

ORDINANCE NO. 2026 - 5

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

**AN ORDINANCE ACCEPTING THE INTERLOCAL AGREEMENTS BETWEEN BAXTER COUNTY AND THE CITY OF COTTER, CITY OF GASSVILLE, CITY OF LAKEVIEW AND THE CITY OF NORFORK FOR THE PURPOSE OF DISBURSEMENT OF DISTRICT COURT ACCOUNTING RECORDS AND SUPPORT OF COUNTY-LEVEL PROGRAMMING; AND TO DECLARE AN EMERGENCY.**

**Article 1: Affirmation.** Arkansas Code Annotated § 14-14-910 authorizes interlocal agreements between counties and municipalities to cooperate in the performance of any administrative service, activity, or undertaking that any of the contracting parties are authorized by law to perform;

**Section 1.** Baxter County and the City of Cotter, City of Gassville, City of Lakeview and the City of Norfolk have negotiated an agreement for the purpose of addressing the disbursement of collected revenue by the Baxter County District Court and the support of county-level programming.

**Section 2.** Arkansas Code Annotated § 16-17-707 governs how accounting records of the first, second, and third classes are to be disbursed;

**Section 3.** Arkansas Code Annotated § 16-10-308(b)(5) states that a portion of the city court costs and filing fees collected in district court shall be used to support county-level programs and agencies;

**Section 4.** Arkansas Code Annotated § 16-10-604(b)(2)(A) states that the town or city shall remit a portion of its court costs and filing fees to the county administration of justice fund;

**Section 5.** Arkansas Code Annotated § 16-10-604(b)(2)(B) states that the amount to be remitted shall be by common agreement between a town or city and a county; and

**Article 2: Appropriation.** The Baxter County Quorum Court hereby accepts the interlocal agreements hereto attached between Baxter County and the City of Cotter, City of Gassville, City of Lakeview and the City of Norfolk.

**Article 3: Emergency Clause.** This ordinance being necessary for the preservation of public peace, health, and safety, an emergency is hereby declared. This ordinance shall be in full force and effect from and after the date of its approval and passage.



F20260007

BAXTER CO, AR FEE \$0.00

PRESENTED: 02-04-2026 09:50:25 AM

RECORDED: 02-04-2026 09:50:25 AM

CANDA REESE

CIRCUIT CLERK

BY: LISA PEMBERTON

DEPUTY

ORDINANCE

16 Pages

APPROVED:

Kevin Litty  
KEVIN LITTY, COUNTY JUDGE  
Date Signed: 2-3-26

ATTEST:

Canda Reese  
CANDA J. REESE, COUNTY CLERK  
SPONSOR: Edge  
Date Adopted: 02/03/2026  
Votes: For: 11 Against: 8  
Abstain: 0 Present: 0 Absent: 0

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BAXTER AND THE CITY OF COTTER FOR  
DISBURSEMENT OF DISTRICT COURT ACCOUNTING RECORDS AND SUPPORT OF COUNTY-  
LEVEL PROGRAMMING.**

WHEREAS, Arkansas Code Annotated § 14-14-910 authorizes interlocal agreements between counties and municipalities to cooperate in the performance of any administrative service, activity, or undertaking that any of the contracting parties are authorized by law to perform;

WHEREAS, the purpose of this agreement is to address the disbursement of collected revenue by the Baxter County District Court and the support of county-level programming;

WHEREAS, Arkansas Code Annotated § 16-17-707 governs how accounting records of the first, second, and third classes are to be disbursed;

WHEREAS, Arkansas Code Annotated § 16-10-308(b)(5) states that a portion of the city court costs and filing fees collected in district court shall be used to support county-level programs and agencies;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(A) states that the town or city shall remit a portion of its court costs and filing fees to the county administration of justice fund;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(B) states that the amount to be remitted shall be by common agreement between a town or city and a county; and

WHEREAS, the parties hereto enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

*Section 1. Collected Accounting Records and Support for County Programs.* The parties hereto agree that the disbursement of collected district accounting records shall be in the manner provided by A.C.A. § 16-17-707. The City of Cotter agrees to remit \$18.41 of their monthly court costs and filing fees to the Baxter County Treasurer to be deposited into the Baxter County Administration of Justice Fund to help support the operation of county-level programs.

*Section 2. Monthly Accounting and Disbursement.* The Baxter County District Court Clerk shall remit to the parties those sums received pursuant to A.C.A. § 16-17-707 and in a timely manner in accordance with the law.



L202600634

BAXTER CO, AR FEE \$0.00

PRESENTED: 01-22-2026 04:12:28 PM

RECORDED: 01-22-2026 04:12:28 PM

CANDA REESE  
CIRCUIT CLERK  
BY: LISA PEMBERTON

COUNTY MISC  
3 Pages

**Section 3. *Term.*** The initial term of this agreement shall begin January 1, 2026, upon ratification and filing with the Baxter County Clerk by each party and shall continue through December 31, 2026. This agreement shall renew each January 1 unless superseded by a new agreement or notice to terminate has been given as provided herein.

**Section 4. *Amendment and Termination.*** This Agreement may be amended at any time by mutual written consent of both parties and approved by ordinance or resolution of the governing bodies. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least six (6) months prior to the effective termination date. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties.

**Section 5. *Administration.*** The Mayor of Cotter and the Baxter County Judge shall jointly administer and oversee the implementation of this Agreement. No separate legal entity is created by this Agreement.

**Section 6. *Enforceability.*** If any one or more provisions of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and the agreement will be construed without the invalid, illegal, or unenforceable provision.

**Section 7. *Complete Agreement.*** This is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and duly executed by the parties hereto.

**Section 8. *No Express or Implied Benefits.*** Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this agreement.

**Section 9. *Execution.*** IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates indicated below.

City of Cotter

McGeorge Caradine  
McGeorge Caradine, Mayor

1/22/26  
Dated

Pam Miller  
Attest Court Clerk

Baxter County

Kevin Litty  
Kevin Litty, County Judge

1-22-26  
Dated

Justin Beck  
Attest

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BAXTER AND THE CITY OF GASSVILLE  
FOR DISBURSEMENT OF DISTRICT COURT ACCOUNTING RECORDS AND SUPPORT OF COUNTY-  
LEVEL PROGRAMMING.**

WHEREAS, Arkansas Code Annotated § 14-14-910 authorizes interlocal agreements between counties and municipalities to cooperate in the performance of any administrative service, activity, or undertaking that any of the contracting parties are authorized by law to perform;

WHEREAS, the purpose of this agreement is to address the disbursement of collected revenue by the Baxter County District Court and the support of county-level programming;

WHEREAS, Arkansas Code Annotated § 16-17-707 governs how accounting records of the first, second, and third classes are to be disbursed;

WHEREAS, Arkansas Code Annotated § 16-10-308(b)(5) states that a portion of the city court costs and filing fees collected in district court shall be used to support county-level programs and agencies;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(A) states that the town or city shall remit a portion of its court costs and filing fees to the county administration of justice fund;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(B) states that the amount to be remitted shall be by common agreement between a town or city and a county; and

WHEREAS, the parties hereto enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Section 1. *Collected Accounting Records and Support for County Programs.* The parties hereto agree that the disbursement of collected district accounting records shall be in the manner provided by A.C.A. § 16-17-707. The City of Gassville agrees to remit \$17.43 of their monthly court costs and filing fees to the Baxter County Treasurer to be deposited into the Baxter County Administration of Justice Fund to help support the operation of county-level programs.

Section 2. *Monthly Accounting and Disbursement.* The Baxter County District Court Clerk shall remit to the parties those sums received pursuant to A.C.A. § 16-17-707 and in a timely manner in accordance with the law.



**L202600641**

**BAXTER CO, AR FEE \$0.00**

PRESENTED: 01-23-2026 09:52:05 AM

RECORDED: 01-23-2026 09:52:05 AM

CANDA REESE  
CIRCUIT CLERK  
BY: LISA PEMBERTON  
NEBITV

**COUNTY MISC  
3 Pages**

Section 3. *Term.* The initial term of this agreement shall begin January 1, 2026, upon ratification and filing with the Baxter County Clerk by each party and shall continue through December 31, 2026. This agreement shall renew each January 1 unless superseded by a new agreement or notice to terminate has been given as provided herein.

Section 4. *Amendment and Termination.* This Agreement may be amended at any time by mutual written consent of both parties and approved by ordinance or resolution of the governing bodies. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least six (6) months prior to the effective termination date. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties.

Section 5. *Administration.* The Mayor of Gassville and the Baxter County Judge shall jointly administer and oversee the implementation of this Agreement. No separate legal entity is created by this Agreement.

Section 6. *Enforceability.* If any one or more provisions of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and the agreement will be construed without the invalid, illegal, or unenforceable provision.

Section 7. *Complete Agreement.* This is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and duly executed by the parties hereto.

Section 8. *No Express or Implied Benefits.* Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this agreement.

Section 9. *Execution.* IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates indicated below.

City of Gassville

Jeff Braim  
Jeff Braim, Mayor

1-23-2026  
Dated

Attest Jeffrey Moore  
Recorder - Treasurer

Baxter County

Kevin Litty  
Kevin Litty, County Judge

1-23-26  
Dated

Attest Grant Beck

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BAXTER AND THE CITY OF LAKEVIEW  
FOR DISBURSEMENT OF DISTRICT COURT ACCOUNTING RECORDS AND SUPPORT OF COUNTY-  
LEVEL PROGRAMMING.**

WHEREAS, Arkansas Code Annotated § 14-14-910 authorizes interlocal agreements between counties and municipalities to cooperate in the performance of any administrative service, activity, or undertaking that any of the contracting parties are authorized by law to perform;

WHEREAS, the purpose of this agreement is to address the disbursement of collected revenue by the Baxter County District Court and the support of county-level programming;

WHEREAS, Arkansas Code Annotated § 16-17-707 governs how accounting records of the first, second, and third classes are to be disbursed;

WHEREAS, Arkansas Code Annotated § 16-10-308(b)(5) states that a portion of the city court costs and filing fees collected in district court shall be used to support county-level programs and agencies;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(A) states that the town or city shall remit a portion of its court costs and filing fees to the county administration of justice fund;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(B) states that the amount to be remitted shall be by common agreement between a town or city and a county; and

WHEREAS, the parties hereto enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

**Section 1. *Collected Accounting Records and Support for County Programs.*** The parties hereto agree that the disbursement of collected district accounting records shall be in the manner provided by A.C.A. § 16-17-707. The City of Lakeview agrees to remit \$16.29 of their monthly court costs and filing fees to the Baxter County Treasurer to be deposited into the Baxter County Administration of Justice Fund to help support the operation of county-level programs.

**Section 2. *Monthly Accounting and Disbursement.*** The Baxter County District Court Clerk shall remit to the parties those sums received pursuant to A.C.A. § 16-17-707 and in a timely manner in accordance with the law.



**L202600790**

**BAXTER CO, AR FEE \$0.00**

PRESENTED: 01-29-2026 10:37:50 AM

RECORDED: 01-29-2026 10:37:50 AM

CANDA REESE

CIRCUIT CLERK

BY: LISA PEMBERTON

DEPUTY

**COUNTY MISC**

**3 Pages**

**Section 3. *Term.*** The initial term of this agreement shall begin January 1, 2026, upon ratification and filing with the Baxter County Clerk by each party and shall continue through December 31, 2026. This agreement shall renew each January 1 unless superseded by a new agreement or notice to terminate has been given as provided herein.

**Section 4. *Amendment and Termination.*** This Agreement may be amended at any time by mutual written consent of both parties and approved by ordinance or resolution of the governing bodies. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least six (6) months prior to the effective termination date. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties.

**Section 5. *Administration.*** The Mayor of Lakeview and the Baxter County Judge shall jointly administer and oversee the implementation of this Agreement. No separate legal entity is created by this Agreement.

**Section 6. *Enforceability.*** If any one or more provisions of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and the agreement will be construed without the invalid, illegal, or unenforceable provision.

**Section 7. *Complete Agreement.*** This is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and duly executed by the parties hereto.

**Section 8. *No Express or Implied Benefits.*** Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this agreement.

**Section 9. *Execution.*** IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates indicated below.

City of Lakeview

Dennis A. Behling  
Dennis Behling, Mayor

01-27-2026  
Dated

Kim Wallace  
Attest Court Clerk

Baxter County

Kevin Litty  
Kevin Litty, County Judge

1-27-26  
Dated

Grant Beck  
Attest County Administrator

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BAXTER AND THE CITY OF NORFORK  
FOR DISBURSEMENT OF DISTRICT COURT ACCOUNTING RECORDS AND SUPPORT OF COUNTY-  
LEVEL PROGRAMMING.**

WHEREAS, Arkansas Code Annotated § 14-14-910 authorizes interlocal agreements between counties and municipalities to cooperate in the performance of any administrative service, activity, or undertaking that any of the contracting parties are authorized by law to perform;

WHEREAS, the purpose of this agreement is to address the disbursement of collected revenue by the Baxter County District Court and the support of county-level programming;

WHEREAS, Arkansas Code Annotated § 16-17-707 governs how accounting records of the first, second, and third classes are to be disbursed;

WHEREAS, Arkansas Code Annotated § 16-10-308(b)(5) states that a portion of the city court costs and filing fees collected in district court shall be used to support county-level programs and agencies;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(A) states that the town or city shall remit a portion of its court costs and filing fees to the county administration of justice fund;

WHEREAS, Arkansas Code Annotated § 16-10-604(b)(2)(B) states that the amount to be remitted shall be by common agreement between a town or city and a county; and

WHEREAS, the parties hereto enter into this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

*Section 1. Collected Accounting Records and Support for County Programs.* The parties hereto agree that the disbursement of collected district accounting records shall be in the manner provided by A.C.A. § 16-17-707. The City of Norfolk agrees to remit \$15.00 of their monthly court costs and filing fees to the Baxter County Treasurer to be deposited into the Baxter County Administration of Justice Fund to help support the operation of county-level programs.

*Section 2. Monthly Accounting and Disbursement.* The Baxter County District Court Clerk shall remit to the parties those sums received pursuant to A.C.A. § 16-17-707 and in a timely manner in accordance with the law.



**L202600665**

**BAXTER CO, AR FEE \$0.00**

PRESENTED: 01-23-2026 02:53:26 PM

RECORDED: 01-23-2026 02:53:26 PM

CANDA REESE

CIRCUIT CLERK

BY: LISA PEMBERTON

DEPUTY

**COUNTY MISC**

**3 Pages**

Section 3. *Term.* The initial term of this agreement shall begin January 1, 2026, upon ratification and filing with the Baxter County Clerk by each party and shall continue through December 31, 2026. This agreement shall renew each January 1 unless superseded by a new agreement or notice to terminate has been given as provided herein.

Section 4. *Amendment and Termination.* This Agreement may be amended at any time by mutual written consent of both parties and approved by ordinance or resolution of the governing bodies. Any party hereto may terminate this agreement by giving the other parties written notice of its intent to terminate at least six (6) months prior to the effective termination date. Upon termination by any party, this agreement shall remain in full force and effect until a new agreement is entered into by the parties.

Section 5. *Administration.* The Mayor of Norfolk and the Baxter County Judge shall jointly administer and oversee the implementation of this Agreement. No separate legal entity is created by this Agreement.

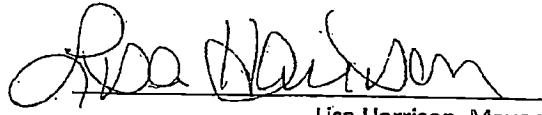
Section 6. *Enforceability.* If any one or more provisions of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and the agreement will be construed without the invalid, illegal, or unenforceable provision.

Section 7. *Complete Agreement.* This is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and duly executed by the parties hereto.

Section 8. *No Express or Implied Benefits.* Nothing in this agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this agreement.

Section 9. *Execution.* IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates indicated below.

City of Norfolk

  
\_\_\_\_\_  
Lisa Harrison, Mayor

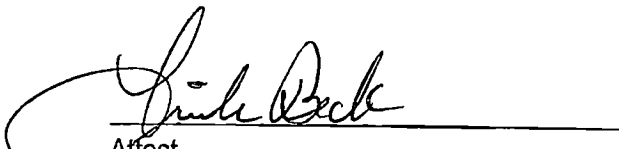
1/23/2024  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Attest

Baxter County

  
\_\_\_\_\_  
Kevin Litzy, County Judge

1-23-24  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Attest