

ORDINANCE NO. 31-98
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JAMES SINGER ON THE
16th DAY OF NOVEMBER, 1998.

AN EMERGENCY ORDINANCE TO AMEND ORDINANCE
NUMBER 20-97, ADOPTING ALL FEES ASSOCIATED WITH
THE GOLF CLUB AT YANKEE TRACE AND PROVIDING
COMPENSATION FOR GOLF PROFESSIONALS.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

Section 1. Ordinance Number [24-96] 20-97 is hereby amended with the bracketed portions deleted, and the italicized portions added.

Green Fees

Monday through Thursday

18 holes [~~\$35.00~~] *\$37.00* per person

Centerville resident [~~\$30.00~~] *\$31.00* per person

Junior [~~\$19.00~~] *\$21.00* per person

(18 and under - before 4:00 p.m.)

Friday, Saturday, Sunday, and holidays

18 holes [~~\$39.00~~] *\$43.00* per person

Centerville resident [~~\$34.00~~] *\$37.00* per person

Junior [~~\$25.00~~] *\$28.00* per person

(18 and under -before 2:00 p.m.)

Junior [~~\$19.00~~] *\$20.00* per person

(18 and under - 2:00 p.m - twilight)

[(Complimentary practice balls included with all 18 hole green fees)]

Rain Check Policy

Due to inclement weather that may arise during play, rain checks may be issued to golfers to return at a future time. Based upon the amount of holes played, the following fees will be charged upon the golfer's return visit:

Number of holes played:	Rain check issued:	Charge on return visit:
up to 5 holes completed	18 holes	\$0
6-14 holes completed	9 holes	50% of 18 holes
15-18 holes completed	No rain check	

Golf car rain checks are issued for either 9 or 18 holes, whichever applicable.

Twilight Fees

In effect after 4:00 p.m., unless modified by the City Manager due to reduced daylight hours.

Base fee:	[\$23.00] \$25.00 per person
Centerville resident	[\$20.00] \$22.00 per person
Junior (18 or under)	[\$13.00] \$15.00 per person
Golf car fee	\$7.50 per person

Golf Car Fees

18 holes	\$12.00 per person
9 holes	\$ 7.50 per person

Golf League Fees

9 hole league play - [\$159.00] \$169.00 per person for 8 weeks, including league dues.

18 hole league play - [\$28.00] \$30.00 per person/per week, plus \$30.00 league dues.

(Fees do not include optional car at normal rates)

Practice Facility Fees

Practice balls	[4.50] \$7.00 large bucket \$5.00 medium bucket \$2.50 small bucket
Practice course fee	\$6.00 - 45 minutes
Golf car fee	\$3.00

Locker Room Service

Annual fee	\$85.00
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Bag storage service

Annual fee	\$85.00
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Handicap Service

Annual fee	[\$10.00] \$15.00
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Rental Clubs

Rental fee	[\$15.00] \$17.00 - 18 holes [\$ 7.50] \$10.00 - 9 holes
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Golf Instruction

Individual lesson	\$35.00
Series of four lessons	\$109.00

Outdoor Golf Academy Programs

Full Academy	[\$495.00] \$545.00 individual
Membership	[\$220.00] \$240.00 plus spouse [\$175.00] \$200.00 plus child [\$275.00] \$300.00 junior individual
Associate Range	[\$399.00] \$440.00 individual
Membership	[\$195.00] \$225.00 plus spouse or child [\$225.00] \$255.00 junior individual
Practice Hole	[\$200.00] \$210.00 individual

Membership [\$100.00] \$110.00 plus spouse or child
[\$150.00] \$160.00 junior individual

Indoor Golf Academy Fee Schedule

Indoor driving range \$ 5.00 per half hour
\$ 8.00 per hour
10 card pass \$59.00 - 1 hour session
20 card pass \$99.00 - 1 hour session
20 card pass includes complimentary video lesson
Full Academy \$249.00 for 3 month period
Membership \$125.00 plus spouse or child

Includes:

Unlimited indoor practice
2 private lessons per month
Bag storage

Annual Fee Program

Centerville Resident - [\$2100.00] \$2150.00 per person

Non-Resident - [\$2,400.00] \$2450.00 per person, (subject to availability)

Annual Fee Program benefits include:

- * Unlimited golf for one golf season. Golf car usage is at the applicable rate.
 - * Priority call-in starting times, 14 days in advance.
 - * Charge Card availability.
 - * 10% discount on all regularly priced golf shop merchandise.
 - * 50% discount on any individual Golf Academy Program.
 - * Private lockers.
 - * Secured bag storage, including full club services and personalized Yankee Trace bag tag.
 - * Yankee Trace computerized handicap system.
 - * Opportunity to purchase discount golf card which entitles recipient to twenty, 18 hole rounds of golf per season at Yankee Trace for use by immediate family.
- Centerville Resident - [\$460.00] \$500.00 Non-Resident - [\$540.00] \$590.00

Preferred Players Card Program

Centerville Resident - [\$220.00] \$230.00 per person, annually

Non-Resident - [\$250.00] \$260.00 per person, annually

Players Card Program benefits include:

- * Priority call-in starting times, 10 days in advance.
- * Charge Card availability.
- * 10% discount on all regularly priced golf shop merchandise.
- * Priority access to bag and locker storage, additional fee.
- * Yankee Trace computerized handicap system.

Section 2. That the following compensation be provided Golf Professionals and any other position designated by the City Manager to assist in providing indoor and outdoor golf instruction:

- a. For indoor golf instruction, an amount not to exceed 50% of the gross lesson revenue generated by each professional, over a base amount of [\$1400.00] \$1500.00 a month. The [\$1400.00] \$1500.00 base may be adjusted by the City

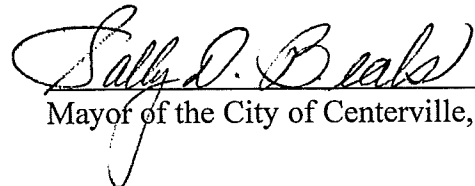
- Manager, depending upon lesson volume.
- b. For outdoor golf instruction, an amount not to exceed 75% of the gross lesson revenue generated by each professional.
 - c. This compensation will be subject to the standard pay deductions including Public Employees Retirement System, Federal, State and Local Taxes, Medicare and the like.
 - d. All fees for lessons shall be collected by the City and properly accounted for as golf operations revenues.

Section 3. That the City Manager is hereby authorized, on behalf of the City of Centerville, to execute an Agreement between the City of Centerville and independent contractors (Golf Professionals) to provide golf lessons to patrons of The Golf Club at Yankee Trace, a copy of said Agreement is attached hereto, marked Exhibit "A" and incorporated herein.

Section 4. That the City Manager or his designee is hereby authorized to vary Course fees for the use of facilities at The Golf Club at Yankee Trace for group outings and special events deemed to be in the best interest of the golf club and shall establish any other fees or special charges not specifically provided for herein. The City Manager is further authorized to adjust levels of compensation for the administration of golf instruction by golf professionals, and any other position designated to assist in providing golf instruction at the golf course on a case-by-case basis.

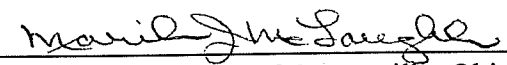
Section 5. This Ordinance is hereby declared to be an emergency measure and shall become effective immediately upon passage. An emergency affecting public welfare is hereby declared to exist by virtue of the fact that this is essential for the order running of The Golf Club at Yankee Trace.

PASSED this 16th day of NOVEMBER, 1998.



Mayor of the City of Centerville, Ohio

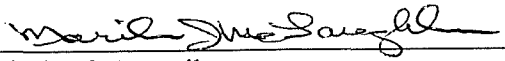
ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance Number 31-98, passed by the Council of the City of Centerville, Ohio, on the 16th day of NOVEMBER, 1998.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

This AGREEMENT made at Centerville, Ohio on the ___ day of _____, 1996 by and between _____ (hereinafter GOLF PRO) whose address is _____ and the CITY OF CENTERVILLE, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458-3579 (hereinafter CENTERVILLE).

WITNESSETH

WHEREAS, CENTERVILLE owns and operates a municipal golf course known as Yankee Trace; and

WHEREAS, one of the services provided to the patrons of Yankee Trace is the giving of golf lessons; and

WHEREAS, GOLF PRO represents to CENTERVILLE that he is a qualified teaching golf professional who is ready, willing and able to provide golf lessons for the patrons of Yankee Trace;

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1. TERM This AGREEMENT shall commence upon the date of execution and shall remain in effect for the term of one (1) year; provided, however it shall be automatically renewed for additional one (1) year periods unless either party gives notice to the other of an election not to renew at least thirty (30) days prior to any expiration date and, provided, further, that either party may terminate same with or without cause at any time by giving thirty (30) days prior written notice to the other party.

Section 2. DUTIES At the request of the head golf professional at Yankee Trace or his or her designee, GOLF PRO shall undertake such golf lesson teaching services as may be assigned to him by the designated representative of Yankee Trace. While certain teaching tasks will be assigned to him by CENTERVILLE, GOLF PRO shall be solely responsible for the method employed and the time for carrying out the teaching services which, in any event, shall be performed in a competent manner and in full compliance with the provisions of any applicable rules and regulations of CENTERVILLE.

Section 3. COMPENSATION In consideration of his performance of teaching services as provided for herein, GOLF PRO shall be compensated at the rate of _____ for Yankee Trace. Lesson payments shall be made through, and recorded by, the golf shop. Payment shall be made by CENTERVILLE to GOLF PRO based upon golf shop records on the last day of any month with payment to be due him by CENTERVILLE no later than the end of the first week of the next succeeding month. In the event of termination as provided for herein, GOLF PRO shall only be entitled for compensation for services performed prior to the effective date of the termination.



1700 ONE DAYTON CENTRE
ONE SOUTH MAIN STREET
DAYTON, OHIO 45402

Section 4. INDEPENDENT CONTRACTOR The parties hereto agree that, pursuant to this AGREEMENT, GOLF PRO is an independent contractor and not an employee or partner of CENTERVILLE. As such, GOLF PRO is solely responsible for the payment of all applicable taxes including, but not limited to, applicable income taxes, self employment tax, medicare tax, workers' compensation and unemployment compensation. Since GOLF PRO is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause GOLF PRO to be added as an additional insured on its liability insurance policy.

Section 5. PERSONAL SERVICE CONTRACT The parties agree that this Agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and as interpreted in Section 145-5-15(C) of the Ohio Administrative Code. This AGREEMENT is and is intended to be a formal bilateral written contract between the parties as required by Section 145-5-15(C)(3). The parties further agree that since this is a personal service contract no Public Employee's Retirement System deductions will be made from GOLF PRO's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-5-15(D) of the Ohio Administrative Code. As a personal service contract, the duties are personal to GOLF PRO and may not be assigned by him to any other person without the written consent of CENTERVILLE.

Section 6. MISCELLANEOUS This AGREEMENT represents the entire understanding between the parties. No amendment or modification shall be effective unless in writing signed by both parties. Any notices provided for herein shall be served in person or by mail to the address set forth in the first paragraph above until such time as either party has notified the other of a change of address.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first above written.

WITNESS:

CITY OF CENTERVILLE

BY: _____
Gregory B. Horn, City Manager

Name: _____
GOLF PRO



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DAYTON, OHIO 45402

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