



WASHINGTON COUNTY, ARKANSAS County Courthouse

SPECIAL MEETING OF THE WASHINGTON COUNTY QUORUM COURT

Tuesday, May 28, 2019 6:00 p.m. Washington County Quorum Court Room

AGENDA

1. CALL TO ORDER AND WELCOME

JUDGE JOSEPH WOOD

- 2. PRAYER AND PLEDGE
- 3. ADOPTION OF AGENDA

At the beginning of each meeting, the agenda shall be approved. Any JP may request an item be added or removed from the agenda subject to approval of the Quorum Court.

4. CITIZEN'S COMMENTS

Fifteen-minute comment period with a three-minute limit for each individual to comment on items on the agenda or other items.

5. AN ORDINANCE PROVIDING FOR THE EXECUTION AND (5.1)
DELIVERY OF AN EQUIPMENT LEASE PURCHASE AGREEMENT
BETWEEN WASHINGTON COUNTY, ARKANSAS, AND STERLING
NATIONAL BANK; PROVIDING FOR THE PAYMENT OF LEASE
PAYMENTS PURSUANT TO SUCH AGREEMENT; PROVIDING
FOR THE EXECUTION AND DELIVERY OF AN ESCROW
AGREEMENT AMONG WASHINGTON COUNTY, ARKANSAS,
STERLING NATIONAL BANK, AS LESSOR, AND STERLING NATIONAL
BANK, AS ESCROW AGENT; RATIFYING THE EXECUTION AND
DELIVERY OF A PERFORMANCE CONTRACT DATED AS OF
APRIL 23, 2019 BETWEEN WASHINGTON COUNTY ARKANSAS
AND JOHNSON CONTROLS, INC.; PRESCRIBING OTHER MATTERS
RELATING THERETO; AND DECLARING AN EMERGENCY
(Item-19-I-055)

6. ADJOURNMENT

SAM DUNCAN

Item 19-I-055

ORDINANCE NO. 2019-

2 3 4

5

6

7

1

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AN emergency ORDINANCE TO BE ENTITLED:

8 9

10 11 12

14 15

13

20 21 22

232425

2627

28 29 30

32 33

31

34 35

36 37

38 39

40

41

WHEREAS, Washington County, Arkansas (the "County") has acknowledged the need for acquiring and installing certain energy equipment and other related energy facilities (the "Facilities") in various facilities owned by the County for the use and benefit of the citizens of the County; and

AN ORDINANCE PROVIDING FOR THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE PURCHASE AGREEMENT BETWEEN WASHINGTON COUNTY. ARKANSAS. AND **STERLING** NATIONAL PROVIDING FOR THE PAYMENT OF LEASE PAYMENTS PURSUANT TO SUCH AGREEMENT; PROVIDING FOR THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT **AMONG** WASHINGTON COUNTY, ARKANSAS, STERLING NATIONAL BANK, AS LESSOR, AND STERLING NATIONAL BANK, AS ESCROW AGENT: RATIFYING THE EXECUTION AND DELIVERY OF A PERFORMANCE CONTRACT DATED AS OF APRIL 23. 2019 BETWEEN WASHINGTON COUNTY ARKANSAS AND JOHNSON CONTROLS, INC.; PRESCRIBING OTHER MATTERS RELATING THERETO: AND DECLARING AN EMERGENCY.

WHEREAS, Washington County, Arkansas (the "County")

WHEREAS, Washington County, Arkansas (the "County")

has acknowledged the need for acquiring and installing certain energy equipment and other related energy facilities (the "Facilities") in various facilities owned by the County for the use and benefit of the citizens of the County; and

has acknowledged the need for acquiring and installing certain energy equipment and

other related energy facilities (the "Facilities") in various facilities owned by the County for

the use and benefit of the citizens of the County; and

WHEREAS, Washington County, Arkansas (the "County") has acknowledged the need for acquiring and installing certain energy equipment and other related energy facilities (the "Facilities") in various facilities owned by the County for the use and benefit of the citizens of the County; and

WHEREAS, in connection with the acquisition and installation of the Facilities, the County intends to execute and deliver an Escrow Agreement among the County, the Lessor, and Sterling National Bank, as Escrow Agent, substantially in the form presented to and before this meeting of the Quorum Court (the "Escrow Agreement"):

NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF WASHINGTON COUNTY, ARKANSAS:

ARTICLE 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 89 to the Constitution of the State of Arkansas and Arkansas Code Annotated Title 14, Chapter 164, Subchapter 8, as amended, the obligations to be evidenced by the Lease Agreement (the "Obligations") are hereby approved and authorized in the total principal amount of not to exceed \$8,005,529.00, for a term not exceeding twenty (20) years from the date of execution and delivery thereof, and bearing interest at a rate not to exceed 3.17%. The Obligations are not and shall not be general obligations of the County, but shall be special obligations payable solely from revenues in the form of savings received by the County pursuant to the Performance Contract. Notwithstanding the foregoing, the County is authorized, but not required, to make payments under the Lease Agreement from any lawful revenues of the County.

ARTICLE 2. The County Judge and County Clerk, for and on behalf of the County, are authorized and directed to do any and all things necessary to effect the preparation, execution and delivery of the Lease Agreement and the performance of all obligations of the County under the Lease Agreement and the Escrow Agreement. The Lease Agreement and the Escrow Agreement are hereby approved in substantially the forms submitted to this meeting, with such changes, omissions, insertions and revisions as the County Judge, with the advice of counsel, shall deem advisable, the execution and delivery by the County Judge and County Clerk of such Lease Agreement and Escrow Agreement to constitute conclusive evidence of the County's acceptance and approval thereof.

ARTICLE 3. The County Judge and County Clerk, for and on behalf of the County, are authorized and directed to do any and all things necessary to effect the preparation, execution and delivery of the Lease Agreement and the Escrow Agreement, the performance of all obligations of the County under the Lease Agreement and the Escrow Agreement, the use of a portion of the proceeds from the Obligations to commence acquisition and installation of the Facilities and the performance of all acts

enumerated in this Ordinance and all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The County Judge and County Clerk are further authorized and directed, for and on behalf of the County, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. **ARTICLE 4.** The prior authorization, execution and delivery of the Performance Contract by the County is hereby ratified, approved and confirmed. ARTICLE 5. The Quorum Court of the County hereby authorizes and directs the County Judge and County Clerk, and the officers and employees of the County, to carry out or cause to be carried out, and to perform such obligations of the County and to execute such other certificates or documents, among other things, to evidence authority as authorized herein and to take such other actions as they, in consultation with counsel, shall consider necessary or advisable in connection with this Ordinance, the Lease Agreement, and the Escrow Agreement. **ARTICLE 6.** If any one or more provisions of this Ordinance shall be determined by a court of competent jurisdiction to be contrary to law, any such provision shall be deemed separable from the remaining provisions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance. **ARTICLE 7.** Emergency Clause. It is hereby found and declared that an immediate need exists for the acquisition, installation, and financing of the Facilities in order to obtain the most cost effective energy for the County. It is, therefore, declared that an emergency exists. This Ordinance, being necessary for the immediate preservation of the public peace, health, and safety, shall take effect and be in force from and after its passage. JOSEPH K. WOOD, County Judge DATE BECKY LEWALLEN, County Clerk

87

88

89 90

91 92

93

94 95

96

97

98

99

100

101

102103

104

105

106

107108

109

110

111

112

113

123 124 125

126

127

128

129

130

Introduced by: Date of Passage:

Members Voting For:

Members Abstaining:

Members Absent:

Members Voting Against: