

**Resolution 2021-R-67**

***Authorizing the execution of a Funding Agreement with Ruffner Mountain Nature Coalition, Inc.***

**WHEREAS**, Ruffner Mountain, an Environmental Education Center and 1,038 acre Nature Preserve, shares a border with the City of Irondale within the area of the Ruffner Mountain Nature Coalition, Inc.'s ("Coalition") exclusive control and is situated on Ruffner Mountain, which is the site of historic iron-ore mines; and

**WHEREAS**, Ruffner Mountain is open to the general public, hosting an average of over 7,000 guests per month, approximately 12% of whom come from the City of Irondale, to experience nature education, wildlife viewing and passive outdoor recreation, a 14-mile trail system; and

**WHEREAS**, the Coalition has requested the City's assistance in appropriating Fifty Thousand and No/00 dollars (\$50,000.00) (the "City Assistance") to support the operations at Ruffner Mountain, which includes community outreach, restoration of the forest disturbed by industry, maintenance to the 14-mile trail system and public facilities, upkeep and security efforts (collectively hereinafter referred to as the "Operations"); and

**WHEREAS**, the City desires to support the Operations of Ruffner Mountain and is willing to make this first-time appropriation to the Coalition, which will be funded by the City's current fiscal year budget; and

**WHEREAS**, the City has determined that providing the Coalition with funding for its Operations will serve the public interest by ensuring that Ruffner Mountain continues to be properly maintained, readily accessible and successfully equipped to host the increasing number of visitors who come from Irondale and surrounding areas.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr. is hereby authorized to execute a Funding Agreement with the Ruffner Mountain Nature Coalition, Inc. in substantially the form attached hereto as Exhibit A.

**ADOPTED & APPROVED:** This 7th day of July, 2021.

\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

\_\_\_\_\_  
Lu Jackson, City Clerk

**CERTIFICATION**

I, Lu Jackson, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on July 7, 2021, as same appears in the minutes of record of said meeting.

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Lu Jackson, City Clerk

**EXHIBIT A**

## FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this \_\_\_\_ day of July, 2021 by and between the **CITY OF IRONDALE, ALABAMA**, a municipal corporation under the laws of the State of Alabama, (hereinafter referred to as the "City") and **RUFFNER MOUNTAIN NATURE COALITION, INC.**, a 501c3 nonprofit corporation located in the State of Alabama, (hereinafter referred to as the "Coalition").

### RECITALS

WHEREAS, pursuant to Alabama Code Section 9-14C-7 (1975), the Coalition has exclusive control over Ruffner Mountain Nature Center and Preserve and the area appurtenant thereto, which includes all improvements, facilities, and exhibits located thereon and any additions constructed, created, leased, acquired or erected in connection therewith; and

WHEREAS, Ruffner Mountain, an Environmental Education Center and 1,038 acre Nature Preserve shares a border with the City of Irondale within the area of the Coalition's exclusive control and is situated on Ruffner Mountain, which is the site of historic iron-ore mines; and

WHEREAS, Ruffner Mountain is open to the general public, hosting an average of over 7,000 guests per month, approximately 12% of whom come from the City of Irondale, to experience nature education, wildlife viewing and passive outdoor recreation, a 14-mile trail system; and

WHEREAS, the Coalition has requested the City's assistance in appropriating Fifty Thousand and No/00 dollars (\$50,000.00) (the "City Assistance") to support the operations at Ruffner Mountain, which includes community outreach, restoration of the forest disturbed by industry, maintenance to the 14-mile trail system and public facilities, upkeep and security efforts (collectively hereinafter referred to as the "Operations"); and

WHEREAS, the City desires to support the Operations of Ruffner Mountain and is willing to make this first-time appropriation to the Coalition, which will be funded by the City's current fiscal year budget; and

WHEREAS, Act 1969-916 of the Acts of Alabama (the "Act") authorizes Jefferson County, the City, other governmental subdivisions and public corporations in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, the City has determined that providing the Coalition with funding for its Operations will serve the public interest by ensuring that Ruffner Mountain continues to be properly maintained, readily accessible and successfully equipped to host the increasing number of visitors who come from Irondale and surrounding areas.

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Coalition agree as follows:

Section 1. Coalition agrees to provide the Operations to the citizens of the City of Irondale. In return, City agrees to support the Operations through the payment of the City Assistance as defined herein. Absent any determination of intentional default, this agreement shall automatically renew annually under the same terms and conditions unless (1) canceled on at least sixty (60) days written notice by either party to the other; or, (2) funds are not appropriated by the Irondale City Council.

Section 2. Coalition and City shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party. City does not assume and is given no responsibility for compliance of Ruffner Mountain or any buildings and/or equipment located thereon with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction over the park property. This Agreement constitutes the entire agreement between the parties hereto. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Coalition and City. Any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Coalition and City. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

**CITY OF IRONDALE, ALABAMA**

By: \_\_\_\_\_  
James D. Stewart, Jr.

Its: Mayor

**RUFFNER MOUNTAIN NATURE  
COALITION, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_