

RESOLUTION 2024-R-87

*Authorizes the payment of public funds to Freshwater Land Trust
for the Grants Mill Trail Extension Project that will
extend the trail systems in the City of Irondale, Alabama*

WHEREAS, Alabama law allows municipalities to establish parks and recreational facilities to benefit the health, safety and welfare of its citizens;

WHEREAS, Freshwater Land Trust (“Land Trust”) is working on the Grants Mill Trail extension project (the “Project”) in an attempt to extend the trail system in the City of Irondale, Jefferson County, and surrounding areas;

WHEREAS, the Project is on property owned by Land Trust that the City has an Easement and Use Agreement over to allow for certain recreational purposes as well as the maintenance of certain improvements previously constructed on the property; and

WHEREAS, the City Council, through the discretionary funds of all of the Councilors, desires to contribute \$10,500.00 towards the Project (the “Funding”) and finds that the extension of a trail system in the City of Irondale would benefit the health, safety, and welfare of the citizens of the city.

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 amount of Ten Thousand Five Hundred and NO/100 Dollars (\$10,500.00) is hereby authorized to be paid to Freshwater Land Trust to be used exclusively for the extension of a trail system within the City of Irondale. The breakdown of the of these monies is as follows: \$3,500.00 from the 2023-24 FY Discretionary Fund of Councilor Cindy Cuellar, \$3,500.00 from the 2023-24 FY Discretionary Fund of Councilor David Spivey, \$2,000.00 from the 2023-24 FY Discretionary Fund of Councilor Robert Box, \$1,000.00 from the 2023-24 FY Discretionary Fund of Councilor Aaron Sims, and \$500.00 from the 2023-24 FY Discretionary Fund of Councilor John London.

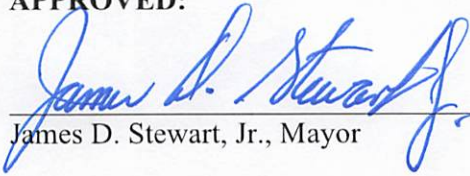
BE IT FURTHER RESOLVED THAT Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Freshwater Land Trust to effectuate this payment and the terms thereof. Such agreement shall be in substantially the form attached hereto as **Exhibit A**.

ADOPTED & APPROVED: This the 21st day of May, 2024.

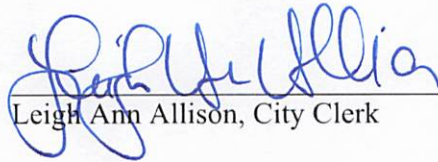


David Spivey, City Council President

APPROVED:


James D. Stewart, Jr., Mayor

ATTESTED:


Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the 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 the May 21, 2024, as the same appears in the minutes of record of said meeting.

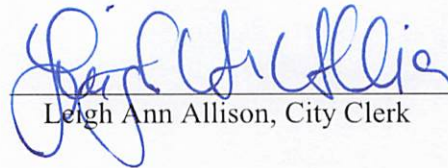

Leigh Ann Allison, City Clerk

Exhibit A

Memorandum of Understanding between the City of Irondale, Alabama and Freshwater Land Trust

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into on the date of the last party hereto to execute by and between the City of Irondale, Alabama, an Alabama municipal corporation (“City”) and Freshwater Land Trust, an Alabama nonprofit corporation (“Land Trust”) (collectively the “Parties”).

WHEREAS, the City is a municipal corporation situated in Jefferson County that supports providing recreational activities that benefit the citizens of and visitors to the City and the preservation of open space for public use and enjoyment within its jurisdiction;

WHEREAS, the Land Trust is a publicly supported, tax-exempt nonprofit organization whose mission includes the acquisition, conservation and connection of lands that help protect rivers and streams and provide recreational opportunities for the community in central Alabama;

WHEREAS, Alabama law allows municipalities to establish parks and recreational facilities to benefit the health, safety and welfare of its citizens;

WHEREAS, the Land Trust owns certain real property located in the City (the “Land Trust Property”) and being more particularly described in Attachment “A”;

WHEREAS, the City has an Easement and Use Agreement over the Land Trust Property for certain recreational purposes as well as the maintenance of certain improvements previously constructed on the Land Trust Property;

WHEREAS, Land Trust desires to develop additional walking trails on the Land Trust Property (the “Grants Mill Trail Extension”) and has requested financial assistance from the City;

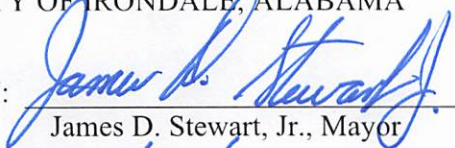
WHEREAS, in response to that request, the City authorized a payment in the amount of Ten Thousand Five Hundred and NO/100 Dollars (\$10,500.00) to the Land Trust toward the Grants Mill Trail Extension within the City, in return for the continued use of the Land Trust Property for recreational activities benefiting the general public; and

WHEREAS, the Parties desire to memorialize their Agreement and understanding pertaining to their respective rights, responsibilities, and obligations associated herewith.

NOW THEREFORE, in consideration of the recitals contained herein, the Parties agree as follows:

1. The City agrees to the pay Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00) to Land Trust to contribute towards the Grants Mill Trail Extension (“Project Funds”).
2. In return for the payment of the Project Funds by the City, Land Trust agrees that the Project Funds will be used only for the Grants Mill Trail Extension.
3. This Agreement may only be modified with the prior written consent of the Parties hereto.

CITY OF IRONDALE, ALABAMA

BY: 
James D. Stewart, Jr., Mayor

Date: 5/28/2024

FRESHWATER LAND TRUST

BY: _____
Rusha Smith

Its: Executive Director

Date: _____

Attachment "A"
Land Trust Property

Attachment "A"
Land Trust Property

