

CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2022-07

AN ORDINANCE AUTHORIZING THE CITY OF SOUTH LEBANON TO UNITE WITH AND JOIN THE WARREN COUNTY COMBINED HEALTH DISTRICT, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE A CONTRACT TO UNITE WITH AND JOIN THE WARREN COUNTY COMBINED HEALTH DISTRICT, AND DECLARING AN EMERGENCY

WHEREAS, on September 21, 2021, the Ohio Secretary of State certified that, as a result of the 2020 U.S. Census, South Lebanon surpassed the population threshold to be classified as a city per Section 703.06 of the Ohio Revised Code, with an effective date of October 21, 2021; and

WHEREAS, South Lebanon ("the City") officially became a City on or about October 21, 2021; and

WHEREAS, the City is currently in a transitional phase and has the authority under Section 3709.01 of the Ohio Revised Code to establish its own city health district; and

WHEREAS, when the City was formerly a Village, it was combined into the Warren County Combined Health District as required by Section 3709.01; and

WHEREAS, the City has the ability under Section 3709.07 of the Ohio Revised Code to unify with and join the Warren County Combined Health District; and

WHEREAS, City Council desires for the City to unify with and join the Warren County Combined Health District as permitted by Section 3709.07 of the Ohio Revised Code; and

WHEREAS, immediate action is required in order to preserve the public peace, health, safety and general welfare of the City because the Advisory Council of the Warren County Combined Health District will meet and vote on this issue at its annual meeting scheduled for March 1, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. That the City of South Lebanon shall unite with and join the Warren County Combined Health District pursuant to Section 3709.07 of the Ohio Revised Code.

Section 2. That the Mayor and the Fiscal Officer shall enter into a contract for the administration of health affairs in the Warren County Combined Health District, in the form identified in the attached Exhibit A.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. That this Ordinance is hereby declared to be an emergency measure in accordance with Section 731.30 of the Ohio Revised Code for the immediate preservation of the public peace, health, safety and general welfare; and, this Ordinance shall be in full force and effective immediately upon its passage.

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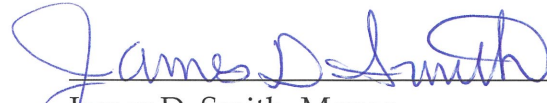
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Adopted this 3rd day of March, 2022.

Attest:


Petrina Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended: 3/32022 (if applicable)

Effective Date - 3/3/2022

Vote - 6 Yeas
_____ Nays

First Reading - ____ / ____ /2022

Effective Date - ____ / ____ /2022

Second Reading - ____ / ____ /2022

Third Reading - ____ / ____ /2022

Vote - ____ Yeas
_____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

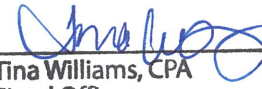
By: 

Date: 3/3/2022

CERTIFICATE OF POSTING

I, Tina Williams, CPA, Fiscal Officer of the City of South Lebanon, Ohio do hereby **certify** I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or **statement**, order, proclamation, notice or report, at five public places within the City as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of the **City of South Lebanon, Ohio**

3/4/22
Date


Tina Williams, CPA
Fiscal Officer
City of South Lebanon, Ohio

**CONTRACT FOR THE UNION OF PUBLIC HEALTH DISTRICTS AND THE
PROVISION OF PUBLIC HEALTH SERVICES BETWEEN THE CITY OF SOUTH
LEBANON, OHIO AND THE DISTRICT ADVISORY COUNCIL OF THE WARREN
COUNTY COMBINED HEALTH DISTRICT**

This Contract is effective as of the last date signed below, between the District Advisory Council of the Warren County Combined Health District, located at 416 S. East Street, Lebanon, Ohio 45036, [referred to herein as "DAC"] and the City of South Lebanon, Ohio, located at 10 North High Street, South Lebanon, Ohio 45065, [referred to herein as "City"] for the purposes of the City of South Lebanon's statutory health district joining in union with the Warren County Combined Health District for the provision of its public health services.

Whereas, pursuant to Section 3709.07 of the Ohio Revised Code, the District Advisory Council of the Warren County Combined Health District, at its meeting held on the 1st day of March, 2022, by a majority vote of the members representing its municipal members, and the townships and villages throughout Warren County, did vote to approve the union of the City of South Lebanon's statutory health district and the Warren County Combined Health District in order to provide public health services to the City of South Lebanon, Ohio and did authorize the chairperson of the District Advisory Council to execute this contract; and

Whereas, pursuant to Section 3709.07 of the Ohio Revised Code, the City Council of the City of South Lebanon, at a meeting held on the ____ day of _____, 2022, by a majority vote of its council, did vote to approve the union of the City of South Lebanon's statutory health district with the District Advisory Council of the Warren County Combined Health District for providing public health services to the City of South Lebanon and did authorize the mayor and fiscal officer to execute this contract with the chairperson of the District Advisory Council of the Warren County Combined Health District.

Now, therefore, pursuant to such authority the DAC and City agree as follows:

- 1.) City, along with the other participating cities, villages, and townships, shall pay in the General Fund of the WCCHD on a pro-rata basis in proportion to its relative tax duplicate. The budget procedure and other procedures not in conflict with this Contract, as provided for in Section 3709.28 of the Ohio Revised Code shall be followed. However, the maximum amount which may be assessed against any political subdivision shall not exceed that obtained by multiplying a political subdivision's tax duplicate by the lowest tax rate within the ten (10) mill limitation which is assessed by any participating political subdivision. WCCHD, through the Warren County Auditor, will adjust the contribution of each participating entity by a factor so that each contributing share will amount to \$200,000 per year, which will be collected by first half and second half settlements. If ever WCCHD cannot operate on this reduced contribution, WCCHD will provide 1-year advanced written notice to the participating entities.
- 2.) In addition to the pro-rata portion as provided above, the subsidies provided by the State of Ohio under the provisions of Section 3709.09 of the Ohio Revised Code shall be paid

into the General Fund of the WCCHD by each participating city, including South Lebanon.

- 3.) Upon this union into a combined health district, the combined district shall be administered by the Board of Health of the Warren County Combined Health District [hereinafter "Board of Health"] effective immediately, as follows:
 - a. The District Advisory Council shall consist of the President of the Board of the Warren County Commissioners, the chief executive of each participating city and the president of the board of township trustees of each township in Warren County, as provided in Sections 3709.03 and 3709.07 of the Ohio Revised Code. The District Advisory Council shall hold an annual meeting as provided in section 3709.03 of the Ohio Revised Code, and at such meeting shall elect at-large members to serve on the Board of Health.
 - b. There shall be a Board of Health comprised of one member appointed by the chief executive of each of the cities of Franklin, Lebanon, Mason, and Springboro, and five (5) at-large members to serve on the Board of Health.
 - c. The Board of Health members appointed by the chief executives of Franklin, Lebanon, Mason, and Springboro shall serve at the pleasure of their respective appointing authority.
 - d. The at-large members of the Board of Health elected by the DAC shall serve for five (5) years following their election or until duly qualified successors are elected. Vacancies shall be filled by appointment of the Chairman of the Board of Health. Thereafter, the DAC shall elect at-large one (1) member each year for a five (5) year term.
 - e. Not more than one at-large member elected by the DAC shall be a resident of the same township.
 - f. The Board of Health shall reorganize annually following the first Monday of March and not later than April 1 of each year, and at such other times as is necessary; the Board of Health shall elect from its membership, a chairman, a vice-chairman, and a secretary.
 - g. Whenever a vacancy on the Board of Health results in there being no physician on the Board, the successor member that fills such vacancy shall be a physician.
- 4.) The public health services to be provided to CITY by WCCHD shall be all of those that are required by the Ohio Revised Code and the Ohio Administrative Code, including but not limited to public health emergency response, vital statistics, plumbing inspection, health education, communicable disease reporting, environmental health, including but not limited to food safety, inspection of public pools, body art, rabies control, household sewage treatment systems licensing and inspection, and a variety of health clinic services.
- 5.) WCCHD will provide all necessary personnel, such as plumbers, nurses, environmental health specialists, health educators, epidemiologists, disease investigators, as necessary to meet the public health rules and regulations of the State of Ohio and WCCHD.

- 6.) Term and Termination. This contract shall be effective the date last signed below and shall be for a term lasting until December 31, 2022. Thereafter, this contract shall automatically be renewed for successive one-year terms beginning on January 1 of the succeeding year and ending on December 31 of that renewal term, unless either party provides 6 months advanced written notice of its intent to terminate this contract at the end of the then current term. If this contract is renewed for one or more successive one-year terms under the provisions of this paragraph, the sum to be paid by the City to WCCHD shall be an equivalent amount as and/or determined on the same basis as the assessments to the participating cities, townships, and villages of the Warren County Combined Health District.
- 7.) Governing Law. This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contract executed and fully performed in the State of Ohio. The venue for any disputes arising under the Contract shall be Warren County Common Pleas Court.
- 8.) Entire Contract. This Contract contains the entire contract between the parties with respect to the subject matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promise, understandings, contracts, or otherwise not herein contained shall be of any force or effect.
- 9.) Amendment. No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.
- 10.) Construction. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract. However, if the invalid, illegal, or unenforceable provision materially affects this Contract, the Contract may be terminated by either party on 30 days prior written notice to the other party hereto.
- 11.) Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect sch party's right to enforce the same at a later time.
- 12.) Assignment. No party shall assign any of its rights or obligations under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.
- 13.) Notices. All notices required to be given herein shall be in writing and shall be certified mail, return receipt requested, to the following respective addresses:

To: Warren County Combined Health District
416 S. East Street
Lebanon, Ohio 45036

To: Warren County District Advisory Council
416 S. East Street
Lebanon, Ohio 45036

To: City of South Lebanon
10 North High Street
South Lebanon, Ohio 45065

- 14.) Acceptance and Authority. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without writing executed by both parties. The signatories below are duly authorized to sign on behalf of the parties.

IN EXECUTION WHEREOF, the parties hereby execute this Contract by their duly authorized representatives on the date shown below.

**Warren County Health
District Advisory Council,**

City of South Lebanon,

Ed Wade 03-01-2022
President **Date**

Ed Wade
Printed Name

1-2022
Resolution Number

James D. Smith 3/3/2022
Mayor **Date**

James D. Smith
Printed Name

Chia Walker 3/3/22
Fiscal Officer **Date**

Tina Williams
Printed Name

Ord. 2022-07
Resolution Number