

Updated January 19, 2015 at 8:00 am

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

**REGULAR MEETING - Monday, January 19, 2015, 9:00 A.M.
at the District Office - 110 Woodsdale Drive**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE / INVOCATION-REV DR JOHN WALLACE
3. ROLL CALL
4. DECLARATION OF A QUORUM
5. APPROVE AGENDA
6. APPROVE MINUTES – none.
7. APPROVE FINANCIAL REPORTS – none.
8. PUBLIC COMMENTS
9. DISTRICT MANAGER'S REPORT
10. OLD BUSINESS
 - A) Marina Flotation Bids.
 - B) Marina Operations Bids.
 - C) Boat Slip Rental Rates.
 - D) Golf Operations Analysis Contract – NGF.
11. NEW BUSINESS
 - A) Corps of Engineers Moratorium.
 - B) Proposed New Regulation – Bond Debt Reserve.
 - C) Change February 16, 2015 Meeting
 - D) Golf Activity Cards 2015-2019
12. ANNOUNCEMENTS
13. COMMISSIONER AGENDA SCHEDULING
14. COMMISSIONER COMMENTS
15. ADJOURNMENT

MEMORANDUM

To: Chairman and Commissioners
From: Dennis W. Kelly, District Manager
Date: December 12, 2014
Subject: Float Bids-Marina



The Holiday Island Suburban Improvement District (HISID) issued eleven (11) Invitations to Bid and responded to two (2) requests for packets for a total of thirteen (13) bid packages having gone out for the Marina Float Replacement Bid. Ten (10) of the bids were mailed out on October 17, 2014, with the remaining three (3) mailed out by October 23, 2014. The bids were due in the District Office by 4:30 p.m. on Friday, November 21, 2014. The HISID received one (1) bid in response to our invitations.

The one respondent was MariCorpUS, 27882 State Hwy 39, Shell Knob, MO 65747. Their bid total is:

MariCorp US

\$143,026.41

The summary of their bid details are attached.

We have \$50,000 budgeted for this item carried over from the 2014 budget into the 2015 budget.

The following are options for the Commission's consideration:

A. Re-bid Option: in that only one bid was received, consider rebidding the entire package or portions thereof to see if we get a greater number of responses. The downside to this option is MariCorpUS' bid is revealed and creates an uneven playing field for them. Other vendors can bid below them now that their bid has been made public. MariCorp US met all the minimum specifications to our bid.

B. Downsize Option: negotiate with MariCorp US to determine how much product (to include labor for installation) can we get for \$50,000 based on their bid prices submitted. The advantage of this option is it keeps us within the stated budget. The downside is we will probably pay a higher per unit price for the product and labor as we would lose economies of scale by piecemealing the project.

C. Total Purchase Option: transfer the necessary funds from our general reserve account to purchase the entire package at one time. This option would reduce our interest earnings as well as the principle amount in our reserves by about \$100,000. The upside is we would not have financing or interest costs and we get the project done at one time, enhancing our economies of scale.

D. Finance Option: the product should last at least twenty (20) years. Examine the cost of a five (5) year financing of the balance of the \$143,026.41 less the \$50,000 budgeted, which would be \$93,026.41, to purchase the entire package at one time. This option would of course include financing costs, plus an ongoing expense for approximately the next five years.

Staff recommends Option D, Finance Option, in order to complete the project in one setting and preserve our reserve funds for other unanticipated expenses. If you have questions or care to discuss this matter in more detail, please feel free to call or come by the office and we can go through the bid package with you.

END

November 21, 2014

Marina Floatation Replacement

BID COMPARISON SHEET
HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT

Contractor's Name And Address		Price		Price
Mari Corp U.S. PO Box 701 Shell Knob, MO 65747 417-858-8814 Scott Fitzpatrick Melanie Ashby	Dock #1	\$9,789.02	Walkway A	\$0.00
	Dock #2	\$6,293.24	Walkway B	\$0.00
	Dock #3	\$22,310.91	Walkway C	\$0.00
	Dock #4	\$32,010.80	Walkway D	\$2,098.64
	Total	\$70,403.97	Total	\$2,098.64
	Other Costs	\$70,523.80	<i>(labor, insurance, etc)</i>	
Grand Total	<u>\$143,026.41</u>			
Colliers Boat Dock Co. 239 State Hwy RB Lampe, Mo 65681 417-779-4831 Jim Saffurd	Dock #1		Walkway A	
	Dock #2		Walkway B	
	Dock #3		Walkway C	
	Dock #4		Walkway D	
	Total		Total	
NO BOND - NO BID				
	Dock #1		Walkway A	
	Dock #2		Walkway B	
	Dock #3		Walkway C	
	Dock #4		Walkway D	
	Total		Total	

BID SUMMARY SHEET

DOCK 1 \$ 9,789.02 WALKWAY A \$ 0.00

DOCK 2 \$ 6,293.24 WALKWAY B \$ 0.00

DOCK 3 \$ 22,310.91 WALKWAY C \$ 0.00

DOCK 4 \$ 32,010.80 WALKWAY D \$ 2,098.64

SUB

TOTAL \$ 70,403.91 + \$ 2,098.64

TOTAL \$ 72,502.61
*Not inclusive of sales tax
if applicable*

ALL OTHER COSTS (LABOR, INSTALLATION,

INSURANCE, ETC.) TOTAL \$ 70,523.80

GRAND TOTAL \$ 143,026.41

November 21, 2014

Mr. Dennis Kelly
Holiday Island Suburban Improvement District (HISID)
110 Woodsdale Drive
Holiday Island, AR 72631

RE: Refloat Bid Holiday Island Marina

Dear Mr. Kelly,

Thank you for the opportunity to bid on the HISID Marina re-float project. Please be assured that we are pre-approved to meet all bonding requirements for the project. We are a fully equipped marine construction and maintenance company with all appropriate equipment to preform on this project expediantly.

We would like you to be assured in addition to handling the onsite portion of your project professionally we will handle off-site portions in the same manner. Feel confident that all waste generated will be appropriatley disposed of in a licensed landfill. We will secure loads in a manner that will keep waste on the trucks and trailers in transit to the land fill.

We hope you will seriously consider our proposal and in weighing it against others will not hesitate to call, or email us with any questions you may have. Thank you again for this opportunity.

Sincerely,



Melanie Ashby
VP Business Development
417-224-0532

The above bid price will be valid for a period of ninety (90) calendar days after bid opening.

Signed By: 

Printed Name: Melanie Ashby Date: November 21, 2014

Title: VP Business Development

Company Name: MariCorp U.S., LLC

Address: 27882 State Highway 39 South

Shell Knob, MO 65747

Phone Number: 417-858-8814 / 417-224-0532 cell

E mail address: Melanie.Ashby@MariCorpUS.com

MEMORANDUM

To: Chairman and Commissioners
From: Dennis W. Kelly, District Manager
Date: January 17, 2015
Subject: Marina Operator Bids

The Holiday Island Suburban Improvement District (HISID) received five (5) bids in response to our invitations. You were previously sent the Bid Comparison Sheet identifying each bidder, their proposed percent price they would apply to a contract and their willingness to operate just the concession service. Based on the narratives provided in the bid responses (copies furnished at your seats at the daiz in the Commission Chambers), the following are staff's prioritized recommendations:

1. K.P. Services
Fayetteville, AR
2. Cassville Marine, LLC
Cassville, MO
3. Martin Enterprises
Holiday Island, AR
4. Ken Greenwood
Eureka Springs, AR
5. Chuck & Kathy Latham
Derby, KS

The Latham's, ranked number 5 above, was the only bidder that indicated they were willing to operate the concession only. All the others indicated they would not.

Once the Commission decides which bidder they want to select, staff will enter into negotiations for a contract to be brought back to the February Commission meeting. Once the bid is awarded, the selected bidder will be obligated to obtain a performance bond within 72 hours. That will be one indication to us of the bidder's financial capacity and surety to conduct the business of running a marina. Once we have completed a contract the performance bond can be converted to a surety bond naming the HISID as the beneficiary or additional insured.

Staff will be prepared to answer any questions during the Commission meeting. Some of the bidders have asked if it is ok to attend the meeting and the answer has been yes. Should you have questions over the weekend feel free to call me at 479-244-5071. Thank you.

END

January 7, 2015

MARINA SERVICES**BID COMPARISON SHEET**
HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT

Contractor's Name And Address	% Price Paid	Special Conditions	Concession Service Only
Cassville Marine LLC Bill Vance 13920 Farm Road 2200 Cassville , MO 65625 417-847-3284	45%		No
K.P. Services Kolin Paulk 788 W. Cleveland St. Fayetteville, AR 72701 870-405-0588 (Starkey Marina)	37.5%		No
Ken Greenwood 9335 Highway 23N Eureka Springs, AR 72631 715-413-1499	43%		No
Chuck & Kathy Latham 4060 S. Cypress Derby, KS 67037 316-648-8831	45%		Yes
Martin Enterprises Robert (Butch) Martin 65 Twin Peak Drive Holiday Island, AR 72631 479-253-9399	47%		No

GRAND TOTAL PER YEAR

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HOLIDAY ISLAND CURRENT:	\$149,004	\$149,004	\$149,004	\$149,004	\$149,004
AVERAGE:	219720	219720	219720	219720	219720
INCREASE AT:	5%	7%	10%	\$50	\$100
2015	156464	159484	163924	157604	166204
2016	164284	170600	180324	166204	183404
2017	172500	182616	198292	174804	200604
2018	181104	195292	218156	183244	217804
2019	190124	209016	239948	192004	235400
TOTAL INCREASE	\$41,120	\$60,012	\$90,944	\$43,000	\$86,000

AVERAGES PER SLIP SIZE-PERCENTAGE INCREASE

	10X20C	10X20UC	10X28	10X30
HOLIDAY ISLAND CURRENT:	\$780	\$573	\$1,070	\$1,143
AVERAGE:	1122	984	1650	1731

OPTION 4-RATE INCREASE BY FIXED PERCENTAGE

SEVEN (7)%

	10X20C	10X20UC	10X28	10X30
2015	835	613	1145	1223
2016	893	656	1225	1309
2017	956	702	1311	1401
2018	1022	751	1403	1499
2019	1094	804	1501	1604

AGREEMENT

THIS AGREEMENT is made on this 25 day of November, 2014, between NATIONAL GOLF FOUNDATION CONSULTING, INC., hereinafter referred to as NGF, through its representative, RICHARD B. SINGER, and HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT, hereinafter referred to as HISID, through its authorized representative, DENNIS W. KELLY, District Manager.

In consideration of the mutual covenants set forth below, NGF and HISID agree as follows:

1. **SERVICES TO BE RENDERED.** This Agreement incorporates the attached "Exhibit A" by reference (collectively, NGF's "NGF Consulting Services for District's Golf Operations") as if part of this agreement itself. HISID has engaged NGF to provide services in connection with HISID's Golf Operations to prepare a comprehensive analysis and plan for HISID's Golf Operation in order to foster maximum economic performance. Specifically, NGF will provide a golf operations analysis, including but not limited to, the criteria and plan set forth under "Task 1" of "Exhibit A." NGF will also provide a market and demographics analysis as per "Task 2," a financial analysis as per "Task 3," and a golf operations analysis final report as per "Task 4;" all subject to the criteria and plan within, but limited to, "Exhibit A."
2. **TIME AND AVAILABILITY.** NGF will perform the services as stated in "Exhibit A" for HISID. NGF shall have discretion in selecting the dates and times it performs such consulting services, giving due regard to the needs of HISID. NGF will provide a draft report within eight (8) weeks of its field visit and study of HISID.
3. **CONFIDENTIALITY.** In order for NGF to perform consulting services, it may be necessary for HISID to provide NGF with confidential information regarding HISID. HISID will rely heavily upon NGF's integrity and prudent judgment to use this information only in the best interests of HISID.
4. **STANDARD OF CONDUCT.** In rendering services under this Agreement, NGF shall conform to high professional standards of work and business ethics.

5. **COMPENSATION.** HISID shall pay to NGF \$24,000 for services rendered to HISID under this Agreement, on a monthly basis as services are completed, as provided for in "Exhibit A." HISID will withhold ten percent (10%) of each payment until such time as the final report is presented to HISID, at which time the full contract balance will be paid to NGF.
6. **LENGTH OF AGREEMENT.** This Agreement shall be in effect for one year from the date of execution.
7. **SEVERABILITY.** Each paragraph, clause, and sentence of this Agreement, including "Exhibit A," while integral to this Agreement, shall be severable. If any paragraph, clause, or sentence shall be determined to be unenforceable, each and every other paragraph, clause, or sentence shall remain in full force and effect.
8. **WAIVER.** The waiver by HISID of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.
9. **INDEPENDENT CONTRACTOR.** NGF is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, HISID. The manner in which NGF's services are rendered shall be within NGF's sole control and discretion. NGF is not authorized to speak for, represent, or obligate HISID in any manner without the prior express written authorization from HISID.
10. **ENTIRE AGREEMENT.** This written agreement represents the entire understanding and agreement between HISID and NGF with respect to NGF rendering services for the analyses and plans for HISID's Golf Operations. No subsequent agreement or modification of this agreement shall be valid unless in writing and signed by both parties hereto.

Executed this 25 day of November, 2014

NATIONAL GOLF FOUNDATION
CONSULTING, INC.

HOLIDAY ISLAND SUBURBAN
IMPROVEMENT DISTRICT

By: 
Richard B. Singer, Representative

By: _____
Chairman of the Board

Attest: _____
Secretary

MEMORANDUM

To: Chairman and Commissioners
From: Dennis W. Kelly, District Manager
Date: January 16, 2015
Subject: Corps of Engineers Moratorium

You have received in the agenda backup the announcement from the Corps of Engineers (COE) regarding the implementation of a two (2) year moratorium on future development of Table Rock Lake. The purpose of the moratorium is to allow the COE time to develop a base line development and structures throughout the lake. During the moratorium they will not process any permit or development applications submitted after the moratorium starts. The start date is January 31, 2015.

Any proposals submitted prior to January 31 will be received and processed on a first come first serve basis. In a telephone conversation with Ms. Rebecca Shortt it was determined that all the Corps needed to guarantee a project or request would be processed was a letter outlining the projects. Please find attached a draft letter to be sent to the Corps. It is requested the Board approve the attached draft to be sent to the Corps in final form.

END

January 19, 2015

Mr. James D. Sandberg
Operations Manager
Table Rock Lake Project Office
US Army Corps of Engineers
4600 State Hwy 165
Branson, MO 65616-8980

Subject: Submitted Projects List for Consideration and Processing during
Proposed Development Moratorium

Dear Mr. Sandberg:

Meeting in Regular Session on Monday, January 19, 2015, the duly elected Board of Commissioners for the Holiday Island Suburban Improvement District (HISID) approved the following projects and events for which they desire to maintain their rights to process during the forthcoming development moratorium announced by the Corps of Engineers. Said moratorium is to commence January 31, 2015, and is anticipated to run for two (2) years. Purpose of said moratorium is to afford the Corps time to develop a baseline of development on Table Rock Lake in order to more adequately complete the Table Rock Lake Master Plan.

It is the desire of HISID that the following projects and events be reserved for consideration and processing during the moratorium period:

1. Design and construction of a "fifth (5th) dock" to the Holiday Island Marina.
2. Renew existing lease.
3. Submit and process new lease for additional property along the shoreline on Bandy Drive, Holiday Island.

4. Reserve rights to conduct special events on the "Point," (such as Bonfire Extravaganza, Triathlon, etc.), subject to permit approval.

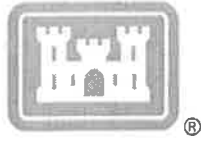
5. Reserve rights to conduct major Art Festival along Bandy Drive shore line, subject to permit approval.

If additional documentation is required in order to process these requests during the moratorium period , please advise soonest. Thank you in advance for your consideration.

Respectfully Submitted,

David Makidon
Chairman, HISID

Cc: Board of Commissioners
Dennis W. Kelly, District Manager



NEWS RELEASE

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG®

Release No: 87-14
Release: Immediately
Dec. 1, 2014

Contact:
Laurie Driver, 501-324-5551
Laurie.T.Driver@usace.army.mil

TABLE ROCK SHORELINE MANAGEMENT PLAN REVISION REQUIRES TEMPORARY HALT TO SHORELINE MANAGEMENT REQUESTS

BRANSON, Mo. -- The Army Corps of Engineers' Table Rock Project Office will temporarily suspend shoreline activity requests beginning Feb. 1, 2015 to establish a baseline number of permits and docks on the lake for officials to use while revising its 19-year-old shoreline management plan. New requests must be received or postmarked by Jan. 31, 2015.

Shoreline activity request will not be accepted during the shoreline management plan revision and all zoning and shoreline management regulations will remain in effect until the plan is complete. The revision is expected to be completed in spring 2017.

The Corps' shoreline management plans are used to guide use of the shoreline to ensure the general public recreational enjoyment and fish and wildlife benefits on public lands and water, both now and for generations to come.

A series of public workshops will be held in the spring to inform the public about the process used to update the Table Rock Shoreline Management Plan. The workshops will also allow project personnel to gather information from local residents and park visitors. The locations, dates and times of these workshops will be announced in the near future.

At the public workshops, representatives from the Corps of Engineers will present an overview on the shoreline management plan revision process. Anyone with any interest in the future management of Table Rock Lake is encouraged to attend.

--MORE--

TABLE ROCK SHORELINE MANAGEMENT PLAN REVISION...

2.

For more information about the shoreline management plan revision process visit the following website:

[http://www.swl.usace.army.mil/Missions/Planning/TableRockLakeShorelineManagementPlan.as](http://www.swl.usace.army.mil/Missions/Planning/TableRockLakeShorelineManagementPlan.aspx)

[px](http://www.swl.usace.army.mil/Missions/Planning/TableRockLakeShorelineManagementPlan.aspx) or call Dana Coburn at 501-324-5601.

--30--

REGULATION # 2015-1**REGULATION CREATING A NEW SECTION 2-205, CREATING A BOND
DEBT RESERVE**

1. The District will create and maintain a Bond Debt Reserve fund such that all excess funds, collected from the Water & Sewer Utility billings and the assessment billing for water & sewer bond debt, shall be deposited. Excess funds are defined as those monies left over after the Water & Sewer Bond payments, both principle and interest and any administrative costs, have been made.
2. Funds deposited in the Bond Debt Reserve are to be used exclusively for retirement of or refinancing of the Bond Debt.

Proposed Golf Activity Cards 2015 thru 2019

	2014	2015	2016	2017	2018	2019
<u>Property Owner</u>						
Individual 9 Hole	325	375	395	415	435	460
Family 9 Hole	500	575	600	630	660	695
Individual 18 Hole	475	500	525	550	580	610
Family 18 Hole	725	765	805	845	890	935
Individual Both	500	525	550	580	610	640
Family Both	775	825	865	910	945	990
<u>Non Property Owner</u>						
Individual 9 Hole	500	500	525	550	575	605
Family 9 Hole	770	770	810	850	895	940
Individual 18 Hole	725	760	800	840	880	925
Family 18 Hole	1100	1155	1210	1270	1335	1400
Individual Both	825	865	910	955	1000	1050
Family Both	1300	1365	1435	1500	1575	1655

2015 Holiday Island Tournament Contract

Name of Organization _____

Contact Name _____ Ph# _____

Date _____ Time _____ Start _____ # Players _____

Credit Card Information: Name _____ Visa, Master, Discover

Number _____ ex date _____ v code _____

Pricing: Items do not include tax Tax exempt events must supply Tax Id#

- The cost is \$40 per non-property owner and \$20 per property owner.
- A credit will be given to the tournament based on the total number of players as follows.
- 20 to 49 players \$5 per person
- 50 to 74 players \$10 per person
- 75 and up \$15 per person
- All groups under 20 players will pay \$47 per player with no credits given.

Credits will be given for each player to be used for food, beverage, merchandise, gift certificates or range balls.

One third of all credit must be used for food and beverage. (This is new)

In addition to the per golfer cost, a tournament fee shall be required for all events. Said fee shall provide overall tournament coordination and assistance, signage, pairings, scoring and cleanup, as follows:

- \$100 for tournaments with 50 golfers or less
- \$200 for tournaments of with over 50 golfers

Starting Formats:

Tee Times: One group of 4 players each 8 minutes.

Partial Shotgun: All groups starting at the same time on different holes. Minimum 24 players.

Full Shotgun: All groups starting at the same time on different holes. Must begin no later than one hour after the course opens with a minimum cost of \$2,000. Maximum of 144 players.

Carts:

We have a maximum of 45 carts at our disposal any tournaments requiring more than 45 will incur any additional charges it will take us to rent carts for there event.

Food or notes:

Signature _____ Date _____

Dennis Kelly

From: Barry Storie <golfpro@holidayisland.us>
Sent: Wednesday, January 14, 2015 9:58 AM
To: 'Dennis Kelly'
Cc: 'Carrie Buchanan'
Attachments: 2009 Tournament Contract.pub; Activity Cards 2015.xlsx

Mr. Kelly,

Activity Cards

Here are the two proposals to get on the agenda for 2015. The activity cards expire April 1st.

Most of the cards are based on a 5% increase per year.

The 9 hole is a 15% increase to property owners. This closes the gap with the 18 hole and still gives people playing just the 9 hole a break.

All non property owner cards also went up 5% except for the 9 hole course for 2015. We did not sell a single one and to continue raising prices on something that is not selling did not make any sense to me.

Tournaments

There is only one change in the tournament contract for 2015. I have bolded the change requiring one third of any credits given be spent on food and beverages. We are giving them money to spend we should be able to regulate where it's spent. I do believe this will increase our revenue.

Barry