

RESOLUTION NO. 39-96
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J.V. STONE ON THE
17th DAY OF JUNE, 1996.

A RESOLUTION RATIFYING THE ACTION TAKEN BY
THE CITY MANAGER TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF CENTERVILLE,
AND WILLIAM KUMLE.

WHEREAS, the City of Centerville owns and operates a municipal golf course
known as The Golf Club at Yankee Trace; and

WHEREAS, it is the intent of the City of Centerville to provide golf lessons to the
patrons of The Golf Club at Yankee Trace; and

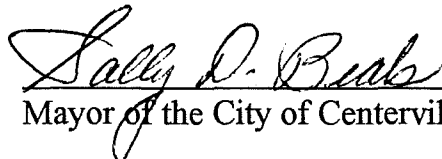
WHEREAS, William Kumle, being a qualified teaching golf professional, is ready,
willing and able to provide golf lessons for the patrons of The Golf Club at Yankee
Trace.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the action taken by the City Manager on behalf of the City of
Centerville to execute an Agreement between the City of Centerville and William Kumle
to provide golf lessons to patrons of The Golf Club at Yankee Trace, commencing May 1,
1996, is hereby ratified, a copy of said Agreement is attached hereto, marked as "Exhibit
A", and incorporated herein.

Section 2. That this Resolution shall become effective at the earliest date
allowed by law.

PASSED this 17th day of JUNE, 1996.



Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn J. Saughel
Clerk of Council, 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 Resolution Number 39-96, passed by the Council of the City of Centerville, Ohio, on the 17th day of JUNE, 1996.

Marilyn J. Saughel
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 1st day of MAY, 1996 by and between WILLIAM KUMLE, 30 Heatherglen Court, Springboro, Ohio 45066 (hereinafter KUMLE) 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, KUMLE 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, KUMLE 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, KUMLE 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, KUMLE shall be compensated at the rate of an amount equal to fifty percent (50%) of all lesson income generated by KUMLE for Yankee Trace. Lesson payments shall be made through, and recorded by, the golf shop. Payment shall be made by CENTERVILLE to KUMLE 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, KUMLE shall only be entitled for compensation for services performed prior to the effective date of the termination.

Section 4. INDEPENDENT CONTRACTOR The parties hereto agree that, pursuant to this AGREEMENT, KUMLE is an independent contractor and not an employee or partner of CENTERVILLE. As such, KUMLE 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 KUMLE is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, CENTERVILLE shall cause KUMLE 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 KUMLE'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 KUMLE 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

Bill Hahn

BY: Gregory B. Horn
Gregory B. Horn, City Manager

Bill Hahn

Robert W. Kule
William Kumle

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ALTICK
&
CORWIN

ATTORNEYS AT LAW

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