

By: Representatives Cockerham, Weathersby,
Bell (65th), Holloway, Karriem, Dixon, Hines,
Sykes

To: Public Property

COMMITTEE SUBSTITUTE
FOR
HOUSE BILL NO. 885

1 AN ACT TO AUTHORIZE JACKSON STATE UNIVERSITY, WITH THE
2 APPROVAL OF THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER
3 LEARNING, TO ENTER INTO A LONG-TERM MANAGEMENT AND MAINTENANCE
4 AGREEMENT WITH A PRIVATE ENTITY; TO AUTHORIZE JACKSON STATE
5 UNIVERSITY, WITH THE APPROVAL OF THE BOARD OF TRUSTEES OF STATE
6 INSTITUTIONS OF HIGHER LEARNING, TO ENTER INTO A GROUND LEASE TO
7 LEASE THE PROPERTY ON WHICH THE BUILDINGS KNOWN AS THE "STEWART
8 HALL BUILDING" AND THE "UNIVERSITY POINTE BUILDING" ARE LOCATED TO
9 A PRIVATE ENTITY; TO AUTHORIZE JACKSON STATE UNIVERSITY, WITH THE
10 APPROVAL OF THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER
11 LEARNING, TO LEASE A CERTAIN PORTION OF ITS PROPERTY FOR STUDENT
12 HOUSING; TO PROVIDE THAT ANY AGREEMENT AND CONTRACT AUTHORIZED IN
13 THIS ACT SHALL BE SUBJECT TO THE APPROVAL OF THE BOARD OF TRUSTEES
14 OF STATE INSTITUTIONS OF HIGHER LEARNING; TO PROVIDE ADDITIONAL
15 TERMS AND CONDITIONS FOR THE AGREEMENTS AND CONTRACTS AUTHORIZED
16 IN THIS ACT; AND FOR RELATED PURPOSES.

17 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

18 **SECTION 1.** (1) (a) Jackson State University, with the
19 approval of the Board of Trustees of State Institutions of Higher
20 Learning, is authorized to enter into an agreement to lease part
21 of its real property to the entity selected in the invitation to
22 the negotiation process conducted by Jackson State University for
23 student housing for a term of no more than forty (40) years. The
24 property is located in the City of Jackson, Hinds County,
25 Mississippi, and is more particularly described as follows:



26 Starting at Lynch Street from the northeast corner at
27 Poindexter Street North along the east side of Poindexter
28 Street to the Robert Smith Parkway. Property south of the
29 Robert Smith Parkway going east along the Robert Smith
30 Parkway to the roundabout. Property west of the roundabout
31 moving south through the roundabout connecting at University
32 BLVD and then all property west of University BLVD south to
33 Lynch Street. Then property north of Lynch Street moving
34 west along Lynch Street to the northeast corner of Poindexter
35 Street at Lynch Street.

36 Such property being more particularly described as follows:

37 Parcel number 144-40-1. 60 ft. S/End W1/2 Lot 6
38 Block 18, OLIN survey parcel number 144-40-1 734
39 W Pascagoula Street.

40 Parcel number 144-28-2. 94.5 ft. N and S X 51.5
41 ft. E and W BEG 120 FT E and 94.5 ft N INT E/L
42 Poindexter Street and N/L Pascagoula Street Pt
43 Lots 6 and 7 Block 17 Olin Survey.

44 Parcel number 144-95. Lot 13 Block C Beards
45 RESURVEY. Parcel number 144-135. Lots 32 and
46 33, Block D, BEARDS Resurvey, a subdivision
47 according to a map or plat on file of record in
48 the office of the Chancery Clerk of Hinds County
49 at Jackson, Mississippi, in Plat Book 3 at page
50 73 thereof, reference to which is hereby made in



51 aid of and as a part of this description, said
52 property also being Hinds County Tax Parcel No.
53 144-135.

54 (b) The lease and any amendments to same shall be
55 subject to approval of the Board of Trustees of State Institutions
56 of Higher Learning. The approved lease and any amendments to the
57 lease shall not be voidable by successor Boards of Trustees of
58 State Institution of Higher Learning.

59 (2) (a) Jackson State University is authorized to enter
60 into a ground lease with a private entity, its successors and
61 assigns for an initial term up to forty (40) years to lease the
62 property on which the buildings designated as the "Stewart Hall
63 Building" and the "University Pointe Building" are located
64 together with appurtenances thereto for the purposes of the
65 private entity's renovation, furnishing, maintenance, equipping
66 and operation of those buildings. The Stewart Hall Building and
67 the University Pointe Building are located on the campus of
68 Jackson State University in Jackson, Mississippi.

69 (b) The ground lease may include an option to renew the
70 ground lease for no more than two (2) additional lease terms of
71 five (5) years each.

72 (c) The ground lease and any amendments to the ground
73 lease shall be subject to the approval of the Board of Trustees of
74 State Institutions of Higher Learning. The approved ground lease
75 and any amendments to the ground lease shall not be cancelled by



76 successor Boards of Trustees of State Institutions of Higher
77 Learning based on the binding successor doctrine.

78 (3) (a) Jackson State University is authorized to enter
79 into management and maintenance agreements with a private entity,
80 its successors and assigns for an initial term up to forty (40)
81 years related to the ownership, leasing, renovating, development,
82 construction, furnishing, maintenance, equipping and/or operation
83 of auxiliary facilities by the private entity for the housing of
84 students, faculty, staff and visitors within such auxiliary
85 facilities located within and outside the campus of Jackson State
86 University.

87 (b) Each management and maintenance agreement may
88 include an option to renew the agreement for two (2) additional
89 terms of five (5) years each.

90 (c) The management and maintenance agreements and any
91 amendments to the agreements shall be subject to the approval of
92 the Board of Trustees of State Institutions of Higher Learning.
93 The approved management and maintenance agreements and any
94 amendments to the agreements shall not be voided by successor
95 Boards of Trustees of State Institutions of Higher Learning based
96 on the binding successor doctrine.

97 (4) (a) Before entering into or awarding any management and
98 maintenance agreement, ground lease or lease contract under this
99 section, the Board of Trustees of State Institutions of Higher
100 Learning shall require Jackson State University to select and



101 submit three (3) proposals to the board. Thereupon, the board
102 shall approve one (1) project manager, who shall be paid by
103 Jackson State University from any funds available to the
104 University. The manager, under the direction of Jackson State
105 University, shall prepare complete plans and specifications for
106 the facility or facilities desired to be constructed or renovated
107 on the leased property.

108 (b) At the time of the awarding of any management and
109 maintenance agreement, ground lease or lease contract, the
110 successful bidder shall enter into bond with sufficient sureties,
111 to be approved by the board, in such penalty as may be fixed by
112 the board, but in no case to be less than the estimated gross
113 construction or renovation cost of the facility to be constructed
114 or renovated as estimated by the board, conditioned for the
115 prompt, proper and efficient performance of the agreement or
116 lease. The bond shall be made by an authorized corporate surety
117 bonding company. The bid security herein provided for shall be
118 forfeited if the successful bidder fails to enter into the
119 agreement or lease contract and commence construction or
120 renovation within the time limitation set forth in the notice. At
121 such time, and simultaneously with the signing of the contract,
122 the successful bidder shall deposit a sum of money, in cash or
123 certified or cashier's check, not less than the bid security
124 previously deposited as bid security to reimburse Jackson State
125 University for all sums expended by it for any expenditures of the



126 board and Jackson State University connected with the bidded
127 management and maintenance agreements and lease contracts, of
128 which such other anticipated expenditures notice is to be given to
129 bidder in the notice. The bid security posted by an unsuccessful
130 bidder shall be refunded to him.

131 (5) All proceeds derived or received from the agreements and
132 leases entered into under this section shall be deposited into a
133 special fund and expended only for the use and benefit of Jackson
134 State University.

135 (6) At the end of the lease term provided in this act, the
136 property leased under the authority provided herein shall revert
137 to the Board of Trustees of State Institutions of Higher Learning
138 for the use and benefit of Jackson State University.

139 (7) The State of Mississippi shall retain all mineral rights
140 to the real property leased under this section.

141 (8) The Department of Finance and Administration is
142 authorized to correct any discrepancies in the property described
143 in this section.

144 **SECTION 2.** This act shall take effect and be in force from
145 and after its passage.

