

Town of Triana Regular Council Meeting
Monday, October 27, 2025
6:30PM

The meeting was called to order by the mayor. Roll call:

Councilmember George Ragland – Present
Councilmember Casey Whitman-Present
Councilmember Levoneia Ayers-Present
Councilmember Erica Hopkins-Present
Councilmember Theresa Nelson-Present
Mayor Mary Caudle – Present
Members' present constitutes a quorum.

Legal counsel Caleb Ballew and the clerk Sharron Humphrey were also present.

Motion by Councilmember Whitman to approve the minutes dated Oct. 13, 2025. Councilmember Ayers second the motion. Motion carried.

Mayor Caudle's Report: Mayor stated this would be the last meeting for the outgoing council members, she thanked Councilmember Ayers, Councilmember Hopkins and Councilmember Nelson for their dedication and services they provided to the town. She stated hopefully they will continue to come out and keep working with us.

Mayor stated this is the time where we normally do cut-off in the Water Dept, she stated with the furlough going that we will not do cut-off's until customers have gone back to work. We will allow them to make payments/payment arrangements, and we will not charge any late fees.

Motion by Councilmember Whitman that we suspend water utility cut-offs and late fees during the furlough. Councilmember Ayers second the motion. Motion carried.

Mayor stated during the work session held last week, they were able to finalize the salary package for the Police Dept. She asked council if they were all in agreement with the salary package.

Councilmember Ragland asked when the 1, 2 and 3yr incentives would begin and end. The mayor stated if the officer stays with us 1yr from hire they will get an incentive, she stated they will get another incentive if they stay 2yrs., and they will get the 3rd incentive if they stay 3yrs and that's where it stops.

The mayor stated they also agreed that the officer we currently have employed, if he stays 1year from the time this new package goes into effect then he will also be eligible for the incentive.

Motion by Councilmember Ragland to approve the pay increase for the Police Dept.
Councilmember Nelson second the motion. Roll call vote,
Councilmember Ragland-yes
Councilmember Hopkins-yes
Councilmember Nelson-yes
Councilmember Whitman-yes

RESOLUTIONS, ORDINANCES, ORDERS AND OTHER BUSINESS:

Attorney Caleb Ballew stated on the Police Policies and Procedures he recommends the town needs to make sure that we are clear about not providing any confidential information for them that does not have anything to do with police records. He stated to also make sure that anything they receive from us that they keep confidential and safe.

The mayor stated she would send him a copy of the manual once she receives it.

The mayor allowed former Councilmembers to have a moment:

Councilmember Ayers thanked the Town of Triana for putting their faith in her and allowing her to serve to the best of her ability. She stated she is a lifelong resident and that she will continue to support the town.

Councilmember Nelson stated that this is her 2nd term that she was having to serve, she thanked council for allowing her to serve.

Councilmember Hopkins stated it has been an honor to serve as the Finance Chair; she thanked the people for electing her. She stated she believes she has done her job with helping to complete the budget, creating some transparency and accountability. She thanked the people for allowing her the serve and she's looking forward to the great things that this council will continue to do.

The mayor thanked them for serving.

The mayor stated that she had made the announcement of a proposed new gas station. She stated at this point we have not received any site plans, any building plans or any soil testing from ADEM, any permits. She stated all of that must be submitted to the town. She stated once the paperwork has been submitted to the town it will then become public record.

Councilmember Hopkins asked under the memorandum of understanding for the community nursing, she asked if there was any liability to the town because it would be students seeing patience. Her concern is it states the University has no liability.

The mayor stated it will be managed by a physician proctor and a nurse practitioner. She stated the nurses would be 4-year nurse students. She stated the liability would be the same as the physician and nurse practitioner would have. It will all be in place.

Mayor stated if for whatever reason it seems like it's not working it can be cancelled at any time, she stated it's not a contract but a memorandum of agreement.

Attorney Caleb Ballew stated the town is only required to provide space for this to happen. He stated if there aren't any legal effects or medical malpractice the town is not liable for that because we don't employ or contract any of the nurses to be here that is done through the University. The liability would be on those individual nurses, practitioners or doctors who provide a service.

CITIZENSHIP COMMENTS: Mayor stated that everyone will be allowed 3 minutes, she asked everyone to respect others speaking not to interrupt.

MEMORANDUM OF UNDERSTANDING - NEIGHBORHOOD NURSING

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN

The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (herein, the "University")

AND

Town of Triana

This Memorandum of Understanding (MOU), while not a legally binding document, represents a voluntary agreement to assist in the implementation of the Neighborhood Nursing initiative. This project is led by the University of Alabama in Huntsville College of Nursing (UAH CON) and engages multiple community partners to advance the health and well-being of residents across North Alabama, Madison County, and the Tennessee Valley.

Overall Project Goals, Services, and Outcomes

The Neighborhood Nursing program aims to shift the healthcare landscape of North Alabama from a predominantly tertiary prevention model (treating disease after it arises) toward a proactive, primary prevention model (preventing illness before it occurs).

Key objectives include:

- Expanding access to preventive healthcare services.
- Providing voluntary health screenings and wellness consultations.
- Utilizing mobile health units and clinical providers to reach underserved neighborhoods.
- Strengthening inter-agency collaboration to foster a healthier, more resilient community.
- Improve nursing education through community engagement.
- Foster collaborative research.

Expected outcomes include improved health indicators, increased community engagement in preventive health, and reduced burden on tertiary care services.

Term One: Duration of Agreement

This MOU shall begin upon the date of signature by both parties. The agreement is renewable annually unless either party provides written notice of intent to withdraw.

Term Two: Roles and Responsibilities of UAH College of Nursing

UAH CON will:

1. Provide program oversight, coordination, and faculty/staff support.
2. Facilitate planning meetings, data collection, and evaluation activities.
3. Collaborative research proposals shall be subject to initial review and approval by the University's Institutional Review Board (IRB). The review and determinations of any other participating agency's IRB shall be considered secondary unless the agency prefers to carry the primary responsibility.
4. Offer nursing student and faculty participation in screenings, education, and preventive health efforts.
5. Shall provide each of the student and faculty participants under this Agreement with appropriate instruction regarding their general obligation of maintaining confidentiality of patient information.
6. Make onsite referrals to healthcare providers.
7. Ensure communication among all partner agencies for seamless collaboration.

Term Three: Roles and Responsibilities of [Agency Partner]

The partnering agency agrees to: (select all that apply)

- ☐ Provide access to appropriate spaces and facilities for Neighborhood Nursing program activities. This agreement is solely for the use of space to support health education, wellness activities, and voluntary screenings as mutually scheduled. Nothing in this Agreement shall be construed as a guarantee or obligation to provide clinical services, medical treatment, or ongoing healthcare at the site.
- ☐ Participate in the ongoing planning and review of the Neighborhood Nursing program.
- ☐ Provide voluntary health screening services and/or deploy mobile units or providers to designated community sites at no cost to Neighborhood Nursing or the participants in the screenings.
- ☐ Support community health education and consultations as part of the initiative, when appropriate.
- ☐ Collaborate with UAH CON and other partners to maximize outreach and effectiveness.
- ☐ Maintain data in the agency's electronic Medical Record Systems in compliance with the agency's standard privacy practices. Unless specified in future addenda, Neighborhood Nursing will not have access to protected health information in the agency's electronic medical record systems.
- ☐ Provide follow-up healthcare provider visits, as needed, to participants using standard practices for billing (Medicare, Medicaid,

- ☐ Provide free resources to participants such as brochures, educational materials, and other relevant items during screening events.
- ☐ Assist the UAH College of Nursing to connect with non-profit organizations, healthcare organizations, and informal and formal leaders in neighborhoods of interest in North Alabama counties.

Term Four: Non-Employee Status

1. The nursing students and nursing faculty participating in this program shall not be considered employees of the Agency for any purpose under this Agreement, nor shall they be entitled to any compensation or other fee from the Agency for their services provided hereunder. The parties further acknowledge that such nursing students are not employees of the University.
2. The participating agency's employees in this program shall not be considered employees of the University for any purpose under this Agreement, nor shall they be entitled to any compensation or other fee from the University for their services provided hereunder. The parties further acknowledge that such participating agency employees are not employees of the University.

Term Five: Nondiscrimination

The University is committed to equal opportunity in employment and education. The University does not discriminate in any program or activity on the basis of race, color, religion, sex, age, or national origin, or against qualified handicapped or disabled persons.

Term Six: Insurance

1. The University shall ensure that all students and faculty members participating in this program are covered by professional liability insurance relating to activities under the program. Evidence of such insurance coverage shall be provided by the University prior to commencement or during the duration of the program.
2. The University assumes no liability or responsibility for any claims, damages, losses, or expenses arising out of or in connection with the activities of participating agencies. Each participating agency is solely responsible for obtaining and maintaining its own liability insurance coverage for the full duration of its involvement in the program.

Term Seven: Termination

This MOU may be terminated by either party, for any reason, with thirty (30) days' written notice to the other party.

Term Eight: Entire Agreement

This Agreement states the entire agreement between the parties and merges herewith all statements, representations, and covenants heretofore made, and any other agreements not

incorporated herein are void and of no effect. Any changes, modifications, or amendments to this Agreement must be reduced to and approved in writing by both parties.

Signatures

[AGENCY]

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA,
FOR AND ON BEHALF OF THE
UNIVERSITY OF ALABAMA IN
HUNTSVILLE**

BY:

Name
Title

Date

BY:

David A. Puleo
Provost and Executive Vice
President for Academic Affairs

Good evening, Mayor Caudle and members of the Triana Town Council.

My name is Marissa Chester, and I live in The Crossings at Rivers Landing here in Triana. I'm here to speak for hundreds of Triana residents who are opposed to a gas station being built on the corner of Wall Triana Highway and Beadle Lane.

I stand here tonight **deeply disappointed** — and frankly disheartened — that our town's leaders would allow a gas station to be developed so close to our homes and our families' daily lives. This town still bears the scars of environmental harm caused by business decisions made without regard for residents' health. **You have seen the research.** You know that gasoline releases **benzene**, a known human **carcinogen linked to cancer** and other serious health problems. You know that science-backed studies have found that living within 150ft of a gas **station increases risk of childhood leukemia 2 to 4-fold**, and that a heightened risk extends up to 300 feet away. And yet, you have stood by silently, washing your hands of the zoning ordinance you wrote **that failed to protect us**. Allowing this project to move forward, knowing the potential harm, is a grave mistake for this community.

But our concern is not only about the air we breathe. It's also about the traffic safety at one of the most dangerous intersections in Triana — Wall Triana Highway and Beadle Lane. We already **see near-miss accidents every day**. Adding a fueling station with delivery trucks and constant vehicle turnover will make that intersection **far more hazardous**.

We are also concerned about our town's **limited** police coverage and emergency response capacity. Triana currently has only **one police officer** and **no regular patrols during evenings or weekends**. How can we ensure public safety when the infrastructure to support it simply doesn't exist? And what about fire response times and water flow if a fuel-related fire were ever to occur? These are **life-and-death questions** that deserve real answers before ground is ever broken.

This isn't just speculation or isolated worry — our community is united on this. In only four days, **more than 300 residents** have signed our petition opposing this project. **That is almost as many people as voted for you, Mayor Caudle, in the last election.** That should tell you how deeply and widely this issue has struck the people of Triana.

We insist that before any construction begins, the Town works to ensure that all appropriate reviews are completed and made public, including:

in conjunction w/ Huntsville & Madison county

- **A full environmental impact review**
- **A fire-flow and hydrant adequacy test**
- **And a traffic-impact and safety analysis**

If this project is still allowed to proceed after those evaluations, we insist that the building permit requires strong protective measures — including **secure fencing and heavy landscape buffers** between the development and nearby homes to **reduce noise, fumes, and visual intrusion**.

Finally, we urge this council to convene a public meeting with Triana residents to present these findings, explain mitigation steps, and **hear directly** from the people who will **live with the consequences of your decisions**.

We are not anti-growth — **we are pro-responsibility**. We love our neighborhood and this town, and we expect our leaders to show that same care for the health, safety, and quality of life of every family who calls Triana home.

Mayor Caudle, council members, **when we know better, we must do better**. And right now, the people of Triana are asking you to **do better**.

Thank you.

Good evening,

My name is Jarrod Broome and I'm a resident of the Crossing neighborhood.

I'm here tonight to oppose permitting and construction of the new gas station that has been planned within our neighborhood.

We are appalled that this project has made it this far, with very few decision makers seeming to care about the health, safety, and overall quality of life of the families in this neighborhood, which make up a large portion of the population in this town, and putting the convenience (and in my opinion just laziness) of others who can't seem to drive a couple more minutes to an existing station for fuel.

I don't have all of the facts and knowledge on Benzene and other harmful carcinogens, but it doesn't take an environmentalist or scientist to know that living this close to a fuel station will have tons of long term health risks, from the air we breathe, to the ground we let our children and pets play on.

We've seen dozens of bad accidents and near misses at the intersection where this is planned. What measures do you plan to take to keep that from getting worse when you have more people using that intersection and making a quick turn into the gas station?

If a fire or explosion occurs, how do we trust that you're going to have the manpower and reaction to ensure an incident like that doesn't affect, or even worse kill the children and families living within just 50 yards behind it?

What do you plan to do to keep noise and light pollution down? This is a gas station that - like most of the others - will likely be open and lit up all night with people pulling in playing loud music, car alarms, the amount of lighting needed at a gas station that isn't common to have living right next door to a house. Does nobody care about that when there are so many other places this could go? This place isn't going to close at 7 or 8pm when we'll be trying to get our small children to sleep.

What about people that seem to migrate and hang out around these places all hours of the night? Are you okay with giving them a space to hang around knowing there are children living close by? Where are they going to walk to and from this place if the only side walks are in our neighborhood? We don't want them in our neighborhood walking down our streets when our children are outside. That's like asking you if you'd be okay with letting your children or grand kids out to run around at the corner store while you pump gas. It isn't safe. So instead of us bringing our kids to the gas station, you're bringing the gas station to us, right into our neighborhood without our consent. We keep a tight ship around here, and we know when there are people who are here who aren't supposed to be here. We work hard enough as it is to keep those people away and you only have one officer on dayshift duty to help with that.

We all bought these houses without a gas station and if you were like me, the fact that this area was more secluded than others in the Madison and greater Huntsville area. We bought the

Hello, my name is Liz Arnold, and I live with my husband in Nickel Creek, off Beadle and Wall Triana.

I'm here tonight to share my personal experience with petroleum products — because *of a*
905 *what's being proposed for our neighborhood is not just a zoning issue. It's a health issue.* *at B + W.*

In June 1981, right after graduating from the University of Akron with a degree in Accounting, I started my career as an auditor with BP — then known as Standard Oil of Ohio. I was excited, proud, and ready to build my future. But within just a few weeks, my health began to fall apart.

It started with my eyes — first conjunctivitis, then dropping eye pressure for no reason. Medications didn't work. Then came severe digestive problems. My body stopped processing food. I lost a tremendous amount of weight and strength.

By November, I was seeing flashes of light. I couldn't even read large print on a page. Ulcers spread through every mucous membrane in my body. Finally, one of my doctors connected the dots — I had two detached retinas caused by dangerously low eye pressure, and my immune system was shutting down.

I was hospitalized without insurance, still in my six-month probation period. It took weeks of steroids and treatment to keep me alive. I left the hospital 60 pounds heavier, but I survived — and I returned to work, determined to continue my job.

That job required me to audit gas stations, convenience stores, refineries, and tankers — dipping fuel tanks, reviewing gasoline-soaked accounting books, and sitting for hours in station bays filled with fuel vapors.

When we found groundwater contamination, we had the authority to shut the station down and report it to the EPA. The tanks would be dug up, and the contaminated soil removed. I understood firsthand the dangers of petroleum exposure — but even then, I didn't realize how much it had already changed my life.

Within a week of returning to that environment, my body began reacting again. BP moved me into the corporate office to audit computers. But the damage was done.

Even today — more than forty years later — I still live with the consequences. Just two weeks ago, my dentist used benzocaine to numb my mouth. Within four hours, my lips and gums were blistered and peeling. We later learned benzocaine contains nine petroleum-based ingredients.

This is what exposure can do. This is what happens when the body has been poisoned by something it should never have encountered in the first place. *[show picture]*

And now, a new Chevron gas station is being proposed just 40 feet from homes where children play. Has there been an environmental impact study? No.

We've seen what happens when petroleum and chemicals mix with daily life. The documentary "*Descendant*" tells the story of Africatown, Alabama — the community built by the descendants of the last slave ship to enter Mobile Bay. Today, that community faces a 98% cancer rate because of industrial and petroleum contamination.

Is that what we want here? In our neighborhoods? Near our families?

There's already a ~~closed~~ Chevron station just five miles up the road. We don't need another one — especially not one this close to where people live.

We have the opportunity — and the responsibility — to protect our community, our children, and our future. Please, say no to this gas station proposal. Let's keep our neighborhoods safe, healthy, and free from unnecessary risk.

Thank you.

