

RESOLUTION NO. 2025-12

**RESOLUTION TO ADJUST THE FINAL REPORT FROM MRFID TO
CITY COUNCIL OF CITY OF HORSESHOE BEND**

WHEREAS, MRFID has submitted their final report to the city council, and

WHEREAS, City Council has the right to adjust the final report per 14-88-603 Procedures and final report, and

WHEREAS, MRFID contained two contracts one for Wally Mettler and one for Rick Broderick, and

WHEREAS, These contracts have a term of three years which creates a problem since neither the Mayor nor councilmen can know if they will be re-elected to see these contracts through, and

WHEREAS, The positions in these contracts are going to be city positions and they should be advertised, and

WHEREAS, These contracts take the authority of the council to set salaries away from the City Council

NOW, THEREFORE, BE IT RESOLVED by The City Council of the City of Horseshoe Bend, Arkansas that these two contracts be removed from the final report and not transferred to the City of Horseshoe Bend AR

Passed and approved this 24 day of February, 2025

Approved: _____
Duane DeLair Mayor

Attest:

W. Vander Pas
William Vander Pas Recorder/Treasurer

*passed
2/24/25
Not Signed*

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 12th day of December, 2024, between MRID of Horseshoe Bend, AR, ("Employer") and Rick Broderick, ("Employee").

WITNESSETH:

1. AGREEMENT. Employer agrees to employ Employee to perform services as the Director over all parks, lakes and recreational facilities.

2. TERM. The term of this Agreement shall be for a three (3) year period (unless earlier terminated in accordance with the terms set forth herein), commencing on December 12th 2024.

3. DUTIES. Employee's duties shall be the management of property, supervision of employees and Employee shall also assume additional duties that may be reasonably assigned to him by the Employer. Said duties shall include, but not be limited to, the following:

a) Responsible for all parks, lakes and recreation employees, excluding golf course personnel. This shall include employee training, supervision, hiring, terminations, promotions and demotions;

b) Work, as may be needed, with the golf course superintendent for the maintenance of the golf course;

c) Upkeep and maintain all buildings, facilities, storage sheds and amenities including, but not limited to, community center, Pro Shop, youth building, pool

house, mini golf, horseshoe pits, basketball courts, playgrounds, pools, walking trails, tennis court, shuffle ball, together with all parking and swimming areas, lakes and dams;

d) Responsible for all monthly reports required by the employer, or employer's successor in interest. Said reports include, but are not limited to, income vs. expense, preparation/usage numbers, any project status, improvements vs. maintenance; and

e) Responsible for all property currently owned by the employer and indebted tax properties for which employer can rightly lay claim.

4. COMPENSATION. For all services rendered by the Employee under this Agreement, the Employee shall be entitled to the following: During the term hereof, the Employee shall receive the sum of \$30,000 annually payable to the Employee in bi-monthly pay periods.

5. DUTIES OF EMPLOYEE. The Employee shall devote his professional time and attention to the affairs of the Employer in the business. The Employee shall serve the Employer faithfully and diligently and according to the best of his abilities and shall use every effort to promote the interests of the Employer. "Entire professional time" shall mean forty (40) hours per week, with the exception of mutually agreed upon leave, vacation, and sick days.

6. TERMINATION.

A. Termination For Cause. Employer and Employee shall each give to the other, thirty (30) days notice of a material default of this Employment Agreement. Should either

party not cure the default, then this Agreement shall terminate at the end of said thirty (30) days.

B. Termination Without Cause. This Agreement may be terminated by Employer without cause by delivery of thirty (30) days written notice to the other party. In such event, Employee shall be paid the balance of contract term, payable within two weeks of the date of termination. In addition, Employer may terminate this Agreement immediately without cause or notice in the event of (i) the death of Employee, or (ii) a disability that renders Employee unable to engage in the duties of a Parks and Recreations Director. In such event, Employer shall not be required to pay the balance of the contract as stated.

7. WAIVER OF BREACH. Waiver by the Employer of a breach of any provision of this Agreement by the Employee shall be construed as a waiver of any subsequent breach by the Employee.

8. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail to his residence in the case of the Employee, or to its principal office in the case of the Employer.

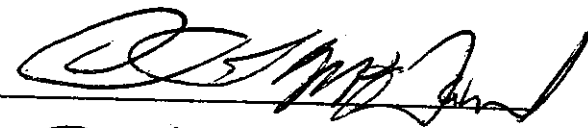
9. ASSIGNMENT OF AGREEMENT. In the event the Employer changes prior to the end of this agreement, the new employer shall honor the terms and conditions of this agreement.

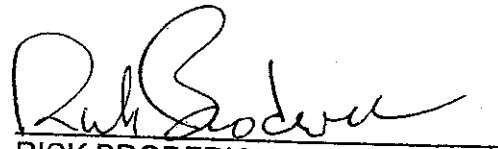
10. CHAIN OF COMMAND. The Employee shall be directed by and answer solely to the head person of the Employer. As used herein, the term "head person" shall mean the designated president or CEO of the Employer.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

MRID of Horseshoe Bend, AR

BY: 
Special Admin


RICK BRODERICK

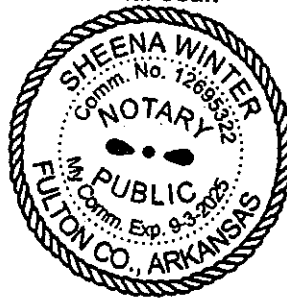
State of Arkansas
County of Fulton) SS

On this 12th day of December 2024, before me, the undersigned notary, appeared remotely pursuant to Executive Order 20-08 Rick Brudenial proved to me through identification documents, and acknowledged to me that he/she signed the forgoing instrument voluntarily for its stated purpose and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my signature and official seal.

(Notary Seal)

Sheena Winter
Notary Public



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 12 day of December 2024, between MRID of Horseshoe Bend, AR, ("Employer") and Wally Mettler, ("Employee").

WITNESSETH:

1. AGREEMENT. Employer agrees to employ Employee to perform services as a Golf Course Superintendent in connection with the conduct by Employer of its golf course operation.
2. TERM. The term of this Agreement shall be for a three (3) year period commencing on December 12 2024
3. DUTIES. Employee's duties shall be consistent with the duties of a Golf Course Superintendent, and Employee shall also assume additional duties that may be reasonably assigned to him by the Employer. Said duties shall include, but not be limited to, spraying chemicals, directing golf course employees, maintaining irrigation system (including pump houses) and maintaining all equipment.
4. COMPENSATION. For all services rendered by the Employee under this Agreement, the Employee shall be entitled to the following: During the term hereof, the Employee shall receive the sum of \$40,000 annually payable to the Employee in bi-monthly pay periods. Other benefits include a golf course membership for Employee and his spouse during the term of this agreement.

5. DUTIES OF EMPLOYEE. The Employee shall devote his entire professional time and attention to the affairs of the Employer in the business. The Employee shall serve the Employer faithfully and diligently and according to the best of his abilities and shall use every effort to promote the interests of the Employer. "Entire professional time" shall mean forty (40) hours per week, with the exception of mutually agreed upon leave, vacation, and sick days. Provided, from April 1st to September 30th of each year, the Employee shall devote 100% of his time to the duties of this agreement. The balance of the year, Employee will direct other golf course employees as may be needed.

6. TERMINATION.

A. Termination For Cause. Employer and Employee shall each give to the other, thirty (30) days notice of a material default of this Employment Agreement. Should either party not cure the default, then this Agreement shall terminate at the end of said thirty (30) days.

B. Termination Without Cause. This Agreement may be terminated by Employer without cause by delivery of thirty (30) days written notice to the other party. In such event, Employee shall be paid the remaining salary, payable on the terms stated in paragraph 4 hereinabove. In addition, Employer may terminate this Agreement immediately without cause or notice in the event of (i) the death of Employee, or (ii) a disability that renders Employee unable to engage in the duties of a Golf Course Superintendent. In such event, Employer shall not be required to pay the yearly salary stated hereinabove.

3
7. WAIVER OF BREACH. Waiver by the Employer of a breach of any provision of this Agreement by the Employee shall be construed as a waiver of any subsequent breach by the Employee.

8. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail to his residence in the case of the Employee, or to its principal office in the case of the Employer.


9. ASSIGNMENT OF AGREEMENT. In the event the Employer changes prior to the end of this agreement, the new employer shall honor the terms and conditions of this agreement.

10. CHAIN OF COMMAND. The Employee shall be directed by and answer solely to the head person of the Employer. As used herein, the term "head person" shall mean the designated president, CEO of the Employer.

11. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year aforesaid.

MRID of Horseshoe Bend, AR

BY: 
Special Admin


- WALLY METTLER

State of Arkansas
County of Fulton) SS

On this 12th day of December 2024, before me, the undersigned notary, appeared remotely pursuant to Executive Order 20-08 Wally Mettler proved to me through identification documents, and acknowledged to me that he/she signed the forgoing instrument voluntarily for its stated purpose and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my signature and official seal.

(Notary Seal)

Sheena Winter
Notary Public

