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PUBLIC NOTICES

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47-DR-2026-000333.00
CIRCUIT COURT OF
MADISON COUNTY, ALABAMA
DEBRA KIZER, CLERK

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

LACY KEJUAN,)
Plaintiff,)
)
V.) Case No.: DR-2026-000333.00
)
)
LACY TANIKA DESHAWN,)
Defendant.)

ORDER

MOTION FOR PUBLICATION W/AFFIDAVIT filed by LACY KEJUAN is hereby GRANTED.

DONE this 14th day of September, 2026.

/s/ RONALD W SMITH
CIRCUIT JUDGE

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 Tolar Construct on LLC
(Contractor Company Name)
Contractor, has completed the Contract for ☒ (Construction) ☐ (Renovation) ☐ (Alteration)
☐ (Equipment) ☐ (Improvement) of Alabama A&M University Thomas Wing Cannery
(Name of Project):
Alabama A&M University Thomas Wing Cannery
at Carver Complex Annex -Thomas Wing 4900 Meridian St W Huntsville, AL 35811
(Insert location data in County or City)
for the State of Alabama and the (County) (City) of Normal
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
NOLA VANPEURSEM ARCHITECTS P.C.
(Architect / Engineer)
Tolar Construction LLC.
(Contractor)
425 W Willow St Scottsbor, AL 35768
(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.

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 Tolar Construction LLC
(Contractor Company Name)
Contractor, has completed the Contract for ☒ (Construction) ☐ (Renovation) ☐ (Alteration)
☐ (Equipment) ☐ (Improvement) of Madison County Schools System IT Addition
(Name of Project):
Madison County Schools System IT Addition
at 1275 Jordan Rd Huntsville, AL 35811
(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
Seay, Seay & Litchfield, P.C.
(Architect / Engineer)
Tolar Construction LLC.
(Contractor)
425 W Willow St Scottsbor, AL 35768
(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.

MORTGAGE FORECLOSURE SALE

Default having been made in the payment of the indebtedness secured by that certain Mortgage executed by Moshe Cohen and Ronit Cohen, husband and wife ("Mortgagor"), in favor of SouthPoint Bank (the "Mortgagee"), dated September 25, 2020 and recorded October 2, 2020 in the Office of the Judge of Probate of Madison County, Alabama in Book 2020, Page 79012 (the "Mortgage"). Said default continuing, notice is hereby given that the Mortgagee will, under and by virtue of the power of sale contained in the Mortgage, offer for sale at public outcry to the highest bidder for cash during the legal hours of sale on November 5, 2026, at the main entrance to the Courthouse of Madison County, Alabama, the following described Real Property situated in Madison County, Alabama (the "Real Property"), to wit:

Lot 1, according to the plat of Merrimack Subdivision recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Document No. 2019-0006964.

The Real Property and improvements will be sold "as is, where is" and subject to any rights of redemption existing under federal law, the laws of the State of Alabama or otherwise.

The sale is subject to ad valorem taxes.

The sale is subject to any easements, encumbrances or other matters of record which take priority over the Mortgage.

Alabama law gives some persons who have an interest in the property the right to redeem the property under certain circumstances. Programs may also exist that help persons avoid or delay the foreclosure process. An attorney should be consulted to help you understand these rights and programs as a part of the foreclosure process.

This sale is made for the purpose of paying the indebtedness secured by said Mortgage, as well as the expenses of foreclosure. The Mortgagee reserves the right to bid for and purchase the Real Property and, if it is the successful bidder, to credit its purchase price against the expenses of sale and the indebtedness secured by the Real Property. This sale is subject to postponement or cancellation.

SouthPoint Bank
Owner of Said Indebtedness

Speakin' Out News
October 14, 21 & 28, 2026

MICHAEL B. ODOM
PHELPS DUNBAR LLP
2025 3rd Avenue North
Suite 1000
Birmingham, Alabama 35203
Telephone: (205) 716-5258
Attorney for Mortgagee

3206 Northfield Lane, Huntsville, AL 35805
64248044.1

NOTICE TO DESTROY GRASS/WEEDS

Notice is hereby given that on the **5th day of November, 2026 at 5:30 PM in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, 35801**, the City Council of the City of Huntsville, Alabama will consider a resolution, a copy of which is on file in the Office of the City Clerk-Treasurer, regarding the weeds growing upon or in front of the property located at 610 Ofallon Rd Nw, Huntsville, AL, 35811, and more particularly described as LOT 14 BLK 5 YARBROUGH EST 3RD ADD PB 2 PG 170 as recorded in Plat Book 2 Page 170 of the Probate Records of Madison County, Alabama; and at that time and place will determine whether the weeds constitute a public nuisance which shall be abated by removal of the noxious or dangerous weeds; and, if so, will order the abatement and removal of the nuisance. If abatement and removal are ordered, the cost of abatement and removal shall be assessed upon the lots and lands from which or in front of which the weeds are removed, and the cost shall be added to the next regular bills for taxes levied against the respective lots and lands for municipal purposes. The costs shall be collected at the same time and in the same manner as ordinary municipal taxes are collected. The costs shall be subject to the same commissions and fees and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

The following are those who perform the work, individually or in any combination:
City of Huntsville Community Development Department, City of Huntsville Landscape Management Department, and/or City of Huntsville Public Works Department

If no objections are filed with the City Clerk at least five days before the meeting of the City Council and unless the person appears before the City Council in person or through his or her representative to show cause, if any, why his or her objection should be sustained, it shall be presumed that the person accepts the notice as fact and waives any rights he or she may have to contest the removal of the weeds and the action of the City Council shall be final unless good and sufficient cause can be otherwise shown.

Reference is hereby made to the resolution, on file in the Office of the City Clerk for further particulars.

Shaundrika Edwards City Clerk City of Huntsville, Alabama 305 Fountain Circle Huntsville, AL 35801	Scott Erwin Manager of Community Development City of Huntsville, Alabama 305 Fountain Circle Huntsville, AL 35801
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Huntsville Area Metropolitan Planning Organization Meetings

The Citizens Advisory Committee of the Huntsville Area Metropolitan Planning Organization will meet on Monday, November 16, 2026, at 5:00 pm, on the 6th Floor of the City of Huntsville Municipal Building, at 305 Fountain Circle SW. The Metropolitan Planning Organization Policy Board will meet on Wednesday, November 18, 2026, at 4:00 pm on the 2nd Floor, (Council Chambers) of the City of Huntsville Municipal Building, at 305 Fountain Circle SW. To review items on the agenda for these meetings, visit: <http://www.huntsvillempo.org/about/meetings-and-agendas/>. For more information on the MPO, visit: <http://www.huntsvillempo.org/>.

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:

1. 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 85 Degrees 8 Minutes 8 Seconds East 193.53 feet to a point; thence South 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 72 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 855.22 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 35 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 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

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

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:

1. 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 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

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

ORDINANCE NO. 26-931

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that Chapter 2, Article IV, Division 1 of the Code of Ordinance of the City of Huntsville, is hereby amended to read and include as follows:

Sec. 2-181. – Definitions

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, relevant experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good-faith performance and other necessary essential qualities to assure financial stability and adequate personnel. For federally funded procurements, it shall also mean a person or entity that is in good standing per the System for Award Management (SAM) database.

Sec. 2-184. – Source Selection and Contract Formation

(b) *Invitations for bids.* For those types of contracts meeting threshold requirements for competitive bids, invitations for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. As permissible under State and Federal statutes (2 CFR 200.321), the City shall take affirmative steps to ensure that small and disadvantaged businesses are considered, included, and informed of procurement opportunities.

(2) *Bonds.* Bid bonds, performance bonds, and labor and material bonds or other security may be requested for supply contracts or service contracts as procurement services deems advisable to protect the city's interests, and in conformance with the Code of Ala. 1975, tit. 39, and 41 (Code of Ala. 1975, §§ 39-1-1 et seq., 41-1-1 et seq.) and in accordance with the bonding requirements as outlined in the Code of Federal Regulations (2 CFR 200.326) for federally funded procurements. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

(8) *Award.* Upon the approval of the city council, contracts shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. For federally funded procurements, prior to contract award or purchase requisition approval the intended awardee status will be checked on SAM.gov to verify if they are a responsible vendor.

(d) *Small Purchases*

(2) The small-dollar threshold shall be established at an amount equal to one-half of the competitive bid threshold as provided in Code of Ala. 1975, § 41-16-50(a) and §39-2-2(a), as amended. For purchases equal to this amount up to the amount requiring competitive bidding under state law, procurement shall, insofar as practicable, obtain written competitive price quotes from not fewer than three businesses. The award shall be made to the lowest responsive and responsible business submitting a written quotation. All written quotations obtained pursuant to this section shall be maintained as a public record in accordance with applicable law. For federally funded procurements, the City shall adhere to the micro-purchase thresholds established under Federal Acquisition Regulation (FAR) Section 2.101 and 2 CFR 200.320(a)(1), as amended.

(e) *Professional Services.* For the purpose of procuring professional services as defined by the competitive bid laws of the state or by the Simplified Acquisition Threshold (SAT) for federally funded procurements, any department requiring such services may procure them on its own behalf or with the assistance of procurement services. Any such contract, with a value greater than required for competitive bidding, will require the approval of the city council in the form of a professional services contract.

(1) For federally funded services that meet or exceed the Simplified Acquisition Threshold (SAT), a formal request for proposal (RFP) or request for qualifications (RFQ) process shall be adhered to ensure fair and open competition, a written evaluation criteria will be established and included in the RFP/RFQ, and the contract shall be awarded to the most responsible proposer whose proposal is most advantageous to and best addresses the needs and scope of work of the City.

(h) *Unnecessary or Duplicative Items.* To minimize and/or avoid unnecessary or duplicative procurements, procurements will be subjected to an established requisition approval process prior to the issuance of a purchase order. The process will include, but is not limited to, review of existing inventory and previously approved purchase orders prior to initiating a new request and department head approval.

(i) *Procurement Records.* The City shall maintain records, written or electronic, detailing the procurement history. Records shall be retained for a minimum of three years. The records will include, but are not limited to the following:

- (a) Rational for the procurement method
- (b) Contract type selection
- (c) Contractor selection or rejection; and
- (d) Basis for the contract price

(j) *Procurement Thresholds.* For the procurement of commodities, services, and public works contracts, the following thresholds and quote requirements are established based on the small dollar threshold established under Section 2-184(d)(2):

- (a) Procurements equal to or below the small dollar threshold shall be procured with receipt of a single quote
- (b) Procurements above the small dollar threshold up to the competitive bid threshold established by Section 41-16-50(a) and 39-2-2 of the Code of Alabama 1975, as amended, shall be procured with the receipt of three quotes

See Ordinance 26-931, continued on page B4

Ordinance 26-931 continued from page B3

- (c) Procurements equal to or above the competitive bid threshold shall be procured through a formal competitive bid process.
- (k) **Federally Funded Procurements.** The City shall adhere to the procurement standards set forth under the Code of Federal Regulations, 2 CFR §§ 200.317–200.327, as amended, for all procurements funded wholly or partially with federal funds. These standards—governing competition, procurement methods, documentation, conflict of interest, bonding, and contract provisions—shall be fully observed in all applicable transactions. City personnel shall ensure that procurement activities comply with these federal requirements in conjunction with City procurement and internal grant procedures and guidelines.

ADOPTED this the 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

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

ORDINANCE NO. 26-932

WHEREAS, the City of Huntsville from time to time must adopt new base maps on which to depict zoning district boundaries; and

WHEREAS, as the result of recent annexations and zonings, it is necessary to add two new base maps to the official set of Zoning Maps of the City of Huntsville.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that there is hereby adopted and made part of the official City of Huntsville Zoning Maps two base map sheets bearing the title City of Huntsville, Alabama Zoning Map and being identified as map sheets 10-17 and 12-02.

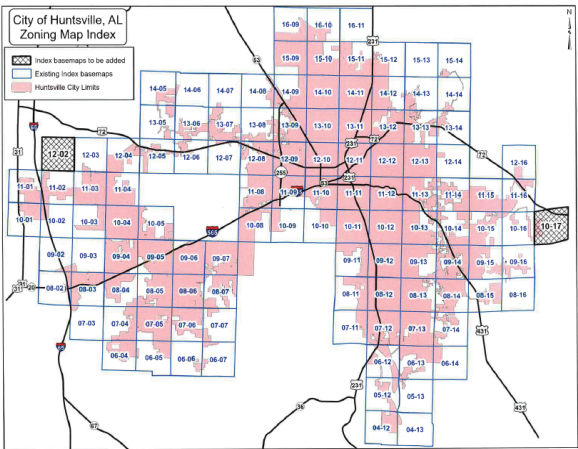
These map sheets shall also show thereon the number of this ordinance and the date of its adoption. These maps shall become an official Zoning Map for the City of Huntsville as of the date of publication of this ordinance.

ADOPTED this the 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

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



ORDINANCE NO. 26-933

WHEREAS, Sutton Estates Ltd., by its General Partner, Vantage Partners 2025, LLC, by Jay B. Ronca, as its Vice President; and Watson Company, LLC, by Benjamin B. McMillan, as its Member, 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 signatures of the owners 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:

All that part of Section 35, Township 02 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at the Southwest Corner of said Section 35; thence from the Point of Commencement, North 58 Degrees 31 Minutes 38 Seconds East 1,599.81 feet to the Point of Beginning; thence from the Point of Beginning, North 1 Degrees 30 Minutes 7 Seconds East 141.55 feet to a point; thence North 1 Degrees 37 Minutes 21 Seconds East 1,673.94 feet to a point; thence South 88 Degrees 18 Minutes 37 Seconds East 51.88 feet to a point; thence South 0 Degrees 29 Minutes 35 Seconds West 817.23 feet to a point; thence North 87 Degrees 51 Minutes 8 Seconds West 26.1 feet to a point; thence South 1 Degrees 54 Minutes 41 Seconds West 615.41 feet to a point; thence South 13 Degrees 28 Minutes 28 Seconds East 45.61 feet to a point; thence South 1 Degrees 26 Minutes 20 Seconds West 125.7 feet to a point; thence South 74 Degrees 1 Minutes 13 Seconds East 34.9 feet to a point; thence South 0 Degrees 27 Minutes 3 Seconds West 7.08 feet to a point; thence South 0 Degrees 26 Minutes 56 Seconds West 152.28 feet to a point; thence South 64 Degrees 15 Minutes 12 Seconds West 98.91 feet to the Point of Beginning and containing 2.26 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 Madison County, Alabama.

ADOPTED this the 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

/s/ 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: Sutton Estates Ltd., by its General Partner, Vantage Partners 2025, LLC, by Jay B. Ronca, as its Vice President; and Watson Company, LLC, by Benjamin B. McMillan, as its Member (hereinafter referred to as “the petitioner”)

A. The Petitioners 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 Petitioners are 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 **Madison 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 Petitioners 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 “Winchester Road Condominium 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, we, the Petitioners 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, we, the undersigned Petitioners have hereunto subscribed our names as of the 25 day of September, 2026.

PETITIONERS:
Sutton Estates Ltd.

Signature: Jay B. Ronca
Jay B. Ronca
Vice President
Vantage Partners 2025, LLC

As its: General Partner

Watson Company, LLC

Signature: Benjamin B. McMillan
Benjamin B. McMillan

As its: Member

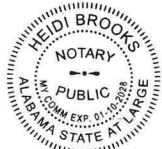
STATE OF Alabama)
COUNTY OF DELAB)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jay B. Ronca, 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 25 day of September, 2026.

Heidi Brooks (SEAL)
NOTARY PUBLIC

Expiration Date: 1-10-2028



STATE OF Colorado)
COUNTY OF El Paso)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Benjamin B. McMillan, 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 25th day of September, 2026.

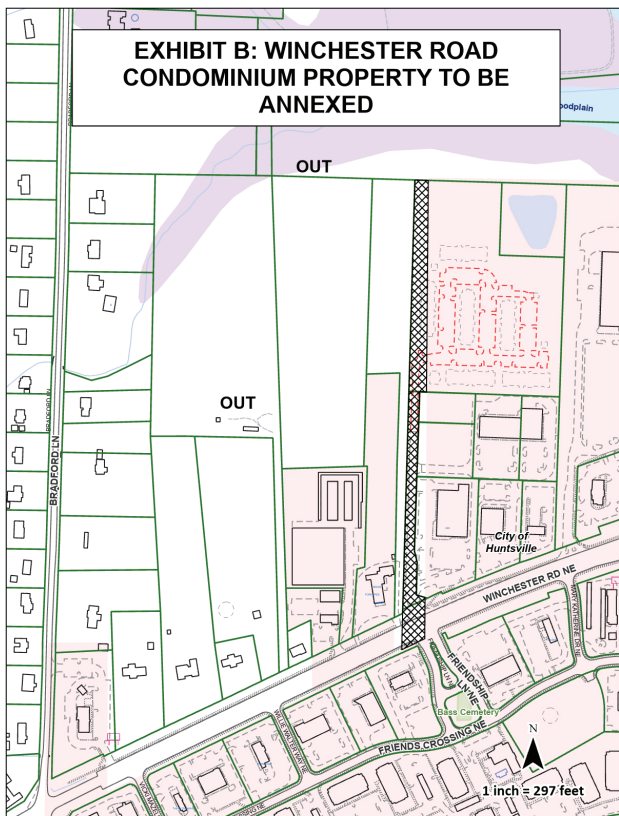
NEVAEH NOMURA (SEAL)
NOTARY PUBLIC

Expiration Date: 04/08/2030



Exhibit “A” (Legal Description of the Property)

All that part of Section 35, Township 02 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at the Southwest Corner of said Section 35; thence from the Point of Commencement, North 58 Degrees 31 Minutes 38 Seconds East 1,599.81 feet to the Point of Beginning; thence from the Point of Beginning, North 1 Degrees 30 Minutes 7 Seconds East 141.55 feet to a point; thence North 1 Degrees 37 Minutes 21 Seconds East 1,673.94 feet to a point; thence South 88 Degrees 18 Minutes 37 Seconds East 51.88 feet to a point; thence South 0 Degrees 29 Minutes 35 Seconds West 817.23 feet to a point; thence North 87 Degrees 51 Minutes 8 Seconds West 26.1 feet to a point; thence South 1 Degrees 54 Minutes 41 Seconds West 615.41 feet to a point; thence South 13 Degrees 28 Minutes 28 Seconds East 45.61 feet to a point; thence South 1 Degrees 26 Minutes 20 Seconds West 125.7 feet to a point; thence South 74 Degrees 1 Minutes 13 Seconds East 34.9 feet to a point; thence South 0 Degrees 27 Minutes 3 Seconds West 7.08 feet to a point; thence South 0 Degrees 26 Minutes 56 Seconds West 152.28 feet to a point; thence South 64 Degrees 15 Minutes 12 Seconds West 98.91 feet to the Point of Beginning and containing 2.26 Acres, more or less.



ANNEXATION SUMMARY: WINCHESTER CONDOMINIUM May 7, 2026

PETITIONER: Sutton Estates Ltd., by its General Partner, Vantage Partners 2025, LLC, by Jay B. Ronca, as its Vice President; and Watson Company, LLC, by Benjamin B. McMillan, as its Member

LOCATION: On the north side of Winchester Road and east of Bradford Lane

Township 02 South, Range 01 East, Section 35

Winchester Rd NE, Huntsville, AL 35811

ACREAGE: 2.26 acres

REASON FOR REQUEST: City Services

ANNEXATION GUIDELINES: Winchester Condominium

- Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.
- WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA
- The remaining tax islands should be annexed when ownership changes and redevelopment occurs....
- NOT A TAX ISLAND
- Annexations of land in subdivisions....
- NOT PART OF A SUBDIVISION
- Corridors are discouraged....
- NOT A CORRIDOR
- Point-to-point annexations should be discouraged....
- NOT A POINT-TO-POINT CONNECTION
- Owners living on land expected to be annexed within the ninety-day period preceding : municipal election....
- NO MUNICIPAL ELECTION AT TIME OF ANNEXATION
- 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....

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: Ben McMillan Date: 04/22/2026

For: Winchester Road Condo Association As its: President

Petitioner: _____ Date: _____

For: _____ As its: _____

INTRODUCED 10/8/26

ORDINANCE NO. 26-934

ADOPTED 10/22/26

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

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 1.64 acres, more or less, as more particularly described as follows in Exhibit “A” attached hereto (the “Subject Property”); and

WHEREAS, BREG HSV II, LLC, an Alabama limited liability company, 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 BREG HSV II, LLC, attached hereto as Exhibit “B” (the “Agreement”), and pursuant to the terms and conditions therein, the Subject Property will be sold to BREG HSV II, LLC, in exchange for Three Hundred Fifty-Six Thousand Five Hundred Seventy-Three and No/100 Dollars (\$356,573.00); 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 BREG HSV II, 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:

- 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
- 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
- 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
- The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property to BREG HSV II, 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
- 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
- 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
- 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
- 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 22nd day of October 2026.

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

APPROVED this the 22nd day of October 2026.

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 12, Township 4 South, Range 1 West of the Huntsville Meridian.

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of R.C. Cobb Hollywood Sixteen Theatre as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 30, Page 10, said point marking the west right-of-way of Memorial Parkway – US Highway 231; thence along the east boundary of said Lot 2 and said right-of-way North 23 Degrees 16 Minutes 51 Seconds West a distance of 345.60 feet to a #5 rebar found; thence leaving said right-of-way South 66 Degrees 52 Minutes 57 Seconds West a distance of 118.23 feet to a #5 rebar found; thence North 24 Degrees 37 Minutes 40 Seconds West a distance of 130.26 feet to a #5 rebar found; thence North 64 Degrees 44 Minutes 07 Seconds East a distance of 121.55 feet to said west right-of-way; thence along said right-of-way North 25 Degrees 02 Minutes 38 Seconds West a distance of 172.16 feet to a #5 rebar with a cap stamped “GARVER LLC CA-445-LS” (typical) set on the north boundary of said Lot 2, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1528881.43, (E) 429921.78 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said east boundary and right-of-way and along the north boundary of said Lot 2 South 89 Degrees 11 Minutes 50 Seconds West a distance of 281.71 feet to a #5 rebar set on the proposed east right-of-way of an existing access road; thence leaving said north boundary and along said proposed right-of-way North 0 Degrees 48 Minutes 42 Seconds East a distance of 26.77 feet to a #5 rebar set on a curve to the left, having a radius of 835.15 feet, the chord of which is North 3 Degrees 08 Minutes 37 Seconds West for a distance of 96.05 feet; thence along the arc of said curve 96.10 feet to a #5 rebar set; thence North 8 Degrees 52 Minutes 59 Seconds West a distance of 157.13 feet to a #5 rebar set; thence North 35 Degrees 31 Minutes 20 Seconds East a distance of 30.76 feet to a #5 rebar set on the south right-of-way of Don Mincher Drive; thence leaving said east right-of-way and along the south right-of-way of Don Mincher Drive North 80 Degrees 25 Minutes 38 Seconds East a distance of 146.10 feet to a #5 rebar set; thence South 67 Degrees 53 Minutes 24 Seconds East a distance of 16.14 feet to a #5 rebar found marking the west right-of-way of Memorial Parkway – US Highway 231; thence leaving said south right-of-way and along the west right-of-way of Memorial Parkway – US Highway 231 South 22 Degrees 53 Minutes 24 Seconds East a distance of 344.34 feet to the POINT OF BEGINNING.

The above-described tract contains 1.64 acres (71314.60 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” (Agreement for Purchase and Sale)

[Attach copy of Agreement for Purchase and Sale between the City of Huntsville and BREG HSV II, LLC.]

See Ordinance 26-934, continued on page B5

Ordnance 26-934 continued from page B4

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("City" or "Seller"), and **BREG HSV II, LLC**, an Alabama limited liability company, or its permitted assigns ("Bear" or "Purchaser") on this 22nd day of October, 2026.

WHEREAS, The City owns fee simple title to Joe Davis Stadium and surrounding lands ("Joe Davis Stadium"), which the City has redesigned and converted from a single-use baseball facility into a modern, multisport venue housing a Division III "MLS Next Pro" professional outdoor men's soccer team, as well as high school football, soccer, lacrosse, field hockey, and other field sports (the "Renovated Stadium").

WHEREAS, the City desires for the Renovated Stadium to advance the City's reputation as a regional destination for entertainment, tourism, and related commercial activities, and has determined that the development of modern overnight accommodations adjacent to the Renovated Stadium, similar to other regional and national sports venues, will advance said goals and interests of the City while also promoting commercial development and enhancement of the quality of life within the City.

WHEREAS, pursuant to Resolution No. 25-455, the City and Purchaser entered into that certain Amended and Restated Project Development Agreement, dated June 12, 2025 (the "Amended Project Agreement"), whereby the City agreed to lease certain property located adjacent to the Renovated Stadium to Purchaser for the construction of two (2) branded hotels with a combined 200 rooms and space for meetings, conferences, and events (the "Hotel Project") as further set forth therein and within that certain Amended and Restated Ground Lease executed by the parties on even date therewith and attached to the Amended Project Agreement as Exhibit "D" thereto (the "Amended Ground Lease"). Any capitalized terms in this Agreement that are not otherwise defined herein shall have the meaning ascribed to them in the Amended Project Agreement.

WHEREAS, Seller is the owner of that certain parcel of real estate located in Huntsville, Madison County, Alabama, located at the intersection of Memorial Parkway and Don Mincher Drive, located adjacent to the main entrance for the Renovated Stadium, and further identified by Madison County Tax Assessor Records as being a portion of PPIN 137369, and shown as the hashed area labeled as the "Purchase Site" in the drawing attached hereto as Exhibit "A" (the "Commercial Site").

WHEREAS, Seller has determined that demand still exists and will increase for additional hospitality, restaurant, or retail enterprises within and around the Renovated Stadium.

WHEREAS, pursuant to the Amended Project Agreement, Purchaser expressed interest in acquiring the Commercial Site for the development of a commercial project containing restaurant and/or retail developments (the "Commercial Project"), and the City agreed not to transfer, encumber, or dispose of the Commercial Site during the Commercial Non-Encumbrance Period as defined in the Amended Project Agreement.

WHEREAS, Purchaser desires to purchase the Commercial Site from Seller and Seller desires to sell the Commercial Site to Purchaser, said parcel being comprised of approximately 1.64 acres, more or less, as depicted in that preliminary survey attached hereto as Exhibit "B" and as more particularly described in Exhibit "C" attached hereto (the "Property").

WHEREAS, pursuant to the Amended Project Agreement, Purchaser has presented a Conceptual Plan for the development of the Commercial Project on the Commercial Site, and the City has reviewed and approved the Conceptual Plan submitted by Purchaser, a copy of which is attached hereto as Exhibit "D" (the "Conceptual Plan").

NOW THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00), which amount is non-refundable, 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 of the Property.** Subject to and in accordance with the terms of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto.

2. **Purchase Price.** The purchase price for the Property shall be \$5.00 per square foot for a total purchase price of Three Hundred Fifty-Six Thousand Five Hundred Seventy-Three and No/100 Dollars (\$356,573.00) ("Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement ("Closing").

3. **Earnest Money.** On or within five (5) business days from the Effective Date, Purchaser shall deliver to Closing Agent Closing Agent (hereinafter defined) the sum of THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) (the "Earnest Money") in cash or immediately available funds to be held in escrow by the Closing Agent. At Closing, the Earnest Money will be applied as part of payment of the Purchase Price.

4. **Title Commitment; Survey.** Purchaser shall obtain a title commitment to issue an owner's policy of title insurance from Lanier Ford Shaver & Payne, P.C. (the "Closing Agent") 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. "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; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove all monetary liens, if any, prior to Closing. Seller has obtained a boundary survey of the Property, a copy of which is attached hereto as Exhibit "B" (the "Survey"). The parties understand, acknowledge, and agree that the acreage and square footage set forth within the Survey was used to determine the Purchase Price. Additionally, the parties acknowledge and agree that the Survey shall be utilized by Seller to obtain the Plat (defined below). However, Purchaser, at its sole option and expense, may obtain an ALTA survey of the Property to be prepared by a public land surveyor licensed by the State of Alabama.

5. **Inspection Period.** Commencing on the Effective Date and ending ninety (90) days thereafter (the "Inspection Period"), Purchaser, its agents, designees, 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 surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to proceed with the Development. Prior to the expiration of the Inspection Period Purchaser shall provide written notice to the City, to be given in accordance with Section 16 below, of its desire to proceed with the Development. In the event that such written notice is not provided prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void and the Earnest Money shall be refunded to Purchaser. Purchaser shall have the right to extend the Inspection Period one (1) time for an additional period of thirty (30) days upon giving written notice to Seller and Closing Agent on or before the expiration of the Inspection Period ("Inspection Extension").

6. **Closing Conditions.** Seller's obligation to convey the Property to Purchaser is contingent upon the following conditions being satisfied on or prior to Closing (the "Closing Conditions").

(a) **Approval by City Council.** Approval of this Agreement by the City Council of the City of Huntsville ("City Council").

(b) **Declaration of Surplus.** The Property being declared as "Surplus" by the City Council.

(c) **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"). 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.

(d) **Commenced Construction on Hotel Site.** Purchaser shall have Commenced Construction of the Hotel Project by the Commencement Deadline (as defined in the Development Agreement).

In the event any of the above Closing Conditions are not satisfied on or before the Closing Date, then this Agreement shall automatically terminate and be of no further force or effect, and neither party shall have any further obligations hereunder and any obligations respecting the Property agreed to or imposed upon the City as set forth in the Amended Project Agreement shall be of no further force or effect, and nothing in this Agreement or the Amended Project Agreement shall limit or be deemed to limit the rights of the City to use the Property in the full discretion of the City and without regard to the provisions of this Agreement and the Amended Project Agreement.

7. **Closing.** Closing shall occur at the law offices of Closing Agent located at 2101 W. Clinton Ave., Ste. 102, Huntsville, Alabama 35805. Closing shall occur on or before January 15th, 2027, or at such other date and time as is mutually agreed upon by the parties mutually agreeable to the parties ("Closing Date"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be physically present at Closing.

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

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions and that Option to Repurchase contained in Section 11 below (the "Deed").

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

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

(iv) 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 IRS 1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

8. **Property Taxes.** All ad valorem or property taxes on the Property shall be prorated as of the Closing Date such that Seller will be responsible for all levied and pending ad valorem taxes prior to and through the Closing Date and Purchaser will be responsible for all levied and pending ad valorem taxes after the Closing Date.

9. **Closing Costs.** All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs"). Provided, Closing Costs shall not include the cost of deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the Closing contemplated by this Agreement.

10. **Permitting and Approvals.** 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 Development on 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 the Commercial Development. 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.

11. **Repurchase Option.** In the event Purchaser fails to commence construction of the Commercial Development on the Property within eighteen (18) months from the Closing Date ("Commencement of Construction Deadline"), then Seller may, at its option, within one (1) year after the Commencement of Construction Deadline, repurchase the Property for a sum equal to the Purchase Price paid by Purchaser for the Property at Closing ("Repurchase Option"). Seller may exercise the Repurchase Option at any time during the one (1) year period immediately following the Commencement of Construction Deadline; provided, however, that prior to exercising the Repurchase Option, Seller shall deliver written notice to Purchaser of its intent to exercise the Repurchase Option unless Purchaser commences construction on the Property within sixty (60) days after receipt of such notice (the "Construction Notice"). If Purchaser commences construction on the Property within such sixty (60) day period, the Repurchase Option shall automatically terminate and be of no further force and effect. If Purchaser fails to commence construction within such sixty (60) day period, Seller may exercise the Repurchase Option at any time during the remainder of the applicable one (1) year Repurchase Option period. For purposes herein, the term "commence construction" shall mean all necessary permits and approvals have been obtained, foundations have been poured and completed, and actual physical construction of the structure has begun. The provisions of this paragraph shall be contained in the Deed and shall survive Closing.

12. **Authority; Possession.** Seller represents and warrants, to and for the benefit of Purchaser, that Seller has the authority and power to convey the Property in accordance with the terms of this Agreement and the individuals signing this Agreement and all documents executed or to be executed by Seller are and shall be duly authorized to sign the same on Seller's behalf and bind Seller thereto. During the term of this Agreement, Seller shall not sell, lease, transfer or encumber in any manner any portion of the Property. Seller shall deliver possession of the Property to Purchaser at Closing, free and clear of the rights and claims of any third parties other than pursuant to the Permitted Exceptions.

13. **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.

14. **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 relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

15. **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.

16. **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 UPS or FedEx), or (iii) electronic mail (e-mail) or pdf transmission. Such notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent 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: Shane Davis, Director of Urban Development
305 Fountain Circle, 4th Floor
Huntsville, AL 35801
Ph: (256) 427-5300
Email: Shane.Davis@huntsvilleal.gov

To Closing Agent: Katie Beasley
Lanier Ford Shaver & Payne, P.C.
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805
Ph: (256) 633-0202
Email: kab@lanierford.com

If to Bear: BREG HSV, LLC
Attn: S.R. Mills
4011 80th Street
Kenosha, Wisconsin 53142
Ph: 262-842-0452
Email: smills@bearreg.com

With a copy to: BREG HSV, LLC
Attn: John Horvett, Vice President & General Counsel
4011 80th Street
Kenosha, WI 53142
Ph: 262-210-5198
Email: jeh@bearreg.com

A party may change its contact information for Notices by giving written notice to the other parties in accordance with this provision.

17. **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.
18. **Amendment.** This Agreement may only be amended by a written instrument executed by both parties.
19. **Assignment.** Purchaser may assign its rights and obligations under this Agreement to a related entity or company controlled by and/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 an Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, and address of the Affiliate Entity, along with any related entity documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the City and/or Closing Agent may request Purchaser and Affiliate Entity to execute and acknowledge a formal assignment agreement in a form reasonably acceptable to Closing Agent. No assignment of this Agreement by Purchaser to a non-affiliated entity shall be permitted.
20. **Effective Date.** The Effective Date shall mean the date this Agreement has been executed by the City.
21. **Cooperation; Further Assurances.** The parties agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts in order to complete each of their respective obligations as set forth herein and in accordance with the Development Agreement. Additionally, at the Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the terms of this Agreement, to complete Closing, or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant to this Agreement or in connection with Closing.
22. **Counterparts; Electronic Signatures.** 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. This Agreement may be executed and the signatures transmitted to the other parties by facsimile, email or other electronic transmission (for example, through the transmission of a "PDF" file). Documents scanned or transmitted electronically shall be deemed original signatures for purposes of this Agreement and shall have the same legal effect as original signatures. Notwithstanding the foregoing, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

23. **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 pursuant to this Section 23.

24. **Attorneys' Fees.** 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.

25. **No Partnership; No Third-Party Beneficiaries.** The parties specifically acknowledge that neither party is acting as the agent of the other party in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this

Agreement. None of the terms or provisions herein shall be deemed to create a partnership or joint venture between or among the parties, or cause them to be considered partners, joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity who is not a party or permitted transferee or assigns pursuant to this Agreement; and nothing in this Agreement shall limit or waive any rights any one or more parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement. This Agreement is intended only for the benefit of the parties signing hereto, and neither this Agreement, nor any of the rights, interests, or obligations hereunder, is intended for the benefit of any other person or third-party.

26. **Counsel Acknowledgment.** The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Lanier Ford Shaver & Payne, P.C. ("Counsel") prepared this Agreement on behalf of and in the course of her 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.

27. **Changes to Conceptual Plan.** The Conceptual Plan, attached as Exhibit "D" shall not be substantially changed or modified by Purchaser without the prior written consent of the City, with the Mayor or Director of Urban & Economic Development (the "City Director"), acting by and on behalf of the City for such purpose. Purchaser shall submit any proposed changes to the Conceptual Plan to the City and shall also provide such information as shall enable the City to ascertain the appearance, size, scale, look, and composition and nature of the proposed Commercial Project, and/or any changes to the Conceptual Plan ("Proposed Conceptual Plan"). The City, acting by and through the Mayor or the City Director shall review the Proposed Conceptual Plan in a reasonably timely manner and shall have a period of thirty (30) days from actual receipt of the Proposed Conceptual Plan to either approve the same in writing or provide written comments outlining the reasons for rejection of the Proposed Conceptual Plan. If the City fails approve or outline the reasons for rejection within said 30-day timeframe, the Proposed Concept Plan shall be deemed approved. If the City rejects the Proposed Conceptual Plan, Purchaser shall have a reasonable period to revise the Proposed Conceptual Plan to be responsive to the City's written comments. The provisions of this Section shall survive Closing and delivery of the Deed.

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

[Signatures appear on following page(s).]

[Seller Signature Page to Purchase and Sale Agreement.]

SELLER:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: 
Tommy Battie, Mayor

Attested to:

By: 
Shaundrika Edwards, City Clerk

Date: 10/22/2026

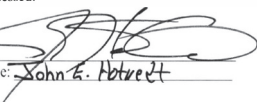
[Purchaser Signature Page to Purchase and Sale Agreement.]

PURCHASER:

BREG HSV II, LLC, an Alabama limited liability company

By: 
S.R. Mills, Managing Member

Witnessed:

By: 
Name: John E. Horvett

Date: 9-8-2026

Exhibit "A"
(Depiction of Commercial Site)

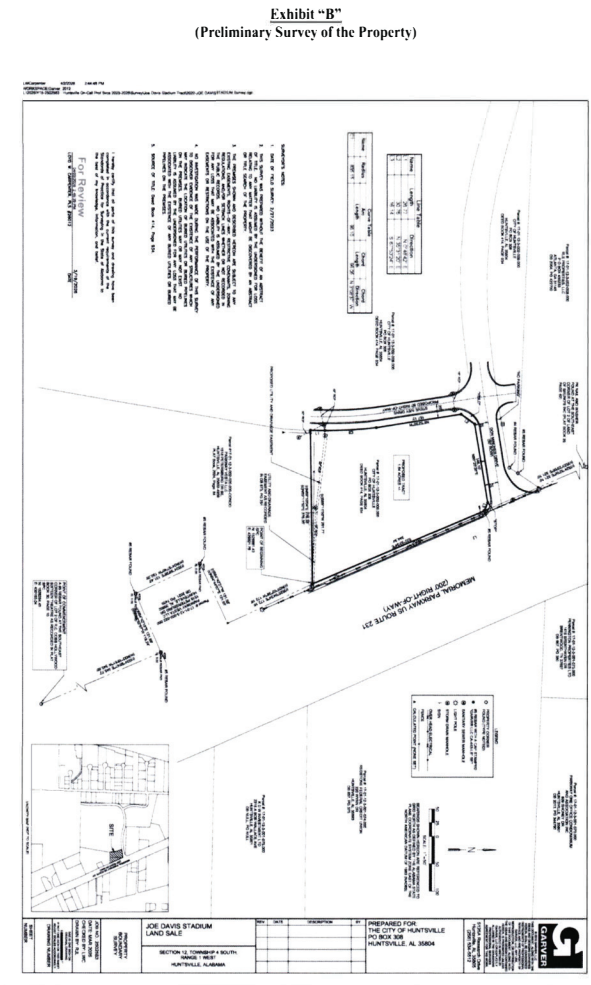
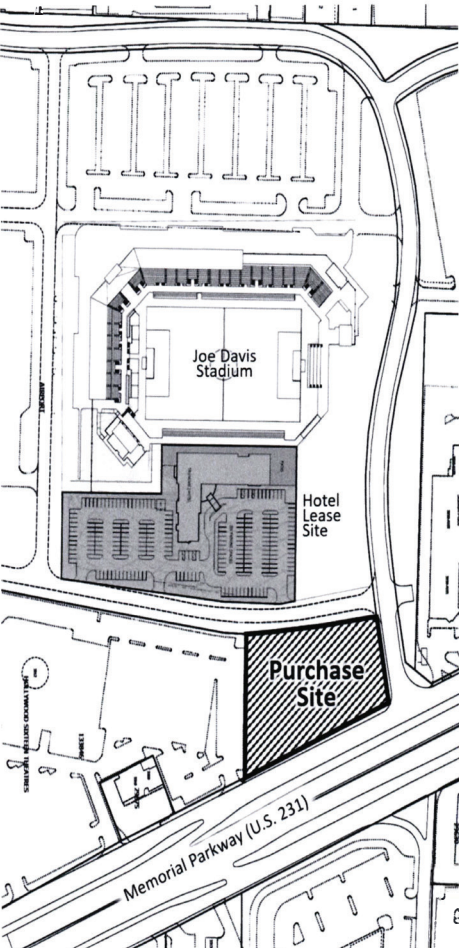


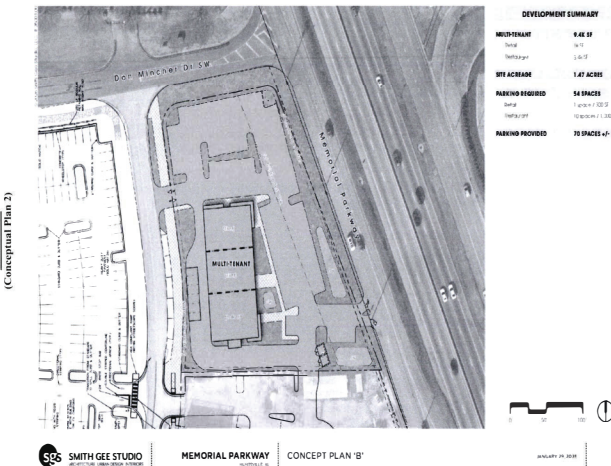
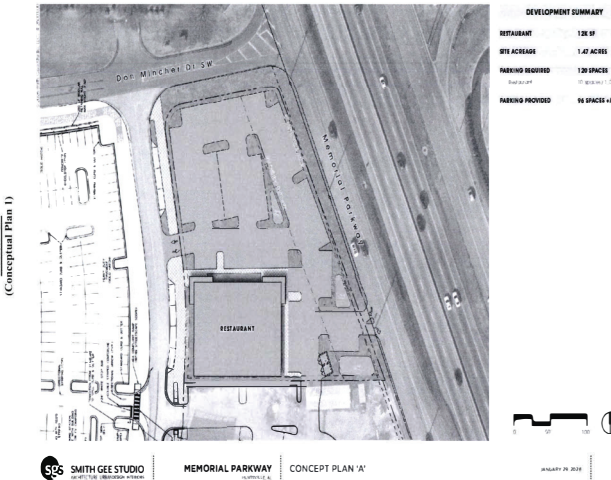
Exhibit "C"
(Legal Description of Property)

A tract of land lying and being in Section 12, Township 4 South, Range 1 West of the Huntsville Meridian.

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of R.C. Cobb Hollywood Sixteen Theatre as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 30, Page 10, said point marking the west right-of-way of Memorial Parkway – US Highway 231; thence along the east boundary of said Lot 2 and said right-of-way North 23 Degrees 16 Minutes 51 Seconds West a distance of 345.60 feet to a #5 rebar found; thence leaving said right-of-way South 66 Degrees 52 Minutes 57 Seconds West a distance of 118.23 feet to a #5 rebar found; thence North 24 Degrees 57 Minutes 40 Seconds West a distance of 130.26 feet to a #5 rebar found; thence North 64 Degrees 44 Minutes 07 Seconds East a distance of 121.55 feet to said west right-of-way; thence along said right-of-way North 25 Degrees 02 Minutes 38 Seconds West a distance of 172.16 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set on the north boundary of said Lot 2, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1528881.43, (E) 429921.78 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said east boundary and right-of-way and along the north boundary of said Lot 2 South 89 Degrees 11 Minutes 50 Seconds West a distance of 281.71 feet to a #5 rebar set on the proposed east right-of-way of an existing access road; thence leaving said north boundary and along said proposed right-of-way North 0 Degrees 48 Minutes 42 Seconds East a distance of 26.77 feet to a #5 rebar set on a curve to the left, having a radius of 835.15 feet, the chord of which is North 3 Degrees 08 Minutes 37 Seconds West for a distance of 96.05 feet; thence along the arc of said curve 96.10 feet to a #5 rebar set; thence North 8 Degrees 52 Minutes 59 Seconds West a distance of 157.13 feet to a #5 rebar set; thence North 35 Degrees 31 Minutes 20 Seconds East a distance of 30.76 feet to a #5 rebar set on the south right-of-way of Don Mincher Drive; thence leaving said east right-of-way and along the south right-of-way of Don Mincher Drive North 80 Degrees 25 Minutes 38 Seconds East a distance of 146.10 feet to a #5 rebar set; thence South 67 Degrees 53 Minutes 24 Seconds East a distance of 16.14 feet to a #5 rebar found marking the west right-of-way of Memorial Parkway – US Highway 231; thence leaving said south right-of-way and along the west right-of-way of Memorial Parkway – US Highway 231 South 22 Degrees 53 Minutes 24 Seconds East a distance of 344.34 feet to the POINT OF BEGINNING.

The above-described tract contains 1.64 acres (71314.60 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.



Huntsville, Alabama
Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 10/22/2026 File ID: 2026-1152

Department: Urban Development

Subject: Ordinance to declare certain property as surplus and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and BREG HSV II, LLC. (Introduced on October 8, 2026, Regular Council Meeting)

Type of Action: Approval/Action

Ordinance No. 26-934

Finance Information:

Account Number: TBD

City Cost Amount: No cost to the city.

Total Cost: City will receive \$5 per square foot for a total of \$356,573.00 from BREG HSV II, LLC.

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: District 1 N/A District 2 N/A District 3 N/A District 4 N/A District 5 N/A

Additional Comments: Sale Price for the property is \$356,573.00. This is an outparcel property near the hotel lease site by Joe Davis Stadium.

RESOLUTION NO. 26-944

WHEREAS, the Finance Director of the City of Huntsville, Alabama has petitioned to set a hearing for suspension of licensure for certain taxpayer 419 in accordance with Chapter 15, Article II, Section 15-56 of the Code of Ordinances of the City of Huntsville, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that a hearing be set on this matter for November 5, 2026, at 5:30 p.m., in the City Council Chambers on the 2nd floor of 305 Fountain Circle, and that notice be sent in accordance with the above-cited section.

ADOPTED this 22nd day of October 2026.

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

APPROVED this 22nd day of October 2026.

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