



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING AGENDA

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

February 23, 2026 @ 6:00 PM

To view this meeting online:

<https://meet.goto.com/CityofLeeds>

[Public Participation Sign-up](#)

CALL COUNCIL MEETING TO ORDER

Pledge of Allegiance - Mayor

INVOCATION - Lead by Pastor Elder Charles Miller from New Hope Church, Leeds AL

ROLL CALL - Minute Clerk Marquetta Willis

APPROVE COUNCIL MINUTES

- [1.](#) Work Session Minutes February 9 ,2026
- [2.](#) Regular Council Meeting Minutes February 9 ,2026

REPORTS FROM COUNCIL MEMBERS

EDDIE MOORE

SABRINA ROSE

ERIC TURNER

CARY KENNEDY

RYAN HOLT Brooks

DALE FAULKNER

PUBLIC HEARINGS

APPROVAL OF PAYABLES

[Payables](#) for February 23, 2026

RESOLUTIONS/ORDINANCES

- [3.](#) **Resolution 2026-02-05 - Mayor Moore** - A Resolution approving Aldi Development Agreement.
- [4.](#) **Resolution 2026-02-06 - Council Member Rose** - A Proposal for grant support services with Witt O'Brien's Ambipar Response.

PUBLIC COMMENTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. Work Session Minutes February 9 ,2026



CITY OF LEEDS, ALABAMA

CITY COUNCIL WORK SESSION MINUTES

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

February 09, 2026 @ 5:00 PM

CALL COUNCIL WORK SESSION TO ORDER

Work session called to order at 5:00 PM.

ROLL CALL

PRESENT

Mayor Eddie Moore

Council Member Sabrina Rose

Council Member Eric Turner

Council Member Cary Kennedy

Council Member Ryan Holtbrooks

Council Member Dale Faulkner

Quorum determined.

OLD BUSINESS:

None.

NEW BUSINESS:

Discussion of Resolution 2026-02-01.

Discussion of Resolution 2026-01-02.

Discussion about the Payables for February 9, 2026.

PUBLIC COMMENTS None.

ADJOURNMENT

Adjourned at 5:55 PM.

Eddie Moore, Mayor

Attest:

Ronnie Dixon, Acting City Clerk

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

2. Regular Council Meeting Minutes February 9 ,2026



CITY OF LEEDS, ALABAMA

REGULAR COUNCIL MEETING MINUTES

City Hall Annex - Meeting Room - 1412 9th St, Leeds, AL 35094

February 09, 2026 @ 6:00 PM

CALL COUNCIL MEETING TO ORDER

Meeting called at 6:07 PM.

PLEDGE OF ALLEGIANCE - Mayor

INVOCATION

Invocation lead By Pastor Curtis White from Greater Mount Calvary Missionary Baptist Church, Leeds AL

ROLL CALL - Minute Clerk Marquetta Willis

PRESENT

Mayor Eddie Moore

Council Member Sabrina Rose

Council Member Eric Turner

Council Member Cary Kennedy

Council Member Ryan Holtbrooks

Council Member Dale Faulkner

APPROVE COUNCIL MINUTES

1. Work Session Minutes January 28, 2026.

Motion made to approve Work Session minutes from January 28, 2026 made by Council Member Kennedy, Seconded by Council Member Turner.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

2. Special Called Council Meeting Minutes January 28, 2026

Motion made to approve Special Called Council meeting minutes from January 28, 2026 made by Council Member Rose, Seconded by Council Member Holtbrooks.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

REPORTS FROM COUNCIL MEMBERS

MAYOR EDDIE MOORE

Announcement: Aldi's will hold a public hearing on February 23, 2026, at 6:00 PM.

Acknowledgment: Thanks were extended to Ronnie Dixon and Council Member Sabrina Rose for their efforts in addressing and resolving the unsafe railroad tracks.

Chief Irwin - Limited spots for police academy, classes start soon.

SABRINA ROSE

Recognition: Black History Month was recognized.

District One Update: Regarding the Henry Allen Road railroad tracks, reassurance was given that work on the tracks will begin.

ERIC TURNER

No report.

CARY KENNEDY

Introduced the members of the consulting firm handling the cities websites and social media.

RYAN HOLTBOOKS

No report.

DALE FAULKNER

No report.

PUBLIC HEARINGS

None.

APPROVAL OF PAYABLES

Payables for February 9, 2026

Motion made to approve Payables for February 9, 2026, made by Council Member Kennedy, Seconded by Council Member Turner.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

RESOLUTIONS/ORDINANCES

3. **Resolution 2026-01-02** - Council Member Faulkner - Proposal and Authorization of consulting engineering services in the City of Leeds for GIS mapping services.

Motion made to approve Resolution 2026-01-02 made by Council Member Rose, Seconded by Council Member Holtbrooks.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

4. **Resolution 2026-02-01** - Council Member Kennedy - Adoption of the City 2025-2026 Annual Budget.

Motion made to approve Resolution 2026-02-01 made by Council Member Rose, Seconded by Council Member Kennedy.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

5. **Resolution 2026-02-03** - Council Member Kennedy - Declaring Street Department equipment auxiliary surplus.

Motion made to approve Resolution 2026-02-03 made by Council Member Turner, Seconded by Council Member Rose.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

6. **Resolution 2026-02-04** - Council Member Rose - A resolution recognizing February as Black History Month in the City of Leeds, Alabama.

Motion made to approve Resolution 2026-02-04 made by Council Member Kennedy, Seconded by Council Member Turner.

Voting Yea: Mayor Moore, Council Member Rose, Council Member Turner, Council Member Kennedy, Council Member Holtbrooks, Council Member Faulkner

PUBLIC COMMENTS

All comments are to be limited to 2 minutes

Arthur Harding - 12441 HWY 41 N - With Cahaba Valley Young Marines, gave an update on what they have done so far in the community of the City of Leeds.

Jeff Thomas - 7021 BRIAROOD LN - Read a letter regarding his community and the individuals within it, including matters related to U.S. Immigration and Customs Enforcement (ICE).

ADJOURNMENT - Mayor

Adjourned at 6:37 PM.

Eddie Moore, Mayor

Attest:

Ronnie Dixon, Acting City Clerk

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

Payables for February 23, 2026



City of Leeds, AL

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00324 - February 23, 2026

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
Vendor: 000019 - AFLAC										Vendor Total: 1,223.56	
988999	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	1,223.56	0.00	0.00	0.00	1,223.56	
AFLAC Feb 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
AFLAC Feb 2026	NA	0.00	0.00	1,223.56	0.00	0.00	0.00	1,223.56			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
GF-01-4015	EE Life & Disability Ins				72.12	5.89%					
GF-26-4015	EE Life & Disability Ins				1,046.20	85.50%					
GF-70-4015	EE Life & Disability Ins				31.44	2.57%					
GF-80-4015	EE Life & Disability Ins				73.80	6.03%					
Vendor: 000059 - ALABAMA POWER ATLANTA											Vendor Total: 24,541.84
03471-02023 1/7-2/5	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	93.31	0.00	0.00	0.00	93.31	
400 Park Dr	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
400 Park Dr	NA	0.00	0.00	93.31	0.00	0.00	0.00	93.31			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
GF-40-4200	Electrical Utilities				93.31	100.00%					
07639-69035 1/7-2/5											
Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026		389.96	0.00	0.00	0.00	389.96	
1404 9th St Development	4304 - ServisFirst General Fund-4304			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
1404 9th St Development	NA	0.00	0.00	389.96	0.00	0.00	0.00	389.96			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
GF-50-4200	Electrical Utilities				389.96	100.00%					
09081-77024 1/7-2/5											
Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026		2,670.57	0.00	0.00	0.00	2,670.57	
600 Helen St Ball Field	4304 - ServisFirst General Fund-4304			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
600 Helen St Ball Field	NA	0.00	0.00	2,670.57	0.00	0.00	0.00	2,670.57			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
GF-40-4200	Electrical Utilities				2,670.57	100.00%					
09197-43016 1/10-2/9											
Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026		17.90	0.00	0.00	0.00	17.90	
800 Helen St Security Lights	4304 - ServisFirst General Fund-4304			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
800 Helen St Security Lights	NA	0.00	0.00	17.90	0.00	0.00	0.00	17.90			
Distributions											
Account Number	Account Name	Project Account Key			Amount	Percent					
GF-40-4200	Electrical Utilities				17.90	100.00%					
12753-61040 1/7-2/4											
Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026		897.90	0.00	0.00	0.00	897.90	
1051 Park Dr Fire #1	4304 - ServisFirst General Fund-4304			No							

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Bank Code	On Hold									
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
1051 Park Dr Fire #1 Distributions	NA	0.00	0.00	897.90	0.00	0.00	0.00	897.90		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-26-4200	Electrical Utilities			897.90	100.00%					
13382-87014 1/7-2/5	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	188.32	0.00	0.00	0.00	188.32
600 Helen St Parking Lot Lights	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
600 Helen St Parking Lot Lights Distributions	NA	0.00	0.00	188.32	0.00	0.00	0.00	188.32		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			188.32	100.00%					
14730-76131 1/9-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	35.28	0.00	0.00	0.00	35.28
1701 Moton St NW Concession	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
1701 Moton St NW Concession Distributions	NA	0.00	0.00	35.28	0.00	0.00	0.00	35.28		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			35.28	100.00%					
15014-57004 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	45.96	0.00	0.00	0.00	45.96
845 Montevallo Rd Historical Park	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
845 Montevallo Rd Historical Park Distributions	NA	0.00	0.00	45.96	0.00	0.00	0.00	45.96		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			45.96	100.00%					
16554-56000 1/12-2/10	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	62.42	0.00	0.00	0.00	62.42
1800 Lane Dr Pavillion	zz DO NOT USEAP TemP - zz DO NOT USE AP T...			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
1800 Lane Dr Pavillion Distributions	NA	0.00	0.00	62.42	0.00	0.00	0.00	62.42		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			62.42	100.00%					
16955-33013 1/7-2/5	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	33.21	0.00	0.00	0.00	33.21
8540 Park Dr Lehigh Green Field	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
8540 Park Dr Lehigh Green Field Distributions	NA	0.00	0.00	33.21	0.00	0.00	0.00	33.21		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			33.21	100.00%					
17431-83049 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	33.21	0.00	0.00	0.00	33.21
510 Helen St Pavillion 2	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
510 Helen St Pavillion 2 Distributions	NA	0.00	0.00	33.21	0.00	0.00	0.00	33.21		
Account Number	Account Name	Project Account Key		Amount	Percent					
GF-40-4200	Electrical Utilities			33.21	100.00%					

Payable Register
Packet: APPKT00324 - February 23, 2026

P11	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Bank Code										
On Hold										
21003-54007 1/12-2/10	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	200.88	0.00	0.00	0.00	200.88
1615 Moore St Siren										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
1615 Moore St Siren		NA		0.00	0.00	200.88	0.00	0.00	0.00	200.88
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-26-4200		Electrical Utilities				200.88	100.00%			
27158-78007 1/12-2/10										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
852.07										
0.00										
0.00										
0.00										
852.07										
1640 MAXEY DR Fire Station #2										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
1640 MAXEY DR Fire Station #2		NA		0.00	0.00	852.07	0.00	0.00	0.00	852.07
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-26-4200		Electrical Utilities				852.07	100.00%			
33852-64016 1/7-2/5										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
579.28										
0.00										
0.00										
0.00										
579.28										
1031 Park Dr Pool House										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
1031 Park Dr Pool House		NA		0.00	0.00	579.28	0.00	0.00	0.00	579.28
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-40-4200		Electrical Utilities				579.28	100.00%			
34272-64018 1/9-2/7										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
82.12										
0.00										
0.00										
0.00										
82.12										
981 Park Dr Tennis Courts										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
981 Park Dr Tennis Courts		NA		0.00	0.00	82.12	0.00	0.00	0.00	82.12
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-40-4200		Electrical Utilities				82.12	100.00%			
35322-64004 1/9-2/7										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
160.64										
0.00										
0.00										
0.00										
160.64										
600 Park Dr Tennis parking										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
600 Park Dr Tennis parking		NA		0.00	0.00	160.64	0.00	0.00	0.00	160.64
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-40-4200		Electrical Utilities				160.64	100.00%			
35742-64004 1/6-2/5										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
1,063.45										
0.00										
0.00										
0.00										
1,063.45										
1000 Park Dr Civic Ctr										
4304 - ServisFirst General Fund-4304										
No										
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
1000 Park Dr Civic Ctr		NA		0.00	0.00	1,063.45	0.00	0.00	0.00	1,063.45
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
GF-40-4200		Electrical Utilities				1,063.45	100.00%			
36012-65000 1/9-2/8										
Invoice										
2/19/2026										
2/19/2026										
2/19/2026										
2/19/2026										
859.94										
0.00										
0.00										
0.00										
859.94										
8335 Thornton Depot										
4304 - ServisFirst General Fund-4304										
No										

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
12	Bank Code			On Hold						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
8335 Thornton Depot Distributions	NA	0.00	0.00	859.94	0.00	0.00	0.00	859.94		
Account Number GF-33-4200	Account Name Electrical Utilities	Project Account Key		Amount 859.94	Percent 100.00%					
36652-670089 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	46.22	0.00	0.00	0.00	46.22
8146 Parkway Gazebo	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
8146 Parkway Gazebo Distributions	NA	0.00	0.00	46.22	0.00	0.00	0.00	46.22		
Account Number GF-40-5745	Account Name Parks Exp:Parks-Downtown Beautifi...	Project Account Key		Amount 46.22	Percent 100.00%					
39172-67007 1/7-2/5	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	605.31	0.00	0.00	0.00	605.31
8104 PARKWAY DR LIBRARY	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
8104 PARKWAY DR LIBRARY Distributions	NA	0.00	0.00	605.31	0.00	0.00	0.00	605.31		
Account Number GF-70-4200	Account Name Electrical Utilities	Project Account Key		Amount 605.31	Percent 100.00%					
52132-64008 1/9-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	86.55	0.00	0.00	0.00	86.55
Moton Park	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Moton Park Distributions	NA	0.00	0.00	86.55	0.00	0.00	0.00	86.55		
Account Number GF-40-4200	Account Name Electrical Utilities	Project Account Key		Amount 86.55	Percent 100.00%					
90002-63006 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	317.33	0.00	0.00	0.00	317.33
1440 9th St SE	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
1440 9th St SE Distributions	NA	0.00	0.00	317.33	0.00	0.00	0.00	317.33		
Account Number GF-80-4200	Account Name Electrical Utilities	Project Account Key		Amount 317.33	Percent 100.00%					
98202-66018 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	64.43	0.00	0.00	0.00	64.43
100 Helen St Pavillon	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
100 Helen St Pavillon Distributions	NA	0.00	0.00	64.43	0.00	0.00	0.00	64.43		
Account Number GF-40-4200	Account Name Electrical Utilities	Project Account Key		Amount 64.43	Percent 100.00%					
99672-66001 1/8-2/6	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	126.87	0.00	0.00	0.00	126.87
200 Helen St Walking Track	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
200 Helen St Walking Track Distributions	NA	0.00	0.00	126.87	0.00	0.00	0.00	126.87		
Account Number GF-40-4200	Account Name Electrical Utilities	Project Account Key		Amount 126.87	Percent 100.00%					

Payable Register

Packet: APPKT00324 - February 23, 2026

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Bank Code				On Hold					
Invoice	2/18/2026	2/18/2026	2/18/2026	2/18/2026	15,028.71	0.00	0.00	0.00	15,028.71
4304 - ServisFirst General Fund-4304				No					

STREETLIGHTS 2/12-2/26

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
STREETLIGHTS 2/12-2/26	NA	0.00	0.00	15,028.71	0.00	0.00	0.00	15,028.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-80-4200	Electrical Utilities		15,028.71	100.00%

Vendor: 000060 - ALABAMA POWER BIRMINGHAM

Vendor Total: 1,036.40

04238-93270 (Closed)	Invoice	2/12/2026	2/12/2026	2/12/2026	2/12/2026	639.32	0.00	0.00	0.00	639.32
Christmas Lights 2025				4304 - ServisFirst General Fund-4304		No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Christmas Lights 2025	NA	0.00	0.00	639.32	0.00	0.00	0.00	639.32

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-40-5745	Parks Exp:Parks-Downtown Beautifi...		639.32	100.00%

09091-39019 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	70.94	0.00	0.00	0.00	70.94
1630 Moores St Box Cam 14				4304 - ServisFirst General Fund-4304		No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
1630 Moores St Box Cam 14	NA	0.00	0.00	70.94	0.00	0.00	0.00	70.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
PD-22-4200	Electric Utilities		70.94	100.00%

15393-45288 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	72.02	0.00	0.00	0.00	72.02
1630 Moores St Box Cam 15				4304 - ServisFirst General Fund-4304		No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
1630 Moores St Box Cam 15	NA	0.00	0.00	72.02	0.00	0.00	0.00	72.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
PD-22-4200	Electric Utilities		72.02	100.00%

18694-96007 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	61.06	0.00	0.00	0.00	61.06
1630 Moores St Box Cam 8				4304 - ServisFirst General Fund-4304		No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
1630 Moores St Box Cam 8	NA	0.00	0.00	61.06	0.00	0.00	0.00	61.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
PD-22-4200	Electric Utilities		61.06	100.00%

23136-31035 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	70.94	0.00	0.00	0.00	70.94
1630 Moores St Box Cam16				4304 - ServisFirst General Fund-4304		No				

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
1630 Moores St Box Cam16	NA	0.00	0.00	70.94	0.00	0.00	0.00	70.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
PD-22-4200	Electric Utilities		70.94	100.00%

23737-56026 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	61.06	0.00	0.00	0.00	61.06
1630 Moores St Box Cam 5				4304 - ServisFirst General Fund-4304		No				

P: 14	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
1630 Moores St Box Cam 5 Distributions	NA		0.00	0.00	61.06	0.00	0.00	0.00	61.06	
Account Number	Account Name	Project	Account Key	Amount	Percent					
PD-22-4200	Electric Utilities			61.06	100.00%					
23855-47019 1/12-2/10	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	61.06	0.00	0.00	0.00	61.06
1630 Moores St Box Cam 7	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
1630 Moores St Box Cam 7 Distributions	NA		0.00	0.00	61.06	0.00	0.00	0.00	61.06	
Account Number	Account Name	Project	Account Key	Amount	Percent					
PD-22-4200	Electric Utilities			61.06	100.00%					
Vendor: 001069 - BRANDON JACKSON GILL										Vendor Total: 4,521.38
00005	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	4,521.38	0.00	0.00	0.00	4,521.38
Equipment Purchases, Admin Hours 2/26	4304 - ServisFirst General Fund-4304			No						
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Equipment Purchases, Admin Hours 2/26 Distributions	NA		0.00	0.00	4,521.38	0.00	0.00	0.00	4,521.38	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-01-4400	Contract Services			4,521.38	100.00%					
Vendor: 000180 - CARD SERVICES (8365)										Vendor Total: 73,292.00
010626TO020526	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	71,410.56	0.00	0.00	0.00	71,410.56
PCARDS JAN-FEB GF	zz DO NOT USEAP TemP - zz DO NOT USE AP T...			No						

15	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PCARDS JAN-FEB GF Distributions	NA		0.00	0.00	71,410.56	0.00	0.00	0.00	71,410.56	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-01-4202	Telecommunications			313.32	0.44%					
GF-01-4204	Gas Utilities			281.03	0.39%					
GF-01-4314	Subscriptions			4,725.56	6.62%					
GF-01-4320	Postage			156.00	0.22%					
GF-01-4500	Office Supplies			145.73	0.20%					
GF-01-4501	Repair & Maint Auto			8.30	0.01%					
GF-01-4500	Office Supplies			34.95	0.05%					
GF-10-4203	Wireless -merge to Telecommunicat..			29.00	0.04%					
GF-11-4200	Electrical Utilities			186.74	0.26%					
GF-11-4500	Office Supplies			97.59	0.14%					
GF-13-4316	Dues & Fees			165.14	0.23%					
GF-13-4203	Wireless -merge to Telecommunicat..			78.48	0.11%					
GF-16-4506	Department Supplies			716.68	1.00%					
GF-22-4012	Uniforms			2,417.55	3.39%					
GF-22-4202	Telecommunications			4,925.68	6.90%					
GF-22-4314	Subscriptions			706.27	0.99%					
GF-22-4316	Dues & Fees			511.45	0.72%					
GF-22-4330	Education & Training			1,668.00	2.34%					
GF-22-4500	Office Supplies			145.70	0.20%					
GF-22-4501	Repair & Maint Auto			5,982.63	8.38%					
GF-22-4506	Department Supplies			254.07	0.36%					
GF-22-4508	Repair & MTC - Facility			42.98	0.06%					
GF-22-5701	Police-Investigations Expense			2,249.10	3.15%					
GF-24-6225	Redevelopment Authority:RDA Pay...			146.00	0.20%					
GF-26-4012	Uniforms			61.09	0.09%					
GF-26-4202	Telecommunications			2,661.00	3.73%					
GF-26-4506	Department Supplies			2,017.76	2.83%					
GF-26-4316	Dues & Fees			1,781.48	2.49%					
GF-26-4324	Computer Software			3,216.97	4.50%					
GF-26-4330	Education & Training			6,089.17	8.53%					
GF-26-4332	Travel			2,630.65	3.68%					
GF-26-4500	Office Supplies			6,504.74	9.11%					
GF-26-4506	Department Supplies			7.90	0.01%					
GF-26-4508	Repair & MTC - Facility			262.63	0.37%					
GF-26-4520	Fuel Expense - Auto			151.16	0.21%					
GF-26-4540	Fire-Medical Supplies			3,581.50	5.02%					
GF-40-4506	Department Supplies			1,512.59	2.12%					
GF-40-4400	Contract Services			1,344.00	1.88%					
GF-50-4202	Telecommunications			265.22	0.37%					
GF-50-4314	Subscriptions			112.99	0.16%					
GF-50-4324	Computer Software			0.99	0.00%					
GF-50-4330	Education & Training			255.00	0.36%					
GF-50-4500	Office Supplies			49.90	0.07%					
GF-70-4308	PR Advertising			102.08	0.14%					
GF-70-4314	Subscriptions			374.65	0.52%					
GF-70-4316	Dues & Fees			21.50	0.03%					
GF-70-4506	Department Supplies			110.02	0.15%					
GF-70-5721	Library:Library-Jeff Co Library Syst...			851.10	1.19%					
GF-80-4012	Uniforms			234.00	0.33%					
GF-80-4202	Telecommunications			1,650.49	2.31%					
GF-80-4506	Department Supplies			2,054.40	2.88%					
GF-80-4400	Contract Services			5,450.00	7.63%					
GF-80-4501	Repair & Maint Auto			1,888.99	2.65%					
GF-80-4530	Department Tools			107.95	0.15%					
GF-26-4316	Dues & Fees			70.69	0.10%					
PCARDS JAN-FEB CR	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	183.83	0.00	0.00	0.00	183.83
PCARDS JAN-FEB CR	3944 - ServisFirst Corrections			No						

Payable Description	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Items	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PCARDS JAN-FEB CR Distributions	NA		0.00	0.00	183.83	0.00	0.00	0.00	183.83	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-11-4506	Department Supplies			183.83	100.00%					
PCARDS JAN-FEB JA	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	113.38	0.00	0.00	0.00	113.38
PCARDS JAN-FEB JA	4017 - ServisFirst Judicial Admin				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PCARDS JAN-FEB JA Distributions	NA		0.00	0.00	113.38	0.00	0.00	0.00	113.38	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-11-4500	Office Supplies			97.19	85.72%					
GF-11-4314	Subscriptions			16.19	14.28%					
PCARDS JAN-FEB SW	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	1,584.23	0.00	0.00	0.00	1,584.23
PCARDS JAN-FEB SW	3878 - ServisFirst Solid Waste				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PCARDS JAN-FEB SW Distributions	NA		0.00	0.00	1,584.23	0.00	0.00	0.00	1,584.23	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-83-4502	Repair & MTC Heavy Equip			1,584.23	100.00%					

Vendor: [001067 - Carr, Riggs & Ingram LLC](#)

Vendor Total: 29,250.00

113960622	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	29,250.00	0.00	0.00	0.00	29,250.00
January 2026 Accounting Services	4304 - ServisFirst General Fund-4304				No					

Notes: 113960622

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
January 2026 Accounting Services Distributions	NA		0.00	0.00	29,250.00	0.00	0.00	0.00	29,250.00	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-01-4404	Auditing/Accounting			29,250.00	100.00%					

Vendor: [000269 - CORK HILL & COMPANY LLC](#)

Vendor Total: 1,050.00

4793	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	1,050.00	0.00	0.00	0.00	1,050.00
Audit for Stmt Year End 9/30/25	4304 - ServisFirst General Fund-4304				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Audit for Stmt Year End 9/30/25 Distributions	NA		0.00	0.00	1,050.00	0.00	0.00	0.00	1,050.00	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-01-4404	Auditing/Accounting			1,050.00	100.00%					

Vendor: [000333 - EMERGENCY EQUIPMENT PROFESSIONALS \(EEP\)](#)

Vendor Total: 1,400.00

525639	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	1,400.00	0.00	0.00	0.00	1,400.00
Air Packs 2/11/26	4304 - ServisFirst General Fund-4304				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Air Packs 2/11/26 Distributions	NA		0.00	0.00	1,400.00	0.00	0.00	0.00	1,400.00	
Account Number	Account Name	Project	Account Key	Amount	Percent					
GF-26-4501	Repair & Maint Auto			1,400.00	100.00%					

Vendor: [000362 - FRANK W LITTLE - LIBRARY RENT](#)

Vendor Total: 6,000.00

Payable Register
Packet: APPKT00324 - February 23, 2026

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	6,000.00	0.00	0.00	0.00	6,000.00
zz DO NOT USE AP TemP - zz DO NOT USE AP T... No									

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Nov-Jan Library Rent	NA	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-70-4600	Library-Rent - Building		6,000.00	100.00%

Vendor: 000384 - GLOBE LIFE-LIBERTY NATIONAL DIVISION
Vendor Total: 2,948.96

Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	2,948.96	0.00	0.00	0.00	2,948.96
4304 - ServisFirst General Fund-4304 No									

Globe Life Feb 2026

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Globe Life Feb 2026	NA	0.00	0.00	2,948.96	0.00	0.00	0.00	2,948.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4015	EE Life & Disability Ins		69.68	2.36%
GF-11-4015	EE Life & Disability Ins		49.96	1.69%
GF-22-4015	EE Life & Disability Ins		798.20	27.07%
GF-26-4015	EE Life & Disability Ins		1,229.64	41.70%
GF-50-4015	EE Life & Disability Ins		360.24	12.22%
GF-70-4015	EE Life & Disability Ins		51.36	1.74%
GF-80-4015	EE Life & Disability Ins		389.88	13.22%

Vendor: 000402 - GUARDIAN SYSTEMS INC
Vendor Total: 2,810.00

Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	2,810.00	0.00	0.00	0.00	2,810.00
4304 - ServisFirst General Fund-4304 No									

2nd semester SW dry sampling

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2nd semester SW dry sampling	NA	0.00	0.00	2,810.00	0.00	0.00	0.00	2,810.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-51-4400	Contract Services		2,810.00	100.00%

Vendor: 000581 - Main Street Leeds
Vendor Total: 6,001.50

Invoice	2/18/2026	2/18/2026	2/18/2026	2/18/2026	6,001.50	0.00	0.00	0.00	6,001.50
4304 - ServisFirst General Fund-4304 No									

Reimbursement for Christmas Tree Lights an...

Notes: Lights, Santa, Photos, Decor

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Reimbursement for Christmas Tree Light..	NA	0.00	0.00	6,001.50	0.00	0.00	0.00	6,001.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-40-5745	Parks Exp:Parks-Downtown Beautifi...		6,001.50	100.00%

Vendor: 000595 - MASTERS TELECOM LLC
Vendor Total: 42.82

Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	42.82	0.00	0.00	0.00	42.82
4304 - ServisFirst General Fund-4304 No									

SIP VOICE LINES Feb 2026

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SIP VOICE LINES Feb 2026	NA	0.00	0.00	42.82	0.00	0.00	0.00	42.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4314	Subscriptions		42.82	100.00%

Vendor: 000617 - MICROMARKETING LLC
Vendor Total: 444.47

Payable Register
Packet: APPKT00324 - February 23, 2026

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description									
Bank Code									
On Hold									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	39.99	0.00	0.00	0.00	39.99
12/1/25 Order #526431				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
12/1/25 Order #526431	NA		0.00	0.00	39.99	0.00	0.00	0.00	39.99
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				39.99	100.00%			
994360									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	25.83	0.00	0.00	0.00	25.83
11/13/25 Order #526431				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
11/13/25 Order #526431	NA		0.00	0.00	25.83	0.00	0.00	0.00	25.83
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				25.83	100.00%			
997614									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	39.99	0.00	0.00	0.00	39.99
12/24/25 Order #527288				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
12/24/25 Order #527288	NA		0.00	0.00	39.99	0.00	0.00	0.00	39.99
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				39.99	100.00%			
997837									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	45.99	0.00	0.00	0.00	45.99
12/31/25 Order #527288				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
12/31/25 Order #527288	NA		0.00	0.00	45.99	0.00	0.00	0.00	45.99
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				45.99	100.00%			
998012									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	189.78	0.00	0.00	0.00	189.78
12/31/25 Order #528030				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
12/31/25 Order #528030	NA		0.00	0.00	189.78	0.00	0.00	0.00	189.78
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				189.78	100.00%			
999454									
Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	102.89	0.00	0.00	0.00	102.89
1/22/26 Order #528657				4304 - ServisFirst General Fund-4304					
No									
Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
1/22/26 Order #528657	NA		0.00	0.00	102.89	0.00	0.00	0.00	102.89
Distributions									
Account Number	Account Name		Project Account Key		Amount	Percent			
GF-70-4554	Library-Audio/Video				102.89	100.00%			
Vendor: 000642 - MUTUAL OF OMAHA									
Vendor Total:								1,835.83	
002041877198	Invoice	2/18/2026	2/18/2026	2/18/2026	2/18/2026	1,835.83	0.00	0.00	1,835.83
Employee Benefits 2/20-3/5				4304 - ServisFirst General Fund-4304					
No									

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Bank Code				On Hold					
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
Employee Benefits 2/20-3/5 Distributions	NA	0.00	0.00	1,835.83	0.00	0.00	0.00	1,835.83	
Account Number	Account Name	Project Account Key	Amount	Percent					
GF-01-4015	EE Life & Disability Ins		21.57	1.17%					
GF-11-4015	EE Life & Disability Ins		26.40	1.44%					
GF-16-4015	EE Life & Disability Ins		3.36	0.18%					
GF-22-4015	EE Life & Disability Ins		261.73	14.26%					
GF-26-4015	EE Life & Disability Ins		203.89	11.11%					
GF-50-4015	EE Life & Disability Ins		24.98	1.36%					
GF-70-4015	EE Life & Disability Ins		31.22	1.70%					
GF-80-4015	EE Life & Disability Ins		85.12	4.64%					
GF-00-2120	Emp Benefits - Mutual Of Omaha		1,177.56	64.14%					

Vendor: [000653 - New York Life](#)

Vendor Total: 654.74

XYR_20260203	Invoice	2/19/2026	2/19/2026	2/19/2026	2/19/2026	654.74	0.00	0.00	0.00	654.74
New York Life Feb 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
New York Life Feb 2026 Distributions	NA	0.00	0.00	654.74	0.00	0.00	0.00	654.74
Account Number	Account Name	Project Account Key		Amount	Percent			
GF-01-4015	EE Life & Disability Ins			40.00	6.11%			
GF-22-4015	EE Life & Disability Ins			54.00	8.25%			
GF-50-4015	EE Life & Disability Ins			466.74	71.29%			
GF-70-4015	EE Life & Disability Ins			14.00	2.14%			
GF-80-4015	EE Life & Disability Ins			80.00	12.22%			

Vendor: [001110 - Portia Burney](#)

Vendor Total: 1,978.61

Cash Bond Return	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	1,978.61	0.00	0.00	0.00	1,978.61
MC25-307 & MC25-306 Keith Robinson		3910 - ServisFirst Cash Bond		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
MC25-307 & MC25-306 Keith Robinson Distributions	NA	0.00	0.00	1,978.61	0.00	0.00	0.00	1,978.61
Account Number	Account Name	Project Account Key		Amount	Percent			
GF-00-2202	Court Cash Bond Liability			1,978.61	100.00%			

Vendor: [000758 - Ricoh USA Inc \(13657886\)](#)

Vendor Total: 29.31

50272712504	Invoice	2/12/2026	2/12/2026	2/12/2026	2/12/2026	29.31	0.00	0.00	0.00	29.31
Court Printer Supplies		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Court Printer Supplies Distributions	NA	0.00	0.00	29.31	0.00	0.00	0.00	29.31
Account Number	Account Name	Project Account Key		Amount	Percent			
GF-11-4304	Copier & Printer Mtc			29.31	100.00%			

Vendor: [000780 - RUSTY'S BARBEQUE LLC](#)

Vendor Total: 6,275.00

01292026A	Invoice	2/12/2026	2/12/2026	2/12/2026	2/12/2026	6,275.00	0.00	0.00	0.00	6,275.00
Senior Lunches Jan 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Senior Lunches Jan 2026 Distributions	NA	0.00	0.00	6,275.00	0.00	0.00	0.00	6,275.00
Account Number	Account Name	Project Account Key		Amount	Percent			
GF-16-4400	Contract Services			6,275.00	100.00%			

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold							

Vendor: [000848 - STONE & SONS ELECTRICAL CONTRACTORS INC](#)

Vendor Total: 749.47

18056	Invoice	2/12/2026	2/12/2026	2/12/2026	2/12/2026	421.57	0.00	0.00	0.00	421.57
MH26022 1/27/26		4304 - ServisFirst General Fund-4304		No						

Notes: Hwy 119@ Vivian St Signal Repair

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
MH26022 1/27/26	NA	0.00	0.00	421.57	0.00	0.00	0.00	421.57

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-80-4510	Repair & MTC - Streets		421.57	100.00%

18059	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	327.90	0.00	0.00	0.00	327.90
11/25/25 Lane Park @ Ashville Rd		4304 - ServisFirst General Fund-4304		No						

Notes: Signal reported in flash, reset and adjusted timing.

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
11/25/25 Lane Park @ Ashville Rd	NA	0.00	0.00	327.90	0.00	0.00	0.00	327.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-80-4510	Repair & MTC - Streets		327.90	100.00%

Vendor: [000883 - THRIVE OPERATIONS LLC](#)

Vendor Total: 14,593.62

INV00580921	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	874.35	0.00	0.00	0.00	874.35
DUO MONTHLY FEB 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DUO MONTHLY FEB 2026	NA	0.00	0.00	874.35	0.00	0.00	0.00	874.35

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4328	Server Support		874.35	100.00%

INV00580922	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	52.20	0.00	0.00	0.00	52.20
INBOX MONTHLY FEB 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LEGACY PRODUCT FEB 2026	NA	0.00	0.00	52.20	0.00	0.00	0.00	52.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4328	Server Support		52.20	100.00%

INV00580923	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	1,117.08	0.00	0.00	0.00	1,117.08
INCARE PLUS FEB 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
INCARE PLUS FEB 2026	NA	0.00	0.00	1,117.08	0.00	0.00	0.00	1,117.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4328	Server Support		1,117.08	100.00%

INV00580924	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	194.94	0.00	0.00	0.00	194.94
INDEFEND MONTHLY FEB 2026		4304 - ServisFirst General Fund-4304		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
INDEFEND MONTHLY FEB 2026	NA	0.00	0.00	194.94	0.00	0.00	0.00	194.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
GF-01-4328	Server Support		194.94	100.00%

Payable Register

Packet: APPKT00324 - February 23, 2026

P21											
	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description	Bank Code				On Hold						
INV00580925	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	485.08	0.00	0.00	0.00	485.08	
INGUARD MONTHLY FEB 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
INGUARD MONTHLY FEB 2026	NA		0.00	0.00	485.08	0.00	0.00	0.00	485.08		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4328	Server Support				485.08	100.00%					
INV00580927	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	431.94	0.00	0.00	0.00	431.94	
IVP PRO FOR OFFICE 365 FEB 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
MICROSOFT 365 FEB 2026	NA		0.00	0.00	431.94	0.00	0.00	0.00	431.94		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4328	Server Support				431.94	100.00%					
INV00580929	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	9,637.13	0.00	0.00	0.00	9,637.13	
CORPORATE HEADQUARTERS FEB 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
CORPORATE HEADQUARTERS FEB 2026	NA		0.00	0.00	9,637.13	0.00	0.00	0.00	9,637.13		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4328	Server Support				9,637.13	100.00%					
INV00580930	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	1,566.00	0.00	0.00	0.00	1,566.00	
FLEXTIME AGREEMENT FEB 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
FLEXTIME AGREEMENT FEB 2026	NA		0.00	0.00	1,566.00	0.00	0.00	0.00	1,566.00		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4328	Server Support				1,566.00	100.00%					
INV00580931	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	234.90	0.00	0.00	0.00	234.90	
INCONNECT FEB 2026	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
INCONNECT FEB 2026	NA		0.00	0.00	234.90	0.00	0.00	0.00	234.90		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4328	Server Support				234.90	100.00%					
Vendor: 001106 - Tiffiany Ward											
									Vendor Total:	4,500.00	
Invoice #12001	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	4,500.00	0.00	0.00	0.00	4,500.00	
Dec, Jan, Feb Consulting Services	4304 - ServisFirst General Fund-4304				No						
Items											
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total		
Dec, Jan, Feb Consulting Services	NA		0.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00		
Distributions											
Account Number	Account Name		Project	Account Key	Amount	Percent					
GF-01-4400	Contract Services				4,500.00	100.00%					
Vendor: 000891 - TRAVELERS CL REMITTANCE CENTER											
									Vendor Total:	149,630.00	
C5333992-UB 2/26-2/27	Invoice	2/17/2026	2/17/2026	2/17/2026	2/17/2026	149,630.00	0.00	0.00	0.00	149,630.00	
2026 WORKERS COMP POLICY RENEWAL	4304 - ServisFirst General Fund-4304				No						

Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Bank Code				On Hold					
Payable Description	Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
	2026 WORKERS COMP POLICY RENEWAL	NA	0.00	0.00	149,630.00	0.00	0.00	0.00	149,630.00
Distributions									
Account Number	Account Name	Project Account Key	Amount	Percent					
GF-01-4110	Workers Comp Insurance		149,630.00	100.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	70	334,809.51	0.00	0.00	0.00	334,809.51	0.00	334,809.51
Grand Total:		334,809.51	0.00	0.00	0.00	334,809.51	0.00	334,809.51

Account Summary

Account	Name	Amount
GF-00-2120	Emp Benefits - Mutual Of Omaha	1,177.56
GF-00-2202	Court Cash Bond Liability	1,978.61
GF-01-4015	EE Life & Disability Ins	203.37
GF-01-4110	Workers Comp Insurance	149,630.00
GF-01-4202	Telecommunications	313.32
GF-01-4204	Gas Utilities	281.03
GF-01-4314	Subscriptions	4,768.38
GF-01-4320	Postage	156.00
GF-01-4328	Server Support	14,593.62
GF-01-4400	Contract Services	9,021.38
GF-01-4404	Auditing/Accounting	30,300.00
GF-01-4500	Office Supplies	180.68
GF-01-4501	Repair & Maint Auto	8.30
GF-10-4203	Wireless -merge to Telecommunications Go Live	29.00
GF-11-4015	EE Life & Disability Ins	76.36
GF-11-4200	Electrical Utilities	186.74
GF-11-4304	Copier & Printer Mtc	29.31
GF-11-4314	Subscriptions	16.19
GF-11-4500	Office Supplies	194.78
GF-11-4506	Department Supplies	183.83
GF-13-4203	Wireless -merge to Telecommunications Go Live	78.48
GF-13-4316	Dues & Fees	165.14
GF-16-4015	EE Life & Disability Ins	3.36
GF-16-4400	Contract Services	6,275.00
GF-16-4506	Department Supplies	716.68
GF-22-4012	Uniforms	2,417.55
GF-22-4015	EE Life & Disability Ins	1,113.93
GF-22-4202	Telecommunications	4,925.68
GF-22-4314	Subscriptions	706.27
GF-22-4316	Dues & Fees	511.45
GF-22-4330	Education & Training	1,668.00
GF-22-4500	Office Supplies	145.70
GF-22-4501	Repair & Maint Auto	5,982.63
GF-22-4506	Department Supplies	254.07
GF-22-4508	Repair & MTC - Facility	42.98
GF-22-5701	Police-Investigations Expense	2,249.10
GF-24-6225	Redevelopment Authority:RDA Payments to	146.00
GF-26-4012	Uniforms	61.09
GF-26-4015	EE Life & Disability Ins	2,479.73
GF-26-4200	Electrical Utilities	1,950.85
GF-26-4202	Telecommunications	2,661.00
GF-26-4316	Dues & Fees	1,852.17
GF-26-4324	Computer Software	3,216.97
GF-26-4330	Education & Training	6,089.17
GF-26-4332	Travel	2,630.65
GF-26-4500	Office Supplies	6,504.74
GF-26-4501	Repair & Maint Auto	1,400.00
GF-26-4506	Department Supplies	2,025.66
GF-26-4508	Repair & MTC - Facility	262.63
GF-26-4520	Fuel Expense - Auto	151.16
GF-26-4540	Fire-Medical Supplies	3,581.50
GF-33-4200	Electrical Utilities	859.94
GF-40-4200	Electrical Utilities	5,343.52
GF-40-4400	Contract Services	1,344.00
GF-40-4506	Department Supplies	1,512.59
GF-40-5745	Parks Exp:Parks-Downtown Beautification	6,687.04
GF-50-4015	EE Life & Disability Ins	851.96
GF-50-4200	Electrical Utilities	389.96
GF-50-4202	Telecommunications	265.22

Account Summary

Account	Name	Amount
GF-50-4314	Subscriptions	112.99
GF-50-4324	Computer Software	0.99
GF-50-4330	Education & Training	255.00
GF-50-4500	Office Supplies	49.90
GF-51-4400	Contract Services	2,810.00
GF-70-4015	EE Life & Disability Ins	128.02
GF-70-4200	Electrical Utilities	605.31
GF-70-4308	PR Advertising	102.08
GF-70-4314	Subscriptions	374.65
GF-70-4316	Dues & Fees	21.50
GF-70-4506	Department Supplies	110.02
GF-70-4554	Library-Audio/Video	444.47
GF-70-4600	Library-Rent - Building	6,000.00
GF-70-5721	Library:Library-Jeff Co Library System	851.10
GF-80-4012	Uniforms	234.00
GF-80-4015	EE Life & Disability Ins	628.80
GF-80-4200	Electrical Utilities	15,346.04
GF-80-4202	Telecommunications	1,650.49
GF-80-4400	Contract Services	5,450.00
GF-80-4501	Repair & Maint Auto	1,888.99
GF-80-4506	Department Supplies	2,054.40
GF-80-4510	Repair & MTC - Streets	749.47
GF-80-4530	Department Tools	107.95
GF-83-4502	Repair & MTC Heavy Equip	1,584.23
Total:		334,412.43

Account	Name	Amount
PD-22-4200	Electric Utilities	397.08
Total:		397.08

File Attachments for Item:

3. Resolution 2026-02-05 - Mayor Moore - A Resolution approving Aldi Development Agreement.

RESOLUTION NO. 2026-02-05

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT AMONG THE CITY OF LEEDS, ALABAMA, AKIN HOLDINGS VII GADSDEN, LLC AND JONES PROPERTIES LEEDS, LLC FOR PURPOSES OF INCENTIVIZING THE DEVELOPMENT OF AN ALDI GROCERY STORE

WHEREAS, the City of Leeds, Alabama (the “City”) promotes commercial development within its corporate limits;

WHEREAS, Akin Holdings VII Gadsden, LLC, an Alabama limited liability company, Jones Properties Leeds, LLC, an Alabama limited liability company (collectively, the “Developers”) propose to develop and improve certain real property within the corporate limits of the City at 1770 Asheville Highway, Leeds, Alabama 35094 for an “Aldi”-branded retail grocery store (the “Project Site”); and as a consequence thereof, the Developers have demonstrated that significant public benefits will accrue to the City and its citizens;

WHEREAS, notice of a public hearing on the benefits to be achieved by the said development project, including the promotion of commerce, creation of new jobs, provision of new goods and services, expansion of the tax base, and enhanced control of land use, was published as required by law;

WHEREAS, as a material inducement to the Developers to develop the Project Site for an “Aldi”-branded retail grocery store, the City and the Developers propose to make and enter into a development agreement in the substantially the form of Exhibit “A” attached hereto (the “Development Agreement”) whereby the City will grant up to \$1,834,000 (but not more) of public funds to the Developers (private entities) in connection with the development of an “Aldi”-branded retail grocery store to be located at the Project Site. These public funds will be paid from one-half (1/2) of the municipal sales taxes generated by the retail business conducted at such location, if any, for a period not to exceed ten (10) years;

WHEREAS, capitalized terms use but not otherwise defined in these resolutions shall have the meanings ascribed to such terms in the Development Agreement;

WHEREAS, a public hearing for the City’s incentive to the Developers was held during the City Council’s regular council meeting on February 23, 2026 at which time the Development Agreement was presented, the public was given an opportunity to be heard, and the City Council openly debated the same.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Leeds, Alabama while in a regular meeting held on February 23, 2026 at 6:00 p.m., local time, as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.
2. The City has caused public notice of its meeting to be published in accordance with Amendment 772 to the Constitution of Alabama of 1901, as amended.
3. It is hereby determined that the expenditure of public funds provided for in the form of the Development Agreement between the City and the Developers attached hereto as Exhibit "A" will serve a valid and sufficient public purpose under Amendment 772 to the Constitution of Alabama of 1901, notwithstanding any incidental benefit accruing to any private entity or entities.
4. The Mayor is hereby empowered, authorized, and directed to make, execute, and deliver a Development Agreement in substantially the form of Exhibit "A" attached hereto with such immaterial revisions, changes, and modifications as the Mayor, in consultation with the City Attorney, may consider to be desirable, necessary, or appropriate in furtherance hereof.
5. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this 23rd day of February, 2026.

Eddie W. Moore, Mayor

Attest:

Acting City Clerk

CERTIFICATION

I, Ronnie Dixon, Acting City Clerk of the City of Leeds, Alabama, hereby certify that the above is a true and correct copy of a resolution that was duly and legally adopted on the 26th day of January, 2026, by the City Council of the City of Leeds, Alabama, while in a regular session.

Ronnie Dixon, Acting City Clerk

EXHIBIT A

(Aldi Development Agreement)

See attached.

CITY OF LEEDS

ALDI PROJECT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into on this ____ day of _____, 2026 (the “Effective Date”) by and between the **CITY OF LEEDS, ALABAMA**, an Alabama municipal corporation (the “City”) and **AKIN HOLDINGS VII GADSDEN, LLC**, an Alabama limited liability company (“Akin”) and **JONES PROPERTIES LEEDS, LLC**, an Alabama limited liability company (“Jones”; Akin and Jones are collectively referred to as the “Owner”).

RECITALS:

WHEREAS, the City supports and encourages private economic development to maintain a strong local economy, increase employment opportunities, broaden the City’s tax base, and increase tax revenues in order to further provide services to and improve the quality of life for residents;

WHEREAS, Owner has owned the real property located at 1770 Ashville Highway, Leeds, Alabama 35094, more particularly described and/or depicted on Exhibit A attached hereto (the “Project Site”) for several years, and intends to renovate and redevelop the Project Site to locate an “Aldi” branded grocery store (the “Aldi Store”) to operate on the Project Site;

WHEREAS, Owner has entered into a ground lease (the “Lease”) with a third party operator of the Aldi Store (the “Third Party Operator”) in accordance with plans, drawings, renderings, specifications, conditions and undertakings approved by the City (collectively, the “Project Plans”) and the development work contemplated by the Project Plans for the establishment of the Aldi Store on the Project Site (the “Project”).

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01 of the Recompile Constitution of Alabama) (as at any time amended or supplemented, or any successor provision of law, the “Enabling Law”) authorizes the City to lend its credit to, or grant public funds, incentives and things of value in aid of, any business entity for the purpose of promoting the City’s economic development in connection with the Project;

WHEREAS, if constructed, the Project will result in, *inter alia*, the creation of new jobs, the generation of new sales and use tax revenue, increased ad valorem tax revenue, and new permit fees and business license revenue to the City;

WHEREAS, the City has determined that development of the Project in accordance with the Project Plans and with the terms of this Agreement are in the best interests of the City and that the purposes thereof serve valid and sufficient public purposes, including but not limited to: (1) expansion and enhancement of the City’s economic and tax base, thereby providing additional revenues for schools, municipal services, and other public needs; (2) increased employment opportunities within the City; (3) promotion of the City as a center for retail and commercial activity; (4) the provision of additional goods and services to residents of the City and surrounding areas; (5) enhanced environmental and land use control over development within the City; and (6)

enhancement of public safety through control of infrastructure improvements in public right-of-way;

WHEREAS, the City finds that it is necessary, proper, and in the public interest, in accordance with the Enabling Law, that the City should enter into this Agreement as the same is for a public purpose and is authorized by, consistent with, and in furtherance of the objectives of the Enabling Law.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement:

1.1 “Aldi Store” has the meaning set forth in foregoing recitals and shall be an Aldi-branded grocery store only.

1.2 “Completion Date” means the earlier of (i) the date the Project is substantially completed in accordance with the Project Plans and the Aldi Store is ready for opening to the public as certified by Owner and accepted by the City; or (ii) March 31, 2027.

1.3 “Force Majeure Event” means events beyond a party’s reasonable control and not due to its fault or negligence, which could not have been prevented or overcome with reasonable diligence, including: acts of God (flood, fire, earthquake, explosion); war or civil unrest; terrorism; governmental order or law; embargoes or blockades; national or regional emergencies; strikes or labor disturbances; and pandemics or epidemics.

1.4 “Project Plans” means the plans, drawings, renderings, specifications, conditions and undertakings approved by the City from time to time for the Project.

1.5 “Rebatable Sales Tax Revenues” means municipal sales tax revenues, and use tax revenues, if applicable, legally imposed by, collected by, and actually remitted to the City from retail operations operating at the Project Site during the Rebate Term (as defined herein) assuming a four percent (4%) municipal sales tax rate; or, if less, the actual rate of the City’s sales tax at the time of such calculation, net of any refunds of such tax, and exclusive of any penalties or interest.

1.6 “Rebate Amount” means a not-to-exceed aggregate principal amount of One Million Eight Hundred Thirty-Four Thousand and No/100 Dollars (\$1,834,000).

1.7 “Rebate Payment” means the monthly payment the City makes to the Owner in an amount equal to fifty percent (50%) of the Rebatable Sales Tax Revenues collected by the City from retail sales generated at the Project Site during the immediately preceding monthly tax period not to exceed in the aggregate the Rebate Amount. No gross-up is owed, and no separate interest or finance charge accrues. Payments of the Rebate Amount shall begin in the month immediately following the Aldi Store’s first filing of a City-administered sales tax return, including the full payment of tax, interest and penalties, if any, and continue for up to one hundred nineteen (119) consecutive months, inclusive, subject to the earlier payment in full of the Rebate Amount, if any;

provided further, however, that the Aldi Store opens and operates continuously as required under this Agreement.

1.8 “Rebate Term” means the period commencing on the date of the first Rebate Payment made by the City to Owner and continuing until the earlier of (i) the close of the one hundred nineteenth (119th) month, inclusive, following such date, subject to the earlier payment in full of the Rebate Amount; or (ii) a termination of this Agreement by the City as permitted herein.

2. **Project Development; Approvals.**

2.1 Owner Responsibilities. Except as may be otherwise provided in this Agreement, Owner shall, at its sole cost and expense, (a) cause termination of the current tenant at the Project Site; (b) demolish existing buildings thereon, as applicable; and (c) promptly prepare the Project Site in accordance with the terms and conditions of the Lease with the Third Party Operator; provided, however, that the Owner shall ensure the Project is designed, constructed and developed substantially in accordance with Project Plans as approved by the City from time to time.

2.2 Third Party Operator Responsibilities. Owner shall cause the Third Party Operator, in accordance with the Project Plans and the Lease, to complete all tasks necessary to construct and operate the Aldi Store, including: land use planning; permitting; engineering; utility connections; curb cuts; sidewalks; parking; landscaping; and associated public improvements within public rights-of-way that are incidental to the Project, if any. For the avoidance of doubt, Owner shall remain fully responsible to the City for performance of such tasks and obligations notwithstanding anything in the Lease to the contrary.

2.3 Approvals Not Waived. The Third Party Operator shall be solely responsible for securing all required governmental, regulatory, and third-party approvals for the Project and related improvements (including any and all separate approvals, licenses and permits required by City ordinances, regulations, and executive orders). Nothing in this Agreement waives any such requirements.

3. **City Obligation Conditioned on Timely Completion & Continued Operation of Project.**

3.1 General Conditions. The City’s monetary obligations are conditioned on: (i) Owner undertaking, performing, and completing all phases of the Project substantially in accordance with the Project Plans on or before the Completion Date; (ii) “continuous operation” of the Project as an Aldi Store at the Project Site during the Rebate Term; (iii) the absence of any default on the part of the Owner or Third Party Operator of any representation, warranty or covenant to be performed under this Agreement from time to time; and (iv) the Owner, Third Party Operator and Aldi Store’s material compliance with the City’s sales and use tax and business license ordinances, regulations and administrative guidance. For avoidance of doubt, any failure by the Third Party Operator to perform its obligations shall be deemed a failure by Owner under this Agreement.

3.2 Completion Date; Schedule; Extensions. The Owner shall cause the construction schedule under the Lease, including the work to be performed in accordance therewith, to be executed in such a manner that the Project will be substantially complete on or before the

Completion Date. The Completion Date may be extended up to twelve (12) months due to a Force Majeure Event; provided, however, that the Owner or Third Party Operator uses diligent efforts to mitigate and resume performance. In the event the City unreasonably delays issuance of any required permits, the Completion Date and all related obligations shall be extended by the duration of such delay. The City may approve additional extensions in its sole discretion in writing.

3.3 Continuous Operation Standard. The term “continuous operation” permits ordinary and customary temporary closures (e.g., holidays, inventory, maintenance, short-term repairs), but excludes prolonged closures exceeding thirty (30) consecutive days or sixty (60) aggregate days in any rolling twelve (12)-month period, unless caused by a Force Majeure Event or approved in writing by the City.

4. **Rebate Payment Terms.**

4.1 In consideration of, and as a material inducement for the Owner’s completion and continuous operation of the Aldi Store as required herein, the City shall pay to Owner the Rebate Payment up to the Rebate Amount in the manner set forth in this Section 4 from time to time, unless this Agreement is earlier terminated by the City, in its sole and absolute discretion, following: (i) Owner’s breach of any of its covenants, representations or warranties contained herein, and its failure to cure as provided in Section 10; or (ii) the failure for any reason of any one or more the conditions set forth in Section 3 above.

4.2 The Rebate Payment shall be made by the City to Owner as follows:

a. The City shall pay to Owner on or before the 25th day of each month beginning with the month immediately following the first month in which Rebatable Sales Tax Revenues are actually returned to and collected by the City until and including the one hundred nineteenth (119th) month following the date of the first Rebate Payment made by the City to Owner hereunder.

b. Each Rebate Payment shall be accompanied by a written statement from the City showing the calculation of Rebatable Sales Tax Revenues for the applicable period, including gross taxable sales reported, applicable tax rate, and any refunds or adjustments applied.

c. No interest, carrying charge, or finance charge of any kind shall accrue or be added to the Rebate Amount due Owner by the City from time to time, if any.

d. Payments which may become due under this Section 4.2 shall be deemed to have been timely made if postmarked for delivery to Owner on or before the twenty-fifth (25th) day of each month for which the City’s payment is due. At Owner’s request, the City shall provide to Owner a statement after the close of the City’s fiscal year setting forth the amount of Rebatable Sales Tax Revenues, if any, paid by the City to Owner for that most recently ended fiscal year. Owner shall have the right, upon reasonable notice and during normal business hours, to inspect the City’s records relating to the Rebatable Sales Tax Revenues.

e. The parties acknowledge and agree that unless this Agreement is earlier terminated by the City as permitted herein, the City's limited obligation to make payments of Rebatable Sales Tax Revenues to the Owner in this Section 4 shall automatically terminate upon the close of the Rebate Term whether or not the full Rebate Amount shall have been paid by said date.

5. **The City's Representations and Warranties.** The City makes the following representations and warranties as the basis for its undertaking pursuant to this Agreement:

a. The execution and delivery of this Agreement on behalf of the City has been authorized by a resolution duly adopted by its City Council and by all other necessary actions.

b. The City has the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder.

6. **Owner's Representations and Warranties.** Owner makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement, which representations and warranties shall be true and correct as of the date hereof and as of the date of each Rebate Payment made by the City to Owner, if any:

a. Akin is a limited liability company organized, existing and in good standing under the laws of the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

b. Jones is a limited liability company organized, existing and in good standing under the laws of the State of Alabama, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

c. All actions and proceedings required to be taken by or on behalf of the Owner to execute and deliver this Agreement, and to perform the covenants, obligations and agreements of the Owner hereunder, have been duly taken.

d. Owner has the power to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder.

e. The execution and performance of this Agreement by the Owner does not constitute and will not result in the breach or violation of any certificate of formation, operating agreement or similar governing document of the Company or any contract, lease, mortgage, bond, indenture, franchise or permit or agreement of any nature to which the Owner is a party.

f. No authorization, consent, approval, permit or license of, or filing with, any governmental or quasi-governmental body, any lender or lessor or any other person, entity or organization is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement, including the transactions contemplated hereby, to be performed on the Owner's part.

g. There is no action currently pending against or threatened in writing against or affecting Owner before any court or arbitrator or any governmental body, agency or official, including, but not limited to, any such action which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

7. **Owner's Financial Viability.** As a condition precedent to the City's obligations under this Agreement, Owner shall provide to the City such evidence of its and Third Party Operator's financial viability and adequate funding for the Project as may be acceptable to the City in its sole and absolute discretion. Owner further hereby acknowledges and agrees that it and Third Party Operator shall maintain financial viability throughout the term hereof, and that the filing of a petition in bankruptcy by or against the Owner or Third Party Operator, or a suggestion of bankruptcy, receivership, notice of insolvency, or any type of creditor notification to the City suggesting that the Owner or Third Party Operator is not financially viable shall be a material breach of this Agreement and shall relieve the City of any further obligations hereunder.

8. **Default and Termination.**

a. If Owner breaches this Agreement and fails to cure within sixty (60) days after written notice from the City, the City may, in its discretion, pursue any one or more of the following remedies (unless (i) the City agrees in writing to an extension of such 60-day period prior to its expiration, or (ii) during such 60-day period or any authorized extension, Owner has commenced appropriate curative action and thereafter diligently pursues such curative action to completion, or (iii) force majeure prevents Owner from curing the default within such 60-day period):

- (i) seek and obtain declaratory relief; or
- (ii) terminate this Agreement.

For avoidance of doubt, any failure, act, or omission of the Third Party Operator that would constitute a breach if committed by Owner shall be deemed a breach by Owner.

b. If the City breaches this Agreement and fails to cure within sixty (60) days after written notice from Owner, the Owner may, at its discretion, pursue any one or more of the following remedies:

- (i) seek and obtain declaratory relief or monetary damages in the amount of the unpaid obligations of the City, if any; or
- (ii) terminate this Agreement.

9. **Force Majeure.** No party shall be liable for failure or delay in performing any obligation to the extent caused by a Force Majeure Event. The party affected by a Force Majeure Event shall provide prompt written notice to the other party, and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

10. **Waivers.** Any party hereto may, by written notice to the other party, (a) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement; (b) waive compliance with any of the conditions or covenants of the other party contained in this Agreement; or (c) waive performance of any of the obligations of the other party under this Agreement. Except as otherwise provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, or the acceptance of a party's performance, shall be deemed to constitute a waiver by the party taking such action of the other party's compliance with any covenant or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach.

11. **No Finder's Fee.** The Owner represents and warrants that no person, entity or organization has been employed or retained to solicit or obtain the incidental public benefits being provided to Owner in this Agreement upon any commitment, contract or understanding for a contingent fee. For breach or violation of this representation and warranty, the City shall have the right to annul this contract without liability or, in the City's sole and absolute discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

12. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and Owner and their respective successors and permitted assigns. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Owner, and shall not be liable for any debts of Owner, nor shall the City be deemed or construed to be otherwise interested in Owner or its assets, nor shall Owner at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing whatsoever.

13. **Fees and Expenses.** Owner will pay or reimburse the City up to the sum of \$15,000 for its legal fees and costs in connection with the negotiation, preparation and execution of this Agreement. Otherwise, each party shall pay its own expenses in connection with the negotiation, preparation and execution of this Agreement, including any all agreements, certificates or instruments contemplated herein.

14. **Severability.** If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement, provided each party receives substantial fulfillment of its benefits hereunder.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Alabama.

16. **Notices.** All communications and notices expressly provided herein shall be given, by first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day, or by hand delivery as follows:

To the City:	Mayor
	City of Leeds
	1404 9th Street
	Leeds, Alabama 35094

with a copy to: J. Ken Thompson, City Attorney
City of Leeds
P.O. Box 43116
Birmingham, Alabama 35243

To Akin: Akin Holdings V Gadsden, LLC
Will Akin, Manage1
P.O. Box 430113:
Birmingham, Alabama 35243

Physical Address:

2848 Five Oaks Lane
Birmingham, Alabama 35243

with a copy to:

Spencer Akin
361 Summit Blvd, Suite 110
Birmingham, Alabama 35243

To Jones: Jones Properties Leeds, LLC
[]
[]

17. **Entire Agreement.** This Agreement and the exhibits, or documents, or minutes, or resolutions that are attached hereto or incorporated herein by reference constitute the entire Agreement among the parties hereto pertaining to the subject matter hereof, supersede any and all prior or contemporaneous agreements or undertakings of the parties relating to the subject matter hereof, and may not be modified or amended except by a writing duly executed by the party against whom the modification or amendment is asserted.

18. **Counterparts.** For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including by PDF, or other electronic signature complying with the U.S. federal ESIGN Act of 2000 or applicable state law, such as DocuSign) shall be deemed to be original signatures for all purposes.

19. **Successors and Permitted Assigns.** This Agreement, and all of the provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns; and, when appropriate to the context, any parties in privity therewith. This Agreement may not be assigned by either party without the prior consent of the other, which consent will not be unreasonably withheld, delayed or conditioned.

20. **Collateral Assignments.** Consent of the City shall be required for any collateral assignments of Owner's rights under this Agreement that Owner shall request to be made to any lender who may provide financing for the Project to Owner; provided, however, that the consent of any such assignment by the City shall not be unreasonably withheld, conditioned or delayed.

21. **Estoppel Certificates.** From time to time, upon request by any party, the party asked shall provide to the party making the request, an acknowledgment or certificate with respect to matters concerning this Agreement or the status of performance of the obligations of the parties hereunder, as may be reasonably requested.

22. **No Third Party Beneficiaries.** This Agreement is intended only for the benefit of the signing parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third party.

23. **Time of the Essence.** Time is of the essence of this Agreement for all obligations of Owner to be performed hereunder from time to time.

24. **Interpretation.**

a. All references in this Agreement to Exhibits, Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof.

b. For all purposes of this Agreement the attached exhibits are incorporated herein by reference and made a part hereof.

c. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Article," "this Section" and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The word "or" has the inclusive meaning represented by the phrase "and/or", and the word "including" (in its various forms) means "including without limitation."

d. The parties intend that each representation, warranty and covenant contained herein will have independent significance. If any party has breached or violated, or if there is an inaccuracy in, any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant related to the same subject matter (regardless of the relative levels of specificity), which such party has not breached or violated, or with respect to which there is not an inaccuracy, will not detract from or mitigate the fact that such party has breached or violated, or there is an inaccuracy in, the representation, warranty or covenant.

{Remainder of page intentionally left blank; signature page follows}

Signature page to City of Leeds (Aldi) Project Development Agreement

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on the respective dates indicated below with the effective date of this Agreement being the same date of last signature of the parties hereto.

CITY OF LEEDS,
an Alabama municipal corporation

By: _____
Eddie Moore, Mayor

Date: _____

AKIN HOLDINGS VII GADSDEN, LLC,
An Alabama limited liability company

By: _____

Its: _____

Date: _____

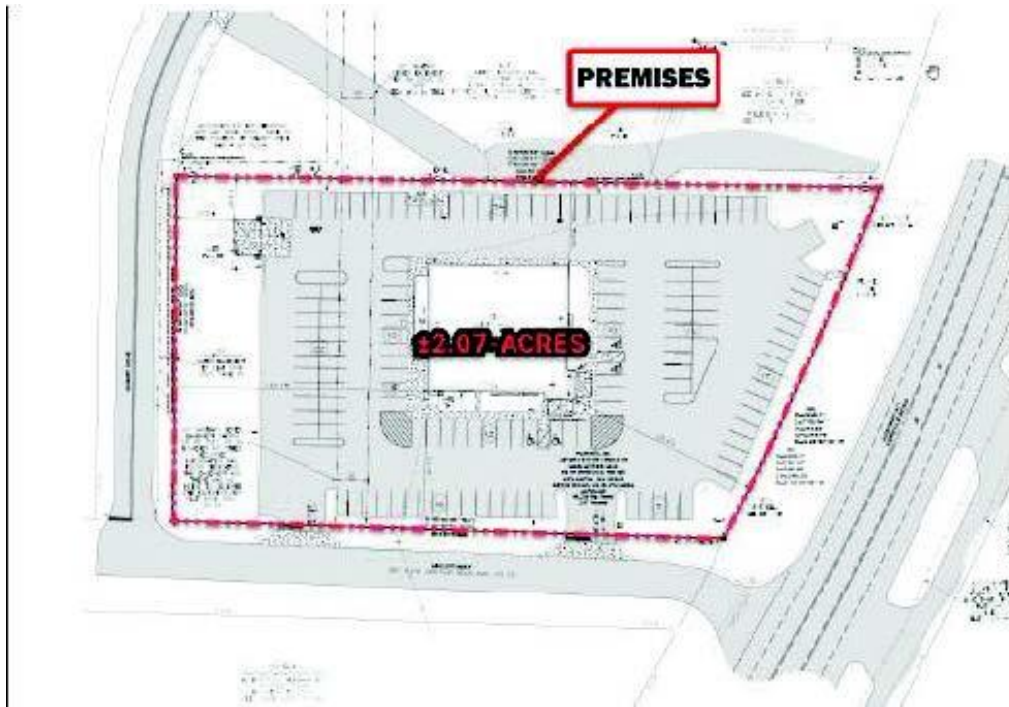
JONES PROPERTIES LEEDS, LLC,
An Alabama limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT "A"
PROJECT SITE DEPICTION



File Attachments for Item:

4. Resolution 2026-02-06 - Council Member Rose - A Proposal for grant support services with Witt O'Brien's Ambipar Response.

**CITY OF LEEDS
RESOLUTION NO.: 2026-02-06**

PROPOSAL FOR GRANT SUPPORT SERVICES WITH WITT O'BRIEN'S AMBIPAR RESPONSE

WHEREAS, the City has a regular need to engage the services of a professional grant writing service to complete applications and reviews for, available municipal grants without limitation, for city projects; and

WHEREAS, considering the uniqueness of the services, there are limited firms that are capable of performing said services, and Witt O'Brien's provided the attached proposal; and,

WHEREAS, the City is legally authorized to hire and obtain professionals to perform various professional grant writing services without the need to bid such services.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Recitals above are true, correct and included herein as if fully set forth.
2. The Witt O'Brien's is hereby approved to perform Grant writing services for the City on project basis subject to the terms and conditions identified within the attached proposal.
3. City Council hereby finds that it is in the best interest of the City and serves a real public benefit to authorize the aforementioned professional services Agreement.
4. The Mayor and staff shall have the full authority to do those things, perform those functions, and to sign necessary documentation in order to carry out and complete the actions so authorized herein.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LEEDS, ALABAMA on this 23rd day of February , 2026.**

EDDIE MOORE, MAYOR

ATTEST:

RONNIE DIXON, ACTING CITY CLERK

DATE

AYES: _____

NAYS: _____

ABSENT FROM VOTING: _____

ABSTAIN: _____

I, Ronnie Dixon, Acting City Clerk of the City of Leeds, hereby certify that the above Resolution was duly adopted by the City Council of the City of Leeds at a regular meeting held on the 23rd day of February 2026.

Ronnie Dixon, Acting City Clerk

February 12, 2025

RE: Proposal for Grant Support Services

City of Leeds
1400 9th Street
Leeds, AL 35094
205-699-2585

Dear Mr. Moore,

We are pleased to present you with our proposal to support the City of Leeds with grant research, pursuance, writing, and management services.

Witt O'Brien's is a global leader in grants and program management. We bring more than two decades of experience navigating complex federal assistance programs on behalf of hundreds of state, local, and private sector organizations, nationwide. To date, we have maximized the recovery and implementation of over 75 billion grant dollars. Our dedicated, experienced team of more than 500 federal grants management personnel can achieve a surge scale of more than 600 when and where needed, and forms part of a larger organization of more than 1,200 employees frequently involved in emergency response and recovery initiatives.

When you partner with Witt O'Brien's, you receive:

Unparalleled, demonstrated grants expertise: Today, we are actively assisting more than 100 state, local, and territorial governments to manage and administer over \$50 billion in grants funding. Our world-class team of experts are former federal grants program managers and local and City administrators with firsthand experience being on the frontlines of grants management.

Comprehensive, integrated solutions delivery: Our tailored solutions are designed to support our clients through every step of the federal grant's application, award, and implementation process. We help you make informed decisions and maximize programmatic impact. We provide grants management training and technical assistance, research, writing, reporting, and compliance support, among many other areas required for successful program stand-up, including rapid development of community partnerships.

Strategic partners and resources: Witt O'Brien's maintains strategic partnerships to ensure all client needs can be met swiftly and accurately. Such relationships provide financial or accounting services, technical support, software platforms, and local staffing support.

For questions related to our services please contact Zabrina Minor Gregg, by phone at (205) 873-4537 or by email at zminorgregg@wittobriens.com. We look forward to an impactful partnership with you and your team.

Respectfully,

Witt O'Brien's, LLC

Matthew D. Hanson

Matthew Hanson, CGMS
Managing Director
Grants and Policy

cc: Jason Millsaps, Chief of Staff

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HOW CAN WE HELP?

The myriad of available funding programs creates a wealth of opportunity, as well as confusion for entities nationwide. Engaging the right support team to ensure immediate understanding of—and access to—those programmatic resources most beneficial to your near-, medium-, and long-term objectives is imperative to achieve maximum impact. Witt O'Brien's holistic, integrated program management approach supports assessment, program design, organizational capacity development, system and process development, and optimization. Our experts deliver a range of field-tested strategies, tools, templates, and processes—serving as force multipliers, maintaining the cultural integrity of your internal teams and amplifying your existing capabilities.

Our services include:

Grants Management

Support strategic planning, development, and implementation of federally and locally funded grants programs through grants management best practices and subject matter expertise, including oversight of regulatory compliance requirements and federally mandated quarterly reporting schedules using official reporting systems.

Organization and Coordination

Develop a clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and partners. Define roles, responsibilities, and goals for each program and monitor progress.

Data Management

Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program-specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management

Support clients in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight

Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation

Provide clients with auxiliary staffing support to augment existing services and skillsets, as determined by an approved role and rate schedule.

After-Action and Performance Reviews

Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

WHY WITT O'BRIEN'S?

Witt O'Brien's is a firm focused on policy advisory services and the entire lifecycle of grants management to improve the resilience of communities nationwide. For more than 20 years, Witt O'Brien's has led and supported grants management efforts across the country, including critical grants implementation and oversight following nearly every major natural or human-caused disaster during this timeframe. We have provided strategic grants planning, program design including technical services, and overall implementation of federal, state, and local grants-funded programs while also continuing our work in disaster preparedness, response, recovery, and mitigation to build resilience.

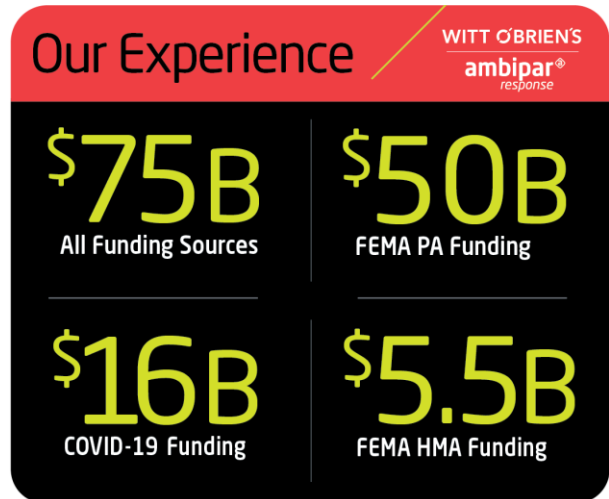
In total, we have supported more than 170 state and local governments to run efficient grants programs in just the last 5 years. This has allowed us to develop a centralized knowledge base that enables our team to pull established and vetted templates to quickly stand-up and support all components of the grants management lifecycle—including grants management policy and procedures documents, training curriculum, application templates, risk assessments, monitoring toolkits, reporting templates, closeout checklists, documentation standards, and audit prep materials.

Recent examples of support from across the country include:

- Provide monitoring, compliance, and closeout services for Harris County's almost \$1 billion in American Rescue Plan Act (ARPA) funds
- Technical lead on the National League of Cities Local Infrastructure Hub
- Support the Federal Communications Commission on the deployment of their Affordable Connectivity Program
- Help the Kansas Office of Broadband Development administer over \$175 million in Coronavirus Relief Fund (CRF), American Rescue Plan Act (ARPA), Capital Projects Fund (CPF), and Broadband Equity, Access, and Deployment (BEAD) funding

Witt O'Brien's integrated consulting approach is further substantiated by its affiliation with our parent company, Ambipar Holdings USA, Inc. Witt O'Brien's, LLC is a 100% wholly owned subsidiary of Ambipar. All information submitted in this proposal pertains exclusively to Witt O'Brien's, as the "Offeror." Although our firm is backed by our parent company's financial strength, all the resources to be used in performing services under this contract for the City will be provided through Witt O'Brien's, LLC.

The current Witt O'Brien's, LLC entity dates to the 2009 merger between Witt Associates and O'Brien's Response Management. We design and implement policy, administrative, and technical solutions that ensure the continuity, stability, and resilience of mission-critical government and corporate missions, thus helping protect our clients by preparing for all types of disruption. We're with you when it counts. Founded in 1995, Ambipar maintains \$1 billion in annual revenue and specializes in preparing for and responding to environmental, chemical, and biological emergencies that affect communities, companies, and the environment.



Representative List of Current Witt O'Brien's Clients

States

- **Alabama** Emergency Management Agency
- **Delaware** State Housing Authority
- **Idaho** Dept of Health and Welfare
- **Iowa** Finance Authority
- **Iowa** Economic Development Authority
- **Kansas** (all 105 counties)
- **Kansas** Dept of Commerce
- **Kansas** Dept of Health & Environment
- **Kansas** Housing Resources Corporation
- **Minnesota** Housing Finance Agency
- **Missouri** Housing Development Commission
- **New York** State Homes and Community Renewal
- **Pennsylvania** Dept of Health
- **Rhode Island** Housing
- **Rhode Island** Dept of Admin
- **Rhode Island** Commerce
- **South Carolina** Emergency Management Division
- **Texas** Department of Housing and Community Affairs
- **Tennessee** Emergency Management Agency
- **Virginia** Division of Emergency Management
- **West Virginia** Housing Finance Agency

Counties

- Jefferson County, AL
- Cochise County, AZ
- Graham County, AZ
- Greenlee County, AZ
- Napa County, CA
- Sacramento County, CA
- Santa Clara County, CA
- Sonoma County, CA
- Clay County, FL
- Hardee County, FL
- Indian River County, FL
- Marion County, FL
- Pinellas County, FL
- Putnam County, FL
- St. Johns County, FL
- Gwinnett County, GA
- Hall County, GA
- Pottawattamie County, IA
- Franklin County, KS
- Geary County, KS
- Graham County, KS
- Johnson County, KS
- Kingman County, KS
- Riley County, KS
- Rooks County, KS
- Sedgwick County, KS
- Shawnee County, KS
- Frederick County, MD
- Hennepin County, MN
- St. Louis County, MO
- Jasper County, MS
- St Clair County, AL
- Suffolk County, NY
- Ocean County, NJ
- Cleveland County, OK
- Garvin County, OK
- McClain County, OK
- Grant County, OR
- Berks County, PA
- Delaware County, PA
- Erie County, PA
- Kerr County, TX
- Bexar County, TX
- Harris County, TX
- Arlington County, VA
- King County, WA

Municipalities

- Thatcher, AZ
- Tempe, AZ
- Beverly Hills, CA
- San José, CA
- Culver Water Works, CA
- Long Beach, CA
- Town of Davie, FL
- Oakland Park, FL
- Opelika, AL
- Orlando, FL
- Osceola, FL
- Pompano Beach, FL
- Ponce Inlet, FL
- Key Biscayne, FL
- Dunedin, FL
- Miami Beach, FL
- Roeland Park, KS
- Morehead Water Works, NC
- Englewood Housing Authority, NJ
- Township of Toms River, NJ
- Moore, OK
- Houston, TX
- Baytown, TX
- Norfolk, VA
- Irondale, AL
- Moody, AL

Educational Institutions

- CalTech, CA
- California State University System, CA
- San José Evergreen CC District, CA
- Broward County Schools, FL
- Vincennes University, IN
- Lafayette Parish School System, LA
- University of North Carolina System, NC
- Norman Public Schools, OK

Healthcare

- Memorial Healthcare System, FL
- Archbold Medical Center, GA
- Southeast Georgia Health System
- Upson Regional Medical, GA
- Edward Elmhurst Health Center, IL
- Maine General Health, ME
- Erickson Living, MD
- New Hanover Regional Med Center, NC
- Greenwood House, NJ
- Albany Medical Center, NY
- Amsterdam Nursing Home, NY
- Bishop's Commons, NY
- Cobble Hill Health Center, NY
- Episcopal Health Service, NY
- Metropolitan Jewish Health Sys NY
- Miriam Osborn Memorial Home Association, NY
- Rebekah Rehab & Extended Care Center, NY
- Richmond University Medical Center, NY
- St. Francis Commons, NY
- St. Luke Health Services, NY
- The Osborn, NY
- Village Care, NY
- Weill Cornell Medicine, NY
- INTEGRIS Health, OK
- Conway Medical Center Foundation, SC
- Galveston County Health District, TX

Non-Governmental Organizations (NGOs)

- Love Water Works Strong, USVI
- U.S. Council of Mayors
- National Association of Counties
- International Association of Emergency Managers
- FL Association of Counties
- National League of Cities
- CA State Association of Counties
- NJ State Association of Counties

Utilities

- Eastern Municipal Water District, CA
- Metro Water District of Southern CA
- Clay Electric Co-op, FL
- Florida Keys Electric Co-op, FL
- Clay County Utility Authority, FL
- Gainesville Regional Utilities, FL

WHO IS THE TEAM?

Witt O'Brien's senior leadership are at the forefront of national thought leadership on addressing multiple federal funding streams simultaneously. Our Community Services practice utilizes internally developed comprehensive tools, templates, methods, and processes to enable quick and effective implementation of complex, regulatory-compliant programs. Our integrated program management approach ensures appropriate oversight and coordination of all critical and necessary program functions by all relevant stakeholders.

Zabrina Minor Gregg, MBA, PMP is an accomplished grants and project management professional with nearly two decades of experience supporting federal, state, and local initiatives focused on housing, community development, and resilience. Since joining Witt O'Brien's in 2021, she has provided program leadership and technical expertise to local governments and quasi-governmental organizations, delivering end-to-end grants management support for major federal programs including ARPA SLFRF, ARPA ERAP, and IIJA/BIL. She has managed a portfolio exceeding \$900 million in federal COVID-19 funding and regularly provides technical assistance and training to municipalities through initiatives such as the National League of Cities (NLC) Local Infrastructure Hub and the North Carolina League of Municipalities.



Zabrina specializes in federal grant pursuance, compliance, and program implementation, supporting communities across Alabama and North Carolina in securing and managing funding from federal agencies such as DOT (RAISE and SS4A) and FEMA (AFG), as well as state and foundation sources. Prior to Witt O'Brien's, she spent nearly a

decade working in organizations focused on affordable housing, homelessness response, and services for low-income populations. A NeighborWorks Professional Certificate holder in Affordable Housing Funding and Finance, HUD-certified Housing Counselor, and certified grant writer, Zabrina combines strategic leadership with deep technical expertise to help communities maximize funding opportunities and deliver impactful projects.

Emily Winburn, PhD, GPC



Emily is a grant writing and management specialist with 10 years of professional experience in grants management and education, as well as a PhD and Grant Professionals Certification (GPC). Since joining Witt O'Brien's, Emily has provided grants writing and grants management support to dozens of local government agencies seeking to maximize funding opportunities under the IIJA/BIL and other funding sources. She conducts grants research to identify right-fit funding opportunities and provides advisory services for application development, resulting in more than \$15 million in awards to date. Specifically, in support of the North Carolina

League of Municipalities, she has been responsible for more than 40 grant applications ranging from \$1,000 to over \$14 million. She was also the lead writer for Harris County's (TX) successful application to the DOE BIL Consumer Electronics Battery Recycling Programs for more than \$4.8 million. She also supports grants management and compliance for COVID-19- related funding programs. Prior to joining the firm, Emily was a grant writer for United Way of Greater Charlotte and the U.S. Climate Action Network. She was also a grants manager and educational specialist with Littlejohn Community Center's TRIO Educational Opportunity Center. In this role, she managed several educational support and community development grants ranging from \$5,000 to \$5 million.

Sarah Perry, MPPM, CGMS –



Sarah is a Certified Grants Management Specialist with nearly 20 years of experience in policy analysis, education and capacity building, and grants management. She manages large scale Federally funded grant projects and provides municipalities with full grant lifecycle support—from grant pursuance through implementation to successful closeout. As a subject matter expert for the National League of Cities Local Infrastructure Hub Initiative, Sarah designs and leads training sessions related to various Federal grant opportunities, including IIJA Digital

Equity Act, Bridge Investment Program, and DOT's Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT). She supports North Carolina Department of Commerce (DOC) in identifying and applying for grant funding, including a successful \$4 million grant application for U.S. Department of Labor's Pathway Home 6 grant. She also recently assisted the Metropolitan Water District of Southern California in developing \$950,000 application for Wildfire Prevention Grant from the California Department of Forestry and Fire Protection (CalFire).

In addition to grants pursuance, Sarah also supports Federal grant program management, including conducting eligibility reviews, subrecipient monitoring, procurement analyses, and Davis-Bacon and Related Acts compliance. For the West Central Arkansas Planning and Development District, she is supporting programmatic and financial monitoring services for workforce development programs assisting youth and adults in Arkansas. She also supported the Harris County, Texas, ARPA SLFRF-funded program, managing a team of project owners to complete eligibility reviews and collect pre-award documentation for ARPA-funded projects. For Eastern Municipal Water District, she provided grants compliance and procurement analyses for various funding sources.

Tara Vogelien, MSC, MBA, CFE, CRA



Tara is a Certified Fraud Examiner (CFE) and Certified Research Administrator (CRA) with more than 20 years of professional experience in federal grants fund management, business operations, and project management. Since joining the firm, she has been supporting state and local government agencies with design and implementation of Federally funded programs, including COVID-19 related programs under the CARES Act and ARPA. These programs have focused on economic revitalization, housing and food security, local community organization

partnerships, and public health/social services support initiatives. Her support includes project eligibility analysis,

fiscal operations management, reporting and dashboards, program performance metrics, subrecipient monitoring, and grant program closeout. For more than 10 years prior, she served as the Director for Business and Research Administration at Plants for Human Health Institute, a North Carolina State University-based research and education organization. In this role, she provided expertise on finance, operations, contracts, and research administration. She also has experience managing large environmental remediation contracts.

WHAT IS THE SCOPE OF SERVICES AND COST?

Grant Research and Writing: Witt O'Brien's will provide grant writing services to The City of Leeds on an on-going basis. These services may include the following. Should additional support be needed, Witt O'Brien's and the City will discuss further.

Task 1: Perform a Grant's Needs Assessment.

Conduct Kick-off Meeting / Refined Project Work Plan/Timeline

Witt O'Brien's will begin program startup by establishing a "Grants Team" to promote buy-in across the organization and ensure the ability of the City and other stakeholder groups to maximize access to funding opportunities. We will hold 30-minute sessions with all City departments to establish grants needs. Additionally, we will meet with each council member, and the mayor, and stakeholder groups for 30 minutes to establish grants needs by outlining responses to the questions "if you had a blank grant check?" what would you buy or do for your department or group.

Inventory Funding Needs

Before we begin pursuing grants, we must define the organization's funding needs and priorities. We will review your current funding priorities and identify any new priority funding areas, which may include important, unfunded programs.

We will conduct a thorough analysis of funding priority areas for each initiative, in collaboration with City staff, to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding. The project will involve facilitating meetings with initiative leaders to gather input and feedback, conducting data-driven analysis, and providing recommendations to inform future funding decisions and develop a funding needs list.

Develop Organization-Wide Funding Needs List

Based on our findings from the process described above, we will write a report that lists the organization's funding needs by initiative with associated information. It is likely that projects will be in different stages of development ranging from ideation to planning, implementation, and even programs in progress with sunsetting funding. The stage of the project will determine the level of description included in the report.

Task 2: Perform a grants readiness assessment with delivery of a formal report on areas that need additional attention.

Review Organization's Current Processes/Structure

Reviewing the City's existing grants management organization, if any, will give our team a practical understanding of its structure. This will give us the ability to integrate our efforts with the existing grants pursuance mechanisms and make recommendations for process improvements.

This assessment will review:

- The existing grants pursuance strategy
- The organizational structure and staffing
- The organization's grants management procedures

Our team will recommend policies and procedures to support grant operations and provide a final report with best next steps to the Mayor and Council.

Task 3: Grant Funding Research

As we identify opportunities, we will evaluate them against the preliminary list of organizational funding needs to find the right-fit combination of funding sources with which to build out a cohesive strategy.

Ongoing Funding Opportunity Identification

The Witt O'Brien's team will assist the City and stakeholder groups in identifying funding opportunities at the earliest time possible to develop competitive applications.

Witt O'Brien's conducts targeted research and assessments of funding opportunities using a grants lifecycle and fund-seeking software tool, eCivis. Our team can create a customized search based on initiative needs to help fast-track the search for the right grants. We can then identify the right opportunities based on the organizational needs. To further maximize efficiency, we can provide a variety of tools to manage the grants identification process:

- A **funding decision scorecard** to promote effective decision-making
- A **grants approval checklist** to ensure effective use of resources and pursuit of needs
- **Data dashboards** to track funding pursuits and associated details

Task 4: On-Call Grant Research/Technical Assistance

Our team will develop a thorough understanding of The City funding needs and partnerships, so we can be on the lookout for grants opportunities that we can adapt to your programs.

Task 5: Grant Proposal Development

Based on the level of complexity of a grant application, preparing it can take a few days or may require a team to spend several weeks on proposal development. Witt O'Brien's will help to establish a team that understands the funding opportunity and will map out the response and action plan, including an application checklist.

This is where we will identify special requirements, such as local match, cost-sharing, and partnership requirements. We will also, where applicable, review prior awardees to analyze successful applications. In instances with partnerships, we will convene project partners at the beginning of the application process for input and to request necessary documentation, such as cost-sharing agreements and financial documentation.

Our team will work backward from the deadline to build an application development timetable that includes all required deliverables such as the program narrative; budget narrative and worksheet; demographic information; supporting quantitative data; qualitative information such as resumes, performance metrics, federal grants application forms; and any additional requirements specific to that grant application (letters of commitment, support, assurances, etc.). We will collect all the necessary documentation to maximize the application's score.

Witt O'Brien's fees are based on the rate schedule outlined below. The City will be invoiced on a time and materials basis for the work performed.

PROPOSED ENGAGEMENT TERMS

Witt O'Brien's proposes a 1-year engagement through March 1, 2027 with an option of two one-year renewals with an initial not to exceed amount of \$150,000. The following rate schedule is intended to be comprehensive

to provide the greatest amount of flexibility in identifying and utilizing services based on the organization's dynamic needs.

Proposed Fee Schedule

Professional Services	Rate/ Hour
Management Consultant V	\$225.00
Management Consultant IV	\$175.00
Management Consultant III	\$150.00
Management Consultant II	\$120.00
Management Consultant I	\$90.00

While we anticipate all work for The City to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed according to the rates published by the General Services Administration for the operation area. If mileage is applicable, mileage shall be reimbursed at the prevailing Internal Revenue Service (IRS) mileage rate.

WHAT ARE THE NEXT STEPS?

Witt O'Brien's appreciates your review and consideration of this proposal. We sincerely hope to forge a long and meaningful partnership with The City and its employees. For next steps in establishing a contract for services with Witt O'Brien's, please contact **Zabrina Minor Gregg, by phone at (205) 873-4537 or by email at zminorgregg@wittobriens.com**

TASK ORDER NO. 1

This Task Order No. 1, Statement of Work ("Task Order") is effective as of March 1st, 2026 and is governed by the terms and conditions of the Professional Service Agreement by and between **Witt O'Brien's, LLC**, ("Company"), and **City of Leeds, AL** ("Client"), dated **March 1, 2026** (the "Agreement"). For purposes of this Task Order, Company and Client may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, this Task Order is in support of the Professional Service Agreement ("Agreement"), dated March 1, 2026.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

Parties mutually agree to add the following specific scope:

Task 1: Perform a Grant's Needs Assessment on all departments.

Expected Timeline: Q2, Q3 of 2026

Firm Fixed Price \$ 15,000

Client Will:

- Schedule 30-minute sessions with all departments within the City
- Schedule 30-minute sessions with each Council Member and the Mayor
- Schedule 30-minute sessions with key stakeholders Including
 - Leeds City Schools
 - Leeds Chamber of Commerce
 - Leeds Water Works Board
 - Leeds Main Street
 - Moton Educational Foundation
 - Historical Society
 - Leeds Arts Council
 - Leeds Library

Consultant Will:

- Consultant will spend 30 minutes with each department or group
- Client and Consultant will discuss goals of each department, potential funding opportunities, and opportunities where grant funding may be available.
- The Consultant will deliver Grant Research Analysis; by department, by opportunity, list of grants available that the Client may choose to pursue.

Note: Any additional work regarding research of potential awards, deep diving into determining if an award is a good fit for the client will be performed by request of the Client, under Task 3 or 4.

Task 2: Perform a grants readiness assessment with delivery of a formal report on areas that need additional attention.

Expected Timeline for Delivery: Q4 2026

Fixed Price: \$7,000

Client Will:

- Support Consultant in receiving timely replies and focus of City staff to properly conduct assessments.
- The Consultant will alert client if there are departments within the City who are non-responsive. Consultant will make 3 attempts to receive responses for requests. If no response is received, the contractor will continue and finalize the assessment without the response.

Contractor Will:

- The Consultant will work directly with appropriate departments to conduct a grant readiness assessment.
- These assessments may be in the form of phone interviews, on-site interviews or surveys sent via email to the client.
- The Consultant will deliver a formal written report to the Client assessing the following areas of the grant's life cycle;
 - **Program Design**
 - **Fiscal Compliance**
 - **Procurement Compliance**
 - **Contracting Compliance**
 - **Risk Mitigation**
 - **Data Collection**
 - **Grant Award Policies**
 - **Reporting**
 - **Subaward Management**
 - **Federal Priorities and Initiatives**

Task 3: Provide grant research and pursuance support to the Client Write Grants at the request of the Client

- Research potential opportunities to determine if they align with goals and priorities of the **Client**
T&M: Ongoing/As Needed

Task 4: Capacity Building: supporting the Client providing technical assistance and best practice recommendations for all aspects of the grant's life cycle

- Based on the results of the grants readiness assessment, Consultant will support capacity building at the direction of the Mayor and Team.
- Supporting the City staff with training and technical assistance for grant award management.

Task 1	Firm Fixed Fee: Grants Needs Assessment	\$15,000
Task 2	Firm Fixed Fee: Grants Readiness Assessment	\$7,000
Task 3	Time and Materials: Grants Research, Writing and Pursuance, Capacity Building and Technical Assistance	\$128,000
Task 4		
		Total NTE: \$150,000

All travel will be billed at the GSA standard per diem rates, mileage will be billed at the IRS standard rate as time and materials. Travel costs are not included in Tasks 1 and 2.

1. Parties mutually agree to the following performance period:

March 1st. 2026-September 30th, 2028

Task 1: Delivery on or before October 1.

Task 2: Delivery on or before December 31st 2026.

Task 3: On-going, upon request

Task 4: On-going, upon request

2. Parties mutually agree that the above outlined scope will be provided on the following:

Task 1: Firm Fixed Fee Billed October 1st, or upon full delivery.

Task 2: Firm Fixed Fee Billed December 31st, or upon full delivery.

Task 3: Time and Materials

Task 4: Time and Materials

3. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

City of Leeds, AL	Witt O'Brien's, LLC
Signature:	Signature: <i>Cheryl Joiner</i>
Name:	Name: Cheryl Joiner
Title:	Title: Director of Contracts & Compliance
Date:	Date: 2/13/2026

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of 1st day of March, 2026 ("Effective Date") is entered into by and between:

City of Leeds, AL ("Client"), with offices at 1400 9th Street, Leeds, AL 35094; and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables"). The Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix C. All NTPs and Task Orders are incorporated herein by reference.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its effective date, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew on its expiration date for one (1) year successive periods until terminated by either party in accordance with this Agreement.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential or confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT.

10.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT;
AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CLIENT;
ARISING FROM OR RELATING TO THE CLIENT'S ACTIONS IN CONNECTION WITH THE AGREEMENT.
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY EXCLUDES OR
LIMITS ITS LIABILITY FOR FRAUD.

10.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY
EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
EXCEPT FOR INDEMNITY OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF
CONFIDENTIALITY, EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN
CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES
ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

10.4. APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND
LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE
AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE,
PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE)
OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY),
AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT
LAW.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to
reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client,
shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: City of Leeds, 1400 9th Street, Leeds, AL 35094
and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 30
days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15
days and payment is due net 30 days after receipt of the invoice. Timely payment is a material part
of the consideration for the performance of the Services. Invoices are considered accepted by Client
unless a written notice explaining rejection of specific charges is provided to Consultant within ten
(10) days from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount
may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until
invoice is paid in full. In the event that payment has not been made in accordance with the terms of
this Agreement, in addition to any other remedy, which Consultant may have under law or equity,
Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made
in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US
and the other currency involved in the transaction shall be the rate of exchange as of the date of
invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any
site where the Services are to be provided, including but not limited to, hazardous waste, substances
or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a
broad range of other clients and agrees that Consultant shall be free to work for other clients in
matters that do not involve the use of any Confidential Information that has been disclosed by the
Client under the terms of this Agreement or do not directly relate to the specific Services provided
by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation, registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

City of Leeds, AL	Witt O'Brien's, LLC
Attention: Eddie Moor 1400 9 th Street Leeds, AL 35094 Phone: Email:	Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com Legal Notices: Witt O'Brien's, LLC Attention: Legal Counsel 818 Town & Country Blvd, Suite 200 Houston, TX 77024 Email: legal@ambipar.com with a copy to contractrequests@wittobriens.com

18. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar

with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

24. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Texas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction located in Harris County, State of Texas.

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or

representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work ([Appendix A](#))
3. The Rate Schedule ([Appendix B](#))
4. Task Orders (Appendix C) (if applicable)
5. Other Contract Documents.

33. Use of Logo. Client hereby authorizes Consultant to use its name, logo and/or trademark without further notice to Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

34. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

35. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

//SIGNATURE PAGE FOLLOWS//

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Leeds, AL	Witt O'Brien's, LLC
Signature:	Signature: <i>Cheryl Joiner</i>
Name:	Name: Cheryl Joiner
Title:	Title: Director of Contracts & Compliance
Date:	Date: 2/6/2026

APPENDIX A SCOPE OF WORK

Consultant shall provide the following services as directed by the Client subject and pursuant to the terms and conditions of the Agreement:

End to End Federal and State Grants Management

Work with the Client to engage in meaningful work to support identification of, securing, administration of, and compliance with Federal and / or State Awards for the Client.

Organization and Coordination

Develop a clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and agencies/departments. Define roles, responsibilities, and goals for each program and monitor progress.

Grants Management

Support strategic planning, development, and implementation of federally or state funded grants and assistance programs through grants management best practices and subject matter expertise, including oversight of regulatory compliance requirements and mandated quarterly reporting schedules using official reporting systems.

Data Management

Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program-specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management

Support Client in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight

Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation

Provide Client with auxiliary staffing support to augment existing services and skillsets, as determined by approved role and rate schedule.

After-Action and Performance Reviews

Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

APPENDIX B COMPENSATION/RATES

Professional Services	Rate/Hr
Management Consultant V	225
Management Consultant IV	175
Management Consultant III	150
Management Consultant II	120
Management Consultant I	95

Task orders will outline the payment terms, time, and materials or fee for service based on the needs of client, and the defined scope of services.

The total amount of the contract shall not exceed: \$150,000.00

In addition to the hourly rates, Consultant shall be reimbursed for out of pocket expenses incurred in connection with performance of this Agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant's cost, without mark-up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

APPENDIX C TASK ORDER TEMPLATE

This Task Order No. __ (“Task Order”) is entered on this __ day of __202__ and is governed by the terms and conditions of the Professional Service Agreement by and between **Witt O’Brien’s, LLC**, (“Company”), and _____ (“Client”), dated _____ (the “Agreement”). For purposes of this Task Order, Company and Client may be referred to individually as the “Party” or collectively as the “Parties”.

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal (“Proposal”) dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

[Insert Client]	Witt O’Brien’s, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: