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COMPLETION OF WORK

NOTICE OF COMPLETION

J.C. Cheek Contractors, Inc. hereby gives notice of completion of Purchase Orders with the City of Huntsville Annual Bid 2022-23, #71-18-SP24, for Bibb Garrett P.O. #20235683, Swancott Road P.O. #20235685, Zierdt Road P.O. #20235684 and Monroe & Holmes P.O. #20235689 and has made request for final settlement of said Purchase Orders. This notice shall run for four (4) consecutive weeks beginning August 2, 2023 and ending August 23, 2023. All claims should be filed at 320 Fountain Circle, Huntsville, AL 35801 during this time.

LEGAL NOTICE OF COMPLETION OF CONTRACT
 McCord Construction, Inc. hereby gives Legal Notice of Completion of Contract with City of Huntsville, Project Name: I-65 Sewer Bore, located in the City of Huntsville, Alabama. All Claims should be filed at City of Huntsville, Public Service Building, 320 Fountain Cir, Huntsville, Alabama during this period of advertisement, i.e. August 9th, August 16th, August 23rd, and August 23th.

PUBLIC NOTICES

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 **YVETTE R. COLEMAN** Defendant(s) and in favor **REDSTONE FEDERAL CREDIT UNION** Plaintiff(s). I, Sheriff of Madison County, Alabama, will sell to the highest bidder for cash at **Madison County Courthouse** located at **100 Northside Square** in the City of Huntsville, Alabama on the **28TH** day of **AUGUST, 2023**, 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 75, ACCORDING TO THE FINAL PLAT OF PENNINGTON, AS RECORDED IN DOCUMENT NO. 2019-00083269, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

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

AUGUST 2, 2023
 AUGUST 9, 2023
 AUGUST 16, 2023

Kevin H. Turner
 Sheriff of Madison County

SHERIFF'S SALE

Under and by the virtue of an execution issued out of the **DISTRICT** Court of MADISON County on a Judgment rendered against **CHRISTOPHER D. BAKER** Defendant(s) and in favor **REDSTONE FEDERAL CREDIT UNION** Plaintiff(s). I, Sheriff of Madison County, Alabama, will sell to the highest bidder for cash at **Madison County Courthouse** located at **100 Northside Square** in the City of Huntsville, Alabama on the **28TH** day of **AUGUST, 2023**, 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 5, BLOCK 12, ACCORDING TO THE MAP OF SURVEY OF WINCHESTER ESTATES PHASE 5, AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 29, PAGE 81.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

AUGUST 2, 2023
 AUGUST 9, 2023
 AUGUST 16, 2023

Kevin H. Turner
 Sheriff of Madison County

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ORDINANCE NO. 23-617

WHEREAS, Loretta Spencer graduated from the University of Alabama in 1959 with a B.S. degree in elementary education and returned to Huntsville to teach fifth grade at Fifth Avenue School; and,

WHEREAS, Ms. Spencer served the Huntsville community as a successful local business leader; and,

WHEREAS, Ms. Spencer served the City and her fellow citizens through volunteerism, most notably as the president of boards, such as The Boys and Girls Club, The Senior Center, and The Botanical Gardens; and,

WHEREAS, Ms. Spencer played a significant role in the development and growth of Huntsville through her service and leadership as chair of the Huntsville Planning Commission, where she helped develop Cummings Research Park West, the second largest research park in the United States; and,

WHEREAS, in 1996, Spencer was elected as Mayor of Huntsville, becoming the first woman to serve as mayor of any of the four largest cities in Alabama; and,

WHEREAS, during her twelve-year tenure as Mayor, she led the City through a period of meteoric economic growth and implemented policies and established plans that still benefit the City today. Under her leadership, Huntsville created unique tax incentive plans resulting in development and revitalization that generated millions of dollars in new funding for the Huntsville City Schools' capital improvement plan and significant City infrastructure projects; and,

WHEREAS, she is credited with such accomplishments as bringing to Huntsville the downtown Embassy Suites Hotel, Bridge Street Town Centre, Toyota V-8 Engine Plant, the Target Distribution Center, and an array of retail businesses, as well as initiating the revitalization of the downtown area; and,

WHEREAS, as Mayor, Mrs. Spencer was responsible for the creation of the Huntsville Sports Commission, which has attracted many major sporting events to Huntsville; and

WHEREAS, Spencer has received a great multitude of awards and well-deserved recognition for her insight and leadership, and since leaving office, she has continued contributing her time and resources to many worthwhile organizations, including the Army Space and Missile Defense Association, the Huntsville Symphony Orchestra, the Community Free Clinic, The Calhoun College Foundation and the Hudson Alpha Institute for Biotechnology; and,

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama wish to honor Mrs. Loretta Spencer for her extraordinary leadership and thank her for decades of faithful service to the community by naming a facility in John Hunt Park in her honor.

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

- That the facility commonly referred to as the "Championship Soccer Complex" located at John Hunt Park (shown at Exhibit A) shall be named and henceforth known as "The Loretta P. Spencer Sports Complex".
- That this ordinance shall be effective upon its adoption and publication.

ADOPTED this the 10th day of August, 2023.

/s/ John Meredith
 President of the City Council of the City of Huntsville, Alabama

APPROVED this the 10th day of August, 2023.

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



ORDINANCE NO. 23-618

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, and pursuant to its powers under Alabama Code §11-47-21, the certain parcel of land described in Exhibit "A," which is attached hereto and incorporated herein, (the "Property") is surplus to the needs of the City of Huntsville.

2. That, in the judgment and opinion of the City Council of the City of Huntsville, the Property is not needed by any department or division of the City of Huntsville for public or municipal purposes.

3. That the City desires to enter into a lease agreement with Lendon Commercial, L.L.C., an Alabama limited liability company, for use of the Property as a parking lot for commercial development. The lease will serve a valid and sufficient public purpose, notwithstanding the incidental benefit accruing to a private entity, as the same will increase sales and tax revenue, promote commerce, and serve as a catalyst for entertainment and development in the area.

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Lease Agreement, by and between CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama ("Landlord"), and LENDON COMMERCIAL, L.L.C., an Alabama limited liability company ("Tenant"), which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Lease Agreement between City of Huntsville, Alabama, Landlord, and Lendon Commercial, L.L.C., Tenant," consisting of thirteen (13) pages (including exhibits) and the date of August 10, 2023, (the "Lease Agreement") appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said document, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Mayor be and he is hereby authorized to execute the Lease Agreement, on behalf of the City of Huntsville, and any and all such documents relevant, required, and/or relating thereto in order to effect, carry out, or complete the lease of the Property contemplated therein.

ORDINANCE NO. 23-618 (Cont.)

ADOPTED this the 10th day of August, 2023.

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

APPROVED this the 10th day of August, 2023.

Tommy Battle
 Mayor of the City of Huntsville, Alabama

EXHIBIT A

PROPERTY

STATE OF ALABAMA
 BOUNDARY
 COUNTY OF MADISON

23-044-

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF

ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT "A" OF LENDON COMMERCIAL LAND CONDOMINIUM A PLAT OF SAME RECORDED IN DOCUMENT NUMBER 2021-53548 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY ALABAM AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING SOUTH 61 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 66.32 FEET TO A POINT;

THENCE NORTH 29 DEGREES 34 MINUTES 50 SECONDS EAST A DISTANCE OF 20.16 FEET TO A POINT ON THE WEST MARGIN OF AN ASPHALT WALKING TRAIL;

THENCE ALONG SAID WEST MARGIN AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 107.26' AND A DELTA ANGLE OF 44 DEGREES 11 MINUTES 03 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 51 MINUTES 00 SECONDS EAST 80.68' TO A POINT;

THENCE NORTH 64 DEGREES 06 MINUTES 42 SECONDS EAST A DISTANCE OF 64.62 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 80.13' AND A DELTA ANGLE OF 61 DEGREES 22 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 14 MINUTES 15 SECONDS EAST 81.79' TO A POINT;

THENCE NORTH 01 DEGREES 44 MINUTES 43 SECONDS WEST A DISTANCE OF 83.84 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 565.90' AND A DELTA ANGLE OF 06 DEGREES 01 MINUTES 53 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 22 MINUTES 27 SECONDS WEST 59.54' TO A POINT;

THENCE NORTH 10 DEGREES 03 MINUTES 19 SECONDS WEST A DISTANCE OF 42.25 FEET TO A POINT;

THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 223.67' AND A DELTA ANGLE OF 24 DEGREES 11 MINUTES 34 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 23 MINUTES 38 SECONDS WEST 93.75' TO A POINT;

THENCE NORTH 09 DEGREES 05 MINUTES 06 SECONDS EAST A DISTANCE OF 33.50 FEET TO A POINT;

THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 27 DEGREES 33 MINUTES 23 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 41 MINUTES 36 SECONDS WEST 9.53' TO A POINT;

THENCE NORTH 19 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 25.40 FEET TO A POINT ON THE EAST BOUNDARY OF SAID UNIT "A";

THENCE SOUTH 10 DEGREES 06 MINUTES 55 SECONDS WEST AND ALONG THE SAID EAST BOUNDARY A DISTANCE OF 46.35 FEET TO A POINT;

THENCE SOUTH 18 DEGREES 44 MINUTES 13 SECONDS WEST A DISTANCE OF 111.14 FEET TO A POINT;

THENCE SOUTH 24 DEGREES 39 MINUTES 31 SECONDS WEST A DISTANCE OF 141.39 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS WEST A DISTANCE OF 133.81 FEET TO A POINT;

THENCE SOUTH 26 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 98.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.99 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY BEING A PORTION OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2007-88910 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA.

I FURTHER STATE THAT THE ABOVE-DESCRIBED SURVEY AND PLAT HAVE BEEN PERFORMED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

LEASE AGREEMENT

CITY OF HUNTSVILLE, ALABAMA, LANDLORD
LENDON COMMERCIAL, L.L.C., TENANT

CARL T. JONES DRIVE
HUNTSVILLE, ALABAMA

THIS LEASE AGREEMENT (the "Lease") is made as of this 10th day of August, 2023, (the "Effective Date") by and between **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama ("Landlord"), and **LENDON COMMERCIAL, L.L.C.**, an Alabama limited liability company ("Tenant").

1. Demised Description

- Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord that certain property situated along Carl T. Jones Drive, Huntsville, Alabama, being a portion of Tax Parcel PPIN 519918 and containing approximately 0.99 acres of land, more or less, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with all improvements now and hereafter located thereon (either the "Premises" or the "Property").
- Tenant shall accept the Premises "as is."

2. Term

- Term.** The term of this Lease shall be for twenty-five (25) years (the "Term" or the "Lease Term") commencing on the Commencement Date as defined herein.
- Commencement Date.** The Commencement Date of this Lease (the "Commencement Date") shall be the Effective Date of this Lease.

3. Rent

Beginning on the Commencement Date and continuing during the Term of the Lease, Tenant shall pay to Landlord Rent for the Premises ("Rent" or "Base Rent"), on the first day of each calendar month. Rent shall be prorated for any partial month. Every five (5) years the annual Rent shall increase by 10% per annum and the monthly Rent, which shall continue to be due on the first day of each calendar month, shall increase proportionately. The Rent schedule is as follows:

Years 1 - 5:	\$250.00 per month (\$3,000.00 per annum)
Years 6 - 10:	\$275.00 per month (\$3,300.00 per annum)
Years 11 - 15:	\$302.50 per month (\$3,630.00 per annum)
Years 16 - 20:	\$332.75 per month (\$3,993.00 per annum)
Years 21 - 25:	\$366.03 per month (\$4,392.30 per annum)

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John Meredith
 President of the City Council of the City of Huntsville, Alabama
 Date: August 10, 2023

Any Rent payment not received by the tenth (10th) day of each month will be subject to a five (5%) percent late fee payable to Landlord.

4. Use

Tenant shall use and occupy the Premises for the purpose of a parking lot for commercial development (the "Permitted Use") and for no other purposes except those authorized in writing by Landlord. Tenant shall be responsible to obtain all applicable business licenses and permits required for its Permitted Use.

5. Utilities and Taxes

Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet, and other utility services furnished to the Premises for all purposes, and for all utility deposits required thereon.

Landlord and Tenant shall take all actions necessary to cause the Premises to be assessed as a separate ad valorem tax parcel from Landlord's adjacent property. Tenant shall pay all ad valorem taxes, assessments and charges which may be assessed and levied upon (i) the Premises during the Term of this Lease and (ii) any improvements erected and/or personal property installed on the Premises by Tenant as they shall become due. Upon request of Landlord, Tenant shall provide Landlord with evidence of payment of all such taxes and assessments.

6. Improvements, Alterations, Additions, Installations and Removal Thereof

Tenant shall provide to Landlord and to the Economic Development Department of the City of Huntsville, as part of its submission to the City of Huntsville Inspection Department for obtaining of a building permit, (i) architectural prepared plans and specifications, (ii) site plan, and (iii) signage, to be installed for Tenant's Permitted Use ("Tenant Improvements"), in form as required by the City of Huntsville (the "Plans and Specifications"), subject to such review, comment, and approval (and terms of approval) of the Inspection Department, the Urban and Economic Development Department, and Landlord prior to commencing any work upon the Premises. Tenant and/or Tenant's contractor shall maintain builder's risk insurance coverage during all periods of construction upon the Premises (including Landlord as an additional insured) and evidence of same shall be provided to Landlord prior to commencement of construction. Upon obtaining the approval of Landlord/Inspection Department/Urban and Economic Development Department, Tenant may, at its own expense, commence construction of the Premises in accordance with the Plans and Specifications.

During the Term of the Lease, provided Tenant is not then in default, Tenant may make such alterations, repairs, and installations to the improvements installed by Tenant in such a manner as will not substantially injure the Premises provided Tenant obtains (i) Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition, and (ii) all required governmental approvals, if applicable.

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Tenant will pay or caused to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims and demands on account of such work. Tenant agrees to promptly remove, whether by bond or payment, (not to exceed 30 days after filing thereof), any mechanic's or materialman's lien filed against the Premises.

7. Trade Fixtures, Personal Property

All articles of personal property and all business and trade fixtures, machinery and equipment, owned by Tenant or installed by Tenant at its expense in the Premises ("Tenant Trade Fixtures") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided Tenant is not in default hereunder past any applicable cure period and provided further that Tenant shall repair any damage caused by such removal. Any Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

Ordinance No. 23-618 continued on page 10