



**WASHINGTON COUNTY, ARKANSAS**  
**County Courthouse**

**MEETING OF THE**  
**WASHINGTON COUNTY QUORUM COURT**  
**JAIL/LAW ENFORCEMENT/COURTS COMMITTEE**

**Monday, November 4, 2019**  
***Immediately following County Services Meeting***  
**Washington County Quorum Court Room**

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Judith Yanez  
Patrick Deakins  
Sam Duncan

Chair Lance Johnson

Shawndra Washington  
Vice-Chair Willie Leming  
Ann Harbison

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**AGENDA**

1. **CALL TO ORDER AND WELCOME**
2. **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 Committee.
3. **JUVENILE DETENTION**
  - Monthly Statistics Report (3.1 - 3.6)
4. **SHERIFF'S OFFICE**
  - Enforcement Activity Report (4.1)
  - Detention Activity Report (4.2)
  - Pre-Trial vs Total Bed Count (4.3)
5. **OMBUDSMAN'S REPORT (5.1)**
6. **WASHINGTON COUNTY CRIMINAL JUSTICE WORKGROUP REPORT**
7. **LEASE AGREEMENT ON COUNTY BUILDINGS AT 100 AND 114 N COLLEGE, FAYETTEVILLE – JP PATRICK DEAKINS (7.1)**
8. **PRESENTATION BY SHERIFF HELDER**
9. **PUBLIC COMMENT**  
Twelve-minute comment period with a three-minute limit for each individual to comment on items on the agenda.
10. **ADJOURNMENT**

Washington County Juvenile Detention Center  
885 Clydesdale  
Fayetteville, AR 72701  
Kendrick Sexton  
444-1670, ext.3

**Joseph Wood**  
**Washington County Judge**

# Memo

**To:** Judge Wood  
**From:** Kendrick Sexton  
**CC:** Carl Gales, Patricia Burnett, Norma Frisby, Denyse Collins  
**Date:** 11/1/19  
**Re:** Juvenile Detention Monthly Statistics Report/October

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Attached you will find the following for October 2019 statistical reporting for JDC:

- \* Daily Population Count
- \* Detention comparisons date for 2018 and 2019
- \* Totals and Averages
- \* Average Daily Population for October: 30.5
- \* Number of Transports: 19

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**JUVENILE DETENTION CENTER  
DAILY POPULATION COUNT FOR OCTOBER 2019**

This information was developed using the Center's Daily Population Count Forms, which were designed to provide the Juvenile court staff with daily population information.

<b>DAY</b>	<b>MONTH</b>	<b>POPULATION</b>
1	OCTOBER	36
2	OCTOBER	37
3	OCTOBER	36
4	OCTOBER	34
5	OCTOBER	34
6	OCTOBER	34
7	OCTOBER	35
8	OCTOBER	32
9	OCTOBER	34
10	OCTOBER	33
11	OCTOBER	33
12	OCTOBER	32
13	OCTOBER	32
14	OCTOBER	40
15	OCTOBER	39
16	OCTOBER	36
17	OCTOBER	39
18	OCTOBER	36
19	OCTOBER	34
20	OCTOBER	36
21	OCTOBER	38
22	OCTOBER	25
23	OCTOBER	26
24	OCTOBER	24
25	OCTOBER	26
26	OCTOBER	26
27	OCTOBER	29
28	OCTOBER	29
29	OCTOBER	27
30	OCTOBER	27
31	OCTOBER	27

## REGIONAL JUVENILE CENTER DETENTION DATA COMPARISONS

The following information is a comparison of detention data elements for the month of OCTOBER 2018 and 2019.

STATISTICAL INFORMATION	2018	2019	
AVERAGE NUMBER OF INTAKES PER DAY	1.48	1.32	
NUMBER OF INTAKES (total for period)	46	41	
NUMBER OF DAYS OF DETENTION (total for period)	472	408	
AVERAGE AGE	15.57	15.15	
AVERAGE LENGTH OF STAY	10.26	9.95	
<b>TOP FIVE OFFENSES USED FOR DETENTION</b>			
<b>2018</b>		<b>2019</b>	
<b>OFFENSE</b>	<b># OF INTAKES</b>	<b>OFFENSE</b>	<b># OF INTAKES</b>
<i>PROBATION VIOLATION (Misdemeanor)</i>	8	<i>PROBATION VIOLATION (Misdemeanor)</i>	6
<i>PROBATION VIOLATION (Felony)</i>	5	<i>BATTERY 3 (Misdemeanor)</i>	5
<i>BATTERY 1 (Felony)</i>	5	<i>DISORDERLY CONDUCT (Misdemeanor)</i>	4
<i>THEFT OF PROPERTY (Felony)</i>	4	<i>PROBATION VIOLATION (Felony)</i>	4
<i>VIOLATION OF TERMS/CONDITIONS (Misdemeanor)</i>	4	<i>VIOLATION OF TERMS/CONDITIONS (Misdemeanor)</i>	4

# Washington County Juvenile Detention Center

## Totals and Averages

This report covers 31 days 10/1/2019 to 10/31/2019  
 The Avg. Daily Intake is 1.32

<b>Intakes</b>	41
<b>Days of Detention</b>	408
<b>Average Age</b>	15.15
<b>Average Stay</b>	9.95

## Totals and Averages by County and Percentage of Facility Use

**Start Date** 10/1/2019 **End Date** 10/31/2019

This report covers 31 days

<b>County</b>	<b># Intakes</b>	<b># Detention Days</b>	<b>Average Stay</b>	<b>Av. Daily Intake</b>	<b>Percentage of Total Days</b>
Madison	3	43	14.33	0.10	10.54 %
Washington	38	365	9.61	1.23	89.46 %
	41	408	9.95	1.32	100.00 %

## Totals and Averages by Court

<b>Court</b>	<b># of Intakes</b>	<b># of Days</b>	<b>Avg. Stay</b>
Juvenile	41	408	9.95

# Washington County Juvenile Detention Center

## Totals and Averages

This report covers 31 days 10/1/2018 to 10/31/2018  
 The Avg. Daily Intake is 1.48

<b>Intakes</b>	46
<b>Days of Detention</b>	472
<b>Average Age</b>	15.57
<b>Average Stay</b>	10.26

## Totals and Averages by County and Percentage of Facility Use

**Start Date** 10/1/2018 **End Date** 10/31/2018

This report covers 31 days

County	# Intakes	# Detention Days	Average Stay	Av. Daily Intake	Percentage of Total Days
Madison	2	6	3.00	0.06	1.27 %
Washington	44	466	10.59	1.42	98.73 %
	46	472	10.26	1.48	100.00 %

## Totals and Averages by Court

Court	# of Intakes	# of Days	Avg. Stay
Juvenile	45	456	10.13
Interstate C	1	16	16.00

WASHINGTON COUNTY JUVENILE DETENTION CENTER

**Oct-19**

Sentenced 8

CURRENTLY HOLDING 2

1	Adult charged youth currently holding
0	FINS
3	DYS
0	Early release to treatment or other appropriate facility
0	CSTP
0	Sent to acute placement

**TRANSPORTS**

19	Transports
16	Transports in town
3	Out of town transports
2	Other agency transported/parent
17	JDC Transports

**Washington County Sheriff's Office**  
Activity Report

4.1

	<u>October</u>		<u>January-October</u>	
	2019	2018	2019	2018
<b>Patrol</b>				
Calls for Service:	2,416	2,162	24,110	22,440
Animal Calls:	146	135	1,286	1,232
<b>Civil Process</b>				
Papers Entered:	295	296	3,186	2,941
No Charge:	180	191	2,194	2,066
Papers Served:	261	271	3,032	2,877
Service Attempts:	343	271	4,128	3,045
<b>Warrants</b>				
Warrants Entered:	579	610	6,038	6,054
Warrants Served:	473	533	6,658	5,392
<b>Training</b>				
Hours Trained:	7,491	3,976	52,064	51,448
<b>Communications</b>				
Regular Calls:	14,571	16,183	151,043	158,314
911 Calls:	642	641	6,552	6,414



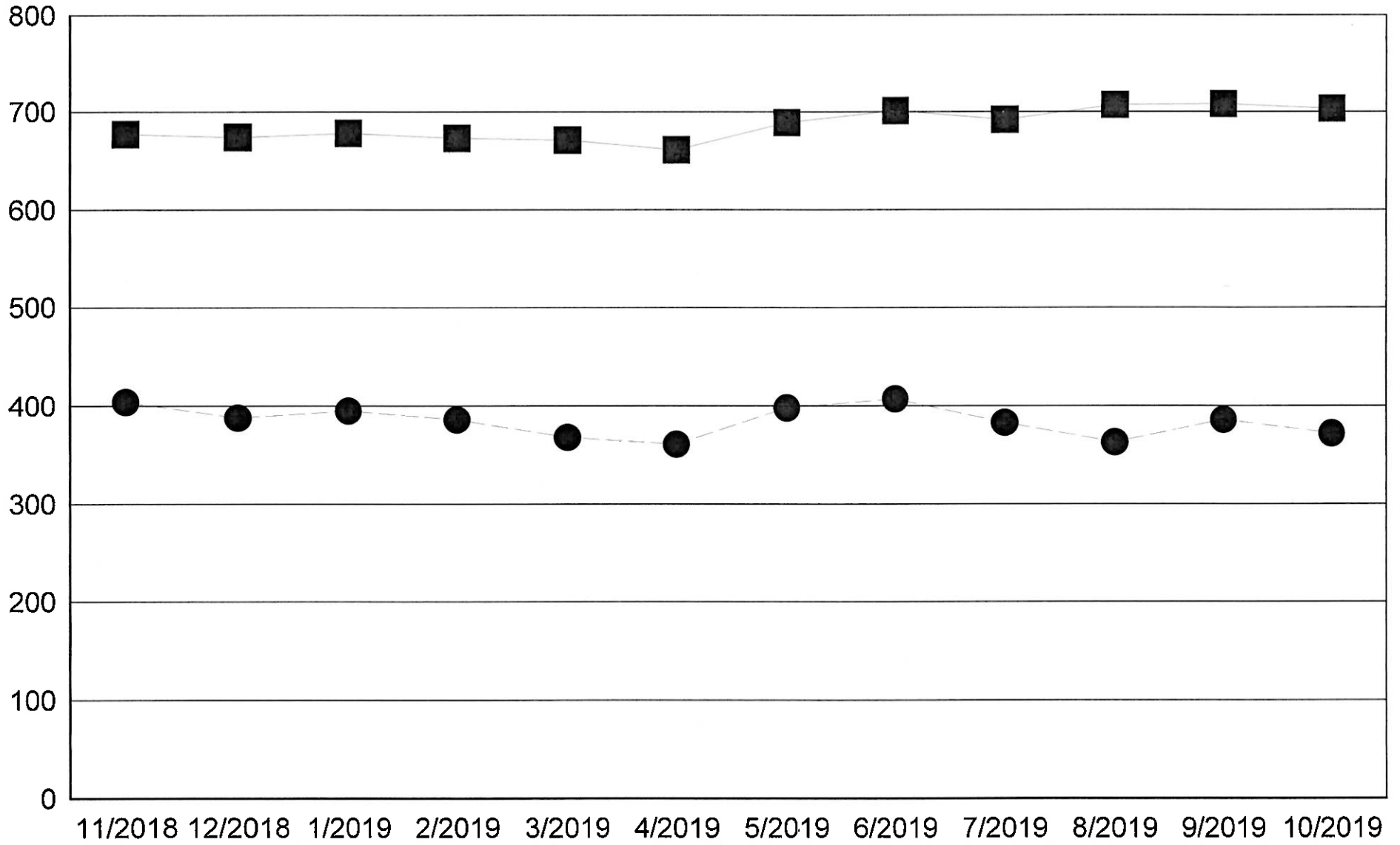
# Washington County Detention Center

## Activity Report

	<u>October</u>		<u>January-October</u>	
	2019	2018	2019	2018
<b>Detention</b>				
Intakes:	990	1,176	11,035	11,188
Sent To Prison:	64	23	354	295
Daily Average:	726	698	691	636
Daily Average: (Female)	147	142	136	127
<b>Detention Board Days</b>				
State Prisoners:	3,810	3,779	38,496	37,629
Federal Prisoners:	2,367	2,131	22,554	17,368
County Commits:	1,312	324	6,197	3,927
Pre-Trial:	11,544	12,116	116,220	110,376
All Detainees:	21,802	20,966	209,406	192,948
<b>Outside Workers</b>				
Community Service:	147	89	1,061	898
Work Release:	44	53	916	1,144
<b>Transport</b>				
Transport Miles:	39,906	36,770	357,429	337,772
In County:	1,166	1,184	10,179	10,542
Out of County:	153	137	1,644	1,446
<b>Animal Shelter</b>				
Total Workers:	30	64	400	457
Total Hours:	232	224	3,096	3,584

# Detention Pre-Trial vs Total Bed Count

4.3



*1 Year*

## WASHINGTON COUNTY JAIL OMBUDSMAN PROJECT

### REPORT TO THE WASHINGTON COUNTY QUORUM COURT JAIL COMMITTEE, AND TO THE COUNTY JUDGE AND THE JUSTICES OF THE PEACE OF THE FULL QUORUM COURT FOR OCTOBER, 2019

Submitted by Stanley E. Adelman  
 Washington County Jail Ombudsman  
 November 1, 2019

#### 1. SUMMARY

During the month of October, the Washington County Jail Ombudsman Project interviewed 16 jail detainees for the first time, and did follow-ups with several other detainees whom we had previously interviewed. In view of the volume of detainees who have been requesting our services (which I previously reported to this Committee), we have just added a third *pro bono* law student assistant from the University of Arkansas School of Law, Ms. Mara Hayn, which should increase our capacity to interview, follow up with, and advocate for the pretrial release of non-dangerous jail detainees.

During October we were able to arrange for the release of three additional detainees who were not deemed to present significant risk to public safety, accounting for a saving to the County of 99 “bed-days.” When added to the 143 estimated bed-days we saved in September we have now saved the County and its taxpayers approximately 242 bed-days thus far. As I reported to this Committee last month, our level of support and assistance from the Sheriff’s Department, the Prosecutor’s Office, and the Public Defender’s Office, and from the Washington County criminal justice community as a whole, has continued to be outstanding. I am also in the midst of trying to arrange, through Washington County Circuit Administrative Judge Stacey Zimmerman, to meet with the circuit judges of the County hopefully some time in mid-November.

#### 2. SUCCESSES AND CHALLENGES

\* We have established a mutually beneficial working relationship with the Bail Project. We confer regularly about particular detainees and have co-operated to secure the release of several defendants by having, for example, the Ombudsman Project endeavor to reduce an unattainably high bail/bond to an amount that the Bail Project, utilizing their own resources, can post to secure that detainee’s release pending trial or other disposition of charges. At that point, the Bail Project also acts to assure that the releasee appears in court as directed and also meets all other court-directed conditions of release (such as entering and remaining in an alcohol, drug, or mental health treatment program). While no method of pretrial release is guaranteed to succeed, this type of follow up provides an extra measure of community protection. The Bail Project, here and elsewhere, has demonstrated a very low level of FTA’s due to its follow up services.

\* We have continued to spread the message, and received widespread acceptance, that the criminal justice system as a whole, as well as individual agencies and leaders, must take a resource-management approach to the issue of jail overcrowding. We cannot, as other jurisdictions have learned, just keep relying on repeated cycles of building and expansion as our sole response to jail and prison overcrowding. As a certain point, our capacity to tax and spend to build and operate more and more jails and prisons becomes exhausted.

\* As I reported last month, the combination of a high bond and a long next court date can be devastating to detainees and their families, and also result in a dangerously overcrowded jail facility and unnecessary costs to the county and its taxpayers. Pretrial confinement resulting from the deliberate setting of unattainably high bails that are far out of proportion to the seriousness of the offense charged or to the severity of the detainee's prior background also raises some potentially serious Constitutional issues, including possible violation of the Constitution's prohibition against Excessive Bail and the Constitutional guarantee of Due Process of Law. In addition, the incarceration of large numbers of non-dangerous defendants, resulting in a dangerously overcrowded jail, has the potential to expose both the County and the Sheriff (and his staff) to potential monetary liability in damages for conditions which they did not create. I will have more to say about these worrisome issues for the County in future reports.

\* "Stuck cases". Two months into our operations at the jail and interacting with the judicial system, it appears that the system as a whole is responding effectively to the easier cases – those where the charges are nonviolent and where there is no extensive prior history of prior criminality. Bail bonds in general are not excessive, and release of accused misdemeanants via citation is in widespread use. However, cases where there is a current FTA or a past history of failure to appear, or where there are pending charges or holds from other jurisdictions – what I have previously referred to as "stuck cases" – continue to challenge us to do better. Not every FTA bespeaks a serious risk of flight or violent behavior such as would justify some of the stringent bail/bond conditions we have seen in some cases. Again, sound criminal justice management points in the direction of reserving limited jail space primarily for those who present the greatest risk to public safety and finding other ways of dealing effectively with lower risk defendants.

### **3. SOME EARLY TENTATIVE RECOMMENDATIONS TO BETTER MANAGE OUR JAIL POPULATION**

The following are a few of the possible recommendations which the Jail Ombudsman Project may have to present to the Quorum Court and to all branches of Washington County government. They are tentative in nature at this point, but we feel that they will likely be supported by experience and data over the coming months:

Prioritizing the processing and disposition of jail cases. This is an easy one, which should cost the County and its taxpayers nothing. It is common practice (and also reflected in laws and procedural rules across the nation) to require that jail cases be tried or otherwise

disposed of on a faster track than non-jail cases. This should be reflected in official policy and practice here as well.

Increased use of pretrial electronic monitoring and home confinement as alternatives to jail. The investment in electronic hardware should more than pay for itself in saved jail bed space. Home confinement may be ordered either with or without electronic monitoring and if electronic monitoring is not deemed necessary in a particular case it can also cost nothing, and save the County much.

Becoming more discerning, and more effective, in dealing with FTA's. As I have previously reported to this Committee, most FTA's simply don't go anywhere after missing court for whatever reason. There are ways of being firm in holding FTA's to account that do not necessarily involve the deliberate setting of unattainable bond or aggravate the overcrowding of the jail. Possible examples include: short confinement for contempt, and greater use of home confinement, to name just a few.

Smarter use of the pretrial period to address the underlying causes of criminal behavior, such as the requiring of substance abuse or mental health treatment.

Arrest, at least of persons who are not hard-core career criminals, can present the opportunity for effective intervention into the root causes of criminality. Directing defendants into treatment, and providing effective treatment options can, and should, go hand in hand with reduced use of pretrial detention.

I wish to again thank the Justices of the Peace, and the Washington County criminal justice community for your support of Jail Ombudsman project and its goals.

Respectfully submitted,

Stan Adelman  
Washington County Jail Ombudsman

Arkansas Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 07/01/07 to 06/30/27  
Annual Rent: \$1.00  
Square Feet:                      Rate: \$ n/a  
Type: Public Advantage  
Worked By: Anne W. Laidlaw  
County: 72    Agency: 485  
Lease #: P2548

**STATE OF ARKANSAS LEASE AGREEMENT**

This Lease is made this 11<sup>th</sup> day of June, 2007, by which Lessor leases the PREMISES to Lessee through ABA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: WASHINGTON COUNTY, ARKANSAS, an Arkansas political subdivision.

"LESSEE" means: ARKANSAS DEPARTMENT OF COMMUNITY CORRECTION, 105 West Capitol Avenue, Suite 200, Little Rock, Arkansas 72201, an agency of the State of Arkansas.

"ABA" means the Real Estate Services Section of Arkansas Building Authority. By law ABA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. ABA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

**1. DESCRIPTION OF PREMISES:**

Two (2) structures and ancillary lands consisting of a free-standing administration building, a jail facility and adjacent parking lots located at 100 and 114 North College Avenue; all situated in the City of Fayetteville, County of Washington, Arkansas, further described in Addendum "A" attached hereto and incorporated herein by reference.

**2. TERM:**

The initial term will be for a period of twenty (20) years commencing on July 1, 2007 and ending on June 30, 2027. The term of the Lease will continue on an annual basis thereafter until such time as either party provides one hundred eight (180) days written notice to the other through ABA of its intent to terminate.

**3. RENT:**

The LESSOR agrees to accept \$1.00 per calendar annum as rent for the PREMISES, payable to LESSOR at: 280 North College Avenue, Suite 100, Fayetteville, Arkansas 72701.

**CONTRACT**  
#2007-0064

2007 JUN 31 PM 3:27

LESSOR and LESSEE agree that as additional rent, a public advantage is created whereby LESSEE agrees to maintain, operate, repair and modify the PREMISES to suit its purposes without cost or expense to the LESSOR.

**4. UTILITIES AND SERVICES:**

The LESSOR will furnish the following utilities and services:

- |  |  |
|--|--|
| No - Electricity                               | No - Elevator Service                    |
| No - Gas                                       | No - Trash Removal                       |
| No - Water and Sewer                           | No - Janitorial Services<br>and Supplies |
| No - Lamps, tubes, ballast<br>and replacements |  |

**5. MAINTENANCE, REPAIR AND REPLACEMENT:**

The LESSEE shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSOR'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all structural supports and exterior walls of the building, while LESSEE shall be responsible for maintaining all parking areas, windows, doors and common areas between the two buildings, including lawn and plant maintenance and adequate pest control services. LESSEE shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including maintenance and filters).

**6. FAILURE TO PERFORM:**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from ABA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, ABA and LESSEE may elect to terminate this Lease.

**7. DAMAGE BY FIRE OR OTHER CASUALTY:**

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. LESSEE shall bear the risk of loss for its personal effects and maintain adequate coverage throughout the lease term. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In

case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and ABA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through ABA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

#### 8. ALTERATIONS:

The LESSEE may attach fixtures, install signs and make alterations to and upon the PREMISES with LESSOR'S approval which shall not be unreasonably withheld. Such fixtures, signs and improvements shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. *See Special Provision 10(d) for an exception to restoration at lease termination.*

ABA, acting as agent for LESSEE, may during the course of this Lease negotiate with LESSOR for other improvements to be made in and upon the PREMISES. Any alterations proposed by LESSEE that will permanently modify the facilities or leased PREMISES shall be requested in writing by LESSEE and accompanied by a complete set of architectural plans and specifications for review by the LESSOR. The LESSOR shall have thirty (30) days to review the request and respond to LESSEE. If LESSOR fails to respond within the thirty day period, LESSEE may proceed with the requested improvements upon written notification to LESSOR of its improvement schedule. Likewise, LESSEE may propose additional permanent improvements be made to the PREMISES that will not be restored to its original condition at lease termination, which shall be subject to LESSOR'S prior approval.

#### 9. TERMINATION:

After the PREMISES has been occupied by LESSEE for at least ten (10) years, the LESSOR may terminate this Lease upon nine (9) months written notice to LESSEE through ABA. In such, LESSOR shall reimburse LESSEE the costs it incurred in making improvements to and modifications of the PREMISES. If LESSEE desires to leave certain improvements/modifications in the PREMISES, and LESSOR agrees to accept such, then LESSOR will pay to LESSEE the depreciated value of the remaining improvements. Furthermore, in addition to any payments made in the foregoing sentences, LESSOR shall pay to LESSEE the sum of \$5,000 for the early termination of this Lease.

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by ABA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

#### 10. SPECIAL PROVISIONS:

- (a) The LESSEE shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (b) LESSOR asserts that Washington County is the true owner of the PREMISES and its rights to the PREMISES are not pursuant to a lease or sublease.



- (c) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed amendment agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.
- (d) LESSEE agrees to accept the PREMISES in "as is, where is" condition. The LESSOR shall permit LESSEE to make the following alterations to the PREMISES upon occupancy, however, LESSOR agrees that LESSEE will not be required to restore these conditions upon lease termination:
- (1) Remove cell doors;
  - (2) Remove perimeter chain link fence (not until full time staff is on site).
- (e) All notices, demands or communications to be given under this Lease shall be given in writing by personal delivery, by first class certified mail, postage prepaid, return receipt requested and shall be deemed given when received by the addressee. All such notices, demands, or communications shall be addressed to LESSOR or LESSEE, as applicable, at the addresses set forth below or to such other addresses as the addressee shall have furnished to the other party:

As to LESSEE:           Arkansas Department of Community Correction  
 105 West Capitol Avenue, Suite 200  
 Little Rock, Arkansas 72201  
 Attn: Director

With copy to:           Arkansas Building Authority  
 501 Woodlane, Suite 320C  
 Little Rock, Arkansas 72201  
 Attn: Administrator of Real Estate Services

As to LESSOR:         Washington County, Arkansas  
 280 North College Avenue  
 Fayetteville, AR 72701  
 Attn: County Judge

**11. MISCELLANEOUS:**

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of ABA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.

- (c) The LESSEE may terminate this Lease by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.
- (f) It is understood by the parties that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

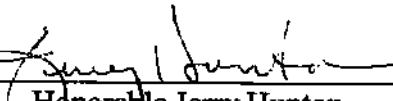
Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:

LESSEE:

WASHINGTON COUNTY,  
ARKANSAS

ARKANSAS DEPARTMENT OF COMMUNITY  
CORRECTION

By:   
Honorable Jerry Hunton,  
County Judge

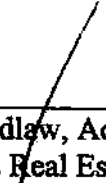
By:   
G. David Guntharp, Director

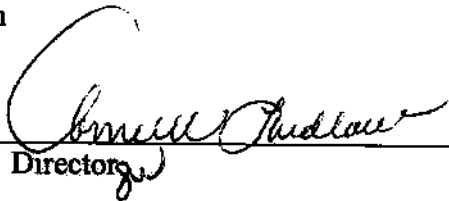
Date: 6-14-07

Date: 6/25/07

*MM 6-22-07*

ARKANSAS BUILDING AUTHORITY  
As Agent for Department of Community Correction

By:   
Anne W. Laidlaw, Administrator  
of Finance & Real Estate Services

By:   
Director

Date: \_\_\_\_\_

Date: 7/6/07

**ADDENDUM "A"**

<INSERT LEGAL DESCRIPTION HERE>

( SEE ATTACHED )

# WARRANTY DEED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That I, RONNIE G. SHERWOOD, Trustee under a Trust dated the 9th day of May, 1980, hereinafter called Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by

WASHINGTON COUNTY, ARKANSAS,

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

FILED  
FOR RECORD  
'85 JUL 11 PM 2 51  
WASHINGTON COUNTY AR  
ALMA KOLLMEYER  
CIRCUIT CLERK

765 - 12689 - 000

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, described as commencing at the Southwest Corner of said Forty (40) acre tract, thence North 00° 03' 49" West 360.30 feet to a point on the West line of said Section Fifteen (15), thence North 89° 56' 11" East 264.00 feet to the Point of Beginning; thence North 00° 03' 49" West 202.00 feet; thence North 89° 56' 11" East 26.00 feet; thence North 00° 03' 49" West 128.00 feet; thence North 89° 56' 11" East 49.00 feet; thence South 00° 03' 49" East 330.00 feet; thence South 89° 56' 11" West 75.00 feet to the Point of Beginning, containing 21,422.00 square feet, more or less, in the City of Fayetteville, Washington County, Arkansas.

The EOC building located on this parcel is not included in the lease

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been paid on this instrument.

Grantee Charles D. [Signature]  
County of Washington  
Address Washington County, Ark. Fayetteville, Ark. 72702

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises, that the same is unincumbered, and that I will forever warrant and defend the title to the said lands against all legal claims, whatever.

WITNESS my hand and seal on this 11<sup>th</sup> day of July, 1985.

THIS INSTRUMENT PREPARED BY:  
GINGER P. CRISP  
Attorney at Law  
P. O. Box 2933  
Fayetteville, AR 72702

Ronnie G. Sherwood (Seal)  
RONNIE G. SHERWOOD, Trustee under  
a Trust dated the 9th day of May, 1980

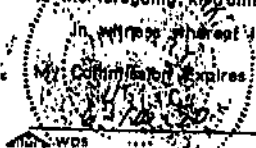
## ACKNOWLEDGMENT

STATE OF ARKANSAS } ss.  
County of Washington

On this 11<sup>th</sup> day of July, 1985, before me, a notary public, personally appeared

RONNIE G. SHERWOOD known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof hereunto set my hand and official seal.



Ginger P. Crisp  
Notary Public

Washington County v. Niblock  
Amended and Substituted Complaint  
Page 2

Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is thirteen (13) Poles and fourteen and one-half (14 1/2) links North of the Southwest corner of said forty acre tract and running thence North One Hundred (100) feet for a beginning point, thence North forty (40) feet, thence East one hundred and seventy (170) feet; thence South forty (40) feet, thence West one hundred and seventy (170) feet to the beginning point and being a part of lot Twenty-One of said Section, Township and Range in the City of Fayetteville, Arkansas, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

705-12712-000  
part 1 of 2

40x170  
2

ALSO

Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Fifteen (15), Township Sixteen (16) North, Range Thirty (30) West, described as follows, to-wit: Beginning at a point which is three hundred sixty-four and one-half (364 1/2) feet North of the Southwest corner of said forty acre tract and running thence North One Hundred (100) feet, thence East one hundred and seventy (170) feet, thence South forty (40) feet, thence West one hundred and seventy (170) feet to the place of beginning, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

705-12712-000  
part 2 of 2

765  
12712-000

ALSO

Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Fifteen (15) in Township Sixteen (16) North of Range Thirty (30) West described as beginning at a point which is Thirteen (13) Poles, Fourteen and one-half (14 1/2) Links and One Hundred (100) Feet North and One Hundred Seventy (170) Feet East from the Southwest corner of said forty acre tract, and running thence East One Hundred (100) Feet, thence North forty (40) Feet, thence East one Hundred Seventy (170) Feet, thence South forty (40) Feet, thence West one Hundred and Seventy (170) Feet to the point of beginning, and being a part of lot Twenty one (21) of the County, Township and range in the City of Fayetteville, Arkansas.

705-12712-000  
part 2 of 2

40x170  
?

ALSO

A part of the SW 1/4 of the NW 1/4, Section 15, Twp. 16 N, Range 30 W, described as commencing at the Southwest Corner of said 40 acre tract, thence N 00 03'49"W 364.07 feet to the Point of Beginning, said point being on the West line of said Section 15; thence along said West line N 00 03'49"W 0.43 feet; thence N 89 56'11"E 250.00 feet; thence S 00 03'49"E 0.43 feet; thence S 89 56'11"W 250.00 feet to the Point of Beginning, containing 107.5 square feet, more or less, in the City of Fayetteville, Washington County, Arkansas, except so much off the West end thereof as is now occupied and used as a part of North College Avenue, in the City of Fayetteville.

5. It is necessary that the described real property

# WARRANTY DEED

SINGLE PERSON

KNOW ALL MEN BY THESE PRESENTS:

That I, JEANNINE H. STARBIRD

a single person, hereinafter called Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by -----

WASHINGTON COUNTY, ARKANSAS-----

FILED  
FOR RECORD  
'85 SEP 3 PM 3 32  
WASHINGTON COUNTY AR  
ALMA KOLLMAYER  
CIRCUIT CLERK

hereinafter called Grantee, do hereby grant, bargain and sell unto the said Grantee and Grantee's heirs and assigns, the following described land, situate in

Washington County, State of Arkansas, to-wit:

765 - 12714 - 800

*As Judge*

Part of the Southwest quarter of the Northwest quarter of Section fifteen (15), in Township sixteen (16) North, of Range thirty (30) West, described as follows: Beginning at a point which is fifteen (15) feet East and four hundred seventy-nine (479) feet North of the Southwest corner of said forty acre tract, and running, thence North eighty-seven and three-tenths (87.3) feet; thence East two hundred fifty (250) feet; thence South eighty-seven and three-tenths (87.3) feet; thence West two hundred fifty (250) feet to the place of beginning, less and except so much off the West end thereof as is now embraced in College Avenue, in the City of Fayetteville.

I certify under penalty of false swearing that a true and correct copy of this deed has been filed on this day.

Grantor Charles H. Johnson County Judge  
Address \_\_\_\_\_

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises, that the same is unincumbered, and that I will forever warrant and defend the title to the said lands against all legal claims whatsoever.

WITNESS my hand and seal on this 3 day of September, 19 85.

THIS INSTRUMENT PREPARED BY:  
Jinger P. Crisp, Attorney  
P.O. Box 2933  
Fayetteville, AR 72702

Jeannine H. Starbird (Seal)  
JEANNINE H. STARBIRD (Seal)  
\_\_\_\_\_  
(Seal)

### ACKNOWLEDGMENT

LIBER 1152 PAGE 316

STATE OF ARKANSAS, )  
County of Washington ) ss.

On this the 3 day of September, 19 85, before me, a notary public, personally appeared Jeannine H. Starbird known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she had executed the same for the purposes therein set forth.

In witness whereof, hereunto set my hand and official seal.

My Commission Expires 5-1-91

Linda Carmack  
Notary Public

QUITCLAIM DEED

FILED FOR RECORD

KNOW ALL MEN BY THESE PRESENTS:

'99 JUL 7 PM 1 12

That Marjorie Niblock, surviving widow of Walter Niblock, and Bobby Odom and Lana Odom, husband and wife ("Grantors"), hereby quitclaims to Washington County, Arkansas ("Grantee") for valuable consideration the receipt of which is hereby acknowledged, the following described property located in Washington County, State of Arkansas, subject to the encumbrances owed thereon, to-wit:

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NE 1/4) of Section Fifteen (15) in Township Sixteen (16) North of Range Thirty (30) West described as beginning at a point which is thirteen (13) Poles, Fourteen and one-half (14 1/2) Links and One Hundred (100) feet North and One Hundred Seventy (170) feet East from the Southwest corner of said forty acre tract, and running thence East One Hundred Seventy (170) feet; thence North Forty (40) feet; thence West One Hundred Seventy (170) feet; thence South Forty (40) feet to the point of beginning, and being a part of Lot Twenty-one (21) of the County Court Plat to the Northwest Quarter (NW 1/4) of said Section, township, and range in the City of Fayetteville, Arkansas.

765-12711-00

IN WITNESS WHEREOF, the names of the Grantors are hereunto affixed this 1 day of July, 1999.

Marjorie Niblock  
MARJORIE NIBLOCK, Grantor

Bobby Odom  
BOBBY ODOM, Grantor

Lana Odom  
LANA ODOM, Grantor

This DEED is to correct  
AN order of CONDEMNATION in  
CIV. 85-421 dated APRIL 5, 1985

99061715

ACKNOWLEDGEMENT

STATE OF ARKANSAS )  
 ) SS  
COUNTY OF WASHINGTON )

BE IT REMEMBERED that on this 15<sup>th</sup> day of July, 1999, before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared Marjorie Niblock, Bobby Odom, and Lana Odom, parties to the foregoing Correction Warranty Deed, known to me personally to be such, and acknowledged the same to be the act and deed of the signer, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Linda Sue Daily  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_





# ARKANSAS BUILDING AUTHORITY

MIKE BEEBE, GOVERNOR

• ANNE W. LAIDLAW, DIRECTOR

---

501 WOODLANE • SUITE 320C • LITTLE ROCK, AR • 72201 • (501) 682-1833 • FAX (501) 682-5589 • TDD (501) 682-1487

July 19, 2007

George E. Butler, Jr.  
County Attorney  
Washington County, Arkansas  
280 North College Avenue, Suite 501  
Fayetteville, Arkansas 72701

RE: Finalized State of Arkansas Lease Agreement #72-485-P2548  
Washington County Detention Center – Arkansas Department of Community  
Correction (DCC)

Dear Mr. Butler:

Enclosed is your fully executed original of the above referenced Lease Agreement. I thank you again for working the Department and Arkansas Building Authority to make this arrangement possible.

I understand DCC plans to make a number of improvements/repairs prior to commencing any programs in the facility. I have instructed the DCC to take photographs of the facility prior to any changes to have a visual record for future reference. In addition, the County may have a preference as to how they would like to receive proposals for improvements by DCC. Any specific instructions that you may wish to offer for communicating proposed improvements by DCC for the County's approval is welcomed. Please direct any such communications directly to David Guntharp with a copy to ABA. If a meeting of the parties is preferred, we will be happy to assist in coordinating such a meeting.

Please do not hesitate to contact me at any time at 501-682-5568 or [alaidlaw@aba.state.ar.us](mailto:alaidlaw@aba.state.ar.us).

Sincerely,



Anne W. Laidlaw, RPA  
Director

Cc: G. David Guntharp, DCC Director

“An Equal Opportunity Employer”