

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

**REGULAR MEETING - Monday, May 18, 2015, 9:00 A.M.  
at the District Office - 110 Woodsdale Drive**

1. CALL TO ORDER
2. INVOCATION – Rev Barbara German, Bible Reading Marathon
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. DECLARATION OF A QUORUM
6. APPROVE AGENDA
7. APPROVE MINUTES – Special Meeting of April 13, 2015 and Regular Meeting of April 20, 2015.
8. APPROVE FINANCIAL REPORTS – January, February, March 2015
9. PUBLIC COMMENTS
10. DISTRICT MANAGER'S REPORT
11. OLD BUSINESS
  - A) Lot Sales – Attorney Matt Bishop follow-up from April 13<sup>th</sup> Special Meeting.
  - B) Lots – Alex Thurocy.
  - C) Sheriff's Contract.
  - D) Hiking Trails – Misty Murphy, Regional Trails Coordinator, Northwest Arkansas Council.
12. NEW BUSINESS
  - A) Road Improvements Bids
  - B) Holiday Island Chamber of Commerce – 4<sup>th</sup> of July Fireworks – Mr. Mike Boley
13. ANNOUNCEMENTS
14. COMMISSIONER AGENDA SCHEDULING
15. COMMISSIONER COMMENTS
16. ADJOURNMENT

## Financial Summary as of March, 2015

### Assessments

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Current Collected	\$ 240,899.86	\$ 1,616,453.00	\$ 1,375,553.14
Delinquent Collected	\$ 26,623.30	\$ 114,155.00	\$ 87,531.70
Penalties Collected	\$ 8,255.61	\$ 33,730.00	\$ 25,474.39
Sewer Debt Collected - Current	\$ 34,892.29	\$ 202,023.00	\$ 167,130.71
Sewer Debt Collected - Delinquent	\$ 2,862.32	\$ 13,102.00	\$ 10,239.68
<b>Total Collected</b>	<b>\$ 313,533.38</b>	<b>\$ 1,979,463.00</b>	<b>\$ 1,665,929.62</b>

### Capital Expenditures

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Budgeted-Facilities/Equipment	\$ 15,681.77	\$ 522,700.00	\$ 507,018.23
Equipment Reserve	\$ 8,589.99	\$ 84,000.00	\$ 75,410.01
Projects / Unbudgeted			\$ -
<b>Total</b>	<b>\$ 24,271.76</b>	<b>\$ 606,700.00</b>	<b>\$ 582,428.24</b>

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**Operating Income / Expenses (ytd)**

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Income / Actual Assess. Payment	\$ 802,812.54	\$ 3,402,727.00	\$ (2,599,914.46)
Expense	\$ (637,154.20)	\$ (2,915,136.00)	\$ 2,277,981.80
<b>Net Income (&lt;depr)</b>	<b>\$ 165,658.34</b>	<b>\$ 487,591.00</b>	<b>\$ (321,932.66)</b>
<i>Depreciation</i>	<u>\$ (33,884.79)</u>		
<b>Net Income</b>	\$ 131,773.55		

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**Cash & Investments**

	<u>December 2014</u>	<u>Jan-15</u>	<u>INC/(DEC)</u>
Cash - Restricted <i>(Act 833/FireWise/Road/Utility Imp)</i>	72,235.42	80,359.42	8,124.00
Cash - Unrestricted <i>(Bank Accounts/Petty Cash)</i>	1,431,388.04	1,620,844.97	189,456.93
Reserves - Restricted <i>(Equipment/Undesignated)</i>	1,304,774.17	1,304,774.17	-
Reserves - Unrestricted <i>(CD - No Restrictions)</i>	-	1,061.49	1,061.49
Debt Service Fund	965,962.24	967,368.09	1,405.85
<b>Totals</b>	<b>3,774,359.87</b>	<b>3,974,408.14</b>	<b>200,048.27</b>

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**Actual/Budget Comparison**

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>
Income / Actual Assess. Payment	\$ 802,812.54	\$ 3,402,727.00	\$ (2,599,914.46)
Expense	\$ (637,154.20)	\$ (2,915,136.00)	\$ 2,277,981.80
<b>Net Income (&lt;depr)</b>	<b>\$ 165,658.34</b>	<b>\$ 487,591.00</b>	<b>\$ (321,932.66)</b>
<i>Depreciation</i>	<i>\$ (33,884.79)</i>		
<b>Net Income</b>	<b>\$ 131,773.55</b>		
Capital Expenditures (CE)	\$ (15,681.77)	\$ (522,700.00)	\$ 507,018.23
<b>Net Income After Initial CE</b>	<b>\$ 116,091.78</b>	<b>\$ (35,109.00)</b>	<b>\$ (828,950.89)</b>
CE - Equipment Reserve	\$ (8,589.99)	\$ (84,000.00)	\$ (75,410.01)
CE - Projects/Unbudgeted			\$ -
<b>Final Net Income with CE</b>	<b>\$ 107,501.79</b>	<b>\$ (119,109.00)</b>	<b>\$ (904,360.90)</b>
Equipment Reserve Funds	\$ 275,448.04		
<b>Final Net Income</b>	<b>\$ 382,949.83</b>		

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Summary Balance Sheet 3/31/2015

**ASSETS**

Unrestricted Cash	1,620,844.97
Restricted Cash	80,359.42
Unrestricted Invested Funds	1,061.49
Restricted Invested Funds	1,304,774.17
Debt Service Funds	967,368.09
Accounts Receivable	1,750,030.80
Allowance for Uncollectable Debt	(40,000.00)
Resale Inventory	38,388.03
Prepaid Expense (Insurance)	30,745.92
Land & Buildings	44,621,848.77
Accumulated Depreciation	<u>(23,923,681.84)</u>
	26,451,739.82

**LIABILITIES**

Short Term Payables	178,212.29
Long Term Payables	307,560.49
Bond Payable	4,841,561.62
Accrued Interest Payable (ANRC)	0.00
Fire Wise Grant	16,464.10
Contributed Capital	1,453,004.72
Retained Earnings	<u>19,654,936.60</u>
	26,451,739.82

## Assessment Payments

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Current Collected	\$ 240,899.86	\$ 132,256.81	\$ 202,720.58	\$ 230,190.94
Delinquent Collected	\$ 26,623.30	\$ 30,192.10	\$ 57,937.36	\$ 43,185.82
Penalties Collected	\$ 8,255.61	\$ 9,993.72	\$ 17,315.74	\$ 12,575.36
Sewer Debt Collected	\$ 37,754.61	\$ 22,172.77	\$ 36,293.96	\$ 42,480.47
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	\$ 313,533.38	\$ 194,615.40	\$ 314,267.64	\$ 328,432.59

### Quit Claims

### Redemptions

### Sale

January	2
February	3
March	2
April	
May	
June	
July	
August	
September	
October	
November	
December	

### 2015 Foreclosure Listing

Improved
Vacant
<hr/>
Total

7	QC-Redemption-Sale Foreclosure
7	Total

**2015 ROADS PROGRAM**

BID OPENING DATE: MAY 11, 2015 @ 2:00 P.M.

ESTIMATED			\$22,500.00	\$37,400.00	\$80,000.00	\$74,500.00	\$24,000.00	\$238,400.00
CONTRACTOR	INS. Y / N		BID FOR HOT MIX PATCHING	BID FOR SINGLE CHIP/SEAL	BID FOR WHITE RIVER LN.	BID FOR 2" ASPHALT OVERLAY	BID FOR UPPER COVE LN.	
HUTCHENS CONSTRUCTION	Y		\$20,850.00	\$38,645.90	\$105,500.00	\$79,396.80	\$28,800.00	
HEAVY CONSTRUCTORS	Y		\$18,750.00 LOW BID	\$30,228.00 LOW BID	Rejected Incomplete	\$66,820.00 LOW BID	\$22,700.00 LOW BID	
MARION CO. PAVING	Y		\$22,500.00	\$49,732.22	\$86,896.00 LOW BID	\$90,699.00	\$27,708.00	
ALL LOW BID TOTALS								\$225,394.00

HEAVY CONSTRUCTORS OF ARKANSAS LLC WAS LOW BIDDER ON THE HOT MIX PATCHING, THE SINGLE CHIP AND SEAL, THE ASPHALT OVERLAYS AND THE PAVING ON UPPER COVE LN.

MARION COUNTY PAVING WAS LOW BIDDER ON THE WHITE RIVER LANE SUB GRADE RESTRUCTURE AND PAVING.

AFTER MEETING WITH MR. KELLY THE NEXT DAY, WE RECOMMEND AWARDING THE BIDS FOR HOT MIX PATCHING, SINGLE CHIP AND SEAL, 2" ASPHALT OVERLAYS AND PAVING ON UPPER COVE LANE TO HEAVY CONSTRUCTORS OF ARKANSAS, LLC FOR THE SUM OF \$138,498

WE ALSO RECOMMEND AWARDING THE BID FOR WHITE RIVER LANE SUB GRADE RESTRUCTURE/PAVING TO MARION COUNTY PAVING FOR THE SUM OF \$86,896

TOTAL FOR 2015 ROADS PROGRAM	\$225,394.00
BUDGETED AMOUNT	\$260,900.00
UNDER BUDGET	\$35,506.00

WE ALSO RECOMMEND HOLDING THE UNDER BUDETED AMOUNT UNTIL THE WHITE RIVER LANE PROJECT IS COMPLETED. BIDDER BID ON AN AVERAGE DEPTH TO DIG OUT. IF AT THIS DEPTH A GOOD BASE IS NOT ACHIEVED, BIDDER WILL COME BACK TO US FOR A CHANGE ORDER FOR ADDITIONAL COST TO PERFORM THE EXTRA WORK.

## MEMORANDUM

To: Chairman and Commissioners  
From: Dennis W. Kelly, District Manager  
Date: May 12, 2015  
Subject: Sheriff's Contract

Please find attached a draft of the contract between the Carroll County Sheriff's Office and the Holiday Island Suburban Improvement District (HISID). The terms and conditions are almost the same as the previous contract with the following exceptions:

1. The term has been changed to from June 1, 2015 to May 31, 2017 (the Sheriff and I negotiated a two (2) year agreement, but after we finished negotiations it was suggested the term coincide with his tenure in office, which would be December 31, 2016; we will change this at the Commission meeting).
2. The cost represents a forty hour per week service for \$69,000 per year.
3. Monthly reports by the Sheriff or his representative to the Board of Commissioners at their regular monthly meeting.
4. The hourly rate will remain at \$29.00, with the remaining length of the fiscal year calculated to determine the budgeted amount needed for fy 15. See paragraph 8 of the contract for the detailed calculation.
5. The signing date on the last page will be changed to May 18, 2015.

We currently have \$31,000 budgeted for this service. The 7 months remaining will cost the HISID \$35,960.00. Staff is recommending the balance of \$4,960 be rounded up to \$5,000.00 and transferred from Account # \_\_\_\_\_ and applied to Public Safety (Deputy), Account #662, Purchased Services.

\*\*\*END\*\*\*



AGREEMENT FOR LAW ENFORCEMENT SERVICES

CARROLL COUNTY SHERIFF'S DEPARTMENT

AND

HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1

*Recitals*

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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 previous contract between HISID and the SHERIFF expired on the last day of December, 2013~~4~~;

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Whereas, HISID and the SHERIFF have agreed upon new terms and conditions to provide law enforcement services to HISID.

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

1. Term: The term of this Agreement shall be for the time period beginning on ~~April 1, 2014 and ending on December 31, 2014.~~ June 1, 2015 and ending on May 31, 2017.

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2. Termination: This Agreement may be terminated upon thirty (30) day 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 73616

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 FORTY (40) HOURS PER WEEK.

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8. Services Rates: The primary determinant for the cost of a 40-hour per week Deputy will be set at a rate of \$29.00 per hour. ~~Over the nine (9) remaining months in the fiscal year, there are 1,576 hours making up the remaining 40-hour weeks. At \$29.00 per hour X 1,576 hours, the total cost to HISID will be \$45,704. The monthly average is \$45,704 / 9, which equals \$5,078. Therefore, HISID will reimburse the Sheriff's office at a rate of \$29.00 per hour with a not to exceed monthly amount of \$5,078.~~ Over the seven (7) remaining months in the fiscal year, there are 1240 hours making up the remaining 40-hour weeks. At \$29.00 per hour X 1240 hours, the total cost to HISID will be \$35,960. The monthly average will be \$35,960 / 7, which equals \$5,137. Therefore, HISID will reimburse the Sheriff's Office at a rate of \$29.00 per hour with an estimated monthly average of \$5,137..

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

9. Billings and Payment:

a. No later than the 10<sup>th</sup> 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 of 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 proceeding 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 ~~28<sup>TH</sup>~~ 1st DAY OF ~~APRIL, 2014~~ June, 2015

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Carroll County, Arkansas

By: Sam L. Barr, County Judge

~~Bob Grudek, County Sheriff~~  
~~Randy Mayfield, County Sheriff~~

Holiday Island Suburban Improvement District No. 1

By: ~~Linda L. Graves, David Makidon~~, BOC Chair

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Attest:

~~David M. Makidon, Linda L. Graves~~, BOC Secretary

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