

**HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT
BOARD OF COMMISSIONERS**

**REGULAR MEETING - Monday, November 21, 2016, 9:00 A.M.
at the District Office - 110 Woodsdale Drive**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DECLARATION OF A QUORUM
5. APPROVE AGENDA
6. APPROVE MINUTES – October 17th Regular Meeting, October 17th Nomination Meeting, and October 24th Regular Meeting.
7. CEREMONIAL (*introductions, recognitions, proclamations, and in memoriam*) -
Introduction of new HI Deputy Casey Trost
8. ANNOUNCEMENTS
9. PUBLIC COMMENTS – 3 minute time limit.
10. REPORTS
 - A) Approve Financial Reports – October 2016.
 - B) Trails Ad Hoc Committee
 - C) Golf Ad Hoc Committee
11. BUSINESS
 - A) OLD BUSINESS
 - 1) Regulation 2016-005, Delegating Authority to Sign Deeds (2nd reading).
 - 2) 2017 Budget
 - B) NEW BUSINESS
 - 1) Jeffrey Dehnhardt, P.E., *Engineering Services, Inc.* - approval to proceed with preliminary engineering report for Stateline Drive.
 - 2) Adopt the Trails Master Plan.
 - 3) Regulation 2016-006, Prorating activity cards for new property owners.
 - 4) Regulation 14, Amendment #7, Amending Chapter 32. Utilities, Water and Sewer Service.
 - 5) Regulation NC-2016, #2, Providing for a Levy Against Assessed Benefits for 2017.
 - 6) Approve agreement with Carroll County Sheriff to provide law enforcement services for 2017-2018.
12. PUBLIC COMMENTS
13. COMMISSIONER COMMENTS
14. COMMISSIONER AGENDA SCHEDULING
15. ADJOURNMENT

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

REGULATION 2016-005

**A REGULATION AMENDING CHAPTER 2 OF THE CODE OF REGULATIONS, BY ADDING SECTION 2-225,
DELEGATION OF AUTHORITY FOR DISTRICT MANAGER TO EXECUTE DEEDS**

Section 1: Chapter 2, Sections 2-225 is added and reads as follows:

Chapter 2 - ADMINISTRATION

ARTICLE VII. - LEGAL

Sec. 2-225. - Delegation of authority for District Manager to execute deeds.

(a) The District Manager is authorized to negotiate the terms of sale and execute deeds conveying the ownership of undeveloped lots or improved lots containing only uninhabitable structures when lots were acquired under the following circumstances.

(1) Lots that were acquired by the District through judicial foreclosure as a result of delinquent assessments.

(2) Lots that were acquired by the District through a negotiated quitclaim deed to property in lieu of assessments.

(b) In the District Manager's judgement, the District Manager shall negotiate the terms of sale that are in the best interest of the District.

(1) The minimum sale price shall be the sum of the current assessment, one previous assessment, and attorney fees on the property.

(2) The minimum sale price for former owners and immediate family members of foreclosed or negotiated quitclaim deed in lieu of assessments properties shall be the sum of all encumbrances; including, current and delinquent assessments, penalties, interest, and attorney fees.

(c) In the absence of the District Manager, the Chair of the Board of Commissioners may act with the same authority and execute deeds in accordance with this section.

(d) The current year's assessment of benefits is satisfied when a property is conveyed under this section.

Section 2: Severability Clause: The sections, paragraphs, sentences, clauses, and phrases of this Regulation are severable, and if any phrase, clause, sentence, paragraph, or section of this Regulation, or its application to any persons or circumstances, shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Regulation or their application.

Section 3: All regulations or parts of regulations conflicting with any of the provisions of this regulation are hereby repealed to the extent of such conflict.

Section 4: Effective date.

This regulation shall become effective immediately upon passage.

First Reading: October 24, 2016

Second Reading: November 21, 2016

Passed this 21 day of November, 2016

Signed:

Holiday Island Suburban Improvement District No. 1

Commissioner Bill Noonan, Chair

Attest:

Commissioner Dan Kees, Secretary

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

REGULATION 2016-006

A REGULATION AMENDING CHAPTER 5 OF THE CODE OF REGULATIONS, BY AMENDING SUBSECTION 5-32(b), Activity card and user fees defined

Section 1: Chapter 5, Subsection 5-32(b) is amended and reads as follows:

Sec. 5-32 - Activity card and user fees defined

(b) All types of yearly activity cards shall be in effect from April 1 through March 31 of the following year. ~~The cost of these cards shall not be prorated, rebated, or refunded for any reason.~~

(1) Except as otherwise provided in this section, the cost of yearly activity cards shall not be prorated, rebated, or refunded.

(2) Notwithstanding (1) of this section, the initial yearly activity card purchased by a new Holiday Island property owner may be prorated based upon the number of months or partial months remaining, provided:

(A) The purchaser or immediate family member had not previously owned real property within Holiday Island.

(B) The purchaser or immediate family member had not previously held a yearly activity card

Section 2: Severability Clause: The sections, paragraphs, sentences, clauses, and phrases of this Regulation are severable, and if any phrase, clause, sentence, paragraph, or section of this Regulation, or its application to any persons or circumstances, shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Regulation or their application.

Section 3: All regulations or parts of regulations conflicting with any of the provisions of this regulation are hereby repealed to the extent of such conflict.

Section 4: Effective date.

This regulation shall become effective immediately upon passage.

First Reading: November 21, 2016

Second Reading:

Passed this ____ day of _____, 2016

Signed:

Holiday Island Suburban Improvement District No. 1

Commissioner Bill Noonan, Chair

Attest:

Commissioner Dan Kees, Secretary

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

REGULATION 14, AMENDMENT #7

A REGULATION AMENDING CHAPTER 32. UTILITIES, ARTICLE II, WATER AND SEWER SERVICE

WHEREAS, the Board of Commissioners of the Holiday Island Suburban Improvement District wish to amend Regulation 14 enacted on June 10, 1996; and

WHEREAS, Chapter 32, Section 32-48, provides that changes in water and/or sewer rates will be accomplished by a majority vote of the board of commissioners of the Holiday Island Suburban Improvement District in a regular or special session. A copy of the rate change and authorization from the minutes of that session shall be attached to Regulation 14.

WHEREAS, the following amendments will modify various portions of Chapter 32. Utilities, Article II, Water and Sewer Service as outlined below;

BE IT RESOLVED, by the Board of Commissioners of the Holiday Island Suburban Improvement District, that the Holiday Island Suburban Improvement District Code of Regulations is hereby amended as indicated below and made effective January 1, 2017.

Section 1: Chapter 32, Section 32-47 is amended and reads as follows:

Section 32-47(e)(1) Turn-on Fee. Is amended as follows:

~~If water service is shut off at the request of the customer or for non-payment of bills, the water meter will be removed or locked. To reestablish service, a~~ turn-on fee of ~~\$30.00~~ **\$45.00** will be charged during normal water department working hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. After normal working hours on weekdays, a fee of ~~\$75.00~~ **\$90.00** will be charged. On weekends and holidays, a fee of ~~\$100.00~~ **\$115.00** will be charged. If service was disconnected for non-payment of bills, the said account must be paid in full at the district administrative office by 11:00 a.m. on the next working day or the meter will be pulled/locked again. The account will then be charged another reconnect fee to reinstall the water meter. If the account is not paid in full after three consecutive reconnects, the meter shall not be installed until the account is paid in full, including all reconnect fees.

Section 32-47(f)(2) b. Monthly rate for sewer services. Is amended as follows:

Minimum charge for first 1,500 gallons ~~\$7.50~~ **\$10.50**

Section 32-47(f)(4) Minimum water and sewer service charge during a voluntary suspension of service. Is added and reads as follows:

(f)(4) Minimum water and sewer service charge during a voluntary suspension of service

- (a) When a customer anticipates being on vacation or the property is likely to be vacant the customer may request a voluntary suspension of service.**
- (b) The minimum monthly water and sewer utility charges shall be suspended during vacation periods or other periods of time that a property is vacated. The minimum monthly charge shall be any surcharges that are normally applied to the utility bill for bond indebtedness or other special purposes. Surcharges are billed as provided and established by regulation.**
- (c) In order to prevent unauthorized water usage while a customer is on vacation, the Utility will lock off the meter at no cost to the customer. To restore service, the customer will be required to pay a reconnect fee in accordance with Sec. 32-47(e)(1).**

Section 2: Severability Clause: The sections, paragraphs, sentences, clauses, and phrases of this Regulation are severable, and if any phrase, clause, sentence, paragraph, or section of this Regulation, or its application to any persons or circumstances, shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Regulation or their application.

Section 3: All regulations or parts of regulations conflicting with any of the provisions of this regulation are hereby repealed to the extent of such conflict.

Section 4: Effective date.

This regulation shall become effective January 1, 2017.

First Reading: November 21, 2016

Second Reading: November 21, 2016

Passed this 21 day of November, 2016

Signed:

Holiday Island Suburban Improvement District No. 1

Commissioner Bill Noonan, Chair

Attest:

Commissioner Dan Kees, Secretary

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

REGULATION NC-2016, #2

A NON-CODE REGULATION PROVIDING FOR A LEVY AGAINST ASSESSED BENEFITS.

Section 1:

Whereas, Holiday Island Suburban Improvement District (HISID) is required to levy annually an amount upon the real property located within its incorporated limits sufficient to pay for the estimated cost of the improvements pursuant to Ark. Code Ann. § 14-92-228.

NOW, THEREFORE, IN A DULY CONVENED MEETING OF THE HISID BOARD OF COMMISSIONERS, WITH A QUORUM PRESENT, THAT THE FOLLOWING IS ADOPTED AND APPROVED AS A REGULATION OF HISID:

1. The rate of 5.6% is hereby levied against the assessed benefits of each and every lot and parcel located in the incorporated limits of the Holiday Island Suburban Improvement District pursuant to the District Reassessment of Benefits Study dated September 1, 2011, as provided below:

<u>Lot Designation:</u>	<u>Assessed Benefit:</u>	<u>Amount of Levy:</u>
a. R-1 Vacant/Paved	\$8,000	\$448
b. R-1 Vacant/Gravel	\$7,000	\$392
c. R-1 Improved/Paved	\$13,000	\$728
d. R-1 Improved/Gravel	\$12,000	\$672
e. R-2 Vacant	\$8,000	\$448
f. R-2 Improved	\$13,000	\$728
g. R-3 Vacant	\$12,000	\$672
h. R-3 Improved	\$17,000	\$952

i. C-1/C-2 Vacant	\$9,000	\$504
j. C-1/C-2 Improved	\$14,000	\$784
k. Timeshare	\$13,000	\$728

2. The following amounts are hereby re-affirmed and re-pledged from the levy amounts appearing above for the payment of debt service pursuant to 2008 HISID Assessment and Sewer Revenue Bonds Series 2008 for each and every lot or parcel located in the incorporated limits of the Holiday Island Suburban District:

<u>Lot Designation:</u>	<u>Pledged amount</u>
a. R-1 Vacant/Paved	\$54.25
b. R-1 Vacant/Gravel	\$54.25
c. R-1 Improved/Paved	\$54.25
d. R-1 Improved/Gravel	\$54.25
e. R-2 Vacant	\$54.25
f. R-2 Improved	\$54.25
g. R-3 Vacant	\$69.44
h. R-3 Improved	\$69.44
i. C-1/C-2 Vacant	\$54.25
j. C-1/C-2 Improved	\$54.25
k. Timeshare	\$542.50

3. The provisions of this regulation are severable and in the event that any part thereof is found or declared to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such finding shall not invalidate any of the remaining parts.
4. It has been found and determined by the Board of Commissioners of the Holiday Island Suburban Improvement District that time is of the essence and that an emergency is hereby declared to exist and this regulation being necessary for the efficient operation of the District's affairs shall take effect and be in force from the date of its passage and approval.

Section 2: Severability Clause: The sections, paragraphs, sentences, clauses, and phrases of this Regulation are severable, and if any phrase, clause, sentence, paragraph, or section of this Regulation, or its application to any persons or circumstances, shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Regulation or their application.

Section 3: Effective date.

This regulation shall become effective January 1, 2017.

First Reading: November 21, 2016

Second Reading: November 21, 2016

Passed this 21st day of November, 2016

Signed:

Holiday Island Suburban Improvement District No. 1

Commissioner Bill Noonan, Chair

Attest:

Commissioner Dan Kees, Secretary

AGREEMENT FOR LAW ENFORCEMENT SERVICES
CARROLL COUNTY SHERIFF'S DEPARTMENT
AND
HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

Recitals

Whereas, the Holiday Island Suburban Improvement District No. 1 (hereafter HISID) and the Carroll County Sheriff's Department (hereafter SHERIFF) desire to enter into a contract to provide law enforcement services to HISID; and

Whereas, the contract between HISID and the SHERIFF expires on December 31, 2016; and

Whereas, HISID and SHERIFF have agreed upon terms and conditions to provide said law enforcement services to HISID,

NOW THEREFORE, BE IT APPROVED AND AGREED by the parties that:

1. Term: The term of this Agreement shall be for the time period beginning January 1, 2017 and ending on December 31, 2018.
2. Termination: This Agreement may be terminated upon thirty (30) days advance written notice by either party.
3. Notice: Any notice required by this Agreement shall be in writing and delivered by registered mail, return receipt as provided below:
 - a. HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1
Attention: District Manager
110 Woodsdale Drive
Holiday Island, AR 72631
 - b. CARROLL COUNTY SHERIFF'S DEPARTMENT
Attention: County Sheriff
205 Hailey Road
Berryville, AR 72616

4. Purpose: The purpose of this Agreement is for the SHERIFF to provide an assigned Deputy Sheriff and patrol vehicle within the boundaries of HISID.

5. Geographical Limits: It is mutually understood and agreed that services provided by this agreement shall be performed within the boundaries of HISID unless as provided otherwise by this Agreement.

6. Consideration: HISID and SHERIFF agree that consideration is joint and mutual.

7. Service to be Provided: SHERIFF will provide HISID with one full-time commissioned Deputy Sheriff to provide typical and customary law enforcement activities within the boundaries of HISID including but not limited to, patrol, investigation, observation, traffic enforcement, accident investigation, arrest and enforcement of juvenile laws. **The Sheriff or his representative will provide monthly reports to the Board of Commissioners at their monthly regular meeting. IT IS CLEARLY UNDERSTOOD THAT ALL SUPERVISION AND OPERATIONAL DECISIONS FOR SAID DEPUTY SHERIFF SHALL BE MADE BY THE SHERIFF OR SHERIFF'S DESIGNEE. SAID SERVICE TO AVERAGE A MINIMUM OF FORTY (40) HOURS PER WEEK.**

8. Services Rates: In exchange for services provided under this agreement, the annual rate is \$48,000.00 to be billed and paid in 12 monthly instalments of \$4,000.00 each month.

Monthly reporting, invoicing and payments will be made in accordance with Section 9. and 10. of this agreement.

9. Billings and Payments:

a. No later than the 10th day of each month, the SHERIFF shall provide an invoice to HISID for payment purposes. The invoice shall list the total hours worked and miles driven by the Deputy Sheriff for the previous month and will have the Monthly Report attached.

b. No later than the last day of each month, HISID shall issue payment for the invoice received from the SHERIFF.

c. In the event that any hour(s) worked or miles driven are disputed by the parties, the SHERIFF and HISID District Manager will meet to resolve any disputed charges. In the event the dispute cannot be resolved by the District Manager, the issues will be

scheduled for resolution at the next regular meeting of the HISID Board of Commissioners. Any agreement between HISID and SHERIFF concerning the charges shall replace and void the previously submitted invoice.

d. HISID shall not be charged for assigned Deputy Sheriff's commuting time to or away from HISID.

10. SHERIFF will provide a Monthly Report attached to each invoice showing (a) a daily listing of hours worked and miles driven by the Deputy Sheriff corresponding to the total hours billed on the invoice; and (b) a summary of the law enforcement activities by general categories performed during the month covered by the invoice.

11. Duties Exclusive to HISID: The duties performed by the Deputy Sheriff, in the course of incurring the 40-hours per week, shall be duties dedicated exclusively to HISID. Time spent outside HISID boundaries, but on behalf of HISID (e.g. court appearances for traffic violations, witness duties for HISID cases, etc.) shall be considered part of the 40-hour per week calculation.

Time spent outside HISID by the Deputy Sheriff for appearances that involve multiple cases, HISID will only pay for the hours dedicated to HISID (e.g. appearing in court for multiple traffic citations of which only a portion are HISID related, HISID will only reimburse for that time incurred for the HISID citations).

12. Indemnification: SHERIFF agrees to indemnify and hold HISID harmless from any and all claims, liability, expenses or damages in any action, suit or processing brought by a third party in which the SHERIFF is determined negligent in the performance or failure to perform activities under this Agreement subject to the limitations of Arkansas law. Likewise, HISID agrees to protect, defend, indemnify and hold the SHERIFF harmless from any and all claims, liability, expenses or damages, in any action, suit or proceeding, brought by a third party in which HISID is determined negligent in the performance or failure to perform activities under this Agreement subject to the limitations imposed by Arkansas law. IT IS CLEARLY UNDERSTOOD BY BOTH PARTIES THAT THE EMPLOYEES PERFORMING LAW ENFORCEMENT DUTIES PURSUANT TO THIS AGREEMENT, INCLUDING DEPUTY SHERIFFS, SUPERVISORY OFFICERS AND ADMINISTRATIVE SUPPORT STAFF OF THE CARROLL COUNTY SHERIFF'S DEPARTMENT, ARE AND SHALL REMAIN EMPLOYEES OF THE CARROLL COUNTY SHERIFF'S DEPARTMENT.

13. Waiver: The waiver by HISID of any breach, covenant or condition herein shall not be determined to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein.

14. Entire Agreement: This written agreement represents the entire agreement between HISID and SHERIFF with respect to providing law enforcement activities. Any and all representations, oral and written, made by the parties are merged into this Agreement.

15. Modification: This agreement can only be modified in writing by the mutual consent of both parties and with the same formalities required to approve this Agreement.

SIGNED THIS 21st DAY OF November, 2016,

CARROLL COUNTY, ARKANSAS, BY:

Sam L. Barr, County Judge

Randy Mayfield, County Sheriff

And,

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1, BY:

Bill Noonan, Chairman, BOC

Dan Kees, Secretary, BOC