

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, March 25, 2025

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, March 25, 2025, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Summary of the Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024
 - 5.b. Electric Bike and Scooter Educational Presentation
 - 5.c. Taste of the Beach 2025 Event Recap
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO February 2025 Public Safety Report
 - 7.b. PBFD February 2025 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. January 2025 Finance Report
 - 8.c. Visitor Center Quarterly Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for February 25, 2025
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Commissioner Appointment to 2025-26 Board of Director Broward League of Cities
 - 13.b. Investment Opportunity
14. **COMMISSIONER PRESENTATIONS**

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

17. ORDINANCES 2nd Reading

- 17.a.** ORDINANCE NO. 2025-01 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 7, "ELECTIONS," SECTION 7-1 "QUALIFICATION FEES" OF THE CODE OF ORDINANCES TO IMPLEMENT THE CHANGE IN DATE OF THE TOWN'S MUNICIPAL GENERAL ELECTION FROM MARCH TO NOVEMBER IN THE TOWN CHARTER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

18. RESOLUTIONS – PUBLIC COMMENTS

- 18.a.** Resolution 2025-20 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE MAYOR-COMMISSIONER OR TOWN COMMISSIONERS TO VOLUNTARILY FORGO PAYMENT OR BUDGETING OF THEIR SALARY OR SALARY INCREASE; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2025-21: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF MIAMI BEACH CONTRACT AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-051-WG; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Lucila Lang, Finance Director

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Summary of the Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024

Explanation: The Annual Comprehensive Financial Report (ACFR) for the Town of Lauderdale-By-The-Sea for the fiscal year ended September 30, 2024, has been prepared in accordance with accounting principles generally accepted in the United States (GAAP) and audited by Grau & Associates, a licensed certified public accounting firm. The audit resulted in an unmodified (clean) opinion, indicating that the financial statements present a fair and accurate picture of the Town's financial position.

Key Highlights:

1. Independent Auditor's Report:

- The financial statements received an unmodified opinion, meaning they are free from material misstatement and fairly present the financial position of the Town.
- The audit was conducted in accordance with GAAS and Government Auditing Standards.

2. Financial Position:

- The Town's assets plus deferred outflows of resources exceeded its liabilities plus deferred inflows of resources by \$67,528,814 (net position).
- Of this amount, \$15,623,615 is an unrestricted net position, available to meet the Town's ongoing obligations.

3. Governmental Funds:

- The combined ending fund balances of the Town's governmental funds were \$14,779,441, an increase of \$3,116,118 from the prior fiscal year.
- The General Fund's unassigned fund balance was \$7,669,092, approximately 55% of total General Fund expenditures.

4. Capital Projects:

- Significant capital projects included the Bel-Air Seawall replacement, Beach Renourishment, Downtown Enhancement, and Friedt Park Playground Improvement.
- Total governmental funds capital outlay for the year was \$2,840,177.

5. Governmental Funds' Revenues and Expenditures:

- The governmental funds' total revenues for the fiscal year were \$21,911,977, with property taxes being the largest source at \$12,751,524.
- The governmental funds' total expenditures were \$19,795,859, with public safety being the largest expenditure at \$10,070,883.

6. Proprietary Funds:

- The Sewer Fund and Parking Fund had a combined unrestricted net position of \$6,897,463.
- Operating revenues for these funds totaled \$4,938,125, with operating expenses at \$2,622,549.
- The sewer fund by itself had an operating loss of (\$337,494) because sewer operating revenues less than sewer operating expenses.

7. Pension and OPEB Liabilities:

- The Town's net pension liability for the Florida Retirement System was \$2,696,902.
- The net OPEB liability was \$78,922.

8. Compliance and Internal Control:

- No significant deficiencies or material weaknesses in internal control were identified.
- The Town complied with all significant provisions of laws, regulations, contracts, and grant agreements.

The Town of Lauderdale-By-The-Sea is in a strong financial position, with a healthy fund balance and significant investments in capital projects. The unmodified opinion from the auditors reflects the accuracy and reliability of the Town's financial statements.

Recommendation: Staff recommends that the Commission accept the FY24 Annual Comprehensive Finance Report.

Exhibits:

1. FY24-Audit-Auditor Letter
2. FY24-Annual Comprehensive Financial Report-FY Ended 09302024



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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March 17, 2025

To the Honorable Mayor, Town Commissioners and Town Manager
Town of Lauderdale By-The-Sea,
Broward County, Florida

We have audited the financial statements of Town of Lauderdale By-The-Sea ("Town") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 17, 2025. Professional standards require that we advise you of the following matters relating to our audit.

We have also examined the Town's compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024 which was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated September 3, 2024 our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

With respect to financial statement preparation, the following safeguards are in place:

- Management made all decisions and performed all management functions;
- A competent individual was assigned to oversee the services;
- Management evaluated the adequacy of the services performed;
- Management evaluated and accepted responsibility for the result of the service performed; and
- Management established and maintained internal controls, including monitoring ongoing activities.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Town is included in Note 2 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the fiscal year, other than the implementation of GASB Statement No. 87 Leases. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements were:

Management's estimate of the useful lives of capital assets is based on information obtained from the experience of other governments as adapted for differences in application and environment. We evaluated the key factors and assumptions used to develop the estimate of the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the liability for Other Post-Employment Benefits (OPEB) is based on information received from the Town's actuary. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the liability for net pension liability of the Town's defined benefit pension plans is based on information received from the Pension Plans' actuaries. We evaluated the key factors and assumptions used to develop the estimates and determined that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for doubtful accounts is based on historical water and sewer revenues, historical loss levels, and an analysis of the collectibility of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Town's financial statements relate to:

The code violation penalties from related parties disclosed in Note 17.

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were misstatements identified by us as a result of our audit procedures and corrected by management that were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Town's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which were in a letter dated March 17, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Town, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Town's auditors.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, budgetary comparison schedule - general fund, schedule of changes in the net pension asset and related ratios - Volunteer Firefighters Pension Plan, schedule of contributions - Volunteer Firefighters Pension Plan, the schedules of proportionate share of net pension liability and pension contributions - Florida Retirement System, and the schedule of funding progress - Other Post-Employment Benefit Plan, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining fund statements and budgetary comparison schedules which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Restriction on Use

This information is intended solely for the use of the Honorable Mayor, Town Commissioners and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.



Grau & Associates

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Prepared By:

The Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
FISCAL YEAR ENDED SEPTEMBER 30, 2024

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TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
FISCAL YEAR ENDED SEPTEMBER 30, 2023

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March 17, 2025

Honorable Mayor and Commissioners:

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to these requirements, we hereby issue the Annual Comprehensive Financial Report (ACFR) of the Town of Lauderdale-By-The-Sea for the fiscal year ended September 30, 2024.

This report consists of management's representations concerning the finances of the Town of Lauderdale-By-The-Sea. Consequently, we assume full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, the Town has established an internal control framework that is designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town's financial statement in conformity with GAAP (Generally Accepted Accounting Principles). Because the cost of internal controls should not outweigh their benefits, the Town's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. We assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Grau & Associates, a licensed certified public accounting firm, has audited the Town's financial statements. The goal of the independent audit was to provide reasonable assurance that the Town's financial statements for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon their audit, that there was a reasonable basis for rendering an unmodified opinion that the Town of Lauderdale-By-The-Sea's financial statement for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The Town of Lauderdale-By-The Sea's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The Town of Lauderdale-By-The-Sea, incorporated in 1947, is located between the Atlantic Ocean and the Intracoastal Waterway in the east-central part of Broward County, Florida directly north of Fort Lauderdale and 33 miles south of Palm Beach County. The Town of Lauderdale-By-The-Sea is primarily a residential community but, because of the Town's prime seaside location, the hospitality industry has historically been significant to the Town's economy and character. The major industries within the Town are hospitality, retail (including restaurants), finance, insurance and real estate. Most residents are retired or employed in South Florida. The Town is 1.5 square miles in-land area and has year-round population of approximately 6,200 residents. We estimate the peak seasonal population to be approximately 12,000.

The Town of Lauderdale-By-The-Sea provides a full range of municipal services for its citizens. These include executive administration, financial accounting and reporting, public works, parks and recreation facilities, and planning and zoning. Police, fire prevention and suppression, emergency medical service, building inspections, code enforcement, and parking enforcement are all delivered via contracts with third party providers: Broward's Sheriff's Office for police services, the City of Pompano Beach fire and emergency medical services, C.A.P. Government for building inspections, Calvin, Giordano & Associates for code enforcement, and One Parking LLC for parking enforcement. Water service is provided to our residents and businesses by the cities of Fort Lauderdale and Pompano Beach. Sewer services are provided to residents and commercial businesses in the north end of Town by the City of Pompano Beach. The Town provides sewer collection and transmission services in the south portion of Town, but the wastewater is transmitted to the City of Pompano Beach, which then transports it to Broward County's Wastewater Treatment Plant on Copans Road for treatment and disposal.

The Town operates under a Commission-Manager form of government. Policy-making and legislative authority are vested in the Town Commission, which consists of a Mayor, a Vice-Mayor and three Commissioners. Commissioners (including the Vice-Mayor) are elected for four-year terms and must live in a specified district but are elected at large (by voters of the entire Town). The Mayor serves a two-year term and is also elected at large. The Town Commission is responsible for setting Town policy, setting most Town fees, passing ordinances, adopting and amending the annual budget, approving large purchases, adopting resolutions, and appointing the Town Manager and Town Attorney.

The Town Manager is the chief executive officer of the Town. The Town Manager is responsible for carrying out the policies of the Commission, enforcing the Town's code of ordinances, appointing, directing, and removing all Town employees, overseeing the Town's contracts, preparing and submitting the annual budget, and overseeing the day-to-day operations of the Town.

The Town Commission meets in regular session on the second and fourth Tuesday of each month at 6:30 p.m. in Jarvis Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida.

The Town's Budget

The annual budget serves as the Town of Lauderdale-By-The-Sea's financial planning and control mechanism. All departments of the Town submit requests for funding to the Town Manager and these requests are the starting point for developing a proposed budget. The Finance/Budget Director reviews revenue trends and projects revenue for the current and upcoming fiscal year. The Broward County Property Appraiser advises the Town in late June or early July of the valuation of properties in the Town and the ad valorem tax millage rate required to raise the same amount of tax revenue as in the preceding year.

The Town Manager seeks budget policy direction from the Town Commission, then crafts a budget consistent with that policy direction and presents it to the Commission for review in July of each year. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the Town's fiscal year. The budget is legally enacted through the passage of a resolution which adopts the budget by fund and department. This administration's policy is that the classification detail at which expenditures may not legally exceed appropriation is at the department level. The Town Manager is authorized to transfer part or all of the unencumbered balance of appropriation within a department; however, any revisions that alter the total appropriations of any department must be approved by the Town Commission.

Budget-to-actual comparisons are reported monthly to the Town Commission by the Finance Director. Revenue and expenditure projections for the current fiscal year are provided to the Commission during the budget preparation process.

Economic Condition

As shown in Table 1, the Town of Lauderdale-By-The-Sea's gross taxable assessed value as of July 1, 2024, increased by \$327,205,237 or approximately 10.78%.

Table 1

Prior Year WCC Taxable Value	Current Year Taxable Value	WCC Table Values	Year-to-Year Comparison	% of Change
2014	July 1, 2014	\$1,928,187,948	\$117,083,679	6.47%
2015	July 1, 2015	\$2,073,594,801	\$145,406,853	7.54%
2016	July 1, 2016	\$2,219,593,247	\$145,998,446	7.04%
2017	July 1, 2017	\$2,376,152,413	\$156,559,166	7.05%
2018	July 1, 2018	\$2,500,803,075	\$124,650,662	5.25%
2019	July 1, 2019	\$2,609,201,941	\$108,398,866	4.33%
2020	July 1, 2020	\$2,698,422,605	\$89,220,664	3.42%
2021	July 1, 2021	\$2,780,377,130	\$81,954,525	3.04%
2022	July 1, 2023	\$3,304,558,581	\$254,181,451	9.14%
2023	July 1, 2024	\$3,361,763,818	\$327,205,237	10.78%

Source: Taxable Value Report, BCPA

Table 2 shows the size of the labor force, the number of employed and unemployed, and the unemployment rate for Broward County for each of the past eleven years. The table shows that the unemployment rate had a slight increase in 2024. The size of the labor force had a slight decrease. In the year 2024, the unemployment rate increased to 3.40%.

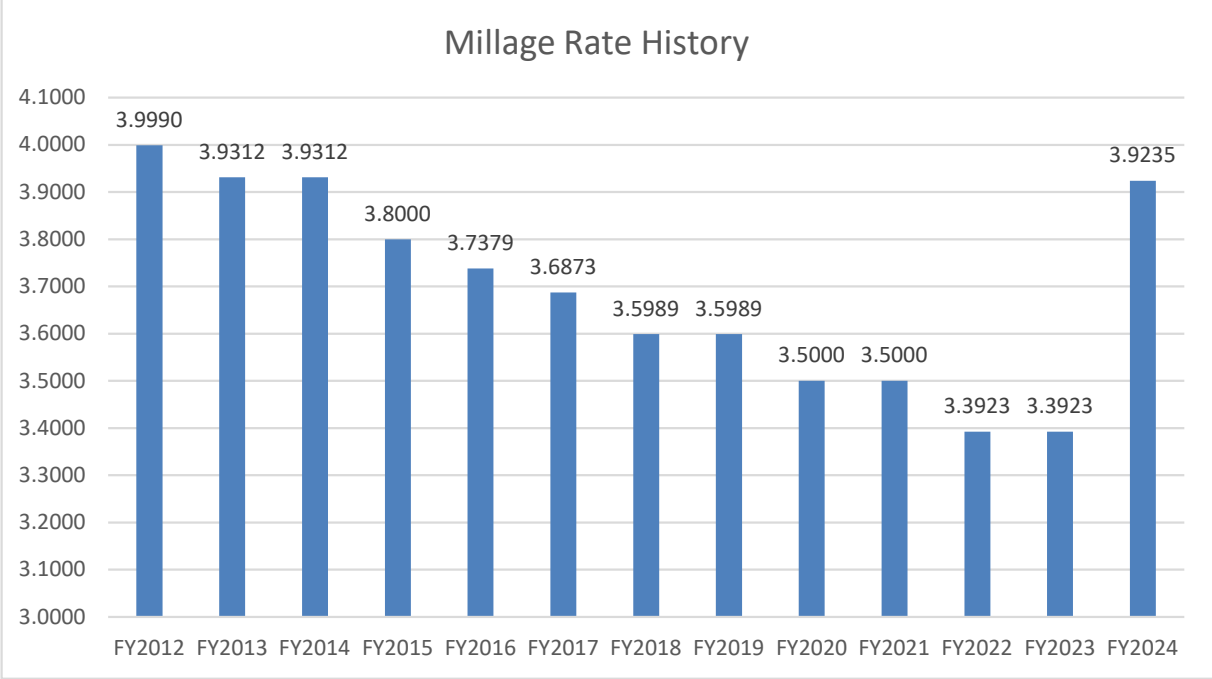
Table2

Year	Labor Force	Employed	Unemployed	Unemployment Rate
2015	991,365	941,948	49,417	5.00%
2016	1,013,909	967,406	46,503	4.60%
2017	1,036,383	996,992	39,391	3.80%
2018	1,043,978	1,011,659	32,319	3.10%
2019	1,054,173	1,024,315	29,858	2.80%
2020	989,486	948,237	41,249	4.20%
2021	1,045,732	1,005,584	31,787	3.10%
2022	1,066,747	1,043,555	13,192	2.20%
2023	1,111,635	1,079,232	32,403	2.90%
2024	1,081,587	1,044,653	36,934	3.40%

Source: United States Department of Labor, Bureau of Labor Statistics (November 2024)

As indicated in the following Table 3, during fiscal year 2024 the Town’s millage rate was 3.9235 per 1,000 of assessed taxable value, the third lowest millage rate of any city in Broward County.

Table 3



Fund Balances-Governmental Funds, as of September 30, 2024

Table 4 below shows the balances of the governmental funds as of September 30, 2024, the unassigned balance of the general fund was \$7,669,092. The other significant component of the general fund balance is the \$2,552,621 assigned to the emergency reserve.

As of September 30,2024, the balance of the capital projects fund was \$2,124,613. Of that amount, \$485,635 is contractually restricted to be used to make El Mar Drive more pedestrian friendly. This represents the balance of a \$1,000,000 settlement the Town received from Pier Pointe Developers in fiscal year 2009. The remaining \$1,638,878 capital fund balance is allocated to future capital projects.

Building and Fire Funds are restricted funds, as of September 30,2024, the balance was \$2,433,017 of that amount \$1,248,482 building fund and \$1,184,535 fire fund.

The Town's non-major fund is the law enforcement trust fund (LETf). As of September 30, 2024, the balance of LETf is \$198 which is legally restricted to be used for law enforcement purposes.

Table 4

	Major Funds			Non-Major Fund	Total Governmental Funds
	General Fund	Special Revenue Funds	Capital Projects Fund		
Fund balance					
Restricted for:					
Florida Building Code Enforcement		1,248,482			1,248,482
Fire Department		1,184,535			1,184,535
Law Enforcement				198	198
El Mar Beautification per contract			485,635		485,635
Assigned to:					
Emergency Reserve	2,552,621				2,552,621
Capital Projects			1,638,878		1,638,878
Unassigned	7,669,092				7,669,092
Total Fund Balances	10,221,713	2,433,017	2,124,513	198	14,779,441

Proprietary Funds

The Town's Proprietary funds include the Sewer Fund and Parking Fund. As of September 30, 2024, the unrestricted balance of the sewer fund was \$1,516,088, and the unrestricted balance of the parking fund was \$5,381,375 The table below shows the history of the proprietary fund unrestricted balances over the past ten years.

Table 5

Year	Sewer Fund	Parking Fund	Total Proprietary Funds
2015	1,546,085	2,744,722	4,290,807
2016	1,424,365	3,814,981	5,239,346
2017	1,103,464	2,754,649	3,858,113
2018	1,033,340	3,979,300	5,012,640
2019	1,328,660	4,672,274	6,000,934
2020	1,472,565	5,563,627	7,036,192
2021	1,652,461	6,935,905	8,588,366
2022	1,909,132	2,867,894	4,777,026
2023	1,782,071	3,304,839	5,086,910
2024	1,516,088	5,381,375	6,897,463

As you read further into the report, you will find details regarding the Town's different funds.

Acknowledgements

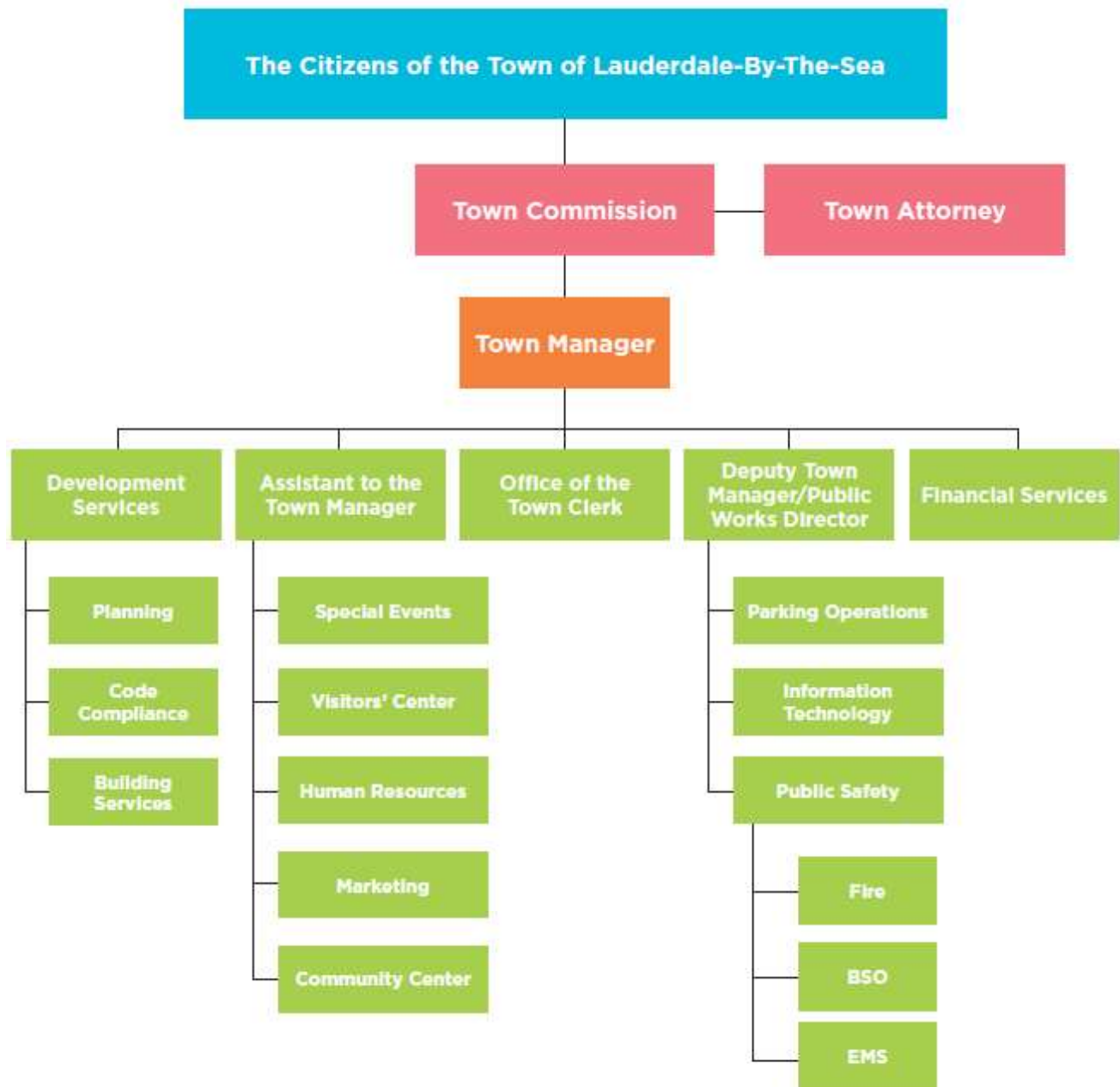
The preparation of this report could not have been accomplished without the efficient and dedicated services of Edner Saint-Jean, Assistant Finance Director, and Sara Del Villar De Estevez of our Finance staff. We would also like to acknowledge the Town's executive team for their prompt response to our auditors' requests for information. We also extend our thanks to the firm of Grau & Associates for their cooperation, assistance, and professional conduct of the Town's annual audit. Finally, we wish to acknowledge the Town Commission for their commitment to sound accounting, transparency, financial management and the diligent manner in which they exercise their financial oversight responsibilities.

Respectfully submitted,

Linda Connors
Town Manager

Lucila Lang
Director of Finance and Budget

**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
ORGANIZATIONAL CHART
SEPTEMBER 30, 2024**



**TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TOWN OFFICIALS
SEPTEMBER 30, 2024**

TOWN COMMISSION

MAYOR

Edmund Malkoon

VICE MAYOR

Randolph Strauss

COMMISSIONER

Richard DeNapoli

COMMISSIONER

John Graziano

COMMISSIONER

Theophilos Pouloupoulos

TOWN ATTORNEY

Susan L. Trevarthen

MANAGEMENT TEAM

TOWN MANAGER

Linda Connors

DEPUTY TOWN MANAGER/PUBLIC WORKS DIRECTOR

Kenneth Rubach

ASSISTANT TO TOWN MANAGER

Courtney Easley

DEVELOPMENT SERVICES DIRECTOR

Jhanelle Campbell

FINANCE DIRECTOR

Lucila Lang

TOWN CLERK

Katrina C. Adler

FIRE CHIEF

Steve Hudson

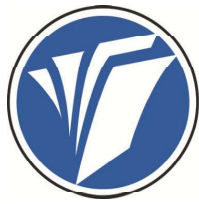
POLICE CHIEF

William Wesolowski

INDEPENDENT AUDITOR'S REPORT

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, Town Commission and Town Manager
Town of Lauderdale-By-The-Sea, Florida

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the remaining fund information of the Town of Lauderdale-By-The-Sea, Florida ("Town"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the remaining fund information of the Town, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The Town's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and other required supplementary information, schedules of proportionate share of net pension liability, schedules of pension contributions, schedule of changes in the Town's net OPEB liability and related ratio be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), the introductory section and the statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Honorable Mayor, Town Commission and Town Manager
Town of Lauderdale-By-The-Sea, Florida
Independent Auditor's Report Page Three

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



March 17, 2025

**MANAGEMENT'S DISCUSSION ANALYSIS
(MD&A)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Town of Lauderdale-By-The-Sea financial performance provides an overview of the Town's financial activities for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal in the introductory section and in conjunction with the Town's basic financial statements.

Financial Highlights

- The assets plus deferred outflows of resources of the Town of Lauderdale-By-The-Sea exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$67,528,814 (net position). Of this amount, \$15,623,615 is an unrestricted net position.
- The Town's net position increased by \$6,072,032 from the prior fiscal year. The key components of the Town's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At the close of the fiscal year 2024, the Town of Lauderdale-By-The-Sea's governmental funds reported combined ending fund balances of \$14,779,441 an increase of \$3,116,118 during the fiscal year.
- At the end of the current fiscal year, the unassigned fund balance for the general fund was \$7,669,092 or approximately 55% of total general fund expenditures. It is the Town's intent to continue to use the general fund balance to pay for capital projects.

Information on FY24 Capital Projects undertaken is listed below:

- Bel-Air Seawall: \$366,678-The seawall was past its useful time and had begun to fail. It was replaced and brought into compliance with new Broward County regulations. The cost of this project was shared between the Town and two other properties.
- Beach Renourishment: \$116,667-This is the first payment of three due to the County for beach renourishment.
- Downtown Enhancement: \$2,000,000-Enhancement of the existing downtown area to provide wider pedestrian walkways, refreshed sidewalk dining areas, hardscape, and landscape. This completed a project that was initiated in 2023.
- Friedt Park Playground Improvement: \$700,000-The Friedt Park playground has not been improved since 2014. The equipment is deteriorating due to age and the environment. Shade is limited, and the park does not meet current ADA requirements for playground surfaces. A new playground was designed, and equipment purchased. The project will be completed in FY25.
- Pedestrian Amenities: \$75,000-The Town completed a Pedestrian Study in 2020 that highlighted areas in which the pedestrian infrastructure could be improved to enhance the pedestrian experience. This year, the Town installed sidewalks and curbs along Hibiscus between Seagrape and Bougainvillea.
- 75th Anniversary Art Installation - \$125,000: This project was repurposed, and the Commission approved a commemorative garden to be developed on Town Hall property. The plans were developed in 2024 with construction costs being borne in 2025.

Information on FY24 Capital Projects undertaken is listed below (Continued):

- **El Mar Drive Paving/Bollards:** \$300,000-Paved portions of El Mar Drive (south alley to north alley) and Commercial Blvd (A1A to El Mar Drive) following the completion of the downtown enhancement. This project also included the installation of a removable traffic-rated bollard system which allows various segments of both roadways to be closed easily during events.
- **Traffic Calming Project:** \$150,000-The Town has received requests to review additional traffic calming measures throughout the community. This funding will be reserved for studies related to traffic calming and traffic calming improvements. During FY24, traffic studies were completed for South Silver Shores, Bel Air and North Silver Shores neighborhoods.

Long-Term Debt

The Town has no debt.

Using This Annual Report

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the Town as a whole and present a longer-term view of the Town's finances. For governmental activities, these statements tell how services were financed in the short term as well as the amount of funds available for future spending. Fund financial statements also report the Town's operations in more detail than the government-wide financial statements by providing information about the Town's most significant funds. The remaining statements provide financial information about activities for which the Town acts solely as a trustee or agent for the benefit of third parties.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Town of Lauderdale-By-The-Sea's basic financial statements which have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

Government-wide financial statements: The government-wide financial statements are designed to provide readers with a broad overview of the Town of Lauderdale-By-The-Sea's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Town of Lauderdale-By-The-Sea's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

The government-wide financial statements distinguish functions of the Town of Lauderdale-By-The-Sea that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town of Lauderdale-By-The-Sea include general government, public safety, and physical environment, recreation, and transportation services. The business-type activities of the Town of Lauderdale-By-The-Sea include parking and sewer operations.

Overview of the Financial Statements (Continued)

Fund financial statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Lauderdale-By-The-Sea, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the Town of Lauderdale-By-The-Sea's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and change in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town of Lauderdale-By-The-Sea maintains five individual governmental funds (general, capital projects, and three special revenue funds). Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for major funds and in total for non-major funds. The general fund, building fund, fire fund and capital projects funds are considered to be major funds. The police training and forfeiture fund is considered to be a non-major fund.

The Town adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with this budget.

Proprietary Funds: The Town of Lauderdale-By-The-Sea maintains one type of proprietary fund, enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its parking and sewer operations.

The proprietary fund statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary funds financial statements provide separate information for the sewer and parking operations, both of which are considered to be major funds of the Town of Lauderdale-By-The-Sea.

Fiduciary Funds: The Town entered a contract with the City of Pompano Beach to provide fire suppression services for the Town; this contract became effective September 1, 2023. This service is paid for through a Fire Assessment Fee. This is the third largest source of revenue to the Town, and it is restricted for use for fire services.

Notes to the basic financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of the Town of Lauderdale-By-The-Sea's financial position. The Town's total net position was \$67,528,814 at the close of the most recent fiscal year.

By far the largest portion of the Town of Lauderdale-By-The-Sea's net position reflects its investment in capital assets (e.g., roadways, improvements, equipment, buildings, and land). The Town uses these capital assets to provide services to citizens; consequently, they are not available for future spending. A portion of the Town of Lauderdale-By-The-Sea's net position is subject to external restrictions regarding how they may be used such as the remaining balance (\$485,635) of the \$1 million settlement received from Pier Pointe which is contractually restricted to El Mar Drive improvements. The remaining balance of unrestricted net position may be used to meet the Town's ongoing obligations to citizens and creditors. At the end of the current fiscal year, the Town is able to report positive balances in all three categories of net position, both for the Town as a whole, as well as for its separate governmental and business-type activities.

Governmental Activities: The net position of the Town's Governmental activities is \$41,704,640 on September 30, 2024.

Business-type Activities: The net position of the Town's Business-type activities is \$25,824,174 on September 30, 2024, primary attributable to the parking fund.

Key components of the Town's net position are reflected in the following table:

Net Position September 30,						
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 16,784,712	\$ 13,727,937	\$ 7,371,510	\$ 7,183,206	\$ 24,156,222	\$ 20,911,143
Capital assets, net	30,059,638	28,830,208	18,926,800	19,077,390	48,986,438	47,907,598
Total assets	46,844,350	42,558,145	26,298,310	26,260,596	73,142,660	68,818,741
Deferred outflow s of resources	771,467	653,532	77,997	60,103	849,464	713,635
Long-term liabilities	3,509,564	3,571,513	366,231	1,974,247	3,875,795	5,545,760
Other liabilities	1,562,474	2,064,614	153,714	167,400	1,716,188	2,232,014
Total liabilities	5,072,038	5,636,127	519,945	2,141,647	5,591,983	7,777,774
Deferred inflow s of resources	839,139	282,624	32,188	15,196	871,327	297,820
Net position:						
Investment in capital assets	30,059,638	28,830,208	18,926,711	19,076,946	48,986,349	47,907,154
Restricted for:						
Florida building code	1,248,482	1,024,653	-	-	1,248,482	1,024,653
Fire department	1,184,535	977,099	-	-	1,184,535	977,099
El Mar beautification	485,635	677,566	-	-	485,635	677,566
Law enforcement	198	15,660	-	-	198	15,660
Unrestricted	8,726,152	5,767,740	6,897,463	5,086,910	15,623,615	10,854,650
Total net position	\$ 41,704,640	\$ 37,292,926	\$ 25,824,174	\$ 24,163,856	\$ 67,528,814	\$ 61,456,782

Government-Wide Financial Analysis (Continued)

Key components of the Town's changes in net position from 2023 to 2024 are reflected in the following table:

	Changes in Net Position					
	For the Fiscal Year Ended September 30,					
	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for services	\$ 3,904,261	\$ 3,933,782	\$ 4,938,125	\$ 4,937,881	\$ 8,842,386	\$ 8,871,663
Operating grants and contributions	546,986	124,201	-	-	546,986	124,201
General Revenues:						
Property taxes	12,751,524	9,923,636	-	-	12,751,524	9,923,636
Franchise taxes and utility taxes	2,295,869	2,272,096	-	-	2,295,869	2,272,096
Grants and contributions not restricted to specific programs	1,123,724	1,174,967	-	-	1,123,724	1,174,967
Unrestricted investment earnings	724,848	156,311	40,418	27,434	765,266	183,745
Miscellaneous revenues	564,765	263,336	304,324	135,986	869,089	399,322
Total revenues	21,911,977	17,848,329	5,282,867	5,101,301	27,194,844	22,949,630
Expenses:						
General government	3,570,183	3,972,197	-	-	3,570,183	3,972,197
Public safety	10,108,438	10,426,620	-	-	10,108,438	10,426,620
Transportation	3,461,222	2,899,372	-	-	3,461,222	2,899,372
Recreation	163,656	570,881	-	-	163,656	570,881
Physical environment	1,195,765	1,702,435	-	-	1,195,765	1,702,435
Interest	999	21	-	-	999	21
Sewer	-	-	1,544,078	1,496,073	1,544,078	1,496,073
Parking	-	-	1,078,471	1,131,678	1,078,471	1,131,678
Total expenses	18,500,263	19,571,526	2,622,549	2,627,751	21,122,812	22,199,277
Change in net position before transfers	3,411,714	(1,723,197)	2,660,318	2,473,550	6,072,032	750,353
Transfers in (out), net	1,000,000	2,305,000	(1,000,000)	(2,305,000)	-	-
Increase in net position	4,411,714	581,803	1,660,318	168,550	6,072,032	750,353
Net position - beginning, as previously stated	37,292,926	36,628,508	24,163,856	23,995,306	61,456,782	60,623,814
Prior period adjustment for GASB 96	-	82,615	-	-	-	82,615
Net position - beginning, as restated	37,292,926	36,711,123	24,163,856	23,995,306	61,456,782	60,706,429
Net position - ending	\$41,704,640	\$37,292,926	\$ 25,824,174	\$24,163,856	\$ 67,528,814	\$ 61,456,782

In the governmental activities, revenue from charges for services decreased by \$(29,521) and property taxes increased by \$2,827,888. Franchise taxes and utility taxes increased by \$23,773. Grants and contributions not restricted to specific programs decreased by \$(51,243). Investment earnings and miscellaneous revenues increased by \$568,537 and \$301,429, respectively.

In the business-type activities, revenue from charges for services increased by \$244 due to a \$(95,323) decrease in sewer revenue and \$95,567 increase in parking revenue.

Government-Wide Financial Analysis (Continued)

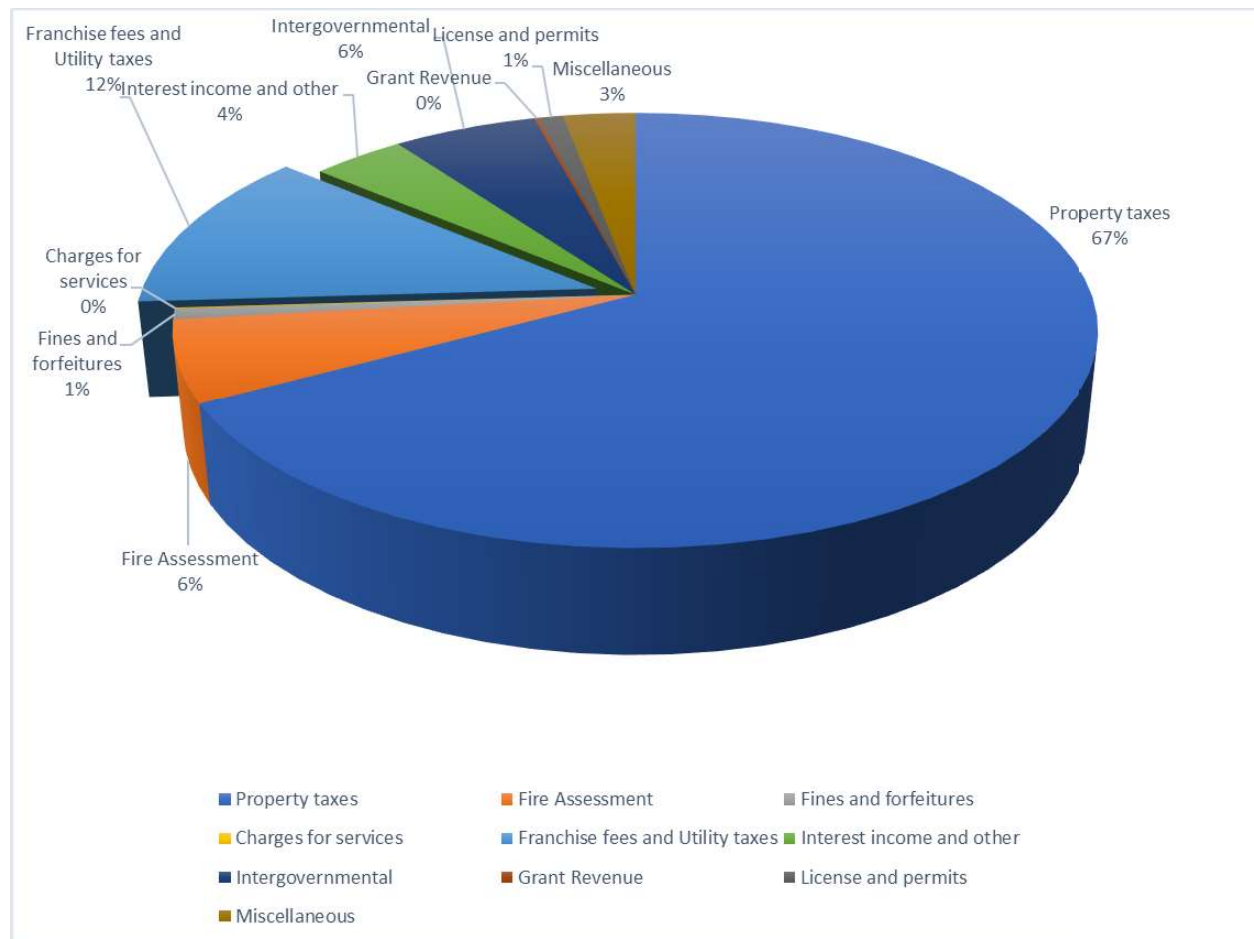
Public Safety expense decreased by \$318,182 and Recreation expense decreased by \$407,225 due to decreased contractual services expenses, operating supplies and decreased special events. Transportation expenses increased by \$561,850 due primarily to service maintenance and other operating expenses.

Physical Environment expenses decreased by \$506,670, primarily due to the delayed or incomplete projects during the fiscal year.

Sewer expense increased by \$48,005, due to sewer line maintenance performed in the current fiscal year. Parking expenses decreased by \$53,207 due to less expense on equipment rent/lease and capital outlay expenditures.

Revenues-Governmental Funds

The pie chart shows the major categories of revenue in the governmental funds and the percentage of governmental funds revenue represented by each category.



As noted earlier, the Town of Lauderdale-By-The-Sea uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds: The focus of the Town's governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town of Lauderdale-By-The-Sea's financing requirements. Unassigned fund balance may serve as a useful measure of the Town's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Town of Lauderdale-By-The-Sea's governmental funds reported combined ending fund balances of \$14,779,441 an increase of \$3,116,118 from the prior fiscal year.

The general fund is the primary operating fund of the Town. At the end of the fiscal year 2024, the fund balance of the general fund was \$10,221,713 which represents a net change in fund balances of \$2,286,725 from the prior fiscal year. The more significant revenue surplus items were as follows: Property taxes (\$200,974), Franchise fees and utility taxes (\$273,378), Fines and forfeitures (\$91,053) licenses and permits (\$67,170), Interest income (\$708,664) and Miscellaneous revenues (\$21,963). There was less spending than the budget on Commission (\$48,125) Visitor Center (\$62,161), General (\$239,338), Tourism and Community Outreach (\$244,474), Development (\$167,167), Municipal Services (\$428,369), and Recreation services (\$3,959).

The fund balance of the capital projects increased from \$1,710,923 to \$2,124,513 as expenditures were funded by available fund balance in the current fiscal year.

Proprietary Funds: The Town of Lauderdale-By-The-Sea's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Revenues increased by \$244 from the prior fiscal year in the proprietary funds. Parking revenues increased by \$95,567 from the prior fiscal year and Sewer decreased by \$95,323 from the prior year. Operating expenses in the sewer fund increased by \$48,005 due to primarily a result of the sewer line maintenance in the fiscal year 2024. The unrestricted net position of the Sewer and Parking Funds combined at the end of the fiscal year amounted to \$6,897,463, an increase of \$1,810,553 from the prior fiscal year.

General Fund Budgetary Highlights

The differences in the actual revenues and expenditures as compared to the budget are summarized as follows:

Ad Valorem Taxes are budgeted at 95% of anticipated revenue to provide an allowance for uncollected taxes and adjustment in property values as a result of appeals that occur after the millage rate is set. Property tax collections amounted to 101.60% of budgeted revenues.

Franchise fees and utility taxes came in at 122.62% of budgeted levels.

Intergovernmental revenues collected were 98.94% of the budget.

The actual expenditures of the general fund were approximately 8.69% less than budgeted.

Please refer to the Budgetary Comparison Schedule for more detailed information.

Capital Assets

The Town of Lauderdale-By-The-Sea's investment in capital assets for its governmental and business type activities as of September 30, 2024, amounted to \$48,986,438 (net of accumulated depreciation). These are investments in capital assets which include land, buildings, infrastructure, and improvements other than buildings, machinery, and equipment.

Additional information on the Town of Lauderdale-By-The-Sea's capital assets can be found in Note 5 of this report.

Economic Factors and Next Year's Budget

According to Greater Fort Lauderdale Alliance Broward County's job report indicated a 2.9% unemployment rate in December 2024. This rate was 0.5 percent lower than the region's a month ago, 3.4%, 0.1 percent greater than the region's year ago of 2.8% and 0.2 percentage points lower than the state rate of 3.1%. The labor force was 1,085,153, down 7,650 (-0.7%) over the year. There were 31,278 unemployed residents in the region.

Non-agricultural employment in Ft. Lauderdale-Pompano Beach-Deerfield Beach Metro Division was 948,400, an increase of 13,000 jobs (+1.4%) over the year.

"Once again, Broward County added more than 13,000 nonagricultural jobs over the year in December 2024. The interest from companies looking at Greater Fort Lauderdale as a location of choice and the local expansion in our targeted industries remains strong and continues supporting the overall year-over-year job growth trends," said Greater Fort Lauderdale Alliance President/CEO, Bob Swindell. "We thank our many partners, investors and leaders at Broward County and our municipalities, who have been working with us to grow and diversify the economy."

Data and Analysis

As of December, the Other Services (+8.0%), Government (+4.1%); and Trade, Transportation and Utilities (+1.4%) industries grew faster in the metro area than statewide over the year.

The Fort Lauderdale-Pompano Beach-Deerfield Beach MD had the highest annual job growth compared to all the metro areas in the state in the Government (+4,500 jobs) and Other Services (+3,000 jobs) industries.

The Fort Lauderdale-Pompano Beach-Deerfield Beach MD had the fastest annual job growth rate compared to all the metro areas in the state in the Other Services (+8.0%) industry.

Most of the industries gained jobs over the year, except for the Professional services (-2,200 jobs, -1.3%), Manufacturing (-600 jobs, -2.0%), and Financial Activities (-500 jobs, -0.7%) industries.

Non-agricultural employment showed a month-to-month increase of 5,000 jobs. Majority of the sectors gained jobs and just three of them decreased in December 2024 compared to November 2024.

Sector/Industry	Total Jobs December 2024	Nov. 2024 to Dec. 2024	% change	Dec. 2023 to Dec. 2024	% change
Government	113,200	800	0.7%	4,500	4.1%
Trade, Transportation, and Utilities	217,700	2,100	1.0%	3,000	1.4%
Other Services	40,500	-200	-0.5%	3,000	8.0%
Construction	56,100	-500	-0.9%	2,300	4.3%
Education and Health Services	124,100	-500	-0.4%	2,000	1.6%
Leisure and Hospitality	100,300	1,200	1.2%	1,400	1.4%
Information	20,500	500	2.5%	100	0.5%
Financial Activities	73,400	700	1.0%	-500	-0.7%
Manufacturing	30,000	100	0.3%	-600	-2.0%
Professional and Business Services	172,500	800	0.5%	-2,200	-1.3%
Total Nonagricultural Employment	948,400	5,000	0.5%	13,000	1.4%

Source: Florida Department of Commerce, Bureau of Labor Market Statistics - Not Seasonally Adjusted

Future Budget Years

In preparing the fiscal year 2025 budget, the Town provided funding for the following projects:

- Town Hall / Public Safety
- El Prado Park
- Bel Air Seawall Repair- East
- Storm Water Rate Study
- Beach Patrol
- FDOT A1A Pine Ave to Palm Ave
- Tennis Court Lighting
- Beach Renourishment
- Traffic Improvements & Calming
- Pedestrian Amenities
- Street Project Bougainvillea/Poinciana
- Roadway Paving & Refurbishment
- Resilient Florida Program-Project
- Friedt Park
- 75th Anniversary Garden

Sewer Rates: Over the past few years, the cost of processing wastewater and maintenance of the system has increased due to rising expenses from the City of Pompano Beach and Broward County. These rate increases have been absorbed by the Town over the past few fiscal years; however, in order to ensure the continued operation and maintenance of our system, it will be necessary to adjust sewer rates accordingly to address these increases so as not to impact on the sewer reserves.

Fire and Emergency Medical Services: The Town currently receives its fire protection and emergency medical services through an agreement with the City of Pompano Beach. However, the City of Pompano Beach has elected to terminate this agreement and as a result, the Town will be evaluating fire and EMS service options for the Commission's consideration.

Requests for Information

This financial report is designed to provide a general overview of the Town of Lauderdale-By-The-Sea's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Budget and Finance, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, or at financedepartment@lbts-fl.gov.

BASIC FINANCIAL STATEMENTS

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental	Business-type	
	Activities	Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 15,645,311	\$ 7,070,482	\$ 22,715,793
Investments	288,989	-	288,989
Accounts receivable, net	427,596	261,728	689,324
Lease receivable	462,116	-	462,116
Internal balances	(39,300)	39,300	-
Capital assets:			
Nondepreciable capital assets	6,256,928	13,820,052	20,076,980
Depreciable capital assets, net	23,802,710	5,106,748	28,909,458
Total assets	<u>46,844,350</u>	<u>26,298,310</u>	<u>73,142,660</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Other Post Employment Benefits	7,793	1,141	8,934
Florida Retirement System Pension Plan	763,674	76,856	840,530
Total deferred outflows of resources	<u>771,467</u>	<u>77,997</u>	<u>849,464</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND</u>			
<u>NET POSITION</u>			
Liabilities:			
Accounts payable and other liabilities	1,101,620	145,648	1,247,268
Contracts and retainage payable	38,678	-	38,678
Accrued liabilities	119,174	-	119,174
Unearned revenues	230,366	8,066	238,432
Deposits	72,636	-	72,636
Noncurrent liabilities due within one year	14,451	89	14,540
Noncurrent liabilities:			
Due in more than one year	165,593	-	165,593
Net Other Post Employment Benefit obligation	68,842	10,080	78,922
Net pension liability - Florida Retirement System	3,260,678	356,062	3,616,740
Total liabilities	<u>5,072,038</u>	<u>519,945</u>	<u>5,591,983</u>
Deferred inflows of resources:			
Florida Retirement System Pension Plan	396,342	32,188	428,530
Lease related	442,797	-	442,797
Total deferred outflows of resources	<u>839,139</u>	<u>32,188</u>	<u>871,327</u>
Net position:			
Investment in capital assets	30,059,638	18,926,711	48,986,349
Restricted for:			
Florida building code enforcement	1,248,482	-	1,248,482
Fire department	1,184,535	-	1,184,535
El Mar beautification per contractual agreement	485,635	-	485,635
Law enforcement	198	-	198
Unrestricted	8,726,152	6,897,463	15,623,615
Total net position	<u>\$ 41,704,640</u>	<u>\$ 25,824,174</u>	<u>\$ 67,528,814</u>

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Program Revenues			Net (Expenses) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government:						
Governmental activities:						
General government	\$ 3,570,183	\$ 2,646,743	\$ 511,571	\$ (411,869)	\$ -	\$ (411,869)
Public safety	10,108,438	1,257,518	-	(8,850,920)	-	(8,850,920)
Transportation	3,461,222	-	-	(3,461,222)	-	(3,461,222)
Recreation	163,656	-	35,415	(128,241)	-	(128,241)
Physical environment	1,195,765	-	-	(1,195,765)	-	(1,195,765)
Interest	999	-	-	(999)	-	(999)
Total government activities	18,500,263	3,904,261	546,986	(14,049,016)	-	(14,049,016)
Business-type activities:						
Sewer	1,544,078	1,206,584	-	-	(337,494)	(337,494)
Parking	1,078,471	3,731,541	-	-	2,653,070	2,653,070
Total business-type activities	2,622,549	4,938,125	-	-	2,315,576	2,315,576
Total primary government	21,122,812	8,842,386	546,986	(14,049,016)	2,315,576	(11,733,440)
General revenues:						
Property taxes				12,751,524	-	12,751,524
Franchise taxes and utility taxes				2,295,869	-	2,295,869
Grants and contributions not restricted to specific programs				1,123,724	-	1,123,724
Unrestricted investment earnings				724,848	40,418	765,266
Miscellaneous revenues				564,765	304,324	869,089
Transfers				1,000,000	(1,000,000)	-
Total general revenues and transfers				18,460,730	(655,258)	17,805,472
Change in net position				4,411,714	1,660,318	6,072,032
Net position - beginning (restated)				37,292,926	24,163,856	61,456,782
Net position - ending				\$ 41,704,640	\$ 25,824,174	\$ 67,528,814

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Major Funds				Non-Major	
	Special Revenue Funds			Capital	Fund	
	General Fund	Building Fund	Fire Fund	Projects Fund	Police Traing and Forfeiture	Governmental Funds
Cash and cash equivalents	\$ 10,618,654	\$ 1,655,145	\$ 1,194,419	\$ 2,176,895	\$ 198	\$ 15,645,311
Investments	288,989	-	-	-	-	288,989
Accounts receivable, net	427,596	-	-	-	-	427,596
Lease receivable	462,116	-	-	-	-	462,116
Due from other funds	48,796	414,021	55,664	-	-	518,481
Total assets	\$ 11,846,151	\$ 2,069,166	\$ 1,250,083	\$ 2,176,895	\$ 198	\$ 17,342,493

ASSETS

Cash and cash equivalents
Investments
Accounts receivable, net
Lease receivable
Due from other funds
Total assets

LIABILITIES AND FUND BALANCES

Liabilities:

Accounts payable and other liabilities
Contracts and retainage payable
Accrued liabilities
Due to other funds
Unearned revenue
Deposits
Total liabilities

Deferred inflows of resources:

Lease related
Total deferred inflows of resources

Fund balances:

Restricted for:

Florida building code enforcement
Fire department
El Mar beautification per contract
Law enforcement

Assigned to:

Emergency reserve
Capital projects
Unassigned
Total fund balances
Total liabilities, deferred inflows of resources and fund balances

\$ 341,584	\$ 755,956	\$ 4,080	\$ -	\$ -	\$ -	\$ 1,101,620
-	-	-	38,678	-	-	38,678
119,174	-	-	-	-	-	119,174
544,577	-	-	13,204	-	-	557,781
103,670	64,728	61,468	500	-	-	230,366
72,636	-	-	-	-	-	72,636
1,181,641	820,684	65,548	52,382	-	-	2,120,255
442,797	-	-	-	-	-	442,797
442,797	-	-	-	-	-	442,797

-	1,248,482	-	-	-	-	1,248,482
-	-	1,184,535	-	-	-	1,184,535
-	-	-	485,635	-	-	485,635
-	-	-	-	198	-	198
2,552,621	-	-	-	-	-	2,552,621
-	-	-	1,638,878	-	-	1,638,878
7,669,092	-	-	-	-	-	7,669,092
10,221,713	1,248,482	1,184,535	2,124,513	198	-	14,779,441
\$ 11,846,151	\$ 2,069,166	\$ 1,250,083	\$ 2,176,895	\$ 198	\$ 198	\$ 17,342,493

See notes to the financial statement

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Fund balance - governmental funds \$ 14,779,441

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial assets and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the assets of the government as a whole.

Cost of capital assets	55,272,655	
Accumulated depreciation	<u>(25,213,017)</u>	30,059,638

Deferred outflows of resources related to the pensions and other post employment benefits are recorded in the statement of net position.		771,467
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Deferred inflows of resources related to the pensions are recorded in the statement of net position.		(396,342)
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Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Compensated absences		(179,332)
Leases payable		(712)
Net pension liability - Florida Retirement System		(3,260,678)
Other Post Employment Benefit obligation		<u>(68,842)</u>

Net position of governmental activities		<u><u>\$ 41,704,640</u></u>
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See notes to the financial statements

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds			Capital	Non-Major Fund	Total
	Special Revenue Funds					
	General Fund	Building Fund	Fire Fund	Projects Fund	Police Training and Forfeiture	Governmental Funds
Revenues:						
Property taxes and fire assessments	\$ 12,751,524	\$ -	\$ 1,154,894	\$ -	\$ -	\$ 13,906,418
Franchise fees and utility taxes	2,295,869	-	-	-	-	2,295,869
Intergovernmental	1,123,724	-	-	-	-	1,123,724
Fines and forfeitures	151,053	-	-	-	-	151,053
Charges for services	13,340	-	89,284	-	-	102,624
Licenses and permits	212,170	2,283,520	-	-	-	2,495,690
Interest income and other	708,664	-	8,078	8,106	-	724,848
Grant revenue	35,415	-	-	511,571	-	546,986
Miscellaneous revenues	320,098	-	50	244,617	-	564,765
Total revenues	17,611,857	2,283,520	1,252,306	764,294	-	21,911,977
Expenditures:						
Current:						
General government	3,338,970	-	-	117,649	-	3,456,619
Public safety	7,111,157	1,958,239	986,025	-	15,462	10,070,883
Transportation	3,285,302	-	-	-	-	3,285,302
Recreation	109,441	-	-	-	-	109,441
Capital outlay	96,825	1,452	8,845	2,733,055	-	2,840,177
Debt Service:						
Principal	32,438	-	-	-	-	32,438
Interest	999	-	-	-	-	999
Total expenditures	13,975,132	1,959,691	994,870	2,850,704	15,462	19,795,859
Excess (deficiency) of revenues over (under) expenditures	3,636,725	323,829	257,436	(2,086,410)	(15,462)	2,116,118
Other financing sources (uses):						
Transfers in	150,000	-	-	2,500,000	-	2,650,000
Transfers out	(1,500,000)	(100,000)	(50,000)	-	-	(1,650,000)
Total other financing sources (uses)	(1,350,000)	(100,000)	(50,000)	2,500,000	-	1,000,000
Net change in fund balances	2,286,725	223,829	207,436	413,590	(15,462)	3,116,118
Fund balances, beginning	7,934,988	1,024,653	977,099	1,710,923	15,660	11,663,323
Fund balances, ending	\$ 10,221,713	\$ 1,248,482	\$ 1,184,535	\$ 2,124,513	\$ 198	\$ 14,779,441

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds \$ 3,116,118

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in the governmental funds as expenditures. However, in the statement of activities, the cost of certain of those assets is eliminated and capitalized as capital assets. 2,741,995

Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense on the statement of activities. (1,512,565)

Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. 32,438

Expenses reported in the statement of activities that do not require the use of current financial resources are not reported as expenditures in the fund financial statements. The details of the differences are as follows:

Change in compensated absences	(41,943)
Change in Other Post Employment Benefit obligation	18,673
Changes related to the FRS net pension liability (NPL)	56,998

Change in net position of governmental activities	\$ 4,411,714
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See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2024

	Enterprise Funds		
	Sewer Utility	Parking	Total
	System		
<u>ASSETS</u>			
Current Assets:			
Cash and cash equivalents	\$ 1,441,594	\$ 5,628,888	\$ 7,070,482
Accounts receivable, net	223,356	38,372	261,728
Due from other funds	74,892	-	74,892
Total current assets	<u>1,739,842</u>	<u>5,667,260</u>	<u>7,407,102</u>
Noncurrent Assets:			
Capital Assets:			
Land	-	13,820,052	13,820,052
Equipment	39,504	373,081	412,585
Buildings and utility plant	4,434,441	2,823,647	7,258,088
Right-to-use leased assets	-	1,150	1,150
Total capital assets	<u>4,473,945</u>	<u>17,017,930</u>	<u>21,491,875</u>
Less accumulated depreciation/amortization	<u>(1,980,976)</u>	<u>(584,099)</u>	<u>(2,565,075)</u>
Net capital assets	<u>2,492,969</u>	<u>16,433,831</u>	<u>18,926,800</u>
Total noncurrent assets	<u>2,492,969</u>	<u>16,433,831</u>	<u>18,926,800</u>
Total assets	<u>4,232,811</u>	<u>22,101,091</u>	<u>26,333,902</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Other Post Employment Benefits	363	778	1,141
Florida Retirement System Pension Plan	42,793	34,063	76,856
Total deferred outflows of resources	<u>43,156</u>	<u>34,841</u>	<u>77,997</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES,</u>			
<u>AND NET POSITION</u>			
Current Liabilities:			
Accounts payable	92,152	53,496	145,648
Due to other funds	-	35,592	35,592
Unearned revenue	-	8,066	8,066
Leases - current	-	89	89
Total current liabilities	<u>92,152</u>	<u>97,243</u>	<u>189,395</u>
Long-Term Liabilities:			
Other Post Employment Benefit Obligation	3,203	6,877	10,080
Net pension liability - Florida Retirement System	153,675	202,387	356,062
Total long-term liabilities	<u>156,878</u>	<u>209,264</u>	<u>366,142</u>
Total Liabilities	<u>249,030</u>	<u>306,507</u>	<u>555,537</u>
Deferred inflows of resources:			
Florida Retirement system Pension Plan	17,880	14,308	32,188
Total deferred inflows of resources	<u>17,880</u>	<u>14,308</u>	<u>32,188</u>
Net position:			
Investment in capital assets	2,492,969	16,433,742	18,926,711
Unrestricted	1,516,088	5,381,375	6,897,463
Total net position	<u>\$ 4,009,057</u>	<u>\$ 21,815,117</u>	<u>\$ 25,824,174</u>

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Funds		
	Sewer Utility System	Parking	Total
Operating revenues:			
Charges for services	\$ 1,206,584	\$ 3,731,541	\$ 4,938,125
Total operating revenues	<u>1,206,584</u>	<u>3,731,541</u>	<u>4,938,125</u>
Operating expenses:			
Operating, administrative and maintenance	1,482,593	989,366	2,471,959
Depreciation and amortization	61,485	89,105	150,590
Total operating expenses	<u>1,544,078</u>	<u>1,078,471</u>	<u>2,622,549</u>
Operating income	<u>(337,494)</u>	<u>2,653,070</u>	<u>2,315,576</u>
Nonoperating revenues (expenses):			
Interest income	10,026	30,392	40,418
Other income	-	304,324	304,324
Total nonoperating revenues (expenses)	<u>10,026</u>	<u>334,716</u>	<u>344,742</u>
Income before transfers	<u>(327,468)</u>	<u>2,987,786</u>	<u>2,660,318</u>
Transfers out	-	(1,000,000)	(1,000,000)
Change in net position	<u>(327,468)</u>	<u>1,987,786</u>	<u>1,660,318</u>
Net position - beginning (restated)	4,336,525	19,827,331	24,163,856
Net position - ending	<u>\$ 4,009,057</u>	<u>\$ 21,815,117</u>	<u>\$ 25,824,174</u>

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Enterprise Funds		
	Sewer Utility System	Parking	Total
Cash Flow s From Operating Activities			
Receipts from customers and users	\$ 1,319,730	\$ 3,728,198	\$ 5,047,928
Payments to suppliers	(1,471,900)	(987,948)	(2,459,848)
Payments to employees	3,527	(3,573)	(46)
Net cash provided (used) by operating activities	(148,643)	2,736,677	2,588,034
Cash Flow s Provided (Used) By Noncapital Financing Activities			
Transfers to other funds	-	(1,000,000)	(1,000,000)
Miscellaneous	-	304,324	304,324
Net cash provided (used) by noncapital financing	-	(695,676)	(695,676)
Cash Flow s Provided (Used) By Capital and Related Financing Activities			
Principal paid on capital debt	-	(1,600,355)	(1,600,355)
Net cash provided (used) by capital and related financing activities	-	(1,600,355)	(1,600,355)
Cash Flow s Provided (Used) By Investing Activities			
Interest received	10,026	30,392	40,418
Net cash provided (used) by investing activities	10,026	30,392	40,418
Net increase (decrease) in cash	(138,617)	471,038	332,421
Cash and cash equivalents, beginning	1,580,211	5,157,850	6,738,061
Cash and cash equivalents, ending	\$ 1,441,594	\$ 5,628,888	\$ 7,070,482
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating income (loss)	\$ (337,494)	\$ 2,653,070	\$ 2,315,576
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	61,485	89,105	150,590
Changes in assets and liabilities:			
(Increase)/Decrease in accounts receivable	(1,866)	(31,582)	(33,448)
(Increase)/Decrease in interfund receivable	115,102	11,961	127,063
(Increase)/Decrease in prepaid items	-	15,000	15,000
(Increase)/Decrease in deferred outflow s of resources	(5,535)	(12,359)	(17,894)
Increase/(Decrease) in accounts payable	16,589	(10,961)	5,628
Increase/(Decrease) in interfund payable	(90)	35,592	35,502
Increase/(Decrease) in unearned revenue	-	(19,314)	(19,314)
Increase/(Decrease) in Other Post Employment Benefit	354	(164)	190
Increase/(Decrease) in net pension liability	(2,416)	(5,435)	(7,851)
Increase/(Decrease) in deferred inflow s of resources	5,228	11,764	16,992
Total adjustments	188,851	83,607	272,458
Net cash provided (used) by operating activities	\$ (148,643)	\$ 2,736,677	\$ 2,588,034

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND
SEPTEMBER 30, 2024

	Pension Trust Fund
<u>ASSETS</u>	
Cash	\$ 382,884
Total assets	382,884
<u>LIABILITIES</u>	
Liabilities	
Accounts payable and accrued expenses	4,610
Refunds payable	25,732
Pension termination liability	118,919
Total liabilities	149,261
<u>NET POSITION</u>	
Net position restricted for pensions	\$ 233,623

See notes to the financial statements.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	<u>Pension Trust Fund</u>
<u>ASSETS</u>	
Cash	\$ 382,884
Total assets	<u>382,884</u>
<u>LIABILITIES</u>	
Liabilities	
Accounts payable and accrued expenses	4,610
Refunds payable	25,732
Pension termination liability	<u>118,919</u>
Total liabilities	<u>149,261</u>
<u>NET POSITION</u>	
Net position restricted for pensions	<u><u>\$ 233,623</u></u>

See notes to the financial statements.

NOTES TO BASIC FINANCIAL STATEMENTS

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Lauderdale-By-The-Sea, Florida ("Town") was incorporated in 1947. The Town operates under a Commission-Manager form of government and provides a full range of municipal services, including public safety (police and fire), parks and recreation, public works, building, zoning and code enforcement, and general administrative services. The Town also operates two enterprise activities: sewer and parking.

The basic financial statements of the Town have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") as applied to governmental units. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

1. Financial Reporting Entity

The financial statements were prepared in accordance with governmental accounting standards, which establish standards for defining and reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consists of the Town, organizations for which the Town is financially accountable and other organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The Town is financially accountable for a component unit if it appoints a voting majority of the organization's governing board and it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the Town. The Town is financially accountable for a component unit if an organization is fiscally dependent on it and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the Town regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board. A blended component unit, although a legally separate entity, is, in substance, part of the Town's operations and so data from this unit is combined with data of the Town. Based upon the application of these criteria, there were no organizations that met the criteria described above.

2. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and inter-governmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Interfund services provided and used are not eliminated in the process of consolidation.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

2. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

3. Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, if any, are recorded only when payment is due.

The Town's fiduciary fund is presented in the fund financial statements. Since by definition these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the Town, these funds are not incorporated into the government-wide financial statements.

Property taxes, charges for services, franchise fees and other taxes, intergovernmental revenues, and interest associated with the current fiscal period are considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. Revenues for expenditure driven grants are recognized when the qualifying expenditures are incurred. Other receipts and fees, including fines, become measurable and available when cash is received by the Town and are recognized as revenue at that time.

The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all or most of the Town's general activities except those required to be accounted for in another fund.

The *Building Fund* is used to account for the building permitting revenue and related permitting and enforcement activities.

The *Capital Projects Fund* is used to account for the acquisition and construction of major capital facilities.

The *Fire Fund* is used to account for the fire assessment revenues dedicated to fire protection and fire prevention services and the related authorized fire department expenditures.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

3. Measurement Focus, Basis of Accounting and Basis of Presentation (Continued)

The Town reports the following non-major governmental funds:

The *Police Training and Forfeiture Fund* is used to account for the portion of traffic citation revenue dedicated to police training, the confiscation of property and the related authorized law enforcement expenditures.

The Town reports the following major proprietary funds:

The *Sewer Utility Fund* accounts for the activities associated with providing sewer services within the Town.

The *Parking Fund* accounts for parking meter revenue in the Town's business district.

Additionally, the Town reports the following fiduciary fund:

The *Pension Trust Fund* accounts for the activities of the Volunteer Fire Department's Pension Plan and the accumulation of resources for pension benefits. The plan was effectively terminated during the prior fiscal year – see Note 13 for additional information.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town's various utility functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total position. Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as needed.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Capital Assets

Capital assets which include property, plant and equipment, and all infrastructure assets (e.g., roads, bridges, sidewalks, bike paths, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

The Town has elected to retroactively apply the capitalization requirements of GASB Statement No. 34 to major general infrastructure assets acquired since 1980.

The costs of normal maintenance and repairs that does not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the Town are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	30 - 50
Utility plant	25 - 75
Infrastructure	50
Improvements other than buildings	25
Furniture, fixtures, machinery and equipment	5 - 10
Right-to-use leased assets	3
Software subscription	2

5. Deposits and Investments

Town administration is authorized to invest in those instruments authorized by the Florida statutes.

Investments are measured at amortized cost or fair value as required by generally accepted accounting principles. Additional information regarding the fair value measurement of investments and amortized cost is disclosed in Note 2.

Cash and cash equivalents, for purposes of the statement of cash flows, include cash and investments which are defined as short-term, highly liquid investments with original maturities of twelve months or less.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

6. Interfund Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either due to/from other funds. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

7. Receivables

Receivables include amounts due from other governments and others for services provided by the Town. Receivables are recorded and revenues are recognized as earned or as specific program expenditures/expenses are incurred. Allowances for uncollectible receivables, if any, are based upon historical trends and the periodic aging of receivables.

8. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

9. Compensated Absences

Town employees are granted vacation in varying amounts based on length of service and sick leave at the rate of one day per month. For employees hired after September 30, 2011, up to 15 days of annual leave may be carried forward from one calendar year into the next calendar year. Accumulated leave in excess of 15 days must be used by December 31st of each calendar year or it will be lost. In the event of termination, an employee is reimbursed for accumulated vacation days. Up to 60 days of sick leave may be accrued and carried forward into the next year. Employees hired prior to October 1, 2011 are reimbursed for 25% of accumulated sick leave upon leaving Town employment in good standing. Employees hired after September 30, 2011 will be reimbursed for 0% - 15% of accumulated sick leave, depending on their number of years of continuous service.

The cost of accumulated vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee retirements or resignations. The general fund has been used to liquidate these amounts.

10. Long-Term Obligations

In the government-wide financial statements, and in the proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the bonds using the straight-line method. Bonds are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

11. Unearned Revenue

Unearned revenue arises when resources are received by the Town before it has a legal claim to them.

12. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the General, Special Revenue, and Capital Projects Funds. Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at fiscal year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget.

13. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

14. Leases

Lessee: The Town is a lessee for a noncancellable lease of a vehicle. The Town recognizes a lease liability and an intangible right-to-use leased asset (lease asset) in the government-wide financial statements. The Town recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the Town initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Town determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Town uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Town generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Town is reasonably certain to exercise.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

14. Leases (Continued)

The Town monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long term debt on the statement of net position.

Lessor: The Town is a lessor for a noncancellable lease of a building. The Town recognizes lease receivables and a deferred inflows of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the Town initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Town determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The Town uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The Town monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

15. Subscription Liability

The Town entered a noncancellable subscription for the use of Tyler Software. The Town recognizes a subscription liability and an intangible right-to-use subscription asset in the government-wide financial statements. The Town recognizes subscription liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a subscription, the Town initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date plus certain initial direct implementation costs. Subsequently, the subscription asset is amortized on a straight-line basis over its useful life.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

15. Subscription Liability (Continued)

Key estimates and judgments related to subscriptions include how the Town determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The Town uses the interest rate charged by the software subscription vendor as the discount rate. When the interest rate charged by the lessor is not provided, the Town generally uses its estimated incremental borrowing rate as the discount rate for subscriptions.
- The subscription term includes the noncancellable period of the subscription. Subscription payments included in the measurement of the subscription liability are composed of fixed payments and purchase option price that the Town is reasonably certain to exercise.

The Town monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with other capital assets and subscription liabilities are reported with long term debt on the statement of net position.

16. Net Position

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position of the government-wide and proprietary funds is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets is that portion of net position that relates to the Town's capital assets reduced by accumulated depreciation and by any outstanding debt incurred to acquire, construct or improve those assets, excluding unexpended proceeds.

Restricted net position is that portion of net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of either of the other two components.

17. Fund Equity

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The Town can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution or ordinance) of the Town Commission, the Town's highest level of decision-making authority. Commitments may be changed or lifted only by the Town Commission taking the same formal action (resolution or ordinance) that imposed the constraint originally.

Assigned fund balance – Includes spendable fund balance amounts established by the Town Commission that are intended to be used for specific purposes that are neither considered restricted nor committed.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

17. Fund Equity (Continued)

The Town first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

18. Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States of America. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows/outflows, the disclosure of contingent assets and liabilities at the date of the financial statements and revenue and expenditures/expenses during the period reported. These estimates include assessing the collectability of accounts receivable, the use and recoverability of inventory, pension and postretirement obligations, and useful lives and impairment of tangible and intangible assets, among others. Actual results could differ from these estimates.

19. Pensions

Volunteer Firefighters Pension Fund

Plan member contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits paid directly to participants and refunds of contributions are recognized when due and payable in accordance with the terms of the plan. The Town funds the contributions to its Volunteer Firefighters Pension Plan based on the actuarial required contribution. The net pension asset is reported in the government-wide financial statements and represents the difference between the plan's fiduciary net position and the total pension liability. The plan was terminated during the prior fiscal year – see Note 13 for additional information.

Florida Retirement System

In the government-wide statement of net position, liabilities are recognized for the Town's proportionate share of the net pension liability for the Florida Retirement System pension plan and Retiree Health Insurance Subsidy Program. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Florida Retirement System defined benefit pension plan (FRS Pension Plan) and the Retiree Health Insurance Subsidy Program defined benefit pension plan (HIS Program), and additions to/deductions from the FRS Pension Plan's and the HIS Program's fiduciary net position have been determined on the same basis as they are reported by the FRS Pension Plan and the HIS Program plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits

All of the Town's deposits are held in qualified public depositories pursuant to State of Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral of the depository to be held subject to his or her order. The Treasurer, by rule, shall establish minimum required collateral pledging levels. The pledging level may range from 25% to 125% of the average monthly balance of public deposits depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any potential losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 2 – DEPOSITS AND INVESTMENTS (Continued)

Investments - Town

The Town has adopted an investment policy in accordance with Florida Statutes to establish guidelines for the efficient management of its cash reserves. The Town is authorized to invest in obligations of the U.S. Treasury, its agencies and instrumentalities, certificates of deposit, the State Board of Administration investment pool, any intergovernmental investment pools authorized pursuant to Chapter 163 of the Florida Statutes, SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency, and securities of any interest in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio is limited to obligations of the U.S. government, its agencies and instrumentalities and to repurchase agreements fully collateralized by such U.S. government obligations and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

Investments – Town (Continued)

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The Town has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

As of September 30, 2024, the Town had the following investments:

	Amortized Cost	Credit Risk	Weighted Average Maturity
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	\$ 288,989	S&P AAAm	39 days
	<u>\$ 288,989</u>		

Credit Risk - Credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. The Town's investment policy limits investments to the highest ratings issued by two of the nationally recognized statistical rating organizations (NRSRO) (Standard and Poor's and Moody's investment services).

Interest Rate Risk - Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. The Town has an investment policy of structuring the investment portfolio in such a manner as to provide sufficient liquidity to pay obligations as they come due. The Town's investment policy limits the maturities on individual investments to no more than two years.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Town's investment policy states that assets shall be diversified to control the risk of loss resulting from concentration of assets to a specific maturity, instrument, issue, dealer, or bank through which these securities are bought and sold.

Fair Value Measurement – When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 2 – DEPOSITS AND INVESTMENTS (Continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the Town's investments have been reported at amortized cost above.

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2024, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 3 – PROPERTY TAXES

Property taxes are assessed as of January 1 each year and are first billed (levied) and due the following November 1.

Under Florida law, the assessment of all properties and the collection of all county, municipal, school board and special district property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws for the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The millage rate assessed by the Town for the fiscal year ended September 30, 2024 was 3.9235 mills.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 3 – PROPERTY TAXES (Continued)

The tax levy of the Town is established by the Commission prior to October 1 of each year, and the County Property Appraiser incorporates the millage into the local tax levy, which includes Broward County, Broward County School Board and special taxing districts.

All property is reassessed according to its fair market value as of January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of State Statutes.

All real and tangible personal property taxes are due and payable on November 1 each year. Broward County mails to each property owner on the assessment roll a notice of the taxes due and Broward County also collects the taxes for the Town. Taxes may be paid upon receipt of such notice from Broward County, with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January, and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April of the year following the year in which taxes were assessed. Procedures for the collection of delinquent taxes by Broward County are provided for in the Laws of Florida. There were no material delinquent property taxes at September 30, 2024.

NOTE 4 – RECEIVABLES

Receivables for the Town's funds as of September 30, 2024 were as follows:

	General	Sewer		
	Fund	Utility	Parking	Total
Receivables:		System		
Billed	\$ 30,632	\$ 223,356	\$ 38,372	\$ 292,360
Intergovernmental	2,445	-	-	2,445
Franchise fees and taxes	241,489	-	-	241,489
Other	153,030	-	-	153,030
Total receivables	<u>\$ 427,596</u>	<u>\$ 223,356</u>	<u>\$ 38,372</u>	<u>\$ 689,324</u>

The accounts receivable balance at September 30, 2024 in the General Fund includes \$15,000 received after September 30, 2024 from the Town consultant, Conceptual Communications, on behalf of Republic National as a contribution towards the fiscal year 2024 Friday Night Music Series. The contribution was deposited by the Town on November 5, 2024.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 5 – UNEARNED REVENUES

Unearned revenue reported in the governmental funds and the basic financial statements as of September 30, 2024 was as follows:

	Governmental Activities	Business-type Activities
Business tax receipts	\$ 59,375	\$ -
El Mar streetscape improvements	31,100	-
Fire fees	61,468	-
Permit fees	64,728	-
Other	13,695	8,066
	<u>\$ 230,366</u>	<u>\$ 8,066</u>

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables at September 30, 2024 were as follows:

	Receivable	Payable
General Fund	\$ 48,796	\$ 544,577
Building Fund	414,021	-
Fire Fund	55,664	-
Capital Projects Fund	-	13,204
Sewer Utility System Fund	74,892	-
Parking Fund	-	35,592
	<u>\$ 593,373</u>	<u>\$ 593,373</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made.

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

	Transfers In	Transfers Out
General Fund	\$ 150,000	\$ 1,500,000
Building Fund	-	100,000
Fire Fund	-	50,000
Capital Projects Fund	2,500,000	-
Parking Fund	-	1,000,000
	<u>\$ 2,650,000</u>	<u>\$ 2,650,000</u>

Transfers between funds were to move revenues from the fund where collection occurred to the fund where funds have been reallocated for use.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 7 – CAPITAL ASSETS

Capital assets for the governmental activities for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance (Restated)	Additions	Deductions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 1,955,408	\$ -	\$ -	\$ 1,955,408
Construction in progress	1,869,708	2,431,812	-	4,301,520
Total capital assets, not being depreciated	3,825,116	2,431,812	-	6,256,928
Capital assets, being depreciated:				
Building and building improvements	8,183,091	-	(3,915)	8,179,176
Improvements other than buildings	30,924,058	300,394	-	31,224,452
Furniture, fixtures, machinery and equipment	1,597,806	9,789	-	1,607,595
Motor vehicles	1,950,831	-	-	1,950,831
Infrastructure	5,902,121	-	-	5,902,121
Right-to-use leased vehicles	9,198	-	-	9,198
Software subscription	142,354	-	-	142,354
Total capital assets, being depreciated	48,709,459	310,183	(3,915)	49,015,727
Less accumulated depreciation/amortization:				
Building and building improvements	1,989,685	168,433	(3,915)	2,154,203
Improvements other than buildings	14,150,730	1,025,516	-	15,176,246
Furniture, fixtures, machinery and equipment	1,597,806	-	-	1,597,806
Motor vehicles	972,995	226,897	-	1,199,892
Infrastructure	4,923,352	24,750	-	4,948,102
Right-to-use leased vehicles	5,660	2,830	-	8,490
Software subscription	64,139	64,139	-	128,278
Total accumulated depreciation	23,704,367	1,512,565	(3,915)	25,213,017
Total capital assets, being depreciated, net	25,005,092	(1,202,382)	-	23,802,710
Governmental activities capital assets, net	\$ 28,830,208	\$ 1,229,430	\$ -	\$ 30,059,638

Capital assets for the business-type activities for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance (Restated)	Additions	Deductions	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 13,820,052	\$ -	\$ -	\$ 13,820,052
Total capital assets, not being depreciated	13,820,052	-	-	13,820,052
Capital assets, being depreciated:				
Buildings and utility plant	7,258,088	-	-	7,258,088
Equipment	412,585	-	-	412,585
Right-to-use leased vehicles	1,150	-	-	1,150
Total capital assets, being depreciated	7,671,823	-	-	7,671,823
Less accumulated depreciation/amortization:				
Buildings and utility plant	2,173,545	117,958	-	2,291,503
Equipment	240,261	32,278	-	272,539
Right-to-use leased vehicles	679	354	-	1,033
Total accumulated depreciation	2,414,485	150,590	-	2,565,075
Total capital assets, being depreciated, net	5,257,338	(150,590)	-	5,106,748
Business-type activities capital assets, net	\$ 19,077,390	\$ (150,590)	\$ -	\$ 18,926,800

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 7 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions/programs of the Town as follows:

Governmental activities:	
General government	\$ 93,279
Public safety	65,349
Transportation	200,429
Recreation	54,215
Physical environment	1,099,293
Total depreciation expense, governmental activities	<u>\$ 1,512,565</u>
Business-type activities:	
Sewer utility	\$ 61,485
Parking	89,105
Total depreciation/amortization expense, business-type activities	<u>\$ 150,590</u>

NOTE 8 – LONG-TERM LIABILITIES

Note Payable

On September 1, 2022, the Town entered an installment note agreement to acquire the Flamingo East parking lot. The terms of the purchase were that the Town acquired the parking lot for \$5,100,000, paying \$2,000,000 on September 1, 2022 and the remaining balance in three payments of \$1,033,333 each due annually on the September 1. During the current fiscal year, the Town paid off the balance of the Note in the amount of \$1.6 million.

Changes in long-term liabilities for governmental activities for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities:</u>					
Compensated absences	\$ 137,389	\$ 41,943	\$ -	\$ 179,332	\$ 13,739
Leases payable	3,556	-	(2,844)	712	712
Software subscription liability	29,594	-	(29,594)	-	-
	<u>\$ 170,539</u>	<u>\$ 41,943</u>	<u>\$ (32,438)</u>	<u>\$ 180,044</u>	<u>\$ 14,451</u>

For governmental activities, compensated absences are generally liquidated by the general fund.

Changes in long-term liabilities for business-type activities for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Business-type activities</u>					
Leases payable	\$ 444	\$ -	\$ (355)	\$ 89	\$ 89
Note payable	1,600,000	-	(1,600,000)	-	-
	<u>\$ 1,600,444</u>	<u>\$ -</u>	<u>\$ (1,600,355)</u>	<u>\$ 89</u>	<u>\$ 89</u>

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 9 – LEASES

Lease Receivable

On February 28, 2013, the Town entered into an agreement to lease certain real property for use as a restaurant. The initial term of the lease is for a period of five years commencing on March 1, 2013 and ending February 28, 2018, with an option for additional five year renewal options. The lease was renewed through February 28, 2028. The lessee is required to make monthly fixed payments of \$10,000 subject to a five percent annual increase. The lease has an interest rate of 0.2630%. The Town recognized lease revenue of \$129,599 during the fiscal year.

Lease Payable

In a prior year, the Town entered into a lease as Lessee for the use of Vehicle - Sedan Cars that terminates in January 2025. As of 09/30/2024, the value of the lease liability is \$712. The Town is required to make monthly fixed payments of \$290. The lease has an interest rate of 0.4080%. The value of the right to use asset as of 09/30/2024 is \$10,348 with accumulated amortization of \$9,552. The lease has a guaranteed residual value payment of \$2,990.

Parking Lot License Agreement

On November 10, 2015, the Town entered into an agreement to license to use a certain parcel of land from Florida Development Group, Inc. ("Licensor") for use as a public parking lot. The agreement may be terminated by either party provided the other party provides not less than 180 days' prior written notice, provided no termination of the agreement shall be effective prior to October 30, 2016. In accordance with the agreement, the Town shall pay Licensor, on a monthly basis, a license fee in an amount equal to 50% of the prior month's net parking revenues (as defined in the lease agreement). In accordance with the agreement, the Town paid the Licensor approximately \$69,100 during fiscal year ended September 30, 2024.

NOTE 10 –SUBSCRIPTION LIABILITY

In a prior year, the Town entered into a subscription for the use of Tyler Software that terminates in December 2024. An initial subscription liability was recorded in the amount of \$59,739. As of September 30, 2024, the value of the subscription liability is \$0. The Town was required to make annual fixed payments of \$30,972. The subscription has an interest rate of 3.3467%. The value of the right to use asset as of September 30, 2024 was \$142,354 with accumulated amortization of \$128,279.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Interlocal Agreements

The Town entered into an interlocal agreement with Broward Sheriff's Office on September 26, 2016 with an effective date of October 1, 2016 for police services in the Town. The agreement is for a five (5) year period and can be renewed for an additional period of five (5) year each, for a total of ten (10) years, without further action of the parties, unless terminated by either party as provided in the agreement. The Town began the renewal period on October 1, 2022. During the fiscal year ended September 30, 2024, the Town paid \$5,862,002 under this agreement.

Plan Examinations and Building Inspection Services

The Town contracts with C.A.P. Government, Inc. to conduct plan examinations and building inspection services. In accordance with the terms of its agreement with the Town, C.A.P. Government, Inc. collected \$2,252,366 in the current fiscal year, of which the Town received 25% of actual revenue received for permit applications.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 11 – COMMITMENTS AND CONTINGENCIES (Continued)

Grants

Grant monies received and disbursed by the Town are for specific purposes and may be subject to audit by the grantor agencies. Such audits may result in requests for reimbursements due to disallowed expenditures or other actions by grantor agencies. Based upon prior experience, the Town does not believe that such disallowances or other actions taken by the grantor agencies, if any, would have a material effect on the financial position of the Town.

Litigation, Claims and Assessments

The Town is a defendant in various lawsuits incidental to its operations. As of the report date, the outcome of these matters cannot be determined and, therefore, no amounts related to these matters have been reflected in the financial statements.

NOTE 12 – FLORIDA RETIREMENT SYSTEM

General Information – The Town participates in the statewide Florida Retirement System (“FRS”). The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

All of the Town’s full-time employees are eligible to enroll as members of the FRS. All rates, benefits and amendments are established by the State of Florida through its legislative body. A annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, P.O. Box 9000, Tallahassee, Florida, 32315-9000; phone 850-488-5706; website (www.dms.myflorida.com).

The Town’s FRS pension expense totaled \$528,241 for the fiscal year ended September 30, 2024.

FRS Pension Plan

Plan Description – The FRS Pension Plan (Plan) is a cost-sharing, multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The classes of membership within the Town are as follows:

- Regular Class – Member of the FRS who do not qualify for membership in another class.
- Senior Management Service Class – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

The DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Basis of Accounting – The FRS fiduciary financial statements are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Member contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized when due in the period in which employee services are performed and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

Contributions – The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2024 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u>		<u>Percent of Gross Salary</u>	
	<u>October 1, 2023 to June 30, 2024</u>		<u>July 1, 2024 to September 30, 2024</u>	
	<u>Employee</u>	<u>Employer (1)</u>	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	13.57	3.00	13.63
FRS, Senior Management	3.00	32.67	3.00	32.79

(1) Employer rates include a postemployment HIS contribution rate of 2.00%. Also, employer rates include 0.06% for administrative costs of the Investment plan.

The Town's contributions to the Plan totaled \$355,750 for the fiscal year ended September 30, 2024. This excludes the HIS defined benefit pension plan contributions.

Benefits Provided – Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation (AFC). For members initially enrolled before July 1, 2011, the AFC is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the AFC is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

Per Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

FRS Pension Plan (Continued)

The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 years of service	1.68
Senior Management Service Class	2.00

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2024, the Town reported a liability of \$ \$2,696,902 for its proportionate share of the Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town's proportionate share of the net pension liability was based on the Town's contributions for the year ended June 30, 2024 relative to the contributions made during the year ended June 30, 2024 of all participating members. At June 30, 2024, the Town's proportionate share was 0.00697% which was an increase of 0.00007% from its proportionate share measured as of June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued) - For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$350,744 related to the Pension Plan. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 272,460	\$ -
Change of assumptions	369,635	-
Net difference between projected and actual earnings on FRS pension plan investments	-	(179,250)
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	20,513	(98,579)
Town FRS contributions subsequent to the measurement date	96,336	-
Total	<u>\$ 758,944</u>	<u>\$ (277,829)</u>

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

FRS Pension Plan (Continued)

The deferred outflows of resources related to pensions, totaling \$96,336, resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2025	\$ (94,724)
2026	432,206
2027	20,515
2028	994
2029	25,788
Thereafter	-
Total	\$ 384,779

Actuarial Assumptions – The total pension liability in the July 1, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.50%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation

Mortality rates were based on the PUB-2010 base table, with variations by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

Actuarial Assumptions (Continued) - The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric annual rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	Geometric Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate (property)	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
Total	100.0%			
Assumed inflation - mean			2.4%	1.5%

(1) As outlined in the Plan's investment policy

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

FRS Pension Plan (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 6.70%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate – The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.70%) or 1-percentage-point higher (7.70%) than the current rate:

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
Town's proportionate share of net pension liability	\$ 4,743,756	\$ 2,696,902	\$ 982,228

Pension Plan Fiduciary Net Position – Detailed information about the Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Annual comprehensive Financial Report.

HIS Pension Plan

Plan Description – The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided – In general, eligible retirees and beneficiaries receive a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the contribution rate was 2.00% of payroll, pursuant to section 112.363, Florida Statutes. The Town contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Town's contributions to the HIS Plan totaled \$36,254 for the fiscal year ended September 30, 2024.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy Program (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2024, the Town reported a net pension liability of \$ \$919,837 for its proportionate share of the HIS Program's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2024. The Town's proportionate share of the net pension liability was based on the year ended June 30, 2024 contributions relative to the year ended June 30, 2024 contributions of all participating members. At June 30, 2024, the Town's proportionate share was 0.00613%, which was an increase of 0.00028% from its proportionate share measured as of June 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued) – For the fiscal year ended September 30, 2024, the Town recognized a pension expense of \$39,993 related to the HIS Program. In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 8,882	\$ (1,766)
Change of assumptions	16,279	(108,897)
Net difference between projected and actual earnings on HIS pension plan investments	-	(333)
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	43,917	(39,706)
Town HIS contributions subsequent to the measurement date	12,509	-
Total	<u>\$ 81,587</u>	<u>\$ (150,702)</u>

The deferred outflows of resources related to pensions, totaling \$12,509, resulting from Town contributions to the HIS Program subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2025	\$ (14,356)
2026	(19,228)
2027	(25,580)
2028	(17,629)
2029	(4,414)
Thereafter	(418)
Total	<u><u>\$ (81,625)</u></u>

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

Retiree Health Insurance Subsidy Program (Continued)

Actuarial Assumptions – The total pension liability in the July 1, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.50%, average, including inflation
Investment rate of return	3.93%

Mortality rates were based on the PUB-2010 base table, with variations by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

Discount Rate – The discount rate used to measure the total pension liability was 3.39%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.39%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.93%) or 1-percentage-point higher (4.93%) than the current rate:

	1% Decrease 2.93%	Current Discount Rate 3.93%	1% Increase 4.93%
Town's proportionate share of net pension liability	\$ 1,047,116	\$ 919,837	\$ 814,175

Pension Plan Fiduciary Net Position – Detailed information about the HIS Plan's fiduciary net position is available in the FRS Pension Plan and Other State Administered Systems Annual comprehensive Financial Report.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 12 – FLORIDA RETIREMENT SYSTEM (Continued)

FRS – Defined Contribution Pension Plan

The Town contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Annual comprehensive Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

Eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Local Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices.

Allocations to the investment member's accounts during the 2024 fiscal year were as follows:

Class	Percent of Gross Compensation October 1, 2023 to June 30, 2024	Percent of Gross Compensation July 1, 2024 to September 30, 2024
FRS, Regular	8.30%	8.30%
FRS, Senior management	9.67%	16.00%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance.

Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of payroll and by forfeited benefits of Investment Plan members. The fee for the FRS Investment Plan was .06 percent.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$137,504 for the fiscal year ended September 30, 2024.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 13 – VOLUNTEER FIREFIGHTERS PENSION FUND

The Town sponsors the Volunteer Firefighters Pension Plan, a single-employer Public Employee Retirement System defined benefit pension plan. The Plan was established by Ordinance enacted by the Town Council to provide for the creation and operation of the Volunteer Firefighters Pension Plan. The Plan is governed by a five member Board of Trustees. The Board of Trustees' duties include, amongst other responsibilities, making recommendations regarding changes in the provisions of the Plan and its investment policies; however, any changes to the Plan must be approved by the Town Commission. The Plan is reported as a pension trust fund and is included as part of the Town's reporting entity. The Plan was effectively closed on September 1, 2023.

Basis of Accounting – The Volunteer Firefighters Pension Plan ("Plan") financial statements are prepared on the accrual basis of accounting. All contributions are recognized when due, pursuant to formal commitments, as well as statutory or contractual requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Administrative expenses are recorded when incurred.

Method Used to Value Cash – All short-term investments with an original term of less than three months are considered cash equivalents.

Plan Termination – As of September 1, 2023, the Town of Lauderdale-by-the-Sea terminated its contract for volunteer firefighter services with the Lauderdale-by-the-Sea Volunteer Fire Department, Inc. This termination resulted in the closure of the volunteer firefighters' pension plan, as there were no longer any active participants and no further contributions were expected. Consequently, the plan recorded an estimated termination liability of \$3,066,297 as of September 30, 2023. During the fiscal year ending September 30, 2024, the Board calculated and distributed the present-day value of each participant's or retiree's accrued benefits in cash lump sum payments, totaling \$2,947,379 leaving \$118,919 in the plan termination liability at September 30, 2024. By September 30, 2024, all benefits due to participants had been paid. The remaining assets in the plan will be remitted to the State and the Town by September 1, 2025, in accordance with Florida Statute §175.361(4).

NOTE 14 – DEFERRED COMPENSATION PLAN

The Town offers its employees a deferred compensation plan created in accordance with Internal Revenue Code, Section 457. The plan, available to all Town employees, permits them to defer a portion of their salary until future years. The plan was established, and the provisions of the plan, including contribution rates, may be amended by the Town Commission. As outlined in the Town's personnel policies manual, if an employee eligible to participate in the Town's health insurance program does not elect to participate, the Town will contribute 80% of the Town's normal health insurance contribution for an employee with no spouse or dependent coverage to the deferred compensation plan on their behalf in lieu of providing health insurance. Additionally, contributions are also paid to the deferred compensation plan on behalf of the Town Manager. Except for the plan provisions related to loans, the deferred compensation is not available to the employees until termination, retirement, death or unforeseeable emergency. The plan is administered by Nationwide Retirement Solutions. Except for the plan provisions related to loans, the Town has no fiduciary responsibility for the plan and therefore, the Town does not report the balances and activities in its financial statements. During the current fiscal year, the Town contributed approximately \$26,340 on behalf of employees to the deferred compensation plan and employees contributed approximately \$91,861.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 15 – OTHER POST EMPLOYMENT BENEFITS

Plan Description – Pursuant to Section 112.081, Florida Statutes, the Town is required to permit eligible retirees and their eligible dependents to participate in the Town's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. These retirees pay 100% of the blended rate for active and retired employees. Because the blended rate is greater than that of a plan including active employees only and less than that of a plan including retirees only, the amount the Town expends for active employees includes an implicit subsidy for participating retirees and dependents.

Membership – Participants of the plan consisted of the following at September 30, 2024:

Retirees and beneficiaries	
currently receiving benefits	1
Active employees	43
Total	<u>44</u>

Changes in Net OPEB Liability – Sources of changes in the net OPEB liability were as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2022	\$ 97,641	\$ -	\$ 97,641
Changes due to:			
Service cost	7,186	-	7,186
Interest	4,829	-	4,829
Differences between expected and actual experience	(12,994)	-	(12,994)
Changes of assumptions	(10,506)	-	(10,506)
Benefit payments	(7,234)	-	(7,234)
Balance as of September 30, 2023	<u>\$ 78,922</u>	<u>\$ -</u>	<u>\$ 78,922</u>

Actuarial Methods and Assumptions – Significant assumptions used to calculate the total OPEB liability were as follows:

Measurement date	September 30, 2023
Actuarial valuation date	September 30, 2023
Funding Method	Entry Age Cost Method (Level % of Pay)
Actuarial assumptions:	
Discount Rate	4.87%
Inflation Rate	2.50% per year
Salary Increase Rate	2.50% per year
Health Care Participation Rate	20% participation assumed, with 50% electing spouse coverage
Health Care Inflation	7.00% in fiscal 2024, grading down to ultimate rate of 4% in fiscal 2075
Mortality Rate	PubG-2010 Mortality Table projected to the valuation date using MP-2020.
Retirement Rates	100% at Age 60

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 15 – OTHER POST EMPLOYMENT BENEFITS (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate – The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.87%) or 1-percentage-point higher (5.87%) than the current discount rate:

1% Decrease	Current Discount Rate	1% Increase
3.87%	4.87%	5.87%
\$ 86,461	\$ 78,922	\$ 72,440

Sensitivity of the Net OPEB Liability Using Alternative Healthcare Cost Trend Rates – The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

1% Decrease	Healthcare Cost Trend Rate	1% Increase
3.00% - 6.00%	4.00% - 7.00%	5.00% - 8.00%
\$ 71,969	\$ 78,922	\$ 87,140

OPEB Expense – For the fiscal year ended September 30, 2024, the Town recognized OPEB expense of (\$9,785).

NOTE 16 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and natural disasters for which the Town carries commercial insurance. There were no significant reductions in insurance coverage from the prior fiscal year. The Town provides employee medical benefits through commercial insurance coverage. Settlements during the previous three years did not exceed insurance coverage.

NOTE 17 – RELATED PARTIES

A member of the commission is the son-in-law of the owner of the company that has the leasing rights to a privately-owned 900-foot ocean pier in the Town. The pier has unrepaired damage from past storms including a portion that collapsed on November 10, 2022 as a result of Hurricane Nicole. The pier has code violations currently before the Town's Special Magistrate. As of March 11, 2025 approximately \$279,200 in code violations have accrued on the property and additional fines accrue at \$200 per day. It is not certain when the owner of the pier will address the code violations as a plan to rebuild the pier is being considered but requires extensive permitting before any demolition or construction could take place.

NOTE 18 – PRONOUNCEMENTS ISSUED, BUT NOT YET ADOPTED

GASB 101: Compensated Absences

GASB Statement No. 101, issued in June 2022 and effective for fiscal years beginning after December 15, 2023, updates the recognition and measurement guidance for compensated absences. This statement requires that liabilities for compensated absences be recognized for leave that has not been used and for leave that has been used but not yet paid in cash or settled through noncash means.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

NOTE 18 – PRONOUNCEMENTS ISSUED, BUT NOT YET ADOPTED (Continued)

GASB 102: Certain Risk Disclosures

GASB Statement No. 102, issued in December 2023 and effective for fiscal years beginning after June 15, 2024, requires disclosures about certain risks that could significantly affect the government's financial position.

GASB 103: Financial Reporting Model Improvements

GASB Statement No. 103, issued in April 2024 and effective for fiscal years beginning after June 15, 2025, aims to improve the financial reporting model by enhancing the clarity and usefulness of financial statements.

GASB 104: Disclosure of Certain Capital Assets

GASB Statement No. 104, issued in September 2024 and effective for fiscal years beginning after June 15, 2025, requires enhanced disclosures about certain capital assets, including detailed information on the nature and extent of capital assets held by the government.

The Town's management has not yet determined the effect these Statements will have on the Town's financial statements.

NOTE 19 – PRIOR PERIOD ADJUSTMENT

The 2024 report has adjusted the following items in the 2023 report:

	Governmental Activities	Business-type Activities
Net position - beginning, as previously stated	\$ 35,370,874	\$ 24,122,176
Overstatement of accumulated depreciation	1,922,052	41,680
Net position - beginning, as restated	<u>\$ 37,292,926</u>	<u>\$ 24,163,856</u>

**REQUIRED SUPPLEMENTARY INFORMATION
(OTHER THAN MD&A)**

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE –
GENERAL FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted		Variance with	
	Amounts		Final Budget-	
	Original & Final	Actual	Positive	(Negative)
		Amounts		
Revenues:				
Property taxes	\$ 12,550,550	\$ 12,751,524	\$ 200,974	
Franchise fees and utility taxes	2,022,499	2,295,869	273,370	
Intergovernmental	1,171,584	1,123,724	(47,860)	
Fines and forfeitures	60,000	151,053	91,053	
Charges for services	14,850	13,340	(1,510)	
Licenses and permits	145,000	212,170	67,170	
Interest income	-	708,664	708,664	
Grant revenue	-	35,415	35,415	
Miscellaneous revenues	298,135	320,098	21,963	
Total revenues	16,262,618	17,611,857	1,349,239	
Expenditures:				
General government departments:				
Commission	320,171	272,046	48,125	
Donations	66,500	66,500	-	
Visitor center	148,638	86,477	62,161	
Administration	1,237,057	1,239,120	(2,063)	
Attorney	458,000	335,144	122,856	
General	1,254,425	1,015,087	239,338	
Business development	562,269	324,596	237,673	
Total general government	4,047,060	3,338,970	708,090	
Other departments:				
Police department	6,106,142	5,955,215	150,927	
Emergency medical services	460,000	471,500	(11,500)	
Development services	861,398	694,231	167,167	
Municipal services	3,834,144	3,405,775	428,369	
Recreation services	113,400	109,441	3,959	
Total other departments	11,375,084	10,636,162	738,922	
Total expenditures	15,422,144	13,975,132	1,447,012	
Excess (deficiency) of revenues over (under) expenditures	840,474	3,636,725	2,796,251	
Other financing sources (uses):				
Use of fund balance	9,526	-	(9,526)	
Transfers in	150,000	150,000	-	
Transfers out	(1,000,000)	(1,500,000)	(500,000)	
Total other financing sources (uses)	(840,474)	(1,350,000)	(509,526)	
Net change in fund balance	\$ -	2,286,725	\$ 2,286,725	
Fund balance, beginning		7,934,988		
Fund balance, ending		\$ 10,221,713		

See notes to Required Supplementary Information.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE –
BUILDING FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts	Actual	Variance With Final Budget-
	Original & Final	Amounts	Positive (Negative)
Revenues:			
Licenses and permits	\$ 1,138,593	\$ 2,283,520	\$ 1,144,927
Total revenues	<u>1,138,593</u>	<u>2,283,520</u>	<u>1,144,927</u>
Expenditures:			
Current:			
Public safety	1,153,593	1,958,239	(804,646)
Capital outlay	-	1,452	(1,452)
Total expenditures	<u>1,153,593</u>	<u>1,959,691</u>	<u>(806,098)</u>
Excess (deficiency) of revenues over (under) expenditures	(15,000)	323,829	338,829
Other financing sources (uses):			
Use of fund balance	115,000	-	(115,000)
Transfers in / (out)	(100,000)	(100,000)	-
Total other financing sources (uses)	<u>15,000</u>	<u>(100,000)</u>	<u>(115,000)</u>
Net change in fund balances	<u>\$ -</u>	<u>223,829</u>	<u>\$ 223,829</u>
Fund balance, beginning		<u>1,024,653</u>	
Fund balance, ending		<u>\$ 1,248,482</u>	

See notes to Required Supplementary Information.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE –
FIRE FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>	<u>Actual</u>	<u>Variance With Final Budget -</u>
	<u>Original & Final</u>	<u>Amounts</u>	<u>Positive (Negative)</u>
Revenues:			
Fire assessments	\$ 1,135,015	\$ 1,154,894	\$ 19,879
Charges for services	37,000	89,284	52,284
Interest income	-	8,078	8,078
Miscellaneous revenues	1,000	50	(950)
Total revenues	<u>1,173,015</u>	<u>1,252,306</u>	<u>79,291</u>
Expenditures:			
Current:			
Public Safety	1,322,000	986,025	335,975
Capital outlay	-	8,845	(8,845)
Total expenditures	<u>1,322,000</u>	<u>994,870</u>	<u>327,130</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(148,985)</u>	<u>257,436</u>	<u>406,421</u>
Other financing sources (uses):			
Use of fund balance	198,985	-	(198,985)
Transfers out	50,000	(50,000)	(100,000)
Total other financing sources (uses)	<u>248,985</u>	<u>(50,000)</u>	<u>(298,985)</u>
Net change in fund balances	<u>\$ 100,000</u>	<u>207,436</u>	<u>\$ 107,436</u>
Fund balance, beginning		<u>977,099</u>	
Fund balance, ending		<u>\$ 1,184,535</u>	

See notes to Required Supplementary Information.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
NOTE TO BUDGETARY COMPARISON SCHEDULE
FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

Annual appropriated budgets are adopted for all governmental funds on a basis consistent with accounting principles generally accepted in the United States.

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- (a) In July, the Town Manager submits to the Commission a proposed operating and capital budget for the ensuing fiscal year. The budget includes proposed expenditures and the means of financing them.
- (b) Public hearings are conducted to obtain taxpayer comments.
- (c) Prior to October 1, the budget is legally enacted through passage of an ordinance.
- (d) The Town Commission, by motion, may make supplemental appropriations for the fiscal year.
- (e) Formal budgetary integration is employed as a management control device during the fiscal year for the general fund.
- (f) The Town Manager is authorized to transfer part or all of an unencumbered appropriation balance within a department; however, any revisions that alter the total appropriations of any fund must be approved by the Town Commission. The classification detail at which expenditures may not legally exceed appropriations is at the department level.
- (g) Unencumbered appropriations lapse at fiscal year-end. Encumbered amounts are reappropriated in the following fiscal year's budget.
- (h) Budgeted amounts are as originally adopted or as amended.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY –
FLORIDA RETIREMENT SYSTEM
FISCAL YEAR ENDED SEPTEMBER 30, 2024

Schedule of the Town's Proportionate Share of the Net Pension Liability -
Florida Retirement System Pension Plan
Last 10 Years (1) (2)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the FRS net pension liability	0.00697%	0.00690%	0.00721%	0.00720%	0.00724%	0.00821%	0.00838%	0.00811%	0.00739%	0.00716%
Town's proportionate share of the FRS net pension liability	\$ 2,696,902	\$ 2,748,328	\$ 2,682,141	\$ 543,717	\$ 3,136,558	\$ 2,827,042	\$ 2,523,345	\$ 2,397,897	\$ 1,867,084	\$ 925,142
Town's covered employee payroll	\$ 1,763,625	\$ 1,689,546	\$ 1,743,670	\$ 1,647,208	\$ 1,704,272	\$ 1,804,862	\$ 1,812,223	\$ 1,652,978	\$ 1,907,616	\$ 1,837,884
Town's proportionate share of the FRS net pension liability as a percentage of its covered employee payroll	152.92%	162.67%	153.82%	33.01%	184.04%	156.63%	139.24%	145.07%	97.88%	50.34%
FRS plan fiduciary net position as a percentage of the total pension liability	83.70%	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

Schedule of the Town's Proportionate Share of the Net Pension Liability -
Health Insurance Subsidy Pension Plan
Last 10 Years (1) (2)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the HIS net pension liability	0.00613%	0.00585%	0.00629%	0.00625%	0.00634%	0.00640%	0.00634%	0.00604%	0.00618%	0.00599%
Town's proportionate share of the HIS net pension liability	\$ 919,837	\$ 928,808	\$ 665,824	\$ 766,557	\$ 774,159	\$ 716,401	\$ 670,555	\$ 645,544	\$ 720,176	\$ 610,760
Town's covered employee payroll	\$ 1,763,625	\$ 1,689,546	\$ 1,743,670	\$ 1,647,208	\$ 1,704,272	\$ 1,804,862	\$ 1,812,223	\$ 1,652,978	\$ 1,907,616	\$ 1,837,884
Town's proportionate share of the HIS net pension liability as a percentage of its covered employee payroll	52.16%	54.97%	38.19%	46.54%	45.42%	39.69%	37.00%	39.05%	37.75%	33.23%
HIS plan fiduciary net position as a percentage of the total pension liability	4.80%	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

(1) The amounts presented for each year were determined as of the measurement date, June 30.

(2) Information is only available for the years presented.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PENSION CONTRIBUTIONS –
FLORIDA RETIREMENT SYSTEM
FISCAL YEAR ENDED SEPTEMBER 30, 2024

Schedule of the Town Contributions -
Florida Retirement System Pension Plan
Last 10 Fiscal Years (1) (2)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required FRS contribution	\$ 355,750	\$ 307,950	\$ 263,843	\$ 232,940	\$ 222,200	\$ 229,363	\$ 228,094	\$ 201,918	\$ 213,343	\$ 203,842
FRS contributions in relation to the contractually required contribution	(355,750)	(307,950)	(263,843)	(232,940)	(222,200)	(229,363)	(228,094)	(201,918)	(213,343)	(203,842)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Town's covered employee payroll	\$ 1,812,720	\$ 1,704,957	\$ 1,680,556	\$ 1,645,548	\$ 1,717,336	\$ 1,741,337	\$ 1,822,995	\$ 1,710,062	\$ 1,987,533	\$ 1,854,933
FRS contributions as a percentage of covered employee payroll	19.63%	18.06%	15.70%	14.16%	12.94%	13.17%	12.51%	11.81%	10.73%	10.99%

Schedule of the Town Contributions -
Health Insurance Subsidy Pension Plan
Last 10 Fiscal Years (1) (2)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required HIS contribution	\$ 36,254	\$ 29,652	\$ 27,897	\$ 27,317	\$ 28,507	\$ 28,905	\$ 30,262	\$ 28,387	\$ 32,944	\$ 25,157
HIS contributions in relation to the contractually required contribution	(36,254)	(29,652)	(27,897)	(27,317)	(28,507)	(28,905)	(30,262)	(28,387)	(32,944)	(25,157)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Town's covered employee payroll	\$ 1,812,720	\$ 1,704,957	\$ 1,680,556	\$ 1,645,548	\$ 1,717,336	\$ 1,741,337	\$ 1,822,995	\$ 1,710,062	\$ 1,987,533	\$ 1,854,933
HIS contributions as a percentage of covered employee payroll	2.00%	1.74%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.36%

(1) The amounts presented for each fiscal year were determined as of September 30.

(2) Information is only available for the years presented.

A publicly available financial statement for the Plan can be obtained from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, PO Box 9000, Tallahassee, Florida, 32315-9000; phone 850-488-5706; website (www.dms.myflorida.com) which includes additional financial reporting requirements, including the annual money-weighted rate of return on pension plan investments.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE TOWN'S NET OPEB LIABILITY
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	2024	2023	2022	2021	2020	2019	2018
Fiscal Year Ended September 30,							
Total OPEB Liability							
Beginning balance	\$ 97,641	\$ 116,323	\$ 143,716	\$ 119,631	\$ 135,003	\$ 138,275	\$ 141,778
Service cost	7,183	9,181	13,003	10,737	9,749	10,075	10,466
Interest	4,829	2,969	3,248	4,502	5,772	5,176	4,485
Differences between expected and actual experience	(12,994)	-	7,667	-	(26,873)	-	-
Changes in assumptions	(10,506)	(24,103)	(41,322)	18,138	9,467	(6,121)	(7,050)
Benefit payments	(7,234)	(6,729)	(9,989)	(9,292)	(13,487)	(12,402)	(11,404)
Ending balance (a)	\$ 78,919	\$ 97,641	\$ 116,323	\$ 143,716	\$ 119,631	\$ 135,003	\$ 138,275
Plan Fiduciary Net Position							
Beginning balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service cost	-	-	-	-	-	-	-
Expected interest growth	-	-	-	-	-	-	-
Changes in assumptions	-	-	-	-	-	-	-
Benefit payments	-	-	-	-	-	-	-
Ending balance (b)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net OPEB Liability (a -b)							
	\$ 78,919	\$ 97,641	\$ 116,323	\$ 143,716	\$ 119,631	\$ 135,003	\$ 138,275
Plan fiduciary net position as a percentage of total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered employee payroll	\$ 2,608,507	\$ 2,049,012	\$ 1,999,036	\$ 1,991,464	\$ 1,942,891	\$ 2,073,315	\$ 2,022,746
Net OPEB liability as a percentage of covered employee payroll	3.03%	4.77%	5.82%	7.22%	6.16%	6.51%	6.84%

BUDGETARY COMPARISON SCHEDULES

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET TO ACTUAL
CAPITAL PROJECTS FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted		Variance with
	Amounts		Final Budget-
	Original & Final	Actual Amounts	Positive
			(Negative)
Revenues:			
Interest income	\$ -	\$ 8,106	\$ 8,106
Grant revenue	-	511,571	511,571
Miscellaneous	5,000	244,617	239,617
Total revenues	5,000	764,294	759,294
Expenditures:			
General Government:			
Administrative	128,560	117,649	10,911
Capital outlay	4,048,345	2,733,055	1,315,290
Total expenditures	4,176,905	2,850,704	1,326,201
Excess (deficiency) of revenues over (under) expenditures	(4,171,905)	(2,086,410)	2,085,495
Other financing sources (uses):			
Transfers in	2,000,000	2,500,000	500,000
Use of fund balance	2,171,905	-	(2,171,905)
Total other financing sources (uses)	4,171,905	2,500,000	(1,671,905)
Net change in fund balance	\$ -	413,590	\$ 413,590
Fund balance, beginning		1,710,923	
Fund balance, ending		\$ 2,124,513	

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE – BUDGET TO ACTUAL
SPECIAL REVENUE FUND
POLICE TRAINING AND FORFEITURE FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	<u>Budgeted Amounts</u>	<u>Actual</u>	<u>Variance With</u>
	<u>Original & Final</u>	<u>Amounts</u>	<u>Final Budget-</u>
			<u>Positive (Negative)</u>
Revenues:			
Fines and forfeitures	\$ -	\$ -	\$ -
Total revenues	-	-	-
Expenditures:			
Current:			
Public Safety	-	15,462	(15,462)
Total expenditures	-	15,462	(15,462)
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	(15,462)	<u>\$ (15,462)</u>
Fund balance, beginning		<u>15,660</u>	
Fund balance, ending		<u>\$ 198</u>	

STATISTICAL SECTION

STATISTICAL SECTION

This part of the Town of Lauderdale-By-The-Sea's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

Operating and Other Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant fiscal year.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 1
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCURAL BASIS OF ACCOUNTING)
(ACCOUNTS EXPRESSED IN THOUSANDS)

	Fiscal Year Ended September 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental activities:										
Net investment in capital assets	\$23,853	\$24,579	\$ 23,632	\$ 22,702	\$ 21,699	\$ 21,361	\$ 21,390	\$ 20,128	\$ 26,908	\$ 30,060
Restricted for:										
Florida building Code							211	684	1,025	1,248
Town beautification per contractual agreement	678	678	678	678	678	678	678	678	678	486
Law enforcement	2	3	5	12	14	14	14	14	16	2
Fire enforcement	982	904	946	1,140	1,399	1,505	1,708	1,745	977	1,185
Unrestricted	7,969	7,043	7,672	8,610	9,640	10,508	9,549	11,456	5,768	8,726
Total governmental activities net position	33,484	33,207	32,933	33,142	33,430	34,066	33,550	34,705	35,372	41,707
Business-type activities:										
Net investment in capital assets	8,366	9,026	12,148	12,800	13,778	14,176	14,141	19,177	19,035	18,927
Unrestricted	4,291	5,239	3,868	5,013	6,001	7,036	8,588	4,777	5,087	6,897
Total business-type activities net position	12,657	14,265	16,016	17,813	19,779	21,212	22,729	23,954	24,122	25,824
Primary government:										
Net investment in capital assets	32,219	33,605	35,780	35,502	35,477	35,537	35,531	39,305	45,943	48,987
Restricted for:										
El Mar beautification per contractual agreement	678	678	678	678	678	678	678	678	678	486
Law enforcement	2	3	5	12	14	14	14	14	16	2
Fire enforcement	982	904	946	1,140	1,399	1,505	1,708	1,745	977	1,185
Unrestricted	12,260	12,282	11,540	13,623	15,641	17,544	18,137	16,233	10,855	15,623
Total primary government net position	\$46,141	\$47,472	\$ 48,949	\$ 50,955	\$ 53,209	\$ 55,278	\$ 56,068	\$ 57,975	\$ 58,469	\$ 66,283

¹ The Town's beginning net position was restated for the effect of adoption of GASB No.68 and 71 in fiscal year 2015, the restatement decreased beginning net position by (\$758,914).

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 2
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	Fiscal Year Ended September 30,									
Expenses:	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental activities:										
General government	\$ 2,471	\$ 2,327	\$ 2,514	\$ 2,535	\$ 2,747	\$ 2,689	\$ 2,269	\$ 2,395	\$ 3,972	\$ 3,570
Public safety	7,093	7,407	7,338	7,428	7,849	8,131	8,625	9,635	10,427	10,108
Transportation	1,516	1,675	1,856	1,978	2,013	2,339	2,013	2,490	2,899	3,461
Recreation	452	442	470	444	472	581	610	597	571	167
Physical environment	1,246	1,534	1,591	1,435	1,362	1,454	2,568	4,505	1,702	1,196
Interest	-	-	-	-	-	-	-	30	21	9
Total governmental activities	12,778	13,385	13,769	13,820	14,443	15,194	16,085	19,652	19,592	18,511
Business-type activities:										
Sewer	882	950	955	856	877	1,043	1,090	1,068	1,496	1,544
Stormwater	-	-	-	-	-	-	-	-	-	-
Parking	660	680	753	765	922	858	996	1,196	1,132	1,078
Interest on long-term debt										
Total business-type activities	1,542	1,630	1,708	1,621	1,799	1,901	2,086	2,264	2,628	2,622
Total primary government	\$ 14,320	\$ 15,015	\$ 15,477	\$ 15,441	\$ 16,242	\$ 17,095	\$ 18,171	\$ 21,916	\$ 22,220	\$ 21,133
Program revenues:										
Governmental activities:										
Charges for services:										
General government	\$ 1,619	\$ 1,502	\$ 1,357	\$ 1,632	\$ 1,503	\$ 2,557	\$ 1,269	\$ 2,265	\$ 2,727	\$ 2,647
Public safety	1,017	1,018	1,095	1,099	1,100	1,095	1,095	1,079	1,207	1,258
Operating grants and contributions	82	82	84	85	193	285	551	3,514	124	547
Capital grants and contributions	129	-	-	-	-	-	-	-	-	-
Total governmental activities program revenues	2,847	2,602	2,536	2,816	2,796	3,937	2,915	6,858	4,058	4,452
Business type activities:										
Charges for services:										
Sewer	1,128	1,051	1,150	1,178	1,197	1,193	1,303	1,304	1,302	1,207
Stormwater	-	-	-	-	-	-	-	-	-	-
Parking	2,034	2,182	2,309	2,237	2,616	2,092	2,685	3,191	3,636	3,732
Total business-type activities program revenues	3,162	3,233	3,459	3,415	3,813	3,285	3,988	4,495	4,938	4,939
Total primary government program revenues	\$ 6,009	\$ 5,835	\$ 5,995	\$ 6,231	\$ 6,609	\$ 7,222	\$ 6,903	\$ 11,353	\$ 8,996	\$ 9,391

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 2 (CONTINUED) CHANGES IN NET POSITION LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) (AMOUNTS EXPRESSED IN THOUSANDS)

	Fiscal Year Ended September 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net (expense) revenue:										
Governmental activities	\$ (9,931)	\$ (10,783)	\$ (11,233)	\$ (11,004)	\$ (11,647)	\$ (11,257)	\$ (13,170)	\$ (12,794)	\$ (15,514)	\$ (14,049)
Business-type activities	1,620	1,603	1,751	1,794	2,014	1,384	1,902	2,231	2,310	2,316
Total primary government net expense	\$ (8,311)	\$ (9,180)	\$ (9,482)	\$ (9,210)	\$ (9,633)	\$ (9,873)	\$ (11,268)	\$ (10,563)	\$ (13,204)	\$ (11,733)
General revenues and other changes in net position:										
Governmental activities:										
Property taxes	\$ 7,076	\$ 7,484	\$ 7,920	\$ 8,271	\$ 8,699	\$ 8,804	\$ 9,152	\$ 9,112	\$ 9,924	\$ 12,752
Utility taxes based on gross receipts	1,009	999	1,050	1,059	1,084	1,067	1,078	1,165	1,332	1,346
Franchise fees based on gross receipts	706	735	749	735	771	768	769	857	940	950
Communications services tax	357	414	317	314	315	318	293	308	317	291
Intergovernmental	916	682	703	716	723	645	739	863	858	832
Unrestricted Interest earnings	32	6	17	25	89	115	5	5	156	725
Miscellaneous	417	186	202	208	253	174	215	199	256	565
Total governmental activities	10,513	10,506	10,958	11,328	11,934	11,891	12,251	12,509	13,783	17,461
Business-type activities:										
Unrestricted Interest earnings	2	-	-	6	35	26	0	1	27	40
Miscellaneous	3	5	-	8	18	22	15	101	136	304
Gain on sale of assets	-	-	1	-	-	-	-	-	-	-
Total business-type activities	5	5	1	14	53	48	15	102	163	344
Total primary government	\$10,518	\$ 10,511	\$ 10,959	\$ 11,342	\$ 11,987	\$ 11,939	\$ 12,266	\$ 12,611	\$ 13,946	\$ 17,805
Changes in net position:										
Government activities	\$ 582	\$ (277)	\$ (275)	\$ 324	\$ 287	\$ 634	\$ (919)	\$ (285)	\$ (1,731)	\$ 3,412
Business-type activities	1,625	1,608	1,752	1,808	2,067	1,432	1,917	2,333	2,473	2,660
Total primary government	\$ 2,207	\$ 1,331	\$ 1,477	\$ 2,132	\$ 2,354	\$ 2,066	\$ 998	\$ 2,048	\$ 742	\$ 6,072

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 3
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

Fiscal Year Ended September 30,	Ad Valorem and Fire Taxes	Franchise Fees on Services	Utility Tax	Communication Service Tax	Transportation Tax	Total
2015	8,053	706	1,009	357	110	10,235
2016	8,459	735	999	414	110	10,717
2017	8,973	749	1,050	317	116	11,205
2018	9,323	735	1,059	314	112	11,543
2019	9,755	771	1,084	315	113	12,038
2020	9,853	768	1,067	318	100	12,106
2021	10,203	9,112	-	1,165	101	20,581
2022	10,142	857	1,165	308	109	12,581
2023	11,077	940	1,332	317	108	13,774
2024	13,906	950	1,346	291	103	16,596

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 4
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)

	September 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General fund:										
Nonspendable	\$ 167	\$ 202	\$ 158	\$ 91	\$ 44	\$ 129	\$ -	\$ -	\$ -	\$ -
Assigned	3,542	3,740	2,333	2,500	2,500	4,150	2,500	2,500	2,500	2,553
Unassigned	3,401	2,443	3,520	4,653	5,842	5,893	6,094	5,876	5,435	7,669
Total general fund	\$7,110	\$ 6,385	\$ 6,011	\$ 7,244	\$8,386	\$ 10,172	\$ 8,594	\$ 8,376	\$ 7,935	\$ 10,222
All other governmental funds:										
Nonspendable	\$ 66	\$ 67	\$ 67	\$ 67	\$ -	\$ 74	\$ -	\$ -	\$ -	\$ -
Restricted	1,659	1,584	1,630	1,831	2,090	2,195	2,611	3,122	2,695	2,919
Committed	3	-	-	-	-	-	-	-	-	-
Assigned	1,243	1,424	2,866	2,952	3,580	2,863	3,097	5,066	1,033	1,639
Unassigned	-	-	-	-	(92)	(5)	-	-	-	-
Total all other governmental funds	\$2,971	\$ 3,075	\$ 4,563	\$ 4,850	\$5,578	\$ 5,127	\$ 5,708	\$ 8,188	\$ 3,728	\$ 4,558

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 5
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year Ended September 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Revenues:										
Property taxes and fire assessments	\$ 13,906,418	\$ 11,076,994	\$ 10,142,004	\$ 10,203,620	\$ 9,853,257	\$ 9,755,326	\$ 9,323,013	\$ 8,973,038	\$ 8,458,845	\$ 8,052,767
Franchise fees and utility taxes	2,295,869	2,272,096	2,022,272	1,847,000	1,835,015	1,854,540	1,794,609	1,799,511	1,734,171	1,714,761
Intergovernmental	1,123,724	1,174,967	1,471,975	1,032,457	963,615	1,037,907	1,029,976	1,019,977	1,095,512	1,273,084
Fines and forfeitures	151,053	82,828	40,206	40,151	1,710,876	357,287	484,086	161,139	94,009	165,437
Charges for services	102,624	53,322	49,317	44,588	46,051	44,631	47,013	42,300	43,015	39,935
Interest and other	724,848	156,311	5,731	5,079	114,915	1,145,245	25,317	17,081	6,024	32,016
Licenses and permits	2,495,690	2,644,274	2,224,742	1,228,868	846,857	89,366	1,147,773	1,196,042	1,408,293	1,453,520
Grants	546,986	124,201	3,513,583	551,046	285,955	193,393	84,696	84,237	81,650	81,530
Miscellaneous revenues	564,765	263,336	199,987	215,014	174,187	253,023	207,760	202,005	346,943	416,718
Total revenues	21,911,977	17,848,329	19,669,817	15,167,823	15,830,728	14,730,718	14,144,243	13,495,330	13,268,462	13,229,768
Expenditures:										
Current:										
General government	3,456,619	2,959,416	2,506,648	2,567,815	2,527,771	2,458,940	2,386,055	2,209,305	2,209,228	2,431,450
Public safety	10,070,883	10,306,144	9,584,224	8,559,543	8,003,039	7,681,724	7,325,908	7,215,408	7,274,122	7,033,832
Transportation	3,285,302	2,663,042	2,431,697	2,066,966	2,111,273	1,733,786	1,750,558	1,636,939	1,485,940	1,419,610
Recreation	109,441	494,227	547,038	589,763	576,938	460,021	431,725	458,066	430,185	439,763
Physical environment										
Capital outlay	2,840,177	8,628,080	-	277,016	234,351	221,694	233,592	223,675	230,293	225,740
Debt service:										
Principal	32,438	2,823	2,819	-	-	-	-	-	-	-
Interest	999	21	30	-	-	-	-	-	-	-
Total expenditures	19,795,859	25,053,753	18,518,186	16,566,466	14,494,383	12,860,960	12,623,685	12,381,378	13,889,780	13,019,302
Excess (deficiency) of revenues over expenditures	2,116,118	(7,205,424)	1,151,631	(1,398,643)	1,336,345	1,869,758	1,520,558	1,113,952	(621,318)	210,466
Other financing sources (uses):										
Transfers in	2,650,000	2,437,300	1,671,962	3,022,254	35,000	912,580	537,822	1,808,063	2,244,835	1,683,227
Transfers out	(1,650,000)	(132,300)	(562,662)	(2,621,490)	(35,000)	(912,580)	(537,822)	(1,808,063)	(2,244,835)	(1,683,227)
Total other financing sources (uses)	1,000,000	2,305,000	1,109,300	400,764	-	-	-	-	-	-
Net change in fund balances	3,116,118	(4,900,424)	2,260,931	(997,879)	1,336,345	1,869,758	1,520,558	1,113,952	(621,318)	210,466
Fund balances - beginning	11,663,323	16,563,747	14,302,816	15,300,695	13,964,350	12,094,592	10,574,034	9,460,082	10,081,400	9,870,934
Fund balances - ending	\$ 14,779,441	\$ 11,663,323	\$ 16,563,747	\$ 14,302,816	\$ 15,300,695	\$ 13,964,350	\$ 12,094,592	\$ 10,574,034	\$ 9,460,082	\$ 10,081,400

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 6
GENERAL GOVERNMENTAL REVENUES BY SOURCE (1)
LAST TEN FISCAL YEARS

Fiscal Year	Property Taxes and Fire Assessment Fees	Franchise Fees and Utility Taxes	Licenses and Permits	Inter- Gov't	Charges Services	Fines and Forfeitures	Grants	Interest and Other	Total
2015	8,052,767	1,714,761	1,453,520	1,273,084	39,935	165,437	81,530	448,734	13,229,768
2016	8,458,845	1,734,171	1,408,293	1,095,512	43,015	94,009	81,650	352,967	13,268,462
2017	8,973,038	1,799,511	1,196,042	1,019,977	42,300	161,139	84,237	219,086	13,495,330
2018	9,323,013	1,794,609	1,147,773	1,029,976	47,013	484,086	84,696	233,077	14,144,243
2019	9,755,326	1,854,540	1,145,245	1,037,907	44,631	357,287	193,393	342,389	14,730,718
2020	9,853,257	1,835,015	846,857	963,615	46,051	1,710,876	285,955	3,562,900	19,104,526
2021	10,203,620	1,847,000	1,228,868	1,032,457	44,588	40,151	551,046	220,093	15,167,823
2022	10,142,004	2,022,272	2,224,742	1,471,975	49,317	40,206	3,513,583	205,718	19,669,817
2023	11,076,994	2,272,096	2,644,274	1,174,967	53,322	82,828	124,201	156,311	17,584,993
2024	13,906,418	2,295,869	2,495,690	1,123,724	102,624	151,053	546,986	1,289,613	21,911,977

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

**TABLE 7
PRELIMINARY RECAPITULATION OF THE AD VALOREM ASSESSMENT ROLLS
LAST TEN FISCAL YEARS**

Fiscal Year	Tax Roll Year	Real Property Assessed Value	Personal Property Assessed Value	Exemptions		Taxable Assessed Property Value	Final Actual Taxable Value	Total Direct Tax Rate
				Real	Personal			
2015	2014	2,055,742,730	18,924,622	139,076,520	4,699,454	1,930,891,378	1,928,187,948	3.8000
2016	2015	2,199,032,820	20,856,875	139,266,890	5,071,794	2,075,551,011	2,073,594,801	3.7379
2017	2016	2,343,814,020	21,518,709	140,782,850	4,969,718	2,219,580,161	2,219,593,247	3.5989
2018	2017	2,633,255,130	25,617,432	146,659,620	4,748,348	2,507,464,594	2,376,152,413	3.5989
2019	2018	2,747,642,390	24,658,591	148,531,390	4,597,310	2,619,172,281	2,500,803,075	3.5989
2020	2019	2,837,935,350	25,310,350	151,619,270	4,454,434	2,707,171,996	2,609,201,941	3.5000
2021	2020	2,922,478,720	25,813,927	154,954,160	4,304,194	2,789,034,293	2,698,422,605	3.5000
2022	2021	3,173,710,480	26,401,309	156,305,650	3,165,749	3,040,640,390	2,780,377,130	3.3923
2023	2022	3,500,875,440	30,325,317	161,402,340	3,718,009	3,366,080,408	3,034,558,581	3.9235
2024	2023	3,770,664,880	31,440,321	165,514,300	3,770,989	3,632,819,912	3,361,763,818	3.9235

Source: Broward County, Florida, Property Appraiser

Note: Property in Broward County is reassessed once every year, on average. The county assesses property at approximately 85-100 percent of actual value for commercial and industrial property and 85-100 percent for residential property, as required by Florida law. Estimated actual taxable value is calculated by dividing taxable value by those percentages. Tax rates are per \$1,000 of assessed value.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 8

PRINCIPAL PROPERTY TAXPAYERS CURRENT AND TEN YEARS AGO SEPTEMBER 30, 2024

2024					2014				
Taxpayer	Assessed Valuation ¹	Type of Use	Rank	Percentage of Total Assessed Valuation	Taxpayer	Assessed Valuation ¹	Rank	Percentage of Total Assessed Valuation	
Florida Development Group	45,686,242	Hotel	1	1.22%	Florida Development Group Inc.	\$ 31,977,710	1	1.76%	
White Cap of Florida Inc	15,788,516	Condomiums	2	0.42%	Edmondson, James P - Seawatch	9,631,290	2	0.53%	
Gorana International Inc	11,198,430	Restaurant/Pier	3	0.30%	White Cap of FL, Inc.	7,070,570	3	0.39%	
Edmondson, James P	11,006,820	Restaurant	4	0.29%	Demko Family Holdings LTD	6,190,970	4	0.34%	
Z & K Property Corp Inc	8,899,130	Condomiums	5	0.24%	Gorana International Inc.	4,699,780	5	0.26%	
LBTs Property LLC	8,120,800	Property	6	0.22%	Cole BN Lauderdale FL LLC -Benih	3,910,320	6	0.22%	
Labrecque LIV TR Labrecque, Ginette Girard Trustee	6,800,500	Property	7	0.18%	Minto Villas-By-The-Sea LLC	3,784,540	7	0.21%	
ACS 218 LLC	6,469,440	Condomiums	8	0.17%	Z & K Property Corp Inc	3,557,770	8	0.20%	
High Noon Apt Motels Inc	5,974,950	Hotel	9	0.16%	Anglin Fam Trust	3,182,250	9	0.18%	
Demoko Family Holdings LTD	5,937,100	Hotel	10	0.16%	DLGL Real Estate Ltd	3,037,500	10	0.17%	
	125,881,928			3.36%		\$ 77,042,700		4.26%	

¹ Source: Broward County Revenue Collector

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 9
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Total Tax Levy	(1). Current Tax Collected	Percentage of Current Taxes Collected	Delinquent Tax Collections	Total Tax Collections	Ratio of Total Tax Collections to Total Tax Levy
2015	7,345,409	7,332,884	99.83%	-	7,332,884	99.83%
2016	7,767,916	7,745,628	99.71%	-	7,745,628	99.71%
2017	8,197,882	8,187,809	99.88%	-	8,187,809	99.88%
2018	8,566,383	8,551,166	99.82%	-	8,551,166	99.82%
2019	9,033,399	9,007,973	99.72%	-	9,007,973	99.72%
2020	9,178,604	9,115,971	99.32%	-	9,115,971	99.32%
2021	9,490,048	9,455,177	99.63%	-	9,455,177	99.63%
2022	9,471,467	9,441,542	99.68%	-	9,441,542	99.68%
2023	10,332,165	10,301,168	99.70%	-	10,301,168	99.70%
2024	13,223,564	13,196,121	99.79%	-	13,196,121	99.79%

(1) Includes collection fees and early payment discounts taken

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 10
PROPERTY TAX RATES (PER \$1,000)
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year	Lauderdale By-The-Sea	Broward County	Broward County Schools	Other Taxing Agencies			Special Districts		Total
				South Florida Water Management	Florida Inland Navigation	Broward Children's Services Council	North Broward Hospital	Hillsboro Inlet	
2015	3.8000	5.7230	7.4380	0.3842	0.0345	0.4882	1.5939	0.0860	19.5478
2016	3.7379	5.7230	7.2740	0.3551	0.0320	0.4882	1.4425	0.0860	19.1387
2017	3.6873	5.6690	6.9063	0.3307	0.0320	0.4882	1.3462	0.0860	18.5457
2018	3.5989	5.6690	6.5394	0.3100	0.0320	0.4882	1.2483	0.0860	17.9718
2019	3.5989	5.6690	6.7393	0.2795	0.0320	0.4882	1.0324	0.0985	17.9378
2020	3.5000	5.6690	6.5052	0.2675	0.0320	0.4882	1.1469	0.0985	17.7073
2021	3.5000	5.6690	6.4621	0.2572	0.0320	0.4699	1.2770	0.0995	17.7667
2022	3.3923	5.6690	6.1383	0.2301	0.0320	0.4500	1.6029	0.0999	17.6145
2023	3.9235	5.6690	6.6156	0.2301	0.0288	0.4500	1.4307	0.1024	18.4501
2024	3.9235	5.6690	6.4655	0.2301	0.0288	0.4500	1.3261	0.1024	18.1954

Source: Broward County, Florida, Property Appraiser

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 11
RATIO OF ANNUAL DEBT SERVICE EXPENDITURES TO
TOTAL GENERAL GOVERNMENTAL EXPENDITURES
LAST TEN FISCAL YEARS

Fiscal Year	Principal	Interest	Total Debt Service	Total General Governmental Expenditures	Ratio of Debt
2015	-	-	-	13,019,302	0.00%
2016	-	-	-	13,889,780	0.00%
2017	-	-	-	12,381,378	0.00%
2018	-	-	-	12,623,685	0.00%
2019	-	-	-	12,860,960	0.00%
2020	-	-	-	14,494,383	0.00%
2021	-	-	-	16,566,466	0.00%
2022	2,819	30	2,849	18,518,186	0.02%
2023	2,823	21	2,844	25,053,753	0.01%
2024	32,438	999	33,437	19,795,859	0.17%

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 12

**RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS**

Fiscal Year	Governmental Activities		Business-type Activities		Primary Government	Population	Per Capita	Personal Income	Percentage of Personal Income
	Leases/ SBITAs	Promissory Notes	Leases/ SBITAs						
2015	-	-	-	-	-	11,000	0	60,928	0.00%
2016	-	-	-	-	-	11,000	0	64,180	0.00%
2017	-	-	-	-	-	11,000	0	60,548	0.00%
2018	-	-	-	-	-	11,000	0	65,691	0.00%
2019	-	-	-	-	-	11,000	0	73,197	0.00%
2020	-	-	-	-	-	12,000	0	72,068	0.00%
2021	-	-	-	-	-	12,000	0	72,560	0.00%
2022	66,118	3,100,000	798	3,166,916		12,000	264	72,359	0.36%
2023	33,150	1,600,000	444	1,633,594		12,000	136	67,569	0.20%
2024	712	-	89	801		12,000	0	66,655	0.00%

Source: Town of Lauderdale-By-The-Sea Finance Department

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 13

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITY DEBT SEPTEMBER 30, 2024

Name of Governmental Unit	Net Bonded Outstanding September 30, 2024	Percent of Debt Applied to Town Lauderdale By-The-Sea (1)	Amount of Debt Debt Applied Town of Lauderdale By-The-Sea
Broward County	\$ 1,832,443 ¹	0.1125%	\$ 2,061
Broward County School District	301,730 ²	0.1125%	339
Subtotal, overlapping debt			2,061
Town of Lauderdale-By-The-Sea Direct Debt			-
Total direct and overlapping debt			\$ 2,061

¹ Source: Broward County, Florida Property Appraiser

² Source: Broward County School Board ACFR

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

(1) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of Broward County's taxable assessed value that is within the Town of Lauderdale-By-The-Sea's boundaries and dividing it by Broward County's total taxable assessed value.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 14 STATISTICS DEMOGRAPHICS AND ECONOMICS SEPTEMBER 30, 2024

Date of Incorporation:	November 30, 1947	
Year of Charter Adoption:	1947	
Form of Town Government:	Commission-Manager	
Location:	Lauderdale-By-The-Sea is in the east-central part of Broward County and shares boundaries with three other municipalities. Its eastern boundary is the Atlantic Ocean. It is 30 miles north of Miami and 33 miles south of Palm Beach. The Town is just over 8.5 square miles in area and has a population of 6,100 with a peak seasonal population of 11,000. It is a seaside community with primary industries being retail trade, tourism/hospitality, finance, insurance and real estate.	
Number of Employees and Officials:	Full and Part-Time	38
Recreation facilities:	Miles of Public Beach	2
	Miles of Navigable Water	2.3
	Parks	3
	Tennis Courts	2
	Shuffleboard Courts	2
	Bocci Ball Court	1
	Basketball Court	1
Infrastructure:	Town Buildings	8
	Fire Stations	1
	Surface Parking Lots	4
Socio-Economic Data:	Consumer Price Index ^{(1)A}	2.8%
	Per Capita Personal Income ⁽²⁾	66,655.00
Population Statistics:	Civilian Labor Force ^{(1)B}	1,085.20
	Unemployment Rate ^{(1)C}	3.4%

Source:

(1) United States Department of Labor - Bureau of Labor Statistics
Broward County, Florida

- A. All urban consumers, base: 1982-84=100, not seasonally adjusted
- B. Number of persons, in thousands, not seasonally adjusted
- C. Not seasonally adjusted

(2) United States Department of Labor, Bureau of Labor Statistics (November 2024)

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 15

PRINCIPAL EMPLOYERS
CURRENT AND TEN YEARS AGO
SEPTEMBER 30, 2024

	2024			2014		
	Employees		Percentage of Total Town	Employees		Percentage of Total Town
<u>Employer</u>	Rank	Employment		Rank	Employment	
Aruba's Beach Café Restaurant	132	1	N/A	172	1	N/A
Sea Watch Restaurant	102	2	N/A	120	2	N/A
Benihana-Restaurant	-	-	N/A	80	3	N/A
Blue Moon Fish Company - Restaurant	-	-	N/A	75	4	N/A
Mulligans	-	-	N/A	72	5	N/A
BugerFi	-	-	N/A	38	6	N/A
Blue Moon Fish Company - Restaurant	77	3	N/A			
Village Grill-Restaurant	66	4	N/A			
Mulligans	49	5	N/A			
Tacocraft-Restaurant	39	6	N/A			
Total	465			557		

Source: Lauderdale-By-The-Sea Development Services

N/A - Information not available

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 16

FULL TIME EQUIVALENT GOVERNMENT POSITIONS BY FUNCTION LAST TEN FISCAL YEARS

Function	Full time Equivalent Positions as of September 30,									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Administration	7.15	7.6	7.6	7.6	7.6	7.6	7.3	7.5	7.5	8.6
General Government	1.8	1	1	1	1	1	1.5	1.4	1.4	1.4
Public Works	17.45	15.7	15.7	15.7	15.7	15.7	15.8	15.8	15.8	14.8
Development services	3.3	3.1	3.1	3.1	3.1	3.1	3.5	3.4	3.4	3.2
Parking	2.6	2.55	2.55	2.55	2.55	2.55	1.5	1.5	1.5	0.5
Project Management	0.6	1.2	1.2	1.2	1.2	1.2	1.1	1.1	1.1	1.3
Sewer	1.5	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Building	1.1	1.55	1.55	1.55	1.55	1.55	-	-	-	-
Total	35.50	34.00	34.00	34.00	34.00	34.00	32.00	32.00	32.00	31.00

Source: Lauderdale-By-The-Sea Finance Department.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
TABLE 17
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
General Government:										
Informational calls received	3,698	7,128	5,231	1,432	1,527	3,251	3,317	4,068	4,595	5,305
Public records request	219	49	67	-	15	25	49	47	42	46
Resolutions	62	72	59	61	47	138	36	46	42	48
Ordinances	11	6	12	11	8	27	26	11	15	16
Commission meetings	25	31	26	22	22	22	29	26	30	34
Cash receipts - general operating	6,361	5,928	4,980	7,827	6,386	6,751	6,221	5,786	5,970	5,370
Cash disbursements - general operating	2,500	3,096	4,165	3,924	3,507	3,868	3,673	3,650	3,425	4,064
Payroll disbursements - general operating	1,961	2,078	2,176	2,102	3,042	3,100	3,230	3,397	3,380	3,353
Purchase orders issued	8	20	13	23	16	14	23	18	29	57
Claims processed - gen liability and	4	4	-	1	3	6	3	1	4	10
Hours of information technology services	231	183	320	187	230	268	140	181	153	100
Public safety:										
Informational calls received	8,750	10,597	11,312	10,164	8,621	8,951	8,208	9,416	9,116	8,253
Public records request	-	-	-	-	-	-	-	-	-	-
Citizen on patrol membership	28	28	30	32	32	32	32	29	29	29
Neighborhood crime watch membership	-	-	-	-	-	-	-	-	-	-
Fire responses	453	333	586	441	386	323	443	407	353	408
Fire medical services (EMS)	1,257	685	1,053	1,184	1,032	1,116	1,115	1,114	1,119	1,101
Notices of violations code compliance	168	115	258	43	21	132	314	270	638	180
Citations issued code compliance	220	222	201	195	130	371	-	-	-	-
Complaints investigated	538	476	547	484	294	814	1,231	1,062	1,154	1,458
Parking citations	14,620	9,789	10,651	11,686	6,476	5,925	5,275	8,447	8,953	6,720
Cultural - recreation:										
Scheduled recreation activities	1,920	1,297	1,293	500	678	1,538	1,396	1,213	1,157	1,036
Recreation Volunteer hours	2,812	2,670	2,196	1,017	6	2,966	2,124	1,756	1,914	1,677
Recreation activity participants	13,118	2,624	2,097	720	2,017	3,719	3,425	2,621	2,885	2,487

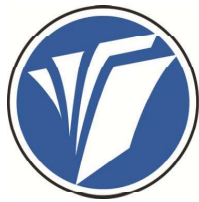
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

TABLE 18
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS

Function	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
General Government Facilities:										
Town Buildings	8	8	7	7	7	7	7	7	7	7
Recreation Facilities:										
Miles of Public Beach	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3
Parks	3	3	3	3	3	3	3	3	3	3
Tennis Courts	2	2	2	2	2	2	2	2	2	2
Shuffleboard Court	2	2	2	2	2	2	2	2	2	2
Bocci Ball Court	1	1	1	1	1	1	1	1	1	1
Basketball Court	1	1	1	1	1	1	1	1	1	1
Beach Portals	6	6	6	6	6	6	6	6	6	6
Public Safety Facilities:										
Police Station	1	1	1	1	1	1	1	1	1	1
Police Vehicles	31	31	31	31	30	30	30	30	30	30
Fire Stations	1	1	1	1	1	1	1	1	1	1
Fire Rescue Station	1	1	1	1	1	1	1	1	1	1
Fire Vehicles	2	3	3	3	3	3	3	3	2	2
Fire Rescue Vehicle	1	3	3	3	3	3	3	3	3	3
Infrastructure:										
Miles of paved roads	16.7	16.7	16.7	16.7	16.7	16.68	16.68	16.68	16.68	16.68
Cable television	1	1	1	1	1	1	1	1	1	1
Surface Parking Lot	4	4	4	4	4	4	4	4	4	4

Source: Town of Lauderdale-By-The-Sea Municipal Services Department

COMPLIANCE SECTION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Mayor, Town Commission and Town Manager
Town Of Lauderdale-By-The-Sea, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the remaining fund information of the Town Of Lauderdale-By-The-Sea, Florida ("Town") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our opinion thereon dated March 17, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

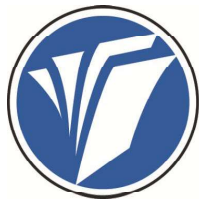
As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Devar & Associates

March 17, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Honorable Mayor, Town Commission and Town Manager
Town Of Lauderdale-By-The-Sea, Florida

We have examined the Town Of Lauderdale-By-The-Sea, Florida's ("Town") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for Town's compliance with those requirements. Our responsibility is to express an opinion on Town's compliance based on our examination.

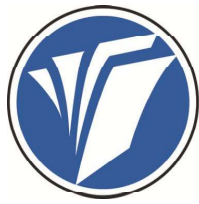
Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Mayor, Town Commission, Town Manager, Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

March 17, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

Honorable Mayor, Town Commission and Town Manager
Town of Lauderdale-By-The-Sea, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Lauderdale-By-The-Sea, Florida ("Town") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 17, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 17, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the Town, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Mayor, Town Commission, Town Manager, Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank the Town of Lauderdale-By-The-Sea, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

March 17, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the Town are disclosed in the notes to the financial statements.

5. The Town has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

REPORT TO MANAGEMENT (Continued)

7. A statement as to whether or not a property assessed clean energy (PACE) program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, operated within the county, municipality, or dependent special district geographical boundaries during the fiscal year under audit, regardless of whether any new financing arrangements were initiated during the period under audit or whether only preexisting financing arrangements were administered.

A PACE program that finances qualifying improvements authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the municipality's geographical boundaries during the fiscal year ending September 30, 2024.

8. If a PACE program was operating within the geographical area of the county, municipality, or dependent special district during the period under audit, a list of all program administrators and third-party administrators that administered the program and the full legal names and contact information of each such program administrator and third-party administrator.

Not applicable.



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Electric Bike and Scooter Educational Presentation

Explanation: With the prevalence of electronic bicycles (E-Bikes) and electric scooters taking to the sidewalks, bike lanes, and roadways of the Town of Lauderdale by the Sea, the Broward Sheriff's Office would like to educate the Town commission and the viewing public regarding the current laws regulating these modes of transportation. These laws are always evolving to keep up with the new technology being utilized to power these electric bikes and scooters.

Recommendation:

Exhibits:

1. Electric Bicycles Powerpoint

Broward Sheriff's Office

Electric Bicycles and Scooters



Sheriff Gregory Tony, Ph.D.

ELECTRIC BIKES Guide

As electric bicycles and vehicles grow in popularity, it is critical riders and motorists know the rules of the road. This guide will equip you with the essential information and best practices to navigate the streets safely.

▼ Electric Bicycle



- ✓ Equipped with fully operable pedals, a seat or saddle for the use of the rider, AND an electric motor of less than 750 Watts
- ✓ Max speed of 28 mph
- ✓ Can be operated on roadways and sidewalks
- ✓ No license or registration required

▼ Electric Motorcycle



- ✓ More than 750 watts
- ✓ Must be registered as a vehicle
- ✓ Must have a driver's license with motorcycle endorsement
- ✓ Can only be operated on roadways



Sheriff Gregory Tony, Ph.D.
sheriff.org

Electric Bicycles must have:

Fully operational pedals

A seat for the rider

An electric motor less than 750 watts

A max speed of 28 mph

If the vehicle does not have all of the above, it is classified as a motorcycle.



The Florida Highway Safety and Motor Vehicles Department defines the following vehicles per Florida State Statutes.

Electric Bicycles

No Title or
Registration
required

“Electric Bicycle” [per section 316.003\(23\), Florida Statutes](#) means:

A bicycle or tricycle equipped with **fully operable pedals**, a seat or saddle for the use of the rider, and an electric motor of **less than 750 watts**, which meets the requirements of one of the following three classifications:

- (a) **“Class 1 electric bicycle”** means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.
- (b) **“Class 2 electric bicycle”** means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.
- (c) **“Class 3 electric bicycle”** means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of **28 miles per hour**.



Motorcycles

Require Title and Registration

- “Motorcycle” [per section 320.01\(26\), Florida Statutes](#) means:
 - Any motor vehicle that has a seat or saddle for the use of the rider and is designed to travel on not more than three wheels in contact with the ground.
 - This term includes autocycle but excludes a tractor or a moped.
 - [Per section 322.03\(5\), Florida Statutes](#):
 - (5) A person may not operate a motorcycle unless he or she holds a driver license that authorizes such operation, subject to the appropriate restrictions and endorsements.
 - A person may operate an autocycle, as defined in s. [316.003](#), without a motorcycle endorsement.



Motorized Scooter

No Title or
Registration
required

- **MOTORIZED SCOOTER.**—Any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is **not capable** of propelling the vehicle at a speed greater than **20 miles per hour** on level ground. The term does not include an electric bicycle.

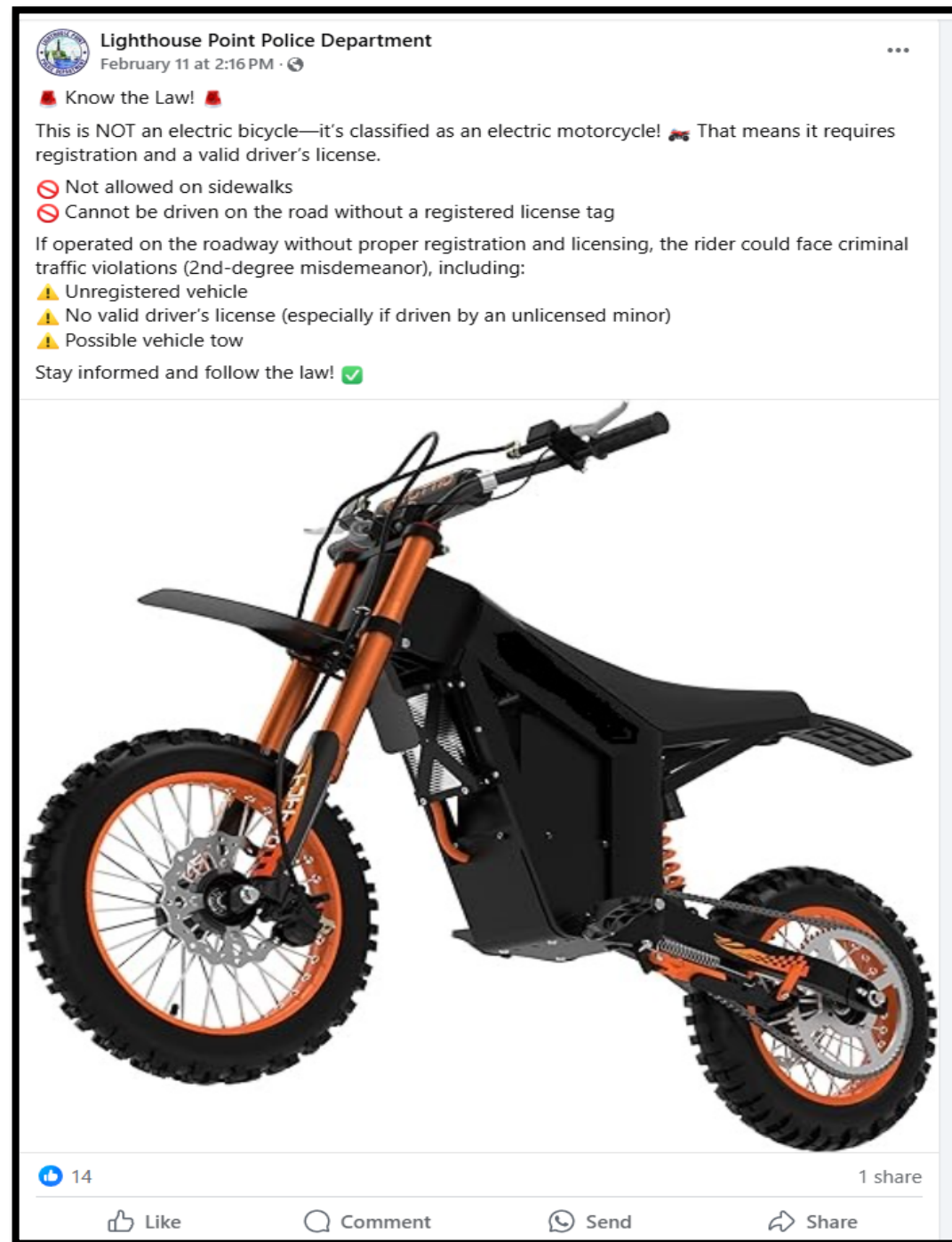


Florida Bicycle Laws

- Persons riding an electric bicycle have all the rights and privileges of a bicyclist. Riders are not required to be licensed to operate one, nor are they subject to title and registration. Note: Per [section 316.20655, Florida Statute](#), The operation of electric bicycles on roads must comply with any more restrictive ordinances enacted by local government and should be verified before operating one.



Lighthouse Point PD Facebook Post



BSO Parkland Facebook Post

**Parkland BSO** · [Follow](#)
February 6 at 11:37 AM · 🌐

🚲 We've seen a lot of comments about e-bikes, and it's clear there's still some confusion about the rules of the road. To clear things up, here's a video from our partners at [Florida Department of Transportation](#) that tells you everything you need to know! 📺👉 [#EBikeLaws](#) [#KnowTheRules](#) [#safetyfirst](#)



YOUTUBE.COM
Take a Quick Look at the Ebike Classifications - Florida ROAD RULES for Electric Bikes

 **Send message**

  9

1 share

 Like

 Comment

 Send

 Share

Not an E-Bike





Agenda Item No: 5.c.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Taste of the Beach 2025 Event Recap

Explanation: Events & Marketing Manager to give event recap presentation of the 2025 Taste of the Beach celebration.

Recommendation: N/A

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO February 2025 Public Safety Report

Explanation: BSO February 2025 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-February 2025



Sheriff Gregory Tony, Ph.D.

Date: March 5, 2025

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- February 2025

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Sergeant William Browning

Beginning in 2019, the Town of Lauderdale-by-the-Sea has entered into a Memorandum of Agreement (MOA) with the Broward Sheriff's Office to provide Enhanced Patrol Services in the form of High-Visibility Patrols in the town's downtown areas. These patrols consist of a uniformed deputy conducting high-visibility foot patrols through the busy downtown area and businesses during the peak resident/tourist season.

On the evening of February 13th, 2025, Sergeant William Browning was conducting High-Visibility patrol in downtown Lauderdale-by-the-Sea when he was alerted to a commotion outside the Aruba's Beach Café. The staff of Aruba's was attempting to stop a serial fraudster who was attempting to leave the restaurant without paying for his meal and drinks. As the suspect entered the front parking lot, he spotted Sergeant Browning approaching and ceased his attempt to flee the scene. Sergeant Browning learned that the suspect was employed at another local downtown restaurant and had committed the same dine-and-dash offense at least six times prior at Aruba's. After being confronted by Sergeant Browning, the suspect still refused to pay his tab, even though he had the funds in his possession to do so. The suspect was then placed under arrest and transported to the BSO Main Jail. After learning of their employee's bad behavior, the local restaurant terminated the suspect's employment.

Sergeant Browning's attentiveness and quick response while patrolling the downtown area led to the arrest of this subject, who may have evaded capture yet again. For his outstanding efforts, Sergeant William Browning is the February 2025 Lauderdale-by-the-Sea District Employee of the Month.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hrs. of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 136 miles and 22 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. No individuals were experiencing a mental health crises. One (1) individual experiencing homelessness was contacted during this period and refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

The Broward Sheriff's Office Lauderdale by the Sea District set up their district tent at the Lauderdale by the Sea Farmer's Market on Sunday, February 2, 2025, Sunday, February 9, 2025, and Sunday, February 23, 2025. Captain Wesolowski, Lt. Sutter, and CSIA Anderson sold t-shirts and collected donations on behalf of the Law Enforcement Torch run benefitting Special Olympics.

On Saturday, February 8, 2025, Lt. Sutter participated in the Lauderdale by the Sea Chamber of Commerce Health Fair. Lt. Sutter distributed Broward Sheriff's Office Initiatives brochures.

On Monday, February 10, 2025, Captain Wesolowski and Lt. Sutter attended the North Silver Shores Neighborhood Traffic Calming meeting in Jarvis Hall. Speeding and cut through traffic concerns were discussed with neighborhood resident attendees.

On Sunday, February 16, 2025, the annual A1A Marathon took place. Lt. Sutter was the Incident Commander for Incident Action Plan 2025-0216. Lt. Sutter supervised twelve deputies, CSAs, and COPs that were required to man intersections and control both pedestrian and vehicular traffic for the portion of the marathon that entered and exited the south end of town.

On Friday, February 28, 2025, the Broward Sheriff's Office Lauderdale by the Sea District held a Coffee-With-A-Cop event in the Pavilion from 8A to 10A. The event was very well received and attended by over 35 residents, business owners, and visitors.

On Friday, February 28, 2025, the February Friday Night Music concert was conducted on Commercial Boulevard between N. Ocean Drive and El Mar Drive. Lt. Sutter supervised four detail deputies assigned to provide security for the event. No issues were reported.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2502-000041 (Deputy Suarez)

DATE/TIME: 02/02/25 @ 16:39 Hrs.

LOCATION: 3211 Spanish River Drive

VICTIM: Robert Fleishman W/M 5/20/47

VEHICLE: 2019 Mercedes C300 FL Tag # QIGV21

INCIDENT: Stolen Tag/Decal

SUMMARY: Victim stated he noticed that the FL tag on his vehicle KP335Y is not the original FL tag QIGV21 assigned to his vehicle. Deputy Suarez ran the FL tag KP335Y, and it currently is not reported as stolen and had already been replaced with another FL tag. The original FL tag QIGV21 was checked in VISCE license plate reader, and it was revealed the tag had been attached to an unknown white van and was last read in Fort Lauderdale on September 10, 2024. The original tag was entered into teletype as stolen, and the current tag attached to the victim's vehicle was entered into evidence.

CASE: 13-2502-000044 (Deputy Pitulan)

DATE/TIME: 02/02/25 @ 19:50 Hrs.

LOCATION: 106 Commercial Blvd.

ARRESTEE: Paul Goodal B/M 10/04/90

VICTIM: State of Florida

INCIDENT: Disorderly Intoxication (Arrest)

SUMMARY: Contact was made with Goodal in reference to a disturbance that occurred at Vinnie's Restaurant. Management was requesting that Goodal be asked not to return to the business due to a verbal altercation that occurred with the kitchen staff. Contact was made with Goodal who was apparently intoxicated, was extremely uncooperative, and caused a scene on the sidewalk which caused several persons to stop and observe his actions. Several attempts were made to calm Goodal with no success. Goodal was then taken into custody without incident and charged with disorderly intoxication.

CASE: 13-2502-000163 (Dep. Swadkins)
DATE/TIME: 02/07/2025 @ 0817 HRS
LOCATION: 4241 El Mar Drive
VICTIM: Terrence McDermott, WM DOB 03-24-1954
INCIDENT: Bike Theft
SUMMARY: Unknown male suspect grabbed the victim's electric bicycle that was temporarily left unattended and rode off southbound. The bicycle was a woman's "Specialized" dark grey electric bicycle valued at \$3,500.00 (Serial#WSBC001018335R) BOLO issued. Victim re-contacted BSO reporting that the suspect had yellow shoes and he had video of the incident. BSO teletype FCIC/NCIC stolen entry made. Victim may not wish to press criminal charges, but stated he does wish to recover his bicycle.

CASE: 13-2502-000329 (Dep. Swadkins)
DATE/TIME: 02/13/2025 @ 0857 hrs.
LOCATION: 297 Tropic Dr
VICTIM: Jordan Baxter Poyer B/M, DOB: 4/25/1991
VEHICLE: Black 2021 Dodge Ram TRX, FL Tag 95AMPX (100K)
INCIDENT: Auto Theft - Delayed
SUMMARY: The victim contacted BSO to report a delayed stolen vehicle that occurred at approximately 0348 hours. A check of the Town's LPR system revealed that the vehicle was captured leaving the Town at approximately 0350 hours. The truck has a tracking device that was not active at the time of the theft. The area was canvassed for video. D13 CID Detectives Genovese and Det Koos also checked the town's CCT system for additional video and forwarded investigative information to BSO BAT. Affidavit signed, and the truck was entered into FCIC/NCIC.

CASE: 13-2502-000343 (Deputy Figueroa)
DATE/TIME: 02/13/2025 @ 18:58
LOCATION: 1 Commercial Blvd
VICTIM: Aruba's Restaurant
ARRESTEE: Jeremy Allen Steenson W/M 1/12/1982
INCIDENT: Theft - Defraud Innkeeper (Arrest)
SUMMARY: Jeremy Allen Steenson obtained food and a drink from Aruba's restaurant and refused to pay the bill. The restaurant manager, John Murray, advised that the subject consumed food and alcohol beverages and left the premises without paying at least six times in the past. All these previous incidents were not reported to BSO. High Visibility Unit was able to contact Steenson until back up arrived at the scene. Once again, Steenson refused to pay the tab and he was placed under arrest. Steenson was in possession of \$166 and a debit/credit card. Murray wished to press criminal charges. Steenson was trespassed from Aruba's Restaurant and TOT Main Jail.

CASE: 13-2502-000356 (Dep. Ramcharan)
DATE/TIME: 02/14/2025 @ 1249 hrs.
LOCATION: 4653 N Ocean Drive (Evolutions Rehab Center)
SUSPECT: Nicole Cranford, F DOB 01/06/1982
VICTIM: Nickeal Reid, M DOB 12/11/1980
INCIDENT: Theft - Delayed
SUMMARY: On 2-13-25, while at the listed location, Nickeal Reid was sitting at a table in the common area of the Evolutions rehab center, repairing his bracelet by the pool. Nickeal walked away from the table and briefly left his bracelet (Valued at approximately \$250.00) unattended while he entered his room. When he returned to the table a few minutes later, he noticed that someone had stolen/removed his bracelet from the table. He did not report the incident at this

time. The next day, 2-14-25, Nickeal observed another Evolutions resident who was identified as Nicole Cranford wearing his bracelet on her ankle. The victim contacted the Broward Sheriff's Office for assistance. Dep. Ramcharan, conducted the investigation, and after speaking to all parties, determined that the suspect Nicole Cranford was responsible for the theft of the victim's bracelet. The victim only wanted his bracelet returned and declined to press criminal charges, so a BSO waiver of prosecution form was signed by the victim and no arrest was made. Case documented and cleared by Dep Ramcharan.

CASE: 13-2502-000410 (Deputy Alvarez-Jacinto)
DATE/TIME: 02/15/2025 at 23:29
LOCATION: 275 Commercial Blvd.
ARRESTEE: Ileson Vilbrum (B/M 06/02/1970)
VEHICLE: Ford PK 2013 Gray (FL tag 41ELDZ)
INCIDENT: Habitual Traffic Offender (Arrest)
SUMMARY: Deputy Alvarez received a LPR hit on Florida tag 41ELDZ in reference a registered owner that has a suspended Florida Driver's License. A traffic stop was conducted, and as Deputy Alvarez approached the driver side of the vehicle, he observed that the driver fit the description of the registered owner. The driver immediately handed Deputy Alvarez a FL DL, as he spontaneously stated that he is aware that his driver's license is suspended. The driver was identified as Ileson Vilbrum (B/M 06/02/1970). A computer query revealed that Vilbrum was adjudicated as a habitual traffic offender since 09/25/2024. Vilbrum was also in possession, and used as means of identification, his revoked Florida Driver's License. Vilbrum was arrested and transported to BSO Main Jail.

CASE: 13-2502-000542 (Deputy Barnett)
DATE/TIME: 2/20/25 at 19:30
LOCATION: 1850 S Ocean Blvd Apt 211
SUBJECT: Erik Dean (W/M 06/29/70)
VICTIM: Jennifer Page (W/F 01/03/67)
INCIDENT: Aggravated Stalking (Dating Violence Arrest)
SUMMARY: Jennifer Page reported her ex-boyfriend, Erik Dean, has been harassing her for several months. Dean left her 76 voicemail messages on today's date alone. He showed up to her residence, 1850 S Ocean Blvd Apt 211, on Feb 14th and 16th uninvited and had to be told by her to leave. He currently lives in Arizona but threatened her today that he bought another plane ticket, and he was going to her residence to break through the window. A sworn statement was obtained, and voicemail messages/call logs were uploaded to Axon Evidence. BSO SVU obtained an Aggravated Stalking Arrest Warrant for Eric Dean. Dean was arrested by Glendale Arizona PD on 2-25-25.

CASE: 13-2502-000556 (Deputy Klier)
DATE/TIME: 2/21/25 at 1451 Hours
LOCATION: 4229 Bougainville Drive
VICTIM: Jacqueline Kennedy W/F 10/21/93
VEHICLE: 2019 Black Jeep
INCIDENT: Burglary Conveyance
SUMMARY: Victim advised on 2/20/25 at 1800 hours, she parked her vehicle in front of her residence and thinks she may have left the passenger front door unlocked as there were no signs of forced entry. On 2/21/25 at 1045 hours, she noticed her vehicle had been ransacked and was missing multiple items including Bose headphones, JBL Bluetooth speaker, and approximately \$500-600 in cash. Burglary victim Affidavit signed.

CASE: 13-2502-000569 (Deputy Figueroa)

DATE/TIME: 02/22/25 at 01:17

LOCATION: 4533 N Ocean Dr, Apt 1

ARRESTEE: Rebecca Valpais (W/F 09/12/84)

VICTIM: John Zachary Davis (W/M 01/31/85)

INCIDENT: Battery – Domestic Violence (Arrest)

SUMMARY: A physical altercation occurred between Rebecca Valpais and John Davis, who are boyfriend/girlfriend and reside together. Both parties were extremely intoxicated. Davis stated that he was attacked by Valpais, who struck him on the left eye. Davis, who presented redness on his left eye, refused fire rescue assistance. During the investigation, Davis became belligerent and verbally abusive. He refused to provide a sworn statement and cooperate with the investigation. Valpais was placed under arrest and later transported to BSO Main Jail without issues.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Misd	Disorderly Intox	106 Commercial Blvd
Misd	Defrauding Innkeeper	1 Commercial Blvd
Fel	DWLS Habitual	275 Commercial Blvd
Fel	Aggravated Stalking - Dating Violence	1850 S Ocean Dr
Misd	DV Battery	4533 N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	1	1	3	2
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	1	3	2
BURGLARY-RESIDENCE	0	1	0	1
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	1	1	9	2
THEFT-PETIT	3	4	5	7
TOTALS	6	8	20	14

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	136
COP Patrol Miles - Month	375
COP Hours Worked - YTD	253
COP Patrol Miles - YTD	665

COP Bike Patrol Hours - Month	9
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	17.5
COP Beach Patrol Hours - YTD	29.25

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2025 YTD
Reserve Deputy - Days Worked	5	15
Reserve Deputy - Hours Worked	36	109.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The February 2025 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT**

February 28, 2025

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	28	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Jeffrey Bickel	15551	WC	Medical
Sergeant Luis Rivera	12590	LD	Tamarac (D7)
Deputy Brann Redl	10365	FMLA	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Kyran Ramcharab	11990	Parkland (D17)	MSD Event	5
Deputy Claudio Reis	16605	Deerfield Beach (D10)	Founders Day Parade	3
Deputy Jerry Hopkins	14555	Pompano Beach (D11)	Parade	3
			TOTAL	11



Lauderdale by the Sea

Monthly Activity

February 2025

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	37	Non-Moving / Moving Citation	140
Accidents	3	Parking	0
Calls for Service	771	Warnings	191
		Total Citations	331
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	2	Bike Patrol	0.00
Misdemeanor	2	Court Overtime	24
Warrant (Felony)	0	Training Hours	126
Warrant (Misd.)	0	Detached	11
DUI (Misdemeanor)	0	Other Overtime	93
NIC (Felony)	0	Days Worked	28
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	1		
Total Arrests	5		
General		Narrative	
FI	1	ATV/UTV: 136 Miles / 22 Hours Reserve Deputies worked 5 shifts (36 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFD February 2025 Public Safety Report

Explanation: PBFD February 2025 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR February 2025 Report



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – FEBRUARY 2025

CC: PETE MCGINNIS

Below are the resident complaints for the month of February: 0

Below are the public education events that were held during the month of February:

- Community Event- 1- Friday Night Music

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of February:

Type	Amount/Number
Plans Reviewed	10
Square Footage	15,437
Plan Review Revision Fee	\$75.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$133,076.00
PBFR Plan Review Fee	\$788.88
PBFR Tech Fee	\$15.78
New Constructions	14
Annual Inspections	4
Meetings	8

Plan Type	Plans Reviewed
30- Apartments	9
90- Site Plan	1
Grand Total	10

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of February:

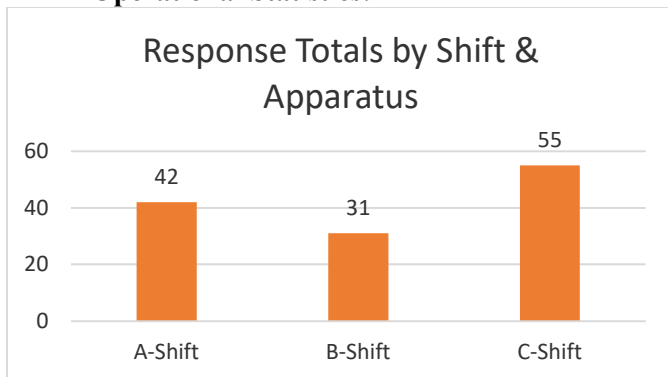
	Assigned	On Going	Completed
02/01/2025 through 02/28/25	0	0	0

Below are the Fire Incidents for the Month of February 2025.

Part III- Breakdown of Fires (Incident Type 110-129)

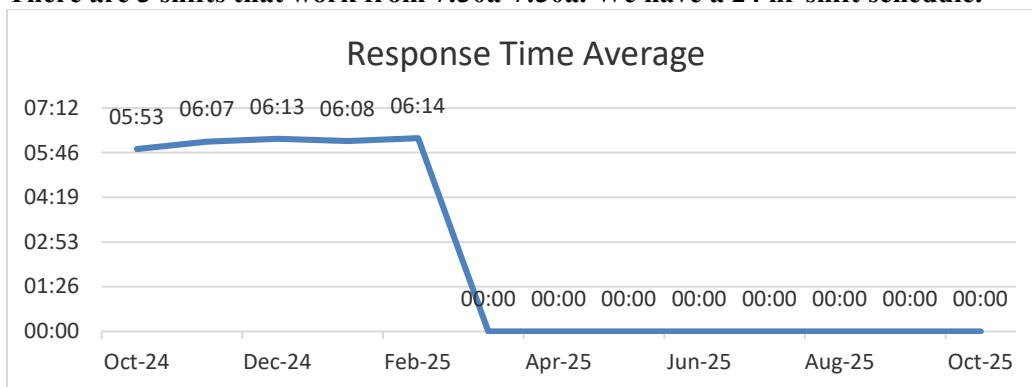
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$0.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$0.00			0

PBFR Operational Statistics:



Total Calls- 128

There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene.

PB250002693	Station 12	C-Shift	R12	2/1/25 1:20 PM	2/1/25 1:26 PM	EMS call, excluding vehicle accident with injury	05:25.0
PB250002713	Station 12	C-Shift	R12	2/1/25 5:25 PM	2/1/25 5:32 PM	EMS call, excluding vehicle accident with injury	07:16.0
PB250002724	Station 12	C-Shift	Q12	2/1/25 7:32 PM	2/1/25 7:39 PM	Removal of victim(s) from stalled elevator	07:02.0
PB250002754	Station 12	A-Shift	Q12	2/2/25 10:56 AM	2/2/25 11:03 AM	Alarm system activation, no fire - unintentional	06:25.0

PB250002757	Station 12	A-Shift	R12	2/2/25 11:11 AM	2/2/25 11:15 AM	EMS call, excluding vehicle accident with injury	03:47.0
PB250002770	Station 12	A-Shift	R12	2/2/25 4:11 PM	2/2/25 4:17 PM	EMS call, excluding vehicle accident with injury	06:50.0
PB250002772	Station 12	A-Shift	Q12	2/2/25 5:20 PM	2/2/25 5:26 PM	Smoke detector activation due to malfunction	06:33.0
PB250002794	Station 12	A-Shift	Q12	2/2/25 9:51 PM	2/2/25 10:01 PM	Assist invalid	09:50.0
PB250002811	Station 12	A-Shift	Q12	2/3/25 6:47 AM	2/3/25 6:53 AM	Alarm system activation, no fire - unintentional	06:01.0
PB250002836	Station 12	B-Shift	R12	2/3/25 11:46 AM	2/3/25 11:53 AM	EMS call, excluding vehicle accident with injury	06:31.0
PB250002838	Station 12	B-Shift	Q12	2/3/25 12:03 PM	2/3/25 12:09 PM	EMS call, excluding vehicle accident with injury	05:40.0
PB250002870	Station 12	B-Shift	Q12	2/3/25 5:41 PM	2/3/25 5:48 PM	Public service	06:17.0
PB250002875	Station 12	B-Shift	R12	2/3/25 6:12 PM	2/3/25 6:24 PM	EMS call, excluding vehicle accident with injury	11:59.0
PB250002901	Station 12	B-Shift	Q12	2/4/25 2:49 AM	2/4/25 2:57 AM	Smoke detector activation, no fire - unintentional	08:48.0
PB250002935	Station 12	C-Shift	Q12	2/4/25 10:26 AM	2/4/25 10:29 AM	Detector activation, no fire - unintentional	02:38.0
PB250002947	Station 12	C-Shift	R12	2/4/25 12:07 PM	2/4/25 12:12 PM	EMS call, excluding vehicle accident with injury	04:51.0
PB250002955	Station 12	C-Shift	R12	2/4/25 1:22 PM	2/4/25 1:26 PM	EMS call, excluding vehicle accident with injury	04:14.0
PB250002981	Station 12	C-Shift	R12	2/4/25 6:32 PM	2/4/25 6:35 PM	EMS call, excluding vehicle accident with injury	03:32.0
PB250002995	Station 12	C-Shift	R12	2/4/25 8:53 PM	2/4/25 8:58 PM	Public service assistance, other	05:24.0
PB250003038	Station 12	A-Shift	R12	2/5/25 1:14 PM	2/5/25 1:19 PM	EMS call, excluding vehicle accident with injury	05:02.0
PB250003042	Station 12	A-Shift	Q12	2/5/25 1:43 PM	2/5/25 1:49 PM	EMS call, excluding vehicle accident with injury	06:02.0
PB250003049	Station 12	A-Shift	R12	2/5/25 3:56 PM	2/5/25 4:01 PM	EMS call, excluding vehicle accident with injury	04:54.0
PB250003097	Station 12	B-Shift	Q12	2/6/25 11:41 AM	2/6/25 11:47 AM	No incident found on arrival at dispatch address	06:04.0
PB250003108	Station 12	B-Shift	Q12	2/6/25 1:59 PM	2/6/25 2:06 PM	Alarm system activation, no fire - unintentional	06:59.0
PB250003120	Station 12	B-Shift	R12	2/6/25 4:12 PM	2/6/25 4:20 PM	EMS call, excluding vehicle accident with injury	08:34.0
PB250003134	Station 12	B-Shift	R12	2/6/25 6:31 PM	2/6/25 6:41 PM	EMS call, excluding vehicle accident with injury	10:32.0
PB250003148	Station 12	B-Shift	Q12	2/6/25 9:59 PM	2/6/25 10:06 PM	No incident found on arrival at dispatch address	07:05.0
PB250003157	Station 12	B-Shift	R12	2/7/25 2:51 AM	2/7/25 2:58 AM	EMS call, excluding vehicle accident with injury	06:17.0
PB250003171	Station 12	C-Shift	R12	2/7/25 9:54 AM	2/7/25 9:58 AM	EMS call, excluding vehicle accident with injury	04:17.0
PB250003200	Station 12	C-Shift	R12	2/7/25 4:03 PM	2/7/25 4:08 PM	No incident found on arrival at dispatch address	04:26.0
PB250003201	Station 12	C-Shift	R12	2/7/25 4:15 PM	2/7/25 4:18 PM	EMS call, excluding vehicle accident with injury	03:03.0
PB250003213	Station 12	C-Shift	Q12	2/7/25 6:50 PM	2/7/25 6:55 PM	Alarm system sounded due to malfunction	04:25.0
PB250003239	Station 12	C-Shift	R12	2/8/25 12:13 AM	2/8/25 12:21 AM	EMS call, excluding vehicle accident with injury	08:29.0

PB250003245	Station 12	C-Shift	R12	2/8/25 1:24 AM	2/8/25 1:29 AM	EMS call, excluding vehicle accident with injury	04:47.0
PB250003253	Station 12	C-Shift	R12	2/8/25 5:05 AM	2/8/25 5:11 AM	No incident found on arrival at dispatch address	06:11.0
PB250003278	Station 12	A-Shift	Q12	2/8/25 11:28 AM	2/8/25 11:35 AM	Removal of victim(s) from stalled elevator	06:50.0
PB250003294	Station 12	A-Shift	R12	2/8/25 1:43 PM	2/8/25 1:49 PM	EMS call, excluding vehicle accident with injury	06:13.0
PB250003303	Station 12	A-Shift	R12	2/8/25 3:31 PM	2/8/25 3:35 PM	EMS call, excluding vehicle accident with injury	04:49.0
PB250003320	Station 12	A-Shift	R12	2/8/25 7:53 PM	2/8/25 7:57 PM	No incident found on arrival at dispatch address	04:02.0
PB250003324	Station 12	A-Shift	R12	2/8/25 8:04 PM	2/8/25 8:06 PM	EMS call, excluding vehicle accident with injury	02:01.0
PB250003342	Station 12	B-Shift	R12	2/9/25 7:12 AM	2/9/25 7:16 AM	EMS call, excluding vehicle accident with injury	03:53.0
PB250003375	Station 12	B-Shift	R12	2/9/25 3:43 PM	2/9/25 3:52 PM	EMS call, excluding vehicle accident with injury	09:09.0
PB250003407	Station 12	B-Shift	R12	2/9/25 10:05 PM	2/9/25 10:14 PM	EMS call, excluding vehicle accident with injury	08:05.0
PB250003422	Station 12	C-Shift	R12	2/10/25 8:21 AM	2/10/25 8:28 AM	EMS call, excluding vehicle accident with injury	06:45.0
PB250003474	Station 12	C-Shift	R12	2/10/25 7:17 PM	2/10/25 7:23 PM	Public service assistance, other	06:13.0
PB250003479	Station 12	C-Shift	R12	2/10/25 8:04 PM	2/10/25 8:08 PM	EMS call, excluding vehicle accident with injury	04:03.0
PB250003511	Station 12	A-Shift	Q12	2/11/25 9:02 AM	2/11/25 9:11 AM	Alarm system activation, no fire - unintentional	09:20.0
PB250003527	Station 12	A-Shift	R12	2/11/25 12:34 PM	2/11/25 12:37 PM	EMS call, excluding vehicle accident with injury	02:57.0
PB250003548	Station 12	A-Shift	R12	2/11/25 6:21 PM	2/11/25 6:26 PM	EMS call, excluding vehicle accident with injury	04:50.0
PB250003582	Station 12	A-Shift	R12	2/12/25 3:52 AM	2/12/25 4:01 AM	No incident found on arrival at dispatch address	08:41.0
PB250003603	Station 12	B-Shift	R12	2/12/25 10:07 AM	2/12/25 10:17 AM	EMS call, excluding vehicle accident with injury	10:02.0
PB250003611	Station 12	B-Shift	Q12	2/12/25 11:51 AM	2/12/25 11:58 AM	Alarm system activation, no fire - unintentional	07:02.0
PB250003663	Station 12	C-Shift	R12	2/13/25 7:53 AM	2/13/25 7:58 AM	Public service assistance, other	05:16.0
PB250003677	Station 12	C-Shift	Q12	2/13/25 11:35 AM	2/13/25 11:42 AM	Alarm system sounded due to malfunction	07:29.0
PB250003694	Station 12	C-Shift	R12	2/13/25 3:30 PM	2/13/25 3:38 PM	EMS call, excluding vehicle accident with injury	08:20.0
PB250003715	Station 12	C-Shift	R12	2/13/25 8:10 PM	2/13/25 8:14 PM	EMS call, excluding vehicle accident with injury	03:54.0
PB250003744	Station 12	A-Shift	Q12	2/14/25 8:39 AM	2/14/25 8:48 AM	Water problem, other	09:40.0
PB250003760	Station 12	A-Shift	R12	2/14/25 12:59 PM	2/14/25 1:04 PM	EMS call, excluding vehicle accident with injury	05:31.0
PB250003783	Station 12	A-Shift	R12	2/14/25 6:13 PM	2/14/25 6:19 PM	EMS call, excluding vehicle accident with injury	05:33.0
PB250003791	Station 12	A-Shift	R12	2/14/25 7:55 PM	2/14/25 8:00 PM	EMS call, excluding vehicle accident with injury	04:58.0
PB250003809	Station 12	A-Shift	Q12	2/15/25 12:47 AM	2/15/25 12:59 AM	Assist invalid	12:02.0
PB250003811	Station 12	A-Shift	R12	2/15/25 1:02 AM	2/15/25 1:06	EMS call, excluding vehicle	04:58.0

					AM	accident with injury	
PB250003821	Station 12	A-Shift	R12	2/15/25 5:48 AM	2/15/25 5:54 AM	EMS call, excluding vehicle accident with injury	05:36.0
PB250003829	Station 12	B-Shift	R12	2/15/25 9:57 AM	2/15/25 10:06 AM	EMS call, excluding vehicle accident with injury	08:34.0
PB250003855	Station 12	B-Shift	R12	2/15/25 2:33 PM	2/15/25 2:38 PM	EMS call, excluding vehicle accident with injury	04:19.0
PB250003905	Station 12	C-Shift	R12	2/16/25 7:06 AM	2/16/25 7:12 AM	EMS call, excluding vehicle accident with injury	05:33.0
PB250003911	Station 12	C-Shift	R12	2/16/25 8:29 AM	2/16/25 8:38 AM	EMS call, excluding vehicle accident with injury	09:24.0
PB250003913	Station 12	C-Shift	R12	2/16/25 9:03 AM	2/16/25 9:07 AM	EMS call, excluding vehicle accident with injury	03:54.0
PB250003918	Station 12	C-Shift	Q12	2/16/25 9:43 AM	2/16/25 9:47 AM	Removal of victim(s) from stalled elevator	03:45.0
PB250003920	Station 12	C-Shift	Q12	2/16/25 10:33 AM	2/16/25 10:37 AM	Smoke or odor removal	04:02.0
PB250003971	Station 12	C-Shift	R12	2/17/25 1:08 AM	2/17/25 1:15 AM	EMS call, excluding vehicle accident with injury	07:01.0
PB250003973	Station 12	C-Shift	R12	2/17/25 1:54 AM	2/17/25 2:00 AM	EMS call, excluding vehicle accident with injury	05:56.0
PB250003976	Station 12	C-Shift	R12	2/17/25 4:40 AM	2/17/25 4:46 AM	EMS call, excluding vehicle accident with injury	05:47.0
PB250003980	Station 12	C-Shift	R12	2/17/25 5:06 AM	2/17/25 5:15 AM	EMS call, excluding vehicle accident with injury	08:56.0
PB250003999	Station 12	A-Shift	Q12	2/17/25 10:40 AM	2/17/25 10:46 AM	Detector activation, no fire - unintentional	06:29.0
PB250004005	Station 12	A-Shift	R12	2/17/25 12:28 PM	2/17/25 12:35 PM	Swimming/recreational water areas rescue	06:31.0
PB250004024	Station 12	A-Shift	R12	2/17/25 5:56 PM	2/17/25 6:02 PM	EMS call, excluding vehicle accident with injury	05:14.0
PB250004029	Station 12	A-Shift	Q12	2/17/25 7:45 PM	2/17/25 7:59 PM	Defective elevator, no occupants	13:50.0
PB250004061	Station 12	B-Shift	R12	2/18/25 8:38 AM	2/18/25 8:42 AM	EMS call, excluding vehicle accident with injury	03:35.0
PB250004146	Station 12	C-Shift	R12	2/19/25 8:59 AM	2/19/25 9:00 AM	EMS call, excluding vehicle accident with injury	01:17.0
PB250004156	Station 12	C-Shift	R12	2/19/25 10:41 AM	2/19/25 10:47 AM	EMS call, excluding vehicle accident with injury	05:26.0
PB250004165	Station 12	C-Shift	Q12	2/19/25 11:30 AM	2/19/25 11:42 AM	Removal of victim(s) from stalled elevator	11:07.0
PB250004169	Station 12	C-Shift	Q12	2/19/25 12:30 PM	2/19/25 12:33 PM	Removal of victim(s) from stalled elevator	02:44.0
PB250004176	Station 12	C-Shift	R12	2/19/25 2:01 PM	2/19/25 2:06 PM	EMS call, excluding vehicle accident with injury	04:33.0
PB250004183	Station 12	C-Shift	Q12	2/19/25 3:23 PM	2/19/25 3:31 PM	Smoke scare, odor of smoke	08:31.0
PB250004191	Station 12	C-Shift	Q12	2/19/25 5:01 PM	2/19/25 5:07 PM	Smoke detector activation, no fire - unintentional	06:10.0
PB250004227	Station 12	C-Shift	Q12	2/20/25 6:29 AM	2/20/25 6:29 AM	EMS call, excluding vehicle accident with injury	00:06.0
PB250004238	Station 12	A-Shift	Q12	2/20/25 9:14 AM	2/20/25 9:22 AM	EMS call, excluding vehicle accident with injury	08:12.0
PB250004269	Station 12	A-Shift	R12	2/20/25 2:19 PM	2/20/25 2:23 PM	EMS call, excluding vehicle accident with injury	04:29.0
PB250004307	Station 12	A-Shift	R12	2/21/25 2:33 AM	2/21/25 2:40 AM	EMS call, excluding vehicle accident with injury	07:19.0

PB250004325	Station 12	B-Shift	R12	2/21/25 11:03 AM	2/21/25 11:10 AM	EMS call, excluding vehicle accident with injury	06:11.0
PB250004334	Station 12	B-Shift	R12	2/21/25 12:22 PM	2/21/25 12:33 PM	EMS call, excluding vehicle accident with injury	10:48.0
PB250004361	Station 12	B-Shift	R12	2/21/25 4:06 PM	2/21/25 4:22 PM	EMS call, excluding vehicle accident with injury	15:20.0
PB250004362	Station 12	B-Shift	R12	2/21/25 4:53 PM	2/21/25 4:58 PM	EMS call, excluding vehicle accident with injury	05:09.0
PB250004363	Station 12	B-Shift	Q12	2/21/25 4:52 PM	2/21/25 4:55 PM	Removal of victim(s) from stalled elevator	03:15.0
PB250004371	Station 12	B-Shift	Q12	2/21/25 7:04 PM	2/21/25 7:09 PM	Public service	05:20.0
PB250004398	Station 12	B-Shift	R12	2/22/25 4:01 AM	2/22/25 4:11 AM	EMS call, excluding vehicle accident with injury	09:38.0
PB250004407	Station 12	C-Shift	Q12	2/22/25 7:21 AM	2/22/25 7:25 AM	EMS call, excluding vehicle accident with injury	03:51.0
PB250004407	Station 12	C-Shift	R12	2/22/25 7:31 AM	2/22/25 7:35 AM	EMS call, excluding vehicle accident with injury	04:25.0
PB250004412	Station 12	C-Shift	R12	2/22/25 9:45 AM	2/22/25 9:50 AM	EMS call, excluding vehicle accident with injury	04:41.0
PB250004421	Station 12	C-Shift	Q12	2/22/25 11:46 AM	2/22/25 11:52 AM	Removal of victim(s) from stalled elevator	05:18.0
PB250004429	Station 12	C-Shift	R12	2/22/25 1:08 PM	2/22/25 1:15 PM	EMS call, excluding vehicle accident with injury	06:18.0
PB250004434	Station 12	C-Shift	R12	2/22/25 2:21 PM	2/22/25 2:25 PM	EMS call, excluding vehicle accident with injury	03:42.0
PB250004437	Station 12	C-Shift	Q12	2/22/25 2:32 PM	2/22/25 2:36 PM	Smoke scare, odor of smoke	04:35.0
PB250004453	Station 12	C-Shift	R12	2/22/25 6:11 PM	2/22/25 6:14 PM	EMS call, excluding vehicle accident with injury	03:34.0
PB250004463	Station 12	C-Shift	R12	2/22/25 9:03 PM	2/22/25 9:04 PM	Police matter	00:54.0
PB250004500	Station 12	A-Shift	R12	2/23/25 11:06 AM	2/23/25 11:10 AM	EMS call, excluding vehicle accident with injury	03:26.0
PB250004504	Station 12	A-Shift	Q12	2/23/25 11:37 AM	2/23/25 11:45 AM	EMS call, excluding vehicle accident with injury	08:36.0
PB250004545	Station 12	A-Shift	R12	2/23/25 10:07 PM	2/23/25 10:14 PM	EMS call, excluding vehicle accident with injury	06:49.0
PB250004589	Station 12	B-Shift	R12	2/24/25 11:52 AM	2/24/25 11:58 AM	EMS call, excluding vehicle accident with injury	06:56.0
PB250004633	Station 12	B-Shift	R12	2/24/25 10:35 PM	2/24/25 10:44 PM	EMS call, excluding vehicle accident with injury	08:55.0
PB250004664	Station 12	C-Shift	Q12	2/25/25 10:12 AM	2/25/25 10:15 AM	Detector activation, no fire - unintentional	03:16.0
PB250004700	Station 12	C-Shift	R12	2/25/25 4:45 PM	2/25/25 4:52 PM	EMS call, excluding vehicle accident with injury	06:38.0
PB250004702	Station 12	C-Shift	Q12	2/25/25 4:50 PM	2/25/25 4:50 PM	EMS call, excluding vehicle accident with injury	00:12.0
PB250004707	Station 12	C-Shift	R12	2/25/25 6:06 PM	2/25/25 6:20 PM	EMS call, excluding vehicle accident with injury	13:55.0
PB250004716	Station 12	C-Shift	R12	2/25/25 8:20 PM	2/25/25 8:27 PM	EMS call, excluding vehicle accident with injury	06:49.0
PB250004716	Station 12	C-Shift	Q12	2/25/25 8:21 PM	2/25/25 8:27 PM	EMS call, excluding vehicle accident with injury	06:18.0
PB250004733	Station 12	C-Shift	R12	2/26/25 3:45 AM	2/26/25 3:50 AM	EMS call, excluding vehicle accident with injury	05:21.0
PB250004740	Station 12	A-Shift	R12	2/26/25 8:22 AM	2/26/25 8:27	No incident found on	05:07.0

					AM	arrival at dispatch address	
PB250004754	Station 12	A-Shift	R12	2/26/25 11:19 AM	2/26/25 11:24 AM	EMS call, excluding vehicle accident with injury	04:53.0
PB250004761	Station 12	A-Shift	R12	2/26/25 11:58 AM	2/26/25 12:04 PM	EMS call, excluding vehicle accident with injury	05:33.0
PB250004761	Station 12	A-Shift	Q12	2/26/25 11:58 AM	2/26/25 12:06 PM	EMS call, excluding vehicle accident with injury	07:33.0
PB250004782	Station 12	A-Shift	Q12	2/26/25 5:30 PM	2/26/25 5:40 PM	Public service	10:38.0
PB250004791	Station 12	A-Shift	R12	2/26/25 7:29 PM	2/26/25 7:35 PM	EMS call, excluding vehicle accident with injury	05:37.0
PB250004807	Station 12	A-Shift	R12	2/27/25 2:01 AM	2/27/25 2:10 AM	EMS call, excluding vehicle accident with injury	09:39.0
PB250004829	Station 12	B-Shift	R12	2/27/25 12:05 PM	2/27/25 12:14 PM	EMS call, excluding vehicle accident with injury	08:24.0
PB250004832	Station 12	B-Shift	R12	2/27/25 12:51 PM	2/27/25 12:58 PM	EMS call, excluding vehicle accident with injury	06:33.0
PB250004862	Station 12	B-Shift	R12	2/27/25 8:16 PM	2/27/25 8:22 PM	EMS call, excluding vehicle accident with injury	06:16.0

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea or another station had to come into Lauderdale by the Sea.**





Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for March 25, 2025.

1. North Silver Shores

North Silver Shores residents were concerned about traffic flow and speeding in their neighborhood, prompting staff to engage an engineering firm to gather traffic data and provide recommendations. The resulting study revealed that traffic volume in the neighborhood was approximately three times higher than expected for an area of its size primarily due to drivers using the neighborhood as a shortcut to avoid the Commercial/A1A intersection. While the neighborhood was concerned about speeding, the study found no significant evidence of excessive speed.

In response, staff organized a neighborhood meeting, where the traffic consultant recommended a traffic diverter at the intersections of Washington Avenue and Bougainvillea Drive to redirect traffic. While this measure would reduce the traffic volume, it would also limit residents' ability to drive within their neighborhood. To gather additional input from residents, staff distributed a letter and launched a survey, which will remain open until March 28th. The survey results will be compiled and presented at an April Commission meeting for further consideration. There has been no decision regarding the diverter at this time.

2. Vision

The last time the Town completed a vision/strategic plan, the downtown area was largely vacant, many hotels were in disrepair and the Town lacked a distinct identity. Since then, we have made significant progress, transforming the downtown into a vibrant area, encouraging the renovation of numerous hotels, and establishing a unique identity and brand that frequently earns recognition in national publications.

As we look ahead, it is crucial that we revisit our vision and create a plan to continue this momentum. The Commission has met to discuss their ideas and our next step is to engage with the community to gather their insight and suggestions. We have scheduled a meeting at Jarvis Hall on **Saturday, March 29th at 9:00 am** to hear from you. Your participation in this

important meeting will be vital as we shape the future of our Town.

3. Fishing

There has been a recent increase in beach fishing and surfcasting in town and our code officers will be closely monitoring the area for compliance with our regulations. For your reference, the following regulations are currently in effect:

- A recreational saltwater shoreline fishing license is required from the State of Florida, except for certain exempt individuals
- Fishing and surf casting on the beach from 4:00 pm to 9:00 am on weekdays, and from 6:00 pm to 9:00 am on weekends and holidays.
- Surfcasters must remain 300 feet away from the pier.
- While fishing is allowed, chumming is prohibited.
- Fishing should not occur near areas where swimmers are present.



4. Commercial and West Tradewinds Safety Enhancement

The Town has been working with FDOT for several years to improve traffic safety at West Tradewinds Avenue and Commercial Boulevard to eliminate prohibited turns from occurring at the intersection. The first phase of this project extended the curb from the median farther to the east, and the second phase will install traffic delineators along the turn lane. This will significantly reduce the chances of side-impact crashes due to these illegal movements.



5. El Mar/El Prado Crosswalk Enhancement

Vice Mayor Strauss and several residents asked staff to look into safety improvements for pedestrians at the crosswalks adjacent to El Prado Park. These improvements were completed last week and include new larger crosswalk signage as well as flashing beacons to alert vehicular traffic to pedestrians crossing the roadway. In addition, lighting was installed that will illuminate the crosswalk when the flashing beacons are activated. This is the first crosswalk in Town to utilize this technology.

6. Upcoming Meetings

Date	Meeting Type	Time
March 25	Commission Meeting	6:30 PM
March 26	Commission Workshop - Public Safety Building	6:00 PM
March 27	Code Compliance Meeting	5:00 PM
March 29	Visioning Workshop	9:00 AM
April 1	Charter Review Board	6:00 PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: January 2025 Finance Report

Explanation: Presented is the January 2025 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of January, the Town was 33.33% through the fiscal year.

Recommendation: N/A

Exhibits:

1. January 2025-Finance Report
2. January 2025-Revenue_Expenditure Report
3. January 2025-Cash Investment Report

The following is a summary of the operating results through 1/31/25:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 17,731,012.00	\$ -	\$ 17,731,012.00	\$ 13,035,743.97	73.52%	\$ 4,884,156.43	27.55%	\$ 8,151,587.54
Building Fund	\$ 1,728,121.00	\$ 275,102.00	\$ 1,453,019.00	\$ 303,929.39	20.92%	\$ 163,719.30	11.27%	\$ 140,210.09
Sewer Fund	\$ 1,710,480.00	\$ 8,480.00	\$ 1,702,000.00	\$ 287,497.91	16.89%	\$ 400,722.13	23.54%	\$ (113,224.22)
Fire Fund	\$ 2,024,159.00	\$ 600,000.00	\$ 1,424,159.00	\$ 1,248,402.75	87.66%	\$ 449,572.00	31.57%	\$ 798,830.75
Capital Fund	\$ 4,052,000.00	\$ 615,000.00	\$ 3,437,000.00	\$ -	0.00%	\$ 353,707.49	8.73%	\$ (353,707.49)
Parking Fund	\$ 3,319,784.00		\$ 3,319,784.00	\$ 1,253,455.83	37.76%	\$ 308,841.43	9.30%	\$ 944,614.40
Grand Total	\$ 30,565,556.00	\$ 1,498,582.00	\$ 29,066,974.00	\$ 16,129,029.85		\$ 6,560,718.78		\$ 9,568,311.07

Notable items this month are as follows:

General Fund:

- Through the month of January, the Town has received a total of \$11,638,087.10 or 85.90% of Ad Valorem Property Taxes of budgeted amount. (See table below).
- Overall General Fund revenues and expenditures are within budget.

January REPORT INFORMATION					
Collection Rates	2021	2022	2023	2024	2025
November	24.52%	22.87%	22.43%	23.56%	20.53%
December	83.41%	85.70%	84.17%	83.76%	82.38%
January	87.04%	89.34%	87.32%	86.22%	85.90%
February	90.85%	92.91%	91.31%	90.48%	
March	92.83%	94.68%	93.10%	92.82%	
April	97.64%	98.37%	96.88%	96.91%	
May	98.85%	99.10%	97.86%	98.17%	
June	100.17%	99.54%	98.89%	99.20%	
July	101.51%	101.25%	101.23%	101.56%	

Building Fund:

- Building Permit Fees are 21.81% of the budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for one month of their services in this fiscal year; therefore, expenses are only showing at 7.01%.

Sewer Fund:

- Sewer Fund revenues and expenditures are within expectations for the fiscal year.

Fire fund:

- Through the month of January, the Town has received a total of \$1,154,001.54 or 85.66% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Project Fund:

- Activity for the month of January for capital projects is displayed in the chart below:

JANUARY, 2024 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>January Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
Town Hall/Public Safety	\$ 500,000.00	\$ -	\$ -	0.00%	No activity for the month.
El Prado Park	\$ 775,000.00	\$ -	\$ -	0.00%	No activity for the month.
Storm Water Rate Study	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month.
Beach Portal	\$ 50,000.00	\$ -	\$ -	0.00%	No activity for the month.
FDOT A1A Pine Avenue to Palm Aire	\$ 255,000.00	\$ -	\$ -	0.00%	No activity for the month.
Tennis Court Lighting	\$ 45,000.00	\$ 31,677.90	\$ -	70.40%	No activity for the month.
Beach Renourishment	\$ 116,667.00	\$ 116,666.67	\$ -	100.00%	No activity for the month.
Traffic Improvements & Calming	\$ 150,000.00	\$ 24,678.83	\$ -	16.45%	No activity for the month.
Pedestrian Amenities	\$ 75,000.00	\$ 33,590.25	\$ -	44.79%	No activity for the month.
Street Project-Bougainvillea/Poinciana	\$ 225,000.00	\$ -	\$ -	0.00%	No activity for the month.
Roadway Paving & Refurbishment	\$ 483,691.00	\$ 54,673.13	\$ 54,673.13	11.30%	Payment made to The Paving Lady, Inc.
Resilient Florida Program	\$ 200,000.00	\$ -	\$ -	0.00%	No activity for the month.
Friedt Park	\$ 725,000.00	\$ 18,694.60	\$ 700.00	2.58%	Payment made to Spina, Inc.
75th Anniversary Garden	\$ 100,000.00	\$ 9,174.00	\$ -	9.17%	No activity for the month.
Totals:	\$ 3,825,358.00	\$ 289,155.38	\$ 55,373.13		

Parking Fund:

- Parking Revenues are 36.21% of the budgeted amount.
- Expenditures are within expectations.

Below is a breakdown of revenue by lots:

	<u>September, 2024</u>		<u>October, 2024</u>		<u>November, 2024</u>		<u>December, 2024</u>		<u>January, 2025</u>	
South Ocean	\$ 17,552.24	\$ 96.90	\$ 14,834.35	\$ (6,163.70)	\$ 20,592.02	\$ (406.03)	\$ 6,723.66	\$ (11,321.98)	\$ 22,724.02	\$ (1,914.96)
Ocean Front Meters	\$ 46,531.01	\$ 15,117.27	\$ 42,715.34	\$ 9,274.46	\$ 42,553.18	\$ 9,112.30	\$ 56,215.53	\$ 25,725.76	\$ 44,389.34	\$ 1,015.21
Commercial Blvd. Meters	\$ 12,251.39	\$ 4,837.10	\$ 12,159.26	\$ 3,215.44	\$ 11,979.95	\$ 3,036.13	\$ 14,053.81	\$ 6,348.61	\$ 15,685.62	\$ 3,924.35
Parking Meters-Beach	\$ 18,048.88	\$ 2,497.36	\$ 13,172.74	\$ (2,901.11)	\$ 14,673.57	\$ (1,400.28)	\$ 14,772.46	\$ 1,869.86	\$ 15,667.20	\$ (302.78)
Palm Portal-FDG	\$ 13,138.09	\$ 3,056.22	\$ 8,253.61	\$ (1,878.14)	\$ 8,803.59	\$ (1,328.16)	\$ 8,021.12	\$ (232.49)	\$ 9,705.80	\$ 684.20
El Prado Parking Lot	\$ 45,081.50	\$ 3,255.88	\$ 31,577.33	\$ (14,426.08)	\$ 37,935.59	\$ (8,067.82)	\$ 37,705.18	\$ (466.23)	\$ 45,296.79	\$ (1,824.42)
Town Hall Parking Lot	\$ 2,011.03	\$ 873.06	\$ 648.08	\$ (508.25)	\$ 749.80	\$ (406.53)	\$ 657.34	\$ (60.39)	\$ 1,036.60	\$ (1,267.05)
El Mar Parking Lot	\$ 23,515.65	\$ 5,226.90	\$ 25,295.38	\$ 3,590.74	\$ 26,358.14	\$ 4,653.50	\$ 25,895.35	\$ 6,462.26	\$ 25,069.82	\$ (1,947.52)
A1A Parking Lot	\$ 40,296.14	\$ 675.24	\$ 43,193.58	\$ (5,862.11)	\$ 48,687.94	\$ (367.75)	\$ 44,591.53	\$ 851.06	\$ 50,303.92	\$ (9,282.89)
Bougainvilla/Poinciana	\$ 18,862.19	\$ 2,604.73	\$ 16,219.54	\$ (1,545.26)	\$ 19,336.88	\$ 1,572.08	\$ 22,170.82	\$ 6,244.63	\$ 24,990.01	\$ (116.35)
Monthly Total:	\$ 237,288.12		\$ 208,069.21		\$ 231,670.66		\$ 230,806.80		\$ 254,869.12	
<i>Difference from last year \$:</i>	\$ 38,240.66		\$ (17,204.01)		\$ 36,284.95		\$ 53,231.10		\$ (11,032.21)	
<i>Difference from last year %:</i>	19.21%		-7.64%		18.57%		29.98%		-4.15%	
Additional Parking Income:										
Parking Permits									\$ 8,814.71	
Parking Fines									\$ 25,017.45	
GRAND TOTAL:									\$ 288,701.28	

The top producing lots for the month of January were:

1. A1A Parking Lot
2. El Prado Parking Lot
3. Ocean Front Meters
4. El Mar Parking Lot



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311101 Ad Valorem Property Taxes	13,548,619.00	13,548,619.00	477,105.72	11,638,087.10	-1,910,531.90	85.90 %
Department: 301000 - Ad Valorem Property Taxes Total:	13,548,619.00	13,548,619.00	477,105.72	11,638,087.10	-1,910,531.90	85.90%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	986,700.00	986,700.00	83,906.46	272,660.02	-714,039.98	27.63 %
001-301100-311440 Gas Utility Tax	23,000.00	23,000.00	1,834.04	2,870.60	-20,129.40	12.48 %
001-301100-314300 Water Utility Tax	189,000.00	189,000.00	16,127.48	48,189.20	-140,810.80	25.50 %
Department: 301100 - Utility Taxes Total:	1,198,700.00	1,198,700.00	101,867.98	323,719.82	-874,980.18	27.01%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	670,000.00	670,000.00	62,114.21	204,205.48	-465,794.52	30.48 %
001-301600-313300 Waste Franchise Collection	161,999.00	161,999.00	10,166.37	33,272.62	-128,726.38	20.54 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	23,000.00	23,000.00	2,308.37	6,355.55	-16,644.45	27.63 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	864,799.00	864,799.00	74,588.95	243,833.65	-620,965.35	28.20%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	1,555.71	78,921.89	-21,078.11	78.92 %
001-302000-321110 Sidewalk Cafe Row	85,000.00	85,000.00	6,800.00	113,145.00	28,145.00	133.11 %
001-302000-322150 Miscellaneous Permits	700.00	700.00	0.00	50.00	-650.00	7.14 %
001-302000-322250 Zoning Permit & Fees	1,000.00	1,000.00	0.00	30.00	-970.00	3.00 %
001-302000-322400 Sign Permits	500.00	500.00	0.00	550.00	50.00	110.00 %
Department: 302000 - Licenses & Permits Total:	187,200.00	187,200.00	8,355.71	192,696.89	5,496.89	102.94%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	185,000.00	185,000.00	15,680.33	65,941.51	-119,058.49	35.64 %
001-303000-311150 Alcoholic Beverage License	17,000.00	17,000.00	0.00	0.00	-17,000.00	0.00 %
001-303000-311180 Sales Tax	525,000.00	525,000.00	40,297.57	113,452.06	-411,547.94	21.61 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	21,173.43	67,449.76	-50.24	99.93 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	5,207.98	18,928.41	-29,071.59	39.43 %
001-303000-315100 Communication Service Tax	327,000.00	327,000.00	22,012.76	74,244.90	-252,755.10	22.70 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,203,884.00	1,203,884.00	104,372.07	340,016.64	-863,867.36	28.24%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	5,250.00	5,250.00	5,150.00	5,590.00	340.00	106.48 %
Department: 304000 - Charges for Services Total:	7,250.00	7,250.00	5,150.00	5,590.00	-1,660.00	77.10%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	30,000.00	30,000.00	2,349.61	7,584.88	-22,415.12	25.28 %
001-305000-354160 Code Enforcement Fines	55,000.00	55,000.00	50.00	1,700.00	-53,300.00	3.09 %
001-305000-359100 Other Fines & Alarms	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	87,000.00	87,000.00	2,399.61	9,284.88	-77,715.12	10.67%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	112,335.00	112,335.00	69,878.54	177,578.25	65,243.25	158.08 %
001-306000-362000 Rent/lease Royalties	129,675.00	129,675.00	10,500.00	44,600.00	-85,075.00	34.39 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	13,500.00	13,500.00	0.00	2,000.00	-11,500.00	14.81 %
001-306000-369100 Miscellaneous Revenues	75,050.00	75,050.00	1,433.76	31,190.83	-43,859.17	41.56 %
001-306000-369200 Miscellaneous Applications	5,000.00	5,000.00	1,325.00	6,070.00	1,070.00	121.40 %
001-306000-369201 Miscellaneous Merchandisesales	5,000.00	5,000.00	788.99	2,654.92	-2,345.08	53.10 %
001-306000-369250 Recreational Activities Fee	17,500.00	17,500.00	3,940.00	15,905.00	-1,595.00	90.89 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	300.00	300.00	-200.00	60.00 %
001-306000-369901	Insurance Reimbursement	20,000.00	20,000.00	0.00	2,215.99	-17,784.01	11.08 %
Department: 306000 - Miscellaneous Revenues Total:		383,560.00	383,560.00	88,166.29	282,514.99	-101,045.01	73.66%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	135,000.00	135,000.00	10,000.87	37,663.60	97,336.40	27.90 %
001-511000-500210	Employer Fica Taxes	10,450.00	10,450.00	529.90	1,964.89	8,485.11	18.80 %
001-511000-500220	Retirement	60,750.00	60,750.00	4,407.50	15,537.58	45,212.42	25.58 %
001-511000-500230	Group Insurance	92,000.00	92,000.00	2,276.10	20,357.61	71,642.39	22.13 %
001-511000-500345	Contractual Services	16,000.00	16,000.00	112.50	1,087.50	14,912.50	6.80 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	75.19	1,424.81	5.01 %
001-511000-500512	Elections	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	0.00	1,380.00	1,870.00	42.46 %
001-511000-500545	Training	12,500.00	12,500.00	0.00	2,500.40	9,999.60	20.00 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	4,037.43	4,687.82	10,512.18	30.84 %
Department: 511000 - Commission Total:		352,150.00	352,150.00	21,364.30	85,254.59	266,895.41	24.21%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	68,500.00	68,500.00	6,000.00	48,500.00	20,000.00	70.80 %
Department: 511100 - Donation-Non Profits Total:		68,500.00	68,500.00	6,000.00	48,500.00	20,000.00	70.80%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	80,815.00	80,815.00	3,417.18	13,561.73	67,253.27	16.78 %
001-511200-500210	Employer Fica Taxes	6,265.00	6,265.00	261.41	1,037.44	5,227.56	16.56 %
001-511200-500220	Retirement	13,786.00	13,786.00	664.08	2,498.92	11,287.08	18.13 %
001-511200-500230	Group Insurance	3,450.00	3,450.00	167.17	792.69	2,657.31	22.98 %
001-511200-500311	Advertisements	3,000.00	3,000.00	475.00	475.00	2,525.00	15.83 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	218.97	1,357.75	3,052.25	30.79 %
001-511200-500345	Contractual Services	6,000.00	6,000.00	0.00	736.67	5,263.33	12.28 %
001-511200-500430	Electric Service	2,100.00	2,100.00	100.04	449.02	1,650.98	21.38 %
001-511200-500431	Water Service	5,300.00	5,300.00	375.80	1,965.04	3,334.96	37.08 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	122.63	386.05	2,763.95	12.26 %
001-511200-500495	Special Events	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511200-500506	Printing & Binding	3,065.00	3,065.00	0.00	1,498.50	1,566.50	48.89 %
001-511200-500520	Bldg. Maintenance	5,000.00	5,000.00	189.75	492.00	4,508.00	9.84 %
001-511200-500550	Operating Expenses	5,000.00	5,000.00	473.92	638.03	4,361.97	12.76 %
Department: 511200 - Visitor Center Total:		142,341.00	142,341.00	6,465.95	25,888.84	116,452.16	18.19%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	665,203.00	665,203.00	54,155.59	195,500.30	469,702.70	29.39 %
001-513000-500140	Overtime Salaries	5,500.00	5,500.00	282.52	660.92	4,839.08	12.02 %
001-513000-500210	Employer Fica Taxes	51,425.00	51,425.00	4,292.01	12,515.69	38,909.31	24.34 %
001-513000-500220	Retirement	154,950.00	154,950.00	14,255.24	48,643.03	106,306.97	31.39 %
001-513000-500230	Group Insurance	155,250.00	155,250.00	8,389.00	49,523.13	105,726.87	31.90 %
001-513000-500315	Professional Services	36,000.00	36,000.00	0.00	0.00	36,000.00	0.00 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	10,000.00	14,000.00	33,000.00	29.79 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	660.74	1,447.79	3,552.21	28.96 %
001-513000-500345	Contractual Services	98,100.00	98,100.00	4,959.82	22,326.89	75,773.11	22.76 %
001-513000-500463	Service Maintenance Contracts	54,800.00	54,800.00	880.27	3,702.68	51,097.32	6.76 %
001-513000-500506	Printing & Binding	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-513000-500508	Postage	5,000.00	5,000.00	234.70	1,253.84	3,746.16	25.08 %
001-513000-500510	Office Supplies	6,700.00	6,700.00	418.75	2,476.13	4,223.87	36.96 %
001-513000-500525	Uniform Expense	1,087.00	1,087.00	0.00	0.00	1,087.00	0.00 %
001-513000-500540	Dues & Subscriptions	9,900.00	9,900.00	575.00	1,275.00	8,625.00	12.88 %
001-513000-500545	Training	27,000.00	27,000.00	2,016.12	2,142.08	24,857.92	7.93 %
001-513000-500550	Operating Expenses	26,000.00	26,000.00	3,470.85	6,136.30	19,863.70	23.60 %
001-513000-500640	Capital Outlay - Equip't & Mach	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
Department: 513000 - Administration Total:		1,381,915.00	1,381,915.00	104,590.61	361,603.78	1,020,311.22	26.17%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	39,341.40	119,753.20	240,246.80	33.26 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	48,000.00	48,000.00	0.00	0.00	48,000.00	0.00 %
Department: 514000 - Town Attorney Total:		408,000.00	408,000.00	39,341.40	119,753.20	288,246.80	29.35%
Department: 519000 - General							
001-519000-500311	Advertisements	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
001-519000-500315	Professional Services	139,500.00	139,500.00	8,269.75	39,582.18	99,917.82	28.37 %
001-519000-500345	Contractual Services	83,200.00	83,200.00	0.00	15,023.71	68,176.29	18.06 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	18,268.74	77,471.46	172,528.54	30.99 %
001-519000-500451	Auto, Property & Liability Ins	308,300.00	308,300.00	672.66	211,234.16	97,065.84	68.52 %
001-519000-500452	Workers Compensation Insur	90,200.00	90,200.00	0.00	26,089.50	64,110.50	28.92 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	6,000.00	17,100.00	25.97 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	24,320.49	165,679.51	12.80 %
001-519000-500506	Printing & Binding	0.00	0.00	0.00	1,420.00	-1,420.00	0.00 %
001-519000-500550	Operating Expenses	96,600.00	96,600.00	95.00	79,156.71	17,443.29	81.94 %
001-519000-500552	Recycling And Solid Waste Exp	70,000.00	70,000.00	226.54	11,307.27	58,692.73	16.15 %
001-519000-500640	Capital Outlay - Equipt & Mach	40,000.00	40,000.00	0.00	25,636.02	14,363.98	64.09 %
Department: 519000 - General Total:		1,295,900.00	1,295,900.00	27,532.69	517,241.50	778,658.50	39.91%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	90,000.00	90,000.00	5,694.78	21,070.69	68,929.31	23.41 %
001-519100-500210	Employer Fica Taxes	7,000.00	7,000.00	435.98	1,612.96	5,387.04	23.04 %
001-519100-500220	Retirement	12,500.00	12,500.00	776.20	2,699.10	9,800.90	21.59 %
001-519100-500230	Group Insurance	20,000.00	20,000.00	1,093.66	6,874.64	13,125.36	34.37 %
001-519100-500311	Advertisements	12,000.00	12,000.00	100.00	100.00	11,900.00	0.83 %
001-519100-500315	Professional Services	166,000.00	166,000.00	364.35	17,579.88	148,420.12	10.59 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	1,355.64	1,755.62	4,994.38	26.01 %
001-519100-500347	Programs	12,300.00	12,300.00	1,118.81	2,879.87	9,420.13	23.41 %
001-519100-500495	Special Events	277,100.00	277,100.00	18,327.96	57,510.86	219,589.14	20.75 %
001-519100-500506	Printing & Binding	44,000.00	44,000.00	906.50	1,576.50	42,423.50	3.58 %
001-519100-500540	Dues & Subscriptions	1,900.00	1,900.00	0.00	456.67	1,443.33	24.04 %
001-519100-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	24.45	24.45	1,975.55	1.22 %
Department: 519100 - Tourism and Community Outreach Total:		653,550.00	653,550.00	30,198.33	114,141.24	539,408.76	17.46%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	19,297.76	23,434.47	76,565.53	23.43 %
001-521000-500345	Contractual Services	6,321,135.00	6,321,135.00	527,029.92	2,081,219.13	4,239,915.87	32.92 %
001-521000-500352	Contract Services	5,500.00	5,500.00	0.00	4,996.19	503.81	90.84 %
001-521000-500640	Capital Outlay - Equipt & Mach	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
Department: 521000 - Police Department Total:		6,439,135.00	6,439,135.00	546,327.68	2,109,649.79	4,329,485.21	32.76%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	519,680.00	519,680.00	40,250.00	161,000.00	358,680.00	30.98 %
Department: 523000 - Emergency Medical Services Total:		519,680.00	519,680.00	40,250.00	161,000.00	358,680.00	30.98%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	295,900.00	295,900.00	18,335.69	81,845.10	214,054.90	27.66 %
001-524000-500121	Temporary Salaries/ Interns	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	397.91	819.78	5,180.22	13.66 %
001-524000-500210	Employer Fica Taxes	22,925.00	22,925.00	1,498.02	6,700.80	16,224.20	29.23 %
001-524000-500220	Retirement	59,275.00	59,275.00	3,738.72	13,433.21	45,841.79	22.66 %
001-524000-500230	Group Insurance	87,000.00	87,000.00	5,183.34	28,925.69	58,074.31	33.25 %
001-524000-500315	Professional Services	60,000.00	60,000.00	867.06	3,934.64	56,065.36	6.56 %
001-524000-500345	Contractual Services	539,952.00	539,952.00	20,958.26	73,089.52	466,862.48	13.54 %
001-524000-500462	Fuel	0.00	0.00	0.00	154.57	-154.57	0.00 %
001-524000-500463	Service Maintenance Contracts	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	71.00	71.00	2,929.00	2.37 %
001-524000-500508	Postage	3,000.00	3,000.00	0.00	132.30	2,867.70	4.41 %
001-524000-500510	Office Supplies	2,500.00	2,500.00	196.05	627.55	1,872.45	25.10 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	5,000.00	5,000.00	0.00	264.00	4,736.00	5.28 %
001-524000-500545	Training	8,000.00	8,000.00	650.00	650.00	7,350.00	8.13 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	11,000.00	11,000.00	3,214.92	4,201.04	6,798.96	38.19 %
Department: 524000 - Development Services Total:		1,115,152.00	1,115,152.00	55,110.97	214,849.20	900,302.80	19.27%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,124,881.00	1,124,881.00	77,388.31	271,969.23	852,911.77	24.18 %
001-541100-500140	Overtime Salaries	71,500.00	71,500.00	6,844.33	30,920.53	40,579.47	43.25 %
001-541100-500210	Employer Fica Taxes	87,300.00	87,300.00	6,593.09	23,761.99	63,538.01	27.22 %
001-541100-500220	Retirement	171,250.00	171,250.00	14,046.91	45,108.70	126,141.30	26.34 %
001-541100-500230	Group Insurance	327,750.00	327,750.00	18,337.35	118,013.99	209,736.01	36.01 %
001-541100-500315	Professional Services	65,000.00	65,000.00	0.00	550.00	64,450.00	0.85 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,069.57	6,425.07	11,574.93	35.69 %
001-541100-500345	Contractual Services	625,500.00	625,500.00	41,054.00	175,812.50	449,687.50	28.11 %
001-541100-500410	Communications	65,000.00	65,000.00	8,037.22	26,890.50	38,109.50	41.37 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,390.30	19,232.71	38,767.29	33.16 %
001-541100-500431	Water Service	225,000.00	225,000.00	19,351.12	97,880.34	127,119.66	43.50 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	1,896.31	17,229.68	52,770.32	24.61 %
001-541100-500445	Equip Rent/lease	30,000.00	30,000.00	11,513.11	25,743.66	4,256.34	85.81 %
001-541100-500460	Equipment Maintenance	45,000.00	45,000.00	24,248.08	28,751.17	16,248.83	63.89 %
001-541100-500461	Vehicle Maintenance	25,000.00	25,000.00	1,677.81	7,787.53	17,212.47	31.15 %
001-541100-500462	Fuel	60,000.00	60,000.00	0.00	6,366.93	53,633.07	10.61 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	2,452.73	10,357.81	10,642.19	49.32 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-541100-500508	Postage	300.00	300.00	0.00	223.21	76.79	74.40 %
001-541100-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-541100-500520	Bldg. Maintenance	153,500.00	153,500.00	17,650.65	41,479.32	112,020.68	27.02 %
001-541100-500525	Uniform Expense	30,000.00	30,000.00	2,411.44	9,976.65	20,023.35	33.26 %
001-541100-500529	Street Light Maintenance	70,000.00	70,000.00	6,028.09	15,139.34	54,860.66	21.63 %
001-541100-500530	Street Maint Repair Supply	85,000.00	85,000.00	6,363.38	11,656.10	73,343.90	13.71 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	5,192.80	10,819.24	44,180.76	19.67 %
001-541100-500532	Signs	12,500.00	12,500.00	2,147.04	9,709.20	2,790.80	77.67 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	950.66	2,299.34	29.25 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	4,000.00	4,000.00	0.00	5,106.00	-1,106.00	127.65 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	150,000.00	150,000.00	12,632.26	57,022.33	92,977.67	38.01 %
001-541100-500624	Capital Outlay-bldg. Improvem	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
001-541100-500640	Capital Outlay - Equip & Mach	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
001-541100-500644	Capital Outlay-vehicles	57,459.00	57,459.00	3,602.88	13,934.77	43,524.23	24.25 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,982,690.00	3,982,690.00	294,928.78	1,088,819.16	2,893,870.84	27.34%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	113,999.00	113,999.00	8,589.92	36,749.28	77,249.72	32.24 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	176.77	705.85	1,794.15	28.23 %
001-572000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 572000 - Recreation Total:		116,999.00	116,999.00	8,766.69	37,455.13	79,543.87	32.01%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	1,255,000.00	1,255,000.00	0.00	0.00	1,255,000.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,005,000.00	-1,005,000.00	0.00	0.00	1,005,000.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-318,871.07	8,151,587.54	8,151,587.54	0.00%

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 306000 - Miscellaneous Revenues						
101-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	391.11	391.11	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 102 - Building Fund						
Department: 000000 - Assigned						
102-000000-380200 Appropriated Fund Balance	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00 %
Department: 000000 - Assigned Total:	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,393,019.00	1,393,019.00	90,002.10	303,825.24	-1,089,193.76	21.81 %
102-302100-322105 Fire Plan Review Fees	60,000.00	60,000.00	-1,958.31	91.90	-59,908.10	0.15 %
102-302100-322106 Building Recording Fee	0.00	0.00	0.00	12.25	12.25	0.00 %
Department: 302100 - Building Permit and Inpection Total:	1,453,019.00	1,453,019.00	88,043.79	303,929.39	-1,149,089.61	20.92%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	215,721.00	215,721.00	23,207.82	49,795.96	165,925.04	23.08 %
102-524100-500121 Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500210 Employer Fica Taxes	17,400.00	17,400.00	1,770.62	3,725.24	13,674.76	21.41 %
102-524100-500220 Retirement	48,000.00	48,000.00	4,209.48	10,609.62	37,390.38	22.10 %
102-524100-500230 Group Insurance	80,000.00	80,000.00	2,127.62	11,768.36	68,231.64	14.71 %
102-524100-500315 Professional Services	175,000.00	175,000.00	4,385.25	11,084.88	163,915.12	6.33 %
102-524100-500345 Contractual Services	79,000.00	79,000.00	2,378.00	10,648.00	68,352.00	13.48 %
102-524100-500402 Building Permit Services	900,000.00	900,000.00	63,088.28	63,088.28	836,911.72	7.01 %
102-524100-500463 Service Maintenance Contracts	3,000.00	3,000.00	267.94	2,668.96	331.04	88.97 %
102-524100-500550 Operating Expenses	2,000.00	2,000.00	330.00	330.00	1,670.00	16.50 %
102-524100-581001 Transfer To GF-OH Costs	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 524100 - Building Total:	1,728,121.00	1,728,121.00	101,765.01	163,719.30	1,564,401.70	9.47%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-13,721.22	140,210.09	140,210.09	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - Assigned						
103-000000-380200 Appropriated Fund Balance	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00 %
Department: 000000 - Assigned Total:	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,700,000.00	1,700,000.00	103,385.33	287,497.91	-1,412,502.09	16.91 %
Department: 304000 - Charges for Services Total:	1,700,000.00	1,700,000.00	103,385.33	287,497.91	-1,412,502.09	16.91%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	112,900.00	112,900.00	8,188.45	31,918.43	80,981.57	28.27 %
103-535000-500140 Overtime Salaries	6,600.00	6,600.00	0.00	1,555.01	5,044.99	23.56 %
103-535000-500210 Employer Fica Taxes	8,637.00	8,637.00	624.07	2,658.77	5,978.23	30.78 %
103-535000-500220 Retirement	23,325.00	23,325.00	1,771.14	6,779.87	16,545.13	29.07 %
103-535000-500230 Group Insurance	42,100.00	42,100.00	1,923.24	10,403.66	31,696.34	24.71 %
103-535000-500340 Sewer/wastewater	1,010,000.00	1,010,000.00	158,676.49	327,832.68	682,167.32	32.46 %
103-535000-500345 Contractual Services	65,000.00	65,000.00	872.83	2,519.14	62,480.86	3.88 %
103-535000-500430 Electric Service	30,000.00	30,000.00	1,948.97	7,564.99	22,435.01	25.22 %
103-535000-500431 Water Service	500.00	500.00	106.91	240.72	259.28	48.14 %
103-535000-500459 Sewer Line Maintenance	200,000.00	200,000.00	-78,125.88	9,248.86	190,751.14	4.62 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
103-535000-500550 Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500630 Cap Outlay Imp Other Than Bldg	105,168.00	105,168.00	0.00	0.00	105,168.00	0.00 %
Department: 535000 - Sanitary Sewers Total:	1,710,480.00	1,710,480.00	95,986.22	400,722.13	1,309,757.87	23.43%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	7,399.11	-113,224.22	-113,224.22	0.00%
Fund: 115 - Fire Fund						
Department: 000000 - Assigned						
115-000000-380203 Appropriation From Fire Fund	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000000 - Assigned Total:	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,347,159.00	1,347,159.00	52,394.34	1,154,001.54	-193,157.46	85.66 %
Department: 301050 - Fire Assessment Total:	1,347,159.00	1,347,159.00	52,394.34	1,154,001.54	-193,157.46	85.66%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	77,000.00	77,000.00	2,670.10	76,222.83	-777.17	98.99 %
Department: 304000 - Charges for Services Total:	77,000.00	77,000.00	2,670.10	76,222.83	-777.17	98.99%
Department: 306000 - Miscellaneous Revenues						
115-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	18,178.38	18,178.38	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	0.00	0.00	0.00	18,178.38	18,178.38	0.00%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	83,000.00	83,000.00	0.00	80,322.00	2,678.00	96.77 %
115-522000-500345 Contractual Services	987,100.00	987,100.00	122,500.00	369,250.00	617,850.00	37.41 %
115-522000-500520 Bldg. Maintenance	4,059.00	4,059.00	0.00	0.00	4,059.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemnt	900,000.00	900,000.00	0.00	0.00	900,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 522000 - Fire Department Total:	2,024,159.00	2,024,159.00	122,500.00	449,572.00	1,574,587.00	22.21%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-67,435.56	798,830.75	798,830.75	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - Assigned						
300-000000-380200 Appropriated Fund Balance	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00 %
Department: 000000 - Assigned Total:	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00%
Department: 303000 - Intergovernmental Revenues						
300-303000-334920 Beach Portal-Funding	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
300-303000-334929 Friedt Park Funding	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
300-303000-334933 Resilient Florida Program (DEP) Gra...	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	450,000.00	450,000.00	0.00	0.00	-450,000.00	0.00%
Department: 519000 - General						
300-519000-500120 Regular Salaries	86,657.00	86,657.00	6,269.85	25,184.09	61,472.91	29.06 %
300-519000-500210 Employer Fica Taxes	6,630.00	6,630.00	479.64	1,926.57	4,703.43	29.06 %
300-519000-500220 Retirement	24,380.00	24,380.00	1,764.99	7,009.15	17,370.85	28.75 %
300-519000-500230 Group Insurance	18,975.00	18,975.00	1,064.27	5,756.49	13,218.51	30.34 %
300-519000-500640 Capital Outlay - Equipt & Mach	90,000.00	90,000.00	0.00	24,721.24	65,278.76	27.47 %
Department: 519000 - General Total:	226,642.00	226,642.00	9,578.75	64,597.54	162,044.46	28.50%
Department: 519161 - Town Hall / Public Safety						
300-519161-500629 Capital Outlay - Design/permit	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 519161 - Town Hall / Public Safety Total:	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
Department: 545170 - El Prado Park						
300-545170-500630 Cap Outlay Imp Other Than Bldg	775,000.00	775,000.00	0.00	0.00	775,000.00	0.00 %
Department: 545170 - El Prado Park Total:	775,000.00	775,000.00	0.00	0.00	775,000.00	0.00%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	-45.43	45.43	0.00 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	0.00	0.00	0.00	-45.43	45.43	0.00%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 572102 - Beach Portal						
300-572102-500629 Capital Outlay - Design/permit	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 572102 - Beach Portal Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
Department: 572108 - FDOT A1A Pine Ave to Palm Ave						
300-572108-500630 Cap Outlay Imp other than bldg	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00 %
Department: 572108 - FDOT A1A Pine Ave to Palm Ave Total:	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00%
Department: 572110 - Tennis Court Lighting						
300-572110-500630 Cap Outlay Imp other than bldg	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40 %
Department: 572110 - Tennis Court Lighting Total:	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,666.67	0.33	100.00 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	0.00	116,666.67	0.33	100.00%
Department: 575200 - Traffic Improvements & Calming						
300-575200-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	0.00	24,678.83	125,321.17	16.45 %
Department: 575200 - Traffic Improvements & Calming Total:	150,000.00	150,000.00	0.00	24,678.83	125,321.17	16.45%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	33,590.25	41,409.75	44.79 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	0.00	33,590.25	41,409.75	44.79%
Department: 576136 - Street Proj.Bougain.Poinciana						
300-576136-500629 Capital Outlay - Design/permit	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00%
Department: 576138 - Rodway Paving & Refurbishment						
300-576138-500630 Cap Outlay Imp Other Than Bldg	483,691.00	483,691.00	54,673.13	54,673.13	429,017.87	11.30 %
Department: 576138 - Rodway Paving & Refurbishment Total:	483,691.00	483,691.00	54,673.13	54,673.13	429,017.87	11.30%
Department: 576305 - Resilient Florida Program -Project						
300-576305-500630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 576305 - Resilient Florida Program -Project Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	725,000.00	725,000.00	700.00	18,694.60	706,305.40	2.58 %
Department: 577100 - Friedt Park Total:	725,000.00	725,000.00	700.00	18,694.60	706,305.40	2.58%
Department: 577102 - 75th Anniversary Garden						
300-577102-500630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17 %
Department: 577102 - 75th Anniversary Garden Total:	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,255,000.00	1,255,000.00	0.00	0.00	-1,255,000.00	0.00 %
300-581100-381106 Transfer From Parking Fund	1,732,000.00	1,732,000.00	0.00	0.00	-1,732,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:	2,987,000.00	2,987,000.00	0.00	0.00	-2,987,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-64,951.88	-353,707.49	-353,707.49	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	148,000.00	148,000.00	8,814.71	74,191.18	-73,808.82	50.13 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	210,000.00	210,000.00	22,724.02	64,874.05	-145,125.95	30.89 %
310-304000-344552 Ocean Front Meters	350,000.00	350,000.00	44,389.34	185,873.39	-164,126.61	53.11 %
310-304000-344553 Commermercial Blvd. Meters	90,000.00	90,000.00	15,685.62	53,878.64	-36,121.36	59.87 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	15,667.20	58,285.97	-141,714.03	29.14 %
310-304000-344555 Palm Portal- Fdg	99,000.00	99,000.00	9,705.80	34,784.12	-64,215.88	35.14 %
310-304000-344556 El Prado Parking Lot	650,000.00	650,000.00	45,296.79	152,514.89	-497,485.11	23.46 %
310-304000-344558 Town Hall Parking Lot	35,000.00	35,000.00	1,036.60	3,091.82	-31,908.18	8.83 %
310-304000-344559 El Mar Parking Lot	295,000.00	295,000.00	25,069.82	102,618.69	-192,381.31	34.79 %
310-304000-344560 A1A Parking Lot	650,000.00	650,000.00	50,303.92	186,776.97	-463,223.03	28.73 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-304000-344563	Bougainvilla/ Poinciana	199,000.00	199,000.00	24,990.01	82,717.25	-116,282.75	41.57 %
Department: 304000 - Charges for Services Total:		3,020,024.00	3,020,024.00	263,683.83	1,093,630.97	-1,926,393.03	36.21%
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	110,000.00	110,000.00	25,017.45	112,382.26	2,382.26	102.17 %
Department: 305000 - Fines & Forfeitures Total:		110,000.00	110,000.00	25,017.45	112,382.26	2,382.26	102.17%
Department: 306000 - Miscellaneous Revenues							
310-306000-362001	Bougainvilla Rent	149,760.00	149,760.00	11,532.17	47,442.60	-102,317.40	31.68 %
Department: 306000 - Miscellaneous Revenues Total:		149,760.00	149,760.00	11,532.17	47,442.60	-102,317.40	31.68%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	236,000.00	236,000.00	17,649.31	69,135.12	166,864.88	29.29 %
310-545000-500140	Overtime Salaries	4,200.00	4,200.00	0.00	2,023.20	2,176.80	48.17 %
310-545000-500210	Employer Fica Taxes	18,400.00	18,400.00	1,026.30	4,147.51	14,252.49	22.54 %
310-545000-500220	Retirement	45,000.00	45,000.00	3,442.42	13,065.81	31,934.19	29.04 %
310-545000-500230	Group Insurance	76,000.00	76,000.00	4,061.27	23,470.05	52,529.95	30.88 %
310-545000-500345	Contractual Services	523,000.00	523,000.00	12,438.34	122,325.72	400,674.28	23.39 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	3,696.53	14,601.24	70,398.76	17.18 %
310-545000-500410	Communications	3,000.00	3,000.00	156.96	572.91	2,427.09	19.10 %
310-545000-500430	Electric Service	9,600.00	9,600.00	772.82	2,555.81	7,044.19	26.62 %
310-545000-500431	Water Service	27,500.00	27,500.00	1,292.72	6,667.27	20,832.73	24.24 %
310-545000-500445	Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461	Vehicle Maintenance	8,000.00	8,000.00	0.00	285.85	7,714.15	3.57 %
310-545000-500462	Fuel	15,000.00	15,000.00	0.00	1,226.93	13,773.07	8.18 %
310-545000-500463	Service Maintenance Contracts	48,588.00	48,588.00	3,588.00	29,808.00	18,780.00	61.35 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
310-545000-500508	Postage	1,000.00	1,000.00	83.63	332.94	667.06	33.29 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	199.90	800.10	19.99 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	742.64	3,733.75	9,266.25	28.72 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	2,096.54	2,096.54	35,903.46	5.52 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	37,000.00	37,000.00	73.33	1,246.88	35,753.12	3.37 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	32,310.00	32,310.00	0.00	0.00	32,310.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	104,000.00	104,000.00	4,420.00	4,420.00	99,580.00	4.25 %
310-545000-500644	Capital Outlay-vehicles	31,686.00	31,686.00	1,910.28	6,926.00	24,760.00	21.86 %
310-545000-500646	Capital Outlay-Reserves	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
Department: 545000 - Parking Operations Total:		1,587,784.00	1,587,784.00	57,451.09	308,841.43	1,278,942.57	19.45%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,732,000.00	1,732,000.00	0.00	0.00	1,732,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:		1,732,000.00	1,732,000.00	0.00	0.00	1,732,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	242,782.36	944,614.40	944,614.40	0.00%
Report Surplus (Deficit):		0.00	0.00	-214,798.26	9,568,702.18	9,568,702.18	0.00%

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
301000 - Ad Valorem Property Taxes	13,548,619.00	13,548,619.00	477,105.72	11,638,087.10	-1,910,531.90	85.90%
301100 - Utility Taxes	1,198,700.00	1,198,700.00	101,867.98	323,719.82	-874,980.18	27.01%
301600 - Franchise Taxes	864,799.00	864,799.00	74,588.95	243,833.65	-620,965.35	28.20%
302000 - Licenses & Permits	187,200.00	187,200.00	8,355.71	192,696.89	5,496.89	102.94%
303000 - Intergovernmental Revenues	1,203,884.00	1,203,884.00	104,372.07	340,016.64	-863,867.36	28.24%
304000 - Charges for Services	7,250.00	7,250.00	5,150.00	5,590.00	-1,660.00	77.10%
305000 - Fines & Forfeitures	87,000.00	87,000.00	2,399.61	9,284.88	-77,715.12	10.67%
306000 - Miscellaneous Revenues	383,560.00	383,560.00	88,166.29	282,514.99	-101,045.01	73.66%
511000 - Commission	352,150.00	352,150.00	21,364.30	85,254.59	266,895.41	24.21%
511100 - Donation-Non Profits	68,500.00	68,500.00	6,000.00	48,500.00	20,000.00	70.80%
511200 - Visitor Center	142,341.00	142,341.00	6,465.95	25,888.84	116,452.16	18.19%
513000 - Administration	1,381,915.00	1,381,915.00	104,590.61	361,603.78	1,020,311.22	26.17%
514000 - Town Attorney	408,000.00	408,000.00	39,341.40	119,753.20	288,246.80	29.35%
519000 - General	1,295,900.00	1,295,900.00	27,532.69	517,241.50	778,658.50	39.91%
519100 - Tourism and Community Outreach	653,550.00	653,550.00	30,198.33	114,141.24	539,408.76	17.46%
521000 - Police Department	6,439,135.00	6,439,135.00	546,327.68	2,109,649.79	4,329,485.21	32.76%
523000 - Emergency Medical Services	519,680.00	519,680.00	40,250.00	161,000.00	358,680.00	30.98%
524000 - Development Services	1,115,152.00	1,115,152.00	55,110.97	214,849.20	900,302.80	19.27%
541100 - Mun Srvsc - Public Works Div	3,982,690.00	3,982,690.00	294,928.78	1,088,819.16	2,893,870.84	27.34%
572000 - Recreation	116,999.00	116,999.00	8,766.69	37,455.13	79,543.87	32.01%
581100 - Interfund Transfers	-1,005,000.00	-1,005,000.00	0.00	0.00	1,005,000.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-318,871.07	8,151,587.54	8,151,587.54	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	391.11	391.11	0.00%
Fund: 102 - Building Fund						
000000 - Assigned	275,102.00	275,102.00	0.00	0.00	-275,102.00	0.00%
302100 - Building Permit and Inpection	1,453,019.00	1,453,019.00	88,043.79	303,929.39	-1,149,089.61	20.92%
524100 - Building	1,728,121.00	1,728,121.00	101,765.01	163,719.30	1,564,401.70	9.47%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-13,721.22	140,210.09	140,210.09	0.00%
Fund: 103 - Sewer Fund						
000000 - Assigned	8,480.00	8,480.00	0.00	0.00	-8,480.00	0.00%
304000 - Charges for Services	1,700,000.00	1,700,000.00	103,385.33	287,497.91	-1,412,502.09	16.91%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00%
535000 - Sanitary Sewers	1,710,480.00	1,710,480.00	95,986.22	400,722.13	1,309,757.87	23.43%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	7,399.11	-113,224.22	-113,224.22	0.00%
Fund: 115 - Fire Fund						
000000 - Assigned	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00%
301050 - Fire Assessment	1,347,159.00	1,347,159.00	52,394.34	1,154,001.54	-193,157.46	85.66%
304000 - Charges for Services	77,000.00	77,000.00	2,670.10	76,222.83	-777.17	98.99%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	18,178.38	18,178.38	0.00%
522000 - Fire Department	2,024,159.00	2,024,159.00	122,500.00	449,572.00	1,574,587.00	22.21%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-67,435.56	798,830.75	798,830.75	0.00%
Fund: 300 - Capital Project Fund						
000000 - Assigned	615,000.00	615,000.00	0.00	0.00	-615,000.00	0.00%
303000 - Intergovernmental Revenues	450,000.00	450,000.00	0.00	0.00	-450,000.00	0.00%
519000 - General	226,642.00	226,642.00	9,578.75	64,597.54	162,044.46	28.50%
519161 - Town Hall / Public Safety	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
545170 - El Prado Park	775,000.00	775,000.00	0.00	0.00	775,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	0.00	0.00	0.00	-45.43	45.43	0.00%
559027 - Storm Water Rate Study	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
572102 - Beach Portal	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00%
572108 - FDOT A1A Pine Ave to Palm Ave	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00%
572110 - Tennis Court Lighting	45,000.00	45,000.00	0.00	31,677.90	13,322.10	70.40%

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,666.67	0.33	100.00%
575200 - Traffic Improvements & Calming	150,000.00	150,000.00	0.00	24,678.83	125,321.17	16.45%
575201 - Pedestrian Amenities	75,000.00	75,000.00	0.00	33,590.25	41,409.75	44.79%
576136 - Street Proj.Bougain.Poinciana	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00%
576138 - Rodway Paving & Refurbishment	483,691.00	483,691.00	54,673.13	54,673.13	429,017.87	11.30%
576305 - Resilient Florida Program -Project	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00%
577100 - Friedt Park	725,000.00	725,000.00	700.00	18,694.60	706,305.40	2.58%
577102 - 75th Anniversary Garden	100,000.00	100,000.00	0.00	9,174.00	90,826.00	9.17%
581100 - Interfund Transfers	2,987,000.00	2,987,000.00	0.00	0.00	-2,987,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-64,951.88	-353,707.49	-353,707.49	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00%
304000 - Charges for Services	3,020,024.00	3,020,024.00	263,683.83	1,093,630.97	-1,926,393.03	36.21%
305000 - Fines & Forfeitures	110,000.00	110,000.00	25,017.45	112,382.26	2,382.26	102.17%
306000 - Miscellaneous Revenues	149,760.00	149,760.00	11,532.17	47,442.60	-102,317.40	31.68%
545000 - Parking Operations	1,587,784.00	1,587,784.00	57,451.09	308,841.43	1,278,942.57	19.45%
581100 - Interfund Transfers	1,732,000.00	1,732,000.00	0.00	0.00	1,732,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	242,782.36	944,614.40	944,614.40	0.00%
Report Surplus (Deficit):	0.00	0.00	-214,798.26	9,568,702.18	9,568,702.18	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-318,871.07	8,151,587.54	8,151,587.54
101 - Special Revenue-Police Conf	0.00	0.00	0.00	391.11	391.11
102 - Building Fund	0.00	0.00	-13,721.22	140,210.09	140,210.09
103 - Sewer Fund	0.00	0.00	7,399.11	-113,224.22	-113,224.22
115 - Fire Fund	0.00	0.00	-67,435.56	798,830.75	798,830.75
300 - Capital Project Fund	0.00	0.00	-64,951.88	-353,707.49	-353,707.49
310 - Parking Fund	0.00	0.00	242,782.36	944,614.40	944,614.40
Report Surplus (Deficit):	0.00	0.00	-214,798.26	9,568,702.18	9,568,702.18

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,2025

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 1/31/2025	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	15,396,486.72	2.55%	32,101.54	72,507.71
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,579,694.15	2.92%	6,389.53	20,576.88
GENERAL FUND						BANK SUBTOTAL		38,491.07	93,084.59
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	197,746.23	4.57%	764.37	3,162.36
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	95,939.13	4.57%	3,750.84	4,914.25
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	1,978,863.55			
GENERAL FUND						SBA / INV. SUBTOTAL		4,515.21	8,076.61
GENERAL FUND						GRAND TOTAL		43,006.28	101,161.20
101 Police Forfeiture & Training									
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	2.55%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,247,879.59	2.55%	2,680.02	8,761.63
SEWER FUND						TOTAL		2,680.02	8,761.63
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	663,641.66	2.55%	1,287.93	5,890.52
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	18,178.38		97.20	130.55
FIRE FUND						GRAND TOTAL		1,287.93	5,890.52
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	1,961,311.18	2.55%	4,075.96	13,144.78
CAPITAL IMPROVEMENT FUND						TOTAL		4,075.96	13,144.78
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	6,686,849.19	2.55%	13,904.74	42,030.31
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	2.55%	Included Above	Included Above
PARKING FUND						TOTAL		13,904.74	42,030.31
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,320,847.50	2.55%	2,722.86	8,189.85
BUILDING FUND						TOTAL		2,722.86	8,189.85
ALL FUNDS						GRAND TOTAL		67,677.79	179,178.29

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of January 31,2025

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		29,857,499.58	93%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		293,685.36	1%
Investment		1,978,863.55	6%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		32,130,048.49	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	20,248,729.78	63%
	Police Fund	589.59	0%
	Sewer Fund	1,247,879.59	4%
	Fire Fund	663,641.66	2%
	Building Fund	1,320,847.50	4%
	Capital Improvement Fund	1,961,311.18	6%
	Parking Fund	6,687,049.19	21%
GRAND TOTAL		32,130,048.49	100%

Summary by Bank/Pool/Inv		Amount	Percent
	Truist	29,857,499.58	93%
	Investment	1,978,863.55	6%
	Florida Prime/State Board of Admin.	293,685.36	1%
GRAND TOTAL		32,130,048.49	100%



Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Visitor Center Quarterly Report

Explanation: The following is a summary of the Visitor Center activity for the fourth quarter 2024.

Quarter at a Glance:

- **More visits:** The 4th quarter 2024 had **9.5% more visits** than the same period in 2023 (971 in 2024 vs. 880 in 2023).
- **Relationships:** We continue to maintain beneficial relationships with vendors who keep our brochures, discount cards, newspapers and magazines well stocked.
- **Walking Map:** The map outside the Visitor's Center has been updated for guests to locate businesses, hotels and parks.
- **Town Topic Sign-Ups:** For the 4th quarter we processed **14** forms. Both locals and visitors want to know what is happening in Town.
- **Volunteers:** We continue to have an active volunteer pool of seven. We've had no turnover in over two years!
- **4th Quarter 2024 Merchandise Sales:** Locals and visitors bought \$1,366 of town souvenirs for the quarter. For FY 2024, we sold \$6,150 to 244 customers.
- **Big Chair Pics:** The "big chair" continues to be a draw for visitors and locals. We sent **14** big chair photos for Social Media consideration in the 4th Quarter.
- **Chamber Referrals:** We had **two** Chamber referrals in the 4th quarter.
- **Town Event Support:** The Visitor Center supported **Boo by the Sea and Christmas by the Sea** with 4 volunteers and a staff member at each event.

Daily Walk In Tally: The Staff and Volunteers have a "tally sheet" and count each person who visits by day/date. For 4th quarter, Tuesday and Thursday were the busiest days. Saturday continues to be staffed from 9am to Noon.

4th Quarter 2024 Walk In Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
20	34		29	36	10		129	11	3
35	53		58	40	15		201	9	0
36	43		76	56	26		237	13	6
40	39		72	58	26		235	15	0
76	56		31	6	0		169	13	3
207	225		266	196	77		971	61	12

How Did You Hear About Us?

We ask visitors to sign in and let us know how they heard about us. We also ask them to rate our service which is always “excellent” or “Five Stars.”

Q4 2024	Total Sign Ins	How?	Repeat	Sign	Local	Online	Walk By	Referral
	166	129	10.85%	7.75%	3.88%	17.83%	47.29%	12.40%

Month over Month:

Below is a month-over-month comparison of walk-in guests for the 4th Quarter in 2023 vs. 2024. We continue to see increased traffic in our center, many from word of mouth and our discoverlbts.com website.

24			
Mos	2023	2024	Increase/'23
Oct	222	252	13.5%
Nov	296	327	10.5%
Dec	362	392	8.3%
Total	880	971	9.4%

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for February 25, 2025

Explanation: Draft minutes for review for February 25, 2025.

Recommendation: Accept/Approve

Exhibits:

1. 02-25-25 Regular Commission Meeting Draft Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 25, 2025
6:30 PM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Malkoon requested that Item 13.b be heard under Presentations as Item 5.d.

5. PRESENTATIONS

a. Citizen Observer Patrol Annual Awards and Promotions

Broward Sheriff's Office (BSO) Captain Bill Wesolowski explained that volunteer members of the Town's Citizen Observer Patrol (COP) program help to provide increased visibility for public safety and assist with traffic control, patrol, and other duties, particularly during Town events. During 2024, they volunteered a total of 924 hours.

Captain Wesolowski presented promotions and awards to the following COP volunteers:

- Art Jackson
- Joe Frascatore

- Dennis Petretti
- Steve Cantor
- Tom Criqui
- Lou Barbera

Captain Wesolowski also recognized Detective Benya Koos, coordinator of the COP program.

b. El Prado Park Renovation

Deputy Town Manager/Public Works Director Ken Rubach recalled that at their January 24, 2025 meeting, the Town Commission approved a work authorization with Hitchcock Design Group for the El Prado Park renovation project. The first resident input meeting for this project was held earlier in the evening and was attended by over 20 residents.

Alex Fenech, representing Hitchcock Design Group, advised that some of the comments discussed at the resident input meeting included:

- Residents love El Prado Park the way it is
- Utilities are located on the north and south borders of the Park and near El Mar Drive
- The retaining wall on three sides of the Park will remain in place

The project team will consider synthetic v. natural turf, shade structures, landscaping to buffer adjacent buildings, and parking, while working to maintain the existing character of the Park. A survey is available to residents and will remain live for another two weeks. It will be included on the Town's website, in *Town Topics*, and on yard signs, and the QR code will be posted throughout the Town. The team will come back in four to six weeks with design updates.

Commissioner Graziano commented that the Town hopes to enhance but not change El Prado Park. Mr. Fenech confirmed that this was reflected in resident input. Any improvements or enhancements will be a direct result of the survey information.

c. Irish American Heritage Month Proclamation

Mayor Malkoon read a Proclamation recognizing March 2025 as Irish American Heritage Month in Lauderdale-By-The-Sea.

d. Life Jacket Loaner Program

Assistant to the Town Manager Courtney Easley stated that Safe Kids Broward recently approached the Town to encourage participation in a Life Jacket Loaner program. The organization received funding to place life jacket loaner stations near public waterways in Broward County.

Key points include:

- The program is grant-funded and would come at no cost to the Town
- Stands are constructed by local Cub Scouts
- Life jacket vests are U.S. Coast Guard-approved and will be supplied to the Town by West Marine

Staff is considering one stand in a high-traffic area, such as near the entrance to the El Prado Park beach portal. The stand will include 10 to 20 jackets in various sizes. Backup vests will be available through Safe Kids Broward if needed. Signage will alert individuals that they are using the vests at their own risk and children using them must be supervised.

Rachel Solomon, coordinator of Safe Kids Broward, clarified that materials for the stand must be purchased by June 30, 2025 as part of the grant cycle. The stands will be removed in the event of storms.

There was Commission consensus in favor of the project.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Marc Pearson, 1921 Water's Edge, stated that he was informed that "generic" appeals would not lead to discussions of his concerns, and requested that the Commission place discussions of his four individual appeals on upcoming Agendas.

With no other individuals wishing to speak at this time, Mayor Malkoon closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. BSO January 2025 Public Safety Report

Captain Wesolowski recognized Detective Benya Koos as Employee of the Month for his work in apprehending a habitual shoplifter. He has also been nominated for BSO's Detective of the Year award.

BSO recently participated in the Terra Mar Homeowners Association meeting in January 2025 and explained how they work with Code Compliance and Town officials to address vacation rental issues. They also held their second annual Senior Seminar on January 29, 2025 in Jarvis Hall, which was well-attended by residents and visitors and focused on fraud prevention. An accompanying article will be included in an upcoming issue of *Town Topics*.

Captain Wesolowski concluded that Friday, February 28, 2025 will be the date of the next Coffee with a Cop event.

b. PBFD January 2025 Public Safety Report

Fire Marshal Ashley Zalewski reported that in the month of January, the Pompano Beach Fire Department (PBFD) responded to 165 calls with a six-minute average response time. Some calls involved responses from stations outside the Town.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that longtime Town employee Gordon Chase is retiring. He has worked for Lauderdale-By-The-Sea for over 21 years, most recently as a Downtown ambassador.

Town Staff recently held a business outreach meeting with Town businesses, which indicated that they would like Staff to look into the Town's parking rates to ensure they are competitive throughout the week. The Town currently charges a flat parking rate of \$4, while other municipalities charge different prices throughout the week and on weekends. Because Pompano Beach is considering raising its parking rates this summer, Town Manager Connors proposed waiting until this has been done before bringing parking rates before the Commission for further consideration.

Vice Mayor Strauss commented that he often hears feedback from residents and visitors regarding parking, and it has been his aim to keep the Town's rates lower than

those of Pompano Beach and Fort Lauderdale. He requested that the Commission and Staff keep this in mind.

Vice Mayor Strauss added that the Town may wish to consider surge pricing for its parking, which would raise rates during peak times. He recommended that higher rates be limited to those times and remain lower during off-peak days and hours.

Commissioner DeNapoli agreed with the Vice Mayor's comments, recognizing that parking provides a vital source of income for the Town. He was also in favor of lower pricing on weekdays, and suggested a trial period of raised rates for one to two months. Other possibilities could include exploring summer parking rates.

Commissioner Pouloupoulos observed that parking rates typically serve as a tax on visitors to the Town, and emphasized that he did not wish to shift this cost to residents. He pointed out that the Parking Fund can be used to help fund projects in times of need instead of raising the millage rate, and recommended ensuring that there is no decrease in revenue to this Fund. He felt there was a risk that raising rates could send visitors elsewhere.

Commissioner Graziano noted that Town residents may purchase annual parking passes, and Circuit service is available as an option to residents and non-residents. He did not feel the Town was in competition with Pompano Beach, which is a large city, and concluded that he opposed a change to parking rates, even as a pilot program.

Mayor Malkoon advised that Staff may bring the issue back after further analysis.

Town Manager Connors reported that the Broward Metropolitan Planning Organization (MPO) will hold its annual State of the Region awards ceremony on Thursday, May 22, 2025. They have invited Lauderdale-By-The-Sea to sponsor a table at that event at a cost of \$2500. There was unanimous consensus to decline sponsorship.

Town Manager Connors continued that the Town has the option of a program through workman's compensation insurance which refunds the Town up to 50% of its expenses toward personal protection equipment with a cap of \$5000.

Findings were recently presented from a traffic study of the North Silver Shores area, as this neighborhood serves as a "cut-through" area from A1A to Commercial Boulevard. The traffic consultant found there is roughly three times as much traffic as expected in this neighborhood due to cut-through traffic, and recommended a diverter to block

drivers from using Washingtonia Avenue for this purpose. While the neighborhood indicated some interest, the meeting was not attended by all residents. Staff has drafted a letter, including a survey, to seek more information before bringing this item before the Commission.

The Town has been contacted by Business for the Arts Broward, which is a nonprofit entity that will partner with the Florida Purchasing Agency at 262 Commercial Boulevard. These entities are interested in providing a welcome mural on the building's wall and would like to work with the community to seek more information. They plan to have a presence at upcoming Farmers Markets for this purpose. The mural would be painted in late 2025.

Mayor Malkoon recalled that at the February 11, 2025 Commission meeting, there was lengthy discussion of the Town's public safety building, and asked if the Commission wished to schedule a workshop for further discussion. Town Manager Connors added that there was discussion about estimating the costs associated with a loan for \$10, \$15, \$20, and \$25 million toward this building. She advised that Staff can bring this information to the Commission by the end of March.

Mayor Malkoon stated that there may be other alternatives to consider for the funding of the proposed public safety building. There was consensus to schedule a workshop for Wednesday, March 26, 2025, with financing information to be presented at that time.

Commissioner Graziano requested that the workshop include an update on the number of units that are occupied in the Town owned apartment complex and how much revenue has been collected.

Commissioner DeNapoli advised that following the February 11, 2025 meeting, he had provided information on the Florida Board of Administration, which offers a prime money market fund. This could help the Town realize additional interest income from its cash funds.

b. December 2024 Finance Report

The Commissioners accepted the report without discussion.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that bills are being filed in advance of the upcoming Florida Legislative Session. Many of these may have a dramatic impact on local government.

Commissioner Graziano asked if the Town Attorney has been consulted regarding resident Marc Pearson's requests. Town Attorney Trevarthen replied that she has worked with the Development Services Director throughout the process, and Staff is confident it has handled the issue in a proper manner.

10. APPROVAL OF MINUTES

a. Approval of Minutes for February 11, 2025 Regular Commission Meeting

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve. In a roll call vote, the motion carried 5-0.

11. CONSENT AGENDA

a. Special Event Application: Easter Sunrise Service April 20, 2025

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Strauss, to approve. In a roll call vote, the motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Renewal of Town Contracts

Town Manager Connors advised that the Town's Purchasing Manual authorizes the Town Manager to exercise renewal options on contracts approved by the Commission after providing the Commission with notice of intent to do so. She provided a list of contracts with renewal options which have already been approved by the Commission, as well as a list of two contracts which have expired and will go out for bid. It was noted that this was an informational item.

14. COMMISSIONER PRESENTATIONS

a. Commissioner DeNapoli's Request to Reconsider Amending Resolution 2024-25 Commission Procedures

Commissioner DeNapoli explained that he wished to review Commission procedures, specifically Section G.ii. He requested that Agendas be provided to the Commissioners by the Thursday preceding Commission meetings rather than by the current deadline of the Friday before meetings. This would provide them with additional time to review the Agenda and contact Staff with any questions.

Vice Mayor Strauss recalled that he had made a similar request in the past, and did not feel it was unreasonable to receive Agendas on Thursday. Mayor Malkoon pointed out that any Items not included on the posted Agenda could be addressed at the next meeting.

Mayor Malkoon requested discussion of the Commissioners' ability to add Agenda items. He recalled that in the past, the Town used a Commissioner request form to suggest specific items, and Commissioners could either provide a description or work with Staff to provide backup. The item would then be placed on the Agenda. He requested that this process be reinstated.

Mayor Malkoon continued that at times during Commissioner Comments, Commissioners have proposed items they wished to see on future Agendas. The request form would resolve that issue, as it would not require Commission consensus. He concluded that he would like to see these amendments added to the Commission procedures as well as the provision of an Agenda the Thursday before a meeting.

Town Manager Connors asked if the Commission would like items proposed using the request form to be included under Commission Presentations. Mayor Malkoon replied that these items could also be heard under Old or New Business.

Town Attorney Trevarthen clarified that there would be no need for an amendment to implement the change requested by Mayor Malkoon. The only change required would be to Section G.ii, which would be amended to read "...the Thursday prior to the meeting."

15. COMMISSIONER COMMENTS

Commissioner DeNapoli wished Town employee Gordon Chase a happy retirement, and encouraged residents to attend Taste of the Beach on March 12, 2025 in El Prado Park.

Vice Mayor Strauss invited residents to visit the Farmers Market on Sundays and to attend the Friday Night Music events Downtown.

Commissioner Graziano noted that the Community Church steeple will soon be installed. He added that he would like Florida Power and Light (FPL) to understand that the Town wants to be eligible for the same undergrounding program in which other Broward municipalities participate.

16. ORDINANCES 1ST READING

- a. Ordinance 2025-01 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 7, “ELECTIONS,” SECTION 7-1 “QUALIFICATION FEES” OF THE CODE OF ORDINANCES TO IMPLEMENT THE CHANGE IN DATE OF THE TOWN’S MUNICIPAL GENERAL ELECTION FROM MARCH TO NOVEMBER IN THE TOWN CHARTER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Town Attorney Trevarthen explained that this Ordinance ensures that Code is consistent with the new timing of the Town’s elections. The last Monday in August would be the new beginning of the qualification period, which would be the same length of time as the current period. There is no Charter limit or structure addressing the Town’s qualification period.

Commissioner DeNapoli observed that other municipalities have a qualification period beginning in June for the November elections, which is consistent with the County’s qualification period. He also pointed out that the proposed deadline for sending vote-by-mail ballots overseas is September 19. He expressed concern that it may be difficult to meet the deadline for the printing of ballots, and asked if Staff has reached out to the Supervisor of Elections for greater clarity regarding the time frame.

Town Attorney Trevarthen advised that many other municipal races involve time for primary and runoff elections if necessary, which is not consistent with the Town's structure. She confirmed that the deadline may be set earlier at the Commission's discretion, and more information or a change can be provided or implemented prior to second reading.

Commissioner DeNapoli recommended contacting the Supervisor of Elections before proceeding with the Ordinance. Town Attorney Trevarthen confirmed that this could also be done before second reading.

Commissioner DeNapoli also pointed out that if there are questions regarding qualifications, the later deadline could make it difficult for citizens to have recourse. The timing of ballot printing could be an issue. He noted that there may also be federal timelines to take into consideration.

Town Clerk Katrina Adler confirmed that she has reached out to the Supervisor of Elections, who indicated that the Division of Elections establishes the dates for qualifying periods. These dates have not yet been released for 2026.

Town Attorney Trevarthen noted that each municipal Charter includes rules for qualifying periods which will be the same from one year to the next. She explained that the same relationship between qualifications and elections exists in the Town, although it would now take place at a different time of year. She also noted that because the new time of year is likely to be busier due to federal elections, it may be wise to revisit the date and make it earlier. She concluded that when Staff reached out to the Supervisor of Elections, that office had indicated they did not yet have an answer. Commissioner DeNapoli reiterated that he was in favor of reaching out to that office once again.

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve upon first reading and revisit dates upon second reading. Motion carried 5-0.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2025-17 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTION WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS; PROVIDING FOR TRANSMITTAL AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Commissioner DeNapoli asked if this Resolution was necessary, noting that there are a number of exemptions at the state level. He cautioned that too many exemptions may negate the intent of Florida's public records laws.

Vice Mayor Strauss explained that Resolution 2025-17 is a safety exemption similar to the one accorded to Police Officers, and provides additional protection for municipal clerks throughout the state of Florida.

Town Attorney Trevarthen confirmed the Vice Mayor's statement, noting that in the same way that a judge or prosecutor could be at risk from a disgruntled individual who has interacted with them in their official capacity, individuals involved in Code enforcement or election work may also be at risk, as they represent the front line of contact with the community for public records requests. The Resolution addresses their personal safety.

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve. Motion carried 4-1 (Commissioner DeNapoli dissenting).

- b. Resolution 2025-18 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE A QUOTE FOR ELECTRIC SERVICE UPGRADES TO THE EL PRADO PARKING LOT PURSUANT TO THE PIGGYBACK AGREEMENT BETWEEN THE TOWN AND KILOWATT ELECTRIC COMPANY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Deputy Town Manager/Public Works Director Rubach stated that this request would add electrical outlets to the El Prado parking lot as part of the Town's 2025 capital improvements. The outlets would provide conduits for decorative lighting as well as for events. This is a budgeted item.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve. Motion carried 5-0.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:53 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Commissioner Appointment to 2025-26 Board of Director Broward League of Cities

Explanation: According to the Broward League of Cities by-laws, each city shall appoint a Director, Alternate and Second Alternate to attend and vote at any Board of Directors or General Membership meeting where he/she represents his/her municipality. The term will begin on June 7, 2025, when members will be sworn in at the 68th Annual Gala. The term will end in May of 2026.

The current appointees are as follows:

- Director: Mayor Edmund Malkoon
- Alternate: Commissioner Richard DeNapoli
- 2nd Alternate: Commissioner Theo Pouloupoulos

Recommendation: Commission to appoint a Director, Alternate, and Second Alternate.

Exhibits:

1. 25-26 Board Request Appointment



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 4, 2025
Re: 2025-26 Board of Director Appointments

2024-2025 OFFICERS

President Felicia Brunson
Mayor, West Park
1st Vice President Denise Horland
Councilmember, Plantation
2nd Vice President Joyce Davis
Mayor, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Todd Drosky
Vice Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Albritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Samson Borgelin
Mayor, North Lauderdale
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causewell
Commissioner, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Melissa Dunn
Commissioner, Lauderdale Hill
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Jacqueline Guzman
Commissioner, Sunrise
William Hodgkins
Commissioner, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Patty Petrone
Commissioner, Lighthouse Point
Dave Ravanasi
Commissioner, Hillsboro Beach
Paul Rolli
Commissioner, Wilton Manors
Jay Schwartz
Commissioner, Pembroke Pines
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Rich Walker
Mayor, Parkland
Christopher Weber
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming city commission meeting. **It is imperative that each city be represented at every Board meeting by their Director, Alternate, or Second Alternate-see the attached attendance record for the 2024-2025 year to date.**

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

The deadline for board appointments is April 30, 2025. The term will begin on June 7, 2025, when members will be sworn in at the 68th Annual Gala at Margaritaville. The term will end in May of 2026.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Councilmember Appointments:

Director: _____

Alternate: _____



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Lucila Lang, Finance Director

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Investment Opportunity

Explanation: At the request of Commissioner DeNapoli, staff conducted an analysis of investment opportunities through SBA Florida Prime. The table below outlines this opportunity as well as FL PALM and includes the two banks currently holding treasury notes for the Town.

<u>Investment Firm</u>	<u>Term</u>	<u>Rate</u>
Florida Prime-SBA	30-day yield	4.52%
FL Palm (Public Assets for Liquidity Management)	365-day yield	4.14%
Truist Bank (Town's current banking relationship)	1-year US Treasury	4.08%
	Treasury-backed Money Market Fund	4.1%
SouthState Bank (currently has additional Town investments)	1-year US Treasury Notes	3.74%
	2-year US Treasury Note	3.84%

Additional details regarding these options are provided below.

Florida Prime

- A local government investment pool managed by the State Board of Administration of Florida (SBA), designed to provide local governments with a safe and efficient way to invest public funds.
- As of March 13, 2025, the 30-day SEC yield was 4.52%. The rate changes every 30 days.
- Investing \$1 million at this rate would generate approximately \$45,200 annually, or \$3,766.67 per month.

- Yields fluctuate; in 2024, rates ranged from 4.7% to 5.5%.

FL PALM (Public Assets for Liquidity Management)

- A common law trust established under Florida law to meet the cash management and short-term investment needs of school districts, political subdivisions, and related agencies.
- PFM Asset Management serves as the investment advisor.
- Offers daily liquidity and a variable-rate investment option known as the FL PALM Portfolio.
- Credit Rating: AAf (Fitch).
- As of March 13, 2025, the 365-day yield was 4.14%.
- Investing \$1 million at this rate would generate approximately \$41,400 annually.

Truist Bank (currently has investments)

- One-Year Treasury: Offering 4.08% interest.
- Treasury-Backed Money Market Fund: Paying 4.1% (rate fluctuates based on the prevailing Fed Funds rate).

SouthState Bank (currently has investments)

- U.S. Treasury Notes (1-Year Maturity): 3.74% interest.
- U.S. Treasury Notes (2-Year Maturity): 3.84% interest.

The Town's FY24 financial audit identified \$7.6M in General Fund unencumbered funds. Operations require \$3 million to be available in the account. Staff suggests investing \$3.0M of these unencumbered funds in FL PRIME to maximize our yield.

Recommendation: Staff recommends that the Commission authorize additional investment with Florida Prime in the amount of \$3,000,000.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Linda Connors, Town Manager, Susan Trevarthen, Town Attorney

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd Reading

Subject Title: ORDINANCE NO. 2025-01 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 7, "ELECTIONS," SECTION 7-1 "QUALIFICATION FEES" OF THE CODE OF ORDINANCES TO IMPLEMENT THE CHANGE IN DATE OF THE TOWN'S MUNICIPAL GENERAL ELECTION FROM MARCH TO NOVEMBER IN THE TOWN CHARTER; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Explanation: On June 6, 2025, the Town Commission adopted Ordinance 2024-05 which placed a ballot question before the Town's electors regarding an amendment to the Town's Charter. The proposed amendment sought to change the date of the municipal general election from March to November, to increase voter turnout and reduce the costs associated with administering the general municipal election. The Town's electors voted in favor of the proposed charter amendments.

Ordinance 2025-01 amends the Code to incorporate the approved changes, ensuring the Code accurately reflects the new election date and deadlines that are associated with this new date. Specifically, the January qualification timeframe is amended so that qualification to run for Commissioner or Mayor-Commissioner will be measured in relation to the November election.

At first reading, the Ordinance proposed to begin qualification on the last Monday in August, resulting in the same length of qualification period and election season as currently in effect for the March election. Commissioner DeNapoli suggested, and the Commission supported, further inquiry to assure that the process works smoothly with the County, state and federal elections that are also held in November, and he also separately provided additional information which was reviewed.

We also undertook a review of how the other November election cities in Broward have handled this issue and found a wide range of standards in codes and charters, some of which were clearly out of date. Some cities had no defined dates at all in the codes or charters. For second reading, the Ordinance is substantially revised as a result of this research and follow up. While the governing laws do not fully align, the proposed additions to the Code set forth the

requirements in a clear manner, and will work as long as the relevant state laws remain the same:

Chapter 7 – ELECTIONS

Sec. 7-1. Qualification fees; timing.

(a) *Fee*. Candidates for any municipal office in the Town shall file such papers as set out in the Charter and pay a filing fee of \$25.00 with the Town Clerk not earlier than the applicable qualifying period provided in subsection (b).

(b) *Timing*. As provided in Chapter 2012-253, Laws of Florida, and section 99.061(2), Florida Statutes, candidates shall pay their filing fee to run for the office of Commissioner or Mayor-Commissioner during the qualifying period as follows, or as otherwise may be determined by State law:

(1) *Regular election*. For all regular elections, the qualifying period shall begin at noon on the day that is 71 days before the State primary election date set by section 100.61, Florida Statutes, and shall end at noon on the day that is 67 days before the State primary election date; and

(2) *Special election*. In circumstances in which a vacancy on the Town Commission in the office of Mayor-Commissioner or Town Commissioner is filled by special election, the qualifying period shall begin at noon on the first Monday after the adoption of a Town Commission resolution calling the special election (or, if that Monday shall be a legal holiday, on the first regular business day thereafter), and shall end at noon on the fifth regular business day thereafter.

Recommendation: Approve Ordinance 2025-01, applying the approved Charter amendment establishing the November election date for the Mayor and Commission to adjust the timing of qualification and payment of the qualification fee in the Code of Ordinances.

Exhibits:

1. LBTS Ordinance Amending Elections Chapter Of Code - 2d reading
2. Lauderdale-By-The Sea - PART_I____CHARTER (2024 revised version) (1)

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WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town”) recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and § 166.021, Florida Statutes, grant the Town authority to adopt such provisions in order to protect the health, safety, and welfare of its residents; and

WHEREAS, on June 6, 2024, the Town Commission adopted Ordinance No. 2024-05 which submitted a ballot question to the Town’s electors to amend the Town’s Charter to change the date of the municipal general election from March to November, in order to assure greater voter turnout and reduce the cost of administering the general municipal election; and

WHEREAS, in November 2024, the Town’s electors voted in favor of the proposed Charter Amendments; and

WHEREAS, the Town Commission now desires to amend Chapter 7, “Elections,” Section 7-1 “Qualification fees” of the Town Code of Ordinances to conform with the amended Charter;

and

27 **WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of the
28 Town and its residents.

29 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN**
30 **OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

31
32 **Section 1. Recitals.** The foregoing “Whereas” clauses are ratified and incorporated as
33 the legislative intent of this Ordinance.

34 **Section 2. Amendment.** Chapter 7, “Elections,” Section 7-1 “Qualification fees” of the
35 Town Code of Ordinances, is hereby amended to read as follows¹:

36 **Chapter 7 – ELECTIONS**

37 **Sec. 7-1. Qualification fees; timing.**

38 (a) Fee. Candidates for any municipal office in the Town shall file such papers as set out in
39 the Charter and pay a filing fee of \$25.00 with the Town Clerk not earlier than the applicable
40 qualifying period provided in subsection (b).

41 (b) Timing. As provided in Chapter 2012-253, Laws of Florida and section 99.061(2), Florida
42 Statutes, candidates shall pay their filing fee to run for the office of Commissioner or Mayor-
43 Commissioner during the qualifying period as follows, or as otherwise may be determined by State
44 law:

45 (1) Regular election. For all regular elections, the qualifying period shall begin at noon
46 on the day that is 71 days before the State primary election date set by section 100.61,
47 Florida Statutes, and shall end at noon on the day that is 67 days before the State primary
48 election date; and

49 (2) Special election. In circumstances in which a vacancy in the office of Mayor-
50 Commissioner or Town Commissioner is filled by special election, the
51 qualifying period shall begin at noon on the first Monday after the adoption of a Town
52 Commission resolution calling the special election (or, if that Monday shall be a legal
53 holiday, on the first regular business day thereafter), and shall end at noon on the fifth
54 regular business day thereafter.

55 ~~noon on the first workday last Monday in January August, nor later than noon on the seventh day~~
56 ~~following the first workday last Monday in January August of the calendar year in which the~~
57 ~~election is to be held.~~

58 * * *

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double-strikethrough~~.

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this 25th day of February, 2025.

Passed on the second reading and adopted, this 25th day of March, 2025.

MAYOR EDMUND MALKOON

ATTEST:

Town Clerk Katrina Adler
(CORPORATE SEAL)

First Reading

Second Reading

88	Mayor Malkoon	_____	_____
89	Vice-Mayor Strauss	_____	_____
90	Commissioner Pouloupoulos	_____	_____
91	Commissioner DeNapoli	_____	_____
92	Commissioner Graziano	_____	_____

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96 APPROVED AS TO FORM:

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100 _____
Susan L. Trevarthen, Town Attorney

101

PART I CHARTER¹

ARTICLE I. TRANSITION FROM ABOLISHED TOWN

Sec. 1.1. Abolishing existing municipality.

That the existing municipal government of the Town of Lauderdale-By-The-Sea, in the County of Broward and State of Florida, be and the same is hereby abolished. All of the provisions of Chapter 14184, Laws of Florida of 1929, Chapter 24658, Laws of Florida of 1947, and all other laws pertaining to the creation of the Town of Lauderdale-By-The-Sea be and the same are hereby repealed.

Sec. 1.2. Title to property reserved.

That the title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgments, decrees, chooses in action and all property and property rights held or owned by the municipalities named "Town of Lauderdale-By-The-Sea," abolished by this act, shall pass to and be vested in the municipal corporation organized under this Charter to succeed the municipality abolished.

Sec. 1.3. Obligations unimpaired.

That no obligations or contracts of the said municipality hereby abolished, including bonds heretofore issued or any proceeding heretofore begun for any improvement, or for borrowing of money, or issuing of bonds, shall be impaired or avoided by this Charter, but such debts, obligations, contracts and bonds shall pass to and be binding upon the new municipality hereby created and organized, and all such proceedings heretofore begun for the construction of any improvements or for the borrowing of money or issuing of bonds may be continued and completed and binding upon the said new municipality; and likewise all debts of and claims against the abolished municipality shall be valid against the new municipality created.

Sec. 1.4. Officers held over.

All officers and employees heretofore elected or appointed and holding office under the said municipality hereby abolished, shall continue to hold their respective offices and discharge the respective duties thereof under the new municipality hereby created until their successors are elected and qualified under the provisions of this Charter.

¹Editor's note(s)—The Charter for the Town set out herein was approved by the voters at the Nov. 7, 2006 biennial election. The former Town Charter derived from the Session Laws of 1951, Ch. 27675, as amended.

Sec. 1.5. Ordinances not impaired.

All existing ordinances and resolutions of said abolished municipality, including the printed Code of Ordinances of the Town of Lauderdale-By-The-Sea, as amended, not in conflict with the provisions of this Charter, shall continue in effect unless repealed, amended, or modified by the municipality which is hereby organized or created.

Sec. 1.6. Establishment of new municipality; streets, highways, public grounds.

The inhabitants of the Town of Lauderdale-By-The-Sea, as its boundaries are hereinafter established and designated, or as may hereinafter be established and designated shall continue to be a body politic and corporate, to be known and designated as "Town of Lauderdale-By-The-Sea," and as such shall have a perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be sued in all the courts of this state and in all matters whatsoever. That all lands heretofore dedicated for the use of the public for streets, highways, parks or public grounds, and all authorized changes or amendments thereto approved by the Board of County Commissioners of Broward County, Florida, whether by plat, act, or otherwise, are hereby vested in the Town of Lauderdale-By-The-Sea, and the control and jurisdiction thereof shall hereafter be vested in the Town Commission of the Town of Lauderdale-By-The-Sea.

Sec. 1.7. Plat approved.

The recorded plats of the subdivision of Lauderdale-By-The-Sea, as recorded in plat book 6, page 2, and the plat of Lauderdale Surf and Yacht Estates as recorded in plat book 22, page 46 of the public records of Broward County, Florida, are hereby approved.

ARTICLE II. CORPORATE POWERS

Sec. 2.1. Legal title.

This Charter is the Charter of the Town of Lauderdale-By-The-Sea, a municipal corporation of the State of Florida.

Sec. 2.2. Boundaries.

The following shall be the territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers, as may be amended from time to time in accordance with State law, to wit:

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the Point of Beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block

Created: 2024-10-21 17:14:21 [EST]

Modified 1.24.25 to revise Section 6.1(4), approved by voters Nov. 2024

(Supp. No. 47)

16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River; thence in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 Ft) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) and the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal

Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the Point of Beginning.

Sec. 2.3. Definitions.

As used in this Charter, the following words shall have the following meanings:

- (1) The words "abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 14184, Laws of Florida of 1929, and Chapter 24658, Laws of Florida of 1947.
- (2) The words "new municipality" shall mean the municipality established and created by this act, as may be amended from time to time.
- (3) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.
- (4) The word "person" used herein in the masculine gender, shall mean a male or female person, or legal corporate entity.
- (5) The word "municipality" herein shall refer to the municipality of the Town of Lauderdale-By-The-Sea, unless otherwise indicated.
- (6) The words "Town Commission" shall refer to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

Sec. 2.4. Seal.

The official seal of the Town of Lauderdale-By-The-Sea hereby established shall bear the legend "Town of Lauderdale-By-The-Sea, Broward County, Florida, Seal, 1947."

Sec. 2.5. Jurisdiction.

The jurisdiction and powers of the Town of Lauderdale-By-The-Sea shall extend over all streets, alleys, sewers, parks, and all lands within said area, whether platted or unplatted, and the air above same; and to and over all waters, waterways, streams, bays, bayous, submerged lands, water bottoms and wharves; and to and over all persons, firms, and corporations, property and property rights, occupations, businesses and professions whatsoever within said boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Lauderdale-By-The-Sea, as created under this Charter.

Sec. 2.6. General powers.

The Town of Lauderdale-By-The-Sea is hereby created, established and organized, and shall have full power and authority to exercise all of the powers of local self-government and to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of said Town; to exercise full police powers; to do and perform all acts and things permitted by the laws of the State of Florida, and comprehend as duties in the performance of anything recognized as a "municipal purpose," whether now existing and recognized, or hereafter recognized as a municipal purpose by statute law or court decision. The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but in addition to the powers

enumerated herein, implied thereby, or appropriate to the exercise thereof, the Town of Lauderdale-By-The-Sea shall have and may exercise all other powers under the Constitution and Laws of Florida.

In addition, the Town has the authority to codify its ordinances into a Code of Ordinances of the Town of Lauderdale-By-The-Sea, and by a single ordinance to adopt such "Code of Ordinances of the Town of Lauderdale-By-The-Sea" as a complete revision of all existing and applicable ordinances on the date of such adoption; to adopt a decimal system similar to that used in Florida Statutes of 1941, and to amend such Code, once adopted, by reference to any section or sections. The "Code of Ordinances of the Town of Lauderdale-By-The-Sea" of 1940, as amended from time to time, except as modified by this Charter, is declared to be the existing Codified Ordinances of the Town of Lauderdale-By-The-Sea; and such Code of Ordinances may be amended from time to time by reference to any section or sections, and as many sections as desired may be amended by one (1) ordinance. Such "Code of Ordinances of the Town of Lauderdale-By-The-Sea," as amended from time to time, may be revised and codified or recodified, and such revised Code may be adopted by a single ordinance, and upon such revision shall be in full force and effect. The Town Attorney of the Town of Lauderdale-By-The-Sea shall have power and authority to codify any duly adopted ordinance of the Town of Lauderdale-By-The-Sea and assign proper section numbers and headings to various parts of such ordinances, and thereafter such section shall be cited in referring to such ordinances.

Sec. 2.7. Review of charter provisions.

As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed.

ARTICLE III. ADMINISTRATION AND LEGISLATION

Sec. 3.1. Commission-manager form of government.

The form of government of the Town of Lauderdale-By-The-Sea, provided for under this Charter, shall be known as the "commission-manager" form of government.

Sec. 3.2. Creation of Town Commission.

There is hereby created a Town Commission consisting of five (5) Commissioners, each of whom shall be elected at-large in the manner provided in this Charter. The Mayor-Commissioner and each Town Commissioner shall take and hold office for the term(s) provided in this Town Charter.

Sec. 3.3. Qualifications of members.

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least six (6) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a candidate for office, shall be eligible to hold the office of Commissioner.

Each Commissioner and candidate for Commissioner shall be elected from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

Sec. 3.4. Standards of conduct; code of ethics.

In addition to the ethical standards of conduct established by general law for elected officials, appointed officials, and employees, the Town Commission may, by ordinance, establish ethical conduct standards for elected officials, appointed officials, and employees of the Town.

Sec. 3.5. Legislative powers.

The legislative powers of the Town shall be vested in and exercised by the Town Commission, consistent with the provisions of the Constitution of the United States of America, the Constitution and statutes of the State of Florida, this Charter, and the laws and ordinances of the Town of Lauderdale-By-The-Sea. Except as otherwise provided in Article IV or elsewhere in this Charter, or by the Constitution or statutes of the State of Florida, the Town Commission may by ordinance or resolution prescribe the manner in which any powers of the said Town shall be exercised.

Sec. 3.6. Non-interference in Town Administration.

The Town Commission or its members shall not give orders to any Town officer or employees who are subject to the direction and supervision of the Town Manager, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the Town Commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the Commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvements in Town government operations be made to and through the Town Manager.

ARTICLE IV. INITIATIVE AND REFERENDUM

Sec. 4.1. Power to initiate and reconsider ordinances.

- (1) *Initiated ordinances.* The registered voters of the Town shall have power to propose ordinances to the Commission and, if the Commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it by a referendum vote at a Town election.
- (2) *Repeal and amendment of adopted ordinances.* The registered voters of the Town shall have power to require reconsideration by the Commission of any adopted ordinance and, if the Commission fails to repeal or amend as proposed in the initiative petition an ordinance so reconsidered, to amend or repeal it by a referendum vote at a Town election.

Sec. 4.2. Commencement of initiative.

- (1) *Filing with Town Clerk.* A minimum of ten registered electors (voters) of the Town may commence initiative, repeal or amendment proceedings by filing with the Town Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses, specifying the address to which all notices to the petitioners' committee are to be sent, and setting out in full the proposed initiated ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of a petitioners' committee is filed, the Town Clerk may, at the committee's request and at their expense, issue the appropriate petition blanks to the petitioners' committee.

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- (2) *Review by the Town Attorney.* Prior to circulation, a petition and the proposed ordinance, if any, shall be reviewed as to legal form by the Town Attorney. The Town Attorney's review of a petition package shall not extend to review of the substance of a proposed ordinance, or an ordinance proposed for repeal or amendment, but shall be strictly limited to a review as to legal form. No later than fourteen (14) calendar days from filing date of a petition with the Town Clerk, the Town Attorney shall, by hand delivery or registered mail, inform the petitioners' committee and Town Clerk either that the petition and ordinance, if any, are in proper legal form or, if not, then specifically what measures are required to render them in proper form. Upon request by the petitioners' committee, the Town Attorney will assist the committee to render documents in proper legal form for consideration by the Town Commission, but will not offer legal counsel or opinions to the petitioners' committee or its representative. Failure by the Town Attorney to inform the petitioners' committee and Town Clerk of his or her determination as to form within fourteen (14) calendar days after the petitioner files a petition and proposed ordinance, or petition for reconsideration of an ordinance, with the Town Clerk shall be deemed a determination that the document(s) is/are in proper legal form.

Sec. 4.3. Execution of petitions; requirements.

- (1) *Number of signatures.* Initiative and referendum petitions must be signed by registered voters of the Town equal in number to at least ten (10) percent of the total number of those registered to vote in the Town at the last general municipal election.
- (2) *Form and content.* All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or required to be reconsidered.
- (3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or required to be reconsidered.
- (4) *Filing deadline.* All initiative and referendum petitions must be filed with 60 days of the date on which proceedings with respect to such initiatives are commenced.

Sec. 4.4. Filing procedure.

- (1) *Certificate of Clerk; amendment.* Within 20 days after an initiative petition is filed or within five days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the

Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

- (2) *Commission review as to sufficiency.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two business days after receiving the copy of such Certificate, file a request that it be reviewed by the Commission. The Commission shall then review the Certificate at its next meeting following the filing of such request and approve or disapprove it, and the Commission's determination shall then be a final determination as to the sufficiency of the petition.

Sec. 4.5. Action on petitions.

- (1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in paragraph (6) of Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in paragraph (4) of Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.
- (2) *Submission to voters.* The vote of the Town on a proposed referred ordinance shall be held not less than ninety (90) days nor more than one hundred twenty (120) days from the date of Commission acted or was deemed to have acted pursuant to paragraph (1) of this section. If no regular election is to be held within the period described in this paragraph, the Commission shall provide for a special election, except that the Commission may, in its discretion provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the Town by filing with the Town Clerk a request for withdrawal signed by at least eight-tenths of the members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Sec. 4.6. Results of election.

- (1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greater or greatest number of affirmative votes shall prevail to the extent of such conflict.

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- (2) *Repeal and amendment of referred ordinances.* If a majority of the registered voters voting on a referred ordinance vote for repeal or for amendment, it shall be considered repealed or amended, as appropriate, upon certification of the election results.

Sec. 4.7. Ordinances affecting initiated ordinances; procedure for adoption.

An ordinance passed as a result of a vote of the registered voters of the Town, whether prior or subsequent to the effective date of this Article, may be repealed or amended only by a similar vote of the registered voters of the Town. The Town Commission may, by resolution, submit to the registered voters of the Town at any regular or special election for a referendum vote, a proposed ordinance to repeal or amend any such ordinance. Notice of the Town Commission's intention to submit such a proposed ordinance to the registered voters shall be published by the Town Commission no less than ninety (90) days nor more than one hundred twenty (120) days prior to such election, in the manner required for the publication of initiated ordinances. If an amendment is so proposed, such notice shall contain the proposed amendment in full. The Town Commission's submittal of such an ordinance shall be in the same manner, and the vote shall have the same effect as in cases of ordinances submitted to a vote of the registered voters of the Town by popular petition.

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.1. Vesting of administrative and executive powers.

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested in and exercised by the following officers:

- (1) Mayor-Commissioner;
- (2) Town Manager;
- (3) Town Attorney;

The Town Manager and Town Attorney shall be appointed by the Town Commission. The Town Commission may by ordinance create, change and abolish offices, department or agencies other than the offices, departments or agencies established by this Charter.

Sec. 5.2. Functions and duties of Mayor-Commissioner.

The Mayor-Commissioner or, in his/her absence or disqualification, the Vice Mayor or Mayor Pro Tem shall perform the following functions:

- (1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.
- (2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.
- (3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.

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- (4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.
 - (5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

Sec. 5.3. Town Manager—Appointment, qualifications and compensation.

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 5.4. Town Manager—Absence or disability; removal.

During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

Sec. 5.5. Town Manager—Powers and duties.

The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.

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- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
 - (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
 - (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town Commission respecting such departments as the Town Manager may see fit.
 - (9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.
 - (10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.
 - (11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.
 - (12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.
 - (13) To encourage and provide staff support for regional and intergovernmental cooperation.
 - (14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.

ARTICLE VI. ELECTIONS

Sec. 6.1. Mayor-Commissioner and Commissioners; term of office; election; transition.

- (1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies.
- (2) Commencing with the regular election of the Town held in March, 2006, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commissioner Seat 1 and Town Commissioner Seat 2, each elected at large. Town Commission Seat 1 and Town Commission Seat 2 shall replace the two Commission seats vacated by the expiration of the term of the two Commissioners in March, 2006. The candidate for Seat 1 shall reside in the north district of the Town. The candidate for Seat 2 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four (4) years.
- (3) Commencing with the regular election of the Town held in March, 2008, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commission Seat 3 and Town Commissioner Seat 4. Town Commission Seat 3 and Town Commission Seat 4 shall replace the two Commission seats vacated by the expiration of the term of two Commissioners in March of 2008. The candidate for Seat 3 shall reside in the north district of the Town. The candidate for Seat 4 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four years.
- (4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the same date as the November general election date the second Tuesday of March of each even-numbered year, or as provided for by law. The terms of office of the Mayor who was elected in 2024 and of the

Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026. The terms of office of the Seat 3 and Seat 4 Town Commissioners who were elected in the municipal general election of March 2024 shall expire when their successors are sworn in after the general election in November of 2028.

- (5) The geographic boundary for the northern and southern districts shall be designated, prepared and identified no later than the first of September, 2004, and again in 2012 through a contract entered into by the Town with an accredited four (4) year college or university located within the state of Florida for the purpose of identifying and designating the northern and southern election districts within the Town. The Town Commission district boundaries shall be of equal population, compact, proportional, and logically related to the natural internal boundaries of the neighborhoods within the Town. The principal of nondiscrimination and one person/one vote shall be adhered to strictly.
- (6) In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter, if no person qualifies for such seat, a vacancy shall be declared and filled in accordance with this Charter.
- (7) The Town Commission shall adopt by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be effective for the elections to be held in the Town commencing in March, 2006.

Sec. 6.2. Vice Mayor and acting Mayor Pro-Tem.

No later than the second regularly scheduled Town Commission meeting to occur following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the Town Commission, any member of the Town Commission may be designated by the Town Commission to act as Mayor Pro-Tern for such meeting.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 6.3. Qualifications of members of Town Commission.

- (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.
- (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a Commissioner, if that person has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner, or a Mayor-Commissioner or both, without a two year break in service.
- (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the three preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.
- (4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.
- (5) Service for purposes of term limits shall be determined as of the time the person would take office.

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(Supp. No. 47)

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- (6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two year break in service.

Sec. 6.4. Qualifications of candidates; notice of candidacy; payment of fee.

Any individual who possesses the qualifications as provided in this Charter, may be a candidate for the office of Mayor-Commissioner or Commissioner by filing a verified notice of candidacy for Town Commission with the Town Clerk. Such notice shall be in the following form:

NOTICE OF CANDIDACY FOR
TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, _____ (Name of Candidate) _____, residing at _____ (Residence Address of Candidate) _____, Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on _____ (Date of Primary) _____. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the six (6) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

(Candidate's Signature)

STATE OF FLORIDA

COUNTY OF BROWARD

Before me, the undersigned authority, this day personally appeared _____ (Name of Candidate) _____ who, upon being duly sworn, deposed and said: that he/she is the candidate referred to in the foregoing Notice; that he/she is familiar with the contents of said Notice, and that the facts and matters therein stated are true; and that he/she did sign said Notice for the purpose therein specified.

(Candidate)

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public, State of Florida

My commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election.

Sec. 6.5. Vacancies.

The office of a Commissioner, or the office of the Mayor-Commissioner, shall become vacant upon the person's death, resignation, removal from office in any manner authorized by law, or forfeiture of the office, such forfeiture to be declared by the remaining members of the Town Commission.

Sec. 6.6. Forfeiture of office.

A Commission member, or the Mayor-Commissioner, is subject to penalties including forfeiture of office if the person:

- (1) Lacks, at any time during a term of office, any qualification for the office prescribed by this Charter or general law;
- (2) Violates any standard of conduct or code of ethics established by law for public officials;
- (3) Is convicted of a felony while in office;
- (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or
- (5) Becomes incapable of performing the duties of the office for a period of more than three (3) months.

In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least thirty days before the scheduled hearing. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

Sec. 6.8. Filling of vacancies.

A vacancy on the Town Commission, including the office of Mayor-Commissioner, shall be filled in the following manner:

- (1) If there are less than one hundred eighty (180) days remaining in the unexpired term, or if there are less than one hundred eighty (180) days before the next federal, state, county or Town election, the remaining Commissioners, including the Mayor-Commissioner, shall, by majority vote, appoint a successor within thirty (30) days of the occurrence of the vacancy from among all qualified applicants. The person or persons so appointed must possess all of the required qualifications to be a member of the Town Commission. The Commissioner or Mayor-Commissioner appointed by the Town Commission to fill the vacancy as specified herein shall serve only until the next federal, state, county, or Town election. Further, the Commissioner or Mayor-Commissioner elected at such election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

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- (2) If there are more than one hundred eighty (180) days remaining on an unexpired term, or if there are more than one hundred eighty (180) days before the next federal, state, county, or Town election, the Town Commission shall schedule a special election to be held no sooner than ninety (90) days nor more than one hundred twenty (120) days following the occurrence of the vacancy. The Commissioner or Mayor-Commissioner elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner of Mayor-Commissioner whose position became vacant.
 - (3) In the event of the death, resignation, or removal of the Mayor-Commissioner, the Vice Mayor shall forthwith commence to serve as interim Mayor-Commissioner until the position of Mayor-Commissioner is filled by election or appointment. When the Vice Mayor becomes interim Mayor-Commissioner, the Town Commission, by majority vote shall appoint one of the remaining Commissioners to become interim Vice Mayor. The Commissioner serving as Mayor-Commissioner, or the Vice Mayor, shall serve as Commission-Mayor, or Vice Mayor, until the newly elected or appointed Commissioner-Mayor, or Vice Mayor, is sworn into office. The interim Mayor-Commissioner, and interim Vice Mayor shall then return to the positions of Vice Mayor and Commissioner which he/she previously held to serve the remainder of his or her unexpired term.
 - (4) In the event of the death, resignation, or removal of the Vice Mayor, the Town Commission shall, by majority vote, elect one of the Commissioners to serve as Vice Mayor.

Sec. 6.9. Extraordinary vacancies.

In the event that all members of the Town Commission are removed by death, disability, or forfeiture of office, the Governor of the State of Florida shall appoint an interim Town Commission that shall call a special election as provided above to fill the vacancies.

Sec. 6.10. Vacancy in candidacy for Mayor-Commissioner or Commissioner.

- (a) *Withdrawal.* A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.
- (b) *Effect of death, withdrawal or removal where candidate remains on the ballot.*
 - (1) *No supplemental qualifying period.* If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, the remaining candidate shall be declared elected and no election shall be held for that office.
 - (2) *Changes in ballot.* The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void.
- (c) *Effect of death, withdrawal or removal where no candidate remains on the ballot.* Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

(Ord. No. 2013-13, § 2, 10-22-2013)

ARTICLE VII. PLANNING AND ZONING

Sec. 7.1. Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.

- (1) No building within the jurisdictional boundaries of the Town, as they existed on March 20, 2006, shall have more than four (4) stories above grade, and the maximum height of buildings within the Town that have four (4) stories above grade shall be forty-four (44) feet above grade, as defined in the Florida Building Code, or above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, whichever of those two levels is higher. The maximum height for all other buildings within the Town shall be thirty-three (33) feet
- (a) Above grade, as defined in the Florida Building Code, or
 - (b) Above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, or
 - (c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

Whichever of those three levels is highest. Height shall be measured from the applicable base level specified above to the highest point on a flat roof, or to the median elevation between the peak of a sloped roof and the lowest edge of the sloped roof. In accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height; all other roofs structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.

- (2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half ($\frac{1}{2}$) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.
- (3) Buildings which exceed thirty three (33) feet above grade, and which exceed thirty three (33) feet above the horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, but which are nevertheless allowed under subparagraph (1)(c) of this Section, and which do not include a non-habitable first floor with ample parking as required by Town ordinance or code, in accordance with the number and type of units in those buildings, must have dedicated off-street parking at a location on or adjacent to the property on which the buildings are situate. Parking for buildings in this category must be designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic.

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- (4) All existing buildings within the Town that were legally in compliance with existing height and use restrictions on March 20, 2006, or were grandfathered on that date, but that either exceed the maximum building height limit established in paragraph (1), above, of this section of the Charter, or that fail to comply, where applicable, with the restrictions on use established in paragraph (2), above, of this section of the Charter, (hereinafter referred to as "Non-conforming Buildings") shall be considered legal, but non-conforming.
- (5) Notwithstanding the maximum building height limit established in paragraph (1), above, of this section of the Charter, an existing non-conforming building may be replaced by a new nonconforming building when, and only when:
- (a) The existing non-conforming building has:
 - (i) Been destroyed by fire, natural disaster, or other act of God; and
 - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or
 - (b) The existing non-conforming building is:
 - (i) Demolished as part of a Town approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.
 - (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.
 - (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.
 - (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.
 - (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of

the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

- (6) The maximum building height limits, the restrictions on use and the maximum allowable square footage, and the provisions governing parking established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall be applicable to all real property located within the boundaries of the Town as the boundaries exist on March 20, 2006.
- (7) Every resident of the Town shall have the standing to enforce the maximum building height limits and the maximum allowable square footage established in paragraphs (1), (2) and (5), above, of this section of the Charter, by means of a suit in equity seeking either mandamus; prohibition; or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.
- (8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1), above, of this section of the Charter, but nothing in this section of the Charter shall be construed to supersede, modify or repeal any existing zoning ordinance or land development regulation that establishes anywhere within the Town a maximum building height limit lower than that established in paragraph (1), above, of this section of the Charter.
- (9) The Town Commission may not increase, by ordinance or by variance, the maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, nor may the Town Commission modify, amend or repeal, by ordinance or by variance, the restrictions on use established in paragraph (2), above, or the provisions for parking availability established in paragraphs (2), (3) or (5), above, of this section of the Charter, nor may the Town Commission increase, by ordinance or by variance, the maximum allowable square footage established in paragraph (5), above, of this section of the Charter. The maximum height limits established for residential zoning districts including, but not limited to, R-5, RS-4, RS-5, RD-10, RM-15, RM-16, RM-25 and PUD in the Town's land development code as of March 20, 2006, may be increased, or such districts re-zoned for any other use whatsoever, only by a referendum vote of the registered voters of the Town in the manner established in Article IV, Section 4.7 [50] of this Charter for the repeal or amendment of initiated ordinances. The Town may not create new categories of zoning without approval of such categories by a similar referendum vote; and all provisions of such new categories of zoning must be submitted to the voters for approval.
- (10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled **March** municipal general election. The

amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled **March** municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

- (11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.

Sec. 7.2. Restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

- (1) As used in this section of the Charter, the term "the El Prado Property" shall refer to the following described real property situate, lying and being in the Town of Lauderdale-By-The-Sea, Florida:

The real property bounded on the west by the eastern boundary line of the Ocean Drive (also known as State Road A1A right-of-way, bounded on the east by the western boundary line of the El Mar Drive right-of-way, bounded on the north by the south boundary line of Lots 1, 2, 3, 4 and 5 of Block 11, and bounded on the south by the north boundary line of Lots 11, 12, 13, 14 and 15 of Block 12, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale-By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida;

and

The real property bounded on the west by the eastern boundary line of the El Mar Drive right-of-way, bounded on the east by the western shore of the Atlantic Ocean, bounded on the north by the southern boundary line of Lot 1, Block 8, and bounded on the south by the north boundary line of Lot 13, Block 7, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida.

- (2) The Town may not vacate, abandon, lease, sell, transfer possession or transfer ownership of the El Prado Property without first obtaining a majority vote of the Town's electors at a referendum election held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.
- (3) Any referendum election called for the purpose of authorizing the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property shall be held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled **March** municipal election. The holding of a referendum election called for the purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled **March** municipal election is expressly prohibited.
- (4) Every resident of the Town shall have standing to enforce the restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property established in paragraphs (2) and (3), above, of this provision of the Charter, by means of a suit in equity seeking either mandamus,

prohibition, or injunction, or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

Sec. 7.3. Advisory boards; how constituted.

The Town Commission may at any time by resolution appoint advisory boards, composed of residents of the Town of Lauderdale-By-The-Sea, qualified to act in an advisory capacity to the Town Commission, the Town Manager, or to any department of the Town. The members of such boards shall serve without compensation at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the Town.

CHARTER COMPARATIVE TABLE AMENDMENTS AND ORDINANCES

This table shows the location within this Charter of those amendments and ordinances included herein which have amended the 2006 Charter.

Ordinance Number	Date	Section	Section this Charter
2006-18	2-27-07	2	6.1(note), 6.3(note)
2008-05	3-25-08	2 Rpld	6.1(note),
			6.3(note)
2013-13	10-22-13	2	5.3
			6.2
			6.6
		Added	6.10



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2025-20 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE MAYOR-COMMISSIONER OR TOWN COMMISSIONERS TO VOLUNTARILY FORGO PAYMENT OR BUDGETING OF THEIR SALARY OR SALARY INCREASE; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation: At their last meeting, the Commission deliberated Commission salaries for the upcoming budget, per the request of Commissioner Graziano. The intent was to provide each elected official the broadest possible discretion over the salary that they receive from the Town for their service as Commissioner or Mayor. Currently, the adopted policy requires all elected members to receive an increase equal to the cost of living increase of up to 5% if a raise is available for staff.

Resolution 2025-20 specifically authorizes the Town's elected officials to make a voluntary decision to forgo payment of or budgeting for their personal salary, increases to their salary, or both. Salaries for the electeds will be budgeted unless specified in writing to the Town Manager before June 1 of each year. In addition, the resolution authorizes the elected officials to voluntarily forgo payment of their salary at any time during the year, if specified in writing to the Town Manager. Finally, the Resolution specifies that the Administration will implement this direction "consistent with the Town's continued compliance with all applicable federal and state laws governing its treatment of employees, and the Town's continued ability to provide reasonable compensation and benefits to elected officials continuing to receive salary and benefits."

Recommendation: Adopt Resolution 2025-20.

Exhibits:

1. 4AR2649-Resolution - Authorizing The Mayor Or Town Commissioners To Voluntarily Decline Salary or Increases 3.20.25

1
2 **RESOLUTION 2025-20**
3

4 **A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-**
5 **THE-SEA, FLORIDA, AUTHORIZING THE MAYOR-**
6 **COMMISSIONER OR TOWN COMMISSIONERS TO**
7 **VOLUNTARILY FORGO PAYMENT OR BUDGETING OF**
8 **THEIR SALARY OR SALARY INCREASE; PROVIDING**
9 **FOR IMPLEMENTATION, CONFLICT, SEVERABILITY,**
10 **AND FOR AN EFFECTIVE DATE.**
11

12 **WHEREAS,** Section 2-22 of the Town Code of Ordinances requires the Town
13 Commission, by resolution, to determine and fix reasonable compensation for the Town
14 Commissioners, which may be adjusted from time to time; and

15 **WHEREAS,** on March 22, 2022, the Town Commission adopted Resolution No. 2022-
16 8.5, which authorized an increase in the Town Commissioner salaries, and further directed the
17 Town Manager to budget for increases to these salaries each year at the applicable inflation rate
18 each June to address inflation, not to exceed 5%, unless the budget for the upcoming fiscal year
19 does not program any staff raises; and

20 **WHEREAS,** the Town Commission desires to reaffirm the budget process created by
21 Resolution 2022-8.5 while specifically authorizing the Mayor-Commissioner and individual
22 Commissioners to make a voluntary decision to forgo payment of or budgeting for their personal
23 salary, or increases to salary, or both, in order to maintain flexibility; and

24 **WHEREAS,** the Town Commission wishes to formalize this process by adoption of this
25 Resolution, with the understanding that salaries and salary increases will be budgeted for the
26 Mayor-Commissioner and the Town Commissioners automatically, unless otherwise specified in
27 writing to the Town Manager prior to June 1 of each year; and

28 **WHEREAS,** the Town Commission further desires to authorize individual Commissioners
29 or the Mayor-Commissioner to voluntarily forgo payment of their personal salary or salary

increase at any time during the year, should they so desire, if they so specify in writing to the Town Manager; and

WHEREAS, any Commissioner or the Mayor-Commissioner who elects to forgo a salary or salary increase may seek to participate in the Commission benefits as desired, to the extent allowed by and consistent with all laws and policies governing such benefits; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:

Section 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

Section 2. Forgoing the Budgeting of Salary or Salary Increase. Individual Commissioners or the Mayor-Commissioner may, at their discretion, forgo their personal salary (or any programmed increase to salary) being placed in the budget for the upcoming fiscal year by specifying this choice in writing to the Town Manager no later than June 1.

Section 3. Forgoing Payment of Salary or Salary Increases. Individual Commissioners or the Mayor-Commissioner may, at their discretion, forgo payment of their personal salary (or any programmed increase to salary) by specifying this choice in writing to the Town Manager at any time.

Section 4. Implementation. The appropriate Town officials are authorized to take all actions necessary to implement the salary budgeting and payment options provided for in this Resolution, consistent with the Town's continued compliance with all applicable federal and state laws governing its treatment of employees, and the Town's continued ability to provide reasonable compensation and benefits to elected officials continuing to receive salary and benefits.

Section 5. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 25th day of March, 2025.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: March 25, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director, Leroy Chasmer, Public Works Supervisor

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-21: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF MIAMI BEACH CONTRACT AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-051-WG; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the November 10th, 2020 Commission Meeting, the Commission approved Resolution 2020-45 authorizing a piggyback agreement utilizing the City of Miami Agreement (RFP 14-06) with PayByPhone for mobile parking payments. The City of Miami's contract has ended, and they have chosen not to rebid. Instead, the City of Miami has chosen to utilize the City of Miami Beach Contract (RFQ 2023-051-WG), which the Staff is recommending that we utilize as well. The term is for an initial 5-year contract with 2 additional 2-year renewal options. The cost per transaction for PayByPhone is \$.35 per transaction, which the user pays when they are utilizing PayByPhone for parking. The previous cost was \$.27. We have investigated other contracts and in those, the municipality pays for the use of the app instead of passing the cost to the user, which is our current set up.

Recommendation: Approve Resolution 2025-21, Authorizing a piggyback agreement with PayByPhone US Inc. for mobile parking payment system services utilizing the terms and conditions of the City of Miami Beach contract.

Exhibits:

1. Resolution 2025-21 PayByPhone

RESOLUTION NO. 2025-21

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF MIAMI BEACH CONTRACT AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-051-WG; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 10, 2020, the Town of Lauderdale-by-the-Sea (the “Town”) Commission adopted Resolution No. 2020-45, approving a piggyback agreement with PayByPhone Technologies, Inc. for pay-by-phone parking services, utilizing the terms and conditions of an agreement entered into by the City of Miami Department of Off-Street Parking aka Miami Parking Authority, an agency and instrumentality of the City of Miami, pursuant to the Miami Parking Authority’s Request for Proposals No. 14-06 (the “Miami Agreement”); and

WHEREAS, the expiration of the Miami Agreement necessitates a new agreement for the continued provision of a mobile parking payment system for the Town’s on-street and off-street parking facilities; and

WHEREAS, on March 5, 2024, the City of Miami Beach entered into that certain Professional Services Agreement for a Mobile Parking Payment System (the “Services”) with PayByPhone US, Inc. (the “Vendor”), pursuant Request for Qualifications No. 2023-0510WG (the “Miami Beach Agreement”); and

WHEREAS, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “1,” with the Vendor utilizing the same or better terms and conditions as the Miami Beach Agreement (the “Piggyback Agreement”); and

WHEREAS, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Vendor for the Services; and

WHEREAS, in accordance with Section IV.E. of the Town’s Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Vendor, in substantially the form attached hereto as Exhibit “1,” and authorize the Town Manager to execute the Piggyback Agreement; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Vendor, utilizing the Miami Beach Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Approval of Agreement. The Town Commission hereby approves the Piggyback Agreement with the Vendor for the Services.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Piggyback Agreement with the Vendor for the Services, attached hereto as Exhibit “1,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

COOPERATION AND SERVICE AGREEMENT (Piggyback Competitive Award)

This Cooperation and Service Agreement (the “Agreement”) is entered into _____ (the “Effective Date”) between PayByPhone US Inc., a Delaware corporation with its address at 3280 Peachtree Rd, Suite 2400, Atlanta, GA 30305 (“PayByPhone”) and the Town of Lauderdale-By-The-Sea, a Florida municipal corporation with its address at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 (the “Town”).

RECITALS

- A. PayByPhone provides wireless systems to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls owned and/or managed by the City of Miami Beach, Florida under a Professional Services Agreement dated March 5, 2024 (the “Miami Beach Contract”) awarded pursuant to the City of Miami Beach RFQ 2023-051-WG for Mobile Parking Payment System; and
- B. The Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity (known as a piggyback agreement) as an exception to the otherwise required formal bidding process; and
- C. On March 25, 2025, the Town Commission adopted Resolution No. _____ approving and authorizing a piggyback agreement with PayByPhone based on the terms and conditions of the Miami Beach Contract; and
- D. Town and PayByPhone wish to enter into this Agreement for PayByPhone to provide its services to Town based on the terms and conditions of the Miami Beach Contract, attached hereto as Appendix A and incorporated herein by reference.

In consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

Section 1 PAYBYPHONE SERVICE TERMS

PayByPhone agrees to provide to Town during the term of this Agreement the PayByPhone mobile payment service, information portal, reporting and enforcement service, as more particularly described in the Miami Beach Contract, on the terms and conditions set forth in the Miami Beach Contract, except as modified herein. All recitals, representations, and warranties made by PayByPhone in the Miami Beach Contract, except those with regard to the bidding process, are made, as if set forth fully herein, for the benefit of Town, and incorporated herein. For the purposes of the foregoing, all references within the Miami Beach Contract to the “City of Miami Beach”, “City” or “Town” where context permits, are hereby replaced with the “Town” named under this Agreement.

Town acknowledges that any PayByPhone products and services not expressly the subject of the Miami Beach Contract, including, but not limited to, any future products and services offered by PayByPhone, are optional, add-on products and services to which the terms and conditions of this Agreement do not apply. In the event Town elects to add an additional PayByPhone product or service to this Agreement, PayByPhone shall provide such product or service at PayByPhone’s then-current fees or such other price as PayByPhone and Town may mutually agree.

Section 2 TERM

This Agreement shall enter into force on the Effective Date and shall be conterminous with the Miami Beach Contract, including any extensions or renewals of the Miami Beach Contract, unless terminated earlier as provided in the Miami Beach Contract. PayByPhone's receipt of an extension or renewal of the Miami Beach Contract in writing will be conclusive evidence of the extension or renewal of this Agreement and a copy will be available to Town upon request. The Agreement may also be extended or renewed beyond the term of the Miami Beach Contract upon mutual written agreement.

Section 3 PRICING

Town shall pay PayByPhone the fees set forth in Exhibit B of the Miami Beach Contract, a copy of which is hereby attached to this Agreement as Appendix A, as amended in this Agreement.

Section 4 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 5 ENTIRE AGREEMENT

This Agreement, including all terms and conditions and exhibits of the Miami Beach Contract, sets forth the entire agreement between PayByPhone and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6 AMENDMENT

The parties agree to amend the Miami Beach Contract as follows:

- (a) Section 2.1 of the Miami Beach Contract is amended to delete the listed City of Miami Beach contact person and replace with the following: Leroy Chasmer, Parking Supervisor 954-295-4135 Leroyc@lbts-fl.gov.
- (b) Section 4.2 of the Miami Beach Contract is amended to delete the listed City of Miami Beach accounts payable email address and replace with the following: financedepartment@lbts-fl.gov.
- (c) Section 6.2 of the Miami Beach Contract is amended to delete the City of Miami Beach as certificate holder and replace with the following:

“CERTIFICATE HOLDER ON ALL COI MUST READ:

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308”

- (d) Section 10.7(f) of the Miami Contract is amended to delete the listed City of Miami Beach custodian of public records and replace with the following:

“TOWN OF LAUDERDALE-BY-THE-SEA
CUSTODIAN OF PUBLIC RECORDS
Townclerk@lauderdalebytheseafl.gov

Town of Lauderdale-By-The-Sea
Address: 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308

- (e) Section 10.12 of the Miami Beach Contract is deleted and replaced with the following:

“SIGNAGE

Town agrees to use the Vendor decals and signs already installed at the Parking Locations as of the Effective Date. For any Parking Locations at which Vendor decals and signs are not installed or at which size and placement of the Vendor decals and signs is deemed insufficient by Vendor, acting reasonably, the Town agrees to provide adequate space for and install, at its own cost, Vendor signage at each such Parking Location, with sign size and placement to be mutually agreed by Vendor and Town, acting reasonably. Town agrees that signs will be hung and/or located near payment machines at the Parking Locations and the number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location. All additional and replacement signage is at Town’s cost. Town agrees to either use Vendor’s standard signage template or ensure that its non-standard signage complies with all Vendor marketing and branding guidelines (available on request). Town shall not modify Vendor’s logos, fonts, colours, design, and other brand/marketing related items without Vendor’s prior written consent and approval. In the event Town requests that Vendor produce non-standard signage for Town, such customization work will be subject to Vendor’s prior approval and then-current professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees. Town will be responsible for installation of all additional and replacement decals and signs at the Parking Locations.”

- (f) A new Section 10.13 is added to the Miami Beach Contract to provide the following:

10.13. ETHICS

1. Vendor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the Vendor must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Vendor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

- (g) Section 11 of the Miami Beach Contract is amended to delete the City of Miami Beach notice address and replace with the following:

“TO TOWN:

Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive

- (h) The Resident Rate Zero Fee Offering in Exhibit B of the Miami Beach Contract is amended as follows:

Resident Rate Zero Fee Offering: Verified via PayByPhone’s Rights & Rates solution (priced below), residents will receive a \$0 cost Convenience Fee if the “double code offering” (see description below) is utilized.	\$0.00 per authorized resident ³
---	---

- (i) The following new Note #3 is added to Exhibit B of the Miami Beach Contract:

“3. For the Resident Rate Zero Fee Offering to be available during the Term of this Agreement, the parties acknowledge and agree that Rights & Rates must be implemented and Town is responsible for the applicable Rights & Rates setup and monthly fees. PayByPhone will offer the Resident Rate Zero Fee Offering to Town if the amount of Transactions for authorized residents with a Resident Rate Zero Fee is 10% or less of the total Transactions per month (the “Resident Rate Limit”). If the amount of Transactions exceeds the Resident Rate Limit, at PayByPhone’s discretion, PayByPhone shall either increase the Town’s Rights & Rates monthly subscription fees or Town shall pay PayByPhone \$0.35 per hourly Transaction and \$1.00 per monthly Transaction, as applicable, for any Transactions above the Resident Rate Limit. In its sole discretion, PayByPhone may waive the Resident Rate Limit for Town.”

- (j) Exhibit B of the Miami Beach Contract is amended to remove all references to “Double Code Offering” as follows:

~~Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a \$0 Convenience Fee option for residents.~~

~~a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.~~

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Town of Lauderdale-By-The-Sea

PayByPhone US Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

APPENDIX A

City of Miami Beach Contract

Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PAYBYPHONE US INC.
FOR
MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO
REQUEST FOR QUALIFICATIONS 2023-051-WG

MAR 5 - 2024

This Professional Services Agreement ("PSA") and the PayByPhone US Inc., Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach RFQ No. 2023-051-WG for Mobile Parking Payment System , together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

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Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 Services Provided by PayByPhone. During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

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If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

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2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3

TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4

FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

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resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. **Expenses.** Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

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CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

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Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

- i. promptly render the product non-infringing and capable of providing services as intended; or
- ii. procure for City and its customers the right to continue using its product; or
- iii. replace the product with non-infringing goods; or
- iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

- i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
- ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
- iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i. with the other party's consent;

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- ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

- i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

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- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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- ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

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Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

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- (3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
- The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

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inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

- (B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

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Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) **TERMINATION RIGHTS.**

- (1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.
- (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
- (4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
- (5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- (6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

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work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11 NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

- (a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;
- (b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;
- (c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

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(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

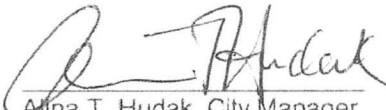
FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:


Rafael E. Granado, City Clerk


Alina T. Hudak, City Manager

Date:

MAR 5 - 2024

FOR VENDOR:

PAYBYPHONE US INC.

By:


Satyajit (Sonny) Samra, President

Date: Feb. 2, 2024



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney  Date 12/22/23

Contract no. 23-051-02

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT A

COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, “PayByPhone” shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and “Client” shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution (“IVR”) for use at Client’s managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service (“Rights & Rates”) to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a “Right” is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to \$0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.

Signature: _____

Name: Rafael E. Granado, City Clerk

Date: _____

PayByPhone US Inc.

Signature: _____ 

Name: Satyajit (Sonny) Samra

Title: President

Contract no. 23-051-02

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

<i>ITEM</i>	<i>PRICE</i>
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement <i>Marketing includes a standard launch package</i>	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived ¹
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$0.35)	\$0.35 ²
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$1.00)	\$1.00 ²
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a \$0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	\$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	\$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee ⁴	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced \$500
Rights & Rates monthly subscription fee for one (1) Right	\$199 per month
Validation Portal setup fee	\$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	\$250 per Parking Location/mo
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NOTES:

- 1 Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
- 2 Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
- 3 Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a \$0 Convenience Fee option for residents.

- a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

Contract no. 23-051-02

EXHIBIT C TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach							
Planned Scope of Work & Timeline - Mobile Payments							
<i>*All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.</i>							
Anticipated State Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	2 Weeks	12-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices.
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

Signature Certificate

Reference number: I5PN4-XTQMF-OWVPR-MAW82

Signer

Timestamp

Signature

Sonny Samra

Email: ssamra@paybyphone.com

Sent:

02 Feb 2024 17:39:33 UTC

Viewed:

02 Feb 2024 21:31:45 UTC

Signed:

02 Feb 2024 21:33:58 UTC



Recipient Verification:

✓Email verified

02 Feb 2024 21:31:45 UTC

IP address: 172.56.105.210

Location: Seattle, United States

Document completed by all parties on:

02 Feb 2024 21:33:58 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



ATTACHMENT A
RESOLUTION & COMMISSION AWARD MEMO

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., FOLLOWING THE SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC.

WHEREAS, on February 1, 2023, the Mayor and City Commission approved to issue an RFQ for mobile parking payment solutions; and

WHEREAS, on February 2, 2023, RFQ 2023-051-WG was issued; and

WHEREAS, on April 5, 2023, the City received proposals from the following nine (9) firms:

- Frogparking, Inc.
- Honkmobile USA LTD.
- Hotspot Parking Inc.
- Mobile Smart City Corp
- Parkeon, Inc.
- ParkMobile, LLC
- Passport Labs, Inc.
- PayByPhone US Inc.
- Zipby USA LLC; and

WHEREAS, on May 26, 2023, the Evaluation Committee comprised of Jacqueline Caicedo, Administrative Services Manager, Parking Department; Manny Marquez, Assistant Director, Finance Department; Seychelles Martinez, Chief Software Architect, Information Technology Department; Otniel Rodriguez, Assistant Director, Transportation and Mobility Department; and Alberto Ventura, Assistant Director, Parking Department, convened to consider proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance, the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the evaluation process resulted in the proposers being ranked by the Evaluation Committee in the following order:

- 1st ranked – ParkMobile, LLC
- 2nd ranked – PayByPhone US Inc.
- 3rd ranked – Parkeon, Inc. (Flowbird)
- 4th ranked – Mobile Smart City Corp
- 5th ranked – HonkMobile USA LTD.

6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

WHEREAS, on June 28, 2023, via Resolution No. 2023-32625, the Mayor and City Commission authorized the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively, with the final negotiated Agreement(s) subject to the prior approval of the Mayor and City Commission; and

WHEREAS, as directed by the City Commission, the Administration successfully negotiated agreements with ParkMobile, LLC and PayByPhone US Inc.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve the agreements with ParkMobile, LLC, and PayByPhone Us Inc., following the successful negotiations by the Administration, pursuant to request for qualifications (RFQ) No. 2023-051-wg for Mobile Parking Payment Systems; and authorize the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone Us Inc.

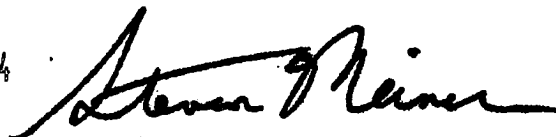
PASSED AND ADOPTED this 31 day of January 2024.

ATTEST:



RAFAEL E. GRANADO, CITY CLERK

FEB 06 2024

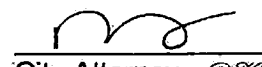


STEVEN MEINER, MAYOR



Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

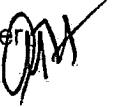
 1-16-24
City Attorney *DA* Date

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Steven Meiner and Members of the City Commission

FROM: Alina T. Hudak, City Manager 

DATE: January 31, 2024

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG, FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS**

RECOMMENDATION

It is recommended that the Mayor and City Commission adopt the Resolution approving the agreements with ParkMobile, LLC, and PayByPhone US, Inc., pursuant to Request for Qualifications (RFQ) 2023-051-WG for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements.

BACKGROUND/HISTORY

Mobile parking payment systems provide an alternative to the traditional ways of paying for parking such as parking meters. Many firms offer mobile parking payment technology to users through the use of a telephone application. Over the past ten (10) years, the City has engaged with ParkMobile USA, Inc. for provision of these services. The agreement with ParkMobile was set to expire on February 23, 2023.

On October 26, 2022, the City Commission directed the Administration to explore options for contracting with the best mobile parking payment application service, including, but not limited to, mobile parking payment applications being used by neighboring jurisdictions to maximize convenience to residents and local visitors.

Pursuant to the City Commission's direction on October 26, 2022, staff returned to the City Commission on December 14, 2022, after having researched which mobile parking payment solutions were being utilized by neighboring jurisdictions and whether the City could piggyback any of the contracts executed by these agencies. All local jurisdictions were queried, and responses were received from the following:

- 1) City of Miami/Miami Parking Authority;
- 2) City of Coral Gables;
- 3) City of Doral;
- 4) City of Hallandale and
- 5) City of Fort Lauderdale.

The City of Miami/Miami Parking Authority responded that its contract had been competitively solicited and awarded to PayByPhone US Inc. ("PayByPhone") in 2014 and is scheduled to expire in 2025. The other four (4) agencies responded that they were piggybacking off the City of Miami/Miami Parking Authority Contract.

The City of Miami/Miami Parking Authority's contract with PayByPhone is similar to the City's current contract with ParkMobile in that it allows for a resident discount rate and does not charge residents a transaction fee. However, unlike the City's current contract, under which the City does not pay any charges (resident transaction fees are absorbed by visitors in the visitor rates charged), the City of Miami/Miami Parking Authority contract would allow the City to absorb the resident transaction fees. Doing so is estimated to cost the City \$136,000.00 annually. This estimate is based on approximately 503,000 resident transactions at the current PayByPhone convenience fee of \$0.27.

Staff also identified competitive contracts awarded to PayByPhone by the National Cooperative Purchasing Alliance (NCPA) and the City of Tampa. However, the NCPA contract does not allow for discounted rates and no transaction fees to residents. Further, the Agreement with the City of Tampa contains local preference language that typically precludes other agencies from piggybacking.

Staff was unable to identify a contract awarded to PayByPhone that meets the City's current requirements to offer residents discount rates and fee waivers. This is an important distinction because piggybacking typically requires that the agency desiring to piggyback accept the terms, conditions, and pricing of the other agency's contract without modification.

During the research process, staff learned that some jurisdictions (e.g., the City of Tampa) had awarded contracts for mobile parking payment solutions to more than one provider as a means of extending convenience to visitors traveling into the City from areas serviced by other providers.

As a result, the Administration recommended the City Commission authorize the preparation of a competitive solicitation for a replacement contract for mobile parking payment solutions that appropriately prioritizes, among other relevant factors, the convenience to the customer and potential benefits to the City of utilizing a mobile parking payment solution provider used by a majority of neighboring jurisdictions. The solicitation would also allow an award of a contract to more than one mobile parking payment solutions provider if the City Commission deems that doing so is in the City's best interest.

On February 1, 2023, the Mayor and City Commission approved the issuance of RFQ No. 2023-051-WG for mobile parking payment solutions and also approved a month-to-month extension of the current agreement with ParkMobile USA, Inc. until a replacement agreement is executed and mobile parking payment service has been transitioned to a new service provider. RFQ responses were due and received on April 5, 2023. The City received nine (9) proposals from the following firms: Frogparking, Inc., Honkmobile USA LTD., Hotspot Parking Inc., Mobile Smart City Corp, Parkeon, Inc., ParkMobile, LLC, Passport Labs, Inc., PayByPhone US Inc., and Zipby USA LLC

On May 26, 2023, the Evaluation Committee, appointed by the City Manager via Letter to Commission No. 223-2023, convened to consider the proposals received. The results of the Evaluation Committee process are detailed in Attachment A and resulted in the following rankings:

- 1st ranked – ParkMobile, LLC
- 2nd ranked – PayByPhone US Inc.
- 3rd ranked – Parkeon, Inc. (Flowbird)
- 4th ranked – Mobile Smart City Corp

- 5th ranked – HonkMobile USA LTD.
- 6th ranked – Passport Labs, Inc.
- 7th ranked – Zipby USA LLC
- 8th ranked – Hotspot Parking Inc.
- 9th ranked – Frogparking, Inc.

On June 28, 2023, the Mayor and City Commission approved Resolution No. 2023-32625 (attached hereto) authorizing the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively. The Resolution also requires that the final negotiated Agreement(s) with the recommended proposer(s) shall be subject to the prior approval of the Mayor and City Commission.

ANALYSIS

As directed by the City Commission, staff negotiated agreements with ParkMobile, LLC and PayByPhone US Inc, the 1st and 2nd ranked firms, respectively. ParkMobile and PaybyPhone are leaders in the mobile parking payment field, both were founded over fifteen years ago and have contracts with multiple municipalities in Florida. As the City already has history with ParkMobile as a service provider, adding PaybyPhone to our payment options will further facilitate the parking user experience in the City. Despite the many similarities between these companies, there are also major differences, including management of transaction fees. Negotiation discussions commenced on July 6, 2023, negotiating the waiver of transaction/convenience fees and agreeing to an acceptable resident access format resulted in extensive negotiations. ParkMobile waives transaction fees for City residents. PaybyPhone agreed to the terms proposed by the City and committed to developing technology and implementing operational changes to allow for the waiver of transaction fees for City residents. The Administration's goal was to negotiate similar contracts with both firms to provide for easier enforcement of the agreements, while providing seamless options to customers. Through extensive discussions and a cooperative spirit, this goal was reached. The negotiated Agreements are attached hereto as Attachment A.

The most significant terms are highlighted below.

- The initial term of this Agreement shall be for a period of five (5) years. At the City Manager's sole and absolute discretion and provided further that the concessionaire is not in default under this Agreement, the City may extend the term of this Agreement for two (2) additional two-year periods. The concessionaire shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is not a right of the Concessionaire.
- Both firms have agreed to waive transaction/convenience fees for City residents.
- Both firms agree to Transaction/Convenience fees for non-residents of \$.35 per session.
- PaybyPhone and ParkMobile will collaborate to provide signage (ParkMobile will design, procure and deliver the signage and PaybyPhone will cover all costs).
- ParkMobile will continue to utilize the current zones deployed throughout the City.
- For non-residents, PaybyPhone will utilize the same zones deployed by ParkMobile.
- However, for residents, PaybyPhone will require unique zones to access the \$.35 transaction fee waiver.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration.

1. Was the Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

2. If so, specify name of lobbyist(s) and principal(s): Not Applicable

SUPPORTING SURVEY DATA

Not Applicable

FINANCIAL INFORMATION

For FY23 total parking meter revenue was \$27,943,000 of which 85% or \$23,751,550 was collected through ParkMobile. Pursuant to this agreement ParkMobile and PayByPhone will collect parking revenue for the City of Miami Beach. A \$.35 transaction/convenience fee is charged to non-residents. Transaction/convenience fees are waived for City of Miami Beach residents.

ACCOUNTS:

This is a revenue collection agreement.

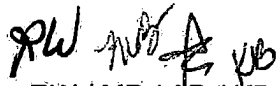
CONCLUSION:

Based on the foregoing, it is recommended that the Mayor and City Commission adopt the Resolution, approving the agreements with ParkMobile, LLC, and PayByPhone US Inc., pursuant to Request for Qualifications (RFQ) No. 2023-051-WG, for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone US Inc.

ATTACHMENTS:

A – Agreement with ParkMobile, LLC

B – Agreement with PayByPhone US Inc.


RW / MB / AD / KB

ATTACHMENT A

Contract no.23-051-01

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PARKMOBILE, LLC
FOR
MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO
REQUEST FOR QUALIFICATIONS 2023-051-WG**

This Professional Services Agreement ("PSA") and the **ParkMobile, LLC**. Service Agreement ("Service Agreement"); collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **ParkMobile, LLC**, a Delaware Limited Liability Corporation, whose address is 1100 Spring Street Northwest, Suite 200, Atlanta, GA 30309 ("Vendor" or "ParkMobile").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the ParkMobile Service Agreement, collectively the "Agreement".
Authorized User:	City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The ParkMobile Application, the Platform, and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Transaction Fee: Exhibit B	The Fee charged by the Vendor to the user per transaction as set forth in Exhibit B
Parking Rate:	The fee charged by the City for use of the parking space.
ParkMobile Application:	Any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach RFQ No. 2023-051-WG for Mobile Parking Payment System , together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and Data collected by the Vendor relating to drivers' parking sessions, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to ParkMobile users that is not related to parking sessions at the Parking Locations, including without

limitation, information provided by users upon registration for a ParkMobile account and data about the user's activity in the ParkMobile account or the Application.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "B" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 Services Provided by ParkMobile. During the Term (as defined herein), ParkMobile shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services", as further defined in Section 1). ParkMobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by ParkMobile and the City. In connection with ParkMobile's performance of the Services, and in addition to ParkMobile's compliance with Applicable Laws, ParkMobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. ParkMobile shall implement the service within sixty (60) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, ParkMobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. ParkMobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, ParkMobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of ParkMobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of the Platform, the ParkMobile Application or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, ParkMobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of ParkMobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by ParkMobile and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, ParkMobile hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to access and use the Platform during the Term, as defined below. The City shall not use the Platform for any use other than in connection with the Services. The City acknowledges and agrees that (a) ParkMobile shall be its exclusive source of the Platform for the Term; and (b) all Services obtained by the City shall use the Platform as necessary. The City has no interest in or right to use the Platform or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Platform shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair ParkMobile's right, title and interest in and to the Platform or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of ParkMobile's services and without limitation, ParkMobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit D hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3

TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.11 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4

FEE

4.1 City shall reimburse ParkMobile as set forth in Exhibit B and in accordance with Section 4.6. ParkMobile may propose an increase in the end user fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of ParkMobile providing the services to City. All adjustments to the fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City shall serve as the Merchant of Record for ParkMobile Application transaction fees and parking rates. ParkMobile shall invoice the City and the City shall issue a check to reimburse ParkMobile in accordance with Section 4.6.

4.3 Taxes. ParkMobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide ParkMobile with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to ParkMobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, ParkMobile shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, ParkMobile shall not charge the City any costs for the integration of its system(s) or for the management of the project and the Services.

ParkMobile shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

4.5 Merchant of Record for Prepayment Method. For any fees collected by Parkmobile via prepaid cards, Google Pay, Apple Pay PayPal or a similar prepayment application, the parties designate ParkMobile as the merchant of record. On a monthly basis, ParkMobile shall provide the City a report of all transaction fees collected on their behalf and issue a reimbursement check to the City. All fees paid under this Section 4.5 shall be paid to the City no later than 45days after invoice.

4.6 Invoices. ParkMobile will issue invoices to the City on a monthly basis for all fees due to ParkMobile under this Agreement. All payments due under this Agreement shall be paid within thirty (45) days of the invoice date. All invoices shall include a detailed description of the Services (or portion thereof) provided. All invoices submitted to the City shall be submitted to the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate ParkMobile in accordance with the Agreement for all Services performed by ParkMobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PARKMOBILE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PARKMOBILE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PARKMOBILE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PARKMOBILE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PARKMOBILE FOR ANY PROFITS THAT PARKMOBILE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS

SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PARKMOBILE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PARKMOBILE

ParkMobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and ParkMobile wishes to terminate the Agreement, then ParkMobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. ParkMobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then ParkMobile may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should ParkMobile (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to ParkMobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to ParkMobile all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Platform and intellectual property of ParkMobile.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the termination date (including any indemnification obligation arising

hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6

INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. ParkMobile agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies ParkMobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows ParkMobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as ParkMobile may require; and, makes no admissions or other statements which may be prejudicial to ParkMobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without ParkMobile's express prior written consent. In no event will ParkMobile be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, ParkMobile shall, at its option, either:

- i. promptly render the Services non-infringing and capable of providing services as intended; or
- ii. procure for City and its customers the right to continue using the Services; or
- iii. replace the Services with non-infringing goods; or
- iv. remove the Services and refund any expense of the City.

c. ParkMobile shall have no liability in respect of any claim based upon:

- i. use, operation or combination of the Services with software, hardware, data, or equipment not supplied by ParkMobile if such infringement would have been avoided but for such use, operation or combination; or
- ii. use of the Services other than in accordance with ParkMobile's specifications if such infringement would have been avoided but for use of the Services not in accordance with ParkMobile specifications; or
- iii. Services that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i. with the other party's consent;
- ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

- i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager at ParkMobile's headquarters, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) business days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, except to the extent such records contain personally identifiable information, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

- i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to ParkMobile's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code,

as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- (2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include

events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

- (B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.
- (B) **TERMINATION RIGHTS.**
- (1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.
 - (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.
 - (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
 - (4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
 - (5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
 - (6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by Parkmobile, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, upon request, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with

one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

ParkMobile shall, at no cost to the City, coordinate with PayByPhone to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both the City's other mobile parking payment provider, PayByPhone, and ParkMobile equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, ParkMobile and PayByPhone shall produce and deliver all Signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11 NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

ParkMobile, LLC
1100 Spring Street Northwest, Suite 200
Atlanta, GA 30309
Attn: Brooke Krieger

For legal notices:

With a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of ParkMobile and City hereby represents, warrants, and covenants to the other party hereto as follows:

- (a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;
- (b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;
- (c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Contract no.23-051-01

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafaël E. Granado, City Clerk

Alina T. Hudak, City Manager

Date: _____

FOR VENDOR:

PARKMOBILE, LLC

By: _____

Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

John H. Rotundo 12/21/23

City Attorney *SR* Date

**EXHIBIT A
SERVICE AGREEMENT**

Contract no.23-051-01

**EXHIBIT B
FEE SCHEDULE**

ParkMobile shall charge the end user an end-user fee as outlined in the pricing below:

Convenience Fee paid by Residents	\$No Fee
Convenience Fee paid by Non-Residents utilizing ParkMobile Wallet	\$0.30
Convenience Fee paid by Non-Residents without utilizing ParkMobile Wallet	\$0.35

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
PAYBYPHONE US INC.
FOR
MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO
REQUEST FOR QUALIFICATIONS 2023-051-WG**

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach RFQ No. 2023-051-WG for Mobile Parking Payment System , together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 Services Provided by PayByPhone. During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3

TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4

FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than \$5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;
AND CONFIDENTIAL FINDINGS**

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

- i. promptly render the product non-infringing and capable of providing services as intended; or
- ii. procure for City and its customers the right to continue using its product; or
- iii. replace the product with non-infringing goods; or
- iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

- i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
- ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
- iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i. with the other party's consent;

- ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

- i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- (C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
- i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

- (3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
- The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
 - At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV
PHONE: 305-673-7411**

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

- (B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

- (A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) **TERMINATION RIGHTS.**

- (1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.
- (3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.
- (4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.
- (5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- (6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11 NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

- (a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;
- (b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;
- (c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

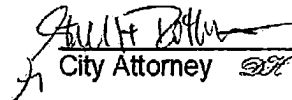
Alina T. Hudak, City Manager

Date: _____

FOR VENDOR:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

PAYBYPHONE US INC.

 12/22/23
City Attorney  Date

By: _____

Satyajit (Sonny) Samra, President

Date: _____

Contract no. 23-051-02

**EXHIBIT A
SERVICE AGREEMENT**

EXHIBIT A

COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, “PayByPhone” shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and “Client” shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution (“IVR”) for use at Client’s managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service (“Rights & Rates”) to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a “Right” is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to \$0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

PayByPhone US Inc.

Signature: _____

Name: _____

Title: _____

Attest.

Signature: _____

Name: Rafael E. Granado, City Clerk

Date: _____

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	PRICE
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement <i>Marketing includes a standard launch package</i>	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived ¹
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$0.35)	\$0.35 ²
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of \$1.00)	\$1.00 ²
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a \$0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	\$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	\$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee ⁴	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced \$500
Rights & Rates monthly subscription fee for one (1) Right	\$199 per month
Validation Portal setup fee	\$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	\$250 per Parking Location/mo.
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NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a \$0 Convenience Fee option for residents.

- a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

EXHIBIT C TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach							
Planned Scope of Work & Timeline - Mobile Payments							
*All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.							
Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

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MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: January 31, 2024

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS.
(ITEM TO BE SUBMITTED IN SUPPLEMENTAL)

SUPPORTING SURVEY DATA

TBD

FINANCIAL INFORMATION

TBD

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking
Parking/Procurement

ATTACHMENT B
ADDENDUM AND RFQ SOLICITATION

ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS NO. 2023-051-WG
MOBILE PARKING PAYMENT SYSTEM
March 21, 2023

This Addendum to the above-referenced RFQ is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. **REVISION: RFQ DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Wednesday, April 5, 2023.

All bids received and time stamped through BidSync, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

- II. **REVISION: Delete Subsection 3.4.0 from Section 0300, Tab 3, System Capabilities.**

~~3.4.0 Is there system portability, expandability, and support?~~

- III. **ATTACHMENTS:**

Attachment A	Parking Garage Rates
Attachment B	CMB Meter Parking Rates
Attachment C	Merchant Statement

- IV. **RESPONSES TO QUESTIONS RECEIVED:**

Q1: Overall Bid Question: Section 4 - Financial Capacity of the RFP describes a requirement for bidders to request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City when requested.

Is the City requiring the Dun & Bradstreet report for this project? If so, the link provided in the RFP to access Dun & Bradstreet requests is broken and brings up a "Service Unavailable" message when trying to access it?

A1: Should the City request the report, a revised link will be provided.

Q2: Please indicate what enforcement provider you currently use as well as any you plan to use.

A2: The City of Miami Beach has its own in-house Enforcement Division.

Q3. What percentage of your total transactions processed was for residents during the 2022 FY?

A3: The total transactions processed for residents during the 2022 FY was approximately 10%.

Q4. For A1, Scope of Work, item 4 (API in-house system), please provide the specific data fields the City requires to be included in the API integration.

A4: The fields provided by the City's API are: License plate state & license plate number. The required fields to be provided by the 3rd party API are:

- HTTP Response date/time
- Permit Start date/time
- Permit Expiry date/time
- License Plate State
- License Plate Number
- Parking Zone / Area.

Q5. Regarding the City's request for an integration with Skidata for the City's gated areas, please provide your current usage rates of this solution. Additionally, please describe the desired solution in detail and indicate if this is currently active or a planned/future integration.

A5: At parking garages, patrons have the option to pay at the pay-on-foot stations, at an exit, or via the current Mobile Parking Payment contractor. An average of 1.14% of all garage transient revenue is received via the Mobile Parking Payment contractor.

The current parking app used at garages is fully integrated. ParkMobile sends ticket # to Skidata once the customer scans the ticket in the application – at the exit when a ticket is returned, Skidata calculates the rate, sends the rate to ParkMobile and ParkMobile charges the customer. The rate is calculated by Skidata. ParkMobile is also sending Skidata resident status so that the correct rate is applied to the customer. This is currently in place.

Q6. Since this is an RFQ, please describe the City's plans for next steps including an anticipated timeline.

A6: Through the RFQ, the City will consider qualifications and system functionality and may negotiate an agreement, to include fees, with the proposer(s) deemed to be most qualified. The City's current agreement has been extended on a month-to-month basis. The City anticipates expediting a replacement Agreement.

Q7. Please clarify how the Dun & Bradstreet SQR may be submitted. Is it acceptable for the report to be acquired by our organization so we have the ability to review information and subsequently submit with our bid or must it come directly from Dun & Bradstreet? Additionally, please clarify the maximum age of a report that will be accepted (for example, if we have a report from three months ago, is this acceptable?)

A7: Should the City request the report from proposers, it must be received directly from Dun & Bradstreet within 3 business days from the City's request.

Q8. To best respond with specifics on our capabilities, please outline the City's current parking rate system as it applies to visitors and residents.

- a. Hourly rates for guests (please include any times or varying/escalating structures)
- b. Hourly rates for residents (please include all setups if different areas offer various options).

c. Any other rate/option not specifically listed here that we will be expected to accommodate?

A8: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q9. What is the existing pay station type (pay by plate or pay by space) and vendor? Approximately how many?

A9: The City's existing station type is Pay-by-plate, by T2 Systems; and there are approximately 300 pay stations.

Q10. How many gate arms and locations for the Skidata revenue control system exist?

A10: The Skidata revenue control systems exist at 12 garages and there are a total of 59 gate arms.

Q11. How many parking spaces are there currently? Broken down by on-street and off-street if possible.

A11: 11,898 off-street / 4,843 on-street.

Q12. What is the current parking transaction fee the City and/or End User pays for the existing mobile payment service?

A12: \$.35 on-street and off-street transactions; \$.50 for gated system transactions; and residents at no charge.

Q13. Approximately how many transactions per year for existing mobile provider?

A13: There are approximately 4,841,476 transactions per year for the existing mobile provider.

Q14. What was last year's and/or 2021 Parking Revenue, broken down by source type if possible?

A14: \$37,465.00 2021 revenue.

Q15. What is the city's desired timeline for launching the system?

A15: Refer to the response to Question No. 6 above.

Q16. Is the city seeking LPR services? If not, who is the city's LPR provider for integration?

A16: The City is not seeking LPR services at this time. The current LPR system (XParking) was developed in-house by the City's IT department.

Q17. What is the City's preferred approach to Merchant Processing, shall the proponent provide Merchant Processing services within the submission?

A17: The City currently uses First Data for credit card processing services. We prefer to continue to use First Data. However, following selection, the City reserves the right to enter into further negotiations with the selected Proposer.

Q18: Can the City explain what it means by “is there interface capability”?

A18: The new system should have capabilities for integration through API to do the following:

- Consume City of Miami Beach data using our existing endpoint. Our API makes available parking permit data for other system to access.
- Provide real-time data to be consumed by the City of Miami Beach through REST API.

Q19: Can the City explain what it means by “is there system portability, expandability, and support?”

A19: See Revision I above.

Q20: What system is the City currently using for enforcement or how is the City currently enforcing?

A20: Refer to the response to Question No. 16 above.

Q21 As most permit software programs are tied directly to vendors' enforcement software, can the City disclose how license plates for permits are being enforced now?

A21: Permits are issued by an application developed in-house and are currently enforced by XParking.

Q22: If an integration with the current enforcement provider is a must, can the City disclose if/when they will be looking at enforcement providers again?

A22: This is not being considered at the present time.

Q23: Can the City disclose who provides the current permit/citation portals, as most permit/citation software have their own payment portal so information like payments can be processed in real-time?

A23: Permits are issued by an application developed in-house and can be paid and processed in real-time online. Citation payments are handled by Miami-Dade Parking Violations Bureau.

Q24: 3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites. Can you please provide more details or examples of wireless handheld systems you would like to use?

A24: Please specify any integration capabilities your proposed product may have with wireless handheld systems.

Q25: 3.3.8 What is the settlement process of your system/software? Can you please provide more information or what you are looking for? How would you prefer?

- Are you looking to have a personalized mobile parking payment system?
- How much time will we have for integration work?

A25: Please specify any settlement process capabilities your proposed product may have for the City's review. Integration schedules will be negotiated with the successful proposer(s).

Q26: For the electronic validation system for hotels, businesses, and restaurants - do they cover the fee of the patron or are these validations free from the City?

A26: The patron fee for electronic validation at hotels, businesses, and restaurants is covered by the business.

Q27: Can the City confirm the total number of paid off-street spaces the application would be used?

A27: The total number of paid off-street spaces the application would be used for are 11,898.

Q28: Can the City confirm the average cost of the on-street parking rate is \$4.00/h?

A28: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q29: Can the City confirm the total number of paid on-street spaces the application will be used?

A29: The total number of paid on-street spaces the application will be used for are 4,843.

Q30: Can the City confirm the average cost of off-street parking rate is \$2.00/h?

A30: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q31: Who are the current meter/kiosk providers?

A31: The City's current meter provider is T2 Systems.

Q32: If the City has multi-space meters or meters that accept credit card payments, who is paying the merchant processing fees: the City or the provider?

A32: The City is paying the merchant processing fees.

Q33: Can the City verify how many total annual mobile payment transactions occur on average?

A33: On average 4.8 million annual mobile payment transactions occur.

Q34: Can the City verify how many total annual mobile payment resident transactions occur on average?

A34: On average 496,473 annual mobile payment resident transactions occur.

Q35: Can the city disclose who is the merchant of record for the mobile payment application? (vendor or city)

A35: The City's current merchant of record for the mobile payment application is Truist Merchant Services.

Q36: Would the City be willing to disclose its current merchant processing rates and the average transaction size or provide a merchant statement?

A36: Please refer to Attachment C, Merchant Statement.

Q37: If the vendor has electronic parking space rental software, would the City entertain information pricing on this?

A37: We are not currently seeking this service; however, vendors may include information if desired. The purpose of the RFQ is to select the best qualified (as determined by the City) consultant for the project. Responses pursuant to the RFQ are not to include costs. After selection the City and the selected consultant will negotiate scope, terms, and cost.

Q38: 3.5.9 – Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain. Can the City please provide the specifics of the Miami Beach Residents Mobile Parking service?

A38: Currently registered Miami Beach Residents do not pay transaction fees. The City of Miami Beach resident registers with the City by providing the required documentation. On a daily basis, the current provider retrieves from the City a list of license plates that qualify for resident status. When a transaction is initiated for a license plate with resident status, a discounted parking hourly rate is applied and no transaction fees are assessed.

Q39: 3.5.7 – How is the Mobile Parking user fee assessed? Per transaction, monthly etc. Please explain. Can the City please provide details on the term Mobile Parking User fee?

A39: Mobile parking user fees (transaction fees) are assessed and charged to the user by transaction. Registered residents are currently exempt from user fees.

Q40: 3.3.1 – Does the system require integration with the meters? Can the City please clarify the intent for integration with the meters?

A40: Meter integration is not a requirement of the City. Please specify any requirement for your proposed system to be integrated with meters.

Q41: 3.2.6f – Rates and restrictions can be different for every meter (if desired)? Can the City please clarify the need for rates and restrictions to be different for every meter?

A41: Rates are presently not different per meter but vary per area (zone). Please specify any rate and restriction capabilities your proposed product may have.

Q42: If a proposer could offer a system that provides a single backend operating system for mobile payments, permit issuance/management, citation issuance/management, and reporting that could help increase compliance and collections, can a vendor include additional information?

A42: Yes. There are multiple sections in Tab 3 (System Capabilities) where such information can be submitted.

Q43: Would the city be open to a vendor that has software that could enable the City to offer more than one mobile payment option with all applications being managed through a single backend?

A43: Please see the response to Question No. 42 above.

Q44: Would the City prefer to only offer one mobile payment option?

A44: The City may consider more than one mobile payment option.

Thank you!

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: William Garviso	Telephone: 305-673-7000 ext. 7490	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission. Potential proposers that have elected not to submit a response to the RFQ are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,
William Garviso for Alex Denis
Alex Denis
Procurement Director



CITY OF MIAMI BEACH - PARKING GARAGES - RATES

7th Street (G1) <table><tr><th>HOURS</th><th>RATE</th><th>HOURS</th><th>RATE</th></tr><tr><td>0 TO 1</td><td>\$2.00</td><td>8 TO 9</td><td>\$13.00</td></tr><tr><td>1 TO 2</td><td>\$4.00</td><td>9 TO 10</td><td>\$14.00</td></tr><tr><td>2 TO 3</td><td>\$6.00</td><td>10 TO 11</td><td>\$15.00</td></tr><tr><td>3 TO 4</td><td>\$8.00</td><td>11 TO 12</td><td>\$16.00</td></tr><tr><td>4 TO 5</td><td>\$9.00</td><td>12 TO 13</td><td>\$17.00</td></tr><tr><td>5 TO 6</td><td>\$10.00</td><td>13 TO 14</td><td>\$18.00</td></tr><tr><td>6 TO 7</td><td>\$11.00</td><td>14 TO 15</td><td>\$19.00</td></tr><tr><td>7 TO 8</td><td>\$12.00</td><td>15 TO 24</td><td>\$20.00</td></tr></table> WEEKEND/EVENT FLAT RATE FRIDAY, SATURDAY & SUNDAY FROM 8PM TO 5AM \$ 15 PER VEHICLE MAXIMUM DAILY RATE \$20.00 LOST TICKET \$20.00				HOURS	RATE	HOURS	RATE	0 TO 1	\$2.00	8 TO 9	\$13.00	1 TO 2	\$4.00	9 TO 10	\$14.00	2 TO 3	\$6.00	10 TO 11	\$15.00	3 TO 4	\$8.00	11 TO 12	\$16.00	4 TO 5	\$9.00	12 TO 13	\$17.00	5 TO 6	\$10.00	13 TO 14	\$18.00	6 TO 7	\$11.00	14 TO 15	\$19.00	7 TO 8	\$12.00	15 TO 24	\$20.00	12th Street (G2) <table><tr><th>HOURS</th><th>RATE</th><th>HOURS</th><th>RATE</th></tr><tr><td>0 TO 1</td><td>\$2.00</td><td>8 TO 9</td><td>\$13.00</td></tr><tr><td>1 TO 2</td><td>\$4.00</td><td>9 TO 10</td><td>\$14.00</td></tr><tr><td>2 TO 3</td><td>\$6.00</td><td>10 TO 11</td><td>\$15.00</td></tr><tr><td>3 TO 4</td><td>\$8.00</td><td>11 TO 12</td><td>\$16.00</td></tr><tr><td>4 TO 5</td><td>\$9.00</td><td>12 TO 13</td><td>\$17.00</td></tr><tr><td>5 TO 6</td><td>\$10.00</td><td>13 TO 14</td><td>\$18.00</td></tr><tr><td>6 TO 7</td><td>\$11.00</td><td>14 TO 15</td><td>\$19.00</td></tr><tr><td>7 TO 8</td><td>\$12.00</td><td>15 TO 24</td><td>\$20.00</td></tr></table> WEEKEND/EVENT FLAT RATE FRIDAY, SATURDAY & SUNDAY FROM 8PM TO 5AM \$ 15 PER VEHICLE MAXIMUM DAILY RATE \$20.00 LOST TICKET \$20.00				HOURS	RATE	HOURS	RATE	0 TO 1	\$2.00	8 TO 9	\$13.00	1 TO 2	\$4.00	9 TO 10	\$14.00	2 TO 3	\$6.00	10 TO 11	\$15.00	3 TO 4	\$8.00	11 TO 12	\$16.00	4 TO 5	\$9.00	12 TO 13	\$17.00	5 TO 6	\$10.00	13 TO 14	\$18.00	6 TO 7	\$11.00	14 TO 15	\$19.00	7 TO 8	\$12.00	15 TO 24	\$20.00	13th Street (G3) <table><tr><th>HOURS</th><th>RATE</th><th>HOURS</th><th>RATE</th></tr><tr><td>0 TO 1</td><td>\$2.00</td><td>8 TO 9</td><td>\$13.00</td></tr><tr><td>1 TO 2</td><td>\$4.00</td><td>9 TO 10</td><td>\$14.00</td></tr><tr><td>2 TO 3</td><td>\$6.00</td><td>10 TO 11</td><td>\$15.00</td></tr><tr><td>3 TO 4</td><td>\$8.00</td><td>11 TO 12</td><td>\$16.00</td></tr><tr><td>4 TO 5</td><td>\$9.00</td><td>12 TO 13</td><td>\$17.00</td></tr><tr><td>5 TO 6</td><td>\$10.00</td><td>13 TO 14</td><td>\$18.00</td></tr><tr><td>6 TO 7</td><td>\$11.00</td><td>14 TO 15</td><td>\$19.00</td></tr><tr><td>7 TO 8</td><td>\$12.00</td><td>15 TO 24</td><td>\$20.00</td></tr></table> WEEKEND/EVENT FLAT RATE FRIDAY, SATURDAY & SUNDAY FROM 8PM TO 5AM \$ 15 PER VEHICLE MAXIMUM DAILY RATE \$20.00 LOST TICKET \$20.00				HOURS	RATE	HOURS	RATE	0 TO 1	\$2.00	8 TO 9	\$13.00	1 TO 2	\$4.00	9 TO 10	\$14.00	2 TO 3	\$6.00	10 TO 11	\$15.00	3 TO 4	\$8.00	11 TO 12	\$16.00	4 TO 5	\$9.00	12 TO 13	\$17.00	5 TO 6	\$10.00	13 TO 14	\$18.00	6 TO 7	\$11.00	14 TO 15	\$19.00	7 TO 8	\$12.00	15 TO 24	\$20.00	16th Street (G4) <table><tr><th>HOURS</th><th>RATE</th></tr><tr><td>0 TO 1</td><td>\$2.00</td></tr><tr><td>1 TO 2</td><td>\$4.00</td></tr><tr><td>2 TO 3</td><td>\$6.00</td></tr><tr><td>3 TO 6</td><td>\$10.00</td></tr><tr><td>6 TO 24</td><td>\$20.00</td></tr></table> WEEKEND/EVENT FLAT RATE FRIDAY, SATURDAY & SUNDAY FROM 8PM TO 5AM \$ 15 PER VEHICLE MAXIMUM DAILY RATE \$20.00 LOST TICKET \$20.00				HOURS	RATE	0 TO 1	\$2.00	1 TO 2	\$4.00	2 TO 3	\$6.00	3 TO 6	\$10.00	6 TO 24	\$20.00	17th Street (G5) <table><tr><th>HOURS</th><th>RATE</th><th>HOURS</th><th>RATE</th></tr><tr><td>0 TO 1</td><td>\$2.00</td><td>5 TO 6</td><td>\$10.00</td></tr><tr><td>1 TO 2</td><td>\$4.00</td><td>6 TO 7</td><td>\$11.00</td></tr><tr><td>2 TO 3</td><td>\$6.00</td><td>7 TO 8</td><td>\$12.00</td></tr><tr><td>3 TO 4</td><td>\$8.00</td><td>8 TO 15</td><td>\$15.00</td></tr><tr><td>4 TO 5</td><td>\$9.00</td><td>15 TO 24</td><td>\$20.00</td></tr></table> EVENT FLAT RATE \$ 15 PER VEHICLE MAXIMUM DAILY RATE \$20.00 LOST TICKET \$20.00				HOURS	RATE	HOURS	RATE	0 TO 1	\$2.00	5 TO 6	\$10.00	1 TO 2	\$4.00	6 TO 7	\$11.00	2 TO 3	\$6.00	7 TO 8	\$12.00	3 TO 4	\$8.00	8 TO 15	\$15.00	4 TO 5	\$9.00	15 TO 24	\$20.00
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CITY OF MIAMI BEACH PARKING METER RATES

All metered parking from Ocean Drive to Pennsylvania Avenue; and from 5 Street to 15 Street, including Washington Avenue.

- \$4.00/hour on-street – maximum time limits vary
- \$2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* \$1.00/hour

Enforcement Hours: 24 hours. Seven days per week.

South Beach Parking Zone:

All metered parking south of 23 Street (Dade Boulevard), from Ocean Drive to the westernmost parking lane of Alton Road, between South Pointe Park and 17 Street; and from 17 Street to 21 Street (Sunset Harbor Drive) from Alton Road to the westernmost parking areas along Purdy Avenue and to Biscayne with the exception of the areas referenced in subsection 106-55(a)(1) entitled “Entertainment District Parking Zone”

- \$4.00/hour on-street – maximum time limits vary
- \$2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* \$1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

East Middle Beach Zone:

All metered parking from 23 Street to 44 Street; and from Collins Avenue to Indian Creek.

- \$3.00/hour on-street – maximum time limits vary
- \$2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* \$1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

West Middle Beach Zone:

All metered parking north of 23 Street and south of 63 Street; with the exception of the areas included in the East Middle Beach Zone.

- \$1.00/hour on-street – maximum time limits vary
- \$1.00/hour off-street lots (except P71 – 46 Street Lot) – maximum time limits vary
 - o P71 (46 Street Lot) – 24 hour flat rate \$20 non-resident. \$6 registered resident

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.

North Beach Zone:

All metered parking north of 63 Street.

- \$1.00/hour on-street – maximum time limits vary
- \$1.00/hour off-street (lots) – maximum time limits vary

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.



PO Box 2394, Omaha, NE 68103-2394

YOUR CARD PROCESSING STATEMENT

CITY OF MIAMI BEACH
VYOMIE GREENE
1700 CONVENTION CENTER DR
MIAMI BEACH FL 33139-1824

Page 1 of 58	THIS IS NOT A BILL
Statement Period	01/01/23 - 01/31/23
Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

SUMMARY An overview of account activity for the statement period.

Page 1	Total Amount Submitted	\$1,824,669.63
Page 50	Third Party Transactions	-\$256,398.38
Page 51	Chargebacks/Reversals	-\$497.98
Page 54	Adjustments	0.00
Page 54	Fees	-\$87,871.33
Total Amount Processed		\$1,479,901.94

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Important Information: As previously communicated in September, your SunTrust Merchant Services account statement(s) was rebranded to reflect our new name, Truist Merchant Services. There is no change to the Merchant Customer Support number 800-432-7628. In February, additional changes will occur to finish transitioning the account from SunTrust Merchant Services to Truist Bank. The terms and conditions of your merchant agreement will remain in effect. The processor in the agreement shall be Truist Bank instead of SunTrust Merchant Services. Your merchant ACH deposit description will change from "SUNTRUST MERCHANT" to "TRUIST MERCH SVC." Thank you for allowing Truist to be your Merchant Services provider.

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
12/31/22	0.00	0.00	-\$16.39	0.00	0.00	-\$16.39
01/01/23	\$80,813.08	-\$10,139.94	-\$52.02	0.00	0.00	\$70,621.12
01/02/23	\$82,943.32	-\$9,221.89	-\$8.35	0.00	0.00	\$73,713.08
01/03/23	\$72,660.41	-\$8,962.29	-\$6.35	0.00	0.00	\$63,691.77
01/04/23	\$57,492.91	-\$7,776.31	-\$8.35	0.00	0.00	\$49,708.25
01/05/23	\$57,702.95	-\$7,779.85	-\$65.10	0.00	0.00	\$49,858.00
01/06/23	\$60,074.83	-\$8,439.58	-\$138.10	0.00	0.00	\$51,497.15
01/07/23	\$65,702.71	-\$8,912.36	0.00	0.00	0.00	\$56,790.35
01/08/23	\$78,389.31	-\$9,910.84	-\$92.12	0.00	0.00	\$68,386.35
01/09/23	\$70,384.74	-\$8,279.13	-\$12.35	0.00	0.00	\$62,093.26
01/10/23	\$45,948.84	-\$7,358.48	-\$21.05	0.00	0.00	\$38,569.31
01/11/23	\$46,026.10	-\$7,264.13	-\$31.64	0.00	0.00	\$38,730.33
01/12/23	\$44,969.09	-\$6,995.18	-\$102.35	0.00	0.00	\$37,871.56
01/13/23	\$46,701.90	-\$7,709.17	-\$70.45	0.00	0.00	\$38,922.28
01/14/23	\$54,578.12	-\$8,134.87	-\$87.24	0.00	0.00	\$46,356.01

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SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
01/15/23	\$65,380.29	-\$9,233.19	-\$21.40	0.00	0.00	\$56,125.70
01/16/23	\$61,564.29	-\$8,578.96	-\$43.75	0.00	0.00	\$52,941.58
01/17/23	\$50,781.90	-\$7,431.91	-\$20.40	0.00	0.00	\$43,329.59
01/18/23	\$43,407.89	-\$6,684.94	\$6.35	0.00	0.00	\$36,729.30
01/19/23	\$45,886.41	-\$7,442.26	\$48.05	0.00	0.00	\$38,492.20
01/20/23	\$51,089.40	-\$8,405.13	\$255.99	0.00	0.00	\$42,940.26
01/21/23	\$58,961.14	-\$8,606.86	-\$2.70	0.00	0.00	\$50,351.58
01/22/23	\$77,872.70	-\$10,060.62	\$48.25	0.00	0.00	\$67,860.33
01/23/23	\$71,434.91	-\$8,453.21	\$38.45	0.00	0.00	\$63,020.15
01/24/23	\$46,865.06	-\$7,075.43	\$57.75	0.00	0.00	\$39,847.38
01/25/23	\$44,365.21	-\$7,073.19	\$30.35	0.00	0.00	\$37,322.37
01/26/23	\$49,492.28	-\$7,875.61	\$29.90	0.00	0.00	\$41,646.57
01/27/23	\$51,217.03	-\$8,225.73	-\$27.05	0.00	0.00	\$42,964.25
01/28/23	\$54,847.10	-\$8,441.43	-\$28.85	0.00	0.00	\$46,376.82
01/29/23	\$71,579.72	-\$10,391.37	-\$64.70	0.00	0.00	\$61,123.65
01/30/23	\$69,230.64	-\$8,037.47	-\$92.36	0.00	0.00	\$61,100.81
01/31/23	\$46,305.35	-\$7,497.05	0.00	0.00	0.00	\$38,808.30
Month End Charge	0.00	0.00	0.00	0.00	-\$87,871.33	-\$87,871.33
Total	\$1,824,669.63	-\$256,398.38	-\$497.98	0.00	-\$87,871.33	\$1,479,901.94

SUMMARY BY CARD TYPE

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	\$4.90	96,042	\$470,699.92	0	0.00	96,042	\$470,699.92
VISA	\$5.14	207,141	\$1,064,287.19	0	0.00	207,141	\$1,064,287.19
Discover	\$5.57	5,977	\$33,284.14	0	0.00	5,977	\$33,284.14
American Express	\$4.60	55,700	\$256,398.38	0	0.00	55,700	\$256,398.38
Total		364,860	\$1,824,669.63	0	0.00	364,860	\$1,824,669.63

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463413011788	01/01/23	\$3.62	16	\$57.95	0	0.00	16	\$57.95
463418011129	01/01/23	\$20.50	1	\$20.50	0	0.00	1	\$20.50
463429011947	01/01/23	\$3.85	10	\$38.45	0	0.00	10	\$38.45
463439011730	01/01/23	\$17.00	3	\$51.00	0	0.00	3	\$51.00
463442011597	01/01/23	\$20.50	1	\$20.50	0	0.00	1	\$20.50
463448011575	01/01/23	\$2.20	5	\$11.00	0	0.00	5	\$11.00
463566011833	01/01/23	\$7.17	3	\$21.50	0	0.00	3	\$21.50
463581011604	01/01/23	\$15.25	2	\$30.50	0	0.00	2	\$30.50
801322013031	01/01/23	\$4.34	18	\$78.05	0	0.00	18	\$78.05
801323013116	01/01/23	\$8.91	714	\$6,362.82	0	0.00	714	\$6,362.82
801324012950	01/01/23	\$4.64	202	\$937.37	0	0.00	202	\$937.37
801325013114	01/01/23	\$8.11	832	\$6,747.37	0	0.00	832	\$6,747.37
801326013067	01/01/23	\$6.66	48	\$319.73	0	0.00	48	\$319.73
801327013113	01/01/23	\$7.00	159	\$1,112.36	0	0.00	159	\$1,112.36
801328013114	01/01/23	\$6.69	969	\$6,481.11	0	0.00	969	\$6,481.11
801330013114	01/01/23	\$4.54	481	\$2,183.30	0	0.00	481	\$2,183.30
801331013088	01/01/23	\$2.31	173	\$400.43	0	0.00	173	\$400.43
801332013086	01/01/23	\$5.91	44	\$260.19	0	0.00	44	\$260.19

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801333013026	01/01/23	\$4.69	59	\$276.88	0	0.00	59	\$276.88
801335012911	01/01/23	\$3.76	24	\$90.20	0	0.00	24	\$90.20
801336013114	01/01/23	\$7.28	352	\$2,560.86	0	0.00	352	\$2,560.86
801338012992	01/01/23	\$3.70	41	\$151.64	0	0.00	41	\$151.64
801339013026	01/01/23	\$4.51	480	\$2,165.68	0	0.00	480	\$2,165.68
801340013115	01/01/23	\$8.52	1,343	\$11,440.83	0	0.00	1,343	\$11,440.83
801341013115	01/01/23	\$10.06	600	\$6,036.25	0	0.00	600	\$6,036.25
801342012748	01/01/23	\$2.93	20	\$58.56	0	0.00	20	\$58.56
801343013113	01/01/23	\$1.60	168	\$268.63	0	0.00	168	\$268.63
801344012138	01/01/23	\$0.75	3	\$2.25	0	0.00	3	\$2.25
801346013099	01/01/23	\$1.34	22	\$29.53	0	0.00	22	\$29.53
801347012983	01/01/23	\$2.38	7	\$16.63	0	0.00	7	\$16.63
801348012191	01/01/23	\$3.33	5	\$16.66	0	0.00	5	\$16.66
801349013061	01/01/23	\$1.58	2	\$3.16	0	0.00	2	\$3.16
801350013011	01/01/23	\$2.33	12	\$27.95	0	0.00	12	\$27.95
801351013114	01/01/23	\$1.63	841	\$1,367.81	0	0.00	841	\$1,367.81
801353013023	01/01/23	\$2.79	51	\$142.48	0	0.00	51	\$142.48
801354013070	01/01/23	\$2.25	624	\$1,402.13	0	0.00	624	\$1,402.13
801355012252	01/01/23	\$1.66	6	\$9.98	0	0.00	6	\$9.98
801356013066	01/01/23	\$1.42	18	\$25.49	0	0.00	18	\$25.49
801357012903	01/01/23	\$2.37	38	\$90.00	0	0.00	38	\$90.00
801358013058	01/01/23	\$2.26	204	\$460.48	0	0.00	204	\$460.48
801359013046	01/01/23	\$3.45	274	\$945.98	0	0.00	274	\$945.98
801361013045	01/01/23	\$3.67	433	\$1,587.98	0	0.00	433	\$1,587.98
801362013043	01/01/23	\$4.97	161	\$800.61	0	0.00	161	\$800.61
801363013042	01/01/23	\$5.50	41	\$225.51	0	0.00	41	\$225.51
801364013046	01/01/23	\$4.42	129	\$570.03	0	0.00	129	\$570.03
801365013037	01/01/23	\$4.28	28	\$119.90	0	0.00	28	\$119.90
801366012536	01/01/23	\$3.02	3	\$9.05	0	0.00	3	\$9.05
801367012988	01/01/23	\$6.01	68	\$408.75	0	0.00	68	\$408.75
801368013040	01/01/23	\$7.07	101	\$714.25	0	0.00	101	\$714.25
801369013107	01/01/23	\$7.47	108	\$807.15	0	0.00	108	\$807.15
801370013107	01/01/23	\$7.13	87	\$620.45	0	0.00	87	\$620.45
801372013114	01/01/23	\$5.98	161	\$962.55	0	0.00	161	\$962.55
801373013104	01/01/23	\$6.00	219	\$1,313.84	0	0.00	219	\$1,313.84
801374013113	01/01/23	\$6.60	186	\$1,227.26	0	0.00	186	\$1,227.26
801375013111	01/01/23	\$6.23	304	\$1,894.31	0	0.00	304	\$1,894.31
801376012226	01/01/23	\$4.88	113	\$552.00	0	0.00	113	\$552.00
801377013025	01/01/23	\$4.43	177	\$784.46	0	0.00	177	\$784.46
801379012941	01/01/23	\$8.21	129	\$1,058.65	0	0.00	129	\$1,058.65
801380012873	01/01/23	\$1.96	60	\$117.36	0	0.00	60	\$117.36
801381013027	01/01/23	\$2.18	183	\$399.05	0	0.00	183	\$399.05
801382013033	01/01/23	\$19.61	290	\$5,686.15	0	0.00	290	\$5,686.15
801383012950	01/01/23	\$1.81	24	\$43.47	0	0.00	24	\$43.47
801384013026	01/01/23	\$2.74	164	\$449.32	0	0.00	164	\$449.32
801385013026	01/01/23	\$4.90	184	\$902.27	0	0.00	184	\$902.27
801387013019	01/01/23	\$1.64	44	\$72.25	0	0.00	44	\$72.25
801388011442	01/01/23	\$3.14	6	\$18.86	0	0.00	6	\$18.86
801389013111	01/01/23	\$2.04	42	\$85.80	0	0.00	42	\$85.80
801391013047	01/01/23	\$1.17	24	\$28.04	0	0.00	24	\$28.04
801392013001	01/01/23	\$1.43	12	\$17.11	0	0.00	12	\$17.11
801393013094	01/01/23	\$3.21	9	\$28.91	0	0.00	9	\$28.91
801395013026	01/01/23	\$1.41	4	\$5.65	0	0.00	4	\$5.65
801396013095	01/01/23	\$1.94	143	\$276.82	0	0.00	143	\$276.82
801397013045	01/01/23	\$3.85	277	\$1,066.57	0	0.00	277	\$1,066.57
801398012863	01/01/23	\$2.60	68	\$176.69	0	0.00	68	\$176.69
801399012763	01/01/23	\$1.26	5	\$6.29	0	0.00	5	\$6.29

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400013067	01/01/23	\$3.52	181	\$636.39	0	0.00	181	\$636.39
801401013036	01/01/23	\$0.55	2	\$1.10	0	0.00	2	\$1.10
801403013082	01/01/23	\$2.32	13	\$30.20	0	0.00	13	\$30.20
801404012673	01/01/23	\$2.54	23	\$58.49	0	0.00	23	\$58.49
801405012115	01/01/23	\$2.93	31	\$90.81	0	0.00	31	\$90.81
801406012964	01/01/23	\$19.93	174	\$3,468.45	0	0.00	174	\$3,468.45
801407013041	01/01/23	\$5.63	44	\$247.81	0	0.00	44	\$247.81
801408013041	01/01/23	\$3.91	50	\$195.60	0	0.00	50	\$195.60
801409012641	01/01/23	\$1.90	28	\$53.23	0	0.00	28	\$53.23
801411012974	01/01/23	\$3.62	25	\$90.50	0	0.00	25	\$90.50
801412012987	01/01/23	\$1.55	10	\$15.50	0	0.00	10	\$15.50
801413012997	01/01/23	\$3.80	40	\$151.90	0	0.00	40	\$151.90
801415011883	01/01/23	\$1.44	8	\$11.55	0	0.00	8	\$11.55
463406021203	01/02/23	\$7.50	1	\$7.50	0	0.00	1	\$7.50
463413021789	01/02/23	\$3.31	8	\$26.50	0	0.00	8	\$26.50
463418021130	01/02/23	\$10.00	1	\$10.00	0	0.00	1	\$10.00
463429021948	01/02/23	\$5.29	7	\$37.00	0	0.00	7	\$37.00
463439021731	01/02/23	\$22.08	6	\$132.50	0	0.00	6	\$132.50
463442021598	01/02/23	\$20.50	2	\$41.00	0	0.00	2	\$41.00
463448021576	01/02/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463566021834	01/02/23	\$6.82	3	\$20.45	0	0.00	3	\$20.45
463581021605	01/02/23	\$20.48	3	\$61.45	0	0.00	3	\$61.45
801322023032	01/02/23	\$5.90	20	\$117.90	0	0.00	20	\$117.90
801323023117	01/02/23	\$7.83	960	\$7,513.41	0	0.00	960	\$7,513.41
801324022951	01/02/23	\$4.89	171	\$836.22	0	0.00	171	\$836.22
801325023115	01/02/23	\$7.81	895	\$6,990.89	0	0.00	895	\$6,990.89
801326023068	01/02/23	\$5.69	50	\$284.70	0	0.00	50	\$284.70
801327023114	01/02/23	\$6.76	164	\$1,108.73	0	0.00	164	\$1,108.73
801328023115	01/02/23	\$6.29	917	\$5,771.93	0	0.00	917	\$5,771.93
801330023115	01/02/23	\$4.97	291	\$1,446.82	0	0.00	291	\$1,446.82
801331023089	01/02/23	\$2.75	177	\$487.02	0	0.00	177	\$487.02
801332023087	01/02/23	\$3.46	50	\$172.82	0	0.00	50	\$172.82
801333023027	01/02/23	\$4.55	78	\$355.02	0	0.00	78	\$355.02
801335022912	01/02/23	\$2.96	14	\$41.40	0	0.00	14	\$41.40
801336023115	01/02/23	\$6.50	451	\$2,931.86	0	0.00	451	\$2,931.86
801338022993	01/02/23	\$2.94	46	\$135.01	0	0.00	46	\$135.01
801339023027	01/02/23	\$3.97	474	\$1,882.12	0	0.00	474	\$1,882.12
801340023116	01/02/23	\$7.43	1,754	\$13,028.30	0	0.00	1,754	\$13,028.30
801341023116	01/02/23	\$8.29	770	\$6,384.44	0	0.00	770	\$6,384.44
801342022749	01/02/23	\$2.92	21	\$61.30	0	0.00	21	\$61.30
801343023114	01/02/23	\$1.61	136	\$218.84	0	0.00	136	\$218.84
801344022139	01/02/23	\$1.10	1	\$1.10	0	0.00	1	\$1.10
801346023100	01/02/23	\$1.96	9	\$17.60	0	0.00	9	\$17.60
801347022984	01/02/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
801348022192	01/02/23	\$2.56	2	\$5.11	0	0.00	2	\$5.11
801349023062	01/02/23	\$1.59	8	\$12.69	0	0.00	8	\$12.69
801350023012	01/02/23	\$2.10	8	\$16.83	0	0.00	8	\$16.83
801351023115	01/02/23	\$1.64	954	\$1,561.46	0	0.00	954	\$1,561.46
801353023024	01/02/23	\$2.96	52	\$154.02	0	0.00	52	\$154.02
801354023071	01/02/23	\$2.38	561	\$1,337.95	0	0.00	561	\$1,337.95
801355022253	01/02/23	\$2.59	10	\$25.92	0	0.00	10	\$25.92
801356023067	01/02/23	\$2.28	4	\$9.13	0	0.00	4	\$9.13
801357022904	01/02/23	\$1.93	37	\$71.43	0	0.00	37	\$71.43
801358023059	01/02/23	\$2.49	232	\$576.75	0	0.00	232	\$576.75
801359023047	01/02/23	\$3.77	287	\$1,082.64	0	0.00	287	\$1,082.64
801361023046	01/02/23	\$3.64	409	\$1,487.44	0	0.00	409	\$1,487.44
801362023044	01/02/23	\$5.16	113	\$582.73	0	0.00	113	\$582.73

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801363023043	01/02/23	\$4.03	39	\$157.34	0	0.00	39	\$157.34
801364023047	01/02/23	\$4.21	100	\$421.03	0	0.00	100	\$421.03
801365023038	01/02/23	\$3.45	44	\$151.83	0	0.00	44	\$151.83
801366022537	01/02/23	\$4.32	10	\$43.15	0	0.00	10	\$43.15
801367022989	01/02/23	\$6.64	60	\$398.50	0	0.00	60	\$398.50
801368023041	01/02/23	\$5.36	122	\$654.20	0	0.00	122	\$654.20
801369023108	01/02/23	\$6.98	186	\$1,298.77	0	0.00	186	\$1,298.77
801370023108	01/02/23	\$7.01	89	\$623.77	0	0.00	89	\$623.77
801372023115	01/02/23	\$5.46	181	\$988.67	0	0.00	181	\$988.67
801373023105	01/02/23	\$5.66	193	\$1,092.93	0	0.00	193	\$1,092.93
801374023114	01/02/23	\$5.92	192	\$1,136.50	0	0.00	192	\$1,136.50
801375023112	01/02/23	\$6.08	285	\$1,733.77	0	0.00	285	\$1,733.77
801376022227	01/02/23	\$4.27	101	\$430.96	0	0.00	101	\$430.96
801377023026	01/02/23	\$4.06	149	\$604.69	0	0.00	149	\$604.69
801379022942	01/02/23	\$6.57	201	\$1,320.65	0	0.00	201	\$1,320.65
801380022874	01/02/23	\$1.97	44	\$86.51	0	0.00	44	\$86.51
801381023028	01/02/23	\$2.36	161	\$380.70	0	0.00	161	\$380.70
801382023034	01/02/23	\$19.86	262	\$5,202.55	0	0.00	262	\$5,202.55
801383022951	01/02/23	\$1.72	31	\$53.18	0	0.00	31	\$53.18
801384023027	01/02/23	\$3.02	168	\$507.50	0	0.00	168	\$507.50
801385023027	01/02/23	\$4.25	163	\$691.94	0	0.00	163	\$691.94
801387023020	01/02/23	\$2.21	63	\$139.27	0	0.00	63	\$139.27
801388021443	01/02/23	\$3.82	5	\$19.09	0	0.00	5	\$19.09
801389023112	01/02/23	\$1.70	34	\$57.93	0	0.00	34	\$57.93
801391023048	01/02/23	\$2.18	11	\$23.99	0	0.00	11	\$23.99
801392023002	01/02/23	\$2.43	8	\$19.47	0	0.00	8	\$19.47
801393023095	01/02/23	\$2.88	12	\$34.53	0	0.00	12	\$34.53
801395023027	01/02/23	\$1.35	2	\$2.70	0	0.00	2	\$2.70
801396023096	01/02/23	\$2.31	302	\$698.54	0	0.00	302	\$698.54
801397023046	01/02/23	\$3.61	291	\$1,051.32	0	0.00	291	\$1,051.32
801398022864	01/02/23	\$2.48	153	\$379.20	0	0.00	153	\$379.20
801399022764	01/02/23	\$2.47	10	\$24.66	0	0.00	10	\$24.66
801400023068	01/02/23	\$4.11	162	\$666.55	0	0.00	162	\$666.55
801401023037	01/02/23	\$2.12	12	\$25.40	0	0.00	12	\$25.40
801403023083	01/02/23	\$2.19	13	\$28.43	0	0.00	13	\$28.43
801404022674	01/02/23	\$2.63	58	\$152.52	0	0.00	58	\$152.52
801405022116	01/02/23	\$2.95	75	\$221.62	0	0.00	75	\$221.62
801406022965	01/02/23	\$20.29	174	\$3,530.55	0	0.00	174	\$3,530.55
801407023042	01/02/23	\$4.85	56	\$271.63	0	0.00	56	\$271.63
801408023042	01/02/23	\$3.63	53	\$192.50	0	0.00	53	\$192.50
801409022642	01/02/23	\$1.96	34	\$66.56	0	0.00	34	\$66.56
801411022975	01/02/23	\$3.68	29	\$106.75	0	0.00	29	\$106.75
801412022988	01/02/23	\$2.96	9	\$26.67	0	0.00	9	\$26.67
801413022998	01/02/23	\$3.09	49	\$151.53	0	0.00	49	\$151.53
801415021884	01/02/23	\$1.90	12	\$22.84	0	0.00	12	\$22.84
463406031204	01/03/23	\$30.00	1	\$30.00	0	0.00	1	\$30.00
463413031790	01/03/23	\$3.75	14	\$52.50	0	0.00	14	\$52.50
463425030880	01/03/23	\$3.75	2	\$7.50	0	0.00	2	\$7.50
463429031949	01/03/23	\$5.16	12	\$61.95	0	0.00	12	\$61.95
463439031732	01/03/23	\$4.67	3	\$14.00	0	0.00	3	\$14.00
463442031599	01/03/23	\$7.50	2	\$15.00	0	0.00	2	\$15.00
463448031577	01/03/23	\$3.06	8	\$24.50	0	0.00	8	\$24.50
463566031835	01/03/23	\$8.50	1	\$8.50	0	0.00	1	\$8.50
463581031606	01/03/23	\$4.38	4	\$17.50	0	0.00	4	\$17.50
801322033033	01/03/23	\$3.71	9	\$33.40	0	0.00	9	\$33.40
801323033118	01/03/23	\$6.84	721	\$4,931.89	0	0.00	721	\$4,931.89
801324032952	01/03/23	\$4.36	192	\$836.29	0	0.00	192	\$836.29

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801325033116	01/03/23	\$7.13	817	\$5,824.11	0	0.00	817	\$5,824.11
801326033069	01/03/23	\$4.49	48	\$215.37	0	0.00	48	\$215.37
801327033115	01/03/23	\$5.21	148	\$770.55	0	0.00	148	\$770.55
801328033116	01/03/23	\$5.31	893	\$4,737.42	0	0.00	893	\$4,737.42
801330033116	01/03/23	\$4.21	493	\$2,075.37	0	0.00	493	\$2,075.37
801331033090	01/03/23	\$2.29	227	\$519.70	0	0.00	227	\$519.70
801332033088	01/03/23	\$3.56	50	\$178.19	0	0.00	50	\$178.19
801333033028	01/03/23	\$4.68	57	\$266.97	0	0.00	57	\$266.97
801335032913	01/03/23	\$2.87	9	\$25.87	0	0.00	9	\$25.87
801336033116	01/03/23	\$6.32	467	\$2,952.26	0	0.00	467	\$2,952.26
801338032994	01/03/23	\$3.38	38	\$128.44	0	0.00	38	\$128.44
801339033028	01/03/23	\$4.08	381	\$1,554.98	0	0.00	381	\$1,554.98
801340033117	01/03/23	\$7.47	1,438	\$10,748.51	0	0.00	1,438	\$10,748.51
801341033117	01/03/23	\$8.06	951	\$7,668.50	0	0.00	951	\$7,668.50
801342032750	01/03/23	\$2.96	9	\$26.65	0	0.00	9	\$26.65
801343033115	01/03/23	\$1.35	228	\$306.94	0	0.00	228	\$306.94
801344032140	01/03/23	\$0.60	1	\$0.60	0	0.00	1	\$0.60
801346033101	01/03/23	\$1.44	28	\$40.35	0	0.00	28	\$40.35
801347032985	01/03/23	\$2.48	6	\$14.89	0	0.00	6	\$14.89
801348032193	01/03/23	\$3.13	7	\$21.89	0	0.00	7	\$21.89
801349033063	01/03/23	\$1.59	10	\$15.88	0	0.00	10	\$15.88
801350033013	01/03/23	\$1.31	30	\$39.44	0	0.00	30	\$39.44
801351033116	01/03/23	\$1.63	865	\$1,413.33	0	0.00	865	\$1,413.33
801353033025	01/03/23	\$2.76	59	\$162.56	0	0.00	59	\$162.56
801354033072	01/03/23	\$2.16	607	\$1,310.62	0	0.00	607	\$1,310.62
801355032254	01/03/23	\$1.78	8	\$14.27	0	0.00	8	\$14.27
801356033068	01/03/23	\$2.70	12	\$32.37	0	0.00	12	\$32.37
801357032905	01/03/23	\$2.53	27	\$68.44	0	0.00	27	\$68.44
801358033060	01/03/23	\$2.68	203	\$544.55	0	0.00	203	\$544.55
801359033048	01/03/23	\$3.49	290	\$1,012.47	0	0.00	290	\$1,012.47
801361033047	01/03/23	\$3.13	448	\$1,400.74	0	0.00	448	\$1,400.74
801362033045	01/03/23	\$4.12	137	\$564.82	0	0.00	137	\$564.82
801363033044	01/03/23	\$3.65	48	\$175.27	0	0.00	48	\$175.27
801364033048	01/03/23	\$3.57	153	\$546.24	0	0.00	153	\$546.24
801365033039	01/03/23	\$3.15	48	\$151.03	0	0.00	48	\$151.03
801366032538	01/03/23	\$2.75	5	\$13.75	0	0.00	5	\$13.75
801367032990	01/03/23	\$5.90	89	\$525.20	0	0.00	89	\$525.20
801368033042	01/03/23	\$5.74	89	\$511.25	0	0.00	89	\$511.25
801369033109	01/03/23	\$7.49	149	\$1,116.66	0	0.00	149	\$1,116.66
801370033109	01/03/23	\$7.22	93	\$671.78	0	0.00	93	\$671.78
801372033116	01/03/23	\$5.10	177	\$902.75	0	0.00	177	\$902.75
801373033106	01/03/23	\$5.97	195	\$1,163.49	0	0.00	195	\$1,163.49
801374033115	01/03/23	\$5.90	191	\$1,127.47	0	0.00	191	\$1,127.47
801375033113	01/03/23	\$5.67	292	\$1,656.06	0	0.00	292	\$1,656.06
801376032228	01/03/23	\$3.83	108	\$414.04	0	0.00	108	\$414.04
801377033027	01/03/23	\$4.33	139	\$602.45	0	0.00	139	\$602.45
801379032943	01/03/23	\$6.55	141	\$923.95	0	0.00	141	\$923.95
801380032875	01/03/23	\$1.80	33	\$59.53	0	0.00	33	\$59.53
801381033029	01/03/23	\$2.45	165	\$404.29	0	0.00	165	\$404.29
801382033035	01/03/23	\$19.56	254	\$4,968.00	0	0.00	254	\$4,968.00
801383032952	01/03/23	\$2.16	27	\$58.26	0	0.00	27	\$58.26
801384033028	01/03/23	\$2.52	173	\$436.56	0	0.00	173	\$436.56
801385033028	01/03/23	\$4.00	113	\$452.50	0	0.00	113	\$452.50
801387033021	01/03/23	\$1.81	41	\$74.10	0	0.00	41	\$74.10
801388031444	01/03/23	\$1.82	8	\$14.52	0	0.00	8	\$14.52
801389033113	01/03/23	\$1.46	46	\$67.02	0	0.00	46	\$67.02
801391033049	01/03/23	\$1.56	9	\$14.06	0	0.00	9	\$14.06

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801392033003	01/03/23	\$1.39	13	\$18.06	0	0.00	13	\$18.06
801393033096	01/03/23	\$0.54	7	\$3.80	0	0.00	7	\$3.80
801395033028	01/03/23	\$1.06	6	\$6.35	0	0.00	6	\$6.35
801396033097	01/03/23	\$2.15	194	\$417.39	0	0.00	194	\$417.39
801397033047	01/03/23	\$3.15	356	\$1,122.92	0	0.00	356	\$1,122.92
801398032865	01/03/23	\$2.65	121	\$320.74	0	0.00	121	\$320.74
801399032765	01/03/23	\$2.03	10	\$20.25	0	0.00	10	\$20.25
801400033069	01/03/23	\$3.32	171	\$568.41	0	0.00	171	\$568.41
801401033038	01/03/23	\$1.62	18	\$29.23	0	0.00	18	\$29.23
801403033084	01/03/23	\$1.42	32	\$45.30	0	0.00	32	\$45.30
801404032675	01/03/23	\$3.09	38	\$117.41	0	0.00	38	\$117.41
801405032117	01/03/23	\$2.61	43	\$112.09	0	0.00	43	\$112.09
801406032966	01/03/23	\$4.15	359	\$1,491.55	0	0.00	359	\$1,491.55
801407033043	01/03/23	\$4.54	42	\$190.70	0	0.00	42	\$190.70
801408033043	01/03/23	\$3.74	51	\$190.74	0	0.00	51	\$190.74
801409032643	01/03/23	\$2.26	38	\$85.78	0	0.00	38	\$85.78
801411032976	01/03/23	\$3.07	17	\$52.25	0	0.00	17	\$52.25
801412032989	01/03/23	\$2.12	13	\$27.55	0	0.00	13	\$27.55
801413032999	01/03/23	\$4.78	19	\$90.79	0	0.00	19	\$90.79
801415031885	01/03/23	\$1.76	5	\$8.79	0	0.00	5	\$8.79
463406041205	01/04/23	\$5.25	2	\$10.50	0	0.00	2	\$10.50
463413041791	01/04/23	\$4.81	16	\$76.90	0	0.00	16	\$76.90
463429041950	01/04/23	\$3.80	15	\$57.00	0	0.00	15	\$57.00
463439041733	01/04/23	\$6.67	3	\$20.00	0	0.00	3	\$20.00
463442041600	01/04/23	\$8.75	4	\$35.00	0	0.00	4	\$35.00
463448041578	01/04/23	\$2.95	11	\$32.50	0	0.00	11	\$32.50
463566041836	01/04/23	\$7.63	15	\$114.50	0	0.00	15	\$114.50
463581041607	01/04/23	\$5.92	6	\$35.50	0	0.00	6	\$35.50
801322043034	01/04/23	\$2.91	31	\$90.19	0	0.00	31	\$90.19
801323043119	01/04/23	\$6.78	615	\$4,169.04	0	0.00	615	\$4,169.04
801324042953	01/04/23	\$4.27	168	\$717.87	0	0.00	168	\$717.87
801325043117	01/04/23	\$6.36	578	\$3,676.01	0	0.00	578	\$3,676.01
801326043070	01/04/23	\$4.10	29	\$118.99	0	0.00	29	\$118.99
801327043116	01/04/23	\$5.20	126	\$654.74	0	0.00	126	\$654.74
801328043117	01/04/23	\$5.01	907	\$4,541.40	0	0.00	907	\$4,541.40
801330043117	01/04/23	\$4.45	433	\$1,928.11	0	0.00	433	\$1,928.11
801331043091	01/04/23	\$1.98	219	\$434.69	0	0.00	219	\$434.69
801332043089	01/04/23	\$4.85	57	\$276.42	0	0.00	57	\$276.42
801333043029	01/04/23	\$5.77	47	\$271.14	0	0.00	47	\$271.14
801335042914	01/04/23	\$3.44	39	\$134.10	0	0.00	39	\$134.10
801336043117	01/04/23	\$6.32	283	\$1,789.47	0	0.00	283	\$1,789.47
801338042995	01/04/23	\$3.35	31	\$104.00	0	0.00	31	\$104.00
801339043029	01/04/23	\$3.96	253	\$1,002.93	0	0.00	253	\$1,002.93
801340043118	01/04/23	\$7.42	1,223	\$9,074.92	0	0.00	1,223	\$9,074.92
801341043118	01/04/23	\$8.08	893	\$7,212.48	0	0.00	893	\$7,212.48
801342042751	01/04/23	\$3.19	15	\$47.81	0	0.00	15	\$47.81
801343043116	01/04/23	\$1.27	342	\$435.55	0	0.00	342	\$435.55
801344042141	01/04/23	\$1.37	4	\$5.49	0	0.00	4	\$5.49
801346043102	01/04/23	\$1.07	43	\$46.22	0	0.00	43	\$46.22
801347042986	01/04/23	\$1.58	31	\$49.08	0	0.00	31	\$49.08
801348042194	01/04/23	\$2.82	4	\$11.27	0	0.00	4	\$11.27
801349043064	01/04/23	\$1.72	74	\$127.33	0	0.00	74	\$127.33
801350043014	01/04/23	\$1.26	55	\$69.33	0	0.00	55	\$69.33
801351043117	01/04/23	\$1.51	530	\$801.45	0	0.00	530	\$801.45
801353043026	01/04/23	\$3.69	30	\$110.84	0	0.00	30	\$110.84
801354043073	01/04/23	\$2.22	276	\$613.69	0	0.00	276	\$613.69
801355042255	01/04/23	\$2.80	4	\$11.20	0	0.00	4	\$11.20

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356043069	01/04/23	\$1.33	61	\$81.37	0	0.00	61	\$81.37
801357042906	01/04/23	\$2.31	13	\$30.00	0	0.00	13	\$30.00
801358043061	01/04/23	\$2.49	129	\$321.60	0	0.00	129	\$321.60
801359043049	01/04/23	\$3.38	273	\$922.86	0	0.00	273	\$922.86
801361043048	01/04/23	\$3.08	435	\$1,339.06	0	0.00	435	\$1,339.06
801362043046	01/04/23	\$3.77	101	\$380.38	0	0.00	101	\$380.38
801363043045	01/04/23	\$3.60	44	\$158.35	0	0.00	44	\$158.35
801364043049	01/04/23	\$3.27	109	\$356.63	0	0.00	109	\$356.63
801365043040	01/04/23	\$2.36	32	\$75.40	0	0.00	32	\$75.40
801366042539	01/04/23	\$3.27	6	\$19.60	0	0.00	6	\$19.60
801367042991	01/04/23	\$5.00	54	\$269.80	0	0.00	54	\$269.80
801368043043	01/04/23	\$5.40	80	\$432.05	0	0.00	80	\$432.05
801369043110	01/04/23	\$6.62	104	\$688.76	0	0.00	104	\$688.76
801370043110	01/04/23	\$7.13	65	\$463.32	0	0.00	65	\$463.32
801372043117	01/04/23	\$5.24	125	\$655.43	0	0.00	125	\$655.43
801373043107	01/04/23	\$5.00	123	\$615.16	0	0.00	123	\$615.16
801374043116	01/04/23	\$5.86	135	\$790.84	0	0.00	135	\$790.84
801375043114	01/04/23	\$5.54	246	\$1,363.71	0	0.00	246	\$1,363.71
801376042229	01/04/23	\$4.15	79	\$327.98	0	0.00	79	\$327.98
801377043028	01/04/23	\$4.13	86	\$355.05	0	0.00	86	\$355.05
801379042944	01/04/23	\$5.04	68	\$342.55	0	0.00	68	\$342.55
801380042876	01/04/23	\$2.11	31	\$65.42	0	0.00	31	\$65.42
801381043030	01/04/23	\$2.26	152	\$343.99	0	0.00	152	\$343.99
801382043036	01/04/23	\$19.19	149	\$2,859.90	0	0.00	149	\$2,859.90
801383042953	01/04/23	\$1.89	15	\$28.41	0	0.00	15	\$28.41
801384043029	01/04/23	\$3.30	104	\$343.14	0	0.00	104	\$343.14
801385043029	01/04/23	\$4.30	105	\$451.33	0	0.00	105	\$451.33
801387043022	01/04/23	\$2.54	44	\$111.95	0	0.00	44	\$111.95
801389043114	01/04/23	\$1.22	72	\$87.66	0	0.00	72	\$87.66
801391043050	01/04/23	\$1.48	9	\$13.32	0	0.00	9	\$13.32
801392043004	01/04/23	\$1.13	10	\$11.29	0	0.00	10	\$11.29
801393043097	01/04/23	\$2.48	21	\$52.18	0	0.00	21	\$52.18
801395043029	01/04/23	\$0.99	11	\$10.85	0	0.00	11	\$10.85
801396043098	01/04/23	\$2.12	76	\$161.40	0	0.00	76	\$161.40
801397043048	01/04/23	\$3.40	318	\$1,081.40	0	0.00	318	\$1,081.40
801398042866	01/04/23	\$2.26	42	\$94.81	0	0.00	42	\$94.81
801399042766	01/04/23	\$1.68	3	\$5.05	0	0.00	3	\$5.05
801400043070	01/04/23	\$3.57	167	\$595.63	0	0.00	167	\$595.63
801401043039	01/04/23	\$2.17	40	\$86.67	0	0.00	40	\$86.67
801403043085	01/04/23	\$2.01	31	\$62.24	0	0.00	31	\$62.24
801404042676	01/04/23	\$2.76	19	\$52.41	0	0.00	19	\$52.41
801405042118	01/04/23	\$1.68	15	\$25.16	0	0.00	15	\$25.16
801406042967	01/04/23	\$4.65	327	\$1,521.00	0	0.00	327	\$1,521.00
801407043044	01/04/23	\$5.18	32	\$165.77	0	0.00	32	\$165.77
801408043044	01/04/23	\$4.15	33	\$136.85	0	0.00	33	\$136.85
801409042644	01/04/23	\$2.28	23	\$52.43	0	0.00	23	\$52.43
801411042977	01/04/23	\$3.94	17	\$66.95	0	0.00	17	\$66.95
801412042990	01/04/23	\$1.48	4	\$5.90	0	0.00	4	\$5.90
801413043000	01/04/23	\$3.82	26	\$99.37	0	0.00	26	\$99.37
801415041886	01/04/23	\$0.96	3	\$2.87	0	0.00	3	\$2.87
463413051792	01/05/23	\$3.76	21	\$79.00	0	0.00	21	\$79.00
463425050881	01/05/23	\$20.50	1	\$20.50	0	0.00	1	\$20.50
463429051951	01/05/23	\$4.09	16	\$65.45	0	0.00	16	\$65.45
463439051734	01/05/23	\$19.67	3	\$59.00	0	0.00	3	\$59.00
463442051601	01/05/23	\$5.00	2	\$10.00	0	0.00	2	\$10.00
463448051579	01/05/23	\$2.50	2	\$5.00	0	0.00	2	\$5.00
463566051837	01/05/23	\$7.68	17	\$130.50	0	0.00	17	\$130.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581051608	01/05/23	\$7.50	6	\$45.00	0	0.00	6	\$45.00
801322053035	01/05/23	\$3.02	16	\$48.30	0	0.00	16	\$48.30
801323053120	01/05/23	\$6.86	698	\$4,790.58	0	0.00	698	\$4,790.58
801324052954	01/05/23	\$4.79	152	\$727.96	0	0.00	152	\$727.96
801325053118	01/05/23	\$6.11	618	\$3,775.64	0	0.00	618	\$3,775.64
801326053071	01/05/23	\$3.34	32	\$106.74	0	0.00	32	\$106.74
801327053117	01/05/23	\$5.78	129	\$745.48	0	0.00	129	\$745.48
801328053118	01/05/23	\$4.87	896	\$4,363.19	0	0.00	896	\$4,363.19
801330053118	01/05/23	\$4.47	400	\$1,789.88	0	0.00	400	\$1,789.88
801331053092	01/05/23	\$1.75	183	\$320.05	0	0.00	183	\$320.05
801332053090	01/05/23	\$4.69	51	\$239.42	0	0.00	51	\$239.42
801333053030	01/05/23	\$5.58	61	\$340.26	0	0.00	61	\$340.26
801335052915	01/05/23	\$2.46	39	\$95.90	0	0.00	39	\$95.90
801336053118	01/05/23	\$6.47	311	\$2,012.59	0	0.00	311	\$2,012.59
801338052996	01/05/23	\$3.37	40	\$134.75	0	0.00	40	\$134.75
801339053030	01/05/23	\$4.05	320	\$1,295.06	0	0.00	320	\$1,295.06
801340053119	01/05/23	\$7.73	1,076	\$8,321.35	0	0.00	1,076	\$8,321.35
801341053119	01/05/23	\$7.90	837	\$6,613.79	0	0.00	837	\$6,613.79
801342052752	01/05/23	\$3.45	5	\$17.25	0	0.00	5	\$17.25
801343053117	01/05/23	\$1.33	335	\$445.10	0	0.00	335	\$445.10
801344052142	01/05/23	\$0.38	2	\$0.75	0	0.00	2	\$0.75
801346053103	01/05/23	\$1.24	43	\$53.40	0	0.00	43	\$53.40
801347052987	01/05/23	\$1.80	29	\$52.34	0	0.00	29	\$52.34
801348052195	01/05/23	\$2.64	8	\$21.13	0	0.00	8	\$21.13
801349053065	01/05/23	\$2.00	96	\$191.72	0	0.00	96	\$191.72
801350053015	01/05/23	\$1.53	62	\$94.56	0	0.00	62	\$94.56
801351053118	01/05/23	\$1.53	535	\$816.46	0	0.00	535	\$816.46
801353053027	01/05/23	\$3.30	47	\$154.99	0	0.00	47	\$154.99
801354053074	01/05/23	\$2.29	281	\$643.95	0	0.00	281	\$643.95
801355052256	01/05/23	\$1.51	8	\$12.07	0	0.00	8	\$12.07
801356053070	01/05/23	\$1.24	48	\$59.44	0	0.00	48	\$59.44
801357052907	01/05/23	\$2.46	19	\$46.73	0	0.00	19	\$46.73
801358053062	01/05/23	\$2.58	135	\$348.90	0	0.00	135	\$348.90
801359053050	01/05/23	\$3.54	237	\$838.52	0	0.00	237	\$838.52
801361053049	01/05/23	\$3.29	427	\$1,403.54	0	0.00	427	\$1,403.54
801362053047	01/05/23	\$4.57	102	\$466.09	0	0.00	102	\$466.09
801363053046	01/05/23	\$3.85	41	\$157.96	0	0.00	41	\$157.96
801364053050	01/05/23	\$3.12	141	\$440.06	0	0.00	141	\$440.06
801365053041	01/05/23	\$3.34	34	\$113.48	0	0.00	34	\$113.48
801366052540	01/05/23	\$3.60	4	\$14.40	0	0.00	4	\$14.40
801367052992	01/05/23	\$5.01	38	\$190.30	0	0.00	38	\$190.30
801368053044	01/05/23	\$6.71	59	\$396.15	0	0.00	59	\$396.15
801369053111	01/05/23	\$6.87	80	\$549.94	0	0.00	80	\$549.94
801370053111	01/05/23	\$6.38	87	\$554.86	0	0.00	87	\$554.86
801372053118	01/05/23	\$4.97	140	\$695.91	0	0.00	140	\$695.91
801373053108	01/05/23	\$5.67	115	\$651.71	0	0.00	115	\$651.71
801374053117	01/05/23	\$5.19	136	\$706.27	0	0.00	136	\$706.27
801375053115	01/05/23	\$5.77	216	\$1,246.91	0	0.00	216	\$1,246.91
801376052230	01/05/23	\$4.22	86	\$362.69	0	0.00	86	\$362.69
801377053029	01/05/23	\$4.08	98	\$400.20	0	0.00	98	\$400.20
801379052945	01/05/23	\$4.78	79	\$377.45	0	0.00	79	\$377.45
801380052877	01/05/23	\$2.03	23	\$46.72	0	0.00	23	\$46.72
801381053031	01/05/23	\$2.11	157	\$331.75	0	0.00	157	\$331.75
801382053037	01/05/23	\$19.21	176	\$3,380.70	0	0.00	176	\$3,380.70
801383052954	01/05/23	\$2.22	15	\$33.33	0	0.00	15	\$33.33
801384053030	01/05/23	\$3.26	105	\$342.38	0	0.00	105	\$342.38
801385053030	01/05/23	\$4.13	85	\$350.93	0	0.00	85	\$350.93

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801387053023	01/05/23	\$2.29	44	\$100.56	0	0.00	44	\$100.56
801388051445	01/05/23	\$3.51	3	\$10.52	0	0.00	3	\$10.52
801389053115	01/05/23	\$1.37	91	\$125.06	0	0.00	91	\$125.06
801391053051	01/05/23	\$1.57	12	\$18.81	0	0.00	12	\$18.81
801392053005	01/05/23	\$1.97	10	\$19.66	0	0.00	10	\$19.66
801393053098	01/05/23	\$1.11	15	\$16.70	0	0.00	15	\$16.70
801395053030	01/05/23	\$1.55	7	\$10.87	0	0.00	7	\$10.87
801396053099	01/05/23	\$2.23	72	\$160.71	0	0.00	72	\$160.71
801397053049	01/05/23	\$3.61	313	\$1,128.63	0	0.00	313	\$1,128.63
801398052867	01/05/23	\$2.51	48	\$120.42	0	0.00	48	\$120.42
801399052767	01/05/23	\$2.08	4	\$8.32	0	0.00	4	\$8.32
801400053071	01/05/23	\$3.11	161	\$501.23	0	0.00	161	\$501.23
801401053040	01/05/23	\$1.20	30	\$35.95	0	0.00	30	\$35.95
801403053086	01/05/23	\$1.30	57	\$74.00	0	0.00	57	\$74.00
801404052677	01/05/23	\$2.09	19	\$39.64	0	0.00	19	\$39.64
801405052119	01/05/23	\$3.00	11	\$33.00	0	0.00	11	\$33.00
801406052968	01/05/23	\$4.82	329	\$1,585.50	0	0.00	329	\$1,585.50
801407053045	01/05/23	\$5.14	31	\$159.46	0	0.00	31	\$159.46
801408053045	01/05/23	\$4.20	32	\$134.51	0	0.00	32	\$134.51
801409052645	01/05/23	\$2.68	31	\$83.11	0	0.00	31	\$83.11
801411052978	01/05/23	\$3.92	14	\$54.90	0	0.00	14	\$54.90
801412052991	01/05/23	\$1.70	9	\$15.30	0	0.00	9	\$15.30
801413053001	01/05/23	\$4.05	28	\$113.51	0	0.00	28	\$113.51
801415051887	01/05/23	\$1.54	4	\$6.15	0	0.00	4	\$6.15
463406061206	01/06/23	\$8.50	1	\$8.50	0	0.00	1	\$8.50
463413061793	01/06/23	\$6.17	12	\$74.00	0	0.00	12	\$74.00
463425060882	01/06/23	\$2.00	1	\$2.00	0	0.00	1	\$2.00
463429061952	01/06/23	\$3.82	14	\$53.45	0	0.00	14	\$53.45
463439061735	01/06/23	\$5.33	3	\$16.00	0	0.00	3	\$16.00
463442061602	01/06/23	\$6.50	1	\$6.50	0	0.00	1	\$6.50
463448061580	01/06/23	\$2.86	7	\$20.00	0	0.00	7	\$20.00
463566061838	01/06/23	\$6.68	19	\$127.00	0	0.00	19	\$127.00
463581061609	01/06/23	\$7.93	7	\$55.50	0	0.00	7	\$55.50
801322063036	01/06/23	\$2.66	23	\$61.23	0	0.00	23	\$61.23
801323063121	01/06/23	\$6.77	621	\$4,203.65	0	0.00	621	\$4,203.65
801324062955	01/06/23	\$4.81	172	\$827.71	0	0.00	172	\$827.71
801325063119	01/06/23	\$6.16	584	\$3,599.09	0	0.00	584	\$3,599.09
801326063072	01/06/23	\$5.07	22	\$111.61	0	0.00	22	\$111.61
801327063118	01/06/23	\$5.15	122	\$627.87	0	0.00	122	\$627.87
801328063119	01/06/23	\$4.84	993	\$4,810.98	0	0.00	993	\$4,810.98
801330063119	01/06/23	\$4.36	435	\$1,896.07	0	0.00	435	\$1,896.07
801331063093	01/06/23	\$2.15	191	\$410.14	0	0.00	191	\$410.14
801332063091	01/06/23	\$3.76	71	\$266.81	0	0.00	71	\$266.81
801333063031	01/06/23	\$5.79	50	\$289.40	0	0.00	50	\$289.40
801335062916	01/06/23	\$3.10	43	\$133.15	0	0.00	43	\$133.15
801336063119	01/06/23	\$6.62	341	\$2,258.30	0	0.00	341	\$2,258.30
801338062997	01/06/23	\$2.91	32	\$93.11	0	0.00	32	\$93.11
801339063031	01/06/23	\$3.96	291	\$1,153.42	0	0.00	291	\$1,153.42
801340063120	01/06/23	\$7.19	1,230	\$8,845.14	0	0.00	1,230	\$8,845.14
801341063120	01/06/23	\$8.65	893	\$7,724.35	0	0.00	893	\$7,724.35
801342062753	01/06/23	\$3.01	10	\$30.05	0	0.00	10	\$30.05
801343063118	01/06/23	\$1.31	372	\$488.60	0	0.00	372	\$488.60
801344062143	01/06/23	\$1.58	10	\$15.82	0	0.00	10	\$15.82
801346063104	01/06/23	\$1.37	48	\$65.82	0	0.00	48	\$65.82
801347062988	01/06/23	\$2.04	30	\$61.32	0	0.00	30	\$61.32
801348062196	01/06/23	\$4.90	3	\$14.71	0	0.00	3	\$14.71
801349063066	01/06/23	\$2.00	68	\$136.24	0	0.00	68	\$136.24

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801350063016	01/06/23	\$1.32	56	\$73.69	0	0.00	56	\$73.69
801351063119	01/06/23	\$1.48	547	\$811.50	0	0.00	547	\$811.50
801353063028	01/06/23	\$2.63	35	\$92.01	0	0.00	35	\$92.01
801354063075	01/06/23	\$2.34	282	\$658.78	0	0.00	282	\$658.78
801355062257	01/06/23	\$1.19	7	\$8.36	0	0.00	7	\$8.36
801356063071	01/06/23	\$1.13	40	\$45.35	0	0.00	40	\$45.35
801357062908	01/06/23	\$2.76	12	\$33.15	0	0.00	12	\$33.15
801358063063	01/06/23	\$2.20	162	\$356.10	0	0.00	162	\$356.10
801359063051	01/06/23	\$3.38	250	\$843.92	0	0.00	250	\$843.92
801361063050	01/06/23	\$3.29	408	\$1,342.49	0	0.00	408	\$1,342.49
801362063048	01/06/23	\$4.20	122	\$512.69	0	0.00	122	\$512.69
801363063047	01/06/23	\$3.60	51	\$183.80	0	0.00	51	\$183.80
801364063051	01/06/23	\$3.41	102	\$347.74	0	0.00	102	\$347.74
801365063042	01/06/23	\$2.83	43	\$121.80	0	0.00	43	\$121.80
801366062541	01/06/23	\$2.62	10	\$26.22	0	0.00	10	\$26.22
801367062993	01/06/23	\$5.28	49	\$258.80	0	0.00	49	\$258.80
801368063045	01/06/23	\$5.61	84	\$471.65	0	0.00	84	\$471.65
801369063112	01/06/23	\$7.32	104	\$761.62	0	0.00	104	\$761.62
801370063112	01/06/23	\$6.76	66	\$446.06	0	0.00	66	\$446.06
801372063119	01/06/23	\$4.97	120	\$596.17	0	0.00	120	\$596.17
801373063109	01/06/23	\$5.12	141	\$721.90	0	0.00	141	\$721.90
801374063118	01/06/23	\$6.15	142	\$872.88	0	0.00	142	\$872.88
801375063116	01/06/23	\$5.47	231	\$1,262.99	0	0.00	231	\$1,262.99
801376062231	01/06/23	\$4.36	106	\$462.22	0	0.00	106	\$462.22
801377063030	01/06/23	\$4.46	119	\$530.67	0	0.00	119	\$530.67
801379062946	01/06/23	\$5.00	87	\$435.35	0	0.00	87	\$435.35
801380062878	01/06/23	\$1.99	17	\$33.78	0	0.00	17	\$33.78
801381063032	01/06/23	\$2.36	158	\$373.64	0	0.00	158	\$373.64
801382063038	01/06/23	\$19.24	181	\$3,482.45	0	0.00	181	\$3,482.45
801383062955	01/06/23	\$2.44	20	\$48.87	0	0.00	20	\$48.87
801384063031	01/06/23	\$2.92	110	\$321.17	0	0.00	110	\$321.17
801385063031	01/06/23	\$4.25	105	\$446.15	0	0.00	105	\$446.15
801387063024	01/06/23	\$2.05	42	\$85.97	0	0.00	42	\$85.97
801388061446	01/06/23	\$0.85	1	\$0.85	0	0.00	1	\$0.85
801389063116	01/06/23	\$1.52	75	\$114.27	0	0.00	75	\$114.27
801391063052	01/06/23	\$1.11	12	\$13.26	0	0.00	12	\$13.26
801392063006	01/06/23	\$1.70	12	\$20.34	0	0.00	12	\$20.34
801393063099	01/06/23	\$1.48	32	\$47.44	0	0.00	32	\$47.44
801395063031	01/06/23	\$1.10	4	\$4.40	0	0.00	4	\$4.40
801396063100	01/06/23	\$2.23	78	\$173.80	0	0.00	78	\$173.80
801397063050	01/06/23	\$3.71	304	\$1,128.39	0	0.00	304	\$1,128.39
801398062868	01/06/23	\$2.71	39	\$105.62	0	0.00	39	\$105.62
801399062768	01/06/23	\$0.73	2	\$1.45	0	0.00	2	\$1.45
801400063072	01/06/23	\$3.53	171	\$603.74	0	0.00	171	\$603.74
801401063041	01/06/23	\$1.65	36	\$59.28	0	0.00	36	\$59.28
801403063087	01/06/23	\$1.91	40	\$76.47	0	0.00	40	\$76.47
801404062678	01/06/23	\$2.65	7	\$18.53	0	0.00	7	\$18.53
801405062120	01/06/23	\$3.19	13	\$41.41	0	0.00	13	\$41.41
801406062969	01/06/23	\$4.60	335	\$1,540.75	0	0.00	335	\$1,540.75
801407063046	01/06/23	\$4.57	31	\$141.56	0	0.00	31	\$141.56
801408063046	01/06/23	\$4.12	39	\$160.76	0	0.00	39	\$160.76
801409062646	01/06/23	\$2.52	34	\$85.78	0	0.00	34	\$85.78
801411062979	01/06/23	\$5.63	16	\$90.01	0	0.00	16	\$90.01
801412062992	01/06/23	\$1.51	10	\$15.09	0	0.00	10	\$15.09
801413063002	01/06/23	\$3.64	20	\$72.80	0	0.00	20	\$72.80
801415061888	01/06/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
463413071794	01/07/23	\$3.00	4	\$12.00	0	0.00	4	\$12.00

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			Items	Amount	Items	Amount	Items	Amount
463429071953	01/07/23	\$3.32	22	\$73.00	0	0.00	22	\$73.00
463439071736	01/07/23	\$9.00	4	\$36.00	0	0.00	4	\$36.00
463442071603	01/07/23	\$6.50	3	\$19.50	0	0.00	3	\$19.50
463448071581	01/07/23	\$3.25	2	\$6.50	0	0.00	2	\$6.50
463566071839	01/07/23	\$7.04	14	\$98.50	0	0.00	14	\$98.50
463581071610	01/07/23	\$11.43	7	\$80.00	0	0.00	7	\$80.00
801322073037	01/07/23	\$3.55	22	\$78.02	0	0.00	22	\$78.02
801323073122	01/07/23	\$7.00	651	\$4,556.30	0	0.00	651	\$4,556.30
801324072956	01/07/23	\$4.17	232	\$966.54	0	0.00	232	\$966.54
801325073120	01/07/23	\$6.32	655	\$4,137.53	0	0.00	655	\$4,137.53
801326073073	01/07/23	\$4.75	31	\$147.30	0	0.00	31	\$147.30
801327073119	01/07/23	\$5.29	148	\$783.41	0	0.00	148	\$783.41
801328073120	01/07/23	\$5.14	1,002	\$5,151.41	0	0.00	1,002	\$5,151.41
801330073120	01/07/23	\$4.56	436	\$1,990.12	0	0.00	436	\$1,990.12
801331073094	01/07/23	\$2.16	195	\$420.84	0	0.00	195	\$420.84
801332073092	01/07/23	\$4.83	80	\$386.15	0	0.00	80	\$386.15
801333073032	01/07/23	\$4.74	48	\$227.74	0	0.00	48	\$227.74
801334072475	01/07/23	\$0.85	1	\$0.85	0	0.00	1	\$0.85
801335072917	01/07/23	\$3.01	28	\$84.35	0	0.00	28	\$84.35
801336073120	01/07/23	\$6.85	485	\$3,323.16	0	0.00	485	\$3,323.16
801338072998	01/07/23	\$3.29	38	\$125.16	0	0.00	38	\$125.16
801339073032	01/07/23	\$4.17	455	\$1,897.84	0	0.00	455	\$1,897.84
801340073121	01/07/23	\$7.25	1,302	\$9,436.17	0	0.00	1,302	\$9,436.17
801341073121	01/07/23	\$8.23	936	\$7,703.20	0	0.00	936	\$7,703.20
801342072754	01/07/23	\$3.25	16	\$52.00	0	0.00	16	\$52.00
801343073119	01/07/23	\$1.29	338	\$437.37	0	0.00	338	\$437.37
801344072144	01/07/23	\$0.97	3	\$2.91	0	0.00	3	\$2.91
801346073105	01/07/23	\$1.29	48	\$61.86	0	0.00	48	\$61.86
801347072989	01/07/23	\$1.59	28	\$44.56	0	0.00	28	\$44.56
801348072197	01/07/23	\$3.06	10	\$30.60	0	0.00	10	\$30.60
801349073067	01/07/23	\$1.67	82	\$137.09	0	0.00	82	\$137.09
801350073017	01/07/23	\$1.36	32	\$43.65	0	0.00	32	\$43.65
801351073120	01/07/23	\$1.34	683	\$916.05	0	0.00	683	\$916.05
801353073029	01/07/23	\$2.45	24	\$58.87	0	0.00	24	\$58.87
801354073076	01/07/23	\$1.82	402	\$730.00	0	0.00	402	\$730.00
801355072258	01/07/23	\$2.44	7	\$17.09	0	0.00	7	\$17.09
801356073072	01/07/23	\$1.95	38	\$74.23	0	0.00	38	\$74.23
801357072909	01/07/23	\$4.42	12	\$53.08	0	0.00	12	\$53.08
801358073064	01/07/23	\$1.80	207	\$373.33	0	0.00	207	\$373.33
801359073052	01/07/23	\$3.79	258	\$978.50	0	0.00	258	\$978.50
801361073051	01/07/23	\$3.24	418	\$1,355.76	0	0.00	418	\$1,355.76
801362073049	01/07/23	\$4.17	140	\$583.65	0	0.00	140	\$583.65
801363073048	01/07/23	\$4.18	47	\$196.60	0	0.00	47	\$196.60
801364073052	01/07/23	\$3.32	124	\$412.04	0	0.00	124	\$412.04
801365073043	01/07/23	\$3.61	46	\$166.08	0	0.00	46	\$166.08
801366072542	01/07/23	\$3.39	11	\$37.28	0	0.00	11	\$37.28
801367072994	01/07/23	\$4.88	62	\$302.45	0	0.00	62	\$302.45
801368073046	01/07/23	\$5.17	77	\$398.45	0	0.00	77	\$398.45
801369073113	01/07/23	\$7.05	126	\$888.60	0	0.00	126	\$888.60
801370073113	01/07/23	\$6.00	84	\$504.09	0	0.00	84	\$504.09
801372073120	01/07/23	\$5.03	148	\$743.79	0	0.00	148	\$743.79
801373073110	01/07/23	\$5.67	123	\$697.93	0	0.00	123	\$697.93
801374073119	01/07/23	\$5.58	186	\$1,037.37	0	0.00	186	\$1,037.37
801375073117	01/07/23	\$4.95	236	\$1,168.35	0	0.00	236	\$1,168.35
801376072232	01/07/23	\$4.41	112	\$494.07	0	0.00	112	\$494.07
801377073031	01/07/23	\$3.98	100	\$397.53	0	0.00	100	\$397.53
801379072947	01/07/23	\$4.60	114	\$524.85	0	0.00	114	\$524.85

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801380072879	01/07/23	\$2.12	18	\$38.18	0	0.00	18	\$38.18
801381073033	01/07/23	\$2.21	150	\$332.15	0	0.00	150	\$332.15
801382073039	01/07/23	\$19.36	174	\$3,368.65	0	0.00	174	\$3,368.65
801383072956	01/07/23	\$1.82	29	\$52.66	0	0.00	29	\$52.66
801384073032	01/07/23	\$3.02	112	\$337.84	0	0.00	112	\$337.84
801385073032	01/07/23	\$4.13	139	\$573.46	0	0.00	139	\$573.46
801387073025	01/07/23	\$1.92	55	\$105.48	0	0.00	55	\$105.48
801388071447	01/07/23	\$0.95	5	\$4.75	0	0.00	5	\$4.75
801389073117	01/07/23	\$1.12	88	\$98.78	0	0.00	88	\$98.78
801391073053	01/07/23	\$0.72	20	\$14.46	0	0.00	20	\$14.46
801392073007	01/07/23	\$1.34	23	\$30.76	0	0.00	23	\$30.76
801393073100	01/07/23	\$1.55	39	\$60.43	0	0.00	39	\$60.43
801395073032	01/07/23	\$1.26	8	\$10.05	0	0.00	8	\$10.05
801396073101	01/07/23	\$1.17	184	\$215.13	0	0.00	184	\$215.13
801397073051	01/07/23	\$2.93	352	\$1,031.98	0	0.00	352	\$1,031.98
801398072869	01/07/23	\$1.73	95	\$164.69	0	0.00	95	\$164.69
801399072769	01/07/23	\$3.35	3	\$10.05	0	0.00	3	\$10.05
801400073073	01/07/23	\$4.20	156	\$654.55	0	0.00	156	\$654.55
801401073042	01/07/23	\$1.83	33	\$60.28	0	0.00	33	\$60.28
801403073088	01/07/23	\$2.18	38	\$82.86	0	0.00	38	\$82.86
801404072679	01/07/23	\$1.27	35	\$44.38	0	0.00	35	\$44.38
801405072121	01/07/23	\$1.39	47	\$65.56	0	0.00	47	\$65.56
801406072970	01/07/23	\$6.00	343	\$2,057.20	0	0.00	343	\$2,057.20
801407073047	01/07/23	\$7.87	27	\$212.61	0	0.00	27	\$212.61
801408073047	01/07/23	\$4.05	32	\$129.75	0	0.00	32	\$129.75
801409072647	01/07/23	\$2.02	42	\$84.74	0	0.00	42	\$84.74
801411072980	01/07/23	\$5.19	12	\$62.23	0	0.00	12	\$62.23
801412072993	01/07/23	\$1.56	8	\$12.44	0	0.00	8	\$12.44
801413073003	01/07/23	\$4.25	28	\$119.02	0	0.00	28	\$119.02
801415071889	01/07/23	\$1.18	5	\$5.92	0	0.00	5	\$5.92
463413081795	01/08/23	\$5.15	10	\$51.50	0	0.00	10	\$51.50
463429081954	01/08/23	\$2.12	13	\$27.50	0	0.00	13	\$27.50
463439081737	01/08/23	\$5.75	4	\$23.00	0	0.00	4	\$23.00
463442081604	01/08/23	\$10.50	4	\$42.00	0	0.00	4	\$42.00
463581081611	01/08/23	\$5.00	3	\$15.00	0	0.00	3	\$15.00
801322083038	01/08/23	\$3.80	17	\$64.60	0	0.00	17	\$64.60
801323083123	01/08/23	\$7.18	808	\$5,801.93	0	0.00	808	\$5,801.93
801324082957	01/08/23	\$4.49	248	\$1,114.61	0	0.00	248	\$1,114.61
801325083121	01/08/23	\$7.02	774	\$5,432.99	0	0.00	774	\$5,432.99
801326083074	01/08/23	\$4.76	50	\$237.83	0	0.00	50	\$237.83
801327083120	01/08/23	\$6.00	134	\$804.32	0	0.00	134	\$804.32
801328083121	01/08/23	\$5.70	1,096	\$6,251.17	0	0.00	1,096	\$6,251.17
801330083121	01/08/23	\$4.17	518	\$2,162.29	0	0.00	518	\$2,162.29
801331083095	01/08/23	\$2.36	210	\$495.85	0	0.00	210	\$495.85
801332083093	01/08/23	\$3.92	76	\$298.09	0	0.00	76	\$298.09
801333083033	01/08/23	\$4.14	93	\$384.60	0	0.00	93	\$384.60
801335082918	01/08/23	\$3.68	41	\$150.75	0	0.00	41	\$150.75
801336083121	01/08/23	\$6.44	441	\$2,838.64	0	0.00	441	\$2,838.64
801338082999	01/08/23	\$3.11	37	\$115.18	0	0.00	37	\$115.18
801339083033	01/08/23	\$4.04	534	\$2,158.56	0	0.00	534	\$2,158.56
801340083122	01/08/23	\$7.40	1,417	\$10,479.81	0	0.00	1,417	\$10,479.81
801341083122	01/08/23	\$8.07	959	\$7,739.50	0	0.00	959	\$7,739.50
801342082755	01/08/23	\$4.05	18	\$72.91	0	0.00	18	\$72.91
801343083120	01/08/23	\$1.51	148	\$222.95	0	0.00	148	\$222.95
801344082145	01/08/23	\$0.79	3	\$2.37	0	0.00	3	\$2.37
801346083106	01/08/23	\$1.90	18	\$34.27	0	0.00	18	\$34.27
801347082990	01/08/23	\$1.75	8	\$13.97	0	0.00	8	\$13.97

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801348082198	01/08/23	\$2.35	1	\$2.35	0	0.00	1	\$2.35
801349083068	01/08/23	\$2.66	7	\$18.65	0	0.00	7	\$18.65
801350083018	01/08/23	\$1.27	21	\$26.73	0	0.00	21	\$26.73
801351083121	01/08/23	\$1.50	938	\$1,411.44	0	0.00	938	\$1,411.44
801353083030	01/08/23	\$2.37	53	\$125.42	0	0.00	53	\$125.42
801354083077	01/08/23	\$2.16	595	\$1,283.08	0	0.00	595	\$1,283.08
801355082259	01/08/23	\$4.86	3	\$14.59	0	0.00	3	\$14.59
801356083073	01/08/23	\$1.48	26	\$38.56	0	0.00	26	\$38.56
801357082910	01/08/23	\$2.00	31	\$61.94	0	0.00	31	\$61.94
801358083065	01/08/23	\$2.16	242	\$522.18	0	0.00	242	\$522.18
801359083053	01/08/23	\$3.61	303	\$1,092.46	0	0.00	303	\$1,092.46
801361083052	01/08/23	\$3.37	468	\$1,575.87	0	0.00	468	\$1,575.87
801362083050	01/08/23	\$4.27	176	\$751.56	0	0.00	176	\$751.56
801363083049	01/08/23	\$4.28	44	\$188.40	0	0.00	44	\$188.40
801364083053	01/08/23	\$3.49	135	\$470.81	0	0.00	135	\$470.81
801365083044	01/08/23	\$3.49	46	\$160.63	0	0.00	46	\$160.63
801366082543	01/08/23	\$5.35	2	\$10.70	0	0.00	2	\$10.70
801367082995	01/08/23	\$5.30	52	\$275.37	0	0.00	52	\$275.37
801368083047	01/08/23	\$4.72	103	\$486.55	0	0.00	103	\$486.55
801369083114	01/08/23	\$6.65	136	\$904.92	0	0.00	136	\$904.92
801370083114	01/08/23	\$6.24	96	\$598.98	0	0.00	96	\$598.98
801372083121	01/08/23	\$5.91	188	\$1,111.29	0	0.00	188	\$1,111.29
801373083111	01/08/23	\$5.22	176	\$919.39	0	0.00	176	\$919.39
801374083120	01/08/23	\$5.55	175	\$970.73	0	0.00	175	\$970.73
801375083118	01/08/23	\$5.82	327	\$1,901.61	0	0.00	327	\$1,901.61
801376082233	01/08/23	\$4.36	128	\$558.16	0	0.00	128	\$558.16
801377083032	01/08/23	\$4.02	194	\$779.43	0	0.00	194	\$779.43
801379082948	01/08/23	\$4.65	122	\$567.34	0	0.00	122	\$567.34
801380082880	01/08/23	\$1.83	38	\$69.51	0	0.00	38	\$69.51
801381083034	01/08/23	\$2.18	135	\$294.87	0	0.00	135	\$294.87
801382083040	01/08/23	\$19.92	236	\$4,702.10	0	0.00	236	\$4,702.10
801383082957	01/08/23	\$1.78	25	\$44.46	0	0.00	25	\$44.46
801384083033	01/08/23	\$2.72	159	\$432.71	0	0.00	159	\$432.71
801385083033	01/08/23	\$4.23	156	\$659.72	0	0.00	156	\$659.72
801387083026	01/08/23	\$1.62	51	\$82.39	0	0.00	51	\$82.39
801388081448	01/08/23	\$1.44	4	\$5.75	0	0.00	4	\$5.75
801389083118	01/08/23	\$1.44	65	\$93.52	0	0.00	65	\$93.52
801391083054	01/08/23	\$0.89	25	\$22.21	0	0.00	25	\$22.21
801392083008	01/08/23	\$1.64	15	\$24.65	0	0.00	15	\$24.65
801393083101	01/08/23	\$1.79	23	\$41.21	0	0.00	23	\$41.21
801395083033	01/08/23	\$1.42	7	\$9.95	0	0.00	7	\$9.95
801396083102	01/08/23	\$2.09	206	\$429.63	0	0.00	206	\$429.63
801397083052	01/08/23	\$3.56	393	\$1,398.16	0	0.00	393	\$1,398.16
801398082870	01/08/23	\$2.56	100	\$256.13	0	0.00	100	\$256.13
801399082770	01/08/23	\$1.72	4	\$6.89	0	0.00	4	\$6.89
801400083074	01/08/23	\$3.25	214	\$696.30	0	0.00	214	\$696.30
801401083043	01/08/23	\$1.48	2	\$2.95	0	0.00	2	\$2.95
801403083089	01/08/23	\$1.54	24	\$36.86	0	0.00	24	\$36.86
801404082680	01/08/23	\$2.06	37	\$76.14	0	0.00	37	\$76.14
801405082122	01/08/23	\$2.44	34	\$82.93	0	0.00	34	\$82.93
801406082971	01/08/23	\$20.16	217	\$4,374.50	0	0.00	217	\$4,374.50
801407083048	01/08/23	\$4.83	35	\$168.94	0	0.00	35	\$168.94
801408083048	01/08/23	\$3.24	54	\$174.70	0	0.00	54	\$174.70
801409082648	01/08/23	\$2.18	23	\$50.19	0	0.00	23	\$50.19
801411082981	01/08/23	\$6.07	27	\$163.95	0	0.00	27	\$163.95
801412082994	01/08/23	\$1.83	8	\$14.64	0	0.00	8	\$14.64
801413083004	01/08/23	\$4.36	24	\$104.58	0	0.00	24	\$104.58

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415081890	01/08/23	\$1.15	3	\$3.44	0	0.00	3	\$3.44
463413091796	01/09/23	\$8.06	24	\$193.50	0	0.00	24	\$193.50
463425090883	01/09/23	\$4.25	2	\$8.50	0	0.00	2	\$8.50
463429091955	01/09/23	\$2.23	13	\$29.00	0	0.00	13	\$29.00
463439091738	01/09/23	\$4.40	5	\$22.00	0	0.00	5	\$22.00
463442091605	01/09/23	\$9.00	2	\$18.00	0	0.00	2	\$18.00
463448091582	01/09/23	\$2.50	3	\$7.50	0	0.00	3	\$7.50
463566091841	01/09/23	\$6.25	2	\$12.50	0	0.00	2	\$12.50
463581091612	01/09/23	\$7.67	6	\$46.00	0	0.00	6	\$46.00
801322093039	01/09/23	\$5.63	13	\$73.15	0	0.00	13	\$73.15
801323093124	01/09/23	\$7.14	712	\$5,086.33	0	0.00	712	\$5,086.33
801324092958	01/09/23	\$3.98	251	\$999.82	0	0.00	251	\$999.82
801325093122	01/09/23	\$6.37	721	\$4,591.15	0	0.00	721	\$4,591.15
801326093075	01/09/23	\$6.21	31	\$192.36	0	0.00	31	\$192.36
801327093121	01/09/23	\$4.67	152	\$710.02	0	0.00	152	\$710.02
801328093122	01/09/23	\$5.63	926	\$5,213.84	0	0.00	926	\$5,213.84
801330093122	01/09/23	\$4.52	423	\$1,911.65	0	0.00	423	\$1,911.65
801331093096	01/09/23	\$2.40	243	\$582.71	0	0.00	243	\$582.71
801332093094	01/09/23	\$3.91	95	\$371.74	0	0.00	95	\$371.74
801333093034	01/09/23	\$3.88	81	\$313.92	0	0.00	81	\$313.92
801335092919	01/09/23	\$3.20	40	\$128.10	0	0.00	40	\$128.10
801336093122	01/09/23	\$6.03	385	\$2,319.99	0	0.00	385	\$2,319.99
801338093000	01/09/23	\$3.44	34	\$117.00	0	0.00	34	\$117.00
801339093034	01/09/23	\$3.75	421	\$1,577.17	0	0.00	421	\$1,577.17
801340093123	01/09/23	\$7.12	1,423	\$10,130.27	0	0.00	1,423	\$10,130.27
801341093123	01/09/23	\$7.84	945	\$7,406.60	0	0.00	945	\$7,406.60
801342092756	01/09/23	\$2.89	27	\$78.08	0	0.00	27	\$78.08
801343093121	01/09/23	\$1.50	175	\$262.79	0	0.00	175	\$262.79
801344092146	01/09/23	\$2.35	3	\$7.05	0	0.00	3	\$7.05
801346093107	01/09/23	\$1.49	22	\$32.86	0	0.00	22	\$32.86
801347092991	01/09/23	\$7.58	1	\$7.58	0	0.00	1	\$7.58
801348092199	01/09/23	\$1.67	5	\$8.36	0	0.00	5	\$8.36
801349093069	01/09/23	\$1.73	2	\$3.45	0	0.00	2	\$3.45
801350093019	01/09/23	\$1.80	12	\$21.60	0	0.00	12	\$21.60
801351093122	01/09/23	\$1.63	792	\$1,288.96	0	0.00	792	\$1,288.96
801353093031	01/09/23	\$2.74	30	\$82.12	0	0.00	30	\$82.12
801354093078	01/09/23	\$2.28	571	\$1,301.06	0	0.00	571	\$1,301.06
801355092260	01/09/23	\$2.07	10	\$20.65	0	0.00	10	\$20.65
801356093074	01/09/23	\$1.41	20	\$28.25	0	0.00	20	\$28.25
801357092911	01/09/23	\$2.34	21	\$49.21	0	0.00	21	\$49.21
801358093066	01/09/23	\$2.49	265	\$660.62	0	0.00	265	\$660.62
801359093054	01/09/23	\$3.61	281	\$1,014.92	0	0.00	281	\$1,014.92
801361093053	01/09/23	\$3.27	444	\$1,451.84	0	0.00	444	\$1,451.84
801362093051	01/09/23	\$4.49	126	\$565.25	0	0.00	126	\$565.25
801363093050	01/09/23	\$3.38	45	\$152.09	0	0.00	45	\$152.09
801364093054	01/09/23	\$3.92	112	\$438.73	0	0.00	112	\$438.73
801365093045	01/09/23	\$4.41	59	\$260.25	0	0.00	59	\$260.25
801366092544	01/09/23	\$5.78	7	\$40.45	0	0.00	7	\$40.45
801367092996	01/09/23	\$4.47	57	\$254.60	0	0.00	57	\$254.60
801368093048	01/09/23	\$5.44	105	\$571.55	0	0.00	105	\$571.55
801369093115	01/09/23	\$7.08	116	\$821.43	0	0.00	116	\$821.43
801370093115	01/09/23	\$6.27	83	\$520.24	0	0.00	83	\$520.24
801372093122	01/09/23	\$4.92	140	\$688.18	0	0.00	140	\$688.18
801373093112	01/09/23	\$5.44	171	\$930.38	0	0.00	171	\$930.38
801374093121	01/09/23	\$5.27	142	\$748.88	0	0.00	142	\$748.88
801375093119	01/09/23	\$5.44	260	\$1,414.37	0	0.00	260	\$1,414.37
801376092234	01/09/23	\$4.47	74	\$330.85	0	0.00	74	\$330.85

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801377093033	01/09/23	\$3.84	142	\$545.87	0	0.00	142	\$545.87
801379092949	01/09/23	\$4.47	97	\$433.50	0	0.00	97	\$433.50
801380092881	01/09/23	\$2.20	34	\$74.75	0	0.00	34	\$74.75
801381093035	01/09/23	\$2.33	139	\$324.11	0	0.00	139	\$324.11
801382093041	01/09/23	\$19.53	211	\$4,121.55	0	0.00	211	\$4,121.55
801383092958	01/09/23	\$2.17	29	\$62.94	0	0.00	29	\$62.94
801384093034	01/09/23	\$3.27	123	\$402.63	0	0.00	123	\$402.63
801385093034	01/09/23	\$4.38	118	\$516.67	0	0.00	118	\$516.67
801387093027	01/09/23	\$1.95	44	\$85.84	0	0.00	44	\$85.84
801388091449	01/09/23	\$1.41	7	\$9.88	0	0.00	7	\$9.88
801389093119	01/09/23	\$2.36	61	\$143.87	0	0.00	61	\$143.87
801391093055	01/09/23	\$1.46	15	\$21.92	0	0.00	15	\$21.92
801392093009	01/09/23	\$2.02	21	\$42.46	0	0.00	21	\$42.46
801393093102	01/09/23	\$1.03	30	\$30.80	0	0.00	30	\$30.80
801395093034	01/09/23	\$1.23	2	\$2.45	0	0.00	2	\$2.45
801396093103	01/09/23	\$2.47	205	\$505.98	0	0.00	205	\$505.98
801397093053	01/09/23	\$4.10	300	\$1,230.87	0	0.00	300	\$1,230.87
801398092871	01/09/23	\$2.74	105	\$287.32	0	0.00	105	\$287.32
801399092771	01/09/23	\$2.53	3	\$7.58	0	0.00	3	\$7.58
801400093075	01/09/23	\$3.40	169	\$573.98	0	0.00	169	\$573.98
801401093044	01/09/23	\$1.67	21	\$35.12	0	0.00	21	\$35.12
801403093090	01/09/23	\$1.33	20	\$26.65	0	0.00	20	\$26.65
801404092681	01/09/23	\$2.45	36	\$88.24	0	0.00	36	\$88.24
801405092123	01/09/23	\$2.47	68	\$168.22	0	0.00	68	\$168.22
801406092972	01/09/23	\$20.19	194	\$3,916.85	0	0.00	194	\$3,916.85
801407093049	01/09/23	\$3.83	38	\$145.62	0	0.00	38	\$145.62
801408093049	01/09/23	\$3.99	43	\$171.56	0	0.00	43	\$171.56
801409092649	01/09/23	\$1.99	25	\$49.84	0	0.00	25	\$49.84
801411092982	01/09/23	\$3.13	37	\$115.73	0	0.00	37	\$115.73
801412092995	01/09/23	\$2.24	10	\$22.42	0	0.00	10	\$22.42
801413093005	01/09/23	\$3.33	24	\$80.00	0	0.00	24	\$80.00
801415091891	01/09/23	\$1.43	14	\$20.05	0	0.00	14	\$20.05
463413101797	01/10/23	\$3.13	4	\$12.50	0	0.00	4	\$12.50
463418101131	01/10/23	\$4.50	1	\$4.50	0	0.00	1	\$4.50
463429101956	01/10/23	\$5.36	18	\$96.50	0	0.00	18	\$96.50
463439101739	01/10/23	\$6.17	3	\$18.50	0	0.00	3	\$18.50
463442101606	01/10/23	\$2.75	2	\$5.50	0	0.00	2	\$5.50
463448101583	01/10/23	\$3.57	7	\$25.00	0	0.00	7	\$25.00
463566101842	01/10/23	\$6.16	19	\$117.00	0	0.00	19	\$117.00
463581101613	01/10/23	\$3.00	2	\$6.00	0	0.00	2	\$6.00
801322103040	01/10/23	\$3.58	22	\$78.80	0	0.00	22	\$78.80
801323103125	01/10/23	\$6.63	509	\$3,374.02	0	0.00	509	\$3,374.02
801324102959	01/10/23	\$4.03	154	\$619.90	0	0.00	154	\$619.90
801325103123	01/10/23	\$5.65	483	\$2,728.32	0	0.00	483	\$2,728.32
801326103076	01/10/23	\$3.54	24	\$84.84	0	0.00	24	\$84.84
801327103122	01/10/23	\$5.90	99	\$584.50	0	0.00	99	\$584.50
801328103123	01/10/23	\$4.70	725	\$3,406.45	0	0.00	725	\$3,406.45
801330103123	01/10/23	\$4.22	399	\$1,684.71	0	0.00	399	\$1,684.71
801331103097	01/10/23	\$1.70	179	\$303.80	0	0.00	179	\$303.80
801332103095	01/10/23	\$4.47	42	\$187.66	0	0.00	42	\$187.66
801333103035	01/10/23	\$3.77	52	\$196.03	0	0.00	52	\$196.03
801334102476	01/10/23	\$4.35	1	\$4.35	0	0.00	1	\$4.35
801335102920	01/10/23	\$3.33	8	\$26.60	0	0.00	8	\$26.60
801336103123	01/10/23	\$6.56	294	\$1,929.22	0	0.00	294	\$1,929.22
801338103001	01/10/23	\$3.51	20	\$70.29	0	0.00	20	\$70.29
801339103035	01/10/23	\$3.85	256	\$986.07	0	0.00	256	\$986.07
801340103124	01/10/23	\$7.03	908	\$6,382.57	0	0.00	908	\$6,382.57

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801341103124	01/10/23	\$7.60	760	\$5,773.70	0	0.00	760	\$5,773.70
801342102757	01/10/23	\$3.45	9	\$31.08	0	0.00	9	\$31.08
801343103122	01/10/23	\$1.27	364	\$463.23	0	0.00	364	\$463.23
801344102147	01/10/23	\$2.10	4	\$8.41	0	0.00	4	\$8.41
801346103108	01/10/23	\$1.37	43	\$58.72	0	0.00	43	\$58.72
801347102992	01/10/23	\$2.13	35	\$74.56	0	0.00	35	\$74.56
801349103070	01/10/23	\$1.74	98	\$170.25	0	0.00	98	\$170.25
801350103020	01/10/23	\$1.88	58	\$108.84	0	0.00	58	\$108.84
801351103123	01/10/23	\$1.49	470	\$701.86	0	0.00	470	\$701.86
801353103032	01/10/23	\$3.13	36	\$112.61	0	0.00	36	\$112.61
801354103079	01/10/23	\$1.81	194	\$351.17	0	0.00	194	\$351.17
801355102261	01/10/23	\$1.15	5	\$5.76	0	0.00	5	\$5.76
801356103075	01/10/23	\$1.38	47	\$64.73	0	0.00	47	\$64.73
801357102912	01/10/23	\$3.01	8	\$24.04	0	0.00	8	\$24.04
801358103067	01/10/23	\$2.06	98	\$202.32	0	0.00	98	\$202.32
801359103055	01/10/23	\$3.67	173	\$635.60	0	0.00	173	\$635.60
801361103054	01/10/23	\$2.96	298	\$881.70	0	0.00	298	\$881.70
801362103052	01/10/23	\$3.55	74	\$263.02	0	0.00	74	\$263.02
801363103051	01/10/23	\$3.48	23	\$80.05	0	0.00	23	\$80.05
801364103055	01/10/23	\$3.69	103	\$379.88	0	0.00	103	\$379.88
801365103046	01/10/23	\$4.62	27	\$124.68	0	0.00	27	\$124.68
801366102545	01/10/23	\$6.35	1	\$6.35	0	0.00	1	\$6.35
801367102997	01/10/23	\$5.26	39	\$204.95	0	0.00	39	\$204.95
801368103049	01/10/23	\$5.84	81	\$473.05	0	0.00	81	\$473.05
801369103116	01/10/23	\$6.24	58	\$361.77	0	0.00	58	\$361.77
801370103116	01/10/23	\$5.82	63	\$366.52	0	0.00	63	\$366.52
801372103123	01/10/23	\$4.08	94	\$383.86	0	0.00	94	\$383.86
801373103113	01/10/23	\$5.21	130	\$677.60	0	0.00	130	\$677.60
801374103122	01/10/23	\$5.67	113	\$640.60	0	0.00	113	\$640.60
801375103120	01/10/23	\$5.38	204	\$1,096.81	0	0.00	204	\$1,096.81
801376102235	01/10/23	\$4.03	69	\$277.76	0	0.00	69	\$277.76
801377103034	01/10/23	\$4.06	54	\$219.45	0	0.00	54	\$219.45
801379102950	01/10/23	\$4.68	50	\$233.80	0	0.00	50	\$233.80
801380102882	01/10/23	\$2.01	14	\$28.07	0	0.00	14	\$28.07
801381103036	01/10/23	\$2.15	104	\$223.77	0	0.00	104	\$223.77
801382103042	01/10/23	\$19.08	124	\$2,365.40	0	0.00	124	\$2,365.40
801383102959	01/10/23	\$1.94	28	\$54.35	0	0.00	28	\$54.35
801384103035	01/10/23	\$3.63	72	\$261.23	0	0.00	72	\$261.23
801385103035	01/10/23	\$4.09	94	\$384.83	0	0.00	94	\$384.83
801387103028	01/10/23	\$2.06	43	\$88.61	0	0.00	43	\$88.61
801388101450	01/10/23	\$1.87	2	\$3.74	0	0.00	2	\$3.74
801389103120	01/10/23	\$1.57	90	\$141.00	0	0.00	90	\$141.00
801391103056	01/10/23	\$1.06	7	\$7.41	0	0.00	7	\$7.41
801392103010	01/10/23	\$1.66	12	\$19.88	0	0.00	12	\$19.88
801393103103	01/10/23	\$1.45	22	\$31.98	0	0.00	22	\$31.98
801395103035	01/10/23	\$1.48	6	\$8.85	0	0.00	6	\$8.85
801396103104	01/10/23	\$2.40	68	\$162.87	0	0.00	68	\$162.87
801397103054	01/10/23	\$3.43	253	\$868.00	0	0.00	253	\$868.00
801398102872	01/10/23	\$2.41	49	\$118.18	0	0.00	49	\$118.18
801399102772	01/10/23	\$1.43	3	\$4.30	0	0.00	3	\$4.30
801400103076	01/10/23	\$3.67	164	\$601.73	0	0.00	164	\$601.73
801401103045	01/10/23	\$1.83	37	\$67.86	0	0.00	37	\$67.86
801403103091	01/10/23	\$1.66	37	\$61.35	0	0.00	37	\$61.35
801404102682	01/10/23	\$2.31	15	\$34.66	0	0.00	15	\$34.66
801405102124	01/10/23	\$2.93	24	\$70.37	0	0.00	24	\$70.37
801406102973	01/10/23	\$4.67	323	\$1,509.85	0	0.00	323	\$1,509.85
801407103050	01/10/23	\$5.51	28	\$154.15	0	0.00	28	\$154.15

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408103050	01/10/23	\$3.11	21	\$65.25	0	0.00	21	\$65.25
801409102650	01/10/23	\$2.48	32	\$79.23	0	0.00	32	\$79.23
801411102983	01/10/23	\$4.16	15	\$62.38	0	0.00	15	\$62.38
801412102996	01/10/23	\$1.00	10	\$10.00	0	0.00	10	\$10.00
801413103006	01/10/23	\$3.18	21	\$66.83	0	0.00	21	\$66.83
801415101892	01/10/23	\$0.35	1	\$0.35	0	0.00	1	\$0.35
463406111207	01/11/23	\$6.25	2	\$12.50	0	0.00	2	\$12.50
463413111798	01/11/23	\$3.00	6	\$18.00	0	0.00	6	\$18.00
463418111132	01/11/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463429111957	01/11/23	\$4.35	23	\$100.00	0	0.00	23	\$100.00
463439111740	01/11/23	\$7.00	1	\$7.00	0	0.00	1	\$7.00
463448111584	01/11/23	\$3.43	20	\$68.50	0	0.00	20	\$68.50
463566111843	01/11/23	\$6.89	22	\$151.50	0	0.00	22	\$151.50
463581111614	01/11/23	\$2.50	3	\$7.50	0	0.00	3	\$7.50
801322113041	01/11/23	\$3.87	21	\$81.26	0	0.00	21	\$81.26
801323113126	01/11/23	\$6.85	450	\$3,080.75	0	0.00	450	\$3,080.75
801324112960	01/11/23	\$4.09	156	\$638.70	0	0.00	156	\$638.70
801325113124	01/11/23	\$5.46	496	\$2,706.07	0	0.00	496	\$2,706.07
801326113077	01/11/23	\$4.46	24	\$107.09	0	0.00	24	\$107.09
801327113123	01/11/23	\$4.49	102	\$457.85	0	0.00	102	\$457.85
801328113124	01/11/23	\$4.96	790	\$3,918.32	0	0.00	790	\$3,918.32
801330113124	01/11/23	\$4.49	372	\$1,668.54	0	0.00	372	\$1,668.54
801331113098	01/11/23	\$1.64	168	\$274.93	0	0.00	168	\$274.93
801332113096	01/11/23	\$5.88	42	\$247.06	0	0.00	42	\$247.06
801333113036	01/11/23	\$4.51	44	\$198.46	0	0.00	44	\$198.46
801335112921	01/11/23	\$2.55	30	\$76.48	0	0.00	30	\$76.48
801336113124	01/11/23	\$6.25	261	\$1,630.22	0	0.00	261	\$1,630.22
801338113002	01/11/23	\$3.41	40	\$136.25	0	0.00	40	\$136.25
801339113036	01/11/23	\$3.90	246	\$959.21	0	0.00	246	\$959.21
801340113125	01/11/23	\$6.85	858	\$5,874.09	0	0.00	858	\$5,874.09
801341113125	01/11/23	\$7.56	789	\$5,963.55	0	0.00	789	\$5,963.55
801342112758	01/11/23	\$2.71	11	\$29.85	0	0.00	11	\$29.85
801343113123	01/11/23	\$1.25	352	\$438.55	0	0.00	352	\$438.55
801344112148	01/11/23	\$1.04	6	\$6.26	0	0.00	6	\$6.26
801346113109	01/11/23	\$1.09	41	\$44.75	0	0.00	41	\$44.75
801347112993	01/11/23	\$2.24	38	\$85.01	0	0.00	38	\$85.01
801349113071	01/11/23	\$1.81	93	\$168.14	0	0.00	93	\$168.14
801350113021	01/11/23	\$1.70	57	\$97.08	0	0.00	57	\$97.08
801351113124	01/11/23	\$1.42	495	\$705.15	0	0.00	495	\$705.15
801353113033	01/11/23	\$3.53	37	\$130.52	0	0.00	37	\$130.52
801354113080	01/11/23	\$2.00	217	\$434.65	0	0.00	217	\$434.65
801355112262	01/11/23	\$2.35	1	\$2.35	0	0.00	1	\$2.35
801356113076	01/11/23	\$1.65	41	\$67.81	0	0.00	41	\$67.81
801357112913	01/11/23	\$3.20	18	\$57.61	0	0.00	18	\$57.61
801358113068	01/11/23	\$2.41	98	\$236.35	0	0.00	98	\$236.35
801359113056	01/11/23	\$3.47	176	\$611.15	0	0.00	176	\$611.15
801361113055	01/11/23	\$2.98	337	\$1,005.02	0	0.00	337	\$1,005.02
801362113053	01/11/23	\$4.22	101	\$426.04	0	0.00	101	\$426.04
801363113052	01/11/23	\$3.76	33	\$124.19	0	0.00	33	\$124.19
801364113056	01/11/23	\$2.92	120	\$350.22	0	0.00	120	\$350.22
801365113047	01/11/23	\$4.63	23	\$106.57	0	0.00	23	\$106.57
801366112546	01/11/23	\$4.73	4	\$18.90	0	0.00	4	\$18.90
801367112998	01/11/23	\$4.52	36	\$162.75	0	0.00	36	\$162.75
801368113050	01/11/23	\$5.08	70	\$355.30	0	0.00	70	\$355.30
801369113117	01/11/23	\$6.44	72	\$463.66	0	0.00	72	\$463.66
801370113117	01/11/23	\$5.58	44	\$245.68	0	0.00	44	\$245.68
801372113124	01/11/23	\$4.32	99	\$427.74	0	0.00	99	\$427.74

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			Items	Amount	Items	Amount	Items	Amount
801373113114	01/11/23	\$5.48	93	\$509.25	0	0.00	93	\$509.25
801374113123	01/11/23	\$6.07	138	\$837.37	0	0.00	138	\$837.37
801375113121	01/11/23	\$5.08	214	\$1,087.73	0	0.00	214	\$1,087.73
801376112236	01/11/23	\$3.95	120	\$474.59	0	0.00	120	\$474.59
801377113035	01/11/23	\$4.46	82	\$365.88	0	0.00	82	\$365.88
801379112951	01/11/23	\$3.66	50	\$183.20	0	0.00	50	\$183.20
801380112883	01/11/23	\$1.43	18	\$25.77	0	0.00	18	\$25.77
801381113037	01/11/23	\$2.15	129	\$276.98	0	0.00	129	\$276.98
801382113043	01/11/23	\$19.32	125	\$2,414.50	0	0.00	125	\$2,414.50
801383112960	01/11/23	\$2.42	21	\$50.75	0	0.00	21	\$50.75
801384113036	01/11/23	\$2.89	98	\$283.53	0	0.00	98	\$283.53
801385113036	01/11/23	\$4.15	108	\$448.69	0	0.00	108	\$448.69
801387113029	01/11/23	\$1.88	37	\$69.64	0	0.00	37	\$69.64
801389113121	01/11/23	\$1.33	81	\$107.48	0	0.00	81	\$107.48
801391113057	01/11/23	\$1.16	9	\$10.45	0	0.00	9	\$10.45
801392113011	01/11/23	\$1.37	22	\$30.14	0	0.00	22	\$30.14
801393113104	01/11/23	\$1.46	19	\$27.81	0	0.00	19	\$27.81
801395113036	01/11/23	\$1.35	3	\$4.05	0	0.00	3	\$4.05
801396113105	01/11/23	\$2.36	54	\$127.27	0	0.00	54	\$127.27
801397113055	01/11/23	\$2.77	289	\$799.35	0	0.00	289	\$799.35
801398112873	01/11/23	\$2.30	31	\$71.42	0	0.00	31	\$71.42
801399112773	01/11/23	\$0.87	2	\$1.73	0	0.00	2	\$1.73
801400113077	01/11/23	\$3.70	143	\$529.78	0	0.00	143	\$529.78
801401113046	01/11/23	\$1.61	51	\$82.17	0	0.00	51	\$82.17
801403113092	01/11/23	\$1.95	34	\$66.45	0	0.00	34	\$66.45
801404112683	01/11/23	\$1.33	5	\$6.64	0	0.00	5	\$6.64
801405112125	01/11/23	\$1.92	12	\$23.00	0	0.00	12	\$23.00
801406112974	01/11/23	\$4.42	335	\$1,480.75	0	0.00	335	\$1,480.75
801407113051	01/11/23	\$6.19	28	\$173.25	0	0.00	28	\$173.25
801408113051	01/11/23	\$4.43	20	\$88.65	0	0.00	20	\$88.65
801409112651	01/11/23	\$2.79	32	\$89.12	0	0.00	32	\$89.12
801411112984	01/11/23	\$3.33	9	\$29.97	0	0.00	9	\$29.97
801412112997	01/11/23	\$0.52	4	\$2.06	0	0.00	4	\$2.06
801413113007	01/11/23	\$3.57	16	\$57.19	0	0.00	16	\$57.19
801415111893	01/11/23	\$1.12	3	\$3.36	0	0.00	3	\$3.36
463406121208	01/12/23	\$2.00	1	\$2.00	0	0.00	1	\$2.00
463413121799	01/12/23	\$4.20	10	\$42.00	0	0.00	10	\$42.00
463418121133	01/12/23	\$3.25	2	\$6.50	0	0.00	2	\$6.50
463425120884	01/12/23	\$2.00	1	\$2.00	0	0.00	1	\$2.00
463429121958	01/12/23	\$5.08	20	\$101.50	0	0.00	20	\$101.50
463439121741	01/12/23	\$6.75	2	\$13.50	0	0.00	2	\$13.50
463442121607	01/12/23	\$2.00	1	\$2.00	0	0.00	1	\$2.00
463448121585	01/12/23	\$3.46	13	\$45.00	0	0.00	13	\$45.00
463566121844	01/12/23	\$7.30	22	\$160.50	0	0.00	22	\$160.50
463581121615	01/12/23	\$6.58	6	\$39.50	0	0.00	6	\$39.50
801322123042	01/12/23	\$2.71	20	\$54.14	0	0.00	20	\$54.14
801323123127	01/12/23	\$6.35	509	\$3,230.20	0	0.00	509	\$3,230.20
801324122961	01/12/23	\$5.23	135	\$706.70	0	0.00	135	\$706.70
801325123125	01/12/23	\$5.61	483	\$2,708.86	0	0.00	483	\$2,708.86
801326123078	01/12/23	\$3.10	38	\$117.82	0	0.00	38	\$117.82
801327123124	01/12/23	\$4.74	121	\$573.01	0	0.00	121	\$573.01
801328123125	01/12/23	\$4.66	757	\$3,528.42	0	0.00	757	\$3,528.42
801330123125	01/12/23	\$4.73	394	\$1,864.06	0	0.00	394	\$1,864.06
801331123099	01/12/23	\$1.77	148	\$261.97	0	0.00	148	\$261.97
801332123097	01/12/23	\$4.90	59	\$288.82	0	0.00	59	\$288.82
801333123037	01/12/23	\$3.92	57	\$223.19	0	0.00	57	\$223.19
801335122922	01/12/23	\$2.16	21	\$45.35	0	0.00	21	\$45.35

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801336123125	01/12/23	\$5.89	285	\$1,679.80	0	0.00	285	\$1,679.80
801338123003	01/12/23	\$3.59	24	\$86.05	0	0.00	24	\$86.05
801339123037	01/12/23	\$4.09	241	\$985.64	0	0.00	241	\$985.64
801340123126	01/12/23	\$6.66	838	\$5,578.78	0	0.00	838	\$5,578.78
801341123126	01/12/23	\$7.75	660	\$5,115.75	0	0.00	660	\$5,115.75
801342122759	01/12/23	\$1.43	6	\$8.60	0	0.00	6	\$8.60
801343123124	01/12/23	\$1.32	326	\$430.74	0	0.00	326	\$430.74
801344122149	01/12/23	\$1.50	3	\$4.50	0	0.00	3	\$4.50
801346123110	01/12/23	\$1.13	41	\$46.23	0	0.00	41	\$46.23
801347122994	01/12/23	\$2.12	39	\$82.87	0	0.00	39	\$82.87
801348122201	01/12/23	\$3.09	7	\$21.66	0	0.00	7	\$21.66
801349123072	01/12/23	\$1.76	106	\$187.04	0	0.00	106	\$187.04
801350123022	01/12/23	\$1.78	59	\$104.91	0	0.00	59	\$104.91
801351123125	01/12/23	\$1.48	482	\$712.70	0	0.00	482	\$712.70
801353123034	01/12/23	\$3.46	28	\$96.86	0	0.00	28	\$96.86
801354123081	01/12/23	\$1.96	201	\$394.19	0	0.00	201	\$394.19
801356123077	01/12/23	\$1.14	35	\$39.78	0	0.00	35	\$39.78
801357122914	01/12/23	\$2.80	17	\$47.58	0	0.00	17	\$47.58
801358123069	01/12/23	\$1.90	87	\$165.44	0	0.00	87	\$165.44
801359123057	01/12/23	\$3.31	207	\$686.07	0	0.00	207	\$686.07
801361123056	01/12/23	\$3.01	375	\$1,127.44	0	0.00	375	\$1,127.44
801362123054	01/12/23	\$4.58	106	\$485.71	0	0.00	106	\$485.71
801363123053	01/12/23	\$4.04	42	\$169.60	0	0.00	42	\$169.60
801364123057	01/12/23	\$3.46	124	\$429.61	0	0.00	124	\$429.61
801365123048	01/12/23	\$3.50	32	\$112.09	0	0.00	32	\$112.09
801366122547	01/12/23	\$3.35	2	\$6.70	0	0.00	2	\$6.70
801367122999	01/12/23	\$4.37	31	\$135.35	0	0.00	31	\$135.35
801368123051	01/12/23	\$5.44	92	\$500.30	0	0.00	92	\$500.30
801369123118	01/12/23	\$7.42	71	\$526.91	0	0.00	71	\$526.91
801370123118	01/12/23	\$5.86	43	\$251.96	0	0.00	43	\$251.96
801372123125	01/12/23	\$4.58	94	\$430.58	0	0.00	94	\$430.58
801373123115	01/12/23	\$5.47	91	\$497.67	0	0.00	91	\$497.67
801374123124	01/12/23	\$5.41	131	\$708.21	0	0.00	131	\$708.21
801375123122	01/12/23	\$4.78	222	\$1,060.91	0	0.00	222	\$1,060.91
801376122237	01/12/23	\$4.30	85	\$365.71	0	0.00	85	\$365.71
801377123036	01/12/23	\$3.81	57	\$217.09	0	0.00	57	\$217.09
801379122952	01/12/23	\$7.17	62	\$444.25	0	0.00	62	\$444.25
801380122884	01/12/23	\$1.51	13	\$19.62	0	0.00	13	\$19.62
801381123038	01/12/23	\$2.33	109	\$253.75	0	0.00	109	\$253.75
801382123044	01/12/23	\$19.54	106	\$2,071.00	0	0.00	106	\$2,071.00
801383122961	01/12/23	\$1.91	14	\$26.75	0	0.00	14	\$26.75
801384123037	01/12/23	\$2.79	93	\$259.62	0	0.00	93	\$259.62
801385123037	01/12/23	\$3.84	122	\$468.66	0	0.00	122	\$468.66
801387123030	01/12/23	\$2.21	49	\$108.48	0	0.00	49	\$108.48
801388121452	01/12/23	\$1.23	2	\$2.45	0	0.00	2	\$2.45
801389123122	01/12/23	\$1.34	89	\$118.92	0	0.00	89	\$118.92
801391123058	01/12/23	\$1.06	12	\$12.70	0	0.00	12	\$12.70
801392123012	01/12/23	\$1.94	23	\$44.51	0	0.00	23	\$44.51
801393123105	01/12/23	\$1.16	20	\$23.29	0	0.00	20	\$23.29
801395123037	01/12/23	\$2.93	6	\$17.58	0	0.00	6	\$17.58
801396123106	01/12/23	\$2.36	62	\$146.23	0	0.00	62	\$146.23
801397123056	01/12/23	\$3.30	275	\$907.20	0	0.00	275	\$907.20
801398122874	01/12/23	\$2.38	27	\$64.37	0	0.00	27	\$64.37
801399122774	01/12/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801400123078	01/12/23	\$3.71	145	\$537.69	0	0.00	145	\$537.69
801401123047	01/12/23	\$1.36	32	\$43.56	0	0.00	32	\$43.56
801403123093	01/12/23	\$1.97	35	\$68.87	0	0.00	35	\$68.87

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801404122684	01/12/23	\$3.13	7	\$21.88	0	0.00	7	\$21.88
801405122126	01/12/23	\$2.25	14	\$31.54	0	0.00	14	\$31.54
801406122975	01/12/23	\$4.39	283	\$1,242.60	0	0.00	283	\$1,242.60
801407123052	01/12/23	\$6.17	28	\$172.88	0	0.00	28	\$172.88
801408123052	01/12/23	\$3.69	46	\$169.88	0	0.00	46	\$169.88
801409122652	01/12/23	\$2.41	31	\$74.69	0	0.00	31	\$74.69
801411122985	01/12/23	\$4.84	6	\$29.01	0	0.00	6	\$29.01
801412122998	01/12/23	\$1.49	5	\$7.43	0	0.00	5	\$7.43
801413123008	01/12/23	\$2.66	22	\$58.41	0	0.00	22	\$58.41
801415121894	01/12/23	\$0.93	2	\$1.85	0	0.00	2	\$1.85
463413131800	01/13/23	\$3.78	9	\$34.00	0	0.00	9	\$34.00
463429131959	01/13/23	\$4.92	24	\$118.00	0	0.00	24	\$118.00
463439131742	01/13/23	\$4.25	2	\$8.50	0	0.00	2	\$8.50
463448131586	01/13/23	\$5.20	10	\$52.00	0	0.00	10	\$52.00
463566131845	01/13/23	\$7.52	21	\$158.00	0	0.00	21	\$158.00
463581131616	01/13/23	\$8.50	4	\$34.00	0	0.00	4	\$34.00
801322133043	01/13/23	\$2.75	19	\$52.25	0	0.00	19	\$52.25
801323133128	01/13/23	\$6.43	490	\$3,151.03	0	0.00	490	\$3,151.03
801324132962	01/13/23	\$4.38	128	\$560.86	0	0.00	128	\$560.86
801325133126	01/13/23	\$6.17	472	\$2,914.46	0	0.00	472	\$2,914.46
801326133079	01/13/23	\$4.44	23	\$102.10	0	0.00	23	\$102.10
801327133125	01/13/23	\$5.60	130	\$728.10	0	0.00	130	\$728.10
801328133126	01/13/23	\$4.99	800	\$3,988.81	0	0.00	800	\$3,988.81
801330133126	01/13/23	\$4.66	413	\$1,923.98	0	0.00	413	\$1,923.98
801331133100	01/13/23	\$1.92	186	\$356.65	0	0.00	186	\$356.65
801332133098	01/13/23	\$4.48	56	\$251.09	0	0.00	56	\$251.09
801333133038	01/13/23	\$4.08	45	\$183.78	0	0.00	45	\$183.78
801334132478	01/13/23	\$4.04	1	\$4.04	0	0.00	1	\$4.04
801335132923	01/13/23	\$3.17	27	\$85.69	0	0.00	27	\$85.69
801336133126	01/13/23	\$6.07	335	\$2,032.79	0	0.00	335	\$2,032.79
801338133004	01/13/23	\$2.98	33	\$98.40	0	0.00	33	\$98.40
801339133038	01/13/23	\$4.19	242	\$1,014.82	0	0.00	242	\$1,014.82
801340133127	01/13/23	\$7.09	861	\$6,101.19	0	0.00	861	\$6,101.19
801341133127	01/13/23	\$8.07	647	\$5,221.40	0	0.00	647	\$5,221.40
801342132760	01/13/23	\$3.28	8	\$26.25	0	0.00	8	\$26.25
801343133125	01/13/23	\$1.34	361	\$484.50	0	0.00	361	\$484.50
801344132150	01/13/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801346133111	01/13/23	\$1.17	71	\$82.78	0	0.00	71	\$82.78
801347132995	01/13/23	\$1.79	34	\$60.99	0	0.00	34	\$60.99
801348132202	01/13/23	\$1.60	2	\$3.20	0	0.00	2	\$3.20
801349133073	01/13/23	\$1.76	77	\$135.85	0	0.00	77	\$135.85
801350133023	01/13/23	\$1.86	39	\$72.42	0	0.00	39	\$72.42
801351133126	01/13/23	\$1.38	461	\$637.84	0	0.00	461	\$637.84
801353133035	01/13/23	\$2.86	36	\$103.11	0	0.00	36	\$103.11
801354133082	01/13/23	\$1.83	215	\$392.66	0	0.00	215	\$392.66
801355132263	01/13/23	\$4.99	2	\$9.98	0	0.00	2	\$9.98
801356133078	01/13/23	\$1.02	32	\$32.74	0	0.00	32	\$32.74
801357132915	01/13/23	\$2.53	18	\$45.62	0	0.00	18	\$45.62
801358133070	01/13/23	\$2.43	81	\$196.62	0	0.00	81	\$196.62
801359133058	01/13/23	\$3.30	216	\$712.97	0	0.00	216	\$712.97
801361133057	01/13/23	\$3.39	346	\$1,174.03	0	0.00	346	\$1,174.03
801362133055	01/13/23	\$5.04	111	\$558.94	0	0.00	111	\$558.94
801363133054	01/13/23	\$3.95	44	\$173.83	0	0.00	44	\$173.83
801364133058	01/13/23	\$3.19	118	\$376.93	0	0.00	118	\$376.93
801365133049	01/13/23	\$3.57	36	\$128.63	0	0.00	36	\$128.63
801366132548	01/13/23	\$5.60	2	\$11.20	0	0.00	2	\$11.20
801367133000	01/13/23	\$4.82	44	\$211.95	0	0.00	44	\$211.95

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801368133052	01/13/23	\$5.29	80	\$423.10	0	0.00	80	\$423.10
801369133119	01/13/23	\$7.01	71	\$497.90	0	0.00	71	\$497.90
801370133119	01/13/23	\$5.98	50	\$298.78	0	0.00	50	\$298.78
801372133126	01/13/23	\$5.37	101	\$542.24	0	0.00	101	\$542.24
801373133116	01/13/23	\$5.06	111	\$561.92	0	0.00	111	\$561.92
801374133125	01/13/23	\$5.14	123	\$631.62	0	0.00	123	\$631.62
801375133123	01/13/23	\$4.94	182	\$899.93	0	0.00	182	\$899.93
801376132238	01/13/23	\$4.68	87	\$407.03	0	0.00	87	\$407.03
801377133037	01/13/23	\$3.52	50	\$176.12	0	0.00	50	\$176.12
801379132953	01/13/23	\$4.21	72	\$303.40	0	0.00	72	\$303.40
801380132885	01/13/23	\$1.71	14	\$23.96	0	0.00	14	\$23.96
801381133039	01/13/23	\$2.25	117	\$262.80	0	0.00	117	\$262.80
801382133045	01/13/23	\$19.26	105	\$2,021.90	0	0.00	105	\$2,021.90
801383132962	01/13/23	\$2.28	12	\$27.34	0	0.00	12	\$27.34
801384133038	01/13/23	\$2.98	89	\$265.49	0	0.00	89	\$265.49
801385133038	01/13/23	\$4.28	116	\$496.38	0	0.00	116	\$496.38
801387133031	01/13/23	\$2.10	50	\$105.19	0	0.00	50	\$105.19
801388131453	01/13/23	\$1.85	1	\$1.85	0	0.00	1	\$1.85
801389133123	01/13/23	\$1.46	100	\$145.71	0	0.00	100	\$145.71
801391133059	01/13/23	\$1.21	11	\$13.34	0	0.00	11	\$13.34
801392133013	01/13/23	\$1.24	15	\$18.64	0	0.00	15	\$18.64
801393133106	01/13/23	\$1.47	13	\$19.15	0	0.00	13	\$19.15
801395133038	01/13/23	\$1.35	3	\$4.05	0	0.00	3	\$4.05
801396133107	01/13/23	\$2.59	52	\$134.49	0	0.00	52	\$134.49
801397133057	01/13/23	\$3.00	296	\$886.58	0	0.00	296	\$886.58
801398132875	01/13/23	\$2.15	24	\$51.55	0	0.00	24	\$51.55
801399132775	01/13/23	\$2.16	5	\$10.80	0	0.00	5	\$10.80
801400133079	01/13/23	\$3.33	155	\$516.84	0	0.00	155	\$516.84
801401133048	01/13/23	\$1.90	46	\$87.53	0	0.00	46	\$87.53
801403133094	01/13/23	\$2.42	28	\$67.75	0	0.00	28	\$67.75
801404132685	01/13/23	\$2.30	12	\$27.62	0	0.00	12	\$27.62
801405132127	01/13/23	\$2.59	6	\$15.55	0	0.00	6	\$15.55
801406132976	01/13/23	\$4.77	294	\$1,401.85	0	0.00	294	\$1,401.85
801407133053	01/13/23	\$6.08	21	\$127.73	0	0.00	21	\$127.73
801408133053	01/13/23	\$5.02	35	\$175.66	0	0.00	35	\$175.66
801409132653	01/13/23	\$2.42	32	\$77.42	0	0.00	32	\$77.42
801411132986	01/13/23	\$9.06	7	\$63.45	0	0.00	7	\$63.45
801412132999	01/13/23	\$2.39	6	\$14.36	0	0.00	6	\$14.36
801413133009	01/13/23	\$3.70	22	\$81.35	0	0.00	22	\$81.35
801415131895	01/13/23	\$3.20	1	\$3.20	0	0.00	1	\$3.20
463413141801	01/14/23	\$3.88	13	\$50.50	0	0.00	13	\$50.50
463418141134	01/14/23	\$2.50	1	\$2.50	0	0.00	1	\$2.50
463425140885	01/14/23	\$3.00	1	\$3.00	0	0.00	1	\$3.00
463429141960	01/14/23	\$3.87	26	\$100.50	0	0.00	26	\$100.50
463442141608	01/14/23	\$7.00	4	\$28.00	0	0.00	4	\$28.00
463448141587	01/14/23	\$3.80	10	\$38.00	0	0.00	10	\$38.00
463566141846	01/14/23	\$7.70	20	\$154.00	0	0.00	20	\$154.00
463581141617	01/14/23	\$11.83	3	\$35.50	0	0.00	3	\$35.50
801322143044	01/14/23	\$3.11	25	\$77.65	0	0.00	25	\$77.65
801323143129	01/14/23	\$6.69	705	\$4,716.03	0	0.00	705	\$4,716.03
801324142963	01/14/23	\$4.38	151	\$662.10	0	0.00	151	\$662.10
801325143127	01/14/23	\$6.62	621	\$4,108.12	0	0.00	621	\$4,108.12
801326143080	01/14/23	\$4.58	24	\$109.90	0	0.00	24	\$109.90
801327143126	01/14/23	\$4.98	134	\$667.54	0	0.00	134	\$667.54
801328143127	01/14/23	\$5.16	972	\$5,020.21	0	0.00	972	\$5,020.21
801330143127	01/14/23	\$4.45	427	\$1,899.94	0	0.00	427	\$1,899.94
801331143101	01/14/23	\$2.25	215	\$484.35	0	0.00	215	\$484.35

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801332143099	01/14/23	\$3.96	77	\$305.26	0	0.00	77	\$305.26
801333143039	01/14/23	\$5.24	56	\$293.48	0	0.00	56	\$293.48
801335142924	01/14/23	\$3.00	28	\$83.99	0	0.00	28	\$83.99
801336143127	01/14/23	\$6.40	337	\$2,156.07	0	0.00	337	\$2,156.07
801338143005	01/14/23	\$3.19	34	\$108.59	0	0.00	34	\$108.59
801339143039	01/14/23	\$4.00	355	\$1,418.26	0	0.00	355	\$1,418.26
801340143128	01/14/23	\$7.03	899	\$6,322.64	0	0.00	899	\$6,322.64
801341143128	01/14/23	\$8.01	553	\$4,429.24	0	0.00	553	\$4,429.24
801342142761	01/14/23	\$2.79	9	\$25.15	0	0.00	9	\$25.15
801343143126	01/14/23	\$1.33	322	\$426.91	0	0.00	322	\$426.91
801344142151	01/14/23	\$1.01	2	\$2.02	0	0.00	2	\$2.02
801346143112	01/14/23	\$1.11	63	\$69.73	0	0.00	63	\$69.73
801347142996	01/14/23	\$1.45	47	\$68.11	0	0.00	47	\$68.11
801348142203	01/14/23	\$1.25	10	\$12.46	0	0.00	10	\$12.46
801349143074	01/14/23	\$1.65	62	\$102.25	0	0.00	62	\$102.25
801350143024	01/14/23	\$1.34	34	\$45.71	0	0.00	34	\$45.71
801351143127	01/14/23	\$1.40	525	\$734.61	0	0.00	525	\$734.61
801353143036	01/14/23	\$2.74	40	\$109.58	0	0.00	40	\$109.58
801354143083	01/14/23	\$2.10	253	\$531.53	0	0.00	253	\$531.53
801355142264	01/14/23	\$0.35	2	\$0.70	0	0.00	2	\$0.70
801356143079	01/14/23	\$1.46	41	\$59.72	0	0.00	41	\$59.72
801357142916	01/14/23	\$1.49	19	\$28.33	0	0.00	19	\$28.33
801358143071	01/14/23	\$2.73	76	\$207.32	0	0.00	76	\$207.32
801359143059	01/14/23	\$3.62	267	\$966.21	0	0.00	267	\$966.21
801361143058	01/14/23	\$3.28	386	\$1,267.59	0	0.00	386	\$1,267.59
801362143056	01/14/23	\$4.50	131	\$589.55	0	0.00	131	\$589.55
801363143055	01/14/23	\$4.80	42	\$201.39	0	0.00	42	\$201.39
801364143059	01/14/23	\$3.44	96	\$329.84	0	0.00	96	\$329.84
801365143050	01/14/23	\$4.30	31	\$133.34	0	0.00	31	\$133.34
801366142549	01/14/23	\$1.85	2	\$3.70	0	0.00	2	\$3.70
801367143001	01/14/23	\$5.28	56	\$295.40	0	0.00	56	\$295.40
801368143053	01/14/23	\$5.62	85	\$477.45	0	0.00	85	\$477.45
801369143120	01/14/23	\$7.28	68	\$495.00	0	0.00	68	\$495.00
801370143120	01/14/23	\$6.05	86	\$520.03	0	0.00	86	\$520.03
801372143127	01/14/23	\$4.73	130	\$615.40	0	0.00	130	\$615.40
801373143117	01/14/23	\$5.95	136	\$808.97	0	0.00	136	\$808.97
801374143126	01/14/23	\$5.69	174	\$989.93	0	0.00	174	\$989.93
801375143124	01/14/23	\$5.26	260	\$1,367.88	0	0.00	260	\$1,367.88
801376142239	01/14/23	\$4.55	94	\$427.72	0	0.00	94	\$427.72
801377143038	01/14/23	\$3.81	55	\$209.73	0	0.00	55	\$209.73
801379142954	01/14/23	\$5.58	115	\$642.15	0	0.00	115	\$642.15
801380142886	01/14/23	\$1.85	14	\$25.90	0	0.00	14	\$25.90
801381143040	01/14/23	\$2.30	102	\$234.58	0	0.00	102	\$234.58
801382143046	01/14/23	\$19.52	155	\$3,025.00	0	0.00	155	\$3,025.00
801383142963	01/14/23	\$1.46	23	\$33.49	0	0.00	23	\$33.49
801384143039	01/14/23	\$3.67	88	\$322.82	0	0.00	88	\$322.82
801385143039	01/14/23	\$3.88	144	\$558.30	0	0.00	144	\$558.30
801387143032	01/14/23	\$1.39	36	\$49.89	0	0.00	36	\$49.89
801389143124	01/14/23	\$1.13	98	\$110.66	0	0.00	98	\$110.66
801391143060	01/14/23	\$1.51	16	\$24.10	0	0.00	16	\$24.10
801392143014	01/14/23	\$1.16	31	\$35.92	0	0.00	31	\$35.92
801393143107	01/14/23	\$1.53	39	\$59.60	0	0.00	39	\$59.60
801395143039	01/14/23	\$1.38	3	\$4.15	0	0.00	3	\$4.15
801396143108	01/14/23	\$2.70	40	\$107.87	0	0.00	40	\$107.87
801397143058	01/14/23	\$3.09	293	\$906.66	0	0.00	293	\$906.66
801398142876	01/14/23	\$2.15	36	\$77.42	0	0.00	36	\$77.42
801399142776	01/14/23	\$2.88	4	\$11.51	0	0.00	4	\$11.51

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400143080	01/14/23	\$3.74	178	\$665.78	0	0.00	178	\$665.78
801401143049	01/14/23	\$1.49	49	\$72.84	0	0.00	49	\$72.84
801403143095	01/14/23	\$1.98	47	\$93.04	0	0.00	47	\$93.04
801404142686	01/14/23	\$3.21	16	\$51.39	0	0.00	16	\$51.39
801405142128	01/14/23	\$2.28	20	\$45.54	0	0.00	20	\$45.54
801406142977	01/14/23	\$5.91	246	\$1,452.80	0	0.00	246	\$1,452.80
801407143054	01/14/23	\$5.32	24	\$127.66	0	0.00	24	\$127.66
801408143054	01/14/23	\$3.64	56	\$203.89	0	0.00	56	\$203.89
801409142654	01/14/23	\$2.87	26	\$74.60	0	0.00	26	\$74.60
801411142987	01/14/23	\$3.51	14	\$49.13	0	0.00	14	\$49.13
801412143000	01/14/23	\$3.05	9	\$27.46	0	0.00	9	\$27.46
801413143010	01/14/23	\$3.56	23	\$81.88	0	0.00	23	\$81.88
801415141896	01/14/23	\$3.46	1	\$3.46	0	0.00	1	\$3.46
463413151802	01/15/23	\$3.73	13	\$48.50	0	0.00	13	\$48.50
463418151135	01/15/23	\$13.50	3	\$40.50	0	0.00	3	\$40.50
463429151961	01/15/23	\$2.83	20	\$56.50	0	0.00	20	\$56.50
463442151609	01/15/23	\$16.48	2	\$32.95	0	0.00	2	\$32.95
463448151588	01/15/23	\$3.50	4	\$14.00	0	0.00	4	\$14.00
463566151847	01/15/23	\$16.50	1	\$16.50	0	0.00	1	\$16.50
463581151618	01/15/23	\$20.50	5	\$102.50	0	0.00	5	\$102.50
801322153045	01/15/23	\$5.31	23	\$122.10	0	0.00	23	\$122.10
801323153130	01/15/23	\$7.19	896	\$6,442.90	0	0.00	896	\$6,442.90
801324152964	01/15/23	\$3.90	216	\$843.38	0	0.00	216	\$843.38
801325153128	01/15/23	\$6.47	845	\$5,468.57	0	0.00	845	\$5,468.57
801326153081	01/15/23	\$4.73	43	\$203.43	0	0.00	43	\$203.43
801327153127	01/15/23	\$4.80	171	\$820.27	0	0.00	171	\$820.27
801328153128	01/15/23	\$5.89	1,150	\$6,767.80	0	0.00	1,150	\$6,767.80
801330153128	01/15/23	\$4.86	481	\$2,338.71	0	0.00	481	\$2,338.71
801331153102	01/15/23	\$2.42	272	\$657.40	0	0.00	272	\$657.40
801332153100	01/15/23	\$4.58	69	\$316.23	0	0.00	69	\$316.23
801333153040	01/15/23	\$4.67	48	\$223.93	0	0.00	48	\$223.93
801335152925	01/15/23	\$4.27	62	\$264.57	0	0.00	62	\$264.57
801336153128	01/15/23	\$6.14	452	\$2,775.90	0	0.00	452	\$2,775.90
801338153006	01/15/23	\$3.38	35	\$118.40	0	0.00	35	\$118.40
801339153040	01/15/23	\$4.12	329	\$1,354.77	0	0.00	329	\$1,354.77
801340153129	01/15/23	\$6.62	1,156	\$7,647.79	0	0.00	1,156	\$7,647.79
801341153129	01/15/23	\$7.88	633	\$4,989.65	0	0.00	633	\$4,989.65
801342152762	01/15/23	\$2.70	8	\$21.63	0	0.00	8	\$21.63
801343153127	01/15/23	\$1.43	125	\$179.36	0	0.00	125	\$179.36
801344152152	01/15/23	\$0.35	1	\$0.35	0	0.00	1	\$0.35
801346153113	01/15/23	\$1.34	27	\$36.12	0	0.00	27	\$36.12
801347152997	01/15/23	\$1.25	11	\$13.80	0	0.00	11	\$13.80
801348152204	01/15/23	\$0.46	3	\$1.37	0	0.00	3	\$1.37
801349153075	01/15/23	\$1.34	9	\$12.04	0	0.00	9	\$12.04
801350153025	01/15/23	\$2.19	7	\$15.36	0	0.00	7	\$15.36
801351153128	01/15/23	\$1.52	592	\$897.69	0	0.00	592	\$897.69
801353153037	01/15/23	\$2.38	32	\$76.00	0	0.00	32	\$76.00
801354153084	01/15/23	\$2.03	348	\$706.69	0	0.00	348	\$706.69
801355152265	01/15/23	\$4.76	5	\$23.82	0	0.00	5	\$23.82
801356153080	01/15/23	\$2.22	17	\$37.81	0	0.00	17	\$37.81
801357152917	01/15/23	\$3.60	7	\$25.22	0	0.00	7	\$25.22
801358153072	01/15/23	\$2.47	90	\$222.65	0	0.00	90	\$222.65
801359153060	01/15/23	\$3.53	318	\$1,122.68	0	0.00	318	\$1,122.68
801361153059	01/15/23	\$3.31	484	\$1,602.80	0	0.00	484	\$1,602.80
801362153057	01/15/23	\$4.33	185	\$801.20	0	0.00	185	\$801.20
801363153056	01/15/23	\$4.43	46	\$203.57	0	0.00	46	\$203.57
801364153060	01/15/23	\$3.41	118	\$402.64	0	0.00	118	\$402.64

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801365153051	01/15/23	\$4.41	46	\$203.08	0	0.00	46	\$203.08
801366152550	01/15/23	\$4.10	6	\$24.60	0	0.00	6	\$24.60
801367153002	01/15/23	\$4.72	69	\$325.70	0	0.00	69	\$325.70
801368153054	01/15/23	\$5.71	85	\$485.40	0	0.00	85	\$485.40
801369153121	01/15/23	\$6.05	106	\$640.92	0	0.00	106	\$640.92
801370153121	01/15/23	\$6.85	89	\$609.88	0	0.00	89	\$609.88
801372153128	01/15/23	\$4.95	146	\$723.01	0	0.00	146	\$723.01
801373153118	01/15/23	\$5.68	119	\$675.76	0	0.00	119	\$675.76
801374153127	01/15/23	\$5.32	197	\$1,047.29	0	0.00	197	\$1,047.29
801375153125	01/15/23	\$5.06	268	\$1,355.78	0	0.00	268	\$1,355.78
801376152240	01/15/23	\$3.86	115	\$444.10	0	0.00	115	\$444.10
801377153039	01/15/23	\$4.65	33	\$153.38	0	0.00	33	\$153.38
801379152955	01/15/23	\$4.79	118	\$565.75	0	0.00	118	\$565.75
801380152887	01/15/23	\$1.76	21	\$36.99	0	0.00	21	\$36.99
801381153041	01/15/23	\$2.16	102	\$220.05	0	0.00	102	\$220.05
801382153047	01/15/23	\$19.15	155	\$2,967.65	0	0.00	155	\$2,967.65
801383152964	01/15/23	\$2.74	15	\$41.10	0	0.00	15	\$41.10
801384153040	01/15/23	\$3.18	89	\$283.37	0	0.00	89	\$283.37
801385153040	01/15/23	\$4.38	132	\$578.30	0	0.00	132	\$578.30
801387153033	01/15/23	\$2.33	41	\$95.50	0	0.00	41	\$95.50
801388151454	01/15/23	\$2.50	3	\$7.49	0	0.00	3	\$7.49
801389153125	01/15/23	\$1.88	61	\$114.89	0	0.00	61	\$114.89
801391153061	01/15/23	\$0.79	26	\$20.65	0	0.00	26	\$20.65
801392153015	01/15/23	\$1.31	19	\$24.92	0	0.00	19	\$24.92
801393153108	01/15/23	\$1.27	25	\$31.85	0	0.00	25	\$31.85
801395153040	01/15/23	\$3.61	1	\$3.61	0	0.00	1	\$3.61
801396153109	01/15/23	\$2.29	60	\$137.33	0	0.00	60	\$137.33
801397153059	01/15/23	\$3.58	353	\$1,262.27	0	0.00	353	\$1,262.27
801398152877	01/15/23	\$2.59	46	\$118.91	0	0.00	46	\$118.91
801399152777	01/15/23	\$1.49	6	\$8.94	0	0.00	6	\$8.94
801400153081	01/15/23	\$2.55	193	\$493.01	0	0.00	193	\$493.01
801401153050	01/15/23	\$2.02	3	\$6.06	0	0.00	3	\$6.06
801403153096	01/15/23	\$3.20	11	\$35.22	0	0.00	11	\$35.22
801404152687	01/15/23	\$2.05	17	\$34.87	0	0.00	17	\$34.87
801405152129	01/15/23	\$2.36	37	\$87.15	0	0.00	37	\$87.15
801406152978	01/15/23	\$20.14	147	\$2,960.40	0	0.00	147	\$2,960.40
801407153055	01/15/23	\$3.82	30	\$114.50	0	0.00	30	\$114.50
801408153055	01/15/23	\$3.35	57	\$190.76	0	0.00	57	\$190.76
801409152655	01/15/23	\$1.83	5	\$9.15	0	0.00	5	\$9.15
801411152988	01/15/23	\$3.49	26	\$90.66	0	0.00	26	\$90.66
801412153001	01/15/23	\$2.33	7	\$16.34	0	0.00	7	\$16.34
801413153011	01/15/23	\$3.92	15	\$58.85	0	0.00	15	\$58.85
801415151897	01/15/23	\$0.96	5	\$4.80	0	0.00	5	\$4.80
463406161209	01/16/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463413161803	01/16/23	\$3.93	22	\$86.50	0	0.00	22	\$86.50
463425160886	01/16/23	\$4.50	1	\$4.50	0	0.00	1	\$4.50
463429161962	01/16/23	\$2.08	6	\$12.50	0	0.00	6	\$12.50
463439161743	01/16/23	\$20.50	3	\$61.50	0	0.00	3	\$61.50
463442161610	01/16/23	\$17.00	3	\$51.00	0	0.00	3	\$51.00
463448161589	01/16/23	\$4.63	4	\$18.50	0	0.00	4	\$18.50
463566161848	01/16/23	\$4.50	2	\$9.00	0	0.00	2	\$9.00
463581161619	01/16/23	\$20.50	3	\$61.50	0	0.00	3	\$61.50
801322163046	01/16/23	\$4.98	35	\$174.15	0	0.00	35	\$174.15
801323163131	01/16/23	\$6.46	825	\$5,330.61	0	0.00	825	\$5,330.61
801324162965	01/16/23	\$4.17	177	\$737.45	0	0.00	177	\$737.45
801325163129	01/16/23	\$6.58	857	\$5,636.55	0	0.00	857	\$5,636.55
801326163082	01/16/23	\$5.38	36	\$193.54	0	0.00	36	\$193.54

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			Items	Amount	Items	Amount	Items	Amount
801327163128	01/16/23	\$5.50	126	\$692.79	0	0.00	126	\$692.79
801328163129	01/16/23	\$5.87	901	\$5,289.53	0	0.00	901	\$5,289.53
801330163129	01/16/23	\$4.66	418	\$1,947.37	0	0.00	418	\$1,947.37
801331163103	01/16/23	\$2.17	195	\$423.31	0	0.00	195	\$423.31
801332163101	01/16/23	\$3.91	61	\$238.29	0	0.00	61	\$238.29
801333163041	01/16/23	\$4.43	78	\$345.51	0	0.00	78	\$345.51
801334162479	01/16/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801335162926	01/16/23	\$3.05	45	\$137.25	0	0.00	45	\$137.25
801336163129	01/16/23	\$6.25	406	\$2,536.66	0	0.00	406	\$2,536.66
801338163007	01/16/23	\$2.96	37	\$109.60	0	0.00	37	\$109.60
801339163041	01/16/23	\$3.89	356	\$1,385.62	0	0.00	356	\$1,385.62
801340163130	01/16/23	\$6.26	1,348	\$8,442.31	0	0.00	1,348	\$8,442.31
801341163130	01/16/23	\$7.42	737	\$5,469.79	0	0.00	737	\$5,469.79
801342162763	01/16/23	\$2.67	16	\$42.75	0	0.00	16	\$42.75
801343163128	01/16/23	\$1.37	176	\$241.33	0	0.00	176	\$241.33
801344162153	01/16/23	\$0.75	1	\$0.75	0	0.00	1	\$0.75
801346163114	01/16/23	\$1.20	22	\$26.36	0	0.00	22	\$26.36
801347162998	01/16/23	\$1.35	3	\$4.05	0	0.00	3	\$4.05
801348162205	01/16/23	\$1.58	10	\$15.78	0	0.00	10	\$15.78
801349163076	01/16/23	\$1.66	4	\$6.65	0	0.00	4	\$6.65
801350163026	01/16/23	\$1.53	16	\$24.41	0	0.00	16	\$24.41
801351163129	01/16/23	\$1.57	566	\$890.41	0	0.00	566	\$890.41
801353163038	01/16/23	\$2.88	26	\$74.85	0	0.00	26	\$74.85
801354163085	01/16/23	\$2.07	315	\$652.52	0	0.00	315	\$652.52
801355162266	01/16/23	\$1.99	10	\$19.90	0	0.00	10	\$19.90
801356163081	01/16/23	\$2.18	15	\$32.76	0	0.00	15	\$32.76
801357162918	01/16/23	\$2.03	16	\$32.43	0	0.00	16	\$32.43
801358163073	01/16/23	\$2.39	77	\$183.81	0	0.00	77	\$183.81
801359163061	01/16/23	\$3.59	252	\$903.71	0	0.00	252	\$903.71
801361163060	01/16/23	\$3.25	417	\$1,353.23	0	0.00	417	\$1,353.23
801362163058	01/16/23	\$4.38	183	\$801.37	0	0.00	183	\$801.37
801363163057	01/16/23	\$3.76	47	\$176.50	0	0.00	47	\$176.50
801364163061	01/16/23	\$3.42	152	\$519.72	0	0.00	152	\$519.72
801365163052	01/16/23	\$3.05	46	\$140.45	0	0.00	46	\$140.45
801366162551	01/16/23	\$2.73	9	\$24.57	0	0.00	9	\$24.57
801367163003	01/16/23	\$5.21	76	\$395.75	0	0.00	76	\$395.75
801368163055	01/16/23	\$4.72	112	\$528.65	0	0.00	112	\$528.65
801369163122	01/16/23	\$6.99	69	\$482.22	0	0.00	69	\$482.22
801370163122	01/16/23	\$6.78	92	\$624.11	0	0.00	92	\$624.11
801372163129	01/16/23	\$5.13	91	\$466.75	0	0.00	91	\$466.75
801373163119	01/16/23	\$5.30	125	\$662.78	0	0.00	125	\$662.78
801374163128	01/16/23	\$5.14	179	\$920.91	0	0.00	179	\$920.91
801375163126	01/16/23	\$4.62	244	\$1,127.58	0	0.00	244	\$1,127.58
801376162241	01/16/23	\$4.04	63	\$254.68	0	0.00	63	\$254.68
801377163040	01/16/23	\$3.65	45	\$164.30	0	0.00	45	\$164.30
801379162956	01/16/23	\$4.94	120	\$592.90	0	0.00	120	\$592.90
801380162888	01/16/23	\$1.84	17	\$31.24	0	0.00	17	\$31.24
801381163042	01/16/23	\$2.25	94	\$211.53	0	0.00	94	\$211.53
801382163048	01/16/23	\$19.10	138	\$2,636.10	0	0.00	138	\$2,636.10
801383162965	01/16/23	\$2.06	38	\$78.21	0	0.00	38	\$78.21
801384163041	01/16/23	\$3.19	104	\$331.99	0	0.00	104	\$331.99
801385163041	01/16/23	\$4.27	102	\$435.48	0	0.00	102	\$435.48
801387163034	01/16/23	\$2.16	37	\$79.76	0	0.00	37	\$79.76
801388161455	01/16/23	\$2.93	4	\$11.72	0	0.00	4	\$11.72
801389163126	01/16/23	\$1.80	63	\$113.65	0	0.00	63	\$113.65
801391163062	01/16/23	\$0.78	8	\$6.25	0	0.00	8	\$6.25
801392163016	01/16/23	\$2.25	14	\$31.45	0	0.00	14	\$31.45

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801393163109	01/16/23	\$1.52	28	\$42.63	0	0.00	28	\$42.63
801395163041	01/16/23	\$2.64	7	\$18.46	0	0.00	7	\$18.46
801396163110	01/16/23	\$2.06	74	\$152.79	0	0.00	74	\$152.79
801397163060	01/16/23	\$3.38	331	\$1,117.49	0	0.00	331	\$1,117.49
801398162878	01/16/23	\$2.49	72	\$179.16	0	0.00	72	\$179.16
801399162778	01/16/23	\$1.45	2	\$2.90	0	0.00	2	\$2.90
801400163082	01/16/23	\$3.14	194	\$610.10	0	0.00	194	\$610.10
801401163051	01/16/23	\$1.89	12	\$22.68	0	0.00	12	\$22.68
801403163097	01/16/23	\$1.23	20	\$24.67	0	0.00	20	\$24.67
801404162688	01/16/23	\$2.56	16	\$40.90	0	0.00	16	\$40.90
801405162130	01/16/23	\$2.52	27	\$68.12	0	0.00	27	\$68.12
801406162979	01/16/23	\$20.21	146	\$2,950.40	0	0.00	146	\$2,950.40
801407163056	01/16/23	\$4.04	39	\$157.53	0	0.00	39	\$157.53
801408163056	01/16/23	\$4.38	45	\$196.95	0	0.00	45	\$196.95
801409162656	01/16/23	\$1.84	10	\$18.35	0	0.00	10	\$18.35
801411162989	01/16/23	\$4.58	13	\$59.55	0	0.00	13	\$59.55
801412163002	01/16/23	\$2.29	10	\$22.92	0	0.00	10	\$22.92
801413163012	01/16/23	\$3.73	27	\$100.62	0	0.00	27	\$100.62
801415161898	01/16/23	\$2.19	11	\$24.07	0	0.00	11	\$24.07
463406171210	01/17/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463413171804	01/17/23	\$4.25	10	\$42.50	0	0.00	10	\$42.50
463418171136	01/17/23	\$4.75	2	\$9.50	0	0.00	2	\$9.50
463429171963	01/17/23	\$4.21	24	\$100.95	0	0.00	24	\$100.95
463439171744	01/17/23	\$8.25	2	\$16.50	0	0.00	2	\$16.50
463442171611	01/17/23	\$3.50	2	\$7.00	0	0.00	2	\$7.00
463448171590	01/17/23	\$4.20	5	\$21.00	0	0.00	5	\$21.00
463566171849	01/17/23	\$5.28	18	\$95.00	0	0.00	18	\$95.00
463581171620	01/17/23	\$7.50	6	\$45.00	0	0.00	6	\$45.00
801322173047	01/17/23	\$4.27	15	\$64.01	0	0.00	15	\$64.01
801323173132	01/17/23	\$6.84	573	\$3,918.37	0	0.00	573	\$3,918.37
801324172966	01/17/23	\$3.69	175	\$646.20	0	0.00	175	\$646.20
801325173130	01/17/23	\$6.22	659	\$4,096.62	0	0.00	659	\$4,096.62
801326173083	01/17/23	\$3.22	30	\$96.53	0	0.00	30	\$96.53
801327173129	01/17/23	\$5.38	128	\$689.23	0	0.00	128	\$689.23
801328173130	01/17/23	\$5.07	818	\$4,147.56	0	0.00	818	\$4,147.56
801330173130	01/17/23	\$4.47	405	\$1,811.75	0	0.00	405	\$1,811.75
801331173104	01/17/23	\$1.87	232	\$433.71	0	0.00	232	\$433.71
801332173102	01/17/23	\$4.58	57	\$260.99	0	0.00	57	\$260.99
801333173042	01/17/23	\$4.76	57	\$271.05	0	0.00	57	\$271.05
801335172927	01/17/23	\$2.86	28	\$80.13	0	0.00	28	\$80.13
801336173130	01/17/23	\$5.92	293	\$1,734.36	0	0.00	293	\$1,734.36
801338173008	01/17/23	\$2.50	31	\$77.40	0	0.00	31	\$77.40
801339173042	01/17/23	\$4.04	227	\$917.93	0	0.00	227	\$917.93
801340173131	01/17/23	\$6.59	1,021	\$6,730.06	0	0.00	1,021	\$6,730.06
801341173131	01/17/23	\$7.77	731	\$5,681.45	0	0.00	731	\$5,681.45
801342172764	01/17/23	\$4.16	8	\$33.30	0	0.00	8	\$33.30
801343173129	01/17/23	\$1.36	382	\$521.05	0	0.00	382	\$521.05
801344172154	01/17/23	\$0.73	7	\$5.12	0	0.00	7	\$5.12
801346173115	01/17/23	\$1.33	47	\$62.65	0	0.00	47	\$62.65
801347172999	01/17/23	\$1.27	25	\$31.75	0	0.00	25	\$31.75
801348172206	01/17/23	\$1.12	6	\$6.69	0	0.00	6	\$6.69
801349173077	01/17/23	\$1.63	82	\$134.05	0	0.00	82	\$134.05
801350173027	01/17/23	\$1.61	42	\$67.75	0	0.00	42	\$67.75
801351173130	01/17/23	\$1.45	571	\$828.68	0	0.00	571	\$828.68
801353173039	01/17/23	\$2.87	37	\$106.27	0	0.00	37	\$106.27
801354173086	01/17/23	\$2.05	228	\$467.64	0	0.00	228	\$467.64
801355172267	01/17/23	\$10.31	1	\$10.31	0	0.00	1	\$10.31

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356173082	01/17/23	\$1.19	21	\$24.99	0	0.00	21	\$24.99
801357172919	01/17/23	\$1.80	13	\$23.36	0	0.00	13	\$23.36
801358173074	01/17/23	\$2.06	102	\$210.22	0	0.00	102	\$210.22
801359173062	01/17/23	\$3.02	241	\$728.07	0	0.00	241	\$728.07
801361173061	01/17/23	\$2.97	363	\$1,078.77	0	0.00	363	\$1,078.77
801362173059	01/17/23	\$3.59	121	\$433.97	0	0.00	121	\$433.97
801363173058	01/17/23	\$3.82	48	\$183.40	0	0.00	48	\$183.40
801364173062	01/17/23	\$3.66	146	\$535.06	0	0.00	146	\$535.06
801365173053	01/17/23	\$4.29	36	\$154.51	0	0.00	36	\$154.51
801366172552	01/17/23	\$2.08	11	\$22.90	0	0.00	11	\$22.90
801367173004	01/17/23	\$6.52	30	\$195.50	0	0.00	30	\$195.50
801368173056	01/17/23	\$4.92	89	\$437.60	0	0.00	89	\$437.60
801369173123	01/17/23	\$7.58	51	\$386.76	0	0.00	51	\$386.76
801370173123	01/17/23	\$7.20	66	\$474.93	0	0.00	66	\$474.93
801372173130	01/17/23	\$4.91	93	\$457.06	0	0.00	93	\$457.06
801373173120	01/17/23	\$5.38	141	\$758.79	0	0.00	141	\$758.79
801374173129	01/17/23	\$5.14	128	\$658.23	0	0.00	128	\$658.23
801375173127	01/17/23	\$5.08	214	\$1,086.26	0	0.00	214	\$1,086.26
801376172242	01/17/23	\$3.77	76	\$286.53	0	0.00	76	\$286.53
801377173041	01/17/23	\$3.99	66	\$263.22	0	0.00	66	\$263.22
801379172957	01/17/23	\$4.83	76	\$367.45	0	0.00	76	\$367.45
801380172889	01/17/23	\$1.53	19	\$29.10	0	0.00	19	\$29.10
801381173043	01/17/23	\$2.09	128	\$267.83	0	0.00	128	\$267.83
801382173049	01/17/23	\$19.21	138	\$2,650.45	0	0.00	138	\$2,650.45
801383172966	01/17/23	\$1.93	35	\$67.67	0	0.00	35	\$67.67
801384173042	01/17/23	\$2.53	110	\$278.09	0	0.00	110	\$278.09
801385173042	01/17/23	\$4.59	84	\$385.34	0	0.00	84	\$385.34
801387173035	01/17/23	\$2.06	42	\$86.48	0	0.00	42	\$86.48
801388171456	01/17/23	\$1.83	3	\$5.49	0	0.00	3	\$5.49
801389173127	01/17/23	\$1.17	55	\$64.24	0	0.00	55	\$64.24
801391173063	01/17/23	\$0.99	9	\$8.90	0	0.00	9	\$8.90
801392173017	01/17/23	\$1.41	14	\$19.78	0	0.00	14	\$19.78
801393173110	01/17/23	\$1.50	36	\$54.13	0	0.00	36	\$54.13
801395173042	01/17/23	\$1.52	3	\$4.55	0	0.00	3	\$4.55
801396173111	01/17/23	\$1.71	67	\$114.30	0	0.00	67	\$114.30
801397173061	01/17/23	\$2.90	341	\$988.03	0	0.00	341	\$988.03
801398172879	01/17/23	\$1.96	54	\$105.72	0	0.00	54	\$105.72
801399172779	01/17/23	\$0.35	1	\$0.35	0	0.00	1	\$0.35
801400173083	01/17/23	\$3.11	167	\$518.91	0	0.00	167	\$518.91
801401173052	01/17/23	\$3.10	17	\$52.67	0	0.00	17	\$52.67
801403173098	01/17/23	\$2.09	29	\$60.68	0	0.00	29	\$60.68
801404172689	01/17/23	\$2.35	11	\$25.80	0	0.00	11	\$25.80
801405172131	01/17/23	\$2.53	15	\$37.90	0	0.00	15	\$37.90
801406172980	01/17/23	\$3.77	384	\$1,448.80	0	0.00	384	\$1,448.80
801407173057	01/17/23	\$4.59	31	\$142.23	0	0.00	31	\$142.23
801408173057	01/17/23	\$3.47	49	\$170.10	0	0.00	49	\$170.10
801409172657	01/17/23	\$1.88	10	\$18.75	0	0.00	10	\$18.75
801411172990	01/17/23	\$4.03	9	\$36.30	0	0.00	9	\$36.30
801412173003	01/17/23	\$1.87	11	\$20.61	0	0.00	11	\$20.61
801413173013	01/17/23	\$2.60	29	\$75.31	0	0.00	29	\$75.31
801415171899	01/17/23	\$1.19	4	\$4.75	0	0.00	4	\$4.75
463406181211	01/18/23	\$2.50	2	\$5.00	0	0.00	2	\$5.00
463413181805	01/18/23	\$3.34	16	\$53.50	0	0.00	16	\$53.50
463429181964	01/18/23	\$4.81	29	\$139.50	0	0.00	29	\$139.50
463439181745	01/18/23	\$6.50	1	\$6.50	0	0.00	1	\$6.50
463448181591	01/18/23	\$3.14	14	\$44.00	0	0.00	14	\$44.00
463566181850	01/18/23	\$7.15	24	\$171.50	0	0.00	24	\$171.50

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581181621	01/18/23	\$3.83	3	\$11.50	0	0.00	3	\$11.50
801322183048	01/18/23	\$3.06	41	\$125.60	0	0.00	41	\$125.60
801323183133	01/18/23	\$5.91	468	\$2,763.72	0	0.00	468	\$2,763.72
801324182967	01/18/23	\$4.06	117	\$474.70	0	0.00	117	\$474.70
801325183131	01/18/23	\$5.40	524	\$2,829.28	0	0.00	524	\$2,829.28
801326183084	01/18/23	\$3.64	22	\$80.01	0	0.00	22	\$80.01
801327183130	01/18/23	\$5.83	129	\$751.49	0	0.00	129	\$751.49
801328183131	01/18/23	\$4.94	790	\$3,905.12	0	0.00	790	\$3,905.12
801330183131	01/18/23	\$4.57	374	\$1,707.96	0	0.00	374	\$1,707.96
801331183105	01/18/23	\$1.80	196	\$352.34	0	0.00	196	\$352.34
801332183103	01/18/23	\$4.34	56	\$243.09	0	0.00	56	\$243.09
801333183043	01/18/23	\$5.13	48	\$246.28	0	0.00	48	\$246.28
801335182928	01/18/23	\$4.20	37	\$155.48	0	0.00	37	\$155.48
801336183131	01/18/23	\$5.89	267	\$1,571.50	0	0.00	267	\$1,571.50
801338183009	01/18/23	\$2.96	32	\$94.70	0	0.00	32	\$94.70
801339183043	01/18/23	\$4.22	154	\$650.16	0	0.00	154	\$650.16
801340183132	01/18/23	\$6.69	800	\$5,349.08	0	0.00	800	\$5,349.08
801341183132	01/18/23	\$7.79	690	\$5,378.15	0	0.00	690	\$5,378.15
801342182765	01/18/23	\$2.37	8	\$18.95	0	0.00	8	\$18.95
801343183130	01/18/23	\$1.21	384	\$463.38	0	0.00	384	\$463.38
801344182155	01/18/23	\$1.36	2	\$2.72	0	0.00	2	\$2.72
801346183116	01/18/23	\$1.25	44	\$54.96	0	0.00	44	\$54.96
801347183000	01/18/23	\$1.87	35	\$65.39	0	0.00	35	\$65.39
801348182207	01/18/23	\$1.87	5	\$9.36	0	0.00	5	\$9.36
801349183078	01/18/23	\$1.71	88	\$150.26	0	0.00	88	\$150.26
801350183028	01/18/23	\$1.61	61	\$98.34	0	0.00	61	\$98.34
801351183131	01/18/23	\$1.40	502	\$702.57	0	0.00	502	\$702.57
801353183040	01/18/23	\$3.04	38	\$115.35	0	0.00	38	\$115.35
801354183087	01/18/23	\$2.04	172	\$351.65	0	0.00	172	\$351.65
801355182268	01/18/23	\$6.02	2	\$12.03	0	0.00	2	\$12.03
801356183083	01/18/23	\$1.21	50	\$60.27	0	0.00	50	\$60.27
801357182920	01/18/23	\$3.82	10	\$38.17	0	0.00	10	\$38.17
801358183075	01/18/23	\$2.27	45	\$102.21	0	0.00	45	\$102.21
801359183063	01/18/23	\$3.41	148	\$505.40	0	0.00	148	\$505.40
801361183062	01/18/23	\$3.00	369	\$1,108.56	0	0.00	369	\$1,108.56
801362183060	01/18/23	\$3.33	109	\$362.83	0	0.00	109	\$362.83
801363183059	01/18/23	\$3.69	37	\$136.41	0	0.00	37	\$136.41
801364183063	01/18/23	\$4.04	104	\$420.49	0	0.00	104	\$420.49
801365183054	01/18/23	\$3.78	25	\$94.62	0	0.00	25	\$94.62
801366182553	01/18/23	\$4.35	1	\$4.35	0	0.00	1	\$4.35
801367183005	01/18/23	\$4.38	40	\$175.00	0	0.00	40	\$175.00
801368183057	01/18/23	\$4.94	59	\$291.20	0	0.00	59	\$291.20
801369183124	01/18/23	\$6.63	81	\$537.30	0	0.00	81	\$537.30
801370183124	01/18/23	\$6.08	30	\$182.50	0	0.00	30	\$182.50
801372183131	01/18/23	\$4.89	72	\$352.37	0	0.00	72	\$352.37
801373183121	01/18/23	\$5.34	106	\$565.74	0	0.00	106	\$565.74
801374183130	01/18/23	\$5.39	102	\$549.37	0	0.00	102	\$549.37
801375183128	01/18/23	\$5.49	214	\$1,175.12	0	0.00	214	\$1,175.12
801376182243	01/18/23	\$4.52	57	\$257.70	0	0.00	57	\$257.70
801377183042	01/18/23	\$4.11	71	\$292.14	0	0.00	71	\$292.14
801379182958	01/18/23	\$4.86	76	\$369.25	0	0.00	76	\$369.25
801380182890	01/18/23	\$2.08	20	\$41.56	0	0.00	20	\$41.56
801381183044	01/18/23	\$2.40	109	\$261.63	0	0.00	109	\$261.63
801382183050	01/18/23	\$19.23	103	\$1,981.10	0	0.00	103	\$1,981.10
801383182967	01/18/23	\$1.77	10	\$17.72	0	0.00	10	\$17.72
801384183043	01/18/23	\$3.59	70	\$251.36	0	0.00	70	\$251.36
801385183043	01/18/23	\$4.30	95	\$408.39	0	0.00	95	\$408.39

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801387183036	01/18/23	\$1.87	49	\$91.41	0	0.00	49	\$91.41
801388181457	01/18/23	\$1.07	2	\$2.13	0	0.00	2	\$2.13
801389183128	01/18/23	\$1.70	74	\$125.95	0	0.00	74	\$125.95
801391183064	01/18/23	\$0.92	11	\$10.10	0	0.00	11	\$10.10
801392183018	01/18/23	\$1.68	25	\$41.97	0	0.00	25	\$41.97
801393183111	01/18/23	\$1.62	15	\$24.24	0	0.00	15	\$24.24
801395183043	01/18/23	\$3.95	3	\$11.85	0	0.00	3	\$11.85
801396183112	01/18/23	\$2.77	41	\$113.67	0	0.00	41	\$113.67
801397183062	01/18/23	\$2.91	280	\$813.98	0	0.00	280	\$813.98
801398182880	01/18/23	\$2.15	47	\$100.94	0	0.00	47	\$100.94
801399182780	01/18/23	\$2.91	4	\$11.65	0	0.00	4	\$11.65
801400183084	01/18/23	\$3.42	153	\$523.49	0	0.00	153	\$523.49
801401183053	01/18/23	\$2.07	43	\$88.87	0	0.00	43	\$88.87
801403183099	01/18/23	\$1.57	46	\$72.24	0	0.00	46	\$72.24
801404182690	01/18/23	\$1.60	3	\$4.80	0	0.00	3	\$4.80
801405182132	01/18/23	\$2.28	12	\$27.39	0	0.00	12	\$27.39
801406182981	01/18/23	\$4.39	264	\$1,158.40	0	0.00	264	\$1,158.40
801407183058	01/18/23	\$7.40	20	\$148.05	0	0.00	20	\$148.05
801408183058	01/18/23	\$4.09	37	\$151.25	0	0.00	37	\$151.25
801409182658	01/18/23	\$2.82	25	\$70.54	0	0.00	25	\$70.54
801411182991	01/18/23	\$3.02	6	\$18.10	0	0.00	6	\$18.10
801412183004	01/18/23	\$0.88	7	\$6.18	0	0.00	7	\$6.18
801413183014	01/18/23	\$3.94	23	\$90.55	0	0.00	23	\$90.55
801415181900	01/18/23	\$2.26	1	\$2.26	0	0.00	1	\$2.26
463406191212	01/19/23	\$30.75	2	\$61.50	0	0.00	2	\$61.50
463413191806	01/19/23	\$3.75	10	\$37.50	0	0.00	10	\$37.50
463418191137	01/19/23	\$6.50	1	\$6.50	0	0.00	1	\$6.50
463425190888	01/19/23	\$2.00	2	\$4.00	0	0.00	2	\$4.00
463429191965	01/19/23	\$6.13	23	\$140.95	0	0.00	23	\$140.95
463439191746	01/19/23	\$10.67	3	\$32.00	0	0.00	3	\$32.00
463442191613	01/19/23	\$4.17	3	\$12.50	0	0.00	3	\$12.50
463448191592	01/19/23	\$4.13	8	\$33.00	0	0.00	8	\$33.00
463566191851	01/19/23	\$7.63	23	\$175.50	0	0.00	23	\$175.50
463581191622	01/19/23	\$15.42	7	\$107.95	0	0.00	7	\$107.95
801322193049	01/19/23	\$3.35	28	\$93.66	0	0.00	28	\$93.66
801323193134	01/19/23	\$6.51	506	\$3,295.42	0	0.00	506	\$3,295.42
801324192968	01/19/23	\$4.40	122	\$536.52	0	0.00	122	\$536.52
801325193132	01/19/23	\$5.69	455	\$2,589.74	0	0.00	455	\$2,589.74
801326193085	01/19/23	\$3.71	14	\$51.96	0	0.00	14	\$51.96
801327193131	01/19/23	\$5.27	140	\$738.26	0	0.00	140	\$738.26
801328193132	01/19/23	\$5.09	803	\$4,090.56	0	0.00	803	\$4,090.56
801330193132	01/19/23	\$4.74	444	\$2,106.00	0	0.00	444	\$2,106.00
801331193106	01/19/23	\$1.91	185	\$354.12	0	0.00	185	\$354.12
801332193104	01/19/23	\$5.42	49	\$265.46	0	0.00	49	\$265.46
801333193044	01/19/23	\$7.16	35	\$250.74	0	0.00	35	\$250.74
801334192480	01/19/23	\$20.35	1	\$20.35	0	0.00	1	\$20.35
801335192929	01/19/23	\$3.80	40	\$151.96	0	0.00	40	\$151.96
801336193132	01/19/23	\$6.00	247	\$1,481.75	0	0.00	247	\$1,481.75
801338193010	01/19/23	\$3.08	18	\$55.50	0	0.00	18	\$55.50
801339193044	01/19/23	\$3.87	224	\$867.79	0	0.00	224	\$867.79
801340193133	01/19/23	\$6.56	822	\$5,390.66	0	0.00	822	\$5,390.66
801341193133	01/19/23	\$7.67	744	\$5,709.50	0	0.00	744	\$5,709.50
801342192766	01/19/23	\$3.68	3	\$11.05	0	0.00	3	\$11.05
801343193131	01/19/23	\$1.25	357	\$447.95	0	0.00	357	\$447.95
801344192156	01/19/23	\$0.83	10	\$8.30	0	0.00	10	\$8.30
801346193117	01/19/23	\$1.14	60	\$68.29	0	0.00	60	\$68.29
801347193001	01/19/23	\$2.06	52	\$107.21	0	0.00	52	\$107.21

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SUMMARY BY BATCH

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			Items	Amount	Items	Amount	Items	Amount
801348192208	01/19/23	\$0.60	1	\$0.60	0	0.00	1	\$0.60
801349193079	01/19/23	\$1.72	91	\$156.80	0	0.00	91	\$156.80
801350193029	01/19/23	\$1.64	70	\$114.59	0	0.00	70	\$114.59
801351193132	01/19/23	\$1.46	485	\$708.91	0	0.00	485	\$708.91
801353193041	01/19/23	\$3.07	30	\$92.18	0	0.00	30	\$92.18
801354193088	01/19/23	\$1.94	213	\$412.18	0	0.00	213	\$412.18
801355192269	01/19/23	\$1.41	5	\$7.07	0	0.00	5	\$7.07
801356193084	01/19/23	\$1.40	33	\$46.16	0	0.00	33	\$46.16
801357192921	01/19/23	\$1.71	14	\$23.98	0	0.00	14	\$23.98
801358193076	01/19/23	\$2.21	75	\$165.86	0	0.00	75	\$165.86
801359193064	01/19/23	\$3.70	209	\$774.19	0	0.00	209	\$774.19
801361193063	01/19/23	\$3.46	354	\$1,224.32	0	0.00	354	\$1,224.32
801362193061	01/19/23	\$4.26	140	\$595.88	0	0.00	140	\$595.88
801363193060	01/19/23	\$4.31	40	\$172.39	0	0.00	40	\$172.39
801364193064	01/19/23	\$3.61	122	\$440.56	0	0.00	122	\$440.56
801365193055	01/19/23	\$3.28	46	\$150.89	0	0.00	46	\$150.89
801366192554	01/19/23	\$2.89	4	\$11.55	0	0.00	4	\$11.55
801367193006	01/19/23	\$4.67	44	\$205.55	0	0.00	44	\$205.55
801368193058	01/19/23	\$5.71	75	\$428.50	0	0.00	75	\$428.50
801369193125	01/19/23	\$6.59	82	\$540.30	0	0.00	82	\$540.30
801370193125	01/19/23	\$5.75	44	\$253.09	0	0.00	44	\$253.09
801371191193	01/19/23	\$2.35	1	\$2.35	0	0.00	1	\$2.35
801372193132	01/19/23	\$4.89	96	\$469.55	0	0.00	96	\$469.55
801373193122	01/19/23	\$5.23	116	\$606.95	0	0.00	116	\$606.95
801374193131	01/19/23	\$5.26	106	\$557.26	0	0.00	106	\$557.26
801375193129	01/19/23	\$4.89	162	\$792.61	0	0.00	162	\$792.61
801376192244	01/19/23	\$3.98	69	\$274.30	0	0.00	69	\$274.30
801377193043	01/19/23	\$4.28	56	\$239.79	0	0.00	56	\$239.79
801379192959	01/19/23	\$5.19	63	\$327.00	0	0.00	63	\$327.00
801380192891	01/19/23	\$1.55	7	\$10.85	0	0.00	7	\$10.85
801381193045	01/19/23	\$2.12	94	\$198.99	0	0.00	94	\$198.99
801382193051	01/19/23	\$18.85	115	\$2,168.00	0	0.00	115	\$2,168.00
801383192968	01/19/23	\$2.16	17	\$36.74	0	0.00	17	\$36.74
801384193044	01/19/23	\$3.48	81	\$281.76	0	0.00	81	\$281.76
801385193044	01/19/23	\$4.22	120	\$506.91	0	0.00	120	\$506.91
801387193037	01/19/23	\$2.15	37	\$79.56	0	0.00	37	\$79.56
801388191458	01/19/23	\$1.98	5	\$9.91	0	0.00	5	\$9.91
801389193129	01/19/23	\$1.44	76	\$109.20	0	0.00	76	\$109.20
801391193065	01/19/23	\$1.30	10	\$12.95	0	0.00	10	\$12.95
801392193019	01/19/23	\$1.37	13	\$17.85	0	0.00	13	\$17.85
801393193112	01/19/23	\$1.26	23	\$28.90	0	0.00	23	\$28.90
801395193044	01/19/23	\$1.59	6	\$9.55	0	0.00	6	\$9.55
801396193113	01/19/23	\$1.86	59	\$110.00	0	0.00	59	\$110.00
801397193063	01/19/23	\$2.92	278	\$811.85	0	0.00	278	\$811.85
801398192881	01/19/23	\$2.35	45	\$105.88	0	0.00	45	\$105.88
801400193085	01/19/23	\$3.37	144	\$485.95	0	0.00	144	\$485.95
801401193054	01/19/23	\$1.35	43	\$58.17	0	0.00	43	\$58.17
801403193100	01/19/23	\$2.14	39	\$83.53	0	0.00	39	\$83.53
801404192691	01/19/23	\$0.78	15	\$11.69	0	0.00	15	\$11.69
801405192133	01/19/23	\$1.82	10	\$18.20	0	0.00	10	\$18.20
801406192982	01/19/23	\$4.30	288	\$1,237.55	0	0.00	288	\$1,237.55
801407193059	01/19/23	\$6.24	26	\$162.28	0	0.00	26	\$162.28
801408193059	01/19/23	\$3.89	21	\$81.65	0	0.00	21	\$81.65
801409192659	01/19/23	\$2.41	16	\$38.60	0	0.00	16	\$38.60
801411192992	01/19/23	\$3.52	6	\$21.10	0	0.00	6	\$21.10
801412193005	01/19/23	\$1.78	5	\$8.91	0	0.00	5	\$8.91
801413193015	01/19/23	\$2.68	29	\$77.67	0	0.00	29	\$77.67

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415191901	01/19/23	\$1.35	2	\$2.70	0	0.00	2	\$2.70
463406201213	01/20/23	\$1.00	2	\$2.00	0	0.00	2	\$2.00
463413201807	01/20/23	\$3.95	11	\$43.50	0	0.00	11	\$43.50
463418201138	01/20/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463429201966	01/20/23	\$3.83	27	\$103.50	0	0.00	27	\$103.50
463439201747	01/20/23	\$9.00	3	\$27.00	0	0.00	3	\$27.00
463448201593	01/20/23	\$3.33	6	\$20.00	0	0.00	6	\$20.00
463566201852	01/20/23	\$6.91	27	\$186.50	0	0.00	27	\$186.50
463581201623	01/20/23	\$6.50	6	\$39.00	0	0.00	6	\$39.00
801322203050	01/20/23	\$3.96	47	\$185.96	0	0.00	47	\$185.96
801323203135	01/20/23	\$6.63	536	\$3,551.16	0	0.00	536	\$3,551.16
801324202969	01/20/23	\$4.60	155	\$713.31	0	0.00	155	\$713.31
801325203133	01/20/23	\$6.04	529	\$3,194.04	0	0.00	529	\$3,194.04
801326203086	01/20/23	\$3.63	23	\$83.48	0	0.00	23	\$83.48
801327203132	01/20/23	\$4.72	155	\$731.00	0	0.00	155	\$731.00
801328203133	01/20/23	\$5.08	820	\$4,163.61	0	0.00	820	\$4,163.61
801330203133	01/20/23	\$5.09	401	\$2,042.88	0	0.00	401	\$2,042.88
801331203107	01/20/23	\$2.10	198	\$416.46	0	0.00	198	\$416.46
801332203105	01/20/23	\$4.47	81	\$362.25	0	0.00	81	\$362.25
801333203045	01/20/23	\$5.43	43	\$233.61	0	0.00	43	\$233.61
801335202930	01/20/23	\$3.71	31	\$115.00	0	0.00	31	\$115.00
801336203133	01/20/23	\$6.34	313	\$1,985.03	0	0.00	313	\$1,985.03
801338203011	01/20/23	\$3.04	34	\$103.26	0	0.00	34	\$103.26
801339203045	01/20/23	\$4.00	256	\$1,022.99	0	0.00	256	\$1,022.99
801340203134	01/20/23	\$6.86	900	\$6,175.28	0	0.00	900	\$6,175.28
801341203134	01/20/23	\$8.06	714	\$5,754.50	0	0.00	714	\$5,754.50
801342202767	01/20/23	\$4.32	16	\$69.10	0	0.00	16	\$69.10
801343203132	01/20/23	\$1.33	396	\$525.25	0	0.00	396	\$525.25
801344202157	01/20/23	\$2.35	1	\$2.35	0	0.00	1	\$2.35
801346203118	01/20/23	\$1.13	54	\$60.94	0	0.00	54	\$60.94
801347203002	01/20/23	\$2.25	33	\$74.32	0	0.00	33	\$74.32
801348202209	01/20/23	\$6.27	2	\$12.54	0	0.00	2	\$12.54
801349203080	01/20/23	\$2.03	69	\$139.74	0	0.00	69	\$139.74
801350203030	01/20/23	\$1.40	38	\$53.18	0	0.00	38	\$53.18
801351203133	01/20/23	\$1.45	544	\$789.43	0	0.00	544	\$789.43
801353203042	01/20/23	\$2.95	39	\$115.16	0	0.00	39	\$115.16
801354203089	01/20/23	\$2.07	234	\$484.99	0	0.00	234	\$484.99
801356203085	01/20/23	\$1.08	33	\$35.78	0	0.00	33	\$35.78
801357202922	01/20/23	\$2.56	13	\$33.25	0	0.00	13	\$33.25
801358203077	01/20/23	\$2.73	106	\$289.44	0	0.00	106	\$289.44
801359203065	01/20/23	\$3.41	245	\$836.37	0	0.00	245	\$836.37
801361203064	01/20/23	\$3.41	358	\$1,219.13	0	0.00	358	\$1,219.13
801362203062	01/20/23	\$3.85	145	\$558.46	0	0.00	145	\$558.46
801363203061	01/20/23	\$5.31	29	\$153.85	0	0.00	29	\$153.85
801364203065	01/20/23	\$3.56	131	\$466.18	0	0.00	131	\$466.18
801365203056	01/20/23	\$2.89	38	\$109.96	0	0.00	38	\$109.96
801366202555	01/20/23	\$2.60	2	\$5.20	0	0.00	2	\$5.20
801367203007	01/20/23	\$5.36	45	\$241.20	0	0.00	45	\$241.20
801368203059	01/20/23	\$5.11	83	\$424.15	0	0.00	83	\$424.15
801369203126	01/20/23	\$6.02	74	\$445.70	0	0.00	74	\$445.70
801370203126	01/20/23	\$6.74	49	\$330.29	0	0.00	49	\$330.29
801372203133	01/20/23	\$5.01	106	\$530.98	0	0.00	106	\$530.98
801373203123	01/20/23	\$5.39	132	\$711.20	0	0.00	132	\$711.20
801374203132	01/20/23	\$5.50	141	\$776.01	0	0.00	141	\$776.01
801375203130	01/20/23	\$4.81	213	\$1,023.96	0	0.00	213	\$1,023.96
801376202245	01/20/23	\$4.38	91	\$398.39	0	0.00	91	\$398.39
801377203044	01/20/23	\$4.06	61	\$247.87	0	0.00	61	\$247.87

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			Items	Amount	Items	Amount	Items	Amount
801379202960	01/20/23	\$5.42	77	\$417.15	0	0.00	77	\$417.15
801380202892	01/20/23	\$1.92	14	\$26.90	0	0.00	14	\$26.90
801381203046	01/20/23	\$2.36	106	\$250.00	0	0.00	106	\$250.00
801382203052	01/20/23	\$19.30	151	\$2,914.95	0	0.00	151	\$2,914.95
801383202969	01/20/23	\$2.00	18	\$35.91	0	0.00	18	\$35.91
801384203045	01/20/23	\$3.22	97	\$312.48	0	0.00	97	\$312.48
801385203045	01/20/23	\$4.06	125	\$508.08	0	0.00	125	\$508.08
801387203038	01/20/23	\$1.98	54	\$106.73	0	0.00	54	\$106.73
801388201459	01/20/23	\$2.50	2	\$4.99	0	0.00	2	\$4.99
801389203130	01/20/23	\$1.51	87	\$131.21	0	0.00	87	\$131.21
801391203066	01/20/23	\$1.44	8	\$11.53	0	0.00	8	\$11.53
801392203020	01/20/23	\$1.26	18	\$22.68	0	0.00	18	\$22.68
801393203113	01/20/23	\$1.33	25	\$33.34	0	0.00	25	\$33.34
801395203045	01/20/23	\$2.87	5	\$14.36	0	0.00	5	\$14.36
801396203114	01/20/23	\$2.10	57	\$119.84	0	0.00	57	\$119.84
801397203064	01/20/23	\$3.27	275	\$898.01	0	0.00	275	\$898.01
801398202882	01/20/23	\$2.34	36	\$84.29	0	0.00	36	\$84.29
801399202781	01/20/23	\$1.21	7	\$8.45	0	0.00	7	\$8.45
801400203086	01/20/23	\$3.15	170	\$536.18	0	0.00	170	\$536.18
801401203055	01/20/23	\$1.60	56	\$89.65	0	0.00	56	\$89.65
801403203101	01/20/23	\$1.83	39	\$71.34	0	0.00	39	\$71.34
801404202692	01/20/23	\$3.05	6	\$18.27	0	0.00	6	\$18.27
801405202134	01/20/23	\$2.29	13	\$29.71	0	0.00	13	\$29.71
801406202983	01/20/23	\$4.98	301	\$1,498.95	0	0.00	301	\$1,498.95
801407203060	01/20/23	\$6.70	21	\$140.74	0	0.00	21	\$140.74
801408203060	01/20/23	\$4.20	38	\$159.54	0	0.00	38	\$159.54
801409202660	01/20/23	\$2.56	29	\$74.35	0	0.00	29	\$74.35
801411202993	01/20/23	\$5.62	13	\$73.03	0	0.00	13	\$73.03
801412203006	01/20/23	\$2.17	8	\$17.36	0	0.00	8	\$17.36
801413203016	01/20/23	\$3.28	17	\$55.68	0	0.00	17	\$55.68
801415201902	01/20/23	\$1.51	2	\$3.01	0	0.00	2	\$3.01
463406211214	01/21/23	\$5.00	1	\$5.00	0	0.00	1	\$5.00
463413211808	01/21/23	\$3.54	11	\$38.95	0	0.00	11	\$38.95
463429211967	01/21/23	\$5.27	24	\$126.45	0	0.00	24	\$126.45
463439211748	01/21/23	\$13.00	5	\$65.00	0	0.00	5	\$65.00
463442211614	01/21/23	\$15.50	2	\$31.00	0	0.00	2	\$31.00
463448211594	01/21/23	\$5.50	6	\$33.00	0	0.00	6	\$33.00
463566211853	01/21/23	\$6.94	26	\$180.50	0	0.00	26	\$180.50
463581211624	01/21/23	\$9.83	6	\$59.00	0	0.00	6	\$59.00
801322213051	01/21/23	\$4.88	26	\$126.85	0	0.00	26	\$126.85
801323213136	01/21/23	\$7.00	616	\$4,312.07	0	0.00	616	\$4,312.07
801324212970	01/21/23	\$5.02	174	\$873.71	0	0.00	174	\$873.71
801325213134	01/21/23	\$5.95	636	\$3,781.42	0	0.00	636	\$3,781.42
801326213087	01/21/23	\$4.03	24	\$96.66	0	0.00	24	\$96.66
801327213133	01/21/23	\$5.41	170	\$919.85	0	0.00	170	\$919.85
801328213134	01/21/23	\$5.48	883	\$4,836.49	0	0.00	883	\$4,836.49
801330213134	01/21/23	\$4.43	479	\$2,121.31	0	0.00	479	\$2,121.31
801331213108	01/21/23	\$1.97	219	\$432.20	0	0.00	219	\$432.20
801332213106	01/21/23	\$4.39	77	\$338.06	0	0.00	77	\$338.06
801333213046	01/21/23	\$6.40	46	\$294.34	0	0.00	46	\$294.34
801334212481	01/21/23	\$2.35	1	\$2.35	0	0.00	1	\$2.35
801335212931	01/21/23	\$5.16	34	\$175.43	0	0.00	34	\$175.43
801336213134	01/21/23	\$6.11	367	\$2,242.92	0	0.00	367	\$2,242.92
801338213012	01/21/23	\$3.08	20	\$61.65	0	0.00	20	\$61.65
801339213046	01/21/23	\$4.02	361	\$1,450.65	0	0.00	361	\$1,450.65
801340213135	01/21/23	\$7.58	946	\$7,168.57	0	0.00	946	\$7,168.57
801341213135	01/21/23	\$8.30	849	\$7,044.65	0	0.00	849	\$7,044.65

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801342212768	01/21/23	\$3.12	16	\$49.89	0	0.00	16	\$49.89
801343213133	01/21/23	\$1.29	355	\$456.89	0	0.00	355	\$456.89
801344212158	01/21/23	\$0.87	3	\$2.61	0	0.00	3	\$2.61
801346213119	01/21/23	\$1.36	46	\$62.72	0	0.00	46	\$62.72
801347213003	01/21/23	\$1.93	35	\$67.55	0	0.00	35	\$67.55
801348212210	01/21/23	\$0.79	4	\$3.15	0	0.00	4	\$3.15
801349213081	01/21/23	\$1.88	65	\$122.37	0	0.00	65	\$122.37
801350213031	01/21/23	\$1.44	31	\$44.56	0	0.00	31	\$44.56
801351213134	01/21/23	\$1.49	532	\$792.45	0	0.00	532	\$792.45
801353213043	01/21/23	\$2.11	50	\$105.28	0	0.00	50	\$105.28
801354213090	01/21/23	\$2.37	271	\$641.72	0	0.00	271	\$641.72
801355212270	01/21/23	\$4.60	2	\$9.20	0	0.00	2	\$9.20
801356213086	01/21/23	\$1.27	43	\$54.75	0	0.00	43	\$54.75
801357212923	01/21/23	\$2.43	27	\$65.70	0	0.00	27	\$65.70
801358213078	01/21/23	\$2.42	112	\$270.51	0	0.00	112	\$270.51
801359213066	01/21/23	\$3.74	229	\$856.37	0	0.00	229	\$856.37
801361213065	01/21/23	\$3.59	363	\$1,303.25	0	0.00	363	\$1,303.25
801362213063	01/21/23	\$4.45	127	\$565.28	0	0.00	127	\$565.28
801363213062	01/21/23	\$4.25	43	\$182.70	0	0.00	43	\$182.70
801364213066	01/21/23	\$4.12	109	\$449.44	0	0.00	109	\$449.44
801365213057	01/21/23	\$4.90	22	\$107.74	0	0.00	22	\$107.74
801366212556	01/21/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801367213008	01/21/23	\$4.69	42	\$197.00	0	0.00	42	\$197.00
801368213060	01/21/23	\$5.23	84	\$439.54	0	0.00	84	\$439.54
801369213127	01/21/23	\$5.70	74	\$421.43	0	0.00	74	\$421.43
801370213127	01/21/23	\$6.59	57	\$375.56	0	0.00	57	\$375.56
801372213134	01/21/23	\$4.75	122	\$579.27	0	0.00	122	\$579.27
801373213124	01/21/23	\$5.65	120	\$678.37	0	0.00	120	\$678.37
801374213133	01/21/23	\$5.20	161	\$836.46	0	0.00	161	\$836.46
801375213131	01/21/23	\$5.20	261	\$1,356.59	0	0.00	261	\$1,356.59
801376212246	01/21/23	\$3.72	147	\$546.71	0	0.00	147	\$546.71
801377213045	01/21/23	\$3.83	113	\$433.00	0	0.00	113	\$433.00
801379212961	01/21/23	\$5.39	93	\$501.48	0	0.00	93	\$501.48
801380212893	01/21/23	\$1.65	18	\$29.77	0	0.00	18	\$29.77
801381213047	01/21/23	\$2.33	95	\$221.62	0	0.00	95	\$221.62
801382213053	01/21/23	\$19.75	167	\$3,298.00	0	0.00	167	\$3,298.00
801383212970	01/21/23	\$1.75	20	\$35.01	0	0.00	20	\$35.01
801384213046	01/21/23	\$3.76	114	\$429.12	0	0.00	114	\$429.12
801385213046	01/21/23	\$4.34	179	\$776.95	0	0.00	179	\$776.95
801387213039	01/21/23	\$1.92	50	\$95.91	0	0.00	50	\$95.91
801388211460	01/21/23	\$2.99	3	\$8.97	0	0.00	3	\$8.97
801389213131	01/21/23	\$1.46	85	\$124.29	0	0.00	85	\$124.29
801391213067	01/21/23	\$1.17	8	\$9.33	0	0.00	8	\$9.33
801392213021	01/21/23	\$1.59	14	\$22.22	0	0.00	14	\$22.22
801393213114	01/21/23	\$1.32	26	\$34.40	0	0.00	26	\$34.40
801395213046	01/21/23	\$1.47	6	\$8.81	0	0.00	6	\$8.81
801396213115	01/21/23	\$2.50	54	\$134.87	0	0.00	54	\$134.87
801397213065	01/21/23	\$3.39	348	\$1,181.28	0	0.00	348	\$1,181.28
801398212883	01/21/23	\$2.19	39	\$85.56	0	0.00	39	\$85.56
801399212782	01/21/23	\$2.35	3	\$7.05	0	0.00	3	\$7.05
801400213087	01/21/23	\$3.63	141	\$511.35	0	0.00	141	\$511.35
801401213056	01/21/23	\$1.56	48	\$75.03	0	0.00	48	\$75.03
801403213102	01/21/23	\$1.68	44	\$74.02	0	0.00	44	\$74.02
801404212693	01/21/23	\$2.07	8	\$16.57	0	0.00	8	\$16.57
801405212135	01/21/23	\$3.33	20	\$66.61	0	0.00	20	\$66.61
801406212984	01/21/23	\$6.96	263	\$1,831.25	0	0.00	263	\$1,831.25
801407213061	01/21/23	\$5.33	21	\$111.99	0	0.00	21	\$111.99

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408213061	01/21/23	\$3.61	56	\$201.98	0	0.00	56	\$201.98
801409212661	01/21/23	\$2.17	26	\$56.45	0	0.00	26	\$56.45
801411212994	01/21/23	\$4.01	13	\$52.17	0	0.00	13	\$52.17
801412213007	01/21/23	\$1.60	8	\$12.77	0	0.00	8	\$12.77
801413213017	01/21/23	\$2.85	13	\$37.05	0	0.00	13	\$37.05
801415211903	01/21/23	\$2.94	4	\$11.77	0	0.00	4	\$11.77
463406221215	01/22/23	\$12.06	7	\$84.45	0	0.00	7	\$84.45
463413221809	01/22/23	\$4.60	24	\$110.50	0	0.00	24	\$110.50
463418221139	01/22/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463425220889	01/22/23	\$5.00	1	\$5.00	0	0.00	1	\$5.00
463429221968	01/22/23	\$3.89	14	\$54.50	0	0.00	14	\$54.50
463439221749	01/22/23	\$7.79	5	\$38.95	0	0.00	5	\$38.95
463442221615	01/22/23	\$16.67	6	\$100.00	0	0.00	6	\$100.00
463448221595	01/22/23	\$5.75	8	\$46.00	0	0.00	8	\$46.00
463566221854	01/22/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463581221625	01/22/23	\$6.30	5	\$31.50	0	0.00	5	\$31.50
801322223052	01/22/23	\$4.37	55	\$240.45	0	0.00	55	\$240.45
801323223137	01/22/23	\$7.38	748	\$5,521.74	0	0.00	748	\$5,521.74
801324222971	01/22/23	\$4.54	201	\$911.90	0	0.00	201	\$911.90
801325223135	01/22/23	\$6.54	825	\$5,396.02	0	0.00	825	\$5,396.02
801326223088	01/22/23	\$5.61	44	\$246.94	0	0.00	44	\$246.94
801327223134	01/22/23	\$5.64	213	\$1,200.43	0	0.00	213	\$1,200.43
801328223135	01/22/23	\$5.69	1,019	\$5,798.73	0	0.00	1,019	\$5,798.73
801330223135	01/22/23	\$4.67	484	\$2,262.26	0	0.00	484	\$2,262.26
801331223109	01/22/23	\$2.43	226	\$549.26	0	0.00	226	\$549.26
801332223107	01/22/23	\$4.02	94	\$378.19	0	0.00	94	\$378.19
801333223047	01/22/23	\$4.40	78	\$343.28	0	0.00	78	\$343.28
801335222932	01/22/23	\$4.43	42	\$186.26	0	0.00	42	\$186.26
801336223135	01/22/23	\$6.30	521	\$3,282.05	0	0.00	521	\$3,282.05
801338223013	01/22/23	\$3.33	29	\$96.45	0	0.00	29	\$96.45
801339223047	01/22/23	\$4.01	434	\$1,738.70	0	0.00	434	\$1,738.70
801340223136	01/22/23	\$7.15	1,425	\$10,190.43	0	0.00	1,425	\$10,190.43
801341223136	01/22/23	\$8.73	977	\$8,525.93	0	0.00	977	\$8,525.93
801342222769	01/22/23	\$4.05	15	\$60.70	0	0.00	15	\$60.70
801343223134	01/22/23	\$1.52	175	\$266.75	0	0.00	175	\$266.75
801344222159	01/22/23	\$1.51	5	\$7.57	0	0.00	5	\$7.57
801346223120	01/22/23	\$1.81	19	\$34.35	0	0.00	19	\$34.35
801347223004	01/22/23	\$1.68	7	\$11.75	0	0.00	7	\$11.75
801348222211	01/22/23	\$1.94	5	\$9.71	0	0.00	5	\$9.71
801349223082	01/22/23	\$1.75	11	\$19.20	0	0.00	11	\$19.20
801350223032	01/22/23	\$2.18	10	\$21.80	0	0.00	10	\$21.80
801351223135	01/22/23	\$1.53	790	\$1,209.39	0	0.00	790	\$1,209.39
801353223044	01/22/23	\$2.63	47	\$123.79	0	0.00	47	\$123.79
801354223091	01/22/23	\$2.18	521	\$1,136.92	0	0.00	521	\$1,136.92
801355222271	01/22/23	\$5.13	3	\$15.40	0	0.00	3	\$15.40
801356223087	01/22/23	\$1.48	30	\$44.37	0	0.00	30	\$44.37
801357222924	01/22/23	\$1.46	42	\$61.23	0	0.00	42	\$61.23
801358223079	01/22/23	\$2.39	168	\$401.84	0	0.00	168	\$401.84
801359223067	01/22/23	\$3.48	333	\$1,159.39	0	0.00	333	\$1,159.39
801361223066	01/22/23	\$3.19	508	\$1,621.30	0	0.00	508	\$1,621.30
801362223064	01/22/23	\$3.94	164	\$646.40	0	0.00	164	\$646.40
801363223063	01/22/23	\$2.96	56	\$165.67	0	0.00	56	\$165.67
801364223067	01/22/23	\$3.98	138	\$549.16	0	0.00	138	\$549.16
801365223058	01/22/23	\$3.52	46	\$161.85	0	0.00	46	\$161.85
801366222557	01/22/23	\$2.85	7	\$19.95	0	0.00	7	\$19.95
801367223009	01/22/23	\$4.59	83	\$381.35	0	0.00	83	\$381.35
801368223061	01/22/23	\$5.46	107	\$584.40	0	0.00	107	\$584.40

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801369223128	01/22/23	\$7.35	79	\$580.47	0	0.00	79	\$580.47
801370223128	01/22/23	\$4.99	118	\$588.49	0	0.00	118	\$588.49
801372223135	01/22/23	\$5.51	188	\$1,035.33	0	0.00	188	\$1,035.33
801373223125	01/22/23	\$5.51	216	\$1,189.67	0	0.00	216	\$1,189.67
801374223134	01/22/23	\$5.48	223	\$1,221.71	0	0.00	223	\$1,221.71
801375223132	01/22/23	\$5.67	320	\$1,813.26	0	0.00	320	\$1,813.26
801376222247	01/22/23	\$3.90	108	\$421.20	0	0.00	108	\$421.20
801377223046	01/22/23	\$4.06	205	\$832.52	0	0.00	205	\$832.52
801379222962	01/22/23	\$5.38	90	\$483.80	0	0.00	90	\$483.80
801380222894	01/22/23	\$1.84	70	\$128.56	0	0.00	70	\$128.56
801381223048	01/22/23	\$2.15	136	\$292.72	0	0.00	136	\$292.72
801382223054	01/22/23	\$19.54	229	\$4,473.60	0	0.00	229	\$4,473.60
801383222971	01/22/23	\$2.05	38	\$77.97	0	0.00	38	\$77.97
801384223047	01/22/23	\$3.27	131	\$427.99	0	0.00	131	\$427.99
801385223047	01/22/23	\$4.10	176	\$721.64	0	0.00	176	\$721.64
801387223040	01/22/23	\$1.99	47	\$93.38	0	0.00	47	\$93.38
801388221461	01/22/23	\$2.79	8	\$22.35	0	0.00	8	\$22.35
801389223132	01/22/23	\$1.24	79	\$97.89	0	0.00	79	\$97.89
801391223068	01/22/23	\$0.77	11	\$8.52	0	0.00	11	\$8.52
801392223022	01/22/23	\$1.74	26	\$45.35	0	0.00	26	\$45.35
801393223115	01/22/23	\$1.21	36	\$43.73	0	0.00	36	\$43.73
801395223047	01/22/23	\$2.18	5	\$10.88	0	0.00	5	\$10.88
801396223116	01/22/23	\$1.93	156	\$301.15	0	0.00	156	\$301.15
801397223066	01/22/23	\$3.37	384	\$1,292.49	0	0.00	384	\$1,292.49
801398222884	01/22/23	\$2.34	88	\$205.54	0	0.00	88	\$205.54
801400223088	01/22/23	\$3.17	189	\$598.46	0	0.00	189	\$598.46
801401223057	01/22/23	\$3.54	4	\$14.16	0	0.00	4	\$14.16
801403223103	01/22/23	\$1.93	19	\$36.75	0	0.00	19	\$36.75
801404222694	01/22/23	\$2.23	29	\$64.73	0	0.00	29	\$64.73
801405222136	01/22/23	\$2.96	45	\$133.09	0	0.00	45	\$133.09
801406222985	01/22/23	\$19.88	200	\$3,976.85	0	0.00	200	\$3,976.85
801407223062	01/22/23	\$4.23	42	\$177.65	0	0.00	42	\$177.65
801408223062	01/22/23	\$3.32	64	\$212.47	0	0.00	64	\$212.47
801409222662	01/22/23	\$1.75	9	\$15.78	0	0.00	9	\$15.78
801411222995	01/22/23	\$6.31	11	\$69.45	0	0.00	11	\$69.45
801412223008	01/22/23	\$1.63	10	\$16.28	0	0.00	10	\$16.28
801413223018	01/22/23	\$4.65	19	\$88.33	0	0.00	19	\$88.33
801415221904	01/22/23	\$1.17	2	\$2.33	0	0.00	2	\$2.33
463406231216	01/23/23	\$7.50	1	\$7.50	0	0.00	1	\$7.50
463413231810	01/23/23	\$4.23	30	\$126.95	0	0.00	30	\$126.95
463425230890	01/23/23	\$0.45	1	\$0.45	0	0.00	1	\$0.45
463429231969	01/23/23	\$2.11	14	\$29.50	0	0.00	14	\$29.50
463439231750	01/23/23	\$5.63	4	\$22.50	0	0.00	4	\$22.50
463442231616	01/23/23	\$13.25	6	\$79.50	0	0.00	6	\$79.50
463448231596	01/23/23	\$7.50	6	\$45.00	0	0.00	6	\$45.00
463581231626	01/23/23	\$5.00	7	\$35.00	0	0.00	7	\$35.00
801322233053	01/23/23	\$3.90	59	\$230.25	0	0.00	59	\$230.25
801323233138	01/23/23	\$7.30	751	\$5,485.02	0	0.00	751	\$5,485.02
801324232972	01/23/23	\$4.47	215	\$961.45	0	0.00	215	\$961.45
801325233136	01/23/23	\$6.46	795	\$5,133.17	0	0.00	795	\$5,133.17
801326233089	01/23/23	\$4.12	49	\$201.76	0	0.00	49	\$201.76
801327233135	01/23/23	\$5.13	175	\$898.51	0	0.00	175	\$898.51
801328233136	01/23/23	\$5.86	859	\$5,029.84	0	0.00	859	\$5,029.84
801330233136	01/23/23	\$4.84	451	\$2,182.09	0	0.00	451	\$2,182.09
801331233110	01/23/23	\$2.36	199	\$469.50	0	0.00	199	\$469.50
801332233108	01/23/23	\$3.58	54	\$193.06	0	0.00	54	\$193.06
801333233048	01/23/23	\$4.46	66	\$294.48	0	0.00	66	\$294.48

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801335232933	01/23/23	\$3.81	44	\$167.85	0	0.00	44	\$167.85
801336233136	01/23/23	\$6.57	391	\$2,569.93	0	0.00	391	\$2,569.93
801338233014	01/23/23	\$3.40	30	\$102.05	0	0.00	30	\$102.05
801339233048	01/23/23	\$3.82	378	\$1,445.59	0	0.00	378	\$1,445.59
801340233137	01/23/23	\$7.01	1,456	\$10,213.59	0	0.00	1,456	\$10,213.59
801341233137	01/23/23	\$7.69	973	\$7,481.50	0	0.00	973	\$7,481.50
801342232770	01/23/23	\$2.97	17	\$50.45	0	0.00	17	\$50.45
801343233135	01/23/23	\$1.54	170	\$262.08	0	0.00	170	\$262.08
801344232160	01/23/23	\$1.65	3	\$4.95	0	0.00	3	\$4.95
801346233121	01/23/23	\$1.26	23	\$29.06	0	0.00	23	\$29.06
801347233005	01/23/23	\$1.41	7	\$9.89	0	0.00	7	\$9.89
801348232212	01/23/23	\$1.54	4	\$6.15	0	0.00	4	\$6.15
801349233083	01/23/23	\$1.68	6	\$10.10	0	0.00	6	\$10.10
801350233033	01/23/23	\$1.48	17	\$25.16	0	0.00	17	\$25.16
801351233136	01/23/23	\$1.66	786	\$1,300.95	0	0.00	786	\$1,300.95
801353233045	01/23/23	\$2.46	52	\$128.08	0	0.00	52	\$128.08
801354233092	01/23/23	\$2.44	567	\$1,381.05	0	0.00	567	\$1,381.05
801355232272	01/23/23	\$3.51	5	\$17.56	0	0.00	5	\$17.56
801356233088	01/23/23	\$2.01	16	\$32.17	0	0.00	16	\$32.17
801357232925	01/23/23	\$2.13	16	\$34.04	0	0.00	16	\$34.04
801358233080	01/23/23	\$2.70	196	\$528.77	0	0.00	196	\$528.77
801359233068	01/23/23	\$3.55	262	\$930.43	0	0.00	262	\$930.43
801361233067	01/23/23	\$3.57	381	\$1,359.44	0	0.00	381	\$1,359.44
801362233065	01/23/23	\$4.50	116	\$521.77	0	0.00	116	\$521.77
801363233064	01/23/23	\$4.86	38	\$184.55	0	0.00	38	\$184.55
801364233068	01/23/23	\$2.99	109	\$326.36	0	0.00	109	\$326.36
801365233059	01/23/23	\$3.61	50	\$180.68	0	0.00	50	\$180.68
801366232558	01/23/23	\$2.90	9	\$26.10	0	0.00	9	\$26.10
801367233010	01/23/23	\$5.06	73	\$369.70	0	0.00	73	\$369.70
801368233062	01/23/23	\$4.60	113	\$519.55	0	0.00	113	\$519.55
801369233129	01/23/23	\$6.90	77	\$531.44	0	0.00	77	\$531.44
801370233129	01/23/23	\$6.78	90	\$610.35	0	0.00	90	\$610.35
801372233136	01/23/23	\$4.47	172	\$768.26	0	0.00	172	\$768.26
801373233126	01/23/23	\$4.96	160	\$792.97	0	0.00	160	\$792.97
801374233135	01/23/23	\$5.50	166	\$913.68	0	0.00	166	\$913.68
801375233133	01/23/23	\$5.51	245	\$1,350.72	0	0.00	245	\$1,350.72
801376232248	01/23/23	\$4.38	87	\$381.18	0	0.00	87	\$381.18
801377233047	01/23/23	\$4.10	139	\$570.24	0	0.00	139	\$570.24
801379232963	01/23/23	\$4.72	85	\$401.30	0	0.00	85	\$401.30
801380232895	01/23/23	\$1.94	47	\$91.21	0	0.00	47	\$91.21
801381233049	01/23/23	\$2.29	137	\$313.76	0	0.00	137	\$313.76
801382233055	01/23/23	\$19.11	220	\$4,204.25	0	0.00	220	\$4,204.25
801383232972	01/23/23	\$1.96	35	\$68.43	0	0.00	35	\$68.43
801384233048	01/23/23	\$3.05	127	\$387.41	0	0.00	127	\$387.41
801385233048	01/23/23	\$4.09	135	\$552.35	0	0.00	135	\$552.35
801387233041	01/23/23	\$2.29	57	\$130.46	0	0.00	57	\$130.46
801388231462	01/23/23	\$1.93	3	\$5.80	0	0.00	3	\$5.80
801389233133	01/23/23	\$1.92	31	\$59.51	0	0.00	31	\$59.51
801391233069	01/23/23	\$1.57	6	\$9.42	0	0.00	6	\$9.42
801392233023	01/23/23	\$1.47	19	\$27.87	0	0.00	19	\$27.87
801393233116	01/23/23	\$1.25	23	\$28.73	0	0.00	23	\$28.73
801395233048	01/23/23	\$7.68	3	\$23.05	0	0.00	3	\$23.05
801396233117	01/23/23	\$2.22	197	\$437.36	0	0.00	197	\$437.36
801397233067	01/23/23	\$3.74	329	\$1,228.88	0	0.00	329	\$1,228.88
801398232885	01/23/23	\$2.60	147	\$382.31	0	0.00	147	\$382.31
801399232783	01/23/23	\$1.55	5	\$7.75	0	0.00	5	\$7.75
801400233089	01/23/23	\$3.07	186	\$570.89	0	0.00	186	\$570.89

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801401233058	01/23/23	\$2.03	20	\$40.66	0	0.00	20	\$40.66
801403233104	01/23/23	\$1.71	30	\$51.25	0	0.00	30	\$51.25
801404232695	01/23/23	\$2.58	23	\$59.41	0	0.00	23	\$59.41
801405232137	01/23/23	\$3.03	65	\$196.81	0	0.00	65	\$196.81
801406232986	01/23/23	\$20.35	196	\$3,988.60	0	0.00	196	\$3,988.60
801407233063	01/23/23	\$4.52	41	\$185.13	0	0.00	41	\$185.13
801408233063	01/23/23	\$3.06	52	\$159.16	0	0.00	52	\$159.16
801409232663	01/23/23	\$2.04	31	\$63.31	0	0.00	31	\$63.31
801411232996	01/23/23	\$4.52	27	\$122.03	0	0.00	27	\$122.03
801412233009	01/23/23	\$2.07	14	\$28.95	0	0.00	14	\$28.95
801413233019	01/23/23	\$3.14	10	\$31.42	0	0.00	10	\$31.42
801415231905	01/23/23	\$1.69	8	\$13.52	0	0.00	8	\$13.52
463413241811	01/24/23	\$3.36	7	\$23.50	0	0.00	7	\$23.50
463418241140	01/24/23	\$5.00	1	\$5.00	0	0.00	1	\$5.00
463429241970	01/24/23	\$5.92	20	\$118.45	0	0.00	20	\$118.45
463439241751	01/24/23	\$7.75	2	\$15.50	0	0.00	2	\$15.50
463442241617	01/24/23	\$8.50	3	\$25.50	0	0.00	3	\$25.50
463448241597	01/24/23	\$2.42	6	\$14.50	0	0.00	6	\$14.50
463566241855	01/24/23	\$8.04	24	\$193.00	0	0.00	24	\$193.00
463581241627	01/24/23	\$7.81	8	\$62.45	0	0.00	8	\$62.45
801322243054	01/24/23	\$3.93	35	\$137.70	0	0.00	35	\$137.70
801323243139	01/24/23	\$6.32	555	\$3,505.00	0	0.00	555	\$3,505.00
801324242973	01/24/23	\$4.94	139	\$686.36	0	0.00	139	\$686.36
801325243137	01/24/23	\$6.10	449	\$2,738.77	0	0.00	449	\$2,738.77
801326243090	01/24/23	\$3.60	30	\$107.92	0	0.00	30	\$107.92
801327243136	01/24/23	\$5.44	139	\$755.70	0	0.00	139	\$755.70
801328243137	01/24/23	\$4.85	780	\$3,784.18	0	0.00	780	\$3,784.18
801330243137	01/24/23	\$4.31	394	\$1,699.79	0	0.00	394	\$1,699.79
801331243111	01/24/23	\$1.84	208	\$383.31	0	0.00	208	\$383.31
801332243109	01/24/23	\$4.67	47	\$219.62	0	0.00	47	\$219.62
801333243049	01/24/23	\$5.20	42	\$218.45	0	0.00	42	\$218.45
801334242483	01/24/23	\$2.30	2	\$4.60	0	0.00	2	\$4.60
801335242934	01/24/23	\$3.43	32	\$109.85	0	0.00	32	\$109.85
801336243137	01/24/23	\$5.42	256	\$1,387.58	0	0.00	256	\$1,387.58
801338243015	01/24/23	\$2.70	19	\$51.31	0	0.00	19	\$51.31
801339243049	01/24/23	\$4.09	209	\$855.59	0	0.00	209	\$855.59
801340243138	01/24/23	\$7.19	868	\$6,240.59	0	0.00	868	\$6,240.59
801341243138	01/24/23	\$7.60	809	\$6,145.85	0	0.00	809	\$6,145.85
801342242771	01/24/23	\$3.98	8	\$31.80	0	0.00	8	\$31.80
801343243136	01/24/23	\$1.28	355	\$455.42	0	0.00	355	\$455.42
801344242161	01/24/23	\$1.64	6	\$9.83	0	0.00	6	\$9.83
801346243122	01/24/23	\$1.12	63	\$70.85	0	0.00	63	\$70.85
801347243006	01/24/23	\$1.75	37	\$64.59	0	0.00	37	\$64.59
801348242213	01/24/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801349243084	01/24/23	\$1.61	95	\$152.69	0	0.00	95	\$152.69
801350243034	01/24/23	\$1.31	51	\$66.60	0	0.00	51	\$66.60
801351243137	01/24/23	\$1.44	455	\$655.21	0	0.00	455	\$655.21
801353243046	01/24/23	\$2.93	35	\$102.66	0	0.00	35	\$102.66
801354243093	01/24/23	\$2.33	204	\$475.21	0	0.00	204	\$475.21
801355242273	01/24/23	\$5.06	2	\$10.11	0	0.00	2	\$10.11
801356243089	01/24/23	\$1.25	41	\$51.08	0	0.00	41	\$51.08
801357242926	01/24/23	\$3.30	9	\$29.71	0	0.00	9	\$29.71
801358243081	01/24/23	\$2.29	112	\$256.74	0	0.00	112	\$256.74
801359243069	01/24/23	\$3.38	174	\$588.71	0	0.00	174	\$588.71
801361243068	01/24/23	\$3.46	277	\$959.37	0	0.00	277	\$959.37
801362243066	01/24/23	\$3.55	87	\$309.27	0	0.00	87	\$309.27
801363243065	01/24/23	\$4.60	34	\$156.36	0	0.00	34	\$156.36

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801364243069	01/24/23	\$3.48	101	\$351.71	0	0.00	101	\$351.71
801365243060	01/24/23	\$4.81	30	\$144.18	0	0.00	30	\$144.18
801366242559	01/24/23	\$6.35	1	\$6.35	0	0.00	1	\$6.35
801367243011	01/24/23	\$4.76	32	\$152.35	0	0.00	32	\$152.35
801368243063	01/24/23	\$5.27	54	\$284.40	0	0.00	54	\$284.40
801369243130	01/24/23	\$7.76	57	\$442.23	0	0.00	57	\$442.23
801370243130	01/24/23	\$6.92	51	\$352.73	0	0.00	51	\$352.73
801372243137	01/24/23	\$4.43	91	\$403.58	0	0.00	91	\$403.58
801373243127	01/24/23	\$4.54	106	\$481.09	0	0.00	106	\$481.09
801374243136	01/24/23	\$5.66	101	\$571.23	0	0.00	101	\$571.23
801375243134	01/24/23	\$5.35	223	\$1,194.04	0	0.00	223	\$1,194.04
801376242249	01/24/23	\$4.17	62	\$258.80	0	0.00	62	\$258.80
801377243048	01/24/23	\$4.27	66	\$281.78	0	0.00	66	\$281.78
801379242964	01/24/23	\$5.51	72	\$396.95	0	0.00	72	\$396.95
801380242896	01/24/23	\$1.56	12	\$18.68	0	0.00	12	\$18.68
801381243050	01/24/23	\$2.24	116	\$260.11	0	0.00	116	\$260.11
801382243056	01/24/23	\$19.45	127	\$2,469.55	0	0.00	127	\$2,469.55
801383242973	01/24/23	\$2.04	20	\$40.80	0	0.00	20	\$40.80
801384243049	01/24/23	\$3.30	111	\$366.32	0	0.00	111	\$366.32
801385243049	01/24/23	\$4.34	91	\$395.12	0	0.00	91	\$395.12
801387243042	01/24/23	\$1.85	37	\$68.53	0	0.00	37	\$68.53
801389243134	01/24/23	\$1.45	100	\$144.62	0	0.00	100	\$144.62
801391243070	01/24/23	\$0.81	7	\$5.65	0	0.00	7	\$5.65
801392243024	01/24/23	\$1.32	16	\$21.07	0	0.00	16	\$21.07
801393243117	01/24/23	\$1.33	24	\$31.90	0	0.00	24	\$31.90
801395243049	01/24/23	\$0.98	4	\$3.90	0	0.00	4	\$3.90
801396243118	01/24/23	\$1.77	45	\$79.73	0	0.00	45	\$79.73
801397243068	01/24/23	\$2.83	291	\$824.40	0	0.00	291	\$824.40
801398242886	01/24/23	\$2.46	48	\$117.96	0	0.00	48	\$117.96
801399242784	01/24/23	\$1.77	3	\$5.30	0	0.00	3	\$5.30
801400243090	01/24/23	\$3.41	147	\$501.43	0	0.00	147	\$501.43
801401243059	01/24/23	\$1.71	50	\$85.48	0	0.00	50	\$85.48
801403243105	01/24/23	\$1.82	36	\$65.51	0	0.00	36	\$65.51
801404242696	01/24/23	\$2.49	18	\$44.77	0	0.00	18	\$44.77
801405242138	01/24/23	\$2.91	23	\$66.93	0	0.00	23	\$66.93
801406242987	01/24/23	\$4.87	295	\$1,436.95	0	0.00	295	\$1,436.95
801407243064	01/24/23	\$6.55	28	\$183.26	0	0.00	28	\$183.26
801408243064	01/24/23	\$3.04	35	\$106.25	0	0.00	35	\$106.25
801409242664	01/24/23	\$2.45	29	\$71.15	0	0.00	29	\$71.15
801411242997	01/24/23	\$7.16	19	\$136.00	0	0.00	19	\$136.00
801412243010	01/24/23	\$1.21	7	\$8.44	0	0.00	7	\$8.44
801413243020	01/24/23	\$4.10	11	\$45.10	0	0.00	11	\$45.10
801415241906	01/24/23	\$1.10	1	\$1.10	0	0.00	1	\$1.10
463413251812	01/25/23	\$4.50	11	\$49.50	0	0.00	11	\$49.50
463418251141	01/25/23	\$5.25	2	\$10.50	0	0.00	2	\$10.50
463429251971	01/25/23	\$4.31	32	\$137.95	0	0.00	32	\$137.95
463439251752	01/25/23	\$5.75	2	\$11.50	0	0.00	2	\$11.50
463442251618	01/25/23	\$2.50	1	\$2.50	0	0.00	1	\$2.50
463448251598	01/25/23	\$4.35	13	\$56.50	0	0.00	13	\$56.50
463566251856	01/25/23	\$7.17	29	\$208.00	0	0.00	29	\$208.00
463581251628	01/25/23	\$2.33	3	\$7.00	0	0.00	3	\$7.00
801322253055	01/25/23	\$2.91	33	\$96.04	0	0.00	33	\$96.04
801323253140	01/25/23	\$6.53	498	\$3,251.91	0	0.00	498	\$3,251.91
801324252974	01/25/23	\$4.25	110	\$467.96	0	0.00	110	\$467.96
801325253138	01/25/23	\$5.43	470	\$2,550.31	0	0.00	470	\$2,550.31
801326253091	01/25/23	\$4.06	27	\$109.65	0	0.00	27	\$109.65
801327253137	01/25/23	\$5.87	143	\$838.93	0	0.00	143	\$838.93

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			Items	Amount	Items	Amount	Items	Amount
801328253138	01/25/23	\$4.87	801	\$3,904.83	0	0.00	801	\$3,904.83
801330253138	01/25/23	\$4.59	412	\$1,891.93	0	0.00	412	\$1,891.93
801331253112	01/25/23	\$1.72	175	\$301.34	0	0.00	175	\$301.34
801332253110	01/25/23	\$4.16	62	\$257.99	0	0.00	62	\$257.99
801333253050	01/25/23	\$5.33	46	\$245.12	0	0.00	46	\$245.12
801335252935	01/25/23	\$2.97	44	\$130.78	0	0.00	44	\$130.78
801336253138	01/25/23	\$5.99	232	\$1,388.80	0	0.00	232	\$1,388.80
801338253016	01/25/23	\$3.43	20	\$68.50	0	0.00	20	\$68.50
801339253050	01/25/23	\$4.12	183	\$754.83	0	0.00	183	\$754.83
801340253139	01/25/23	\$6.34	747	\$4,733.00	0	0.00	747	\$4,733.00
801341253139	01/25/23	\$7.91	739	\$5,847.50	0	0.00	739	\$5,847.50
801342252772	01/25/23	\$3.10	6	\$18.60	0	0.00	6	\$18.60
801343253137	01/25/23	\$1.26	379	\$477.91	0	0.00	379	\$477.91
801344252162	01/25/23	\$1.45	10	\$14.47	0	0.00	10	\$14.47
801346253123	01/25/23	\$1.35	43	\$57.85	0	0.00	43	\$57.85
801347253007	01/25/23	\$2.17	33	\$71.71	0	0.00	33	\$71.71
801349253085	01/25/23	\$1.86	69	\$128.26	0	0.00	69	\$128.26
801350253035	01/25/23	\$1.61	60	\$96.64	0	0.00	60	\$96.64
801351253138	01/25/23	\$1.34	460	\$617.50	0	0.00	460	\$617.50
801353253047	01/25/23	\$2.34	34	\$79.65	0	0.00	34	\$79.65
801354253094	01/25/23	\$2.20	171	\$375.41	0	0.00	171	\$375.41
801355252274	01/25/23	\$4.76	4	\$19.04	0	0.00	4	\$19.04
801356253090	01/25/23	\$1.04	45	\$46.95	0	0.00	45	\$46.95
801357252927	01/25/23	\$2.50	14	\$34.95	0	0.00	14	\$34.95
801358253082	01/25/23	\$2.25	63	\$141.49	0	0.00	63	\$141.49
801359253070	01/25/23	\$3.11	202	\$628.56	0	0.00	202	\$628.56
801361253069	01/25/23	\$3.15	375	\$1,179.95	0	0.00	375	\$1,179.95
801362253067	01/25/23	\$4.26	86	\$366.50	0	0.00	86	\$366.50
801363253066	01/25/23	\$4.56	39	\$177.92	0	0.00	39	\$177.92
801364253070	01/25/23	\$3.22	136	\$437.42	0	0.00	136	\$437.42
801365253061	01/25/23	\$2.79	38	\$106.05	0	0.00	38	\$106.05
801366252560	01/25/23	\$4.35	2	\$8.70	0	0.00	2	\$8.70
801367253012	01/25/23	\$4.58	47	\$215.40	0	0.00	47	\$215.40
801368253064	01/25/23	\$6.22	59	\$367.20	0	0.00	59	\$367.20
801369253131	01/25/23	\$5.63	54	\$303.77	0	0.00	54	\$303.77
801370253131	01/25/23	\$5.81	43	\$249.63	0	0.00	43	\$249.63
801372253138	01/25/23	\$5.29	80	\$423.35	0	0.00	80	\$423.35
801373253128	01/25/23	\$4.87	94	\$457.44	0	0.00	94	\$457.44
801374253137	01/25/23	\$5.25	115	\$603.99	0	0.00	115	\$603.99
801375253135	01/25/23	\$4.46	193	\$860.77	0	0.00	193	\$860.77
801376252250	01/25/23	\$4.45	79	\$351.60	0	0.00	79	\$351.60
801377253049	01/25/23	\$3.87	50	\$193.65	0	0.00	50	\$193.65
801379252965	01/25/23	\$3.98	67	\$266.95	0	0.00	67	\$266.95
801380252897	01/25/23	\$1.53	16	\$24.50	0	0.00	16	\$24.50
801381253051	01/25/23	\$2.07	107	\$221.65	0	0.00	107	\$221.65
801382253057	01/25/23	\$19.08	147	\$2,804.85	0	0.00	147	\$2,804.85
801383252974	01/25/23	\$2.04	15	\$30.59	0	0.00	15	\$30.59
801384253050	01/25/23	\$3.44	110	\$377.98	0	0.00	110	\$377.98
801385253050	01/25/23	\$4.10	96	\$393.80	0	0.00	96	\$393.80
801387253043	01/25/23	\$2.31	36	\$83.02	0	0.00	36	\$83.02
801389253135	01/25/23	\$1.64	91	\$149.05	0	0.00	91	\$149.05
801391253071	01/25/23	\$1.01	15	\$15.20	0	0.00	15	\$15.20
801392253025	01/25/23	\$1.20	13	\$15.60	0	0.00	13	\$15.60
801393253118	01/25/23	\$1.36	23	\$31.31	0	0.00	23	\$31.31
801395253050	01/25/23	\$1.00	5	\$5.00	0	0.00	5	\$5.00
801396253119	01/25/23	\$2.04	56	\$114.14	0	0.00	56	\$114.14
801397253069	01/25/23	\$3.34	251	\$838.55	0	0.00	251	\$838.55

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801398252887	01/25/23	\$2.67	30	\$80.19	0	0.00	30	\$80.19
801399252785	01/25/23	\$4.35	2	\$8.70	0	0.00	2	\$8.70
801400253091	01/25/23	\$3.72	140	\$520.78	0	0.00	140	\$520.78
801401253060	01/25/23	\$2.79	38	\$105.87	0	0.00	38	\$105.87
801403253106	01/25/23	\$1.76	38	\$66.70	0	0.00	38	\$66.70
801404252697	01/25/23	\$2.67	11	\$29.32	0	0.00	11	\$29.32
801405252139	01/25/23	\$2.21	16	\$35.37	0	0.00	16	\$35.37
801406252988	01/25/23	\$4.41	269	\$1,185.85	0	0.00	269	\$1,185.85
801407253065	01/25/23	\$6.02	29	\$174.72	0	0.00	29	\$174.72
801408253065	01/25/23	\$3.18	33	\$104.95	0	0.00	33	\$104.95
801409252665	01/25/23	\$2.98	39	\$116.33	0	0.00	39	\$116.33
801411252998	01/25/23	\$4.71	13	\$61.26	0	0.00	13	\$61.26
801412253011	01/25/23	\$1.40	11	\$15.42	0	0.00	11	\$15.42
801413253021	01/25/23	\$3.45	12	\$41.44	0	0.00	12	\$41.44
801415251907	01/25/23	\$2.18	5	\$10.92	0	0.00	5	\$10.92
463413261813	01/26/23	\$4.89	9	\$44.00	0	0.00	9	\$44.00
463418261142	01/26/23	\$3.75	2	\$7.50	0	0.00	2	\$7.50
463429261972	01/26/23	\$5.33	21	\$111.95	0	0.00	21	\$111.95
463439261753	01/26/23	\$3.75	2	\$7.50	0	0.00	2	\$7.50
463442261619	01/26/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463448261599	01/26/23	\$4.75	10	\$47.50	0	0.00	10	\$47.50
463566261857	01/26/23	\$7.07	30	\$212.00	0	0.00	30	\$212.00
463581261629	01/26/23	\$3.21	7	\$22.50	0	0.00	7	\$22.50
801322263056	01/26/23	\$2.93	31	\$90.80	0	0.00	31	\$90.80
801323263141	01/26/23	\$6.93	521	\$3,612.46	0	0.00	521	\$3,612.46
801324262975	01/26/23	\$5.22	121	\$631.11	0	0.00	121	\$631.11
801325263139	01/26/23	\$5.74	515	\$2,954.35	0	0.00	515	\$2,954.35
801326263092	01/26/23	\$3.81	28	\$106.62	0	0.00	28	\$106.62
801327263138	01/26/23	\$4.51	133	\$599.17	0	0.00	133	\$599.17
801328263139	01/26/23	\$5.12	769	\$3,936.99	0	0.00	769	\$3,936.99
801330263139	01/26/23	\$4.58	427	\$1,954.76	0	0.00	427	\$1,954.76
801331263113	01/26/23	\$1.73	197	\$340.90	0	0.00	197	\$340.90
801332263111	01/26/23	\$4.86	37	\$179.91	0	0.00	37	\$179.91
801333263051	01/26/23	\$4.58	42	\$192.47	0	0.00	42	\$192.47
801335262936	01/26/23	\$3.14	31	\$97.40	0	0.00	31	\$97.40
801336263139	01/26/23	\$6.16	270	\$1,664.07	0	0.00	270	\$1,664.07
801338263017	01/26/23	\$3.28	25	\$82.05	0	0.00	25	\$82.05
801339263051	01/26/23	\$3.91	250	\$976.85	0	0.00	250	\$976.85
801340263140	01/26/23	\$7.30	904	\$6,600.69	0	0.00	904	\$6,600.69
801341263140	01/26/23	\$8.12	707	\$5,742.83	0	0.00	707	\$5,742.83
801342262773	01/26/23	\$3.04	13	\$39.50	0	0.00	13	\$39.50
801343263138	01/26/23	\$1.24	380	\$472.88	0	0.00	380	\$472.88
801344262163	01/26/23	\$1.35	2	\$2.69	0	0.00	2	\$2.69
801346263124	01/26/23	\$1.04	40	\$41.44	0	0.00	40	\$41.44
801347263008	01/26/23	\$2.08	48	\$99.78	0	0.00	48	\$99.78
801348262214	01/26/23	\$4.39	4	\$17.55	0	0.00	4	\$17.55
801349263086	01/26/23	\$1.74	111	\$193.46	0	0.00	111	\$193.46
801350263036	01/26/23	\$1.67	58	\$96.99	0	0.00	58	\$96.99
801351263139	01/26/23	\$1.44	459	\$661.16	0	0.00	459	\$661.16
801353263048	01/26/23	\$2.56	44	\$112.44	0	0.00	44	\$112.44
801354263095	01/26/23	\$2.11	227	\$478.38	0	0.00	227	\$478.38
801355262275	01/26/23	\$4.22	5	\$21.12	0	0.00	5	\$21.12
801356263091	01/26/23	\$1.11	39	\$43.43	0	0.00	39	\$43.43
801357262928	01/26/23	\$2.71	20	\$54.10	0	0.00	20	\$54.10
801358263083	01/26/23	\$2.20	97	\$213.56	0	0.00	97	\$213.56
801359263071	01/26/23	\$3.61	222	\$800.64	0	0.00	222	\$800.64
801361263070	01/26/23	\$3.28	341	\$1,117.71	0	0.00	341	\$1,117.71

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801362263068	01/26/23	\$4.09	82	\$335.59	0	0.00	82	\$335.59
801363263067	01/26/23	\$3.91	46	\$179.99	0	0.00	46	\$179.99
801364263071	01/26/23	\$3.46	130	\$450.31	0	0.00	130	\$450.31
801365263062	01/26/23	\$3.93	37	\$145.40	0	0.00	37	\$145.40
801366262561	01/26/23	\$2.35	2	\$4.70	0	0.00	2	\$4.70
801367263013	01/26/23	\$5.41	46	\$248.75	0	0.00	46	\$248.75
801368263065	01/26/23	\$5.63	61	\$343.40	0	0.00	61	\$343.40
801369263132	01/26/23	\$5.73	48	\$275.14	0	0.00	48	\$275.14
801370263132	01/26/23	\$6.24	61	\$380.91	0	0.00	61	\$380.91
801372263139	01/26/23	\$5.25	98	\$514.14	0	0.00	98	\$514.14
801373263129	01/26/23	\$5.49	104	\$570.61	0	0.00	104	\$570.61
801374263138	01/26/23	\$5.36	168	\$901.21	0	0.00	168	\$901.21
801375263136	01/26/23	\$5.29	222	\$1,175.16	0	0.00	222	\$1,175.16
801376262251	01/26/23	\$4.31	87	\$375.34	0	0.00	87	\$375.34
801377263050	01/26/23	\$3.88	66	\$256.19	0	0.00	66	\$256.19
801379262966	01/26/23	\$5.08	65	\$330.15	0	0.00	65	\$330.15
801380262898	01/26/23	\$2.08	14	\$29.17	0	0.00	14	\$29.17
801381263052	01/26/23	\$2.27	103	\$233.32	0	0.00	103	\$233.32
801382263058	01/26/23	\$19.15	143	\$2,737.75	0	0.00	143	\$2,737.75
801383262975	01/26/23	\$2.00	13	\$26.06	0	0.00	13	\$26.06
801384263051	01/26/23	\$3.27	138	\$451.85	0	0.00	138	\$451.85
801385263051	01/26/23	\$4.03	146	\$587.92	0	0.00	146	\$587.92
801387263044	01/26/23	\$2.10	46	\$96.74	0	0.00	46	\$96.74
801388261463	01/26/23	\$3.71	1	\$3.71	0	0.00	1	\$3.71
801389263136	01/26/23	\$1.42	111	\$157.47	0	0.00	111	\$157.47
801391263072	01/26/23	\$1.45	14	\$20.23	0	0.00	14	\$20.23
801392263026	01/26/23	\$1.79	14	\$25.10	0	0.00	14	\$25.10
801393263119	01/26/23	\$1.26	17	\$21.34	0	0.00	17	\$21.34
801395263051	01/26/23	\$1.02	3	\$3.05	0	0.00	3	\$3.05
801396263120	01/26/23	\$2.47	83	\$205.27	0	0.00	83	\$205.27
801397263070	01/26/23	\$3.41	278	\$946.87	0	0.00	278	\$946.87
801398262888	01/26/23	\$1.94	32	\$61.93	0	0.00	32	\$61.93
801399262786	01/26/23	\$1.19	2	\$2.37	0	0.00	2	\$2.37
801400263092	01/26/23	\$2.91	182	\$529.95	0	0.00	182	\$529.95
801401263061	01/26/23	\$1.71	34	\$58.13	0	0.00	34	\$58.13
801403263107	01/26/23	\$1.71	52	\$88.85	0	0.00	52	\$88.85
801404262698	01/26/23	\$2.41	12	\$28.91	0	0.00	12	\$28.91
801405262140	01/26/23	\$2.78	16	\$44.44	0	0.00	16	\$44.44
801406262989	01/26/23	\$4.43	324	\$1,435.45	0	0.00	324	\$1,435.45
801407263066	01/26/23	\$5.12	43	\$220.16	0	0.00	43	\$220.16
801408263066	01/26/23	\$3.55	29	\$103.00	0	0.00	29	\$103.00
801409262666	01/26/23	\$2.77	32	\$88.60	0	0.00	32	\$88.60
801411262999	01/26/23	\$5.27	5	\$26.36	0	0.00	5	\$26.36
801412263012	01/26/23	\$1.72	13	\$22.38	0	0.00	13	\$22.38
801413263022	01/26/23	\$3.29	19	\$62.60	0	0.00	19	\$62.60
801415261908	01/26/23	\$2.10	1	\$2.10	0	0.00	1	\$2.10
463413271814	01/27/23	\$4.17	12	\$50.00	0	0.00	12	\$50.00
463429271973	01/27/23	\$4.39	32	\$140.45	0	0.00	32	\$140.45
463442271620	01/27/23	\$6.50	1	\$6.50	0	0.00	1	\$6.50
463448271600	01/27/23	\$3.64	7	\$25.50	0	0.00	7	\$25.50
463566271858	01/27/23	\$7.47	29	\$216.50	0	0.00	29	\$216.50
463581271630	01/27/23	\$8.00	4	\$32.00	0	0.00	4	\$32.00
801322273057	01/27/23	\$3.02	23	\$69.38	0	0.00	23	\$69.38
801323273142	01/27/23	\$6.90	525	\$3,620.59	0	0.00	525	\$3,620.59
801324272976	01/27/23	\$4.43	124	\$549.40	0	0.00	124	\$549.40
801325273140	01/27/23	\$6.40	520	\$3,329.04	0	0.00	520	\$3,329.04
801326273093	01/27/23	\$4.11	26	\$106.78	0	0.00	26	\$106.78

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801327273139	01/27/23	\$5.23	132	\$690.03	0	0.00	132	\$690.03
801328273140	01/27/23	\$5.18	794	\$4,114.57	0	0.00	794	\$4,114.57
801330273140	01/27/23	\$4.63	409	\$1,892.95	0	0.00	409	\$1,892.95
801331273114	01/27/23	\$2.04	180	\$367.32	0	0.00	180	\$367.32
801332273112	01/27/23	\$4.13	55	\$227.06	0	0.00	55	\$227.06
801333273052	01/27/23	\$6.81	32	\$217.80	0	0.00	32	\$217.80
801334272484	01/27/23	\$20.35	1	\$20.35	0	0.00	1	\$20.35
801335272937	01/27/23	\$3.65	49	\$178.70	0	0.00	49	\$178.70
801336273140	01/27/23	\$5.93	342	\$2,026.96	0	0.00	342	\$2,026.96
801338273018	01/27/23	\$3.74	18	\$67.30	0	0.00	18	\$67.30
801339273052	01/27/23	\$3.83	285	\$1,091.01	0	0.00	285	\$1,091.01
801340273141	01/27/23	\$6.82	884	\$6,031.95	0	0.00	884	\$6,031.95
801341273141	01/27/23	\$7.95	782	\$6,214.24	0	0.00	782	\$6,214.24
801342272774	01/27/23	\$2.55	10	\$25.50	0	0.00	10	\$25.50
801343273139	01/27/23	\$1.28	350	\$447.26	0	0.00	350	\$447.26
801344272164	01/27/23	\$1.41	6	\$8.43	0	0.00	6	\$8.43
801346273125	01/27/23	\$1.13	48	\$54.14	0	0.00	48	\$54.14
801347273009	01/27/23	\$2.32	33	\$76.58	0	0.00	33	\$76.58
801348272215	01/27/23	\$1.37	4	\$5.48	0	0.00	4	\$5.48
801349273087	01/27/23	\$2.17	67	\$145.68	0	0.00	67	\$145.68
801350273037	01/27/23	\$1.67	55	\$91.95	0	0.00	55	\$91.95
801351273140	01/27/23	\$1.42	539	\$765.50	0	0.00	539	\$765.50
801353273049	01/27/23	\$2.91	31	\$90.22	0	0.00	31	\$90.22
801354273096	01/27/23	\$2.10	224	\$469.44	0	0.00	224	\$469.44
801355272276	01/27/23	\$6.01	1	\$6.01	0	0.00	1	\$6.01
801356273092	01/27/23	\$1.23	36	\$44.36	0	0.00	36	\$44.36
801357272929	01/27/23	\$3.16	16	\$50.51	0	0.00	16	\$50.51
801358273084	01/27/23	\$2.29	86	\$196.91	0	0.00	86	\$196.91
801359273072	01/27/23	\$3.30	251	\$827.44	0	0.00	251	\$827.44
801361273071	01/27/23	\$3.25	343	\$1,113.91	0	0.00	343	\$1,113.91
801362273069	01/27/23	\$4.17	108	\$450.11	0	0.00	108	\$450.11
801363273068	01/27/23	\$3.17	46	\$145.74	0	0.00	46	\$145.74
801364273072	01/27/23	\$3.69	119	\$439.13	0	0.00	119	\$439.13
801365273063	01/27/23	\$3.71	31	\$115.16	0	0.00	31	\$115.16
801366272562	01/27/23	\$1.85	2	\$3.70	0	0.00	2	\$3.70
801367273014	01/27/23	\$6.06	36	\$218.25	0	0.00	36	\$218.25
801368273066	01/27/23	\$6.76	63	\$425.85	0	0.00	63	\$425.85
801369273133	01/27/23	\$6.96	74	\$514.68	0	0.00	74	\$514.68
801370273133	01/27/23	\$4.92	56	\$275.62	0	0.00	56	\$275.62
801372273140	01/27/23	\$4.61	86	\$396.50	0	0.00	86	\$396.50
801373273130	01/27/23	\$4.90	130	\$636.43	0	0.00	130	\$636.43
801374273139	01/27/23	\$5.48	145	\$795.16	0	0.00	145	\$795.16
801375273137	01/27/23	\$5.14	225	\$1,155.45	0	0.00	225	\$1,155.45
801376272252	01/27/23	\$4.60	112	\$515.16	0	0.00	112	\$515.16
801377273051	01/27/23	\$4.30	88	\$378.50	0	0.00	88	\$378.50
801379272967	01/27/23	\$5.79	87	\$503.85	0	0.00	87	\$503.85
801380272899	01/27/23	\$1.70	19	\$32.35	0	0.00	19	\$32.35
801381273053	01/27/23	\$2.07	121	\$250.15	0	0.00	121	\$250.15
801382273059	01/27/23	\$19.46	162	\$3,153.15	0	0.00	162	\$3,153.15
801383272976	01/27/23	\$1.73	18	\$31.22	0	0.00	18	\$31.22
801384273052	01/27/23	\$3.45	114	\$393.34	0	0.00	114	\$393.34
801385273052	01/27/23	\$4.53	115	\$521.31	0	0.00	115	\$521.31
801387273045	01/27/23	\$2.02	46	\$92.71	0	0.00	46	\$92.71
801389273137	01/27/23	\$1.28	101	\$129.09	0	0.00	101	\$129.09
801391273073	01/27/23	\$1.07	9	\$9.60	0	0.00	9	\$9.60
801392273027	01/27/23	\$1.81	25	\$45.30	0	0.00	25	\$45.30
801393273120	01/27/23	\$0.97	32	\$30.93	0	0.00	32	\$30.93

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801395273052	01/27/23	\$1.69	10	\$16.93	0	0.00	10	\$16.93
801396273121	01/27/23	\$2.11	39	\$82.24	0	0.00	39	\$82.24
801397273071	01/27/23	\$3.75	286	\$1,072.56	0	0.00	286	\$1,072.56
801398272889	01/27/23	\$2.59	23	\$59.58	0	0.00	23	\$59.58
801399272787	01/27/23	\$0.93	7	\$6.50	0	0.00	7	\$6.50
801400273093	01/27/23	\$3.28	154	\$504.51	0	0.00	154	\$504.51
801401273062	01/27/23	\$1.76	49	\$86.00	0	0.00	49	\$86.00
801403273108	01/27/23	\$2.21	32	\$70.81	0	0.00	32	\$70.81
801404272699	01/27/23	\$3.54	7	\$24.81	0	0.00	7	\$24.81
801405272141	01/27/23	\$2.61	19	\$49.64	0	0.00	19	\$49.64
801406272990	01/27/23	\$4.40	293	\$1,290.40	0	0.00	293	\$1,290.40
801407273067	01/27/23	\$7.02	24	\$168.41	0	0.00	24	\$168.41
801408273067	01/27/23	\$4.31	37	\$159.63	0	0.00	37	\$159.63
801409272667	01/27/23	\$2.69	22	\$59.21	0	0.00	22	\$59.21
801411273000	01/27/23	\$4.92	15	\$73.78	0	0.00	15	\$73.78
801412273013	01/27/23	\$2.08	5	\$10.39	0	0.00	5	\$10.39
801413273023	01/27/23	\$4.47	25	\$111.74	0	0.00	25	\$111.74
801415271909	01/27/23	\$1.44	4	\$5.75	0	0.00	4	\$5.75
463406281217	01/28/23	\$2.00	4	\$8.00	0	0.00	4	\$8.00
463413281815	01/28/23	\$5.16	19	\$98.00	0	0.00	19	\$98.00
463429281974	01/28/23	\$4.27	22	\$94.00	0	0.00	22	\$94.00
463439281754	01/28/23	\$4.90	5	\$24.50	0	0.00	5	\$24.50
463442281621	01/28/23	\$9.50	2	\$19.00	0	0.00	2	\$19.00
463448281601	01/28/23	\$3.80	10	\$38.00	0	0.00	10	\$38.00
463566281859	01/28/23	\$8.22	25	\$205.45	0	0.00	25	\$205.45
463581281631	01/28/23	\$5.99	5	\$29.95	0	0.00	5	\$29.95
801322283058	01/28/23	\$3.25	93	\$302.50	0	0.00	93	\$302.50
801323283143	01/28/23	\$7.10	607	\$4,307.99	0	0.00	607	\$4,307.99
801324282977	01/28/23	\$3.78	137	\$518.39	0	0.00	137	\$518.39
801325283141	01/28/23	\$6.12	585	\$3,581.90	0	0.00	585	\$3,581.90
801326283094	01/28/23	\$3.21	41	\$131.44	0	0.00	41	\$131.44
801327283140	01/28/23	\$5.23	166	\$868.01	0	0.00	166	\$868.01
801328283141	01/28/23	\$5.80	1,020	\$5,913.19	0	0.00	1,020	\$5,913.19
801330283141	01/28/23	\$4.58	466	\$2,133.05	0	0.00	466	\$2,133.05
801331283115	01/28/23	\$2.14	226	\$483.82	0	0.00	226	\$483.82
801332283113	01/28/23	\$4.04	78	\$315.45	0	0.00	78	\$315.45
801333283053	01/28/23	\$3.80	46	\$174.92	0	0.00	46	\$174.92
801335282938	01/28/23	\$2.74	71	\$194.40	0	0.00	71	\$194.40
801336283141	01/28/23	\$6.10	359	\$2,191.51	0	0.00	359	\$2,191.51
801338283019	01/28/23	\$3.12	35	\$109.09	0	0.00	35	\$109.09
801339283053	01/28/23	\$4.06	304	\$1,233.70	0	0.00	304	\$1,233.70
801340283142	01/28/23	\$6.52	791	\$5,157.90	0	0.00	791	\$5,157.90
801341283142	01/28/23	\$8.01	797	\$6,385.25	0	0.00	797	\$6,385.25
801342282775	01/28/23	\$1.65	7	\$11.53	0	0.00	7	\$11.53
801343283140	01/28/23	\$1.27	351	\$445.07	0	0.00	351	\$445.07
801344282165	01/28/23	\$0.93	4	\$3.71	0	0.00	4	\$3.71
801346283126	01/28/23	\$1.25	71	\$89.08	0	0.00	71	\$89.08
801347283010	01/28/23	\$1.71	38	\$65.02	0	0.00	38	\$65.02
801348282216	01/28/23	\$1.88	8	\$15.05	0	0.00	8	\$15.05
801349283088	01/28/23	\$1.70	77	\$131.00	0	0.00	77	\$131.00
801350283038	01/28/23	\$1.43	38	\$54.34	0	0.00	38	\$54.34
801351283141	01/28/23	\$1.39	503	\$697.08	0	0.00	503	\$697.08
801353283050	01/28/23	\$1.92	35	\$67.10	0	0.00	35	\$67.10
801354283097	01/28/23	\$2.09	236	\$493.11	0	0.00	236	\$493.11
801355282277	01/28/23	\$2.11	6	\$12.67	0	0.00	6	\$12.67
801356283093	01/28/23	\$1.26	38	\$47.77	0	0.00	38	\$47.77
801357282930	01/28/23	\$2.97	17	\$50.50	0	0.00	17	\$50.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801358283085	01/28/23	\$3.28	68	\$223.17	0	0.00	68	\$223.17
801359283073	01/28/23	\$3.43	253	\$868.18	0	0.00	253	\$868.18
801361283072	01/28/23	\$3.09	438	\$1,351.58	0	0.00	438	\$1,351.58
801362283070	01/28/23	\$4.57	110	\$503.13	0	0.00	110	\$503.13
801363283069	01/28/23	\$4.21	41	\$172.77	0	0.00	41	\$172.77
801364283073	01/28/23	\$3.41	147	\$501.53	0	0.00	147	\$501.53
801365283064	01/28/23	\$4.36	37	\$161.25	0	0.00	37	\$161.25
801366282563	01/28/23	\$2.45	7	\$17.17	0	0.00	7	\$17.17
801367283015	01/28/23	\$4.53	57	\$258.45	0	0.00	57	\$258.45
801368283067	01/28/23	\$5.83	68	\$396.75	0	0.00	68	\$396.75
801369283134	01/28/23	\$6.69	77	\$515.26	0	0.00	77	\$515.26
801370283134	01/28/23	\$4.51	102	\$459.54	0	0.00	102	\$459.54
801372283141	01/28/23	\$5.16	98	\$505.66	0	0.00	98	\$505.66
801373283131	01/28/23	\$4.55	126	\$572.80	0	0.00	126	\$572.80
801374283140	01/28/23	\$5.47	198	\$1,082.91	0	0.00	198	\$1,082.91
801375283138	01/28/23	\$5.27	227	\$1,196.54	0	0.00	227	\$1,196.54
801376282253	01/28/23	\$3.93	95	\$373.24	0	0.00	95	\$373.24
801377283052	01/28/23	\$3.83	64	\$244.82	0	0.00	64	\$244.82
801379282968	01/28/23	\$4.59	87	\$399.60	0	0.00	87	\$399.60
801380282900	01/28/23	\$1.85	23	\$42.63	0	0.00	23	\$42.63
801381283054	01/28/23	\$2.11	121	\$254.98	0	0.00	121	\$254.98
801382283060	01/28/23	\$19.42	139	\$2,699.50	0	0.00	139	\$2,699.50
801383282977	01/28/23	\$1.75	30	\$52.55	0	0.00	30	\$52.55
801384283053	01/28/23	\$3.89	99	\$384.74	0	0.00	99	\$384.74
801385283053	01/28/23	\$4.50	128	\$576.27	0	0.00	128	\$576.27
801387283046	01/28/23	\$1.61	45	\$72.57	0	0.00	45	\$72.57
801388281464	01/28/23	\$3.85	1	\$3.85	0	0.00	1	\$3.85
801389283138	01/28/23	\$1.50	84	\$126.09	0	0.00	84	\$126.09
801391283074	01/28/23	\$1.14	13	\$14.87	0	0.00	13	\$14.87
801392283028	01/28/23	\$1.48	15	\$22.20	0	0.00	15	\$22.20
801393283121	01/28/23	\$0.99	31	\$30.79	0	0.00	31	\$30.79
801395283053	01/28/23	\$0.97	5	\$4.87	0	0.00	5	\$4.87
801396283122	01/28/23	\$2.13	44	\$93.81	0	0.00	44	\$93.81
801397283072	01/28/23	\$3.36	340	\$1,142.51	0	0.00	340	\$1,142.51
801398282890	01/28/23	\$2.76	22	\$60.82	0	0.00	22	\$60.82
801399282788	01/28/23	\$2.17	2	\$4.33	0	0.00	2	\$4.33
801400283094	01/28/23	\$3.21	141	\$453.30	0	0.00	141	\$453.30
801401283063	01/28/23	\$1.79	54	\$96.79	0	0.00	54	\$96.79
801403283109	01/28/23	\$1.95	39	\$76.00	0	0.00	39	\$76.00
801404282700	01/28/23	\$3.45	8	\$27.57	0	0.00	8	\$27.57
801405282142	01/28/23	\$1.94	13	\$25.20	0	0.00	13	\$25.20
801406282991	01/28/23	\$6.32	245	\$1,547.55	0	0.00	245	\$1,547.55
801407283068	01/28/23	\$5.87	21	\$123.18	0	0.00	21	\$123.18
801408283068	01/28/23	\$3.32	39	\$129.60	0	0.00	39	\$129.60
801409282668	01/28/23	\$2.68	13	\$34.85	0	0.00	13	\$34.85
801411283001	01/28/23	\$6.61	10	\$66.05	0	0.00	10	\$66.05
801412283014	01/28/23	\$1.83	9	\$16.45	0	0.00	9	\$16.45
801413283024	01/28/23	\$3.71	41	\$152.17	0	0.00	41	\$152.17
801415281910	01/28/23	\$1.06	4	\$4.22	0	0.00	4	\$4.22
463406291218	01/29/23	\$12.83	3	\$38.50	0	0.00	3	\$38.50
463413291816	01/29/23	\$3.83	18	\$69.00	0	0.00	18	\$69.00
463418291143	01/29/23	\$1.00	1	\$1.00	0	0.00	1	\$1.00
463425290891	01/29/23	\$5.75	4	\$23.00	0	0.00	4	\$23.00
463429291975	01/29/23	\$2.15	13	\$28.00	0	0.00	13	\$28.00
463439291755	01/29/23	\$3.50	2	\$7.00	0	0.00	2	\$7.00
463442291622	01/29/23	\$10.50	3	\$31.50	0	0.00	3	\$31.50
463448291602	01/29/23	\$12.83	3	\$38.50	0	0.00	3	\$38.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463566291860	01/29/23	\$8.50	2	\$17.00	0	0.00	2	\$17.00
463581291632	01/29/23	\$7.50	5	\$37.50	0	0.00	5	\$37.50
801322293059	01/29/23	\$5.60	64	\$358.40	0	0.00	64	\$358.40
801323293144	01/29/23	\$7.10	773	\$5,487.15	0	0.00	773	\$5,487.15
801324292978	01/29/23	\$3.88	224	\$869.62	0	0.00	224	\$869.62
801325293142	01/29/23	\$6.72	776	\$5,214.00	0	0.00	776	\$5,214.00
801326293095	01/29/23	\$4.08	33	\$134.70	0	0.00	33	\$134.70
801327293141	01/29/23	\$5.15	209	\$1,076.03	0	0.00	209	\$1,076.03
801328293142	01/29/23	\$5.69	1,240	\$7,060.76	0	0.00	1,240	\$7,060.76
801330293142	01/29/23	\$4.71	537	\$2,529.88	0	0.00	537	\$2,529.88
801331293116	01/29/23	\$2.39	265	\$633.84	0	0.00	265	\$633.84
801332293114	01/29/23	\$4.36	52	\$226.95	0	0.00	52	\$226.95
801333293054	01/29/23	\$3.56	79	\$281.22	0	0.00	79	\$281.22
801334292485	01/29/23	\$1.35	1	\$1.35	0	0.00	1	\$1.35
801335292939	01/29/23	\$2.97	134	\$398.55	0	0.00	134	\$398.55
801336293142	01/29/23	\$5.78	523	\$3,021.50	0	0.00	523	\$3,021.50
801338293020	01/29/23	\$3.16	57	\$180.35	0	0.00	57	\$180.35
801339293054	01/29/23	\$3.71	444	\$1,645.97	0	0.00	444	\$1,645.97
801340293143	01/29/23	\$6.37	1,189	\$7,568.57	0	0.00	1,189	\$7,568.57
801341293143	01/29/23	\$7.95	968	\$7,691.65	0	0.00	968	\$7,691.65
801342292776	01/29/23	\$2.88	23	\$66.29	0	0.00	23	\$66.29
801343293141	01/29/23	\$1.38	169	\$232.86	0	0.00	169	\$232.86
801346293127	01/29/23	\$1.39	25	\$34.82	0	0.00	25	\$34.82
801347293011	01/29/23	\$1.31	10	\$13.05	0	0.00	10	\$13.05
801348292217	01/29/23	\$2.17	9	\$19.54	0	0.00	9	\$19.54
801349293089	01/29/23	\$1.12	8	\$8.93	0	0.00	8	\$8.93
801350293039	01/29/23	\$1.37	25	\$34.26	0	0.00	25	\$34.26
801351293142	01/29/23	\$1.49	679	\$1,015.03	0	0.00	679	\$1,015.03
801353293051	01/29/23	\$2.74	32	\$87.58	0	0.00	32	\$87.58
801354293098	01/29/23	\$2.26	419	\$945.64	0	0.00	419	\$945.64
801356293094	01/29/23	\$2.31	20	\$46.14	0	0.00	20	\$46.14
801357292931	01/29/23	\$3.40	14	\$47.65	0	0.00	14	\$47.65
801358293086	01/29/23	\$2.20	142	\$312.26	0	0.00	142	\$312.26
801359293074	01/29/23	\$3.38	358	\$1,209.88	0	0.00	358	\$1,209.88
801361293073	01/29/23	\$3.21	566	\$1,817.76	0	0.00	566	\$1,817.76
801362293071	01/29/23	\$4.72	181	\$854.62	0	0.00	181	\$854.62
801363293070	01/29/23	\$3.80	64	\$242.92	0	0.00	64	\$242.92
801364293074	01/29/23	\$3.65	166	\$606.04	0	0.00	166	\$606.04
801365293065	01/29/23	\$4.33	38	\$164.70	0	0.00	38	\$164.70
801366292564	01/29/23	\$2.08	5	\$10.40	0	0.00	5	\$10.40
801367293016	01/29/23	\$4.61	66	\$304.05	0	0.00	66	\$304.05
801368293068	01/29/23	\$5.63	106	\$596.75	0	0.00	106	\$596.75
801369293135	01/29/23	\$5.88	71	\$417.54	0	0.00	71	\$417.54
801370293135	01/29/23	\$5.85	125	\$731.53	0	0.00	125	\$731.53
801371291194	01/29/23	\$3.12	4	\$12.49	0	0.00	4	\$12.49
801372293142	01/29/23	\$5.40	128	\$690.90	0	0.00	128	\$690.90
801373293132	01/29/23	\$5.16	120	\$619.50	0	0.00	120	\$619.50
801374293141	01/29/23	\$5.56	184	\$1,022.52	0	0.00	184	\$1,022.52
801375293139	01/29/23	\$5.04	289	\$1,457.76	0	0.00	289	\$1,457.76
801376292254	01/29/23	\$4.51	78	\$352.02	0	0.00	78	\$352.02
801377293053	01/29/23	\$3.94	67	\$263.84	0	0.00	67	\$263.84
801379292969	01/29/23	\$4.97	89	\$441.95	0	0.00	89	\$441.95
801380292901	01/29/23	\$1.85	47	\$87.15	0	0.00	47	\$87.15
801381293055	01/29/23	\$2.39	134	\$320.42	0	0.00	134	\$320.42
801382293061	01/29/23	\$19.19	198	\$3,799.70	0	0.00	198	\$3,799.70
801383292978	01/29/23	\$2.05	24	\$49.24	0	0.00	24	\$49.24
801384293054	01/29/23	\$3.44	136	\$467.65	0	0.00	136	\$467.65

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801385293054	01/29/23	\$4.14	148	\$612.21	0	0.00	148	\$612.21
801387293047	01/29/23	\$1.84	41	\$75.37	0	0.00	41	\$75.37
801388291465	01/29/23	\$2.36	9	\$21.26	0	0.00	9	\$21.26
801389293139	01/29/23	\$1.23	60	\$73.90	0	0.00	60	\$73.90
801391293075	01/29/23	\$1.49	22	\$32.67	0	0.00	22	\$32.67
801392293029	01/29/23	\$1.04	18	\$18.69	0	0.00	18	\$18.69
801393293122	01/29/23	\$1.24	35	\$43.47	0	0.00	35	\$43.47
801395293054	01/29/23	\$2.10	8	\$16.83	0	0.00	8	\$16.83
801396293123	01/29/23	\$2.04	93	\$189.89	0	0.00	93	\$189.89
801397293073	01/29/23	\$3.73	338	\$1,259.49	0	0.00	338	\$1,259.49
801398292891	01/29/23	\$2.42	68	\$164.32	0	0.00	68	\$164.32
801400293095	01/29/23	\$3.12	212	\$660.50	0	0.00	212	\$660.50
801401293064	01/29/23	\$1.35	2	\$2.70	0	0.00	2	\$2.70
801403293110	01/29/23	\$1.54	19	\$29.20	0	0.00	19	\$29.20
801404292701	01/29/23	\$2.68	20	\$53.68	0	0.00	20	\$53.68
801405292143	01/29/23	\$2.54	39	\$99.04	0	0.00	39	\$99.04
801406292992	01/29/23	\$20.17	177	\$3,570.90	0	0.00	177	\$3,570.90
801407293069	01/29/23	\$4.23	20	\$84.50	0	0.00	20	\$84.50
801408293069	01/29/23	\$3.75	55	\$206.28	0	0.00	55	\$206.28
801409292669	01/29/23	\$1.90	27	\$51.41	0	0.00	27	\$51.41
801411293002	01/29/23	\$4.30	30	\$129.04	0	0.00	30	\$129.04
801412293015	01/29/23	\$1.10	6	\$6.57	0	0.00	6	\$6.57
801413293025	01/29/23	\$3.77	25	\$94.18	0	0.00	25	\$94.18
801415291911	01/29/23	\$1.35	5	\$6.75	0	0.00	5	\$6.75
463413301817	01/30/23	\$7.00	18	\$126.00	0	0.00	18	\$126.00
463429301976	01/30/23	\$2.50	17	\$42.50	0	0.00	17	\$42.50
463439301756	01/30/23	\$20.17	3	\$60.50	0	0.00	3	\$60.50
463442301623	01/30/23	\$9.20	5	\$46.00	0	0.00	5	\$46.00
463448301603	01/30/23	\$14.17	6	\$85.00	0	0.00	6	\$85.00
463581301633	01/30/23	\$9.33	6	\$56.00	0	0.00	6	\$56.00
801322303060	01/30/23	\$5.18	45	\$232.96	0	0.00	45	\$232.96
801323303145	01/30/23	\$7.45	688	\$5,128.97	0	0.00	688	\$5,128.97
801324302979	01/30/23	\$4.31	188	\$809.52	0	0.00	188	\$809.52
801325303143	01/30/23	\$6.78	815	\$5,527.35	0	0.00	815	\$5,527.35
801326303096	01/30/23	\$5.06	34	\$172.00	0	0.00	34	\$172.00
801327303142	01/30/23	\$4.96	196	\$972.75	0	0.00	196	\$972.75
801328303143	01/30/23	\$5.98	954	\$5,701.15	0	0.00	954	\$5,701.15
801330303143	01/30/23	\$5.16	392	\$2,023.07	0	0.00	392	\$2,023.07
801331303117	01/30/23	\$2.35	194	\$456.54	0	0.00	194	\$456.54
801332303115	01/30/23	\$3.65	64	\$233.42	0	0.00	64	\$233.42
801333303055	01/30/23	\$4.34	72	\$312.25	0	0.00	72	\$312.25
801335302940	01/30/23	\$4.05	74	\$300.05	0	0.00	74	\$300.05
801336303143	01/30/23	\$6.36	410	\$2,606.25	0	0.00	410	\$2,606.25
801338303021	01/30/23	\$3.49	26	\$90.74	0	0.00	26	\$90.74
801339303055	01/30/23	\$3.81	373	\$1,422.67	0	0.00	373	\$1,422.67
801340303144	01/30/23	\$7.00	1,267	\$8,868.65	0	0.00	1,267	\$8,868.65
801341303144	01/30/23	\$7.66	898	\$6,878.15	0	0.00	898	\$6,878.15
801342302777	01/30/23	\$3.14	14	\$43.90	0	0.00	14	\$43.90
801343303142	01/30/23	\$1.30	249	\$324.87	0	0.00	249	\$324.87
801344302166	01/30/23	\$0.98	2	\$1.95	0	0.00	2	\$1.95
801346303128	01/30/23	\$1.31	19	\$24.85	0	0.00	19	\$24.85
801347303012	01/30/23	\$1.47	11	\$16.15	0	0.00	11	\$16.15
801348302218	01/30/23	\$1.48	2	\$2.95	0	0.00	2	\$2.95
801349303090	01/30/23	\$1.29	12	\$15.48	0	0.00	12	\$15.48
801350303040	01/30/23	\$1.70	18	\$30.54	0	0.00	18	\$30.54
801351303143	01/30/23	\$1.65	817	\$1,347.16	0	0.00	817	\$1,347.16
801353303052	01/30/23	\$2.26	38	\$85.85	0	0.00	38	\$85.85

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801354303099	01/30/23	\$2.14	613	\$1,311.18	0	0.00	613	\$1,311.18
801355302278	01/30/23	\$3.49	5	\$17.44	0	0.00	5	\$17.44
801356303095	01/30/23	\$2.48	19	\$47.04	0	0.00	19	\$47.04
801357302932	01/30/23	\$2.72	29	\$78.78	0	0.00	29	\$78.78
801358303087	01/30/23	\$2.58	204	\$525.57	0	0.00	204	\$525.57
801359303075	01/30/23	\$3.77	238	\$898.44	0	0.00	238	\$898.44
801361303074	01/30/23	\$3.39	376	\$1,275.40	0	0.00	376	\$1,275.40
801362303072	01/30/23	\$4.68	148	\$691.92	0	0.00	148	\$691.92
801363303071	01/30/23	\$4.79	32	\$153.32	0	0.00	32	\$153.32
801364303075	01/30/23	\$3.85	113	\$435.61	0	0.00	113	\$435.61
801365303066	01/30/23	\$4.14	52	\$215.51	0	0.00	52	\$215.51
801366302565	01/30/23	\$4.26	10	\$42.55	0	0.00	10	\$42.55
801367303017	01/30/23	\$5.24	64	\$335.05	0	0.00	64	\$335.05
801368303069	01/30/23	\$5.37	101	\$542.80	0	0.00	101	\$542.80
801369303136	01/30/23	\$7.43	80	\$594.53	0	0.00	80	\$594.53
801370303136	01/30/23	\$5.41	98	\$530.52	0	0.00	98	\$530.52
801371301195	01/30/23	\$4.35	1	\$4.35	0	0.00	1	\$4.35
801372303143	01/30/23	\$5.11	138	\$705.40	0	0.00	138	\$705.40
801373303133	01/30/23	\$5.50	166	\$913.17	0	0.00	166	\$913.17
801374303142	01/30/23	\$5.15	143	\$737.15	0	0.00	143	\$737.15
801375303140	01/30/23	\$5.25	254	\$1,333.54	0	0.00	254	\$1,333.54
801376302255	01/30/23	\$4.46	89	\$397.15	0	0.00	89	\$397.15
801377303054	01/30/23	\$4.16	124	\$515.95	0	0.00	124	\$515.95
801379302970	01/30/23	\$5.05	95	\$479.40	0	0.00	95	\$479.40
801380302902	01/30/23	\$1.93	79	\$152.69	0	0.00	79	\$152.69
801381303056	01/30/23	\$2.18	138	\$300.52	0	0.00	138	\$300.52
801382303062	01/30/23	\$19.51	222	\$4,331.15	0	0.00	222	\$4,331.15
801383302979	01/30/23	\$2.19	20	\$43.82	0	0.00	20	\$43.82
801384303055	01/30/23	\$3.03	127	\$384.71	0	0.00	127	\$384.71
801385303055	01/30/23	\$4.49	139	\$623.63	0	0.00	139	\$623.63
801387303048	01/30/23	\$2.29	59	\$135.20	0	0.00	59	\$135.20
801388301466	01/30/23	\$1.58	4	\$6.30	0	0.00	4	\$6.30
801389303140	01/30/23	\$1.70	55	\$93.58	0	0.00	55	\$93.58
801391303076	01/30/23	\$0.68	3	\$2.05	0	0.00	3	\$2.05
801392303030	01/30/23	\$1.58	23	\$36.44	0	0.00	23	\$36.44
801393303123	01/30/23	\$2.28	10	\$22.75	0	0.00	10	\$22.75
801395303055	01/30/23	\$1.87	12	\$22.48	0	0.00	12	\$22.48
801396303124	01/30/23	\$2.05	171	\$351.09	0	0.00	171	\$351.09
801397303074	01/30/23	\$3.74	310	\$1,158.72	0	0.00	310	\$1,158.72
801398302892	01/30/23	\$2.53	99	\$250.15	0	0.00	99	\$250.15
801399302789	01/30/23	\$1.71	5	\$8.55	0	0.00	5	\$8.55
801400303096	01/30/23	\$3.80	152	\$577.47	0	0.00	152	\$577.47
801401303065	01/30/23	\$1.15	18	\$20.75	0	0.00	18	\$20.75
801403303111	01/30/23	\$1.30	26	\$33.75	0	0.00	26	\$33.75
801404302702	01/30/23	\$2.36	42	\$98.99	0	0.00	42	\$98.99
801405302144	01/30/23	\$2.72	40	\$108.99	0	0.00	40	\$108.99
801406302993	01/30/23	\$20.07	148	\$2,970.40	0	0.00	148	\$2,970.40
801407303070	01/30/23	\$4.56	32	\$145.96	0	0.00	32	\$145.96
801408303070	01/30/23	\$3.44	64	\$220.10	0	0.00	64	\$220.10
801409302670	01/30/23	\$1.95	36	\$70.23	0	0.00	36	\$70.23
801411303003	01/30/23	\$3.56	26	\$92.68	0	0.00	26	\$92.68
801412303016	01/30/23	\$2.58	11	\$28.34	0	0.00	11	\$28.34
801413303026	01/30/23	\$3.48	29	\$101.00	0	0.00	29	\$101.00
801415301912	01/30/23	\$2.04	5	\$10.19	0	0.00	5	\$10.19
463413311818	01/31/23	\$3.17	6	\$19.00	0	0.00	6	\$19.00
463429311977	01/31/23	\$4.93	22	\$108.45	0	0.00	22	\$108.45
463439311757	01/31/23	\$8.25	2	\$16.50	0	0.00	2	\$16.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463442311624	01/31/23	\$8.50	1	\$8.50	0	0.00	1	\$8.50
463448311604	01/31/23	\$2.79	7	\$19.50	0	0.00	7	\$19.50
463566311861	01/31/23	\$7.14	21	\$150.00	0	0.00	21	\$150.00
463581311634	01/31/23	\$9.75	6	\$58.50	0	0.00	6	\$58.50
801322313061	01/31/23	\$2.84	20	\$56.80	0	0.00	20	\$56.80
801323313146	01/31/23	\$6.41	522	\$3,345.22	0	0.00	522	\$3,345.22
801324312980	01/31/23	\$4.73	116	\$549.18	0	0.00	116	\$549.18
801325313144	01/31/23	\$6.01	488	\$2,931.27	0	0.00	488	\$2,931.27
801326313097	01/31/23	\$5.91	25	\$147.69	0	0.00	25	\$147.69
801327313143	01/31/23	\$4.83	119	\$575.13	0	0.00	119	\$575.13
801328313144	01/31/23	\$4.73	710	\$3,359.89	0	0.00	710	\$3,359.89
801330313144	01/31/23	\$4.03	386	\$1,556.45	0	0.00	386	\$1,556.45
801331313118	01/31/23	\$1.57	185	\$290.67	0	0.00	185	\$290.67
801332313116	01/31/23	\$5.73	43	\$246.34	0	0.00	43	\$246.34
801333313056	01/31/23	\$4.67	36	\$168.04	0	0.00	36	\$168.04
801335312941	01/31/23	\$2.85	5	\$14.25	0	0.00	5	\$14.25
801336313144	01/31/23	\$5.78	244	\$1,411.39	0	0.00	244	\$1,411.39
801338313022	01/31/23	\$3.27	38	\$124.22	0	0.00	38	\$124.22
801339313056	01/31/23	\$4.05	263	\$1,064.06	0	0.00	263	\$1,064.06
801340313145	01/31/23	\$6.93	857	\$5,935.89	0	0.00	857	\$5,935.89
801341313145	01/31/23	\$7.79	734	\$5,720.95	0	0.00	734	\$5,720.95
801342312778	01/31/23	\$3.17	10	\$31.74	0	0.00	10	\$31.74
801343313143	01/31/23	\$1.30	375	\$487.23	0	0.00	375	\$487.23
801344312167	01/31/23	\$1.17	7	\$8.21	0	0.00	7	\$8.21
801346313129	01/31/23	\$1.22	64	\$78.34	0	0.00	64	\$78.34
801347313013	01/31/23	\$1.94	42	\$81.47	0	0.00	42	\$81.47
801348312219	01/31/23	\$4.76	2	\$9.51	0	0.00	2	\$9.51
801349313091	01/31/23	\$1.71	95	\$162.77	0	0.00	95	\$162.77
801350313041	01/31/23	\$1.31	55	\$72.17	0	0.00	55	\$72.17
801351313144	01/31/23	\$1.49	470	\$698.66	0	0.00	470	\$698.66
801353313053	01/31/23	\$2.66	40	\$106.57	0	0.00	40	\$106.57
801354313100	01/31/23	\$2.30	234	\$538.66	0	0.00	234	\$538.66
801355312279	01/31/23	\$6.85	2	\$13.69	0	0.00	2	\$13.69
801356313096	01/31/23	\$1.45	36	\$52.34	0	0.00	36	\$52.34
801357312933	01/31/23	\$2.28	14	\$31.89	0	0.00	14	\$31.89
801358313088	01/31/23	\$2.51	87	\$218.68	0	0.00	87	\$218.68
801359313076	01/31/23	\$3.64	181	\$658.20	0	0.00	181	\$658.20
801361313075	01/31/23	\$3.45	267	\$920.47	0	0.00	267	\$920.47
801362313073	01/31/23	\$3.95	82	\$323.51	0	0.00	82	\$323.51
801363313072	01/31/23	\$3.28	46	\$150.98	0	0.00	46	\$150.98
801364313076	01/31/23	\$3.56	128	\$455.17	0	0.00	128	\$455.17
801365313067	01/31/23	\$3.88	29	\$112.50	0	0.00	29	\$112.50
801366312566	01/31/23	\$1.19	4	\$4.77	0	0.00	4	\$4.77
801367313018	01/31/23	\$5.03	53	\$266.65	0	0.00	53	\$266.65
801368313070	01/31/23	\$6.15	63	\$387.20	0	0.00	63	\$387.20
801369313137	01/31/23	\$7.16	69	\$493.88	0	0.00	69	\$493.88
801370313137	01/31/23	\$4.91	62	\$304.40	0	0.00	62	\$304.40
801372313144	01/31/23	\$5.19	93	\$482.37	0	0.00	93	\$482.37
801373313134	01/31/23	\$4.95	115	\$569.43	0	0.00	115	\$569.43
801374313143	01/31/23	\$5.46	143	\$780.62	0	0.00	143	\$780.62
801375313141	01/31/23	\$5.14	202	\$1,037.55	0	0.00	202	\$1,037.55
801376312256	01/31/23	\$4.45	61	\$271.33	0	0.00	61	\$271.33
801377313055	01/31/23	\$4.30	48	\$206.33	0	0.00	48	\$206.33
801379312971	01/31/23	\$5.18	86	\$445.40	0	0.00	86	\$445.40
801380312903	01/31/23	\$1.47	17	\$24.99	0	0.00	17	\$24.99
801381313057	01/31/23	\$2.28	102	\$232.12	0	0.00	102	\$232.12
801382313063	01/31/23	\$18.84	152	\$2,863.60	0	0.00	152	\$2,863.60

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801383312980	01/31/23	\$2.07	13	\$26.86	0	0.00	13	\$26.86
801384313056	01/31/23	\$3.64	125	\$455.48	0	0.00	125	\$455.48
801385313056	01/31/23	\$4.24	112	\$475.31	0	0.00	112	\$475.31
801387313049	01/31/23	\$1.80	41	\$73.81	0	0.00	41	\$73.81
801388311467	01/31/23	\$1.10	1	\$1.10	0	0.00	1	\$1.10
801389313141	01/31/23	\$1.36	89	\$120.94	0	0.00	89	\$120.94
801391313077	01/31/23	\$0.84	10	\$8.40	0	0.00	10	\$8.40
801392313031	01/31/23	\$1.17	28	\$32.83	0	0.00	28	\$32.83
801393313124	01/31/23	\$1.77	17	\$30.14	0	0.00	17	\$30.14
801395313056	01/31/23	\$1.26	11	\$13.83	0	0.00	11	\$13.83
801396313125	01/31/23	\$2.77	41	\$113.77	0	0.00	41	\$113.77
801397313075	01/31/23	\$3.20	248	\$792.36	0	0.00	248	\$792.36
801398312893	01/31/23	\$2.34	26	\$60.81	0	0.00	26	\$60.81
801399312790	01/31/23	\$0.85	2	\$1.70	0	0.00	2	\$1.70
801400313097	01/31/23	\$3.44	149	\$512.14	0	0.00	149	\$512.14
801401313066	01/31/23	\$1.40	46	\$64.35	0	0.00	46	\$64.35
801403313112	01/31/23	\$1.80	43	\$77.38	0	0.00	43	\$77.38
801404312703	01/31/23	\$1.82	9	\$16.41	0	0.00	9	\$16.41
801405312145	01/31/23	\$2.43	13	\$31.65	0	0.00	13	\$31.65
801406312994	01/31/23	\$4.40	325	\$1,429.10	0	0.00	325	\$1,429.10
801407313071	01/31/23	\$6.33	33	\$208.82	0	0.00	33	\$208.82
801408313071	01/31/23	\$2.27	15	\$34.04	0	0.00	15	\$34.04
801409312671	01/31/23	\$2.08	30	\$62.48	0	0.00	30	\$62.48
801411313004	01/31/23	\$4.48	18	\$80.65	0	0.00	18	\$80.65
801412313017	01/31/23	\$2.81	5	\$14.07	0	0.00	5	\$14.07
801413313027	01/31/23	\$3.16	29	\$91.54	0	0.00	29	\$91.54
801415311913	01/31/23	\$2.82	5	\$14.09	0	0.00	5	\$14.09
Total			364,860	\$1,824,669.63	0	0.00	364,860	\$1,824,669.63

THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/01/23	Transactions submitted to American Express	-\$10,139.94
01/02/23	Transactions submitted to American Express	-\$9,221.89
01/03/23	Transactions submitted to American Express	-\$8,962.29
01/04/23	Transactions submitted to American Express	-\$7,776.31
01/05/23	Transactions submitted to American Express	-\$7,779.85
01/06/23	Transactions submitted to American Express	-\$8,439.58
01/07/23	Transactions submitted to American Express	-\$8,912.36
01/08/23	Transactions submitted to American Express	-\$9,910.84
01/09/23	Transactions submitted to American Express	-\$8,279.13
01/10/23	Transactions submitted to American Express	-\$7,358.48
01/11/23	Transactions submitted to American Express	-\$7,264.13
01/12/23	Transactions submitted to American Express	-\$6,995.18
01/13/23	Transactions submitted to American Express	-\$7,709.17
01/14/23	Transactions submitted to American Express	-\$8,134.87
01/15/23	Transactions submitted to American Express	-\$9,233.19
01/16/23	Transactions submitted to American Express	-\$8,578.96
01/17/23	Transactions submitted to American Express	-\$7,431.91
01/18/23	Transactions submitted to American Express	-\$6,684.94
01/19/23	Transactions submitted to American Express	-\$7,442.26
01/20/23	Transactions submitted to American Express	-\$8,405.13
01/21/23	Transactions submitted to American Express	-\$8,606.86
01/22/23	Transactions submitted to American Express	-\$10,060.62

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THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/23/23	Transactions submitted to American Express	-\$8,453.21
01/24/23	Transactions submitted to American Express	-\$7,075.43
01/25/23	Transactions submitted to American Express	-\$7,073.19
01/26/23	Transactions submitted to American Express	-\$7,875.61
01/27/23	Transactions submitted to American Express	-\$8,225.73
01/28/23	Transactions submitted to American Express	-\$8,441.43
01/29/23	Transactions submitted to American Express	-\$10,391.37
01/30/23	Transactions submitted to American Express	-\$8,037.47
01/31/23	Transactions submitted to American Express	-\$7,497.05
TOTAL		-\$256,398.38

CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
12/31/22	723643510301	Fraud Dispute-Cardholder did not authorize the transaction	8635	-\$10.04
12/31/22	823633326001	Cardholder states transaction was not properly processed	3817	-\$6.35
01/01/23	823643792901	Fraud Dispute-Cardholder did not authorize the transaction	1305	-\$9.35
01/01/23	723653126801	Fraud Dispute-Cardholder did not authorize the transaction	1155	-\$12.35
01/01/23	823635025501	Fraud Dispute-Cardholder did not authorize the transaction	5767	-\$30.32
01/02/23	823653445501	Cardholder states transaction was not properly processed	8222	-\$8.35
01/03/23	730023317401	Fraud Dispute-Cardholder did not authorize the transaction	1773	-\$6.35
01/04/23	830033243701	Fraud Dispute-Cardholder did not authorize the transaction	5859	-\$8.35
01/05/23	830033262501	Fraud Dispute-Cardholder did not authorize the transaction	0593	-\$6.35
01/05/23	830033262701	Fraud Dispute-Cardholder did not authorize the transaction	0593	-\$8.35
01/05/23	830033262401	Fraud Dispute-Cardholder did not authorize the transaction	0593	-\$6.35
01/05/23	830033148601	Cardholder disputing service/merchandise	5373	-\$12.35
01/05/23	830043218501	Cardholder states transaction was not properly processed	3781	-\$26.35
01/05/23	830033262601	Fraud Dispute-Cardholder did not authorize the transaction	0593	-\$5.35
01/06/23	730053813201	Cardholder disputing service/merchandise	1852	-\$28.00
01/06/23	830034106401	Fraud Dispute-Cardholder did not authorize the transaction	4547	-\$12.35
01/06/23	830034106501	Fraud Dispute-Cardholder did not authorize the transaction	4547	-\$8.35
01/06/23	530060070401	Fraud Dispute-Cardholder did not authorize the transaction	2557	-\$32.35
01/06/23	730053364301	Fraud Dispute-Cardholder did not authorize the transaction	6191	-\$32.35
01/06/23	530060152701	Credit chargeback from issuer to offset previous Chargeback	0736	\$12.35
01/06/23	730053717301	Fraud Dispute-Cardholder did not authorize the transaction	1818	-\$4.35
01/06/23	830034106301	Fraud Dispute-Cardholder did not authorize the transaction	4547	-\$12.35
01/06/23	830044098201	Cardholder disputing service/merchandise	7603	-\$20.35
01/08/23	830064264001	Fraud Dispute-Cardholder did not authorize the transaction	5341	-\$10.35
01/08/23	830053452101	Fraud Dispute-Cardholder did not authorize the transaction	1590	-\$20.35
01/08/23	830064264101	Fraud Dispute-Cardholder did not authorize the transaction	5341	-\$6.02
01/08/23	830063906301	Cardholder states transaction was not properly processed	6269	-\$20.35
01/08/23	830065104901	Fraud Dispute-Cardholder did not authorize the transaction	6644	-\$20.35
01/08/23	830064263901	Fraud Dispute-Cardholder did not authorize the transaction	5341	-\$4.47
01/08/23	830064264201	Fraud Dispute-Cardholder did not authorize the transaction	5341	-\$10.23
01/09/23	830074370401	Fraud Dispute-Cardholder did not authorize the transaction	4145	-\$12.35
01/10/23	730093036101	Cardholder states transaction was not properly processed	9632	-\$6.35
01/10/23	730093208301	Cardholder states transaction was not properly processed	6941	-\$8.35
01/10/23	730093443301	Fraud Dispute-Cardholder did not authorize the transaction	4496	-\$6.35
01/11/23	730103133601	Fraud Dispute-Cardholder did not authorize the transaction	1956	-\$9.09
01/11/23	830093578901	Cardholder states transaction was not properly processed	8940	-\$13.35
01/11/23	730103133501	Fraud Dispute-Cardholder did not authorize the transaction	1956	-\$8.35
01/11/23	730103703501	Fraud Dispute-Cardholder did not authorize the transaction	6899	-\$0.85
01/12/23	830104603501	Fraud Dispute-Cardholder did not authorize the transaction	3843	-\$12.35
01/12/23	730113214901	Cardholder disputing service/merchandise	3701	-\$6.69
01/12/23	730113214801	Cardholder disputing service/merchandise	3701	-\$20.35
01/12/23	830103239501	Cardholder states transaction was not properly processed	6163	-\$12.35

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CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/12/23	730113234501	Fraud Dispute-Cardholder did not authorize the transaction	8254	-\$5.35
01/12/23	830103151601	Fraud Dispute-Cardholder did not authorize the transaction	3606	-\$32.35
01/12/23	730113215001	Cardholder disputing service/merchandise	3701	-\$12.91
01/13/23	730123407201	Cardholder states transaction was not properly processed	9007	-\$8.35
01/13/23	830103337701	Fraud Dispute-Cardholder did not authorize the transaction	5939	-\$8.35
01/13/23	830104237601	Cardholder states transaction was not properly processed	2861	-\$12.35
01/13/23	730123467101	Fraud Dispute-Cardholder did not authorize the transaction	0004	-\$20.35
01/13/23	830103337801	Fraud Dispute-Cardholder did not authorize the transaction	5939	-\$4.35
01/13/23	830103337901	Fraud Dispute-Cardholder did not authorize the transaction	5939	-\$4.35
01/13/23	730123150601	Cardholder states transaction was not properly processed	9349	-\$12.35
01/14/23	730133556601	Fraud Dispute-Cardholder did not authorize the transaction	2718	-\$31.20
01/14/23	830103537201	Cardholder disputing service/merchandise	0564	-\$32.35
01/14/23	830124275501	Fraud Dispute-Cardholder did not authorize the transaction	3016	-\$6.35
01/14/23	730133691301	Fraud Dispute-Cardholder did not authorize the transaction	7809	-\$9.34
01/14/23	730133556701	Fraud Dispute-Cardholder did not authorize the transaction	2718	-\$40.35
01/14/23	830124511001	Credit chargeback from issuer to offset previous Chargeback	7690	\$32.35
01/15/23	730143237601	Cardholder states transaction was not properly processed	0734	-\$8.35
01/15/23	830133061601	Cardholder states transaction was not properly processed	8128	-\$9.35
01/15/23	830133822501	Cardholder states transaction was not properly processed	9947	-\$12.05
01/15/23	823393455601	Credit issued for a dispute previously debit to your account	3393	\$8.35
01/16/23	830134525801	Fraud Dispute-Cardholder did not authorize the transaction	0982	-\$2.35
01/16/23	830134525601	Fraud Dispute-Cardholder did not authorize the transaction	0982	-\$2.35
01/16/23	530160042901	Fraud Dispute-Cardholder did not authorize the transaction	5339	-\$32.35
01/16/23	830134525701	Fraud Dispute-Cardholder did not authorize the transaction	0982	-\$2.35
01/16/23	830133035801	Fraud Dispute-Cardholder did not authorize the transaction	1214	-\$4.35
01/17/23	730163600901	Fraud Dispute-Cardholder did not authorize the transaction	5507	-\$2.35
01/17/23	730163601001	Fraud Dispute-Cardholder did not authorize the transaction	5507	-\$1.35
01/17/23	830163536601	Fraud Dispute-Cardholder did not authorize the transaction	8904	-\$12.35
01/17/23	730163600801	Fraud Dispute-Cardholder did not authorize the transaction	5507	-\$4.35
01/18/23	730023317401	Credit issued for a dispute previously debit to your account	1773	\$6.35
01/19/23	830173131701	Cardholder states transaction was not properly processed	5561	-\$3.35
01/19/23	830184589301	Fraud Dispute-Cardholder did not authorize the transaction	3781	-\$7.35
01/19/23	830173131801	Cardholder states transaction was not properly processed	5561	-\$2.35
01/19/23	730183744201	Fraud Dispute-Cardholder did not authorize the transaction	7609	-\$12.35
01/19/23	723540125301	Fraud Dispute-Cardholder did not authorize the transaction	8370	-\$20.35
01/19/23	830033243701	Credit issued for a dispute previously debit to your account	5859	\$8.35
01/19/23	830044098201	Credit issued for a dispute previously debit to your account	7603	\$20.35
01/19/23	830043218501	Credit issued for a dispute previously debit to your account	3781	\$26.35
01/19/23	830033262701	Credit issued for a dispute previously debit to your account	0593	\$8.35
01/19/23	830033148601	Credit issued for a dispute previously debit to your account	5373	\$12.35
01/19/23	830033262501	Credit issued for a dispute previously debit to your account	0593	\$6.35
01/19/23	830033262601	Credit issued for a dispute previously debit to your account	0593	\$5.35
01/19/23	830033262401	Credit issued for a dispute previously debit to your account	0593	\$6.35
01/20/23	830183656201	Fraud Dispute-Cardholder did not authorize the transaction	4580	-\$9.35
01/20/23	830183656301	Fraud Dispute-Cardholder did not authorize the transaction	4580	-\$6.35
01/20/23	730113234501	Credit issued for a dispute previously debit to your account	8254	\$5.35
01/20/23	823653445501	Credit issued for a dispute previously debit to your account	8222	\$8.35
01/20/23	730113215001	Credit issued for a dispute previously debit to your account	3701	\$12.91
01/20/23	730093443301	Credit issued for a dispute previously debit to your account	4496	\$6.35
01/20/23	730093208301	Credit issued for a dispute previously debit to your account	6941	\$8.35
01/20/23	730053717301	Credit issued for a dispute previously debit to your account	1818	\$4.35
01/20/23	730123407201	Credit issued for a dispute previously debit to your account	9007	\$8.35
01/20/23	730133691301	Credit issued for a dispute previously debit to your account	7809	\$9.34
01/20/23	730133556701	Credit issued for a dispute previously debit to your account	2718	\$40.35
01/20/23	730053364301	Credit issued for a dispute previously debit to your account	6191	\$32.35
01/20/23	730113214901	Credit issued for a dispute previously debit to your account	3701	\$6.69
01/20/23	730123467101	Credit issued for a dispute previously debit to your account	0004	\$20.35
01/20/23	730133556601	Credit issued for a dispute previously debit to your account	2718	\$31.20

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Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/20/23	730103133501	Credit issued for a dispute previously debit to your account	1956	\$8.35
01/20/23	730053813201	Credit issued for a dispute previously debit to your account	1852	\$28.00
01/20/23	730143237601	Credit issued for a dispute previously debit to your account	0734	\$8.35
01/20/23	730113214801	Credit issued for a dispute previously debit to your account	3701	\$20.35
01/20/23	730123150601	Credit issued for a dispute previously debit to your account	9349	\$12.35
01/21/23	830203774801	Fraud Dispute-Cardholder did not authorize the transaction	9598	-\$10.35
01/21/23	830193911201	Fraud Dispute-Cardholder did not authorize the transaction	1694	-\$3.35
01/21/23	730193167801	Fraud Dispute-Cardholder did not authorize the transaction	5518	-\$8.35
01/21/23	730193167701	Fraud Dispute-Cardholder did not authorize the transaction	5518	-\$12.35
01/21/23	730204018401	Fraud Dispute-Cardholder did not authorize the transaction	4520	-\$4.35
01/21/23	730193291201	Cardholder states transaction was not properly processed	0904	-\$7.35
01/21/23	830203774701	Fraud Dispute-Cardholder did not authorize the transaction	9598	-\$8.73
01/21/23	830193911301	Fraud Dispute-Cardholder did not authorize the transaction	1694	-\$9.21
01/21/23	830034106501	Credit issued for a dispute previously debit to your account	4547	\$8.35
01/21/23	830093578901	Credit issued for a dispute previously debit to your account	8940	\$13.35
01/21/23	830133061601	Credit issued for a dispute previously debit to your account	8128	\$9.35
01/21/23	730103133601	Credit issued for a dispute previously debit to your account	1956	\$9.09
01/21/23	730103703501	Credit issued for a dispute previously debit to your account	6899	\$0.85
01/21/23	830063906301	Credit issued for a dispute previously debit to your account	6269	\$20.35
01/22/23	730213635801	Cardholder states transaction was not properly processed	7582	-\$4.35
01/22/23	730213318801	Fraud Dispute-Cardholder did not authorize the transaction	1930	-\$1.85
01/22/23	730213220501	Cardholder states transaction was not properly processed	5295	-\$19.35
01/22/23	830103239501	Credit issued for a dispute previously debit to your account	6163	\$12.35
01/22/23	830103337901	Credit issued for a dispute previously debit to your account	5939	\$4.35
01/22/23	830103337701	Credit issued for a dispute previously debit to your account	5939	\$8.35
01/22/23	830103337801	Credit issued for a dispute previously debit to your account	5939	\$4.35
01/22/23	830103537201	Credit issued for a dispute previously debit to your account	0564	\$32.35
01/22/23	830133822501	Credit issued for a dispute previously debit to your account	9947	\$12.05
01/23/23	830074370401	Credit issued for a dispute previously debit to your account	4145	\$12.35
01/23/23	730163600901	Credit issued for a dispute previously debit to your account	5507	\$2.35
01/23/23	830173131801	Credit issued for a dispute previously debit to your account	5561	\$2.35
01/23/23	730183744201	Credit issued for a dispute previously debit to your account	7609	\$12.35
01/23/23	730163600801	Credit issued for a dispute previously debit to your account	5507	\$4.35
01/23/23	830173131701	Credit issued for a dispute previously debit to your account	5561	\$3.35
01/23/23	730163601001	Credit issued for a dispute previously debit to your account	5507	\$1.35
01/24/23	730233828801	Fraud Dispute-Cardholder did not authorize the transaction	5200	-\$20.35
01/24/23	830124275501	Credit issued for a dispute previously debit to your account	3016	\$6.35
01/24/23	830134525801	Credit issued for a dispute previously debit to your account	0982	\$2.35
01/24/23	530060070401	Credit issued for a dispute previously debit to your account	2557	\$32.35
01/24/23	830134525601	Credit issued for a dispute previously debit to your account	0982	\$2.35
01/24/23	830134525701	Credit issued for a dispute previously debit to your account	0982	\$2.35
01/24/23	530160042901	Credit issued for a dispute previously debit to your account	5339	\$32.35
01/25/23	830244545301	Fraud Dispute-Cardholder did not authorize the transaction	2013	-\$4.35
01/25/23	730243269101	Fraud Dispute-Cardholder did not authorize the transaction	2286	-\$1.35
01/25/23	830244864201	Fraud Dispute-Cardholder did not authorize the transaction	6208	-\$4.35
01/25/23	730193167801	Credit issued for a dispute previously debit to your account	5518	\$8.35
01/25/23	730193167701	Credit issued for a dispute previously debit to your account	5518	\$12.35
01/25/23	730193291201	Credit issued for a dispute previously debit to your account	0904	\$7.35
01/25/23	830163536601	Credit issued for a dispute previously debit to your account	8904	\$12.35
01/26/23	730213635801	Credit issued for a dispute previously debit to your account	7582	\$4.35
01/26/23	730213220501	Credit issued for a dispute previously debit to your account	5295	\$19.35
01/26/23	730204018401	Credit issued for a dispute previously debit to your account	4520	\$4.35
01/26/23	730213318801	Credit issued for a dispute previously debit to your account	1930	\$1.85
01/27/23	830253335701	Fraud Dispute-Cardholder did not authorize the transaction	8917	-\$12.35
01/27/23	830253514601	Cardholder states transaction was not properly processed	6554	-\$4.35
01/27/23	730263303501	Cardholder states transaction was not properly processed	7372	-\$10.35
01/28/23	830274366501	Fraud Dispute-Cardholder did not authorize the transaction	1456	-\$20.50
01/28/23	830263146101	Fraud Dispute-Cardholder did not authorize the transaction	1951	-\$8.35

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Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/29/23	830273258201	Fraud Dispute-Cardholder did not authorize the transaction	0175	-\$32.35
01/29/23	830283801601	Fraud Dispute-Cardholder did not authorize the transaction	3842	-\$32.35
01/30/23	730293088801	Fraud Dispute-Cardholder did not authorize the transaction	5726	-\$4.35
01/30/23	830293029601	Fraud Dispute-Cardholder did not authorize the transaction	6175	-\$9.35
01/30/23	830283939001	Fraud Dispute-Cardholder did not authorize the transaction	4163	-\$4.50
01/30/23	830283999601	Fraud Dispute-Cardholder did not authorize the transaction	0615	-\$6.35
01/30/23	830283999701	Fraud Dispute-Cardholder did not authorize the transaction	0615	-\$8.35
01/30/23	830293029401	Fraud Dispute-Cardholder did not authorize the transaction	6175	-\$21.28
01/30/23	830283999501	Fraud Dispute-Cardholder did not authorize the transaction	0615	-\$8.85
01/30/23	830283999801	Fraud Dispute-Cardholder did not authorize the transaction	0615	-\$6.35
01/30/23	830274165501	Cardholder states transaction was not properly processed	2800	-\$4.35
01/30/23	830283944101	Fraud Dispute-Cardholder did not authorize the transaction	7042	-\$2.35
01/30/23	830293029501	Fraud Dispute-Cardholder did not authorize the transaction	6175	-\$16.28
TOTAL				-\$497.98

ADJUSTMENTS

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
No Adjustments for this Statement Period		
Total		0.00

FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES

	Type	Amount
MASTERCARD		
MC-BUS LEVEL 5 DATA RATE I	Interchange charges	-\$433.45
MC-CORP DATA RATE I (US) BUS	Interchange charges	-\$275.80
MC-PREM COM STD ACQUISISCAN	Interchange charges	-\$0.63
MC-BUS LEVEL 2 DATA RATE I	Interchange charges	-\$112.25
MC-INT CON RTE 1 DIG-CMCE SPRM	Interchange charges	-\$179.20
MC-WRLD ELITE SMALL TICKET CNP	Interchange charges	-\$1,585.56
MC-WORLD HV SMALL TICKET CNP	Interchange charges	-\$212.91
MC-REGULATED COMM (DB)	Interchange charges	-\$0.65
MC-PREM COM STD ACQUISISSAM	Interchange charges	-\$0.13
MC-HIGH VAL MERIT I	Interchange charges	-\$467.80
MASTERCARD ACCESS FEE 104499 TRANSACTIONS AT 0.0269	Interchange charges	-\$2,811.02
MC-WORLDCARD MERIT I	Interchange charges	-\$336.58
MC-CORP DATA RATE I (US) CORP	Interchange charges	-\$49.54
MC-ENHANCED MERIT I	Interchange charges	-\$948.17
MC-INT CON RTE 1 DIG-CMCE CORE	Interchange charges	-\$255.62
MC-MERIT I ELECTRONIC COMMERCE	Interchange charges	-\$125.89
MC-CORP BUSINESS INTL FLT	Interchange charges	-\$42.21
MC-PREM COM STD ACQUISISLAC	Interchange charges	-\$0.54
MC-WORLD SMALL TICKET CNP	Interchange charges	-\$171.19
MC-INT CON RTE 3 BASE SPRM	Interchange charges	-\$2.60
MC-WORLD ELITE MERIT I	Interchange charges	-\$2,827.52
MC-ENHANCED SMALL TICKET CNP	Interchange charges	-\$273.38
MC-REG CONSMR US MQ (DB)	Interchange charges	-\$1.08
MC-CORE SMALL TICKET CNP	Interchange charges	-\$35.12
MC-REGULATED UST POS (DB)	Interchange charges	-\$0.43
MC-INT CON RTE 1 DIG-CMCE PREM	Interchange charges	-\$169.40
MC-REG CONSM WFRAUD ADJ MC(DB)	Interchange charges	-\$1,532.49

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

MC-BUS LEVEL 4 DATA RATE I	Interchange charges	-\$173.03
MC-COM DATA RATE I FLT NFUEL	Interchange charges	-\$223.66
MASTERCARD ASSESSMENT FEE 0.0013 TIMES \$470699.92	Interchange charges	-\$611.91
MC-DOMESTIC MERIT I PREPAID	Interchange charges	-\$48.32
MC-SM TICKET MPP CON KEY DB PP	Interchange charges	-\$201.57
MC-MERIT I ECOMM (DB)	Interchange charges	-\$281.04
MC-BUS LEVEL 3 DATA RATE I	Interchange charges	-\$232.67
MC-REGULATED FRD ADJ COMM (DB)	Interchange charges	-\$1,025.23
MC-CORP DATA RATE I (US) PUR	Interchange charges	-\$53.24
MC-PREM COM STD ACQUISAP	Interchange charges	-\$0.05
MC-SM TCKT MPP REG CON KEY DP	Interchange charges	-\$2,566.90
MC-CORP PURCHASING INTL PUR	Interchange charges	-\$1.25
MC LICENSE VOLUME FEE 0.000082 DISC RATE TIMES \$470699.92	Service charges	-\$38.60
MC-AUTH DIGITAL ENABLEMENT MIN 102674 TRANSACTIONS AT 0.02	Fees	-\$2,053.48
MC TPE ACQ MERCH ADVISE CODE 6 TRANSACTIONS AT 0.03	Fees	-\$0.18
MC TPE NOMINAL AMNT AUTH 1 TRANSACTIONS AT 0.045	Fees	-\$0.05
MC TPE EXCESSIVE AUTH 74 TRANSACTIONS AT 0.1	Fees	-\$7.40
MC FOREIGN HANDLING FEE 0.005 TIMES \$36578.05	Fees	-\$182.89
MASTERCARD AUTH FEE 104499 TRANSACTIONS AT 0.015	Fees	-\$1,567.49
MC-DECLINE REASON CODE SVC FEE 5589 TRANSACTIONS AT 0.02	Fees	-\$111.78

VISA

VI INTEGRITY FEE DETAIL REPORT 9,167 TRANSACTIONS AT .002000	Fees	-\$18.33
VI-US BUS TR2 PRD 1	Interchange charges	-\$486.32
VI-US REGULATED COMM (DB)	Interchange charges	-\$2,420.36
VI-US BUS TR3 PRD 1	Interchange charges	-\$516.37
VI-ECOMM BSC P1 SIG PRF INFSQ	Interchange charges	-\$9,621.95
VI-US BUS TR4 PRD 1	Interchange charges	-\$359.47
VI-SUPER PREMIUM EU ISS US ACQ	Interchange charges	-\$54.64
VI-INTER PREM CEMEA ISS US ACQ	Interchange charges	-\$15.90
VI-INTER PREM EU ISS US ACQ	Interchange charges	-\$10.56
VI-CPS/ECOMM-BASIC (PP)	Interchange charges	-\$1,571.52
VI-CORPORATE PREPAID	Interchange charges	-\$0.19
VI-US BUS TR1 PRD 1	Interchange charges	-\$355.54
VI-PURCHASING CARD CNP	Interchange charges	-\$154.15
VI-BUSINESS CARD CNP (DB)	Interchange charges	-\$90.07
VI-INTREG BUS/CORP/PURCH (US)	Interchange charges	-\$59.61
VI-BUS PURCH CNP (PP)	Interchange charges	-\$31.76
VI-SUPER PREMIUM CEMEA ISS US	Interchange charges	-\$7.80
VI-INTER PREM CAN ISS US ACQ	Interchange charges	-\$157.97
VI-REG CONSUMER MQ (DB)	Interchange charges	-\$20,076.86
VI-ECOMM BSC P1 SIG INF SNQ	Interchange charges	-\$3,159.46
VI-ECOMM BASIC P1 TRAD	Interchange charges	-\$1,108.41
VI-SUPER PREMIUM AP ISS US ACQ	Interchange charges	-\$6.49
VI-CPS/ECOMM-BASIC (DB)	Interchange charges	-\$1,787.50
VI-INTREG STANDARD (US)	Interchange charges	-\$390.10
VI-INTER PREM AP ISS US ACQ	Interchange charges	-\$12.02
VISA ACCESS FEE 225023 TRANSACTIONS AT 0.0269	Interchange charges	-\$6,053.12
VI-SUPER PREMIUM LAC ISS US AC	Interchange charges	-\$103.32
VI-INTER PREM LAC ISS US ACQ	Interchange charges	-\$53.32
VISA ASSESSMENT FEE DB 0.0013 TIMES \$599166.99	Interchange charges	-\$778.92
VISA ASSESSMENT FEE CR 0.0014 TIMES \$465120.20	Interchange charges	-\$651.17
VI-IR REGULATED (DB)	Interchange charges	-\$34.78
VI-ECOMM BASIC P1 REWARDS	Interchange charges	-\$1,955.82
VI-CORPORATE CARD CNP	Interchange charges	-\$150.99
VI-INTERG SPREM CAN ISS US ACQ	Interchange charges	-\$45.65
VI-US BUS TR5 PRD 1	Interchange charges	-\$365.03
VISA AUTH FEE 225023 TRANSACTIONS AT 0.015	Fees	-\$3,375.35
VI-ADDRESS VER SVC FEE 217093 TRANSACTIONS AT 0.001	Fees	-\$217.09
VI NEVER APPROVE REATTEMPT FEE 5148 TRANSACTIONS AT 0.1	Fees	-\$514.80
VI DECLINE TRAN RESUB FEE 1 TRANSACTIONS AT 0.1	Fees	-\$0.10

YOUR CARD PROCESSING STATEMENT

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

VI NEVER APPROVE REATT XBORFEE 40 TRANSACTIONS AT 0.15	Fees	-\$6.00
VISA FOREIGN HANDLING FEE 0.005 TIMES \$53183.38	Fees	-\$265.92
VI NTWK ACQ PROC FEE INTL D/P 2407 TRANSACTIONS AT 0.0355	Fees	-\$85.45
VI NTWK ACQ PROC FEE INTL CR 6730 TRANSACTIONS AT 0.0395	Fees	-\$265.84

DISCOVER

DSCVR PSLECOMMERCE(DB)	Interchange charges	-\$15.74
DSCVR PSLECOMMERCE(RW)	Interchange charges	-\$546.88
DSCVR PSLMICROTICKET(PPLUS)	Interchange charges	-\$1.95
DSCVR PSLMICROTICKET(PREM)	Interchange charges	-\$10.60
DSCVR PSLMICROTICKET(DB)	Interchange charges	-\$2.04
DSCVR COMML ELECT OTHER	Interchange charges	-\$267.34
DSCVR PSLECOMMERCE(PREM)	Interchange charges	-\$39.59
DSCVR PSLECOMMERCE(PPLUS)	Interchange charges	-\$2.28
DISCOVER ASSESSMENT FEE 0.0014 TIMES \$33284.14	Interchange charges	-\$46.60
DSCVR-PSLMICROTICKET(RW)	Interchange charges	-\$139.52
DISCOVER DATA USAGE FEE 5977 TRANSACTIONS AT 0.0025	Service charges	-\$14.94
DISCOVER AUTH FEE 6217 TRANSACTIONS AT 0.015	Fees	-\$93.26
ADDRS VERIFICATION SERVICE FEE 6190 TRANSACTIONS AT 0.005	Fees	-\$30.95
NETWORK AUTHORIZATION FEE 6216 TRANSACTIONS AT 0.019	Fees	-\$118.10

AMERICAN EXPRESS

AMEX AUTH FEE 56764 TRANSACTIONS AT 0.015	Fees	-\$851.46
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Other

DIGITAL INVESTMENT FEE \$33284.14 AT 0.0001	Service charges	-\$3.33
AVS WATS AUTHORIZATION FEE 392489 TRANSACTIONS AT 0.01	Fees	-\$3,924.89

TOTAL TRANSACTION FEES

-\$85,737.39

ACCOUNT FEES

	Type	Amount
MC MONTHLY LOCATION FEE	Fees	-\$0.43
VISA NETWORK FEE CNP 2-09	Fees	-\$285.89
MERCHANT RSP DAY 1-20 VISA DMS 45 TRANSACTIONS AT 1.05	Fees	-\$47.25
VS INTL ACQUIRER FEE 0 TRANS TOTALING \$53210.13	Fees	-\$239.45
INCOMING CHARGEBACKS ALL 97 TRANSACTIONS AT 5	Fees	-\$485.00
NW MC PRE ARBITRATION ACPT FEE 1 TRANSACTIONS AT 15	Fees	-\$15.00
MC GLOBAL ACQUIRER FEE 0 TRANS TOTALING \$36578.05	Fees	-\$310.91
US CROSS BORDER FEE 0 TRANS TOTALING \$36318.57	Fees	-\$217.91
VISA INTL SERVICE FEE - BASE 0 TRANS TOTALING \$53210.13	Fees	-\$532.10

TOTAL ACCOUNT FEES

-\$2,133.94

TOTAL

-\$87,871.33

Total Interchange Charges

-\$71,989.71

Total Service Charges

-\$56.87

Total Fees

-\$15,824.75

Total (Service Charges, Interchange Charges, and Fees)

-\$87,871.33

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.

The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Cost Per Transaction	Sub Total	Total Interchange Charges
MASTERCARD								
MC-REGULATED COMM (DB)	\$39.55	0%	3	0%	0.0005	\$0.210	-\$0.65	
MC-INT CON RTE 1 DIG-CMCE SPRM	\$9,052.53	2%	1,593	2%	0.0198	0.000	-\$179.20	
MC-INT CON RTE 1 DIG-CMCE CORE	\$15,976.44	3%	2,347	2%	0.0160	0.000	-\$255.62	
MC-DOMESTIC MERIT I PREPAID	\$1,426.90	0%	116	0%	0.0176	\$0.200	-\$48.32	

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INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
 The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Interchange Cost							Total Interchange Charges
	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Rate	Cost Per Transaction	Sub Total	
MC-PREM COM STD ACQUISISSCAN	\$31.40	0%	4	0%	0.0200	0.000	-\$0.63	
MC-HIGH VAL MERIT I	\$13,196.29	3%	1,247	1%	0.0260	\$0.100	-\$467.80	
MC-MERIT I ECOMM (DB)	\$10,095.28	2%	763	1%	0.0165	\$0.150	-\$281.04	
MC-PREM COM STD ACQUISISSAM	\$6.39	0%	1	0%	0.0200	0.000	-\$0.13	
MC-PREM COM STD ACQUISISSAP	\$2.35	0%	1	0%	0.0200	0.000	-\$0.05	
MC-BUS LEVEL 2 DATA RATE I	\$2,087.40	0%	538	1%	0.0280	\$0.100	-\$112.25	
MC-INT CON RTE 3 BASE SPRM	\$131.49	0%	18	0%	0.0198	0.000	-\$2.60	
MC-WORLD ELITE MERIT I	\$79,116.23	17%	7,705	8%	0.0260	\$0.100	-\$2,827.52	
MC-BUS LEVEL 4 DATA RATE I	\$3,299.47	1%	757	1%	0.0295	\$0.100	-\$173.03	
MC-WORLDCARD MERIT I	\$10,648.99	2%	1,023	1%	0.0220	\$0.100	-\$336.58	
MC-SM TCKT MPP REG CON KEY DP	\$74,762.13	16%	25,898	27%	0.0170	\$0.050	-\$2,566.90	
MC-BUS LEVEL 5 DATA RATE I	\$9,121.64	2%	1,598	2%	0.0300	\$0.100	-\$433.45	
MC-BUS LEVEL 3 DATA RATE I	\$4,665.15	1%	997	1%	0.0285	\$0.100	-\$232.67	
MC-INT CON RTE 1 DIG-CMCE PREM	\$9,155.33	2%	1,366	1%	0.0185	0.000	-\$169.40	
MC-REGULATED UST POS (DB)	\$22.12	0%	2	0%	0.0005	\$0.210	-\$0.43	
MC-MERIT I ELECTRONIC COMMERCE	\$4,394.65	1%	402	0%	0.0195	\$0.100	-\$125.89	
MC-REG CONSM WFRAUD ADJ MC(DB)	\$82,778.74	18%	6,777	7%	0.0005	\$0.220	-\$1,532.49	
MC-CORP DATA RATE I (US) PUR	\$1,349.24	0%	168	0%	0.0270	\$0.100	-\$53.24	
MC-REGULATED FRD ADJ COMM (DB)	\$23,215.96	5%	4,607	5%	0.0005	\$0.220	-\$1,025.23	
MC-CORP DATA RATE I (US) BUS	\$5,946.40	1%	1,182	1%	0.0265	\$0.100	-\$275.80	
MC-COM DATA RATE I FLT NFUEL	\$5,204.50	1%	831	1%	0.0270	\$0.100	-\$223.66	
MC-ENHANCED SMALL TICKET CNP	\$9,373.61	2%	3,819	4%	0.0210	\$0.020	-\$273.38	
MC-ENHANCED MERIT I	\$27,924.04	6%	3,616	4%	0.0210	\$0.100	-\$948.17	
MC-WRLD ELITE SMALL TICKET CNP	\$45,045.38	10%	20,719	22%	0.0260	\$0.020	-\$1,585.56	
MC-CORP BUSINESS INTL FLT	\$2,110.50	0%	307	0%	0.0200	0.000	-\$42.21	
MC-PREM COM STD ACQUISSSLAC	\$27.05	0%	3	0%	0.0200	0.000	-\$0.54	
MC-CORE SMALL TICKET CNP	\$1,272.00	0%	516	1%	0.0195	\$0.020	-\$35.12	
MC-WORLD SMALL TICKET CNP	\$5,618.47	1%	2,379	2%	0.0220	\$0.020	-\$171.19	
MC-REG CONSMR US MQ (DB)	\$60.75	0%	5	0%	0.0005	\$0.210	-\$1.08	
MC-CORP DATA RATE I (US) CORP	\$1,141.82	0%	187	0%	0.0270	\$0.100	-\$49.54	
MC-CORP PURCHASING INTL PUR	\$62.45	0%	7	0%	0.0200	0.000	-\$1.25	
MC-WORLD HV SMALL TICKET CNP	\$6,188.21	1%	2,601	3%	0.0260	\$0.020	-\$212.91	
MC-SM TICKET MPP CON KEY DB PP	\$6,149.07	1%	1,939	2%	0.0170	\$0.050	-\$201.57	
MASTERCARD TOTAL	\$470,699.92		96,042					-\$14,847.10
VISA								
VI-ECOMM BSC P1 SIG INF SNQ	\$75,666.80	7%	16,080	8%	0.0205	\$0.100	-\$3,159.46	
VI-US BUS TR4 PRD 1	\$7,602.96	1%	1,352	1%	0.0295	\$0.100	-\$359.47	
VI-CORPORATE CARD CNP	\$3,235.68	0%	636	0%	0.0270	\$0.100	-\$150.99	
VI-BUSINESS CARD CNP (DB)	\$2,259.87	0%	347	0%	0.0245	\$0.100	-\$90.07	
VI-CORPORATE PREPAID	\$3.35	0%	1	0%	0.0265	\$0.100	-\$0.19	
VI-INTER PREM LAC ISS US ACQ	\$2,962.33	0%	523	0%	0.0180	0.000	-\$53.32	
VI-SUPER PREMIUM LAC ISS US AC	\$5,244.75	0%	980	0%	0.0197	0.000	-\$103.32	
VI-INTER PREM CAN ISS US ACQ	\$8,776.34	1%	1,319	1%	0.0180	0.000	-\$157.97	
VI-SUPER PREMIUM EU ISS US ACQ	\$2,773.45	0%	455	0%	0.0197	0.000	-\$54.64	
VI-REG CONSUMER MQ (DB)	\$463,248.07	44%	90,198	44%	0.0005	\$0.220	-\$20,076.86	
VI-INTREG BUS/CORP/PURCH (US)	\$2,980.70	0%	477	0%	0.0200	0.000	-\$59.61	
VI-SUPER PREMIUM AP ISS US ACQ	\$329.65	0%	44	0%	0.0197	0.000	-\$6.49	
VI-PURCHASING CARD CNP	\$3,771.42	0%	523	0%	0.0270	\$0.100	-\$154.15	
VI-ECOMM BASIC P1 REWARDS	\$48,865.40	5%	9,593	5%	0.0204	\$0.100	-\$1,955.82	
VI-BUS PURCH CNP (PP)	\$670.07	0%	140	0%	0.0265	\$0.100	-\$31.76	
VI-INTER PREM EU ISS US ACQ	\$586.56	0%	87	0%	0.0180	0.000	-\$10.56	
VI-US BUS TR1 PRD 1	\$7,408.07	1%	1,592	1%	0.0265	\$0.100	-\$355.54	
VI-US BUS TR5 PRD 1	\$7,934.33	1%	1,270	1%	0.0300	\$0.100	-\$365.03	
VI-US REGULATED COMM (DB)	\$56,627.11	5%	10,872	5%	0.0005	\$0.220	-\$2,420.36	
VI-ECOMM BASIC P1 TRAD	\$28,220.03	3%	5,751	3%	0.0189	\$0.100	-\$1,108.41	
VI-CPS/ECOMM-BASIC (DB)	\$43,470.28	4%	7,134	3%	0.0165	\$0.150	-\$1,787.50	
VI-IR REGULATED (DB)	\$910.83	0%	156	0%	0.0005	\$0.220	-\$34.78	

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Statement Period 01/01/23 - 01/31/23

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
 The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description					Interchange Cost		Sub Total	Total Interchange Charges
	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Rate	Cost Per Transaction		
VI-US BUS TR2 PRD 1	\$10,204.30	1%	2,006	1%	0.0280	\$0.100	-\$486.32	
VI-SUPER PREMIUM CEMEA ISS US	\$396.08	0%	68	0%	0.0197	0.000	-\$7.80	
VI-CPS/ECOMM-BASIC (PP)	\$31,977.41	3%	5,060	2%	0.0175	\$0.200	-\$1,571.52	
VI-ECOMM BSC P1 SIG PRF INFSQ	\$208,967.02	20%	43,959	21%	0.0250	\$0.100	-\$9,621.95	
VI-INTER PREM CEMEA ISS US ACQ	\$883.08	0%	168	0%	0.0180	0.000	-\$15.90	
VI-INTREG STANDARD (US)	\$24,381.28	2%	3,864	2%	0.0160	0.000	-\$390.10	
VI-INTERG SPREM CAN ISS US ACQ	\$2,317.35	0%	362	0%	0.0197	0.000	-\$45.65	
VI-INTER PREM AP ISS US ACQ	\$667.73	0%	80	0%	0.0180	0.000	-\$12.02	
VI-US BUS TR3 PRD 1	\$10,944.89	1%	2,044	1%	0.0285	\$0.100	-\$516.37	
VISA TOTAL	\$1,064,287.19		207,141					-\$45,163.93
DISCOVER								
DSCVR PSLECOMMERCE(DB)	\$510.90	2%	34	1%	0.0175	\$0.200	-\$15.74	
DSCVR PSLMICROTICKET(PPLUS)	\$43.72	0%	21	0%	0.0205	\$0.050	-\$1.95	
DSCVR PSLMICROTICKET(PREM)	\$538.28	2%	197	3%	0.0197	0.000	-\$10.60	
DSCVR PSLECOMMERCE(RW)	\$18,526.19	56%	1,708	29%	0.0203	\$0.100	-\$546.88	
DSCVR PSLMICROTICKET(DB)	\$113.43	0%	48	1%	0.0180	0.000	-\$2.04	
DSCVR PSLECOMMERCE(PPLUS)	\$67.10	0%	6	0%	0.0250	\$0.100	-\$2.28	
DSCVR COMML ELECT OTHER	\$5,045.62	15%	958	16%	0.0245	\$0.150	-\$267.34	
DSCVR PSLECOMMERCE(PREM)	\$1,282.45	4%	133	2%	0.0205	\$0.100	-\$39.59	
DSCVR-PSLMICROTICKET(RW)	\$7,156.45	22%	2,872	48%	0.0195	0.000	-\$139.52	
DISCOVER TOTAL	\$33,284.14		5,977					-\$1,025.94
AMERICAN EXPRESS								
AMEX PASS-THRU	\$256,398.38	100%	55,700	100%	0.0000	0.000	0.00	
AMERICAN EXPRESS TOTAL	\$256,398.38		55,700					0.00
TOTAL	\$1,824,669.63		364,860					-\$61,036.97

ATTACHMENT C
SUNBIZ & PROPOSAL RESPONSE TO RFQ



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number P23000076110
FEI/EIN Number NONE
Date Filed 10/26/2023
State FL
Status ACTIVE

Principal Address

1290 HOMER STREET
 UNIT 600
 VANCOUVER, BC V6B 2-Y5 CA

Mailing Address

1290 HOMER STREET
 UNIT 600
 VANCOUVER, BC V6B 2-Y5 CA

Registered Agent Name & Address

NRAI SERVICES, INC.
 1200 SOUTH PINE ISLAND ROAD
 PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title P

SAMRA, SATYAJIT, MR
 600-1290 HOMER STREET
 VANCOUVER, BC V6B 2-Y5 CA

Title SEC

BOCHKARYOVA, OLGA, MRS
 600-1290 HOMER STREET
 VANCOUVER, BC V6B 2-Y5 CA

Title TREA

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No: BID NUMBER	Solicitation Title: PROJECT TITLE
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BIDDER'S NAME: PayByPhone US Inc.		
NO. OF YEARS IN BUSINESS: 22	NO. OF YEARS IN BUSINESS LOCALLY: 22	NO. OF EMPLOYEES: 289
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: N/a		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 6th Floor, 1290 Homer Street, Vancouver, BC, Canada, V6B 2Y5		
CITY: Vancouver		
STATE: British Columbia	ZIP CODE: V6B 2Y5	
TELEPHONE NO.: 6046424286		
TOLL FREE NO.: N/a		
FAX NO.: 1.866.286.5401		
BIDDER LOCAL ADDRESS: 6th Floor, 1290 Homer Street		
CITY: Vancouver		
STATE: British Columbia	ZIP CODE: V6B 2Y5	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Teresa Trussell		
ACCOUNT REP TELEPHONE NO.: 6046424286		
ACCOUNT REP TOLL FREE NO.: N/a		
ACCOUNT REP EMAIL: ttrussell@paybyphone.com		
FEDERAL TAX IDENTIFICATION NO.: 87-3652865		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name and Title of Bidder's Authorized Representative: Sonny Samra	Signature of Bidder's Authorized Representative: Sonny Samra
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SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
SS	Addendum 1		Addendum 6		Addendum 11
SS	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1	N/A	
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:
<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	<i>BID NUMBER</i>
Project Title	<i>PROJECT TITLE</i>

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name: **Miami Parking Authority**

Contact Individual Name and Title: **Angel Diaz, Director of Operations**

Address: **40 Northwest 3 Street, Miami, FL 33128**

Telephone: **1-305-373-6789 x267**

Contact's Email: **adiaz@miamiparking.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:

Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this time to cover us on the duration portion. The project budget part always blows my mind and never makes sense to me. PThe City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.2

Firm Name: **City of Pompano Beach Florida**

Contact Individual Name and Title: **Jeff Lantz, Parking Manager**

Address: **3460 NE 3rd Street, Pompano, Florida 33060**

Telephone: **954-786-5580**

Contact's Email: **Jeff.Lantz@copbfl.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:

Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.3

Firm Name: **City of Seattle Washington**

Contact Individual Name and Title: **Mary Catherine Snyder, Parking Strategist**

Address: **700 5th Avenue, Seattle, Washington 98104**

Telephone: **1-206-684-8110**

Contact's Email: **Marycatherine.snyder@seattle.gov**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☒ NO

If answer to above is “YES,” bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☐ YES ☒ NO

SECTION 8 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐ YES ☒ NO

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder's Authorized Representative: Sonny Samra	Signature of Bidder's Authorized Representative: Sonny Samra
---	--

SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name and Title of Bidder's Authorized Representative: Sonny Samra	Signature of Bidder's Authorized Representative: Sonny Samra
---	--

SECTION 11 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 12 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☒ YES ☐ NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

☒ YES

☐ NO

SECTION 13 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code
(https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code
(https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 14 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 15 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 16 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:

<https://www.flsenate.gov/Laws/Statutes/2012/287.133>

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 17 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE

the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a

veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the **State of Florida**?

☐

YES

☒

NO

Is the bidder a service-disabled veteran business enterprise certified by the **United States Federal Government**?

☐

YES

☒

NO

SECTION 18 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☒

YES

☐

NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☒

YES

☐

NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	Yes	Yes	
Sick Leave	Yes	Yes	
Family Medical Leave	Yes, based on state/provincial laws where person resides	Dependent on state/provincial laws where person resides	
Bereavement Leave	Yes	Yes	

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City

Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SECTION 19 – MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM MISSISSIPPI

Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the applicant is seeking to be prequalified sourced in Mississippi?

☐

YES

☒

NO

If yes, explain.



Simplifying Your Journey

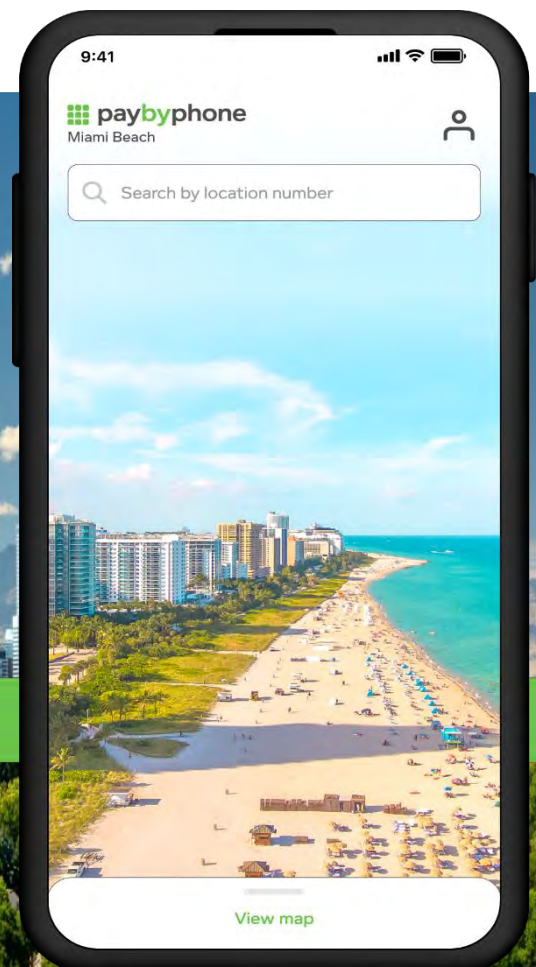
Mobile Parking Payment System – City of Miami Beach, FL

Request for Qualification No. 2023-051-WG
April 3, 2023

Teresa Trussell
Senior Sales Director

PayByPhone Technologies Inc.
6th Floor, 1290 Homer Street
Vancouver, BC, Canada, V6B 2Y5

Phone: 740.416.0948
Email: ttrussell@paybyphone.com



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Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.

1.1 Cover Letter

April 5, 2023

William Garviso
City of Miami Beach, Procurement Division
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Mobile Payment Solutions Request for Proposals

Dear William:

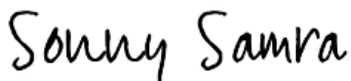
PayByPhone seeks to partner with the City of Miami Beach (City) to deliver a world-renowned mobile parking payment solution creating a seamless and contactless parking experience. Founded in 2001, PayByPhone is the largest and most successful mobile parking payments company in the world. We have over 55M users in thousands of locations and are owned by Volkswagen Financial Services (VWFS), AG.

We believe PayByPhone is the best solution for you for the following reasons:

- **Local User Base & Adoption** – PayByPhone has been present in the Miami area since 2008, and since that time, we have expanded into 55 unique locations throughout the state. During 2022, this resulted in nearly 1M active users - 50% of these are in the Miami area alone - and 21M+ transactions in Florida with 52% of these occurring in the Miami area. This demonstrates PayByPhone's regional saturation, and a combination of our strong local presence and marketing endeavors can exponentially grow your adoption while creating a seamless parking experience for your drivers.
- **Flexible Rates and Self-serve** – We handle rate policies for local cities such as the Miami Parking Authority, North Bay Village, Surfside Beach, Bal Harbour, Coral Gables, and even the Miami Marlins. Across North America, we are present in Cities such as San Francisco, CA; Seattle, WA; and Lexington, KY—to name a few. We support the largest variety of rates, including resident rate features, to meet all your needs, which can be independently adjusted by you and your team.
- **A solution that drivers love** – The PayByPhone app delivers the best experience for drivers, with the highest ratings in the industry (4.9 out of a five-star rating from 458,675 reviewers in iOS app store, America).
- **12 languages** – PayByPhone is a multilingual app with global appeal available in English, Spanish, and French—to name a few!

We look forward to working with you to facilitate a simpler, faster, and better parking experience for your drivers—freeing you up to focus on what matters most: helping your customers get the most out of mobility as a service. If you have any questions, please feel free to contact me at the details below.

Sincerely,



Sonny Samra, Senior Director of Business Growth
Tel: 720-710-7198
Email: ssamra@paybyphone.com



Teresa Trussell, Sales Director
Tel: 740.416.0948
Email: ttrussell@paybyphone.com

TAB 2 Experience and Qualifications

2.1 Qualifications of Proposing Firm

PayByPhone delivers high levels of application ratings and digital payments through service design, full cycle marketing, and the customer support experience. Our service turns high volumes of digital payments into reduced infrastructure costs for cities. As more people use the application to pay for parking, cities may eventually remove meters and pay stations completely.

Having digital payment technology is only one piece — drivers also need to use the service to show it's a true benefit to the City. Our mobile application is easy to use, and supported by targeted marketing campaigns that boost awareness and adoption. Our application is recognized globally and across North America by drivers who regularly use their mobile devices to pay for parking, which includes nearby areas such as the Miami Parking Authority (MPA), Miami Dade County Parks, The City of Tampa, The Miami Marlins, Miami Dade Metro Rail, Paradise Parking Miami, Florida International University (FIU), DEC Parking Way LLC Miami, Diamond Parking Miami, LAZ South Beach, The City of Pompano Beach, and the City of South Miami.

With digital transaction volumes driven by consumer behavior and compliance to parking regulations, the City will experience decreased costs in enforcement and equipment maintenance. With our service, the City will have a turnkey solution — smart city technology available to monitor program performance and a popular mobile parking application for drivers who already know and love it. Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers are often already familiar with the app from their use of privately-owned off-street lots that feature PayByPhone. The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers.

Simply offering a mobile payment service is not enough. Drivers must love the solution in order to change their habits. Our app is simple to use, widely recognized across North America and internationally, and is supported by effective marketing campaigns that promote awareness and encourage drivers to use it.

Our seasoned professionals are supported by dedicated engineers and staff and will be available to the City through the duration of our partnership. Our team has successfully deployed the PayByPhone application many times and has developed a collaborative implementation plan that will suit your needs. Our typical timeline for implementation is approximately six to eight weeks from initiation to go-live and another two weeks for administrative wrap-up. With the PayByPhone solution, the benefits to the City include the following:

- A user-friendly and widely recognized system that is robust and provides top-level security, including PCI-DSS Level 1 compliance.
- High adoption rates with a globally recognized mobile application.

- Secure and easy to use payment methods including credit card, Apple Pay, Google Pay, and PayPal.
- Minimized implementation and operational costs for the system through vendor supplied training.
- Optimized market exposure, consistent branding, and engagement with community merchants by PayByPhone's award winning marketing department.
- Collaboration in the process of identifying requirements, needs for configuration, and development of customization. Testing, training, and soft launch will facilitate a smooth launch to go-live.
- Extensive experience driving high adoption rates and included promotional support to ensure the program achieves maximum value for the City.
- A practical investment in a scalable mobile parking payment program that optimizes implementation, continual growth, with future revenues.

PayByPhone is a global leader in mobility payment solutions, having moved the needle in this space long before anyone else did. We were founded in Vancouver, BC, in 2001 with the sole purpose of creating a frictionless, enjoyable parking experience for drivers and all who work in the parking industry – using mobile and Web technologies to do this. We are now a global company and a subsidiary of Volkswagen Financial Services (VWFS), AG, (think brands such as Audi, Porsche, Bentley, Lamborghini, Bugatti, VW) committed to investing in parking innovation, mobility, and exceptional service.



We continue to reach milestones in the parking space. Consider the following:

- 60 million users (and counting) in 1,300+ cities – Vancouver, Seattle, San Francisco, London, Paris, and more – and 1,000+ locations.
- Operating in 7 countries; 1,459 clients worldwide
- 193+ million in yearly transactions
- US \$814+ million payments processed.
- Financially secure – subsidiary of Germany's VWFS since 2016
- Nearly 300 dedicated full-time staff.
- Unique features such as self-serve rates engine, dynamic white label, guest accounts

With such impressive metrics, it's no wonder PayByPhone is considered the most used and loved mobility parking payment app in the world. When you partner with us, you will be implementing an unrivaled product that offers not just an unmatched user-friendly experience, but also a significant cost savings to the City's parking operations.

Included here and within the required questionnaire, are examples where PayByPhone is present and provide mobile payment services.

PayByPhone References

Miami Parking Authority



Agency Address	40 Northwest 3 Street, Miami, FL 33128
Contact Phone Number	1-305-373-6789 x267
Contact Name & Title	Angel Diaz, Director of Operations
Contact Email	adiaz@miamiparking.com
Project Description	Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment and resident rate services
Firm or Principal Experience	Firm
Enforcement Integration	Genetec LPR

City of Pompano Beach Florida



Agency Address	3460 NE 3 rd Street, Pompano, Florida 33060
Contact Phone Number	954-786-5580
Contact Name & Title	Jeff Lantz, Parking Manager
Contact Email	Jeff.Lantz@copbfl.com
Project Description	Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	NuPark

City of Seattle Washington (SDOT)



Agency Address	700 5 th Avenue, Seattle, Washington 98104
Contact Phone Number	1-206-684-8110
Contact Name & Title	Mary Catherine Snyder, Parking Strategist
Contact Email	Marycatherine.snyder@seattle.gov
Project Description	Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with

	PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	Gtechna & IPS

2.2 Qualifications of Proposing Team

PayByPhone has a team of dedicated and experienced personnel who will help drive forward a successful implementation of this project, should it be awarded to us. The designated project administrator will be Shalini Diaz. Our Implementation (100 percent), Onboarding Management (100 percent), Client Success (100 percent), Sales Director (15 percent), and Marketing (15 percent) teams will work with the City to execute on the required deliverables for the proposed work. The following will be the project's key stakeholders. Resumes have been provided in **Appendix 1 – Resumes**

Teresa Trussell, CAPP, Senior Sales Director



Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI.

In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Central Southeast regions. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success. Teresa will be servicing the account on an ongoing basis.

Shalini Diaz, Director, Client Success



Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets.

Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals. Shalini will be servicing the account on an ongoing basis.

Carmen Donnell, CAPP, Managing Director, North America



Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need.

Recently promoted to Managing Director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.

Jonny Combe, President, and CEO



Jonny joined PayByPhone in 2018 from the BMW Group, where he spent 12 years in senior management roles. He spearheaded the UK Digital and Innovation Programs and pioneered the birth of the award-winning BMW Innovation Lab. At PayByPhone, Jonny leverages his inclusive and engaging leadership style to drive a winning team mindset globally. Before being appointed CEO in 2022, Jonny led PayByPhone's expanding corporate portfolio in North America and Europe, and was UK CEO from 2018 to 2022, driving massive growth in the market. Jonny is passionate about how PayByPhone and parking fit into the wider technology ecosystem.

Anthony Cashel, Chief Client Officer



Anthony Cashel is PayByPhone's Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.

Nigel Carroll, Chief Technology Officer



Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U\$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology. Nigel will be on hand in an advisory capacity throughout the project's term.

Jessica Britton, Director, Product Marketing



Jessica Britton is an accomplished marketing, communications, and business development executive with many years' experience in her field. She is passionate about enterprise growth and bringing product value to users and clients.

As PayByPhone's Global Product Marketing Director and interim North America Marketing Communications Manager, Jessica develops and maintains the overall North American marketing strategy to increase adoption, usage, and reactivation of users on a large scale. She also develops the overall go-to market strategy for PayByPhone products and services on a global and regional level. Jessica is accredited with creating a business-to-business marketing presence for PayByPhone from ground zero quickly, thereby earning her a directorship role. Challenging the status quo and forging long-term relationships with key partners, clients, prospects, and departments, Jessica strives to go above and beyond to add value and growth to the parking and mobility industry. Jessica will be hands-on during project launch.

PayByPhone will provide a variety of professional services, which are included as part of the City's initial implementation and ongoing program. Each role is outlined below with a short description.

Below is a list of professional team member roles and their respective definitions within PayByPhone who will be directly or indirectly involved in the City's project.

Sales Director: The Sales Director will work closely with the City through the RFP, negotiation, and contract execution stages. They will also participate in weekly calls during the onboarding process and work with the onboarding manager as needed. After go-live, they work closely with the City to grow adoption via in-person visits, which include go-live street teamwork and routine check ins. During this time, they work closely with the assigned Client Success Account Manager to ensure success.

Project/Onboarding Manager: The Project/Onboarding Manager will work closely with the City to coordinate implementation needs and ensure the City meets its anticipated go-live date. They coordinate any third-party integrations that may be necessary and facilitate weekly meetings during the implementation process. Onboarding managers additionally provide training in advance of the City's go-live based on a mutually developed schedule.

Programmer/Developer: Programmers and developers are utilized as needed based on integration needs during the implementation phase.

Client Success Account Manager: The Client Success Manager will serve as the City's primary point of contact from go-live onward with an overall goal of answering questions the University may have, assisting with updates and changes as necessary, scheduling and conducting routine check-ins with the City, and measuring and driving adoption.

Integration Specialist: The Integration Specialist will work with any third-party vendors to ensure all integrations are properly set up and tested. They collaborate closely with the Project and Onboarding Manager during the Implementation phase as well as with Client Success Managers when an existing client adjusts their integrations.

Support Agent: Customer Support Agents work closely with drivers to ensure consumer satisfaction, assist with parking needs, and deliver top-notch customer service to drivers.

Tester: During the implementation phase, a tester is responsible for running routine test transactions to ensure integrations are properly functioning and revenue is being processed as expected. Routine tests are also conducted on existing accounts as needed.

Furthermore, the City's parking administrative staff will have a dedicated client manager to contact via email or toll-free number, between 8 a.m. and 5 p.m. PST, Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires the UNC Charlotte staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

The following organizational chart illustrates the proposed personnel who will be involved in the performance of this potential contract. Resumes have been provided in **Appendix 1 – Resumes**.



TAB 3 System Capabilities

3.1.1 Provide a detailed description of the system being proposed and its functionality.

The PayByPhone app, already utilized by drivers within Miami and the surrounding areas, is compatible with iOS (including Apple Watch) and Android mobile devices, is simple to use and very dynamic in what it delivers. No hardware or network requirements are needed to operate the app. Put to the test, our well-known and top-rated app (800,000 five-star reviews globally across all platforms; 4.9 out of a five-star rating in iOS app store, America) will show how simplicity and convenience streamline the parking payment process for the driver and increase the City's revenues significantly. Parking transactions can be completed in three easy steps.



1. Enter **location #**

2. Enter **parking duration**

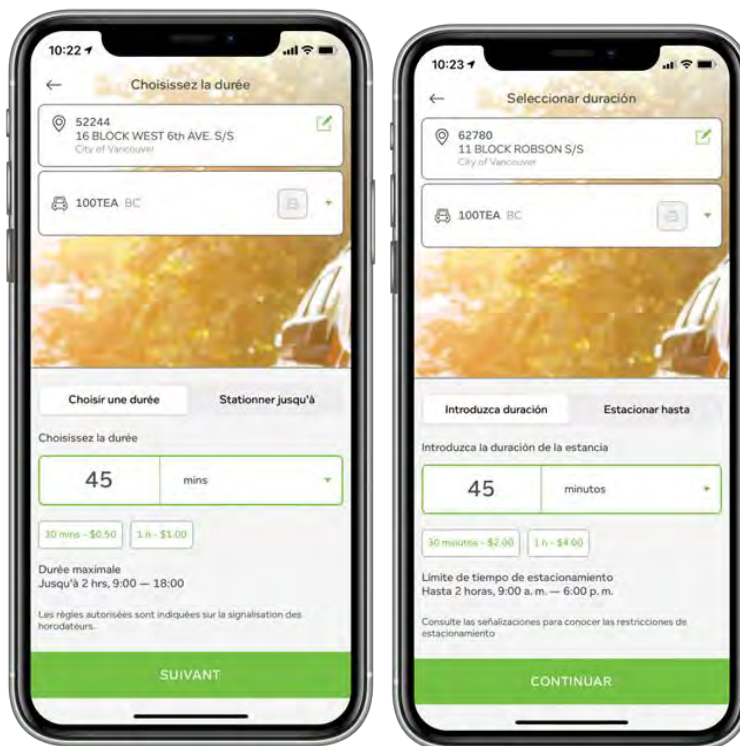
3. Choose **payment method**

To make a payment or create an account (optional), the driver enters their phone number, email address, license plate number, and credit card number. The system accepts payments in Visa, MasterCard, Amex, Discover, Google Pay, Apple Pay, and PayPal.

Implementing the PayByPhone app means the City will always have the latest and greatest features and capabilities that come from partnering with clients from around the world to innovate parking. Additionally, our partnership with tech titans such as Apple, Google, and Amazon allows us to constantly scale and improve our solution. For example, Apple Watch users can extend parking time from their wearable; Amazon patrons can tap into Alexa from within their car to begin a new parking session at their desired spot and location; and drivers can leverage voice assisted technology such as Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice.



Our app can be localized to support the City's language of choice. We support at least 12 region-specific languages for the Web app and display whatever language the driver's phone supports.



Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet

of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve.

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Below are examples of the self-serve rate portal, which provides the ability to adjust your base schedule or set up a temporary override as well as our session tester, a PayByPhone exclusive feature that allows you to test your rate settings before going live.

Base Schedule

Active

Tiered rates (Extend as)

☐ New session ☒ Continuous session

Short-term Rates

Effective on

Mo

Tu

We

Th

Fr

Sa

Su

Hol

starts

ends

period type

cost

up to

granularity

special handling

00:00

00:00 +1

Linear Tiers

\$2.00

1Hr

1Min

\$4.00

2Hrs

1Min

\$8.00

3Hrs

1Min

\$10.00

24Hrs

1Min

+ price tier

+ Add Rate Period

+ Remove this rates schedule group

+ Add rates schedule group

Short-term Restrictions

+ Add restrictions schedule group

Parking Session Tester

Date

2020-07-27

Start time

09:00 AM

Duration

2

Hours

☐ Include ORE quote for reference

Calculate

Clear

park starting at 9:00 AM for 2 Hours on Monday

\$2/hour

Maximum Stay - 3 hours

No Park

7:00 AM

8:00 AM

9:00 AM

10:00 AM

11:00 AM

12:00 PM

1:00 PM

2:00 PM

3:00 PM

4:00 PM

5:00 PM

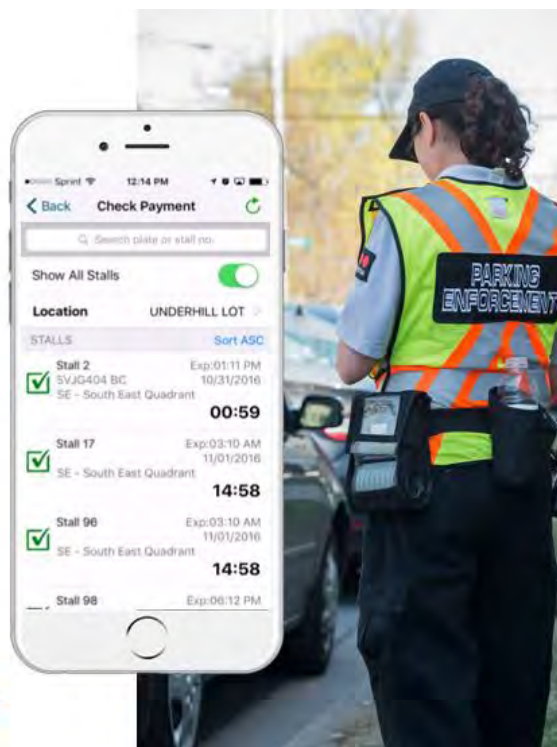
6:00 PM

7:00 PM

8:00 PM

PayByPhone's solution is designed to seamlessly integrate with all common enforcement hardware and software vendors. Some of these include Civic Smart, Complus, Conduent, Genetec, gtechna, iParq, IPS, MacKay, NuPark, T2Systems, Turbo Data Systems, VenTek, and Vigilant Solutions—among many others. The following is a snapshot of our partners offering enforcement, license plate recognition (LPR), and pay station solutions.

Integration Partners



Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors, is access to our customer support service. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries. Underpinning it all is our PCI-DSS Level-1 compliancy, which we've maintained ever since being accredited in 2008.

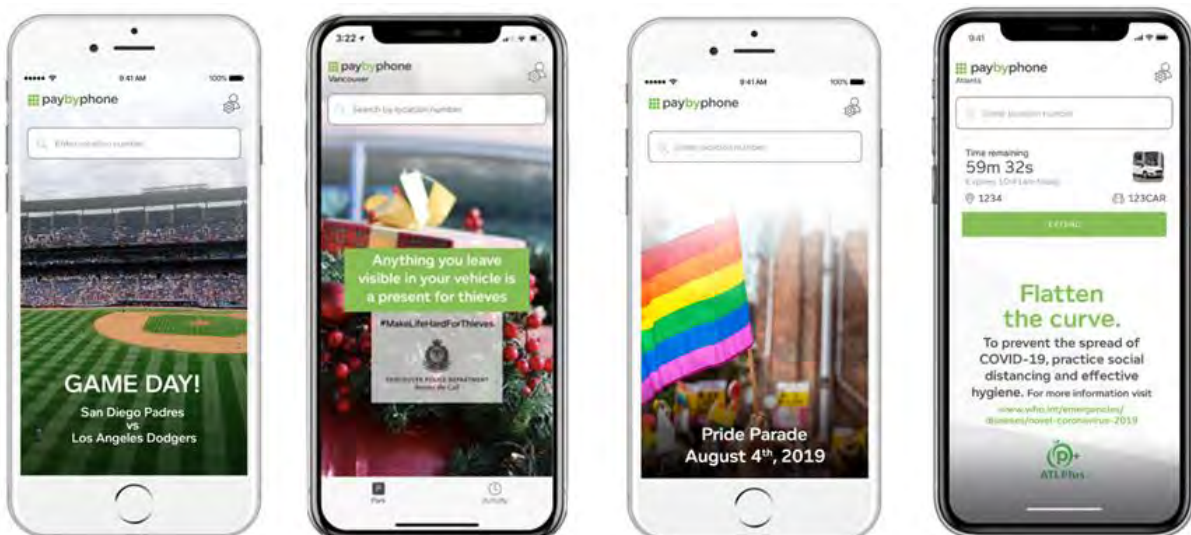
PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for healthcare and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.

The Miami Parking Authority (MPA) and the City of Fort Lauderdale have utilized PayByPhone's **Rights and Rates** feature to provide discounted parking to residents. These resident discount programs with the MPA encourage drivers to seek local options for shopping and entertainment, and with the discount only being eligible when paying for parking through the app, residents experience a truly contactless payment method while remaining connected to their City. Additionally, the resident discount essentially works like an added "tax" to all visitors to the City since non-resident license plates do not receive a discount.



These are the features unique to PayByPhone innovation:

Dynamic white label – Dynamic white labeling changes the way drivers see the City's parking landscape. This add-on service allows the City to customize the home screen real estate by highlighting its brand, promoting local events, or celebrating national and regional holidays. Leveraging this service gives you a powerful new marketing tool to help enhance your brand recognition, build goodwill among drivers, and potentially create a new revenue stream for your parking operations by offering to promote local festivals and cultural and sporting events, as well as corporate partnerships and local businesses for a fee. Enable this add-on to maximize visibility of your locale each time a driver interacts with the app.



“Alexa, ask PayByPhone to start parking” – PayByPhone’s integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value add to any City looking to progressively streamline its technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: “Alexa, ask PayByPhone to start parking” to begin a new parking session at the desired spot and location.

“Hey Siri, park me at work” – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported languages are Dutch, English, French, German, Italian, Punjabi, Simplified Chinese, Spanish, Traditional Chinese, and Welsh. Once configured, paying for parking is as simple as saying “Hey Siri, park me at work.”



Optionally, drivers can create a Siri Shortcut through the PayByPhone app, or through the Apple Shortcut app. The default phrase is “Park with PayByPhone.” This Shortcut guides the driver through a series of steps to start a new parking session. Drivers can create as many variations of a voice command as they wish, for example, “park at work,” “park at the gym,” or “park at school.” Drivers can voice-command using either their phone or the technology in their car to activate Siri.

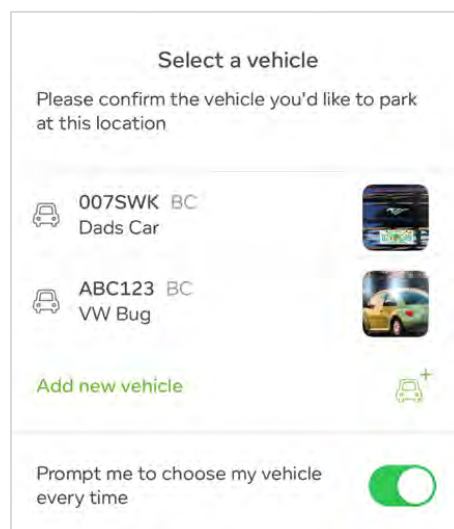
- *On the phone*
 - The driver doesn’t have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.
- *In the car*
 - A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply say “Hey Siri” followed by their Shortcut.

Push notifications – Along with in-app messaging, PayByPhone’s push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics. This allows the City to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, snow emergencies, or parking changes during City special events or sporting events.



Pay-by-License Plate – The versatility of the PayByPhone app is such that it allows drivers to register multiple vehicle license plates with an active account and then to choose which vehicle's license plate to use when initiating a parking session. Images of a vehicle and its corresponding license plate help to identify the correct license plate, especially when more than one vehicle is linked to a PayByPhone account.

Prior to implementing this complimentary feature (adding the imagery), 20 percent of all service tickets created were related to drivers "parking the wrong vehicle." With this visual cue now assisting drivers to select the right vehicle, the percentage of tickets opened for this issue has since averaged eight. This is a true testament to the success of this seemingly simple user feature, and also reiterates PayByPhone's mantra to create a better parking experience for all.



Dark mode – The PayByPhone app is available in dark mode for both the iOS and Android platforms. Dark mode reduces a driver's exposure to blue light at night, which is disruptive to sleep.



Park Until – PayByPhone’s Park Until feature allows drivers to specify when to end their parking session. This means drivers won’t have to estimate the duration of their stay nor will they have to return to the meter to add extra time. The feature is a continuation of PayByPhone’s seamless, contactless parking experience.

The **Park Until** feature contains built-in respect for all existing parking rules. In other words, drivers who select Park Until while parking in an area with maximum stay times or defined No Parking Periods won’t be able to select times that violate the in-place parking restrictions. This feature will also automatically extend (at no extra cost) to the end of a non-chargeable parking period if a driver initially selects an end time outside of chargeable parking hours.



QR Codes - PayByPhone supports **QR codes**. These codes can easily be added to signage and decals. Once the QR code is scanned via the driver's mobile device, the application will automatically launch, and the driver can easily download the app if they don't have it already or complete their session if they are an existing PayByPhone user.

Guest Parking - was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities. This in turn has resulted in guests converting to registered customers.

Extending time remotely – PayByPhone can notify the driver via an SMS alert that their parking session is about to expire. It allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space.

Nearby locations and maps – Maps is a great way to visually understand parking at a city level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time. This feature is an intuitive way for drivers to find and enter their location number. In so doing, drivers avoid entering the wrong location number and save time looking for parking options. Occasionally, drivers may pay with cash to start their parking session and then may want to extend that session.

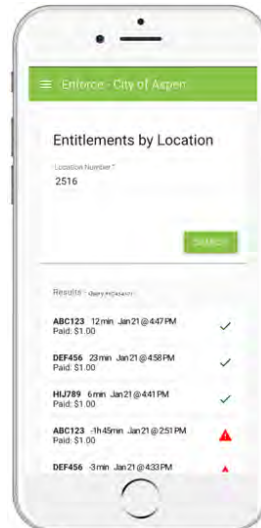
Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with **Nearby** Parking, **Recent**, and **Favorite** locations, PayByPhone makes it easier than ever to park.



Apple Sign In – For a much faster onboarding app experience, drivers can use Apple Sign-In to register and log into the PayByPhone app. Apple Sign-In enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.

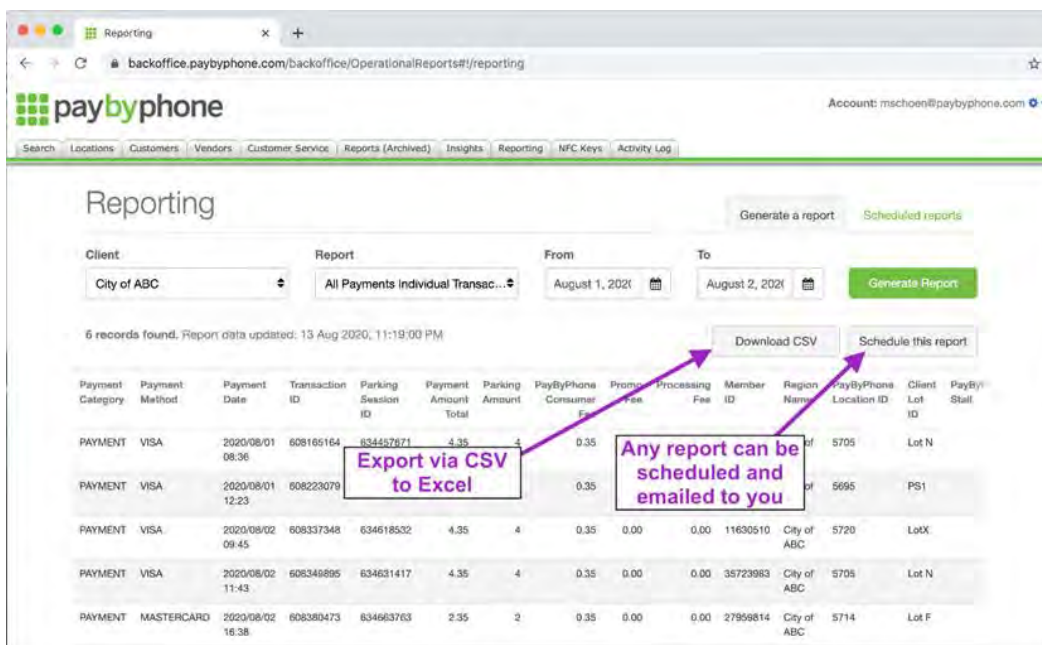


ParkEnforce – A complimentary solution to check mobile payments for your enforcement team. While PayByPhone specializes in integrations, and we can integrate with the enforcement solution of your choice, we offer our own enforcement app, which allows your enforcement team to verify payment activity by license plate or location number and is often viewed as a backup enforcement tool for operations.



Adjust rates independently and in real-time – Our flexible rates engine, hosted in PayByPhone Portal, gives you complete oversight into how you configure and control your rates and variable rate structure, even allowing for dynamic pricing and event rates. You can personalize rates based on driver eligibility and permissions, for example, residents, disabled persons, or car shares. Our preview feature, called the parking session tester, lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules. A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions.

PayByPhone Portal – Our cloud-based PayByPhone Portal is your mission control center where you're empowered to customize parking rates and schedules, view data analytics, and call up reports – all self-serve in real-time. This rich source of data information can be mined for the visually appealing, true transactional value of the PayByPhone app. The dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and visualize parking revenue trends. As well, the administrative PayByPhone Portal allows you to generate comprehensive reports at any time and see useful data on everything from daily operations to transaction details.



Reporting

backoffice.paybyphone.com/backoffice/OperationalReports#/reporting

Account: mschoen@paybyphone.com

Search Locations Customers Vendors Customer Service Reports (Archived) Insights Reporting NFC Keys Activity Log

Reporting

Generate a report Scheduled reports

Client: City of ABC Report: All Payments Individual Transac... From: August 1, 2021 To: August 2, 2021 Generate Report

6 records found. Report data updated: 13 Aug 2020, 11:19:00 PM

Payment Category	Payment Method	Payment Date	Transaction ID	Parking Session ID	Payment Amount Total	Parking Amount	PayByPhone Consumer Fee	Promo Fee	Processing Fee	Member ID	Region Name	PayByPhone Location ID	Client Lot ID	PayByPhone Staff
PAYMENT	VISA	2020/08/01 08:36	608165164	634457671	4.35	4	0.35					5705	Lot N	
PAYMENT	VISA	2020/08/01 12:23	608223079				0.35					5695	PS1	
PAYMENT	VISA	2020/08/02 09:45	608337348	634618532	4.35	4	0.35	0.00	0.00	11630510	City of ABC	5720	LotX	
PAYMENT	VISA	2020/08/02 11:43	608346895	634631417	4.35	4	0.35	0.00	0.00	35723983	City of ABC	5705	Lot N	
PAYMENT	MASTERCARD	2020/08/02 16:38	608380473	634663763	2.35	2	0.35	0.00	0.00	27959814	City of ABC	5714	Lot F	

Download CSV Schedule this report

Export via CSV to Excel

Any report can be scheduled and emailed to you

This self-serve backend platform gives you complete control of your parking operations. It supports different levels of access depending on your employees' administrative rights.

With many configurable options, you can set up accounts, book and end parking sessions, process refunds, and search for any active (or historic) parking session via the driver's license plate number, telephone number, or last name.

The PayByPhone Portal dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and help visualize parking revenue trends. The platform also allows you to generate comprehensive reports at any time to view data on everything from daily operations to transaction details. You can even schedule these reports to run at regular intervals and be emailed to you.

For audit purposes, PayByPhone logs the details of the City's employees' interactions with PayByPhone Portal by activity, date, and time. We log the details of the parking enforcement officers' activity too, so that we can assist the City in responding to disputed parking citations.

Customer 6047270431

Email: max.schoen@msa.de
Status: Active
Settings: English, United States of America, Text reminders, Sup PIN

Vehicles: 0075AWK, BC, Canada; 044PWP, BC, Canada

Payment methods: VISA *0018, Max Schoen, 8/2022; VISA *5888, Max C Schoen, 11/2022

Parking transactions table:

Location	Vehicle	Transaction	Start	End	Status
Oktoberfest Avenue (Seattle, WA)	00000N	608621800 (Parking AP)	01 Apr 2020 10:02am PDT	01 Apr 2020 10:03am PDT	CASH:27 Success
Oktoberfest Avenue (Seattle, WA)	00000N	608618801 (Cash AP)	01 Apr 2020 8:56am PDT	01 Apr 2020 9:01am PDT	CASH:33 Success

PayByPhone Reporting includes all reports that are needed for your finance department, parking studies, and reporting to management. Reports generated include:

- All Payments Individual Transaction Detail
- Daily Deposit Summary
- Deposit Individual Transaction Detail
- Parking Credits by Member, Date, and Lot
- Parking Sessions by Date and Location
- Refunds by Account
- Revenue by Region
- Revenue by Region Location
- Usage by Location Detail
- Usage by Location Summary

Reporting

Client: City of ABC

From: August 1, 2020

6 records found. Report data updated: 13 Aug 2020, 11:19:00 AM

Payment Category	Payment Method	Payment Date	Transaction ID	Parking Session ID
PAYMENT	VISA	2020/08/01 08:36	608165164	634457671
PAYMENT	VISA	2020/08/01 12:23	608223079	634503063
PAYMENT	VISA	2020/08/02 09:45	608337348	634618532
PAYMENT	VISA	2020/08/02 16:38	608380473	634663763
PAYMENT	VISA	2020/08/02 17:06	608382840	634666266

Available Reports:

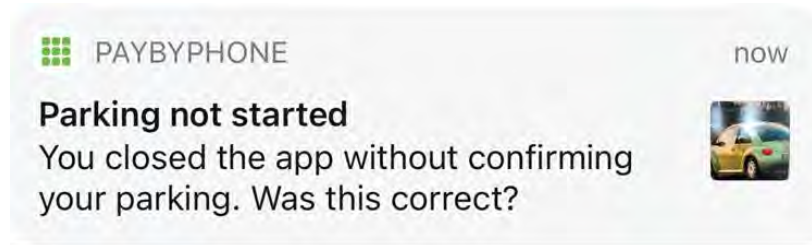
- All Payments Individual Transaction Detail
- Daily Deposit Summary
- Deposit Individual Transaction Detail
- Parking Credits By Member, Date, And Lot
- Parking Sessions by Date and Location
- Refunds By Account
- Revenue by Region
- Revenue by Region Location
- Usage By Location Detail
- Usage By Location Summary

Our reporting engine is located on a separate server that is optimized for reporting purposes, allowing even large datasets with over a million data points to load within moments.

Customer support – Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors—is access to our customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.



Reminder to complete – Reminder to complete is a message that pops up if a parking transaction has been started but not completed. This unique feature stems from in-depth analysis of driver behavior in real situations. This point of detail is a good example of the constant refinement and enhancement to the PayByPhone service thanks to its many international deployments.



We provide a unique, localized marketing program that runs throughout the year. For maximum success, we submit a marketing plan for the City's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage.



Figure: We Are Where You Dine Sweepstakes, Miami, FL, 2020.



Figure: 2020 Seattle holiday campaign.

PayByPhone Business means one convenient payment method for fleet parking, with expense reporting made simple as parking transactions are billed to one account and consolidated into a single report. Fleet managers can manage and verify parking expenses from any device, and only authorized drivers and vehicles can use the business payment method.



PayByPhone Business brings a fleet's parking under one easy-to-use, centralized system, so fleet managers have visibility over all parking activity in a simple solution – one app and one interactive dashboard. The PayByPhone Business solution is scalable, so there is no limit to the number of drivers and commercial vehicles a company can add to the system.

Fleet managers can add, remove, and authorize drivers and vehicles easily. Payment can be made from one credit card for maximum simplicity. And for added security, once a driver or vehicle is deleted, the associated business payment card will immediately be unlinked from that driver's PayByPhone account, safeguarding the business account.

In addition, PayByPhone has the ability to offer adjusted rates to a limitless amount of user categories:

- Commercial vehicles by classification/type
- Healthcare workers
- Telecommunication services
- Service providers
- Non-profits

Benefits for fleets:

- Save time by automating processes.
- Stay on top of parking fines by equipping drivers with an app to pay and extend parking.
- Visibility into parking expenditures and activity: locations, dates, frequency, cost
- Remove the need to submit individual parking expenses.
- Access consolidated reports to reconcile transactions.
- Self-service management of business account

Benefits to the City:

- Increase compliance.
- Increase revenue.
- Insights/data – know more about where commercial fleets are parking.
- Control
- Reduce abuse.
- Seamless enforcement

City of Aspen, CO

The City of Aspen has been a pioneer in the parking industry, being one of the first adopters of mobile parking payments. Aspen has actively and closely worked alongside PayByPhone since 2008 building opportunities that help promote the service to residents and visitors. Over the years, Aspen has increased its parking rates and, as a result, created a program for commercial fleets conducting business in the City. The program offers discounted rates to approved commercial vehicles; however, the management of this program was very labor-intensive for the administrative and enforcement teams.

Aspen was seeking a digital, seamless solution for its already well-received service vehicle program. With increasing compliance and revenue as a goal, it was an easy decision to introduce PayByPhone Business to commercial fleets. A collaborative effort was developed to ensure fleets was a smooth onboarding onto the PayByPhone Business platform. Our Rights and Rates feature was incorporated to offer adjusted rates to approved fleets. The approved license plates are identified as a commercial fleet and the app displays an adjusted rate. With the roll-out of PayByPhone Business, our Client and Customer support teams were able to streamline this program, and as a result, the City has seen a reduction in administrative tasks. Our already existing integration with the City's enforcement provider continues to offer consistent enforcement.

The transition to PayByPhone Business was smooth. The app has been embraced by the City's commercial fleets, which have reported back this is convenient and easy to use. Collectively, the City of Aspen and PayByPhone continue to provide support to local Aspen businesses. A truly symbiotic relationship.

3.1.2 Include information regarding enhancements or additional modules expected to be available within the next year, including a software refresh schedule.

Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers will often already be familiar with the app from their use of privately-owned off-street lots that feature PayByPhone.

The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers. As a SaaS company, PayByPhone performs continuous refreshes using a continuous deployment model.

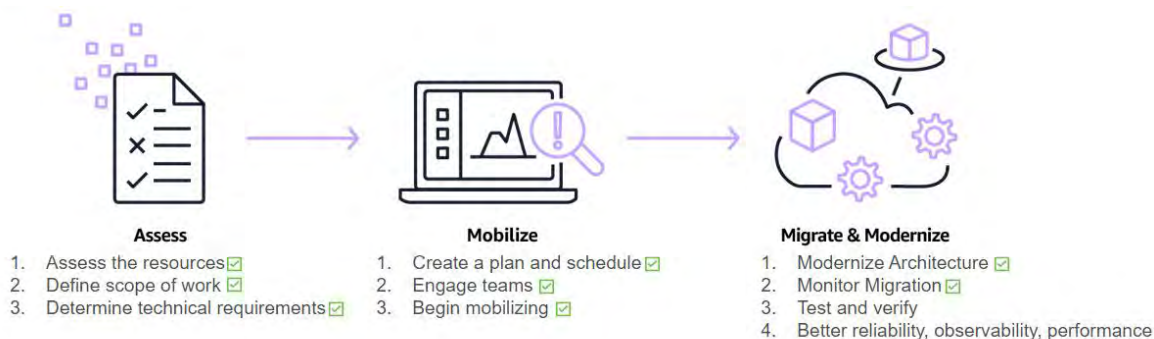
Please see images below regarding work recently completed by PayByPhone, plans for this year, and a timeline of development.

2022

- Site Reliability manager hired
- Graduated On-Call Process (Shadowing)
- Bi-Monthly On-Call Bootcamp trainings
- Monitoring/Alerting Improvements/Additions
- Red Alert
- Release Warranty Procedure
- On-Call rotation schedule changed to 7 days
- Incident management process/mitigation process
- Globalized Platform Visualization dashboards (SRM)
- Detailed Incident reporting and analysis

2023

- Further 1 FTE on Site Reliability
- Code Deployment audit/improvements
- Monitoring modifications/additions
- Event Orchestration implementation
- New Disaster Recovery Plan
- Expanding SRM/SRE
- Service Excellence Council (Led by SRM)
- Migrating out of local data center to AWS (next slide)



PayByPhone - Timeline



3.1.3 What is your level of commitment to continuous system improvements (upgrades), expansion of system capabilities and providing client support?

PayByPhone's commitment to continually innovates to keep abreast of consumer and client needs has and always will be a top priority--one of the reasons we are the most used and loved mobility parking payment app in the world. We are dedicated to offering drivers a host of features that facilitate a contactless, frictionless, and enjoyable parking experience. We know that by implementing our solution, the City will always have the latest and greatest value add features and capabilities that come from partnering with clients from around the world to innovate parking. Expansion requests must be evaluated for scoping to determine feasibility.

City administrative staff will have a dedicated client account manager to contact via email or toll-free number, between 8 a.m. and 5 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

3.1.4 Describe user interface capabilities, including remote and mobile access.

The PayByPhone solution supports least privilege and role-based access controls. Drivers access our mobile app or website to initiate a parking transaction. Users of the solution with access to the PayByPhone Portal can view/manage parking inventory, rates, and transactions based on individual, independent access authorizations assigned per user. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

3.1.5 Provide a complete description of any client-side technical specifications and/or hosting requirements for the platform proposed.

PayByPhone is a SaaS solution. Access to the PayByPhone portal will require authorization by the City and credentials for each authorized representative. The Cities staff will require an Internet connection and a modern browser (i.e., Chrome, Firefox, Edge) on a workstation or laptop. There are no hosting requirements for PayByPhone's proposed solution.

3.1.6 Identify any third-party software required to provide the functionality required by the City.

PayByPhone is a software as a service (SaaS) solution, therefore, no IT hardware or third-party software required to deploy the app as outlined by the City and acquire functionality. An API integration with the City's enforcement provider(s) will be necessary to ensure a seamless flow of payments occurring within the PayByPhone app to enforcement devices, but this will not require a third-party software.

3.1.7 Describe the customer registration process for the proposed Mobile Parking Payment System, including whether pre-registering over the internet or other method is required for first-time users.

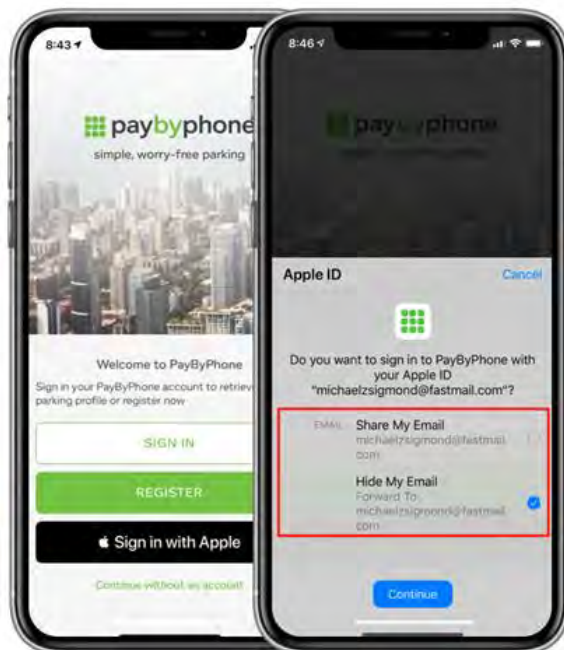
PayByPhone supports a variety of options for drivers to initiate that first session via our services. These include both web and app options. Pre-registration is not required with both options using our guest feature. We accept a variety of payment methods including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. Our app enables drivers to pre-purchase parking outside of designated parking hours. Our rates engine always calculates the lowest possible rate, which means the driver will never be charged for free parking times. Our list of options are outlined below:

Guest Parking was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities and has resulted in guests converting to registered customers. This feature is available on the Web and the App.

Direct Registration - Drivers may choose to directly register for a PayByPhone account within the app or via the Web. The user's phone number serves as their account number for quick and easy registration. Only a phone number, email address, and a selected password is required to create an account. This feature is available on the Web and the App.

Facebook Sign In - New users may choose to utilize the "sign in with Facebook" option to skip full account creation utilizing their Facebook credentials for quick sign-up and log-in. This feature is available on the Web and the App.

Apple Sign In – For a much faster onboarding app experience, drivers can use **Apple Sign In** to register and log into the PayByPhone app. **Apple Sign In** enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.



3.1.8 Describe billing process. Web based invoices? Mailing out of invoices?

Typically, transaction fees are invoiced to the City monthly and are distributed by email in the form of an invoice within the first few days following month end.

3.1.9 Describe the customer's enrollment process, including 24 hour availability, and local vs. toll free number registration number.

The driver enrollment process is described above in question 3.1.7 (customer registration).

Part of what makes PayByPhone a successful adoption story - and sets us apart from our competitors - is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.



3.2.0 Describe your customer support services. Hours of Operation? Customer notification process? Ability to provide speedy and accurate resolution? Policy for addressing complaints? Ticket resolution?

Please additionally refer to our response in question 3.1.9 for customer support services. PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. Tickets are received via the Web or our browser based on user input, and our full-time resolve is currently 1 business day for North America. PayByPhone is committed to quick and accurate responses to address driver concerns. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Additionally, we offer an in-app chat support service that's available to your drivers 24/7 to assist with questions.

When a driver approaches our customer service team with a question related to a ticket (citation), we refer to parameters set in place with the City to determine our next steps and response. Based on these parameters, we may advocate for the driver with the City; however, PayByPhone does not have the ability to remove citations directly.

3.2.1 Does the system identify the car by the license plate or stall number?

The PayByPhone system can support both pay by license plate and pay by space (stall) setups.

3.2.2 Is your mobile technology actively used in over 250,000 spaces? If not, how many?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022.

3.2.3 Do users receive a text message reminder before a parking session expires?

As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration.

3.2.4 Can users review their profile and parking history online?

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

3.2.5 Can users park using any phone (e.g. not restricted to the phone they registered with)?

Yes, drivers have the option to pay using the web as well as an app and can log into their account on any device—not just the one they used for initial registration. Additionally, drivers can pay via phone call (optional interactive voice response [IVR]), app, or mobile website. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). With this variety of options, the City's drivers are provided equitable options to park regardless of the phone type.

3.2.6 Does the system have the ability to:

Please see responses for each item below:

a. Utilize maximum stay restrictions?

Yes, PayByPhone's dynamic rate's engine provides the ability to set limits on locations regarding how long a driver may select to park based on the City's policies. For example, if a location has a 2-hour maximum stay, the driver will not be able to initiate a session that exceeds 2 hours. Additionally, our system will prohibit them from extending time that collectively exceeds the City's maximum stay, and the City may choose how much time must pass between transactions before the driver can begin a new session within the same location.

b. Restrict people from re-parking for a set period even after parking expires?

Yes. Please refer to our response in section 3.2.6 (a).

c. Have different rates based on the day of the week?

Yes, PayByPhone's dynamic rate's engine supports a wide variety of rate structures from simple to quite complex. We can support different rates based on particular days of week as well as the time of day. Additionally, all rate related changes are self-serve in the cloud-based administrative platform, PayByPhone Portal and can be adjusted at any time. PayByPhone is happy to assist the City with this functionality if required. Our flexible rates engine allows for many different pricing structures including, but not limited to, linear pricing or tiered pricing and meets the City's request to provide pricing that varies based on the days of the week. For any upcoming rate changes, a new rate can be created and an **Effective from** date selected to implement the new structure.

d. Have different rates based on time of day?

Yes, please refer to our response in 3.2.6 (c)

f. Rates and restrictions can be different for every meter (if desired)?

Yes. Rates and restrictions are set per location number assigned to the area (meter).

g. Rates and restrictions can be set by zones?

Yes. Rates and restrictions are set per location (zone) number assigned to the area or (meter).

h. Restrict user access based on their ID/Password?

Yes, the **PayByPhone Portal**: PayByPhone Portal, our back-office administrative platform, is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City.

i. Allow one-time event parking?

Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls their rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve. That means you don't have to contact Client Success in order to perform a rate change (unless you want to).

Our **Parking Session Tester** that lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules.

Parking Session Tester

Date: 2020-07-27  

Start time: 09:00 AM  

Duration: 2 Hours 

☐ Include ORE quote for reference

Calculate **Clear**

park starting at 9:00 AM for 2 Hours on Monday



7:00 AM 8:00 AM 9:00 AM 10:00 AM 11:00 AM 12:00 PM 1:00 PM 2:00 PM 3:00 PM 4:00 PM 5:00 PM 6:00 PM 7:00 PM 8:00 PM

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Event Parking will override your current rate schedule with a special set of rates and restrictions only for the event date and only for the affected location.

Base Schedule | Jan 10 2020 **Active**

Effective from: Jan 10 2020

Rates

Effective on: Mo Tu We Th Fr Sa Su Hol

starts: 09:00 ends: 18:00 period type: Linear cost: \$2.00 par: 1Hr quantity: 30Mins

+ Add Rate Period

+ Remove this rates schedule group

Actions

- Add new base schedule
- Add new override
- Copy this base schedule
- Remove this base schedule

Base Schedule | Feb 21 2019

Effective from: Feb 21 2019

Calendar Details

2019-Feb

Su Mo Tu We Th Fr Sa

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Rates

effective on: Mo Tu We Th Fr Sa Su Hol

period type: Pay-Linear cost: \$1.00 par: 1 Hr quantity: 1 Min

Restrictions

+ Add New Base Schedule

+ Add New Override

+ Copy This Base Schedule

+ Remove This Base Schedule

Actions

j. Multiple (flat vs. hourly) rate structure in one (1) facility?

Yes, our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and meet's the City's

requirement for flat vs hourly rate structures within 1 facility by designating individual location numbers for each rate structure area.

3.2.7 Can users park using Text Messaging (SMS)?

PayByPhone offers the ability for users to pay for parking through QR code, which behaves the same way as if a user was texting a location code and getting access to a weblink to initiate payment [how current text-to-pay services work]. PayByPhone is exploring adding the text-to-web interface to its roadmap in the future.

3.2.8 Can users pay for parking using dial tone and/or voice-based vendor-hosted interactive voice response system?

Yes, as an opt-in solution for the City, drivers can pay for their parking using our smartphone app, via call (optional interactive voice response [IVR]), or our mobile website.

3.2.9 Will there be a toll-free number to initiate or extend parking sessions?

Yes, a toll-free number is provided for drivers to initiate and extend parking sessions via our opt-in IVR solution.

3.3.0 Do users have to pay an annual membership fee? If so, how much?

No, PayByPhone does not charge users to pay annual or membership fees to utilize our standard mobile payment services.

3.3.1 Does the system require integration with the meters?

No, the PayByPhone service does not require an integration with the City's meters to offer drivers full functionality.

3.3.2 Is the system in live use where it integrates to multi-space meters? If so, please provide location and system integration details.

Yes, PayByPhone has active integrations with multi-space meters. Below are a few examples of integrations we have in place.

Location/Client	Pay Station Brand	Details
City of San Francisco (SFMTA)	IPS & MacKay	PayByPhone has an active integration to push our payment data through the IPS platform, which allows consolidation of transactional data in one location. We also "light up" the MacKay meters on street

		where applicable when a payment has occurred within our app.
City of Redondo Beach, CA	Luke 2 (T2) & MacKay	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Lexington Parking Authority	Luke 2 (T2) & Cosmo	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Parking Authority of River City (Louisville)	Cale/Flowbird	PayByPhone has an active integration to push our payment data through the Cale/Flowbird Platform, which allows consolidation of transactional data in one location.
Translink	Luke 2 (T2)	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.

3.3.3 Has the pay-by-phone service integrated with or is in use at any gated revenue control systems? If so, please provide location and system integration details.

We are working hard to create a solid integration for gated environments that create a truly frictionless, touchless, and seamless experience for drivers. Our feature is being developed with drivers in mind, and already active in Europe where drivers authenticate their account for the AutoPass feature, which allows seamless parking in gated environments. In North America, we are open to exploring an existing partnership integration we currently have with Fennix, which ingests our payment data to open exit gates when a valid credential exists. We are currently still planning our North American strategy and welcome the City's input and partnership to assist in development of such a project.

3.3.4 Is your service in live use at over five US locations? If so, where?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within 155 US cities and in more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022. Please refer to our attached references document for examples of five US locations.

3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites.

Yes, the PayByPhone solution integrates with a variety of enforcement providers using a real-time API, which includes wireless handheld systems as well as LPR. Please refer to our attached references document, which includes examples of sites with live enforcement integrations.

3.3.6 Is the system/software user-friendly? Please describe in detail.

Yes, PayByPhone's Web and App experience is user friendly with a process developed with the driver in mind. The steps to complete a parking transaction are intuitive with a logical flow that makes initiating a session frictionless and simple. Drivers can pay for their parking using our smartphone app, by calling a toll-free number from any phone, or by using our mobile website. PayByPhone accepts all major and many emerging payment options including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). Drivers simply click the **Park** button on the website and are prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card.

PayByPhone collects only the minimal data set required from drivers to deliver the services we provide. All data is collected in compliance with industry standards and adheres to the requirements dictated by state and federal laws. Core information, including license plate, phone number, and payment card details that are necessary to complete a transaction is entered directly by the driver for an initial set-up. Returning users only need to select their location and process their payment utilizing saved vehicle and payment data. This creates a user-friendly system that creates a frictionless parking experience for your drivers. Added features, such as our Apple Sign-In encourages quick and easy user registration to assist your drivers be on their way!

3.3.7 Do you have a marketing plan; i.e. recruitment process, decals, signage, advertisement mediums, etc.?

Our in-house marketing team will work with the City to design a unique Marketing Campaign to accompany the launch of the services that will effectively advertise and promote the service and engage the community. Our main objective is to increase the uptake of cashless parking throughout the life of the contract.

Marketing Campaign

We have provided an example marketing campaign below. During implementation, our marketing team will work in partnership with you to design and deliver a customized marketing strategy which includes:

- PayByPhone marketing investment, at **no cost to the City**

- **Dynamic Labelling** provides a customized home screen image for the mobile apps.
- B2C campaigns throughout the year
- Clear concise **signage**
- **Social media** campaigns

We continuously measure and monitor our campaigns performance to identify gaps in the market. Each campaign will be delivered on a national and international level, designed to increase awareness of our customer focused service.

The following section provides an overview of the marketing campaign activities we recommend for launching and promoting the PayByPhone services while successfully encouraging drivers to sign up for the service.

The purpose of the campaign is to make the community, visitors and tourist aware that that the service is changing (and what to do) when using PayByPhone to pay for parking. The aim of the communication is to make the changeover as stress-free as possible, and with minimal service disruption.

To ensure we are effective in communicating the service, we work with your communication and marketing teams to ensure news of the launch is featured prominently on both the City's and PayByPhone website.

Social Media is a powerful tool reaching a larger audience and an effective way to raise awareness and encourage drivers to sign up in advance to the PayByPhone services in the form of:

- How to download and register the PayByPhone app
- Promoting local events
- Competitions and promotions
- Advertising new functionalities

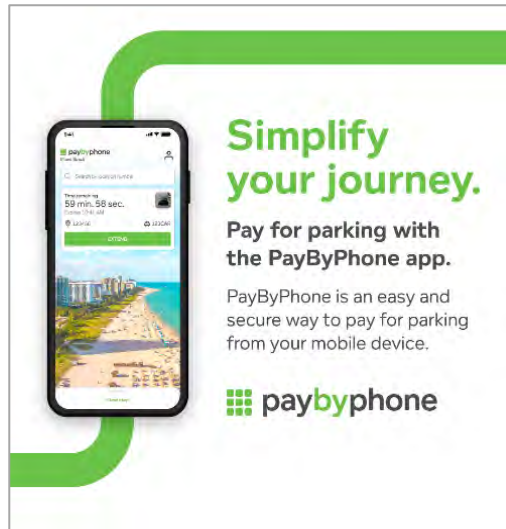
We have social media presence on all major platforms including Facebook, Twitter, LinkedIn and YouTube. News and events are shared to reach a larger audience including the residents and tourist of Miami.

Posting content which announces that the service is coming soon with links to the customer videos showing how to download and register with the PayByPhone app, raises awareness and encourages new drivers to sign-up in advance.

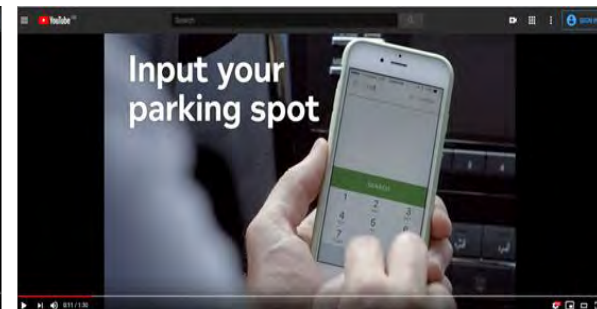
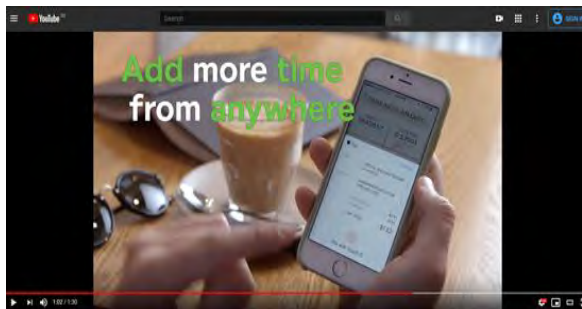
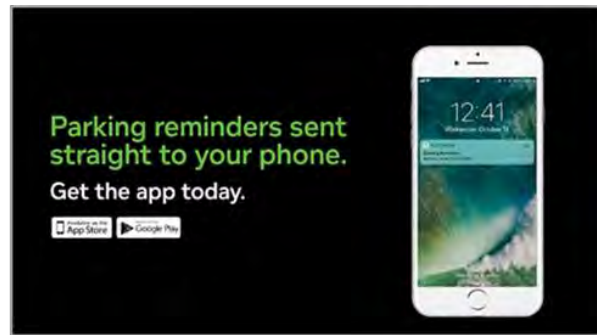
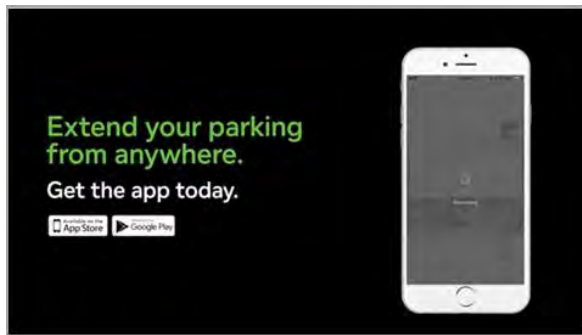




We have provided below some example social posts we could include for the City of Miami.



Social Media Videos: A selection of PayByPhone generic videos are available to the City to use. These videos can be used on the Cities website, social media channels.

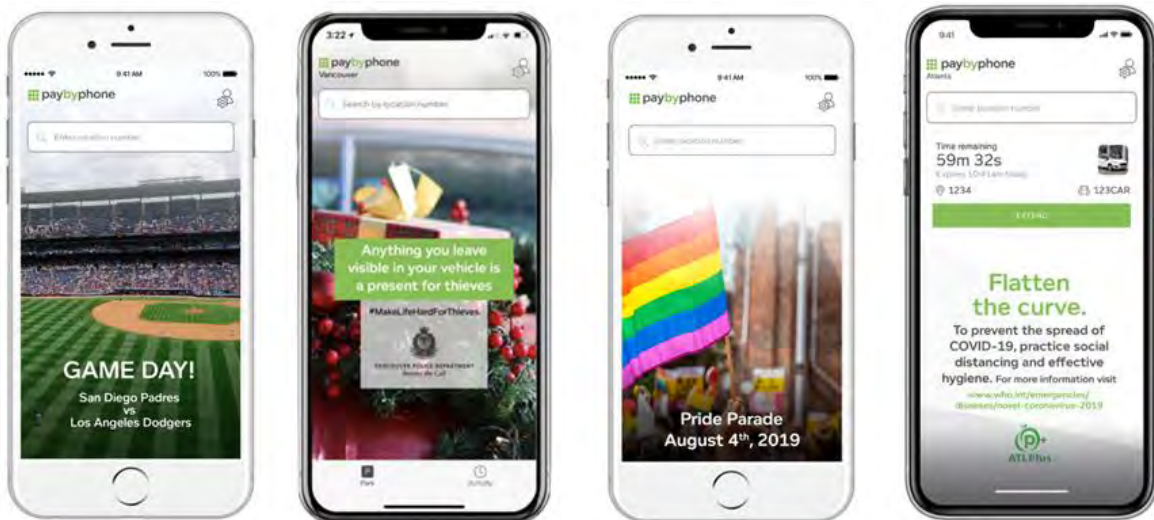


Landing Page: A customized landing page will be created containing information specific to the drivers of the City. This page contains information and videos on how to use the service and parking locations across Miami Beach.



Promoting the service post launch.

Dynamic Label: We 'localize' our mobile apps for each client so they can choose an image of their choice which (using geo-locations) changes when the customer parks in their locations.



Signage: Having the right signage for each parking location is a key element in gaining awareness of the service and in achieving high levels of uptake. Signage will be attractive, authoritative, clear, and informative.



Multilingual

Linked to our global coverage our mobile apps supports a wide range of languages at the click of a tab, very helpful for tourists and visitors.



We recognize that Spanish is a dominant language spoken by over 50% of the population. We have provided below examples of marketing campaigns we can provide to the City of Miami Beach in Spanish.

Language Launch Package Example – City of Miami Beach, FL

Launch Poster:

Pague para parquear con la aplicación PayByPhone.

PayByPhone es una forma fácil y segura de pagar el estacionamiento desde su teléfono móvil.

Descargue la aplicación o visite paybyphone.com y siga estos sencillos pasos para pagar su estacionamiento

1. Registre su ubicación #
2. Registre la duración del estacionamiento
3. Elija su método de pago

-  No requiere monedas
-  Recibe recordatorios de texto
-  Agregar tiempo de estacionamiento desde cualquier lugar

Pay for parking with the PayByPhone app.

PayByPhone is an easy and secure way to pay for parking from your mobile device.

Download the app or visit paybyphone.com and follow these simple steps to pay for your parking:

1. Enter your location #
2. Enter parking duration
3. Choose your payment method

-  No coins required
-  Receive text reminders
-  Add parking time from anywhere



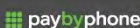




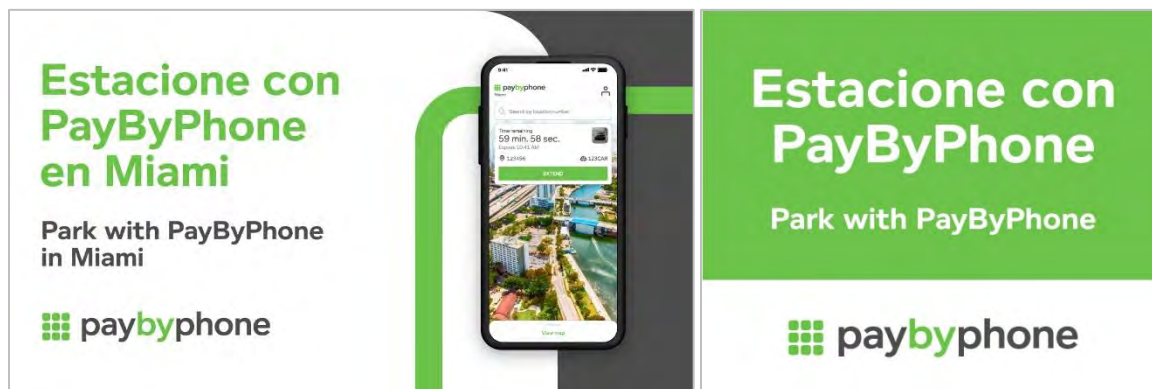
Launch Post Card:

Estacione con PayByPhone en Miami Descargue la aplicación hoy! Park with PayByPhone in Miami Download the app today!    	Descargue la aplicación o visite paybyphone.com y siga estos sencillos pasos para pagar su estacionamiento / Download the app or visit paybyphone.com and follow these simple steps to pay for your parking: 1 Introduzca su número de ubicación / Enter your location # 2 Introduzca la duración del estacionamiento / Enter parking duration 3 Elija el método de pago / Choose your payment method	 No se necesitan monedas / No coins required  Recibir recordatorios por SMS / Receive text reminders  Añadir tiempo de forma remota / Add time remotely   
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Launch Social Posts:

 	Estacione con PayByPhone en Miami Park with PayByPhone in Miami  
Estacione con PayByPhone en Miami Park with PayByPhone in Miami  	

Launch Website & Email Content:



Summer Campaigns

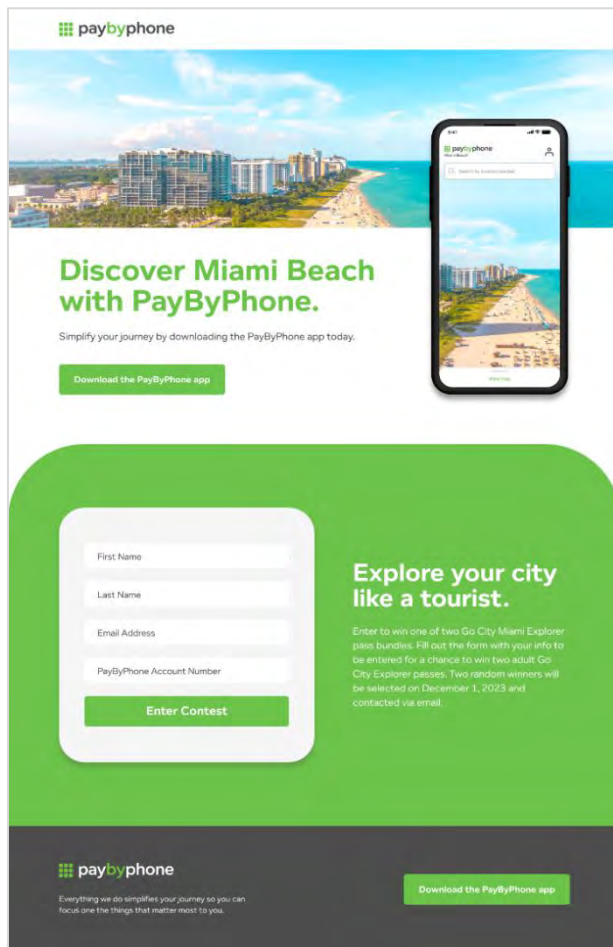
These campaigns offer fun give-aways for drivers using the service. We have provided an example of a mock marketing campaign that promotes the Miami Beach area.

‘Discover Miami Beach with PayByPhone – Explore Your City like a Tourist’

The purpose of this campaign is to create community awareness about using PayByPhone when paying for parking, highlighting fun things to do in the Miami Beach area, and a fun giveaway to win ‘Go City 5 Choice Explorer Passes’.

The giveaway will be hosted on a dedicated landing page that will outline full contest details, prizes available to be won, a form where users can enter to win (requiring their PayByPhone account number), information about using the PayByPhone, and links to download the app.

To bolster awareness about the giveaway we will share boosted social posts on our Instagram and Facebook channels, and organic posts on Twitter, that link back to the landing page so people can easily enter to win and share the giveaway with others in their networks.



Example Caption – ‘Giveaway Time’

Miami Beach residents and visitors can now enjoy the convenience of PayByPhone when parking their vehicles across the city! Whether streamlining your commute, or facilitating your visit to the city, this partnership is sure to simplify your journey.

To celebrate the launch of PayByPhone in Miami Beach, we're hosting a GIVEAWAY! Two winners will each receive 2 ‘Go City 5 Choice Explorer Passes’, that will get you access to some of the city’s finest attractions, like the Zoo Miami, Speed Boat adventures, and the Miami Seaquarium!

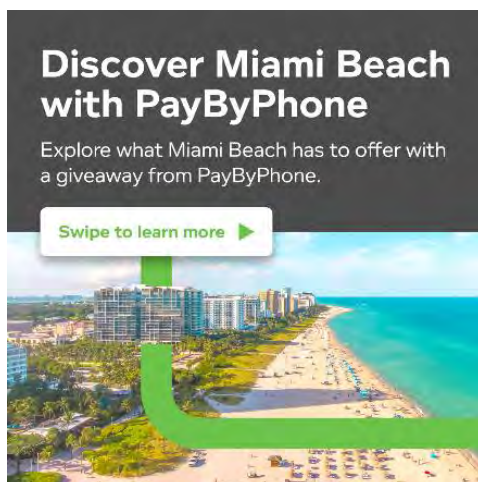
Head to the link in bio and fill out the form to submit your entry. The contest closes [DATE]. It's that easy! Full contest details are available here.

<https://park.paybyphone.com/simplifyyoursummer-miami/>. Good luck!
[Short form terms and conditions will be listed here]



City Guide to Miami Beach

In keeping with the theme of things to do in Miami Beach and exploring the city like a tourist, we will also share a city guide blog article highlighting activities, shops, restaurants, and cafes people can enjoy near PayByPhone parking.



Experience: We Know the Area and Clientele

With our established presence across southern Florida, PayByPhone knows the local audience, the clientele, and how to engage these communities to drive app adoption. Our community engagement campaigns illustrate our dedication to connecting with people in each area where PayByPhone operates.

We have provided examples below of some successful marketing campaigns we have launched in Miami.

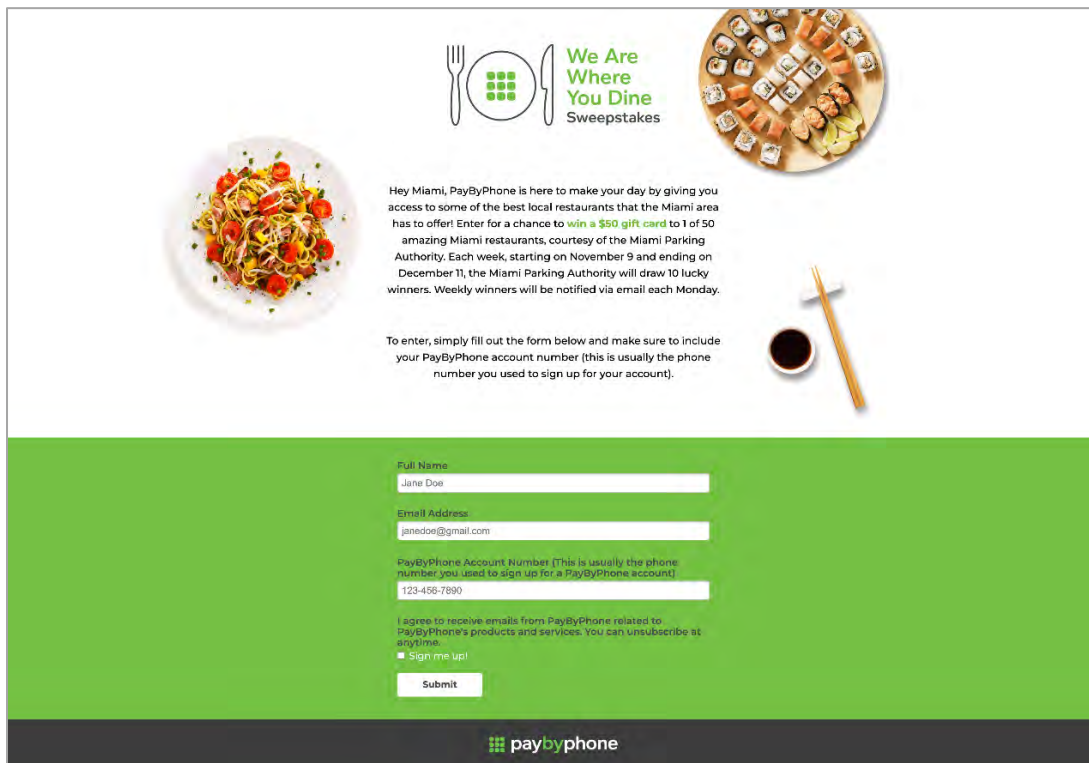
‘We Are Where You Dine’ Campaign

In 2020 we ran a contest in the City of Miami promoting awareness of PayByPhone, by hosting a giveaway campaign giving winners access to some of the best local restaurants that the city has to offer. PayByPhone users had the chance to win a \$50 gift card to one of the many participating local restaurants, courtesy of the Miami Parking Authority (@mpacommunity).

Campaign Tactics Used:

- Dedicated Landing Page
- Custom Dynamic Label Image
- Boosted Social Posts
- Giveaway Sweepstakes

Landing Page:



   **We Are Where You Dine** Sweepstakes

Hey Miami, PayByPhone is here to make your day by giving you access to some of the best local restaurants that the Miami area has to offer! Enter for a chance to win a \$50 gift card to 1 of 50 amazing Miami restaurants, courtesy of the Miami Parking Authority. Each week, starting on November 9 and ending on December 11, the Miami Parking Authority will draw 10 lucky winners. Weekly winners will be notified via email each Monday.

To enter, simply fill out the form below and make sure to include your PayByPhone account number (this is usually the phone number you used to sign up for your account).

Full Name
Jane Doe

Email Address
janedoe@gmail.com

PayByPhone Account Number (This is usually the phone number you used to sign up for a PayByPhone account)
123-456-7890

I agree to receive emails from PayByPhone related to PayByPhone's products and services. You can unsubscribe at anytime.

☐ Sign me up!

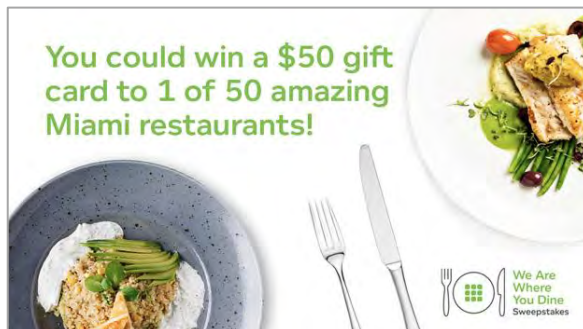
Submit

 paybyphone

Dynamic Label Image:



Social Posts:





This campaign reached over 51,000 people.

Partnerships

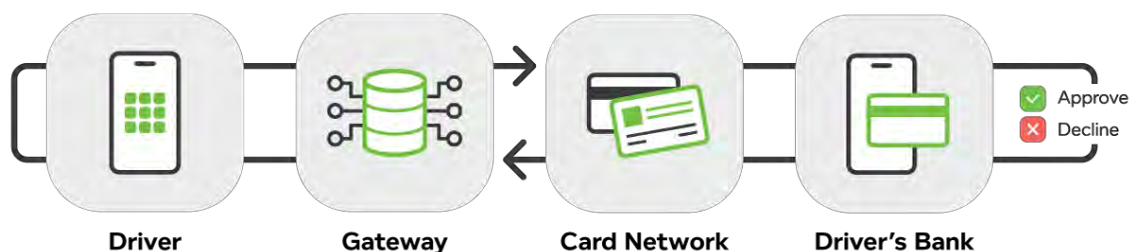
Our existing partnerships with the following municipalities and parking providers shed light on our expertise in the area:

1. Bal Harbor
2. Bay Harbor Islands
3. Broward County
4. Carolina Beach
5. Coral Gables
6. Dadeland
7. Dania Beach
8. Florida International University
9. Fort Lauderdale
10. Hallandale Beach
11. Lauderdale – By – The – Sea
12. Miami
13. Miami Arts Charter School (MAC)
14. Miami Dade County Parks
15. Naples
16. North Bay Village
17. Nova Southeastern University (NSU)
18. Orange County
19. Pompano Beach
20. Sunny Isle Beach
21. Surfside
22. Tampa
23. University of Miami
24. Miami-Dade Aviation, Miami International Airport Park & Ride Lot

3.3.8 What is the settlement process of your system/software?

Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.



If the driver's bank approves the transaction, it sends funds to the card network.

The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

Multiple Fees

- Transaction fees are charged by the card network whether funds transfer or not.
- Service fees are charged by PayByPhone.
- Interchange fees, card association fees, and processing fees are charged by the MoR bank.

Transaction Reports

- Transaction and daily deposit reports can be generated by PayByPhone Portal.
- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

Merchant Processors

We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. While Truist is not currently an active PayByPhone approved partner, we are exploring avenues to add them.

3.3.9 Is there interface capability?

Yes, PayByPhone has an open API with the ability to integrate as either a push service or a pull-on-demand service. The push service will send transactions in real-time. As long as the integration conforms to our API, PayByPhone can send transaction information. Scoping for enhanced features can take place once additional information is provided to determine feasibility, price, and timelines.

3.4.0 Is there system portability, expandability, and support?

Yes, PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth. We successfully process more than 190 million transactions a year (over 500,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required. Both driver and customer support is addressed with each respective section in other areas.

3.4.1 Can the system maintain the security, confidentiality of transactions and information? If yes, please describe in detail.

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone is responsible for the security of cardholder data, which it possesses or otherwise stores, processes, or transmits on behalf of its clients. PayByPhone abides by the rules and regulations set forth in the PCI-DSS regulations. PayByPhone has policies and procedures in place for Information Security which are owned by the Security and Compliance team. These policies and procedures are written in accordance with PCI-DSS standards and reviewed annually. All PayByPhone employees and contractors are required to familiarize themselves with and acknowledge the Information Security policies and procedures. Information Security policies and procedures are assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

PayByPhone has a mature and advanced vulnerability management program. It is based on four steps, which occur monthly or ad-hoc if out-of-band critical security patches are released by manufacturers. The four steps are:

1. Corporate security patching:

- a. Operating systems
- b. Third-party software patching (for example, Firefox, Adobe, Java etc.)

2. Production security patching:

- a. Operating systems
- b. Third-party software patching

3. Infrastructure security patching in all environments:

- a. Firewalls, switches, databases etc.

4. Vulnerability scan of all environments:

- a. Remediate any discovered vulnerabilities until the scan returns clean. This process is repeated monthly and is easily repeatable due to the extensive use of automation tooling and processes.

In addition, PayByPhone also performs the following monthly activities:

1. External network vulnerability scanning**2. External web application vulnerability scanning**

Finally, PayByPhone employs full-time security personnel to maintain these processes as well as perform external, internal, and application penetration testing to identify any vulnerabilities or weaknesses in the platform.

3.4.2 Is your system PCI compliant?

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone protects drivers' card data (whether in transmission or in storage) using a combination of industrial-grade encryption technologies. Clients aren't able to view cardholder data. The PayByPhone Portal system and consumer applications don't read from the credit card database table. Cardholder applications only have access to pre-formatted and redacted card data. Our cardholder environment and our database servers are physically isolated from the Internet. To protect our systems further, we've put in place a range of active monitoring systems (including DDOS mitigation appliances, intrusion detection appliances, file integrity appliances, hardware and software firewall appliances, antivirus appliances, and log aggregation systems). PayByPhone repeats the PCI attestation process annually. Our PCI-DDS Level 1 compliancy can be validated at any time by visiting the VISA portal at <https://www.visa.com/splisting/searchGrsp.do>. Please see our PCI-DSS Certificate below.



3.4.3 Do you allow the City to use our own merchant accounts for credit card processing? This is the City's preferred process.

Yes, PayByPhone can work with whichever merchant processor the City chooses. We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.



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The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

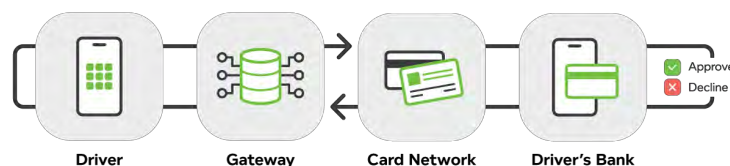
3.4.4 If the merchant account is not the City's, what is the turn-around time for payment to the City? The City requires that payment be made within 24 hours of point of sale.

PayByPhone can work with whichever merchant processor the City chooses to have us connect to. Parking funds are deposited directly to the allocated merchant account and are typically settled daily at 3 am EST. If PayByPhone serves as merchant of record, funds are collected within our merchant account through the current month. At the close of the month, PayByPhone electronically transfers the City's funds within 3 days of the month closure.

3.4.5 Does the City directly receive the credit card payments from our consumers' parking transactions?

Yes, mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.



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Multiple Fees

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- Interchange fees, card association fees, and processing fees are charged by the MoR bank.

Transaction Reports

- Transaction and daily deposit reports can be generated by PayByPhone Portal.
- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

3.4.6 Can you report on average downtime of service?

At PayByPhone, availability is defined as the percentage derived by dividing the total sum of minutes in the given month ("X"), minus the total sum of the experienced incident, divided by the sum total of availability minutes ("X"). Availability is calculated and measured by impact on the end user.

The customer impact is determined by leveraging experienced trends over numerous historical periods (durations) and applying the nearest trending rate as the expected base. During an incident, the availability calculation is thus determined by the expected trends, minus the current trend (incident) and the anticipated duration, based on normal trends, to recover the delta.

By leveraging historical trends, the formula allows the availability metric to much more accurately assess and determine availability based on experienced impact. The Site Reliability Team tracks and analyzes our availability and is able to provide, upon request, the overall availability of the platform on a monthly basis. Additional detailed reporting may be available upon request and at the discretion of PayByPhone.

3.4.7 Do you have web-based parking permits for monthly off-street parking?

The PayByPhone app can accommodate monthly sessions in the same manner it manages hourly sessions for off-street parking areas, which is available via both the Web and our app. The City may choose to utilize our optional Rights & Rates feature to determine which user profiles have authorized access to monthly options.

3.4.8 Do you have web-based parking permits for event off-street parking?

PayByPhone's override feature, located within our self-serve portal, allows the City to override a locations base rate with an event-based rate. This will result in drivers seeing a different rate based on the City's override date/time specifications. This can be utilized for locations in both on and off street locations and would be available via the web and our app.

3.4.9 Do you have web-based parking permits for residential, student, and business parking?

City staff can utilize PayByPhone's Rights and Rates subscription program to administratively manage parking needs by profile type such as residential, student, and businesses. Rights and Rates is a subscription program that provides parking fees based on the driver's pre-authorized profile while supporting different rate structures for different profile types through the optional PayByPhone Rights and Rates feature. This feature can provide special rates for residents,

accessible parking spots for people with disabilities, or longer stay times for commercial cars. Parking rules depend on the driver profile. Drivers would have access to these features via the web as well as our app.

3.5.0 Do you have a phone & web-based violation payment system? If so, does it interface with other violation payment system platforms?

PayByPhone can provide custom text within the app that includes a link to the City's online payment portal for parking citation payment. While we can process any payment through the PayByPhone app, there would be nothing linking this payment to the citation and would simply only reference the license plate.

3.5.1 Do you have an Electronic Validation System for hotels, businesses, restaurants, etc.?

PayByPhone offers validations, which may be used for hotels, restaurants, and other businesses as requested. Parking clients across North America – including municipalities, universities, healthcare campuses, hotels, event venues, and parking operators – can leverage the combined technology solutions of PayByPhone and Off-street to digitally manage their parking validations and paid parking exemptions. Our parking validation software is a license plate-based Web app that allows you to create user accounts to manage your organization's needs as well as to authorize drivers to register for parking validations via an online portal. Digital parking validations will allow you to:

- Self-manage your employee, customer, and visitor parking.
- Increase your visitor compliance.
- Eliminate your decals and paper parking permits.

Our Web-based validation app integrates with leading parking enforcement technology to minimize parking infractions.



Parking Validation Software

Save time managing complimentary parking by adopting a digital parking solution



Our Solution

- A license plate-based web app for managing validations, visitor, and employee parking; **perfect for Hotels, Universities, Airports, Hospitals, Events properties and Municipalities.**
- Allow authorized parkers to **register via an online portal** OR **create user accounts** to manage your organization's needs.
- Integration with leading **parking enforcement technology**

Digital Parking Validations will:



- Allow you to self-manage your employee, customer, and visitor parking
- Increase your Visitor Compliance
- Eliminate your decals and paper parking permits

Customizable features support a variety of use-cases

- Add daily, weekly, or monthly limits with frequency restrictions
- Configure for different times of day or days of the week
- Stop abuse with customizable access codes

Run reports, audit changes, and explore analytics

- Understand site health with daily or date range reports
- Easily collect crucial data using custom additional fields

Easily roll-out across your team

Account permissions assign custom roles so that you can authorize or restrict as much access as you need

3.5.2 Does your organization develop and own its core technology or is it licensed from a third party?

PayByPhone owns and develops their own core technology, and we do not acquire from a third-party.

3.5.3 Describe your customer dispute process.

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via

the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

PayByPhone provides free telephone customer support in English, French, and Spanish. Drivers who are having difficulties with registration, starting parking or resolving account problems/disputes can get help right away by connecting to our toll-free number. Disputes are managed according to provisions set in place between PayByPhone and the City based on data collected during the implementation phase on how best to manage these situations.

3.5.4 Are all reports exportable to Excel or other file formats?

Yes—reports are available via the PayByPhone Portal, our back-office administrative platform, which is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City. Transaction data can be searched using our **to - from** date filter, and our robust reporting tool provides the City with the ability to view current and historical parking sessions and associated transaction data. All reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. Transaction data can be retrieved at any time and meets the two- and three-year requirements.

A variety of reports are available and meet the City's requirement for specified fields listed above.

The screenshot displays the PayByPhone Reporting interface. At the top, there's a navigation bar with links like Home, Customers, Customers, Reports, and Settings. Below this, a 'Reporting' section allows users to select a report from a dropdown menu. The selected report is 'Parking Sessions by Date and Location'. The interface includes filters for 'Client' (a dropdown menu), 'From' date (August 1, 2020), and 'To' date (August 31, 2020). There are buttons for 'Generate Report' and 'Download CSV'. Below the filters, a table lists various reports with columns for Report Name, PayByPhone Location, Client, Location, Vehicle, Make, Model, Date Start, Date End, Transaction, Parking Session, Meter, Estimated Parking, Payment Amount, Tax, Parking Amount, Plate, License Type, and Type. The table shows multiple rows of data for different locations and vehicles. To the right of the table, there are buttons for 'Download CSV' and 'Schedule this report'. A blue arrow points from the 'Export to CSV or XLS' text to the 'Download CSV' button. Another blue arrow points from the 'Any report can be auto-scheduled and emailed to you.' text to the 'Schedule this report' button.

3.5.5 Will the City have access to the system database? Who owns the data?

PayByPhone provides secure, administrative password access to its PayByPhone Portal administrative database where only the minimal data set required from drivers to deliver the services we provide is stored. Core information that the City can access from the database

includes license plate, phone number, and payment card details entered directly by drivers to initiate a transaction.

PayByPhone owns customer data and shares ownership of transactional data with the City. It has two redundant servers in secure, state-of-the-art data centers. The primary location is with Aptum Technologies in Vancouver, BC, and the secondary with Amazon Web Services (AWS) in Montreal, QC. Both data centers are equipped with redundant power, fire control systems, and advanced video surveillance.

3.5.6 Does the system provide any report writing/generating tool?

No, our PayByPhone Portal does not currently support the ability to write your own reports. A wide variety of reports are provided to meet the City's needs, and all reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. However, if a custom report is desired, PayByPhone can assist the City in acquiring such report.

3.5.7 How is the Mobile Parking user fee assessed? Per transaction; monthly; etc. Please explain.

Typically, the per transaction fee is set up as a "fee-on-top" structure, which is paid by the driver by form of a convenience or service fee. This means the transaction fee can be paid by the driver and is added on top of the City's parking fee. However, we support a variety of transaction set-up scenarios based on the City's preference. In many cases, if the City offers both hourly and monthly parking options where both are offered and supported via our platform with a varying transaction fee for each type.

3.5.8 Will you provide Miami Beach Residents a discount on your pay-by-phone user fees (per transaction or monthly)? Please explain.

Yes, PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers or the right to park in a restricted location such as providing discounted parking rates for residents, accessible parking spots for people with disabilities, or longer stay times for commercial cars.

The Miami Parking Authority utilizes this same feature to offer resident rate discount, and the same efforts can be duplicated for the City of Miami Beach based on your unique needs and can be per transaction or monthly based on the City's needs.

Parking rules depend on the driver profile. PayByPhone can either pull these eligible license plates automatically from an existing database or the City can manually add license plates to a **Rights and Rates** group. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for health care and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.



3.5.9 Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain.ⁱ

PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers [such as residents or disabled parkers] or the right to park in a restricted location such as longer stay times for commercial cars. This feature does not currently have the ability to support transaction-free options for specified accounts, but we are currently working with our product team to get the needed development work on our roadmap in time for the Miami Beach roll out. In the interim, we have the ability to work with the City to decrease the driver's parking fee by the amount of the transaction fee, essentially offering this at no cost to the driver and absorbed by the City and can message accordingly so users understand. This would be a potential stop gap until this development work is done.

3.6.0 Do you host and update your system?

PayByPhone is a global SaaS product offering. Our app is supported on Apple iOS, Android, and Windows operating systems. Our service is accessible using any modern Internet browser or the app itself. No infrastructure is required to be installed inside the City's network.

PayByPhone is responsible for patching systems and services supporting our service. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth.

We successfully process more than **100 million transactions a year** (over 300,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required.

3.6.1 Is your software Microsoft SQL? Please provide the version of the software.

No, PayByPhone does not use Microsoft SQL.

3.6.2 Is your software web-based?

Yes, the self-serve administrative PayByPhone Portal is a secure, Web-based platform that can be managed from any modern Web browser.

3.6.3 Is your software compatible with the Skidata gated revenue control system for payment at garages (OffStreet only).

Please refer to our response in question 3.3.3

TAB 4 - Approach and Methodology

4.1 Project Planning and Implementation Information

4.1.1 Provide a complete sample project plan for this project. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well as meet the requirements of the City within the required timeline.

PayByPhone will provide an implementation plan for review and approval by the City within 30 days of contract award. A typical implementation can take between six and eight weeks depending on City staff availability. Dates can be adjusted upon being selected vendor of choice and are contingent upon award assumptions from the solicitation schedule. There are several key, high-level items in a transition plan (from implementation to go-live) that are worth noting.

- Launch call.
- Identify key stakeholders.
- Set up merchant information.
- System configuration (new location setup, if applicable)
- Design and produce signage and stickers.
- Testing
- Soft go-live – testing phase
- Go-live – (projected go-live date)

Our implementation plan below provides a detailed overview of the proposed scope of work a date/timeline assumed based on this RFP release since the dates are listed as TBD but may be adjusted based on additional information provided by the City, while **Tentative Project Schedule** below highlights the key milestones the project will meet during each phase of its six- to eight-week implementation. Implementation time frames vary from operation to operation based on information provided to us within the implementation workbook and merchant account setup.

April 2023: Contract Execution

- **Finalize the contract:** The City will work directly with PayByPhone's Sales Director and our Legal team.
- **Schedule kick-off call:** The City's Sales Director will coordinate a kick-off call with the assigned PayByPhone Client Success team to begin work on project implementation.

April 2023: Project Kick-off

- **Client Success Onboarding Manager:** Primary point of contact and project lead during onboarding phase. Weekly meetings and coordination for merchant account, signage planning, geolocation coordination, dynamic label, and communication. Before go-live, the Client Success team will conduct training that also includes the sales director. Virtual training is also available if needed.
- **Sales Director:** Attends weekly calls and provides input as needed. Works with the Client Success team to conduct on-site training. Virtual training is also available if needed.
- **Implementation Manager:** Works closely with the team to coordinate and execute necessary integrations and conduct test transactions.

- **Marketing:** Works with the team to plan marketing strategies for go-live and future adoption success strategies.

May 2023: Soft Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for soft launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if needed.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

May 2023: Soft Launch Evaluation and Full Launch Implementation Planning

- **Client Success Onboarding Manager:** Remains the primary point of contact for the City and works with the City to monitor soft launch locations, evaluate issues, and implement solutions. Works with the City to begin setting up new locations for future full launch. Meetings conducted weekly or as dictated by the City for full launch planning.
- **Sales Director:** Remains in contact with the Client Success team and continues to attend meetings as scheduled by the Client Success team. Provides input as needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Works with the Client Success team to set up any new integrations that have developed since initial launch (for example, change in enforcement provider) and remains available if needed.
- **Marketing:** Works with the City to begin marketing strategy planning to market upcoming full launch in the City.

June 2023: Full Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for full launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if required. At this time, the City will also be introduced and transitioned to its assigned Account Manager, who will serve as the City's primary point of contact for its account.

- **Client Success Account Manager:** The PayByPhone Account Manager will serve as the primary point of contact to work with the City for both routine needs as well as develop and implement strategic marketing activities and ensure adoption success.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Implementation manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

4.1.2 Include a sample project schedule based on the above project plan. Indicate the significant “milestones” in a project of this nature and magnitude.

Please refer to our response in question 4.1.1

4.2 Training Information

4.2.1 Describe the training program approach for the City. Include Administrator, Power User, and Full User roles; including in-house training (“Live”);.

Training is one of the most important steps to a successful implementation. The City's parking administrative staff and its partners will be offered complimentary training during the implementation phase. We use a “train the trainer” model.

Our main training program consists of four key elements:

- PayByPhone – who we are, what we do, core processes.
- Enforcement – parking location numbers, enforcement protocols.
- PayByPhone Portal system (Administrator) – how it works, reporting functions, dashboards.
- Customer service (Full User & Power Users) – registration, payment, account management.

PayByPhone's instructional training will be planned to accommodate training needs. It will also allow time for question-and-answer sessions as needed by the City's staff to ensure everyone is comfortable with their understanding of the software and associated integrations. We'll submit a proposed instruction schedule where the City can adjust and suggest changes to the content and schedule to ensure efficiency and a mutually agreeable planning process. We'll provide training materials that can be copied and distributed as needed for ongoing training purposes.

PayByPhone will put together a comprehensive training plan related to its cloud-based administrative PayByPhone Portal system which can include on-street teams if applicable (civil enforcement officers) during the service implementation phase. We'll run multiple “train the trainer” sessions as needed. Additionally, live training can be conducted at the City's request.

4.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

Please refer to our response in question 4.2.1

4.3 Maintenance/Support/Warranty Information

4.3.1 Describe the levels and types of ongoing system support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.

PayByPhone is a software as a service (SaaS) solution, therefore, as software updates are made, they're available to drivers and clients immediately. Ongoing refresher training can be provided as needed.

Upgrades and patches are applied by PayByPhone. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. In situations where an update requires an interruption of service, Client's are notified in advance, and a time is carefully selected to disrupt clients as little as possible. For example, a typical update may occur est. after 4 am with little to no impact on the City's drivers.

4.3.2 Indicate how support would be provided to our location (hotline telephone support, email, onsite, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

City administrative staff will have a dedicated client success account manager to contact via email or toll-free number, between 7 a.m. and 4 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups.

The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

For driver support, PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Drivers may contact our free telephone customer support in English, French, and Spanish, which is available 24/7. Drivers who are having difficulties with registration, starting parking or resolving account problems can get help right away by connecting to our toll-free number.

4.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

PayByPhone provides an uptime service level guarantee surrounding all mission critical services. Uptime guarantees are exclusive of outages related to third-party suppliers, including, but not limited to, payment gateways, messaging suppliers, telephony suppliers, third-party revenue control, and enforcement handheld systems. A copy of PayByPhone's **Service Level Agreement** has been attached at **Appendix 2**.

Appendix 1 – Resumes

TERESA TRUSSELL, CAPP, Sales Director, Midwest and Southern California

Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI. In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Ohio, Indiana, West Virginia, Pennsylvania, Michigan, and Southern California. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success.



PayByPhone Technologies Inc.

Sales Director, Midwest and Southern California

2019 – Present

- Create and manage sales opportunities.
- Build and nurture prospective and client relationships.
- Work with existing clients to create adoption growth campaign activities.
- Perform on-site meetings and participate in on-site activities.

Ohio University, Parking Operations Supervisor

Parking Operations Supervisor

2000 – 2018

- Managed day-to-day parking operations.
- Evaluated technology and planned/executed implementation process.
- Developed routine communication plans for internal and external use.

Ohio University

Master of Social Science

2019

Ohio University

Bachelor of Human and Consumer Sciences

2017

SHALINI DIAZ, Director, Client Success

Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets. Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals.



PayByPhone Technologies Inc.
Director, Client Success

2022 – Present

- Establish, implement, and communicate the strategic direction of the Client Success North America division, starting with the onboarding phase and carrying into post-implementation and account management.
- Lead a high performing Client Success team, delivering on client satisfaction, engagement, and retention and growth

PayByPhone Technologies Inc.
Director, Enterprise Sales

2019 – 2022

- Grew PayByPhone's corporate presence in North America, and increased revenue by generating new sales leads, while working within existing client relationships.
- Planned and managed projects, aligning business goals with technology solutions to drive process improvements.

T2 Systems, Inc.
Regional Sales Manager

2017 – 2019

- Collaborated with senior executives to establish and execute sales goal.
- Developed and executed on sales strategies while building and nurturing relationships across territory.

Florida International University
Bachelor of Public Administration

2009

CARMEN DONNELL, CAPP, Managing Director, North America

Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need. Recently promoted to managing director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, Global, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.



PayByPhone Technologies Inc.
Managing Director, North America

2022 – Present

- Responsible for overall strategy and execution for North American Commercial team.
- Report monthly KPIs on progress towards company and team goals to executive stakeholders.
- Lead Sales, RFP, Marketing, Implementation, and Client Management team members.

PayByPhone Technologies Inc.
Vice President, Sales, North America
Vice President Sales West, North America

2019 – 2022

- Provided mentoring, coaching, and industry experience to build sales directors' knowledge and skill sets.
- Led RFP production and content team.
- Created and executed annual strategy and produced regular KPIs of progress towards company and team goals.

T2 Systems Canada Inc.
Regional Sales Manager and Team Lead

2008 – 2019

- Coached and mentored pay station regional sales managers.
- Engaged in large opportunity strategy across company pay station portfolio and pipeline.
- Managed a territory with 150+ existing accounts and responsible for all new logo acquisition.

JONNY COMBE, President and CEO

Jonny is the President and CEO of PayByPhone with nearly two decades of experience in sales and service leadership within the automotive and technology sectors. As President and CEO, Jonny ensures PayByPhone shareholder maximization and the long-term success of the company by defining and executing effective strategies.



PayByPhone Technologies Inc.
President and CEO

2022 – Present

- Support the Board of PayByPhone Technologies Inc. in developing a meaningful long-term vision and an effective strategy for the company.
- Oversee all business activities in the areas of product development, commercial, and HR to ensure they produce results consistent with overall strategy.
- Build strong relations with key partners and stakeholders and act as central point of contact for important shareholders.

PayByPhone Limited
CEO, Corporate

2022 – 2022

- Responsible for implementing effective strategies to accelerate the growth and development of PayByPhone's global B2B business.
- Led the global Business division to build a business line that would generate increased monthly recurring revenue.

PayByPhone Limited
Chief Executive Officer, UK

2018 – 2022

- Developed and implemented a new business strategy to ensure successful, rapid growth over a 36-month period.
- Oversaw a complete restructure of the business including building a new management team and worked with leaders to develop a culture of high performance across the entire business.

University of Stirling
BA, Marketing

ANTHONY CASHEL, Interim Chief Client Officer

Anthony Cashel is PayByPhone's interim Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.



PayByPhone Technologies Inc. Interim Chief Client Officer

2022 – Present

- Responsible for the overall strategic direction of our Global City and Parking Operator business.
- Reports monthly to the Management Board on progress of strategic goals.
- Drives cross-functional synergies and best practice across all markets.

PayByPhone UK Limited Managing Director, UK

2022 – 2022

- Developed the strategic direction for the UK business, including development and mentoring of the team.
- Oversaw the development of the company culture and ensured alignment with our internal goals.
- Developed best practice approaches to the utilization of data as part of our ongoing growth strategy.

PayByPhone UK Limited Marketing & Operations Director, UK

2020 – 2022

- Oversaw the rebuilding of the UK Marketing and Operations team into a highly effective cross-functional team capable of seamlessly delivering multiple campaigns, projects, and client implementations.
- Developed and launched the multi-award winning Meters for Trees environmental programme.
- Responsible for the management of all PayByPhone marketing campaigns, including the successful Park with Pudsey and Green Christmas initiatives.

Anthony holds a degree in Marketing from the University of Greenwich having graduated in 2003. He also holds a Green Belt in Six Sigma achieved in 2008.

JESSICA BRITTON, Director, Marketing, North America

Jessica is responsible for the management of PayByPhone's award-winning North America Marketing Communications and Global Product Marketing teams that work tirelessly and closely with each client to develop communication and adoption campaigns that fit each client's unique needs.



PayByPhone Technologies Inc.
Director, Product Marketing, Global

2021-Present

- Develops the overall go-to market strategy for PayByPhone products and services on a global and regional level.
- Oversees and ensures the quality of the positioning and branding of PayByPhone's products.

PayByPhone Technologies Inc.
Director, Marketing, North America

2020 – 2021

- Serve as a key and active member of the leadership operating team for North America.
- Develop and maintain a North American marketing strategy to increase adoption, usage, and reactivation of users in all regions.
- Work with the wider Consumer team and regional clients to design and execute innovative, data-driven B2C, B2B, and P2C marketing campaigns.

PayByPhone Technologies, Inc.
Senior Manager, B2B Marketing, North America

2019 – 2020

- Developed campaigns to build awareness, generate prospect engagement, and drive market positioning and user growth through relevant content for PR and B2B Events.

Photon Control, Inc.
Director of Marketing, Global

2010 – 2018

- Spearheaded efforts to define an overall optimum product and technology portfolio strategy that drove the long-term growth of the organization

Thompson Rivers University
Bachelor of B. Comm Marketing
Bachelor of Management Studies and Leadership

2018

2017

British Columbia Institute of Technology
Diploma of Marketing Management and Public Relations

2007

NIGEL CARROLL, Chief Technology Officer

Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U\$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology.



PayByPhone Technologies Inc. Chief Technology Officer

2022 – Present

- Lead PayByPhone's global Development organization.
- Responsible for the definition and execution of the tech strategy, day-to-day operations, and delivery of the business change.

BCLDB - Canadian Provincial Government Chief Information Officer

2019 – 2022

- BCLDB is a multi billion dollar wholesale and retail company. Responsible for definition and execution of the digital strategy, day to day operations and delivery of the business change. With a CAD\$70-million annual budget and 300 team members.

SLC - UK Government Chief Technology Officer

2017 – 2019

- SLC is responsible for student loans in the UK. Responsible for definition and execution of the technology strategy, day to day operations and delivery of business change. With a £90-million annual budget and 700 team members.

Enliven Financial Chief Technology Officer

2015 – 2016

- Enliven is a Consumer Finance FinTech. Responsible for establishing all digital capabilities through technology partners.

MBA - Edinburgh Business School, UK

Bachelor of Electrical Engineering - Warwick University, UK

Appendix 2 – Service Level Agreement

Cooperation and Service Agreement

This Cooperation and Service Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) between PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 (“PayByPhone”) and The City of Miami, a provider of parking services with its address at: [client address] (“Client”).

Recitals

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client, described in more detail in Appendix A (each address listed is a “Parking Location”). PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

Agreement

Section 1 The PayByPhone Mobile Payment Platform And Applications

1.1 PayByPhone Mobile Payment Application

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PayByPhone Management Information System

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 Computer, Networking and Telecommunication Systems

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 Mobile Payment Service Enforcement

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 Reports

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

[OPTIONAL, ADD-ON PRODUCTS—items not selected would be removed]

1.6 PayByPhone Interactive Voice Response

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PayByPhone Rights & Rates

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 Use of QR Code

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PayByPhone Validations Portal

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and

complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the “Validations Portal”). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 Fees and Payments

2.1 Pricing and Payment

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing. PayByPhone may, acting reasonably, increase any fees outlined in Appendix A, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to Client.

2.2 Merchant Account

Merchant account refers to Client’s merchant account set up with Client’s acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone’s gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

2.2 Transaction Testing

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 Third Party Integration

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 Exclusivity

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client, including, but not limited to, all wireless payment applications employing wireless devices to pay for parking at the specific Client parking lots where PayByPhone is deployed pursuant to this Agreement during the term of this Agreement.

[if not exclusive above is replaced with]: The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications (“Third Party Providers”), through contracts for the same parking facilities and metered stalls covered by this Agreement.]

Section 4 Marketing, Promotion and User Education

4.1 Signage

4.1.1 Client agrees to provide adequate space for and permit placement of PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available. Specific placement of the signage is to be mutually agreed by PayByPhone and Client acting reasonably. PayByPhone will provide the first round of signage (excluding installation) for each Initial Parking Location and any Additional Parking Location implementing PayByPhone as mobile payment service provider at its own cost. The first round of signage includes:

- a) Standard signage template listing PayByPhone as the sole provider of the mobile payment service and, if requested by Client, incorporating, alongside logos, fonts, colours and design of PayByPhone, logos, fonts, colours and design of Client.
- b) The maximum size of any signage will be [include size]; the maximum size of any decal will be [include size].
- c) The number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location.

All additional and replacement signage is at Client's cost. Client agrees to either use PayByPhone's standard signage template or ensure that its non-standard signage complies with all PayByPhone's marketing and branding guidelines (available on request). Client shall not modify PayByPhone's logos, fonts, colours, design, and other brand/marketing related items without PayByPhone's prior written consent and approval. In the event Client requests that PayByPhone produce non-standard signage for Client, such customization work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees. Client will be responsible for installation of all decals and signs at the Parking Locations, including the first round of signage.

[In the event Client wants, in addition to PayByPhone standard signage paragraph, an option to install multi-vendor signage and is looking for PayByPhone to pay part of cost, use this in combination with the standard paragraphs:]

If instead of PayByPhone's standard signage template, Client chooses to install signage that includes reference to both PayByPhone and the Third Party Providers, PayByPhone will bear a share of the reasonable cost of the first round of signage, in proportion to the total number of providers listed on the signage. For greater clarity, if at the time of signage placement, only PayByPhone and one Third Party Provider are listed, PayByPhone will bear 50% of the signage cost. All subsequent rounds of signage reflecting addition of Third Party Providers are at Client's expense and Client, working with Third Party Providers, will provide all decals and signs required for implementation.

4.2 Marketing Events

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile

payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 Client Training

PayByPhone will provide initial training to Client using a “Train the Trainer” (the “Client Trainer”) model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 Intellectual Property

5.1 Intellectual Property Rights

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively “Intellectual Property”) belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the “Indemnifying Party”) the other (for the purposes of this clause the “Indemnified Party”) against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 Client Information

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 Customer Information

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable

requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a “data controller” with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party’s activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user’s activity in the PayByPhone account or the PayByPhone applications (“User Profile Data”) shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PayByPhone’s Services to Customers

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text (“SMS Communications”), including reminders to extend a Parking Session and confirmations of successful registration for a Parking Session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee for each SMS Communication sent by PayByPhone with respect to a Parking Session (“SMS Fee”) and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to \$0.15, inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a Parking Session. For the purposes of this section 5.4, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. Client will collect PayByPhone’s SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 Term and Termination

6.1 Term and Renewal

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the “Initial Term”) from the date that the first end user Transaction is made through the PayByPhone mobile payment service unless earlier terminated in accordance with this Section 6. PayByPhone records will be conclusive evidence of the date of the first end user Transaction for the purposes of this section.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a “Renewal Term”), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the “Term”.

6.2 Termination

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

Section 7 Representations and Warranties

7.1 Mutual Representations and Warranties

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to *intellectual property, necessary to enter into and perform this Agreement*;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and *this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.*

Section 8 Disclaimer, Indemnification and Limitation of Liability

8.1 Disclaimer

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone “as is”.

8.2 Indemnification

To the extent permitted by law and subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

8.3 Limitation of Liability

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 Parking Rates

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Section 9 Confidentiality

Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- I. with the other party's consent;
- II. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- III. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

- I. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- II. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- III. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- IV. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 Miscellaneous

10.1 Assignment

This Agreement shall be binding on the parties, their successors and their permitted assigns. PayByPhone may assign its rights or obligations under this Agreement without Client consent.

Amendment

All amendments to this Agreement shall be in writing. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

10.2 Survival

The confidentiality, intellectual property and indemnification obligations in this Agreement and any other terms that by reasonable implication contemplate continued performance, shall survive the expiry or termination of this Agreement.

10.3 No Agency

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.4 Governing Law

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Delaware, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in State of Delaware, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.5 Severability

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.6 Attorney's Fees

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.7 Force Majeure

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.8 Entire Agreement

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.9 No Waiver

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.10 Notice

Any notices provided hereunder shall be given at the address of the recipient specified below or at such other address as specified in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.12 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.13 Agreement Approval

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 Sophistication of Parties

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 Client's Conduct of Business Through Affiliates

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.17 PCI-DSS: Payment Card Industry Data Security Standard

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami

PayByPhone US Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notice Address:
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
6th Floor
Vancouver, BC V6B 2Y5
Canada

Notice Address:
[client address as above]

With a copy to: legal@paybyphone.com

APPENDIX A

Parking facilities and metered parking stalls:

Parking facility located at [address] including [number] of parking spaces.

Parking facility located at [address] including [number] of parking spaces.

Pricing has been removed from this section due to the RFQ requesting that pricing not be submitted with this bid.

Appendix 3 – Conditions of Terms

Please see below our proposed variations to the Conditions of Terms

Provision	Explanation of suggested changes	Substitute Language
RFQ Agreement, A2. Special Conditions, 2. Option to Renew	Option to Renew After the 5-year Term, The City will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. PayByPhone suggests adding language that allows for PayByPhone to increase any fees to adjust for inflation and any increase in the cost of PayByPhone providing the services to the City.	The City, through its City Manager, will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The City, with the prior written consent of the successful contractor, shall receive, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, is a City prerogative, and not a right of the successful contractor. The successful contractor may, acting reasonably, increase any fees, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of providing the services to the City.
Formal Solicitations – Terms and Conditions s.3	<u>Assignment</u> Contractor restricted from delegating obligations or duties without prior written consent of the City. As some duties are likely to be handled by PayByPhone US Inc.'s parent company, PayByPhone Technologies Inc., we recommend adding language to accommodate the parent company.	With the exception of assignment to a parent company, no contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right, title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.
Formal Solicitations – Terms and Conditions s.34	<u>Patents and Royalties</u> PayByPhone shall indemnify and save harmless the City of Miami Beach, Florida from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or	The City and Bidders shall indemnify, defend and save harmless the other party and its officers, employees, contractors, and/or agents, from liability, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

	used in the performance of the contract, including its use by the City of Miami Beach, Florida. PayByPhone suggests modifying this language to have the provisions made reciprocal to the benefit of both the City and PayByPhone.	Miami Beach, Florida. If the Bidders use any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
Formal Solicitations – Terms and Conditions s.41	<u>Termination for Default</u> If PayByPhone shall “fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services.” The City may, at its discretion, provide reasonable “cure period” for any contractual violation prior to termination of the contract. PayByPhone recommends modifying this language to include a standard 30-day “cure period” consistent with PayByPhone’s standard provisions in our Service Agreement.	If the successful Bidders shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the Bidders of such termination, which shall become effective upon receipt by the Bidders of the written termination notice. In that event, the City shall compensate the successful Bidders in accordance with the term of the contract for all work and/or services satisfactorily performed by the Bidders prior to termination, net of any costs incurred by the City as a consequence of the default. Notwithstanding the above, the successful Bidders shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Bidders, and the City may reasonably withhold payments to the successful Bidders for the purposes of set off until such time as the exact amount of damages due the City from the successful Bidders is determined. The City will provide a thirty (30) day “cure period” for any contractual violation prior to termination of the

		contract; should the successful Bidders fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.
Missing from Formal Solicitations -Terms and Conditions	<u>Confidentiality Provision:</u> No Confidentiality provisions are provided in the agreement. PayByPhone proposes adding this language to the Formal Solicitations -Terms and Conditions.	Neither the Bidders or the City will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except: (i) with the other party's consent; (ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or (iii) when required to do so by law or by any binding rule, order or request. For purposes of this Section, the Bidders and the City agree that confidential or proprietary information does not include any information that is: (i) already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records; (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (iii) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

		(iv) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records. Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.
Missing from Formal Solicitations -Terms and Conditions	<u>Intellectual Property (IP)</u> Current IP provisions in the agreement do not adequately protect PayByPhone. PayByPhone proposes adding this language to the Formal Solicitations -Terms and Conditions.	The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement. Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such

		Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records. The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement. To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the “Indemnifying Party”) the other (for the purposes of this clause the “Indemnified Party”) against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.
Missing from Formal	<u>Ownership of Use of Data.</u>	Client Information

Solicitations -Terms and Conditions	No Data definitions or provisions are provided in the agreement. PayByPhone proposes adding this language to the Formal Solicitations -Terms and Conditions.	“Client Data” means all data provided directly by the City to the Bidders in relation to this Agreement, including the City’s parking rates, the City’s identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies. During the term of this Agreement and for such time after as not expressly prohibited, the Bidders may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data. Following termination of this Agreement, the Bidders will, at the City’s written request, return to the City or destroy all Client Data and copies thereof. Notwithstanding the foregoing, the Bidders shall be permitted to retain such copies of, or any computer records or files containing, the City’s Data: (a) that has been archived by the Bidder’s automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Bidder’s standard archiving and back-up procedures; and (b) to the extent required by applicable law. Customer Information The parties will share information and data directly relating to drivers’ parking sessions through the Bidder’s service at the Parking Locations (“Parking Sessions”) and as may be required by the City for parking enforcement, fines, and proceedings (“Transaction Data”).
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		Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below). In using, sharing, or otherwise processing Transaction Data, the Bidders and the City must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the Bidder's service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws. Any information about or with respect to the Bidder's service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for an account and data about the user's activity in the account or the Bidder's applications ("User Profile Data") shall be exclusively owned by the Bidder. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.
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HAMILL, NICK, MR
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Annual Reports

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