

RESOLUTION 2026-R-101

Authorizes the execution of a Facility Use License Agreement with Church of the Highlands, Inc.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Irondale Police Chief Paul Kellogg is hereby authorized to execute a Facility Use License Agreement (in substantially the form attached hereto as Exhibit A) with Church of the Highlands, Inc. for the use of classroom space at the Church of the Highlands Grants Mill Campus for Irondale Police Department training on May 29, 2026.

ADOPTED & APPROVED: This 21st day of April, 2026.



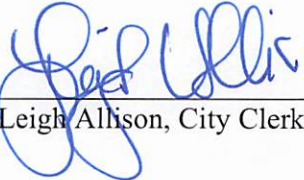
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Allison, City Clerk

CERTIFICATION

I, Leigh 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 April 21, 2026, as the same appears in the minutes of record of said meeting.



Leigh Allison, City Clerk

Exhibit A

**CHURCH OF THE HIGHLANDS
FACILITY USE LICENSE AGREEMENT**

This Facility Use Agreement (“Agreement”) is entered into as of the date of the final signature below (the “Effective Date”) by and between Church of the Highlands, Inc., located at 3600 Grandview Parkway, Birmingham, Alabama 35243 (“Highlands”) and the City of Irondale, Alabama, located at 101 20th Street S, Irondale, Alabama 35210 (“User”).

Upon the terms and conditions stated herein and for good and valuable consideration, Highlands and User agree as follows:

1. Highlands grants User the limited and revocable license to use the Grants Mill campus common areas, restrooms, parking area, and Classroom 1, a property owned and operated by Highlands located at 4700 Highlands Way, Birmingham, Alabama 35210 (“Facility”) on May 29th, 2026, during the hours of 7:30 AM – 5:30 PM, to host the Irondale Police Department Training Meeting (the “Event”).
2. This limited and revocable license is subject to, and upon all of the terms, covenants, and conditions contained in this Agreement.
3. User will adhere to start and finish times of the Event and limit them only to space reserved for the Event.
4. User will keep doorways, marked exits, and fire extinguishers free from any obstruction.
5. User will be responsible for any damage to Highlands’ property that occurs as a result of the Event or actions by User’s employees, volunteers, vendors, guests, contractors, or other attendees.
6. Upon completion of the Event, User shall ensure that all trash is placed in receptacles, User’s items are removed, and the Facility is restored to its original condition.
7. User, at its sole cost and expense, shall maintain during the dates of use of this Agreement public liability insurance insuring against all liability of User, Highlands, and their authorized representatives arising out of and in connection with the Event and User’s use of the Facility, with a single liability limit of \$1,000,000.00 and property damage limits covering the Facility and equipment to be used of not less than \$1,000,000.00. It is the intention of both User and Church that both the public liability and property damage insurance shall insure performance by User of the indemnity provision contained below. However, the limits of such insurance shall not limit the liability of User hereunder. **Highlands shall be named as an “additional named insured” on the insurance policy purchased by User, which is the subject of this Agreement. User agrees to provide Highlands with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this Agreement within three (3) days of the Effective Date, but in no event later than the first day of the Event.**
8. “Permitted Use” is for setting up and hosting the Event. User agrees that during the Event at the Facility User will not engage in any activities, participate in any events, and/or allow any conduct in violation of the Highlands’ Statement of Faith which can be found attached as Exhibit.

9. This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.
10. This Agreement does not convey to User any interest in the real estate or Facility.
11. User acknowledges that Highlands is a religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986 that is operated exclusively for religious, charitable, and educational purposes. User agrees that it will not use the Facility during the Event for any purpose that is contrary to the mission, purpose, or belief of Highlands, as set out in Exhibit A.
12. User understands and agrees that it will refrain from using Highlands' facilities to engage in lobbying or political campaign-related activity on behalf of any candidate for public office.
13. User understands and agrees that illegal drugs and alcohol are prohibited anywhere in or around the Facility.
14. User shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement.
15. User understands and agrees that childcare services will not be provided or allowed by User, including User's participants, within the Facility.
- 16. User is responsible for safety and security at the Event.**
17. User agrees to comply at all times with Highlands' rules, policies and requests, including any requests or restrictions imposed by Highlands which it deems reasonable or necessary under the circumstances, related its property. Other restrictions and limitations may also apply to the number of permitted attendees, including fire, safety, service and other rules and restrictions imposed by Highlands at its discretion.
18. User understands and agrees that a staff member, agent, or security officer designated by Highlands must be present within the Facility at all times during the Event.
19. User shall be solely responsible for the conduct and welfare of all persons attending the Event or assisting User while on Highlands' premises and/or in the Facility.
20. Highlands may, at any time, terminate this Agreement and revoke the license upon giving User notice in writing. Upon giving of such notice, this Agreement shall end on the date fixed in such notice and Highlands shall have the right to remove all persons, goods and fixtures without liability for damage. In addition, Highlands reserves the right to cancel or reschedule the Event in the event of circumstances beyond the reasonable control of Highlands.
21. Highlands reserves the right to establish minimum and/or maximum group sizes and requirements.

Highlands reserves the right to update its facilities offerings and availability. This Agreement may be terminated by Highlands at its sole discretion, at any time, without prior notice to User for failure of User to strictly comply with any of the terms or conditions in this Agreement.

22. Staff, volunteers, vendors, or contractors authorized by Highlands will have the right at all times to enter any part of the facilities without hindrance in order to perform their duties.
23. Highlands makes no warranties or representations that the Facility or its equipment and furnishings are safe or suitable for the purposes for which User is being permitted to use the Facility under the terms of the Agreement. Use of the Facility is "as is" and "with all faults." Use of Highlands' equipment, furnishings, and facility are at User's own risk. User shall notify Highlands immediately of any malfunction, damage or other issues with the equipment or furnishings belonging to Highlands.
24. **USER AGREES TO INDEMNIFY AND HOLD HIGHLANDS, AND ITS OFFICERS, BOARD, ELDERS, OVERSEERS, EMPLOYEES, AGENTS, CONTRACTORS, AND VOLUNTEERS ("INDEMNIFIED PARTIES") HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, SUITS, ACTIONS, CLAIMS, DEMANDS, EXPENSES, JUDGMENTS, FEES AND COSTS OF WHATEVER KIND OR CHARACTER, INCLUDING REASONABLE ATTORNEY'S COSTS AND FEES, ARISING FROM, BY REASON OF, OR IN CONNECTION WITH THIS AGREEMENT AND/OR USER'S USE OF THE FACILITY DESCRIBED HEREIN. IT IS THE INTENTION OF THE PARTIES THAT THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR IN ANY WAY RESPONSIBLE FOR INJURY, DAMAGE, LIABILITY, LOSS OR EXPENSE RESULTING TO THE USER AND/OR THOSE INDIVIDUALS THAT USER BRINGS ONTO HIGHLANDS' PREMISES, DUE TO ACCIDENTS, MISHAPS, MISCONDUCT, NEGLIGENCE OR INJURIES, EITHER IN PERSON OR PROPERTY. USER ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES OR INJURIES WHICH MAY RESULT TO ANY PERSON OR PROPERTY BY REASON OF OR IN CONNECTION WITH USE OF THE FACILITY PURSUANT TO THIS AGREEMENT, AND AGREES TO PAY HIGHLANDS FOR ALL DAMAGES CAUSED TO THE FACILITY RESULTING FROM USER'S ACTIVITIES HEREUNDER.**
25. Any claim or dispute arising from or related to this Agreement shall be settled by biblically-based mediation in Jefferson County, Alabama, and, if not resolved by mediation, then by legally binding arbitration in Jefferson County, Alabama, with a panel of one (1) arbitrator under, and in accordance with, the then governing rules of the Institute for Christian Conciliation (complete text of the Rules is available www.aorhope.org/rules or by contacting ICC at icc@aorhope.org). If the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration decision may be entered in the District Court for the County of Jefferson, State of Alabama. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to jury and their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. The parties understand that each shall bear their own costs related to any mediation or arbitration proceeding under this section.

Nothing contained herein shall prevent Highlands from filing any action in a court of competent jurisdiction for the limited purposes of outlining and supervising the enforcement of the mandatory arbitration process and of issuing any injunctive or similar preliminary relief as may be deemed appropriate by such court in advance of the issuance of any arbitration award.

26. This Agreement shall be construed and enforced in accordance with Alabama law.
27. User agrees that it will not assign any of its rights under this Agreement, and any such assignment will void this Agreement at the sole option of Highlands.
28. This Agreement incorporates the entire understanding and agreement between Highlands and User. This Agreement may be modified only writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.
29. If any one or more parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

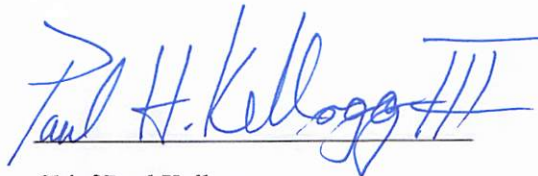
IN WITNESS THEREOF, User has agreed to the terms of and executed this Agreement as of the day and year first below written.

The City of Irondale, Alabama:

Signature of Authorized Representative:

Printed Name & Title:

Date:



Chief Paul Kellogg

4/29/2026

Exhibit A to Facility Use Agreement

CHURCH OF THE HIGHLANDS' VISION: We are here to reach people with the life-giving message of Jesus.

CHURCH OF THE HIGHLANDS' MISSION: We help people know God, find Freedom, discover their Purpose, and make a Difference.

CHURCH OF THE HIGHLANDS' STATEMENT OF FAITH

Holy Bible

The Holy Bible, and only the Bible, is the authoritative Word of God. It alone is the final authority in determining all doctrinal truths. In its original writing, it is inspired, infallible and inerrant. (II Timothy 3:16; II Peter 1:20-21; Proverbs 30:5; Romans 16:25-26)

Trinity

There is one God, eternally existent in three persons: Father, Son and Holy Spirit. These three are coequal and co-eternal. (I John 5:7; Genesis 1:26; Matthew 3:16-17, 28:19; Luke 1:35; Isaiah 9:6; Hebrews 3:7-11).

Jesus Christ

Jesus Christ is God the Son, the second person of the Trinity. On earth, Jesus was 100% God and 100% man. He is the only man ever to have lived a sinless life. He was born of a virgin, lived a sinless life, performed miracles, died on the cross for mankind and thus, atoned for our sins through the shedding of His blood. He rose from the dead on the third day according to the Scriptures, ascended to the right hand of the Father, and will return again in power and glory. (John 1:1,14, 20:28; I Timothy 3:16; Isaiah 9:6; Philippians 2:5-6; I Timothy 2:5).

Virgin Birth

Jesus Christ was conceived by God the Father, through the Holy Spirit (the third person of the Trinity) in the virgin Mary's womb; therefore, He is the Son of God. (Matthew 1:18, 25; Luke 1:35; Isaiah 7:14; Luke 1:27-35).

Redemption

Man was created good and upright, but by voluntary transgression he fell; his only hope of redemption is in Jesus Christ, the Son of God. (Gen. 1:26-31, 3:1-7; Romans 5:12-21).

Regeneration

For anyone to know God, regeneration by the Holy Spirit is absolutely essential. (John 6:44, 65; Matthew 19:28; Titus 3:5).

Salvation

We are saved by grace through faith in Jesus Christ: His death, burial, and resurrection. Salvation is a gift from God, not a result of our good works or of any human efforts. (Ephesians 2:8-9; Galatians 2:16, 3:8; Titus 3:5; Romans 10:9-10; Acts 16:31; Hebrews 9:22).

Repentance

Repentance is the commitment to turn away from sin in every area of our lives and to follow Christ, which allows us to receive His redemption and to be regenerated by the Holy Spirit. Thus, through repentance we receive forgiveness of sins and appropriate salvation. (Acts 2:21, 3:19; I John 1:9).

Sanctification

Sanctification is the ongoing process of yielding to God's Word and His Spirit in order to complete the development of Christ's character in us. It is through the present ministry of the Holy Spirit and the Word of God that the Christian is enabled to live a Godly life. (I Thessalonians 4:3, 5:23; II Corinthians 3:18, 6:14-18, II Thessalonians 2:1-3, Romans 8:29, 12:1-2, Hebrews 2:11).

Jesus' Blood

The Blood that Jesus Christ shed on the Cross of Calvary was sinless and is 100% sufficient to cleanse mankind of all sin. Jesus allowed Himself to be punished for both our sinfulness and our sins, enabling all those who believe to be free from the penalty of sin, which is death. (I John 1:7; Revelation 1:5, 5:9; Colossians 1:20; Romans 3:10-12, 23, 5:9; John 1:29).

Jesus Christ Indwells All Believers

Christians are people who have invited the Lord Jesus Christ to come and live inside them by His Holy Spirit. They relinquish the authority of their lives over to him thus making Jesus the Lord of their life as well as Savior. They put their trust in what Jesus accomplished for them when He died, was buried, and rose again from the dead. (John 1:12; John 14:17, 23; John 15:4; Romans 8:11; Revelation 3:20).

Baptism in the Holy Spirit

Given at Pentecost, it is the promise of the Father, sent by Jesus after His Ascension, to empower the Church to preach the Gospel throughout the whole earth, one of the signs being speaking in other tongues along with other gifts. (Joel 2:28-29; Matthew 3:11; Mark 16:17; Acts 1:5,8, 2:1-4, 17, 38-39, 8:14-17, 10:38, 44-47, 11:15-17, 19:1-6).

The Gifts of the Holy Spirit

The Holy Spirit is manifested through a variety of spiritual gifts to build and sanctify the church, demonstrate the validity of the resurrection, and confirm the power of the Gospel. The Bible's lists of these gifts are not necessarily exhaustive, and the gifts may occur in various combinations. All believers are commanded to earnestly desire the manifestation of the gifts in their lives. These gifts always operate in harmony with the Scriptures and should never be used in violation of Biblical parameters. (Hebrews 2:4; Romans 1:11, 12 :4-8; Ephesians 4:16; I Timothy 4:14; II Timothy 1:6-7; I Corinthians 12:1-31, 14:1-40; I Peter 4:10).

The Church

The church is the Body of Christ, the habitation of God through the Spirit, with divine appointments for the fulfillment of Jesus' Great Commission. Every person who is born of the Spirit is an integral part of the church as a member of the body of believers. There is a spiritual unity of all believers in our Lord Jesus Christ. (Ephesians 1:22, 2:19-22; Hebrews 12:23; John 17:11, 20-23).

Sacraments

Water Baptism: Following faith in the Lord Jesus Christ, the new convert is commanded by the Word of God to be baptized in water in the Name of the Father and of the Son and of the Holy Spirit and by full immersion. (Matthew 28:19; Acts 2:38; Mark 16:16; Acts 8:12, 36-38; 10:47-48).

The Lord's Supper

A unique time of communion in the presence of God when the elements of bread and grape juice (the symbols of Body and Blood of the Lord Jesus Christ) are taken in remembrance of Jesus' sacrifice on the Cross. (Matthew 26:26-29; I Corinthians 10:16, 11:23-25).

Marriage

We believe that because God our Creator established marriage as a sacred institution between one man and one woman, marriage is a covenant only between one man and one woman, as clearly conveyed in God's inerrant Scriptures, including for example in Matthew 19:4-6 where in speaking about marriage Jesus referred to the fact that "he which made them at the beginning made them male and female." (Genesis 1:27 & 5:2)

Sexuality

We believe sexuality and the divinely prescribed boundaries for its expression are covered clearly in the Holy Scriptures, which limit sexual expression to the marital relationship of one man with one

woman. Homosexual acts, adultery, bestiality, and all forms of fornication are categorically condemned in the Holy Scriptures. We believe that sexuality is assigned by God at conception, male or female, whatever that may be, and the Holy Scriptures does not permit an individual to alter their sexual identity physically or otherwise. (Deuteronomy 23:1, 1 Corinthians 6:18; 1 Thessalonians 4:3; Romans. 1:26-27; Proverbs. 5:3-5, 8-13; 7:21-27; Galatians. 5:19; Exodus 20:14; Deuteronomy 5:18; Matthew 5:27; 19:18; Luke 18:20; Romans 13:9; James 2:11; Leviticus 20:10-21; 1 Corinthians 10:8; and 6:18; Jude 7).

Healing of the Sick

Healing of the sick is illustrated in the life and ministry of Jesus and included in the commission of Jesus to His disciples. It is given as a sign, which is to follow believers. It is also a part of Jesus' work on the Cross and one of the gifts of the Spirit. (Psalm 103:2-3; Isaiah 53:5; Matthew 8:16-17; Mark 16:17-18; Acts 8:6-7; James 5:14-16; I Corinthians 12:9, 28; Romans 11:29).

God's Will for Provision

It is the Father's will for believers to become whole, healthy and successful in all areas of life. But because of the fall, many may not receive the full benefits of God's will while on Earth. That fact, though, should never prevent all believers from seeking the full benefits of Christ's provision in order to better serve others.

Spiritual (John 3:3-11; II Corinthians 5:17-21; Romans 10:9-10)

Mental and Emotional (II Timothy 1:7, 2:11; Philippians 4:7-8; Romans 12:2; Isaiah 26:3)

Physical (Isaiah 53:4,5; Matthew 8:17; I Peter 2:24)

Financial (Joshua 1:8; Malachi 3:10-11; Luke 6:38; II Corinthians 9:6-10; Deuteronomy 28:1-14; Psalm 34:10, 84:11; Philippians 4:19)

Resurrection

Jesus Christ was physically resurrected from the dead in a glorified body three days after His death on the cross. In addition, both the saved and the lost will be resurrected; they that are saved to the resurrection of life and they that are lost to the resurrection of eternal damnation. (Luke 24:16, 36, 39; John 2:19-21, 20:26-28, 21:4; Acts 24:15; I Corinthians 15:42, 44; Philippians 1:21-23, 3:21).

Heaven

Heaven is the eternal dwelling place for all believers in the Gospel of Jesus Christ. All of God's children will reign forever in a new heaven and a new earth. (Matthew 5:3, 12, 20, 6:20, 19:21, 25:34; John 17:24; II Corinthians 5:1; Hebrews 11:16; I Peter 1:4; Revelation 21:1-5).

Hell

After living one life on earth, the unbelievers will be judged by God and sent to Hell where they will be eternally tormented with the Devil and the Fallen Angels. (Matthew 25:41; Mark 9:43-48; Hebrews 9:27; Revelation 14:9-11, 20:12-15, 21:8).

Second Coming

Jesus Christ will physically and visibly return to earth for the second time to establish His Kingdom. This will occur at a date undisclosed by the Scriptures. (Matthew 24:30, 26:63-64; Acts 1:9-11; I Thessalonians 4:15-17; II Thessalonians 1:7-8; Revelation 1:7).