

## ADMINISTRATIVE PLAN

### 32<sup>th</sup> District District Court of Saline County, Arkansas

#### 1. **JUDGES.**

The Saline County District Court is a state district court served by two (2) judges. The judges serve in the statutorily designated departments of the court as follows:

<u>Judge</u>	<u>District / Division</u>	<u>Department</u>
Clay Ford	Division 1	Benton Department 1605 Edison Ave. Benton, Arkansas
Clay Ford	Division 1	Alexander Department 15605 Alexander Rd. Alexander, Arkansas
Stephanie Casady	Division 2	Bryant Department 208 SW 3 <sup>rd</sup> St. Bryant, Arkansas
Stephanie Casady	Division 2	Haskell Department 208 SW 3 <sup>rd</sup> St. Bryant, Arkansas
Stephanie Casady	Division 2	Shannon Hills Department 208 SW 3 <sup>rd</sup> St. Bryant, Arkansas
Stephanie Casady	Division 2	Bauxite Department 208 SW 3 <sup>rd</sup> St. Bryant, Arkansas

The statutory authority for the organization and designation of this district court is found is found at A.C.A. §16-17-1110(25).

#### **Consolidation of City Courts with District Courts**

Pursuant to A.C.A. §16-17-1202, the following towns or cities are no longer operating as a department of the district court: Not applicable

<u>Town / City Abolished as Department</u>	<u>Effective Date</u>
Not Applicable	

**2. OTHER JURISDICTIONAL AREAS.**

The following cities and towns have police departments but have not been designated as statutory departments of the district court. Pursuant to A.C.A. §16-17-1203, these cities and town contribute to the operational expenses of the district court and file cases in the district court.

**City / Town** Department Where Cases are Filed / Heard

Not Applicable

**3. COURT SESSIONS AND TYPES OF CASE BY SUBJECT MATTER  
(Criminal, Traffic, Civil and Small Claims).**

Sessions of the court are generally scheduled on the following days of the week at the following times:

<b>Division</b>	<b>Department</b>	<b>Day</b>	<b>Time</b>	<b>Type of Case</b>
Division 1	Benton Department	Monday	8:00 a.m.	traffic / criminal pleas for Benton
			11:00 a.m.	bond hearings
			1:00 p.m.	small claims/civil (Judge Casady)
		Tuesday	9:00 a.m.	Benton trials
			1:00 p.m.	felony call backs
		Wednesday	8:00 a.m.	trials for county cases and no contact petitions
			11:00 a.m.	bond hearings
			Thursday	9:00 a.m.
		Friday	8:00 a.m.	reviews
			10:00 a.m.	bond hearings
Division 1	Alexander Department	Thursday (2 <sup>nd</sup> )	1:00 p.m.	all cases set

<b>Division</b>	<b>Department</b>	<b>Day</b>	<b>Time</b>	<b>Type of Case</b>
Division 2	Bryant Department	Wednesday	9:00 a.m.	traffic /criminal Plea
			1:00 p.m.	small claims/civil
		Thursday	9:00 a.m.	time pay reviews and traffic/criminal pleas
			1:00 p.m.	trials
*All civil and small claims matters, unless indicated otherwise, are heard in the Bryant department.				
Division 2	Haskell Department	3 <sup>rd</sup> Tuesday	9:00 a.m.	traffic/criminal plea and trials
			1:00 p.m.	
Division 2	Bauxite Department	2 <sup>nd</sup> Tuesday	9:00 a.m.	Traffic / Criminal Pleas
		2 <sup>nd</sup> Tuesday	10:00 a.m.	Traffic / Criminal Trials
Division 2	Shannon Hills Department	1 <sup>st</sup> Tuesday	9:00 a.m.	traffic/criminal
		1 <sup>st</sup> Tuesday	1:00 p.m.	traffic/criminal trials

**Mandatory Holding of Court for Departments of a District Court**

X Pursuant to A.C.A. §16-17-138, sessions of court are held at least one (1) time per month unless mutually waived by the district court judge and the governing body of the city or town where the department is located.

The following matters are referred from circuit court and have been included in the circuit court administrative plan:

The following types of cases are referred from circuit court:

- x Uncontested Agency Adoptions

<u>District / Division</u>	<u>Day</u>	<u>Time</u>	<u>Location</u>
Division 2	as needed		208 SW 3 <sup>rd</sup> St. Bryant, Arkansas

<u>Type of Other Matters</u>	<u>Location</u>
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Not Applicable.

Criminal. The following duties are referred with respect to an investigation or prosecution of an offense lying within the exclusive jurisdiction of the circuit court:

- Issue Search Warrant Pursuant to Rule 13.1
- Issue Arrest Warrant Pursuant to Rule 7.1 or A.C.A. §16-81-104
- Issue Summons Pursuant to Rule 6.1
- Reasonable Cause Determinations Pursuant to Rule 4.1 (e)
- Conduct First Appearance Pursuant to Rule 8.1
- Appoint Counsel Pursuant to Rule 8.2
- Inform Defendant Pursuant to Rule 8.3
- Accept Plea of "Not Guilty" or "Not Guilty by Reason of Insanity"
- Conduct Pretrial Release Inquiry Rules 9.1, 9.2 and 9.3
- Conduct Preliminary Hearing Pursuant to A.C.A. §16-93-307

<u>Type of Matters</u>	<u>District / Division</u>	<u>Day</u>	<u>Time</u>	<u>Location</u>
First Appearances	Division 1	MWF	10:00/11:00	Benton District Courthouse

**Digital Audio Recording Equipment**

Division 1 – Stephanie Casady

Pursuant to Administrative Order No. 4, digital audio recording equipment is utilized to record a verbatim record of all proceedings pertaining to any contested matter before the court or jury.

and

I have provided the State District Court Digital Audio Recording Equipment Compliance Form to the Administrative Office of the Courts.



**5. SPECIALTY COURTS.**

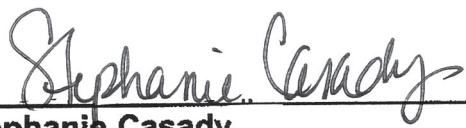
X No specialty courts are conducted.


**6. OTHER PROGRAMS OR DOCKETS.**

X No other programs or dockets are administered.

**7. EFFECTIVE DATE.**

This Administrative Plan is effective

  
\_\_\_\_\_  
**Stephanie Casady**  
**District Judge**  
5/31/2023  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Clay Ford**  
**District Judge**  
5/31/23  
\_\_\_\_\_  
**Date**

RESOLUTION NO. 2015-008



**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BRYANT REGARDING SHANNON HILLS DISTRICT COURT CLERK DUTIES**

**WHEREAS**, Shannon Hills and the City of Bryant are political subdivisions of the State of Arkansas; and

**WHEREAS**, Shannon Hills operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Shannon Hills and the City of Bryant utilize the same Judge for both of their respective courts; and

**WHEREAS**, Shannon Hills has struggled keeping a clerk on staff to manage the daily cash receipts, case file preparations, and other clerk duties for the smooth operation of its court; and

**WHEREAS**, Bryant has sufficient staff available to absorb the additional workload from Shannon Hills's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

**WHEREAS**, Shannon Hills wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3<sup>rd</sup> Street, Bryant, Arkansas, 72022; and

**WHEREAS**, Shannon Hills is willing to remit \$1,000 per month to Bryant as payment for performance of the duties defined herein below; and

**WHEREAS**, Bryant is willing to absorb the Shannon Hills Court Clerk duties for the consideration listed in the attached agreement and is willing to perform the duties defined therein with the conditions and requirements agreed upon between the parties.

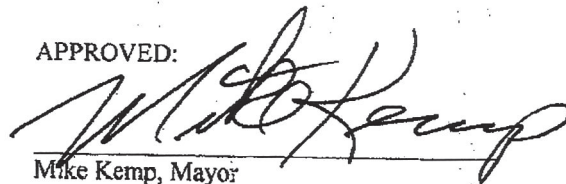
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS THAT:**

**Section 1.** The City Council of the City of Shaannon Hills hereby authorizes the Mayor to execute any and all necessary documents and/or agreements to fulfill the Interlocal Agreement between the City of Shannon Hills and the City of Bryant regarding Shannon Hills District Court Clerk Duties and responsibilities.

**Section 2.** Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

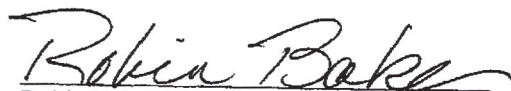
**PASSED AND APPROVED** this 30<sup>th</sup> day of July, 2015

APPROVED:



Mike Kemp, Mayor

ATTEST:



Robin Baker, Recorder



RESOLUTION NO. 2015-34

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SHANNON HILLS REGARDING SHANNON HILLS DISTRICT COURT CLERK DUTIES**

**WHEREAS**, Shannon Hills and the City of Bryant are political subdivisions of the State of Arkansas; and

**WHEREAS**, Shannon Hills operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Shannon Hills and the City of Bryant utilize the same Judge for both of their respective courts; and

**WHEREAS**, Shannon Hills has struggled keeping a clerk on staff to manage the daily cash receipts, case file preparations, and other clerk duties for the smooth operation of its court; and

**WHEREAS**, Bryant has sufficient staff available to absorb the additional workload from Shannon Hills's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

**WHEREAS**, Shannon Hills wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3<sup>rd</sup> Street, Bryant, Arkansas, 72022; and

**WHEREAS**, Shannon Hills is willing to remit \$1,000 per month to Bryant as payment for performance of the duties defined herein below; and

**WHEREAS**, Bryant is willing to absorb the Shannon Hills Court Clerk duties for the consideration listed in the attached agreement and is willing to perform the duties defined therein with the conditions and requirements agreed upon between the parties.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS THAT:**

**Section 1.** The City Council of the City of Bryant hereby authorizes the Mayor to execute any and all necessary documents and/or agreements to fulfill the Interlocal Agreement between the City of Shannon Hills and the City of Bryant regarding Shannon Hills District Court Clerk Duties and responsibilities.



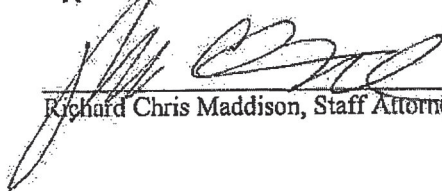
**Section 2.** Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

PASSED AND APPROVED this 28 day of July, 2015

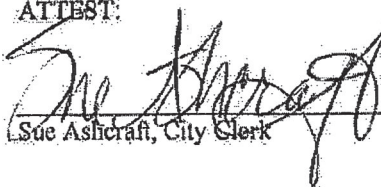
APPROVED:

  
\_\_\_\_\_  
Jill Dabbs, Mayor

Approved as to Form

  
\_\_\_\_\_  
Richard Chris Maddison, Staff Attorney

ATTEST:

  
\_\_\_\_\_  
Sue Ashcraft, City Clerk

RESOLUTION NO. 2017- 17

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BAUXITE REGARDING BAUXITE DISTRICT COURT CLERK DUTIES**

**WHEREAS**, Bauxite and the City of Bryant are political subdivisions of the State of Arkansas; and

**WHEREAS**, Bauxite operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bauxite and the City of Bryant utilize the same Judge for both of their respective courts; and

**WHEREAS**, Bryant has sufficient staff available to absorb the additional workload from Bauxite's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

**WHEREAS**, Bauxite wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3<sup>rd</sup> Street, Bryant, Arkansas, 72022; and

**WHEREAS**, Bauxite is willing to remit \$1,200 per month to Bryant as payment for performance of the duties defined herein below; and

**WHEREAS**, Bryant is willing to absorb the Bauxite Court Clerk duties for the consideration listed in the attached agreement and is willing to perform the duties defined therein with the conditions and requirements agreed upon between the parties.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS THAT:**

**Section 1.** The City Council of the City of Bryant hereby authorizes the Mayor to execute any and all necessary documents and/or agreements to fulfill the Interlocal Agreement between the City of Bauxite and the City of Bryant regarding Bauxite District Court Clerk Duties and responsibilities.

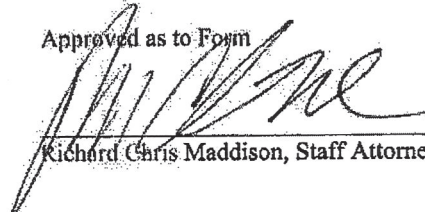
**Section 2.** Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

**PASSED AND APPROVED** this 25 day of April 2017

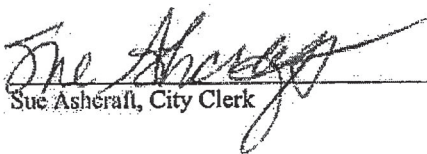
APPROVED:

  
\_\_\_\_\_  
Jill Dabbs, Mayor

Approved as to Form

  
\_\_\_\_\_  
Richard Chris Maddison, Staff Attorney

ATTEST:

  
\_\_\_\_\_  
Sue Ashcraft, City Clerk

RESOLUTION NO. 2015-34

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SHANNON HILLS REGARDING SHANNON HILLS DISTRICT COURT CLERK DUTIES**

**WHEREAS**, Shannon Hills and the City of Bryant are political subdivisions of the State of Arkansas; and

**WHEREAS**, Shannon Hills operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Shannon Hills and the City of Bryant utilize the same Judge for both of their respective courts; and

**WHEREAS**, Shannon Hills has struggled keeping a clerk on staff to manage the daily cash receipts, case file preparations, and other clerk duties for the smooth operation of its court; and

**WHEREAS**, Bryant has sufficient staff available to absorb the additional workload from Shannon Hills's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

**WHEREAS**, Shannon Hills wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3<sup>rd</sup> Street, Bryant, Arkansas, 72022; and

**WHEREAS**, Shannon Hills is willing to remit \$1,000 per month to Bryant as payment for performance of the duties defined herein below; and

**WHEREAS**, Bryant is willing to absorb the Shannon Hills Court Clerk duties for the consideration listed in the attached agreement and is willing to perform the duties defined therein with the conditions and requirements agreed upon between the parties.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS THAT:**

**Section 1.** The City Council of the City of Bryant hereby authorizes the Mayor to execute any and all necessary documents and/or agreements to fulfill the Interlocal Agreement between the City of Shannon Hills and the City of Bryant regarding Shannon Hills District Court Clerk Duties and responsibilities.



**Section 2.** Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

**PASSED AND APPROVED** this 28 day of July, 2015

APPROVED:

  
\_\_\_\_\_  
Jill Dabbs, Mayor

Approved as to Form

  
\_\_\_\_\_  
Richard Chris Maddison, Staff Attorney

ATTEST:

  
\_\_\_\_\_  
Sue Ashcraft, City Clerk

RESOLUTION NO. 2018-29

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HASKELL REGARDING HASKELL DISTRICT COURT CLERK DUTIES**

**WHEREAS**, Haskell and the City of Bryant are political subdivisions of the State of Arkansas; and

**WHEREAS**, Haskell operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

**WHEREAS**, Haskell and the City of Bryant utilize the same Judge for both of their respective courts; and

**WHEREAS**, Bryant has sufficient staff available to absorb the additional workload from Haskell's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

**WHEREAS**, Haskell wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3<sup>rd</sup> Street, Bryant, Arkansas, 72022; and

**WHEREAS**, Haskell is willing to remit \$2000 per month to Bryant as payment for performance of the duties defined herein below; and

**WHEREAS**, Bryant is willing to absorb the Haskell Court Clerk duties for the consideration listed in the attached agreement and is willing to perform the duties defined therein with the conditions and requirements agreed upon between the parties.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRYANT, ARKANSAS THAT:**

**Section 1.** The City Council of the City of Bryant hereby authorizes the Mayor to execute all necessary documents and/or agreements to fulfill the Interlocal Agreement between the City of Haskell and the City of Bryant regarding Haskell District Court Clerk Duties and responsibilities.

**Section 2.** Any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

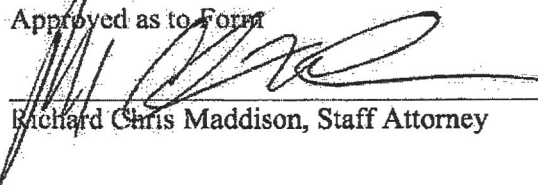
PASSED AND APPROVED this 28 day of Aug., 2018

APPROVED:

  
\_\_\_\_\_  
Jill Dabbs, Mayor

ATTEST:

  
\_\_\_\_\_  
Sue Ashcraft, City Clerk

Approved as to Form  
  
\_\_\_\_\_  
Richard Chris Maddison, Staff Attorney

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF BRYANT, ARKANSAS AND  
CITY OF HASKELL, ARKANSAS  
REGARDING HASKELL DISTRICT COURT CLERK DUTIES**

This Interlocal Agreement, executed between the City of Bryant, Arkansas ("Bryant") and the City of Haskell, Arkansas ("Haskell") is entered this 4<sup>th</sup> day of September, 2018 pursuant to Resolutions duly adopted by the respective Cities' Councils authorizing this agreement, and pursuant to Ark. Code. Ann. § 25-20-108.

WHEREAS, Haskell and Bryant are political subdivisions of the State of Arkansas; and

WHEREAS, Haskell operates its district court for violations and crimes committed within its corporate boundaries; and

WHEREAS, Bryant operates its district court for violations and crimes committed within its corporate boundaries; and

WHEREAS, Haskell and Bryant utilize the same Judge for both of their respective courts; and

WHEREAS, Bryant has sufficient staff available to absorb the additional workload from Haskell's Court Clerk's duties without detriment to the smooth operation of the Bryant Court; and

WHEREAS, Haskell wishes to contract its clerk duties and allow its cases to be heard on its regular docket day, but at the Bryant Court room located at 210 S.W. 3rd Street, Bryant, Arkansas, 72022; and

WHEREAS, Haskell is willing to remit \$2,000 per month to Bryant as payment for performance of the duties defined herein below; and

WHEREAS, Bryant is willing to absorb the Haskell Court Clerk duties for the consideration listed herein and is willing to perform the duties defined herein with the conditions and requirements stated herein.

**NOW THEREFORE the parties agree as follows:**

**I. Haskell responsibilities:**

1. Haskell is responsible for contracting for and payment to an attorney to represent it as its City Prosecutor in all matters before the Court and to make all appearances and pleadings as may from time-to-time be necessary on behalf of Haskell.
2. Haskell will continue to pay its monthly MSI bill.



3. Haskell will pay the costs for the purchase of checks, deposit slips, and printing for its Court's purposes.
4. Haskell will ensure that tickets and violations issued within its corporate boundaries or those from other agencies that are assigned to Haskell court, will have the proper contact information for Bryant, including phone number and address.
5. Haskell Police Department will continue to serve subpoenas for their City Prosecutor and will serve all Haskell warrants, unless it is a warrant that can be served by a clerk.
6. Haskell will execute all necessary documents to allow the Bryant District Court Clerk to access and receive court records, documents, files, bank statements, and open accounts as necessary for the segregation of Haskell fines, fees, costs and other funds received from court proceedings.
7. Haskell agrees it will not collect at its offices, fines, fees, costs, or other remittance related to court proceedings, but will direct all such payments to be handled and processed through Bryant District Court Clerk and its cashier window located at 210 S.W. 3rd Bryant, Arkansas 72022.
8. Haskell will remit \$2000.00 per month to Bryant as consideration for the duties accepted by Bryant. Such payment shall be made by the 10th of the month and will represent payment for the upcoming month. As an example, Haskell shall pay \$2000 by September 10, to represent payment for duties performed for the Month of October. Payments shall be submitted to:

City of Bryant  
c/o Bryant District Court Clerk, Haskell Court  
210 S.W. 3rd Street  
Bryant, AR 72022

## **II. Bryant Responsibilities**

1. Bryant will provide all District Court Clerk responsibilities including processing tickets issued in Haskell and for Haskell Court, prepare warrants, collect fines, fees, costs, and restitutions as adjudged, prepare monthly reports for the Court and for Haskell, disperse funds collected on behalf of Haskell Court to proper parties and agencies. Bryant will respond to citizen and violator inquiries regarding fines, fees and costs for all pending Haskell cases.
2. Bryant will maintain a separate banking account or accounts as necessary for the collection of fees, fines, costs, restitutions and remittance as necessary, with the bank statement being mailed to Bryant. Bryant will provide a monthly statement from the Bank along with statement of receipts and payments from such accounts being provided to Haskell within 10 days following the closing of a month's banking transactions.
3. Bryant will provide court in its facilities one day per month, on the day presently set for Haskell Court, wherein all cases for Haskell will be heard at 210 S.W. 3rd Street, Bryant, Arkansas 72022.

4. Bryant will maintain all necessary court records and files as may be required and for such periods as deemed necessary by applicable state law and record retention policies of local and state agencies.
5. Bryant will provide appropriate documentation for legislative audit purposes related to Court activities performed on behalf of Haskell.

### **III. Joint Responsibilities**

1. Either party may terminate this agreement by written notice to the other party with 90 days' notice. To terminate this agreement, the parties agree that they will have a Resolution of intent to terminate passed by the Party's respective city council prior to submitting the notice to terminate.
2. This agreement will be for a period from its execution date by the respective Mayors for each Party until and through September 1, 2019. This period shall be known as the initial term. This agreement will automatically renew for an additional one year period up to three times. These shall be known as subsequent terms. Automatic renewal is contingent upon Haskell appropriating the necessary funds during its budgetary process to continue this agreement. Thus, this agreement will exist from inception up to and including December 31, 2021, if Haskell appropriates the necessary funds annually for this agreement and if no other action is taken to terminate the agreement pursuant to Paragraph III. 1. above.
3. The Parties agree that any dispute arising under this agreement shall be subject to and evaluated under the Laws of the State of Arkansas, with the Saline County Circuit Court having sole jurisdiction of any matter arising from this agreement.
4. If any provision of this agreement is found to be Unconstitutional or illegal, all other terms will be given their full effect and meaning with only the term so found being stricken.
5. The Parties agree to execute any and all necessary documents to facilitate the purpose of this agreement, to allow Bryant to process and operate Haskell's district court clerk duties and responsibilities for the consideration listed herein.

**{Signatures on the Following Page}**

City of Bryant, Arkansas

Attest: City of Bryant City Clerk

By: Jill Dabbs  
Mayor Jill Dabbs

By: Sue Ashcraft  
City Clerk, Sue Ashcraft

Affix Bryant City Seal Here:

City of Haskell, Arkansas

Attest: City of Haskell, Arkansas

By: Janice Lyman  
Mayor \_\_\_\_\_

By: Janice Lyman  
City Clerk, \_\_\_\_\_

Affix Haskell City Seal Here:

