

106TH CONGRESS
1ST SESSION

H. J. RES. 50

Granting the consent of Congress to the Chickasaw Trail Economic
Development Compact.

IN THE HOUSE OF REPRESENTATIVES

MAY 4, 1999

Mr. BRYANT (for himself and Mr. WICKER) introduced the following joint
resolution; which was referred to the Committee on the Judiciary

JOINT RESOLUTION

Granting the consent of Congress to the Chickasaw Trail
Economic Development Compact.

1 *Resolved by the Senate and House of Representatives*
2 *of the United States of America in Congress assembled,*

3 **SECTION 1. CONSENT TO THE CHICKASAW TRAIL ECO-**
4 **NOMIC DEVELOPMENT COMPACT.**

5 The Congress consents to the Chickasaw Trail Eco-
6 nomic Development Compact entered into by the State of
7 Tennessee and the State of Mississippi. The compact is
8 substantially as follows:

1 “CHICKASAW TRAIL ECONOMIC DEVELOPMENT
2 COMPACT

3 “ARTICLE I. The purpose of this compact is to pro-
4 mote the development of an undeveloped rural area of
5 Marshall County, Mississippi, and Fayette County, Ten-
6 nessee (hereinafter referred to as ‘Chickasaw Trail Eco-
7 nomic Development Area’), and to create a development
8 authority which incorporates public and private partner-
9 ships to facilitate the economic growth of such areas by
10 providing developed sites for the location and construction
11 of manufacturing plants, distribution facilities, research
12 facilities, regional and national offices with supportive
13 services and facilities, and to establish a joint interstate
14 authority to assist in these efforts.

15 “ARTICLE II. This compact shall become effective im-
16 mediately whenever the states of Tennessee and Mis-
17 sissippi have ratified it and Congress has given consent
18 thereto.

19 “ARTICLE III. The states which are parties to this
20 compact (hereinafter referred to as ‘party states’) do here-
21 by establish and create a joint agency which shall be
22 known as the Chickasaw Trail Economic Development Au-
23 thority (hereinafter referred to as the ‘authority’). It shall
24 be the duty of the authority in general to promote, encour-
25 age and coordinate the efforts of the party states to secure

1 the development of the Chickasaw Trail Economic Devel-
2 opment Area. Toward this end, the authority shall have
3 power to hold hearings; to conduct studies and surveys of
4 all problems, benefits and any other matter associated
5 with the development of the Chickasaw Trail Economic
6 Development Area, and to make reports thereon; to ac-
7 quire, by gift or otherwise, and hold and dispose of such
8 money and property as may be provided for the proper
9 performance of their function; to cooperate with other
10 public or private groups, whether local, state, regional or
11 national, having an interest in economic development; to
12 formulate and execute plans and policies for emphasizing
13 the purpose of this compact before the Congress of the
14 United States and other appropriate officers and agencies
15 of the United States and of the states of Mississippi and
16 Tennessee; and to exercise such other powers as may be
17 appropriate to enable it to accomplish its functions and
18 duties in connection with the development of the Chicka-
19 saw Trail Economic Development Area and to carry out
20 the purposes of this compact.

21 “ARTICLE IV. DEFINITIONS. Whenever used in this
22 chapter, the following words and terms shall have the fol-
23 lowing respective meanings unless a different meaning
24 clearly appears from the context:

1 “(a) ‘Board’ means the board of directors of the au-
2 thority.

3 “(b) ‘Bonds’ means either revenue bonds, bond an-
4 ticipating notes, or other types of debt instruments issued
5 by the compact unless the reference to bonds clearly indi-
6 cates which type of bonds are being referred to, such as
7 ‘revenue bonds,’ ‘general obligation bonds,’ ‘bond anticipa-
8 tion notes’ or other specific forms of debt instruments.

9 “(c) ‘Compact authority’ means the Chickasaw Trail
10 Economic Development Authority, an entity created joint-
11 ly by the State Legislatures of Mississippi and Tennessee
12 under the constitutions of the respective states and ap-
13 proved by the United States Congress, which may be re-
14 ferred to as the ‘authority.’

15 “(d) ‘Compact area’ means all that land area actually
16 owned or controlled by the authority by deed, lease, option,
17 right of first refusal, or other legal or accepted instrument
18 of land exchange.

19 “(e) ‘Compact study area’ means that area described
20 as follows:

21 The general area for the Chickasaw Trail Economic
22 Development Compact consists of approximately
23 eight thousand (8,000) acres, located on both sides
24 of the Tennessee/Mississippi state line at the point
25 where Shelby County and Fayette County adjoin

1 Marshall County, Mississippi. The project bound-
2 aries are Highway 72 on the north, Quinn Road on
3 the west, the proposed extension of Goodman Road
4 on the south, and Redbanks Road on the east. Ap-
5 proximately one thousand one hundred (1,100) acres
6 of the study area are in southeast Fayette County;
7 and the balance of six thousand three hundred
8 (6,300) acres is in north Marshall County.

9 “(f) ‘Cost of project’ means all costs of site prepara-
10 tion and other start-up costs; all costs of construction; all
11 costs of real and personal property acquired for the pur-
12 poses of the project and facilities related thereto, including
13 land and any rights or undivided interest therein, ease-
14 ments, franchises, fees, permits, approvals, licenses, and
15 certificates and the securing of such permits, approvals,
16 licenses and certificates; all machinery and equipment, in-
17 cluding any cost associated with financing charges and in-
18 terest before and during construction and during such ad-
19 ditional period as the compact authority reasonably may
20 determine to be necessary for the placing of the project
21 in operation; costs of engineering, geotechnical, architec-
22 tural and legal services; costs of plans, testing, develop-
23 ment and specifications and all expenses necessary or inci-
24 dent to determining the feasibility or practicability of the
25 project; administrative expenses; and all expenses as may

1 be necessary or incidental to the financing. The costs of
2 any project also may include funds for the creation of a
3 debt service reserve, a renewal and replacement reserve,
4 and such other reserves as may be reasonably required by
5 a specific bond issue for the operation of its projects and
6 as may be authorized by bond resolution or trust agree-
7 ment or indenture under the provisions of which the
8 issuance of any such bonds may be authorized. Any obliga-
9 tion or expense incurred for any of the foregoing purposes
10 shall be regarded as a part of the project and may be paid
11 or reimbursed out of the proceeds of user fees, of revenue
12 bonds or notes issued for such project, or from other reve-
13 nues obtained by the compact authority.

14 “(g) ‘County’ means Marshall County, Mississippi, or
15 Fayette County, Tennessee.

16 “(h) ‘Enterprise’ means any for profit or nonprofit
17 venture, business, service provided, industrial facility or
18 utility located within the compact area under any agree-
19 ment or contract with the authority.

20 “(i) ‘Facilities’ mean any plant, structure, building,
21 improvement, land or any other real or personal property
22 of the compact or authority or used or useful in a project
23 under this chapter.

1 “(j) ‘Governing body’ means the elected or duly ap-
2 pointed officials constituting the governing body of a mu-
3 nicipality or county.

4 “(k) ‘Municipality’ means any incorporated city or
5 town within a county.

6 “(l) ‘Person’ means any natural person, corporation,
7 association, partnership, receiver, trustee, guardian, ex-
8 ecutor, administration, fiduciary, governmental unit, pub-
9 lic agency, political subdivision or any other group acting
10 as a unit, and the plural as well as the singular.

11 “(m) ‘Project’ means any industrial, commercial, re-
12 search and development, warehousing, distribution, trans-
13 portation, processing, United States or state government
14 or tourism enterprise, facility or service, together with all
15 real property required for construction, maintenance and
16 operation of the enterprise together with all buildings, and
17 other supporting land and facilities, structures or improve-
18 ments of whatever kind required or useful for construc-
19 tion, maintenance and operation of the enterprise, or any
20 addition to or expansion of an existing enterprise.

21 “(n) ‘Property owner group’ means those property
22 owners who have sold, leased or allowed the use of their
23 land or otherwise entered into an agreement for the devel-
24 opment of the project or facilities thereof as a part of the
25 compact area.

1 “(o) ‘Public agency’ means:

2 “(i) Any department, board, commission, insti-
3 tution or other agency or instrumentality of the
4 state;

5 “(ii) Any city, town, county, political subdivi-
6 sion, school district or other district created or exist-
7 ing under the laws of the state or any public agency
8 of any such city, town, county, political subdivision
9 or district; and

10 “(iii) Any department, commission, agency or
11 instrumentality of the United States of America.

12 “(p) ‘Related facility’ means any facility related to
13 a project and includes any of the following, as the same
14 may pertain to the project of the authority within the com-
15 pact area:

16 “(i) Facilities to provide utilities, as defined
17 herein;

18 “(ii) Airports, airfields and air terminals;

19 “(iii) Rail lines;

20 “(iv) Highways, streets and other roadways;

21 “(v) Conference centers, classrooms and in-
22 structional facilities, including any functionally re-
23 lated facilities;

24 “(vi) Parks and outdoor recreation facilities;

1 “(vii) Auditoriums, pavilions, art centers, cul-
2 tural centers, office complex and other public facili-
3 ties; and

4 “(viii) Public or private health care facilities.

5 “(q) ‘Revenues’ means all rentals, receipts, income
6 and other charges derived or received or to be derived or
7 received by the authority from any of the following: the
8 operation by the authority of a facility or facilities, or a
9 part thereof; the sale, including installment sales or condi-
10 tional sales, lease, sublease or use or other disposition of
11 any property or facility or portion thereof; the sale, lease
12 or other disposition of recovered resources; contracts,
13 agreements or franchises with respect to a facility or por-
14 tion thereof, with respect to recovered resources, or with
15 respect to a facility or portion thereof and recovered re-
16 sources, including but not limited to charges with respect
17 to the management of any project received with respect
18 to a facility, income received as a result of the sale or
19 other disposition of recovered resources, services or utili-
20 ties; any gift or grant received with respect thereto; pro-
21 ceeds of bonds to the extent of use thereof for payment
22 of principal of premium, if any, or interest on the bonds
23 as authorized by the authority; proceeds from any insur-
24 ance, condemnation or guaranty pertaining to a facility
25 or property mortgaged to secure bonds or pertaining to

1 the financing of a facility; income and profit from the in-
2 vestment of the proceeds of bonds or of any revenues and
3 the proceeds of any special tax to which it may be entitled.

4 “(r) ‘State’ means the State of Mississippi or the
5 State of Tennessee.

6 “(s) ‘Unit of local government’ means a county or
7 municipality within a county of the State of Mississippi
8 or the State of Tennessee.

9 “(t) Except as used in Article XXXI herein, ‘utility’
10 or ‘utilities’ means potable and industrial water supply
11 systems and sewage and water disposal systems.

12 “ARTICLE V. COMPOSITION OF THE AUTHORITY. (1)
13 All powers of the compact shall be vested in a board of
14 directors which will exercise all powers delegated to the
15 authority under the laws of Mississippi and Tennessee.

16 “The membership of the board of the authority shall
17 consist of an appointee of the Governor of each party
18 state, each state’s chief economic development official or
19 his representative, an appointee of each of the member
20 counties’ governing body selected from nominees proposed
21 by the respective county’s industrial development board,
22 and an appointee who shall serve for a three-year term
23 and who shall be appointed by the Governor of each party
24 state on a rotating basis with the initial appointment being
25 made by the Governor of Tennessee. With the exception

1 of the gubernatorial appointment made on a rotating
2 basis, each appointment shall be for a four-year term and
3 for such period thereafter until a successor shall be duly
4 appointed and qualified.

5 “Each member of the board shall be eligible for re-
6 appointment. All vacancies shall be filled by appointment
7 in the same manner, except that any person appointed to
8 fill a vacancy shall serve only for the unexpired term. Any
9 director may be removed at any time before the expiration
10 of the member’s term of office for misfeasance, malfea-
11 sance or willful neglect of duty, as determined by the ap-
12 pointing political subdivision or a majority of the board.
13 Before assuming office, each director shall take and sub-
14 scribe to the constitutional oath of office before a chancery
15 clerk in Mississippi or the corresponding appropriate offi-
16 cial in Tennessee, and a record of such oath shall be filed
17 with the Secretary of State in Mississippi and in Ten-
18 nessee. The board annually shall select a chairman and
19 vice chairman.

20 “(2) The board may employ such personnel and ap-
21 point and prescribe the duties of such officers as the board
22 deems necessary or advisable, including a general manager
23 and a secretary of the compact. The general manager also
24 may serve as secretary and shall be a person of good moral
25 character and of proven ability as an administrator with

1 a minimum of five (5) years experience in management
2 and economic development or comparable experience. The
3 general manager shall administer, manage and direct the
4 affairs and business of the authority, subject to the poli-
5 cies, control and direction of the board. The general man-
6 ager and any director not bonded in another capacity shall
7 give bond executed by a surety company or companies au-
8 thorized to do business in the respective states in the penal
9 sum of fifty thousand dollars (\$50,000.00) payable to the
10 authority, conditioned upon the faithful performance of
11 his duties and the proper accounting for all funds. The
12 Board may require any of its employees to be bonded. The
13 cost of any bond required by this section or by the board
14 shall be paid from funds of the authority. The Secretary
15 shall keep a record of the proceedings of the authority and
16 shall be custodian of all books, documents and papers filed
17 with the authority, the minute book or journal, and the
18 official seal. The secretary may make copies of all minutes
19 and other records and documents of the compact and cer-
20 tify under the seal of the authority that such copies are
21 true and accurate copies, and all persons dealing with the
22 compact authority may rely upon such certification.

23 “(3) Regular meetings of the board shall be held as
24 set forth in its bylaws, rules or regulations. Additional
25 meetings of this board shall be held at the call of the chair-

1 man or general manager whenever any three (3) members
2 of the board so request in writing. Members of the prop-
3 erty owner group shall be notified of the meetings of the
4 board in the same manner as board members are notified.

5 “(4) Members of the board shall not receive any com-
6 pensation, but may receive reimbursement for actual and
7 necessary expenses incurred or per diem in lieu thereof.

8 “(5) The Board shall prepare a budget for the au-
9 thority for each fiscal year at least sixty (60) days before
10 the beginning of each fiscal year, which shall be from July
11 1 to June 30 of each year.

12 “ARTICLE VI. GENERAL POWERS AND DUTIES OF
13 COMPACT AUTHORITY. From and after the creation of the
14 compact, the authority shall be a public corporation, body
15 politic with all the rights and powers now or hereafter con-
16 ferred as may be deemed necessary to carry out the pur-
17 poses of this chapter including the following:

18 “(a) To maintain an office at a place or places within
19 either state.

20 “(b) To sue and be sued in its own name.

21 “(c) To adopt and use a corporate seal.

22 “(d) To employ or contract with architects, engineers,
23 attorneys, accountants, construction and financial experts
24 and such other advisors, consultants and agents as may

1 be necessary in its judgement and to fix and pay their
2 compensation.

3 “(e) To make, adopt, enforce, amend and repeal by-
4 laws and rules and regulations for the management of its
5 business and affairs for the use, maintenance and oper-
6 ation of the compact, any of the project facilities and any
7 other of its properties.

8 “(f) To borrow money and to issue bonds, notes and
9 other evidence of indebtedness, without the authority to
10 levy ad valorem taxes, for any of its purposes and to pro-
11 vide for and secure the payment thereof and to provide
12 for the rights of the holders thereof.

13 “(g) To invest any monies of the authority, including
14 proceeds from the sale of any bonds subject to any agree-
15 ments with bondholders, on such terms and in such man-
16 ner as the compact deems proper.

17 “(h) To exercise any one or more of the powers,
18 rights and privileges under this chapter, either alone or
19 jointly or in common with one or more other public or
20 private parties. In any such exercise of such powers, rights
21 and privileges jointly or in common with others for the
22 development, construction, operation and maintenance of
23 facilities within the compact area, the authority may own
24 an undivided interest in such facilities with any other
25 party, public or private, with which it may jointly or in

1 common exercise the rights and privileges conferred by
2 this chapter and may enter into an agreement or agree-
3 ments with respect to any such facility with the other
4 party or parties, public or private, participating therein
5 including development agreements, joint ventures and real
6 estate investment trusts. An agreement may contain such
7 terms, conditions and provisions, consistent with this
8 paragraph, as the parties thereto shall deem to be in their
9 best interest, including, but not limited to, provisions for
10 the construction, operation and maintenance of such facil-
11 ity by any one or more parties to such agreement. The
12 party or parties may be designated in or under such agree-
13 ment as agent or agents on behalf of itself and one or
14 more of the other parties thereto, or by such other means
15 as may be determined by the parties thereto, and including
16 provisions for a method or methods of determining and
17 allocating, among or between the parties, costs of con-
18 struction, operation, maintenance, renewals, replacements
19 and improvements related to such facility. In carrying out
20 its functions and activities as the agent with respect to
21 construction, operation and maintenance of such a facility,
22 the agent shall be governed by the laws and regulations
23 applicable to the agent as a separate legal entity and not
24 by any laws or regulations which may be applicable to any
25 of the other participating parties. The agent shall act for

1 the benefit of the public. Under any such agreement, the
2 authority may delegate its powers and duties related to
3 the construction, operation and maintenance of such facil-
4 ity to the party acting as agent and all actions taken by
5 such agent in accordance with the agreement may be bind-
6 ing upon the authority without further action or approval
7 of the board.

8 “(i) To make such applications and enter into such
9 contracts for financial assistance as may be appropriate
10 under applicable federal or state law.

11 “(j) To apply for, accept and utilize grants, gifts, do-
12 nations and other funds or aid from any source for any
13 purpose contemplated by this chapter, and to comply, sub-
14 ject to the provisions of this chapter, with the terms and
15 conditions thereof.

16 “(k) To acquire by purchase, lease, gift, investment,
17 trade, exchange or in other manner, including eminent do-
18 main as may be authorized under this chapter, or obtain
19 options to acquire, and to own, maintain, use, operate and
20 convey any and all property of any kind, real, personal
21 or mixed or easement therein or any interest or estate
22 therein, within the compact area, necessary for the project
23 or any facility related to the project.

1 “(l) To make or cause to be made such examinations
2 and surveys as may be necessary to the planning, design,
3 construction and operation of the project.

4 “(m) To enter into a development agreement with
5 any public agency, private firm or person for the develop-
6 ment of the compact area, compact property, or any por-
7 tion thereof upon such terms as the parties might agree
8 to carry out the purposes of this chapter.

9 “(n) To negotiate, with the proper governmental
10 agency or regulated utility or transportation provider, any
11 necessary relocation or rerouting of roads and highways,
12 railroad, telephone and telegraph lines and properties,
13 electric power lines, pipelines and related facilities, or to
14 require the anchoring or other protection of any of these,
15 provided due compensation is paid to the owners thereof
16 or an agreement is made with such owners regarding the
17 payment of the cost of such relocation.

18 “(o) To enter into joint agreements, development
19 agreements or other agreements with any person or partic-
20 ipant in a joint venture with any private firm, person or
21 public agency to form and participate in real estate invest-
22 ment trusts and limited liability partnerships, joint ven-
23 tures, joint ownerships and agreements for the construc-
24 tion and operation of any project of the authority with
25 the compact area.

1 “(p) To construct, extend, improve, maintain and re-
2 construct, to cause to be constructed, extended, improved,
3 maintained and reconstructed, and to use and operate any
4 and all components of the project or any facility related
5 to a project, subject to the concurrence and approval of
6 the affected public agency, with the compact area, nec-
7 essary to the project and to the exercise of such powers,
8 rights and privileges granted the authority.

9 “(q) To incur or defray any designated portion of the
10 cost of any component of the project or any facility related
11 to the project acquired or constructed by any public agen-
12 cy.

13 “(r) To lease, sell, mortgage, pledge, trade, exchange
14 or otherwise convey any or all property acquired by the
15 authority under the provisions of this chapter to the enter-
16 prise, its successors or assigns, and in connection there-
17 with to pay the costs of title search, perfection of title,
18 title insurance and recording fees as may be required. The
19 authority may provide in the instrument conveying such
20 property a provision that the property shall revert to the
21 authority if, as and when the property is declared by the
22 enterprise to be no longer needed.

23 “(s) To enter into an agreement with the counties
24 adjoining the compact area to promote, develop, contract

1 or operate projects which will contribute to the economic
2 development of the area.

3 “(t) To enter into contracts with any private firm,
4 person or public agency including, but not limited to, in
5 furtherance of any of the purposes authorized by this
6 chapter upon such consideration as the authority and such
7 person or public agency may agree. Any such contract may
8 extend over any period of time, notwithstanding any rule
9 of law to the contrary, may be upon such terms as the
10 parties thereto shall agree, and may provide that it shall
11 continue in effect until bonds specified therein, refunding
12 bonds issued in lieu of such bonds, and all other obliga-
13 tions specified therein are paid or terminated. Any such
14 contract shall be binding upon the parties thereto accord-
15 ing to its terms. Such contracts may include an agreement
16 to reimburse the enterprise, its successors and assigns for
17 any assistance provided by the enterprise in the acquisi-
18 tion of real property for the project or any facility related
19 to the project.

20 “(u) To establish and maintain reasonable rates and
21 charges for the use of any facility within the compact area
22 owned or operated by or under the authority, or services
23 provided by the authority and from time to time to adjust
24 such rates and to impose penalties for failure to pay such
25 rates and charges when due.

1 “(v) To adopt and enforce exclusively all necessary
2 and reasonable rules and regulations to carry out and ef-
3 fectuate the implementation of this chapter, the purpose
4 of the authority and any project and any land use plan
5 classification adopted for the compact area, including but
6 not limited to rules, regulations, zoning and restrictions
7 concerning mining, construction, excavation or any other
8 activity the occurrence of which may endanger the struc-
9 ture or operation of the authority or any project.

10 “(w) To plan, design, coordinate and implement
11 measures and programs to mitigate impacts on the natural
12 environment caused by a project or any facility related to
13 a project.

14 “(x) To develop plans for technology transfer activi-
15 ties to ensure private sector conduits for exchange of infor-
16 mation, technology and expertise related to a project to
17 generate opportunities for commercial development within
18 the compact area.

19 “(y) To consult with the State Department of Edu-
20 cation and other public agencies for the purpose of improv-
21 ing public schools and curricula and training programs
22 within the compact area.

23 “(z) To consult with the State Board of Health and
24 other public agencies for the purpose of improving medical
25 centers, hospitals and public health centers in order to

1 provide appropriate health care facilities within the com-
2 pact area.

3 “(aa) To do any and all things necessary or proper
4 for the accomplishment of the objectives of this chapter
5 and to exercise any power usually possessed by private cor-
6 porations performing similar functions which is not in con-
7 flict with the constitutions and laws of the respective
8 states, including the power to employ professional and ad-
9 ministrative staff and personnel and to retain legal, engi-
10 neering, fiscal, accounting and other professional services;
11 the power to purchase all kinds of insurance, including
12 without limitations, insurance against tort liability and
13 against risks of damage to property; and the power to act
14 as self-insurer with respect to any loss or liability.

15 “ARTICLE VII. PROMULGATION OF RULES AND REG-
16 ULATIONS. (1) The authority may adopt and promulgate
17 all reasonable rules and regulations regarding the oper-
18 ation of the authority, its projects, the compact area, and
19 the specifications and standards relating to the construc-
20 tion, operation and maintenance of any facility.

21 “(2) The board shall have exclusive jurisdiction for
22 the development of any land use planning or the promul-
23 gation of land use restrictions, regulations or zoning ordi-
24 nance which shall govern all land use within the compact
25 area.

1 “ARTICLE VIII. BONDS OF AUTHORITY. (1) The au-
2 thority is empowered and authorized, from time to time,
3 to issue bonds in such principal amounts as shall be nec-
4 essary to provide sufficient funds for achieving any of its
5 corporate purposes, including without limiting the gen-
6 erality of the foregoing, the financing of the acquisition,
7 construction, improvement of facilities or any combination
8 thereof, the payment of interest on bonds of the authority,
9 establishment of reserves to secure such bonds, expenses
10 incident to the issuance of such bonds, including bond in-
11 surance and to the implementation of programs or
12 projects, and any other capital expenditures but not oper-
13 ating costs of the authority incident to or necessary or
14 convenient to carry out its corporate purposes and powers.

15 “(2) The authority may issue such types of bonds or
16 notes, in its discretion, subject only to any agreement with
17 the holders of particular bonds, including bonds as to
18 which the principal and interest are payable exclusively
19 from all or a portion of the revenues derived from one
20 or more facilities under the contracts entered into by pub-
21 lic agencies, and other persons, or any combination of any
22 of the foregoing, or which may be secured by a pledge or
23 any grant, subsidy or contribution from any public agency
24 or other person, or a pledge of an income or revenues,
25 funds or monies of the authority from any source whatso-

1 ever, except that the authority may not issue bonds or
2 notes that are secured by ad valorem taxes.

3 “(3) Bonds shall be authorized by a resolution or res-
4 olutions of the board. Such bonds shall bear such date or
5 dates, mature at such time or times (either serially, term
6 or a combination thereof), bear interest at such rate or
7 rates, be in such denomination or denominations, be in
8 such registered form, carry such conversion or registration
9 privileges, have such rank or priority, be executed in such
10 manner and by such officers, be payable from sources
11 other than ad valorem taxes, in such medium of payment
12 at such place or places within or without the state, pro-
13 vided that one (1) such place shall be within the state,
14 be subject to such terms of redemption before maturity,
15 all as may be provided by resolution or resolutions of the
16 compact.

17 “(4) Any bonds of the authority may be sold at such
18 price or prices, at public or private sale, in such manner
19 and at such times as may be determined by the authority
20 to be in the public interest, and the authority may pay
21 all expenses, premiums, fees and commissions which it
22 may deem necessary and advantageous in connection with
23 the issuance and sale thereof.

24 “(5) Any pledge of earnings, revenues or other mon-
25 ies made by the authority shall be valid and binding from

1 the time the pledge is made and the earnings, revenues
2 or other monies so pledged and thereafter received by the
3 authority immediately shall be subject to the lien of such
4 pledge without any physical delivery thereof or further act.
5 The lien of any such pledge shall be valid and binding as
6 against all parties having claims of any kind of tort, con-
7 tract or otherwise against the authority regardless of
8 whether such parties have notice thereof. Neither the reso-
9 lution nor any other instrument by which a pledge is cre-
10 ated need be recorded.

11 “(6) Neither the board members nor any person exe-
12 cuting the bonds shall be personally liable on the bonds
13 or be subject to any personal liability or accountability by
14 reason of the issuance thereof.

15 “(7) Whenever any bonds shall have been signed by
16 the officers of the board designated by resolution of the
17 authority to sign the bonds who were in office at the time
18 of such signing but who may have ceased to be such offi-
19 cers prior to the sale and delivery of such bonds, or who
20 may not have been in office on the date such bonds may
21 bear, the manual or facsimile signatures of such officers
22 upon such bonds and the coupons appertaining thereto,
23 shall nevertheless be valid and sufficient for all purposes
24 and have the same effect as if the person so officially exe-
25 cuting such bonds had remained in office until the delivery

1 of the same to the purchaser or had been in office on the
2 date such bonds may bear.

3 “(8) The bonds issued by the authority under author-
4 ity of the compact shall be limited obligations of such com-
5 pact. The principal, interest and redemption premium, if
6 any, shall be payable solely out of the monies to be derived
7 by the compact. Revenue bonds and interest coupons,
8 issued under authority of this chapter shall never con-
9 stitute an indebtedness of the state or any county or mu-
10 nicipality within the meaning of any state constitutional
11 provision or statutory limitation and shall never constitute
12 nor give rise to a pecuniary liability of a county or munici-
13 pality or the state, or a charge against its general credit
14 or taxing powers, and such fact shall be plainly stated on
15 the face of each bond.

16 “ARTICLE IX. TEMPORARY BORROWING BY AUTHOR-
17 ITY. (1) Pending the issuance of revenue bonds by the au-
18 thority, the board is authorized to make temporary bor-
19 rowings not to exceed two (2) years in anticipation of the
20 issue of bonds in order to provide funds in such amounts
21 as may, from time to time, be deemed advisable prior to
22 the issue of bonds. To provide for such temporary bor-
23 rowings, the authority may enter into any purchase, loan
24 or credit agreement, or agreements or other agreement or
25 agreements with any banks or trust companies or other

1 lending institutions, investment banking firms or persons
2 in the United States having power to enter into the same.

3 “(2) All temporary borrowings made under this sec-
4 tion shall be evidenced by notes of the authority which
5 shall be issued, from time to time, for such amounts, in
6 such form and in such denominations and subject to terms
7 and conditions of sale and issue, prepayment or redemp-
8 tion and maturity, rate or rates of interest and time of
9 payment of interest as the board shall authorize and di-
10 rect. Such authorization and direction may provide for the
11 subsequent issuance of replacement notes to refund, upon
12 issuance thereof, such notes, and may specify such other
13 terms and conditions with respect to the notes and re-
14 placement notes thereby authorized for issuance as the
15 board may determine and direct.

16 “ARTICLE X. REFUNDING BONDS. The authority may
17 issue refunding bonds for the purpose of paying any of
18 its bonds at or prior to maturity or upon acceleration or
19 redemption. Refunding bonds may be issued at such time
20 prior to the maturity or redemption of the refunded bonds
21 as the authority deems to be in the public interest. The
22 refunding bonds may be issued in sufficient amounts to
23 pay or provide the principal of the bonds being refunded,
24 together with any redemption premium thereof, any inter-
25 est accrued or to accrue to the date of payment of such

1 bonds, the expenses of issue of the refunding bonds, the
2 expenses of redeeming the bonds being refunded, and such
3 reserves for debt service or other capital or current ex-
4 penses from the proceeds of such refunding bonds as may
5 be required by the resolution, trust indenture or other se-
6 curity instructions.

7 “ARTICLE XI. GENERAL TERMS AND CONDITIONS OF
8 BONDS OF COMPACT. The authority shall have power in
9 the issuance of its bonds to:

10 “(a) Covenant as to the use of any or all of its prop-
11 erty, real or personal.

12 “(b) Redeem the bonds, to covenant for their redemp-
13 tion and to provide the terms and conditions thereof.

14 “(c) Covenant to charge rates, fees and charges suffi-
15 cient to meet operating and maintenance expenses, renew-
16 als and replacements, principal and debt service on bonds,
17 creation and maintenance of any reserves required by a
18 bond resolution, trust indenture or other security instru-
19 ment and to provide for any margins or coverages over
20 and above debt service on the bonds deemed desirable for
21 the marketability of the bonds.

22 “(d) Covenant and prescribe as to events of default
23 and terms and conditions upon which any or all of its
24 bonds shall become or may be declared due before matu-
25 rity, as to the terms and conditions upon which such dec-

1 laration and its consequences may be waived and as to
2 the consequences of default and the remedies of bond-
3 holders.

4 “(e) Covenant as to the mortgage or pledge of or the
5 grant of a security interest in any real or personal prop-
6 erty and all or any part of the revenues from any facilities
7 or any revenue-producing contract or contracts made by
8 the compact with any person to secure the payment of
9 bonds, subject to such agreements with the holders of
10 bonds as may then exist.

11 “(f) Covenant as to the custody, collection, securing,
12 investment and payment of any revenue assets, monies,
13 funds or property with respect to which the compact may
14 have any rights or interest.

15 “(g) Covenant as to the purpose to which the pro-
16 ceeds from the sale of any bonds then or thereafter to be
17 issued may be applied, and the pledge of such proceeds
18 to secure the payment of the bonds.

19 “(h) Covenant as to the limitations on the issuance
20 of any additional bonds, the terms upon which additional
21 bonds may be issued and secured, and the refunding of
22 outstanding bonds.

23 “(i) Covenant as to the rank or priority of any bonds
24 with respect to any lien or security.

1 “(j) Covenant as to the procedure by which the terms
2 of any contract with or for the benefit of the holders of
3 bonds may be amended or abrogated, the amount of bonds
4 the holders of which must consent thereto, and the manner
5 in which such consent may be given.

6 “(k) Covenant as to the custody of any of its prop-
7 erties or investments, the safekeeping thereof, the insur-
8 ance to be carried thereon, and the use and disposition
9 of insurance proceeds.

10 “(l) Covenant as to the vesting in a trustee or trust-
11 ees, within or outside the state, of such properties, rights,
12 powers and duties in trust as the authority may determine.

13 “(m) Covenant as to the appointing and providing for
14 the duties and obligations of a paying agent or paying
15 agents or other fiduciaries within or outside the state.

16 “(n) Make all other covenants and to do any and all
17 such acts and things as may be necessary or convenient
18 or desirable in order to secure its bonds without a pledge
19 of ad valorem taxes, or in the absolute discretion of the
20 authority tend to make the bonds more marketable, not-
21 withstanding that such covenants, acts or things may not
22 be enumerated herein; it being the intention hereof to give
23 the authority power to do all things in the issuance of
24 bonds and in the provisions for security thereof which are
25 not inconsistent with the constitution of the state.

1 “(o) Execute all instruments necessary or convenient
2 in the exercise of the powers herein granted or in the per-
3 formance of covenants or duties, which may contain such
4 covenants and provisions, as any purchaser of the bonds
5 of the authority may reasonably require.

6 “ARTICLE XII. APPOINTMENT OF TRUSTEE OR RE-
7 CEIVER FOR ENFORCEMENT OR PROTECTION OF RIGHTS
8 OF BONDHOLDERS. The authority may, in any authorizing
9 resolution of the board of directors, trust indenture or
10 other security instrument relating to its bonds, provide for
11 the appointment of a trustee who shall have such powers
12 as are provided therein to represent the bondholders of
13 any issue of bonds in the enforcement or protection of
14 their rights under any such resolution, trust indenture or
15 security instrument. The authority may also provide in
16 such resolution, trust indenture or other security instru-
17 ment that the trustee, or if the trustee so appointed fails
18 or declines to protect and enforce such bondholders’ rights
19 then the percentage of bondholders as shall be set forth
20 in, and subject to the provisions of, such resolution, trust
21 indenture or other security instrument, may petition the
22 court of proper jurisdiction for the appointment of a re-
23 ceiver of the facilities, the revenues of which are pledged
24 to the payment of the principal of and interest on the
25 bonds held by such bondholders. Such receiver may exer-

1 cise any power as may be granted in any such resolution,
2 trust indenture or security instrument to enter upon and
3 take possession of, acquire, construct or reconstruct, or
4 operate and maintain such facilities, fix, charge, collect,
5 enforce and receive all revenues derived from such facili-
6 ties, and perform the public duties and carry out the con-
7 tracts and obligations of the authority in the same manner
8 as the authority itself might do, all under the direction
9 of such a proper court.

10 “ARTICLE XIII. EXEMPTION FROM TAXATION. (1)
11 The exercise of the powers granted by this chapter will
12 be in all respects for the benefit of the people of the states
13 for their well-being and prosperity and for the improve-
14 ment of their social and economic conditions, and neither
15 the compact or authority shall be required to pay any tax
16 or assessment on any property owned by the compact or
17 the authority upon the income therefrom.

18 “(2) Any bonds issued by the authority under the
19 compact, their transfer and the income therefrom shall at
20 all times be free from taxation by the state or any unit
21 of local government or other instrumentality of the state,
22 except for inheritance and gift taxes.

23 “ARTICLE XIV. POWERS OF COUNTIES, MUNICIPALI-
24 TIES OR OTHER POLITICAL SUBDIVISIONS AND AGENCIES
25 AND INSTRUMENTALITIES THEREOF AS TO ASSISTANCE

1 AND COOPERATION WITH THE COMPACT. For the purpose
 2 of attaining the objectives of this chapter, any county, mu-
 3 nicipality or other unit of local government, public cor-
 4 poration, agency or instrumentality of the state, a county
 5 or municipality or person may, upon terms and with or
 6 without consideration, as it may determine, do any or all
 7 of the following:

8 “(a) Lend, contribute or donate money to the author-
 9 ity or perform services for the benefit thereof;

10 “(b) Donate, sell, convey, transfer, lease, option or
 11 grant upon such terms as the parties may agree, without
 12 the necessity of authorization at any election of qualified
 13 voters, any property of any kind; and

14 “(c) Do any and all things, whether or not specifically
 15 authorized in this section, not otherwise prohibited by law,
 16 that are necessary or convenient to aid and cooperate with
 17 any authority in attaining the objectives of this chapter.

18 “ARTICLE XV. CONTRACTING FOR PROJECTS. Con-
 19 tracts for acquisition, purchase, construction or installa-
 20 tion of a project shall be effected in the manner prescribed
 21 by law for public contracts, except when:

22 “(a) The authority finds and records such finding on
 23 its minutes, that because of availability or particular na-
 24 ture of a project, it would not be in the public interest
 25 or would less effectively achieve the purposes of this chap-

1 ter to enter into such contracts upon the basis of public
2 bidding pursuant to advertising;

3 “(b) The industry concurs in such finding; and

4 “(c) Such finding is approved by the board, public
5 bidding pursuant to advertisement may be dispensed with
6 and such contracts may be entered into based upon nego-
7 tiation; and provided further, that the industry or enter-
8 prise locating within the compact area, at its option, may
9 negotiate such contracts in the name of the compact or
10 authority.

11 “ARTICLE XVI. CONTRACTS WITH PUBLIC AGENCIES.

12 For the purpose of aiding in the planning, design, under-
13 taking and carrying out of the project or any facility re-
14 lated to the project, any public agency is authorized and
15 empowered upon such terms, with or without consider-
16 ation, as it may determine:

17 “(a) To enter into agreements, which may extend
18 over any period, with the authority respecting action to
19 be taken by such public agency with respect to the acquisi-
20 tion, planning, construction, improvement, operation,
21 maintenance or funding of the project or any such facility,
22 and which agreements may include (i) the appropriation
23 or payment of funds to the compact or authority or to
24 a trustee in amounts which shall be sufficient to enable
25 the authority to defray any designated portion or percent-

1 age of the expenses of administering, planning, designing,
2 constructing, acquiring, improving, operating and main-
3 taining the project or any facility related to the project,
4 and (ii) the furnishing of other assistance in connection
5 with the project or facility related to the project;

6 “(b) To dedicate, sell, donate, convey or lease any
7 property or interest in property to the authority or grant
8 easements, licenses or other rights or privileges therein to
9 the authority;

10 “(c) To incur the expense of any public improvements
11 made or to be made by such public agency in exercising
12 the powers granted in this section;

13 “(d) To lend, grant or contribute funds to the author-
14 ity;

15 “(e) To cause public buildings and public facilities,
16 including parks, playgrounds, recreational areas, commu-
17 nity meeting facilities, water, sewer or drainage facilities,
18 or any other works which it is otherwise empowered to
19 undertake, to be furnished to or with respect to the project
20 or any such facility;

21 “(f) To furnish, dedicate, close, vacate, pave, install,
22 upgrade or improve highways, streets, roads, sidewalks,
23 airports, railroads or ports with the approval of the proper
24 state, federal or local regulatory authority;

1 “(g) To plan or replan, zone or rezone any parcel of
2 land within the public agency or make exceptions from
3 land use, building and zoning regulations; and

4 “(h) To cause administrative and other services to
5 be furnished to the authority, including services pertaining
6 to the acquisition of real property and the furnishing of
7 relocation assistance. Any contract between a public agen-
8 cy entered into with the authority pursuant to any of the
9 powers granted by this chapter shall be binding upon the
10 public agency according to its terms, and the public agen-
11 cy shall have the power to enter into such contracts as
12 in the discretion of the governing authorities thereof,
13 would be to the best interest of the people of the public
14 agency. If at any time title to or possession of the project
15 or any such facility is held by any public body or govern-
16 mental agency other than the authority, including any
17 agency or instrumentality of the United States of America,
18 the agreements referred to in this section shall inure to
19 the benefit of and may be enforced by such public body
20 or governmental agency.

21 “ARTICLE XVII. ESTABLISHMENT OF JOINT VEN-
22 TURE. The board is empowered to establish and create
23 such nonprofit corporations, joint ventures, limited liabil-
24 ity companies as from time to time the board may deem
25 necessary or desirable in the performance of any acts or

1 other things necessary to the exercise of the powers pro-
2 vided in this chapter, and to delegate to such departments,
3 boards or other agencies such administrative duties and
4 other powers as the board deems necessary or desirable.

5 “ARTICLE XVIII. OWNERSHIP AND DISPOSITION OF
6 PROPERTY. The authority is authorized to acquire prop-
7 erty, real, personal or mixed, within or without its terri-
8 torial limits, in fee simple or any lesser interest or estate,
9 by purchase, gift, devise or lease, on such terms and condi-
10 tions as the board may deem necessary or desirable; to
11 acquire mineral rights and leases; to acquire title to sub-
12 merged lands and riparian rights and easements or rights-
13 of-way with or without restrictions within or without the
14 limits of the authority; to accept the dedication of streets
15 and other rights-of-way on such terms and conditions as
16 the authority may approve; to make purchase money mort-
17 gages and deed trusts and other forms of encumbrance
18 on any property acquired by the authority and to purchase
19 property subject to purchase money mortgages, or other
20 encumbrances; and to mortgage, hold, manage, control,
21 convey, lease, sell, grant or otherwise dispose of the same,
22 and of any of the assets and properties of the authority,
23 with or without consideration.

24 “ARTICLE XIX. LEASE OF FACILITIES. Whenever
25 deemed necessary or desirable by the authority, the au-

1 thority may lease as lessor or lessee to or from any person,
2 firm, corporation, association or body public or private,
3 any projects of the type that the authority is authorized
4 to undertake and facilities or property of any nature for
5 the use of the authority and to carry out any of the pur-
6 poses of the compact.

7 “ARTICLE XX. AUTHORITY SERVICES AUTHORIZED.
8 The authority, in furtherance of its purposes and to facili-
9 tate or provide the necessary services for the development
10 of the compact area is authorized by agreement, owner-
11 ship, contract, lease, joint venture or otherwise to do the
12 following within the compact or service area.

13 “(a) RECLAMATION AND DRAINAGE. To adopt a plan
14 of reclamation, and own, acquire, construct, reconstruct,
15 equip, operate, maintain, extend and improve canals,
16 ditches, drains, dikes, levees, pumps, plants and pumping
17 systems and other works, machinery and plants.

18 “(b) WATER AND SEWER SYSTEM. To facilitate the
19 development or own, acquire, construct, reconstruct,
20 equip, operate, maintain, extend and improve water sys-
21 tems and sewer systems or combined water and sewer sys-
22 tems; to cooperate with the proper public agency to regu-
23 late the use of sewers and the supply of water within the
24 compact area and cooperate with the proper public agency
25 in prohibiting or regulating the use and maintenance of

1 outhouses, privies, septic tanks or other sanitary struc-
2 tures or appliances within the compact area; to coordinate
3 with the proper public agencies in prescribing methods of
4 pretreatment of wastes not amenable to treatment with
5 domestic sewage before accepting such wastes for treat-
6 ment and to refuse to accept such wastes when not suffi-
7 ciently pretreated as may be prescribed by the proper pub-
8 lic agency; to sell or otherwise dispose of the effluent,
9 sludge or other by-products as a result of sewage treat-
10 ment; and to construct and operate connecting, inter-
11 cepting or outlet sewers and sewer mains and pipes and
12 water mains, conduits or pipelines in, along or under any
13 street, alleys, highways or other public places or ways
14 within the compact services area, when deemed necessary
15 or desirable by the authority and the proper public agency
16 in accomplishing the purposes of this chapter.

17 “(c) WASTE COLLECTION AND DISPOSAL. To own, ac-
18 quire, construct, reconstruct, equip, operate, maintain, ex-
19 tend and improve a waste collection and disposal system,
20 and to sell or otherwise dispose of any affluent, residue
21 or other by-products of such systems, provided that such
22 actions comply with existing state and federal laws and
23 regulations.

24 “(d) RECREATION FACILITIES. To provide, acquire,
25 construct, equip, operate, maintain, if necessary, extend

1 and improve parks, playgrounds, picnic grounds, golf
2 courses, auditoriums, libraries, recreational centers, con-
3 vention halls and facilities, and cultural, recreational and
4 other appropriate projects.

5 “(e) PARKING FACILITIES. To own, acquire, con-
6 struct, reconstruct, equip, operate, maintain, extend and
7 improve parking facilities, to install or cause to be in-
8 stalled parking meters at or near the curbs of streets,
9 roads and other public ways within the compact area, and
10 to adopt such regulations and impose such charges in con-
11 nection with any parking facilities as the board may deem
12 necessary or desirable.

13 “(f) FIRE PROTECTION. To provide for or own, ac-
14 quire, construct, reconstruct, equip, maintain, operate, ex-
15 tend and improve fire control facilities for the compact,
16 including fire stations, water mains and plugs, fire trucks
17 and other vehicles and equipment, and to undertake such
18 works and construct such facilities as may be determined
19 necessary by the board to carry out a program of fire pre-
20 vention and fire control within the compact or service area.

21 “(g) CONSERVATION AREAS AND SANCTUARIES. To
22 designate, set aside and maintain lands and areas within
23 the compact area as conservation areas; to promulgate and
24 enforce rules and regulations with respect thereto and to
25 protect and preserve the natural beauty thereof.

1 “ARTICLE XXI. PURSUIT OF EMINENT DOMAIN. The
2 authority shall not have the power to exercise eminent do-
3 main. The authority shall have the authority to request
4 and pursue eminent domain through the state or a unit
5 of local government for the particular purpose of the ac-
6 quisition of property designated by plan to sufficiently ac-
7 commodate the location of the specific facilities and utili-
8 ties, and such requirements related directly thereto pursu-
9 ant to the provisions of applicable state law. However, be-
10 fore the exercises of this power, the board shall enter on
11 its minutes the determination of the need to pursue the
12 power of eminent domain through the state or unit of local
13 government for the acquisition of a part of the acreage
14 involved, not to exceed ten percent (10%) of the acreage
15 involved, and the board shall so specify in its minutes.

16 “ARTICLE XXII. SHORT TERM BORROWINGS. The au-
17 thority at any time may obtain loans, in such amount, and
18 on such terms and conditions as the board may approve,
19 for the purpose of paying any of the expenses of the au-
20 thority or any costs incurred or that may be incurred in
21 connection with any of the projects of the authority, which
22 loans shall have a term not exceeding two (2) years from
23 the date of issuance thereof, and may be renewable for
24 a like term or terms, and may be payable from and se-
25 cured by a pledge of such funds, revenues and assess-

1 ments, other than a levy of ad valorem taxes, as the board
2 may determine.

3 “ARTICLE XXIII. COOPERATION AGREEMENTS WITH
4 THE STATE, COUNTIES AND MUNICIPALITIES. (1) The
5 states of Mississippi and Tennessee and the counties, mu-
6 nicipalities and other political subdivisions and public bod-
7 ies and agencies thereof, or any of them, whether now ex-
8 isting or hereafter created, are authorized to aid and co-
9 operate with the compact in carrying out any of the pur-
10 poses and projects of the authority to enter into coopera-
11 tion agreements with the authority, to provide in any such
12 cooperation agreement for the making of loans, gifts,
13 grants or contributions to the authority and the granting
14 and conveyance to the authority of real or personal prop-
15 erty of any kind or nature, or any interest therein, for
16 the carrying out of the purposes and projects of the au-
17 thority, to covenant in any such cooperation agreement to
18 pay all or any part of the costs of acquisition, construc-
19 tion, reconstruction, extension, improvement, operation
20 and maintenance of any of the projects of the authority,
21 and to pay all or any part of the principal and interest
22 on any bonds of the authority and all or any part of the
23 deposits required to be made into any reserve, renewal and
24 replacement or other funds created and established by the

1 indenture, resolution, deed of trust or other instrument
2 securing such bonds.

3 “(2) The authority is empowered to enter into a joint
4 venture development agreement or other agreement to pro-
5 vide services, facilities or to invest such available funds
6 of the authority in a project which contributes to the eco-
7 nomic growth and development of Fayette County, Ten-
8 nessee, or Marshall County, Mississippi, as may be deter-
9 mined by the board.

10 “ARTICLE XXIV. CONFIDENTIALITY OF CLIENT IN-
11 FORMATION CONCERNING DEVELOPMENT PROJECTS. (1)
12 Any records of the authority which contain client informa-
13 tion concerning development projects shall be exempt from
14 the provisions of the Mississippi Public Records Act of
15 1983 or the applicable provision in Tennessee law for a
16 period of two (2) years after receipt of the information
17 by the compact.

18 “(2) Confidential client information in public records
19 held by the authority shall be exempt from the provisions
20 of the Mississippi Public Records Act of 1983 or the appli-
21 cable provision in Tennessee law during the period of re-
22 view and negotiation on a project proposal and for a period
23 of ninety (90) days after approval, disapproval or aban-
24 donment of the proposal.

1 “ARTICLE XXV. INTERSTATE AND FEDERAL CO-
2 OPERATION. The authority is authorized to cooperate and
3 coordinate with economic development commissions, trav-
4 el, and other similar commissions and boards, or other
5 similar agencies of other states, the federal government,
6 and with county, municipal, and regional economic devel-
7 opment, travel, and other similar commissions or boards,
8 or other agencies thereof, for the purposes of securing eco-
9 nomic development within the states of Mississippi and
10 Tennessee, and to accomplish this purpose.

11 “ARTICLE XXVI. PUBLICITY AND ADVERTISING. It
12 shall be the duty of the authority to prepare and execute
13 a program of publishing and advertising that will bring
14 into favorable notice the industrial, commercial, rec-
15 reational, educational and social advantages, opportuni-
16 ties, possibilities, resources and facilities of the compact,
17 and in the preparation and execution of such program the
18 compact may use any funds which may be appropriated
19 or otherwise made available.

20 “Article XXVII. SALE, LEASE OR OTHER DISPOSAL
21 OF ENTERPRISES. When authorized by the board, the au-
22 thority is empowered, in its discretion, to sell, lease or oth-
23 erwise dispose of any industrial enterprise or other enter-
24 prises of the authority, in whole or in part, on such terms
25 and conditions and with such safeguards as will best pro-

1 mote and protect the public interest. Further, the author-
2 ity is authorized, acting with the approval of the general
3 manager by and through the board, to transfer title or
4 possession to such industry or to any property utilized
5 therein, by warranty deed, lease, bill of sale, contract or
6 other customary business instrument, in the same manner
7 and to the same extent that any private corporation, asso-
8 ciation or person may contract, with reference to such
9 property of a similar nature. Such disposition shall not
10 be made except by the affirmative vote of at least two-
11 thirds ($\frac{2}{3}$) of the board, and all votes shall be of record.
12 All income from any lease or contract for the operation
13 or from the disposition of an industrial enterprise may be
14 used by the authority for any authorized purpose, except
15 that if bonds have been issued for the enterprise, the pro-
16 ceeds shall be paid into the bond sinking funds provided
17 for any bonds issued for the retirement of such bonds if
18 any are outstanding for the sale year and the interest
19 thereon. Such income or proceeds related to a bond issue
20 shall not be used by the authority for any other purpose
21 except as to disposition of surplus income authorized
22 above, and shall be subject to all of the provisions regard-
23 ing the sinking fund.

24 “ARTICLE XXVIII. REQUIREMENTS RESPECTING
25 LEASE OF PROJECTS. Before the leasing of any project,

1 enterprise or facilities for which bonds have been issued,
2 the board must determine and find the following: the
3 amount necessary in each year to pay the principal of and
4 the interest on the bonds proposed to be issued to finance
5 such project; the amount necessary to be paid each year
6 into any reserve funds, which amounts may include depos-
7 its in escrow or reserve amounts as advance sums for the
8 payment of insurance, which the board may deem it advis-
9 able to establish in connection with the retirement of the
10 proposed bonds and the maintenance of the project; and,
11 unless the terms under which the project is to be leased
12 provide that the lessee shall maintain the project and
13 carry all proper insurance with respect thereto, the esti-
14 mated cost of maintaining the project in good repair and
15 keeping it properly insured. The determinations and find-
16 ings of the board required to be made in the preceding
17 sentence shall be set forth in the proceedings under which
18 the proposed bonds are to be issued; and before the
19 issuance of such bonds, the authority shall lease the
20 project to a lessee under an agreement conditioned upon
21 completion of the project and providing for payment to
22 the authority of such rentals as, upon the basis of such
23 determinations and findings, will be sufficient (a) to pay
24 the principal of and interest on the bonds issued to finance
25 the project, (b) to build up and maintain any reserve

1 deemed by the board to be advisable in connection there-
2 with, and (c) unless the agreement of lease obligated the
3 lessee to pay for the maintenance and insurance of the
4 project, to pay the cost of maintaining the project in good
5 repair and keeping it properly insured. Such lease shall
6 be made upon such other terms and conditions and for
7 the time which may be determined by the authority and
8 may contain provisions authorizing the purchase of the en-
9 tire project or any portion thereof by the industry or its
10 assignee after all bonds issued thereunder have been paid
11 in full, for such consideration and upon such terms and
12 conditions as the authority may determine.

13 “ARTICLE XXIX. PLANS FOR INDUSTRIAL PLANT
14 TRAINING AND RECRUITMENT. The authority is authorized
15 and empowered to formulate plans for industrial plant
16 training, workplace skills or other educational activities to
17 aid in recruitment for new and expanded industries, or
18 both, and to enter into agreements for such training with
19 a college, university or training institution in either or
20 both member states.

21 “ARTICLE XXX. LEASE/SALE AGREEMENTS BE-
22 TWEEN COMPACT AND INDUSTRIES. Any agreement made
23 under this chapter may provide that the project will be
24 owned by the authority, and leased to the industry; may
25 provide the industry with an option to purchase the project

1 upon such terms and conditions as the board and the in-
2 dustry shall agree upon, at a price which represents the
3 fair market value at the time of purchase or may provide
4 that the project shall become the property of the industry
5 upon the acquisition thereof. Any such agreement may
6 also, but is not required to, include a guaranty agreement
7 whereby a corporation, foreign or domestic, other than the
8 industry guarantees in whole or in part the obligations of
9 the industry under the lease or sale upon such terms and
10 conditions as the board may deem appropriate.

11 “ARTICLE XXXI. Nothing in this section shall be
12 construed so as to conflict with or modify any existing
13 statute, or to limit the powers of any party state, or to
14 repeal or prevent legislation, or to authorize or permit cur-
15 tailment or diminution of any other economic development
16 project, or to affect any existing or future cooperative ar-
17 rangement or relationship between any federal agency and
18 a party state. The authority conferred by this compact
19 shall not be construed as an exemption from the provisions
20 of Section 77-3-1 et seq., as to the requirements for ob-
21 taining a certificate of public convenience and necessity,
22 the jurisdiction of the Public Service Commission to regu-
23 late rates or any other provisions of that law. Further-
24 more, nothing in this compact shall be construed to de-
25 prive, prevent, or hinder a regulated public utility from

1 exclusively providing its services in those portions of the
2 compact area that are now or hereafter included within
3 a certificate of public convenience and necessity issued to
4 the public utility by the State Public Service Commission
5 or appropriate regulatory agency.

6 “ARTICLE XXXII. This compact shall continue in
7 force and remain binding upon each party state until the
8 Governor, with the consent of the Legislature, of each or
9 either state takes action to withdraw therefrom; provided
10 that such withdrawal shall not become effective until six
11 (6) months after the date of the action taken. Notice of
12 such action shall be given by the Secretary of State of
13 the party state which takes such action.”.

14 **SEC. 2. REPEAL PREVIOUS CONSENT.**

15 Public Law 105–145 is repealed.

16 **SEC. 3. INCONSISTENCY OF LANGUAGE.**

17 The validity of the compact consented to by this Act
18 shall not be affected by any insubstantial difference in its
19 form or language as adopted by the States.

20 **SEC. 4. RIGHT TO ALTER, AMEND, OR REPEAL.**

21 The right to alter, amend, or repeal this joint resolu-
22 tion is hereby expressly reserved.

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