



CLUB HOUSE 800 SQ FT
 BATHHOUSE 431 SQ FT
 TOTAL HEAT/COOLED SQ FT 1231 SQ FT.
 COVERED AREA 1190 SQ ST.

3022 # 01852 A/E #21107 3/31/2022	HOLIDAY ISLAND COMMUNITY BUILDING HOLIDAY ISLAND, AR	ROBERT D. BERRY, ARCHITECTS 110 N. MAIN, EUREKA SPRINGS, AR. rdberryarchitect@sbcglobal.net 0479-253-2976 C 479-253-2976
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**HOLIDAY ISLAND SUBURBAN IMPROVEMENT
DISTRICT REGULATION 2022 - 001
A REGULATION AMENDING CHAPTER 2 OF THE CODE OF REGULATIONS
BY AMENDING SECTION 2-33, MEETINGS**

Section 1: The Board of Commissioners of the Holiday Island Suburban Improvement District does resolve as follows: Chapter 2, Section 2-33, Meetings is hereby amended and reads as follows:

Sec. 2-33. - Meetings.

(a) Type. The district holds the following types of meetings:

- (1) Regular meetings.
- (2) Special meetings.
- (3) Work sessions.
- (4) Executive sessions.

Official actions will be made only in regular meetings and special meetings. Executive sessions can be held only in regular meetings and special meetings, in accordance with the Freedom of Information Act of 1967 (A.C.A. § 25-19-101 et seq.).

(b) Meeting place. The meetings shall be at locations identified by the board in appropriate public notices.

(c) Meetings. The regular meetings shall be conducted on the third fourth Monday of each month and, when determined necessary by the board, a work session will be conducted on the third Monday of each month. In the event that any meeting falls on a HISID recognized holiday, such meeting may be held on the immediately following Tuesday. Nothing herein shall be construed to prevent the board from cancelling or rescheduling any meeting as it may see fit. Meetings shall be held as often as the needs of the district require. A meeting may be called at any time by the chair or any three members of the board by informing the other commissioners of the date, time and place of such meeting and the purpose or purposes for which the meeting is to be held. When such meeting is called, the district manager will be informed by the chair or the commissioners calling such meeting so that public notification can be made.

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: February 28, 2022

Second Reading: March 31, 2022

Passed this 31st day of March, 2022.

Signed:



Suzanne Childers, Chairperson
Holiday Island Suburban Improvement District
Board of Commissioners

Attest:



Phyllis Sarratt, Secretary
Holiday Island Suburban Improvement District
Board of Commissioners

REGULATION NO. 2022-002

A REGULATION AMENDING CERTAIN PORTIONS OF CHAPTER 20, ROADS AND BRIDGES, OF THE CODE OF REGULATIONS OF HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1; AND FOR OTHER PURPOSES.

WHEREAS amendment is needed to certain portions of Chapter 20, Roads and Bridges, of the Code of Regulations of the Holiday Island Suburban Improvement District, Arkansas; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT, ARKANSAS:

The following provisions of Chapter 20, Roads and Bridges, of the Code of Regulations of the Holiday Island Suburban Improvement District, Arkansas are hereby amended as follows:

Sec. 20-6. - Roads Dedicated as Public Right-of-Way

The following portions of road are dedicated to the City of Holiday Island as a public right-of-way:

- (a) Approximately fourteen thousand seven hundred and fifteen (14,715) linear feet of Stateline Drive extending from Holiday Island Drive to County Line Road (CR 242), and
- (b) Approximately eight thousand three hundred and seventy-five (8,375) linear feet of Hawk Drive extending from Wild Turkey Drive to Eagle Drive.

The above-identified sections of roads are further highlighted on Exhibit A which is fully incorporated herein.

All Regulations, Resolutions, or Orders of the Holiday Island Suburban Improvement District, or parts of the same, in conflict with this Regulation are repealed to the extent of such conflict.

PASSED this _____ day _____ 2022.

Chairman, Board of Commissioners
Holiday Island Suburban Improvement District

ATTEST:

Phyllis Sarratt, Secretary,
Holiday Island Board of Commissioners

Prepared by: Tim Hutchinson, RMP PLLC, Legal Counsel for Holiday Island Suburban Improvement District

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 1st day of April, 2022, by and between the HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT (hereinafter called "Employer") and DANIEL PRESLEY, (hereinafter called "Employee"), an individual, who agree as follows:

Section 1: Term.

The appointment of District Manager shall be for an initial term of three (3) years, from April 1, 2022 through March 31, 2025. This Agreement shall automatically renew for subsequent terms of one (1) year thereafter. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Commissioners to terminate the services of Employee subject to the rights and obligations contained in Section 8.

Section 2: Duties and Authority.

Employer agrees to employ Daniel Presley as District Manager to perform the functions and duties in accordance with the Holiday Island Suburban Improvement District Code of Regulations, and to perform other duties and functions as are appropriate and legally permissible.

Employee shall faithfully perform the duties as may be lawfully assigned by Employer. Employee shall perform these duties with reasonable diligence, skill, and expertise. Employee shall comply with all applicable local, state, and federal laws.

All duties assigned to Employee by Employer shall be appropriate to, and consistent with, the professional role and responsibility of Employee.

It shall also be the duty of Employee to hire, manage, direct, assign, reassign, evaluate and, if necessary, terminate employees of Employer.

It shall also be the duty of Employee to organize, reorganize, and arrange the staff of Employer and to develop and establish internal policies and procedures which Employee deems necessary for the efficient and effective operation of Employer.

Section 3: Compensation.

Base Salary: Employer agrees to pay Employee an annual base salary, payable in installments at the same time as other employees of Employer are paid, as follows:

Year 1: \$ 90,000 per year.

Subsequent years: On the one-year anniversary of this Agreement, Employer agrees to increase Employee's base salary to \$ 93,000 and for the duration of Employee's service to Employer, Employer will also provide each year a cost-of-living adjustment, if any, which is equal to that which is provided to all other employees of Employer.

Automobile Allowance: In lieu of providing Employee with a vehicle, Employer shall provide Employee with an automobile allowance in the amount of \$800.00 per month, which payment is in lieu of any mileage expense reimbursement, gasoline or other vehicle maintenance charges associated with travel to and from Employer to destinations within the Holiday Island Suburban Improvement District, or other local travel associated with Employee's responsibilities as District Manager. This allowance shall be paid in addition to the annual salary set forth herein. Employee will be reimbursed by the Employer on a per mile basis for work-related travel in Employee's vehicle only when Employee travels to a destination located more than 50 miles from Holiday Island.

Section 4: Health, Dental, Vision, and Life Insurance Benefits.

The Employer agrees to provide health, vision, and dental insurance for Employee and his dependents equal to that which is provided to all other employees of Employer. Employee is responsible for a portion of the insurance premium for Employee and dependents at the same rate as other employees. Employee is entitled to life insurance or other insurance plans or benefits as may be offered to other employees.

Section 5: Vacation and Sick Leave.

Employee shall be granted paid time off (PTO) and the opportunity to accrue PTO at the same rate and the same maximum accrual as is provided to a senior employee with more than ten years of continuous service at Holiday Island Suburban Improvement District. If Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for accrued time at the same maximum amount as is allowed for all other employees who leave employment.

Section 6: Retirement.

Employer agrees to provide Employee the opportunity to enroll in the John Hancock 401K retirement system in accordance with the same terms and options that are available to all other employees of Holiday Island Suburban Improvement District. Employee acknowledges that the terms and conditions available to all other employees is subject to change and if changed, Employee agrees to be bound to any change.

Section 7: General Business Expenses.

Employer agrees to pay for professional dues, including but not limited to, membership in the Arkansas City Management Association and the International City/County Management Association (ICMA).

Employer agrees to allow for Employee's continued professional development and pay for travel and subsistence expenses as Employee participates in national, regional, state, and local professional associations organizations necessary and desirable, and deemed appropriate by both the Employee and the Board Chair, for the mutual benefit of Employer and Employee. This travel will include, but may not be limited to, the ICMA Annual Conference, Arkansas City Management Association Conference, Arkansas Municipal League Conference, Community Development Institute, and such other national, regional, state, and local professional organizations.

Employer also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer.

Section 8: Termination.

"Just Cause" Termination. Termination for Just Cause is defined and hereby limited for the purposes of this Agreement to termination by the Employer for any of the following reasons: (a) failure to perform the duties of District Manager; (b) felony or misdemeanor conviction of any crime involving moral turpitude; (c) untruthfulness; (d) any act that is determined to have violated the Federal Civil Rights Act of 1964, Americans with Disabilities Act; the Age Discrimination in Employment Act, or the Arkansas Civil Rights Act (e) any other act of gross misconduct that brings discredit or disrepute to the Holiday Island Suburban Improvement District. If Employee is terminated under these conditions, he shall not be entitled to any further compensation from Employer, except for compensation for PTO that was accrued by Employee for which he may be entitled in accordance with the applicable personnel policies.

"No Cause" Termination. Notwithstanding anything contained herein to the contrary, if the majority of the Board of Commissioners determines that it is in the best interests of the Employer for Employee to be terminated without cause, Employer agrees to pay Employee a severance equal to six months of his base salary and six months of his COBRA insurance premiums for his health, vision, and dental insurance. It is further understood that Employee will be responsible for any Federal or State taxes on all payments made to him pursuant to this paragraph. If terminated without cause, Employee agrees not to file for nor receive any unemployment compensation benefits for six months following his termination.

In the event that Employee becomes totally disabled or dies during the term of his employment as District Manager, then the Employer's only obligation to Employee shall be his accrued paid time off (PTO) up until the date of his total disability or death, subject to the maximum amount payout allowed by the Employer's personnel policies.

Section 9: Employee Classification.

Employee is classified as an Exempt Employee as defined by the Fair Labor Standards Act (FLSA), and his work hours shall be regulated accordingly. It is recognized that Employee must devote a great deal of time outside the normal office hours during evenings and weekends to take care of work-related matters. To justly compensate Employee for this time, Employee will be allowed a reasonably flexible work schedule, provided Employee routinely keeps regular office hours and performs his duties in a manner that will accommodate the needs of Employer. Employee shall not be entitled to any additional salary for the time spent handling work-related matters outside normal office hours; provided, however, that reasonable time off and flexibility are permitted to allow for work-life balance.

At this time the Employer is not subject to the Family Medical Leave Act ("FMLA") which provides unpaid leaves of absences under certain circumstances. Nevertheless, should the Employer become subject to the FMLA, Employee acknowledges that he is a Key Employee as that term is defined by the FMLA and further acknowledges that as a Key Employee, his rights under the FMLA are limited.

Parties agree that this classification could change if there is ever a reorganization of duties.

The Employee acknowledges that in his current role, he has access to confidential information and his role is therefore properly classified as a Safety Sensitive Position as that term is used under Arkansas' Medical Marijuana Act.

Section 10: Other Terms and Conditions of Employment.

Employer agrees to notify Employee in writing of any concerns relating to the performance of the Employee or any desire to change the terms and conditions of employment. Employer and Employee, by mutual agreement, may then amend the terms and conditions this Employment Agreement.

Section 11: General Provisions.

Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between Employer and Employee are merged into and rendered null and void by this Agreement. Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by Employer are subject to any valid limitation placed thereon by the Constitution, statutes and laws of the State of Arkansas.

SIGNATURE PAGE TO FOLLOW

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT

Suzanne Childers

Suzanne Childers, Chairperson
Holiday Island Suburban Improvement District
Board of Commissioners

EMPLOYEE

Daniel Presley

Daniel Presley, District Manager
Holiday Island Suburban Improvement District

ATTEST:

Regina M. Reynolds

Notary Public, State of Arkansas

