

RESOLUTION NO. 114-22  
CITY OF CENTERVILLE, OHIO

19<sup>th</sup> SPONSORED BY COUNCIL MEMBER Duke Lunsford ON THE  
DAY OF December, 2022.

**A RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR A CHEF AT THE GOLF CLUB AT YANKEE TRACE WITH JOHN M. SKILLITER AKA JACK SKILLITER.**

**WHEREAS**, the City of Centerville has a need for assistance at the Golf Club at Yankee Trace; and

**WHEREAS**, the City desired to seek assistance in the Chef functions on an interim basis; and

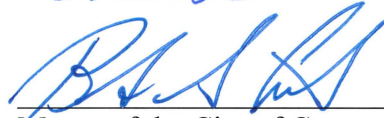
**WHEREAS**, John M. Skilliter aka Jack Skilliter has unique knowledge and experience in the area of restaurant chef services and has demonstrated an ability to assist in accomplishing the objectives of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

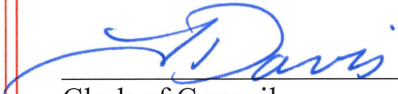
Section 1. That the City Manager's actions of executing the Professional Services Agreement with John M. Skilliter aka Jack Skilliter, as attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville, is hereby ratified.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 19<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 114-22, passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into as of December 14, 2022, by and between the **CITY OF CENTERVILLE, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458 ("Centerville" or the "City") and **JOHN M. SKILLITER, JR.**, ("Mr. Skilliter"). Hereinafter, Centerville and Mr. Skilliter are collectively referred to as "Parties".

WHEREAS, Centerville does desire to enter into this Agreement with Mr. Skilliter to have him provide professional services to Centerville as a Chef at the Golf Club at Yankee Trace; and

WHEREAS, it is the intent of the Parties that this Agreement shall not create an employer/employee relationship between Centerville and Mr. Skilliter, but shall provide a basis upon which the Parties may agree for Mr. Skilliter to serve as an independent contractor providing the professional services as necessary to Centerville; and

WHEREAS, it is the Parties' intent that this Agreement shall be on an as-needed basis and the contract may be terminated at any time by either party in accordance with the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Mr. Skilliter shall provide professional services as a Chef to Centerville. The scope of services will include a variety of supervisory and professional work in the operation of a restaurant and associated banquet and conference facility and related areas ("Services"). The essential functions of those Services are as follows:
  - a. Coordinates activities of and directs orientation and training of chefs and cooks and other kitchen workers engaged in preparing and cooking food at the Restaurant at Yankee Trace to ensure an efficient and profitable food service.
  - b. Plans menus and utilization of food surpluses and leftovers, considering probable numbers of guests, marketing conditions, popularity of various dishes, and recency of menu.
  - c. Estimates food consumption and purchases or requisitions foodstuffs and kitchen supplies.
  - d. Review's menus, analyzes recipes, determines food, labor, and overhead costs, and suggests prices and portions for menu items.
  - e. Supervises cooking and other kitchen personnel and coordinates their assignments to ensure economical and timely food production.
  - f. Observes methods of food preparation and cooking, sizes of portions, and garnishing of dishes to ensure food is prepared in prescribed manner.

- g. Devises special dishes and develops recipes, tests prepared foods.
- h. Responds to requests and complaints regarding dishes prepared in kitchen.
- i. Maintains required certifications and license.
- j. Demonstrates regular and predictable attendance.
- k. Often required to complete manual projects that may require lifting up to 50 pounds.

The scope of services shall not limit Mr. Skilliter's duties and responsibilities to Centerville but shall serve as the outline for the professional services to be rendered by Mr. Skilliter to Centerville. The extent of such Services and the hours during which such Services shall be provided shall be at the discretion of the City Manager in consultation with the Yankee Trace Assistant Administrator with the agreement of Mr. Skilliter. Said services shall be provided during normal operating hours of Yankee Trace and as needed pursuant to the Yankee Trace Events schedule. It is understood and agreed by the Parties that any tasks or services delineated by the City to Mr. Skilliter shall not be construed as Centerville exercising the direction and control over Mr. Skilliter which would convert this Agreement to an employment relationship, but the terms, conditions and scope of services are strictly intended to provide guidance to Mr. Skilliter in this professional services relationship.

2. Mr. Skilliter shall be paid the sum of forty-five dollars (\$45.00) per hour for all hours worked under the terms of this Agreement. He shall submit an accounting for hours on a monthly invoice as established between Mr. Skilliter and the City Manager or Yankee Trace Assistant Administrator to coordinate such payments as deemed appropriate by the Yankee Trace Assistant Administrator.
3. Centerville may provide kitchen space, equipment and additional resources as is necessary to assist Mr. Skilliter in performing the professional services as outlined within this Agreement.
4. This Agreement shall commence as of the date set forth above and shall continue for a period determined by the City Manager, but no more than thirty (30) days. Provided, however, either party shall have the option to terminate this Agreement without cause upon thirty (30) days prior notice. The Parties agree that the Agreement automatically renews month to month according to the same terms and conditions as may be outlined in this Agreement until terminated by either party with the required thirty (30) days' notice. City retains the right to terminate this Agreement immediately for cause.
5. It is expressly understood and agreed that Mr. Skilliter shall be responsible for any taxes, including self-employment taxes, due as a result of the

payment of the compensation under the terms of this Agreement. Further, Mr. Skilliter shall be responsible for or her own Workers' Compensation insurance if he should elect to obtain such coverage as a professional services contractor/sole proprietor. As Mr. Skilliter shall not be considered an employee of Centerville, Mr. Skilliter shall not be entitled to any benefits of employment. Such benefits of employment include, but are not limited to, Workers' Compensation coverage, unemployment insurance coverage, health insurance and related insurance benefits, sick leave, vacation leave, personal days, or pension and retirement benefits.

6. Any modification to this Agreement must be appropriately signed and executed by both Parties before it is enforceable against either party to this Agreement. It is understood and agreed that any modification to this Agreement which exceeds the authority authorized by the State of Ohio for contracting without competitive bidding cannot be accepted by Centerville, nor obligate Centerville without prior authorization of City Council and the City Manager as provided by the Charter of the City of Centerville.
7. 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 145-1-42(A) 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 145-1-42(A)(2)(a). The Parties further agree that since this is a personal service contract no Public Employees Retirement System deductions will be made from Mr. Skilliter's compensation nor paid to the Public Employees Retirement System of Ohio on and in accordance with provisions of Section 145-1-42(B)(2) of the Ohio Administrative Code. As a personal service contract, the duties are personal to Mr. Skilliter and may not be assigned by him to any other person without the written consent of Centerville.
8. This Agreement represents the entire agreement between the Parties and there are no separate agreements, oral or in writing, understandings or representations, which are not incorporated herein. This Agreement shall be interpreted and enforced under the laws of the State of Ohio.
9. All prior agreements, whether oral or in writing, between the parties have been fully satisfied and paid. Both parties specifically acknowledge that any prior agreements have ceased and are satisfied and no longer in effect.

[Signatures to follow.]

CITY OF CENTERVILLE

*Wayne S. Davis*

By: Wayne S. Davis  
Its: City Manager

*John M. Skilliter*

John M. Skilliter

Approved as to form:

*Scott A. Liberman*

12/14/2022

Scott A. Liberman  
Municipal Attorney

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Finance Director of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the years 2022 and 2023 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 14, 2022

*Tyler Roark*

Tyler Roark  
Director of Finance  
City of Centerville, Ohio