

ORDINANCE 18-2022

DATE PASSED 11-14-2021

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**AN ORDINANCE APPROVING THE AWARD OF AN INDEPENDENT CONTRACT TO NED MATHIAS, BEING SELF EMPLOYED, TO EXECUTE DUTIES ASSOCIATED WITH MAINTAINING VILLAGE INFRASTRUCTURE and DECLARING AN EMERGENCY**

**Whereas**, the village of Rushville requires a person to execute those duties associated with the safe and efficient operation of the village water and sewer systems, roads, and other infrastructure; and

**Whereas**, it is the judgment of this Council that the interests of the citizens of the village of Rushville shall be best served through the approval and award of an independent contract to a (self-employed) independent contractor to fulfill these duties; and

**Whereas**, it is the judgment of this Council that Ned Mathias, being self-employed and otherwise licensed and qualified, is best suited to fulfill the duties of an independent contractor:

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF RUSHVILLE, FAIRFIELD COUNTY, STATE OF OHIO;**

**Section 1.** In accordance with the general terms of Ohio Revised Code §735.271 and its inherent right and duty to award necessary contracts, the village of Rushville hereby approves an independent contract to Ned Mathias. This position shall be awarded on a contract basis pursuant to IRS Section 1099, the term of the contract being for one year commencing December 1, 2022 and terminating on November 30, 2023.

**Section 2.** The village of Rushville shall pay to Ned Mathias Twenty-Five and 00/100 Dollars (\$25.00)/hour, for a maximum of 40 hours/per week, unless otherwise authorized by the mayor. The village of Rushville shall pay Ned Mathias on a bi-weekly (twice/month) basis. Ned Mathias shall not receive, and shall not seek, any additional benefits otherwise available to village officers, staff, or employees. The Village Administrator shall not participate in, and shall not seek to participate in the Ohio Public Employees Retirement System (OPERS).

**Section 3.** **On or before January 10, 2023, or upon execution of a written agreement in accord with the terms of this ordinance, which ever comes last, the village of Rushville shall pay to Ned Mathias a one-time signing bonus of Seven Hundred and xx/100 (\$700).**

**Section 4.** The award by the village of Rushville to Ned Mathias is strictly contingent upon the representations by Ned Mathias of the following conditions:

- A. Ned Mathias represents he has complied with all federal, state, and local laws regarding business permits, water and sewer licenses and other licenses necessary for the performance of the duties required of a statutory Village Administrator, reporting requirements, tax withholding requirements, and other laws, ordinances, and regulations necessary for him to lawfully perform the duties delineated below and scope of work for which he is hired as an independent contractor, and that he shall continue to comply with the above for the entire term of his contractual obligations to the village of Rushville.

Mathias in a negligent, reckless, malicious, or intention manner. Ned Mathias shall provide proof of insurance prior to the award of a contract, whether written, oral, or implied, in accord with the terms of this ordinance and contract.

**Section 5.** It is the desire and intent of both the village of Rushville and of Ned Mathias that the implementation and execution of an agreement between the village of Rushville and Ned Mathias shall *not* constitute a “hiring” of Ned Mathias as a village employee, is not an offer of employment, and that Ned Mathias shall maintain his status as a self-employed independent contractor and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act (FICA), social security, Medicare, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, state and local income tax withholding, personal tax withholding or unemployment insurance, or other benefits or payments. Ned Mathias holds himself out to be a self-employed independent contractor for purposes of his duties under this ordinance, and voluntarily excludes himself, and does not seek, any of the protections or obligations arising under pertinent federal, state, or local laws or regulations.

**Section 6.** The general tasks and scope of duties Ned Mathias are to execute include, but are not limited to, as amended from time to time, the following:

- A. To manage, conduct, and control, under his own supervision, control, and direction, the water works, electric light plants and systems, or other similar public utilities, furnish supplies of water, electricity, or gas, maintain streets, avenues, alleys, lands, lanes, squares, landings, market houses, bridges, viaducts, sidewalks, sewers, drains, ditches, culverts, streams, and water courses as well as the lighting, sprinkling, and cleaning of all streets, alleys, and public buildings and places.
- B. To assess the need for improvements and repairs of village infrastructure, as delineated in Section 6A, and to direct and supervise the improvements and repairs of village infrastructure.
- C. To appoint those officers, employees, agents, clerks and assistants authorized by ordinance, as adopted by the Village Council. All hires must be filed with the Fiscal Officer and approved by the Mayor.
- D. To be the central purchasing agent for all offices, departments, divisions, boards, and commissions of the Village under his supervision and control, and shall make contracts, purchase supplies or materials, and provide labor for any work of the village under his supervision and control in the manner provided by and approved by ordinance. All purchases in excess of Five Thousand and xx/100 Dollars (\$5000) to be paid by the village of Rushville shall be approved by the village Fiscal Officer and the Mayor, prior to committing to and tender of payment.
- E. Ned Mathias’ tasks shall be under his own direction and control in how he executes the duties delineated above. The Mayor shall have the right to control or direct only the result of the work and not how Ned Mathias executes those duties, within the bounds of law.

maintenance of essential village infrastructures, including the provision of safe water and sewer system, shall go into effect upon signing by the mayor. ###

DATE PASSED: 11-14, 2022

ATTEST:

Bindy Lewis  
CLERK

SIGNED

[Signature]  
MAYOR

DATE:

11-14-2022

DATE:

11-14-2022

APPROVED AS TO FORM ONLY:

[Signature]  
JON BROWNING, VILLAGE SOLICITOR

**EMPLOYMENT CONTRACT**  
**between the village of Rushville, Fairfield County, Ohio and Ned Mathias**

**Whereas**, the village of Rushville requires a person to execute those duties associated with the safe and efficient operation of the village water and sewer systems, roads, and other infrastructure; and

**Whereas**, Ned Mathias is willing and able, pursuant to terms and conditions provided below, to accept such duties; and

**Whereas**, the parties agree that consideration is full and satisfactory:

**NOW, THEREFORE, the village of Rushville, Fairfield County, Ohio and Ned Mathias agree as follows:**

**Section 1.** The village of Rushville offers, and Ned Mathias accepts the terms of this Contract. The term of the contract shall be for one year commencing December 1, 2022 and terminating on November 30, 2022.

**Section 2.** The village of Rushville shall pay to Ned Mathias Twenty-Five and 00/100 Dollars (\$25.00)/hour, for a maximum of 40 hours/per week, unless otherwise authorized by the Mayor. The village of Rushville shall pay Ned Mathias on a bi-weekly (twice/month) basis. Ned Mathias shall not receive, and shall not seek, any additional benefits otherwise available to village officers, staff, or employees. Ned Mathias shall not participate in, and shall not seek to participate in, the Ohio Public Employees Retirement System (OPERAS) under the terms of this Contract. The village shall not provide to Ned Mathias a W-2, but shall instead issue to him a 1099.

**Section 3.** **On or before January 7, 2021, or upon execution of a written agreement in accord with the terms of this ordinance, which ever comes last, the village of Rushville shall pay Ned Mathias a one-time signing bonus of Seven Hundred and xx/100 (\$700).**

**Section 4.** In further consideration of the terms contained in this Contract, Ned Mathias is strictly contingent upon the representations by Ned Mathias of the following conditions, and Ned Mathias now represents the following:

- A. Ned Mathias has complied with all federal, state, and local laws regarding business permits, water and sewer licenses and other licenses necessary for the performance of the duties otherwise required under Ohio and federal laws, income and tax reporting requirements, tax withholding requirements, and other laws, ordinances, and regulations necessary for him to lawfully perform the duties delineated below and within the scope of work for which he is hired as an independent contractor, and that he shall continue to comply with the above for the entire term of his contractual obligations to the village of Rushville.
- B. Ned Mathias has secured an IRS Employee Tax Identification number (EIN), or that he maintains his business matters using his social security number, and shall remain open to conducting tasks similar to those listed below for the village of Rushville, or for entities other than the village of Rushville and thus holds himself out to the public as being a business entity separate and apart from the village of Rushville.

maintain his status as a self-employed independent contractor and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act (FICA), social security, Medicare, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, state and local income tax withholding, personal tax withholding or unemployment insurance, or other benefits or payments. Ned Mathias holds himself out to be a self-employed independent contractor for purposes of his duties under this ordinance, and voluntarily excludes himself, and does not seek, any of the protections or obligations arising under pertinent federal, state, or local laws or regulations. This term is of the essence to this Contract.

**Section 6.** The general tasks and scope of duties Ned Mathias are to execute include, but are not limited to, as amended from time to time, the following:

- A. To manage, conduct, and control, under his own supervision, control, and direction, the water works, electric light plants and systems, or other similar public utilities, furnish supplies of water, electricity, or gas, maintain streets, avenues, alleys, lands, lanes, squares, landings, market houses, bridges, viaducts, sidewalks, sewers, drains, ditches, culverts, streams, and water courses as well as the lighting, sprinkling, and cleaning of all streets, alleys, and public buildings and places.
- B. To assess the need for improvements and repairs of village infrastructure, as delineated in Section 6A, and to direct and supervise the improvements and repairs of village infrastructure.
- C. To appoint those officers, employees, agents, clerks and assistants authorized by ordinance, as adopted by the Village Council.
- D. To be the central purchasing agent for all offices, departments, divisions, boards, and commissions of the Village under his supervision and control, and to contract, purchase supplies or materials, and provide labor for any work of the village under his supervision and control in the manner provided by and approved by ordinance. All purchases in excess of Five Thousand and xx/100 Dollars (\$5,000) to be paid by the village of Rushville shall be approved by the village Fiscal Officer and the Mayor, prior to committing to and tender of payment.
- E. To undertake and execute the duties delineated in Section 5 and Section 6, through his own initiative and under his own control. The Mayor shall have the right to control or direct only the scope of the work and satisfactory end result of the work and not how Ned Mathias executes those duties, within the bounds of law.

**Section 7.** This Contract shall expire without further action by the village of Rushville or by Ned Mathias on November 30, 2023, unless renewed by village ordinance and further agreement of the parties. The contract may be voided for good cause. The village of Rushville or Ned Mathias may terminate this contract, without cause, upon three-months written notice provided by Ned Mathias in person to the Mayor or to the village of Rushville office, or by the village of Rushville in person to Ned Mathias, to his usual place of business, or his personal residence.

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Date