

This special meeting of Bromley Council began at 7:05 p.m. with a pledge to the flag. The meeting, per the Mayor, was delayed by five minutes in order to meet the 24-hour media notification requirement.

This meeting is to discuss and vote on: (1) the Advanced Life Support (ALS) contract presented by Crescent/Villa Hills Fire Authority (CVHFA) and: (2) the public works/snow removal contract.

Roll call: Gail Smith, Dixie Meyer, Mayor Jobe, Attorney Vocke, Charlie Foulks, Nancy Kienker and Bob France. Tim Wartman is absent.

ADVANCED LIFE SUPPORT

The Mayor stated that the ALS committee for Bromley met with CVHFA and a \$30,000.00 annual contract was presented by CVHFA with a no-run count included in the contract and an escalator clause (rate increases to be determined by July 1st. if necessary).

Smith moves to extend the contract with CVHFA. Foulks seconds.

DISCUSSION

Kienker has no issue with CVHFA. She has an issue with the way the ad was placed. She stated that the Mayor had told her that we would run another ad. Mayor Jobe stated that he had never said that. She said that she was told that we would revisit the issue. Mayor Jobe again stated that he had never said that we would rerun the ad. We are revisiting the issue by having this special meeting tonight. Kienker does not feel that this issue should be voted on tonight because the issue has not been resolved yet as the ad stipulated that anyone bidding for ALS service have two ambulances. The Mayor explained that anyone who knows anything about the bidding process will know that this requirement (in this case 2 ambulances) does not keep anyone from making a bid for the service that they are willing and able to provide (sometimes the bids are for more and sometimes for less than the stipulations in the bid). Kienker stated that the Mayor had put the bid out there without any notification to the Council as to the stipulations in the bid. The Mayor stated that he put the bid out there so that no one could be judgmental and say that we picked one department over another. The bid was put into the Enquirer and any entity (private, public or any company out there) could have offered a bid. This is the only reason that the Mayor put this out for bid so that no one could say that we went to one department over the other.

Kienker asked why the wording got changed in the current bid. The Mayor stated that there was no change because no bid proposal was made for ALS services last year.

Kienker called Kenton County Dispatch and was informed that CVHFA covers Crescent Springs, part of the interstate, Villa Hills and all of the businesses included with two ambulances and the number of calls ("a ton more calls" was their wording) that CVHFA covers is way more than Ludlow. Kienker thought that we were going to put all of the personal issues behind us and move forward. The Mayor asked why she felt there were personal issues involved. If we are asking for the best service for the City of Bromley most people would like someone who could cover their own agency and still be able to provide service to another City. The two ambulances was the best scenario for what Bromley was asking for and any other company could have submitted a bid proposal for consideration. The Mayor asked Kienker, if she was looking for the best service, would want one ambulance or two if the price was exactly the same. Meyer had requested the incoming Council members be invited to this meeting (Mike Denham, Mike Kendall, Larry Hamant) to get their input. She said that the meeting began immediately with a motion to accept the CVHFA contract without any input. The Mayor stated that we are in discussion at this time to obtain input. A motion and second, per Smith, is the proper procedure prior to a discussion session.

Meyer feels that we should hear from incoming Council as they are the ones that will have to live with any decision that is made in regards to this matter.

Chief Jeff Wendt (CVHFA) informed Mike Denham (incoming Council) that from 6 a.m.-6 p.m. CVHFA has 100% guaranteed full coverage. In the evening, the first squad is 100% staffed. The second squad, in the evening, sometimes has a paramedic, sometimes not (per Wendt, the second squad is 95%-99% covered). In the three years that CVHFA has covered Bromley they have not missed a call and average run times are less than 5 minutes overall, regardless of whether it is the first squad, the second, full-operating hours, or evening hours.

Scott Ringo (Villa Hills Council) stated that the mutual aid calls to Bromley became so numerous that the Council began to feel that this was unfair to the tax payers of Crescent Springs and Villa Hills who were paying for this service. That is when CVHFA began asking for compensation for the service. They are charging no more and no less than what their citizens are paying and he further stated that the City of Ludlow's tax rate is \$1.75 per \$1,000 which is more than twice what CVHFA is charging us and he cannot see them charging Bromley less for their service than what their citizens are being charged. Wendt stated that, in the event CVHFA cannot make the call to Bromley, Ludlow, Ft. Mitchell, or another neighboring City, would be dispatched for mutual aid. Ludlow's mutual aid cities are Ft. Wright and Covington, which takes a considerably longer time to respond.

Wendt informed Mike Kendall (incoming Council) that their turnaround is about 1,100 while Ludlow's is approximately 700. That number is consistent with numbers over the last decade.

Kienker stated that if we went with Ludlow then mutual aid coverage would go to CVHFA which is basically what is happening now.

Mr. Ringo said that CVHFA was going to aggressively pursue changing mutual aid if things continued the way they were over the past two years. Their Board does not care what we decide to do but they have proved, over the last three years, they can handle the coverage of Bromley, if we decide to continue with their coverage.

Kienker has no problem with ALS, or the vote, or CVHFA. Her problem was how it was presented to other departments that did not get to be part of the bidding process which she felt was unfair.

The Mayor's point is that no one was excluded. It was publically put out in the paper for anybody, public, private, or otherwise, to submit a bid.

Larry Hamant, (incoming Council) said that, according to the way it was bid out, if he were Ludlow he would not have bid on it because they did not have two ambulances. Smith said that the ad stated that the City of Bromley had the right to accept and/or refuse any and all bids, leaving the ad open to anyone.

Meyer stated that Bromley has received no bids for ALS service but if we were willing to receive bids for someone with one squad it should have been advertised that way. The Mayor said that it was not put out there to create a problem. It was put out there so that we could obtain the best service for the City. When the contract started many years ago with TransCare, per the Mayor, it specified one ambulance with a Medic and a second ambulance if needed. TransCare covered 99% of all cities and then they folded. When this happened our department either had to pay to go ALS on our own or find our own ALS coverage. This is what has put us in this predicament. Originally we went with Rural Metro after TransCare folded but Rural Metro failed to make the calls. When this happened CVHFA covered Bromley as mutual aid. After a time they could not continue to provide ALS service for free and that is why we are here.

Meyer stated that Bromley paid for ALS (\$8,000.00) and Bromley ran as Basic Life Support (BLS). Now we are going to pay \$30,000 and CVHFA picks up ALS as well as BLS when needed. Smith stated that Ludlow's proposal last year was for \$20,000-\$25,000 plus we take our squad out of commission.

She personally does not like being dictated to.

Meyer does not recall the cost quoted by Ludlow to be that much. Foulks stated that the quote was \$21,340.00.

Wendt said that Bromley is dispatched for a BLS call. CVHFA is the backup. Their crew listens to the radio and, if it gets to the 3-4 minute mark, they are already down to the border waiting. The \$30,000 is the price no matter how many times the service is provided.

The Mayor stated that the County wants to push for a County EMS service because typical mutual aid is not typical mutual aid any more so what is costing CVHFA money is no different than, for example, Ft. Wright providing that same service to somebody else, and, a City has to be able to provide mutual aid to another City if they want to receive this service in return and, by our own admission, we are not able to provide this service.

Mayor Jobe said that everybody on Council feels that the two cities should work together (Ludlow and Bromley). Our department has had meetings with Ludlow trying to repair the relationship and it has failed every time. Bromley approached Ludlow last year when we went to CVHFA. Ludlow sent an email out to everyone after being asked not to do so and then informed Bromley that we would have to get rid of our squad, release our license, and Ludlow takes over full squad service. Ludlow would not use any of our equipment or personnel. Bromley's working relationship with CVHFA, on the other hand, has been good. They are usually on the scene with Bromley nine out of ten times when we get dispatched. The Mayor also feels that negative comments placed in the River City News are always from Ludlow Fire Department. Our department is never asked to make a comment.

Denham stated that the cities need to stay out of any conflict between the two departments. Smith stated that the year that Bromley went with Park Hills for Police service Ludlow had raised the contract price from \$96,000 to \$125,000 and said take it or leave it. Smith told Meyer that Ludlow has the same Mayor.

Meyer was informed that all departments send out a residual bill for a call, even though a tax-paying resident is not responsible for this bill.

Foulks was informed that CVHFA has asked their billing company to send only one bill.

Hamant was told by Wendt that there have been occasions when CVHFA gets paid twice. When this happens a refund is sent to the patient.

Kendall appreciates that the incoming Council was invited to this meeting and the present Council is willing to listen to their input. Everyone in this room is aware that we need ALS service for the citizens. He said that Council needs to forget any animosity between the two departments and look at the issues weighing the economics VS the benefits. Kendall, in reviewing past instances, felt it to be unusual for an entity to submit a bid if they did not meet the requirements stipulated in the bid proposal.

Therefore, it was not unusual for Ludlow to refrain from bidding for our ALS service. He felt that Council needed to consider the fact that CVHFA has a population of over 13,000 people and would be adding another 800 to that count by covering Bromley. They do not have a BLS piece of equipment so we would be spending \$30,000 for ALS coverage as well as the cost to maintain our BLS system.

Bromley wants 2 ALS pieces of equipment, 1 BLS piece of equipment, plus mutual aid, which would total approximately \$41,000.00, so is it beneficial to have 3 squads, plus mutual aid to cover 800 people?

Kendall suggests we may want to consider looking at Ludlow's proposal of \$20,000 showing a \$10,000 difference in the cost for two squads plus mutual aid. The Mayor said it would be for only one squad per the their contract. Meyer stated that all contracts can be negotiated. The Mayor stated that Ludlow sat here last year and said that they were not willing to negotiate or change their contract. Kendall felt that all things are negotiable.

Mr. Ringo said that CVHFA would not negotiate because you cannot charge another City less than you are charging your citizens for the same service. They are dividing the cost and billing Bromley their fair share. His feeling is that CVHFA can get a crew down here as fast as it would take our own department to get a crew and get out for the call, which has been proven by the stats.

Kienker stated, once again, that she just wanted it to be fair to everyone and she felt that it wasn't. She would ask this Council to reconsider, place the ad again, and make it fair to everyone.

The Mayor asked Kienker if she felt that someone else would bid. She doesn't know, but, at least it would be fair to all.

Smith read a letter from her father (ATTACHMENT A).

Kienker felt that no one on Council knew when the ad was posted or how it was worded. She feels that it wouldn't have gone out as it did if that information was made known to everyone. Meyer was on the ALS committee and was unaware of the contents of the ad. Kienker felt that none of this would have happened if we had more transparency. The Mayor asked, since Kienker had said transparency, why she felt that Ludlow would have put in a bid. He felt that she may know something that we don't. She said that she did not. The Mayor asked if Ludlow had contacted her, or anyone else in this City, in regards to this matter. She made no reply.

Meyer suggests that this Council defer and let the new Council make this decision. Smith stated that there is an escape clause for both parties built into the contract so the incoming Council, if they are not happy, can put out the written notice.

Mr. Ringo stated that they have worked with our committee and all contents of the contract (including costs and meetings) were written so that a decision could be made by December 31, 2016 and, in fairness to CVHFA, he feels that they have gone out of their way to make sure that the contract period and the contract clauses are fair to both sides.

Foulks suggests we end discussion and vote on this issue.

Kendall stated that having that clause in there is good protection.

France asked the Mayor if the wording would be changed if the bid was resubmitted. The Mayor said that he would not change the wording as the bid was based on the same level of coverage that is currently being provided in the current contract. France's feelings were that, if this is the case, any department that does not meet the expectations of the bid is not going to submit a proposal.

The Mayor ended the discussion at this point. There is a motion and a second on the floor.

Roll call: Smith-yes; Meyer-no; Foulks-yes; Kienker-no; France-yes. The motion to accept the CVHFA contract has passed.

Kendall suggests that any future proposals be submitted, in writing, to the parties that we would like to see make a proposal. Smith said that the bids must be advertised. Kendall is aware of this.

France would like for Council members to receive a copy of proposals as well.

Mr. Ringo would like for the contract containing the Evergreen clause to be approved instead of the one-year-term contract so that we do not have to go through this process year after year. The six-month clause is in the contract so if you choose, for cause, and he said again, for cause, to terminate this contract, you give your six-month notice. This clause pertains to either party. Increases, per Mr. Ringo, are exactly tied to any increase to their residents by an approved budget (proposed budget is presented to their Council in April and voted on in June) and that budget, upon approval, runs from July 1 through June 30.

Smith moves that the contract be adopted using the Evergreen Clause. Meyer seconds. Roll call: all aye. The motion carried.

PUBLIC WORKS/SNOW PLOWING CONTRACT

The Mayor reports that bids for plowing, grass cutting, planting, and distribution of mulch, were reviewed. Shane Hamant's bid was a little less than \$24,000.00 for the year and quite a bit less than the other bid. The contract includes maintenance of the memorial location and entry signs.

Smith moves that Hamant's contract proposal be accepted. France seconds. Roll call: all aye. The motion carried.

Smith moves to adjourn. Meyer seconds. The meeting adjourned at 7:53 p.m.

MAYOR _____

CLERK _____

THE MINUTES OF THIS MEETING WERE TAKEN FROM THE RECORDER