to this
5 subsection, regardless of whether that person is licensed to conduct
6 gaming on the premises of the business and regardless of whether
7 the business of that person is specifically included in the Nevada
8 Gaming Abstract produced by the Nevada Gaming Control Board.
9 Any amendment adopted pursuant to this subsection must provide
10 that any parcel of land, building or other structure located partially
11 within the primary gaming corridor is deemed to be wholly within
12 the primary gaming corridor. The decision of the Board of County
13 Commissioners establishing the boundaries, and any amendment
14 thereof, is conclusive, absent fraud.

15 6. Upon repayment of the bonds or other securities to which
16 the proceeds of the tax imposed pursuant to subsection 1 may be
17 pledged, the Board of County Commissioners shall amend the
18 ordinance imposing the tax to reduce the rate of the tax to an amount
19 deemed sufficient by the Board to pay the normal operating
20 expenses of the Campus Improvement Authority and the obligation
21 of the Authority for capital improvements to the college football
22 stadium project, except that the rate of the tax imposed on persons
23 described in paragraph (a) of subsection 1 and persons described in
24 paragraph (b) of subsection 1 must be the same rate, and that rate
25 must not exceed one-tenth of one percent.

26 7. The provisions of NRS 237.030 to 237.150, inclusive, do not
27 apply to the adoption of the ordinance enacted pursuant to this
28 section, or any amendment thereof, or to any other action of the
29 Board of County Commissioners relating to the adoption or
30 amendment of the ordinance.

31 8. As used in this section:

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

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

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



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

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

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

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

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

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

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

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

34 (b) To pay the costs of capital improvements to the college
35 football stadium project and for the maintenance of the college
36 football stadium capital projects fund created pursuant to subsection
37 3 of section 45 of this act in an amount determined by the Board of
38 Directors.

39 **Sec. 52.** 1. The Board of Directors shall request that the
40 Board of County Commissioners issue general obligations of the
41 County pursuant to subsection 2 if the Board of Directors
42 determines that:

43 (a) Within 24 months after the effective date of sections 39 to
44 52, inclusive, of this act, the University has secured a commitment
45 of private money for the college football stadium project that, when



1 combined with the revenue of the University projected to be
2 generated from the college football stadium project, results in a
3 commitment of at least \$200,000,000 for the college football
4 stadium project;

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

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

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

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

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

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

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

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

42 2. Except as otherwise provided in subsection 3, upon the
43 request of the Board of Directors pursuant to subsection 1, the
44 Board of County Commissioners shall issue general obligations of
45 the County in an amount not to exceed \$300,000,000. After payment



1 of the costs of issuing the bonds and making provisions for any
2 required reserves, the proceeds of any bonds issued pursuant to this
3 subsection must be allocated to the Campus Improvement Authority
4 to be used for the college football stadium project.

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

8 4. The securities required to be issued pursuant to this section
9 must be issued pursuant to the Local Government Securities Law,
10 and any bonds issued pursuant to this section may be refunded by
11 the County as provided in the Local Government Securities Law.

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

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

22 (b) The bonds are exempt from the limitation on indebtedness
23 set forth in NRS 244A.059, and must not be included in the
24 calculation of the indebtedness of the County under that section, but
25 the County shall not become indebted by the issuance of general
26 obligation indebtedness for the purposes set forth in sections 39 to
27 52, inclusive, of this act in an amount exceeding 5 percent of the
28 total last assessed valuation of taxable property of the County.

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

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

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

42 2. The Board of County Commissioners, the city council or
43 other governing body of each incorporated city in the County, the
44 Majority Leader of the Senate, the Speaker of the Assembly and the
45 Nevada Resort Association shall each nominate persons who reside



1 in the County to be a member of the Oversight Panel and submit
2 those nominees to the Governor.

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

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

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

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

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

23 6. The Governor shall appoint the Chair and Vice Chair of the
24 Oversight Panel.

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

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

39 9. The Oversight Panel shall dissolve itself not later than the
40 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
43 project described in paragraph (a) of subsection 3 of section 59 of
44 this act is completed.



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

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

5 2. Provide to the Oversight Panel all information requested by
6 the Oversight Panel.

7 3. On or before June 30 of each fiscal year ending in an even-
8 numbered year, prepare a 3-year plan for the renovation and
9 expansion of the convention facilities of the Convention Authority
10 and a 5-year plan for the construction of such convention facilities,
11 which are being financed by the revenue described in section 56 of
12 this act and the proceeds of the taxes imposed pursuant to sections
13 57 and 58 of this act, and submit such plans to the Oversight Panel
14 for its review and recommendations.

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

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

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

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

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

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

39 3. If the Oversight Panel disapproves a request submitted
40 pursuant to subsection 1 or 2, the Board of Directors of the
41 Convention Authority may override that decision and proceed
42 with the plan or issuance of bonds by an affirmative vote of two-
43 thirds of the voting members of the Board. If the Board does not
44 override the decision of the Oversight Panel pursuant to this



1 subsection, the Convention Authority must revise its request and
2 resubmit the request to the Oversight Panel.

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

11 (a) Ten percent of the gross revenues of the license taxes which
12 are assigned or appropriated for use in connection with NRS
13 244A.597 to 244A.655, inclusive, and collected by each city and the
14 County; or

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

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

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

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

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

28 **Sec. 57.** 1. In addition to all other taxes imposed on the
29 revenue from the rental of transient lodging, the Board of County
30 Commissioners shall impose a tax of one-half of one percent of the
31 gross receipts from the rental of transient lodging in the County
32 upon all persons in the business of providing lodging. The ordinance
33 imposing the tax must include a schedule for the payment of the tax
34 and all the matters required by NRS 244.3352 for the tax imposed
35 pursuant to that section. The tax must first be imposed 90 days after
36 the effective date of this section.

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

43 3. The provisions of NRS 237.030 to 237.150, inclusive, do not
44 apply to the adoption of any ordinance enacted pursuant to this
45 section, or any amendment thereof, or to any other action of the



1 Board of County Commissioners to implement or carry out of the
2 provisions of this section.

3 4. As used in this section, "gross receipts from the rental of
4 transient lodging" does not include the tax imposed and collected
5 from paying guests pursuant to this section.

6 **Sec. 58.** 1. In addition to all other taxes imposed on the
7 revenue from the rental of transient lodging, the city council or other
8 governing body of each incorporated city in the County shall impose
9 a tax of one-half of one percent of the gross receipts from the rental
10 of transient lodging in the city upon all persons in the business of
11 providing lodging. The ordinance imposing the tax must include a
12 schedule for the payment of the tax and all the matters required by
13 NRS 268.096 for the tax imposed pursuant to that section. The tax
14 must first be imposed 90 days after the effective date of this section.

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

21 3. The provisions of NRS 237.030 to 237.150, inclusive, do not
22 apply to the adoption of any ordinance enacted pursuant to this
23 section, or any amendment thereof, or to any other action of a city
24 council or other governing body of an incorporated city to
25 implement or carry out of the provisions of this section.

26 4. As used in this section, "gross receipts from the rental of
27 transient lodging" does not include the tax imposed and collected
28 from paying guests pursuant to this section.

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

31 1. Distributed to the Convention Authority;

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

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

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

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

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



1 1. As additional security for the payment of, or to redeem, any
2 general obligations bonds issued pursuant to NRS 244A.597 to
3 244A.655, inclusive, before the effective date of sections 53 to 61.5,
4 inclusive, of this act;

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

7 3. To pay the costs of operating the Convention Authority or
8 any facilities of the Authority;

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

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

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

18 7. For any other purpose inconsistent with the provisions of
19 section 59 of this act.

20 **Sec. 61.** 1. In addition to the purposes set forth in subsection
21 1 of NRS 244A.637, to pay the cost to expand, construct, improve,
22 maintain and renovate the Las Vegas Convention Center and other
23 facilities of the Convention Authority, or for any combination
24 thereof, the Convention Authority, at any time or from time to time
25 may, in the name of and on behalf of the County, issue general
26 obligations bonds or revenue bonds as described in paragraphs (a)
27 and (b) of subsection 1 of NRS 244A.637.

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

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

43 (b) Are exempt from the limitation on indebtedness set forth in
44 NRS 244A.059, and must not be included in the calculation of the
45 indebtedness of the County under that section, but the County shall



1 not become indebted by the issuance of general obligation
2 indebtedness for the purposes set forth in sections 53 to 61.5,
3 inclusive, of this act in an amount exceeding 5 percent of the total
4 last assessed valuation of taxable property of the County.

5 (c) Must be treated as if the finding described in subparagraph
6 (1) of paragraph (b) of subsection 3 of NRS 361.4727 has been
7 made by the Board of County Commissioners and approved by the
8 debt management commission of the County pursuant to
9 subparagraph (2) of paragraph (b) of subsection 3 of NRS 361.4727.

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

13 **Sec. 61.5.** 1. Except as otherwise provided in subsection 8,
14 any contract or other agreement entered into by a general contractor
15 selected by the Convention Authority or by any prime contractor,
16 construction manager or project manager selected by the
17 Convention Authority for the project described in paragraph (a) of
18 subsection 3 of section 59 of this act must include a provision
19 requiring the general contractor to subcontract at least 15 percent of
20 the project to small local businesses.

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

23 (a) The business is financially and operationally independent
24 from any other business;

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

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

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

31 (e) The gross earnings of the business for each of the
32 immediately preceding 3 fiscal years has not exceeded:

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

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

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

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

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

40 3. A general contractor that subcontracts work to a small local
41 business pursuant to subsection 1 shall allow such a small local
42 business to be covered by any bond or insurance of the general
43 contractor and may require the subcontractor to pay a proportionate
44 share of the cost for such coverage by the bond or insurance.



1 4. A small local business to which work is subcontracted by a
2 general contractor pursuant to subsection 1 must ensure that its
3 employees are hired in a manner that does not discriminate against
4 any person on any basis prohibited by law. Such a contractor that
5 subcontracts such work shall not impose any requirements on the
6 small local business relating to the employees selected by the small
7 local business to perform the subcontracted work.

8 5. A general contractor that subcontracts work to a small local
9 business pursuant to subsection 1 shall provide a mentorship
10 program to assist the small local business to develop skills necessary
11 to carry out the work that is subcontracted.

12 6. A general contractor that subcontracts work to a small local
13 business pursuant to subsection 1 shall submit information to the
14 Oversight Panel verifying that the general contractor has complied
15 with the provisions of this section, and shall maintain all records,
16 including, without limitation, any information required by the
17 Oversight Panel, to ensure compliance with this section for not less
18 than 5 years after the expiration of the subcontract. Such records
19 must be made available for inspection to the Oversight Panel upon
20 request.

21 7. Unless the requirements of subsection 1 are waived by the
22 Convention Authority pursuant to subsection 8, the failure of a
23 general contractor to subcontract the amount of work required
24 pursuant to subsection 1 shall be deemed a material breach of
25 contract.

26 8. The Convention Authority may waive the requirements of
27 subsection 1 if a general contractor presents proof satisfactory to the
28 Convention Authority that there is an insufficient number of small
29 local businesses available and qualified to subcontract for the work
30 to be performed.

31 **Sec. 62.** 1. This section and sections 1 to 38, inclusive, and
32 53 to 61.5, inclusive, of this act become effective upon passage and
33 approval.

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

39 3. Sections 39 to 52, inclusive, of this act become effective on
40 the date on which the President of the University of Nevada, Las
41 Vegas, provides notice to the Governor, the Director of the
42 Legislative Counsel Bureau and the Board of County
43 Commissioners of Clark County pursuant to subsection 1 of section
44 38 of this act that he or she intends to undertake a college football
45 stadium project, as defined in section 8 of this act, only if the



1 President of the University provides such notice within 90 calendar
2 days after receipt of notice of the vote of the Board of Directors of
3 the Stadium Authority created by section 21 of this act to dissolve
4 the Stadium Authority and wind down its affairs pursuant to
5 subsection 2 of section 37 of this act.

