

**Stadium Project Funding, Administration and Oversight**  
*Stadium Recommendation Working Draft*

**EXPLANATION:** Matter in *bolded italics* is new; matter between brackets ~~{omitted material}~~ is material to be removed.

**OVERVIEW**

**SECTION 1** to **SECTION 25** of this bill establish a method to finance the acquisition, construction, lease, improvement, equipping, operation and maintenance of a National Football League (NFL) stadium project in a county whose population is 700,000 or more (currently Clark County). **SECTION 11** through **SECTION 19** create a stadium authority as a public body and establish its powers and authorities. **SECTION 20** creates a stadium district to finance an NFL stadium project or a collegiate stadium project in such a county and provides that the stadium district consists of all property that is located within the county that is within 25 miles from the location where the board of county commissioners have their regular meetings. **SECTION 20** of this bill also provides for the imposition, collection and administration of a tax upon on all persons in the business of providing lodging in the stadium district at a specified rate of the gross receipts from the rental of transient lodging in the stadium district. **SECTION 21** and **SECTION 22** of this bill require the stadium authority for the county in which the stadium district is located to use the proceeds of the tax to pay all or part of the costs to acquire, construct, lease, improve, equip, operate or maintain an NFL stadium project within the stadium district. **SECTION 23** of this bill provides a number of special conditions that the stadium authority must include in any agreements with the developer and operator of the NFL stadium project. **SECTION 24** of this bill requires the county in which the stadium district is located to issue general obligations of the county to defray the cost to acquire, construct, lease, improve, equip, operate or maintain an NFL stadium project, if an NFL franchise commits to locate or relocate to the stadium district. **SECTION 25** defines exemptions from and applicability of certain Nevada Revised Statutes dealing with public works. **SECTION 26** transfers collected tax dollars, in the event an NFL franchise does not commit to locate or relocate to the stadium district or other conditions are not met, to a university within the stadium district where that university obtains a commitment of at least \$200,000,000 in funding for a collegiate stadium on its campus. If the conditions for the use of the proceeds of the tax for an NFL stadium project or a collegiate stadium project are not satisfied, **SECTION 26** then requires that the proceeds of the tax be distributed to the county fair and recreation board to pay debts incurred for capital facilities and that all stadium project-related tax increases sunset. **SECTION 27** defines an undertaking for the development of a collegiate stadium project to include the collegiate stadium itself and any supporting projects, improvements or facilities. **SECTION 28** to **SECTION 35** create a campus improvement authority as a public body and defines its powers and authorities. **SECTION 36** reduces the room lodging tax rate imposed by **SECTION 20** in the event the proceeds of the tax will be used to construct a collegiate stadium project as opposed to an NFL stadium project. **SECTION 37** through **SECTION 39** of this bill require the campus improvement authority for the county in which the stadium district is located to use the proceeds of the lodging tax to pay all or part of the costs to acquire, construct, lease, improve, equip, operate or maintain a collegiate stadium within the stadium district. **SECTION 40** of this bill requires the county in which the stadium district is located to issue general obligations of the county to defray the cost to acquire, construct, lease, improve, equip, operate or maintain a collegiate stadium if an NFL franchise does not commit to locate or relocate to the district and a university within the stadium district obtains a commitment of at least \$200,000,000 in private funding for a collegiate stadium on its campus. **SECTION**

**41** of this bill clarifies that no provision of this bill shall infringe on the rights and powers of a university or its board of regents. **SECTION 41.5** of this bill provides the procedures under which bond may be issued pursuant to this act. **SECTION 42** establishes the terms of stadium authority board members. **SECTION 43** establishes the terms of campus improvement authority board members. **SECTION 44** provides a timeline for certain actions required by the NFL franchise, stadium developers and the stadium authority board. **SECTION 45** establishes effective dates for each section of the act.

## LANGUAGE FOR CONSIDERATION

### DEFINITIONS

**SECTION 1.** *As used in section 1 to 45, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 2 through 45 of this act have the meanings so ascribed to them in those sections.*

**SECTION 2.** *“Developer partner” means one or more private parties providing funds needed to construct the stadium project or providing all or a portion of funds needed to make capital improvements to the stadium project in the stadium district. The developer partner, or its affiliate, may also be a part owner or owner of the Stadium Events Company.*

**SECTION 3.** *“Stadium district” means the district to finance a stadium project that is created by section 20 of this act.*

**SECTION 4.** *“NFL team” means the National Football League franchise that has committed to locate or relocate to the District and utilize the stadium project for its home National Football League games and related activities. The NFL team, or its affiliate, may also be a part owner or owner of the Stadium Events Company and may be a developer partner.*

**SECTION 5.** *“Stadium authority” means the stadium authority for the county in which a district is located and is inclusive of its appointed board pursuant to this act.*

**SECTION 6.** *“Stadium Events Company” means the legal entity owned by and comprised of the NFL team, or its affiliate, and/or any other developer partner, or its affiliate, contributing equity to pay a portion of construction costs of the NFL stadium project. Stadium Events Company will lease the NFL stadium project pursuant to a long-term lease with the stadium authority. Stadium Events Company will be responsible for all stadium operating cost overruns.*

**SECTION 7.** *“NFL stadium project” means a domed stadium developed within the stadium district containing approximately 65,000 seats constructed by one or more developer partners in cooperation with an NFL team. The location, design, fit and finish of the NFL stadium project shall be consistent with first-class, premier National Football League facilities currently in operation or approved for construction by the National Football League.*

**SECTION 8.** *“Collegiate stadium project” means a stadium developed within the district containing not less than 40,000 seats constructed by a public university. The location, design, fit and finish of the*

*stadium project shall be consistent with similar competitive facilities existing at universities in Power Five athletic conferences within National Collegiate Athletic Association Division I Football Bowl Subdivision.*

**SECTION 9.** *“Campus improvement authority” mean the improvement authority created by a university located within the stadium district and is inclusive of its appointed board pursuant to this act.*

**SECTION 10.** *“System” means the Nevada System of Higher Education.*

### **NFL STADIUM PROJECT**

#### **PART I | STADIUM AUTHORITY BOARD FORMATION, POWERS AND AUTHORITIES**

**SECTION 11.** **Please see Decision Point #1.**

**SECTION 12. 1.** *The Governor shall appoint one of the stadium authority members as Chair.*

**2.** *The stadium authority shall appoint:*

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

*(b) A Secretary and a Treasurer, who may be members of the stadium authority and may be one person.*

**2.** *The Vice Chair of the stadium authority shall serve as Chair when the position of Chair is vacant or when the Chair is absent from any meeting.*

*(a) The stadium authority shall meet regularly in the stadium district at such times and places as it designates. Special meetings may be held at the call of the Chair, upon notice to each member of the stadium authority, as often as the needs of the stadium authority require.*

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

*(a) Four of the members of the stadium authority constitute a quorum at any meeting of the stadium authority.*

*(b) The stadium authority may take action only by a motion or resolution adopted with the approval of at least four members of the stadium authority when a quorum is present, and only actions complying with this act may be taken by the stadium authority.*

**4.** *The stadium authority constitutes a public body for the purposes of chapter 241 of NRS.*

**SECTION 13. 1.** *The Secretary of the stadium authority shall keep:*

*(a) Audio recordings or transcripts of all meetings of the stadium authority;*

*(b) Minutes of all the meetings of the stadium authority;*

*(c) A record of all the proceedings and actions of the stadium authority;*

*(d) Any certificates issued or received by the stadium authority;*

*(e) Any contracts made by the stadium authority; and*

*(f) Any bonds required by the stadium authority from its employees.*

**2.** *Except as otherwise provided in NRS 241.035, the records and information required by subsection 1 must be open to inspection by any interested person at any reasonable time and place.*

**3.** *The Treasurer of the stadium authority shall keep, in permanent records, strict and accurate accounts of all money received by and disbursed for and on behalf of the stadium authority.*

*4. The Secretary and Treasurer of the stadium authority do not constitute a part of the staff of the stadium authority for the purposes of section 14 of this act.*

*5. The board of the stadium authority may direct staff of the stadium authority, retained pursuant to section 14 of this act, to provide the services necessary for the Secretary and Treasurer to fulfill their respective duties as set forth in this section.*

**SECTION 14. 1.** *The stadium authority may retain such staff as it determines to be necessary to conduct the activities of the stadium authority. The stadium authority may:*

*(a) Hire the members of its staff as employees;*

*(b) Contract with any governmental entity or other person to provide the persons to serve as its staff; or*

*(c) Retain the members of its staff using any combination of the methods described in paragraphs (a) and (b).*

**2.** *The stadium authority shall specify:*

*(a) The powers and duties of the members of its staff; and*

*(b) The amount and basis of compensation for the members of its staff.*

**SECTION 15.** *The stadium authority:*

*1. May adopt a seal;*

*2. May adopt, and from time to time amend or repeal, as it determines to be necessary or desirable, appropriate bylaws, rules and regulations, not inconsistent with the provisions of section 14 to section 19 of this act, for carrying out its business and affairs; and*

*3. Shall create a stadium tax account, a stadium capital projects fund and a stadium authority operating account to carry out the provisions of this act.*

**SECTION 16. 1.** *In addition to the duties and powers granted to the stadium authority in sections 14 and 15, the stadium authority shall:*

*(a) In accordance with the facts, certify that the NFL team is authorized an NFL team to locate or relocate into the stadium district within the timeframe set forth by section 44 of this act.*

*(b) In accordance with the facts, certify that the NFL team identified in paragraph (a) has committed to locate or relocate into the stadium district within the timeframe set forth by section 44 of this act.*

*(c) In accordance with the facts, certify that the Stadium Events Company has been properly formed in this State. Certification of the Stadium Events Company shall include, but may not be limited to, a disclosure of all owners and operators of the Stadium Events Company.*

*(d) Identify and qualify the developer partners as a matter of public record.*

*(1) Identification of the developer partners shall include, but may not be limited to, a disclosure of all participating entities.*

*(2) Qualification of the developer partners shall include, but may not be limited to, documented affiliation with the NFL team certified by the stadium authority pursuant to subparagraph (b) and a demonstrated ability to successfully construct the development project.*

*(e) Prior to approving a development agreement with developer partners, the stadium authority shall ensure that the developer partners have provided suitable financial security for the developer partners' funding obligations as a part of the NFL stadium project financing. This shall include, but may not be limited to, that the assurances required by section 24 of this act are provided in advance of the issuance of any bonds or other forms of indebtedness by the county on behalf of the stadium authority.*

*2. After all certification and qualifications set forth in subsection 1 have been completed, the stadium authority shall negotiate and may approve a development agreement with the developer partners or the Stadium Events Company for the construction of an NFL stadium project. The development agreement may be combined with the lease to create a development and lease agreement as determined by the stadium authority.*

*(a) The development agreement shall identify the site of the NFL stadium project.*

*(b) The development agreement shall set forth the overall design, scope and specifications of the undertaking.*

*(c) The development agreement shall set forth the sources of funding for the NFL stadium project in a manner consistent with the provisions of this act.*

*(d) The development agreement shall establish a process and criteria for periodic progress reporting by the developer partners to the stadium authority on the construction and development status of the NFL stadium project.*

*(e) The development agreement shall state that any and all construction and development cost overruns incurred in the construction and development of the NFL stadium project shall be the sole responsibility of the developer partners. The sole exception to this provision shall be any cost overruns caused by a design or other change mandated by the stadium authority or other governmental entity subsequent to the approval of the development agreement required by this section, excluding any change subsequent to the development agreement required to comply with building codes, including without limitation, those relating to building safety.*

*(f) The development agreement shall comply with the provisions of section 23 of this act, independently and when combined with any other agreement entered into by the stadium authority.*

*(g) The development agreement, nor any action taken by the stadium authority, shall not conflict with, limit or otherwise alter any provision of section 25 of this act.*

*(h) The development agreement may include other terms and conditions as deemed necessary and appropriate by the stadium authority board.*

*3. Once all certification and qualifications set forth in subparagraph 1 have been completed, the stadium authority shall negotiate and may approve a lease agreement, which may be combined with the development agreement to create a development and lease agreement, with the Stadium Events Company and/or an NFL Team or its affiliate.*

*(a) The lease agreement(s) shall set forth all of the requirements and responsibilities of the Stadium Events Company and/or NFL Team or its affiliate as the operator(s) of the NFL stadium project and empower such lessee the right to engage a stadium operations company to operate the NFL stadium on a day-to-day basis as determined by the lessee.*

*(b) The lease agreement(s) shall establish minimum standards for capital reinvestment and maintenance of the NFL stadium project, ensuring that the design and development standards set forth in this act are maintained or enhanced throughout the life of the lease agreement(s).*

*(c) The lease agreement(s) shall provide for the annual allocation of revenues and expenses consistent with this act.*

*(d) The lease agreement(s) shall state that all operating losses generated by the NFL stadium project or the Stadium Events Company shall be the sole responsibility of the Stadium Events Company, the developer partners, and/or the NFL Team or its affiliate.*

*(e) Should a public university with a Division I football program exist within the stadium district, the lease agreement(s) shall provide for accommodation of a sufficient number of dates to host the university's regular and post-season home games at the NFL stadium project, with the express*



*understanding that NFL events shall have absolute priority of use and the NFL team shall have priority in terms of dates, the stadium, the playing surfaces and all related stadium assets.*

*(1) These dates shall be mutually agreed upon by the university and the Stadium Events Company and shall be approved by the stadium authority board, respecting the requirement set forth in paragraph (e) that such dates may not interfere with the NFL schedule.*

*(2) The university football dates may not conflict with major non-NFL events that are scheduled by the Stadium Events Company prior to the public university's schedule being finalized for a particular season. After the public university's complete home game schedule has been finalized for a season, and such dates have been approved, the public university's game dates may not be changed to accommodate such non-NFL events without the public university's approval. If the public university has an opportunity to adjust its home game schedule for TV purposes, the Stadium Events Company shall use reasonable commercial efforts to assess the feasibility of such change, but in no event may any change interfere with or impair the ability of the NFL stadium project's ability to host any NFL games or other previously scheduled non-NFL events.*

*(3) The stadium authority shall establish and include in the lease agreement(s) a reasonable rent for the university's use of the NFL stadium project.*

*(4) During university football dates, the university shall be given reasonable access to the stadium, its facilities and its amenities to create a reasonable "home field" environment for the public university, acknowledging that the NFL team may need certain simultaneous access to areas of the stadium when the public university's home game days and NFL event days are scheduled on consecutive days, provided such access does not impede or interfere with the public university's use of or access to the stadium.*

*(5) The stadium authority shall have final discretion in any disputes relative to the provisions of paragraph (e) of subsection 3.*

*(f) The lease agreement(s) shall include a provision for an annual audit of the Stadium Events Company.*

*(1) The auditor shall be an independent certified public accountant in this State, who does not provide similar or related services to any developer partner, the NFL team or any affiliate, subsidiary, principal or related party of any developer partner or the NFL team.*

*(2) The auditor shall be mutually agreed to by the Stadium Events Company and the stadium authority;*

*(3) Cost for the audit shall be divided equally between the Stadium Events Company and the stadium authority.*

*(g) The lease agreement shall include a confidentiality provision stating:*

*(1) Except as otherwise provided in subsection 3 of NRS 239.0115 or other state statutes or local ordinances, the stadium authority shall keep confidential any record or other document provided by any developer partner, the NFL team or the Stadium Events Company, which is in the stadium authority's possession, if the entity providing such information:*

*(i) Submits a request in writing that the record or other document be kept confidential by the stadium authority; and*

*(ii) Demonstrates to the satisfaction of the stadium authority that the record or other document contains proprietary or confidential information.*

*(2) If the stadium authority determines that a record or other document contains proprietary or confidential information, the chair of the stadium authority shall attach to the file containing the record or document:*

- (i) A certificate signed by him or her stating that a request for confidentiality was made by the requesting entity and the date of the request;*
  - (ii) A copy of the written request submitted by the requesting entity;*
  - (iii) The documentation to support the request, which was submitted by the requesting entity; and*
  - (iv) A copy of the decision of the stadium authority determining that the record or other document contains proprietary or confidential information.*
- (3) Records and documents that are confidential pursuant to this subsection:*
- (i) Are proprietary or confidential information of the requesting entity;*
  - (ii) Are not a public record; and*
  - (iii) Must not be disclosed to any person who is not an officer or employee of the stadium authority unless the requesting entity consents to the disclosure.*
- (4) Nothing in paragraphs (1) through (3) of this subsection shall limit or otherwise restrict the disclosure or release of information required by the stadium authority as part of any public meeting.*
- (5) As used in this subsection, "proprietary or confidential information" has the meaning ascribed to it in NRS 360.247.*
- (i) The lease agreement(s) shall include the requirement that a lease or sublease with the NFL team certified in subsection 1 of this section, or its affiliate, shall be for a period of not less than 30 years.*
  - (j) The lease agreement shall comply with the provisions of section 23 of this act, independently and when combined with any other agreement entered into by the stadium authority.*
  - (k) The lease agreement(s) shall provide that interest in the Stadium Events Company may be sold or otherwise transferred, in whole or in part, to a related or unrelated third party with the approval of the stadium authority and NFL team. The stadium authority's approval of such transfer of interest shall not be unreasonably withheld.*
  - (l) The lease agreement(s) may include other terms and conditions as deemed necessary and appropriate by the stadium authority board; however, the lease agreement(s) must generally provide that the Stadium Events Company and/or the NFL team shall have full operational control of the NFL stadium project and nothing in such lease agreement(s) may interfere with the discretion to operate the NFL stadium project, including but not limited to not restricting programming or events that may be held in the stadium in any way.*
- 4. In furtherance of the specific duties and responsibilities of the stadium authority as set forth in subsections 1 through 3 of this section, the stadium authority may:*
- (a) Enter into any contracts and other agreements with any person or other entity.*
  - (b) Sue and be sued.*
  - (c) Acquire by purchase, lease, gift, devise, condemnation or otherwise and own, in its own name, all necessary right, title, and interest in and to land and the improvements upon that land as well as any associated air rights and personal property.*
  - (d) Proceed with any undertaking and enter into any contracts or other agreements that the stadium authority determines to be necessary or desirable.*
  - (e) Enter into a lease, ground lease, sublease or management agreement with any party.*
  - (f) Receive any public and private resources necessary to fund, finance and develop the undertaking.*
  - (g) Receive audits and other performance measurements as may be required to ensure that the stadium operations are consistent with the intent of this act. This may include an audit of the lessee(s), but shall not include in any event any right to audit the business of the NFL team generally or the business of any of the developer partners generally.*

*(h) Consider and approve or disapprove an annual capital improvement budget submitted by the lessee(s) and approve or disapprove specific requests for capital improvements made by the lessee(s) or the NFL team.*

*(i) Perform any other acts that may be necessary, convenient, desirable or appropriate to carry out the powers and duties of the stadium authority.*

**SECTION 17. 1.** *The stadium authority shall retain the sole and exclusive right to enter into agreements to provide for the sale, license or transfer of personal seat licenses, stadium builders' licenses or other similar instruments for any and all seats in the NFL stadium project to generate revenues used for construction of the NFL stadium project.*

*2. The stadium authority may not grant any other person the right to enter into such agreements, but it may in its contract with the developer partners, agree that any agreements regarding seat licenses will be made only in consultation with the developer partners, or if applicable, the Stadium Events Company and the NFL team. Such personal seat licenses or similar instruments may contain priority purchase rights to ticketed events in the NFL stadium project, including the NFL team's home games.*

*3. Proceeds from the sale of such personal seat licenses or similar instruments shall be collected by or on behalf of the stadium authority for the benefit of the NFL stadium project and are a payment by purchasers to the owner of the NFL stadium project for special rights of access to events at the NFL stadium project.*

*4. With the consent of the Stadium Events Company and the NFL team, the stadium authority shall have the power to enter into one or more agreements with third parties pursuant to which it sells to each such third party, the right to receive and own the proceeds from the sale, license or transfer of personal seat licenses, stadium builders' licenses or other similar instruments as described in subsection 1, for cash and such other consideration as it deems appropriate to be paid upon sale or over time. Any financing or similar transaction by any such third party to affect such sale:*

*(a) Shall not be deemed a debt of the stadium authority for any purpose;*

*(b) Must not provide for recourse against the stadium authority for any reason, including any actual or alleged non-performance by any person; and*

*(c) Shall not give rise to any obligation of or liability of the stadium authority to any person, including the third party or anyone purchasing a personal seat license or providing financing based on personal seat licenses through such third party or otherwise, but may, with the approval of the Stadium Events Company, provide remedies against the Stadium Events Company.*

*5. The lessees and subleases of the NFL stadium project shall agree to honor the rights granted to purchasers of the personal seat licenses or similar instruments, which are approved by the stadium authority, the Stadium Events Company and the NFL team prior to the execution of any agreement described in subsection 4.*

**SECTION 18. 1.** *The stadium authority and any person to whom the stadium authority delegates any of its powers or duties shall not:*

*(a) Expend or authorize the expenditure of more than \$1,000,000 from the stadium tax account unless the stadium authority has entered into a development agreement pursuant to subsection 2 of section 16, a lease agreement(s) subsection 3 of section 16 of this act, or a combined development and lease agreement.*

*(b) Proceed with any undertaking or issue any securities to defray in whole or in part any cost of any undertaking unless the stadium authority has entered into a development agreement pursuant to*



*subsection 2 of section 16, a lease agreement(s) pursuant to subsection 3 of section 16 of this act, or a combined development and lease agreement.*

**SECTION 19. 1.** *The stadium authority shall dissolve and wind down its affairs in the event that:*

*(a) The stadium authority is unable to certify that an NFL team has committed to locate or relocate to the stadium district as required by subparagraphs (a) and (b) of subsection 1 of section 16 of this act;*

*(b) The stadium authority is unable to certify that the Stadium Events Company has been properly formed pursuant to subparagraph (c) of subsection 1 of section 16 of this act;*

*(c) The stadium authority does not approve a development agreement with the developer partners within 18 months of creation of the stadium district pursuant to section 11 of this act, such agreement may be combined with the lease;*

*(d) The stadium authority does not approve a lease agreement with the Stadium Events Company and/or an NFL Team or its affiliate within 18 months of creation of the stadium district pursuant to section 11 of this act, such agreement may be combined with the development agreement; or*

*(e) Seven of the stadium authority board members vote to dissolve the stadium authority, and the stadium authority has no outstanding financial obligations.*

**2.** *If any of the conditions of subsection 1 are met:*

*(a) The stadium authority shall have 60 days to dissolve and wind down its affairs.*

*(b) The Chair of the stadium authority shall provide notice to the office of the Governor that the stadium authority intends to dissolve and wind down its affairs.*

*(c) The Chair of the stadium authority shall provide notice to the presidents of all public universities within the stadium district that the stadium authority intends to dissolve and wind down its affairs.*

**3.** *All funds remaining in the stadium tax account, stadium capital fund and stadium authority operating accounts shall be transferred to the campus improvement district collegiate stadium tax account created pursuant to subsection 3 of section 37 of this act.*

## **NFL STADIUM PROJECT**

### **PART II | CREATION OF A STADIUM DISTRICT AND IMPOSITION OF ROOM TAX**

**SECTION 20. 1.** *In each county whose population is 700,000 or more, the board of county commissioners shall, by ordinance, create a stadium district to finance an NFL stadium project or a collegiate stadium project. The stadium district consists of all property that is within the county and that is located within a radius of 25 miles from the location where the board of county commissioners have their regular meetings.*

**2.** *Once a stadium district is created, the board of county commissioners shall impose upon all persons in the business of providing lodging in the district a tax at the rate of:*

*(a) Eighty-eight one-hundredths of one percent of the gross receipts from the rental of transient lodging in the primary gaming corridor within the stadium district.*

*(b) One-half of one percent of the gross receipts from the rental of transient lodging in areas within the district but outside of the primary gaming corridor within the stadium district.*

**3.** *The tax imposed by subsection 2 may be shown as an addition to the charge for the rental of transient lodging. The person providing the transient lodging is liable to the county in which the stadium district is located for the tax whether or not it is actually collected from a paying guest.*

**4.** *The taxes imposed by subsection 2 must:*

- (a) Be in addition to all other taxes imposed on the revenue from the rental of transient lodging in the county or city;*
- (b) Be collected and enforced in the same manner as any other tax imposed in the county or city on the gross receipts from the rental of transient lodging; and*
- (c) Be distributed to the stadium authority, which shall use the proceeds of the taxes in the manner set forth in section 21 of this act.*
- (d) Be imposed and collected in each incorporated city in the county in addition to being imposed in the portion of the district which is not in an incorporated city.*
- 5. The tax imposed in subsection 2 of this act shall be effective on the first day of the month that is not less than 3 nor more than 4 months after the adoption of the ordinance imposing the tax.*
- 6. The provisions of NRS 237.030 through 237.150 shall not apply to the adoption of any ordinance creating a stadium district or imposing a tax under this section or any amendment thereof or any other action of the board of county commissioners relating thereto.*
- 7. Any parcel of land, building or other structure which is partially within a district created under this section or the primary gaming corridor described in paragraph (a) of subsection 10 section shall be treated as being wholly within the applicable district or corridor for the purposes of the tax imposed by this section.*
- 8. Except as otherwise provided by subsection 9, all taxes imposed by this section shall sunset:*
- (a) On the first day of the fiscal year that is 33 full fiscal years after the date the tax is first imposed under this section.; or*
- (b) On the first day of the fiscal year following the last fiscal year in which there are bonds or other securities outstanding to which the receipts those taxes are pledged or there is an unexpired lease with Stadium Events Company, and/or NFL team or its affiliate,*  
*Whichever occurs first.*
- 9. Upon full payment of the bonds or other securities to which the receipts the taxes imposed by this section are pledged, the tax rate defined in paragraph (a) of subsection 2 shall be reduced to a rate determined by the board of county commissioners to be sufficient for the stadium authority to meet its recurring obligations.*
- (a) The recurring obligations of the stadium authority shall be limited to the normal operating expenses and recurring capital maintenance obligations of the stadium authority for the NFL stadium project.*
- (b) The combined tax reduced pursuant to this subsection shall not exceed one-eighth of one percent.*
- 10. As used in this section:*
- (a) "Primary gaming corridor" shall:*
- (1) Be defined in terms of its geographic boundaries by the board of county commissioners within 30 days of creating the stadium district;*
- (2) Be generally based on the geographic area comprising the submarket within the stadium district with greatest amount of gaming revenue as reported in the latest edition of the Nevada Gaming Control Board Gaming Abstract;*
- (3) Be a single, contiguous area.*
- (4) Include gaming and non-gaming businesses that exist within the primary gaming corridor and collect taxes imposed on the rental of transient lodging, which shall be subject to the taxes imposed by subsection 2 whether or not they are specifically included in the Nevada Gaming Control Board Gaming Abstract.*
- (5) The decision of the board of county commissioners establishing the boundaries, and any amendment thereof, is conclusive, absent fraud. After bonds are issued under this act, the boundaries*

*of the primary gaming corridor are fixed and may not be amended until all bonds secured by any tax authorized under this act are paid in full and retired, except that the board of county commissioners may amend the boundaries to add additional property, which the board finds would have been included in those boundaries if the primary resort corridor was being established on the date of the action to include additional properties in the primary gaming corridor.*

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

**NFL STADIUM PROJECT**  
**PART III | STADIUM AUTHORITY USE OF FUNDS**

**SECTION 21.** *1. The stadium authority shall create a stadium tax account and deposit into such account any proceeds of the taxes imposed by subsection 2 of section 20 of this act received by the stadium authority.*

*2. Except as otherwise provided in subsection 3 or 4, before the issuance of any securities pursuant to section 24 of this act, the stadium authority shall use the proceeds of the taxes imposed by subsection 2 of section 20 of this act and any applicable penalty or interest solely to pay all or part of the cost to acquire, construct, lease, improve, equip, operate and maintain within the boundaries of the district an NFL stadium project or to establish a bond reserve fund and other reserves to secure any bonds or other securities issued pursuant to section 24 of this act, or any combination thereof, as directed by the stadium authority.*

*3. Except as otherwise provided in subsection 4, the stadium authority shall not expend any of the proceeds of the taxes imposed by subsection 2 of section 20 of this act to pay any costs to acquire, construct, lease, improve, equip, operate or maintain an NFL stadium project unless all of the requirements of section 13 of this act have been met.*

*4. The stadium authority may expend up to \$1,000,000 from the stadium tax account to execute its duties as set forth in sections 13 through 19 of this act prior to the issuance of bonds or other securities pursuant to section 24 of this act. After the issuance of bonds or other securities pursuant to section 24, stadium authority expenditures shall be governed by section 22 of this act.*

**SECTION 22.** *1. After bonds or other securities are issued under section 24 of this act, the stadium authority shall use the proceeds of the tax imposed under subsection 2 of section 20 of this act, and any penalties or interest only for the following, listed in order of funding priority:*

*(a) Payment of amounts needed to pay principal, interest or other costs due in that year in connection with any bonds or other securities issued to finance or refinance the stadium construction, including any reserve funds created to secure the payment of such bonds, and including any past due amounts from any prior years;*

*(b) Payment of the administrative costs of the stadium authority of not more than \$2,000,000 per year;*

*(c) In the event that the Stadium Events Company or any other lessee fails to perform or otherwise breaches an agreement with the stadium authority entered into pursuant to subsection 3 of section 16 of this act, supplemental operations and maintenance cost of the NFL stadium project should such funding be required to fill a gap in the stadium operating budget.*

*(d) Contributions to the police department in the stadium district to support enhanced police protective services within one or more primary gaming corridors within the district of \$4,000,000 per year;*

*(e) Payments to a public university in the event that the university operated a stadium in the stadium district prior to the construction of the NFL stadium project to mitigate demonstrated losses to that university as a result of the operations of the NFL stadium project of not more than \$3,500,000 for a period of not more than exceeding ten years;*

*(1) The ten-year period shall be ten consecutive fiscal years commencing from the fiscal year in which the NFL stadium project first opens to the public.*

*(2) Demonstrated losses to the university shall include lost net income for the university from football-related events and non-football events hosted at the university's existing stadium. Demonstrated losses shall also consider incremental net income for the university generated by the university's use of the NFL stadium project.*

*(3) The base year for calculating net income changes for the university shall be determined mutually by the stadium authority and the university based on the fiscal year most representative of the university's net income without the NFL stadium project, but that base year shall not be earlier than fiscal 2015-2016.*

*(f) Creation of and contributions to a debt service reserve fund.*

*(1) Annual contributions to the in an amount of \$9,000,000 per year until such time as the maximum required debt service reserve level is reached as calculated pursuant to paragraph (e)(2) of this subsection.*

*(2) The maximum required debt service reserve level shall be:*

*(i) Not less than two times the annual debt service for the prior year, in any year in which the debt service coverage ratio on the bonds or other securities issued pursuant to section 24 of this act is less than or equal to 2.0x.*

*(ii) Not less than one and one-half times annual debt service for the prior year, in any year in which the debt service coverage ratio on the bonds or other securities issued pursuant to section 24 of this act is greater than 2.0x but less than or equal to 2.5x.*

*(iii) Not less than one times annual debt service for the prior year, in any year in which the debt service coverage ratio on the bonds or other securities issued pursuant to section 24 of this act is greater than 2.5x but less than or equal to 3.0x.*

*(iv) Not less than one-half times annual debt service for the prior year, in any year in which the debt service coverage ratio on the bonds or other securities issued pursuant to section 24 of this act is greater than 3.0x but less than or equal to 3.5x.*

*(v) Zero in any year in which the debt service coverage ratio on the bonds or other securities issued pursuant to section 24 of this act is greater than 3.5x.*

*(3) Funds held in the debt service reserve fund will be available to fund stadium authority debt service in the event that there is a revenue shortfall in any future year.*

*(4) Once the bonds have been repaid, the reserve will be transferred to the stadium capital improvement fund;*

*(g) Upon completion of the NFL stadium project, creation and contribution to a stadium capital improvement fund in an amount of at least \$5,000,000 per year.*

*(h) All remaining amounts shall be contributed to the creation and maintenance of a fund to provide early debt retirement, additional capital improvements to the stadium in an amount determined by the stadium authority, and to fund any required infrastructure on or around the site of the NFL stadium project, provided that no payment will be made under this provision that would violate any*

*covenant made in connection with the bonds issued by the county under section 24, and if a payment would violate such a covenant, the amount of the payment will be used for such purpose as specified in the ordinance or other instrument under which the bonds are issued.*

*2. Allocations of funds available after all bond and other current debt obligations of the stadium authority are paid shall be at sole discretion of the stadium authority, but those expenditures shall be restricted to those items set forth in paragraphs (b), (c), (g) and (h) of subsection 1.*

*3. Not-to-exceed and minimum payment amounts set forth in paragraphs (b), (d) and (g) of subsection 1 shall be adjusted annually by the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average (All Items), published by the United States Department of Labor, between the effective date of this act and July 1 of each subsequent fiscal year.*

#### **NFL STADIUM PROJECT**

#### **PART IV | SPECIAL PROVISIONS ON THE FUNDING, FINANCING AND ALLOCATION OF AVAILABLE FUNDS SOURCED TO THE STADIUM PROJECT**

**SECTION 23. Please see Decision Point #2.**

#### **NFL STADIUM PROJECT**

#### **PART V | ISSUANCE OF STADIUM PROJECT CONSTRUCTION BONDS**

**SECTION 24. 1. If:**

*(a) All certifications and other requirements of subsection 1 of section 16 have been met; and the stadium authority determines that the proceeds of the taxes imposed by subsection 2 of section 20 of this act are sufficient to establish a debt service coverage ratio of at least 1.5x on securities issued, to defray in whole or in part the cost to acquire, construct, lease, improve, equip, operate and maintain an NFL stadium project, the board of county commissioners in which the stadium district is located, at the request of the stadium authority, shall issue general obligations of the county in an amount not to exceed \$750,000,000.*

*2. The securities authorized by this subsection must be issued pursuant to the Local Government Securities Law.*

*3. The proceeds of any bonds issued pursuant to this subsection, after payment of the costs of issuing those bonds, and making provision for any required reserves, must be allocated to the stadium authority to be used for the NFL stadium project.*

*4. The board of county commissioners shall not issue the bonds authorized by paragraph (a) of subsection 1 unless:*

*(a) The construction contract for the NFL stadium project is a guaranteed maximum price contract with a contingency amount of ten percent of the estimated hard costs of the project or such lesser percentage, but not less than five percent, as is determined to be adequate by the stadium authority.*

*(b) The security provided by the contractor to guaranty timely performance of the construction of the project and liquidated damages related thereto, is determined to be adequate by the stadium authority;*

*(c) The developer partners provide a financing commitment reasonably satisfactory to the stadium authority sufficient to pay the portion of the estimated cost of the stadium project that is to be paid from sources other than the county funds plus a contingency amount approved by the stadium*



*authority, which must be ten percent of the estimated construction cost of the stadium project as described in section 23.1.(c)(1)(I), which commitment is secured by any combination of the following totaling the amount of such costs to be paid from sources other than County funds plus the approved contingency amount:*

*(i) An irrevocable deposit of cash into a stadium project construction fund in trust by a commercial bank with trust powers established by the developer partners and the stadium authority that cannot be used for any purpose other than the payment of stadium project costs until those costs have been paid in full;*

*(ii) Closed construction debt financing, from a lender or lenders rated A- or better by Standard and Poor's or A3 or better by Moody's which provides draws for construction of the stadium project interest during construction and costs of issuance. Draws under the construction debt financing may be subject to conditions precedent including, without limitation, delivery of proof of the availability of County funds, delivery of satisfactory reports from an independent engineer certifying, among other things, that work being paid for under such construction debt financing has been completed and that stored materials have been verified, conditions required by bank regulations or regulators, and confirmations relating to the insurance for the stadium project, and such conditions precedent may also be required by the county or the stadium authority to allow a draw on bond funds held on deposit in a separate bond funded stadium project construction fund that is also held in trust by a commercial bank with trust powers;*

*(iii) Closed NFL financing, provided that the lender is rated A- or better by Standard and Poor's or A3 or better by Moody's, which allows draws for construction of the NFL stadium project and no other purpose until those costs have been paid in full. Draws under the NFL financing may be subject to conditions precedent similar to those allowed for the construction debt financing described in (ii) above or*

*(iv) Irrevocable letters of credit or commitments to fund stadium project construction costs, which irrevocably and unconditionally allow draws to fund construction of the stadium project and no other purpose until those costs have been paid in full provided by a bank with at least one billion dollars (\$1,000,000,000) of assets and an A or better rating by Standard and poor's and A2 or better Rating by Moody'.*

*The rating requirements in the above clauses (ii), (iii) and (iv) may be met by a rating equivalent to the rating specified above from another nationally recognized rating agency as approved by the stadium authority.*

*(d) Payment of construction costs for the stadium project will be made over time by both the county and the developer partners. The initial \$150,000,000 of project costs must be paid by the development partners. Payments after the initial \$150,000,000 of project costs will be pro-rata based on the percentage of the total cost of the stadium project to be paid from county funds as compared to the costs to be paid from sources other than county funds. The mechanics of the monthly draw process will be delineated in a trust agreement or agreements which agreements will ensure that no County money is expended unless developer partners' funds are also expended simultaneously and vice versa, except that the first \$150,000,000 of costs will be paid from the developer partner's funds. The construction funds trust agreements will detail the evidence required to be provided before a draw can be made as well as requirements for an independent engineer to review all work prior to payment of funds. In addition, the independent engineer will review the stadium project sources and uses of funding each month. If the independent engineer determines there is a need for additional project funds due to a cost overrun, no payments can be made from county funds until the cost overrun is funded with a source described in (i), (ii), (iii), or (iv) above.*

*(e) As used in this subsection 4, “county funds” means monies derived from county bonds issued under this act and taxes on transient lodging imposed under this act.*

*(f) A finding by the board of county commissioners that the requirements of subsection 4 of this section have been met or will be met at the time of delivery of the bonds is conclusive absent fraud..*

**NFL STADIUM PROJECT**  
**PART VI | APPLICABILITY OF STATE PUBLIC WORKS PROVISIONS**

**SECTION 25. 1.** *Except as otherwise provided in this act and notwithstanding any other provision of law to the contrary:*

*(a) Any contract, lease, sublease, lease-purchase agreement, management agreement or other agreement entered into pursuant to this act by the stadium authority, the developer partners or any related entity relating to the NFL stadium project financed in whole or in part pursuant to this act, and any contract, lease, sublease, lease-purchase agreement, management agreement or other agreement that provides for the design, acquisition, construction, improvement, repair, demolition, reconstruction, equipment, financing, promotion, leasing, subleasing, management, operation or maintenance of such an undertaking or any portion thereof, or the provision of materials or services for such an undertaking are exempt from any law:*

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

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

*(3) Limiting the term of any agreements of a type described in this paragraph.*

*(b) The provisions of chapter 341 of NRS do not apply to any undertaking financed in whole or in part pursuant to this act or to any agreement of a type described in paragraph (a).*

*(c) The provisions of chapter 338 of NRS do not apply to any undertaking financed in whole or in part pursuant to this act or to any agreement of a type described in paragraph (a), except that:*

*(1) The provisions of NRS 338.013 to 338.090, inclusive, apply to any construction work to be performed under any contract or other agreement pertaining to such an undertaking even if the estimated cost of the construction work is not greater than \$100,000 or the construction work does not qualify as a public work, as defined in subsection 16 of NRS 338.010;*

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

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

*2. The stadium authority and any prime contractor, construction manager or project manager selected by the stadium authority shall competitively bid all subcontracts involving construction which the stadium authority determines can be competitively bid without affecting the quality of the project. Any determination by the stadium authority that such a subcontract can or cannot be competitively bid without affecting the quality of the project is conclusive in the absence of fraud or a gross abuse of*

*discretion. The stadium authority shall establish one or more procedures for competitive bidding which:*

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

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

*(c) Must provide a preference for Nevada subcontractors in a manner that is similar to, and with a preference that is equivalent to, the preference provided in NRS 338.1389.*

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

*4. For purposes of this section, "undertaking" refers to an NFL stadium project as defined in section 7 of this act.*

**SECTION XX. Please see Decision Point #3.**

**TRANSITION: TRANSFERRING UNUSED REVENUES FROM THE NFL STADIUM PROJECT TO COLLEGIATE STADIUM PROJECT TO FAIR AND RECREATION BOARD**

**SECTION 26. 1.** *In the event that the requirements of section 16 of this act are not met, and an NFL stadium project is not constructed:*

*(a) After having received notice of this fact pursuant to paragraph (c) subsection 2 of section 19 of this act that an NFL stadium project will not be constructed, a university in the district shall have 90 days to notify the Governor and the director of Legislative Counsel Bureau of the university's intent to construct a collegiate stadium project with the district.*

*(b) That university will have 24 months from the date the president of the university receives the notice pursuant to paragraph (c) subsection 2 of section 19 of this act to secure a commitment of at least \$200,000,000 in private funding, including without limitation revenues sourced to the collegiate stadium itself, for the acquisition, construction, lease, improvement, equipment, operation or maintenance of a collegiate stadium within the boundaries of the district.*

*2. If the funding commitment required by paragraph (b) of subsection 1 are met within the established timeframe, the campus improvement authority may use the remaining proceeds of the taxes imposed by subsection 2 of section 20 of this act and the proceeds of the tax imposed by subsection 1 of section 36 of this act to acquire, construct, lease, improve, equip, operate or maintain a collegiate stadium project within the boundaries of the stadium district, and to pay for any bonds or other securities issued for that purpose, including refunding securities.*

*3. If, within the period prescribed by paragraph (b) of subsection 1, no university within the boundaries of the stadium district has raised the required private funding, the remaining taxes imposed by subsection 2 of section 20 of this act and the taxes imposed by subsection 1 of section 36 of this act shall be distributed to the county fair and recreation board for the payment of outstanding securities issued to finance the renovation and expansion of its facilities located with the stadium district.*

*4. The board of county commissioners shall, within 60 days of funds being transferred to the county fair and recreation board pursuant to subsection 2, sunset any taxes imposed by subsection 2 of section 20 of this act and the taxes imposed by subsection 1 of section 36 of this act.*

**COLLEGIATE STADIUM PROJECT**  
**ADDITIONAL, SECTION-SPECIFIC DEFINITION**

**SECTION 27.** *For purposes of sections 28 through 39 of this act, “undertaking” means any enterprise to acquire, construct, improve, equip, operate or maintain, or any combination thereof, a collegiate stadium project and such other projects, improvements or facilities related to the development of a collegiate stadium deemed necessary or desirable by the campus improvement authority.*

**COLLEGIATE STADIUM PROJECT**  
**PART I | CAMPUS IMPROVEMENT BOARD FORMATION, POWERS AND AUTHORITIES**

**SECTION 28. 1.** *Upon receiving notice that stadium authority intends to dissolve and wind down its affairs pursuant to paragraph (c) of subsection 2 of section 19 of this act, the president of a public university within the stadium district may create a campus improvement authority.*

*(a) The campus improvement authority shall be comprised of nine members appointed as follows:*

*(1) Four members appointed by the university’s board of regents.*

*(i) One of these members must be either a member of the university’s board of regents or an officer of the university and the remainder must be members of the university’s board of regents.*

*(2) One member appointed by the Governor.*

*(3) One member appointed by the board of county commissioners for the county in which the stadium district is located and must be either a member of the board of county commissioners or an officer of that county.*

*(4) One member appointed by the county fair and recreation board of the county in which the stadium district is located and must be a member of the county fair and recreation board who is not also a member of a board of county commissioners.*

*(5) Two members appointed by the members appointed pursuant to paragraphs (1) to (4), inclusive. Each of these members must be employed in an executive position in the county by a business in the tourism, hotel and gaming industry in which the stadium district.*

**2.** *A vacancy on the board occurs when a member:*

*(a) Dies or resigns;*

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

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

**3.** *The campus improvement authority constitutes:*

*(a) A body corporate and politic; and*

*(b) A political subdivision of this State, the boundaries of which are conterminous with the boundaries of the stadium district.*

**4.** *A vacancy in the campus authority board must be filled for the remainder of the unexpired term in the same manner as the original appointment pursuant to subsection 1, except that, notwithstanding any provision of this section to the contrary, a member appointed pursuant to paragraph (5) of subsection 1 whose position becomes vacant as the result of his or her cessation of employment in an executive position in the county by a business in the tourism, hotel and gaming industry may be reappointed to serve the remainder of his or her unexpired term.*

*5. No member of the campus improvement authority may receive any compensation for serving as a member or officer of the board.*

*6. The members of the campus improvement authority constitute public officers for the purposes of chapter 281A of NRS.*

**SECTION 29. 1.** *At the initial meeting of the campus improvement authority, the board of the campus improvement district shall appoint:*

*(a) One of its members as Chair;*

*(b) One of its members as Vice Chair; and*

*(c) A Secretary and a Treasurer, who may be one person.*

*2. The Vice Chair shall serve as Chair when the position of Chair is vacant or when the Chair is absent from any meeting.*

*3. The campus improvement authority shall meet regularly in the stadium district at such times and places as it designates.*

*(a) Special meetings may be held at the call of the Chair, upon notice to each member of the campus improvement authority, as often as the needs of the campus improvement authority require.*

*(I) Except as otherwise provided in subsection 5 of 19 NRS 281A.420:*

*(b) Six of the members of campus improvement authority shall constitute a quorum.*

*(c) The campus improvement authority may take action only by a motion or resolution adopted with the approval of at least six members of its membership.*

*4. The campus improvement district constitutes a public body for the purposes of chapter 241 of NRS.*

**SECTION 30. 1.** *The Secretary of the campus improvement authority shall keep:*

*(a) Audio recordings or transcripts of all meetings of the campus improvement authority;*

*(b) Minutes of all the meetings of the campus improvement authority;*

*(c) A record of all the proceedings and actions of the campus improvement authority;*

*(d) Any certificates issued or received by the campus improvement authority;*

*(e) Any contracts made by the campus improvement authority; and*

*(f) Any bonds required by the campus improvement authority from its employees.*

*2. Except as otherwise provided in NRS 241.035, the records and information required by subsection 1 must be open to inspection by any interested person at any reasonable time and place.*

*3. The Treasurer of the campus improvement authority shall keep, in permanent records, strict and accurate accounts of all money received by and disbursed for and on behalf of the campus improvement authority.*

*4. The Secretary and Treasurer of the campus improvement authority do not constitute a part of the staff of the campus improvement authority for the purposes of section 30 of this act.*

**SECTION 31. 1.** *The campus improvement authority may retain such staff as it determines to be necessary to conduct the activities of the campus improvement authority. It may:*

*(a) Hire the members of its staff as employees;*

*(b) Contract with any governmental entity or other person to provide the persons to serve as its staff;*  
*or*

*(c) Retain the members of its staff using any combination of the methods described in paragraphs (a) and (b).*

*2. The campus improvement authority shall specify:*

*(a) The powers and duties of the members of its staff; and*



- (b) The amount and basis of compensation for the members of its staff; and*
- (c) May delegate any of its powers and duties to any member of its staff as it determines to be appropriate, except that the campus improvement authority shall not delegate:
  - (1) Any of the specific obligations or responsibilities of the campus improvement authority imposed by sections 28 to 31, inclusive, paragraph (d) or (e) of subsection 1 of section 33, subsection 2 of section 34 or section 35 of this act; or*
  - (2) Any ability to bind the campus improvement authority to a contract that could require an expenditure by the campus improvement authority in excess of such an amount as the campus improvement authority determines to be appropriate, which amount must not exceed the sum of \$500,000, as adjusted by the percentage change between the effective date of this act and July 1 of the fiscal year the delegation is made in the Consumer Price Index for All Urban Consumers, U.S. City Average (All Items), published by the United States Department of Labor.**

**SECTION 32. *The campus improvement authority:***

- 1. Shall adopt a seal;*
- 2. May adopt, and from time to time amend or repeal, as it determines to be necessary or desirable, appropriate bylaws, rules and regulations, not inconsistent with the provisions of this act, for carrying on the business and affairs of the campus authority board; and*
- 3. Shall create a collegiate stadium tax account, a collegiate stadium capital projects fund and a campus improvement authority operating account to carry out the provisions of this act.*

**SECTION 33. *1. Except as otherwise provided in section 34 of this act, the board of the campus improvement authority may:***

- (a) Enter into any contracts and other agreements with any person or other entity that the campus improvement authority determines to be necessary or desirable to conduct the business of the campus improvement authority.*
- (b) Sue and be sued.*
- (c) Proceed with any undertaking and enter into any contracts or other agreements that the campus improvement authority determines to be necessary or desirable therefor. The contracts and other agreements authorized by this subsection:
  - (1) May include, without limitation, contracts or other agreements relating to the construction, acquisition, lease, lease-purchase, gift, equipment, maintenance, insurance, operation, management, promotion or advertising of any undertaking or any part thereof; and*
  - (2) Are not subject to the limitations of subsection 1 of NRS 354.626.**
- (d) Enter into a lease, ground lease or management agreement with the Nevada System of Higher Education authorizing the campus improvement authority to lease from the System any portion of the land area owned by the System and any improvements thereon, or to manage any such land or improvements for the System, on such terms as may be acceptable to the campus improvement authority and the university's board of regents and which do not violate any covenants concerning any securities issued by the board of regents, provided that:
  - (I) The property subject to the lease, ground lease or management agreement is limited to:
    - (I) Land and improvements that will be developed and used to carry out the development of a collegiate stadium project; and*
    - (II) Any other land, improvements and appurtenances that the university's board of regents determines to be necessary or desirable to carry out the development of a collegiate stadium project;***

*(2) The university's board of regents is entitled to limit any uses, rates, charges or other factors pertaining to the property subject to the lease, ground lease or management agreement by including the limitations in the agreement; and*

*(3) After any indebtedness incurred to improve the property subject to the lease, ground lease or management agreement has been retired or defeased and any other contracts and obligations of the campus improvement authority pertaining to that property have been satisfied and terminated, the improvements will become the property of the Nevada System of Higher Education and will no longer be subject to the lease, ground lease or management agreement.*

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

*(1) One or more subleases of all or any portion of any land or improvement leased to the campus improvement authority;*

*(2) One or more management agreements to provide for the management by that person or other entity of any land or improvement that the campus improvement authority is authorized to manage, control or occupy;*

*(3) One or more leases or management agreements pertaining to any undertaking or any facility owned by the campus improvement authority; or*

*(4) Any combination of the agreements described in subparagraphs (1), (2) and (3), on such terms as may be acceptable to the campus improvement authority and which are not inconsistent with the terms of the lease, ground lease or management agreement with the Nevada System of Higher Education pursuant to which the campus improvement authority has possession or control of the subject property. The leases, subleases and management agreements authorized by this subsection are not subject to the limitations of subsection 1 of NRS 354.626.*

*(f) Fix, and from time to time increase or decrease, fees, rates, tolls, rents or charges for services or facilities furnished in connection with any undertaking and take such action as may be necessary or desirable to affect their collection or, by contract or other agreement described in paragraph (d) or (e), authorize another person or entity to fix, from time to time increase or decrease, and collect all or any designated portion of such fees, rates, tolls, rents or charges. Such fees, rates, tolls, rents or charges must be consistent with or allowed by the lease, ground lease or management agreement with the System pursuant to which the campus improvement authority has possession or control of the land or improvements upon which the undertaking is located.*

*(g) Receive, control, invest and order the expenditure of pledged revenues and any other money pertaining to or derived from any undertaking, including, without limitation, any grants from the Federal Government, the State, the County or any incorporated cities in the County, or from any other person or entity, for the purposes described in section 37 of this act.*

*(h) Except as otherwise provided in this act, exercise all or any part or combination of the powers and duties of the campus improvement authority set forth in this act.*

*(i) Perform any other acts that may be necessary, convenient, desirable or appropriate to carry out the purposes and provisions of this act.*

*2. If the campus improvement authority has no indebtedness or other financial obligations, the campus improvement authority board, by an affirmative vote of at least six of its members, may dissolve.*

**SECTION 34. 1. The board of the campus improvement authority and any person to whom the campus improvement authority delegates any of its powers or duties shall not:**

*(a) Expend or authorize the expenditure of any money in the collegiate stadium tax account unless the board of the campus improvement authority has entered into a lease, ground lease or management*

*agreement with the Nevada System of Higher Education pursuant to paragraph (d) of subsection 1 of section 33 of this act which authorizes a specific undertaking.*

*(b) Proceed with any undertaking or issue any securities to defray in whole or in part any cost of any undertaking unless the campus improvement authority has entered into a lease, ground lease or management agreement with the Nevada System of Higher Education pursuant to paragraph (d) of subsection 1 of section 33 of this act which authorizes that undertaking.*

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

**SECTION 35. 1. Except as otherwise provided in this act and notwithstanding any other provision of law to the contrary:**

*(a) Any contract, lease, sublease, lease-purchase agreement, management agreement or other agreement entered into pursuant to this act by the campus improvement authority, the Nevada System of Higher Education or any related entity relating to any undertaking financed in whole or in part pursuant to this act, and any contract, lease, sublease, lease-purchase agreement, management agreement or other agreement that provides for the design, acquisition, construction, improvement, repair, demolition, reconstruction, equipment, financing, promotion, leasing, subleasing, management, operation or maintenance of such an undertaking or any portion thereof, or the provision of materials or services for such an undertaking are exempt from any law:*

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

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

*(3) Limiting the term of any agreements of a type described in this paragraph.*

*(b) The provisions of chapter 341 of NRS do not apply to any undertaking financed in whole or in part pursuant to this act or to any agreement of a type described in paragraph (a), except that the provisions of paragraph (a) of subsection 9 of NRS 341.100 and of NRS 341.105 apply to any such undertaking.*

*(c) The provisions of chapter 338 of NRS do not apply to any undertaking financed in whole or in part pursuant to this act or to any agreement of a type described in paragraph (a), except that:*

*(1) The provisions of NRS 338.013 to 338.090, inclusive, apply to any construction work to be performed under any contract or other agreement pertaining to such an undertaking even if the estimated cost of the construction work is not greater than \$100,000 or the construction work does not qualify as a public work, as defined in subsection 16 of NRS 338.010;*

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

*(3) The campus improvement authority, any contractor who is awarded a contract or enters into an agreement to perform the construction, alteration, repair or remodeling of such an undertaking and any subcontractor on the undertaking shall comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same manner as if the State had undertaken the project or had awarded the contract.*

*2. The campus improvement authority and any prime contractor, construction manager or project manager selected by the campus improvement authority shall competitively bid all subcontracts involving construction which the campus improvement authority determines can be competitively bid without affecting the quality of the project. Any determination by the campus improvement authority that such a subcontract can or cannot be competitively bid without affecting the quality of the project*

*is conclusive in the absence of fraud or a gross abuse of discretion. The campus improvement authority shall establish one or more procedures for competitive bidding which:*

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

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

*(c) Must provide a preference for Nevada subcontractors in a manner that is similar to, and with a preference that is equivalent to, the preference provided in NRS 338.1389.*

*3. Any determination by the campus improvement authority regarding the establishment of one or more procedures for competitive bidding, and any determination by the campus improvement authority or its prime contractor, construction manager or project manager regarding the award of a contract to any bidder is conclusive in the absence of fraud or a gross abuse of discretion.*

### **COLLEGIATE STADIUM PROJECT**

#### **PART II | REDUCTION OF ROOM TAX DEDICATED TO COLLEGIATE STADIUM PROJECT**

**SECTION 36. 1.** *If the stadium authority has provided notice of its intent to dissolve and wind down its affairs pursuant to section of this act and a campus improvement authority has been created pursuant to section 28 of this act, the board of county commissioners in the stadium district shall reduce the taxes imposed under subsection 2 of section 20 to the following rates:*

*(a) Three-eighths of one percent of the gross receipts from the rental of transient lodging in the primary gaming corridor within the stadium district.*

*(b) One-quarter of one percent of the gross receipts from the rental of transient lodging in areas within the stadium district but outside of a primary gaming corridor.*

**2.** *Except as otherwise provided by subsection 3, all taxes imposed by this section shall sunset:*

*(a) On the first day of the fiscal year that is thirty-three full fiscal years after the tax imposed under section 20 of this act is first reduced as provided in subsection 1; or*

*(b) On the first day of the fiscal year following the last fiscal year in which there are bonds or other securities outstanding to which the receipts of that tax are pledged, Whichever occurs first.*

**3.** *Upon full payment of the bonds or other securities to which the receipts the taxes imposed by this section are pledged, the tax rate defined in subsection 1 shall be reduced to a rate determined by the board of county commissioners to be sufficient for the campus improvement authority to meet its recurring obligations.*

*(a) The recurring obligations of the campus improvement authority shall be limited to the normal operating expenses and recurring capital maintenance obligations of the campus improvement authority for the collegiate stadium project.*

*(b) The combined tax reduced pursuant to this subsection shall not exceed one-tenth of one percent.*

**3.** *In addition to the rate sunset requirements set forth in subsection 2, in the event tax rates are reduced pursuant to subsection 1, taxes imposed by this section shall not be reduced further or otherwise modified for a period of two years following the rate reduction.*

**4.** *As used in this section:*

*(a) "Primary gaming corridor" shall:*

*(1) Be defined in terms of its geographic boundaries by the board of county commissioners within 30 days of creating the stadium district;*

*(2) Be generally based on the geographic area comprising the submarket within the stadium district with the greatest amount of gaming revenue as reported in the latest edition of the Nevada Gaming Control Board Gaming Abstract;*

*(3) Be a single, contiguous area.*

*(4) Include gaming and non-gaming businesses that exist within the primary gaming corridor and collect taxes imposed on the rental of transient lodging, which shall be subject to the taxes imposed by subsection 2 whether or not they are specifically included in the Nevada Gaming Control Board Gaming Abstract.*

*(5) The decision of the board of county commissioners establishing the boundaries, and any amendment thereof, is conclusive, absent fraud. After bonds are issued under this act, the boundaries of the primary gaming corridor are fixed and may not be amended until all bonds secured by any tax authorized under this act are paid in full and retired, except that the board of county commissioners may amend the boundaries to add additional property, which the board finds would have been included in those boundaries if the primary resort corridor was being established on the date of the action to include additional properties in the primary gaming corridor.*

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

### **COLLEGIATE STADIUM PROJECT**

#### **PART III | CAMPUS IMPROVEMENT AUTHORITY USE OF FUNDS**

**SECTION 37. 1.** *The campus improvement authority shall create a collegiate stadium tax account and deposit into such account any proceeds of the taxes imposed by section 36 of this act received by the campus improvement authority.*

*2. Except as otherwise provided in subsection 3 or 4, before the issuance of any securities pursuant to section 40 of this act, the campus improvement authority shall use the proceeds of the taxes imposed by subsection section 36 of this act and any applicable penalty or interest solely to pay all or part of the cost to acquire, construct, lease, improve, equip, operate and maintain within the boundaries of the stadium district a collegiate stadium project or to establish a bond reserve fund and other reserves to secure any securities issued pursuant to section 40 of this act, or any combination thereof, as directed by the campus improvement authority.*

*3. The campus improvement authority shall not expend any of the proceeds of the taxes imposed by section 36 of this act to pay any costs to acquire, construct, lease, improve, equip, operate or maintain a collegiate stadium project until the campus improvement authority has entered into a lease, ground lease or management agreement with the Nevada System of Higher Education pursuant to paragraph (d) of subsection 1 of section 33 of this act which authorizes that undertaking.*

**SECTION 38. 1.** *After bonds or other securities are issued under section 40 hereof, the campus improvement authority shall use the proceeds of the tax imposed under section 36 of this act, any funds transferred from the stadium authority to the campus improvement authority pursuant to subsection 3 of section 19 of this act and any penalties or interest received only for the following:*  
*(a) Payment of amounts needed to pay principal, interest or other costs due in that year in connection with any bonds or other securities issued to finance or refinance the stadium construction, including any reserve funds created to secure the payment of such bonds, and including any past due amounts from any prior years; and*



*(b) Costs of capital improvements to the collegiate stadium and the creation and maintenance of a fund to provide capital improvements to the collegiate stadium in an amount determined by the campus improvement authority.*

**SECTION 39. 1.** *If the campus improvement authority does not raise funds required by paragraph (b) of subsection 1 of section 26 of this act within the time allocated by that section, notwithstanding any other provision of this act to the contrary, the campus improvement authority shall:*

*(a) Remit all funds deposited in the stadium infrastructure account to the fair and recreation board within the stadium district;*

*(b) Wind up the affairs of the campus improvement authority; and*

*(c) Dissolve the campus improvement authority pursuant to subsection 2 of section 33 of this act.*

**2.** *After dissolution, all the remaining assets of the campus improvement authority shall become property of the Nevada System of Higher Education.*

### **COLLEGIATE STADIUM PROJECT**

#### **PART IV | ISSUANCE OF COLLEGIATE STADIUM BONDS**

**SECTION 40. 1.** *If:*

*(a) General obligations of the county are not issued pursuant to section 24 of this act;*

*(b) Within 24 months after notice has been provided pursuant to paragraph (c) of subsection 3 of section 19 of this act, a university located within the stadium district has secured a commitment of at least \$200,000,000 in private funding, including without limitation revenues sourced to the collegiate stadium itself, for the acquisition, construction, lease, improvement, equipment, operation or maintenance of a football stadium within the boundaries of the district; and*

*(c) The campus improvement authority determines that the proceeds of the taxes imposed by section 36 of this act are sufficient to establish a debt service coverage ratio of at least 1.5x on securities issued to defray in whole or in part the cost to acquire, construct, lease, improve, equip, operate and maintain a collegiate football stadium, the board of county commissioners of the county in which the district is located, at the request of the campus improvement authority, may issue general obligations of the county in an amount not to exceed \$300,000,000.*

**2.** *The board of county commissioners shall not issue the bonds authorized by paragraph (c) of subsection 1 unless:*

*(a) The construction contract for the collegiate stadium project is a guaranteed maximum price contract with a contingency amount of ten percent of the estimated hard costs of the project or such lesser percentage as is determined to be adequate by the campus improvement authority; and*

*(b) The security provided by the contractor to guaranty timely performance of the construction of the project and liquidated damages related thereto, is determined to be adequate by the campus improvement authority.*

*(c) The university, which has secured a commitment for funding in the amount of at least \$200,000,000 for the collegiate stadium project as required by this act, provides a financing commitment reasonably satisfactory to the college improvement authority for such \$200,000,000, which commitment is secured by any combination of the following, which aggregate totals at least \$200,000,000:*

*(1) An irrevocable deposit of cash into an escrow held in trust by a commercial bank with trust powers that cannot be used for any purpose other than the payment of collegiate stadium project costs until those costs have been paid in full;*

*(2) Closed construction debt financing, which irrevocably and unconditionally allows draws for construction of the collegiate stadium project and no other purpose until those costs have been paid in full; and*

*(3) Irrevocable letters of credit or surety bonds or commitments to fund construction costs, which irrevocably and unconditionally allow draws for construction of the collegiate stadium project and no other purpose until those costs have been paid in full.*

*3. The obligated party on any security for payment of costs as described in subparagraphs (ii) or (iii) of paragraph (c) of subsection 2 must be rated, or its obligation described above must be guaranteed by an entity that is rated, A2 or better by Moody's or A or better by Standard and Poor's or an equivalent rating from another rating agency that provides ratings on security of the type being provided.*

*4. A finding by the Board of County Commissioners that the requirements of subsection 2 of this section have been met or will be met at the time of delivery of the bonds is conclusive absent fraud.*

*5. The securities authorized by this subsection must be issued pursuant to the Local Government Securities Law. 6. The proceeds of any bonds issued pursuant to this subsection, after payment of the costs of issuing those bonds, and making provision for any required reserves, must be allocated pursuant to section 38 of this act.*

#### **COLLEGIATE STADIUM PROJECT**

#### **PART V | NONINTERFERENCE WITH EXISTING RIGHTS, POWERS AND AUTHORITIES OF THE UNIVERSITY OR ITS BOARD OF REGENTS**

**SECTION 41. 1. *The provisions of this act do not:***

*(a) Require the any university or its board of regents to enter into any lease, ground lease, management agreement or any other contract or agreement.*

*(b) Limit the conditions or other provisions which a university or its board of regents may, in their sole discretion, determine to include in any lease, ground lease, management agreement or any other contract or agreement.*

#### **ADMINISTRATIVE PROVISIONS**

#### **PART I | BOND PROCEDURE**

**SECTION 41.5. 1. *Bonds issued by the board of county commissioners under this act shall be general obligations of the county.***

**2. *Prior to the issuance of general obligations:***

*(a) Under section 24 of this act, the stadium authority must have made a finding that the transient lodging taxes pledged to the payment of the bonds will generate sufficient revenue to meet or exceed the debt service coverage ratio required pursuant to subsection 1 of section 24 of this act, based on the anticipated annual debt service for each year of the term of the bonds.*

*(b) Under section 40 of this act, the campus improvement authority must have made a finding that the transient lodging taxes pledged to the payment of the bonds will generate sufficient revenue to meet or exceed the debt service coverage ratio required pursuant to subsection 1 of section 40 of this act, based on the anticipated annual debt service for each year of the term of the bonds.*

*Any finding of the stadium authority or campus improvement authority under this section shall be conclusive, absent fraud*

**3. *If the board of county commissioners issues general obligations after a finding has been made by the stadium authority or the campus improvement authority under subsection 2:***

*(a) The bonds may be issued without complying with the requirements of NRS 350.011 through 350.0165 and 350.020, pursuant to an ordinance of the county as provided in the Local Government Securities Law, and no other approval by a governmental entity or otherwise is required for the issuance of the bonds under Nevada law.*

*(b) The bonds shall be exempt from the limitation on indebtedness contained in NRS 244A.059, and shall not be included in the calculation of county indebtedness under that section, but the county shall not become indebted by the issuance of general obligation indebtedness for the purposes provided under this act in an amount exceeding five percent of the total last assessed valuation of the taxable property of the county.*

*(c) The bonds shall be treated as if the finding described in paragraph (b)(1) of NRS 361.4727 had been made by the board of county commissioners and approved by debt management commission of the county under paragraph (b)(2) of NRS 361.4727.*

*4. Any bonds issued under this act may be refunded by the county as provided in the Local Government Securities Law.*

## **ADMINISTRATIVE PROVISIONS**

### **PART II | TIMING AND TERMS OF AUTHORITY APPOINTMENTS**

**SECTION 42. 1.** *For a stadium authority created by section 11 of this act:*

*(a) The Governor shall within 30 days of passage and approval of this act appoint the three members of the stadium authority pursuant to paragraph Error! Reference source not found. of subsection 1 of section 11 of this act to an initial term that, for two of the appointees commences on the date of their appointment and expires on December 31 of the third calendar year following the date of their appointment, and for the third appointee, commences on the date of their appointment, and expires on December 31 of the second calendar year following the date of their appointment; and*

*(b) The board of county commissioners shall, within 30 days of the passage and approval of this act, appoint two members of the stadium authority pursuant to paragraph (b) of subsection 1 of section 11 of this act to an initial term that, for one appointee, commences on the date of their appointment and expires on December of the third calendar year following the date of their appointment, and for the second appointee commences on the date of their appointment and expires on the second calendar year following the date of their appointment;*

*(c) The stadium authority shall within 30 days after all members are appointed pursuant to paragraphs (a) and (b) appoint two members of the stadium authority pursuant to paragraph (c) of subsection 1 of section 11 of this act to an initial term that, for one appointee, will commence immediately upon appointment and will expire on December 31 of the third calendar year following the date of their appointment, and, for the second appointee, will commence immediately upon appointment and will expire on December 31 of the second calendar year following the date of their appointment.*

*2. After each stadium authority member's initial term, each subsequent stadium authority member appointment shall be for a period of three years;*

*3. The same person may be appointed to serve multiple consecutive or non-consecutive terms as a member of the stadium authority.*

*4. The stadium authority appointed pursuant to this section shall hold an organizational meeting within 75 days of passage and approval of this act. At that meeting, the stadium authority shall elect:*

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

*(b) A Secretary and Treasurer.*

**SECTION 43. 1.** *If the campus improvement authority is created by section 28 of this act:*

*(a) The board of regents shall appoint:*

*(1) Two of the members of the campus improvement authority pursuant to paragraph (a)(1) of subsection 1 of section 28 of this act to initial terms that commence on the date of their appointment and expire on September 30 of that same year; and*

*(2) Two of the members to the campus improvement authority pursuant to paragraph (a)(1) of subsection 1 of section 28 of this act to initial terms that commence on the date of their appointment and expire on September 30 of the following year.*

*(b) The member of the campus improvement authority appointed by the Governor pursuant to paragraph (a)(2) of subsection 1 of section 28 of this act to an initial term that commences on the date of their appointment and expires on September 30 of the following year.*

*(c) The member of the campus improvement authority appointed by the board of county commissioners pursuant to paragraph (a)(3) of subsection 1 of section 28 of this act to an initial term that commences on the date of their appointment and expires on September 30 of that same year;*

*(d) The member of the campus improvement authority appointed by the fair and recreation board pursuant to paragraph (a)(4) of subsection 1 of section 28 of this act to an initial term that commences on the date of their appointment and expires on September 30 of the subsequent year;*

*(e) The members of the campus improvement authority appointed by the pursuant to paragraph (a)(5) of subsection 1 of section 28 of this act to an initial term that commences on the date of their appointment, and expires September 30 of the following year;*

*2. After the initial terms, each member of the campus authority board shall be appointed for a 4-year term.*

#### **ADMINISTRATIVE PROVISIONS**

#### **PART III | TIME REQUIREMENTS FOR NFL ACTION AND AGREEMENTS**

**SECTION 44. 1.** *The NFL team and the developer partners shall have twelve months from the effective date of the act as set forth in subparagraph (1) of section 45 to secure the rights and any necessary approvals to locate or relocate an NFL team into the district created pursuant to section 20 of this act.*

*(a) The stadium authority shall have the ability to grant one, six-month extension to the established timeline for securing the rights to locate or relocate an NFL franchise into the stadium district.*

*2. Once the rights to locate or relocate an NFL franchise have been secured pursuant to subsection 1, the developer partners and the NFL team shall have six months to form the Stadium Events Company and to enter into all required contracts and agreements with the stadium authority as set forth in section 16 of this act.*

*(a) The stadium authority shall have the ability to grant one, six-month extension to the timeline established for forming the Stadium Events Company and entering into all required contracts and agreements with the stadium authority.*

**ADMINISTRATIVE PROVISIONS**  
**PART IV | EFFECTIVE DATES**

**SECTION 45.** *1. Section 1 to section 44, inclusive, of this act become effective upon passage and approval of this act, and expire by limitation:*

*(a) Seven years after enactment if no bonds are issued under this act by that date.*

*(b) On the date on which all authority to levy taxes under this act has expired as provided in subsection 8 of section 20 and subsection 2 of section 36.*

**##### END #####**