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PUBLIC NOTICES

DCM Form C-14
Revised February 2024

SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given

that, **The Comfort Group of Alabama**
(Contractor/Company Name)
Contractor, has completed the Contract for ☒ (Construction) ☐ (Renovation) ☐ (Alteration)
☐ (Equipment) ☐ (Improvement) of (Name of Project):
The Alabama A&M University Morrison Fine Arts Building Upgrades

at **Alabama A&M University**

(Insert location data in County or City)
for the State of Alabama and the (County) (City) of **Huntsville**
Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify
BRPH Architects-Engineers, Inc., 127 Holmes Ave NW, Suite 300, Huntsville, AL 35801

(Architect / Engineer)

The Comfort Group of Alabama
(Contractor)

3589 Leeman Ferry Road, Huntsville, AL 3580
(Business Address)

NOTE: This notice must be run for a minimum of three weeks for projects of \$100,000.00 or more. For acceptable methods of advertisement, see General Conditions of the Contract, Article 34. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

SHERIFF'S SALE

Under and by the virtue of an execution issued out of the CIRCUIT Court of Madison County on a Judgment rendered against **JOEY WILLIAMS, MIDCITY AUTO, LLC** Defendant(s) and in favor of **FELTS FAMILY LIMITED PARTNERSHIP**, Plaintiff(s). I, Sheriff of Madison County, Alabama, will sell to the highest bidder for cash at **Madison County Courthouse** located at **100 North Side Square** in the City of Huntsville, Alabama on the **12TH** day of **OCTOBER 2026**, within the legal hours of sale, at 12:00 noon, whatever interest the above-named defendant(s) may possess in and to the following described property to wit:

LOT 25 BELMONT FARMS SUB PB # 20071227000896740

To appear in the Speakin Out News (3) times:

SEPTEMBER 23RD, 2026
SEPTEMBER 30TH, 2026
OCTOBER 7TH, 2026

Kevin H. Turner
Sheriff of Madison County

RESOLUTION NO. 26-763

WHEREAS, certain property has recently been annexed to the City of Huntsville, Alabama; and

WHEREAS, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

WHEREAS, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

- The zoning of 536.68 acres of land lying on the west of US Hwy 72 E, and north and south of Little Cove Rd to Residence 1 and Residence 2 Districts.
- The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on 23rd day of September, 2026, and the second publication shall be one week thereafter on the 30th day of September, 2026, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

- That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 22nd day of October, 2026, in the Council Chambers of the City of Huntsville Administration Building at 305 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 26-764, which was introduced by the City Council of the City of Huntsville on the 10th day of September, 2026, amending the Zoning Ordinance of the City of Huntsville, Alabama.
- That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 26-764

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

- That the following area, land lying on the west of US Hwy 72 E, and north and south of Little Cove Rd, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 9, 10, 15 and 16, Township 04 South, Range 02 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as follows: Commencing at the Southeast Corner of said Section 9; thence from the Point of Commencement South 80 Degrees 45 Minutes 16 Seconds West 1,311.45 feet to the Point of Beginning; thence from the Point of Beginning North 76 Degrees 33 Minutes 6 Seconds West 271.3 feet to a point; thence North 51 Degrees 36 Minutes 8 Seconds East 80.55 feet to a point; thence North 51 Degrees 36 Minutes 7 Seconds East 450.1 feet to a point; thence North 70 Degrees 15 Minutes 11 Seconds East 340.02 feet to a point; thence North 41 Degrees 25 Minutes 25 Seconds East 372.08 feet to a point; thence North 64 Degrees 14 Minutes 58 Seconds East 387.2 feet to a point; thence North 24 Degrees 29 Minutes 31 Seconds East 405.77 feet to a point; thence North 79 Degrees 9 Minutes 35 Seconds East 392.68 feet to a point; thence South 82 Degrees 49 Minutes 10 Seconds East 305.51 feet to a point; thence North 66 Degrees 20 Minutes 38 Seconds East 53.74 feet to a point; thence North 72 Degrees 44 Minutes 1 Seconds East 123.03 feet to a point; thence North 75 Degrees 11 Minutes 30 Seconds East 96.79 feet to a point; thence North 78 Degrees 46 Minutes 5 Seconds East 154.61 feet to a point; thence North 74 Degrees 47 Minutes 39 Seconds East 653.59 feet to a point; thence North 76 Degrees 10 Minutes 41 Seconds East 1064.77 feet to a point; thence North 1 Degrees 15 Minutes 5 Seconds West 192.27 feet to a point; thence South 0 Degrees 39 Minutes 16 Seconds East 726.88 feet to a point; thence South 20 Degrees 56 Minutes 4 Seconds East 654.54 feet to a point; thence South 27 Degrees 4 Minutes 46 Seconds East 135.35 feet to a point; thence South 1 Degrees 41 Minutes 29 Seconds West 27.84 feet to a point; thence South 89 Degrees 19 Minutes 59 Seconds West 160.99 feet to a point; thence North 10 Degrees 16 Minutes 22 Seconds West 7.89 feet to a point; thence North 23 Degrees 4 Minutes 45 Seconds West 725 feet to a point; thence North 0 Degrees 2 Minutes 37 Seconds East 791.35 feet to a point; thence South 79 Degrees 20 Minutes 22 Seconds West 126.24 feet to a point; thence South 79 Degrees 20 Minutes 23

Seconds West 403.79 feet to a point; thence South 73 Degrees 38 Minutes 56 Seconds West 88.69 feet to a point; thence South 72 Degrees 24 Minutes 52 Seconds West 102.19 feet to a point; thence South 75 Degrees 41 Minutes 0 Seconds West 72.03 feet to a point; thence South 72 Degrees 26 Minutes 16 Seconds West 67.42 feet to a point; thence South 72 Degrees 50 Minutes 9 Seconds West 95.23 feet to a point; thence South 74 Degrees 25 Minutes 16 Seconds West 101.4 feet to a point; thence South 76 Degrees 36 Minutes 2 Seconds West 99.85 feet to a point; thence South 71 Degrees 8 Minutes 30 Seconds West 87.61 feet to a point; thence South 75 Degrees 12 Minutes 40 Seconds West 146.62 feet to a point; thence South 76 Degrees 9 Minutes 10 Seconds West 63.14 feet to a point; thence South 73 Degrees 29 Minutes 59 Seconds West 67.7 feet to a point; thence South 73 Degrees 5 Minutes 47 Seconds West 48.61 feet to a point; thence South 78 Degrees 20 Minutes 31 Seconds West 51.13 feet to a point; thence South 73 Degrees 21 Minutes 58 Seconds West 42.32 feet to a point; thence South 75 Degrees 32 Minutes 16 Seconds West 69.49 feet to a point; thence South 75 Degrees 47 Minutes 22 Seconds West 259.79 feet to a point; thence South 70 Degrees 3 Minutes 34 Seconds West 50.34 feet to a point; thence South 67 Degrees 28 Minutes 25 Seconds West 108.31 feet to a point; thence South 82 Degrees 44 Minutes 56 Seconds West 172.79 feet to a point; thence North 75 Degrees 43 Minutes 29 Seconds West 206.16 feet to a point; thence South 79 Degrees 49 Minutes 0 Seconds West 134.18 feet to a point; thence South 62 Degrees 12 Minutes 27 Seconds West 173.12 feet to a point; thence South 43 Degrees 28 Minutes 29 Seconds West 35.53 feet to a point; thence South 12 Degrees 47 Minutes 43 Seconds West 75.85 feet to a point; thence South 0 Degrees 0 Minutes 0 Seconds West 104.23 feet to a point; thence South 34 Degrees 45 Minutes 33 Seconds West 147.33 feet to a point; thence South 65 Degrees 20 Minutes 29 Seconds West 185.21 feet to a point; thence South 65 Degrees 20 Minutes 29 Seconds West 78.92 feet to a point; thence South 60 Degrees 53 Minutes 40

Seconds West 406.35 feet to a point; thence South 59 Degrees 30 Minutes 0 Seconds West 240 feet to a point; thence South 53 Degrees 58 Minutes 31 Seconds West 165.73 feet to a point; thence South 54 Degrees 2 Minutes 36 Seconds West 94.27 feet to a point; thence South 45 Degrees 40 Minutes 27 Seconds West 243.96 feet to the Point of Beginning and containing 27.55 Acres, more or less.

INCLUDING

All that part of Sections 14, 22 and 23, Township 04 South, Range 02 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as follows: Commencing at the Northwest Corner of said Section 22; thence from the Point of Commencement South 76 Degrees 8 Minutes 42 Seconds East 3,365.97 feet to the Point of Beginning; thence from the Point of Beginning South 89 Degrees 22 Minutes 56 Seconds East 772.38 feet to a point; thence South 1 Degrees 11 Minutes 45 Seconds West 855.5 feet to a point; thence South 0 Degrees 0 Minutes 0 Seconds West 845.22 feet to a point; thence South 89 Degrees 54 Minutes 36 Seconds East 208.71 feet to a point; thence South 0 Degrees 0 Minutes 0 Seconds West 208.71 feet to a point; thence South 89 Degrees 54

Minutes 36 Seconds East 1,026.79 feet to a point; thence North 0 Degrees 35 Minutes 50 Seconds East 2,206.04 feet to a point; thence South 89 Degrees 10 Minutes 21 Seconds East 458.33 feet to a point; thence North 12 Degrees 55 Minutes 34 Seconds East 466.54 feet to a point; thence North 88 Degrees 27 Minutes 7 Seconds East 490.6 feet to a point; thence North 44 Degrees 13 Minutes 27 Seconds East 2,705.37 feet to a point; thence South 0 Degrees 24 Minutes 17 Seconds West 15.56 feet to a point; thence South 0 Degrees 24 Minutes 16 Seconds West 1,438.72 feet to a point; thence South 80 Degrees 52 Minutes 24 Seconds West 268.48 feet to a point; thence South 80 Degrees 52 Minutes 25 Seconds West 73.74 feet to a point; thence South 0 Degrees 19 Minutes 7 Seconds West 1,323.05 feet to a point; thence South 0 Degrees 19 Minutes 6 Seconds West 1,322.84 feet to a point; thence South 80 Degrees 34 Minutes 5 Seconds West 452.47 feet to a point; thence South 80 Degrees 32 Minutes 39 Seconds West 566.02 feet to a point; thence South 80 Degrees 29 Minutes 40 Seconds West 278.65 feet to a point; thence South 81 Degrees 4 Minutes 53 Seconds West 40.09 feet to a point; thence South 80 Degrees 34 Minutes 6 Seconds West 1089.53 feet to a point; thence South 0 Degrees 39 Minutes 12 Seconds West 209.97 feet to a point; thence South 80 Degrees 55 Minutes 20 Seconds West 208.7 feet to a point; thence South 0 Degrees 42 Minutes 40 Seconds West 1,127 feet to a point; thence North 89 Degrees 14 Minutes 9 Seconds West 1,184.68 feet to a point; thence North 0 Degrees 40 Minutes 38 Seconds East 1,302.26 feet to a point; thence North 89 Degrees 54 Minutes 35 Seconds West 50.04 feet to a point; thence North 89 Degrees 54 Minutes 36 Seconds West 718.32 feet to a point; thence North 1 Degrees 17 Minutes 43 Seconds West 1,611.88 feet to a point; thence North 0 Degrees 3 Minutes 7 Seconds East 304.97 feet to the Point of Beginning and containing 247.50 Acres, more or less.

2. That the following area, land lying on the west of US Hwy 72 E, and north and south of Little Cove Rd, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 15 and 22, Township 04 South, Range 02 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as follows: Commencing at the Southwest Corner of said Section 15; thence from the Point of Commencement South 76 Degrees 8 Minutes 42 Seconds East 3,365.97 feet to the Point of Beginning; thence from the Point of Beginning, North 0 Degrees 15 Minutes 59 Seconds East 3,130.98 feet to a point; thence North 0 Degrees 25 Minutes 47 Seconds East 317.1 feet to a point; thence South 89 Degrees 1 Minutes 16 Seconds West 641.97 feet to a point; thence North 0 Degrees 54 Minutes 24 Seconds East 2609.88 feet to a point; thence North 88 Degrees 31 Minutes 9 Seconds East 407.38 feet to a point; thence South 10 Degrees 16 Minutes 22 Seconds East 7.89 feet to a point; thence North 89 Degrees 19 Minutes 59 Seconds East 160.99 feet to a point; thence South 1 Degrees 43 Minutes

12 Seconds East 203.01 feet to a point; thence North 89 Degrees 25 Minutes 53 Seconds West 402.2 feet to a point; thence South 0 Degrees 16 Minutes 14 Seconds West 1106.62 feet to a point; thence South 89 Degrees 53 Minutes 54 Seconds East 679.67 feet to a point; thence South 0 Degrees 40 Minutes 53 Seconds West 1272.61 feet to a point; thence North 89 Degrees 6 Minutes 16 Seconds East 426.65 feet to a point; thence South 0 Degrees 33 Minutes 35 Seconds East 24.38 feet to a point; thence South 89 Degrees 40 Minutes 26 Seconds East 127.54 feet to a point; thence South 0 Degrees 8 Minutes 41 Seconds West 348.27 feet to a point; thence South 0 Degrees 31 Minutes 36 Seconds West 2337.85 feet to a point; thence North 89 Degrees 26 Minutes 33 Seconds West 6.71 feet to a point; thence South 0 Degrees 5 Minutes 15 Seconds East 625.95 feet to a point; thence South 1 Degrees 11 Minutes 45 Seconds West 150.01 feet to a point; thence North 89 Degrees 22 Minutes 56 Seconds West 772.38 feet back to the Point of Beginning and containing 95.50 Acres, more or less.

INCLUDING

All that part of Sections 14, 15, 22 and 23, Township 04 South, Range 02 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as follows: Commencing at the Southeast Corner of said Section 15; thence from the Point of Commencement South 89 Degrees 6 Minutes 48 Seconds West 1.17 feet to the Point of Beginning; thence from the Point of Beginning North 0 Degrees 7 Minutes 11 Seconds West 2707.84 feet to a point; thence North 80 Degrees 20 Minutes 42 Seconds East 2992.42 feet to a point; thence South 0 Degrees 24 Minutes 16 Seconds West 1278.73 feet to a point; thence South 44 Degrees 13 Minutes 27 Seconds West 2705.37 feet to a point; thence South 88 Degrees 27 Minutes 7 Seconds West 490.6 feet to a point; thence South 12 Degrees 55 Minutes 34 Seconds West 466.54 feet to a point; thence North 88 Degrees 29 Minutes 46 Seconds West 458.39 feet to a point; thence North 0 Degrees 33 Minutes 50 Seconds East 463.67 feet back to the Point of Beginning and containing 163.69 Acres, more or less.

3. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

4. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2026.

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 26-763 (Cont'd)

ADOPTED this the 10th day of September 2026.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 10th day of September 2026.

Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 26-767

WHEREAS, certain property has recently been annexed to the City of Huntsville, Alabama; and

WHEREAS, said property is now legally part of the incorporated municipality of the City of Huntsville, Alabama, and as such is subject to the laws and ordinances governing the City of Huntsville, Alabama; and

WHEREAS, said property, having been outside the boundaries of the City of Huntsville, Alabama, prior to the annexing of same to the City of Huntsville, Alabama, has never been subject to the Zoning Ordinances of the City of Huntsville, Alabama; and

WHEREAS, the Planning Commission of the City of Huntsville, Alabama, has given consideration to an amendment to the Zoning Ordinance, a synopsis of said amendment being as follows:

- The zoning of 1.14 acres of land lying on the north of Countess Rd and west of Jacque Jim Drive to Residence 1 District.
- The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on 22nd day of September, 2026, and the second publication shall be one week thereafter on the 30th day of September, 2026, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

WHEREAS, it is the judgement and opinion of the City Council of the City of Huntsville, Alabama, that consideration should be given to the adoption of an amendment to the Zoning Ordinance of the City of Huntsville, Alabama, in accordance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, as follows:

- That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 22nd day of October, 2026, in the Council Chambers of the City of Huntsville Administration Building at 305 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 26-768, which was introduced by the City Council of the City of Huntsville on the 10th day of September, 2026, amending the Zoning Ordinance of the City of Huntsville, Alabama.
- That the proposed amendment to the Zoning Ordinance of the City of Huntsville, Alabama, is substantially in words and figures as follows:

ORDINANCE NO. 26-768

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

- That the following area, land lying on the north of Countess Rd and west of Jacque Jim Drive, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 30 and 31, Township 02 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama; more particularly described as commencing at the Northwest Corner of said Section 31; thence from the Point of Commencement, South 88 Degrees 46 Minutes 34 Seconds East 1,534.51 feet to the Point of Beginning; thence from the Point of Beginning, North 1 Degrees 9 Minutes 45 Seconds East 158.8 feet to a point; thence North 1 Degrees 13 Minutes 12 Seconds East 130.2 feet to a point; thence South 89 Degrees 1 Minutes 48 Seconds East 173.01 feet to a point; thence South 1 Degrees 29 Minutes 40 Seconds West 132.56 feet to a point; thence South 1 Degrees 27 Minutes 21 Seconds West 157.15 feet to a point; thence North 88 Degrees 47 Minutes 42 Seconds West 171.57 feet back to the Point of Beginning and containing 1.14 Acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2026.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2026.

Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 26-767 (Cont'd)

ADOPTED this the 10th day of September 2026.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 10th day of September 2026.

Mayor of the City of Huntsville, Alabama

PREQUALIFICATION AND ADVERTISEMENT FOR BIDS

Sealed Bid Proposals will be received by The University of Alabama at Birmingham Facilities Planning Design and Construction at the Facilities Administration Building Conference Center, 801 6th Avenue South, Birmingham, Alabama 35294, **Thursday, November 5, 2026, until 2:00 pm CST for UAB Project No. 260253 – UAB Henry Peters Building Pediatric Clinic Renovation** at which time they will be opened and read.

Prime Contractors that are properly licensed for this type of work are required to prequalify in order to bid. For more information about the project and how to prequalify, please go to the **UAB Facilities Bid Calendar** at www.uab.edu/facilities/pdc/bids, refer to the bid date above, and click on the specific project number.

Prequalification submissions must be received prior to the Prebid Conference.

A **Prebid Conference** for all Prequalified Prime Contractors will be held at the Facilities Administration Building Conference Center at the above address at **10:00am CST Thursday, October 15, 2026**.

Bid Documents will be available from the UAB Facilities Bid Calendar prior to the Prebid Conference.

NOTICE OF COMPLETION

J.C. Cheek Contractors, Inc. hereby gives notice of completion of Bid Number 13-25, Annual Bid for Traffic Striping Various County Roads with Marshall County. This notice shall run for four (4) consecutive weeks beginning September 30, 2026, and ending October 21, 2026. All claims should be filed with Marshall County Commission, 424 Blount Avenue, Suite 305, Guntersville, AL 35976 during this time.

ORDINANCE NO. 26-677

AN ORDINANCE TO AMEND THE ZONING ORDINANCES OF THE CITY OF HUNTSVILLE, ALABAMA

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, **BE IT ORDAINED** by the City Council for the City of Huntsville, Alabama, as follows:

- That the following area, land lying on the north side of Old Monrovia Rd and east of Wayne Rd, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 30, Township 03 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama; more particularly described as commencing at the Northwest Corner of said Section 30; thence from the Point of Commencement, South 15 Degrees 09 Minutes 39 Seconds East a distance of 2509.37 feet to the Point of Beginning; thence from the Point of Beginning, North 90 Degrees 00 Minutes 00 Seconds East a distance of 424.62 feet; thence South 00 Degrees 00 Minutes 00 Seconds East a distance of 276.95 feet; thence North 87 Degrees 49 Minutes 04 Seconds West a distance of 424.93 feet; thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 260.77 feet back to the Point of Beginning and containing 2.62 Acres, more or less.

2. The boundaries of the above district as described and defined above are hereby established and shall be shown on the Official Zoning Maps of the City of Huntsville, Alabama, on file in the Planning Division of the Urban Development Department, in accordance with the various classifications herein enumerated and hereafter the regulations governing said district under the Zoning Ordinance of the City of Huntsville, Alabama, shall apply to the area so described.

3. This ordinance shall take effect from and after the date of publication.

ADOPTED this the 24th day of September 2026.

/s/ **Jennie Robinson**
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ **Tommy Battle**
Mayor of the City of Huntsville, Alabama

ORDINANCE NO. 26-679

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, TO AMEND RESTRICTIONS SET FORTH ON THE FOLLOWING PLAT:

Zoning Plat of “The Cove at Green Mountain”, as recorded in Plat Book 2024, pages 100-101 of the Probate Records of Madison County, Alabama.

WHEREAS, upon the petition of the property owner(s), the Planning Commission of the City of Huntsville, Alabama, on July 28, 2026, adopted Resolution No. 2026-01 to recommend and approve an amendment to eliminate from the following plat restrictions, which were established on the *Zoning Plat of “The Cove at Green Mountain”, as recorded in Plat Book 2024, pages 100-101 of the Probate Records of Madison County, Alabama* (“Plat”) pursuant to Code of Ala. 1975 §11-52-32(c) (“Restrictions”), the restriction of front and rear yard setback requirements to that of the Residence 1-B District:

RESTRICTIONS FOR THIS SUBDIVISION

<

Ordnance 26-679 continued from page B1

Section 1. That the Restrictions on the Plat are hereby amended to eliminate therefrom the restriction of front and rear yard setback requirements to that of the Residence 1-B District.

Section 2. That the result of the amendment of the Restrictions shall be to remove only the restrictions requiring compliance with the front and rear yard setback requirements of the Residence 1-B District and leave unaffected and in full force and effect the remainder restrictions including requiring the compliance with the minimum lot size requirement of the Residence 1-B District, the current zoning classification of the property, that is, Residence 2 District and all other plat restrictions, as such may be amended from time to time, until such time, if ever, as said property is rezoned or until such time, if ever, as such property is subjected to different or additional restrictions pursuant to Code of Ala. 1975 § 11-52-32(c).

Section 3. That the remainder of the matters contained on the Plat, including, but not necessarily limited to, the dedications of public right-of-way and/or public easement(s) thereon, shall otherwise remain in full force and effect.

Section 4. That the Planning Department of the City of Huntsville, Alabama, is hereby authorized and directed to record this Ordinance, along with the Resolution No. 2026-01 of the Planning Commission of the City of Huntsville, Alabama, in the Probate Records of Madison County, Alabama, at the cost of the owners of the lands embraced by the Plat.

Section 5. This ordinance shall take effect from and after the date of its publication.

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

INTRODUCED 9/10/26

ADOPTED AS

ORDINANCE NO. 26-830

BUDGET ORDINANCE

CITY OF HUNTSVILLE, ALABAMA

FISCAL YEAR BEGINNING OCTOBER 1, 2026

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, The Budget of the City of Huntsville, Alabama, for the fiscal year 2026-2027, is hereby adopted, as follows:

- A. The budgets for the various funds of the City are attached hereto as Exhibit "A" and made a part hereof by reference.
- B. The agency appropriations listings are attached hereto as Exhibit "B" and made a part hereof by reference.
- C. The authorized strength of each department of the City is hereby determined to be that shown on Exhibit "C" attached hereto and made a part hereof by reference.
- D. That, as an additional benefit to all eligible employees, a longevity banquet in fiscal year 2026-2027, for all regular, full-time employees who, between January 1 and December 31 of the year in which such banquet is scheduled, have been employed by the City for exactly 25, 30, 35, 40, 45 or 50 years, is hereby authorized.
- E. That in accordance with generally accepted accounting principles (GAAP), encumbrances outstanding as of September 30th shall lapse, and require re-appropriation in the next fiscal year.
- F. That it is hereby, the stated policy and goal of the City of Huntsville to maintain at all times a General Fund undesignated fund balance, determined according to generally accepted accounting principles, of at least 11.5% of the General Fund operating revenue budget, exclusive of grants.
- G. That, unless otherwise required by State law or by resolution or ordinance duly adopted by the City Council, the Finance Director is hereby authorized to authorize and make payment of an expenditure/expense provided that the expenditure/expense is from an appropriation within a budget duly adopted by the City Council as provided for herein or as subsequently amended and in accordance with proper accounting, policies and internal controls. Furthermore, the Finance Director is hereby directed to present a report of expenditures paid to the City Council Finance Committee chairman, who shall submit same for approval by the City Council at its regularly scheduled meetings.
- H. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to the expenditure accounts in the General Fund Revolving Revenue Fund, but only in an amount that does not exceed the revenue received in the fund in each of the revenue accounts that are associated with such expenditure accounts.
- I. That the Finance Director is hereby authorized, without further action by the City Council to set managerial budgets for other funds not listed in this ordinance. That the managerial budgets will be included in the proposed budget document. That those funds will be operated through these managerial budgets in accordance with current policy and procedures and presented appropriately in interim reports. Any changes to these budgets will be reviewed and approved by the Finance Committee. The City Council will be notified of changes approved promptly.
- J. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate revenue and expenditure accounts for donations, debt issuance and grants in total amount as they are accepted, adopted or approved by the City Council at a regular City Council meeting.
- K. That the Finance Director is hereby authorized, without further action by the City Council, upon approval of the Mayor, to make budget amendments between personnel, operational and capital accounts within a single department of any (one) single fund.
- L. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to authorized strength as personnel actions are accepted, adopted or approved by the City Council at a regular City Council meeting.
- M. That 30% of Simplified Sellers Use Tax Revenues received in excess of \$25,865,000.00 shall be distributed to the 1990 School Support Fund for Huntsville City Schools, with said excess funds to be used by Huntsville City Schools. Furthermore, the Finance Director shall be authorized, without further action of the City Council, to make budget amendments to appropriate accounts for proper accounting and timely distribution of the amounts approved herein.
- N. Twelve (12) of the full-time positions listed for the Police Department in Exhibit C shall be authorized effective July 1, 2027, and Five (5) of the full-time positions listed in Exhibit C for the Fire & Rescue Department shall be authorized effective July 1, 2027.

ORDINANCE NO. 26-830 (Cont'd)

ADOPTED this the 24th day of September 2026.

Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

Tommy Battle
Mayor of the City of Huntsville,
Alabama

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Revenues and Expenses/Expenditures - Exhibit A General Fund				
REVENUE SOURCE	Proposed FY 2027			
	\$			
SALES TAX	144,930,000			
USE TAX	32,000,000			
SIMPLIFIED SELLERS USE TAX (SSUT)	25,865,000			
PILOT REVENUE	32,778,594			
PROPERTY TAXES	40,836,846			
LICENSE FEES	31,160,000			
PERMIT FEES	7,779,000			
ALL OTHER REVENUE	45,244,400			
Total Revenue	360,593,840			

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Revenues and Expenses/Expenditures - Exhibit A General Fund				
Departments	Personnel	Operations	Capital	Total
	\$	\$	\$	\$
ADMINISTRATION	3,818,846	308,563	-	4,127,409
ANIMAL SERVICES	3,485,677	766,100	-	4,251,777
CEMETERY	1,558,357	346,717	-	1,905,074
CITY CLERK	1,049,902	529,250	56,000	1,635,152
CITY COUNCIL	559,647	62,300	-	621,947
CODE ENFORCEMENT	2,059,494	192,202	-	2,251,696
ENGINEERING	4,505,067	132,736	-	4,637,803
FINANCE	65,844,643	599,000	-	7,374,085
FIRE & RESCUE	5,394,338	6,130,386	915,000	71,480,780
FLEET SERVICES	6,144,215	3,806,404	-	6,950,619
GENERAL OPERATIONS	6,798,372	15,099,897	-	21,898,269
HUMAN RESOURCES	2,164,595	2,769,600	-	4,934,195
INSPECTION	4,336,474	104,873	-	4,441,347
ITS	5,475,687	10,150,891	50,000	15,676,578
LANDSCAPE MANAGEMENT	15,933,253	6,751,980	120,750	22,805,983
LEGAL	3,193,970	2,365,000	-	5,558,970
MUNICIPAL COURT	5,300,173	894,317	30,000	6,224,490
NATURAL RESOURCES	1,188,099	61,522	85,000	1,334,621
PARKING	2,637,437	1,262,033	389,000	4,288,470
PARKS & RECREATION	13,812,263	976,284	-	14,788,547
PLANNING	5,456,132	867,450	20,000	6,343,582
POLICE	81,887,835	6,524,798	396,000	88,808,633
PUBLIC WORKS	13,960,578	1,569,251	22,500	15,552,329
TRAFFIC ENGINEERING	4,630,238	737,565	31,500	5,399,303
Total	264,970,376	67,730,256	2,225,750	334,926,382

Departments	Appropriations	Intergovernmental	Transfers	Total
GENERAL EXPENSES	2,123,543	12,665,000	10,878,915	25,667,458
Grand Total Expenditures				360,593,840

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Revenues and Expenses/Expenditures - Exhibit A Other Funds		
	Revenues	Expenditures
Liquor and Lodgings Taxes		
Liquor and Lodgings Taxes	23,769,000	
Agency Appropriations and Intergovernmental Contracts		17,015,229
Debt Service		5,826,302
Water Pollution Control Fund		
Charges for Services	58,432,200	
Other Revenues	2,062,200	
Personnel		16,303,948
Operating		11,018,510
Capital		19,373,823
Debt Service		8,154,499
Sanitation		
Charges for Services	22,656,000	
Other Revenues	100,000	
Personnel		11,600,798
Operating		9,937,469

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Agency Appropriations - Exhibit B	
	Proposed FY 2027
GENERAL FUND AGENCY APPROPRIATIONS	\$
100 BLACK MEN OF GREATER HUNTSVILLE, INC.	10,000
ABILITY PLUS	40,000
BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY	25,000
BOYS & GIRLS CLUBS OF NORTH ALABAMA, INC.	150,000
CARING LINK	20,000
CATHOLIC CENTER OF CONCERN (DIOCESE OF BIRMINGHAM AL)	50,000
CHRISTMAS CHARITIES YEAR ROUND	20,000
COMMUNITY ACTION AGENCY PARTNERSHIP	75,000
COMMUNITY FREE DENTAL CLINIC	100,000
DOWNTOWN HUNTSVILLE, INC.	90,000
ENABLE MADISON COUNTY (CASA)	20,000
FAMILY SERVICES, INC. (LIFT HOUSING, INC.)	10,000
FIRST STOP, INC.	170,000
FREE 2 TEACH	20,000
GIRLS INC. OF HUNTSVILLE	25,000
GRANDPARENTS AS PARENTS	25,000
HATCH HSV, INC.	40,000
HEALS, INC.	35,000
HUNTSVILLE COMMUNITY WATCH	23,543
HUNTSVILLE HOSPITAL FOUNDATION	25,000
HUNTSVILLE LEARNING CENTER	40,000
HUNTSVILLE-MADISON COUNTY SENIOR CENTER, INC.	450,000
IDEFY	10,000
INVEST NORTHWEST CORPORATION	35,000
LAND TRUST OF NORTH ALABAMA, INC.	125,000
LEGAL SERVICES OF ALABAMA	50,000
MADISON COUNTY 310 BOARD	40,000
NATIONAL CHILDREN'S ADVOCACY CENTER	50,000
NATIONAL COALITION OF 100 BLACK WOMEN	10,000
NEIGHBORHOOD NURSING - UAH	50,000
NEW FUTURES, INC.	40,000
NORTH ALABAMA HOMEBUILDERS ACADEMY	200,000
NORTH ALABAMA INTERNATIONAL TRADE ASSOCIATION	35,000
NOT ONE MORE ALABAMA	10,000

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Agency Appropriations - Exhibit B	
	Proposed FY 2027
GENERAL FUND AGENCY APPROPRIATIONS (CONTINUED)	\$
PARKINSON'S DYNAMICS	25,000
PARTNERSHIP FOR DRUG FREE COMMUNITY, INC.	50,000
SECOND MILE DEVELOPMENT, INC.	35,000
SHOWERUP	5,000
SINGING RIVER TRAIL - LAUNCH 2035	50,000
SOUTH HUNTSVILLE BUSINESS ASSOCIATION (MAIN STREET)	35,000
UNITED WAY	50,000
VILLAGE OF PROMISE, INC.	60,000
WELLSTONE BEHAVIORAL HEALTH	925,000
YMCA OF METROPOLITAN HUNTSVILLE (H'VILLE CHLD CARE CTR)	45,000
	3,398,543
GENERAL FUND INTERGOVERNMENTAL AND CONTRACTS	\$
CHAMBER OF COMMERCE OF HUNTSVILLE/MADISON CO.	300,000
FOOD BANK OF NORTH ALABAMA, INC.	50,000
HUNTSVILLE CITY SCHOOLS, BOARD OF EDUCATION	55,000
HUNTSVILLE HOSPITAL	150,000
HUNTSVILLE PUBLIC LIBRARY	6,007,000
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE	100,000
MADISON COUNTY COMM (NEAVES-DAVIS CENTER FOR CHILDREN)	873,000
MADISON COUNTY COMM (JAIL OPERATIONS)	2,100,000
MADISON COUNTY HEALTH DEPARTMENT	1,335,000
NASA/MARSHALL SPACE FLIGHT CENTER RETIREES ASSOC	50,000
WELLSTONE BEHAVIORAL HEALTH CAPITAL	200,000
WELLSTONE BEHAVIORAL HEALTH JAIL DIVERSION PROGRAM	50,000
WELLSTONE BEHAVIORAL HEALTH STAFFING CO-RESPONDER	120,000
	11,390,000

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Agency Appropriations - Exhibit B			
	Proposed FY 2027		
LODGING AND LIQUOR TAX FUND APPROPRIATIONS AND CONTRACTS	\$		
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE)	575,000		
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) @ SANDRA MOON	60,000		
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) CAPITAL	350,000		
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) STAFFING	172,738		
BURRITT MUSEUM (93-21)	635,000		
EARLYWORKS MUSEUMS	760,000		
FANTASY PLAYHOUSE	200,000		
HISTORIC HUNTSVILLE FOUNDATION	30,000		
HUNTSVILLE BALLET ASSOCIATION	50,000		
HUNTSVILLE BOTANICAL GARDENS, INC. (93-21)	560,000		
HUNTSVILLE CONVENTION & VISITORS BUREAU (12-365)	4,007,750		
HUNTSVILLE MUSEUM OF ART (93-21)	1,450,000		
HUNTSVILLE SPORTS COMMISSION (12-365)	635,375		
HUNTSVILLE SYMPHONY ORCHESTRA ASSOCIATION	195,000		
HUNTSVILLE TENNIS CENTER BOARD OF CONTROL (93-21)	250,000		
LAND TRUST OF NORTH ALABAMA, INC. FACILITIES PROJECT (10-YR)	200,000		
ORION AMPHITHEATER (17-456)	1,105,900		
U.S. SPACE & ROCKET CENTER FOUNDATION (93-21)	325,000		
VON BRAUN CENTER - CAPITAL (17-456)	251,591		
VON BRAUN CENTER - OPERATING (12-365)	5,131,875		
WEEDEN HOUSE MUSEUM (93-21)	70,000		
	17,015,229		
TOTAL SPECIAL APPROPRIATIONS	31,803,772		

City of Huntsville Annual Budget for the Fiscal Year Beginning October 1, 2026 Authorized Strength - Exhibit C			
Proposed for FY27			
Department	FT	PT	Total
Administration	24	21	45
Animal Services	42	4	46
Cemetery	18	1	19
City Clerk	12	1	13
City Council	8	1	9
Community Development	44	4	48
Emergency Management Agency	9	1	10
Engineering	43	5	48
Finance	56	2	58
Fire & Rescue	537	7	544
Fleet Services	59	1	60
General Services	64	10	74
Human Resources	18	2	20
Information Tech Services (ITS)	51	2	53
Inspection	38	3	41
Landscape Management	197	3	200
Legal	20	1	21
Municipal Court	51	4	55
Natural Resources	10	3	13
Parking	27	42	69
Parks & Recreation	157	163	320
Planning	45	5	50
Police	713	170	883
Public Transit	87	54	141
Public Works (Includes Sanitation)	313	1	314
Traffic Engineering	45	3	48
Water Pollution Control	174	3	177
Grand Total	2862	517	3379

ORDINANCE NO. 26-831

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 89-79, adopted on February 23, 1989, as amended, is hereby further amended to provide that all eligible employees of the City of Huntsville shall receive a two percent (2.0%) cost of living adjustment ("COLA") effective the first pay period in fiscal year 2027, which starts October 12, 2026. The two percent (2.0%) COLA shall be incorporated into the City of Huntsville's fiscal year 2026-2027 annual budget at such time as it is adopted by the City Council.

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO: 26-832

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. Division 1, *Generally*, of Article VII, *Departments, Department Heads and Other Appointed Officers*, of Chapter 2, *Administration*, of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to add the following Section 2-292:

Sec. 2-292. Personnel manual.

The City of Huntsville, Personnel Policies and Procedures Manual, as established by Ordinance No. 04-315, adopted December 16, 2004, and as amended from time to time, ("Personnel Manual") shall not constitute an employment contract with those holding an appointive position of the mayor, including, but not limited to, those set forth in this article, and such appointive positions shall not be governed by the provisions of the Personnel Manual except (1) where otherwise provided by law, and (2) when enforcing the terms of the Personnel Manual in his or her capacity as a supervisor or department head.

Section 2. Section 2-322 of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 2-322. Administration department established.

(a) The administration department is hereby created. The administration department provides the administrative and logistics structure necessary for the orderly operations of certain offices supporting the duties of the mayor, city council, and the various departments of the city. Where necessary to advance administrative, personnel, and financial processes, the department shall be under the supervision of the city administrator, serving as department head.

(b) Offices assigned to the administration department shall be the office of the mayor; the communications office; the office of economic and urban development; the office of multicultural affairs; and the office of infrastructure development.

Section 3. Section 2-325 of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 2-325. Position of external relations and industrial recruitment officer established.

(a) The position of external relations and industrial recruitment officer is established and assigned to the office of the mayor. The external relations and industrial recruitment officer, whose qualifications are established by the mayor, shall be appointed by the mayor subject to the approval of the city council as provided by law and shall be under the direct supervision and control of the mayor. The external relations and industrial recruitment officer shall hold office for the term of the mayor making the appointment. Generally, the external relations and industrial recruitment officer shall be available to councilmembers to respond to requests for information or questions related to matters under the general control of the external relations and industrial recruitment officer which are pertinent to the performance of a councilmember's duties.

(b) The duties of the external relations and industrial recruitment officer, which shall be performed in accordance with applicable laws, include the following:

- Serves as a liaison between the city and various external audiences such as other governing bodies and elected officials, trade groups, businesses, non-profit organizations, or other groups desiring to collaborate with the city.
- Works with government relations consultants to establish policy goals, monitors proposed legislation, and advocates for issues important to the city; performs contract management duties providing oversight to the various government relations contracts of the city.
- Publishes regular reports to department heads of the city on proposed legislation or matters before state and federal legislative or regulatory bodies of consequence to municipal functions; gathers input from department heads for communication to the legislative or regulatory bodies and the city's government relations consultants.
- In collaboration with the director of economic and urban development, the Chamber of Commerce, Alabama Department of Commerce, and other agencies monitors opportunities for industrial development within the city; develops responses to requests for proposal.
- In coordination with the Chamber of Commerce and the director of economic and urban development, plans and hosts industry site visits and negotiates agreements for city support or services required to accomplish their siting and operations within the city.
- Maintains relationships with and monitors local business conditions for existing major employers and industries; assists with opportunities for existing industry to expand and reposition within the city.
- Coordinates with the director of economic and urban development and senior director of engineering in establishing site opportunities and corridor development required to facilitate continued industrial growth into the future, both near and long term.
- Represents the mayor and city at events and meetings with other government officials, industrial representatives, and private organizations on broad topics related to the governance and economic conditions of the city and region, at local, national, or international locations as required.
- Drafts memos, letters, articles, talking points, speeches, and other forms of communication for the mayor in consultation with the director of communication.
- Performs research on diverse topics needed by the mayor to make informed decisions or to stay abreast of pertinent issues.
- Assists in coordinating special activities within the office of the mayor.
- Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution or at the direction of the mayor or city administrator.

Section 4. Section 2-331 of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 2-331. Duties of the director of economic and urban development.

The duties of the director of economic and urban development, which shall be performed in accordance with applicable laws, include the following:

- In matters related to his office and, more broadly, the operations of the city through its various departments, the director of economic and urban development shall serve as an executive director of the city, directly assisting and advising the mayor in management of the city. He shall prepare special reports and attend special meetings as may be required by the mayor. The director of economic and urban development shall assist and collaborate with the mayor and other executive directors of the city in the development, implementation, and furtherance of city goals, plans, and policies.
- Coordinates all aspects of the city's economic development programs and initiatives; ensures continuous communications, coordination, and collaboration with the Chamber of Commerce, Redstone Arsenal leadership, Convention and Visitors Bureau, and other agencies/organizations involved in job creation, private development, and general economic growth throughout the City, including industry and trade associations.
- Provides broad oversight to all the City's planning and development functions, particularly ensuring coordination and collaboration between the various departments and divisions performing community master planning, visioning of city development strategies, land-use designations, and transportation network development.
- Encourages, actively pursues, and sets general conditions for commercial, industrial, hospitality, residential, retail, and other forms of private investment and economic activities throughout the city.
- Focuses on the development of research park and industrial park properties throughout the city; provides the city's primary oversight of development and maintenance of Cummings Research Park, collaborating with the research park manager.
- Coordinates and collaborates with the city administrator, senior director of engineering, and the various departments of the city for development and resourcing of all public infrastructure required for effective functioning of city services throughout the community.
- Maintains relationships with and monitors local business conditions for existing major employers and industries; assists with opportunities for existing industry to expand and reposition within the city.
- Represents the mayor and city at events and meetings with other government officials, industrial representatives, and private organizations on broad topics related to the governance and economic conditions of the city and region, at local, national, or international locations as required.
- Is directly and continuously involved in the development, management, and execution of the city's capital improvement plans.
- Provides general supervision, oversight, and control of the following departments: community development, inspection, natural resources, and planning.
- Ensures sound administrative management of the day-to-day functioning of the departments under his supervision, including but not limited to, budget execution and human resource functions.
- Performs related work as required, and performs any and all duties that may be required of him by ordinance or resolution.

Section 5. Section 2-332 of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 2-332. Position of deputy director of economic and urban development established.

- (a) The position of deputy director of economic and urban development is hereby established. The deputy director of economic and urban development, whose qualifications are established by the mayor, shall be appointed by the mayor subject to the approval of the city council as provided by law and shall hold office for the term of the mayor making the appointment. The deputy director of economic and urban development shall be under the direct supervision and control of the director of economic and urban development. Generally, the deputy director of economic and urban development shall be available to council members to respond to requests for information or questions related to matters under the general control of the deputy director of economic and urban development which are pertinent to the performance of a councilmember's duties.
- (b) The duties of the deputy director of economic and urban development, which shall be performed in accordance with applicable laws, include the following:
- Assists the director of economic and urban development in planning, organizing, directing, coordinating, and evaluating the city's activities aimed at development of the economy and urbanized area.
 - Assists the director of economic and urban development in planning, organizing, and directing the city's planning functions; reviews the compilation, analysis, and interpretation of data affecting urban planning and development; participates in preparation of comprehensive reports based upon careful research and study of planning problems.
 - Coordinates with city officials and other departments and agencies on new or contemplated public and private projects and public/private partnership developments including residential, retail, industrial, and other commercial developments.
 - Represents the director of economic and urban development, when needed, as technical advisor to the planning commission and the metropolitan planning organization on city

Oridnance 26-832 continued from page B2

- (5)

Assists the director of economic and urban development with negotiating contractual agreements related to development between the city, private investors, state government departments and other agencies.
- (6)

Assists the director of economic and urban development with representing the mayor at public meetings with state and federal officials and industry leaders.
- (7)

Assists the director of economic and urban development with preparing and coordinating legislative actions with state legislative delegation.
- (8)

Assists with the preparation and delivering of speeches to public and private organizations.
- (9)

Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution.

Section 6. The purpose of this Section 6 is to rename and amend in their entirety Section 2-341 and Section 2-342 of Division 2, *Administration Department*, of Article VII, *Departments, Department Heads and Other Appointed Officers*, of Chapter 2,

Administration, of the Code of Ordinances of the City of Huntsville, Alabama, in order to: (i) be consistent with **Ordinance No. 25-74**, adopted on January 23, 2025; which amended **Ordinance No. 21-699**, adopted August 26, 2021; which amended **Ordinance No. 13-48**, adopted January 24, 2013; which amended **Ordinance No. 08-1079**, adopted November 11, 2008; and (ii) provide for further amendments. Accordingly, Section 2-341 and Section 2-342 of the Code of Ordinances of the City of Huntsville, Alabama, are hereby renamed and amended in their entirety to read as follows:

Sec. 2-341. - Office of multicultural affairs established.

The office of multicultural affairs is hereby established. The office of multicultural affairs shall be under the general supervision and control of the director of multicultural affairs. The director of multicultural affairs shall be appointed by the mayor subject to the approval of the city council as provided by law and shall be under the direct supervision and control of the mayor. The director of multicultural affairs shall hold office for the term of the mayor making the appointment. Generally, the director of multicultural affairs shall be available to council members to respond to requests for information or questions related to matters under the general control of the director of multicultural affairs which are pertinent to the performance of a council member's duties. The director of multicultural affairs shall also act as a liaison between the city and the community on multicultural issues, programs and activities.

Sec. 2-342. - Duties of the director of multicultural affairs.

The duties of the director of multicultural affairs, which shall be performed in accordance with applicable laws, shall include, but not be limited to, the following:

- (1)

Develops and delivers in collaboration with the human resources department and the equal employment officer, training programs for the city workforce, including ensuring the practice of equitable hiring, cultural awareness/sensitivity, anti-bias behaviors, interpersonal skills, and effective communication.
- (2)

Provides advice to the mayor, city administrator, equal employment officer, and human resources director on strategies to provide equitable opportunities for city employees.
- (3)

Provides technical support and advice to the city's Human Relations Commission, including recommending nominations for mayoral and city council appointments; develops and provides resources for multicultural education and training in a variety of formats and other support programs.
- (4)

Develops and delivers for the police department training focused on cultural competency, anti-bias behaviors, effective communication with diverse communities; ensures these training packages are delivered for both entry-level and veteran officers during annual in-service training programs.
- (5)

Encourages understanding and goodwill, promotes justice, and promotes practices that provide opportunity between and among Huntsville's citizens regardless of race, religion, national origin, age, sex, disability, or ethnicity; collaborates with these individuals and groups to develop collaborative initiatives; promotes communication and mutual understanding and respect among diverse constituencies and persons in the greater Huntsville area.
- (6)

Provides leadership and guidance to various ethnic celebration committees, assessing the needs of multicultural segments of the community; represents the city at multicultural-related community events; serves as liaison to various community organizations ensuring there is open, active, and continuous communication with these groups and the city's senior leadership team.
- (7)

Represents the mayor at neighborhood, civic association, committee, social, business, and other group meetings not requiring his official presence, and reports recommendations reached at those meetings.
- (8)

Enlists the support of civic, labor, religious, professional, business, industrial, and educational programs within the community regarding human rights and community relations practices, laws, regulations, policies, and programs affecting equality and opportunities for persons of all ethnicities, to provide opportunities at every level of community life.
- (9)

Organizes community neighborhood associations and serves as liaison between the Huntsville Council of Neighborhood Associations and other neighborhood organizations and the administration, presenting to the administration the input and recommendations of the community.
- (10)

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.
- (11)

Provides supervision and direction to the assistant director of multicultural affairs and other assigned office personnel, including student interns.
- (12)

Effectively communicates the relationship of the office of multicultural affairs and an organization's goals, major systems, policies, and management and works with other professionals to coordinate programs and promote the multicultural message and events.
- (13)

Attends neighborhood, civic, and business meetings as required.
- (14)

Attends city council meetings, as available, in order to stay abreast of current and pending issues.
- (15)

Assumes other duties and responsibilities as may be directed from the mayor or city administrator.
- (16)

Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution.

Section 7. Division 2, *Administration Department*, of Article VII, *Departments, Department Heads and Other Appointed Officers*, of Chapter 2, *Administration*, of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to add the following Section 2-346 and Section 2-347:

Sec. 2-346. Office of infrastructure development established.

The office of infrastructure development is established. The office shall be under the general supervision and control of the senior director of engineering. The senior director of engineering, whose qualifications are established by the mayor, shall be appointed by the mayor subject to the approval of the city council as provided by law. The senior director of engineering shall hold office for the term of the mayor making the appointment. The senior director of engineering shall be under the direct supervision and control of the mayor. Generally, the senior director of engineering shall be available to councilmembers to respond to requests for information or questions related to matters under the general control of the senior director of engineering which are pertinent to the performance of a councilmember's duties.

Sec. 2-347. Duties of the senior director of engineering.

The duties of the senior director of engineering, which shall be performed in accordance with applicable laws, include the following:

- (1)

In matters related to his office and, more broadly, the operations of the city through its various departments, the senior director of engineering shall serve as an executive director of the city, directly assisting and advising the mayor in management of the city. He shall prepare special reports and attend special meetings as may be required by the mayor. The senior director of engineering shall assist and collaborate with the mayor and other executive directors of the city in the development, implementation, and furtherance of city goals, plans, and policies.
- (2)

Leads and integrates the efforts of various departments in all aspects of design, permitting, acquisition, utility requirements, construction, and maintenance of the city's transportation, drainage, and sewer infrastructure.
- (3)

Coordinates regularly with the director of economic and urban development in master planning and preparing for growth of transportation requirements throughout the city and region, fully considering all modes of transportation. Serves as the city's primary liaison with the Alabama Department of Transportation, the Federal Highway Administration, and other federal, state and local agencies involved in the development and maintenance of transportation, drainage and sanitary sewer infrastructure.
- (4)

Serves as the city's primary liaison with the Alabama Department of Transportation, the Federal Highway Administration, and other federal, state and local agencies involved in the development and maintenance of transportation, drainage and sanitary sewer infrastructure.
- (5)

Coordinates all aspects of city right-of-way management amongst various city departments, other public agencies, and private users.
- (6)

Coordinates and collaborates with the city administrator, director of economic and urban development, and the various departments of the city for development and resourcing of all public infrastructure required for growth throughout the community.
- (7)

Is directly and continuously involved in the development, management, and execution of the city's capital improvement plans.
- (8)

Provides general supervision, oversight, and control of the following departments: city engineering, traffic engineering, and water pollution control.
- (9)

Ensures public infrastructure needs are met as it relates to residential, commercial, and industrial sites and subdivisions for newly annexed, developed and redeveloped areas.
- (10)

Ensures sound administrative management of the day-to-day functioning of the departments under his supervision, including but not limited to, budget execution and human resource functions.
- (11)

Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution.

Secs. 2-348—2-452. Reserved

Section 8. **Ordinance No. 92-651**, adopted November 18, 1992; as amended by **Ordinance No. 93-410**, adopted June 24, 1993; as amended by **Ordinance No. 93-621**, adopted September 30, 1993; as amended by **Ordinance No. 93-786**, adopted December 9, 1993; and as amended by **Ordinance No. 14-182**, adopted March 13, 2014, established the division of community development and the duties of the manager of community development. **Ordinance No. 92-651**, as amended from time to time, was not codified. This Section 9 further amends **Ordinance No. 92-651**, as amended from time to time, and includes it in the Code of Ordinances of the City of Huntsville, Alabama, by amending Article VII, *Departments, Department Heads and Other Appointed Officers*, of Chapter 2, *Administration*, of the Code of Ordinances of the City of Huntsville, Alabama, to create Division 19, which reads in its entirety as follows:

DIVISION 19. COMMUNITY DEVELOPMENT DEPARTMENT

Sec. 2-891. Community development department established; references to department.

- (a)

Department established. The community development department is hereby established. The community development department may also be referred to as the

department of community development or simply community development. The community development department shall be under the general supervision and control of the director of community development. The director of community development, whose qualifications are established by the mayor, shall be appointed by the mayor subject to the approval of the city council as provided by law. The director of community development shall hold office for the term of the mayor making the appointment. The director of community development shall be under the direct supervision and control of the director of economic and urban development. Generally, the director of community development shall be available to the councilmembers to respond to requests for information or questions related to matters under the general control of the director of community development pertinent to the performance of a councilmember's duties.

(b) *References.*

- (1)

Where references are made in this Code and other ordinances of the city to the division of community development or the community development division, such references shall mean and refer to the community development department established by this section.
- (2)

Where references are made in this Code and other ordinances of the city to the manager of community development, such references shall mean and refer to the director of community development.

Sec. 2-892. Duties of the director of community development.

The duties of the director of community development, which shall be performed in accordance with applicable law, include the following:

- (1)

Plans, organizes and coordinates the programs and activities of the community development department.
- (2)

Directs a professional and administrative staff engaged in community planning and development, special economic development projects, grants administration, affordable housing development, and enforcement of city codes relating to unsafe buildings, minimum housing standards, property maintenance and nuisances; approves employee hiring, evaluates employee performance, and conducts employee disciplinary hearings.
- (3)

Monitors program functions and activities and evaluates overall effectiveness; coordinates the preparation of and approves project evaluation reports; reviews organizational and staffing structures.
- (4)

Directs and participates in the development and implementation of department policies and procedures and the establishment of goals and objectives.
- (5)

Supervises and participates in preparing the department budget; coordinates the development of the HUD Consolidated Plan, Action Plan, and budget for federal and state submission.
- (6)

Provides leadership in the management and response to homeless activity, coordinating with city departments, service providers, outreach organizations, and community partners, such as the AL-503 Continuum of Care, to connect individuals to available resources and address homelessness through pathways to stable housing opportunities.
- (7)

Investigates and resolves complaints related to community development programs, code enforcement, property conditions and neighborhood concerns; develops and implements strategies and initiatives to strengthen neighborhoods and improve community conditions.
- (8)

Interprets applicable laws, codes, ordinances and regulations and recommends changes as needed to support effective community development and neighborhood stabilization.
- (9)

Coordinates community development activities with various citizen committees; responds to citizens requests for information relating to grant programs, serving low-income families and neighborhoods, and code enforcement activities to maintain neighborhood standards.
- (10)

Confers with the mayor, city council, directors of city departments, U.S. Department of Housing and Urban Development officials, state officials, and other public agency representatives on current and proposed community development programs and activities.
- (11)

Directs the administrative, financial, and regulatory operations of HUD funded programs, including Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grant, and Continuum of Care.
- (12)

Makes presentations to professional, civic and neighborhood organizations, and participates in public outreach and digital communications to promote community development programs and activities.
- (13)

Maintains liaison with governmental officials and professional peers in the National Community Development Association regarding community development, housing, grants, code enforcement and neighborhood initiatives.
- (14)

Prepares activity, technical and administrative reports and monitors department expenditures to support program accountability and effective use of resources.
- (15)

Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution.

Secs. 2-893—2-921. Reserved.

Section 9. **Ordinance No. 92-654**, adopted November 18, 1992; as amended by **Ordinance No. 93-407**, adopted June 24, 1993; as amended by **Ordinance No. 93-624**, adopted September 30, 1993; as amended by **Ordinance No. 93-789**, adopted December 9, 1993; as amended by **Ordinance No. 99-542**, adopted July 8, 1999; as amended by **Ordinance No. 07-57**, adopted January 25, 2007, established the position of city engineer. Ordinance No. 92-654, as amended from time to time, was not codified. This Section further amends Ordinance No. 92-654, as amended from time to time, and includes it in the Code of Ordinances of the City of Huntsville, Alabama, by amending Article VII, *Departments, Department Heads and Other Appointed Officers*, of Chapter 2, *Administration*, of the Code of Ordinances of the City of Huntsville, Alabama, to create Division 20, which reads in its entirety as follows:

DIVISION 20. CITY ENGINEERING DEPARTMENT

Sec. 2-922. City engineering department established.

The city engineering department is hereby established. The city engineering department may also be referred to as the department of engineering or simply engineering department. The city engineering department shall be under the general supervision and control of the city engineer, who may also be referred to as director of engineering. The city engineer, whose qualifications are established by the mayor, shall be appointed by the mayor subject to the approval of the city council as provided by law. The city engineer shall hold office for the term of the mayor making the appointment. The city engineer shall be under the direct supervision and control of the senior director of engineering. Generally, the city engineer shall be available to the councilmembers to respond to requests for information or questions related to matters under the general control of the city engineer pertinent to the performance of a councilmember's duties.

Sec. 2-923. Duties of the city engineer.

The duties of the city engineer, which shall be performed in accordance with applicable law, include the following:

- (1)

Plans, directs and coordinates the design and construction of all transportation-related infrastructure projects including streets, highways, sidewalks, bridges, greenways and other infrastructure facilitating all modes of transportation; oversees design, acquisition, utility relocation and construction.
- (2)

Coordinates with various city departments during infrastructure design to ensure proper consideration of traffic management and maintainability of the infrastructure.
- (3)

Coordinates with public and private utility providers and other users of the public rights of way and easements.
- (4)

Advises the city administrator, senior director of engineering, and director of economic and urban development on all aspects of transportation and stormwater management requirements in support of development and execution of the city's capital plans.
- (5)

Identifies and pursues grant and cost-sharing opportunities for funding of infrastructure projects from all sources; manages execution of awarded grants and other funding sources, including required recordkeeping, reporting, and reimbursement as required by the awarding authorities.
- (6)

Works closely with planning department, public works department, traffic engineering department, other city departments, metropolitan planning organization members, state agencies, and federal agencies on long-range plans for the development of transportation infrastructure for all modes within the city and the surrounding region;
- (7)

Works on economic development and redevelopment projects to provide transportation infrastructure and utilities to sites.
- (8)

Manages procurement processes and procedures in accordance with local, state and federal regulations for public infrastructure projects.
- (9)

Plans, directs, and coordinates the design and construction of all stormwater management related infrastructure; works to mitigate or eliminate the threat of flooding in accordance with FEMA regulations; manages the city's floodplain programs..
- (10)

Performs duties related to the city's stormwater management program plan in accordance with the city's MS4 permit through permitting and inspection of best management practices on all active construction sites.
- (11)

Review and approval of permits for residential, commercial, and industrial development as it pertains to grading, drainage and public infrastructure in accordance with the city's subdivision regulations.
- (12)

Defines scope, seeks proposals, negotiates fees related to design, permitting, traffic studies and construction of public infrastructure projects.
- (13)

Reviews legal descriptions, tract maps, appraisals for acquisition of public right-of-way and easements for public infrastructure projects; serves as an expert witness during condemnation proceedings.
- (14)

Coordinates with utility providers during design and construction of infrastructure projects for installation and relocation.
- (15)

Reviews environmental documents and permitting in accordance with federal, state, and local regulations.
- (16)

Manages contracts for adherence to scope, budget, contracts, and specifications.
- (17)

Manages the city's bridge inspection and maintenance program in accordance with federal and state requirements.
- (18)

Confers with division managers on proposed engineering department projects and improvements; coordinates the funding for the various projects and programs involving federal, state, and local expenditures.
- (19)

Confers with various administrative officials and public groups on proposed infrastructure projects and programs; coordinates inter-departmental and inter-divisional activities related to these programs; addresses public concerns regarding existing and proposed infrastructure projects
- (20)

Prepares regular and special reports relative to the design, construction, and funding of engineering department projects and programs to ensure fiscal responsibility.
- (21)

Conducts on site review of construction projects with engineering staff and contractors to review progress, resolve conflicts, and ensure compliance

with plans and specifications.

- (22)

Prepares and supervises preparation of regular and special reports relative to the design, construction, and funding of infrastructure projects and programs to ensure compliance and fiscal responsibility.
- (23)

Trains, assigns, reviews, and evaluates the work of professional, technical, and clerical staff.
- (24)

Directs special studies related to transportation, stormwater management, floodway management, and other related infrastructure planning and development.
- (25)

Advises various city departments on the engineering guidelines for land use controls, hydrology, and geological features of land development in accordance with city requirements.
- (26)

Manages contract negotiation and performance for engineering department projects and various other departments receiving procurement management support from the engineering department.
- (27)

Prepares and manages execution of the annual operating budget for the department.
- (28)

Performs related work as required and performs any and all duties that may be required of him by ordinance or resolution.

Secs. 2-924—2-952. Reserved.

Section 10. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama, are specifically included herein by reference as if fully set forth.

Section 11. This Ordinance shall become effective upon its adoption and publication.

ADOPTED this the **24th** day of **September 2026**.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the **24th** day of **September 2026**.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO. 26-833

WHEREAS the City of Huntsville's current Classification and Salary Plan, as adopted by Ordinance No. 89-79, as amended, has governed employees' classification and pay since 1989; and

Whereas, the City Council of the City of Huntsville now wishes to revise its plan;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Huntsville as follows:

1.

That the Salary Schedule identified as Exhibit 1 to Ordinance 26-833 and bearing the signature of Shaundrika Edwards as City Clerk and Jeannie Robinson as President of the City Council and dated, September 24, 2026, which is on file in the Office of the City Clerk of the City of Huntsville is hereby adopted for the purpose of designating the compensation range to be paid to all employees of the City of Huntsville, Alabama, whose compensation is governed by such Salary Schedule.
2.

That on the effective date of this ordinance, **November 23, 2026**, the salary rates for employees in the following positions shall be adjusted as follows:

a.

Firefighter Cadet, currently classified as Grade 13, shall be reclassified as Grade 13P

b.

Firefighter, currently classified as Grade 13, shall be reclassified as Grade 13P

c.

Fire Driver Engineer, currently classified as Grade 14, shall be reclassified as Grade 14P

d.

Assistant Fire Marshal, currently classified as Grade 15, shall be reclassified as Grade 15P

e.

Assistant Fire Marshal II, currently classified as Grade 16, shall be reclassified as Grade 16P

f.

Fire Captain, currently classified as Grade 16, shall be reclassified as Grade 16P

g.

Deputy Fire Marshal, currently classified as Grade 17, shall be reclassified as Grade 17P

h.

District Fire Chief, currently classified as Grade 18, shall be reclassified as Grade 18P

i.

Fire & Rescue Hazmat/Special Operations Chief, currently classified as Grade 19, shall be reclassified as Grade 19P

j.

Fire Marshal, currently classified as Grade 19, shall be reclassified as Grade 19P

k.

Fire & Rescue Training Operations Chief, currently classified as Grade19, shall be reclassified as Grade 19P

l.

Deputy Fire & Rescue Chief, currently classified as Grade 20, shall be reclassified as Grade 20P

m.

Police Officer Cadet, currently classified as Grade 14, shall be reclassified as 14P

n.

Police Officer (Full-Time), currently classified as Grade 14, shall be reclassified as Grade 14P

o.

Investigator, currently classified as Grade 15, shall be reclassified as Grade 15P

p.

Police Sergeant, currently classified as Grade 16, shall be reclassified as Grade 16P

q.

Police Lieutenant, currently classified as Grade 18, shall be reclassified as Grade 18P

r.

Police Captain, currently classified as Grade 19, shall be reclassified as Grade 19P

s.

Deputy Police Chief, currently classified as Grade 20, shall be reclassified as Grade 20P
3.

Salary rates for the employees enumerated in Section 2 of this Ordinance shall be further adjusted as follows:

a.

The Step of each employee enumerated in Section 2 of this Ordinance, upon their move to the new Grade as provided in Section 2 of this Ordinance, shall be adjusted as follows:

i.

Step 8 employees shall move to Step 1

ii.

Step 12 employees shall move to Step 2

iii.

Step 13 employees shall move to Step 3

iv.

Step 14 employees shall move to Step 4

v.

Step 15 employees shall move to Step 5

vi.

Step 16 employees shall move to Step 6

vii.

Step 17 employees shall move to Step 7

viii.

Step 18 employees shall move to Step 8

ix.

Step 19 employees shall move to Step 9

x.

Step 20 employees shall move to Step 10

xi.

Step 21 employees shall move to Step 11

xii.

Step 22 employees shall move to Step 12

xiii.

Step 23 employees shall move to Step 13

xiv.

Step 24 employees shall move to Step 14

xv.

Step 25 employees with less than 17 years of service with the City of Huntsville shall move to Step 15.

xvi.

Step 25 employees with 17 years of service with the City of Huntsville, but less than 19 years of service shall move to Step 16.

xvii.

Step 25 employees with 19 years of service with the City of Huntsville, but less than 21 years of service shall move to Step 17.

xviii.

Step 25 employees with 21 years of service with the City of Huntsville, but less than 23 years of service shall move to Step 18.

xix.

Step 25 employees with 23 years of service with the City of Huntsville, but less than 25 years of service shall move to Step 19.

xx.

Step 25 employees with 25 years or more of service with the City of Huntsville shall move to Step 20.

xxi.

For step assignment calculation pursuant to Sections 3(a)(xv-xx) of this ordinance, years of service shall be calculated beginning with the in-service date the employee began service in the Police or Fire Suppression career field.

b.

Employees in positions which have been reclassified in either title or grade shall be granted immediate status in the new classification without examination or other qualifying tests.

c.

The new salary rates for the employees enumerated in Section 2 of this Ordinance shall be included and maintained under the established Classification Plan in accordance with Section 7 of the City's Personnel Policies and Procedures Manual.

d.

Employees shall maintain their current anniversary date. All employees hired subsequent to the effective date of this ordinance shall have their actual employment date as their anniversary date.
4.

The salary rates for all City of Huntsville employees not enumerated in this Ordinance shall not be affected by this Ordinance.
5.

Severability. The severability provisions of section 1-8 of the City Code shall apply to this ordinance.

ADOPTED this the **24th** day of **September 2026**.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the **24th** day of **September 2026**.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO. 26-834

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Section 8.2 of Ordinance No. 04-315 (Personnel Policies and Procedures Manual), as adopted and approved on December 16, 2004, as amended, is hereby further amended as follows:

8.2 APPOINTMENT RATE (ORD. 06-593) (ORD. 08-776) (ORD. 15-530) (ORD. 21-1180) (ORD. 22-934) (ORD. 23-521)(26-332)

(A) Initial Appointment Rate

Upon initial appointment to a regular, full-time or regular, part-time position, the entrance rate of new hires shall normally be the established minimum rate of the salary grade for the position classification involved.

However, the Mayor or his/her designee may authorize an initial entrance rate above the established minimum rate in the following instances:

- (1)

When an applicant for a position may have qualifications distinctly above and beyond the minimum qualifications required for the position classification; or
- (2)

When recruiting efforts have failed to fill a regular, full-time or regular, part-time position at the minimum rate. In cases of inability to recruit new hires at the established minimum rate, any current employees in positions of the same class and grade, within the same department, and with the same or substantially similar qualifications and experience as the new hire, whose rates are below the rate established as the entrance rate for the new hire shall have their rates adjusted to the rate at which the position is finally filled.

The Director of Human Resources shall be designated the authority to make necessary adjustments for similarly situated employees to ensure equity in compensation, if necessary.

Ordinance 26-834 continued from page B3

(B) Police Officer Appointment Rate

(1) Applicants Without Experience or With Less Than Two (2) Years of Continuous Full-Time APOSTC-Certified Experience
Individuals hired for the position classification of Police Officer, who have no experience, or who have less than two (2) years of continuous full time Alabama Peace Officers' Standards and Training Commission (APOSTC) certified law enforcement experience, shall be hired at the established minimum rate.

Upon successful completion of all APOSTC requirements and the Field Training Officer (FTO) program, as approved by the Police Chief or his/her designee(s), the employee shall be eligible for a one (1) step progression above the established minimum rate.

(2) Applicants With Prior APOSTC Certified or Verified Out-Of-State Certified Experience

Individuals, with the following APOSTC certified law enforcement experience or other state certified law enforcement experience (as verified), shall be hired above the established minimum rate according to the following schedule:

(a) Two (2) years of experience: Two (2) steps above the established minimum rate.

(b) Three (3) years of experience: Three (3) steps above the established minimum rate.

(c) Four (4) years of experience: Four (4) steps above the established minimum rate.

(d) Five (5) years of experience: Five (5) steps above the established minimum rate.

(e) Six (6) years of experience: Six (6) steps above the established minimum rate.

(f) Seven (7) years of experience: Seven (7) steps above the established minimum rate.

(g) Eight (8) or more years of experience: Eight (8) steps above the established minimum rate.

(3) Non-APOSTC Certified Lateral Police Applicants with Other State, Federal or U.S. Military Police Certification

Those individuals who are certified Police Officers in another state, whose certification is verified, shall be eligible for hire at the approved step, above the established minimum rate, as previously referenced, provided they also meet the following conditions:

(a) Currently Employed Police Officers
Individuals, currently employed as Police Officers, with continuous, sworn full-time civilian law enforcement experience, and no break in service at time of hire, must possess a current and valid Peace Officers Standards and Training certification from the state the applicant received training and that certification must be in good standing; or,

(b) Previously Employed Police Officers
Individuals, previously employed Police Officers, who were continuously employed as a sworn full-time civilian law enforcement officer for at least two (2) years, must not have a break in service of more than two (2) years at the time of hire, and must have left employment with their law enforcement certification in good standing with the certifying agency at the time of separation.

(c) All non APOSTC certified lateral applicants must further comply with APOSTC rule 650-X-4-.06.

(C) Firefighter Appointment Rate

(1) Applicants Without Experience or With Less Than Two (2) Years of Paid Professional Firefighter Experience
Individuals hired for the position classification of Firefighter, who have no experience, or who have fewer than two (2) years of paid professional Firefighter experience and who are currently certified or certifiable as a professional Firefighter, Level One, by the Alabama State Personnel and Standards Commission shall be hired at the established minimum rate.

Upon successful completion of becoming certified as a professional Firefighter, Level One, as approved by the Alabama Fire College and/or Fire & Rescue Chief or his/her designee(s), and upon meeting all Huntsville Fire & Rescue requirements, shall be eligible for a one (1) step progression above the established minimum rate.

(2) Applicants With Certified or Verified Paid Professional Firefighter Experience
Individuals, with the following years of paid Professional Firefighter experience, who are certified or certifiable as a professional Firefighter, Level One, by the Alabama State Personnel and Standards Commission (as verified), shall be hired above the established minimum rate according to the following schedule:

(a) Two (2) years of experience: Two (2) steps above the established minimum rate.

(b) Three (3) years of experience: Three (3) steps above the established minimum rate.

(c) Four (4) years of experience: Four (4) steps above the established minimum rate.

(d) Five (5) years of experience: Five (5) steps above the established minimum rate.

(e) Six (6) years of experience: Six (6) steps above the established minimum rate.

(f) Seven (7) years of experience: Seven (7) steps above the established minimum rate.

(g) Eight (8) or more years of experience: Eight (8) steps above the established minimum rate.

(3) Fire & Rescue Suppression Personnel Additional Certification Requirements
Fire & Rescue suppression personnel must additionally meet Firefighter certification requirements established by the Alabama Fire College and Emergency Medical Technician (EMT) requirements, as established and approved by the Fire & Rescue Chief or his/her designee.

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO. 26-835

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Ordinance No. 89-79, as amended, entitled the City of Huntsville Classification and Salary Plan, be and the same is hereby further amended as follows:

Section 1. The position of Senior Director of Engineering is hereby created and classified at a salary grade 24.

Section 2. The position of Director of City Engineering, classified at a salary grade 23, is hereby renamed City Engineer, classified at a salary grade 23.

Section 3. The position of Manager of Community Development, classified at a salary grade 22, is hereby renamed Director of Community Development, classified at a salary grade 22.

Section 4. The position of External Relations Officer, classified at a salary grade 20, is hereby renamed External Relations & Industrial Recruitment Officer, classified at a salary grade 22.

Section 5. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO. 26-837

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

That Chapter 8 (Business), Article IV (Vehicles for Hire), Division 2 (Livery Vehicles), Section 8-272 (Vehicle for Hire Rates) of the City Code is hereby amended as follows: Sec. 8-272. - Vehicle for hire rates.

(a) Taxicabs.

(2) The maximum rate to be charged for a trip to one destination by any taxicab shall be \$5.00 for the first one-half-mile and \$0.15 for each additional one-twentieth-mile. (\$5.00 for the first one-half-mile and \$3.00 for each mile thereafter.)

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

INTRODUCED 9/10/26

ADOPTED 9/24/26

ORDINANCE NO. 26-838

WHEREAS, LeCroix Farms, an Alabama General Partnership, by Brian A. LeCroix and William R. LeCroix, as its Managing Agents, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-

42-24, Code of Alabama 1975.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

A Lot or Parcel of land located in Section 01, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, and also In Section 36, Township 03 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama being more particularly described as follows: Commencing at the Northeast corner of said Section 01, thence, South 87 Degrees 55 Minutes 19 Seconds West for a distance of 651.43 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 01 Degree 34 Minutes 07 Seconds West for a distance of 974.36 feet to a point; thence, North 88 Degrees 27 Minutes 29 Seconds West for a distance of 345.49 feet to a point; thence, South 01 Degree 54 Minutes 00 Seconds West for a distance of 1684.60 feet to a point; thence, South 23 Degrees 29 Minutes 55 Seconds West for a distance of 855.57 feet to a point; thence, South 50 Degrees 23 Minutes 00 Seconds West for a distance of 554.61 feet to a point; thence, North 88 Degrees 37 Minutes 34 Seconds West for a distance of 381.29 feet to a point; thence, South 01 Degree 22 Minutes 55 Seconds West for a distance of 135.47 feet to a point; thence, North 88 Degrees 48 Minutes 52 Seconds West for a distance of 1376.37 feet to a point; thence, South 01 Degrees 22 Minutes 28 Seconds West for a distance of 1320.48 feet to a point; thence, North 88 Degrees 38 Minutes 44 Seconds West for a distance of 100.00 feet to a point; thence, North 01 Degree 46 Minutes 29 Seconds East for a distance of 5353.54 feet to a point; thence, South 88 Degrees 46 Minutes 12 Seconds East 244.86 feet to a point; thence, South 87 Degrees 06 Minutes 58 Seconds East 460.90 feet to a point; thence, South 84 Degrees 17 Minutes 22 Seconds East 435.82 feet to a point; thence, South 86 Degrees 49 Minutes 13 Seconds East 279.21 feet to a point; thence, South 87 Degrees 29 Minutes 19 Seconds East 353.46 feet to a point; thence, South 88 Degrees 50 Minutes 48 Seconds East 461.63 feet to a point; thence, South 88 Degrees 06 Minutes 24 Seconds East 375.01 feet to a point; thence, South 87 Degrees 08 Minutes 15 Seconds East 186.09 feet to a point; thence, South 83 Degrees 25 Minutes 37 Seconds East 131.46 Feet Back To the Point of Beginning and containing 236.58 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

ADOPTED this the 24th day of September 2026.

Jennie Robinson
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

Tommy Battle
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: LeCroix Farms, an Alabama General Partnership, by Brian A. LeCroix and William R. LeCroix, as its Managing Agents (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in Limestone County, Alabama, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "LeCroix Farms Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner has hereunto subscribed my name as of the 13 day of July, 2026.

PETITIONER:
LeCroix Farms, an Alabama General Partnership

Signature: Brian A. LeCroix
Brian A. LeCroix

Signature: William R. LeCroix
William R. LeCroix

As its: Managing Agents

STATE OF Alabama)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, Brian A. LeCroix, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July, 2026.

Cheryl Lynn Murphy
NOTARY PUBLIC

Expiration Date: November 1, 2027

STATE OF Alabama)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, William R. LeCroix, whose name is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 13 day of July, 2026.

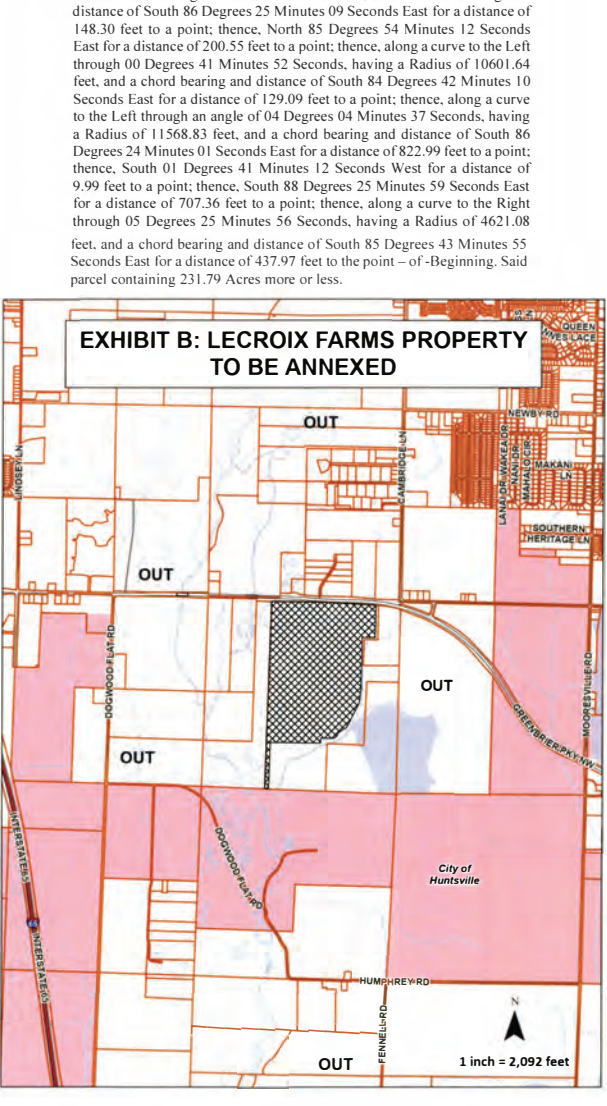
Cheryl Lynn Murphy
NOTARY PUBLIC

Expiration Date: November 1, 2027

Exhibit "A"
(Legal Description of the Property)

A Lot or Parcel of land located in Section 1, Township 4 South, Range 4 West of the Huntsville Meridian, Limestone County, Alabama, being more particularly described as follows: Commencing at the Northeast Corner of said Section 1, thence, North 88 Degrees 28 Minutes 14 Seconds West for a distance of 600.00 feet to a point; thence South 01 Degree 12 Minutes 14 Seconds West for a distance of 144.32 feet to a point; thence, along a curve to the Left through an angle of 00 Degrees 34 Minutes 50 Seconds, having a Radius of 4459.97 feet, and a chord bearing and distance of North 82 Degrees 44 Minutes 06 Seconds East for a distance of 45.18 feet to the point – of – Beginning; thence, South 01 Degrees 12 Minutes 30 Seconds West for a distance of 887.13 feet to a point; thence, North 88 Degrees 27 Minutes 29 Seconds West for a distance of 370.00 feet to a point; thence, South 01 Degrees 54 Minutes 00 Seconds West for a distance of 1684.60 feet to a point; thence, South 23 Degrees 29 Minutes 55 Seconds West for a distance of 855.57 feet to a point; thence, South 50 Degrees 23 Minutes 00 Seconds West for a distance of 554.61 feet to a point; thence, North 88 Degrees 37 Minutes 34 Seconds West for a distance of 381.29 feet to a point; thence, South 01 Degrees 22 Minutes 55 Seconds West for a distance of 135.47 feet to a point; thence, North 88 Degrees 48 Minutes 52 Seconds West for a distance of 1376.37 feet to a point; thence, South 01 Degrees 22 Minutes 28 Seconds West for a distance of 1320.48 feet to a point; thence, North 88 Degrees 38 Minutes 44 Seconds West for a distance of 100.00 feet to a point; thence, North 01 Degrees 46 Minutes 29 Seconds East for a distance of 5287.01 feet to a point; thence, along a curve to the Left through an angle of 02 Degrees 16 Minutes 15 Seconds, having a Radius of 11410.00 feet, and a chord bearing and distance of South 87 Degrees 51 Minutes 20 Seconds East for a distance of 452.18 feet to a point; thence, South 55 Degrees 41 Minutes 20 Seconds East for a distance of 57.92 feet to a point; thence, along a curve to the Left through an angle of 00 Degrees 52 Minutes 18 Seconds, having a Radius of 9748.44 feet, and a chord bearing and

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION



ANNEXATION SUMMARY: LECROIX
July 7, 2026

PETITIONER: LeCroix Farms, an Alabama General Partnership, by Brian A. LeCroix and William R. LeCroix, as its Managing Agents

LOCATION: On the south of Huntsville Brownsferry Rd and west of Greenbrier Pkway
Township 4 South, Range 4 West, Sections 01 and 12
Huntsville Brownsferry Rd, Athens, AL 35613

ACREAGE: 231.79 acres

REASON FOR REQUEST: City Services

ANNEXATION GUIDELINES: LeCroix

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs....

NOT A TAX ISLAND

3. Annexations of land in subdivisions....

NOT PART OF A SUBDIVISION

4. Corridors are discouraged....

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged....

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election....

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes....

RESIDENTIAL AND COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions....

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNER: COPY ATTACHED

STATEMENT REGARDING PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner Brian LeCroix Date 7-2-26

Petitioner William LeCroix Date 7-2-26

ADOPTED 9/24/26

ORDINANCE NO. 26-854

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicants have represented to the City of Huntsville that Jeffrey T. Peters and Tanya L. Peters, are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF HUNTSVILLE, an Alabama municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by JEFFREY T. PETERS and TANYA L. PETERS, husband and wife hereinafter referred to as the Grantees, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantees all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO.

TO HAVE AND TO HOLD the same unto the said Grantees, and to their heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to Ordinance No. 26-854, as of this the 24th day of September, 2026.

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: Tommy Battle, Mayor

Ordinance 26-854 continued from page B4

ATTEST:

By: S. Edwards
Shaundrika Edwards, City Clerk

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, an Alabama municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Huntsville.

Given under my hand and official seal this 24th day of September, 2026.



Anita Gwinn Chavala
NOTARY PUBLIC
My Commission Expires 07/10/2028

THIS INSTRUMENT PREPARED BY:
Anthony Manary
2 The Point Incorporated
8624 Memorial Parkway SW
Huntsville, Alabama 35802
Ph: 256-539-9426

EXHIBIT "A"

EASEMENT TO BE VACATED

STATE OF ALABAMA
MADISON COUNTY

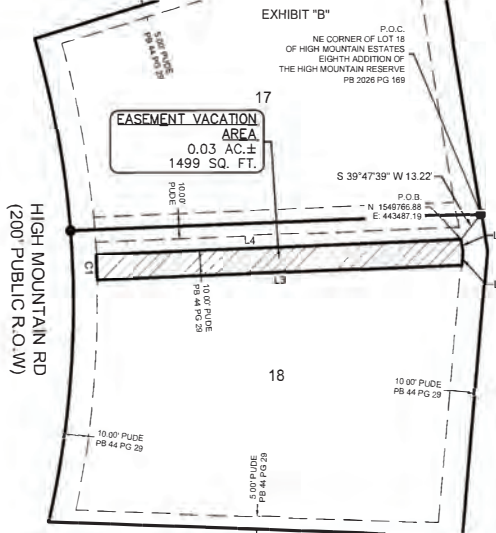
A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED IN THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 18 OF HIGH MOUNTAIN ESTATES EIGHTH ADDITION OF THE HIGH MOUNTAIN RESERVE AS RECORDED IN PLAT BOOK 2026 PAGE 199 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, THENCE, SOUTH 10 DEGREES 41 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 13.22 FEET TO THE POINT OF BEGINNING.

THENCE, SOUTH 09 DEGREES 21 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE, SOUTH 05 DEGREES 11 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 3.05 FEET TO A POINT; THENCE, SOUTH 01 DEGREES 52 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 149.55 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT ALONG A DELTA ANGLE OF 01 DEGREE 30 MINUTES 25 SECONDS, HAVING A RADIUS OF 3822 FEET, AND HAVING A CHORD BEARING NORTH 02 DEGREES 08 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 110.02 FEET TO A POINT; THENCE, NORTH 07 DEGREES 52 MINUTES 34 SECONDS EAST A DISTANCE OF 149.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES MORE OR LESS.

DRAWN BY: ETP	EASEMENT VACATION	
FIELD CREW: BJ	HIGH MOUNTAIN ESTATES	
FIELD DATE: 7/1/26	EIGHTH ADDITION OF THE HIGH	
OFFICE DATE: 07/12/26	MOUNTAIN RESERVE	
CHECKED BY: ASM		
SHEET: 1 OF 2	SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST	
JOB NO: 26-816		



LINE TABLE

NUMBER	DIRECTION	LENGTH
L1	S 9°21'52" E	5.03
L2	S 9°13'17" W	5.09
L3	S 87°52'34" W	149.55
L4	N 87°52'34" E	149.56

CURVE TABLE

NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	10.07	380.22	1°30'29"	10.07	N 2°06'17" W

DRAWN BY: ETP	EASEMENT VACATION	
FIELD CREW: BJ	HIGH MOUNTAIN ESTATES	
FIELD DATE: 7/1/26	EIGHTH ADDITION OF THE HIGH	
OFFICE DATE: 07/12/26	MOUNTAIN RESERVE	
CHECKED BY: ASM		
SHEET: 2 OF 2	SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST	
JOB NO: 26-816		

ORDINANCE NO. 26-854 (Cont'd)

ADOPTED this the 24th day of September 2026.

Janice Robinson
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

Tommy Battle
Mayor of the City of Huntsville,
Alabama

ORDINANCE NO. 26-855

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Santiago Lima, LLC**, is the owner of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

This Instrument Prepared By:
Matthew R. Harrison
Harrison & Gammons, P.C.
2430 L&N Drive
Huntsville, AL 35891
256-533-7711 (HO)

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation, hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid to it by **SANTIAGO LIMA, LLC, AN ALABAMA LIMITED LIABILITY COMPANY**, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

Being all that part of Lot 1 according to the plat of Cniper Industrial Park Phase 3 as recorded in Instrument Number: 20080423000262090 in the Office of the Judge of Probate of Madison County, Alabama and being situated in the Southeast Quarter of Section 7, Township 5 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of said Lot 1 being a mag nail with a wash stamped "LLS 10099" and lying on the Easterly right-of-way line of U.S. Highway 231;

Thence South 88 degrees 41 minutes 58 seconds East (leaving said Easterly right-of-way) along the South line of said Lot 1 a distance of 10.00 feet to the Point of Beginning of the herein described Tract;

Thence North 0 degrees 28 minutes 47 seconds East (leaving said Southerly line of Lot 1) a distance of 5.00 feet; Thence South 88 degrees 41 minutes 58 seconds East a distance of 175.14 feet; Thence South 0 degrees 26 minutes 02 seconds West a distance of 5.00 feet to said South line of Lot 1; Thence North 88 degrees 41 minutes 58 seconds West along said South line of Lot 1 a distance of 175.15 to the Point of Beginning.

Containing 876 square feet or 0.02 acres, more or less.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor, and attested by its City Clerk on this the 24th day of September, 2026.

ATTEST:

GRANTOR:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

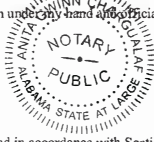
By: S. Edwards
Shaundrika Edwards
City Clerk

By: Tommy Battle
Tommy Battle
Mayor

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TOMMY BATTLE and SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and official seal this the 24th day of September, 2026.



Anita Gwinn Chavala
Notary Public
My Commission Expires 07/10/2028

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Date of Transfer: September 24, 2026
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 1889 Cornhill Road NE, Marietta, AL 35640
Property Address: Vacation of easement along South Side Lot 1, Cniper Industrial Park Phase 3
Purchase Price: \$0 - Nominal value for vacation of easement

ORDINANCE NO. 26-855 (Cont'd)

ADOPTED this the 24th day of September 2026.

Janice Robinson
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

Tommy Battle
Mayor of the City of Huntsville,
Alabama

ADOPTED 9/24/26

ORDINANCE NO. 26-856

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicant has represented to the City of Huntsville that **City of Huntsville**, is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute a quitclaim deed vacating the easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

THIS INSTRUMENT PREPARED BY:
Katherine Amos Beasley
Lanier Ford Shaver & Payne, PC
Attorney for Grantor
2101 W. Clinton Ave, Ste. 102
Huntsville, Alabama 35805
256-535-1100

(Space Above Line for Use by Recording Office)

STATE OF ALABAMA
COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE made and entered into on this 24 day of September, 2026, by and between, **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Grantor") and **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described utility and drainage easements situated in the City of Huntsville, County of Madison, State of Alabama, to-wit ("Easements"):

See **Exhibit "A"** attached hereto and incorporated herein, and said Easements being further depicted in **Exhibit "B"** attached hereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed on its behalf by its Mayor and attested by its City Clerk, pursuant to Ordinance No. 26-856, as of this the 24th day of September, 2026.

[SIGNATURE PAGE TO FOLLOW]

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: Tommy Battle
Tommy Battle, Mayor

ATTEST:

By: S. Edwards
Shaundrika Edwards, City Clerk

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said municipality on the day the same bears date.

Given under my hand and official seal this the 24th day of September, 2026.



Anita Gwinn Chavala
NOTARY PUBLIC
My Commission Expires 07/10/2028

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE DRAFTER. NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO TITLE OPINION ISSUED IN CONNECTION WITH THIS TRANSACTION.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 305 Fountain Circle, Huntsville, Alabama 35801
Grantee's Address: 305 Fountain Circle, Huntsville, Alabama 35801
Property Address: +/-0.15 U&D easements located in S36, T2S, R1W
Purchase Price: N/A

Exhibit "A"

(Legal Description of "Vacated Easements")

3 tracts of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian.

TRACT 1- 10' Permanent Utility and Drainage Easement Vacate:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to the City of Huntsville in Deed Book, 2025, Page 33879 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the north boundary of said City tract North 89 Degrees 07 Minutes 59 Seconds West a distance of 473.39 feet to a #5 rebar set; thence North 89 Degrees 07 Minutes 44 Seconds West a distance of 1131.86 feet to a #5 rebar set; thence leaving the north boundary of said City tract South 2 Degrees 44 Minutes 59 Seconds East a distance of 20.81 feet to a #5 rebar set marking the northeast corner of a 10' Permanent Utility and Drainage Easement, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575917.04, (E) 432534.31 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said easement tract South 2 Degrees 44 Minutes 59 Seconds East a distance of 319.86 feet to a #5 rebar set marking the southeast corner of said easement tract, said point being on a curve to the right having a radius of 2300 feet, a chord of North 75 Degrees 56 Minutes 20 Seconds West for a distance of 10.45 feet; thence along the arc of said curve 10.45 feet to #5 rebar set marking the southwest corner of said easement tract; thence along the west boundary of said easement tract North 2 Degrees 44 Minutes 59 Seconds West a distance of 317.46 feet to a #5 rebar set marking the northwest corner of said easement tract; thence South 89 Degrees 11 Minutes 38 Seconds East a distance of 10.02 feet to the POINT OF BEGINNING.

The above-described tract contains 0.07 acres (3187.77 sq. ft.) more or less and is subject to any existing easements and right-of-way whether or not recorded in the public records.

TRACT 2 - 10' Permanent Utility and Drainage Easement Vacate:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to the City of Huntsville in Book, 2025, Page 33879 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the north boundary of said City tract North 89 Degrees 07 Minutes 59 Seconds West a distance of 468.39 feet to a #5 rebar set; thence leaving the north boundary of said City tract South 1 Degrees 25 Minutes 11 Seconds West a distance of 21.28 feet marking the northeast corner of a 10' Permanent Utility and Drainage Easement, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575899.27, (E) 433669.52 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said easement tract South 1 Degrees 25 Minutes 11 Seconds West a distance of 315.51 feet to a #5 rebar set marking the southeast corner of said easement; thence North 71 Degrees 07 Minutes 46 Seconds West a distance of 10.48 feet to a #5 rebar set marking the southwest corner of said easement tract; thence along the west boundary of said easement tract North 1 Degrees 25 Minutes 11 Seconds East a distance of 312.11 feet to a #5 rebar set marking the northwest corner of said easement tract; thence North 89 Degrees 58 Minutes 59 Seconds East a distance of 10.00 feet to the POINT OF BEGINNING.

The above-described tract contains 0.07 acres (3138.10 sq. ft.) more or less and is subject to any existing easements and right-of-way whether or not recorded in the public records.

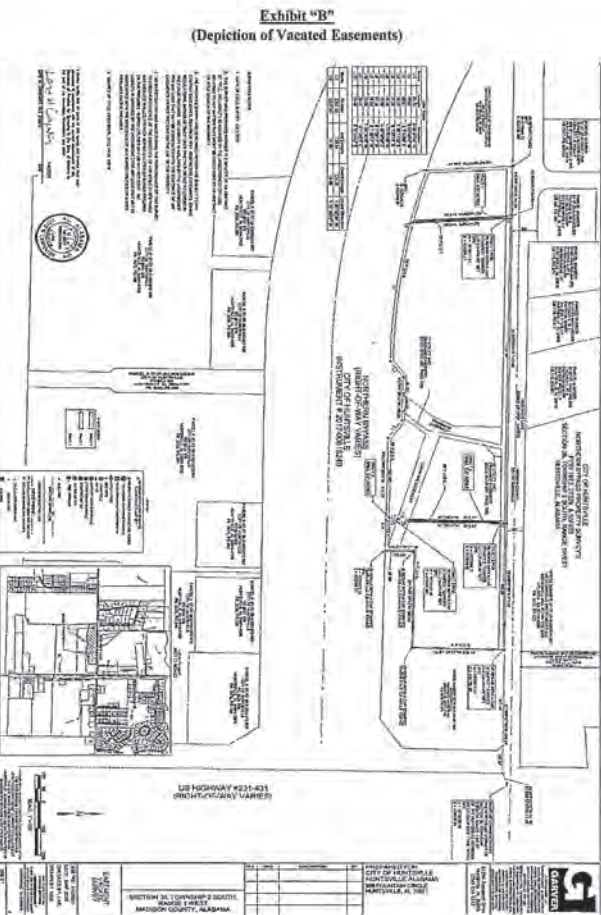
TRACT 3 - 10' Permanent Utility and Drainage Easement Vacate:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to the City of Huntsville in Book, 2025, Page 33879 as recorded in the Office of the Judge of Probate for Madison County, Alabama; thence along the north boundary of said City tract North 89 Degrees 07 Minutes 59 Seconds West a distance of 468.39 feet to a #5 rebar set; thence leaving the north boundary of said City tract South 1 Degrees 25 Minutes 11 Seconds West a distance of 378.17 feet marking the northeast corner of a 10' Permanent Utility and Drainage Easement, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575542.48, (E) 433660.68 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said easement tract South 1 Degrees 25 Minutes 11 Seconds West a distance of 26.62 feet to a #5 rebar set marking the southeast corner of said easement tract; thence North

88 Degrees 26 Minutes 23 Seconds West a distance of 10.00 feet to a #5 rebar set marking the southwest corner of said easement tract; thence along the west boundary of said easement tract North 1 Degrees 25 Minutes 11 Seconds East a distance of 29.44 feet to a #5 rebar set marking the northwest corner of said easement tract; thence South 72 Degrees 43 Minutes 42 Seconds East a distance of 10.40 feet to the POINT OF BEGINNING.

The above-described tract contains 0.01 acres (280.31 sq. ft.) more or less and is subject to any existing easements and right-of-way whether or not recorded in the public records.



ORDINANCE NO. 26-856 (Cont'd)

ADOPTED this the 24th day of September 2026.

Janice Robinson
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

Tommy Battle
Mayor of the City of Huntsville,
Alabama

MANDATORY Pre-bid meeting to be held on **Tuesday, October 6, 2026, at 10:00 am CST**, at City Hall, on the 6th Floor in Training Rooms 624/625 at 305 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: **Beaverdam Creek Sanitary Sewer Extension**, more particularly known as **Project No. 71-26-DR01**.

Description of Project: The addition of approximately 1.75 miles of gravity sewer and related appurtenances for the extension of existing sanitary sewer infrastructure in Limestone County.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and of performance procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"in awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project **Beaverdam Creek Sanitary Sewer Extension** more particularly known as **Project No. 71-26-DR01** requires the contractor to possess a State of Alabama Classification of **(HS) Highways & Streets or (MU) Municipal & Utility**.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the **14th day of October, 2026, until 10:00 am CST**. Bids may be sent via Air Courier, Delivery or Messenger Service, mailed by United States Postal Service, or hand delivered to Attention: Engineering Procurement and Contracts Coordinator, to the City of Huntsville City Hall, 305 Fountain Circle, Huntsville, AL 35801. Delivery by any of these means must be received before 5:00 p.m. CST on the day prior to the bid opening. After 5:00 p.m. CST on the day prior to the date of the bid opening, bids must be hand delivered and presented at the bid opening. All bids received after 10:00:00 a.m. CST on the noted bid date will be returned unopened.

Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements
- Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: <https://www.huntsvilleal.gov/business/bid-a-project/rfp/>. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on a thumbflash drive (preferably in a livelash drive format) in the Excel format. The thumbflash drive (preferably in a livelash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumbflash drive in any manner. If a price discrepancy is found on the thumbflash drive, or the correct version of bid quantities is not submitted on the thumbflash drive, which corresponds to the printed hard copy, then printed hard copies submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

EVERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with § 31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of the contract. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information

ORDINANCE NO: 26-836

WHEREAS, pursuant to Section 40-23-4(a)(55) of the Code of Ala. 1975, the Alabama Legislature has exempted from the state's sales tax the gross proceeds of the sale or sales of hearing instruments as defined in Section 34-14-1 of the Code of Ala. 1975, including hearing aids, through September 30, 2029, unless extended by an act of the Legislature; and

WHEREAS, in accordance with Section 40-23-4(a)(55), the exemption does not apply to municipal sales taxes unless approved by resolution or ordinance adopted by the local governing body; and

WHEREAS, the state's use tax exemptions under Section 40-23-62 of the Code of Ala. 1975 incorporate by reference said exemption; and

WHEREAS, the City Council of the City of Huntsville, Alabama, desires to apply the sales and use tax exemptions for hearing instruments to the City of Huntsville's levy of sales and use taxes under, Article III, Division 2 (sales taxes), and Division 3 (use tax) of the Code of Ordinances of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

Section 1. Sales tax exemption. Subject to Section 3 below, in accordance with Section 40-23-4(a)(55), the gross proceeds of the sale or sales of hearing instruments as defined in Section 34-14-1 of the Code of Ala. 1975, are hereby exempted from the provisions of Chapter 15, Article III, Division 2 (sales taxes) of the Code of Ordinances of the City of Huntsville, Alabama, and from the computation of the amount of the tax levied, assessed, or payable under said Division 2 (sales taxes).

Section 2. Use tax exemption. Subject to Section 3 below, the storage, use, or other consumption in the City of Huntsville, Alabama, of the hearing instruments exempted under Section 1 of this Ordinance are hereby specifically exempted from the tax imposed by Chapter 15, Article III, Division 3 (use tax) of the Code of Ordinances of the City of Huntsville, Alabama.

Section 3. Effective date; duration.

(a) **Effective date.** The foregoing exemptions under Section 1 and Section 2 shall have an effective date of September 1, 2027.

(b) **Duration.** The duration of the foregoing exemptions under Section 1 and Section 2 shall be until September 30, 2029.

Section 4. Required notice. The City Clerk of the City of Huntsville, Alabama, is hereby authorized to cause a certified copy of this Ordinance to be filed with the Alabama Department of Revenue by July 1, 2027, in accordance with Section 40-23-4.01(a)(3) of the Code of Ala. 1975.

Section 5. The sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable so that if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause or phrase of this Ordinance; for the City Council of the City of Huntsville, Alabama, hereby declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provisions.

Section 6. This Ordinance shall become effective upon its adoption and publication; provided, however, the sales and use tax exemptions provided by this Ordinance shall become effective no earlier than September 1, 2027.

ADOPTED this the 24th day of September 2026.

/s/ Jennie Robinson
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 24th day of September 2026.

/s/ Tommy Battle
Mayor of the City of Huntsville,
Alabama

INTRODUCED 9/10/26 **ORDINANCE NO. 26-839**

Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

ADOPTED 9/24/26

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing approximately 2.41 acres, more or less, as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Leeman Ferry, LLC, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

WHEREAS, it is the judgment and opinion of the Mayor and the City Council of the City of Huntsville, that, pursuant to §11-47-20 of the Code of Alabama (1975), that the Subject Property is no longer used or needed for a public purpose; and

WHEREAS, it is necessary for the Mayor of the City of Huntsville to enter into that certain Agreement for Purchase and Sale between the City of Huntsville and LEEMAN FERRY, LLC attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to LEEMAN FERRY, LLC in exchange for Eight Hundred Seventy-One Thousand Two Hundred and No/100 Dollars (\$871,200.00); and

WHEREAS, the sale of the Subject Property, is for a price and exceeds the cost to the City to acquire the same, and in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, that said amount is fair and reasonable compensation for the Subject Property; and

WHEREAS, the Agreement is authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama constitution, as amended; and

WHEREAS, the Mayor of the City of Huntsville is authorized to execute the Agreement, a statutory warranty deed, and all other documents necessary to transfer and convey any interest the City may have in the Subject Property to LEEMAN FERRY, LLC; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of the Subject Property as surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser for the surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the Code of Alabama (1975); and

2. The sale of the Subject Property, is for a price in excess of the cost to the City to acquire the same, and the sales price for the Subject Property as set forth in the Agreement is found and determined to be the fair and reasonable value of the land; and

3. The Agreement is hereby authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama Constitution, as amended; and

4. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property to LEEMAN FERRY, LLC in accordance with the terms of said Agreement, to execute and deliver a statutory warranty deed, and all documents required to close said sale for and on behalf of the City, along with all other instruments, agreements, amendments, or other documents as shall be necessary or desirable in connection with the transaction contemplated thereby or in furtherance of the Agreement; and

5. The Director of Finance shall budget the sales proceeds to the 1990 Capital Improvement Fund for use in continued improvements to and within John Hunt Park; and

6. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the Code of Alabama (1975); and

7. A copy of said ordinance, Agreement, and other real estate closing documents, as legally required, shall be kept on file in the office of the City Clerk of the City of Huntsville, Alabama; and

8. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the Code of Alabama (1975).

ADOPTED this the 24th day of September 2026.

Jennie Robinson
President of the City Council of
the City of Huntsville, Alabama

Tommy Battle
Mayor of the City of Huntsville,
Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

A tract of land lying and being in Section 13, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of the Old Huntsville/Madison County Airport Park as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat book 24 Page 19 and being more particularly described as follows:

Commencing at a #5 rebar with a cap stamped "BIG SPRING SURVEYING CA-12573CA-040LS" marking the west right of way for Leeman Ferry Road, said point being the Northeast corner of Lot 1 of Clark Park Subdivision as recorded in Office of the Judge of Probates of Madison County, Alabama in Plat Book 2022, Page 91-92; thence along said right of way North 01 Degrees 31 Minutes 32 Seconds East a distance of 98.52 feet to a #5 rebar with found; thence North 01 Degrees 24 Minutes 43 Seconds East a distance of 212.64 feet to a #5 rebar found marking the Northeast corner of a tract of land conveyed to JD Ingram Properties LLC in Deed Book 2021 Page 6728 as recorded in the Office of the Judge of Probates of Madison County, Alabama; thence leaving said right of way North 89 Degrees 30 Minutes 07 Seconds East a distance of 23.79 feet to the northwest corner of Section 13, Township 4 South, Range 1 West per Plat Book 24, Page 19 as recorded in the Office of the Judge of Probate of Madison County, Alabama; thence South 89 Degrees 09 Minutes 41 Seconds East a distance of 38.93 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-L3" (typical) set marking the south boundary of a tract of land conveyed to Gwen Reed in Deed Book 750, Page 997 as recorded in the Office of the Judge of Probate of Madison County, Alabama and the east right of way for Leeman Ferry Road, said point marking the Point of Beginning of the herein described tract having established grid coordinates of N. 4529183.29 E. 428186.00 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83)

Thence leaving said right of way and along the south boundary of said Reed tract South 89 Degrees 09 Minutes 40 Seconds East a distance of 270.63 feet to a #5 rebar set marking the West right-of-way for Don Mincher Drive, said point being on a curve to the left, having a radius of 5082.62 feet, the chord of which is South 02 Degrees 51 Minutes 55 Seconds West for a distance of 331.96 feet; thence leaving said south boundary and along said right-of-way and the arc of said curve 331.92 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is South 48 Degrees 13 Minutes 18 Seconds West for a distance of 35.46 feet; thence along the arc of said curve 39.41 feet to a #5 rebar set on the north right-of-way for Philip Dotts Drive Southwest, thence leaving said west right-of-way and along the north right-of-way of said Philip Dotts Drive North 89 Degrees 10 Minutes 41 Seconds West a distance of 210.90 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is North 43 Degrees 25 Minutes 00 Seconds West for a distance of 35.51 feet; thence along the arc of said curve 39.48 feet to a #5 rebar set on the East right of way of Leeman Ferry Road, thence leaving said north right-of-way and along the east right-of-way of Leeman Ferry Road North 01 Degrees 20 Minutes 20 Seconds East a distance of 326.62 feet to the POINT OF BEGINNING

The above-described tract contains 2.14 acres (93233.65 sq. ft.), more or less and is subject to any existing

EXHIBIT "B"
(Agreement for Purchase and Sale)

[Attach copy of Agreement for Purchase and Sale between the City of Huntsville and Leeman Ferry, LLC.]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the City of Huntsville, an Alabama municipal corporation ("City" or "Seller"), and Leeman Ferry, LLC, an Alabama limited liability company, or its permitted assigns ("Purchaser") effective as of this _____ day of _____, 2026 (the "Effective Date").

RECITALS:

WHEREAS, Seller is the owner of certain real property lying in Huntsville, Madison County, Alabama, West of U.S. Memorial Parkway (US 231, South of Drake Avenue, North of Vermont Road, and East of Leeman Ferry Road, consisting of approximately 325 acres, more or less, identified by Madison County Tax Assessor Records as PPIN 191876 "Seller's Land");

WHEREAS, Purchaser desire to purchase a portion of Seller's Land, located on the northeast corner of Leeman Ferry Road and Philip Dotts Drive SW, for commercial use, including but not limited to retail, office, medical office and restaurant space or any combination thereof (the "Intended Use");

WHEREAS, Seller intends to sell to Purchaser and Purchaser intends to buy from Seller a portion of Seller's Land, consisting of 2.14 acres, more or less, as more particularly described in Exhibit "A" attached hereto and incorporated hereto, and depicted as "Proposed Tract" on Exhibit "B" attached hereto and incorporated hereto, together with any and all structures, fixtures and other improvements located thereon and all rights, easements interests, privileges, tenements and hereditaments appurtenant hereto, but subject to any existing easements of record in favor of the Seller, which shall be reserved unto the Seller at Closing (the "Property");

WHEREAS, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser upon the terms and conditions set forth herein

NOW THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Sale and Purchase.** The parties incorporate by reference the Recital clauses set forth above as if fully set forth herein. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, fee simple title to the Property, consisting of 2.14 acres, more or less, as described in Exhibit "A" attached hereto, and as depicted on Exhibit "B" attached hereto.

2. **Purchase Price.** The purchase price for the Property shall be EIGHT HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$871,200.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds, upon delivery of the Deed to Purchaser, and upon satisfaction of all Closing Conditions set forth in Section 7 below (the "Closing").

3. **Title Commitment; Seller Deliverables.** The City shall provide a title commitment from Lanier Ford Shaver & Payne, PC ("Closing Agent") to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions ("Title Commitment"). "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property not objected to by Purchaser in writing; (iii) easements, restrictions, and setback lines of record not objected to by Purchaser in writing; (iv) subdivision regulations and zoning ordinances of applicable governmental entities; and (v) such other matters, if any, as may be acceptable to Purchaser. The City shall remove all monetary liens, if any, prior to Closing. Seller will provide Purchaser with copies of any recent boundary survey, Phase I and Geotech reports, title insurance policies, and other due diligence reports, if any, pertaining to the Property and currently within Seller's possession and control ("Seller Deliverables").

4. **Title Insurance.** The Closing Agent shall issue an ALTA Owner's policy of title insurance in favor of Purchaser in form and substance acceptable to Purchaser ("Title Policy"). The Title Policy premium shall be paid by Purchaser at Closing. Not less than three (3) business days prior to Closing, Purchaser shall advise Closing Agent of any requested endorsements and the valuation for pending improvements Purchaser desires to simultaneously insure.

5. **Inspection Period.** Commencing on the Effective Date and ending ninety (90) days later, Purchaser, its agents, designers, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation, review of title, surveys, geological studies, sole borings, environmental assessments, and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not the Property is suitable for the Intended Use (the "Inspection Period"). Purchaser shall have the right to terminate this Agreement by delivering written notice to Seller and the Closing Agent in accordance with Section 14 below of such termination prior to the expiration of the Inspection Period. Upon delivery of such notice, this Agreement shall terminate and shall be of no further force and effect. If Purchaser fails to timely provide such notice, then this Agreement shall continue in full force and effect and the parties shall proceed to Closing in accordance with the terms and conditions of this Agreement.

6. **Closing.** Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions (set forth in Section 7 below) but in any event no later than March 1, 2027, or at such other date and time as is mutually agreed upon by the parties in writing (the "Closing Date"). Closing shall occur at the offices of Closing Agent located at 2101 W. Clinton Ave, Ste. 102, Huntsville, Alabama 35805. The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing. Sole possession of the Property shall be provided to Purchaser at Closing free and clear of all tenancies and occupancies thereof, including without limitation any party using the Property as a "lay down" area. Seller will have all construction materials and/or equipment removed from the Property prior to Closing.

(a) On or before Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser:

(i) A statutory warranty deed conveying good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions (the "Deed").

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) A seller's owner's title affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) A closing statement mutually agreed to by the parties, validly executed and delivered by Seller.

(v) All other documents reasonably requested by the Title Company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an affidavit of Non-Foreign Status of Seller, (B) formation documents, certifications, resolutions, brokers affidavits and other reasonably necessary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder, and (C) such additional assignments, instruments and documents executed and delivered by Seller as may be reasonably necessary to complete the transfer of the Property, to clear title, and/or to otherwise carry out the intent and purposes of this Agreement.

(b) On or before Closing, Purchaser shall deliver to Closing Agent the following:

(i) The Purchase Price and any additional amounts required to cover any Closing Costs.

(ii) A closing statement mutually agreed to by the parties, validly executed and delivered by Purchaser.

(iii) Such other documents, such as customary affidavits or company agreements and/or written consents, as may be reasonably requested by Closing Agent or its Title Company to close on the Property and/or in accordance with the terms of this Agreement.

7. **Closing Conditions.** Closing shall be contingent upon the following conditions being satisfied on or before the Closing Date ("Closing Conditions"):

(a) **Declaration of Surplus; Council Approval.** Declaration of the Property as "surplus" pursuant to an official ordinance and approval of this Agreement by the City Council of the City of Huntsville ("City Council").

(b) **Final Subdivision Plat.** The parties shall work in good faith with one another to have the Property subdivided and platted in accordance with the City of Huntsville's subdivision regulations (the "Plat"), with the Plat utilizing the legal description of the Property attached hereto as Exhibit "A". On or before Closing, Seller shall record the Plat, at Seller's expense, in the Office of the Judge of Probate of Madison County, Alabama. Once finalized and recorded, the legal description of the Property shall be the Property as described in, and with reference made to, the recorded Plat.

(c) **Rezoning.** Seller shall have the Property rezoned to Highway Business (C-4) to allow for Purchaser's Intended Use.

(d) **Title.** The Closing Agent shall be ready, willing and able to issue the Title Policy in a form satisfactory to Purchaser.

(e) **Approvals.** Purchaser shall have obtained all permits, approvals, licenses and other matters in conjunction with the Intended Use of the Property pursuant to Section 10 below, as reasonably determined by Purchaser.

(f) **No changes.** There shall be no material change in the zoning, environmental or physical condition of the Property, except for the Rezoning referenced in Section 7(c) above.

If any of the above conditions are not satisfied or waived by Seller or Purchaser in writing on or before the Closing Date, then either Seller or Purchaser shall be entitled to terminate this Agreement, unless the failure to satisfy any of the above conditions results from a default under this Agreement by the terminating party.

8. **Property Taxes.** All ad valorem or property taxes on the Property shall be prorated as of the Closing Date, such that Seller shall be responsible for any ad valorem taxes due up to and through the Closing Date, and Purchaser shall be responsible for all ad valorem taxes due after the Closing Date. At this time, the Property is currently assessed as exempt. Purchaser shall be responsible for any and all polltax taxes.

9. **Closing Costs.** All closing costs, including any title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs and closing fees shall be paid by Purchaser. Provided, however, Seller shall pay for any title commitment fee, the cost to prepare the Deed, the cost to prepare and record the Plat, and any costs associated with the rezoning of the Property contemplated by Section 7(c) above. Each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

10. **Permitting and Approvals.** If Purchaser decides to develop and/or construct and maintain structures or improvements on the Property, Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's Intended Use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements. This Section shall survive Closing.

11. **Governing Law.** The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has read upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. **Successors and Assigns.** All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. **Notice.** All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery; (ii) certified United States Mail or nationally-recognized overnight delivery service (such as FedEx or UPS); or (iii) email transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery; (ii) if delivered by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier; or (iii) if delivered by email on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: City of Huntsville
Attn: Jim McGuffey
305 Fountain Circle, 4th Floor
Huntsville, AL 35801
Ph: 256-564-8019
Email: jim.mcguffey@cityofhuntsville.org

With a copy to: Lanier Ford Shaver & Payne, PC
Attn: Katie Beasley
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
Ph: 256-535-1100
Email: katie@lanierford.com

If to Purchaser: Freedom Real Estate and Capital, LLC
Attn: Lee Holland
885 Hayland Road SW, Suite 200
Huntsville, AL 35802
Ph: (256) 964-9988
Email: lee.holland@freedomrealestate.biz

With a copy to: Bradley Arant Boult Cummings LLP
Attn: Benjamin W. Hutton
900 Clinton Avenue West, Suite 900
Huntsville, AL 35801
Ph: (256) 517-5173
Email: bhutton@bradley.com

15. **Seller's Representations and Warranties.** Seller makes the following representations and warranties:

(a) The City has full right and authority to enter this Agreement and to perform all obligations of Seller, and the City, by action of its governing body, has duly authorized the execution, delivery, and performance of this Agreement.

(b) The execution, delivery, and performance of this Agreement by Seller does not and will not result in any violation of, conflict with, or constitute a default under, any agreement, mortgage, ordinance, resolution, indenture, or other instrument to which the City or the Property are subject.

(c) There is not now pending nor, to the actual knowledge of the City, threatened, any litigation, proceeding, or investigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, title or positions of the members of the City Council of the City of Huntsville or the manner in which the City's officers are selected, or (iii) the subject matter of this Agreement.

(d) There are and shall be no leases, licenses and/or occupancy agreements, contracts, or other agreements or instruments in force or effect that grant to any person whatsoever or any entity whatsoever any right, title, interest or benefit in or to or in any part of the Property, or any rights relating to the use, occupancy, operation, management, maintenance or repair of all or any part of the Property from and after the Closing Date, except for (i) a fully foot utility and drainage easement along the northern boundary of the Property as depicted as depicted on Exhibit "B" attached hereto, (ii) a thirty foot sanitary sewer easement along the western boundary of the Property as depicted on Exhibit "B" attached hereto, and (iii) customary perimeter public utility and drainage easements (collectively, the "Easements"), all such Easements to be reflected on the Plat and which shall be reserved by Seller at Closing and referenced in the Deed.

(e) To Seller's knowledge, no portion of the Property has ever been used as a landfill or as a dump and no Hazardous Substances are or have been located upon, stored, handled, installed or disposed in, on or about the Property in amounts or quantities which would constitute a violation of the Applicable Environmental Laws. As used in this Agreement, the term "Hazardous Substances" means any materials, waste, contaminants, pollutants, or other substances which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or which are defined as toxic, dangerous to health or otherwise hazardous by reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC §1801, et seq.; (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 et seq.; (iii) any applicable laws issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body; or (iv) any applicable laws related to environmental matters (items (i) through (iv) being referred to herein as the "Applicable Environmental Laws").

The provisions of this Section shall survive Closing for a period of one hundred eighty (180) days.

16. **Purchaser's Representations and Warranties.** Purchaser hereby makes the following representations and warranties:

(a) Purchaser is a duly organized and validly existing limited liability company under the laws of the State of Alabama, duly authorized to conduct business in the State of Alabama, and Purchaser has duly authorized the execution, delivery, and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by Purchaser requires and consent of, filing with or approval of, or notice to, or hearing with any person, company, or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Purchaser, violates, constitutes default, or a breach of (i) Purchaser's limited liability company agreement or other organization documents of Purchaser, (ii) any agreement, instrument, contract, mortgage, or indenture to which Purchaser is a party, or to which Purchaser or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Purchaser or any of its properties or assets.

(d) There is not now pending nor to the knowledge of Purchaser, threatened, any litigation, proceeding, claim, or investigation affecting Purchaser which questions the validity or organization of Purchaser, or any of the representations and warranties of Purchaser contained herein.

17. **Condition of Property.**

(a) Purchaser understands, acknowledges and agrees that the City has acquired the Property as a result of and without ownership of the same for any material amount of time prior to conveyance to Purchaser, and that Purchaser is conducting its own due diligence and other inquiries and inspections respecting the nature, condition and suitability of the Property. Furthermore, except as expressly set forth in this Agreement and in any document or instrument executed by the City in connection with Closing, the City makes no representations or warranties, and shall have no liability to Purchaser or any of its Affiliate Entity or assigns whatsoever, regarding the Property, including but not limited to, (i) the Property's nature or condition, (ii) the existence and/or absence of any substances or other deleterious elements or conditions on the Property, (iii) the suitability of the Property or (iv) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition.

(b) Notwithstanding the provisions of subsection (a) above, during the term of this Agreement, Seller shall not convey or encumber any portion of the Property or any rights therein, nor enter into, extend, or otherwise modify any contract or the lease, unless such encumbrance is to be satisfied at Closing from available sales proceeds, without the prior written consent of

Purchaser, except for the Easements to be reflected on the Plat and which shall be reserved by Seller at Closing and referenced in the Deed. Seller shall terminate prior to the Closing, at no cost or expense to Purchaser, any contract or agreement concerning the use, occupancy, management or any other matter concerning the Property unless, prior to Closing, Purchaser elects to assume such contract in writing.

18. **Survival.** Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the Closing and delivery of the Deed.

19. **Amendment.** This Agreement may only be amended by a written instrument executed by both parties.

20. **Assignment.** Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity without the consent of Seller. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the City and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

21. **Effective Date.** The Effective Date shall mean the date this Agreement has been executed by the City.

22. **Party Cooperation.** The parties agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts to complete each of their respective obligations as set forth herein.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the Purchaser understands, acknowledges, and agrees that City Council requires an original signature page from Purchaser before this Agreement will be placed on an agenda for City Council review. Accordingly, Purchaser agrees that it will transmit its original signature page to the Closing Agent promptly after execution.

24. **Real Estate Commissions.** Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them. Purchaser is a licensed real estate broker in the State of Alabama.

25. **Attorneys' Fees; Remedies.** If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses from the non-prevailing party therein. In the event of a breach by Seller of this Agreement, Purchaser shall be entitled to (i) terminate this Agreement upon written notice delivered to Seller, in which event Seller shall immediately reimburse Purchaser for all of Purchaser's actual, documented, out-of-pocket costs and expenses incurred in connection with the transaction as a direct result of Seller's default in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00); or (ii) enforce the specific performance of this Agreement by Seller. Purchaser shall not be entitled to recover any consequential, incidental, special, punitive, exemplary, or lost profit damages. Purchaser understands, acknowledges and agrees that Seller's obligations under this Agreement are subject to the limitations applicable to public bodies, municipalities, and public corporations by the Constitution and laws of the State of Alabama.

26. **Further Assurances.** At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated herein or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

27. **Counsel Acknowledgment.** The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Lanier, Ford, Shaver & Payne, PC ("Counsel") prepared this Agreement on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

28. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among or between Seller and Purchaser, and/or their respective successors and assigns.

29. **No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the parties hereto, and neither this Agreement, nor any of the rights, interests, obligations, or commitments hereunder, is intended for the benefit of any other person, entity, or third party.

30. **Arm's Length Transaction.** Seller and Purchaser acknowledge and agree that this Agreement shall be interpreted as an agreement between two parties of equal bargaining strength, it being the intention of the parties that this Agreement reflect the conditions and terms which would be obtained by and between comparable, independent persons or parties in substantially similar transactions (taking into account the relative responsibilities and risks between the parties) and comparable market and economic conditions and circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

[THIS PAGE INTENTIONALLY BLANK - Signatures appearing on the following pages.]

[Seller's Signature Page to Purchase and Sale Agreement]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: *Tommy Battle*
Tommy Battle, Mayor

ATTESTED TO:

By: *S. Edwards*
Shaundrika Edwards, City Clerk

Date: 9/24/26

[Purchaser's Signature Page to Purchase and Sale Agreement]

PURCHASER:

Leeman Ferry, LLC, an Alabama limited liability company

By: Freedom Real Estate and Capital, an Alabama limited liability company
Its: Manager

By: *Lee Holland*
Name: Lee Holland
Its: Manager

WITNESSED:

By: *Melissa Carr*
Name: Melissa Carr

Date: 9/24/26

Exhibit "A"
(Legal Description of the Property)

A tract of land lying and being in Section 13, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of the Old Huntsville/Madison County Airport Park as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat book 24 Page 19 and being more particularly described as follows:

Commencing at a #5 rebar with a cap stamped "BIG SPRING SURVEYING CA-12573CA-040LS" marking the west right of way for Leeman Ferry Road, said point being the Northeast corner of Lot 1 of Clark Park Subdivision as recorded in Office of the Judge of Probates of Madison County, Alabama in Plat Book 2022, Page 91-92; thence along said right of way North 01 Degrees 31 Minutes 32 Seconds East a distance of 98.52 feet to a #5 rebar with found; thence North 01 Degrees 24 Minutes 43 Seconds East a distance of 212.64 feet to a #5 rebar found marking the Northeast corner of a tract of land conveyed to JD Ingram Properties LLC in Deed Book 2021 Page 6728 as recorded in the Office of the Judge of Probates of Madison County, Alabama; thence leaving said right of way North 89 Degrees 30 Minutes 07 Seconds East a distance of 23.79 feet to the northwest corner of Section 13, Township 4 South, Range 1 West per Plat Book 24, Page 19 as recorded in the Office of the Judge of Probate of Madison County, Alabama; thence South 89 Degrees 09 Minutes 40 Seconds East a distance of 38.93 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-L3" (typical) set marking the south boundary of a tract of land conveyed to Gwen Reed in Deed Book 750, Page 997 as recorded in the Office of the Judge of Probate of Madison County, Alabama and the east right of way for Leeman Ferry Road, said point marking the Point of Beginning of the herein described tract having established grid coordinates of N. 4529183.29 E. 428186.00 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83)

Thence leaving said right of way and along the south boundary of said Reed tract South 89 Degrees 09 Minutes 40 Seconds East a distance of 270.63 feet to a #5 rebar set marking the West right-of-way for Don Mincher Drive, said point being on a curve to the left, having a radius of 5082.62 feet, the chord of which is South 02 Degrees 51 Minutes 55 Seconds West for a distance of 331.96 feet; thence leaving said south boundary and along said right-of-way and the arc of said curve 331.92 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is South 48 Degrees 13 Minutes 18 Seconds West for a distance of 35.46 feet; thence along the arc of said curve 39.41 feet to a #5 rebar set on the north right-of-way for Philip Dotts Drive Southwest, thence leaving said west right-of-way and along the north right-of-way of said Philip Dotts Drive North 89 Degrees 10 Minutes 41 Seconds West a distance of 210.90 feet to a #5 rebar set marking the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is North 43 Degrees 25 Minutes 00 Seconds West for a distance of 35.51 feet; thence along the arc of said curve 39.48 feet to a #5 rebar set on the East right of way of Leeman Ferry Road, said point marking the Point of Beginning of the herein described tract having established grid coordinates of N. 4529183.29 E. 428186.00 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83)

The above-described tract contains 2.14 acres (93233.65 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

Exhibit "B"
(Boundary Survey of the Property)

[Boundary Survey Diagram]

