

Over the past week a flier was distributed to the residents of Southgate regarding the Memorial Point Development Proposal. This flier made several references to the Southgate Volunteer Fire Department. We at the fire department take exception to the comments in this flier regarding the fire department. I have written and am going to read the response from the fire department.

A lot has been said and written about the Southgate Fire Department purchasing an Aerial or Ladder Truck. In the flier distributed door to door throughout the city it was alleged that Ashley Development and Southgate City Council would not commit to and I quote "Fund a ladder truck for the fire department to protect all citizens of Southgate." The flier goes on to say and again I quote "Southgate does not have and cannot afford a 50' ladder truck and will rely on Newport and Ft. Thomas sending a ladder truck, just like the night of the tragic fire." Finally the flier states that "If reasonable demands are not met, Ashley Development will cause Southgate to get sued while Ashley will build \$65 million worth of new homes without adequate fire protection."

The Southgate Fire Department strongly disagrees with these claims as being false, unfounded and/or poorly researched. The Southgate Volunteer Fire Department is part of the Northern Kentucky Fire Fighters Association and as such we are covered by the Northern Kentucky Fire Fighters Association Automatic Assistance Contract. This contract is an agreement between every fire department in Northern Kentucky and it states that if one department requests assistance from another department that assistance will be provided without charge. The only exception is, if the requested equipment is already committed or is needed elsewhere. Every fire department in Northern Kentucky and throughout most of the commonwealth uses mutual aid on structure fires, reports of structure fires and in many cases fire alarms that may or may not be the result of a fire. For example, if Newport Fire Department receives a report of a possible structure fire, they receive automatic aid from Covington Fire and the Fire Department of Bellevue/Dayton. If they call for a second alarm, Southgate, Ft. Thomas and sometimes Wilder Fire Departments respond. The Ft. Thomas Fire Department uses Newport, the Fire Department of Bellevue/Dayton, Southgate Fire Department and Central Campbell Fire Department on their alarms depending on the location of the call. At the Spears Court Nursing Care Facility in Dayton a fire alarm activation, which may or may not be the result of an actual fire, results in the dispatch of the Fire Department of Bellevue/Dayton, the Newport Fire Department, the Ft. Thomas Fire Department and the Southgate Fire Department. So far this year Southgate has responded to Spears Court 7 times. None of the calls were the result of an actual fire. Here at Southgate we have the Wilder Fire Department responding with us on all of our fire calls. A report of a possible structure fire will result in the dispatch of an aerial from Ft. Thomas and at least one engine company from Newport. So far this year our fire department has responded to 304 runs. We have received mutual aid from other departments 23 times. We have provided mutual aid to our neighbors 65 times.

The use of mutual aid is not an indication of weakness or inadequacy. It is a sign of cooperation and foresight on the part of the fire departments of Northern Kentucky and it results in the residents and businesses of Northern Kentucky receiving superior fire protection.

In regards to the purchase of a Ladder Truck, I explained at the last Council Meeting that a Ladder Truck in Southgate would be a useful and valuable addition to the department. A fire at Woodland Hills, Fox

Chase, Canterbury Apartments and several individual buildings in the city would require an aerial to respond and depending on the nature of the call, the ladder truck may be needed to successfully mitigate the incident. That is why we have Ft. Thomas responding with an aerial to assist us. If the Ft. Thomas Ladder Truck is not available our dispatch center will follow a pre-determined list of departments with aerials which will respond if needed. This list would include Newport followed by Central Campbell, Fire Department of Bellevue /Dayton, Alexandria and if necessary Covington or Taylor Mill.

I reported at the last council meeting that the Southgate Fire Department is in the process of replacing our 1996 Sutphen Pumper. The National Fire Protection Association recommends that a fire truck be taken out of service after 20 years, unless it can pass a series of pump tests. Our 1996 pumper has passed that every year. Some individuals or groups used my comments at the council meeting to remark that our aging fire truck would be deficient in the event of a fire at a nursing care facility. Those individuals apparently did not research our department. Our 1996 Pumper is the back up engine to a structure fire in Southgate. We also own a fully operational 2006 Sutphen pumper which is our first responding engine to a structure fire .

I also reported that we are researching and will ultimately decide whether to purchase a Rescue Pumper or an Aerial as the replacement for the 1996 Pumper. Times have changed in the fire service and in Southgate. We respond to significantly more auto accidents than structure fires. We carry a complete array of Rescue Tools in addition to our fire hose and equipment. The addition of this development will increase the usefulness of an aerial, but it will not mandate the purchase of one. Ft. Thomas or Newport are both well within the NFPA guidelines for aerial response to a multi-story building.

Our decision on whether to buy an aerial or a rescue pumper will be based on our comparison of the two and a result of the cost versus benefit analysis of each. We have been researching this decision for over a year. When we reach our decision we will purchase what we believe is the best option for all of the residents and businesses of Southgate.

In response to the flier which stated that both Ashley and the Southgate Mayor and City Council won't commit to funding a ladder truck, once again this group is seriously inaccurate. The Southgate Volunteer Fire Department is not a part of the city of Southgate. We are a separate entity that contracts with the city to provide fire and EMS protection. Our city contract makes up about 85% of our overall budget. The rest comes from donations, fundraisers like the Block Party, EMS Billing revenue and grants. The Southgate Fire Department has a great working relationship with the current administration, particularly when it comes to finances. We understand the financial constraints that the city operates under and they understand the value of the service that we provide. For example, in this current budget year the fire department needed to replace a large number of outdated fire gear. As a result we asked the city for the largest budget increase in our history. The city leaders realized the importance of our need and found a way to provide us with the funding to replace our outdated gear. Every year the fire department budgets money to replace our apparatus so that when the time comes to purchase a new vehicle we can do so without having to borrow a large amount of money. Currently the fire department has set aside \$643,000 for the purchase of our next pumper or aerial. All of that money

has come from our contract with the city, so to claim that the city refuses to fund a new ladder truck is blatantly wrong.

As for Ashley Development, some individuals have approached me and other members of the fire department and intimated that we should take advantage of this situation to extort money from Ashley. Some have gone so far as to suggest blackmailing Ashley Development into buying us a new Rescue Pumper or Ladder Truck.

Well I am very proud to say as chief of the Southgate Fire Department that we don't operate that way. We have not asked for or demanded that Ashley provide any financial assistance to us. I would hope that in time they would recognize the value of our service and make a fitting and appropriate contribution to the department. That will be their choice, the same way that residents purchasing raffle tickets for the Block Party is their choice.

One thing that we will demand is that this development particularly the Assisted Living facility and Multi-story Apartments meet or exceed all current fire codes and regulations. The multi-story buildings will be protected by Sprinkler Systems, smoke detectors and fire alarm systems. With these protections in place the possibility of another disastrous fire happening on the top of that hill will be extremely small. I will point out that in the United States there has never been a multi-fatality fire in a building with a fully operational sprinkler system. A multi-fatality fire is a fire where 3 or more people are killed. So to state that Ashley refuses to fund a Ladder Truck is simply not true.

The Southgate Volunteer Fire Department has not taken a position in favor of or against this or any other development on the Beverly Hills Property. Myself, and many of our first responders believe that it is time to move forward and put that property to use. If the Council approves this proposal I can assure our citizens that the Southgate Fire Department will be fully prepared to provide fire and EMS protection to that and any other neighborhood or business in the city.

Barron Peck Bennie & Schlemmer

A LEGAL PROFESSIONAL ASSOCIATION

*Sarah Houseman Public Record
Ashley Commercial Group*

From: Sarah M. Houseman, Esq.
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August 11, 2020

VIA ELECTRONIC MAIL ONLY

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RE: Beverly Hills Supper Club Zone Map Amendment Change

Dear Mr. Megerle and Mr. McMurtry:

This firm represents Ashley Commercial Group with regard to the above-referenced matter. I am in receipt of your letter dated August 4, 2020 where you raised various concerns with Ashley Commercial Group's proposed development. I have shared your correspondence as well as your client's letters with Ashley.

We are aware that the site of the proposed development is on the same property that once was once the home of the Beverly Hills Supper Club and was the site of a catastrophic fire that occurred on May 28, 1977. There is no denying the tragic loss of life that occurred that fateful night nor the impact it has had on the community as well of the descendants of those who perished. To this day, this remains one of the most disastrous events to happen in Northern Kentucky's history. I would also like to directly acknowledge the pain that your clients have experienced over the last forty-three years as a result of this fire.

Nonetheless, we find that the arguments you have raised in your letter have no merit. I would refer you to Mary Ann Stewart, Southgate City Attorney's, August 5, 2020 letter to you that addresses each of your claims in detail. In particular, we find that your argument that this property is a burial site is baseless. While there were many who lost their lives that evening, there is simply no factual or legal support that this property was ever set apart or used for burial purposes as required by KRS § 381.710. Additionally, this property has always been private property. Accordingly, the city of Southgate has no duty to protect this property pursuant to KRS § 381.690.

Nor is an archeological survey appropriate under these circumstances. As your and your client's letters indicate, there were significant efforts to recover and return the remains of the victims after this fire. Forty-three years later, this property has remained unoccupied. Until now, we are unaware of any efforts by your clients to conduct any further searches for their loved ones' remains. It is readily apparent that you merely seek to delay this development by making baseless legal arguments at the eleventh hour.

Steven J. Megerle, Esq.
Todd McMurtry, Esq.
August 11, 2020
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Ashley is mindful of the pain this site brings to many in the community, including your clients. They have made concerted efforts to coordinate with the community by working with interested parties that have been proposing a memorial on the site for decades. Your clients have consistently refused to work with the established memorial group. It was not until the name of the developer was revealed that your clients have decided to make their voices heard. Ashley has offered to include restrictions in the homeowner declarations for the site which would grant Beverly Hills Supper club survivors, their descendants, and others who were affected the right to visit the site and place a memorial there. This is in addition to the main memorial designed for US 27 with the input of the main memorial group.

You have requested that the parties meet prior to the second reading currently scheduled to take place on Wednesday, August 19, 2020. While we believe that we have listened to your clients' concerns and demands, we have agreed to meet with you and your clients. I would like to again note our objection to having the mayor or any council members present as we believe this is highly inappropriate and unnecessary in this context. With that being said, we would like to offer the following proposals for your consideration prior to your proposed meeting.

1. First, there is no evidence that any human remains exist on the site from the tragedy that occurred. In fact, there are numerous records that verify and indicate all the deceased were accounted for and that any remains were removed and examined by the coroner. Nevertheless, the developer agrees that if any human remains are discovered on the site during the site development work, such work will cease in the area these were discovered until they can be properly interned in accordance with the applicable local and state requirements. This is not a concession that there are, in fact, any remains on the property, nor that it is a burial site as you have suggested. Rather, this is an assurance that the developer will take all necessary action in the event any remains are found.

2. Developer, in conjunction with the city and other community members, shall continue to work collaboratively in creating the design of the memorial. This working group will include representatives of family members of victims, first responders, and other community stakeholders. The design shall be consistent with the outline as indicated in the approved Development Agreement with the City of Southgate and Ashley Commercial Group. In addition to the reference point in the Park at the top of the hill through placement of a marker or placard depicting a map as to where the Beverly Hills Supper Club was once located, the Clients of Steven Megerle and/or Todd McMurtry, who are still to be completely identified, may pay for and/or independently raise funds for the installation of a fountain similar to the one outside of the garden room in the Park. All costs including all permits, materials and labor, associated required utilities, electrical, plumbing shall be their responsibility. Any installation must be completed in conjunction with the developer of this Park.

3. Developer agrees to grant Access to the HOA common greenspace and park through a license as documented in a recorded HOA declaration. The proposed language is as follows:

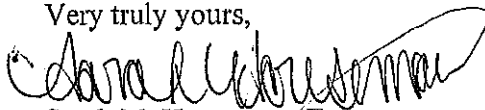
Steven J. Megerle, Esq.
Todd McMurtry, Esq.
August 11, 2020
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"Limited Public Access License to Certain Common Areas. The portion of the Common Area identified as the "Park" in Exhibit A ("Park") is subject to a limited, non-exclusive license ("License") for the benefit of individuals directly affected as a survivor, immediate family member of those that died, or first responder to the Beverly Hills Supper Club Fire event which occurred on May 28, 1977 ("BHSC Group"). This limited, non-exclusive License provides the following:

- a. The right for any person who is a member of the BHSC Group to visit the Park for general memorial and recognition purposes on the date of the anniversary of the Beverly Hills Supper Club Fire which is May 28th (such date of each year the "Anniversary Day").
- b. The right for any person who is a member of the BHSC Group to visit the Park for general memorial and recognition purposes at times other than the Anniversary Day after receipt of prior approval from the Board of Directors of the Association, by making individual and specific requests to the Board of Directors of the Association. Visitation access requested in accordance with this Article III, Section 6, and the procedures and regulations issued pursuant to Article III, Section 6, subsection c), below shall not be unreasonably withheld.
- c. The License is subject to the general rights and obligations of this Declaration, the By-Laws and rules and regulations adopted by the Board of Directors of the Association and such other terms and conditions as may be established, changed or revised in accordance with the By-Laws, provided such restrictions and procedures do not terminate or unreasonably limit the License. The use of the License by the BHSC Group shall not create undue hardship, privacy concerns, or other detriment to a Lot Owner or Lot Owners reasonable enjoyment or use of the Park.
- d. Notwithstanding the provisions of Article XII, Section 6 – Amendment, the License shall not be terminated or this Article III, Section 6 amended without the prior written consent of the City of Southgate, Kentucky. c. Grant family members, first responders, their families, and the public reasonable access to the memorial through a license, easement, or other binding legal instrument on successor title holders in perpetuity.

Ashley has taken steps to include and address your clients' concerns as indicated in the record. We remain committed to listening to community members' constructive input and work with them as to this development. I am hopeful that this meeting can be productive and that we can come to an amicable resolution.

Very truly yours,

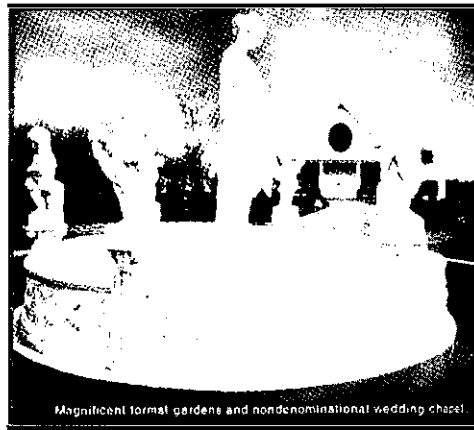


Sarah M. Houseman, Esq.

cc: Mary Ann Stewart, Esq. via email at MStewart@aswdlaw.com

City of Southgate

Beverly Hills Supper Club/Memorial Point Map Amendment



Opponent's Exhibits

- A. Campbell County Planning & Zoning Bylaws
- B. Proposed Memorial Fountain at Cabaret Room
- C. Ky. Rev. Stat. § 381.690, Duty of City to Protect Burial Grounds
- D. Leslie Dischar Henry Affidavit
- E. Campbell County Comprehensive Plan (portion related to fire protection)
- F. NKY Fire Chief's Mutual Aid Agreement

Proposed Supplemental Zone Change Ordinance

Opponent's
Ex. A

**BY-LAWS OF THE
CAMPBELL COUNTY AND MUNICIPAL PLANNING AND ZONING COMMISSION**

Revised: October 14, 2014

ARTICLE 1 – Authority and Purpose

The role, or authority, of the Campbell County and Municipal Planning and Zoning Commission (hereinafter "P&Z") is to serve as the planning unit for unincorporated Campbell County and the areas within each members jurisdiction and to perform the duties and responsibilities placed upon joint planning units by the applicable Kentucky Revised Statutes (KRS), Chapter 100 et seq and the applicable Campbell County Zoning Ordinance and Subdivision Regulations as well as those of each participating municipality. As stated in KRS 100, the purpose of the P&Z is to perform planning functions, or operations, so as to formulate plans for the physical development and the social and economic well-being of the planning unit and the areas they serve. This is accomplished through the preparation and adoption of the Campbell County Comprehensive Plan, the Campbell County Zoning Ordinance, the Campbell County Subdivision Regulations, as well as the Zoning Ordinances of the individual municipalities they serve and other planning studies and practices that P&Z may deem necessary.

ARTICLE 2 – Jurisdiction

As specified in the original agreement that created the P&Z and any subsequent supplement agreement(s), the P&Z serves only its Municipal members and unincorporated areas within Campbell County.

ARTICLE 3 – Appointment and Terms of Members

Members of the P&Z are appointed in conformity with the provisions of KRS 100.133 and any duly adopted agreement(s), which established the P&Z. The P&Z consists of nine (9) members appointed by the Mayors of the Municipal members and the Judge/Executive of the Campbell County Fiscal Court. One appointment shall be made by the Mayor of each Municipal member with the remaining balance being made by the Judge/ Executive for a total of nine (9) members. At least two thirds (2/3) of these members shall be citizen members.

The term of office of each member is four (4) years, except for elected public officials, whose term shall be the same as their official term in office. The term of office shall be staggered and continue in that staggered pattern.

Vacancies on the P&Z during an unexpired term shall be filled within sixty (60) calendar days by the appropriate appointing authority. If the authority fails to act within that period, the P&Z shall fill the vacancy. When a vacancy occurs other than through the expiration of a term of office, it shall be filled for the remainder of that term. All members of the P&Z shall, before entering upon their duties, qualify by taking the oath of office as set forth in Section 228 of the Constitution of the Commonwealth of Kentucky before any judge, notary public, clerk of court, county judge/executive, or justice of the peace within the district or county in which he or she resides.

Removal of a P&Z member during an unexpired term may be made by the resignation of the member or removal by the appointing authority due to inefficiency, malfeasance, conflict of interest, poor attendance, or improper, unlawful or unethical behavior or action.

ARTICLE 4 – Officers and their Duties

The P&Z shall, at its first regular meeting of each calendar year, elect from its membership a Chair, Vice-Chair, Temporary Presiding Officer and any other officers the P&Z deems necessary. These officers must be citizen members and any officer shall be eligible for re-elections at the expiration of his or her term. The specific duties of each officer are listed below.

Chair. The Chair shall be the presiding officer of all business meetings and public hearings of the P&Z. The Chair assures proper order through parliamentary procedure at each meeting or public hearing. The Chair shall serve as the chair of the Executive Committee and shall execute documents on behalf of the P&Z at its direction of the request of its duly authorized representative. The Chair shall set the meeting and public hearing agenda and, where applicable, represents the P&Z before any member legislative unit. The Chair shall act as an “ex-officio” member of any P&Z committee. The Chair is also responsible for making all committee appointments and calling all meetings and public hearings to order.

Vice-Chair. The Vice-Chair shall assist the Chair upon request and shall automatically assume the duties of the Chair in his or her absence, including calling any meeting or public hearing to order.

Temporary Presiding Officer. The Temporary Presiding Officer shall be a citizen member of the P&Z selected by the P&Z to assume duties of the Chair in the absence of the Chair and Vice-Chair. He or she may also preside over business meetings or public hearing in the presence of the Chair and at the request of the Chair.

ARTICLE 5 – Nomination and Election of Officers

The nomination of officers of the P&Z shall be made at its first regular meeting of each calendar year. If there is no business to be conducted at that meeting, the P&Z may meet for the sole purpose of electing officers. An ad hoc committee may be appointed by the Chair in a preceding meeting for the purpose of nominating individuals to each officer position. Election of officers may take place immediately upon nomination and voting may take place by written or voice ballot at the option of the Chair. A nominated member receiving a majority vote shall be declared elected for that particular office and shall serve a term of one (1) year or until his or her successor is nominated and elected. Officer vacancies may be filled by calling a special meeting following the above nomination and election procedures.

ARTICLE 6 – Appointment of Professional staff and Consultants Serving the P&Z

The P&Z may delegate some of its duties to its professional staff. These individuals shall be considered as P&Z's "duly authorized representatives".

Legal Counsel. The P&Z may be represented by an attorney or firm of attorneys selected by the Campbell County Fiscal Court who is qualified to practice law within the Commonwealth of Kentucky. This attorney shall not be a member of the P&Z nor hold an elective or appointive office in a jurisdiction that appoints members to the P&Z. Said attorney should attend regular meetings and other meetings at the request of the Chair. The attorney shall provide legal review, advice and any other services as needed or requested by the Chair, Vice-Chair, Temporary Presiding Officer or staff. Said attorney shall receive as compensation an agreed upon hourly rate or yearly retainer as agreed upon between the attorney and the Fiscal Court.

ARTICLE 7 – Meetings and Hearings

The P&Z shall hold its regularly scheduled meeting on the second Tuesday of each succeeding month at 7:00 P.M., or by call of the Chair, in the Campbell County Courthouse located in Alexandria, Kentucky. Other specially scheduled business meetings may be called by the Chair in accordance with notice requirements included in the KRS. Scheduled business meetings may also be canceled by the Chair due to an emergency, lack of business to conduct or decide, or lack of quorum.

Public hearings shall be held during the course of the business meetings, unless a hearing is known to be of such a magnitude that holding it during the course of a business meeting would disrupt the orderly progression of that meeting. In that event, the Chair may

request that the public hearing be continued or moved to another scheduled date provided it meets regulatory and statutory guidelines regarding the timing and notice of such a meeting. Scheduled public hearings may be canceled by the Chair due to an emergency, or due to the lack of an individual request before the P&Z.

Under no circumstances may the P&Z entertain a request by any citizen for an advisory opinion.

Public hearing testimony by the applicant shall be limited to a total of thirty (30) minutes; for the opposition shall be limited to a total of thirty (30) minutes; and for those in favor or neutral to the application shall be limited to a total of fifteen (15) minutes unless additional time is granted by the Chair for good cause, prior to the start of the hearing. This time limit is exclusive of cross examination. At the discretion of the Chair, only those persons that have registered to speak prior to the start of the meeting may do so.

In order to preserve time, prevent actions designed to disrupt the progress of the hearing and ensure the orderly flow of the hearing, if more than one person is present in support or opposition to the party with the floor, it is encouraged that one person should represent the group.

ARTICLE 8 – Minutes and Records

The P&Z and its committees shall keep minutes and complete records of proceedings pursuant to KRS 100.167 as amended. At a minimum, the minutes shall include findings, determinations, the names of members making and seconding motion, the number of votes for and against each motion, and if any member is absent or disqualified from voting, indicating the reason. Minutes of proceedings and/or committees shall be provided to the entire P&Z prior to the next meeting.

Minutes approved by the P&Z at its official business meeting shall serve as the official record of the P&Z. Minutes need not be read aloud at the business meeting for approval unless a member of P&Z requests a reading for approval and adoption.

ARTICLE 9 – Parliamentary Procedure

Formal action on requests before the P&Z shall only occur at business meetings. The form and character of motions by members of the P&Z shall conform to those stated in **Robert's Rules of Order, revised edition** and motions shall be accompanied by the reasons or basis for the action, including any applicable findings of fact and a summary of the evidence supporting the position. Business may only be conducted once a determination of a quorum

has been made. A majority of the P&Z members shall constitute a quorum. A majority of the quorum present at the business meeting or public hearing shall be required to pass a motion; except a vote of a majority the entire P&Z membership shall be required for the adoption or amendment of the by-laws.

Votes on motions shall be by roll call vote on all applications before the P&Z. A verbal vote may be taken for administrative procedures. Abstentions from voting are counted with the majority in the determination of a motion. A member not wanting his or her vote to be counted shall state the reason(s) therefore into the record prior to the discussion, deliberation, vote, and shall leave the room. Members shall only abstain from voting due to a conflict of interest or any other matter that affects their ability to be unbiased. Passing a vote by a member shall be reflected in the minutes and reflect the majority vote. In the event of a tie vote, the motion proposed shall be defeated.

ARTICLE 10 – Applications, Agendas and Decisions of the P&Z

KRS 100.211 defines, "administratively complete" as a proposal for a zoning map amendment is accurate and complete by meeting all the applicable requirements of this chapter and any other applicable administrative regulatory requirements or approvals formally required by the local legislative body or applicable state law. P&Z is required to make its recommendation to the legislative body within sixty (60) days of the date of the receipt of the administratively complete application for the proposed amendment (unless the applicant waives the 60 day requirement).

Only those applications determined by staff to be complete according to requirements included in the applicable Zoning Ordinance or Subdivision Regulations shall be included on the P&Z's agenda. The determination of completeness shall not be based on the perceived merits of the proposal but on whether all submission requirements have been met.

Copies of the proposed agenda shall be provided to each member no later than six (6) business days preceding the next regular or special meeting. A copy of the minutes from the previous meeting, as well as copies of any applicable staff reports, should also be attached to the agenda.

The decision of the P&Z shall be based upon the evidence and information presented at the public meeting or hearing from whatever source derived, and shall include, but not be limited to, recommendations by P&Z staff or their duly authorized representatives.

ARTICLE 11 – Requirements for the Submission of Requests, Applications and Fees

The requirements for the submission of applications and requests are set forth in the Campbell County Zoning Ordinance, the Campbell County Subdivision Regulations as well as those of the individual municipalities they serve. Applicable fees are set forth in the Campbell County Zoning Ordinance. All applications or requests before the P&Z must be complete or they will not be placed on the agenda and no P&Z action will be taken. Staff shall determine if all necessary information has been submitted; in no case shall this review exceed five (5) business days.

ARTICLE 12 – Instruments and Documents of P&Z Business Meetings and Public Hearings

P&Z shall provide adequate facilities such as a tape recorder and ample microphones to record the entire proceedings of all hearings and meetings. P&Z may provide a court reporter or stenographer for public hearings. Transcripts of any proceedings made therefrom shall be at the expense of the party requesting them at the prevailing rate charged by court reporters in the area.

The official instruments of the P&Z are the record of notice, the agenda, the minutes of each business meeting and public hearing and each project or application/request file. Such instruments are public record and are open to the public for inspection or duplication pursuant to the applicable statutory requirements and responsibilities. The P&Z shall keep accurate and proper minutes and records of the proceedings, including findings and determinations. The minutes shall, among other things, indicate by name, the member making a motion, second to a motion, a member disqualifying himself or abstaining from a motion and how each member voted. All of this shall be immediately, after adoption, filed in the office of the P&Z.

ARTICLE 13 – Committees of the P&Z

The P&Z, as recommended by the Chair, may establish standing committees and committee member assignments by a simple motion passed by a majority of a quorum. The Chair may also appoint a special committee that he or she may deem proper without formal action by the P&Z. These appointments shall be made known to all members of P&Z. Such appointments of special committees shall be recorded in the minutes of the P&Z. The current standing committees of the P&Z are as follows:

Executive Committee. The Executive Committee is composed of officers of the P&Z and is responsible for all functions, operations and duties of the P&Z members and staff.

Zone Change/Concept Plan Committee. At the request of the Chair or vote of majority of a quorum of P&Z, the Zone Change/Concept Plan Committee reviews and offers a recommendation to the P&Z on Zoning Map Amendment and Concept Development Plan requests.

Committee meetings shall be held in accordance with the adopted schedule by the P&Z. Such meetings shall be open to the public and public notification shall be made in advance of said meeting as to the date, time and place of said meeting. This notice shall be in compliance with all notification requirements set forth in KRS 100, et seq.

In the event of a conflict of interest regarding one or more committee members on a particular matter, he or she shall announce said conflict and remove themselves from participation and the Chair shall appoint an interim committee member to serve on that single matter.

ARTICLE 14 – Conduct and Attendance of P&Z Members

Members of the P&Z shall be prepared and be on time for each regularly scheduled business meeting, Committee Meeting and Public Hearing. Members who have a direct or indirect financial interest in the outcome of an application pending before the P&Z shall disclose the conflict at the beginning of discussion; shall not participate in the ensuing discussion on behalf of the P&Z; and shall abstain and/or recuse themselves from the vote on the matter. For the purposes of this Article, it should be noted that "indirect financial interest" as used in KRS 100.171(1) and these Bylaws is not defined. However, members should not equate indirect financial interest with speculative interest. A direct interest affects the member's immediate personal or financial interest. An indirect interest affects that status through an intervening party, such as a close family member

During business meetings and public hearings, the P&Z shall give the public fair and reasonable opportunity to speak, subject to any applicable time limitations. Public comments shall be addressed during public hearings and business meeting to the Chair or other presiding officer. When a public comment is irrelevant, inflammatory or prejudicial, the Chair may instruct the P&Z to disregard the comment.

Any P&Z member absent from three (3) consecutive business meetings or public hearings or five (5) business meetings during the course of a calendar year, without being excused by the Chair, may be removed for cause, or neglect of duty in accordance with Article 3 of these bylaws.

ARTICLE 15 – Orientation and Continuing Education

Each member and staff shall comply with the training and education requirements established by House Bill 55 (HB55). Each member and staff shall be responsible for obtaining written documentation of any continuing education course for which credit is claimed. That documentation shall be filed with the secretary of the P&Z.

ARTICLE 16 – Duties of the Chair Regarding Public Conduct Before the P&Z

During all meetings, the public has a duty and obligation to remain in civil order. Any conduct that interferes with the equitable rights of others to provide comment or which interferes with the orderly progression of business of the P&Z, the individual or individuals will be ruled "out of order" by the Chair and the Chair shall direct the offenders to remain silent. Once this occurs and the disruptive behavior continues, the Chair shall instruct the offender(s) to leave the room. If the person(s) fail(s) to comply, the Chair, or his designee, shall then contact the Campbell County Police Department or other legal authorities to remove the individual(s) from the room where the meeting is being held for the benefit of the public.

ARTICLE 17 – Recording of Final Plats

All final plats approved by the P&Z shall be recorded by the applicant at the expense of the applicant at the office of the County Court Clerk.

ARTICLE 18 – Separability/Severability

Should any article of these bylaws be found to be unlawful by any Court, for any reason whatsoever, the remaining articles shall remain in full force and effect as each and all of them are severable from one another.

ARTICLE 19 – Reimbursement or Compensation

Reimbursement for expenses or compensation, or both may be authorized for citizen members of the P&Z. Reimbursement for expenses may be authorized for public officials and employees of participating cities and counties who are members or staff of the P&Z, but such members shall receive no additional compensation.

ARTICLE 20 – Adoption and Amendment of By-Laws

These P&Z by-laws shall be binding upon review by the members thereto and legal counsel and upon adoption by a majority vote of the general membership of the P&Z. These by-laws may be amended by a majority vote of the general membership of the P&Z. Proposed amendments to the duly adopted by-laws shall be presented to the P&Z members for consideration at least seven (7) days before the P&Z takes action on them. The date of the meeting where the action is proposed shall count as one of the seven (7) days. Adoption or amendment of these by-laws takes effect immediately following a successful vote.

THESE BY-LAWS WERE ADOPTED AND APPROVED BY THE CAMPBELL COUNTY AND MUNICIPAL PLANNING AND ZONING COMMISSION AND MADE EFFECTIVE THIS 14th DAY OF October, 2014.


JUSTIN VERST
CHAIR

ATTEST:


CYNTHIA MINTER
DIRECTOR

Opp. Ex.
B

Magnificent formal gardens and nondenominational wedding chapel.

Opp. Ex - C

381.690 Protection of burial grounds by cities.

Whenever any burial grounds lie within the corporate limits of a city the governing authorities of the city shall protect the burial grounds from being used for dumping grounds, building sites, playgrounds, places of entertainment and amusement, public parks, athletic fields or parking grounds.

Effective: October 1, 1942

History: Recodified 1942 Ky. Acts ch. 208, sec. 1, effective October 1, 1942, from Ky. Stat. sec. 2741p-1.

Opponent's
Ex. D.

AFFIDAVIT

The affiant, Leslie Dischar Henry, under oath after being duly sworn, testifies as follows:

1. My name is Leslie Dischar Henry. I am over the age of eighteen, am a citizen of Wilder, Campbell County, Kentucky and have personal knowledge of the facts I am testifying about herein.
2. My mother, Rose Dischar, worked as a cocktail waitress at the Beverly Hills Supper Club in Southgate, Kentucky. She was a cocktail waitress and primarily worked in the cabaret room at the supper club. Mom worked on the night of May 28, 1977.
3. On the night of May 28, 1977, my mother died in the fire. Mom's body was not immediately discovered during the recovery and demolition of the site immediately after the fire.
4. After her body was not immediately recovered, investigators finger printed her car, to assist in identifying her body.
5. Two weeks after the fire, the coroner and investigators believed they had recovered my mom. They presented us with a torso they believed was my mother, Rose. The torso lacked a head, arms, or legs.
6. I knew it was most likely my mother because of one very personal and distinguishable feature. I recall my mother was on her menstrual cycle the week of the fire. The torso that was returned to us had a tampon in the vaginal area.
7. DNA evidence did not exist at the time. We trusted Coroner Fred Stine, the Southgate fire fighters, and other volunteers who meticulously searched the site for weeks to try to find remains of my mom. We appreciate all of their efforts.
8. We buried what we believed was mom's torso.

9. To this day, my family has never received any other portion of Rose's body. It is my belief her remains are buried at the Beverly Hills Supper Club site, most likely in the area of the cabaret room where she worked so hard so my siblings and I would have a better life.

10. To me and my family my beloved mother, Rose Dischar's final resting and burial ground is the site of the Beverly Hills Supper Club.

11. I have often climbed the hill, with my own daughter, to visit the site where my beautiful mother lost her life to grieve and share with my children her memory.

12. I am disheartened and offended I have not been part of any collaborative discussions to seek out my wishes for the proposed Beverly Hills memorial or how to protect my mother's burial grounds.

FURTHER AFFIANT SAYETH NAUGHT.

Leslie Dischar Henry

LESLIE DISCHAR HENRY

COMMONWEALTH OF KENTUCKY

COUNTY OF CAMPBELL

}
}
} SCT.

The foregoing was sworn and subscribed by Leslie Dischar Henry on this 4th day of August, 2020.

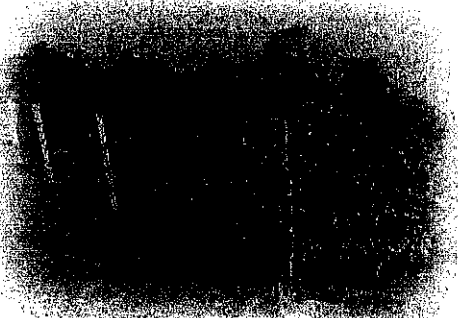
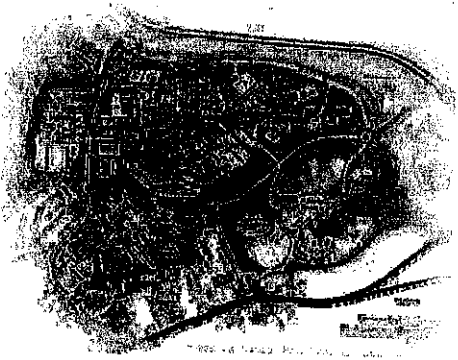
Jan Myrsk

Notary Public, State-At-Large
My Commission Expires: 01/22/21

Opponent's Ex.
E

Campbell County Comprehensive Plan Update

May 2008



Campbell County & Municipal Planning & Zoning Commission

Serving Unincorporated Campbell County
and the Cities of Lexington, Lenoir, and
Silver Grove

JE JACOBS



Comprehensive Plan Update

Campbell County, Kentucky



Intergovernmental Coordination

Goal: Work with the surrounding governmental agencies and communities of: Alexandria, Bellevue, California, Cold Spring, Crestview, Dayton, Ft. Thomas, Highland Heights, Melbourne, Mentor, Newport, Silver Grove, Southgate, Wilder and Woodlawn, as well as adjacent Counties, to promote high quality places to live, work and play.

Objectives:

- Encourage and promote communication at all levels with surrounding communities.
- Respect and support the various land use planning efforts and plans as may be adopted and amended by the surrounding Cities and Counties.
- Develop strategies for facilitating coordination regarding planning, transportation and infrastructure in areas surrounding a border between a municipality and the County to ensure a seamless, attractive and well-functioning environment.
- Evaluate strategies for creating a coordinated administrative process for development that maintains local control and reflects locally-derived standards.
- Support and coordinate with the initiatives developed through the regional *Vision 2015* plan, the Northern Kentucky Chamber of Commerce, Kentucky Tri-County Economic Development Corporation (Tri-ED), and other regional initiatives
- Create, maintain and regularly update a county-wide coordinated mapping system (Geographic Information Systems).
- Ensure that government offices and services are accessible to all residents of Campbell County by consciously managing facility locations, public information dissemination and use of information technology to maximize the general public's access.
- Provide an effective program of public safety to prevent, where possible, and minimize, when necessary, injury or damage to persons or property, using intergovernmental coordination agreements to ensure seamless coverage of the County's residents and businesses.
- Evaluate the potential adverse impacts on viable farmland during decision-making processes regarding public sector infrastructure improvements.
- Work with Northern Kentucky University (NKU) and surrounding communities to create a unified land use plan for the areas surrounding the University.

Comprehensive Plan Update

Campbell County, Kentucky



RECOMMENDATIONS FOR PARK AND RECREATION

In February 2002, Campbell County completed its Parks and Recreation Master Plan, which included a detailed inventory of the County's existing parks and recreational facilities. The Plan identified a total of 999 acres of County-owned park facilities, as well as 47 City parks and 12 school sites that provided recreational opportunities. The Parks and Recreation Master Plan identified community parks, neighborhood parks and mini-parks.

The Parks and Recreation Master Plan identifies specific recommendations for improvements to many of the inventoried parks, evaluates demand for various recreational activities and projected existing and future need for additional park facilities in non-specific areas of the County. The Parks and Recreation Master Plan also include a consensus-based ranking of proposed improvements and new facilities. The reader is encouraged to review this Master Plan in conjunction with the recommendations of the County Comprehensive Plan Update.

RECOMMENDATIONS FOR THE FIRE PROTECTION PLAN

As was the case with the 2000 Plan Update, there continues to be a shift in population and housing development to the central and southern portions of the county. This trend is expected to continue with the 2007 opening of the Eastern Regional Wastewater Facility and upgrades to the transportation network. Based on the continued projected growth in these areas, this plan continues to suggest that fire protection services in the central and southern areas need to be continuously reviewed as new developments are proposed and may require the location of a new fire station, in addition to the existing stations, in order to provide adequate response times, staff and equipment to all areas of the County. It is highly recommended that the appropriate fire district be included in the review of non-residential use and residential subdivision approval to ensure adequacy of fire protection and emergency medical services.

Recommended Standards for the Distribution of Fire Companies

BASIC FIRE FLOW	NUMBER OF COMPANIES REQUIRED	FIRE FLOW DURATION (3)
500-1,000 GPM (2) Ladder Companies	1 engine company within 2-1/2 miles 1 company within 2-1/2 miles	2 hours
1,250-2,500 GPM Ladder Companies	2 engine companies within 1-1/2 miles 1 company within 2-1/2 miles	2 hours
3,000-3,500 GPM Ladder Companies	2 engine companies within 1-1/2 miles 1 company within 2-1/2 miles	3 hours

(1) Total number of companies required in an area the size of Northern Kentucky would be based on the distribution standards as contained herein.

(2) Gallons per minute.

(3) A water system capable of delivering at least 250 gpm for a period of two hours, plus consumption at the maximum daily rate.

SOURCE: Fire Suppression Rating Schedule of ISO commercial Risk Services, Inc., as coordinated with the Insurance Services Office, 1980.

PREPARED BY: Northern Kentucky Area Planning Commission, 2000.

Opp. EX
F

**NORTHERN KENTUCKY FIREFIGHTERS' ASSOCIATION
MUTUAL AND AUTOMATIC ASSISTANCE CONTRACT**

WHEREAS, it is the expressed desire of the various emergency services, located in the counties of Boone, Campbell, Kenton, Grant, Gallatin, Owen, Carroll, and Pendleton, Commonwealth of Kentucky, to agree to unite by contract for the purpose of rendering both emergent & non-emergent mutual aid, assistance, manpower, and equipment to each other, in the event of emergency situations arising within their individual jurisdictions, wherein their own manpower and equipment is deemed inadequate or unavailable, and;

WHEREAS, the citizens served by all parties, having the desire to contract as aforementioned, will be better protected in life and limb, as well as in property, by having available the mutual aid, assistance, manpower, and equipment, of other parties to this contract should an emergency arise wherein their respective forces are deemed inadequate or unavailable to meet such emergency, and;

WHEREAS, the preservation of life, limb, and property, of the citizens of the various communities desiring to contract herein depends upon having the available possible aid, assistance, manpower, equipment, and knowledge;

THEREFORE, this contract is entered into upon the following terms and conditions, by and between the parties hereto, with the mutual promises of each to the other as consideration therefore;

I. PRIMARY RESPONSIBILITY

No provision of this contract shall be construed as to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered to be necessary to the community or area for which they are primarily responsible.

Further, it is agreed that all such assistance is dependent upon the availability of non-committed apparatus, personnel, and equipment in each jurisdiction as determined by the officer in charge of each department.

Nothing contained herein shall affect existing, or future contracts whereby one party agrees to provide primary emergency services for another party

II. REQUESTS FOR AID (BY WHOM MADE)

A request for aid, assistance, manpower, or equipment, under the provisions of this contract, shall be made only by the Fire Chief, Acting Fire Chief, or other person in command of an emergency response unit, as party to the contract.

III. AUTOMATIC RESPONSE

The respective apparatus, personnel, and equipment from the individually identified fire protection districts, fire departments, & EMS agencies of the Northern Kentucky Firefighters' Association shall be automatically and simultaneously dispatched on the first alarm to reports of various emergency situations and multiple unit responses through the public safety communications center of their respective jurisdictions via pre-determined response assignments.

The individually identified fire protection districts, fire departments, & EMS agencies, by signatures affixed, agree to respond to all emergency situations and multiple unit responses as assigned with the appropriate fire apparatus, personnel, and equipment upon notification from the public safety communications center of their respective jurisdictions.

IV. EMS AGENCIES & UNITS AVAILABLE

Emergency Medical Services provided by the individually identified fire protection districts and fire departments of the Northern Kentucky Firefighters' Association contained within this agreement must comply with regulations and statutes as set forth by the Kentucky Board of EMS (KBEMS). Regulations pertaining to mutual aid agreements of these EMS Agencies are explained in 202 KAR 7: 555 Ground Agencies. See Appendix A for EMS information.

V. CHARGES

No charge shall be made to or by any party to this contract for the services rendered under this contract, except as hereinafter provided, it being the expressed intention of the parties hereto that the sole consideration is the mutual promise, each to the other, of rendering aid, assistance, manpower, or equipment, to each other, under the terms herein.

Any costs incurred by responding mutual aid organizations shall be consistent with SARA Title III Regulations, in cooperation with the requesting emergency response organization.

Except as otherwise provided, it is understood that a recipient shall compensate a provider reasonable and documented expenses incurred by the provider as a result of providing assistance to the recipient. Such reimbursements shall commence twelve (12) hours after the provider support is on scene. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed upon in writing by a recipient and a provider.

- A. Personnel – During the period of assistance the provider shall continue to pay its employees according to its then prevailing ordinances, rules, and

regulations, or contracts. However, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.

- B. **Equipment, Materials, and Supplies** – A provider shall be reimbursed for the use of its equipment during the period of assistance in accordance with the rates as established by their County Association. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228.

A provider shall pay for all repairs to its equipment as determined necessary by its on-site officer to maintain such equipment in safe and operational condition.

At the request of the provider, fuels, miscellaneous supplies and minor repairs may be provided by a recipient, if practical, with the value of those items to be deducted from the amount of any insurance proceeds received by the provider.

- C. **Record Keeping** – A provider must maintain records and submit invoices for reimbursement in accordance with the procedures and format used or required by FEMA, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) circulars.

- D. **Payment** – The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practical after the costs and expenses are incurred, but not later than sixty (60) days following the period of the assistance, unless modified by mutual agreement.

VI. DAMAGES, LOSSES, INJURIES

The parties hereto mutually agree that no party rendering aid, assistance, manpower, or equipment, under the provisions of this contract, shall seek damages or reimbursement for loss or injury to equipment from any party hereto requesting such aid, assistance, manpower, or equipment; the parties also agree that they will not seek any damages for reason of injury or death to a member of a force of such party while engaged in rendering service under the terms of this contract, it being mutually agreed between the parties hereto, that the responding party shall be solely responsible for any loss or damage sustained by third parties injured or damaged by any act of said responding party of rendering aid, assistance, manpower, or equipment, under the terms of this contract.

VI. STATUTORY PROVISION

This contract is entered pursuant to KRS 95.830 and KRS 75.050, which are incorporated by reference, and said legal powers and duties are reaffirmed as part of this contract.

VII. TERM OF CONTRACT

This agreement shall be in effect for a period of three (3) years from the effective date thereof, and shall be automatically renewed for successive periods of three (3) years as to all parties, unless termination and notice to withdraw is completed no later than thirty (30) days prior to the expiration of the term.

This agreement supersedes all previous Northern Kentucky Firefighters' Association Mutual and Automatic assistance contracts and these previous contracts are considered expired as of the date this agreement is executed.

In Witness Whereof, the undersigned, through its duly authorized agent(s) or representative(s), hereunto sets its hand this _____ day of _____, 20_____.

Approved:

ORGANIZATIONAL REPRESENTATIVE

REPRESENTATIVE TITLE

PARTY (ORGANIZATION)

Northern Kentucky Firefighters Association

Mutual Aid Contract

APPENDIX A: EMS AGENCIES & UNITS

I. EMS UNITS

Units shall be listed per each county and department (See the tables below). The Level of services (ALS/BLS) provided shall be listed per each department also.

II. ON SCENE COORDINATION

All units on scene will follow the National Incident Management System (NIMS) for scene control and coordination. Incident Command of the scene shall retain full control of all units, personnel, and resources and dispense those units, personnel, and resources as to mitigate the incident. Medical Direction by for each agency shall follow their departmental SOG/SOP/Protocol.

III. COMMUNICATIONS

All dispatching and communications for all identified fire protection districts, fire departments, & EMS agencies, by signatures affixed, will adhere to and follow by the SOG/SOPs from the Public Communications center of their respective jurisdictions.

IV. INFORMATION SHARING

Any and all information needed for an incident shall be exchanged in accordance with federal and state laws as well as departmental SOG/SOPs. All patient information shall also be exchanged in accordance with HIPAA regulations.

Northern Kentucky Firefighters Association Mutual Aid Contract

BOONE COUNTY

<u>AGENCIES</u>	<u>ALS/BLS SERVICES</u>	<u>UNIT(S)</u>
• Belleview-McVile Fire Protection District 6900 McVile Rd, Burlington KY 41005	ALS/BLS Ambulance BLS First Response	1164
• Burlington Fire Protection District 6050 Firehouse Dr, Burlington KY 41005	ALS/BLS Ambulance ALS/BLS First Response	714,715
• Cincinnati/Northern Kentucky International Airport 2100 Tower Drive, Hebron KY 41048	ALS/BLS Ambulance ALS/BLS First Response	964,965
• City of Florence Fire Dept./Florence Fire Protection District 1152 Weaver Rd, Florence KY 41042	ALS/BLS Ambulance ALS/BLS First Response	113,114,115
• Hebron Fire Protection District 3120 N Bend Rd, Hebron KY 41048	ALS/BLS Ambulance ALS/BLS First Response	364,365
• Petersburg Fire Protection District 3018 Second St, Petersburg KY 41080	BLS Ambulance BLS First Response	1214
• Point Pleasant Fire Protection District 3444 Turfway Rd, Erlanger KY 41018	ALS/BLS Ambulance ALS/BLS First Response	1364
• Union Fire Protection District 9611 US-42, Union KY 41091	ALS/BLS Ambulance ALS/BLS First Response	664,665
• Verona Fire Protection District 14924 Walton-Verona Rd, Verona KY 41092	ALS/BLS Ambulance BLS First Response	864
• Walton Fire Protection District 12600 Towne Center Dr, Walton 41094	ALS/BLS Ambulance ALS/BLS First Response	313,314

CAMPBELL COUNTY

<u>AGENCIES</u>	<u>ALS/BLS SERVICES</u>	<u>UNIT(S)</u>
• Alexandria Fire Protection District 7951 Alexandria Pike, Alexandria KY 41001	ALS/BLS Ambulance ALS/BLS First Response	181,182
• Fire Department of Bellevue Dayton 514 6 th Ave, Dayton KY 41074	ALS/BLS Ambulance ALS/BLS First Response	280
• Central Campbell County Fire District 4113 Alexandria Pike Cold Spring KY 41076	ALS/BLS Ambulance ALS/BLS First Response	481,482
• Campbell County Fire District #1 6844 Four Mile Rd, Melbourne, KY 41085	ALS/BLS Ambulance BLS First Response	581,572
• Fort Thomas Fire Department 130 N Ft Thomas Ave, Ft Thomas KY 41075	ALS/BLS Ambulance ALS/BLS First Response	680
• Newport Fire Department 998 Monmouth St, Newport KY 41071	ALS/BLS Ambulance ALS/BLS First Response	981,982
• Southern Campbell Fire District 1050 Race Track Rd, Alexandria KY 41001	ALS/BLS Ambulance BLS First Response	1280
• Southgate-Wilder EMS 128 Electric Ave, Southgate KY 41071	ALS/BLS Ambulance BLS First Response	1380

Last Revised: April 24, 2019

Northern Kentucky Firefighters Association Mutual Aid Contract

GRANT COUNTY

<u>AGENCIES</u>	<u>ALS/BLS SERVICES</u>	<u>UNIT(S)</u>
• Corinth Fire Department (W/Dry Ridge Fire Department) 10995 Dixie Hwy, Corinth KY 41010	BLS Ambulance BLS First Response	EC-1
• Dry Ridge Fire Department 31 Broadway St, Dry Ridge KY 41035	ALS/BLS Ambulance ALS/BLS First Response	EC-3, EC-4
• Crittenden Fire Department (W/Dry Ridge Fire Department) 104 North Main St, Crittenden KY 4130	BLS Ambulance BLS First Response	EC-2

KENTON COUNTY

<u>AGENCIES</u>	<u>ALS/BLS SERVICES</u>	<u>UNIT(S)</u>
• Covington Fire Department 100 E Robbins St, Covington Ky 41011	ALS/BLS Ambulance ALS/BLS First Response	1,2,3,4,8
• Crescent-Villa Fire Authority 770 Overlook Dr, Crescent Springs KY 41017	ALS/BLS Ambulance ALS/BLS First Response	514,516
• Edgewood Fire/EMS 385 Dudley Rd, Edgewood KY 41017	ALS/BLS Ambulance ALS/BLS First Response	164
• Elsmere Fire District 401 Garvey Ave, Elsmere KY 41018	ALS/BLS Ambulance ALS/BLS First Response	415
• Erlanger Fire/EMS 515 Graves Ave, Erlanger KY 41018	ALS/BLS Ambulance ALS/BLS First Response	63,64
• Fort Mitchell Fire Department 2355 Dixie Hwy, Ft. Mitchell KY 41017	ALS/BLS Ambulance ALS/BLS First Response	14,16
• Fort Wright Fire Department 409 Kyles Ln, Ft. Wright KY 41017	ALS/BLS Ambulance ALS/BLS First Response	763,764
• Independence Fire Protection District 1980 Delaware Crossing, Independence KY 41051	ALS/BLS Ambulance ALS/BLS First Response	463,464
• Ludlow Fire Department 234 Oak St, Ludlow KY 41016	ALS/BLS Ambulance BLS First Response	215
• Piner-Fiskburg Fire District 1851 Bracht-Piner Rd, Morning View KY 41063	BLS Ambulance BLS First Response	1264
• Ryland Heights Fire/EMS 10041 Decorsey Pike, Ryland Heights KY 41015	BLS Ambulance BLS First Response	564
• Taylor Mill Fire Department 5231 Taylor Mill Rd, Taylor Mill KY 41017	ALS/BLS Ambulance ALS/BLS First Response	814,815

PENDLETON COUNTY

<u>AGENCIES</u>	<u>ALS/BLS SERVICES</u>	<u>UNIT(S)</u>
• Northern Pendleton Fire District 5900 Hwy 154, Butler Ky 41006	BLS Ambulance BLS First Response	2870,2871

**CITY OF SOUTHGATE
CAMPBELL COUNTY, KENTUCKY**

ORDINANCE 20-07

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF SOUTHGATE FOR APPROXIMATELY 78 ACRES FROM PROFESSIONAL OFFICE (PO) ZONE TO A COMBINATION OF GENERAL COMMERCIAL (GC) ZONE, RESIDENTIAL THREE (R-3) AND RESIDENTIAL ONE E (R-1E) WITH A RESIDENTIAL CLUSTER DEVELOPMENT (RCD) FOR PROPERTY LOCATED ALONG US 27 IN SOUTHGATE KY SOUTHGATE, CAMPBELL COUNTY KENTUCKY.

WHEREAS, the Southgate City Council has heretofore adopted an Official Zoning Map for the City of Southgate, Kentucky; and

WHEREAS, a written request has been received by a developer jointly with the City of Southgate and acknowledged by the property owner through a sale agreement to modify the Official Zoning Map to modify the Professional Office (PO) zone to a combination of General Commercial (GC), Residential Three (R-3) and Residential One E (R-1E) with a Residential Cluster Development (RCD) zones for parcels PIDN references 999-99-11-021.00 and 999-99-10-976.00; and

WHEREAS, this propose zone change includes approximately 4.6 acres to be rezoned to General Commercial (GC), approximately 28.9 acres to be rezoned to Residential Three (R-3) and approximately 44.5 acres to be rezoned to Residential One E (R-1E) with a Residential Cluster Development (RCD) overlay (see attachment);

WHEREAS, Article VIII, Section 8.4 of the Southgate Zoning Ordinance identifies that zones bordering rights-of-way shall be extended out to the centerline of the rights-of-way.

WHEREAS, the Campbell County & Municipal Planning & Zoning Commission held a public hearing on July 14, 2020 during which they reviewed materials submitted and heard testimony by staff, the applicant and interested persons;

WHEREAS, having acted to unanimously approve the proposed zone change with the adjacent rights of way at this hearing, the Campbell County & Municipal Planning & Zoning Commission has submitted its findings and supporting documentation to the City of Southgate City Council for further action;

WHEREAS, certain residents and other stakeholders have raised concerns about remains of loved ones who died in the Beverly Hills Supper Club fire whose remains are situated on a portion of the property to be rezoned;

WHEREAS, the city wishes to classify the affected area, where the Cabaret Room once existed and where the remains of people who died still lie, as a burial site protected under Ky. Rev. Stat. §381.690; and

WHEREAS, the City of Southgate City Council having reviewed the proposed zoning map amendment, hereby concurs with the recommendation of the Planning Commission to approve this zone map amendment request with certain conditions necessary to preserve the burial site in the location of the Cabaret Room.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOUTHGATE, COUNTY OF CAMPBELL, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Subject to the following conditions, that the official zoning map for City of Southgate is hereby modify from Professional Office (PO) Zone to a combination approximately 4.6 acres to be rezoned to General Commercial (GC), approximately 28.9 acres to be rezoned to Residential Three (R-3) and approximately 44.5 acres to be rezoned to Residential One E (R-1E) with a Residential Cluster Development (RCD) overlay plus adjacent rights of way for the area for parcels along US 27 identified as PIDN references 999-99-11-021.00 and 999-99-10-976.00 in Southgate KY and the adjacent public right of way, referencing the attached exhibits.

Conditions:

1. That the property at the site formerly occupied by the Beverly Hills Supper Club's "Cabaret Room" be set aside from the development as a park and greenspace and that agreed upon terms between Beverly Hills Supper Club, Respect the Dead, LLC or its successor non-profit, the developer, and city relative to the excavation and clearing of the area of the property making up the cabaret room be added to the development agreement; AND

2. That Beverly Hills Supper Club Fire, Respect the Dead, LLC or its successor non-profit be permitted by the bylaws or governing documents of the development's homeowner's or other governing association to a erect a suitable monument and memorial fountain to those who lost their lives; provided such monument will be approved by the homeowner's or other governing association (such approval not to be unreasonably withheld) and the developer Beverly Hills Supper Club, Respect the Dead, LLC or its successor non-profit, Ashley Development, and the City shall agree and commit to \$50,000.00 each for the memorial fountain and the public shall have reasonable access to the memorial fountain; AND

3. That Beverly Hills Supper Club Fire, Respect the Dead, LLC or its successor non-profit shall have two years to erect such a suitable monument, and should it fail to do so, its right to do so shall expire and be extinguished;

4. The developer shall assist the Southgate Volunteer Fire Department with fundraising for appropriate fire apparatus to serve the development and the City.

5. That these conditions be incorporated into the development agreement; and that Beverly Hills Supper Club Fire, Respect the Dead, LLC be a party to and intended third party beneficiary of the development agreement to the extent the agreement incorporates these conditions.

Read by title and a summary given on the _____ day of _____, 2020.