

CITY OF COTTONDALE  
PUBLIC HEARING  
December 9, 2024  
6 PM

**AGENDA**

WELCOME

Mayor James Elmore - Welcome & Invocation & Pledge to Flag

PROPOSED ORDINANCE

ORDINANCE 2025-01 Adoption of Property Rights Element

PUBLIC COMMENTS

FIRST READING – PROPOSED ORDINANCE – Adoption of a small-scale future land use map amendment for Trioak Enterprise

PUBLIC COMMENTS

ADJOURN

ANY ITEM PLACED ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED ON THE AGENDA MAY BE ACTED ON BY THE COMMISSION.

## **ORDINANCE NO. 2025-01**

### **AN ORDINANCE AMENDING THE CITY OF COTTONDALE COMPREHENSIVE PLAN TO INCLUDE A PROPERTY RIGHTS ELEMENT; PROVIDING FOR SEVERABILITY AND FOR REPEALER; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature adopted Chapter 163, Florida Statutes which requires the City of Cottondale (the "City") to prepare, adopt, enforce and update a Comprehensive Plan to guide its future development and growth; and

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the City Commissioners to (a) plan for the City's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the county; and

**WHEREAS**, pursuant to Section 163.3174(1), Florida Statutes, the City Commissioners of the City of Cottondale, Florida have designate themselves as the Local Planning Agency for the incorporated area of the City of Cottondale; and

**WHEREAS**, Section 163.3177(6)(i)2, Florida Statutes (Chapter 2021-195, Laws of Florida) requires the City to include a property rights element in its City of Cottondale Comprehensive Plan; and

**WHEREAS**, the City respects judicially acknowledged and constitutional protected private property rights; and

**WHEREAS**, the City respects the rights of all people to participate in land use and planning processes; and

**WHEREAS**, this ordinance will amend the Comprehensive Plan by adding a property rights element; and

**WHEREAS**, the City of Cottondale City Commissioners held a public hearing as required by Chapter 163, Florida Statutes with due public notice having been provided, and having reviewed and considered all comments received during the public hearings, and provided for necessary revisions; and

**WHEREAS**, in exercise of its authority, the City Commission finds it necessary and desirable to adopt and does hereby adopt the Amendment to the Comprehensive Plan, in order to provide a Property Rights Element.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COTTONDALE, FLORIDA, THAT:**

**SECTION 1.** The property rights amendment to the City of Cottondale Comprehensive Plan as attached hereto and incorporated herein as Exhibit “A” is hereby adopted.

**SECTION 2. Amendment.** The Comprehensive Plan for the City of Cottondale, Florida is hereby amended to include the Property Rights Element, attached hereto and incorporated herein as Exhibit A.

**SECTION 3. Inclusion in the City of Cottondale Comprehensive Plan.** This Ordinance shall be codified in the City of Cottondale Comprehensive Plan as set forth in Exhibit “A”.

**SECTION 4. Repealer.** Those parts of the Comprehensive Plan for the City of Cottondale, Florida in conflict herewith are hereby repealed and superseded to the extent of such conflict and shall have no further effect whatsoever.

**SECTION 5. Severability.** If any phrase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

**SECTION 6. Effective Date.** This Ordinance shall become effective upon its adoption by the City Commission as provided by law.

INTRODUCED and read by title in open session of the City Council of the City of Cottondale, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED in open session of the City Council of the City of Cottondale, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2024 by a vote of \_\_\_\_ to \_\_\_\_.

\_\_\_\_\_  
JAMES ELMORE, Mayor

ATTEST:

\_\_\_\_\_  
SHERRI R. MCBRIDE, City Clerk

# **EXHIBIT “A”**

## **CHAPTER TWELVE** **PROPERTY RIGHTS ELEMENT**

**PURPOSE:** This element is intended to ensure that the City of Cottondale considers the rights of private property owners when making decisions.

GOAL 12: Consider the property rights of private property owners when making decisions.

OBJECTIVE 1: The following rights shall be considered in the decision-making process including:

Policy 1.1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases or mineral rights.

Policy 1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

Policy 1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 1.4: The right of a property owner to dispose of his or her property through sale or gift.

These policies preserve and respect judicially acknowledged, and constitutionally protected private property rights. No additional policies shall be adopted in accompanying elements of the Comprehensive Plan which conflict with or negate these property rights.

## **ORDINANCE 2025-**

**AN ORDINANCE AMENDING THE CITY OF COTTONDALE COMPREHENSIVE PLAN TO PROVIDE FOR THE ADOPTION OF A CERTAIN SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR TRIOAK ENTERPRISE, LLC; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Cottondale, Florida, has previously enacted the City of Cottondale's Comprehensive Plan on October 8, 2012; and

**WHEREAS**, TRIOAK ENTERPRISE, LLC owns certain real property described as:

Parcel ID# 30-5N-11-0091-0010-0000, being more particularly described as:  
All of Block 1 in Cottondale, in SW ¼ of NW ¼, less lots 7 and 8 of Block 1,  
All in Section 31, Township 5 North, Range 11 West, lying and being in  
Jackson County, Florida, as described in OR Book 1625, at Page 411, Public  
Records of Jackson County, Florida; and

**WHEREAS**, TRIOAK ENTERPRISE, LLC desires a change of land use to reclassify its property as commercial; and

**WHEREAS**, Section 163.3177(6)(i)2, Florida Statutes (Chapter 2021-195, Laws of Florida) requires the City to include a property rights element in its City of Cottondale Comprehensive Plan; and

**WHEREAS**, after appropriately advertised public hearings, the City Council has determined that said amendment is proper and lawful; and

**WHEREAS**, the City Council desired to amend Ordinance No. \_\_\_\_\_ to adopt a small-scale future land use amendment to the City of Cottondale's Comprehensive Plan, as requested by TRIOAK ENTERPRISE, LLC; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COTTONDALE, FLORIDA, THAT:**

**SECTION 1.** That certain real property described as:  
Parcel ID# 30-5N-11-0091-0010-0000, being more particularly described as  
All of Block 1 in Cottondale, in SW ¼ of NW ¼, less lots 7 and 8 of Block 1, all in  
Section 31, Township 5 North, Range 11 West, lying and being in Jackson County,  
Florida, as described in OR Book 1625, at Page 411, Public Records of Jackson  
County, Florida,

shall be reclassified as Commercial and the City of Cottondale Comprehensive Plan shall be so amended.

**SECTION 2 – Severability.** If any section of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder as a whole or as to any part, other than the part declared to be invalid.

**SECTION 3.** All ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its adoption by the City Council of the City of Cottondale, as provided by law.

**INTRODUCED AND READ BY TITLE** in open session of the City Council of the City of Cottondale, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**ADOPTED AND PASSED** in open session of the City Council of the City of Cottondale, Florida, on the \_\_\_\_ day of July, 2024 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

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JAMES ELMORE, Mayor

ATTEST:

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SHERRI R. MCBRIDE, City Clerk

**CITY OF COTTONDALE**  
**MONTHLY COMMISSION MEETING**  
**December 9, 2024**  
**6 PM Following Public Hearing**

**AGENDA**

**WELCOME**

Mayor James Elmore

**MINUTES**

Approve request for minutes:

10/07/2024 Final Budget Public Hearing

11/12/2024 Special Commission Meeting

**FINANCIAL REPORTS**

Approve Nov 2024 Income Statement Budgeted for the General, Enterprise, and Transportation

Approve Nov 2024 Comparative Income Statement for the General, Enterprise, and TRANS.

**FIRE DEPARTMENT**

Approve November 2024 Fire Reports

**GUEST**

Baker Engineers, LLC – Bobby Lee

M0170 Bid Tabulation & Recommendation – Resolution 2025-01

Fred Fox Enterprise – Requesting approval for Administrative Contracts for two CDBG Small Cities

Projects: 22CV-S15 Community Center Project and the CDBG-23DB-N08 H2545 WWTP Lift Station

DHM – Paula Weeks, HMGP 4399-090-R Engineering plans - Request approval to move forward with the bid process by submitting to Florida Commerce for approval

**CITY CLERK**

- NexbillPay – Approval requested to setup credit card services through NexbillPay
- Property Closing CDBG-CV Community Center Project on Thursday, Dec. 12<sup>th</sup>
- Hometown Revitalization M0042 Update
- Utility Migration to Ampstun begins Tuesday, Dec. 10th

**PUBLIC WORKS**

**POLICE DEPARTMENT**

**CITIZENS COMMENTS, REQUEST, ETC**

**PAYABLES**

Approve payables for November 2024

**ADJOURN**

CITY OF COTTONDALE  
MONTHLY COMMISSION MEETING  
October 7, 2024

OFFICIAL MINUTES

Present: Mayor James Elmore, Curtis Benefield, Ty Daniels, Dennis Sloan, Jerrard Deese, Sherri McBride, Floyd Scott, and Jordan Burnett

Mayor Elmore opened the meeting at 6:02 pm welcoming everyone in attendance and led with the invocation & pledge allegiance to the flag.

The mayor introduced the first agenda item **minutes**. Commissioner Deese made a motion to approved the 9/23/2024 Final Budget Public Hearing and the 9/23/2024 Special Commission Meeting. Sloan 2<sup>nd</sup> the motion, unanimous.

**Financial Reports** introduced by the mayor. Commissioner Benefield motioned to approved the Oct. 2024 Income Statement Budgeted for the General, Enterprise, and Transportation and the Oct. 2024 Comparative Income Statement for the General, Enterprise, and Transportation fund. Deese 2<sup>nd</sup> – unanimous approval.

The September fire report received a unanimous approval with Deese making the motion and Sloan seconding, introduced by the mayor. Fire Chief Ty Daniels reported that the State Fire Marshall Grant he had applied for was awarded \$13,861.98.

**Alday Howell Engineering** – requesting approval for a task order engineering work for the Magnolia, Thomas, & Zion Street MSCOP. This is \$314K grant. The notice to process was issued on Sept. 26<sup>th</sup> with an expiration date of December of 2025. This does qualify for advance payment. APPROVED unanimously. Commissioner made the motion to approved the task order authorizing the engineering work. Deese second.

The clerk requested to **amend the FY2023-24 budget** – The general fund by adding the Florida Dept. of Agriculture and Consumer Services grant which was awarded in October of 2024 after budget. In addition, the Transportation fund would be amended adding about \$10K to the total as documented for the commission.

The clerk also informed the commission as in the budget workshop that each year the **Transportation fund** decrease by about \$25K. She provided the total minus unspent FEMA funds and estimated by the end of FY2025 the account would be about 25K. The commission will need to make decisions prior to the next budget year how to increase those funds.

Budget Amendment APPROVED unanimously. Benefield motioned to approved the amending of the FY2023-24 Budget as requested. Deese second the motion.

The mayor introduced the following information including some old business:

- Proposed Ordinance 2024-01 has been submitted to Florida Commerce
- Christmas Parade 2024 plans is underway
- Trick or Treat will be held at the school



- Benefield approved the mobile home addressed on 9/23/24

Mr. Benefield praised the condition of the 16X80 mobile home to be moved into the town for rental purpose. The owner was notified

**Public Works** – Director Floyd Scott address the council regards well #3 in need of a spool piece for the meter. This is a specialty item called a mccrometer flow tube, which will be built to order. He requested that the procurement policy be set aside to purchase from Fortline at \$1,998.00. After some discussion, Commissioner Benefield motion to approve the purchase of the mccrometer flow tube at \$1,998 setting aside the procurement policy. Sloan second the motion. All agreed.

Police Chief Carley reports numbers from the Jackson County Cad System, which records all service calls.

2021 - 606 cad numbers

2022 – 727 cad numbers

2023 – 687 cad numbers

As of 2<sup>nd</sup> of October 2024 Cottondale has 2.160 service calls/cad numbers.

The chief could not completely explain the increase in numbers. The mayor did state in prior years not all service calls went through dispatch. However, the commission is proud of the work the Cottondale PD is doing and credit some of those numbers to the department. The chief reported on the dog issues purchasing a trap in hopes of catching them. For the month of September, the department had 65 calls for service, 64 traffic stops, 22 citations.

He informed the commission to expect the Police Department Policy & Procedure Manual for review via email.

Payables approved unanimously with Sloan making the motion and Deese seconding the motion.

Mayor adjourned the meeting at 6: 28 pm

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James A. Elmore, Mayor

Attest:

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Sherri R. McBride, Clerk

CITY OF COTTONDALE  
MONTHLY COMMISSION MEETING  
November 12, 2024

OFFICIAL MINUTES

Present: Mayor James Elmore, Curtis Benefield, Ty Daniels, Dennis Sloan, Sherri McBride, Destinee Wiggins, Floyd Scott, and Candace Hamm

Absent: Commissioner Jerrard Deese

Mayor Elmore opened the meeting at 6 pm welcoming everyone in attendance and led with the invocation & pledge allegiance to the flag.

First item financial reports introduced by the mayor. Commissioner Benefield motioned to approved the Oct. 2024 Income Statement Budgeted for the General, Enterprise, and Transportation. Sloan 2<sup>nd</sup> – unanimous approval. The Oct. 2024 Comparative Income Statement for the General, Enterprise, and Transportation fund was also approved unanimously with Daniels making the motion and Benefield seconding.

The October fire report received a unanimous approval with Sloan making the motion and Benefield seconding, introduced by the mayor.

Destinee Wiggins, DHM Melvin Engineering presented the **Work Authorization** in preparation of the **Waste Water Treatment Plant operating permit**, number FLA101168. The clerk informed the commission the cost of 5K utilizing DHM continuing services. She and Mr. Floyd Scott agreed this is a good price. Commissioner Daniels motioned to approve the Work Authorization; Sloan second – unanimous approval.

Destinee also brought to the board the **FRDAP Grant** and the requesting approval to assemble the bid documents and advertise in hopes to get the park bathroom renovated by mid-February (ball season). Upon discussion, the board unanimously approved DHM to assembly bid documents and to allow the clerk and public works director approve the documents in order to advertise in a timely manner. Sloan make the motion with Daniels seconding.

Attorney Clay Milton introduced CDBG-CV Property Acquisition **Resolution 2024-18** authorizing the acquisition of the property adjacent to the Cottondale Community Center from Mr. A. E. Ward for \$13,400.00. The vote was unanimous with Benefield making the motion and Sloan seconding.

Next the mayor introduced **Resolution 2024-17** authorizing clerk to make application to the Department of Transportation for the Annual Christmas Parade. Daniels made the motion to approve and Sloan second and all favored.

The mayor introduced two policies for approval. The first is **Resolution 2024-20 Section 3 Plan** for CDBG Block Grants Policy required by Florida Commerce. It was unanimous with Daniels making the motion and Benefield seconding. Next, **Resolution 2024-21 CDBG Labor Standards Policy** and Procedures. It was unanimous with Daniels making the motion and Sloan seconding.

The clerk informed the commission the City with the help of sponsors would be providing food bags at the Christmas Parade.

Police Chief, Richard Carley introduced the **Updated Police Department Policy & Procedure Manual** provided to the commission via email on 10/23/2024 in order to move forward with adoption. The commission only had good things to say. Commissioner Daniels motioned to approve the updated PD Policies & Procedures Manual. Benefield second and all agreed.

The chief introduced Resolution 2024-19 adopting the City's Civil Rights Policy addressing Excessive Force into the current and updated Polices & Procedures Manual as per Florida Commerce. Commissioner Daniels motioned to approve Resolution 2024-19. Benefield second and all favored.

The clerk informed the commission of some old business letting them know once Florida Commerce has approved the Property Elements Rights, the clerk will schedule a Special Meeting for the reading of Ordinance 2024-02 Amendment to the Land Use Map for TriOak Enterprise.

Payables approved unanimously for the month of October with Daniels making the motion and Sloan seconding.

Before the mayor adjourns, the clerk asked to address the commission. In recognition of Florida City Government Week, she conveyed on behalf of the residents and staff a huge THANK YOU for choosing to serve on our board. She presented to with a small gift of appreciation.

Mayor adjourned at 6:38 pm.

Attest:

\_\_\_\_\_  
James A. Elmore, Mayor

\_\_\_\_\_  
Sherri R. McBride, Clerk

***City of Cottondale - General Fund***  
***Statement of Revenues & Expenses***  
***Year-to-Date Performance, November 2024 - current month***

	<i>2 Months Ended November 30, 2024</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>Revenues</b>				
Ad Valorem Tax	7,816.56	100,936.00	93,119.44	7.7 %
Franchise Tax - Electric	24,626.19	80,000.00	55,373.81	30.8 %
Utility Tax - Electric	14,668.82	60,000.00	45,331.18	24.4 %
Communications Service Tax	6,729.69	39,089.00	32,359.31	17.2 %
Occupational Licenses	1,192.50	1,600.00	407.50	74.5 %
Discretionary	24,513.09	127,177.00	102,663.91	19.3 %
State Revenue Sharing	10,597.48	66,325.00	55,727.52	16.0 %
Mobile Home Licenses	271.25	725.00	453.75	37.4 %
Alcohol Beverage Licenses	83.90	425.00	341.10	19.7 %
1/2 Cent Sales Tax	10,151.40	57,332.00	47,180.60	17.7 %
County - Public Safety	0.00	20,000.00	20,000.00	
County Share - Cult/Recreation	0.00	4,000.00	4,000.00	
Reports Copies & Fees	2.23	200.00	197.77	1.1 %
Fire Surcharge	2,806.53	15,350.00	12,543.47	18.3 %
Fines and Forfeitures	1,423.03	13,200.00	11,776.97	10.8 %
Law Enforcement Automation	466.97	3,240.00	2,773.03	14.4 %
Law Enforcement Education	86.62	615.00	528.38	14.1 %
Interest Income	2.53	50.00	47.47	5.1 %
Rental Income	830.00	600.00	(230.00)	138.3 %
Minor Development Orders	59.62	600.00	540.38	9.9 %
Other Income	10.00	2,000.00	1,990.00	0.5 %
Other Income - Police	49,288.00	50.00	(49,238.00)	98576.0 %
<b>TOTAL Revenues</b>	<b>155,626.41</b>	<b>593,514.00</b>	<b>437,887.59</b>	<b>26.2 %</b>
<b>***** NET REVENUES</b>	<b>155,626.41</b>	<b>593,514.00</b>	<b>437,887.59</b>	<b>26.2 %</b>
<b>*****</b>	<b>155,626.41</b>	<b>593,514.00</b>	<b>437,887.59</b>	<b>26.2 %</b>
<b>Expenses</b>				
Salaries - Commission	0.00	4,620.00	4,620.00	
Salaries - Admin	23,394.91	117,853.00	94,458.09	19.9 %
Social Security - Admin	1,908.30	9,358.00	7,449.70	20.4 %
Retirement - Admin	778.20	4,047.00	3,268.80	19.2 %
Health Insurance - Admin	4,554.62	28,095.00	23,540.38	16.2 %
Worker's Comp Insurance - Admin	823.60	3,294.00	2,470.40	25.0 %
Professional Services - Admin	425.85	4,200.00	3,774.15	10.1 %
Accounting & Auditing - Admin	0.00	15,000.00	15,000.00	

**2 Months Ended  
November 30, 2024**

		<b>Annual Budget</b>	<b>Unused</b>	<b>% Used</b>
Contract Services - Admin	559.03	3,800.00	3,240.97	14.7 %
Travel & Per Diem - Admin	47.04	1,700.00	1,652.96	2.8 %
Communications - Admin	553.16	3,600.00	3,046.84	15.4 %
Postage - Admin	20.44	1,250.00	1,229.56	1.6 %
Utilities - Admin	1,009.36	5,575.00	4,565.64	18.1 %
Insurance - Admin	3,789.25	15,187.00	11,397.75	25.0 %
Repairs & Maint - Admin	750.76	6,500.00	5,749.24	11.6 %
Promotional - Admin	462.04	2,100.00	1,637.96	22.0 %
Other Expense - Admin	1,847.34	2,692.00	844.66	68.6 %
Office Supplies - Admin	574.07	2,800.00	2,225.93	20.5 %
Operating Supplies - Admin	127.07	725.00	597.93	17.5 %
Books, Memberships - Admin	316.00	5,500.00	5,184.00	5.7 %
Salaries - Police	26,904.97	133,567.00	106,662.03	20.1 %
Other Salaries - Police - Overtime	0.00	7,500.00	7,500.00	
Social Security - Police	2,008.53	9,136.00	7,127.47	22.0 %
Retirement - Police	48.08	3,000.00	2,951.92	1.6 %
Health Insurance - Police	6,823.59	42,042.00	35,218.41	16.2 %
Worker's Comp Insurance - Police	2,209.34	8,838.00	6,628.66	25.0 %
Professional Services - Police	0.00	500.00	500.00	
Accounting & Auditing - Police	0.00	2,000.00	2,000.00	
Contract Services - Police	0.00	4,600.00	4,600.00	
Communications - Police	876.12	5,963.00	5,086.88	14.7 %
Postage - Police	0.00	200.00	200.00	
Utilites - Police	496.84	3,600.00	3,103.16	13.8 %
Insurance - Police	4,178.17	16,778.00	12,599.83	24.9 %
Repairs & Maint - Police	1,184.20	8,000.00	6,815.80	14.8 %
Promotional - Police	71.90	0.00	(71.90)	
Other Expense - Police	45.00	500.00	455.00	9.0 %
Office Supplies - Police	0.00	1,200.00	1,200.00	
Operating Supplies - Police	3,000.19	12,500.00	9,499.81	24.0 %
Books, Memberships - Police	210.00	1,000.00	790.00	21.0 %
Aid to Private Organizations - Police	0.00	1,000.00	1,000.00	
Worker's Comp Insurance - Fire	928.18	3,713.00	2,784.82	25.0 %
Accounting / Auditing - Fire	0.00	1,500.00	1,500.00	
Contract Services - Fire	85.00	200.00	115.00	42.5 %
Communication - Fire	109.35	990.00	880.65	11.0 %
Utilities - Fire	286.03	3,045.00	2,758.97	9.4 %
Insurance - Fire	4,098.42	16,700.00	12,601.58	24.5 %
Repairs & Maint - Fire	1,204.00	7,000.00	5,796.00	17.2 %
Other Expenses - Fire	45.00	1,500.00	1,455.00	3.0 %
Office Supplies - Fire	0.00	200.00	200.00	
Operating Supplies - Fire	518.95	5,000.00	4,481.05	10.4 %
Books, Membership - Fire	0.00	2,950.00	2,950.00	
Contract Services - Animal Control	0.00	800.00	800.00	
Repairs & Maintenance - Animal Control	139.99	0.00	(139.99)	
Operating Supplies - Animal Control	0.00	100.00	100.00	

*2 Months Ended  
November 30, 2024*

		<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
Utilities - Rec	2,242.47	26,000.00	23,757.53	8.6 %
Contract Services - Rec	30.00	400.00	370.00	7.5 %
Insurance - Rec	3,657.00	14,628.00	10,971.00	25.0 %
Repairs & Maint - Rec	525.09	6,000.00	5,474.91	8.8 %
Operating Supplies - Rec	86.92	1,500.00	1,413.08	5.8 %
TOTAL Expenses	<u>103,954.37</u>	<u>592,046.00</u>	<u>488,091.63</u>	17.6 %
***** Revenues less Expenses	<u>51,672.04</u>	<u>1,468.00</u>	<u>(50,204.04)</u>	3519.9 %
Other Revenues & Expenses				
FDACA GRANT REVENUE	197,400.00	0.00	(197,400.00)	
Machinery & Equipment - Admin	(427.00)	(2,000.00)	(1,573.00)	21.4 %
Machinery & Equipment - Police	(50,685.00)	(12,000.00)	38,685.00	422.4 %
Machinery & Equipment - Fire	(6,855.10)	(12,000.00)	(5,144.90)	57.1 %
TRANSFER TO OTHER FUNDS	(2,316.58)	(12,648.00)	(10,331.42)	18.3 %
Salaries Water Enterprise AC# 533120.330	(216.57)	0.00	216.57	
Salaries Sewer-Entetprise A/C 535120.350	(467.39)	0.00	467.39	
Salaries-TransportationFundAC#541110.410	(216.57)	0.00	216.57	
TOTAL Other Revenues & Expenses	<u>136,215.79</u>	<u>(38,648.00)</u>	<u>(174,863.79)</u>	-352.5 %
*****	<u>187,887.83</u>	<u>(37,180.00)</u>	<u>(225,067.83)</u>	-505.3 %
***** CHANGE IN NET ASSETS	<u>187,887.83</u>	<u>(37,180.00)</u>	<u>(225,067.83)</u>	-505.3 %

***City of Cottondale - Enterprise Fund***  
***Statement of Revenues & Expenses***  
***Year-to-Date Performance, November 2024 - current month***

	<i>2 Months Ended November 30, 2024</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>Revenues</b>				
Water Fees	38,777.88	230,863.00	192,085.12	16.8 %
Water Hookups - Tap Fees	568.00	0.00	(568.00)	
Back Flow Preventor	557.87	3,423.00	2,865.13	16.3 %
Garbage Fees	30,504.30	185,085.00	154,580.70	16.5 %
Sewer Fees	52,363.17	310,858.00	258,494.83	16.8 %
Late Fees	1,560.00	11,000.00	9,440.00	14.2 %
Other Income	204.00	500.00	296.00	40.8 %
Interest Income	41.83	490.00	448.17	8.5 %
<b>TOTAL Revenues</b>	<b>124,577.05</b>	<b>742,219.00</b>	<b>617,641.95</b>	<b>16.8 %</b>
<b>***** NET REVENUES</b>	<b>124,577.05</b>	<b>742,219.00</b>	<b>617,641.95</b>	<b>16.8 %</b>
<b>*****</b>	<b>124,577.05</b>	<b>742,219.00</b>	<b>617,641.95</b>	<b>16.8 %</b>
 <b>Expenses</b>				
Salaries - Water	6,712.01	36,242.00	29,529.99	18.5 %
Social Security - Water	513.46	2,882.00	2,368.54	17.8 %
Retirement - Water	335.60	1,821.00	1,485.40	18.4 %
Health Insurance - Water	4,544.09	27,785.00	23,240.91	16.4 %
Workman's Comp Insurance - Water	643.84	2,575.00	1,931.16	25.0 %
Professional Fees - Water	333.32	2,025.00	1,691.68	16.5 %
Accounting & Auditing - Water	0.00	3,500.00	3,500.00	
Contract Services - Water	4,124.52	45,115.00	40,990.48	9.1 %
Communication - Water	968.31	5,091.00	4,122.69	19.0 %
Utilities - Water	4,279.09	22,226.00	17,946.91	19.3 %
Insurance - Water	560.55	16,515.00	15,954.45	3.4 %
Repairs & Maintenance - Water	7,675.41	11,668.00	3,992.59	65.8 %
Backflow Repair & Maintenance	2,796.92	0.00	(2,796.92)	
Other Expense - Water	56.44	500.00	443.56	11.3 %
Office Supplies - Water	0.00	150.00	150.00	
Postage - Water	176.40	744.00	567.60	23.7 %
Operating Supplies - Water	520.56	4,416.00	3,895.44	11.8 %
Dues & Subscriptions - Water	1,030.88	8,462.00	7,431.12	12.2 %
Chemical	622.76	4,125.00	3,502.24	15.1 %
Machinery & Equipment - Water	1,869.21	10,050.00	8,180.79	18.6 %
Bad Debts - Water	0.00	1,250.00	1,250.00	
Salaries - Sanitation	6,396.01	34,947.00	28,550.99	18.3 %

**2 Months Ended  
November 30, 2024**

		<b>Annual Budget</b>	<b>Unused</b>	<b>% Used</b>
Social Security - Sanitation	489.30	2,778.00	2,288.70	17.6 %
Retirement - Sanitation	319.80	1,747.00	1,427.20	18.3 %
Worker's Compensation	643.84	2,575.00	1,931.16	25.0 %
Contract Services - Sanitation	20,594.42	126,446.00	105,851.58	16.3 %
Insurance - Sanitation	3,634.03	14,846.00	11,211.97	24.5 %
Postage - Sanitation	0.00	183.00	183.00	
Salaries - Sewer	9,848.00	54,470.00	44,622.00	18.1 %
Social Security - Sewer	753.38	4,330.00	3,576.62	17.4 %
Retirement - Sewer	117.05	665.00	547.95	17.6 %
Health Insurance - Sewer	4,544.09	27,785.00	23,240.91	16.4 %
Workman's Comp Insurance - Sewer	643.86	2,575.00	1,931.14	25.0 %
Professional Fees - Sewer	421.77	2,500.00	2,078.23	16.9 %
Accounting & Auditing - Sewer	0.00	3,500.00	3,500.00	
Contract Services - Sewer	6,173.52	31,642.00	25,468.48	19.5 %
Communications - Sewer	12.09	1,187.00	1,174.91	1.0 %
Utilities - Sewer	11,388.32	60,207.00	48,818.68	18.9 %
Insurance - Sewer	4,102.55	16,515.00	12,412.45	24.8 %
Repairs & Maintenance - Sewer	1,698.08	29,400.00	27,701.92	5.8 %
Other Expense - Sewer	56.44	35,500.00	35,443.56	0.2 %
Office Supplies - Sewer	0.00	525.00	525.00	
Postage - Sewer	176.40	744.00	567.60	23.7 %
Operating Supplies - Sewer	420.36	3,900.00	3,479.64	10.8 %
Dues & Subscriptions - Sewer	290.00	8,388.00	8,098.00	3.5 %
Chemicals	1,756.28	8,568.00	6,811.72	20.5 %
Machinery & Equipment - Sewer	145.00	31,000.00	30,855.00	0.5 %
Bad Debts - Sewer	0.00	1,250.00	1,250.00	
<b>TOTAL Expenses</b>	<b>112,387.96</b>	<b>715,315.00</b>	<b>602,927.04</b>	<b>15.7 %</b>
<b>***** REVENUES LESS EXPENSES</b>	<b>12,189.09</b>	<b>26,904.00</b>	<b>14,714.91</b>	<b>45.3 %</b>
<b>Other Revenues &amp; Expenses</b>				
Transfer From Reserves	0.00	47,000.00	47,000.00	
Transfer From ARPA	0.00	24,575.00	24,575.00	
Principal Debt Serv - Berkadia Water	(12,010.00)	0.00	12,010.00	
Interest - Berkadia Water	(600.00)	0.00	600.00	
Transfers To Internal Tranfers	1,916.66	(70,160.00)	(72,076.66)	-2.7 %
Transfer to Reserves	(1,916.66)	(11,500.00)	(9,583.34)	16.7 %
Transfer to Debt Service	(4,633.58)	(27,800.00)	(23,166.42)	16.7 %
<b>TOTAL Other Revenues &amp; Expenses</b>	<b>(17,243.58)</b>	<b>(37,885.00)</b>	<b>(20,641.42)</b>	<b>45.5 %</b>
<b>*****</b>	<b>(5,054.49)</b>	<b>(10,981.00)</b>	<b>(5,926.51)</b>	<b>46.0 %</b>
<b>***** CHANGE IN NET ASSETS</b>	<b>(5,054.49)</b>	<b>(10,981.00)</b>	<b>(5,926.51)</b>	<b>46.0 %</b>



# City of Cottondale - Transportation Fund

## Income Statement

*Year-to-Date Performance, November 2024 - current month*

	<i>2 Months Ended November 30, 2024</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>Income</b>				
5 Cent Local Option Tax	7,240.37	34,771.00	27,530.63	20.8 %
9 Cent Gas Tax	630.97	6,000.00	5,369.03	10.5 %
DOT Lighting / Traffic Maintenance	0.00	12,690.00	12,690.00	
Interest Income	0.78	10.00	9.22	7.8 %
<b>TOTAL Income</b>	<b>7,872.12</b>	<b>53,471.00</b>	<b>45,598.88</b>	<b>14.7 %</b>
<b>***** NET INCOME</b>	<b>7,872.12</b>	<b>53,471.00</b>	<b>45,598.88</b>	<b>14.7 %</b>
<b>***** GROSS PROFIT</b>	<b>7,872.12</b>	<b>53,471.00</b>	<b>45,598.88</b>	<b>14.7 %</b>
<b>Expenses</b>				
Salaries - Street	4,732.01	31,617.00	26,884.99	15.0 %
Social Security - Street	(758.00)	2,514.00	3,272.00	-30.2 %
Workman's Comp Insurance - Street	643.84	2,576.00	1,932.16	25.0 %
Utilities - Street	7,021.10	46,333.00	39,311.90	15.2 %
Insurance - Street	77.54	320.00	242.46	24.2 %
Repairs & Maintenance - Street	4,391.15	11,000.00	6,608.85	39.9 %
Operating Supplies - Street	300.35	3,115.00	2,814.65	9.6 %
<b>TOTAL Expenses</b>	<b>16,407.99</b>	<b>97,475.00</b>	<b>81,067.01</b>	<b>16.8 %</b>
<b>***** OPERATING PROFIT</b>	<b>(8,535.87)</b>	<b>(44,004.00)</b>	<b>(35,468.13)</b>	<b>19.4 %</b>
<b>Other Income &amp; Expenses</b>				
FEMA Grant - Hurricane Michael	0.00	(47,000.00)	(47,000.00)	
Transfer From Other Funds	0.00	12,648.00	12,648.00	
<b>TOTAL Other Income &amp; Expenses</b>	<b>0.00</b>	<b>(34,352.00)</b>	<b>(34,352.00)</b>	
<b>***** PROFIT BEFORE TAXES</b>	<b>(8,535.87)</b>	<b>(78,356.00)</b>	<b>(69,820.13)</b>	<b>10.9 %</b>
<b>***** NET PROFIT</b>	<b>(8,535.87)</b>	<b>(78,356.00)</b>	<b>(69,820.13)</b>	<b>10.9 %</b>

# City of Cottondale - General Fund

## Statement of Revenues & Expenses

*Year-to-Date Only, November 2024 - current month, November 2023 - 12 months back*

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
<b>Revenues</b>				
Ad Valorem Tax	7,816.56	10,451.01	(2,634.45)	-25.2 %
Franchise Tax - Electric	24,626.19	19,538.84	5,087.35	26.0 %
Utility Tax - Electric	14,668.82	8,380.86	6,287.96	75.0 %
Communications Service Tax	6,729.69	6,199.28	530.41	8.6 %
Occupational Licenses	1,192.50	1,305.00	(112.50)	-8.6 %
Discretionary	24,513.09	22,388.84	2,124.25	9.5 %
State Revenue Sharing	10,597.48	10,680.92	(83.44)	-0.8 %
Mobile Home Licenses	271.25	221.75	49.50	22.3 %
Alcohol Beverage Licenses	83.90	111.87	(27.97)	-25.0 %
1/2 Cent Sales Tax	10,151.40	9,575.70	575.70	6.0 %
Reports Copies & Fees	2.23	41.00	(38.77)	-94.6 %
Fire Surcharge	2,806.53	2,750.46	56.07	2.0 %
Fines and Forfeitures	1,423.03	789.54	633.49	80.2 %
Law Enforcement Automation	466.97	353.03	113.94	32.3 %
Law Enforcement Education	86.62	78.67	7.95	10.1 %
Interest Income	2.53	8.17	(5.64)	-69.0 %
Rental Income	830.00	625.00	205.00	32.8 %
Minor Development Orders	59.62	86.67	(27.05)	-31.2 %
Other Income	10.00	17.00	(7.00)	-41.2 %
Other Income - Police	49,288.00	0.00	49,288.00	
<b>TOTAL Revenues</b>	<b>155,626.41</b>	<b>93,603.61</b>	<b>62,022.80</b>	<b>66.3 %</b>
<b>***** NET REVENUES</b>	<b>155,626.41</b>	<b>93,603.61</b>	<b>62,022.80</b>	<b>66.3 %</b>
<b>*****</b>	<b>155,626.41</b>	<b>93,603.61</b>	<b>62,022.80</b>	<b>66.3 %</b>
 <b>Expenses</b>				
Salaries - Commission	0.00	1,720.00	1,720.00	100.0 %
Salaries - Admin	23,394.91	23,595.60	200.69	0.9 %
Social Security - Admin	1,908.30	1,926.74	18.44	1.0 %
Retirement - Admin	778.20	724.51	(53.69)	-7.4 %
Health Insurance - Admin	4,554.62	4,747.76	193.14	4.1 %
Worker's Comp Insurance - Admin	823.60	742.30	(81.30)	-11.0 %
Professional Services - Admin	425.85	593.33	167.48	28.2 %
Accounting & Auditing - Admin	0.00	1,027.00	1,027.00	100.0 %
Contract Services - Admin	559.03	543.08	(15.95)	-2.9 %
Travel & Per Diem - Admin	47.04	286.04	239.00	83.6 %

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Communications - Admin	553.16	712.19	159.03	22.3 %
Postage - Admin	20.44	505.01	484.57	96.0 %
Utilities - Admin	1,009.36	1,303.98	294.62	22.6 %
Insurance - Admin	3,789.25	3,722.89	(66.36)	-1.8 %
Repairs & Maint - Admin	750.76	35.00	(715.76)	-2045.0 %
Promotional - Admin	462.04	(2,881.20)	(3,343.24)	-116.0 %
Other Expense - Admin	1,847.34	921.78	(925.56)	-100.4 %
Office Supplies - Admin	574.07	547.30	(26.77)	-4.9 %
Operating Supplies - Admin	127.07	63.47	(63.60)	-100.2 %
Books, Memberships - Admin	316.00	893.00	577.00	64.6 %
Salaries - Police	26,904.97	26,348.36	(556.61)	-2.1 %
Special Pay Police Incent	0.00	120.00	120.00	100.0 %
Social Security - Police	2,008.53	2,015.15	6.62	0.3 %
Retirement - Police	48.08	634.30	586.22	92.4 %
Health Insurance - Police	6,823.59	5,791.39	(1,032.20)	-17.8 %
Worker's Comp Insurance - Police	2,209.34	1,991.25	(218.09)	-11.0 %
Professional Services - Police	0.00	55.00	55.00	100.0 %
Contract Services - Police	0.00	40.00	40.00	100.0 %
Communications - Police	876.12	1,069.43	193.31	18.1 %
Utilites - Police	496.84	556.46	59.62	10.7 %
Insurance - Police	4,178.17	4,317.89	139.72	3.2 %
Repairs & Maint - Police	1,184.20	1,198.96	14.76	1.2 %
Promotional - Police	71.90	0.00	(71.90)	
Other Expense - Police	45.00	51.18	6.18	12.1 %
Office Supplies - Police	0.00	18.10	18.10	100.0 %
Operating Supplies - Police	3,000.19	4,059.30	1,059.11	26.1 %
Books, Memberships - Police	210.00	0.00	(210.00)	
Aid to Private Organizations - Police	0.00	150.00	150.00	100.0 %
Worker's Comp Insurance - Fire	928.18	836.56	(91.62)	-11.0 %
Contract Services - Fire	85.00	28.00	(57.00)	-203.6 %
Communication - Fire	109.35	145.82	36.47	25.0 %
Utilities - Fire	286.03	301.75	15.72	5.2 %
Insurance - Fire	4,098.42	4,071.14	(27.28)	-0.7 %
Repairs & Maint - Fire	1,204.00	843.76	(360.24)	-42.7 %
Other Expenses - Fire	45.00	0.00	(45.00)	
Operating Supplies - Fire	518.95	870.48	351.53	40.4 %
Repairs & Maintenance - Animal Control	139.99	0.00	(139.99)	
Utilities - Rec	2,242.47	4,946.61	2,704.14	54.7 %
Contract Services - Rec	30.00	28.00	(2.00)	-7.1 %
Insurance - Rec	3,657.00	3,722.89	65.89	1.8 %
Repairs & Maint - Rec	525.09	80.86	(444.23)	-549.4 %
Operating Supplies - Rec	86.92	380.43	293.51	77.2 %
<b>TOTAL Expenses</b>	<b>103,954.37</b>	<b>106,402.85</b>	<b>2,448.48</b>	<b>2.3 %</b>
<b>***** Revenues less Expenses</b>	<b>51,672.04</b>	<b>(12,799.24)</b>	<b>64,471.28</b>	<b>503.7 %</b>

Other Revenues & Expenses

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
FDACA GRANT REVENUE	197,400.00	0.00	197,400.00	
Machinery & Equipment - Admin	(427.00)	(502.55)	75.55	15.0 %
Machinery & Equipment - Police	(50,685.00)	(99.98)	(50,585.02)	-50595.1 %
Machinery & Equipment - Fire	(6,855.10)	(507.24)	(6,347.86)	-1251.5 %
TRANSFER TO OTHER FUNDS	(2,316.58)	0.00	(2,316.58)	
Salaries Water Enterprise AC# 533120.330	(216.57)	0.00	(216.57)	
Salaries Sewer-Entetprise A/C 535120.350	(467.39)	0.00	(467.39)	
SocialSecuriySewer-Enterp A/C 535210.350	0.00	(45.72)	45.72	100.0 %
Salaries-TransportationFundAC#541110.410	(216.57)	1,088.50	(1,305.07)	-119.9 %
SocialSecurityTransportFundAC#541210.410	0.00	67.49	(67.49)	-100.0 %
TOTAL Other Revenues & Expenses	136,215.79	0.50	136,215.29	143058.0 %
*****	187,887.83	(12,798.74)	200,686.57	1568.0 %
***** CHANGE IN NET ASSETS	187,887.83	(12,798.74)	200,686.57	1568.0 %

# City of Cottondale - Enterprise Fund

## Statement of Revenues & Expenses

*Year-to-Date Only, November 2024 - current month, November 2023 - 12 months back*

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
<b>Revenues</b>				
Water Fees	38,777.88	35,914.32	2,863.56	8.0 %
Water Hookups - Tap Fees	568.00	0.00	568.00	
Back Flow Preventor	557.87	544.00	13.87	2.5 %
Garbage Fees	30,504.30	30,395.59	108.71	0.4 %
Sewer Fees	52,363.17	48,263.13	4,100.04	8.5 %
Late Fees	1,560.00	1,005.72	554.28	55.1 %
Other Income	204.00	1,755.29	(1,551.29)	-88.4 %
Interest Income	41.83	82.71	(40.88)	-49.4 %
<b>TOTAL Revenues</b>	<b>124,577.05</b>	<b>117,960.76</b>	<b>6,616.29</b>	<b>5.6 %</b>
<b>***** NET REVENUES</b>	<b>124,577.05</b>	<b>117,960.76</b>	<b>6,616.29</b>	<b>5.6 %</b>
<b>*****</b>	<b>124,577.05</b>	<b>117,960.76</b>	<b>6,616.29</b>	<b>5.6 %</b>
<b>Expenses</b>				
Salaries - Water	6,712.01	6,608.58	(103.43)	-1.6 %
Social Security - Water	513.46	488.99	(24.47)	-5.0 %
Retirement - Water	335.60	319.60	(16.00)	-5.0 %
Health Insurance - Water	4,544.09	3,548.43	(995.66)	-28.1 %
Workman's Comp Insurance - Water	643.84	580.29	(63.55)	-11.0 %
Professional Fees - Water	333.32	399.81	66.49	16.6 %
Contract Services - Water	4,124.52	7,585.75	3,461.23	45.6 %
Communication - Water	968.31	1,178.03	209.72	17.8 %
Utilities - Water	4,279.09	4,529.56	250.47	5.5 %
Insurance - Water	560.55	3,812.64	3,252.09	85.3 %
Repairs & Maintenance - Water	7,675.41	2,587.46	(5,087.95)	-196.6 %
Backflow Repair & Maintenance	2,796.92	0.00	(2,796.92)	
Other Expense - Water	56.44	196.17	139.73	71.2 %
Postage - Water	176.40	184.62	8.22	4.5 %
Operating Supplies - Water	520.56	491.54	(29.02)	-5.9 %
Dues & Subscriptions - Water	1,030.88	1,054.60	23.72	2.2 %
Chemical	622.76	502.31	(120.45)	-24.0 %
Machinery & Equipment - Water	1,869.21	2,492.95	623.74	25.0 %
Salaries - Sanitation	6,396.01	6,120.00	(276.01)	-4.5 %
Social Security - Sanitation	489.30	468.17	(21.13)	-4.5 %
Retirement - Sanitation	319.80	306.00	(13.80)	-4.5 %
Worker's Compensation	643.84	580.28	(63.56)	-11.0 %

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Contract Services - Sanitation	20,594.42	20,464.74	(129.68)	-0.6 %
Insurance - Sanitation	3,634.03	3,812.65	178.62	4.7 %
Salaries - Sewer	9,848.00	9,847.42	(0.58)	0.0 %
Social Security - Sewer	753.38	671.85	(81.53)	-12.1 %
Retirement - Sewer	117.05	0.00	(117.05)	
Health Insurance - Sewer	4,544.09	3,548.43	(995.66)	-28.1 %
Workman's Comp Insurance - Sewer	643.86	580.29	(63.57)	-11.0 %
Professional Fees - Sewer	421.77	399.83	(21.94)	-5.5 %
Contract Services - Sewer	6,173.52	5,248.25	(925.27)	-17.6 %
Communications - Sewer	12.09	292.56	280.47	95.9 %
Utilities - Sewer	11,388.32	8,912.40	(2,475.92)	-27.8 %
Insurance - Sewer	4,102.55	3,812.65	(289.90)	-7.6 %
Repairs & Maintenance - Sewer	1,698.08	1,468.74	(229.34)	-15.6 %
Other Expense - Sewer	56.44	195.76	139.32	71.2 %
Postage - Sewer	176.40	182.07	5.67	3.1 %
Operating Supplies - Sewer	420.36	481.99	61.63	12.8 %
Dues & Subscriptions - Sewer	290.00	349.00	59.00	16.9 %
Chemicals	1,756.28	1,054.27	(702.01)	-66.6 %
Machinery & Equipment - Sewer	145.00	2,492.94	2,347.94	94.2 %
<b>TOTAL Expenses</b>	<b>112,387.96</b>	<b>107,851.62</b>	<b>(4,536.34)</b>	<b>-4.2 %</b>
<b>***** REVENUES LESS EXPENSES</b>	<b>12,189.09</b>	<b>10,109.14</b>	<b>2,079.95</b>	<b>20.6 %</b>
<b>Other Revenues &amp; Expenses</b>				
Principal Debt Serv - Berkadia Water	(12,010.00)	0.00	(12,010.00)	
Interest - Berkadia Water	(600.00)	0.00	(600.00)	
Transfers To Internal Tranfers	1,916.66	0.00	1,916.66	
Transfer to Reserves	(1,916.66)	0.00	(1,916.66)	
Transfer to Other Funds	0.00	(999.88)	999.88	100.0 %
Transfer to Debt Service	(4,633.58)	(4,633.16)	(0.42)	0.0 %
<b>TOTAL Other Revenues &amp; Expenses</b>	<b>(17,243.58)</b>	<b>(5,633.04)</b>	<b>(11,610.54)</b>	<b>-206.1 %</b>
<b>*****</b>	<b>(5,054.49)</b>	<b>4,476.10</b>	<b>(9,530.59)</b>	<b>-212.9 %</b>
<b>***** CHANGE IN NET ASSETS</b>	<b>(5,054.49)</b>	<b>4,476.10</b>	<b>(9,530.59)</b>	<b>-212.9 %</b>

# City of Cottondale - Transportation Fund

## Income Statement

*Year-to-Date Only, November 2024 - current month, November 2023 - 12 months back*

	<i>2 Months Ended November 30, 2024</i>	<i>2 Months Ended November 30, 2023</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Income				
5 Cent Local Option Tax	7,240.37	11,229.28	(3,988.91)	-35.5 %
9 Cent Gas Tax	630.97	2,028.51	(1,397.54)	-68.9 %
Interest Income	0.78	1.98	(1.20)	-60.6 %
TOTAL Income	7,872.12	13,259.77	(5,387.65)	-40.6 %
***** NET INCOME	7,872.12	13,259.77	(5,387.65)	-40.6 %
***** GROSS PROFIT	7,872.12	13,259.77	(5,387.65)	-40.6 %
Expenses				
Salaries - Street	4,732.01	3,545.06	(1,186.95)	-33.5 %
Social Security - Street	(758.00)	252.29	1,010.29	400.4 %
Workman's Comp Insurance - Street	643.84	580.28	(63.56)	-11.0 %
Professional Fees - Transportation	0.00	50.00	50.00	100.0 %
Utilities - Street	7,021.10	7,039.30	18.20	0.3 %
Insurance - Street	77.54	89.75	12.21	13.6 %
Repairs & Maintenance - Street	4,391.15	3,577.75	(813.40)	-22.7 %
Operating Supplies - Street	300.35	390.33	89.98	23.1 %
TOTAL Expenses	16,407.99	15,524.76	(883.23)	-5.7 %
***** OPERATING PROFIT	(8,535.87)	(2,264.99)	(6,270.88)	-276.9 %
***** PROFIT BEFORE TAXES	(8,535.87)	(2,264.99)	(6,270.88)	-276.9 %
***** NET PROFIT	(8,535.87)	(2,264.99)	(6,270.88)	-276.9 %

# RESOLUTION 2025-01

## RESOLUTION OF TENTATIVE AWARD

WHEREAS, the City of Cottondale, Florida received construction bids on December 4, 2024, for SE Sewer Rehabilitation CDBG-DR-M0170, and

WHEREAS, Barker Engineers, LLC., project engineers, reviewed all bids and made written recommendation to award to the low bidder for Total Bid plus Additive Alternate Bid, which recommendation is attached hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF COTTONDALE, FLORIDA AS FOLLOWS:

1. That the City of Cottondale make award as follows, subject to concurrence by the funding agency, Florida Department of Commerce

L & K Contracting Co. Inc.  
4506 Hartford Hwy.  
Taylor, Al. 36305

\$557,734.00 TOTAL BID PLUS ADDITIVE  
ALTERNATE BID

2. That the Mayor, upon receipt of concurrence from ADECA is authorized and directed to execute contracts and documents that might be required to affect the above.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BY THE CITY OF COTTONDALE, FLORIDA.

CITY OF COTTONDALE, FLORIDA

\_\_\_\_\_  
James Elmore, Mayor

ATTEST:

\_\_\_\_\_  
Sherri McBride, City Clerk





**December 5, 2024**

Mayor James Elmore  
City of Cottondale  
2659 Front Street  
Cottondale, Florida 32431

**Re: CDBG-DR M0170  
SE Sewer Rehabilitation  
City of Cottondale**

Dear Mayor Elmore:

The City of Cottondale received formal construction bids for the referenced project at its public bid opening held on Wednesday, December 4, 2024 at 2:00 p.m. We have completed our analysis of the bids received and have enclosed the Certified Bid Tabulation and provided our recommendation below.

The City received four (4) bids for this project. The lowest qualified bid received was submitted by L & K Contracting Company, Inc. of Taylor, Alabama, in the amount of \$520,024.00 TOTAL BID AMOUNT and \$557,734.00 for TOTAL BID PLUS ADDITIVE ALTERNATE BID, both of which are within the project budget of \$622,000.00. Baker Engineers, LLC. herein certifies that it has verified that L & K Contracting Company, Inc. is a properly licensed contractor in the State of Florida and therefore recommends that contract award be made to said Contractor in the amount of \$557,734.00 subject to concurrence from the City's Attorney and the funding agency, DEO.

If the City concurs with our recommendation, the Council may wish to adopt the attached Resolution of Tentative Award. If you have any questions, please let us know.

Sincerely,  
**Baker Engineers, LLC**

A handwritten signature in blue ink, appearing to read 'Nolan V. Baker', is written over a light blue rectangular background.

Nolan V. Baker, P.E.  
Project Manager

Enclosure: Bid Tabulation  
Resolution of Tentative Award

cc w/enc: Ms. Melissa Fox, Fred Fox Enterprise



PO Box 522 DeFuniak Springs, FL 32435

**City of Cottondale**  
**Southeast Sewer Rehabilitation CDBG-DR-M0170**  
**Bid Tabulation**  
**12/4/2024**

CERTIFICATION:

I hereby certify this is a true and correct tabulation of bids received by City of Cottondale on Wednesday, December 04, 2024 @ 2:PM

**Nolan V. Baker P.E., Florida Registration No.65136**      **Date: 12/05/24**

**Gulf Coast Utility Contractors, Marshall Brothers Constructing**

**L & K Contracting**

**LLC**

**& Engineerings, Inc**

**C.W. Roberts Contracting, Inc**

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE
1	Mobilization	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 55,000.00	\$ 55,000.00	\$ 18,520.00	\$ 18,520.00	\$ 287,970.00	\$ 287,970.00
2	Embedment with Gravel Bedding	LF	340	\$ 19.00	\$ 6,460.00	\$ 15.00	\$ 5,100.00	\$ 150.00	\$ 51,000.00	\$ 180.65	\$ 61,421.00
3	Gravity Sewer 8'-10' Depth	LF	340	\$ 119.00	\$ 40,460.00	\$ 125.00	\$ 42,500.00	\$ 290.00	\$ 98,600.00	\$ 121.25	\$ 41,225.00
4	Manhole 8'-10' Depth	LF	1	\$ 12,763.00	\$ 12,763.00	\$ 12,500.00	\$ 12,500.00	\$ 42,050.00	\$ 42,050.00	\$ 10,960.00	\$ 10,960.00
5	WYE	EACH	2	\$ 626.00	\$ 1,252.00	\$ 1,000.00	\$ 2,000.00	\$ 3,740.00	\$ 7,480.00	\$ 2,077.00	\$ 4,154.00
6	Lateral Tie-Ins	LF	80	\$ 49.00	\$ 3,920.00	\$ 40.00	\$ 3,200.00	\$ 370.00	\$ 29,600.00	\$ 62.68	\$ 5,014.40
7	Lateral Locate and Plug	EACH	6	\$ 284.00	\$ 1,704.00	\$ 2,500.00	\$ 15,000.00	\$ 5,050.00	\$ 30,300.00	\$ 2,818.00	\$ 16,908.00
8	Grout Existing Sewer line	LF	400	\$ 22.00	\$ 8,800.00	\$ 20.00	\$ 8,000.00	\$ 66.00	\$ 26,400.00	\$ 18.53	\$ 7,412.00
9	Video Inspection	LF	1,380	\$ 6.00	\$ 8,280.00	\$ 5.00	\$ 6,900.00	\$ 13.00	\$ 17,940.00	\$ 18.95	\$ 26,151.00
10	Point Source Repair	EACH	2	\$ 700.00	\$ 1,400.00	\$ 17,500.00	\$ 35,000.00	\$ 13,330.00	\$ 26,660.00	\$ 14,072.00	\$ 28,144.00
11	Base Reconstruction	SY	595	\$ 26.00	\$ 15,470.00	\$ 50.00	\$ 29,750.00	\$ 88.00	\$ 52,360.00	\$ 29.14	\$ 17,344.25
12	Paving Replacement	SY	595	\$ 40.00	\$ 23,800.00	\$ 20.00	\$ 11,900.00	\$ 45.00	\$ 26,775.00	\$ 38.75	\$ 23,056.25
13	Paving Overlay	SY	2,200	\$ 20.00	\$ 44,000.00	\$ 17.00	\$ 37,400.00	\$ 23.00	\$ 50,600.00	\$ 14.81	\$ 32,582.00
14	Select Backfill	CY	100	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 150.00	\$ 15,000.00	\$ 40.84	\$ 4,084.00
15	Raising Manhole Cover	EACH	5	\$ 1,035.00	\$ 5,175.00	\$ 2,000.00	\$ 10,000.00	\$ 1,630.00	\$ 8,150.00	\$ 2,107.00	\$ 10,535.00
16	Compaction Test	EACH	20	\$ 700.00	\$ 14,000.00	\$ 275.00	\$ 5,500.00	\$ 230.00	\$ 4,600.00	\$ 826.00	\$ 16,520.00
17	Pump Station Rehabilitation	LS	1	\$ 279,900.00	\$ 279,900.00	\$ 350,000.00	\$ 350,000.00	\$ 404,750.00	\$ 404,750.00	\$ 356,715.00	\$ 356,715.00
18	8" x 6" Wet Connection	EACH	1	\$ 7,640.00	\$ 7,640.00	\$ 10,000.00	\$ 10,000.00	\$ 15,360.00	\$ 15,360.00	\$ 10,017.00	\$ 10,017.00
<b>TOTAL BID AMOUNT:</b>				<b>\$</b>	<b>520,024.00</b>	<b>\$</b>	<b>642,250.00</b>	<b>\$</b>	<b>926,145.00</b>	<b>\$</b>	<b>960,212.90</b>

\*17,338.30

\*960,206.95

**ADDITIVE ALTERNATE**

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE	UNIT PRICE	EXTENSION PRICE
1	Pumping Station Piping and Valves	LS	1	\$ 37,710.00	\$ 37,710.00	\$ 45,000.00	\$ 45,000.00	\$ 58,937.00	\$ 58,937.00	\$ 31,732.00	\$ 31,732.00
<b>TOTAL ADDITIVE ALTERNATE BID AMOUNT:</b>				<b>\$</b>	<b>37,710.00</b>	<b>\$</b>	<b>45,000.00</b>	<b>\$</b>	<b>58,937.00</b>	<b>\$</b>	<b>31,732.00</b>
<b>TOTAL BID PLUS ADDITIVE ALTERNATE BID</b>				<b>\$</b>	<b>557,734.00</b>	<b>\$</b>	<b>687,250.00</b>	<b>\$</b>	<b>985,082.00</b>	<b>\$</b>	<b>991,944.90</b>

\*991,938.95

\* Denotes Calculation error. Corrected amount shown

# Request for Proposal For Credit Card Processing Services

Prepared For: City of Cottondale

Description: Integrated Credit Card Processing Services

Software Vendor: *Ampstun*

Contact: Sherry McBride

Number: (850) 353-4361

Email: [cityclerk@cityofcottondale.net](mailto:cityclerk@cityofcottondale.net)

Meters: 385

Integration: Realtime

Card Readers: 1

Nexbillpay

2416 Green Springs Hwy

Birmingham, Alabama 35209

Tel: 800-639-2435 Fax: 205-290-0450

[www.nexbillpay.com](http://www.nexbillpay.com)

August 16, 2024

Ms. McBride,

It is Nexbillpay's intention to provide you with the bottom-line results that you demand along with the quality of service you expect. Additionally, Nexbillpay provides customized reporting that automatically gives your staff the tools needed in managing your payments 24 hours a day, 7 days a week in real time.

Nexbillpay is an Alabama company with its main office located in Birmingham, AL. Since starting the Municipal Division in 2009, Nexbillpay has been providing payment processing services for municipalities and utilities of all sizes.

Nexbillpay will utilize a full spectrum of options to help the City of Cottondale meet their business needs and goals. Advanced technology allows us to offer cloud-based bill presentment with credit card payment options for the utility and the consumer. Our platform is built to adapt to all third-party billing applications using the Nexbillpay Web Service API. This will enable billing software providers to access payment data in real-time increasing their software functionality and services. Nexbillpay has a large customer base, including more than 1000 current municipality and utility accounts.

We are eager to prove the many ways that Nexbillpay can help your municipality control cost well into the future. Thank you again for your interest in Nexbillpay and for the opportunity to do business with the City of Cottondale.

Sincerely,

*Grant Weldon*

Grant Weldon

Relationship Manager

2416 Green Springs Hwy.

Birmingham, AL 35209

1-800-639-2435 ext. 3055 Fax: 866-561-3710

## **Nexbillpay Automated Payment Platform**

*Ampstun software integrates to Nexbillpay and provides an easy-to-use system for Ampstun's customers and their payers. Time and time again, implementing our solutions has resulted in significant cost and time savings. The City of Cottondale and its customers would receive the following benefits from implementing Nexbillpay. (If Applicable)*

- **Your customers have access to an extensive Customer Portal to view and/or pay bills:**
  - View 24 months of billing and payment history (if paid through NBP)
  - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI and NACHA compliance
  - Consumer usage/consumption monthly data
  - Payment history
  - Sign up for Auto-Pay and/or payment notifications by SMS text message or email.
  - All of these options improve your ability to provide services 24/7
- **Improve communications with consumers by offering a comprehensive E – payment platform:**
  - E-mail reminders, 3 per bill
  - SMS text messages reminders
  - Auto-Pay/Scheduled payment reminder
  - NSF/rejection notification
  - Credit card expiration (if the credit card on file has expired)
- **Web and Mobile Payment Options**
  - One-time only and/or Quick pay
  - Log in and pay each month
  - Auto-Pay
  - Linked Accounts: pay multiple bills at once for multiple properties, manage all accounts through one interface
  - Accept payments in any manner (depending on each department)
    - Online, IVR, Point of Sale, Mobile
    - Using Nexbillpay will give you a single source of reconciliation on the back end for all payment types
- **IVR Phone Payment Options**
  - Designated 800 #
  - Available 24/7
  - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI compliance
  - Check current balance, past due balance, previous payment amount, last payment date, due date
  - English or Spanish Options
  - Receive text message confirmations
- **Paperless Billing**
  - Save money on print/mail and increase consumer adoption and satisfaction
- **Access to extensive administrative features in the Biller/Admin Portal:**
  - Reconciliation Tools
  - Access payment data in real time with time stamps
  - Search and locate any payment, regardless of where it was made (counter, web, IVR)
  - Notify customers with outbound SMS text messages & automated phone calls for bill reminders
  - Increase customer satisfaction, awareness, communications, collections and on time payments
- **\*\*\* Text 2 Pay \*\*\***
  - Enroll 24/7
  - Receive a short SMS text message w/bill amount
  - Store preferred payment method
  - Reply ALL to initiate bill payment from the preferred payment method
  - Encourages on-time, hassle-free transactions to avoid late fees
  - Eliminates the need to open a browser or log in to a user account... Pay in Seconds

**I. Proposed Fee Schedule – EBPP (Online) Convenience Fee Model**

<b>Online Payment Portal – Visa /MC/Discover/Amex</b>	
Credit/Debit Card	<b>\$0.01 - \$250.00</b>
<i>Fee</i>	<b>\$2.95</b>
	<b>\$250.01 - \$5,000.00</b>
	<b>2.75%</b>
E-Check	<b>\$0.01 - \$5,000.00</b>
<i>Fee</i>	<b>\$2.00</b>

**II. Proposed Fee Schedule – Point of Sale V-Terminal Convenience Fee Model**

<b>Point of Sale VTerminal – Visa /MC/Discover/Amex</b>	
Credit/Debit Card	<b>\$0.01 - \$250.00</b>
<i>Fee</i>	<b>\$2.95</b>
	<b>\$250.01 - \$5,000.00</b>
	<b>2.75%</b>

**III. Proposed Fee Schedule – IVR (Pay by Phone) Convenience Fee Model**

<b>IVR Pay by Phone – Visa /MC/Discover/Amex</b>	
Credit/Debit Card/E-Check	<b>\$0.01 - \$250.00</b>
<i>Fee</i>	<b>\$2.95</b>
	<b>\$250.01 - \$5,000.00</b>
	<b>2.75%</b>
E-Check	<b>\$0.01 - \$5,000.00</b>
<i>Fee</i>	<b>\$2.00</b>

**\_\_1.0 Nexbillpay set up cost:**

Online Bill Presentment and payment platform	\$0.00
Point of Sale (POS) Virtual Terminal payment platform	\$0.00
IVR Automated Phone Payment System	\$0.00
Paperless Billing	\$0.00
Alerts	\$0.00



**Nexbillpay Alert: (Boil Water Notice, Water Main Breaks, Emergency Notification, etc...)**

Service	Cost
NEXBILLPAY ALERT Per SMS Text	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Outbound Call	\$0.10/USER UNLIMITED
NEXBILLPAY ALERT Per Email Sent	\$0.00/USER UNLIMITED
NEXBILLPAY ALERT Setup Fee	WAIVED
NEXBILLPAY ALERT Monthly Fee	WAIVED

**Nexbillpay Bill Pay Reminder/Shut off/Disconnect Notice.**

Service	Cost
NEXBILLPAY ALERT Per SMS Text	FREE
NEXBILLPAY ALERT Per Outbound Call	FREE
NEXBILLPAY ALERT Per Email Sent	FREE
NEXBILLPAY ALERT Setup Fee	WAIVED
NEXBILLPAY ALERT Monthly Fee	WAIVED

**Proposed Fee Schedule – Paperless Billing**

***\*\*\*Remove the clutter and lower cost in delivering utility bills! Better security, more efficient, increase payments and customer satisfaction guaranteed! \*\*\****

Service	Cost
Cost	UNLIMITED \$0.10/USER





Above Order Accepted and Approved By:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please sign, date and or fax proposal to 866-561-3710 or email to [gweldon@nexbillpay.com](mailto:gweldon@nexbillpay.com)

Nexbillpay, LLC

By/Title: Grant Weldon/Relationship Manager



## NEXBILLPAY MASTER SERVICES AGREEMENT

This Master Services Agreement (“Master Services Agreement”) is entered into by and between Nexbillpay, LLC, a Delaware limited liability company, doing business as Nexbillpay with its principal office located at 2416 Green Springs Highway, Birmingham, AL 35209, and the following Customer.

### Customer Information

Customer provides in this section information necessary to receive services under this Agreement. Customer is responsible for providing and keeping current any information about Customer needed by Nexbillpay. All information about Customer found in this document is located on the last page and should be supplied when this Agreement is made and should be updated by Customer’s notice to Nexbillpay whenever the information changes.

Customer and each person signing this agreement represents that to legally execute agreements by the Customer, that will be legally binding the following entities listed on page 8 of the MSA must execute this document

Customer agrees to provide upon request by Nexbillpay repeated updates to the above information so that the information about Customer shall remain current at all times, and be supplied regularly by customer.

---

### Customer Notices to Nexbillpay

Required Notices under this agreement to Nexbillpay shall be transmitted and delivered to Nexbillpay by sending U. S. Postal Mail properly addressed and prepaid to both Jeff Weldon, President separately and to Chase Elmore, Vice President separately at 2416 Green Springs Highway, Birmingham, AL 35209, and additionally by transmitted properly addressed electronic mail to each of the two same individuals at the following email addresses: [jweldon@nexbillpay.com](mailto:jweldon@nexbillpay.com) and [celmore@nexbillpay.com](mailto:celmore@nexbillpay.com). Courtesy calls will be appreciated to (800) 639-2435.

### General Agreement

NOW, THEREFORE, in consideration of the mutual covenants in this agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows.

### Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning stated in these Definitions, unless the context requires otherwise.

“**Agreement**” or “**Contract**” shall refer to this Agreement, entitled Master Services Agreement, as superseded or amended by signed agreements from time to time.

“**User**” shall mean the users of the Customer’s goods and services who choose to pay Customer by using merchant accounts, providing credit card processing or additional electronic processing, including:

- a credit card acceptable to Customer and Nexbillpay;
- a debit card acceptable to Customer and Nexbillpay;
- the Customer’s web portal acceptable to Nexbillpay;
- the Customer’s Interactive Telephone Voice Response System (“IVR”) acceptable to Nexbillpay;
- the Customer’s secure Internet interface acceptable to Nexbillpay;
- the Customer’s stand-alone point of sale (“VTerminal”) acceptable to Nexbillpay;
- any payment or data processing system acceptable to Nexbillpay and generally commercially acceptable now or in the future, for payment or utility data, such as Apple Pay or Google Wallet, whether or not using mobile computers and devices, such as smartphones

**but**, the following means of payment are not currently acceptable to Nexbillpay: currency, coins, paper checks, money orders, goods, or human labor or efforts to perform services for Customer or Nexbillpay.

**“Effective Date”** shall be the last date upon which both parties have exchanged and actually received either (i) pen and ink signed paper originals or (ii) complete images of pen and ink signed originals of this Agreement. Typed electronic signatures are not acceptable. The title or position for each signatory is required. The Effective Date is the date this agreement goes into effect, but services are only provided on or after the Launch Date.

**“Launch Date”** shall be the date on which Customer launches or launched this service to the Users.

**“Services”** shall include the Services approved outlined in Schedule A of this Agreement.

**“Nexbillpay Authorized Processor”** shall mean a Nexbillpay authorized merchant account provider and or payment processing gateway.

**“Reversed or Charged-back Transaction”** shall mean any cancelled transactions due to any failure of a transaction, including User error, any User’s challenge to the authenticity or authorization of any transaction, or any mistake by any processor.

### **Service and Transaction Fees to Nexbillpay**

Nexbillpay and other processors arranged by Nexbillpay will charge each User a transaction fee for each transaction processed. Neither Customer or User shall have any claim to such fees nor the right to direct the use or allocation of such fees.

<b>Monthly Invoicing (if applicable)</b>	<b>YES</b>	<b>NO</b>
--	------------	-----------

Monthly invoices from Nexbillpay to Customer will include transactions for the previous month. Customer will receive only an electronic invoice. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

### **Explicit User Confirmation Required**

Nexbillpay and Customer may, but are not required by this Agreement, to confirm the dollar amount of all Payments and Service and Transaction Fees to be charged to a User.

The Nexbillpay Service Fee will be collected separate from the Payment Amount.

<b>Monthly Minimum</b>	<b>YES</b>	<b>NO</b>
------------------------	------------	-----------

Customer is required to meet a \$100.00 monthly minimum collected amount for Nexbillpay Service and Transaction Fees 60 days from underwriting approval . If Customer does not meet the required monthly minimum the Customer is responsible for the difference between the collected Nexbillpay Service and Transaction Fees and the \$100.00 monthly minimum. Customer grants to Nexbillpay the right to automatically create an ACH transaction to the Customer’s designated checking/savings account to pay all invoices from Nexbillpay to Customer and monies due to Nexbillpay.

### **Merchant Account and Transaction Authorization**

Customer must have one or more merchant accounts authorized, such as an account for electronic credit or debit card processing. For authorization purposes, Nexbillpay will normally electronically transmit all payment transactions to the appropriate processing center in real time as the transactions occur. Delayed transmissions may be caught up when time and circumstances permit.

Electronic payment processing is independently and competitively available in the market for electronic processing. Examples of the possibilities are found in Apple Pay internet materials. <https://support.apple.com/en-us/HT204274>. Apple Pay is a trademark of Apple.

### **Settlement of Transactions**

Nexbillpay together with its authorized payment processor shall forward the User's payment to the appropriate payment organizations for settlement directly to the Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account").

Nexbillpay together with its authorized processor(s) will continuously review its settlement and invoicing processes for its simplicity and efficiencies. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes.

### **Reversed or Chargeback Transactions**

Nexbillpay may reverse or chargeback transactions. Customer may request that Nexbillpay reverse or chargeback by the Customer by contacting Nexbillpay directly via email and requesting a reversal or chargeback of specific fully identified transactions and shall state in full detail the facts known to Customer to justify the reversal or chargeback. Nexbillpay will consider reversal or chargeback and if reversal or chargeback is agreed by Nexbillpay, the amount paid to Customer for goods and services and fees after deduction of service and transaction fees will be refunded to the User; however, the Nexbillpay Service and Transaction Fees will be kept by Nexbillpay and are non-refundable, and will not be refunded to the User. The remittance file sent to Customer by Nexbillpay will contain a record of such transactions whenever such transactions occur. Customer shall handle communications with User and shall be clear with User that no representations or promises are made to or for the benefit of the User. With respect to all Reversed or Chargeback Card Transactions that are substantiated by a User and approved by an authorized representative of Nexbillpay and the Customer: (i) the Customer authorizes Nexbillpay and Nexbillpay Authorized Processor (or the respective card organization) to charge the Customer Bank Account for the amount of the corresponding Payment and (ii) Nexbillpay shall refund to the Card organization (for credit back to the User) the corresponding Nexbillpay Service Fees. The Customer agrees that it shall not refund in cash to a User any Payment made using Nexbillpay Services.

### **Review of Reversed and Charged Back Transactions**

Nexbillpay will continuously review its processes for Reversed or Charged-back transactions. Customer and Nexbillpay agree to fully cooperate with each other if Nexbillpay were to change its settlement and invoicing processes for such transactions.

### **Service Reporting**

Nexbillpay shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

### **User Communication by Customer**

Both parties agree that Nexbillpay will be presented as a payment method option to Customer's users. Customer will communicate the Nexbillpay option to its residential and commercial customers wherever Customer usually communicates its other payment methods.

Customer will make Nexbillpay Services available to its residential and commercial customers by different means of customer communication including:

- a) through bills, invoices and other notices;
- b) by providing IVR, Kiosk and Web payment details on the Customer's website including a "Pay Bill Online" or similar links on a mutually agreed prominent place on the web site;
- c) through Customer's general IVR/Phone system; and
- d) other channels deemed appropriate by the Customer and Nexbillpay.

### **Intellectual Property of Nexbillpay**

In order that the Customer may promote the services and Nexbillpay role in providing the Services, Nexbillpay grants to Customer a revocable, non-exclusive, royalty-free, license to use Nexbillpay logo and other service marks (the "Nexbillpay Marks") for such purposes only. Other than the terminable license to use the Nexbillpay Marks, Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Nexbillpay on the IVR, kiosk or the website) or other intellectual property right of Nexbillpay ("Nexbillpay Intellectual Property"). All Nexbillpay Marks, Nexbillpay Intellectual Property, and the System and all rights therein (other than rights temporarily expressly granted herein during the term of this agreement) and goodwill pertaining thereto belong exclusively to Nexbillpay. This license is limited to Customer's use for Nexbillpay services and the license terminates when this Agreement terminates. Customer agrees to advise Nexbillpay of any use of its logos, graphics and other marketing materials by any persons or firms that are not a current Nexbillpay customer.

### **Customer's Responsibilities**

In order for Nexbillpay to provide Services outlined in this Agreement, the Customer shall cooperate with Nexbillpay by:

- (i) Customer will enter into all applicable and necessary merchant Card, ACH or Cash Management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to the Nexbillpay System at a prominent and mutually agreed location on the Customer website for users. If applicable, the phone number for the IVR payment will also be added to the website. Customer will also add the IVR payment option as part of the Customer's general phone system. Customer will be required to provide Nexbillpay with a constantly updated customer list necessary for the IVR system for the duration of this agreement.
- (iii) Within 30 days of the merchant account setup, Customer will launch the service to the users.
- (iv) Within 60 days of the merchant account setup, Customer must submit all required information for application approval.

### **Governing Law**

This agreement shall be interpreted and governed by the internal laws of the state of Alabama without reference to any other law of any state.

### **Authorized Representative**

Each party shall designate in writing an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the designated individuals.

### **Notices to Nexbillpay from Customer**

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon on date said notice was received in the recipients' email box properly addressed.

### **Notices to Customer from Nexbillpay**

Notices shall be deemed received on the date the notice is actually physically received if given by hand delivery or given by properly addressed first class US Postal mail, and emailed notices shall be deemed to have been given upon date said notice was received in the recipients' email box properly addressed.

Customer Notice: shall be in writing and shall be given (1.) by properly addressed and mailed U. S. Postal mailed by Nexbillpay, LLC., (2.) by paid overnight delivery service such as Federal Express, or (3.) by hand delivery to an individual authorized to receive mail for the below listed individuals, at the following locations:

- **Except notices that the Agreement expressly permits to be given by email, all notices of any type hereunder to Customer shall be properly addressed and delivered by Nexbillpay to the following person and email address:**
- **Person to Contact at Customer for Notices to Customer:**
- **Email for Notices to Customer:**
- **Customer Phone:**

Notices shall be deemed received on the date the notice is actually physically received whether if given by hand delivery, or if notices given by US Post, then notices shall be deemed to have been given upon on date said notice was received in the mail addressed in the manner set forth above.

### **Interpretation**

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

### **Independent Contractors**

Customer and Nexbillpay agree and understand that each is a separate legal entity and that the relationship between both parties is that of independent contractors, and there is no relationship between the parties in the nature of a partnership, joint venture, co-owners or a legally recognizable consortium of any type or form.

### **Amendment of Agreement**

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

### **Severability**

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and the Agreement shall be read as if said word, sentence or paragraph did not exist.

### **Attorney's Fees**

Should any litigation or dispute arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

### **Confidentiality**

Both parties agree not to disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about the parties' business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models, and personnel. Nexbillpay will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it received in connection with its performance of the services.

### **Force Majeure**

Nexbillpay will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond its reasonable control and without its major fault or judgment, including without limitation, any event or circumstance caused in whole or in part the presence of threatened presence of radioactive materials, by any failure of the Internet, failure, delay, or unreliability of any telecommunications services, natural disasters, war, revolution, terrorist acts, riots, acts of a government entity (in a sovereign or contractual capacity), fire, storms, pandemics, quarantines, restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses of utilities (including electric service and telecommunications services), computer "hacker" attacks, delays of common carrier and/or any combination of any of these causes.

### **Time of the Essence**

Nexbillpay and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each parties' respective obligations under this Agreement.

### **Nexbillpay Indemnification and Hold Harmless**

Nexbillpay agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnities") from and against all liabilities, demands, losses, damages, costs or expense (including reasonable attorney's fees and costs), incurred by any Customer Indemnities as a result of arising out of (i) the willful misconduct or negligence of Nexbillpay in performing the Services or (ii) a material breach by Nexbillpay of its covenants or (iii) any release of confidential customer information from Nexbillpay's archives or activities.

### **Disclaimer of Claims or Rights to Trademarks**

Nexbillpay claims trademark rights in the marks Nexbillpay and Nexbillpay, LLC. Customer disclaims any rights to the marks Nexbillpay and Nexbillpay, LLC.

### **Customer Indemnification and Hold Harmless**

Without waiving, mitigating or abrogating any and all statutory immunities or limitations on liability, the Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Nexbillpay, its affiliates, officers, directors, stockholders, agents, employees and representatives, (collectively, the "Nexbillpay Indemnities") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Nexbillpay Indemnities as a result of arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

## **Nexbillpay IP Indemnification**

Nexbillpay represents it owns or otherwise has the legal authority to make use of all intellectual property necessary to provide the Services to Customer. Nexbillpay agrees to indemnify, defend and hold Customer harmless from any and all claims, suits, causes of action or demands for damages related to any challenge of said authority by any third party and any alleged infringement of copyright, trademark or trade dress arising out of Nexbillpay's provision of services under this Agreement. Indemnity by Nexbillpay pursuant to this paragraph is conditioned upon Customer:

- giving Nexbillpay, prompt written notice of any claim, action, suit or proceeding for which the Customer is seeking indemnity.
- providing reasonable cooperation to Nexbillpay to provide defense and indemnification to Customer.
- upon request by Nexbillpay, granting Nexbillpay control of the selection of defense counsel, and decisions regarding defense and settlement; and
- reasonably cooperating with Nexbillpay in its defense, settlement, or trial of any matter for which indemnification is sought.

Nexbillpay shall defend Customer against any third-party claim, action, suit or proceeding alleging trademark or copyright infringement, but Customer shall be solely responsible for costs of defense for any claim of infringement based upon content or images provided by Customer to Nexbillpay for use on the website. Nexbillpay shall indemnify Customer for all losses, damages, settlement or judgment proceeds, liabilities and all reasonable expenses and costs incurred by Customer as a result of any such claim, action, suit or proceeding, excluding those arising from content or images provided by Customer to Nexbillpay for use on Customer website and any media not controlled by Nexbillpay.

Customer shall not settle a claim that Nexbillpay is reasonably defending except at Customer's expense or upon Nexbillpay's written consent.

## **Term and Termination**

The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a term of \_\_\_\_\_ (“Initial Term”) from the Launch Date. Thereafter, the Agreement will then automatically renew for additional and successive one-year periods unless terminated by either party upon thirty (30) days written notice. Customer shall pay on demand, \_\_\_\_\_ Nexbillpay or Customer may cancel immediately without notice if it reasonably suspects fraud, collusion, dishonesty, or misrepresentation.

## **Material Breach**

A material breach of this Agreement shall be cured within 90 (ninety) days (“Cure Period”) after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with 30 (thirty) days' notice.

## **Cooperation Upon Termination**

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Nexbillpay shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.

**[The remainder of this page is blank.]**



**Schedule A – Nexbillpay Service Fee Schedule**

Service Fee charged to the User will be based on the following model (Web)

<b>Payment Type</b>	<b>Payment Amount</b>	<b>Service Fee</b>
eCheck		
Credit Card/Debit Card		

Service Fee charged to the User will be based on the following model (Telephone)

<b>Payment Type</b>	<b>Payment Amount</b>	<b>Service Fee</b>
eCheck		
Credit Card/Debit Card		

Service Fee charged to the User will be based on the following model (VTerminal)

<b>Payment Type</b>	<b>Payment Amount</b>	<b>Service Fee</b>
Credit Card/Debit Card		

**Magtek Card Reader Number:**

**Complete Integrated Agreement.**

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Nexbillpay and Customer.

**Nexbillpay, LLC – DBA: Nexbillpay**

**(Customer)**

2416 Green Springs Highway

Address:

Birmingham, AL 35209

City/State/Zip:

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

- Please provide a driver license for the application signor
- Please include a voided check or letter from the bank

### Needed Credit Card Information for Each Business

Exact Legal Name of Business (as shown on Federal Tax Return):

Business DBA:

Business Physical Address, City, State, Zip:

Business Mailing Address, City, State, Zip:

Business Phone Number:

Business Fax Number:

E-mail Address:

Federal Tax ID:

Year Business Established:

Number of Customers:

Type of Ownership:

Type of Utilities Sold:

Hours of Operation:

Application Signor(s) First/Last Name/Title/Date of Birth:

Contact Name First/Last Name/Title:

Name of Bank for Credit Card and Electronic Check Deposits:

Bank Contact:

Bank Address:

Bank Telephone Number:

Bank Routing Number:

Bank Account Number:

Utility Website Address:

What company provides your software for billing? Contact?



**ACH Authorization Form**

**\*\*This form MUST be accompanied by a Printed Voided Check or Bank Letter\*\***

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**ACH Funds Transfer Information**

**Bank Name:** \_\_\_\_\_

**Account Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Routing # (9 digits)** \_\_\_\_\_

**Account #** \_\_\_\_\_

\_\_\_\_\_ (Hereinafter referred to as Affiliate) authorizes Nexbillpay, LLC, to initiate ACH transfer entries and to credit and/or debit the account identified herein for payments relating to Nexbillpay services. This authorization shall remain in effect unless and until Nexbillpay has received written notification from Affiliate that this authorization has been terminated in such time and manner to allow Nexbillpay to act. Undersigned represents and warrants to Nexbillpay that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

\_\_\_\_\_/ /  
Authorized Signer Date

\_\_\_\_\_  
Print Name and Title

**ATTACH PRE-PRINTED VOIDED CHECK  
OR  
BANK LETTER**

## City of Cottondale Payables for November 2024

11/07/24			
<u>Vendor</u>	<u>Code</u>	<u>Amount</u>	<u>For</u>
Amazon Capital Services	ACS	\$1,741.54	Office Supplies Repair & Maintenance Promotional Activities Machinery & Equipment
Aqua Products Inc.	API	\$225.00	Repair & Maintenance
Blue Cross / Blue Shield of FL	BCBSF	\$11,125.20	Health Insurance
Castleberry Enviromental Services	CES	\$3,923.52	Contract Services
Cinta's Corporation	CIN	\$123.98	Operating Supplies
CenturyLink	CL	\$725.28	Communications
City of Cottondale	COCFD	\$90.74	Utilities
City of Cottondale	COCG	\$1,817.02	Utilities
City of Graceville	COG	\$120.00	Contract Services
Hawkins, Inc.	HI	\$2,626.88	Chemicals                      Machinery & Equipment
Hudson Office Supply	HOS	\$27.30	Office Supplies
Integrity Steamers Cleaning & Restoration	ISCR	\$325.00	Reapir & Maintenance
Jackson County Times	JCT	\$88.44	Professional Services
Leaf	LEAF	\$65.34	Contract Services
Ray Lynn, Distributors-2	RLD	\$250.00	Chemicals
McPherson Pest Control	MPC	\$45.00	Contract Services
Premier Paving	PP	\$4,000.00	Repair & Maintenance
Verizon Wireless PD	VW	\$144.30	Communications
Wex Fleet Universal	WEX	\$1,394.43	Operating Supplies
West Florida Electric	WFE	\$274.36	Utilities
WasteManagement	WM	\$10,162.22	Contract Services
The Water Spigot	WSI	\$1,205.00	Contract Services
<b>Total</b>		<b>\$40,500.55</b>	

City of Cottondale	COCSB	\$4,846.67	Tranfer to Sewer Bond Sinking
City of Cottondale	WT	\$797.75	Transfer to SRF-WWTP
City of Cottondale	WWTP	\$146.25	Transfer to SRF-WWTP
City of Cottondale	COCWR	\$208.33	Transfer to Water Reserve
City of Cottondale	COCSB	\$750.00	Transfer to Sewer Reserve
<b>TOTAL</b>		<b>\$6,749.00</b>	

## City of Cottondale Payables for November 2024

11/14/24

<u>Vendor</u>	<u>Code</u>	<u>Amount</u>	<u>For</u>
Asset Acceptance, LLC	AA	\$100.00	Wage Garnish( <b>James Wilson</b> )
Artistic Designs Unlimited	ADU	\$112.88	Other Expense
Brian Braxton	BB	\$270.00	Commissioners
Bailey Lumber & Supply, Inc.	BLS	\$94.64	Repair & Maintenance
Cottondale Chevron	CC	\$135.00	Repair & Maintenance
Culligan Bottle Water	CBW	\$8.33	Operating Supplies
Coy Dennis Sloan	CDS	\$270.00	Commissioners
Empire Pipe & Supply Co., Inc.	EPS	\$727.45	Repair & Maintenance
			Contract Services <span style="float: right;">Repair</span>
First Federal Bank #0570	FFV	\$602.96	& Maintenance Machinery & Equipment
Fuqua and Milton PA	FM	\$546.25	Professional
Florida Mobile Speed Testing	FMST	\$340.00	Repair & Maintenance
Florida State Disbursement Unit	FSDU	\$70.34	Wage Garnish( <b>Maurice Reading</b> )
Hawkins, Inc.	HI	\$286.12	Repair & Maintenance
Justin McKinnie	JBS	\$960.00	Backflow Repair & Maintenance
Lane's Outdoor Equipment	LANES	\$139.32	Repair & Maintenance
Leigh Duncan, Chapter 13 Trustee	LDCT	\$258.00	Wage Garnish( <b>Andrew Reodel</b> )
McPherson Pest Control	MPC	\$45.00	Contract Services
Sam's Club	SC	\$186.01	Drug Fun- Operating Supplies
Southern Mobile Media Group	SMM	\$75.00	Repair & Maintenance
Sunshine State One Call of Florida	SSO	\$81.00	Contract services
Seminole Communications Inc dba Sci-2-Way	SW	\$911.50	Operating Supplies <span style="float: right;">Repair</span> & Maintenanace
			Repair & Maintenance
X-treme Shine Detailing	XSD	\$475.00	Machinery & Equipmet
The Water Spigot, Inc	WSI	\$255.00	Contract Services
<b>Total</b>		<b>\$6,949.80</b>	

## City of Cottondale Payables for November 2024

11/21/24			
<u>Vendor</u>	<u>Code</u>	<u>Amount</u>	<u>For</u>
American BackFlow	AB	\$1,304.76	BackFlow Repair & Maintenance
Berkadia Commercial Mortgage	BCM	\$12,610.00	Debit Service & Interest
Cottondale Chevron	CC	\$20.00	Repair & Maintenance
Cinta's Corporation	CIN	\$127.10	Operating Supplies
Diamond Maps	DMAP	\$264.00	Books, Memberships, Ect
City of Cottondale Petty Cash	COCPC	\$139.70	Operating Supplies                      Repair & Maintenance                      Promotional Activities
Fortiline WaterWorks	FI	\$1,230.00	Repair & Maintenance
Florida Public Utilities	FPU	\$1,451.55	Utilities ( General )
Florida Public Utilities	FPUFD	\$54.14	Utilities
Florida Public Utilities	FPU	\$1,967.18	Utilities ( Enterprise )
Florida Public Utilities	FPUS	\$5,169.13	Utilities
Florida Public Utilities	FPUST	\$3,510.55	Utilities ( Transportation )
Lewis-Smith Supply	LSS	\$55.89	Repair & Maintenance
Richard Carley	RC	\$92.83	Reimbursement -Repair & Maintenance
Road-Mart Inc.	ROAD-MART IN	\$209.99	Repair & Maintenance
Glenn E. Sewell	U10559	\$30.07	Refundable Deposit
The Water Spigot, Inc	WSI	\$180.00	Contract Services
<b>Total</b>		<b>\$28,416.89</b>	

Berkadia Commercial Mortgage	BCM	\$12,610.00	Debit Service & Interest
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## City of Cottondale Payables for November 2024

11/27/24			
<u>Vendor</u>	<u>Code</u>	<u>Amount</u>	<u>For</u>
Asset Acceptance, LLC	AA	\$100.00	Wage Garnish(James Wilson)
DMS Telecommunications	DOMS	\$151.55	Communications
FMPTF	FMPTF	\$1,336.68	Accured Retirement
Florida State Disbursement Unit	FSDU	\$70.34	Wage Garnish(Maurice Reading)
Leigh Duncan, Chapter 13 Trustee	LDCT	\$258.00	Wage Garnish(Andrew Reodel)
Reliable Copy Products	RCP	\$30.88	Contract Services
Theresa Brannen	TB	\$47.04	Tavel Per Diem
United States Postal Service	USPS	\$176.96	Postage ( Water Bills)
Alesia Holland	U10182	\$72.91	Refundable Deposit
Mary McNabb	U10523	\$51.46	Refundable Deposit
The Water Spigot, Inc.	WSI	\$180.00	Contract Services
<b>Total</b>		<b>\$2,475.82</b>	