

This special meeting of the Bromley Council began at 6:03 P.M. with a pledge to the flag.

Officers answering to roll call: Mayor Denham, Mike Kendall, Dianne Wartman, Nancy Kienker, Dave Radford and Gail Smith. Tim Wartman is absent. Attorney Vocke is absent.

The purpose of this meeting is to allow citizens to discuss and present suggestions for use of the park grant funds (if we are awarded the grant). No other matters are to be discussed.

PLEASE SEE ATTACHMENT "A" FOR CITIZEN INPUT.

The Mayor read a Resolution which states that the City is applying for grant funding for the City park and is to hold 50% of the grant funds aside and the City is to sign an assurance stating that it will comply with all State rules in regards to this grant.

Kendall moves to accept this resolution. Smith seconds. Roll call: all aye. The motion carried.

Photos of several pavilions are on display for citizens to view along with a diagram of the park showing a potential site for the basketball court,.

Kienker stated that, if Bromley is awarded this grant, everyone's input will be encouraged. All ideas will be discussed and taken into consideration.

Kendall stated that, if awarded the grant, we will need an architectural design engineer to evaluate space, restroom facilities, location of basketball court, etc. Palmer Engineering is qualified. Kendall did some research and found a cost analysis on pavilion pricing from 2015 and the price was, approximately, \$45,000.00 just for the construction and without restrooms. The project will easily reach \$100,000.00-\$150,000.00.

Smith wanted to know how many teams used the ball field and if we should consider removing it. Kendall felt that an updated ball field would attract more teams, but, that idea is not written in stone. Kendall stated that adding a pavilion and concession could help to cover maintenance fees at the park. Currently Bromley teams pay no fee to use the park facility for practices and games.

Smith disagrees with the restroom idea.

The Mayor stated that the park is open from dawn to dusk and he does not like the idea of smart locks for the restroom facilities unless someone is available to check the restrooms to make sure that no one gets locked in. The Mayor does feel that we need restrooms, especially if a pavilion and/or concession stand is installed.

Radford stated that the City could advertise for a part-time position to maintain the area.

Kienker explained to the citizens that the City is applying for a grant for the park and up to \$150,000.00 is available. These meetings are required as part of the grant.

Phase One, of several potential phases, would be for the shelter and restrooms.

Kendall stated that Phase Two would be for upgrades to the basketball court, ball fields (they thought about a homerun fence for the smaller players), concession stands, upgraded playground equipment, etc.

Gravel is not being considered for the playground area. The surface has to be child-friendly. There are quite a few materials to choose from when the time comes.

The committee is spending a lot of time at the park, per Kienker, collecting ideas. She suggests that Council look at other parks and take photos of equipment that catches their eye and obtain names of manufacturers. Kienker visited a park in Chicago that had a zip line (close to ground level) and it was the most popular ride at that location.

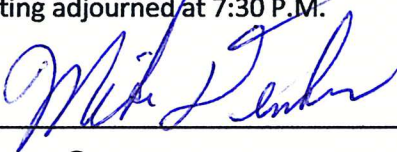
Kienker would like to see more benches installed. Sponsored benches would be an option. Radford made the comment that the problem with that is vandalism. The City has constantly changed wood on the benches. Theft has also been an issue. He stated that the City has an ordinance offering a reward to anyone who reports theft or vandalism.

Dianne Wartman stated that, with youths, come adults to visit the park as well. Events could be considered to include all age levels.

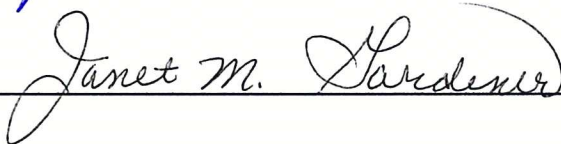
No additional information was presented at this meeting.

The meeting adjourned at 7:30 P.M.

MAYOR



CLERK



Land and Water Conservation Fund Grant Application

Attachment "A"

Citizen attendance and their suggestions for use of grant funds for the Bromley park and playground:

Adam Keener	238 Kenton Street-Bromley, Kentucky
Susan Ziegler	302 Moore Street-Bromley, Kentucky
Alycia Dimmit	238 Boone Street-Bromley, Kentucky
Margaret Walles	236 Kenton Street-Bromley, Kentucky
Charlie Foulks	657 Bromley Road-Bromley, Kentucky

Discussion and suggestions

Adam Keener:

- Mr. Keener was more interested in Phase II of the grant plan and did not remain at the meeting.

Susan Ziegler:

- Suggests movies in the park (was done in the past with fire department and City purchasing the movie screen. It is not sure what happened to the screen).
- Suggests a food truck.
- Suggests a walking path along the outer edges of the park.
- When concessions were discussed Ms. Ziegler asks who would run the stand. This is yet to be determined. Possibly parents of ball players.

Alycia Dimmit:

- Suggests that basketball hoops be replaced. Current hoops are different heights.
- Suggests more security to protect the children and deter vandalism.
- Suggests a dog walk area (was felt that this would be a huge liability).
- Suggests additional lighting in the park to protect against vandalism.
- Suggests additional seating for ball game viewers.
- Suggests upgrade to baseball field to attract more teams to use the field.
- Suggests bingo games for seniors.

Margaret Walles:

- Was interested in the park project as a way to get children outside which would provide a means of releasing anger. She would like to be a part of the project.
- Suggests that the Grant Committee look online at survey sites. There are good resources to help determine what type of playground equipment and upgrades are available.
- Suggests a butterfly garden.
- Suggests cameras for security and as a means to catch vandals (this is already being pursued). In her experience, children who vandalize usually will brag about what they have done.

Charlie Foulks:

- Attending to observe and to commend this Mayor and Council for doing such a nice job.

Gail Smith was approached by a neighbor, Sharon Sizemore from Kenton Street, who suggested Air Walkers for senior citizens. This idea went over well with the Grant Committee who will look into this suggestion. Ms. Sizemore had to be present to fill out a form. She was unable to attend.

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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.

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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.

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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.

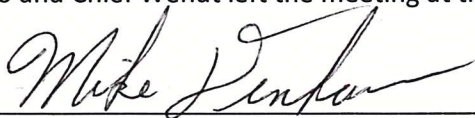
Mr. Ringo stated that Ft. Wright will be backup for Ludlow and some of their response times have been 11 minutes. If that is what you want to provide to your citizens, it is your choice.

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

