

Madison City Council Meeting
Tuesday, January 19, 2021 @ 5:30 pm
Agenda

- A. Lord's Prayer/Pledge of Allegiance
- B. Calling of Roll and notice of absentees
- C. Reading, approving, correcting, or disposing of minutes from prior meeting
- D. Presentation of petitions, memorials, remonstrance's, introduction of motions and guests
 - MPD Life Saving Medal of Honor Awards to Patrolmen Guzman and Wehner
 - Human Trafficking Awareness
- E. Resolutions or bills
 - Resolution 2021-1: Purpose of Purchasing Certain Real Property
 - Ordinance 2021-1: Establishing 3-Way Stop for Traffic at the Intersection of Ross/Highland Sts.
(Sponsored by A. Creech)
- F. Reports, recommendations, and other business from standing/select committees of the city council
- G. Reports of City Officials
(Reports will be submitted at the 1st meeting of each month, unless you choose to request one/some earlier)
- H. Bills on third reading
- I. Bills on second reading
- J. Miscellaneous
- K. Public Comments
- L. Mayor's Comments
- M. Next Council Meeting Tuesday, February 2, 2021 @ 5:30 pm.
- N. Motion to Adjourn

Title VI Voluntary Public Involvement Survey

The City of Madison is conducting a voluntary survey to gather information about the populations affected by proposed projects. The survey is on our website: Madison-in.gov: Title VI Compliance Survey. If you choose to participate, simply complete the survey online.

**COMMON COUNCIL
JANUARY 5, 2021**

The Common Council of the City of Madison, Indiana, met in regular session at 5:30 P.M. at City Hall, 101 W. Main Street.

Mayor Courtney opened the meeting with the Lord's Prayer followed by the Pledge of Allegiance to the Flag.

Present: Thevenow, Creech, L. Dattilo, Rampy, Chatham, Bartlett and D. Dattilo (7-0).

MINUTES:

Rampy made a motion to approve the December 22, 2020 minutes, seconded by L. Dattilo. All in favor, motion carried (7-0).

ELECTION OF COUNCIL PRESIDENT PRO TEMPORE:

D. Dattilo made a motion to name Katie Rampy as the 2021 Council President, seconded by L. Dattilo. All in favor, motion carried (7-0).

RESOLUTIONS OR BILLS:

BILLS ON THIRD READING:

**ORDINANCE NO. 2020-19 (CHATHAM)
AN ORDINANCE OF THE COMMON COUNCIL
OF THE CITY OF MADISON, INDIANA
TO CREATE THE POSITION OF DEPUTY MAYOR**

Roll call: Chatham – Y, Thevenow – N, Rampy – Y, Creech – Y, L. Dattilo – Y, D. Dattilo – N, Bartlett – Y. Ordinance No. 2020-19 is passed (5-2).

AMENDED ORDINANCE NO. 2020-13 (RAMPY & CHATHAM)

**AN AMENDED ORDINANCE FIXING SALARIES
OF APPOINTED OFFICERS AND EMPLOYEES
OF THE CITY OF MADISON, INDIANA FOR THE YEAR 2021**

Roll call vote: Rampy – Y, Thevenow – N, Chatham – Y, Creech – Y, L. Dattilo – Y, D. Dattilo – Y, Bartlett – Y. Amended Ordinance No. 2020-13 is passed (6-1).

MAYOR'S COMMENTS:

Mayor Courtney noted the Corona Virus has had a big impact on the county with over 2200 cases and 37-38 deaths. The city should be getting their first shipment of the Moderna vaccine next Monday according to the Health Department. The status of the county is currently orange and Courtney urged the community to take all precautions. He suspects with the current

statistics we could be moving to red. The capital improvement plan was adopted and work and study on it will continue. On January 26 the Park Board will be holding a public hearing for new golf course rates and for the city campground. If adopted the new rates should free up over \$1.5 million in revenue for park improvements over the next five years.

D. Dattilo reported that he has had numerous calls complimenting the city's Christmas decorations.

Mayor Courtney thanked Hannah Fagen for the beautiful Christmas decorations and the street department as well as all the donors and volunteers to make it all happen. Courtney also reported that there are extensive talks with INDOT to address speeding and cross walk safety. The situation with heavy truck traffic on Hanging Rock Hill is being addressed with improved signage and lowering weight limits. Discussion with INDOT on East end traffic is ongoing as they are focusing on crosswalks from Walnut Street and to the East all the way to the bridge. More signage and lighting for this area is also part of the plan. Controlling semi-truck traffic on Main Street also continues to be a priority. Councilman Thevenow, on behalf of the east end community, also thanked the Mayor for the signage improvement for the new bridge approach.

Next council meeting is Tuesday, January 19, 2021 at 5:30 P.M. at City Hall.

D. Dattilo made a motion to adjourn, seconded by Creech. All in favor, motion carried (7-0).

Meeting adjourned at 5:52 P.M.

APPROVED:

President Pro Tempore,

Rick Berry, Clerk-Treasurer

Tammy Acosta

From: John Wallace <jwallace@madisonpd.com>
Sent: Tuesday, January 5, 2021 11:15 AM
To: Bob G. Courtney; Tammy Acosta; Mindy McGee; Ben McKay
Attachments: image002.png

Tammy,

Please place me on the January 19, 2021, City Council Meeting agenda. I will be presenting two life saving medals of honor to Patrolman Chad Wehner and Patrolman Adam Guzman. Thank you.

--



John I. Wallace
Chief of Police
621 West Street
City of Madison, Indiana
812-265-3347

RESOLUTION NO. ____-2021

A RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF MADISON, INDIANA FOR THE PURPOSES
OF PURCHASING CERTAIN REAL PROPERTY

WHEREFORE pursuant to I. C. 36-1-10.5-5(1), the Common Council of the City of Madison, Indiana (the "Council") has determined that it is interested in the purchase of certain real property more particularly described in "Exhibit A" (the "Property") attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madison, Indiana as follows:

1. That the Council hereby expresses and confirms its interest in making a purchase of the Property.
2. That the Council has reviewed the terms of the Purchase and Sale Agreement and Addendum to Purchase and Sale Agreement attached as "Exhibit B" and the appraisals attached as "Exhibit C" and believes this purchase to be in the best interest of the City.
3. That the Council hereby appoints the Mayor and the Board of Public Works (the "Works Board") as its "purchasing agent" and to have them finalize the terms of the Purchase and Sale Agreement and Addendum to Purchase and Sale Agreement as required by law.

This resolution shall be in full force and effect from and after its adoption by the Common Council of the City of Madison, Indiana.

DULY ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MADISON,
INDIANA this ____ day of _____, 2021.

Councilman

Bob G. Courtney, Mayor
City of Madison

(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer

Presented by me to the Mayor of the City of Madison, Indiana, on this _____ day of
_____, 2021.

Rick Berry, Clerk-Treasurer

“EXHIBIT A”

A part of Lot No. Four (4), in Block Five (5), Scotts Garden Addition to the City of Madison, Indiana, described as follows:

Beginning at the northeast corner of said lot; thence west with the south line of First Street forty (40) feet; thence south parallel with Harrison Street one hundred sixty-eight (168) feet, more or less, to an alley; thence east with said alley, forty (40) feet, more or less, to the west line of Harrison Street; thence north to the place of beginning.

Being and intended to be the real estate conveyed to Richard L. Peak and Michael J. Peak by Quit-Claim Deed dated November 22, 2008 and recorded December 8, 2008 as Instrument No. 2008-05505 in the Recorder’s Office of Jefferson County, Indiana.

Property Address: 822 E. First Street, Madison, Indiana 47250
Parcel No. 39-13-02-144-004.000-007

.....
The east half of Lot Five (5), in Block Two (2), in Scott’s Garden, City of Madison.

Being and intended to be the real estate conveyed to Richard L. Peak and Michael J. Peak by Quit-Claim Deed dated November 22, 2008 and recorded December 8, 2008 as Instrument No. 2008-05505 in the Recorder’s Office of Jefferson County, Indiana.

Property Address: 213 Harrison Street, Madison, Indiana 47250
Parcel No. 39-13-02-141-028.000-007

.....
A part of the south west quarter of Section thirty four (34), and a part of the south east quarter of Section thirty three (33), town four (4) north, of range ten (10) east; COMMENCING in the center of the Madison and Hanover Turnpike road ten (10) poles and ten (10) links east of the west line of the south west quarter of said section thirty four (34); thence north eighty five and one half (85 ½) degrees west, ten (10) poles and ten (10) links to a point in the center of said road where the west line of said south west quarter of Section thirty four crosses said road; thence north eighty five and one half (85 ½) degrees west and along the center of said road thirty and sixty four one hundredths (30.64) poles to the north west corner of a part of the south east quarter of said section thirty three (33) purchased by Jesse Whitehead at Sheriff’s sale (see Deed Book “A”, page 119 of the deed records of Jefferson County); thence south and parallel with the east line of said quarter section thirty two (32) poles to the north west corner of a part of said quarter section sold by Jesse Whitehead to the Beech Grove Driving Park (see Deed Book 37, page 127); thence south eighty five and three fourths (85-1/4) degrees east thirty nine and ninety one hundredths (39.90) poles to the south west corner of a tract of land sold to the State of Indiana by deed bearing date of November 10, 1905, and recorded in Deed Book No. 78, page 155; thence north along the west line of the property so conveyed to the State of Indiana, four (4) degrees east, thirty four and one half (34 ½) poles to the place of beginning, said point being the north west corner of the land so conveyed to the State of Indiana, Containing seven and eighty one hundredths (7.80) acres, more or less.

EXCEPTING THEREFROM the following described real estate, to-wit: A part of the southeast Quarter of Section 33, and a part of the Southwest Quarter of Section 34, all in Township 4 North, Range 10 East, Jefferson County, Indiana, described as follows: Beginning at a point on the east line of said Section 33 North 2 degrees 25 minutes 12 seconds West 1,044.85 feet from the southeast corner of said Section 33, which point of beginning is on the southwestern boundary of S.R. 56; thence South 56 degrees 17 minutes 00 seconds East 190.25 feet along the boundary of said S.R. 56 to the east line of the owner's land; thence South 0 degrees 25 minutes 03 seconds East 72.26 feet along said east line to the southeast corner of the owner's land; thence North 88 degrees 24 minutes 12 seconds West 31.96 feet along the south line of the owner's land; thence North 74 degrees 06 minutes 49 seconds West 36.04 feet; thence North 63 degrees 34 minutes 51 seconds West 400.28 feet; thence South 28 degrees 34 minutes 00 seconds West 90.00 feet; thence North 61 degrees 26 minutes 00 seconds West 130.00 feet; thence North 28 degrees 34 minutes 00 seconds East 100.00 feet; thence North 56 degrees 18 minutes 13 seconds West 165.51 feet to the west line of the owner's land; thence North 2 degrees 25 minutes 12 seconds West 136.49 feet along said west line to the southwestern boundary of said S.R. 56; thence along the boundary of said S.R. 56 Southeasterly 216.96 feet along an arc to the right and having a radius of 773.51 feet and subtended by a long chord having a bearing of South 64 degrees 19 minutes 07 seconds East and a length of 216.25 feet; thence South 56 degrees 17 minutes 00 seconds East 389.86 feet along said boundary to the point of beginning and containing 2.084 acres more or less, in said Section 33, and containing 0.371 acres, more or less, in said Section 34, and containing in all 2.455 acres, more or less.

ALSO EXCEPTING, a part of the Southeast Quarter of Section 33, and a part of the Southwest Quarter of Section 34, all in Township 4 North, Range 10 East, Jefferson County, Indiana, described as follows: Beginning at a point on the east line of said Section 33 North, 2 degrees 25 minutes 12 seconds West 1,156.29 feet from the southeast corner of said Section 33, which point of beginning is on the northeastern boundary of S.R. 56; thence North 56 degrees 17 minutes 00 seconds West 232.74 feet along the boundary of said S.R. 56; thence North 28 degrees 34 minutes 00 seconds East 50.88 feet; thence South 75 degrees 54 minutes 09 seconds East 340.19 feet to the east line of the Owner's land; thence South 0 degrees 25 minutes 03 seconds East 199.22 feet along said east line to the northwestern boundary of said S.R. 56; thence North 56 degrees 17 minutes 00 seconds West 194.96 feet along the boundary of said S.R. 56 to the point of beginning and containing 0.383 acres, more or less, in said Section 33, and containing 0.619 acres, more or less, in said Section 34, and containing in all 1.002 acres, more or less.

Subject to an easement for water line construction and maintenance in favor of the United States of America.

Being and intended to be the same real estate conveyed to Richard L. Peak by Quit-Claim Deed dated November 22, 2008 and recorded December 8, 2008 as Instrument No. 2008-05506 in the Recorder's Office of Jefferson County, Indiana.

Property Address: 1200+ Clifty Hollow Road, Madison, Indiana 47250
Parcel No. 39-08-33-000-005.000-007

“EXHIBIT B”

PURCHASE AND SALE AGREEMENT

This Agreement is entered into by and between **Richard L. Peak and Michael J. Peak** (hereinafter referred to as “Sellers”), and **The City of Madison, Indiana** (hereinafter referred to as “Buyer”). The parties acknowledge that Sellers own certain real estate located at 213 Harrison Street, 822 East First Street, and 1200+ Clifty Hollow Road, Madison, Jefferson County, Indiana. The real estate includes parcel numbers:

1. 39-13-02-141-028.000-007;
2. 39-13-02-144-004.000-007; and
3. 39-08-33-000-005.000-007.

The parties now agree that Sellers, by this Agreement, hereby sell and Buyer hereby purchases from Sellers the above-described real estate.

The parties now agree that the sale and purchase of such real estate is made upon the following terms and conditions:

1. PURCHASE PRICE.

The purchase price for such real estate shall be the maximum sum of \$225,000.00.

2. EARNEST MONEY.

The parties agree that no earnest deposit shall be paid by the Buyer.

3. TAXES.

Sellers shall pay the real estate taxes due and payable in the November of 2020. Buyer shall pay real estate taxes on the property being purchased under this agreement commencing with the installment due in May of 2021.

4. POSSESSION.

Possession shall be given at closing.

5. CLOSING FEES.

The parties shall split all fees associated with the closing.

6. INSPECTIONS.

This Agreement is contingent upon inspection of the real estate.

8. CONTINGENCIES.

This Agreement is contingent upon the following:

- a. The Buyer, at its expense, shall obtain two appraisals and the purchase price shall not be greater than the average of the two appraisals with a maximum purchase price of \$225,000.00; and
- b. Buyer, at its expense, shall obtain a Phase I Environmental Study and said sale shall be subject to the findings of Phase I Environmental Study and said findings must be acceptable to the Buyer.
- c. Buyer, at its expense, shall have a survey performed and the findings of said survey must be acceptable to the Buyer.
- d. The purchase of said property is subject to the approval of any and all necessary governmental boards and actions of the City of Madison, Indiana.
- e. The purchase of said property shall be subject to a review of all zoning and building requirements that meet the needs and purposes of the Buyer.

8. **TITLE INSURANCE.**

If the Buyer requires title insurance, the Buyer shall be solely responsible for arranging for the procurement of such insurance, and for the payment of all premiums and fees associated with such title insurance, including any and all closing fees or charges imposed by the title company.

9. **EVIDENCE OF TITLE.**

Title to the Property shall be good and marketable and free and clear of all leases, liens, encumbrances, easements, restrictions or any other conditions excepting only utility easements and taxes for the current year. Within thirty (30) days following the effective date of this Agreement, Buyer shall obtain a title insurance commitment covering the Property. If such title commitment or any survey of the Property shall disclose any defect or limitation on title, Buyer shall give notice thereof to Sellers and Sellers shall have a reasonable time (not to exceed thirty (30) days unless Buyer, in its sole discretion, shall extend such period) in which to cure or remove such defect or condition. The time for closing hereof shall be extended if necessary for such purpose. If Sellers shall fail to cure or remove such defect or limitation or if there should be a material variance in the size or dimensions of the Property, then the Buyer may elect to terminate this Agreement and all sums deposited hereunder shall be immediately returned to Buyer; provided, that Buyer shall always have the right to waive any such variance or objection to title. Sellers agree to use reasonable efforts to clear the title as hereinabove provided.

Sellers agree, upon the execution of this Agreement, to provide Buyer with a copy of the most recent owner's title insurance policy insuring title to the Property and a copy of the latest survey or plat of the premises.

10. NON-COLLUSION/ACCEPTANCE.

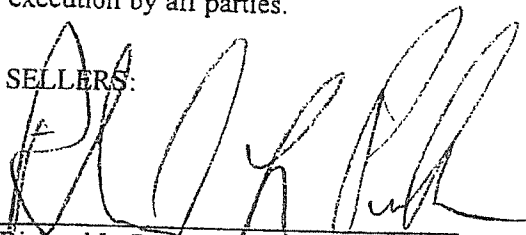
The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Purchase and Sale Agreement other than that which appears upon the face of this Agreement.

11. CLOSING.

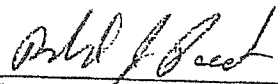
Closing shall take place within seventy-five (75) days of execution of this Agreement by all parties.

IN WITNESS WHEREOF the parties have executed this agreement on the dates indicated below by their respective signatures with this agreement becoming binding on execution by all parties.

SELLERS:


Richard L. Peak

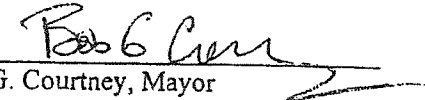
Date: 9/9/2020


Michael J. Peak

Date: 9/9/2020

BUYER:

CITY OF MADISON, INDIANA

By: 
Bob G. Courtney, Mayor

Date: 9-8-20

This instrument prepared by: William Joseph Jenner, Attorney-at-Law, JENNER, PATTISON & SHARPE, 508 East Main Street, Madison, Indiana 47250, (812) 265-5132

Michael J. Peak
Michael J. Peak

Date: 1-9-21

This instrument prepared by: William Joseph Jenner, Attorney-at-Law, JENNER, PATTISON & SHARPE, 508 East Main Street, Madison, Indiana 47250, (812) 265-5132

ADDENDUM TO PURCHASE AND SALE AGREEMENT

Addendum to Purchase and Sale Agreement entered between Richard L. Peak and Michael J. Peak, as Sellers, and The City of Madison, Indiana, as Buyer.

Recitals

1. Sellers are the owners of certain real properties located at 213 Harrison Street, 822 East First Street, and 1200-- Clifty Hollow Road, Madison, Jefferson County, Indiana. Said real estate includes parcel numbers:

- (a) 39-13-02-141-028.000-007;
- (b) 39-13-02-144-004.000-007; and
- (c) 39-08-33-000-005.000-007.

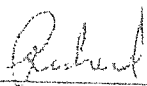
2. On September 9, 2020 Sellers and Buyer entered into a Purchase and Sale Agreement whereby Sellers agreed to sell and Buyer agreed to purchase said above real properties.

3. Pursuant to said Purchase and Sale Agreement, the closing was to take place within 75 days of the execution of the Agreement by all parties.

NOW THEREFORE the parties agree to amend the Purchase and Sale Agreement entered into by and between the parties on September 9, 2020 so as to amend Section 11 as follows:

- 1. Closing shall take place on or before January 31, 2021.

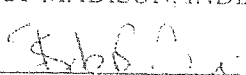
SELLERS:



Richard L. Peak

Date: _____

BUYER:

CITY OF MADISON, INDIANA
By: 

Bob G. Courtney, Mayor

Date: 1/31/21

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA ESTABLISHING A THREE-WAY STOP FOR TRAFFIC AT THE INTERSECTION OF ROSS STREET AND HIGHLAND STREET

WHEREAS, a traffic investigation has been completed by the Madison City Police Department indicating that it is necessary for safe traffic control and flow that a three-way stop be established at the intersection Ross Street and Highland Street; and

WHEREAS, it would be in the best interest of traffic safety and control for said intersection to be changed as set forth above.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA, that:

Section 1. A three-way stop is hereby established at the intersection of Ross Street and Highland Street.

Section 2. The City of Madison Street Department is hereby authorized to erect such signs and other traffic control devices as may be necessary to implement the intent of this Ordinance.

Section 3. Anyone failing to stop in accordance with the sign herein provided shall be guilty of a Class D infraction which carries a penalty of up to Twenty-Five Dollars (\$25.00).

Section 4. This Ordinance shall become immediately effective upon its adoption by the Common Council, signature of the Mayor, enrollment in the book of Ordinances, publication of notice as required by law, and posting of the stop signs at said intersection.

Section 5. Any Ordinance in conflict with this Ordinance is hereby repealed.

The foregoing Ordinance was passed and adopted by the Common Council, City of Madison, Indiana at a regular meeting held on the _____ day of _____, 2021.

PRESENTED BY:

Councilman

Bob G. Courtney, Mayor

(SEAL)

ATTEST:

Rick Berry, Clerk-Treasurer