



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

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

**Monday, December 9, 2019**  
**Immediately following Personnel 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 – SHERIFF TIM HELDER**

**7. LEASE AGREEMENT ON COUNTY BUILDINGS AT 100 AND 114 N COLLEGE, FAYETTEVILLE – JP PATRICK DEAKINS (7.1)**

**8. PUBLIC COMMENT**

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

**9. 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:** 12/3/19  
**Re:** Juvenile Detention Monthly Statistics Report/November

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

- \* Daily Population Count
- \* Detention comparisons date for 2018 and 2019
- \* Totals and Averages
- \* Average Daily Population for November: 25.30
- \* Number of Transports: 14

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**JUVENILE DETENTION CENTER  
DAILY POPULATION COUNT FOR NOVEMBER 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	NOVEMBER	23
2	NOVEMBER	24
3	NOVEMBER	24
4	NOVEMBER	25
5	NOVEMBER	25
6	NOVEMBER	24
7	NOVEMBER	22
8	NOVEMBER	19
9	NOVEMBER	19
10	NOVEMBER	25
11	NOVEMBER	26
12	NOVEMBER	26
13	NOVEMBER	25
14	NOVEMBER	26
15	NOVEMBER	27
16	NOVEMBER	26
17	NOVEMBER	27
18	NOVEMBER	30
19	NOVEMBER	29
20	NOVEMBER	31
21	NOVEMBER	31
22	NOVEMBER	29
23	NOVEMBER	28
24	NOVEMBER	29
25	NOVEMBER	30
26	NOVEMBER	29
27	NOVEMBER	29
28	NOVEMBER	26
29	NOVEMBER	25
30	NOVEMBER	27

## REGIONAL JUVENILE CENTER DETENTION DATA COMPARISONS

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

STATISTICAL INFORMATION		2018	2019
AVERAGE NUMBER OF INTAKES PER DAY		1.37	1.50
NUMBER OF INTAKES (total for period)		41	45
NUMBER OF DAYS OF DETENTION (total for period)		327	461
AVERAGE AGE		15.37	15.38
AVERAGE LENGTH OF STAY		07.98	10.24
<b>TOP FIVE OFFENSES USED FOR DETENTION</b>			
<b>2018</b>		<b>2019</b>	
OFFENSE	# OF INTAKES	OFFENSE	# OF INTAKES
<i>THEFT BY RECEIVING (Felony)</i>	10	<i>BATTERY 3 (Misdemeanor)</i>	8
<i>PROBATION VIOLATION (Misdemeanor)</i>	9	<i>PROBATION VIOLATION (Misdemeanor)</i>	7
<i>CONTROLLED SUBSTANCE VIOLATION (Misdemeanor)</i>	7	<i>LOITERING (Misdemeanor)</i>	5
<i>FLEEING (Misdemeanor)</i>	5	<i>COMMUNICATING A FALSE ALARM (Felony)</i>	5
<i>CONTROLLED SUBSTANCE VIOLATION (Felony)</i>	4	<i>CONTROLLED SUBSTANCE VIOLATION (Felony)</i>	4

# Washington County Juvenile Detention Center

## Totals and Averages

This report covers 30 days 11/1/2018 to 11/30/2018

The Avg. Daily Intake is 1.37

<b>Intakes</b>	41
<b>Days of Detention</b>	327
<b>Average Age</b>	15.37
<b>Average Stay</b>	7.98

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

**Start Date** 11/1/2018 **End Date** 11/30/2018

This report covers 30 days

County	# Intakes	# Detention Days	Average Stay	Av. Daily Intake	Percentage of Total Days
Sebastian	1	0	0.00	0.03	0.00 %
Washington	40	327	8.18	1.33	100.00 %
	41	327	7.98	1.37	100.00 %

## Totals and Averages by Court

Court	# of Intakes	# of Days	Avg. Stay
Juvenile	39	321	8.23
Interstate C	2	6	3.00

# Washington County Juvenile Detention Center

## Totals and Averages

This report covers 30 days 11/1/2019 to 11/30/2019  
 The Avg. Daily Intake is 1.50

<b>Intakes</b>	45
<b>Days of Detention</b>	461
<b>Average Age</b>	15.38
<b>Average Stay</b>	10.24

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

**Start Date** 11/1/2019 **End Date** 11/30/2019

This report covers 30 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>
Crawford	1	2	2.00	0.03	0.43 %
Washington	44	459	10.43	1.47	99.57 %
	45	461	10.24	1.50	100.00 %

## Totals and Averages by Court

<b>Court</b>	<b># of Intakes</b>	<b># of Days</b>	<b>Avg. Stay</b>
<b>Juvenile</b>	43	448	10.42
<b>Interstate C</b>	1	9	9.00
<b>Municipal</b>	1	4	4.00

WASHINGTON COUNTY JUVENILE DETENTION CENTER

<b>Nov-19</b>	
Sentenced	6
CURRENTLY HOLDING	6
2	Adult charged youth currently holding
0	FINS
0	DYS
0	Early release to treatment or other appropriate facility
1	CSTP
4	Sent to acute placement
<b>TRANSPORTS</b>	
14	Transports
11	Transports in town
3	Out of town transports
5	Other agency transported/parent
9	JDC Transports

# Washington County Sheriff's Office

## Activity Report

4.1

	<u>November</u>		<u>January-November</u>	
	2019	2018	2019	2018
<b>Patrol</b>				
Calls for Service:	2,361	1,880	26,471	24,320
Animal Calls:	118	118	1,404	1,350
<b>Civil Process</b>				
Papers Entered:	286	247	3,472	3,188
No Charge:	197	182	2,391	2,248
Papers Served:	244	241	3,301	3,118
Service Attempts:	302	252	4,455	3,297
<b>Warrants</b>				
Warrants Entered:	432	528	6,470	6,582
Warrants Served:	436	475	7,100	5,867
<b>Training</b>				
Hours Trained:	9,713	13,613	61,777	65,061
<b>Communications</b>				
Regular Calls:	13,899	14,494	164,942	172,808
911 Calls:	632	664	7,184	7,078



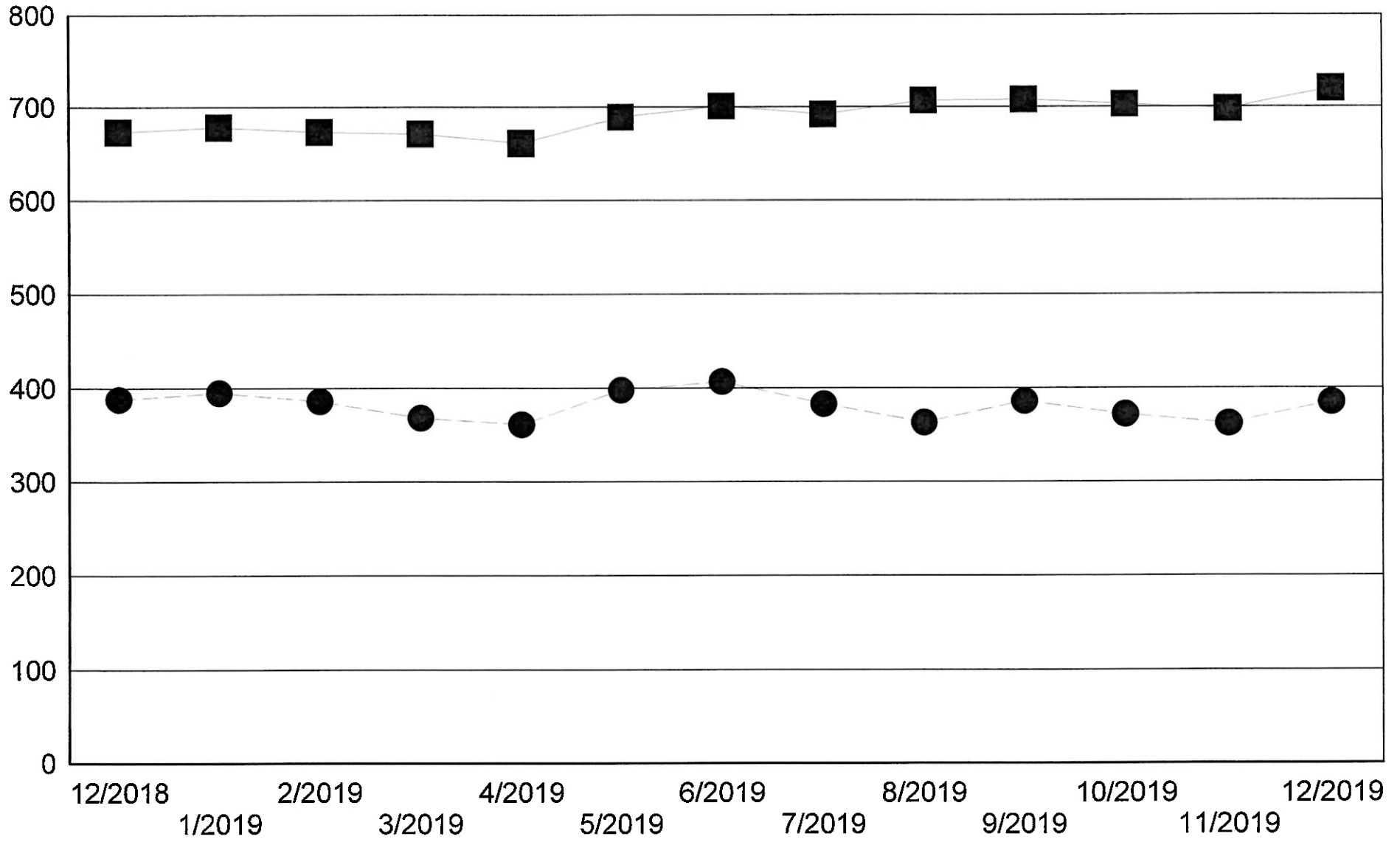
# Washington County Detention Center

## Activity Report

	<u>November</u>		<u>January-November</u>	
	2019	2018	2019	2018
<b>Detention</b>				
Intakes:	911	952	11,946	12,140
Sent To Prison:	35	35	389	330
Daily Average:	722	700	691	640
Daily Average: (Female)	149	144	136	128
<b>Detention Board Days</b>				
State Prisoners:	3,699	3,294	42,195	40,923
Federal Prisoners:	2,456	1,902	25,010	19,270
County Commits:	1,182	245	7,379	4,172
Pre-Trial:	10,886	12,146	127,106	122,522
All Detainees:	20,945	20,325	230,351	213,273
<b>Outside Workers</b>				
Community Service:	84	72	1,145	970
Work Release:	30	45	946	1,189
<b>Transport</b>				
Transport Miles:	30,689	30,232	388,118	368,004
In County:	880	985	11,059	11,527
Out of County:	92	114	1,736	1,560
<b>Animal Shelter</b>				
Total Workers:	35	30	435	487
Total Hours:	280	240	3,376	3,824

# Detention Pre-Trial vs Total Bed Count

4.3



## **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 NOVEMBER, 2019**

**Submitted by Stanley E. Adelman  
Washington County Jail Ombudsman  
December 9, 2019**

#### **1. SUMMARY**

During the month of November, the Washington County Jail Ombudsman Project interviewed 28 jail detainees for the first time, and did follow-ups with several other detainees whom we had previously interviewed. Out of that number, we were instrumental in securing pretrial release for 4 persons, achieving a saving to the County of approximately 272 bed-days.

Over the almost three months since we began operations at the jail in mid-September, we have now interviewed a total of 60 detainees at the jail (that number grows each week), helped secure release for 10, and saved the County a total of approximately 514 bed-days.

As in my previous reports, I wish to highlight both the successes we have achieved and the challenges we continue to face in carrying out our mission from the Quorum Court:

- \* to help all branches and all levels of government in the County to make the most effective use of limited jail space;
- \* to help assure to the extent possible that there is sufficient jail space to protect the public from the most dangerous arrestees by working to secure the responsible pretrial release of non-violent defendants who do not present a serious risk of flight; and
- \* to eliminate to the extent possible the incidence of persons who are detained not because of true dangerousness or flight risk but because of their poverty.

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, continues to be outstanding. I have also reached out to the Circuit Court judges of Washington County and am pleased to report that we will be meeting in December 13 to seek their support in principle and in practice for our mission and our goals.

#### **2. SUCCESSES AND CHALLENGES**

- \* Our mutually beneficial working relationship with the Bail Project in general and on particular cases continues, as I described in my October report. They continue to secure pretrial release which would not otherwise be possible for non-dangerous indigent defendants in the county, and their FTA rate remains very low, thanks to the Bail Project's expert risk assessment. Working together toward ending incarceration that is

based on poverty alone, we regard the Bail Project's successes as our own, and ours to be theirs.

\* We owe a huge debt of gratitude to the dedicated and fair-minded staff of the Sheriff's Department, the Washington County Prosecutor's Office, and the Washington County Public Defender's office, without whose assistance our successes would be impossible.

\* For those indigent detainees we have helped to obtain release (or to obtain a quicker release than would have taken place but for our intervention), release and bed-day savings have come in the form of reduced bonds, speedier court hearing/disposition dates and plea agreements, releases to holds from other jurisdictions, and via successful referral to the Washington County Drug Court.

\* We continue to prioritize our efforts to facilitate the release of detainees who do not appear to present a major risk to public safety based on the severity of their charges, their previous criminal history, and our own assessment informed by the views of prosecutors, defenders, and custodial staff. Here, the news is somewhat discouraging. Out of the 60 detainees we have interviewed at the jail to date. Only 3 (i.e., 5%) present a level of risk to the community that we would regard as more than minimal. Those 3 include an alleged heroin dealer, a 6-time DUI offender, and an accused domestic batterer. Another way to look at the challenges we face in getting greater numbers of low-risk detainees released is that their cases get, and remain, "stuck" in the system, whether through their own fault in connection with a failure to appear or through the presence of holds or warrants from other jurisdictions. We will continue to focus on ways to "unstick" those cases via intergovernmental cooperation and planning.

\* We now have a sufficient base of knowledge and experience to advocate for a more discerning and efficient system and paradigm for the treatment of FTA's, one that simultaneously recognizes that there are different "levels" of FTA severity and imposes FTA sanctions based on their severity and the degree to which their failure to appear does, or does not, betoken a serious risk to public safety. As I have previously reported, the combination of a high bond that is clearly out of the reach of an indigent defendant, and a long next court date can:

- (1) be devastating to detainees and their families;
- (2) contribute, preventably, to a dangerously overcrowded jail facility,
- (3) impose avoidable costs on the county and its taxpayers, and
- (4) present significant Constitutional issues.

### **3. FURTHER TENTATIVE RECOMMENDATIONS TO BETTER MANAGE OUR JAIL POPULATION (FOLLOWING UP ON MY OCTOBER REPORT)**

\* Prioritizing the processing and disposition of jail cases. This is an easy, no-cost improvement which has been implemented on other jurisdictions. Quite simply, put jail cases on a faster track for trial or other disposition than non-jail cases. This is common practice across the nation.

\* Increased use of pretrial electronic monitoring and home confinement as alternatives to jail (also discussed in my previous report) and a short period of confinement, for contempt of court, for most FTA's except the more dangerous.

\* 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 (also previously discussed).

One other potential bed-day savers we have learned of from other jurisdictions and hope to explore further, include:

- \* the discretionary holding-in-abeyance of issuing an FTA warrant for 48 hours (as is done in Oklahoma City) while the public defender and others can try to locate and bring in the defendant, thereby both reducing the number of FTA's the degree of post-FTA incarceration; and
- \* the prominent posting of fliers (also being done in Oklahoma City) informing persons who have failed to appear of how they can voluntarily surrender themselves on their FTA warrant without necessarily having to jail for a prolonged time as "punishment" for failing to appear.

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

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.

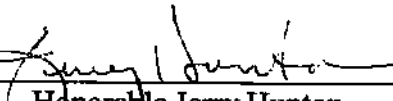
Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:

LESSEE:

WASHINGTON COUNTY,  
ARKANSAS

ARKANSAS DEPARTMENT OF COMMUNITY  
CORRECTION

By:   
Honorable Jerry Hunton,  
County Judge

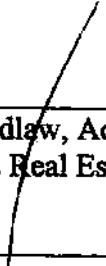
By:   
G. David Guntharp, Director

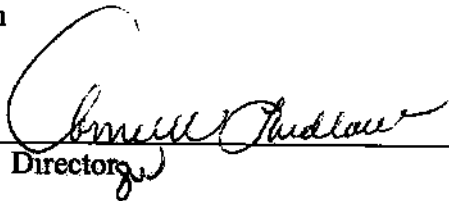
Date: 6-14-07

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

SHERWOOD

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. 72701

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

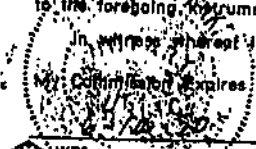
## ACKNOWLEDGMENT

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

40x70  
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 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

40x70  
?

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 law regarding that of this the legally correct record of this deed has been filed on this day.

Grantee 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

Lenora 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:

765-12711-00

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.

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