

Resolution 2025-17

RESOLUTION TO TRANSFER ALL MRFID FINANCIALS TO THE CITY OF HORSESHOE BEND ARKANSAS

WHEREAS City of Horseshoe Bend AR has received all property and assets of MRFID which are in trusted to Parks and Recreation to hold and maintain for the benefit of the 13,822 property owners, and

WHEREAS MRFID has been ordered by the court to no longer exist by April 1st, 2025, and

WHEREAS The Parks and Recreation Department of the City of Horseshoe Bend needs control of all financials to fulfill it's obligation to the above mentioned property owners,

NOW, THEREFORE, BE IT RESOLVED by City of Horseshoe Bend, Arkansas

1. That all financial instruments be turned over to Recorder Treasurer of Horseshoe Bend from MRFID,
2. That all contracts in existence between MRFID and parties, with the exceptions of the two contracts rejected by City Council with Resolution 2025-12, be turned over to the Recorder Treasurer of Horseshoe Bend to be amended to show them to be between City of Horseshoe Bend and said parties,
3. That all bank accounts of MRFID have approved signatories for accounts be modified to remove Charlie McDaniel and ensure only Mayor DeLair and Recorder Treasurer Bill Vander Pas remain as approved signatories.
4. That final payment of the rejected contracts be made out of MRFID bank account on Friday 14th of March 2025.

Passed and approved this 27th day of March, 2025

Approved _____
Duane DeLair Mayor

Attest:

William Vander Pas
William Vander Pas Recorder/Treasurer

Passed
3/13/25
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.

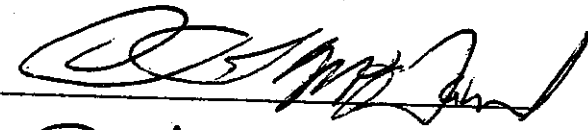
9. ASSIGNMENT OF AGREEMENT. In the event the Employer changes prior to the end of this agreement, the new employer shall honor the terms and conditions of this agreement.

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

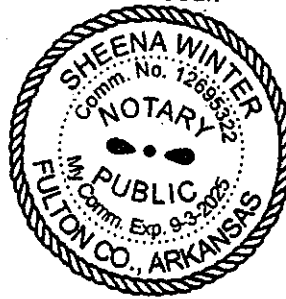
State of Arkansas,
County of Fulton) SS

On this 12th day of December 2024, before me, the undersigned notary, appeared remotely pursuant to Executive Order 20-08 Rick Broderick 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.

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

