

The regular meeting of the Bromley Council began at 6:00 p.m. with a pledge to the flag.

Roll call: Mayor Denham, Attorney Vocke, Mike Kendall, Dianne Wartman, Nancy Kienker, Dave Radford, Tim Wartman and Gail Smith. All members are present.

Smith moves to accept the minutes. Kienker seconds. Roll call: all aye. The motion carried.

The Mayor deviated from the regular order of business to allow Scott Ringo and Jeff Wendt to address Council.

PLEASE SEE ATTACHMENT "A" REGARDING DISCUSSION OF THE CRESCENT/VILLA FIRE AUTHORITY AND BROMLEY CONTRACT

The regular meeting resumed following a lengthy discussion with Scott Ringo and Jeff Wendt.

The Mayor stated that he had tried to contact Scott Ringo numerous times without response so he turned the matter over to Kendall and Radford. He would like to have someone make a motion one way or the other so that we can move on.

Kendall has prepared a cost comparison if we get out of the agreement and get the license back. You'll see the kind of cost savings if we do not accept the 12% increase from CVFA and if we do not accept their current request.

Smith asks, "what price do you put on a life"? Kendall said that this covers everything if you read the whole thing. Does it or does it not? Smith said that it does, but asks again what cost do you put on somebody's life if Ludlow doesn't respond. Kendall said that we then have CVFA for backup.

Ludlow Fire Chief, Steward, stated that they have not missed a call to Bromley that they have been dispatched to.

Radford believes that there was some reporting that was not accurate. He won't say that it was untruthful, just not accurate and it wasn't as bad as presented. Kendall said not at all.

Scott Smith, Ludlow Police Chief/City Administrator, said that he and others, personally, have been showing up for ambulance calls to measure the times. They know that they can provide the service. He said that Ludlow has showed up to every single call to see if it was doable and in good faith. Now they find out that CVFA does not want them there. Now they say Ludlow shows up with too much equipment.

Per Radford, he, the Mayor and Kendall, were told at the meeting with CVFA that they had contacted Ludlow's Chief and were willing to work together. The following week Bromley finds out that CVFA did not contact Ludlow's Chief and that they do not want to work with them. He feels that it makes sense for Ludlow and Bromley to work together. It is a straight shot from Ludlow and he agrees that there is no price to put on a life.

Radford said that the average response time is 50% less with Ludlow.

Smith questioned some of Ludlow's response times (2 minutes, another was 45 seconds). They are right in the area. Kendall stated that you will see similar response times on other City's reports as well (CVFA and Bromley).

Per Smith, the Chief's unit (225), showed up with no ambulance service to calls in Bromley. This is because Bromley has no contract with Ludlow for ambulance service and he cut back on responding to calls in Bromley due to complaints from CVFA. Kendall stated that, with Bromley, we had no EMT's on calls 50% of the time.

Per a Ludlow staff member, Ludlow had an EMT or higher on every call in the month of April to our City. Per Smith, Ludlow's report for 2018 shows that they gave mutual aid on 14% of their calls. The Ludlow Chief explained that some of the calls were cancelled by dispatch. Smith told Kendall that CVFA sometimes only provided 4% mutual aid services due to the higher volume of calls that they make. It was stated that Ludlow has enough staff to handle multiple calls at the same time so, if the ambulance is out, there are still enough EMT's that can respond in truck #248 to respond to Bromley, per contract specifications, and still manage other emergencies at the same time.

Ludlow has 3 full-time paramedics, about 10 part-time paramedics, about 20 part-time EMTs and about 20 other volunteers. There is a paramedic and an EMT at the station twenty-four hours a day. A paramedic and an EMT staff all ambulance runs.

Radford wanted to know how CVFA was provided the unincorporated area without consulting Bromley. Smith said we have no say in the matter since we have no fire department. Kienker stated that she and Smith were on the Council when Bromley requested ALS services and the Mayor, at that time, wanted a two ambulance department and he was not backing down from that. Ludlow was a one ambulance department. Kienker wanted Ludlow at the time. The money was a factor. She said that you can't put money on a life but you also can't put time on a life. Smith stated that CVFA has two ambulances versus one for Ludlow. Kienker hears the calls and knows the time factor.

Radford stated that, if we dissolve the contract and obtain a life squad and then have fire and squad protection why can't we keep that territory, which is basically under that license. Smith said we don't have a license. Radford said that Mr. Ringo stood there and said that they would give the license back. Smith said they will not give the license to the City they will give it to the agency that needs it to provide the service. Radford said if they give the license to Ludlow why can't Ludlow provide the service in unincorporated areas and if they want mutual aid to respond as backup (which is totally ridiculous to Radford how you do not help a neighboring City and fire department) and, if they want the unincorporated area, then you give them the unincorporated area as their mutual aid. Radford feels that we need to have a meeting to discuss their cost to us if they come down or just cut the cord and be done with it. Kendall said that they did give us the cost of \$450.00 per call and \$2.65 per mile. Kendall put the calculation together, not to show you savings, but to show you factual numbers, and, if they do charge us we are still covered and would have a backup. Kendall came up with the 26 calls by using 30% to see how that came out and then 50% to see how that came out. He knows we will not lose 50% of the calls with Ludlow. He thinks 30% is too high.

Kendall can't guarantee any of this but feels that we are still covered and get quicker response.

Kathleen Smith does not agree with that.

Larry Hamant asked if you give the license to another City if you do get it back from Crescent Springs can they hold you hostage and not give it back to you like Crescent Springs? Mayor Denham called down State and asked that same question and the director told him that there is no way that an entity can hold a City hostage. Those were his exact words. When Hamant was on Council the City was trying to get the license for itself. The Mayor said that the fire department could have turned the license over to the City but they were not willing to do that. Bromley Fire Department (BFD) has a license for fire protection but gave away their EMS license, per the Mayor. They gave that to Crescent Springs.

Kendall said, to get the quicker response (Ludlow has three full time paramedics), he would like to make a motion that we start the process of getting out of the agreement with Crescent Springs. Kienker seconds. Roll call: Kendall-yes; Dianne Wartman-abstains (feels she does not have enough information to say yes); Kienker-yes; Radford-yes; Tim Wartman-no; Smith-no. The motion carried.

The Attorney will draft a letter to BFD and ask that they vacate the building as the end of June is the deadline.

CITIZEN REPORT

Margaret, from Kenton Street (attended the park grant meeting-have no last name) stated, for the record, that a family member had a classic car garage which caught fire and it took CVFA 25 minutes to arrive on the scene.

Kienker explained to the Mayor and Council that Margaret would like to make a community garden with flowers, butterfly gardens, etc. as a means to bring children and families together. The City property at 509 Main Street was suggested. The Attorney stated that Beautification funds can be used to assist Margaret. A gentleman from Short Street offered to assist with the butterfly garden. Sidewalks should be installed from the Main Street Project. Next Spring was suggested as a starting time for the garden. Dianne Wartman asked what would happen to the garden when the electric sign is placed on this property. It was felt that the garden could remain and be planted at the rear of the lot behind the sign.

POLICE REPORT

This report is available in the office for review.

PDS REPORT

Smith moves that the City go proactive with PDS on a one-year trial basis and have them travel the City in regards to Code Enforcement issues. Kendall seconds. Roll call: all aye. The motion carried. Bob France was informed that complaints can still be made to PDS from the City.

FIRE DEPARTMENT REPORT

Ludlow has begun fire inspections at business locations in Bromley. The old school building (200 Boone) did not pass. House inspections cause a problem as permission from the owner must be obtained to go inside.

Ludlow Fire Department (LFD) gave emergency contact sheets to businesses.

Eight runs were made in May. 18 runs year-to-date.

LFD does not inspect apartments without owner permission.

On calls, EMS personnel can check out the people, etc., take notes.

LFD provides smoke detectors. They provide first aid and CPR classes.

LFD will assist with the installation of the remaining banners.

Bob France (Public Works) has taken the banners to the park garage building.

HALL COMMITTEE

Dianne Wartman stated that the exterminator came down and treated an outside area of the building for carpenter bees. They will send an invoice.

Dianne will hire someone to clean all the gutters on the building.

ROAD AND LIGHT COMMITTEE

Radford reported that SD1 has a work order in place to look at a sink hole on Short Boone Street.

France will pursue the painting of bus stop locations. Radford stated that France can spray the yellow paint in the street and/or curb areas at the bus stops.

Radford reports that TANK maintenance will spray oiled spots in Bromley at the bus stops. He has informed TANK that, in some areas, the streets are deteriorating.

France will repair a location at Main and Boone where the sealant has washed out again.

The Mayor has inspected and signed off on the Pike Street Curb Project. All warranty work is covered. France reports vandalism on Shelby Street where the Reigler patch work was pulled up. The juvenile has been identified. Several Council members feel that the vandal should have to pay for repairs. The Mayor will pursue this matter with the Police Chief.

LICENSE COMMITTEE

Radford will revisit the ordinance regarding street cuts, open cuts, permits and fees. Smith stated that contractors are supposed to, per ordinance, return the street to the same condition it was in prior to the repair work. Radford stated that they do this but, in time, the repair breaks down. The Mayor stated that contractors will only guarantee one year on a patch repair. Dianne Wartman suggests making the fees high enough to cover any expense to the City.

ATTORNEY REPORT

Smith reports that Bromley has the opportunity of having our tax bills put on the County tax bills. County will collect our bills for us, allow a 2% discount if the bill is paid within the first month (Bromley will be charged 2% to do this). Beginning in January they have a process in place where they continue to collect the bills. On January 31st. the unpaid bills are turned over to Gabrielle Summe where she converts them into a certificate of delinquency to be sold. What this means for Bromley is that, from October 1st. through April of the following year, the City will get about 95% of their tax money. They will not pursue dilapidated properties or mobile homes. Smith feels that this is a win/win situation for the City. A new State law went into effect last year or earlier this year which allows County to provide this service.

The Attorney stated that this has been in effect for a while. Gabrielle Summe approached Council a number of years ago to ask Bromley to get involved with this process. Basically, the statute says that the Sheriff collects the taxes through January 31st. each year, after which time the Sheriff is required to turn the bills over to the County Clerk and, by statute, those tax bills become a certificate of delinquency, and, every year at some designated time in the summer every County Clerk in the State has a sale of the certificates of delinquency. There is a procedure and a rigid way that any person or company can register to buy any particular tax bill. Some bills are more collectible than others so there is a step-by-step procedure that has to be followed. The Attorney stated that this has worked out great for the County who collects a lot of bills that they would normally not be able to collect, but, it has been to the cities' detriment because some of the properties end up in foreclosure and, if you have several parties involved with the sale of the delinquent tax bill, then, each of these outfits can come in and get administrative fees, cost of collection fees, attorney fees, etc. and so the claims on the tax bills are staggering so, if properties do sell, the cities get very little money because they all get a prorated share of it.

The Attorney said that he has talked to the Mayor and Smith about this issue. There is a statute that says that the Sheriff can collect the City taxes, and, if you adopt an ordinance, the Sheriff can collect your taxes and remit the money to you. The Attorney's issue is that he is not confident that, the way these other statutes play out in terms of the Sheriff getting these bills back to the Clerk and the Clerk doing the sales of these things, he is not convinced that this applies to the cities also because the Statute doesn't say that. You can make some interpretations to get to that point, but, he has told the Mayor and Smith both, that, in his opinion, it might be better to wait another year because between the next 6 months to a year there might be more definitive information available. He is just not 100 % convinced. The Attorney has prepared an ordinance allowing Bromley to turn our tax bills over to the Sheriff and for the Sheriff to then turn them over to the Clerk to sell.

Smith said, in the ordinance relating to the Sheriff's collection of bills, it says that the Sheriff will collect the delinquencies the same way that they do their own. The Attorney said that it doesn't treat the County tax bills the same way it does the City tax bills. It may be okay. He just has some questions about it.

Kenton County and Bromley taxes will come due at the same time.

The County cannot separate the delinquent bills on December 31st, per Smith, because it would be a major programming change, so, we're either all in or all out.

The Mayor respects the Attorney's opinion but he really feels that this is the best way. It will benefit the citizens who will be offered a 2% discount.

Kendall asks if this process speeds up our issues about foreclosed properties. Smith said "no" but we will collect about 90% of our taxes as opposed to 60% to allow for a bigger cash flow.

County and Bromley tax bills will all be on the same bill and are to be paid together.

Smith moves that the Attorney read Ordinance 5-1-19 (old procedure for tax collection). The motion died due to a lack of a second.

Smith reports that the new Rumpke contract gives Rumpke the ability to direct bill the citizens. The rate will increase by \$1.50 which brings the monthly bill to \$17.95. Rumpke will bill, mail and collect, and pursue delinquencies. This fee will be removed from the tax bills. The Mayor stated that Bromley lost a lot of money for trash collection because of the people who did not pay their tax bill.

Smith moves that we proceed with allowing Rumpke to direct bill for trash collection services. Kendall seconds. Roll call: all aye. The motion carried.

The Attorney read Ordinance 5-2-19 for the second time. This ordinance approves the budget (with the removal of the trash collection fee). Smith moves to accept this ordinance reading. Kendall seconds. Roll call: all aye. The motion carried.

The Attorney read Ordinance 6-1-19 for the first time. This ordinance allows for the collection of Bromley's ad valorem taxes by the Kenton County Sheriff. Kendall moves to accept this ordinance reading. Smith seconds. Roll call: all aye. The motion carried. A second reading is necessary.

The Attorney read Ordinance 6-2-19 for the first time. This ordinance sets a tax rate of .245 per \$100.00 for the City of Bromley. Penalty rates will follow those charged by the Sheriff's office. Smith moves to accept this ordinance reading with the possibility of change. Kienker seconds. Roll call: all aye. The motion carried. A second reading is necessary.

The Attorney is working on the Verizon issues (Ludlow City Administrator is researching this as well).

A letter will be prepared and mailed to the citizens in regards to the new tax collection policy and trash collection information.

WAYS AND MEANS REPORT

Smith reports year-to-date revenues in the general fund of \$509,000.00. Current expenses are \$396,000.00. There is a positive income of \$112,000.00. We are \$40,000.00 under budget and we are over-revenue in the amount of \$125,000.00 \$149,000.00 was received for B/P.

Smith reports that she has submitted bills to the State for reimbursement in regards to the Main Street Project. One for Palmer was reimbursed in the amount of \$12,000.00. We are still waiting on the right-of-way reimbursements.

PARK AND PLAYGROUND REPORT

Tim Wartman reports that improvements to the park/playground have begun. A new swing set has been purchased. Those doing repairs at the park will install the baby/mommy swing. Cameras should be arriving for the park. They have a zoom feature and day/night features as well.

INSURANCE AND GRANTS

The final submission for the park grant has been sent. Kendall thanked everyone who helped with this project and Kienker thanked Kendall also.

MAYOR REPORT

The Mayor has had a busy month with phone calls. He thanked Smith for her attempts to save money and get the City more streamlined. The office staff, he feels, will be more comfortable. PDS annual meeting is coming up and the Mayor will attend.

Smith moves to accept all committee reports. Tim Wartman seconds. Roll call: all aye. The motion carried.

OLD BUSINESS

Main Street Project: Kendall received the paperwork from Duke Energy. Duke Energy submitted it to the State and it is in Frankfort. When the review is finished a bid package will be submitted, so, as soon as all of that is accepted it will go out for bid.

Duke’s 2017 quote was \$63,800.00. The new quote is \$86,000.00. Kendall received an explanation for the increase today. It makes sense to him and, as long as it makes sense to District 6, that is what counts.

Two agreements need to be signed by the Mayor. He will get that back to Duke who will forward it to District 6.

Kendall presented pictures of the welcome sign choices. Smith signed as having viewed the designs. Other members did not. The style on the left was the top choice. The actual photo has a better landscape design. The estimated quote is \$15,000.00 for five signs. There is another similar sign with a layered look which is a favorite choice, but could cost \$500-\$1,000 more per sign. Kendall will continue to pursue this matter.

COMMUNICATIONS

We have received a request for a donation for the Kenton County Senior Picnic to be held this summer. Smith moves that a \$25.00 gift card be purchased for the event. Kienker seconds. Roll call: all aye. The motion carried.

NEW BUSINESS

Eric France has approached Smith about allowing golf carts on the Bromley streets. A prior ordinance regarding this matter was never adopted. All council members seem to have no issues with allowing this to be done. Carts can only be driven on City streets. They can cross Route 8 but cannot drive on that road nor on Main Street. Smith moves to allow the golf carts. Kendall seconds. Roll call: all aye. The motion carried.

BILLS

Smith moves to pay the bills. Tim Wartman seconds. Roll call: all aye. The motion carried.

Radford moves to adjourn. Smith seconds. The meeting adjourned at 7:40 p.m.

MAYOR _____ CLERK _____

ATTACHMENT "A" REGARDING CRESCENT/VILLA FIRE AUTHORITY AND BROMLEY CONTRACT-- PAGE 1

Mr. Ringo is the Chairman of the Crescent/Villa Fire Authority (CVFA) and a Councilman for the City of Villa Hills.

Jeff Wendt is the Fire Chief.

- 1) Mr. Ringo stated that they are here to answer questions. They are of the opinion that all of Bromley Council does not know what is going on.
- 2) They are also here to tell what they know from over the last five years. Mr. Ringo has been on Council and the Fire Authority for the past five years. Chief Wendt has been there with him and they have been involved together regarding every issue with the City of Bromley. Since there are new Bromley Council members they want to make sure that everyone is on the same page regarding the services that they provide, what they have been doing, what they have offered to do, what's been presented to them, how they responded, and whatever decisions that Bromley decides to make as a group. Mr. Ringo is the policy side and Chief Wendt just does his job. As firemen, EMS, they provide services to Bromley.

From the Council side and the City's representation, they decide whether or not they want to involve themselves in any arrangements with any other City. The Chief only brings the information to them.

Mr. Ringo stated that the agreement with Bromley was signed a little over two years ago. The agreed upon language was put together between the Bromley Council and their Fire Authority at that time. About 8 to 10 months ago the City of Ludlow approached CVFA asking them to provide their services to Ludlow. Chief Wendt brought this request to the Board and they declined because they did not believe that they were close enough to provide good quality service. Around four months ago they were approached by the Bromley Mayor and several others asking that CVFA provide fire service to Bromley. A very good meeting took place and CVFA said they would provide this service to Bromley. They put the numbers together and contacted Bromley's Mayor. CVFA was unsure of what would be involved with the service that was to be provided and they suggested that sealed bids be requested for the fire service. Bromley Mayor told them that he would check on this and get back to them but never did. Chief Wendt then informed Mr. Ringo that Bromley had an agreement with Ludlow for fire services. Mr. Ringo stated that it is Bromley's choice to make but he does not want anyone here to think that CVFA chose not to provide a proposal. As a matter of fact, CVFA asked if they could still submit a proposal for fire service. Mr. Ringo said that the Mayor never got back with him.

Mayor Denham stated that he was told at the meeting that he would have the proposal from CVFA the next morning but the proposal was not received. Mr. Ringo stated that they had to have time to put the information together. Mayor Denham and Kendall both understood Mr. Ringo to say that the proposal would be ready the next morning. Mr. Ringo denied having made that statement saying that he needed time to pull the numbers together. Mayor Denham told Mr. Ringo that he should have made that statement then (at the meeting). Kendall stated that Chief Wendt opened up his binder and said that he had the numbers right there. Mr. Ringo said that he couldn't do anything with these gentlemen without CVFA approval.

The Mayor told Mr. Ringo to continue on.

Mr. Ringo never got a response as to whether or not CVFA could provide a proposal. Bromley left that meeting and Mr. Ringo got the impression, at that point, that Bromley was leaning towards Ludlow anyway, which was fine, but, CVFA was asked for a proposal and they were willing to give one to Bromley, but losing it does not cost CVFA anything, and, no heart ache in that one bit, but since Bromley/Ludlow agreement has gone into place, CVFA has nothing but unfortunate situations between CVFA's providers and services and Ludlow's providers of services all the way up to intimidation. Bromley's contract with Ludlow requires them (Ludlow) to have a truck show up at the CVFA scene, and

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many times it's not just one truck. It's up to four trucks, and that's when Ludlow gets their trucks out, so Bromley is not always getting coverage from Ludlow.

Mr. Ringo stated that now there are discussions between the Bromley's Mayor, Chief Wendt and Kenton County involving coverage for unincorporated areas. The County is choosing CVFA to cover the unincorporated areas (per Mr. Ringo "in your City"). That is County's choice, so CVFA will be providing their services to the unincorporated properties going forward. Right now, that is alongside the services that they currently provide to Bromley.

CVFA is ready at any time to discuss the cancellation of the contract with Bromley but they have not had any written indication that this is what Bromley wants to do.

Smith, in doing some research, found the KAR stating that each agency is licensed by the State to serve a particular area and they are not permitted to go into another jurisdiction without the permission of that jurisdiction that is serving it. This is no way an expression of how Smith feels one way or the other, but, she asks Mr. Ringo if CVFA is willing to give up the territory or give Ludlow permission to cover the unincorporated territory, if this is the way Bromley Council is deciding to go. CVFA has not been approached about or discussed this matter. It would be a Board decision. Bromley Fire Department (BFD) had a license to provide EMS services. BFD gave up that license, which is now in CVFA's name as provider of services to Bromley. Technically, per Mr. Ringo, under State law no one else should be providing EMS services, in the City of Bromley, except for CVFA.

The Mayor asks if this means that he is not allowed to provide a better service for any citizen depending on their life. He stated that we are doing this based on the timing factor.

Mr. Ringo said there is no language in the contract with Bromley regarding timing. It is the same timing we had when the agreement was signed. For a car, it takes every bit of six minutes to get to Bromley from Buttermilk Pike. You have to get a couple of minutes for the crew to prepare for the call. Kendall said the response time shows 8 ½ minutes. Mr. Ringo said that the State number is 8 ½ minutes. CVFA is within range.

Mr. Ringo challenged the Mayor and asks when CVFA has received a call for Bromley and didn't respond, and, when did you get a call that Ludlow has responded? Mr. Ringo stated that, during the month of April, it didn't quite happen on a regular basis.

Chief Wendt provided a report from the County showing that Ludlow did not go into service on four calls. Kendall understood Wendt to say, "had they not responded". Wendt said on the four calls Ludlow's ambulance was either already busy or they didn't make the run. Kendall stated that they did make the run. Wendt stated that the report showing Ludlow did not go in service came from the County. Ludlow Fire Chief Steward stated that they do not have to go in service for those runs. The ambulance was available. They chose not to take the runs.

Mr. Ringo asks if this is the kind of service that you want in Bromley. Crescent Springs and Villa Hills, per Ringo, went out on a limb when Bromley was struggling. The County Judge Executive got involved and was pressuring them to help Bromley to any extent that they could. They stepped up and have done that. CVFA has met all parameters, they show up for their calls, and Mr. Ringo challenges anyone to challenge the level of service that they provide versus anybody else in Northern Kentucky.

Dave Radford stated that Mr. Ringo, at the meeting, stated that he did not care which way Bromley goes. We don't need your business. Mr. Ringo said he stated that for fire protection. We don't need your money, so Bromley did that with the fire. CVFA allowed Bromley to respond to calls before they arrived on the scene, but they won't let Ludlow respond. Smith stated that the State law will not let Ludlow respond.

Mr. Ringo stated that Bromley had a license before. To get on the same page, the City of Bromley was using CVFA as their provider of services without compensation before the contract. Bromley, per Mr. Ringo, knew that Bromley could not count on their own fire department to show up on runs. CVFA was being called on a mutual basis to provide services to Bromley and it was costing them money. Many of the members of Bromley's Council apologized to CVFA for that, in these chambers, before the contract was signed. Bromley was providing backup to Crescent Springs/ Villa Hills when we had the license but Bromley has no license, under contract, except through CVFA today. Your fire is another issue. Bromley no longer has a fire department and that license is in jeopardy. So, at this juncture, if you do the same analogy, who has or doesn't have that license to provide fire services in Bromley right now.

Radford's understanding is that Bromley Fire Department does have another license for a year.

Mr. Ringo asks under what auspices is that knowledge.

It was stated that the State Fire Marshall has nothing to do with the licenses.

Mr. Ringo asks if anyone has spoken to the Fire Commissioner about this to get factual information or is this just conversations among yourselves.

Mr. Ringo did say that it did not matter to CVFA, but, Bromley came to them. They do not want to be played as a pawn so Bromley can negotiate with other cities. CVFA is here to provide services. That is what they do.

Radford asks if CVFA obtains bids for their fire authority, and, do they only take one bid or do they look elsewhere. Mr. Ringo stated that they have rules about money levels when they do that. Radford stated that our Mayor asked the committee to look at neighboring cities. Mr. Ringo stated that they do their bids under seal also which is what he asked Bromley's Mayor to do. Mayor Denham said that Mr. Ringo did not express that until three days after the fact. Mr. Ringo stated that he did express that and Mayor Denham did not get back to him. Mr. Ringo said that, clearly, the Mayor did not want his bid. Mr. Ringo said that they do not care about providing services to Bromley if we do not want them. They are on a 1.2 million dollar budget. Bromley pays them \$33,000.00 a year. Bromley is a rounding error on their budget. CVFA is providing 100% quality services that all the citizens of Villa Hills and Crescent Springs get.

Kendall asked Chief Wendt on what types of calls do they not carry a medic. Chief Wendt responded that the first ambulance always carries a medic except on occasions when someone has gone home sick. Kendall asked if there had been anything recent. Chief Wendt stated that they had made a backup run to Ludlow without a medic. Kendall asked what about 760 Bromley Crescent Springs Road (abdominal pain). Chief Wendt said that this was in the County. It's possible that there was not a medic. It is possible. He would have to look. Kendall stated that the call was a "mower rollover".

Mr. Ringo stated, to Wendt's defense, the cities have now authorized, in their budget, which was reflected to Bromley, by phone call from him to the Mayor, a paramedic to have 24 hours a day on both vehicles which is the cause for the 12% increase, which Mr. Ringo clarified in his call and stated that this is what the increase was for. So, if one vehicle is out, you are not calling another City for the service. CVFA is still providing the backup vehicle for services to Bromley.

Radford stated that the current contract has a stipulation in it for a 3% increase. Mr. Ringo said that the 3% maximum increase triggers a meeting. He has not been asked for a meeting. Mayor Denham stated that if they are making the increase they should be the ones to call for a meeting. Mr. Ringo said that if an issue is objectionable to you then you are the one to raise the meeting. All you have to do is ask for it. No one has asked for it. Kendall said that they will get a notice. Mr. Ringo said, "please do".

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Mr. Ringo stated that there have been several confusing phone calls from Bromley's Mayor to him regarding meetings with the Judge Executive. The meetings seem to be interpreted differently by the Mayor than they are by the County and the Chief. The bottom line was that Mr. Ringo was asked by the Mayor if CVFA was going to cancel their agreement with Bromley to which he replied, "no, we're not". There's no reason for CVFA to cancel the contract. As a matter of fact, it is a "convenience" on their part and a "cause" on Bromley's. Mr. Ringo doesn't know what Bromley's cause is, but there are no causes that are different today than they were the day we signed the agreement. The Mayor said that he felt there was an agreement made after the meeting with the Judge Executive. Chief Wendt told Mayor Denham that he could not make a decision regarding the unincorporated County properties and Chief Wendt was talking only about the unincorporated area, not the services to Bromley. Chief Wendt was talking about the splitting up of the territory when CVFA came down Bromley/Crescent Springs Road. The Judge Executive had left the meeting when boundaries were discussed. Smith was told that the coverage of the unincorporated properties were to provide both services to the area. Per Mr. Ringo, the County wants CVFA to provide the services to that area. End of story.

Scott Smith, Ludlow Police Chief/City Administrator, was at the meeting. The conversation did end, after the Judge left, with an agreement and the Judge did say, before he left, that it makes sense that if Ludlow is providing fire protection to that area it should provide ALS to that direct Bromley area.

The agreement was, that you (Wendt) would write a letter and go to your Board with the understanding that it makes more sense and it would be better for the Bromley citizens (Wendt did not remember saying that but, Scott Smith, Mayor Denham and Kendall all agreed that Wendt had made that statement) for Ludlow to cover the territory and the Mayor would also write a letter saying it would provide a better service for Ludlow to provide fire and EMS service to this area of Bromley.

Chief Wendt asked Mayor Denham three times at the Judge Executive meeting if Bromley wanted out of the contract. Wendt said that the Mayor had never said that he wanted out of the contract. He said the Chief of Ludlow kept saying over and over again "give up the ALS". Wendt told them that he did not have the authority to make that decision.

Scott Smith stated that no one ever said that CVFA did not provide a good service. What he is saying that Ludlow is closer, they are here, and they want to provide the service and it make sense for Ludlow and Bromley to function together now that both cities have a new Mayor and Council. Ludlow doesn't want to take money from anybody. It just makes more sense to provide a service for Ludlow and Bromley together.

Chief Wendt doesn't care that Bromley wants someone else for the service but CVFA is not coming down to Bromley and going back five years and doing it for nothing.

Mr. Ringo said that CVFA will not be Bromley's mutual service provider. Under law, they are not going to be. Mayor asks if they are threatening Bromley not to come down here. Mr. Ringo said, "yes", as a policy. Chief Wendt interrupted to say that the fire trucks will come. CVFA will not put anyone's life in jeopardy and they will deal with the politics later.

Mr. Ringo said, from the policy side, that the cities of Villa Hills and Crescent Springs are not going to absorb the expenses to provide mutual services to the community of Bromley when Bromley has no mutual services to provide in return.

The Mayor said that Bromley never had mutual services. The contracted fire department provided those services.

Mayor Denham said that it was not the City's fault that the fire department failed to function and we took steps to correct it. BFD was our department by contract. Mr. Ringo said that they were our vendor of services and how we dealt with the vendor was entirely up to Bromley.

ATTACHMENT "A" REGARDING CRESCENT/VILLA FIRE AUTHORITY AND BROMLEY CONTRACT-- PAGE 5

Mr. Ringo said, "We, from the Fire Authority, representing the two cities, under an Interlocal Agreement, will not be in the same situation we were providing before free services, and, expenses to us. We will not do that".

Kendall said, "then you're okay if we do request to get out of the agreement"?

Mr. Ringo said that Bromley has 25 days to send CVFA a letter. Kendall says, "I hear you say, if you do have to come down here to our City you are going to charge a fee"?

Mr. Ringo said that they are willing to sign an agreement with you to be a mutual provider or a services provider for you when you need it because your provider cannot provide the services.

The going rate right now is \$450.00 plus \$2.65 per mile. Smith estimated this to be a cost of approximately \$50.00 (leave the station to Bromley and including the trip to the hospital and back).

Smith said we still have the issue that, if CVFA doesn't give up the license to give us permission, we can't move anywhere. Kendall said that we need to work towards getting the license.

Mr. Ringo said that if Bromley decides to terminate the agreement they will, most probably, give up the license. Kendall hopes that they would. What they want us to know is that they will not go through this "herky, jerky" again. Don't come to CVFA if we feel bad. They redesigned their operation to add Bromley in and have to redesign it to take Bromley out. They will not do it another time. They are growing big time and have enough on their plate. This was a friendly offer to Bromley with a little push from the Judge Executive. Bromley thought that they had an understanding with the meeting but it was not good for them.

Mr. Ringo says, the agreement, let him be specific, you can read the language yourself, is that Bromley has to the end of this month to send a termination letter, a request for termination, and the agreement goes to the end of this year and terminates on December 31st. At that time they can work to transfer that license to Bromley. **Mr. Ringo stated that they can help us with a cause as the increase already exceeds the 3%.** You all represent your citizens and you all need to determine the kind of service you want to provide to them. Kathleen Smith told Mr. Ringo that CVFA provides excellent service.


Mr. Ringo stated that Ft. Wright will be backup for Ludlow and some of their response times have been 11 minutes. If that is what you want to provide to your citizens, it is your choice.

Kendall said that their reasoning behind this whole thing is response time. Mr. Ringo stated that CVFA response time is the same as it was the day we signed the contract. Kendall heard that it was 5 minutes when he first got on Council but it was nowhere close to 5 minutes. That is what the notes in the minutes stated. Kendall checked himself and in 2018 response time was 9 ½ minutes average time. The time has gotten a little better, per Kendall. It is now down to 8 minutes. Ludlow's is 4-5 minutes. Per Mr. Ringo, in the month of April, 4 out of 10 calls were not responded to by Ludlow. Mr. Ringo has to convince the Board to allow CVFA to backup Bromley. If this doesn't happen our fall back will be Ft. Wright. In some situations, you may not want to wait 10-15 for a response.

Mr. Ringo said to send termination paperwork to their address by the end of this month, if you make the decision to pursue this matter.

Mr. Ringo and Chief Wendt left the meeting at this time.

MAYOR 

CLERK 

SPECIAL COUNCIL MEETING WEDNESDAY 6/12/19 7:00 P.M.

The special meeting of the Bromley City Council began at 7:00 p.m. with a pledge to the flag.

Roll Call: Mayor Denham, Attorney Vocke, Dianne Wartman, Nancy Kienker, Dave Radford, and Gail Smith. Mike Kendall and Tim Wartman are absent.

The only items to be discussed at this special meeting are the second readings of ordinances 6-1-19 and 6-2-19 and a Resolution to allow PDS to go proactive.

The Attorney read Ordinance 6-1-19 for the second reading. This ordinance allows for the Kenton County Sheriff's Office to collect taxes for Bromley. Smith moves to accept this ordinance reading. Kienker seconds. Roll call: all aye. The motion carried.

The Attorney read Ordinance 6-2-19 for the second reading. This ordinance levies a tax rate of .245 per \$100.00. An amendment can be done if the Sheriff's penalty rates for delinquencies differ from Bromley's rate of 25%. Smith moves to accept this ordinance reading. Kienker seconds. Roll call: all aye. The motion carried.

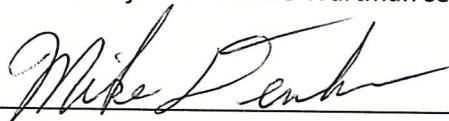
Smith stated that, for delinquencies, from January 1-31 the Sheriff's Office charges the face amount of the bill plus 5%.

From February to April 15, the Sheriff's Office charges the face amount plus 10% plus 10%.

The Attorney read Resolution 6-1-19 which allows PDS to go proactive in regards to Municipal Code Violations. Smith moves to accept this reading. Radford seconds. Roll call: all aye. The motion carried.

Smith moves to adjourn. Dianne Wartman seconds. The meeting adjourned at 7:07 P.M.

MAYOR



CLERK

