

MIDTOWN MIAMI

**COMMUNITY DEVELOPMENT
DISTRICT**

May 9, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Midtown Miami Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

May 2, 2023

ATTENDEES:

Please identify yourself each time
you speak to facilitate accurate
transcription of meeting minutes.

Board of Supervisors
Midtown Miami Community Development District

Dear Board Members:

The Board of Supervisors of the Midtown Miami Community Development District will hold a Regular Meeting on May 9, 2023 at 2:00 p.m., at the offices of the CDD, Shops at Midtown Miami, 3401 N. Miami Avenue, Suite 132, Miami, Florida 33127. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-04, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2023-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
5. Consideration of Tesla Florida, Inc., Tesla Supercharger Agreement
6. Update: M Park Dog Park Proposals
7. Consideration of Windcave Agreements
 - A. Merchant Application
 - B. Gateway
8. Acceptance of Unaudited Financial Statements as of March 31, 2023
9. Approval of February 14, 2023 Regular Meeting Minutes
10. Staff Reports
 - A. Operations Manager: *Deborah Samuel*

- I. Monthly Report
- II. Parking Information
 - Executive Summary
 - Transient Parking Year Over Year Comparison
 - Revenue By Lane Reports
- B. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
- C. District Engineer: *Alvarez Engineers, Inc.*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 13, 2023 at 2:00 PM

○ QUORUM CHECK

SEAT 1	JOSEPH PADULA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	LINDSEY VICHA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ALEX MIRANDA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	KIAHNA PEREZ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	PIETRO RICCOBONO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Public Comments
- 12. Supervisors' Requests
- 13. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,

Cindy Cerbone

Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 528 064 2804

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Midtown Miami Community Development District (“**District**”) prior to June 15, 2023, the proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____

HOUR: _____

LOCATION: Shops at Midtown Miami
Office of the CDD
3401 N. Miami Avenue
2nd floor parking garage, Suite 132
Miami, Florida 33127

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Miami-Dade County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF MAY, 2023.

ATTEST:

**MIDTOWN MIAMI COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
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**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 451,519				\$ 451,587
Allowable discounts (4%)	(18,061)				(18,063)
Assessments: on-roll (net of discounts)	433,458	390,872	\$42,586	\$433,458	433,524
Assessments: off-roll	2,819,159	2,185,320	633,839	2,819,159	2,823,590
Interest & miscellaneous	708	1,403	-	1,403	708
Total revenues	<u>3,253,325</u>	<u>2,577,595</u>	<u>676,425</u>	<u>3,254,020</u>	<u>3,257,822</u>
EXPENDITURES					
Administrative					
Supervisors	12,000	1,200	3,000	4,200	12,000
FICA	912	84	228	312	912
Engineering	15,000	4,900	5,000	9,900	15,000
Engineering - stormwater reporting	-	-	-	-	-
Consulting services	57,500	1,665	55,835	57,500	57,500
Legal	60,000	8,635	10,000	18,635	60,000
Management	62,151	31,076	31,075	62,151	62,151
Assessment roll preparation	4,668	2,334	2,334	4,668	4,668
Audit	8,300	-	8,300	8,300	8,500
Postage	600	43	557	600	600
Insurance	62,446	56,030	-	56,030	62,446
Property insurance	4,200	1,146	-	1,146	5,880
Worker's compensation	4,100	2,528	1,572	4,100	4,100
Printing and binding	600	300	300	600	600
Legal advertising	1,250	-	1,250	1,250	1,250
Bank charges	1,500	-	1,500	1,500	1,500
Arbitrage rebate	1,250	-	1,250	1,250	1,250
Property taxes	200	-	200	200	200
Tax collector	4,515	3,907	608	4,515	4,516
Web hosting	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Annual filing fee	175	175	-	175	175
Total administrative	<u>302,282</u>	<u>114,728</u>	<u>123,219</u>	<u>237,947</u>	<u>304,163</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

Field	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
Salaries	126,491	66,588	59,903	126,491	135,197
Contracts:					
Fountain	5,000	-	-	-	-
Janitorial	480,000	225,036	254,964	480,000	545,000
Security services	700,000	264,163	435,837	700,000	710,000
Street sweeping	63,000	27,048	35,952	63,000	67,000
Landscape	340,000	201,957	138,043	340,000	360,000
Road cleaning	60,000	8,100	51,900	60,000	62,000
Air conditioning	3,500	1,190	2,310	3,500	3,800
Pest control	6,000	2,160	3,840	6,000	6,200
Other services	720	-	720	720	720
Animal waste removal	20,000	7,500	12,500	20,000	25,000
Waste removal	18,000	6,327	11,673	18,000	22,600
Utilities:					
Telephone	2,500	2,639	(139)	2,500	2,800
Electricity	68,000	11,316	56,684	68,000	68,000
Irrigation	72,000	34,145	10,000	44,145	75,000
Rentals: general	10,000	-	10,000	10,000	12,000
Repairs & maintenance:					
General	76,500	33,419	43,081	76,500	80,000
Air conditioning	-	4,200	(4,200)	-	-
Buildings	30,000	29,106	894	30,000	36,500
Electrical	80,000	351	79,649	80,000	95,000
Equipment	-	-	-	-	-
Grounds	90,000	29,672	60,328	90,000	98,000
Irrigation	30,000	3,670	3,000	6,670	32,000
Plant replacement	85,000	29,337	55,663	85,000	120,000
Signage	2,000	155	1,845	2,000	2,500
M Park (turf & playground equipment)	-	-	-	-	30,000
Printing and binding	600	-	600	600	600
Holiday decorations	100,000	43,638	56,362	100,000	110,000
Radio	3,000	1,466	1,534	3,000	5,500
Licenses & permits	750	-	750	750	750
Security	25,000	12,832	12,168	25,000	29,000
Office & operating supplies	12,000	10,124	1,876	12,000	14,000
Office equipment	3,000	-	2,000	2,000	4,500
General capital outlay	50,000	-	50,000	50,000	50,000
Landscaping light fixtures (Holmes)	45,000	12,469	32,531	45,000	-
Parma replacement light fixtures	36,000	35,820	180	36,000	-
MBE sprinkler pipes painting	22,000	-	22,000	22,000	-
M Park - dog park	225,000	-	225,000	225,000	-
Site - wood benches	-	-	-	-	21,000
Contingencies	60,000	26,352	33,648	60,000	60,000
Total field operations	<u>2,951,061</u>	<u>1,130,780</u>	<u>1,763,096</u>	<u>2,893,876</u>	<u>2,884,667</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
Total expenditures	3,253,343	1,245,508	1,886,315	3,131,823	3,188,830
Excess/(deficiency) of revenues over/(under) expenditures	(18)	1,332,087	(1,209,890)	122,197	68,992
Net change in fund balances	(18)	1,332,087	(1,209,890)	122,197	68,992
Fund balances - beginning	2,627,842	1,956,881	3,288,968	1,956,881	2,079,078
Assigned					
3 months working capital	863,322	863,322	659,904	659,904	848,452
Disaster recovery	150,000	150,000	150,000	150,000	150,000
Unassigned	1,614,496	2,275,646	1,269,174	1,269,174	1,149,618
Fund balance - ending	<u>\$2,627,824</u>	<u>\$ 3,288,968</u>	<u>\$ 2,079,078</u>	<u>\$ 2,079,078</u>	<u>\$ 2,148,070</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEFINITION OF GENERAL FUND EXPENDITURES**

Expenditures

Administrative

Supervisors	\$ 12,000
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates 12 meetings during the fiscal year.</p>	
FICA	912
Engineering	15,000
Consulting services	57,500
Legal	60,000
<p>Billing, Cochran, provides on-going general counsel and legal representation. Attorneys attend the noticed Board meetings in order to anticipate and deal with possible legal issues as they may arise and to respond to questions. In this capacity, as local government lawyers, realize that this type of local government is very limited in its scope - providing infrastructure and service to development.</p>	
Management	62,151
<p>Wrathell, Hunt and Associates, LLC, specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the Districts, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.</p>	
Assessment roll preparation	4,668
<p>Wrathell, Hunt and Associates, LLC, provides services including preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments.</p>	
Audit	8,500
<p>The Districts are required by Florida State Statute to undertake an independent examination of its books, records and accounting procedures on an annual basis.</p>	
Postage	600
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Insurance	62,446
<p>The District's General Liability & Public Officials Liability Insurance is with Egis Insurance & Risk Advisors.</p>	
Property insurance	5,880
Worker's compensation	4,100
<p>Insurance for the district employees.</p>	
Printing and binding	600
<p>Letterhead, envelopes, copies, etc.</p>	
Legal advertising	1,250
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Bank charges	1,500
<p>Monthly bank charges incurred during the year and automated AP routing</p>	
Arbitrage rebate	1,250
Property taxes	200
<p>Billing from Miami-Dade Tax Collector for property and tangible property taxes.</p>	
Tax collector	4,516
Web hosting	705
<p>This is to comply with state Statutes for posting information on the internet.</p>	
Website ADA compliance	210
<p>Accounting and administrative supplies.</p>	

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEFINITION OF GENERAL FUND EXPENDITURES**

Expenditures (continued)

Annual filing fee 175
Annual fee paid to the Florida Department of Economic Opportunity.

Field

Salaries 135,197
Payroll for District employees. This split is 40/60% between General and Enterprise Funds.

Contracts

Fountain -

Fountain maintenance.

Janitorial 545,000

Janitorial services for the District are provided by Interstate Cleaning Corporation. The monthly invoices are segregated between fixed and variable costs, which are split 70/30% between General and Enterprise Funds. Miscellaneous janitorial expenses are included in this category

Security services 710,000

Security for the District grounds. This split is 70/30% between General and Enterprise Funds.

Street sweeping 67,000

Side Sweeping

Landscape 360,000

Maintenance of District property.

Road cleaning 62,000

Street sweeping.

Air conditioning 3,800

Maintenance of the HVAC. This split is 70/30% between General and Enterprise Funds.

Pest control 6,200

Other services 720

Animal waste removal 25,000

Waste removal 22,600

Telephone 2,800

Telephone and fax machine connections with AT&T.

Electricity 68,000

Electrical usage for the District property from FPL.

Utilities

Irrigation 75,000

Water usage for the District.

Rentals: general

12,000

Equipment rental throughout the year.

Repairs and Maintenance:

General 80,000

Buildings 36,500

The District will incur required structural repairs & maintenance of the District buildings and property, such as painting, locksmith services, concrete repairs, pressure washing etc.

Electrical 95,000

Supplies & labor for electrical expenditures.

Grounds 98,000

Expenditures for ground maintenance not covered under the landscaping contract.

Irrigation 32,000

Irrigation repairs.

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEFINITION OF GENERAL FUND EXPENDITURES**

Expenditures (continued)	
Plant replacement	120,000
Planting and replacement of trees.	
Signage	2,500
Signs for District property.	
M Park (turf & playground equipment)	30,000
Printing and binding	600
Holiday decorations	110,000
Staging and storage of seasonal decorations.	
Radio	5,500
Service & supplies for the District remote frequency radios.	
Licenses & permits	750
Security	29,000
Office & operating supplies	14,000
Office supplies for on-site District office.	
Office equipment	4,500
Cleaning and maintenance supplies.	
Capital projects	
General capital outlay	50,000
Site - wood benches	21,000
Contingencies	60,000
Total expenditures	<u><u>\$ 3,188,830</u></u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2014B
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 332,914				\$ 332,887
Allowable discounts (4%)	(13,317)				(13,315)
Assessments: on-roll (net of discounts)	319,597	\$ 288,196	\$ 31,401	\$ 319,597	319,572
Assessments: off-roll	1,643,012	-	1,643,012	1,643,012	1,642,876
Interest and miscellaneous	-	35,479	-	35,479	-
Total revenues	<u>1,962,609</u>	<u>323,675</u>	<u>1,674,413</u>	<u>1,962,609</u>	<u>1,962,448</u>
Debt service					
Principal	945,000	15,000	930,000	945,000	985,000
Interest	1,004,525	502,262	502,263	1,004,525	964,363
Total debt service	<u>1,949,525</u>	<u>517,262</u>	<u>1,432,263</u>	<u>1,949,525</u>	<u>1,949,363</u>
Administration					
Trustee fees	3,163	-	3,163	3,163	3,163
Assessment services	4,993	2,496	2,497	4,993	4,993
Arbitrage calculation	600	500	100	600	600
Dissemination agent	1,000	-	1,000	1,000	1,000
Tax collector	3,329	2,880	449	3,329	3,329
Total administration	<u>13,085</u>	<u>5,876</u>	<u>7,209</u>	<u>13,085</u>	<u>13,085</u>
Total expenditures	<u>1,962,610</u>	<u>523,138</u>	<u>1,439,472</u>	<u>1,962,610</u>	<u>1,962,448</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1)	(199,463)	234,941	(1)	-
Fund balance - beginning	1,981,712	3,002,290	2,802,827	3,002,290	3,002,289
Fund balance - ending	<u>\$1,981,711</u>	<u>\$2,802,827</u>	<u>\$3,037,768</u>	<u>\$ 3,002,289</u>	<u>3,002,289</u>
Use of fund balance					
Debt service reserve account balance (required)					(971,219)
Interest expense - November 1, 2024					(461,250)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 1,569,820</u>

MIDTOWN MIAMI

Community Development District

Series 2014B

\$26,970,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		482,181.25	482,181.25
05/01/2024	985,000.00	4.250%	482,181.25	1,467,181.25
11/01/2024	-		461,250.00	461,250.00
05/01/2025	1,035,000.00	5.000%	461,250.00	1,496,250.00
11/01/2025	-		435,375.00	435,375.00
05/01/2026	1,085,000.00	5.000%	435,375.00	1,520,375.00
11/01/2026	-		408,250.00	408,250.00
05/01/2027	1,145,000.00	5.000%	408,250.00	1,553,250.00
11/01/2027	-		379,625.00	379,625.00
05/01/2028	1,200,000.00	5.000%	379,625.00	1,579,625.00
11/01/2028	-		349,625.00	349,625.00
05/01/2029	1,265,000.00	5.000%	349,625.00	1,614,625.00
11/01/2029	-		318,000.00	318,000.00
05/01/2030	1,325,000.00	5.000%	318,000.00	1,643,000.00
11/01/2030	-		284,875.00	284,875.00
05/01/2031	1,395,000.00	5.000%	284,875.00	1,679,875.00
11/01/2031	-		250,000.00	250,000.00
05/01/2032	1,465,000.00	5.000%	250,000.00	1,715,000.00
11/01/2032	-		213,375.00	213,375.00
05/01/2033	1,540,000.00	5.000%	213,375.00	1,753,375.00
11/01/2033	-		174,875.00	174,875.00
05/01/2034	1,620,000.00	5.000%	174,875.00	1,794,875.00
11/01/2034	-		134,375.00	134,375.00
05/01/2035	1,705,000.00	5.000%	134,375.00	1,839,375.00
11/01/2035	-		91,750.00	91,750.00
05/01/2036	1,790,000.00	5.000%	91,750.00	1,881,750.00
11/01/2036	-		47,000.00	47,000.00
05/01/2037	1,880,000.00	5.000%	47,000.00	1,927,000.00
Total	\$19,435,000.00	-	\$8,061,112.50	\$27,496,112.50

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
OPERATING REVENUES					
Parking fees	\$ 4,300,000	\$ 2,023,811	\$ 1,800,000	\$ 3,823,811	\$ 4,300,000
Off-street parking	11,000	3,274	2,800	6,074	11,000
Total revenues	<u>4,311,000</u>	<u>2,027,085</u>	<u>1,802,800</u>	<u>3,829,885</u>	<u>4,311,000</u>
OPERATING EXPENSES					
Administrative					
Engineering	30,000	-	30,000	30,000	30,000
Consulting services	8,500	-	8,500	8,500	8,500
Arbitrage rebate	750	500	250	750	750
Dissemination agent	1,000	-	1,000	1,000	1,000
Bank charges	7,000	-	7,000	7,000	7,000
Mgmt and accounting	19,599	9,800	9,799	19,599	19,599
Trustee fees	12,650	-	12,650	12,650	12,650
Credit card fees	338,690	186,444	152,246	338,690	338,690
Total administrative	<u>418,189</u>	<u>196,744</u>	<u>221,445</u>	<u>418,189</u>	<u>418,189</u>
Parking facilities					
Payroll	189,736	99,870	89,866	189,736	202,795
Contracts:					
Janitorial	545,000	228,321	316,679	545,000	567,000
Parking	1,300,000	456,886	843,114	1,300,000	1,353,000
Security services	300,000	113,213	186,787	300,000	310,000
Elevator	100,000	52,973	47,027	100,000	105,000
Air conditioning	1,500	510	990	1,500	1,800
Waste removal	6,000	1,784	4,216	6,000	10,500
Telephone	18,000	7,148	10,852	18,000	18,000
Electricity	135,000	47,723	87,277	135,000	135,000
Rentals	2,000	2,000	-	2,000	3,000
Insurance:					
Property	356,828	384,466	-	384,466	499,559
General liability	40,964	37,353	-	37,353	45,060
Worker's compensation	4,000	1,685	-	1,685	4,000
Repairs and maintenance:					
General	65,000	15,745	49,255	65,000	70,000
Air conditioning	4,000	1,290	2,710	4,000	5,200
Buildings	45,000	31,867	13,133	45,000	52,000
Electrical	40,000	22,663	17,337	40,000	50,000
Equipment	26,000	12,741	7,000	19,741	28,000
Signage	4,000	2,758	1,242	4,000	5,000

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
Elevators (repairs and maintenance)	15,000	5,698	9,302	15,000	15,000
Elevators (graphics, flooring, ceiling & lgt cvs)	20,000	32	19,968	20,000	22,000
Licenses & permits	3,500	-	3,500	3,500	3,500
Contingency	20,000	-	20,000	20,000	25,000
Security enhancements	12,000	1,182	10,818	12,000	18,000
Signage, directories, banner & beautification	50,000	6,422	43,578	50,000	52,000
Capital projects	40,000	-	40,000	40,000	40,000
Office & operating supplies	15,000	11,465	3,535	15,000	20,000
Capital outlay - NB waterproofing membrane	-	127,000	-	127,000	-
Capital outlay - NB parking garage lightfixtures rep	-	-	-	-	36,000
Capital outlay - NB parking garage concrete & reb	-	-	-	-	22,000
Capital outlay - NB & SB elevator repairs	-	-	-	-	135,000
Total parking facilities	<u>3,358,528</u>	<u>1,672,795</u>	<u>1,828,186</u>	<u>3,500,981</u>	<u>3,853,415</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
ENTERPRISE FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual Through 03/31/23	Projected Through 09/30/23	Total Actual & Projected	
Total operating expenses	3,776,717	1,869,539	2,049,631	3,919,170	4,271,604
Operating income/(loss)	534,283	157,546	(246,831)	(89,285)	39,396
NONOPERATING REVENUES (EXPENSES)					
Interlocal agreement	4,696,376	3,498,188	1,198,188	4,696,376	4,696,500
Interest and miscellaneous	(8,000)	21,583	(29,583)	(8,000)	(8,000)
Interest expense: Series 2014A	(2,425,650)	(606,412)	(1,819,238)	(2,425,650)	(2,328,325)
Depreciation	(2,118,501)	(529,625)	(1,588,876)	(2,118,501)	(2,118,501)
Total non operating revenues/(expenses)	144,225	2,383,734	(2,239,509)	144,225	241,674
Change in net position	678,508	2,541,280	(2,486,340)	54,940	281,070
Total net position - beginning	(12,454,199)	(13,768,330)	(11,227,050)	(13,768,330)	(13,713,390)
Net position - ending					
Invested in capital assets, net of related debt*	(17,407,295)	(17,407,295)	-	-	(338,501)
Restricted for debt service	1,304,200	1,304,200	-	-	1,304,200
Assigned					
Parking garage improvements**	600,000	600,000	-	600,000	600,000
Disaster recovery**	150,000	150,000	-	150,000	150,000
Working capital**	200,000	200,000	-	100,000	200,000
Unrestricted*	3,377,404	3,926,045	(548,641)	(14,563,390)	(15,348,019)
Total net position - ending	<u>\$(11,775,691)</u>	<u>\$(11,227,050)</u>	<u>\$(13,713,390)</u>	<u>\$(13,713,390)</u>	<u>\$(13,432,320)</u>
*These amounts are affected by estimates and non-cash transactions (such as depreciation) and will change pursuant to the annual audits.					
**The following amounts are held in cash; however, working capital may fluctuate below budget to cover current obligations.					
ADDITIONAL SOURCES/(USES) - BALANCE SHEET ITEMS					
Principal expense: Series 2014A	(2,195,000)	-	(2,290,000)	(2,290,000)	(2,390,000)
Total additional sources/(uses)	(2,195,000)	-	(2,290,000)	(2,290,000)	(2,390,000)
Total budgeted sources	8,359,294	5,543,582	2,968,605	8,512,187	8,988,500
Total budgeted uses	11,180,418	3,005,576	7,747,745	10,753,321	11,116,430
Net sources/uses	<u>(2,821,124)</u>	<u>2,538,006</u>	<u>(4,779,140)</u>	<u>(2,241,134)</u>	<u>(2,127,930)</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF ENTERPRISE FUND EXPENDITURES**

Expenditures

Administration

Engineering	\$ 30,000
Consulting services	8,500
Arbitrage rebate	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Bank charges	7,000
Monthly bank charges incurred during the year.	
Mgmt and accounting	19,599
Wrathell, Hunt and Associates, LLC , provides services including preparing, maintaining and transmitting the annual lien roll with annual special assessment amounts for capital and operating and maintenance assessments.	
Trustee fees	12,650
Services as trustee, paying agent and registrar.	
Credit card fees	338,690
Fees for credit card transactions at garage pay stations.	
<i>Total administrative</i>	418,189

Parking facilities

Payroll	202,795
Payroll for District employees. This split is 40/60% between General and Enterprise Funds.	
Contracts:	
Janitorial	567,000
Janitorial services for the District. This split is 70/30% between General and Enterprise Funds.	
Parking	1,353,000
Management of the parking garages.	
Security services	310,000
Security for the District grounds. This split is 70/30% between General and Enterprise Funds.	
Elevator	105,000
Maintenance of elevators.	
Air conditioning	1,800
Maintenance of the HVAC. This split is 70/30% between General and Enterprise Funds.	
Waste removal	10,500
Maintenance of pay stations at the parking garages.	
Telephone	18,000
Telephone connections with AT&T.	
Electricity	135,000
Electrical usage for the District property from FPL.	
Rentals	3,000
Equipment rental throughout the year.	

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF ENTERPRISE FUND EXPENDITURES**

Expenditures (continued)

Insurance:	
Property	499,559
Worker's compensation	4,000
Insurance for the district employees.	
Repairs and maintenance:	
General	70,000
General expenditures needed for repairs and maintenance of the District area.	
Air conditioning	5,200
Air conditioning repairs not covered under Contracts-Air Conditioning.	
Buildings	52,000
The District will incur required structural repairs & maintenance of the District buildings and property, such as painting, locksmith services, concrete repairs, pressure washing etc.	
Electrical	50,000
Supplies & labor for electrical expenditures.	
Equipment	28,000
Unforeseen repairs of equipment such as the elevators and pay stations.	
Signage	5,000
Signs for District property.	
Elevators (repairs and maintenance)	15,000
Elevators (graphics, flooring, ceiling & lgt cvs)	22,000
Licenses & permits	3,500
Contingency	25,000
Security enhancements	18,000
Signage, directories, banner & beautification	52,000
Capital projects	40,000
Capital outlay - NB parking garage lightfixtures replacement	36,000
Capital outlay - NB parking garage concrete & rebar	22,000
Office & operating supplies	20,000
Capital outlay - NB & SB elevator repairs	135,000
<i>Total parking facilities</i>	<u>3,853,415</u>
Nonoperating Expenses	
Interest and miscellaneous	8,000
Interest expense: Series 2014A	2,328,325
Depreciation	2,118,501
<i>Total non operating expenses</i>	<u>4,454,826</u>
Additional uses - balance sheet items	
Principal expense: Series 2014A	2,390,000
<i>Total additional uses - balance sheet items</i>	<u>2,390,000</u>
Total budgeted uses	<u><u>\$ 11,116,430</u></u>

MIDTOWN MIAMI

Community Development District

Series 2014A

\$64,875,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		1,164,162.50	1,164,162.50
05/01/2024	2,390,000.00	4.250%	1,164,162.50	3,554,162.50
11/01/2024	-		1,113,375.00	1,113,375.00
05/01/2025	2,500,000.00	5.000%	1,113,375.00	3,613,375.00
11/01/2025	-		1,050,875.00	1,050,875.00
05/01/2026	2,630,000.00	5.000%	1,050,875.00	3,680,875.00
11/01/2026	-		985,125.00	985,125.00
05/01/2027	2,765,000.00	5.000%	985,125.00	3,750,125.00
11/01/2027	-		916,000.00	916,000.00
05/01/2028	2,910,000.00	5.000%	916,000.00	3,826,000.00
11/01/2028	-		843,250.00	843,250.00
05/01/2029	3,055,000.00	5.000%	843,250.00	3,898,250.00
11/01/2029	-		766,875.00	766,875.00
05/01/2030	3,200,000.00	5.000%	766,875.00	3,966,875.00
11/01/2030	-		686,875.00	686,875.00
05/01/2031	3,360,000.00	5.000%	686,875.00	4,046,875.00
11/01/2031	-		602,875.00	602,875.00
05/01/2032	3,535,000.00	5.000%	602,875.00	4,137,875.00
11/01/2032	-		514,500.00	514,500.00
05/01/2033	3,715,000.00	5.000%	514,500.00	4,229,500.00
11/01/2033	-		421,625.00	421,625.00
05/01/2034	3,905,000.00	5.000%	421,625.00	4,326,625.00
11/01/2034	-		324,000.00	324,000.00
05/01/2035	4,105,000.00	5.000%	324,000.00	4,429,000.00
11/01/2035	-		221,375.00	221,375.00
05/01/2036	4,315,000.00	5.000%	221,375.00	4,536,375.00
11/01/2036	-		113,500.00	113,500.00
05/01/2037	4,540,000.00	5.000%	113,500.00	4,653,500.00
Total	\$46,925,000.00	-	\$19,448,825.00	\$66,373,825.00

Midtown Miami CDD
 Assessment Summary
 FY 2023-2024

On-Roll

PER ERU											
Category	ERU	FY 2024			FY 2023			Difference			Overall Increase or Decrease
		2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	
Biscayne Partners											
Apartments (units) - Midblock	86.50	\$0.00	\$497.62	\$350.54	\$0.00	\$497.66	\$350.48	\$0.00	(\$0.04)	\$0.05	\$0.01
Offices (square feet)	6.68	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03
Other Retail or Grocery (square feet)	19.57	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03
Hotel	18.02	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03
Condominiums Over 1,750 square feet	52.50	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03
Condominiums 1,750 square feet or Less	1,105.00	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03

PER Unit											
Category	Units	FY 2024			FY 2023			Difference			Overall Increase or Decrease
		2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	
Biscayne Partners											
Apartments (units) - Midblock	173	\$0.00	\$248.81	\$175.27	\$0.00	\$248.83	\$175.24	\$0.00	(\$0.02)	\$0.03	\$0.01
Offices (square feet)	10,019	\$0.00	\$0.16	\$0.23	\$0.00	\$0.16	\$0.23	\$0.00	(\$0.00)	\$0.00	\$0.00
Other Retail or Grocery (square feet)	24,467	\$0.00	\$0.19	\$0.28	\$0.00	\$0.19	\$0.28	\$0.00	(\$0.00)	\$0.00	\$0.00
Hotel	60	\$0.00	\$72.43	\$105.28	\$0.00	\$72.44	\$105.26	\$0.00	(\$0.01)	\$0.02	\$0.01
Condominiums Over 1,750 square feet	35	\$0.00	\$361.77	\$525.81	\$0.00	\$361.80	\$525.73	\$0.00	(\$0.03)	\$0.08	\$0.05
Condominiums 1,750 square feet or Less	1,105	\$0.00	\$241.18	\$350.54	\$0.00	\$241.20	\$350.48	\$0.00	(\$0.02)	\$0.05	\$0.03

Note: The numbers of units assessed on-roll and off-roll are based on 2022 data from the Miami-Dade County Property Appraiser and will be updated when the 2023 information becomes available.

Midtown Miami CDD
Assessment Summary
FY 2023-2024

Off-Roll

PER ERU											
Category	ERU	FY 2024			FY 2023			Difference			Overall Increase or Decrease
		2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	
DDR/Midtown Opportunities											
Retail Shopping Center (square feet)	2,400.00	\$0.00	\$472.74	\$868.68	\$0.00	\$472.78	\$866.88	\$0.00	(\$0.04)	\$1.80	\$1.76
Biscayne Partners											
Apartments (units) - East	163.00	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Offices (square feet)	146.41	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Mixed Use Building	61.98	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Other Retail or Grocery (square feet)	118.62	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Restaurant, Bar, Entertainment (square feet)	128.46	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Condominiums Over 1,750 square feet	180.00	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Condominiums 1,750 square feet or Less	1,420.00	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03

PER Unit											
Category	Units	FY 2024			FY 2023			Difference			Overall Increase or Decrease
		2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	2014A Assessment (Gross)	2014B Assessment (Gross)	O&M Assessment (Gross)	
DDR/Midtown Opportunities											
Retail Shopping Center (square feet)	600,000	\$0.00	\$1.89	\$3.47	\$0.00	\$1.89	\$3.47	\$0.00	(\$0.00)	\$0.01	\$0.01
Biscayne Partners											
Apartments (units) - East	163	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03
Offices (square feet)	219,620	\$0.00	\$0.15	\$0.22	\$0.00	\$0.15	\$0.22	\$0.00	(\$0.00)	\$0.00	\$0.00
Mixed Use Building	92,970	\$0.00	\$0.15	\$0.22	\$0.00	\$0.15	\$0.22	\$0.00	(\$0.00)	\$0.00	\$0.00
Other Retail or Grocery (square feet)	148,273	\$0.00	\$0.18	\$0.27	\$0.00	\$0.18	\$0.27	\$0.00	(\$0.00)	\$0.00	\$0.00
Restaurant, Bar, Entertainment (square feet)	96,347	\$0.00	\$0.31	\$0.44	\$0.00	\$0.31	\$0.44	\$0.00	(\$0.00)	\$0.00	\$0.00
Condominiums Over 1,750 square feet	120	\$0.00	\$343.68	\$499.52	\$0.00	\$343.71	\$499.44	\$0.00	(\$0.03)	\$0.08	\$0.05
Condominiums 1,750 square feet or Less	1,420	\$0.00	\$229.12	\$333.01	\$0.00	\$229.14	\$332.96	\$0.00	(\$0.02)	\$0.05	\$0.03

Note: The numbers of units assessed on-roll and off-roll are based on 2022 data from the Miami-Dade County Property Appraiser.

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-05

A RESOLUTION OF THE MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Midtown Miami Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Miami-Dade County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2023/2024 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Miami-Dade County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2023.

ATTEST:

**MIDTOWN MIAMI COMMUNITY
DEVELOPMENT DISTRICT**

Secretary /Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit "A"

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Offices of the CDD, Shops at Midtown Miami, 3401 N. Miami Avenue, Suite 132 2nd floor parking garage, Miami, Florida 33127</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023	Regular Meeting	2:00 PM
November 14, 2023	Regular Meeting	2:00 PM
December 12, 2023	Regular Meeting	2:00 PM
January 9, 2024	Regular Meeting	2:00 PM
February 13, 2024	Regular Meeting	2:00 PM
March 12, 2024	Regular Meeting	2:00 PM
April 9, 2024	Regular Meeting	2:00 PM
May 14, 2024	Regular Meeting	2:00 PM
June 11, 2024	Regular Meeting	2:00 PM
July 9, 2024	Regular Meeting	2:00 PM
August 13, 2024	Regular Meeting	2:00 PM
September 10, 2024	Regular Meeting	2:00 PM

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

5

**AGREEMENT
(Tesla Supercharger)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between:

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Miami, Miami-Dade County, Florida, and with offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (the “District”),

and

TESLA FLORIDA, INC., a Delaware corporation, registered to do business in the State of Florida, having 1 Tesla Road, Austin, Texas 78725, as its principal business address (“Tesla”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, Tesla will provide electric vehicle charging services for Tesla and other compatible electric vehicles in the District, which will provide a benefit to the public, specifically certain electric vehicle owners and users in and around the District; and

WHEREAS, District acknowledges that Tesla electric vehicle charging services on District property will provide a benefit to the public and desires for additional parking services for Tesla users to be provided by Tesla.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are deemed true and correct and are incorporated into this Agreement, inclusive of the exhibits and form a material part of this Agreement.

SECTION 2. CONTACT INFORMATION.

District’s Address for Notices:

Midtown Miami Community Development
District
2300 Glades Road, Suite 410W,
Boca Raton, Florida 33431

Tesla’s Address for Notices:

Tesla Florida, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team

Attention: District Manager
Phone:
Email:

Phone: (650) 681-5000
Email: superchargerlease@teslamotors.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

SECTION 3. PREMISES. District provides Tesla the authority to install an electric vehicle supercharging station to charge Tesla vehicles (the “Supercharger Station”) in sixteen (16) parking spaces, including an additional five (5) feet of additional parking width to comply with the Americans with Disabilities Act of 1990 and approximately 200-400 square feet for associated equipment (the “**Premises**”) on the property commonly known as The Shops at Midtown Miami, located at 3401 N Miami Ave, Miami, FL 33137 and as depicted on **Exhibit A** attached hereto (the “**Property**”) to install and provide for electric vehicle supercharging station to charge compatible electric vehicles (the “**Supercharger Station**”).

SECTION 4. CONSTRUCTION. Tesla shall, at its sole expense, construct improvements as described herein and pursuant to the procedures set forth in **Exhibit B**, attached hereto and made a part hereof, and will install certain trade fixtures indicated in **Exhibit B** (the “**Trade Fixtures**”) as further described and defined in **Exhibit B**). Tesla shall, at its sole expense, install a transformer adjacent to the existing transformer located at 40 NE 32 Street, Miami, FL (northwest corner of NE 32 Street). Tesla shall at its sole expense retain the services of the a landscaper agreed to by the District to install landscaping around the Tesla installed transformer and the existing transformer in this location.

SECTION 5. INITIAL FOOTPRINT. A total of sixteen (16) parking spaces shall be outfitted with charge posts (“**Superchargers**”) and level 2 charges (“Level 2 Chargers”) , as follows: (a) twelve (12) parking spaces outfitted with Superchargers and four (4) parking spaces outfitted with Level 2 Chargers each to serve as charging stalls to be used by compatible electric vehicles and will also be available for general parking of non-electric vehicles in accordance with the operation of the District’s rules and regulations (“**Preferred Stalls**”). The Preferred Stalls and any applicable restrictions shall be identified by signage substantially similar to the signage as depicted in **Exhibit B**.

SECTION 6. ENTRY DATE. The first date where Tesla may enter the Premises and Property to begin its work pursuant to the Agreement is July 1, 2023 (the “**Entry Date**”), such Entry Date shall not occur until (a) the District approves the construction schedule, signage, and plans and specifications for the Supercharger Station, which approval shall not be unreasonably withheld; and (b) Tesla provides the District with evidence of insurance required by this Agreement.

SECTION 7. COMMENCEMENT DATE. The date that the Supercharger Station opens to the public (the “**Commencement Date**”) shall be within one hundred and fifty (150) days following the Entry Date, provided that no external permitting, utility or other requirements beyond Tesla’s control delay the installation, despite the best efforts of Tesla. Tesla shall deliver written notice to District promptly following the Commencement Date to confirm such date for recordkeeping purposes.

SECTION 8. TERM. The initial term of the Agreement shall expire five (5) years from the Commencement Date (the “**Initial Term**”), unless otherwise terminated as provided herein. Tesla may extend the Agreement for an additional five (5) years term (a “**Renewal Term**” and together with the Initial Term, the “**Term**”). To extend the Initial Term, Tesla shall deliver written notice of such extension to District no later than thirty (30) days prior to the expiration of the Initial Term, unless otherwise terminated as provided herein.

SECTION 9. UTILITIES. Tesla shall arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. District shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service.

SECTION 10. USE. Tesla shall use and occupy the Premises during the Term for a Supercharger Station and incidental purposes, including generating photovoltaic electricity and operating an energy storage system. All use of the Premises by Tesla shall comply with applicable codes, laws, and ordinances (collectively “**Laws**”) and the District’s applicable rules and regulations (“**Rules**”). Tesla shall not permit any liens placed on the Property as a result of any claims for labor or materials furnished to or for Tesla at or for use on the Premises.

SECTION 11. PAYMENT FOR CHARGING SERVICES. District shall have no right to request or accept payment from Tesla, Tesla customers or any other third parties in connection with Tesla Supercharging services, except District shall have the right to payment of District established parking garage rates for the Property for any Tesla customer entering the Property for parking services.

SECTION 12. MAINTENANCE. Tesla shall be responsible for maintaining the Trade Fixtures and Infrastructure (as defined in **Exhibit B**) and District shall not be responsible for any damage to the Trade Fixtures or the Infrastructure. Notwithstanding the foregoing, District’s normal responsibility to maintain the common areas of the Property shall also apply to the Premises. District agrees to coordinate any parking lot maintenance with Tesla to ensure that charging stalls remain available for vehicle charging at all times that the Property is open to the public. Tesla shall pay to the District Ninety-Five Dollars (\$95) per parking space per month to the District for the maintenance performed by the District. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site, upon the express written approval of the District, and in accordance with all Laws and Rules. Tesla shall pay \$95 per space per month for maintenance.

SECTION 13. DISTRICT COVENANTS. District represents that they are the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of District. District shall not take any action that would impair or interrupt the use of the Premises or the Trade Fixtures. District will notify Tesla if the District discovers that the Premises and/or Trade Fixtures may be in need of repair.

SECTION 14. ASSIGNMENT. Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of District, which shall not be unreasonably withheld, conditioned or delayed.

SECTION 15. ALTERATIONS. Excepting the items of **Exhibit B**, Tesla shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of District. Upon termination of this Agreement, the Infrastructure shall become the property of the District; provided that all Trade Fixtures and all related intellectual property shall at all times remain the property of Tesla and all Trade Fixtures will be promptly removed by Tesla upon termination of the Agreement. Notwithstanding the foregoing, the District, at its sole option, may demand that Tesla remove all Infrastructure and restore the Premises to the same condition prior to the commencement of this Agreement at Tesla's sole cost, by providing written notice of such intention at least thirty (30) days prior to the expiration or termination of this Agreement.

SECTION 16. SIGNAGE. Tesla signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Preferred Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to District approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at Tesla's expense. Location of the signage shall also be obtained from the District prior to installation.

SECTION 17. INDEMNIFICATION. Except to the extent of any gross negligence or willful misconduct of District, Tesla hereby agrees to indemnify, hold harmless and defend the Property, District, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Tesla's use of the Premises. It is the District's and Tesla's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 19. DESTRUCTION. Any total destruction of the Premises shall, at District's or Tesla's written election within thirty (30) days of such destruction, terminate the Agreement.

SECTION 20. DEFAULT. The following shall constitute an "**Event of Default**" by Tesla under this Agreement:

- (a) The failure by Tesla to perform or observe any term or condition of the Agreement and such failure continues for a period of ten (10) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said ten (10) day period, then Tesla shall have such additional time as is reasonably required to cure such failure provided Tesla commences to cure such failure within such ten (10) day period and proceeds to cure such failure with diligence and continuity within ninety (90) days.

(b) The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within (30) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose protection of creditors and in the case of involuntary actions filed against Tesla the same are not discharged within thirty (30) days after the date of commencement.

SECTION 21. REMEDIES. District and Tesla acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Agreement. In the event that either party is required to enforce this Agreement in court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorney's fees and costs. If an Event of Default has occurred and is continuing, then District, in addition to any other remedies given at law or in equity, may:

(a) continue this Agreement in effect by not terminating Tesla's right to use said Premises and thereby be entitled to enforce all District's rights and remedies under this Agreement; or

(b) require Tesla to remove all Improvements and/or Trade Fixtures within thirty (30) days of written notice by District to Tesla and failure of Tesla to remove all Improvements and/or Trade Fixtures, District shall have the right to remove and dispose of the same, without further notice to Tesla. Tesla will have no right to recover the Improvements and/or Trade Fixtures, if removed by the District pursuant to this subsection.

SECTION 22. INSURANCE. Tesla shall carry commercial general liability insurance with limits of not less than Two Million Five Hundred Dollars (\$2,500,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate for combined single limit for bodily injury or death and property damage. A certificate evidencing such insurance shall be delivered to District upon the execution of this Agreement and from time to time thereafter as may be requested by District. Tesla shall include District as an additional insured on its commercial general liability and if applicable umbrella or excess insurance policies. Tesla will also carry worker's compensation insurance in accordance with Florida law.

SECTION 23. TRADENAME/LOGOS. Neither party will use the other party's name, trademark or logo without such other party's prior written consent.

SECTION 24. NOTICES. All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. District and Tesla may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

SECTION 25. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of District and Tesla and their respective successors and assigns.

SECTION 26. GOVERNING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 27. TIME. Time is of the essence in this Agreement.

SECTION 28. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

ATTEST:

**MIDTOWN MIAMI COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair, Board of Supervisors

this ____ day of _____, 2023

WITNESSES:

TESLA:

**TESLA FLORIDA, INC., a Delaware
corporation**

[PRINT NAME OF WITNESS]

By: _____
Title: _____

____ day of _____, 2023

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

7A



Windcave

Merchant Application and Agreement

Merchant Application

Merchant Information				
Legal Name:				
Merchant Trading Name:				
Location Address: <small>(No P.O. Box)</small>		Address	City	State
Postal Address:		Address	City	State
Email Address:		Phone Number:		
Website:		EIN/TIN Number:		
Type of Business:		<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> 501(c)(3) Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Publicly Traded If publicly traded, what is your ticker symbol? _____		
Description of Services:				
Nature of Business:				
<input type="checkbox"/> Administrative <input type="checkbox"/> Arts and Recreation <input type="checkbox"/> Construction <input type="checkbox"/> Education <input type="checkbox"/> Financial Services <input type="checkbox"/> Food Services <input type="checkbox"/> Health Care <input type="checkbox"/> Hospitality/Lodging <input type="checkbox"/> Manufacturing <input type="checkbox"/> Media <input type="checkbox"/> Parking/Car Wash <input type="checkbox"/> Retail <input type="checkbox"/> Technical Services <input type="checkbox"/> Utility Services <input type="checkbox"/> Wholesale				
Have you ever had legal action taken against you by any federal or local regulatory agency? <input type="checkbox"/> No <input type="checkbox"/> Yes, Please Explain _____				
Have you ever been fined or had services suspended by a card network? <input type="checkbox"/> No <input type="checkbox"/> Yes, Please Explain _____				
Transaction Details				
Transaction Volume:	Average Ticket:	\$	High Ticket:	\$
Do you schedule/hold/ sponsor future-dated events?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Method of Card Acceptance (Total 100%):		Swipe, Contactless, or Inserted: _____ %	Mo/To (Hand Keyed): _____ %	
		Ecommerce: _____ %	Subscription or Recurring: _____ %	
Which POS or Shopping Cart are you currently using?				
If your total "Swipe, Contactless, or Inserted" method of Card Acceptance is less than 100%, please complete the questionnaire below.				
What percentage of sales are to:		Business Consumers: _____ %	Who processes the order? <input type="checkbox"/> Merchant <input type="checkbox"/> Fulfillment Center	
		Individual Customers: _____ %	<input type="checkbox"/> Other _____	
Do you own the product/inventory?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the product stored at your business location? <input type="checkbox"/> Yes <input type="checkbox"/> No	
			If no, where is it stored? _____	
Who enters credit card information into the processing system?		<input type="checkbox"/> Merchant <input type="checkbox"/> Consumer	Who ships the product? <input type="checkbox"/> Merchant <input type="checkbox"/> Fulfillment Center	
		<input type="checkbox"/> Fulfillment Center <input type="checkbox"/> Other	If fulfillment center, please provide name and address: _____	
			How long until the product ships after charge authorization? _____ Days	
Principal/Beneficial Owners (25% or greater ownership)				
Principal Owner #1				
First Name:		Last Name:		Title:
Home Phone:		Email Address:		Percent Ownership
SSN:		Date of Birth:		DL #/State:
Home Address:		Address	City	State
				Zip Code
Principal Owner #2				
First Name:		Last Name:		Title:
Home Phone:		Email Address:		Percent Ownership
SSN:		Date of Birth:		DL #/State:
Home Address:		Address	City	State
				Zip Code
Principal Owner #3				
First Name:		Last Name:		Title:
Home Phone:		Email Address:		Percent Ownership
SSN:		Date of Birth:		DL #/State:
Home Address:		Address	City	State
				Zip Code
Principal Owner #4				
First Name:		Last Name:		Title:
Home Phone:		Email Address:		Percent Ownership
SSN:		Date of Birth:		DL #/State:
Home Address:		Address	City	State
				Zip Code



Controlling Position				
First Name:		Last Name:		Title:
Home Phone:		Email Address:		Percent Ownership
SSN:		Date of Birth:		DL #/State:
Home Address:	Address	City	State	Zip

Rates and Fees				
Payment network interchange, card scheme fees, and online debit network cost will be charged in addition to:				
Card Fees			Other Fees	
Interchange Discount Rate	Credit:	Debit:	Chargeback Fee –Per Occurrence	
Blended Discount Rate			Retrieval Request Fee –Per Occurrence	
			Authorization Fee	
			Batch Fee –Per Occurrence	
			Statement Fee –Monthly	
			PCI-DSS Fee –Monthly	

You, as Merchant, have the option of accepting MasterCard credit and debit cards, Visa credit and debit cards, and Discover Network cards. If Merchant does not specifically indicate otherwise, the Merchant Application will be processed to accept ALL MasterCard, Discover Network, and Visa card types

Elected Visa, Discover Network, or MasterCard Card types NOT to accept:

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

Capitalized terms not defined in this section have the meanings set forth in the Terms and Conditions. By executing this Merchant Application ("Merchant Application"), on behalf of the merchant described above ("Merchant"), the undersigned authorized individual represents, warrants, acknowledges, and agrees that:

- all information supplied by Merchant to Windcave and Synovus Financial Corporation ("Bank") and contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application;
- If Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Merchant Application have the requisite legal power and authority to complete and submit this Merchant Application on behalf of Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of Merchant and individually and to bind Merchant to the terms of this Merchant Application, the Guaranty, and the attached Terms and Conditions, as may be amended from time to time (collectively, the "Agreement");
- the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining, a merchant account for Merchant with the Bank and Bank and Windcave will rely on the information provided herein in its approval process and in setting the applicable discount rate, approved average ticket, and approved monthly Card volume;
- Bank is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of Merchant and each person listed on this Merchant Application;
- Bank will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, Merchant agrees to pay such fees in accordance with the terms of the Agreement;
- the Agreement will not take effect until Merchant has been approved by Bank and a merchant identification number has been issued to Merchant. Merchant acknowledges that Windcave and Bank will conduct due diligence on Merchant before determining eligibility to receive services from Provider, and both Windcave and Bank may request further due diligence on Merchant at any time during the Term of the Agreement; and
- Merchant and the undersigned have received, read and understood the Agreement, and Merchant agrees to be bound by the terms of the Agreement. Merchant acknowledges that this Agreement is being submitted to Bank, as the member bank of the Card Networks, and Windcave is also a party to this Agreement.

Merchant acknowledges that Windcave will rely on the representations and warranties set forth in this Agreement and unless otherwise specified or prohibited by the Network Rules or Law, Windcave will have certain rights under this Merchant Application and Agreement.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to verify and record your identity. What this means for you: Windcave will ask for your name, address, date of birth, identifying documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Further, to help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. By signing below, you attest that you have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (i). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (i)), and up to five individuals (i.e., one individual under section (i) and four 25 percent equity holders under section (ii)).

BANK ACCOUNT INFORMATION:	Checking Account	Savings Account	Bank Name: _____	Attach voided check for the
Account where funds are to be deposited				
Transit # (ABA Routing): _____	Account # (DDA) _____	Contact: _____	Phone #: _____	

*By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account

CONTINUING PERSONAL GUARANTY PROVISION ("GUARANTY") – PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty have the meanings set forth below in the Terms and Conditions). By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to Windcave and Bank the prompt payment and full and complete performance of all obligations of Merchant identified above under the Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by Merchant under the Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorneys' fees and court costs. This Guaranty means, among other things, that Windcave or Bank can demand performance or payment from any Guarantor if Merchant fails to perform any obligation or pay any amount Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this Guaranty will not be limited or canceled because: (1) the Agreement cannot be enforced against Merchant for any reason, including, without limitation, the initiation of bankruptcy proceedings; (2) either Windcave or Bank agrees to changes or modifications to the Agreement, with or without notice to Guarantor; (3) Windcave or Bank releases any other Guarantor or Merchant from any obligation under the Guaranty or Agreement, as applicable; (4) any law affects the rights of either Windcave, Merchant, or Bank under the Agreement; and/or (5) anything else happens that may affect the rights of either Windcave or Bank against Merchant or any other Guarantor. Each Guarantor further agrees that: (a) Windcave and Bank each may delay enforcing any of their rights under this Guaranty without losing such rights; (b) Windcave and Bank each can demand payment from such Guarantor without first seeking payment from Merchant or any other Guarantor or from any security held by Bank; and (c) such Guarantor will pay all court costs, attorneys' fees, and collection costs incurred by either Windcave or Bank in connection with the enforcement of the Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If Merchant is a corporation, limited liability company, partnership or other entity, this Guaranty must be executed by a principal of Merchant.

Principal #1 Signature: _____	Principal #2 Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____



Bank Disclosure: Member bank information: Synovus Financial Corporation, 1111 Bay Avenue, Columbus, GA 31901 Phone: 888-796-6887

Important bank responsibilities:

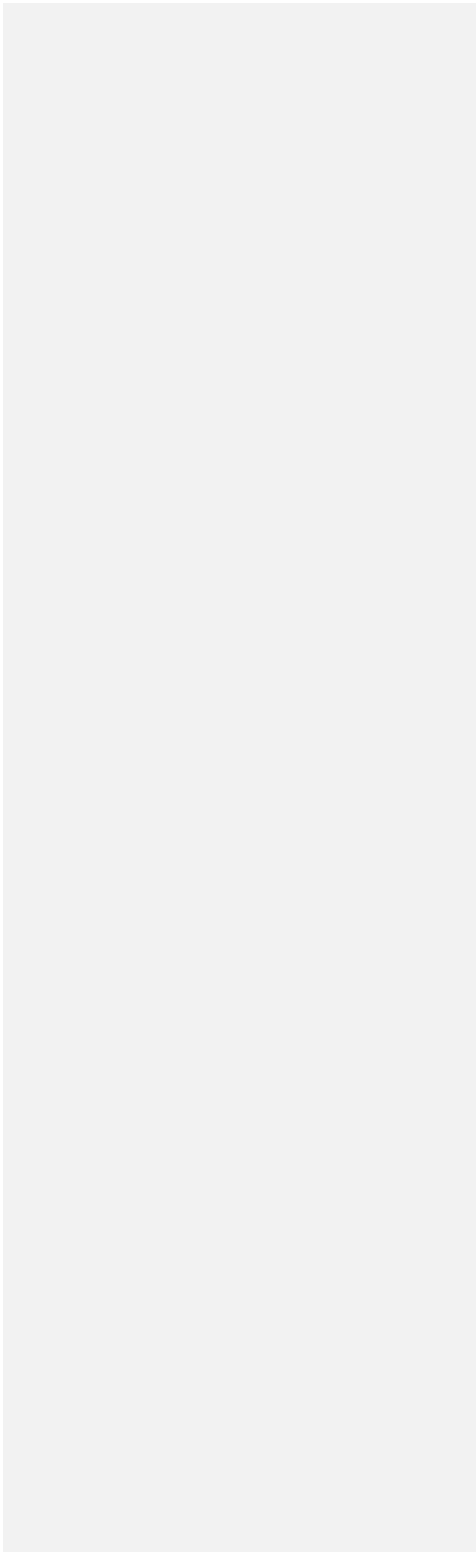
1. Synovus Financial Corporation is the only entity approved to extend acceptance of Visa and MasterCard products under this Agreement directly to a Merchant
2. Synovus Financial Corporation is responsible for educating merchants on pertinent Visa and MasterCard Network Rules with which Merchants must comply
3. Synovus Financial Corporation, not Windcave, must hold, administer, and control all reserve funds derived from settlement
4. Synovus Financial Corporation, not Windcave, must hold and administer funds for Merchant.
5. Synovus Financial Corporation must be a party to the Agreement

Important Merchant Responsibilities:

1. Complying with Cardholder data security and storage requirements
2. Maintaining fraud and chargebacks below established thresholds
3. Reviewing and understanding the Agreement
4. Complying with the Network Rules

The responsibilities listed above do not supersede terms of the Agreement and are provided to ensure Merchant understands some important obligations of each party that Synovus Financial Corporation, as the member bank, is the ultimate authority should Merchant have any problems.

<p>MERCHANT: Merchant Signature: _____</p> <p>Print Name: _____ Date: _____</p>	<p>WINDCAVE: By: _____</p> <p>Print Name: _____ Date: _____</p>
<p>BANK: By: _____ Date: _____</p> <p>Name and Title _____</p>	



TERMS AND CONDITIONS

As provided by the Merchant Application, Merchant, Windcave Inc. ("Windcave") and Synovus Financial Corporation ("Bank") have agreed to be bound by these terms and conditions. Bank and Windcave are collectively referred to herein as the "Provider" and, subject to the requirements of the Network Rules, Windcave and Bank allocate the duties and obligations allocated to Provider as they deem appropriate in their sole discretion and may jointly or individually assert or exercise the rights or remedies provided to Provider hereunder. Further to the foregoing, notwithstanding the foregoing or any other provision hereof, Merchant understands and agrees (A) that Bank does not sponsor Windcave into the American Express or Diners Club/Carte Blanche or JCB Network, is not providing or agreeing to provide Merchant any services hereunder with respect to American Express or Diners Club/Carte Blanche or JCB Network Card transactions, does not determine or approve or agree upon any fees, charges, pricing, or any other terms and conditions, relating to American Express or Diners Club/Carte Blanche or JCB Network Card transactions, and has no responsibility or liability to Merchant for American Express or Diners Club/Carte Blanche or JCB Network Card transactions; and (B) that Merchant Bank does not provide or agree to provide Merchant any services hereunder or have any responsibility or liability to Merchant with respect to any PIN-based debit or stored value or electronic benefit transfer transactions (except only to the extent, if any, required under Visa's or MasterCard's or Discover's or PayPal's (In-Store Checkout) Operating Rules or under any mandatory provisions of applicable law), or any other Card type transactions (other than Visa and MasterCard and Discover and PayPal (In-Store Checkout) credit and non-PIN based debit/stored value Card transactions), or any other services specified in the Application as covered in whole or in part by this Agreement but as not being provided by Bank; and (C) that to the extent applicable to American Express or Diners Club/Carte Blanche or JCB Network Cards or transactions, or to any of the other types of Cards, transactions or services referred to above or in the Application as not being provided by Bank, any reference herein or in any of the other documents constituting part of the "Agreement" (as defined below) to the terms "Provider" or "Bank" (except only to the extent the reference constitutes a complete disclaimer of responsibility or liability on the part of the Provider or Bank, or constitutes an obligation on the part of Merchant to indemnify, defend or hold harmless the Provider or Bank from or against any responsibility or liability) means Windcave only.

Bank, Windcave and Merchant agree as follows:

ARTICLE I – DEFINITIONS

In addition to terms otherwise defined in this Agreement, capitalized terms shall have the meaning ascribed to them in this Article I.

- 1.01 **"Account"** means a commercial checking or demand deposit account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges under this Agreement.
- 1.02 **"ACH"** means the Automated Clearing House paperless entry system controlled by the Federal Reserve Board.
- 1.03 **"Agreement"** means the Merchant Application, ~~the Guaranty~~ and these Terms and Conditions, and any supplementary documents referenced herein, and schedules, exhibits and amendments to the foregoing.
- 1.04 **"American Express"** means the Cards bearing the Marks of, and Card Network operated by, American Express Travel Related Services Company, Inc. or its affiliates.
- 1.05 **"Authorization"** means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale in accordance with the terms of this Agreement and the Network Rules.
- 1.06 **"Bank"** has the meaning set forth on the Merchant Application.
- 1.07 **"Card"** means (i) a valid credit card or debit card in the form issued under license from a Card Network. ("Bank Card"); or (ii) any other valid credit card or debit card or other payment device approved by Bank and accepted by Merchant.
- 1.08 **"Card Issuer"** means the financial institution or company which has provided a Card to a Cardholder.
- 1.09 **"Card Network"** means Visa U.S.A., Inc., MasterCard International, Inc., American Express Travel Related Services Company, Inc., DFS Services LLC (the owner of Discover) and their affiliates, or any other payment networks approved by Bank and Windcave that provide Cards accepted by Merchant.
- 1.10 **"Card Not Present" or "CNP"** means transactions where the Cardholder and the Card are not present when processing a transaction.
- 1.11 **"Cardholder"** (sometimes referred to as "Card Member" in certain Card Network materials) shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.
- 1.12 **"Cardholder Information"** means any non-public, sensitive information about a Cardholder or related to a Card, including, but not limited to, any combination of Cardholder name plus the Cardholder's social security number, driver's license or other identification number, or credit or debit card number, or other bank account number.
- 1.13 **"Chargeback"** means the procedure by which a Transaction (or disputed portion thereof) is returned to Provider by a Card Issuer for any reason, including, but not limited to, cases where such item does not comply with the applicable Network Rules.
- 1.14 Reserved.
- 1.15 **"Credit Voucher"** means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.
- 1.16 **"Discover Card"** means a Card bearing the Discover Marks and accepted as part of the DFS Services Network.
- 1.17 ~~"Guarantor" has the meaning set forth on the Merchant Application.~~
- 1.18 ~~"Guaranty" has the meaning set forth on the Merchant Application.~~
- 1.19 Reserved.
- 1.20 **"Merchant Application"** has the meaning set forth on the Merchant Application.
- 1.21 **"Network Rules"** means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Networks and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit cards, the rules, regulations, policies

and procedures of the applicable debit network).

- 1.22 "Offline" means the electronic equivalent of an imprint obtained by swiping a Card through a terminal and electronically capturing Card data and printing a Transaction Record.
- 1.23 "Provider" as provided by the introductory paragraph to these Terms and Conditions, means Windcave and Banktogether.
- 1.24 "Transaction" means any sale of products or services, or credit for such, from a Merchant for which the Cardholder makes payment through the use of any Card and which is presented to Provider for collection.
- 1.25 "Transaction Record" means evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Merchant using a Card, including preauthorized orders and Recurring Transactions (unless the context requires otherwise), regardless of whether the form of such evidence is in paper or electronic form or otherwise.
- 1.26 "Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems via interactive voice response, or IVR.
- 1.10 "Windcave" means Windcave Inc., an entity incorporated in California.

ARTICLE II - CARD ACCEPTANCE

- 2.01 **Honoring Cards.** Merchant will accept all valid Cards when properly presented by Cardholders in payment for goods or services, pursuant to this Agreement and subject to applicable Network Rules requiring Merchant to elect whether it will accept credit only, debit only or both debit and credit cards. Merchant's election is set forth in the Merchant Application. Except to the extent explicitly provided by the Network Rules, Merchant may not establish minimum or maximum amounts for Card sales as a condition for accepting any Card. Merchant may, subject to applicable Law and the Network Rules, (i) impose a surcharge, under certain conditions and with proper disclosure to a Cardholder who elects to use a Card in lieu of payment by cash, check or other method of payment, or (ii) offer cash discounts to Cardholders making payment by cash or check. Merchant shall not engage in any acceptance practice that discriminates against or discourages the use of a Card Network's Cards in favor of any other Card Network's Cards, or favor any particular Card Issuer over any other Card Issuers. Note, many states prohibit or limit cases where Merchant may surcharge a Cardholder or offer cash discounts and the Card Networks impose restrictions on surcharging and cash discounting. Therefore, Provider strongly recommends that Merchant carefully consider and comply with all applicable Law and the Network Rules before Merchant begins to surcharge Cardholders or offer any cash discount. Merchant may not engage in a Transaction (other than a mail, internet, telephone order, or preauthorized sale to the extent permitted under this Agreement) if (i) the person seeking to charge the purchase to his or her Card account does not present the Card to permit Merchant to compare the signature on the Card to the signature on the Transaction Record; or (ii) the Merchant does not obtain an Offline or otherwise use the physical Card to complete the Transaction.
- 2.02 **Advertising.** Subject to the Network Rules, Merchant will prominently display the promotional materials provided by Provider in its place(s) of business. Merchant's use of promotional materials and use of any trade name, trademark, service mark or logo type (collectively, the "Marks") associated with a Card is limited to informing the public that the Card will be accepted at Merchant's place(s) of business. During the term of this Agreement, Merchant may use promotional materials and Marks pursuant to and in strict compliance with the terms of this Agreement and the Network Rules. Upon notification by any Card Network or Provider, or upon termination of this Agreement, Merchant shall discontinue the use of such Card Network's Marks and return any inventory or promotional materials to Provider. Merchant may not use any promotional materials or Marks associated with the Card Network in any way which suggests or implies that a Card Network endorses any goods or services other than Card payment services. Merchant's website, if any, must prominently display the name of the Merchant and the name that will appear on the Cardholder statement.
- 2.03 **Card Acceptance.** When accepting a Card, Merchant will follow the steps and guidelines set forth in the Network Rules or otherwise provided by Provider from time to time for accepting Cards and in particular, will: (a) determine in good faith and to the best of its ability that the Card is valid on its face; (b) obtain Authorization from the Card Issuer to charge the Cardholder's account; (c) comply with the additional terms set forth in in this Agreement with respect to Telephone Orders, Mail Orders, Internet, Preauthorized Orders and Installment Orders and with respect to any Card Not Present Transactions; (d) document the approved Transaction in accordance with this Agreement and the Network Rules; and (e) deliver a true and completed copy of the Transaction Record to the Cardholder at the time the goods are delivered or services performed or, if the Transaction Record is prepared by a point-of-sale terminal, at the time of the sale. Except to the extent otherwise provided for in this Agreement, each Transaction Record must contain the following information: (i) Merchant's legal name and/or registered trade name, Merchant's location, and the Merchant's merchant identification number designated by the Provider; (ii) the truncated version of the Card number as provided in the Network Rules; (iii) a brief description of the goods or services involved in the Transaction; (iv) the selling price, together with applicable taxes, other charges or gratuities, and the total amount of the Transaction; (v) signature of the Cardholder or authorized user as described in this Agreement, date of the Transaction and the Transaction approval number; (vi) any additional requirements of the Card Networks that may be applicable to specific merchant or transaction types, as amended from time to time; and (vii) such additional information which may from time to time be required by Provider, the Card Networks, or Card Issuers. Merchant will not transmit a Transaction Record to Provider until such time as: (i) the Transaction is completed; (ii) the goods or services have been shipped or provided, except as set forth in this Agreement and the Network Rules; or (iii) a Cardholder consent is obtained for a Recurring Transaction in accordance with terms of this Agreement and the Network Rules.
- 2.04 **Authorization.** Merchant will obtain an Authorization for all Transactions using a means approved by Provider. If Merchant cannot, for any reason, obtain an electronic Authorization through the use of a terminal, Merchant will request a Voice Authorization from Provider's designated authorization center and will legibly print the authorization number on the Transaction Record. Merchant will not obtain or attempt to obtain Authorization from Provider's authorization center unless Merchant intends to submit to Provider a Transaction for the authorized amount if Authorization for the Transaction is given. Merchant may not divide a single Transaction between two or more Transaction Records on a single Card to avoid Authorization limits that may be set by the Card Issuer. Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization is not a guarantee that the Transaction will not be subject to dispute or Chargeback and does not

warranty the Cardholder's identity. Merchant may not attempt to obtain an authorization by successively decreasing the sale amount. Provider may refuse to process any Transaction Record presented by Merchant: (a) unless a proper authorization number or approval code has been recorded on the Transaction Record; (b) if Provider determines that the Transaction Record is or is likely to become uncollectible from the Cardholder to which the Transaction would otherwise be charged; or (c) if Provider has reason to believe that the Transaction Record was prepared in violation of any provision of this Agreement or the Network Rules. Merchant will use, and may not circumvent, fraud identification tools requested by Provider, including address verification system processing and CVV2 processing, and acknowledges that the use of these tools may prevent Merchant from accepting certain Cards as payment. Merchant acknowledges that its use of fraud identification tools may not prevent fraudulent Card usage, and agrees that any fraudulent Transaction may ultimately result in a Chargeback, for which Merchant retains full liability under this Agreement.

- 2.05 Retention and Retrieval of Cards.** Merchant will use its best efforts, by reasonable and peaceful means, to retain or recover a Card when receiving such instructions when making a request for Authorization or if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. Merchant's obligations under this section do not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Provider harmless from any claim arising from any injury to person or property or other breach of the peace in connection with the retention or recovery of a Card.
- 2.06 Multiple Transaction Records; Partial Consideration.** Merchant may not prepare more than one Transaction Record for a single sale or for a single item, but will include all goods and services purchased in a single Transaction in the total amount on a single Transaction Record except under the following circumstances: (a) for purchases in separate departments of a multiple department store; (b) for partial payment, installment payment, delayed delivery or an advance deposit; or (c) for delayed or amended charges governed by Network Rules for travel and entertainment merchants and related Transactions.
- 2.07 Telephone Orders, Mail Orders, Internet, Preauthorized Orders and Installment Orders.** Unless Merchant has been approved by Provider to accept mail, internet or telephone orders, Merchant warrants that it is a walk-in trade business, located in a retail business place where the public moves in and out freely in order to purchase merchandise or obtain services. If Merchant is not approved by Provider for Card Not Present Transactions and Provider determines Merchant has accepted unapproved Card Transactions which are placed by telephone, generated through telephone solicitation, mail order, internet sales or other means that does not create a Transaction Record that bears the Cardholder's signature, this Agreement may be immediately terminated by Provider and the value of all Transaction Records collected from the first day of processing may be charged back to Merchant and all funds therefrom held as provided in Article IV of this Agreement. Unless approved by Provider, this Agreement does not contemplate regular acceptance of Cards for sales accepted by mail, internet or telephone nor through preauthorized orders. Regardless of whether Merchant has been approved by Provider for Card Not Present Transactions, Merchant assumes all responsibility for identification of the Cardholder and the validity of the Card information for Card Not Present Transactions. Merchant agrees to identify separately any high-risk transactions Merchant submits. The high-risk transactions include, but are not limited to, any under Merchant Category Code 5967 – Direct Marketing – Inbound Telemarketing Merchants.
- 2.08 Lodging and Vehicle Rental Transactions.** For lodging and vehicle rental Transactions, Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder's intended length of stay or rental. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount. Regardless of the terms and conditions of any written preauthorization form, the Transaction Record amount for any lodging or vehicle rental Transaction must include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and may not include any consequential charges. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Transaction.
- 2.09 Returns and Adjustments; Credit Vouchers.** Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered will be established and posted in accordance with the Network Rules of the applicable Card Networks. Merchant will disclose, if applicable, to a Cardholder before a Transaction is made, that if merchandise is returned: (a) no refund, or less than a full refund, will be given; (b) returned merchandise will only be exchanged for similar merchandise of comparable value; (c) only a credit toward purchases will be given; or (d) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Disclosures must be made on all copies of Transaction Records or invoices in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the Cardholder's signature. Any change in Merchant's return or cancellation policy must be submitted in writing to Provider not less than fourteen (14) days prior to the change. Provider may refuse to process any Transaction Record made subject to a revised return or cancellation policy of which Provider has not been notified as required herein.
- 2.10 Cash Payments.** Merchant may not receive any payments from a Cardholder for charges included in any Transaction resulting from the use of any Card nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of effecting a deposit to the Cardholder's account.
- 2.11 Cash Advances; Scrip Purchases.** Unless otherwise approved in advance by Provider, Merchant may not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant's Card or the Card of any other party and may not accept any Card at a scrip terminal, and either action will be grounds for Provider's immediate termination of this Agreement.
- 2.12 Duplicate Transactions.** Merchant may not deposit duplicate Transactions. Provider may debit Merchant for any adjustments for duplicate Transactions and Merchant is liable for any Chargebacks resulting therefrom.
- 2.13 Deposit of Fraudulent Transactions.** Merchant may not accept or deposit any fraudulent or unauthorized Transactions and may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other

than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Agreement. If Merchant deposits any such fraudulent or unauthorized Transaction, Provider may: (a) immediately terminate this Agreement; (b) withhold funds and demand an escrow as provided in this Agreement; or (c) report Merchant to the applicable Card Network. Merchant's employees' and agents' actions are chargeable to Merchant under this Agreement.

2.14 Collection of Pre-Existing Debt. Merchant may not prepare and present to Provider any Transaction representing the refinancing of an existing Cardholder obligation, including, but not limited to, obligations: (a) previously owed to Merchant; (b) arising from the dishonor of a Cardholder's personal check or relating to a Chargeback; or (c) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

2.15 Data Security/Personal Cardholder Information. Except as otherwise provided by the Network Rules, Merchant may not, as a condition of sale, impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or Merchant has reason to believe the identity of the person presenting the Card may be different than that of the Cardholder. Merchant will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than Provider or the applicable Card Network, except as expressly authorized in writing by the Cardholder, or as required by Law or the Network Rules.

(a) Safeguards. Merchant will maintain appropriate administrative, technical and physical safeguards for all Cardholder Information. These safeguards will (i) ensure the confidentiality of Cardholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Information; (iii) protect against unauthorized access to or use of Cardholder Information that could result in substantial harm or inconvenience to any Cardholder; and (iv) properly dispose of all Cardholder Information to ensure no unauthorized access to Cardholder Information. Merchant will maintain all such safeguards applicable to Merchant in accordance with applicable Law and the Network Rules.

(b) Compliance with Card Network Rules. Merchant represents, warrants and covenants that it is and will remain throughout the Term of this Agreement in compliance with (i) Network Rules related to data security, data integrity and the safeguarding of Cardholder Information, including the Payment Card Industry Data Security Standard ("PCI"), Discover Information Security Compliance ("DISC"), MasterCard's Site Data Protection Program ("SDP"), the American Express Data Security Requirements ("DSR"), and Visa's Customer Information Security Program ("CISP"), in effect and as may be amended, supplemented or replaced from time to time, and (ii) any data security guidelines or operating guide that Provider may provide to Merchant, as the same may be amended, supplemented or replaced from time to time. Merchant will cause all of its service providers, subcontractors and agents to comply with PCI, SDP, DISC, DSR and CISP requirements and any data security guidelines or operating guide provided by Provider at all times. Merchant will report any non-compliance immediately to Provider. To accomplish the foregoing, Merchant will encrypt all debit, credit or stored value card numbers whether in storage, transport or backup and will not store data security codes on its systems, network or software.

(c) Annual Certification. Merchant will provide an annual certification to Provider if requested by Provider (in a form acceptable to Provider) certifying compliance with the data security provisions of this Agreement, including compliance with applicable Card Network requirements such as PCI, SDP, DSR and CISP. Merchant will provide annual certifications for Merchant's service providers, subcontractors and agents.

(d) Information Use Limitations. Merchant may not sell, disclose, or otherwise make Cardholder Information available, in whole or in part, in a manner not provided for in this Agreement, without Provider's prior written consent. Merchant may, however, disclose Cardholder Information to its service providers, subcontractors and agents who have a need to know such information to provide the services described in this Agreement, provided that those individuals or entities have assumed confidentiality obligations in accordance with this Agreement, or when such disclosure is required by legal process or applicable Law, and Merchant and its relevant service provider, subcontractor, or agent have entered into a written agreement containing Merchant's and such individual's or entity's agreement to the foregoing data security provisions, including compliance with the Network Rules.

(e) Response to Unauthorized Access. Merchant will notify Provider within twenty four (24) hours after it becomes aware of any actual or potential breach in security resulting in an unauthorized access to Cardholder Information. Merchant will provide any assistance that Provider, Card Issuer, regulators, governmental authority or any Card Network deems necessary to contain and control the incident to prevent further unauthorized access to or use of Cardholder Information. Such assistance may include, but not be limited to, preserving records and other evidence and compiling information to enable Provider and the issuing bank(s) or the Card Network to investigate the incident and provide assistance and cooperation to:

(a) file suspicious activity reports (as applicable); (b) notify their regulators (as applicable); and (c) notify the affected Cardholder (as required). Unless the unauthorized access was due to Provider's acts or omissions, Merchant will bear the cost of notifying affected Cardholder.

(f) Miscellaneous. Merchant may not make a claim against Provider or hold Provider liable for the acts or omissions of other merchants, service providers, Card Issuers, Card Network, financial institutions or others that do not have a written contractual relationship with Provider or over which Provider has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in this Agreement. This Section and each of its subsections will survive this Agreement's termination. Merchant may not store in any system or in any manner discretionary Card read data including without limitation CVV2 data, PIN data, address verification data or any other information prohibited by Network Rules. Merchant agrees that Provider may disclose to any Card Network information regarding Merchant and Merchant's Transactions to any Card Network, and that such Card Network may use such information to perform its responsibilities in connection with its duties as a Card Network, promote the Card Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of Card Network Card acceptance, and transactional or relationship communications from a Card Network. A Card Network may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with the Card Network marketing and administrative purposes. Merchant agrees it may receive messages from a Card Network, including important information about Card Network products, services, and resources available to its business. These messages may be sent to the mailing address, phone

numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications.

- 2.16** **Compliance with Laws and Network Rules.** Merchant will comply with and conduct its Card activities in accordance with all applicable local, state, and federal statutes, regulations, ordinances, rules and other binding law, as the same may be enacted or amended from time to time (collectively, "Laws") as well as all Network Rules. Merchant may not: (a) accept Cardholder payments for previous Card charges incurred at the Merchant location; (b) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (c) add any tax to transactions, unless applicable Law expressly requires that Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (d) enter into interchange any Transaction Record for a Transaction that was previously the subject of a Chargeback to Provider and subsequently returned to Merchant, irrespective of Cardholder approval (Merchant may pursue payment from the Cardholder outside the Card Network system); (e) request or use an account number for any purpose other than as payment for its goods or services; (f) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant; (g) disburse funds in the form of cash, unless: (i) Merchant is a lodging or cruise line merchant disbursing cash to a Cardholder, (ii) Merchant is dispensing funds in the form of travelers cheques, Cards, or foreign currency, or (iii) Merchant is participating in the Card Network cash back or Cash Over service; (h) accept a Card for manual cash disbursement; (i) accept a Card to collect or refinance existing debt that has been deemed uncollectible by Merchant providing the associated goods or services; (j) enter into a Transaction that represents collection of a dishonored check; or (k) accept a Card for an unlawful Internet gambling transaction. Merchant will pay all Card Network fines, fees, penalties and all other assessments or indebtedness levied by Card Network to Provider which are attributable, at Provider's discretion, to Merchant's Transaction processing or business. The Card Network may require that Bank limit Merchant's participation in the applicable Card Network and/or terminate this Agreement.
- 2.17** **Merchant's Business.** Merchant will notify Provider immediately if it intends to (a) transfer or sell any substantial part of its total assets, or liquidate; (b) change the basic nature of its business, including selling any products or services not related to its current business; (c) change ownership or transfer control of its business; (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant or Merchant's business; (e) alter in any way Merchant's approved monthly volume, average, or maximum ticket; (f) changes its return policies or to another fulfillment house different from those identified in Merchant Application; or (g) changes to its Account. Merchant will notify Provider promptly in writing if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of the Agreement and for Provider's exercise of all its rights and remedies provided by this Agreement. If any change listed above occurs, Provider may immediately terminate this Agreement.
- 2.18** **Merchant's Representations and Warranties.** Merchant represents and warrants that: (a) all information contained in the Merchant Application or any other documents delivered to Provider in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principals, partners, owners or officers (as applicable); (b) Merchant has power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of Law, or conflict with any other agreement to which Merchant is subject; (c) Merchant holds all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; and (d) there is no action, suit or proceeding at law or in equity now pending or, to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations.
- 2.19** **Merchant's Covenants.** Merchants covenants that: (a) each Transaction Record presented to Provider for collection is genuine and is not the result of any fraudulent activity, or a Transaction prohibited by a Card Network, or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement; (b) each Transaction Record is the result of a bona fide purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Transaction Record; (c) Merchant will perform all of its obligations to the Cardholder in connection with the Transaction evidenced thereby; (d) Merchant will comply with Provider's procedures for accepting Cards, and the Transaction itself will not involve any element of credit for any other purposes other than as set forth in this Agreement, and will not be subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Network Rules, the Consumer Credit Protection Act (15 USC §1601) or other Law; and any Credit Voucher which Merchant issues represents a bona fide refund or adjustment on a Transaction by Merchant with respect to which a Transaction Record has been accepted by Provider.
- 2.20** **Third Parties.** Merchant may desire to use a third-party service provider to assist Merchant with its Transactions. Merchant shall not utilize any such third parties unless Merchant has disclosed such use to Provider previously in writing, and unless such third party is fully compliant with all Laws and Network Rules. Any third party used by Merchant must be registered with the Card Network prior to the performance of any contracted services on behalf of Merchant. Further, as between the parties to the Agreement, Merchant will be bound by the acts and omissions of any third-party service provider and Merchant will be responsible for compliance by such third-party service provider with all Laws and Network Rules. Merchant will indemnify and hold harmless Provider from and against any loss, cost, or expense incurred in connection with or by reason of Merchant's use of any third parties, including third-party service providers. Provider is not responsible for any third-party service provider used by Merchant, nor is Provider required to process any Transaction which Provider receives from Merchant or its service providers in any format not approved by Provider. Provider has no responsibility for, and shall have no liability to Merchant in connection with, any hardware, software or services Merchant receives subject to a direct agreement (including any sale, warranty or end-user license agreement) between Merchant and a third party.
- 2.21** **Recourse.** Merchant acknowledges that Windcave performs the services contemplated by this Agreement and Windcave is responsible to Merchant for any failure to perform such services in accordance with the terms of this Agreement. While Bank satisfies settlement files pursuant to instructions provided by Windcave, Bank is not responsible for independently verifying the accuracy of such settlement files. Accordingly, to the greatest extent

permitted by the Network Rules, Merchant's sole recourse for any failure by Provider under this Agreement is against Windcave (and not Bank).

2.22 **Pre-Authorized Transactions.** If Merchant agrees to accept a pre-authorized order, the Cardholder shall execute and deliver to Merchant a written request for such pre-authorization which will be retained by Merchant and made available upon request to Provider. Merchant will not deliver goods or perform services covered by a pre-authorization after receiving specific notification that the pre-authorization is cancelled or that the card covering the pre-authorization is not to be honored.

2.23 **Pre-Authorization Health Care Transactions.** If Merchant is a "Health Care Merchant" as indicated on the Merchant Application and accepts a pre-authorized health care Transaction(s) from a Cardholder, Merchant agrees to comply with any requirements in the Network Rules related to such Transactions.

2.24 **Recurring Transactions.** If Merchant agrees to accept a recurring transaction from a Cardholder for the purchase of goods or services which are delivered or performed periodically (a "Recurring Transaction"), the Cardholder shall complete and deliver to Merchant an order form containing a written request for such goods or services to be charged to the Cardholder's account, the frequency of the recurring charges and the duration of time for which such Cardholder's permission is granted. In the event a Recurring Transaction is renewed, the Cardholder shall complete and deliver to Merchant a subsequent order form for continuation of such goods or services to be charged to the Cardholder's account. A Recurring Transaction may not include partial payments made to Merchant for goods or services purchased in a single Transaction, nor may it be used for periodic payments of goods or services on which Merchant assesses additional finance charges. A copy of the order form must be retained for the duration of the recurring charges and provided in response to Provider's request. In addition, Merchant must record, retain, and promptly produce upon request the "ship to address" and address verification service code (where applicable) for each transaction. Merchant must not complete an initial or subsequent Recurring Transaction after receiving a cancellation notice from the Cardholder, the Card Issuer, Provider or other party or a response that the Card is not to be honored.

2.25 **Limited Acceptance.**

(a) If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Networks other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard Mark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Provider has no obligation other than those expressly provided under the Network Rules and applicable Law as they may relate to limited acceptance. Provider's obligations do not include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Network type(s) of transactions at the point-of-sale submitted for processing by Provider. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Provider may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Network Rules and other applicable rules and regulations for the Card Network type processed.

(b) If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Network Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Transaction Record for each Discover Card Transaction and deliver at least one copy of the Transaction Record to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Network Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Transaction Record must include both the purchase amount and the Cash Over amount.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK

3.01 **Acceptance.** Provider will accept from Merchant all Transaction Records deposited by Merchant under the terms of this Agreement and will present the same to the appropriate Card Issuers for collection against Cardholder accounts. Merchant must transmit Transaction Records and Credit Vouchers to Provider or its processing vendor on the same or next business day immediately following the day that such Transaction Records and Credit Vouchers have been originated. All presentment and assignment of Transaction Records, collection therefor and reassignment or rejection of such Transaction Records are subject to the terms of this Agreement and the Network Rules. Provider will only provisionally credit the value of collected Transaction Records to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, reserve deposits, negative Transaction Record batch deposits and items for which Provider did not receive final payment.

3.02 **Endorsement.** By presenting Transaction Records to Provider for collection and payment, Merchant agrees to sell and assign all its right, title and interest in each Transaction Record completed in conformity with Provider's acceptance procedures. Merchant's presentment of Transaction Records to Provider constitutes an endorsement by Merchant to Provider of such Transaction Records. Provider may supply such endorsement on Merchant's behalf.

- 3.03 Prohibited Payments.** Provider may receive payment of any Transaction Record presented by Merchant and paid by Provider unless and until there is a Chargeback. Unless specifically authorized in writing by Provider, Merchant may not collect or attempt to collect any Transaction Record, including Chargebacks, and will hold in trust for Provider and promptly deliver in kind to Provider any payment Merchant receives, in whole or in part, of the amount of any accepted Transaction, together with the Cardholder's name and account number and any corresponding accompanying payment.
- 3.04 Chargebacks.** Merchant will accept responsibility for all Chargebacks related to Merchant's Transactions. Accordingly, Merchant will be liable to Provider in the amount of any Transaction disputed by the Cardholder or Card Issuer for any reason under the Network Rules. Merchant authorizes Provider to offset from funds due to Merchant or to debit the Account or, if applicable, the Reserve Account for the amount of all Chargebacks. Merchant agrees to fully cooperate with Provider in complying with the Network Rules regarding all Chargebacks. Merchant may not initiate a sale Transaction in an attempt to collect a Chargeback. Merchant will pay the current published fees for each Chargeback as listed on the Merchant Application and any other fines, fees, or assessments imposed by any Card Network or Card Issuer. Bank will make good faith, reasonable efforts to defend the position of Windcave and Merchant with respect to Chargebacks.
- 3.05 Reserve Account.** Notwithstanding anything to the contrary in this Agreement and in addition to any other legal rights or remedies available to Provider, Bank may establish (without notice to Merchant) and Merchant agrees to fund and/or allow Provider to fund from the Account or by way of offset of funds otherwise due to Merchant, a non-interest bearing Chargeback reserve account (the "Reserve Account") in an amount determined by Bank in its sole discretion. Such Reserve Account may be funded by all or any combination of the following, as determined by Bank: (i) one or more debits to Merchant's Account or any other accounts held by Bank or any of its affiliates in Merchant's name or on Merchant's behalf; (ii) one or more deductions or offsets to any payments otherwise due to Merchant; (iii) Merchant's delivery to Bank of a letter of credit; (iv) if Bank so agrees, Merchant's pledge to Bank of a freely transferable and negotiable certificate of deposit; or (v) Bank's demand of other security or increase of any discount rate, transaction fees or other fees. Any such letter of credit or certificate of deposit shall be issued by a financial institution reasonably acceptable to Bank. The Reserve Account may be established at any time or for any reason. Specific examples of reasons include: (a) Merchant engages in any Transaction processing that creates an overcharge to a Cardholder by duplicating Transactions; (b) any activity designed by Merchant to circumvent a "call center" message when attempting to process a Transaction; (c) Merchant breaches this Agreement, violates any representation, covenant or warranty herein, or violates any Network Rule or Law; (d) the Merchant Application is in any way inaccurate or becomes inaccurate subsequent to Provider's approval of the Merchant Application; (e) Merchant changes its type of business without Provider's prior written approval; (f) fraud, Merchant processes an unauthorized charge, or other action that violates Provider's applicable risk management standards or is likely to cause a loss; (g) Merchant has Chargebacks exceeding one percent (1%) of the total number of transactions completed by Merchant in any thirty (30) calendar day period; (h) excessive numbers of requests from Cardholders or Card Issuers to retrieve documentation; (i) Merchant's financial stability is in question or Merchant ceases doing business; or (j) Merchant terminates this Agreement. Once the Reserve Account is established, collected funds will be placed in the Reserve Account by Bank. Before releasing funds after this Agreement is terminated, Merchant will pay any equipment cancellation fees and any outstanding charges, losses or amounts, and Chargebacks for which Merchant has provided indemnification under this Agreement. Further, Bank may require Merchant to deposit additional amounts based upon Merchant's processing history and/or anticipated risk of loss to Bank into the Reserve Account. Once established, unless Bank determines otherwise at its sole discretion, the Reserve Account will remain in place for the later of (i) twelve (12) months, or (ii) such period thereafter during which Cardholder disputes may remain valid under the Network Rules. **The provisions of this Agreement relating to account debits and credits apply to the Reserve Account and survive this Agreement's termination until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all of Bank's other anticipated expenses, losses and damages have been paid will be disbursed to Merchant.**

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.01 Term. This Agreement will be effective once Provider accepts it and, unless otherwise terminated, will continue for ~~two-one (21)~~ **two-one (21)** years (the "Initial Term") with automatic ~~two-one (21)~~ **two-one (21)** year renewal terms thereafter (each a "Renewal Term," and together with the Initial Term, the "Term") unless and until Merchant provides written notice of non-renewal to Provider not less than ninety (90) days before the end of the then-current Term.

4.02 Termination.

(a) **Without Cause.** Provider, or Bank separately, or Windcave separately may terminate this Agreement, without cause, upon thirty (30) days' advance written notice to Merchant. Notwithstanding any terms to the contrary, if Windcave terminates this Agreement pursuant to this clause 4.02(a), Windcave may at its discretion determine that Merchant will not be required to pay termination penalties.

(b) **For Cause.** Provider may terminate this Agreement in its sole discretion, effective immediately, upon written or verbal notice, or by closing Merchant's point-of-sale terminal, if Provider reasonably determines that any of the following conditions exists: (i) Merchant has violated any provision of this Agreement or Provider is otherwise entitled to terminate this Agreement pursuant to any provision of this Agreement; (ii) there is a material adverse change in Merchant's financial condition; (iii) if any case or proceeding is commenced by or against Merchant, its affiliates or principals under any Law dealing with insolvency, bankruptcy, receivership or other debt relief; (iv) any information which Merchant provided to Provider, including in the Merchant Application, was false, incomplete or misleading when received; (v) at any time during the Term, Merchant has had a monthly ratio of Chargebacks to total Transactions exceeding Card Network requirements or one percent (1%), or Chargebacks exceed three percent (3%) of any monthly dollar amount of total Transactions; (vi) an overdraft in the Account exists for more than three (3) days; (vii) Merchant or any of Merchant's officers or employees has been involved in processing Transactions arising from fraudulent or otherwise unauthorized Transactions; (viii) Merchant is or will be unable or unwilling to perform its obligations under this Agreement or applicable Law; or the Network Rules (ix) Merchant has failed to timely pay Provider any amount due; (x) Merchant has failed to promptly perform or discharge any obligation under its Account or the Reserve Account; (xi) any of Merchant's representations or warranties made in

connection with this Agreement was not true or accurate when given; (xii) Merchant has defaulted on any agreement it has with Provider; (xiii) Provider is served with legal process seeking to attach or garnish any of Merchant's funds or property in Provider's possession, and Merchant does not satisfy or appeal the legal process within fifteen (15) days of such service; (xiv) any Network Rules are amended in any way so that the continued existence of this Agreement would cause Provider to be in breach of those rules; (xv) ~~section left blank any guaranty supporting Merchant's obligations is revoked, withdrawn, terminated or altered in any way;~~ (xvi) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Network; (xvii) termination is necessary to prevent loss to Provider or Card Issuers; (xviii) Merchant's type of business indicated on the Merchant Application or as conducted by Merchant could endanger Bank's safety or soundness; (xix) Merchant's owner, officer, ~~Guarantor,~~ or corporate entity has a separate relationship with Bank and that relationship is terminated, (xx) Merchant appears on any Card Network's security reporting; or (xxi) Provider's security for repayment becomes impaired.

4.03 Effect of Bankruptcy. Any account or security held by Provider will not be subject to any preference, claim or stay by reason of bankruptcy or similar Law. The parties expressly agree that the acquisition of Transactions hereunder is a financial accommodation and if Merchant becomes a debtor in any bankruptcy or similar proceeding, this Agreement may not be assumed or enforced by any other person and Provider will be excused from performance hereunder.

4.04 Effect of Termination, Early Termination Fee. If this Agreement is terminated, regardless of cause, Provider may withhold and discontinue the disbursement for all Cards and other Transactions in the process of being collected and deposited. If the Agreement is terminated for cause, Merchant acknowledges that Provider may be required to report Merchant's business name and the names and other identification of its principals to various Card Network and industry databases, including the Terminated Merchant File and the Merchant Alert to Control High Risk Merchants File ("MATCH"). **Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file.** Merchant waives and will hold harmless Provider from any claims that Merchant may raise as a result of Provider's MATCH file reporting. Upon termination of the Agreement, Merchant will immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate this Agreement. Further, Merchant will return all Provider property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Provider's expenses relating to Chargebacks) survive termination. Provider is not liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will, upon request, provide Provider with all original and electronic copies of Transaction Records and Credit Vouchers, if any, that have been retained by Merchant as of the date of termination. Notwithstanding any terms to the contrary, if Windcave terminates this Agreement, Windcave may at its discretion determine that Merchant will not be required to pay early termination fees, and in such instance Merchant will not be required to pay early termination fees. Otherwise, upon termination, ~~any~~ amounts due to Provider will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Provider. The parties agree that if this Agreement is terminated before completion of the Initial Term for any reason other than a material uncured breach by Provider, Merchant will pay Windcave an early termination fee determined by multiplying (a) the number of months remaining from the date of termination to the end of the current Term, by (b) the average monthly processing fees paid by Merchant to Provider, plus Provider's costs and attorneys' fees incurred in connection with Merchant's termination of this Agreement. Merchant agrees that these damages are not a penalty but are a reasonable computation of the financial harm caused by the early termination of this Agreement.

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ARTICLE V - MISCELLANEOUS

5.01 Account Monitoring. Merchant acknowledges that Provider will monitor Merchant's Transaction activity. In addition to Provider's right to fund a Reserve Account as set forth in Section 3.05, Provider may upon reasonable grounds suspend disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual Transaction activity. Provider will make good faith efforts to notify Merchant promptly following such suspension. Provider is not liable to Merchant for any loss, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement.

5.02 Forms. Merchant will use only the forms or modes of transmission of Transaction Records and Credit Vouchers that are provided or approved in advance by Provider, and Merchant may not use such forms other than in connection with Transactions.

5.03 Indemnification. Merchant will defend, indemnify and hold Provider and its officers, directors, members, shareholders, partners, employees, agents, subcontractors and representatives harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs (collectively, "Damages"), asserted against or incurred by Provider arising out of, relating to or resulting from, either directly or indirectly:

(a) a breach of the security of the system safeguarding Cardholder Information resulting in unauthorized access to Cardholder Information; (b) a breach of any representation, warranty or term of this Agreement, including, but not limited to, the data security provisions by Merchant, or any service provider, subcontractor or agent of Merchant; (c) the negligence, gross negligence or willful misconduct of Merchant in the performance of its obligations under this Agreement, including, but not limited to, the data security provisions; (d) any violation of applicable Law or Network Rules by Merchant; and (e) all third-party claims arising from the foregoing. Notwithstanding the preceding, Merchant is not liable to Provider if Damages are caused by, related to or arise out of Provider's gross negligence or willful misconduct, or Provider's breach of this Agreement. Merchant will promptly reimburse Provider for any assessments, fines, fees or penalties imposed by any Card Network in connection with this Agreement, including the data security provisions, and authorizes Bank to deduct any such sums from the Account, the Reserve Account or amount to otherwise be cleared and settled with Merchant.

5.04 Records. In addition to any records Merchant routinely furnishes to Provider under this Agreement, Merchant will preserve Transaction Records and Credit Vouchers and any written authorization of the Cardholder for the longer of the following: (a) two years after the Transaction is completed, (b) the period required by Law or the Network Rules, (c) if a dispute is pending, until such dispute is resolved.

5.05 Requests for Copies. Immediately after Merchant receives the request by Provider, Merchant will provide to Provider either the original or a legible copy

(in a size comparable to the actual Transaction Record) of the paper Transaction Record and any other documentary evidence available to Merchant that Provider reasonably requests to meet Provider's obligations under Law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

5.06 **Exclusivity.** Merchant agrees that, unless Merchant receives written permission to do so from Windcave, during the Term, Merchant will not enter into an agreement with any other entity that provides processing services similar to those provided by Provider and that Provider shall be Merchant's exclusive provider of all Card processing services as set forth in this Agreement.

5.07 **Fees and Charges.** Merchant will pay to Provider the fees and charges set forth on the Merchant Application including any additional charges applied to transactions that fail to meet Card Network requirements for the lowest interchange levels. The fees and charges will either be debited from the Account through ACH or withheld from daily payments to Merchant for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Provider may change fees, including adding fees for additional services utilized by Merchant, upon thirty (30) days' written notice to Merchant. If Merchant disputes any charge or funding, Merchant must notify Windcave within 60 days of the date of the statement where the charge or funding appears.

5.08 **[Section left blank]**~~**Security Interest.** This Agreement constitutes a security agreement under the Georgia Commercial Code. To secure payment of Merchant's obligations under this Agreement, Merchant grants to Provider a security interest in all now existing or hereafter acquired: (a) Transactions, Transaction Records, Credit Vouchers and other items submitted to Provider for processing by or for Merchant; (b) accounts receivable and payment rights relating to or arising from this Agreement, including all amounts due Merchant (including any rights to receive credits or payments hereunder); (c) accounts maintained with Bank or any institution other than Bank, including without limitation the Account and the Reserve Account, in the name of or for the benefit of, Merchant or any Guarantor of Merchant's obligations under this Agreement; (d) deposits, regardless of source, to Merchant's or any Guarantor's accounts with Bank or any institution other than Bank, including the Account and the Reserve Account; (e) all deposits and all other property and funds deposited by Merchant or withheld by Bank, including funds and property withheld as the result of security monitoring; and (f) proceeds of the foregoing. If Provider reasonably determines that Merchant has breached any obligation under this Agreement, or that proceeds of Merchant's future Transactions are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Provider (whether because this Agreement has been terminated or for any other reason), Provider may set off or otherwise exercise its security interest without notice or demand by immediately withdrawing from or freezing any account or otherwise exercising its rights under this Agreement or those rights available under the Network Rules, applicable Laws, including the Georgia Commercial Code, or in equity. In addition to the collateral pledged above, Provider may require Merchant to furnish such other and different security as Provider deems appropriate in its sole discretion to secure Merchant's obligations under this Agreement. Bank may fully or partially prohibit withdrawal by Merchant of funds from Merchant's Account with Bank or financial institutions other than Bank, pending Bank's determination from time to time to exercise its rights as a secured party against such accounts in partial or full payment of Merchant's obligations to Bank. Merchant will execute any documents and take any actions required to comply with and perfect any security interest under this paragraph, at Merchant's cost. Merchant represents and warrants that no other party has a security interest or lien in any of the collateral pledged above, and Merchant will obtain Bank's written consent before it grants a lien or security interest in that pledged collateral to any other person. Merchant shall not assign to any third party any payments due to it under this Agreement, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future Transaction receivables to Provider, its affiliated entities and/or any other cash advance funding source that partners with Provider or its affiliated entities, without consent from any Card Network. Notwithstanding the foregoing, Provider prohibits Merchant from selling or assigning future Transaction receivables to any third party without Provider's prior written consent.~~

5.09 **Modifications to Agreement.** From time to time Provider may amend any provision or provisions of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by mailing or emailing written notice to Merchant of the amendment at least thirty (30) days prior to the effective date of the amendment, and the amendment will become effective unless Provider receives Merchant's written notice of termination of this Agreement before such effective date. If Merchant continues to submit Transaction Records to Provider or otherwise continues to process Transactions with Provider after such thirty (30) day period (even if notice of objection was provided to Provider), then Merchant shall be deemed to have accepted and agreed to such amendment. In addition, Merchant acknowledges and agrees that this Agreement is subject to amendment by Provider to conform to the Network Rules and Law and that amendments required due to changes in either the Network Rules, Law or judicial decision may become effective on such shorter period of time as Provider may specify if necessary to comply with the applicable Network Rule, Law or decision. As a matter of clarification, Merchant may not terminate this Agreement if Provider amends the Agreement as necessary to comply with applicable Network Rules, Law or a judicial decision.

5.10 **Warranty Disclaimer.** PROVIDER MAKES NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.11 **Limitation of Liability.** Provider's liability with respect to any Transaction may not exceed the amount of the Transaction Record in connection with that Transaction less any applicable fees and charges. Merchant will be liable for all costs associated with Offline transactions, including but not limited to Chargeback costs. **In no event will Provider or its agents, officers, directors or employees be liable to Merchant for any indirect, incidental, exemplary, punitive, special or consequential damages whatsoever, including, but not limited to, lost profits.** Merchant waives all claims against Provider for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable attorneys' fees) of any kind unless Merchant provides written notice to Provider of the occurrence that gave rise to the alleged liability within thirty (30) days after Merchant knew or should have known of the occurrence. Merchant will indemnify and hold Provider harmless from any claim relating to any Transaction Record paid for by Provider as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action, or for any damages or losses that Provider may incur as a result of Merchant's

breach of this Agreement. Further, Merchant will reimburse Provider for all expenses and costs, including attorneys' fees, with regard thereto. Merchant acknowledges that the fees for the services provided to Merchant by Provider are very small in relation to the funds advanced to Merchant for Transactions and consequently Provider's willingness to provide these services is based on the liability limitations contained in this Agreement. Therefore, in addition to greater limitations on Provider's liability that may be provided elsewhere (including the per Transaction Record limitation above), any liability of Provider under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, will not exceed, in the aggregate, an amount equal to the lesser of (a) the fees paid by Merchant to Provider during the last three (3) months, exclusive of fees and variable costs incurred by Provider to process Transactions, such as interchange costs, assessments and fees imposed by a third party or (b) **fifty thousand dollars (\$50,000)**.

- 5.12 Waiver.** Provider's failure by Provider to enforce one or more of the provisions of this Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.
- 5.13 Written Notices.** All written notices and other written communications required or permitted under this Agreement will be deemed delivered immediately when hand-delivered or sent via facsimile or email and the sender obtains a fax or email confirmation receipt, and upon mailing when sent first class mail, postage prepaid, addressed as follows:
- (a) If to Bank: At the facsimile number or address provided at the top of the Merchant Application.
- (b) If to Windcave: At the facsimile number, email address, or address provided at the top of the Merchant Application.
- (b) If to Merchant: At the facsimile number, email address, or address provided as the billing address and to the contact listed on the Merchant Application.
- 5.14 Choice of Law, Jurisdiction, Waiver of Jury Trial.** Georgia law governs this Agreement. Any claim or cause of action arising out of this Agreement against Provider must be initiated and maintained exclusively in ~~the state or federal courts located in Atlanta, Georgia~~. To the extent permitted by applicable Law, Merchant and Provider waive any right to trial by jury in any action or proceedings regarding any litigation related to this Agreement and each agree that any such actions or proceedings will be tried by a judge without a jury.
- 5.15 Entire Agreement; Assignability.** This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be assigned by Bank without Merchant's or Windcave's consent. This Agreement may not be assigned, directly or by operation of law by either Merchant or Windcave, without Bank's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.
- 5.16 Deposit Account.** Merchant will at all times maintain an Account at a bank that is a member of the Federal Reserve ACH system and approved by Provider and will provide Provider with proper authorization to debit the Account. All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which Merchant is liable under the terms of this Agreement will be made to the Account. During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Merchant may not close or change the Account without prior written approval by Provider, which approval may not be unreasonably withheld. Merchant will be solely liable for all fees and costs associated with the Account and for all overdrafts. Merchant hereby grants to Provider a security interest in the Account to the extent of any and all fees, payments and Chargebacks and other amounts due which may arise under this Agreement, and Merchant will execute any document and obtain any consents or waivers from the bank at which the Account is maintained as requested by Provider to protect its security interests therein. Merchant will maintain sufficient funds in the Account to accommodate all Transactions contemplated by this Agreement and all other fees, charges, credits or other payments or amounts due under this Agreement.
- 5.17 Credit and Financial Inquiries; Additional Locations; Inspections.** Provider may make, at any time, any credit inquires which it may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance activities subsequent to acceptance of this Agreement. Such inquiries may include, but are not limited to, a credit and/or criminal check of Merchant and business including its proprietor, partners, principals, owners or shareholders or officers. Upon Provider's request, Merchant will provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Provider may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices. Merchant may accept Cards only at locations approved by Provider. Additional locations may be added, subject to Provider's prior consent. Provider or Merchant may remove locations by providing notice as provided herein. Merchant will permit Provider, at any time and from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permits (where necessary) to conduct its business. However, nothing in this paragraph may be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement or the Network Rules. Provider, its internal and external auditors, and its regulators may audit compliance with this Agreement, compliance with Laws and Network Rules, including, but not limited to, relating to Card acceptance and Transaction processing, data security provisions and Card Network compliance. Merchant will make available its records maintained and produced under this Agreement, and Merchant's facilities will be made accessible, upon notice during normal business hours for examination and audit and shall cooperate with such audits or examinations. Nothing in this section may be construed to require Merchant to give access to its facilities, personnel or records in a manner that unreasonably interferes with its business operations. Each party will bear its own expenses of any audit.
- 5.18 Marketing of Non-Card Services.** From time to time, Provider may offer to Merchant certain additional products and services which may or may not be related to the processing of credit card and debit card Transactions. If such offers are made, Merchant may decline the offers or be deemed to have accepted the offers and be liable for payment therefor. If any additional product or service is offered by Windcave independently of Bank, then Windcave (and not Bank) shall be responsible to deliver and perform such product and service and, accordingly, Merchant may not assert any claim against Bank as it relates to such additional product or service provided by Windcave. Likewise, if any additional product or service is offered by Bank independently of Windcave, then Bank (and not Windcave) shall be responsible to deliver and perform such product and service and, accordingly, Merchant may not assert

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any claim against Windcave as it relates to such additional product or service provided by Bank.

- 5.19 Force Majeure.** The parties will be released from liability hereunder if they fail to perform any obligation where the failure occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorism, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental authority, or either party's compliance therewith, or governmental regulation, or priority, or any other similar cause beyond either party's reasonable control.
- 5.20 No Third-Party Beneficiary.** No other person or entity may be deemed to be a third-party beneficiary of this Agreement.
- 5.21 Severability, Conflict with Network Rules.** If any provision in this Agreement is for any reason held to be invalid or unenforceable, no other provision shall be effected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it. In the event of a conflict between this Agreement and the Network Rules, the Network Rules shall govern and control.
- 5.22 IRS Reporting Information.** Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities such as Bank and third-party settlement organizations are required to file an information return reflecting all payment card transactions and third-party network transactions occurring in a calendar year. This requirement applies to returns for all calendar years after December 31, 2010 and Merchant will receive a form 1099-K reporting Merchant's gross transaction amounts for each calendar year. In addition, amounts payable under Section 6050W are subject to backup withholding requirements. Merchant acquirers such as Bank, either itself or through third parties, are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the merchant acquirer; or (b) if the IRS notifies the merchant acquirer that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that Merchant provides Bank with the correct name and TIN that Merchant uses when filing its income tax return that includes the transactions for Merchant's business. In addition to the fees set forth on the Merchant Application, if Merchant fails to comply with the obligations set forth in this section, Provider may charge Merchant additional amounts determined by Provider and may pass through any additional fines, costs or expenses incurred by Provider.
- 5.23 Confidentiality.** Merchant shall protect all information or other items proprietary to Provider that Merchant obtains knowledge of or access to as a result of Provider's provision of the services pursuant to this Agreement (collectively, "Provider Confidential Information") from unauthorized disclosure, publication, or dissemination with the same standard of care and discretion Merchant uses to protect similar confidential information of Merchant's own, but in no event less than reasonable care. Furthermore, Merchant shall not use, reproduce, distribute, disclose, or otherwise disseminate Provider Confidential Information, except in connection with the performance of Merchant's obligations under this Agreement. The Provider Confidential Information described in the previous sentence, shall include, but not be limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): scientific, technical, or business information, product makeup lists, ideas, concepts, designs, drawings, techniques, plans, calculations, system designs, formulae, algorithms, programs, software (source and object code), hardware, manuals, test procedures and results, identity and description of computerized records, identity and description of suppliers, customer lists, processes, procedures, trade secrets, "know-how," marketing techniques and material, marketing and development plans, price lists, pricing policies, and all other financial information. The obligations of non-disclosure provided hereunder shall continue during the Term and, (i) with respect to Provider Confidential Information that does not constitute a trade secret, for a period of three (3) years thereafter and, (ii) with respect to Provider Confidential Information that rises to the level of a trade secret under applicable Law, for such period of time thereafter as the Provider Confidential Information shall retain its status as a trade secret under applicable law, and no less than three (3) years thereafter. Merchant is a local unit of special purpose government in the State of Florida and subject to certain public records laws as a governmental entity. Any information disclosed by the Merchant pursuant to the Florida Public Records Laws is not a violation of this Section and is not a breach of this Agreement.

The Terms below will only apply for American Express transactions that Windcave settles to Merchant's Account. The Terms Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide: www.americanexpress.com/merchantopguide.

- A5.24 Transaction Data.** Merchant authorizes Provider and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- A5.25 Marketing Message Opt-Out.** Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting Provider. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- A5.26 Conversion to American Express Direct Merchant.** Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- A5.27 American Express as Third Party Beneficiary.** Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- A5.28 American Express Opt-Out.** Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Card Networks.
- A5.29 Refund Policies.** Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- A5.30 Establishment Closing.** If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify Windcave immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

7B

WINDCAVE AGREEMENT FOR Midtown Miami Community Development District	
DATED this 6th day of March 2023	
PARTIES	
WINDCAVE INC., also known as Payment Express USA LLC. (Windcave) Contact Details for Notices: Physical Address: 1601 N. 7th St., Suite 420, Phoenix, AZ 85006 Postal Address: 1601 N. 7th St., Suite 420, Phoenix, AZ 85006 Email: contracts@windcave.com Phone: +1 310 670 7299 Fax: +1 310 670 7298	
CustID: [110421]	
Midtown Miami Community Development District (Customer) Contact Details for Notices: Physical Address: 3401 N Miami Ave Miami FL 33137 Postal Address: 2300 Glades Road Suite 410W Boca Raton, FL 33431 Email: pinderj@whhassociates.com Phone: 561-571-0010 Fax:	
AGREEMENT	
1. Windcave is a provider of real time payment processing solutions in the USA. Windcave has agreed to supply solutions to Customer in accordance with the terms and conditions set out in this Agreement. 2. This Agreement is structured in two parts, namely Part A (Specific Terms) and Part B (General Terms). Part A contains the specific terms relevant to each supply of solutions to Customer and may include one or more Schedules. Part B sets out Windcave's general terms and conditions which will apply to all supplies of solutions. 3. It is intended that further supplies of solutions may be made and will be governed by this Agreement by way of the parties signing a further Part A Schedule for each supply. The attached schedules, or any schedules completed and signed after the date of this Agreement but referring to this Agreement, are a part of this Agreement. All purchase orders between the parties are subject to this Agreement's terms.	
EXECUTION	
SIGNED for and on behalf of WINDCAVE INC. by: _____ Signature _____ Name/Title _____ Date	SIGNED for and on behalf of Midtown Miami Community Development District by: _____ Signature _____ Name/Title (Authorized Signatory) _____ Date

Commented [GEW1]: Provide authorization to do business in the State of Florida.

Commented [ASS2R1]: Registered under prior name. We have started updating the registration with our new name.

Commented [GEW3]: Please provide a sample copy of Part A Schedule to review.

Commented [AC4R3]: Please speak to your account manager.

PART A – SPECIFIC TERMS

SCHEDULE 1 – SERVICES ACCESS ARRANGEMENT

1. SERVICES ACCESS ARRANGEMENT	
(a)	Windcave: Windcave grants to Customer a non-exclusive, non-transferable license to use the Windcave Solution for the Term solely for the purposes of the Permitted Use. Customer must not sub-license, transfer, assign, rent or sell the Windcave Solution or the right to use the Windcave Solution.
2. TERM	
(a)	Commencement Date: April 1, 2023 Such Commencement Date may be postponed in writing, at Windcave's sole discretion, until the date Windcave receives a copy of the Agreement countersigned by Customer.
(b)	Initial Term: 12 months beginning on the Commencement Date, unless earlier terminated under Part B, clause 12.
(c)	Renewal Term: 12 consecutive months, unless earlier terminated under Part B, clause 12, subject to automatic renewal pursuant to Part B, clause 2 if neither party gives three month's advance notice of nonrenewal.
3. FEES	
(a)	Establishment Fee: \$100.00
(b)	Minimum Monthly Fee: \$2,700 per calendar month. Includes 60,000 Transactions per calendar month. Additional Transactions in each calendar month charged at the rate of \$0.04 per Transaction.
(c)	Additional Fees: Additional users to the Payment Manager can be set up but will incur a one-time fee of \$30.00. If Windcave needs to configure or change additional electronic merchant numbers on the Windcave Host, there is a fee of \$100.00 per merchant account. Customer will be charged a \$5.00 SAP fee per calendar month charge per connected card reader for unattended and attended card reader devices.
(d)	Price Adjustment: Windcave shall have the right to change the Fees enumerated in Part A of this Agreement during the Renewal Term of this Agreement by providing Customer at least 60 calendar days' written notice before or during the Renewal Term. If Windcave exercises its right to change the Fees, Customer shall thereafter have the right to terminate the Agreement with 30 days' written notice to Windcave within 60 days of Windcave's written notice that it is modifying the Fees.
4. PAYMENT TERMS	
(a)	Direct Debit or Automatic Credit Card Payments: Customer will pay Windcave the Fees by direct debit or automatic credit card on the dates specified below.
(b)	Due Date for Payment of Set Up Fees: Customer will pay Windcave the Establishment Fee immediately when Windcave makes the Windcave Solution available to customer.
(c)	Due Date for Payment of Monthly Fees and Additional Fees: Customer will pay Windcave the Monthly Fees and Additional Fees within 30 days of the date of Windcave's invoice for those Fees.
5. SUPPORT SERVICES	
(a)	Online Help and General Support: Windcave will provide the Support Services to Customer as set out in Part B.
(b)	Not applicable.
6. SPECIAL CONDITIONS	
(a)	Not applicable.

Commented [AC5]: Language reverted. Windcave must have discretion here.

Commented [ASS6R5]: To be updated by Nick/Daniel in due course

Commented [AC7]: Please speak with your account manager about this point.

Commented [ASS8R7]: Agreed at 12 months during meeting on 28 April 23

Commented [AC9]: Language reverted.

Commented [ASS10R9]: Not raised in meeting 28 April 23, resolved

Commented [GEW11]: This is not defined in the Terms. Please provide the correct name.

Commented [AC12R11]: The SAP Fee is to keep devices up to date on the latest software as well as keep them PCI Compliant.

Commented [ASS13R11]: SAP stands for Services Access Package

Commented [AC14]: Accepted with modifications.

Commented [GEW15]: Not defined terms, therefore not capitalized.

Commented [AC16]: Ok

Commented [AC17]: Ok

PART B – GENERAL TERMS & CONDITIONS

1. Definitions and Interpretation (Not all defined terms are applicable to all goods and services provided under the Agreement)

1.1 Definitions: In this Agreement, unless the context indicates otherwise:

Acquirer means a bank or any financial institution or a card issuer of financial or non-financial transactions which receives and transmits Transactions via the Windcave Solution.
Agreement means this Agreement, including the Application Form, each of Part A and its Schedule(s) and Part B, and any attachments that may be agreed between the parties, as each may be amended in writing from time to time.

Application Form means Customer's online the Windcave Solution application form submitted to Windcave via the Windcave Website. Where no separate Part A is entered into, the Application Form will constitute Part A of this Agreement for the purposes of this Part B;

Business Day means any day of the week except Saturday, Sunday or a day on which banks are authorized or required to be closed in Arizona;

Chargeback means the procedure by which a sales record or other indicia of a card transaction (or disputed portion thereof) is denied or returned to Acquirer or the card issuer after it was entered into the appropriate settlement network for payment, in accordance with the rules of Visa, MasterCard or a similar card association ("Rules"), for failing to comply with the Rules, including, without limitation by reason of cardholder disputes, the liability for which is Customer's responsibility and Customer agrees to pay.

Commencement Date means the commencement date recorded in Part A in one or more Schedules; Such Commencement Date may be postponed in writing, at Windcave's sole discretion, until the date Windcave receives a copy of the Agreement countersigned by Customer.

Confidential Information means, in relation to either party, any information:

- (a) relating to the terms of this Agreement;
- (b) relating directly or indirectly to research or development by, accounting for, or the marketing of, the business of that party or its suppliers or customers;
- (c) disclosed by that party to the other party on the express basis that such information is confidential; and/or
- (d) which might reasonably be expected by the other party to be confidential in nature;

Customer means the customer specified in this Agreement and where applicable includes its employees, contractors and agents.

Default Interest Rate means interest at the rate of 2% above the base lending rate charged by Windcave's bankers to Windcave from time to time;

Delivery takes place when the Customer receives the Goods from Windcave, or, in the case of returns, when the Goods arrive at Windcave's premises;

Documentation means any user, training or system manuals for the Windcave Solution (whether in printed or electronic form) which describes and provides guidance on the use of the Windcave Solution (or any aspect of the Windcave Solution);

Emergency Support Services means telephone support that Windcave may provide (but is not obligated to provide unless it agrees to do so in a separate written agreement) for emergency breakdowns resulting in repeated failures in the transmission of Transactions and is available 24 hours a day, seven days a week by calling 310 670 7299 outside of Support Hours. If applicable, Windcave will use reasonable efforts to respond to any emergency phone call within 30 minutes of receiving the support request;

Fees means and includes each of the fees detailed in the Schedule(s) contained in Part A;

Goods means the Goods and/or Devices (if any) recorded in Part A in one or more Schedules;

Intellectual Property means registered and unregistered trade marks (including logos and trade files), domain names, copyright, patents, petty patents, utility models, registered and unregistered designs, circuit layouts, rights in computer software, databases and lists, Confidential Information, software (whether in object code or source code), and all other rights anywhere in the world resulting from intellectual activity;

Payment Manager means payable portal which Customer is able to access by logging onto the Windcave Website with an assigned username and password.

PCI Standards means the payment card Industry standards, requirements and guidelines issued by the Payment Card Industry Data Security Council from time to time including the Payment Card Industry Data Security Standard PIN Entry Device requirements and guidelines, and the Payment Application Data Security Standard;

Permitted Use means the transmission to, and receipt from, an Acquirer of data relating to Windcave Supported Transactions and expressly excludes, without limitation, use for the processing of transactions of, or for the benefit of, any person other than Customer;

Security Standards means each of:

- (a) any data protection or data security standards issued by an Acquirer which receives and accepts Windcave Supported Transactions from Customer; and
- (b) the PCI Standards;

Software means the software and other related Windcave products which:

- (a) form part of the Windcave Solution; and
- (b) is owned or licensed by or developed by, or on behalf of, Windcave and supplied to Customer, including all upgrades, updates, alterations and modifications and other changes to such software by or on behalf of Windcave from time to time, but excluding any third-party software and firmware forming part of, or supplied with, the Windcave Solution;

Special Conditions means the special conditions (if any) recorded in Part A in one or more Schedules;

Support Hours means the period from 8am to 9pm (PST) on any Business Day and 9am to 5pm (PST) on non-Business Days;

Support Services means and includes:

- (a) Online Help: from time to time Windcave may display Frequently Asked Questions and Answers on the Windcave Website;
- (b) General Support: enquiries may be sent to: support@windcave.com or made by telephone to 310 670 7299. Windcave will respond to such enquiries during Support Hours;

Term means the Initial Term recorded in Part A in one or more Schedules and includes any Renewal Terms as recorded in Part A in one or more Schedules and defined in clause 2(b);

Tokenized Data means data for which Windcave has substituted a sensitive data element with a non-sensitive equivalent that has no extrinsic or exploitable meaning or value; and

Transaction means a message pair consisting of a message relating to a Windcave Supported Transaction transmitted by Customer to an Acquirer through the Windcave Solution and a response to that message from the Acquirer to Customer through the Windcave Solution;

Windcave means Windcave Inc., a California corporation with offices in Phoenix, Arizona;

Windcave Host means the host server known as Windcave Host to which Customer may be connected using the Software and which is in turn linked to an Acquirer to enable Windcave Supported Transactions to be processed in real time;

Windcave Logo means the Windcave logo supplied (in electronic format) by Windcave to Customer (as may be updated from time to time by Windcave);

Windcave Solution means the solution provided by Windcave for the transmission of data relating to Windcave Supported Transactions between a Customer and an Acquirer, incorporating the software and including access (via the internet) to the Windcave Host and the Support Services.

Windcave Supported Transactions means transactions from Customers:

- (a) accepting payment for goods and services by means of credit card, debit card, prepaid card, gift card or any other means of payment which Windcave agrees to support through the Windcave Solution from time to time;
- (b) accepting loyalty cards, rewards cards, points cards, discount cards or club cards; or
- (c) providing services in relation to the sale and use of any of the cards referred to in paragraphs (a) and (b) above including the issue of such cards and the crediting or debiting of value to such cards;

Windcave Website means the website maintained by Windcave and accessible by Customer for viewing Transactions, data entry, refunding, report generating and other features related to Transactions;

1.2 Interpretation: In this Agreement, unless the context indicates otherwise:

Commented [GEW18]: There is a Part A.

Commented [ASS19R18]: Reinstated.

Commented [AC20]: Language reinserted.

Commented [ASS21R20]: Ginger - is this issue ok to resolve? Our business is based in Arizona and our support systems operate in this time zone

Commented [AC22]: Language reinserted.

Commented [GEW23]: Midtown Miami Community Development District is a governmental entity in the State of Florida and subject to Florida public records laws which would not permit this Agreement and other documentation confidential.

Commented [ASS24R23]: Agreed to leave definition as is and added additional paragraph under Confidential Information (see tracked changes)

Commented [AC25]: Language reinserted.

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Commented [AC27]: Ok

Commented [AC28]: Reinserted

Commented [AC29]: Ok

REEF Confidential

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- (a) the singular includes the plural and vice versa; and
- (b) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation; and
- (c) the term **includes or including** (or any similar expression) is deemed to be followed by the words without limitation; and
- (d) references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity; and
- (e) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done; and
- (f) all monetary amounts are stated exclusive of applicable taxes, if any, and in US dollars; and
- (g) in the event of any inconsistency between the terms of any of the following, they will have precedence in the descending order of priority set out below:
 - (i) Part A – Specific Terms and Schedules;
 - (ii) Part B – General Terms and Conditions;
 - (iii) The Application Form.

2. Term

- 2.1 **Initial Term:** This Agreement commences on the Commencement Date and will continue for the Initial Term, unless earlier terminated under Part B, clause 12.
- 2.2 **Renewal:** Upon expiry of the Initial Term, this Agreement will automatically continue for further periods of the number of consecutive months recorded in Part A in one or more Schedules (each such further period being a **Renewal Term**) on the same terms and conditions unless either party gives the other party not less than 90 days notice in writing prior to the expiry of the Initial Term or the then current Renewal Term that it does not wish this Agreement to continue beyond the Initial Term or that Renewal Term, as indicated therein.

3. Payment

- 3.1 **Fees:** Customer will pay Windcave the Fees without setoff or deduction within 30 days of the date of Windcave's invoice for those Fees.
- 3.2 **Taxes:** Customer is responsible for all applicable taxes, duties and levies on the rental, loan or purchase or sale of goods and services (other than Windcave's income tax) assessed in connection with its use of the Windcave Solution and the provision of services under this Agreement. To the extent that any Fees paid by Customer under this Agreement exclude any taxes or duties payable in respect of the Goods or services provided under this Agreement in the jurisdiction where the payment is either made or received, where any such taxes or duties are payable by Windcave, Customer agrees to pay to Windcave the amount of such taxes or duties in addition to any Fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Windcave with evidence of any such exemption information, in which case Windcave will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.
- 3.3 **Default Interest for Late Payment:** Subject to Part B, clause 3.4(c)(ii), Customer must pay Windcave interest at the Default Interest Rate on any overdue amounts under this Agreement, calculated daily from the due date until the actual date of payment.
- 3.4 **Disputed Invoices:** Where Customer has reasonable grounds to dispute any portion of any amount invoiced by Windcave to Customer under this Agreement (**disputed portion**):
 - (a) Customer will notify Windcave of such dispute and the grounds for such dispute within 5 Business Days of receiving the invoice;
 - (b) any undisputed portion of the invoice will remain payable on the due date for payment;
 - (c) provided that Customer has complied with clause 3.4(a), Customer will not be required to pay:
 - (i) the disputed portion until the parties' dispute has been resolved by agreement between the parties or in accordance with Part B, clause 19.2; or
 - (ii) any interest under clause 3.3 on the disputed portion unless the dispute is resolved with the effect that Customer is required to pay all (or part) of the disputed portion, in which case Customer will pay the interest on the disputed portion (or that part of that disputed portion) in accordance with clause 3.3. Interest will be payable from the date that payment would have been due under clause 3.1 but for the dispute until the date that disputed portion is paid to Windcave in full.
- 3.5 **Termination and Suspension:** If Customer does not timely pay Fees due and owing pursuant to this Agreement, Windcave may terminate this Agreement under Part B, Clause 12.2. Alternatively, Windcave may temporarily suspend the provision of the Windcave Solution to Customer. Customer agrees that Windcave will have no liability for such termination or suspension.

4. Mutual Responsibilities

Each party represents and agrees:

- 4.1 **Power and Authority:** that it has full power and authority necessary to validly enter into and perform all its obligations under this Agreement.
- 4.2 **Requirements:** to comply with the other party's reasonable security, confidentiality and operational requirements of which it has been given reasonable notice.
- 5. **Customer Responsibilities**
Customer represents and agrees that it:
 - 5.1 **Suitability:** has made, and will continue to make, its own assessment of the suitability, adequacy, compatibility and appropriateness of the Windcave Solution for its purposes;
 - 5.2 **Comply with Instructions:** will comply with Windcave's restrictions, instructions and Documentation in relation to the use of the Windcave Solution, including those set out in this Agreement;
 - 5.3 **Use by Others:** will ensure that only authorized persons use the Windcave Solution and that the Windcave Solution is used only for the Permitted Use and as expressly authorized under this Agreement;
 - 5.4 **Responsibility for Use:** will accept all responsibility for the reliance on and use of the Windcave Solution by Customer and its employees, contractors and agents;
 - 5.5 **Obtain Equipment etc.:** will obtain and maintain all equipment, software and services needed to enable it to receive and use the Windcave Solution;
 - 5.6 **Accurate Customer Information:** warrants that all information provided by Customer to Windcave in the Application Form is accurate and correct, and that Customer will notify Windcave in writing if such information changes or ceases to be accurate in any way;
 - 5.7 **Provide Sufficient Information:** will ensure that sufficient information is given to Windcave to enable Windcave to comply with its obligations under this Agreement and that such information is timely, complete and accurate;
 - 5.8 **Personal Information:** acknowledges that any personal information concerning Customer or its personnel which is provided to Windcave by or on behalf of Customer may be:
 - (a) used by Windcave for the purpose of providing the Windcave Solution, the Support Services and any other services to Customer; and
 - (b) disclosed by Windcave to its affiliates and other services providers to enable Windcave to provide the Windcave Solution, the Support Services and any other services to Customer;
 - 5.9 **Notify of Third-Party Infringement:** will immediately notify Windcave upon becoming aware of any third party infringing Windcave's Intellectual Property rights in any manner;
 - 5.10 **Responsible for Connecting to Windcave Host:** is responsible for all charges and costs associated with connecting to the Windcave Host to operate the Windcave Solution. Windcave will provide Customer with reasonable technical information and Software necessary to enable Customer to connect to the Windcave Host;
 - 5.11 **Requisite Review of Payline Portal:** Customer shall be required, on a daily basis, to review with due care Customer's payline portal, established by Windcave, to review Transactions for errors. If an error is discovered by Customer, Customer must notify Windcave in writing within three (3) Business Days of the date an error occurs; provided, that Windcave will have no liability or obligations of any kind with respect to errors that are not reported to Windcave within such three (3) Business Day period. In addition, Customer shall be required to, on a daily basis review with due care bank settlement files to ensure deposits occur without error. If an error is discovered by Customer, Customer must notify Windcave in writing within three (3) Business Days of the date an error occurs; provided, that Windcave will have no liability or obligations of any kind with respect to errors that are not reported to Windcave within such three (3) Business Day period. Windcave's liability under this clause 5.11 (Requisite Review of Payline Portal) of the Agreement is governed by, and fully subject to, the terms of Section 10 of this Agreement;

Commented [AC30]: "and" accepted throughout this clause

Commented [AC31]: Language reinserted.

Commented [AC32]: Ok

Commented [AC33]: Ok

Commented [AC34]: Ok

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- 5.12 Comply with Law Generally:** will comply with all relevant laws in its use of the Windcave Solution and carrying out its obligations under this Agreement;
- 5.13 Improperly Deposited Funds:** will return funds that Windcave deposits in Customer's bank account(s) that do not rightfully belong to Customer ("Improperly Deposited Funds") without offset or delay. Customer will return all Improperly Deposited Funds to Windcave within five (5) calendar days of a written request to do so by Windcave. If Customer fails to comply with the terms of this Section, Windcave may immediately suspend services to Customer until Customer returns the Improperly Deposited Funds. Customer will be liable to Windcave for the Improperly Deposited Funds, and costs incurred by Windcave in recovering the Improperly Deposited Funds,
- 5.14 Return of Old Goods:** For Goods that Customer ceases using for the Permitted Use ("Unused Goods"), Customer will return such Unused Goods to Windcave within 30 calendar days. Unused Goods include, but are not limited to, Goods Customer has ceased using due to the Goods becoming obsolete, Goods that no longer operate, and Goods that are replaced per the warranty set forth in Part B, clause 7.3 of this Agreement. Customer will pay all shipping and restocking fees and costs associated with returning the Unused Goods to Windcave. Alternatively, instead of returning Unused Goods to Windcave, Customer may provide Windcave a secure destruction certificate evidencing that the Unused Goods were destroyed in compliance with the Security Standards within the same 30 calendar day period.

6. Windcave's General Responsibilities

Windcave agrees that it will:

- 6.1 Good Faith:** comply with all relevant laws and co-operate with Customer (and Customer's service providers) in connection with the Windcave Solution;
- 6.2 No Requirement to Decrypt Tokenized Data:** be under no obligation to decrypt and transmit Tokenized Data to Customer or any third party.

7. Windcave Warranties

- 7.1 Security Standards:** Windcave confirms that Windcave will throughout the term of this Agreement comply with the requirements of the Security Standards.
- 7.2 Limitations on Warranties:** To the fullest extent permitted by law, except as expressly set out in this Agreement, Windcave disclaims and excludes all warranties, conditions, terms, representations or undertakings, whether express, implied, statutory or otherwise, including any condition or warranty of merchantability or fitness for a particular purpose. Windcave does not warrant that:

- (a) the Windcave Solution, the Goods, the Software or the Documentation will meet Customer's requirements; or
- (b) the Windcave Solution the Goods, the Software and the Documentation will be uninterrupted or error free, or that all errors will be corrected; or
- (c) that the Goods will be free of defects in design, materials or workmanship or will comply with any applicable equipment manufacturer's or software developer's specifications.

Customer understands and acknowledges that an authorization obtained through the Windcave Solution only confirms the availability of the cardholder's credit at the time of the authorization. It does not warrant that the person presenting the card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by Acquirer, processor or Windcave that a transaction is or will be deemed valid and not subject to dispute, debit or chargeback.

- 7.3 Supply Warranty:** Windcave warrants that the Goods to be delivered under this Agreement will be free from defects in workmanship (labor and parts included, but transport excluded) during a warranty period commencing on the Commencement Date and concluding twelve (12) calendar months later ("Original Warranty Period"). As to repaired or exchanged Goods, during the Original Warranty Period here above mentioned, the warranty period on the exchanged or repaired Goods shall expire at the conclusion of the Original Warranty Period. With respect to Windcave's supply warranty:

- (a) Any defective Goods, under warranty, shall be replaced or repaired, free of charge, at Windcave's discretion (to the exclusion of compensation for any other damage), and the work shall be carried out at Windcave or its partner's or subcontractor's premises. Customer will pay the costs of transport of the Goods (including insurance) to Windcave.
- (b) Windcave has the choice to repair the Goods with spare parts or new parts. The defective elements, repaired, will become the property of Windcave.
- (c) The time when the Goods are repaired or unavailable during the warranty period will not give rise to an extension of the warranty period as set forth in this Section, subject to legal mandatory provisions.
- (d) Customer must return warranted Goods that are replaced subject to this warranty back to Windcave within 30 calendar days of replacement Goods being shipped to Customer. Customer shall pay the shipping and restocking fees to return the old, warranted Goods back to Windcave.

- 7.4 Exclusions to Supply Warranty:** Windcave will have no liability under the Supply Warranty described in clause 7.3 in respect of:

- (a) Defects, breakdowns, or malfunctions due to failure to properly follow the installation process and instructions for use or an external cause to the Goods (including, but not limited to, shock, lightning fire, vandalism, malicious action, contacts with various liquids or vermin or water damage of any nature, and inappropriate electric voltage); or modifications to the Goods made without the written approval of Windcave; or a lack of every day maintenance (as described in the Documentation); or a lack of supervision or care; or improper storage or poor environmental conditions, particularly those related to temperature and humidity effects of variations of electric voltage from the electric network; or from the earth or repair work; or maintenance of the Goods by persons not authorized by Windcave;
- (b) Damage due to insufficient or bad packaging of the Goods when returned to Windcave;
- (c) Wear and tear from normal use of the Goods and accessories;
- (d) Communication problems related to an unsuitable environment, including problems accessing the Internet, transmission faults, local network faults, and modification of the parameters of the relevant cellular network after sale of the Goods;
- (e) Supply of new versions of Software. If, for example, Windcave produces new Software that is not necessary to fulfil its obligations under this Agreement, Windcave is not required to make such Software available to Customer;
- (f) Malfunction due to the use of products or accessories that are non-compatible with the Goods;
- (g) Goods returned to Windcave without Windcave's prior consent or that Windcave has not had an opportunity to troubleshoot; and
- (h) Defects, breakdowns, or malfunctions due to **obstructing material** being placed on or into the Goods. Examples of obstructing material include, but are not limited to, paper, plastic, and metal objects.

8. Intellectual Property

All Intellectual Property rights in the Windcave Solution, the Goods, the Software, the Documentation and any work or thing developed or created by or on behalf of Windcave under or in connection with this Agreement (such work or thing being **Developed Works**), are exclusively owned by Windcave (or Windcave's licensors or suppliers). Customer acknowledges that there is no transfer of title, Intellectual Property rights or ownership of:

- (a) the Windcave Solution, the Goods, the Software, the Documentation or any part thereof; or
- (b) any Developed Works; to Customer under this Agreement and Customer will not dispute Windcave's (or Windcave's licensors or suppliers) ownership of the property referred to in this clause 8.

9. Indemnity

Section left intentionally blank.

10. Liability

To the fullest extent permitted by applicable law:

- 10.1 Remedy:** Subject to clauses 10.2 and 10.3, Customer's sole and exclusive remedy for breach of any warranty or of any of Windcave's obligations under this Agreement is (at Windcave's option) the supply or re-supply of the Windcave Solution, the Goods, the Software, or the Documentation or the refund or waiver of Fees for the relevant part of the Windcave Solution, the Goods, the Software, or the Documentation which is the subject matter of, or directly related to, the breach

- 10.2 Limitation:** In no event will Windcave's total liability to Customer under this Agreement for any one or more defaults as described in clause 10.1 exceed the amount paid by Customer to Windcave under this Agreement in the 90 days following execution of this Agreement.

- 10.3 Exclusion:** In no event will Windcave be liable to Customer whether in contract, tort (including negligence) or otherwise in respect of any:

Commented [AC36]: Ok

Commented [AC37]: Windcave does not customize its warranties.

Commented [ASS38R37]: Customer has not raised for discussion, resolved issue

Commented [AC39]: Ok

Commented [AC40]: Ok

Commented [AC41]: We cannot agree to mutual indemnity. However, we can remove your obligations as a compromise.

Commented [ASS42R41]: Agreed to remove section

Commented [AC43]: Ok

- 1. punitive, incidental, indirect or consequential damages, damages for loss of profits, business interruption, loss of data, loss of goodwill, arising out of, or in connection with, this Agreement, in each case even if such party has been advised of the possibility of such damages;
- 2. loss, damage, cost or expense suffered or incurred by Customer, to the extent this results from any act or omission by Customer; or
- 3. any event described in Part B, clause 14 (Force Majeure).

11. Commercial Purpose

It is expressly acknowledged and agreed by Customer that the Windcave Solution, the Goods, the Software and the Documentation are supplied to Customer for business and commercial purposes.

12. Termination

12.1 Termination Upon Notice:

- (a) Windcave may terminate this Agreement at any time on not less than 90 days' prior written notice to Customer.
- (b) Customer may terminate this Agreement at any time on not less than 90 days' prior written notice to Windcave, provided:
 - 1. During the Initial Term, Customer will be liable for the Fees for the remainder of the Term, which, notwithstanding clause 3.1, shall be payable immediately on giving such notice;
 - 2. During any Renewal Term, Customer will be liable for the Fees for the remainder of the Term, which, notwithstanding clause 3.1, shall be payable immediately on giving such notice.

12.2 Termination for Cause: Either party (the First Party) may terminate this Agreement at any time and with immediate effect by written notice to the other party (Second Party) if the Second Party:

- (a) is in material breach of any of its obligations under this Agreement, and has failed to remedy the breach within 10 Business Days of receiving written notice from the First Party to remedy the breach; or
- (b) goes into voluntary or involuntary bankruptcy or liquidation or has a receiver appointed; or
- (c) is unable to pay its debts as they become due.

12.3 Breach of License Terms: Without limiting clause 12.2, any use of the Windcave Solution, the Goods, the Software, or the Documentation by Customer for any purpose other than the Permitted Use, or any breach by Customer of the provisions of Part B, clause 16 will be deemed to be a material breach of this Agreement which is not reasonably capable of remedy.

12.4 Consequences:

- (a) Amounts owing at termination: If this Agreement is terminated by Windcave for cause prior to the expiry of the Term, Customer must pay the unpaid balance of the Fees due under this Agreement and the cost of Windcave's reasonable expenses resulting from Customer's breach of this Agreement.
- (b) Expiry or termination of this Agreement will not affect the rights or obligations of the parties which have accrued prior to or accrue on termination or which by their nature are intended to survive termination (including Part B, clauses 3, 5, 7, 8, 9, 10, this 12.4, 13, 16, 17 and 19, together with those clauses which are incidental to, and required in order to give effect to, those clauses).

13. Confidentiality

13.1 Confidential Information: Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:

- (a) disclose or permit to be disclosed to any person; or
- (b) use for itself or to the detriment of the other party; any Confidential Information of the other party except as, and then only to the extent:
 - 1. required by law;
 - 2. that the information is already or becomes public knowledge, otherwise than as a result of a breach, by the receiving party, of any provision of this Agreement;
 - 3. that the information is disclosed to the receiving party, without restriction, by a third party and without any breach of confidentiality by the third party;
 - 4. that the information is developed independently by the receiving party without reliance on any of the Confidential Information of the other party;
 - 5. authorized in writing by the other party; or
 - 6. reasonably required by this Agreement (and, without limiting the effect of this clause, a party may disclose Confidential Information of the other party only to those of its officers, employees or professional advisers on a "need to know" basis, as is reasonably required for the implementation of this Agreement).

MerchantCustomer is a local unit of special purpose government in the State of Florida and subject to certain public records laws as a governmental entity. Any information disclosed by the MerchantCustomer pursuant to the Florida Public Records Laws is not a violation of this Section and is not a breach of this Agreement.

13.2 Windcave's Intellectual Property: Customer acknowledges and agrees that the computer programs, computer software, specifications, databases, images, designs, codes, and configurations, ("Software") contained in or utilized by the equipment and Windcave's network are proprietary and confidential to Windcave and protected under United States copyright law. Customer shall not copy, modify, adopt, translate, merge, reverse engineer, decompile, or disassemble, the equipment or Software, or create any derivative works based on the equipment, Windcave network or Software. Without limiting the effect of clause 13.1, Customer will treat information about Windcave's Intellectual Property as the Confidential Information of Windcave.

14. Force Majeure

14.1 Customer acknowledges that Windcave relies on third-party providers in the delivery of its services, including, but not limited to, wireless data network providers, cellular radio service provided by third parties that is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed because of government regulations or orders, atmospheric and/or topographical conditions, and cellular system modifications, repairs, and upgrades. Customer agrees that Windcave shall not be liable for, and to hold Windcave harmless for any losses, damages, or business interruptions sustained as a result of interruptions caused by its wireless data network providers or any other third-party provider.

14.2 Neither party (the "Affected Party") shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by

- (a) fire, flood, elements of nature or other acts of God;
- (b) any outbreak or escalation of hostilities, war, riots or civil disorders in any country;
- (c) any act or omission of the other party or any government authority;
- (d) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or
- (e) the nonperformance by a third party for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment such as described in clause 14.1.

14.3 In any such event, the Affected Party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable, provided that:

- (a) Notice: whenever the Affected Party becomes aware that such a result has occurred or is likely to occur, the Affected Party will, as soon as practicable, notify the other party by written notice accordingly;
- (b) Continued Performance: each party will continue to use commercially reasonable efforts to perform its obligations as required under this Agreement; and
- (c) No Deemed Acceptance of Extra Costs: neither party will be deemed to have accepted any liability to pay or share any extra costs which may be incurred by the other party in complying with this clause or otherwise resulting from such act, omission or failure; and
- (d) Charges: this clause 14 will not apply in respect of Customer's obligation to pay any charges or Fees payable under this Agreement.

15. License

Commented [AC44]: Ok

Commented [AC45]: Ok

Commented [AC46]: Language reinserted. You are given preferential pricing in exchange for a locked in term.

Commented [ASS47R46]: Agreed during meeting on 28 April 2023

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Commented [AC49]: Ok

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- 15.1 Grant of License:** Windcave grants to Customer a non-exclusive, non-transferable license to use the Windcave Solution, the Goods, the Software and the Documentation for the Term of this Agreement solely for the Permitted Use. Any other use or dealings with the Windcave Solution, the Goods, the Software or the Documentation without the prior written consent of Windcave will be a material breach of this Agreement. Except to the extent specifically authorized under this Agreement, Customer must not sub-license, transfer, assign, rent or sell any of the Windcave Solution, the Goods, the Software or the Documentation or the right to use the Windcave Solution, the Goods, the Software or the Documentation.
- 15.2 Windcave Warranty:** Windcave warrants that Windcave has the right and authority to grant to Customer the license set out at clause 15.1, in accordance with the terms of this Agreement.
- 16. Terms of Use**
- 16.1 Adequacy:** Customer must satisfy itself as to the adequacy, appropriateness and compatibility of the Windcave Solution and/or the Goods for its requirements. Without limiting the foregoing, Customer acknowledges that it has not relied on any statements or representations on the part of Windcave as to performance or functionality, verbal or otherwise, except as expressly recorded in this Agreement.
- 16.2 Windcave Logo:** If Customer uses a capture method for credit or debit card processing using a system which is not hosted by Windcave, Customer agrees to display the Windcave Logo in a readily visible position on the user interface of Customer's system where the credit or debit card data is captured. The Windcave Logo must not be altered or used for any other purpose without the prior written consent of Windcave.
- 16.3 Compliance:** If Customer is not compliant with one or more of the Security Standards, Customer must not capture or store any credit or debit card number or expiry date locally on Customer's or a non-compliant third party's system.
- 16.4 No Right to Copy, Alter or Modify:** Customer may make a reasonable number of copies of the Software for backup and disaster recovery purposes only. Except for such back-up copies, Customer must not, and must not permit any other person to, copy, reproduce, translate, adapt, vary, repair or modify all or any part of the Windcave Solution, the Goods, the Software or the Documentation by any means or in any form without Windcave's prior written consent.
- 16.5 Permitted Use:** Customer may not:
- (a) use the Windcave Solution, the Goods, the Software or the Documentation for any purpose other than the Permitted Use; or
 - (b) use the Software independently of the other components of the Windcave Solution unless Windcave has given prior written consent to do so.
- If this Agreement is terminated, Customer's right to use the Windcave Solution, the Software and the Documentation will automatically terminate and Customer must immediately remove all copies of the Software from its system(s) and return the Windcave Solution, the Goods, the Software and the Documentation to Windcave
- 16.6 Reverse Engineering:** Customer must not, and must not permit any other person to, reverse assemble or decompile the whole or any part of the Software.
- 16.7 No Third-Party Use:** Except as expressly provided for in this Agreement, the Customer must not provide, or otherwise make available, the Windcave Solution the Goods, the Software or the Documentation or any component thereof in any form to any person (a "Third Party") without the prior written consent of Windcave. If Windcave grants such consent, Customer must ensure that the Third Party complies with the provisions of clauses 8, 13, 15 and 16 (so far as those provisions relate to Customer) as if the Third Party were a party to this Agreement. Customer will be liable to Windcave for all acts or omissions of any Third Party in contravention of the provisions of clauses 8, 13, 15 and 16.
- 16.8 Installation:** Customer will be responsible for, and all bear all costs associated with, the installation, operation, maintenance and support of the Goods.
- 16.9 Windcave Testing Prior to Launch:** Prior to any permitted use of Windcave products and/or Software by Customer or any third party, Windcave shall be entitled to test all Windcave products and Software that Customer purchases, rents, or intends to use for at least seven (7) Business Days ("Pre-launch Testing"). Such Pre-launch Testing shall also entitle Windcave to at least three (3) Business Day to test transaction processing and settlement.
- 16.10 Labels:** Customer will not remove or deface any labels affixed by Windcave to the Goods. Customer will not affix any label to the Goods.
- 17. Rental/Loan of Goods**

Where Customer agrees to rent or borrow Goods from Windcave, the following terms and conditions apply:

- (a) **Ownership:** Legal and beneficial ownership of, and title to, the Windcave Solution, the Goods, the Software and the Documentation remains at all times with Windcave;
- (b) **Risk:** Customer will bear the risk of, and be responsible for, all loss (including theft) of or damage to, the Goods from the time that they are first delivered to Customer until the time that they are delivered back to Windcave;
- (c) **Maintain Goods:** Customer must take reasonable steps to avoid exposure of the Goods to excessive heat, dust and moisture, liquids and electrical and physical shock;
- (d) **License Terms:** Customer must comply with all manufacturer's license terms applicable to the Goods (as supplied with the Goods or otherwise notified by Windcave to Customer from time to time);
- (e) **Theft, Seizure, Loss, Damage, Repairs:** If for any reason the Goods are stolen, seized, lost, damaged or require repairs, Customer must immediately advise Windcave of the theft, seizure, loss, damage or repairs required. Customer must pay all costs and comply with Windcave's directions in connection with replacing or recovering the Goods, repairing any damage or the replacing of any parts (fair wear and tear excepted). Customer must continue to pay the Fees while the Goods are being replaced or repaired or, in the event of theft, seizure or loss, while the Goods are missing. Windcave will not be liable for any loss or damage in relation to the unavailability of the Goods;
- (f) **No Dealing or Modifying or Security Interests:** Customer must not sell, lend, lease, transfer, modify or otherwise deal with the Goods without first obtaining Windcave's written consent. Customer must not create, or allow to be created, a security interest over the Goods;
- (g) **Inspection:** Customer must allow Windcave to inspect the Goods at any time during normal business hours, provided that Windcave first gives Customer not less than 2 Business Days' notice;
- (h) **Return of Goods:** When this Agreement ends (either by completion of the Term or by way of termination), Customer will, at Customer's expense, return the Goods, in good working order and undamaged condition (fair wear and tear excepted) to Windcave's place of business. If the Customer fails to return the Goods within 14 Business Days of the end of the Agreement, Customer will pay Windcave the fair value of the Goods as at the completion of the Term;
- (i) **Repossession:** If Customer does not return the Goods when required hereunder, Windcave may (subject to compliance with applicable law) enter any premises where Windcave reasonably believes that the Goods may be located and Customer will provide all reasonable authority and assistance to enable recovery of those Goods by Windcave. Customer will be liable to Windcave for costs incurred by Windcave in recovering the Goods; and
- (j) **Further supply:** The rental of Goods by Windcave to Customer does not guarantee Customer that Windcave will supply Goods beyond the Initial Term.

18. Windcave Support Services

- 18.1 Support:** Windcave will provide the Support Services to Customer.
- 18.2 Emergency Support Services and Other Services:** Windcave may make available the Emergency Support Services. If Customer requires Emergency Support Services and/or services additional to the Support Services Windcave may, if it agrees to provide those services to Customer, charge Customer for those services on a time and materials basis and on such other terms and conditions as may be agreed between the parties.
- 18.3 Alterations to Software:** Windcave may, at its sole discretion, alter, upgrade, update or change the Windcave Solution at any time during the Term of this Agreement. Customer acknowledges and agrees that, if Customer fails to promptly install all updates to any software forming part of the Windcave Solution supplied by Windcave in connection with this Agreement, Customer may be unable to process Transactions and that:
- (a) Windcave will not be liable to Customer under this Agreement in respect of such inability; and
 - (b) Windcave will be released from any obligation to supply the Support Services during any period which Customer has failed to install any such update
- 18.4 Windcave Website:** Customer acknowledges and agrees that Windcave may, at its sole discretion, determine what information, data, features and functionality is made available to Customer via the Windcave Website. Customer agrees to comply with any terms that Windcave may specify in relation to Customer's use of the Windcave Website. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and those on the Windcave Website, the terms and conditions of this Agreement will apply to the extent of that inconsistency or conflict. Windcave will supply user names and passwords to enable authorized users of Customer to access the Windcave

Commented [AC52]: We will provide you with notice if we are altering or updating the Windcave software. We would only do this to improve our terminals or our software.

Commented [ASS53R52]: Not raised by customer in meeting on 28 April 23, resolved

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Commented [AC55]: Ok

Website. Customer must keep such user names and passwords secure and made known only to authorized users and will be responsible for all use of the Windcave Website through use of Customer's user names and passwords. If Customer breaches any term of this Agreement or the terms of use of the Windcave Website, Windcave may disable Customer's user names and passwords.

18.5 Refunds: Customer authorizes Windcave to process repayment transactions to its patrons, who have previously made payment using Windcave solutions, on a one-to-one matching basis ("Refund Transactions"). Customer shall be solely responsible for auditing Refund Transactions and determining that a one-to-one match is made between a transaction and its matching Refund Transaction. Customer accepts all liability for Refund Transactions. Windcave shall not be liable for any losses or damages incurred as a result of a Refund Transaction.

18.6 Offline Mode: Customer authorizes Windcave to enable processing of credit cards offline in the event of an internet failure ("Offline Mode"). In addition, Customer authorizes Windcave to enact service in Offline Mode until internet service is restored for a maximum of 4 hours per event. Transactions in Offline Mode are capped at \$50.00 maximum per transaction per card and a maximum of 500 transactions processed per device per Offline Mode event. Transactions in Offline Mode are also capped at \$1,000.00 per device per Offline Mode event. Customer and Windcave agree and acknowledge that Windcave is not liable for unsuccessful transactions that are a result of Offline Mode transaction processing. Customer is responsible with acquiring approval from its banking partner for operation of Offline Mode. Windcave is not liable if the terms of this Clause or the operation of Offline Mode causes Customer's account to be downgraded, shut down, disrupted, or otherwise adversely impacted in any way.

19. General

19.1 Entire Agreement: This Agreement including all schedules hereto records the entire arrangement between the parties relating to all matters dealt with in this Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters.

19.2 Disputes: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. If the parties fail to negotiate a resolution to a dispute within a reasonable time (not exceeding 20 Business Days from formal notice of the dispute being given by one party to the other), either party may require that the dispute be submitted to mediation. ~~Through JAMS a mutually acceptable mediator, such mediation to take place in Phoenix, Arizona physically in Miami-Dade County, Florida, or virtually through an agreed-upon virtual platform. A mediator shall be selected by mutual agreement or through procedures provided by JAMS. In such case:~~

- (a) the mediator will not be acting as an expert or as an arbitrator;
- (b) the mediator will determine the procedure and timetable for the mediation; and
- (c) the parties will share equally the cost of the mediation.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with the dispute resolution process above. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this clause 19.2 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

19.3 Waiver: No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by either party shall in any way limit or waive the right of such party to subsequently enforce and compel strict compliance with the provisions of this Agreement.

19.4 Severance: Any provision in this Agreement which is or becomes unenforceable, illegal or invalid for any reason shall be severed and shall not affect the enforceability, legality, validity or application of any other provision which shall remain in full force and effect.

19.5 Assignment: Windcave may assign all or any of its rights and obligations under this Agreement to related entities and successors without Customer's consent. Should we assign, you will be granted the ability to terminate within 30 days of assignment. Customer may not transfer or assign any of its liabilities or rights under this Agreement to any other person without Windcave's prior written consent (such consent not to be unreasonably withheld, provided Windcave is satisfied as to the suitability of the assignee and Customer pays to Windcave its reasonable costs incurred in connection with the assignment).

19.6 Amendment: Except as expressly provided for in this Agreement, no amendment to this Agreement will be valid unless recorded in writing and signed by a duly authorized senior representative of each party.

19.7 Governing Law and Jurisdiction: ~~This agreement is governed by the laws of the State of Florida. Section left intentionally blank. This Agreement is governed by the laws of Arizona/Florida. Subject to the terms of clause 19.2, the parties submit to the jurisdiction of the courts of the State of Arizona/Florida in respect of all matters relating to this Agreement.~~

19.8 Remedies: The rights, powers and remedies provided in this Agreement are not exclusive of any rights, powers or remedies provided by law.

19.9 Subcontracting: Windcave may engage the services of subcontractors to perform any of its obligations under this Agreement.

19.10 Counterparts and Copies: This Agreement may be signed in any number of counterpart copies which, read together, will constitute one and the same document. Any facsimile copy of this agreement or copy of this agreement sent via email in PDF format (including any facsimile copy or copy sent via email in PDF format, of any document evidencing either party's signature of this agreement) may be relied upon by the other party as if it were an original copy. This Agreement may be entered into on the basis of an exchange of such facsimile or PDF copies.

19.11 Notices: Any notice or other communication to be given under this Agreement must be in writing and must be served by one of the following means and in respect of each is deemed to have been served as described:

- (a) By personal delivery – when received by the party.
- (b) By post by registered or regular first class mail – on the second working day following the date of posting in the United States mail to the addressee's registered office.
- (c) By email – when acknowledged by the party by return email or otherwise in writing.

The addresses for the parties for Notices shall be as set out on Page 1 of this Agreement or such other address as either party specifies by notice in writing to the other given in accordance with this clause 19.11.

19.12 Conflicts: In the event of any conflict or inconsistency between this Agreement and the terms of a purchase order made by Customer to Windcave, this Agreement shall govern and control.

19.3 E-Verify: Windcave, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees.

19.14 Public Records.

(a) Windcave shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall keep and maintain public records required by Customer to perform the services or work set forth in this Agreement.

(b) Windcave acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to Customer pursuant to Section 119.0701(3), Florida Statutes. If notified by Customer of a public records request for records not in the possession of Customer but in possession of Windcave, Windcave shall provide such

Commented [AC56]: We can agree to remain silent on this point.

Commented [ASS57R56]: For further negotiation after Windcave receives feedback from Synovus

Commented [AC58]: Language reinserted. Our goal is for any dispute to be solved amicably before the need for costly judicial involvement.

Commented [ASS59R58]: Not raised in meeting 28 April 23, resolved

Commented [AC60]: Windcave needs to have ability to assign in the event of a corporate re-org or merger. For example, our US entity went from being an LLC to an Inc. If we had to go to each of our thousands of customers asking for assignment, we would need to hire additional team members just to accomplish such a task. Should we assign, you will be granted the ability to terminate within 30 days of assignment.

Commented [ASS61R60]: Not raised in meeting on 28 April 23, resolved

Commented [AC62]: Language reinserted.

Commented [GEW63]: Pursuant to email received 4/20/23 from Ah Song Woo

Commented [AC64]: Section left intentionally blank. It is not commercial for us to litigate a dispute in Florida, given the amount in controversy. As a compromise, we can remain silent on this point.

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REEF Confidential

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records to Customer or allow the records to be inspected or copied within a reasonable time. Windcave acknowledges that should Windcave fail to provide the public records to Customer within a reasonable time, Windcave may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(c) IF WINDCAVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WINDCAVE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, WINDCAVE MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR CUSTOMER AT:

WRATHELL, HUNT AND ASSOCIATES, LLC.

2300 GLADES ROAD #410W

BOCA RATON, FL 33431

TELEPHONE: (877)276-0889

EMAIL: WRATHELLC@WHHASSOCIATES.COM



1601 N. 7th St., Suite 420, Phoenix, AZ 85006, USA

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the total amount due on all invoices each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 7 days prior to the payment being collected.

Please complete the information below:

The contracted party _____ and 110421 _____ authorizes Windcave Inc.
 (Company Name) (Customer ID)

to charge the bank account indicated below on the 10th, 25th, or 30th of each month for full payment of goods and/or services invoiced.

Business Billing Information

Billing Address _____ Phone# _____
 City, State, Zip _____ Email _____

Bank Details

Checking Savings

Name on Acct _____
 Bank Name _____
 Account Number _____
 Bank Routing # _____
 Bank City/State _____
 Bank Rep. () - _____



PRINT NAME _____

SIGNATURE _____ DATE _____

As signatory, I certify that I am an authorized representative of the contracted party named above ("Company") and that I have the authority to authorize these payments on behalf of Company. Company understands that this authorization will remain in effect until it is canceled in writing, and Company agrees to notify Windcave Inc. ("Windcave") in writing of any changes to its account information or termination of this authorization at least 15 days prior to the next billing date. If the payment due dates fall on a weekend or holiday, Company understands that the payments may be executed on the next business day. For automated clearing house ("ACH") debits to Company's checking/ savings account, Company understands that because these are electronic transactions, these funds may be withdrawn from Company's account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF), Company understands that Windcave may at its discretion attempt to process the charge again within 30 days, and agrees to an additional \$35 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. Company has certified that the above business bank account is enabled for ACH transactions, and agrees to reimburse Windcave for all penalties and fees incurred as a result of Company's bank rejecting ACH as a result of the account not being properly configured for ACH transactions. Company agrees to be bound by the NACHA Operating Rules as they pertain to these transactions. Company acknowledges that the origination of ACH transactions to the account must comply with the provisions of all applicable U.S. law. Company agrees it will not dispute these scheduled transactions with its bank; so long as the transactions correspond to the terms indicated in this authorization form.

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
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**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	Governmental Funds		Total
	General	Debt Service Series 2014B	Governmental Funds
ASSETS			
Wells Fargo - operating	\$ 7,019,496	\$ -	\$ 7,019,496
Finemark	125,007	-	125,007
Finemark - ICS	836,290	-	836,290
Iberia	252,476	-	252,476
Accounts receivable	10	-	10
Undeposited funds	-	72,127	72,127
Due from governmental funds			
General fund	-	711,120	711,120
Investments			
Reserve B	-	963,712	963,712
Revenue B	-	2,368,543	2,368,543
Prepayment B	-	3,328	3,328
Prepaid expense	439	-	439
Deposits	4,550	-	4,550
Due from contractor	930	-	930
Due from Site Centers	360,701	-	360,701
Due from Cory Giordano	96,891	-	96,891
Due from PPF AMLI	102,735	94,194	196,929
Due from other	716	-	716
Total assets	<u>\$ 8,802,094</u>	<u>\$ 4,213,060</u>	<u>\$ 13,015,154</u>
LIABILITIES			
Liabilities:			
Accounts payable	\$ 14,600	\$ -	\$ 14,600
Credit card payable	770	-	770
Restroom deposits	250	-	250
Due to governmental funds			
Debt service - 2014B	711,120	-	711,120
Due to enterprise fund	4,229,013	-	4,229,013
Due to Developer	75	-	75
Total liabilities	<u>4,955,828</u>	<u>-</u>	<u>4,955,828</u>
DEFERRED INFLOWS OF RESOURCES			
Unearned revenue	-	1,080,125	1,080,125
Deferred receipts	557,298	330,108	887,406
Total deferred inflows of resources	<u>557,298</u>	<u>1,410,233</u>	<u>1,967,531</u>
FUND BALANCES			
Restricted for:			
Unassigned	2,526,504	-	2,526,504
Total fund balances	<u>3,288,968</u>	<u>2,802,827</u>	<u>6,091,795</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,802,094</u>	<u>\$ 4,213,060</u>	<u>\$ 13,015,154</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessments: on-roll (net of discounts)	\$ 8,082	\$ 390,872	\$ 433,458	90%
Assessments: off-roll	908,813	2,185,320	2,819,159	78%
Interest & miscellaneous	249	1,403	708	198%
Total revenues	<u>917,144</u>	<u>2,577,595</u>	<u>3,253,325</u>	79%
EXPENDITURES				
Administrative				
Supervisors	600	1,200	12,000	10%
FICA	42	84	918	9%
Engineering	1,600	4,900	15,000	33%
Consulting services	-	1,665	57,500	3%
Legal	6,405	8,635	60,000	14%
Management	5,179	31,076	62,151	50%
Assessment roll preparation	389	2,334	4,668	50%
Audit	-	-	8,300	0%
Postage	-	43	600	7%
Worker's compensation	-	2,528	4,100	62%
Printing and binding	50	300	600	50%
Legal advertising	-	-	1,250	0%
Bank charges	-	-	1,500	0%
Property taxes	-	-	200	0%
Arbitrage rebate	-	-	1,250	0%
Assessment collection (tax collector)	85	3,907	4,515	87%
ADA website compliance	-	-	210	0%
Web hosting	-	705	705	100%
Annual filing fee	-	175	175	100%
Field				
Security services	48,549	264,163	700,000	38%
Street sweeping	4,508	27,048	63,000	43%
Landscape	21,186	201,957	340,000	59%
Road cleaning	1,350	8,100	60,000	14%
Other services	-	-	720	0%
Waste removal	1,306	6,327	18,000	35%
Telephone	358	2,639	2,500	106%
Electricity	2,115	11,316	68,000	17%

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Utilities:				
Rentals: general	-	-	10,000	0%
Repairs & maintenance:				
General	9,402	33,419	76,500	44%
Grounds	6,767	29,672	90,000	33%
Plant replacement	3,383	29,337	85,000	35%
Signage	63	155	2,000	8%
Printing and binding	-	-	600	0%
Holiday decorations	-	43,638	100,000	44%
Radio	1,466	1,466	3,000	49%
Licenses & permits	-	-	750	0%
Security	2,310	12,832	25,000	51%
Office & operating supplies	736	10,124	12,000	84%
Office equipment	-	-	3,000	0%
General capital outlay	-	-	50,000	0%
Landscape light fixtures (Holmes)	12,469	12,469	45,000	28%
M Park - dog park	-	-	225,000	0%
Contingencies	24,840	26,352	60,000	44%
Fund balances - beginning	<u>2,624,522</u>	<u>1,956,881</u>	<u>2,627,842</u>	
Committed				
Assigned				
3 months working capital	863,322	863,322	863,322	
Disaster recovery	150,000	150,000	150,000	
Unassigned	<u>2,275,646</u>	<u>2,275,646</u>	<u>1,614,496</u>	
Fund balance - ending	<u><u>\$3,288,968</u></u>	<u><u>\$3,288,968</u></u>	<u><u>\$2,627,818</u></u>	

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014B
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessments: on-roll (net of discounts)	\$ 5,959	\$ 288,196	\$ 319,597	90%
Assessments: off-roll	-	-	1,643,012	0%
Interest and miscellaneous	6,089	35,479	-	N/A
Total revenues	<u>12,048</u>	<u>323,675</u>	<u>1,962,609</u>	16%
Debt service				
Principal	-	-	945,000	0%
Principal prepayment	-	15,000	-	N/A
Interest expense	-	502,262	1,004,525	50%
Total debt service	<u>-</u>	<u>517,262</u>	<u>1,949,525</u>	27%
Administration				
Trustee fees	-	-	3,163	0%
Assessment services	416	2,496	4,993	50%
Arbitrage calculation	-	500	600	83%
Dissemination agent	-	-	1,000	0%
Tax collector	59	2,880	3,329	87%
Total administration	<u>475</u>	<u>5,876</u>	<u>13,085</u>	45%
Total expenditures	<u>475</u>	<u>523,138</u>	<u>1,962,610</u>	27%
Excess/(deficiency) of revenues over/(under) expenditures	11,573	(199,463)	(1)	

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
PARKING GARAGE (PROPRIETARY FUND)
MARCH 31, 2023**

ASSETS	Balance
Current assets:	
Wells Fargo - garage	\$ 3,732,094
Petty cash	2,000
Undeposited funds	1,236
Finemark	125,007
Finemark - ICS	784,334
Accounts receivable	13,077
Due from Developer	
Due from general fund	4,229,013
Due from debt service -2014B	
Due from other	8,114
Investments	
Prepayment A	1,705
Reserve A	996,187
Revenue A	505,554
Prepaid expense	760
Total current assets	10,399,081
Noncurrent assets:	
Furniture, fixtures & equipment	298,506
Accumulated depreciation	(34,431,673)
Total capital assets, net of accumulated depreciation	29,421,861
Total noncurrent assets	29,421,861
Total assets	39,820,942
LIABILITIES	
Current liabilities:	
Accounts payable	77,795
Credit card payable	(35)
Sales tax payable	27,992
City tax payable	62,868
Bonds payable - current	2,195,000
Total current liabilities	2,767,895
Noncurrent liabilities:	
Total noncurrent liabilities	48,274,882
Total liabilities	51,042,777
DEFERRED INFLOWS OF RESOURCES	
Deferred receipts	5,215
NET POSITION	
Net investment in capital assets	(16,730,293)
Restricted for:	
Unrestricted	3,051,502

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PARKING GARAGE (PROPRIETARY FUND)
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
OPERATING REVENUES				
Parking fees	\$ 347,264	\$ 2,023,811	\$ 4,300,000	47%
Off-street parking	653	3,274	11,000	30%
Total revenues	<u>347,917</u>	<u>2,027,085</u>	<u>4,311,000</u>	47%
OPERATING EXPENSES				
Administrative				
Engineering	-	-	30,000	0%
Consulting services	-	-	8,500	0%
Arbitrage rebate	-	500	750	67%
Dissemination agent	-	-	1,000	0%
Bank charges	-	-	7,000	0%
Mgmt and accounting	1,633	9,800	19,599	50%
Trustee fees	-	-	12,650	0%
Credit card fees	28,345	186,444	338,690	55%
Total administrative	<u>29,978</u>	<u>196,744</u>	<u>418,189</u>	47%
Contracts:				
Janitorial	38,408	228,321	545,000	42%
Parking	58,206	456,886	1,300,000	35%
Security services	20,807	113,213	300,000	38%
Elevator	6,803	52,973	100,000	53%
Air conditioning	204	510	1,500	34%
Waste removal	368	1,784	6,000	30%
Electricity	10,537	47,723	135,000	35%
General liability	-	37,353	40,964	91%
Worker's compensation	-	1,685	4,000	42%
Repairs and maintenance:				
General	1,991	15,745	65,000	24%
Air conditioning	-	1,290	4,000	32%
Signage	1,229	2,758	4,000	69%

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PARKING GARAGE (PROPRIETARY FUND)
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Elevators(repairs and maintenance)	3,073	5,698	15,000	38%
Elevators(graphics,flooring, ceiling & lgt cvs)	-	32	20,000	0%
Licenses & permits	-	-	3,500	0%
Security enhancements	480	1,182	12,000	10%
Signage, directories, banner & beautification	3,140	6,422	50,000	13%
Office & operating supplies	860	11,465	15,000	76%
Capital outlak - NB Waterproofing membrane	-	127,000	-	N/A
Interlocal agreement	-	3,498,188	4,696,376	74%
Interest and miscellaneous	3,895	21,583	(8,000)	-270%
Interest expense: series 2014A	-	(606,412)	(2,425,650)	25%
Depreciation	-	(529,625)	(2,118,501)	25%
Total non operating revenues/(expenses)	<u>3,895</u>	<u>2,383,734</u>	<u>144,225</u>	1653%
Change in net position	103,796	2,541,280	678,508	
Total net position - beginning	(11,330,846)	(13,768,330)	(12,454,199)	
Net position - ending				
Invested in capital assets, net of related debt*	(17,407,295)	(17,407,295)	(17,407,295)	
Restricted for debt service	1,304,200	1,304,200	1,304,200	
Assigned				
Parking garage improvements**	600,000	600,000	600,000	
Disaster recovery**	150,000	150,000	150,000	
Working capital**	200,000	200,000	200,000	
Unrestricted*	3,926,045	3,926,045	3,377,404	
Total net position - ending	<u><u>\$(11,227,050)</u></u>	<u><u>\$(11,227,050)</u></u>	<u><u>\$(11,775,691)</u></u>	

*These amounts are affected by estimates and non-cash transactions (such as depreciation) and will change pursuant to the annual audits.

**The following amounts are held in cash; however, working capital may fluctuate below budget to cover current obligations.

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS OF AMERICA FINANCIAL STATEMENT
FOR THE PERIOD ENDED MARCH 31, 2023**

	North Block	South Block	Mid-Block East	Off Street Parking	Total
REVENUES					
Monthly parking	\$ 407,543	\$ 296,343	\$ 23,424	\$ -	\$ 727,310
Paystation revenue	1,491,830.81	281,022.50	-	-	1,772,853.31
Validation	4,805.00	210.00	16,654.00	-	21,669.00
Miscellaneous income	856.00	-	-	-	856.00
City of Miami (off street parking)	-	-	-	3,273.70	3,273.70
Total revenues	<u>1,905,034.84</u>	<u>577,575.92</u>	<u>40,077.81</u>	<u>3,273.70</u>	<u>2,525,962.27</u>
Parking payroll					
Wages - attendant	93,916.11	-	-	-	93,916.11
Wages - management	80,711.94	-	-	-	80,711.94
Health insurance	2,272.41	-	-	-	2,272.41
Social Security/Medicare	1,375.00	-	-	-	1,375.00
Federal Unemployment	456.78	-	-	-	456.78
State Unemployment	0.04	-	-	-	0.04
Payroll taxes	23,033.95	-	-	-	23,033.95
Employee benefits	8,823.31	-	-	-	8,823.31
Workmen's comp. insurance	18,160.17	-	-	-	18,160.17
PPACA fee	1,375.00	-	-	-	1,375.00
Payroll processing	4,616.50	-	-	-	4,616.50
Operating supplies	4,710.70	-	-	-	4,710.70
Printing	56.47	-	-	-	56.47
Contract labor	0.73	-	-	-	0.73
Business license	348.00	-	-	-	348.00
Permits	16.61	-	-	-	16.61
Auto damage claims	18,164.71	-	-	-	18,164.71
Ins claims processing fee	15,000.00	-	-	-	15,000.00
Service contracts/warranties	38,625.00	-	-	-	38,625.00
Total R & M expenses	<u>38,625.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,625.00</u>
Insurance					
General liability	10,320.00	7,680.00	1,830.00	-	19,830.00
GKLL	765.00	984.00	-	-	1,749.00
Total insurance expenses	<u>11,085.00</u>	<u>8,664.00</u>	<u>1,830.00</u>	<u>-</u>	<u>21,579.00</u>
COGS - Dental Insurance	40.02	-	-	-	40.02
COGS - Life Insurance	12.54	-	-	-	12.54

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS OF AMERICA FINANCIAL STATEMENT
FOR THE PERIOD ENDED MARCH 31, 2023**

	North Block	South Block	Mid-Block East	Off Street Parking	Total
Administration expenses					
Cellular phone	1,174.86	(16.84)	(41.77)	-	1,116.25
Internet services	1,503.04	-	-	-	1,503.04
Base management fee	14,838.00	5,028.00	1,002.00	-	20,868.00
Accounting fees	1,500.00	2,628.00	1,140.00	-	5,268.00
IT support	510.00	510.00	510.00	-	1,530.00
Lanier Connect	8,250.00	3,039.00	675.00	-	11,964.00
Meals/Entertainment of Client	920.61	-	-	-	920.61
Miscellaneous expenses	591.79	-	-	-	591.79
Total administration expenses	<u>63,441.38</u>	<u>17,005.85</u>	<u>3,919.71</u>	<u>-</u>	<u>84,366.94</u>
Total operating expenses	425,466.35	25,669.85	5,749.71	-	456,885.91
Net operating income/(loss)	<u>\$ 1,479,568.49</u>	<u>\$ 551,906.07</u>	<u>\$ 34,328.10</u>	<u>\$ 3,273.70</u>	<u>\$ 2,069,076.36</u>
Total operating expense/Net due	<u>\$ 365,466.35</u>	<u>\$ 25,669.85</u>	<u>\$ 5,749.71</u>	<u>\$ -</u>	<u>\$ 396,885.91</u>
Total operating expenses	\$ 425,466.35	\$ 25,669.85	\$ 5,749.71	\$ -	\$ 456,885.91
Less: Monthly parking	-	-	-	-	-
Less: base reimbursements	(60,000.00)	-	-	-	(60,000.00)
Various adjustments	-	-	-	-	-
Net Pd/due Lanier System Part	<u>\$ 365,466.35</u>	<u>\$ 25,669.85</u>	<u>\$ 5,749.71</u>	<u>\$ -</u>	<u>\$ 396,885.91</u>

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS OF AMERICA (NORTH BLOCK) FINANCIAL STATEMENT
FOR THE PERIOD ENDED EACH MONTH DURING FISCAL YEAR 2023**

	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Total
REVENUES													
Monthly parking	\$ 48,355.00	\$ 74,034.50	\$ 74,337.36	\$ 62,276.99	\$ 66,302.18	\$ 82,237.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 407,543
Paystation revenue	269,968.00	231,893.25	325,504.56	209,674.50	217,457.50	237,333.00	-	-	-	-	-	-	1,491,830.81
Validation	200.00	1,167.00	678.00	1,391.00	551.00	818.00	-	-	-	-	-	-	4,805.00
Miscellaneous Income	-	-	-	-	856.00	-	-	-	-	-	-	-	856.00
Total revenues	318,523.00	307,094.75	400,519.92	273,342.49	285,166.68	320,388.00	-	-	-	-	-	-	1,905,034.84
EXPENSES													
Parking payroll													
Wages - attendant	17,185.50	13,562.94	20,393.70	16,729.55	12,193.11	13,851.31	-	-	-	-	-	-	93,916.11
Wages - accountant	2,712.89	2,870.65	3,294.38	2,934.46	2,684.01	3,068.51	-	-	-	-	-	-	17,564.90
Wages - management	12,186.20	18,257.05	13,835.29	13,835.30	9,763.60	12,834.50	-	-	-	-	-	-	80,711.94
Payroll taxes	4,628.59	4,162.91	4,502.79	4,019.90	2,553.06	3,166.70	-	-	-	-	-	-	23,033.95
Social Security/Medicare	-	-	-	-	228.39	228.39	-	-	-	-	-	-	456.78
Federal Unemployment	-	-	-	-	5.93	-	-	-	-	-	-	-	5.93
State Unemployment	-	-	-	-	0.04	-	-	-	-	-	-	-	0.04
Employee benefits	1,921.30	1,561.10	1,688.54	1,507.49	957.38	1,187.50	-	-	-	-	-	-	8,823.31
Health insurance	876.81	-	-	-	697.80	697.80	-	-	-	-	-	-	2,272.41
Workmen's comp. insurance	3,573.91	3,299.10	3,568.49	3,185.78	2,023.29	2,509.60	-	-	-	-	-	-	18,160.17
PPACA fee	225.00	250.00	250.00	225.00	200.00	225.00	-	-	-	-	-	-	1,375.00
Payroll processing	845.65	829.12	896.83	848.53	534.02	662.35	-	-	-	-	-	-	4,616.50
Total administrative	44,155.85	44,792.87	48,430.02	43,286.01	31,840.63	38,431.66	-	-	-	-	-	-	250,937.04
Operating expenses													
Uniforms	-	-	-	920.90	-	-	-	-	-	-	-	-	920.90
Operating supplies	-	433.50	2,118.57	1,228.12	407.63	522.88	-	-	-	-	-	-	4,710.70
Equipment rental	-	292.67	-	865.59	215.00	-	-	-	-	-	-	-	1,373.26
Tickets parking/violation	8,426.00	-	-	-	8,589.40	-	-	-	-	-	-	-	17,015.40
Printing	-	-	-	-	56.47	-	-	-	-	-	-	-	56.47
Contract labor	-	0.73	-	-	-	-	-	-	-	-	-	-	0.73
Security services	515.49	-	-	1,557.56	-	1,645.54	-	-	-	-	-	-	3,718.59
Business license	-	348.00	-	-	-	-	-	-	-	-	-	-	348.00
Permits	-	-	-	-	16.61	-	-	-	-	-	-	-	16.61
Auto damage claims	-	-	7,078.90	243.00	10,842.81	-	-	-	-	-	-	-	18,164.71
Ins claims processing fee	-	15,000.00	-	-	-	-	-	-	-	-	-	-	15,000.00
Total operating expenses	8,941.49	16,074.90	9,197.47	4,815.17	20,127.92	2,168.42	-	-	-	-	-	-	61,325.37
R & M													
Service contracts/warranties	-	-	-	23,175.00	15,450.00	-	-	-	-	-	-	-	38,625.00
Total R & M expenses	-	-	-	23,175.00	15,450.00	-	-	-	-	-	-	-	38,625.00

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS OF AMERICA (NORTH BLOCK) FINANCIAL STATEMENT
FOR THE PERIOD ENDED EACH MONTH DURING FISCAL YEAR 2023**

	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Total
Insurance													
General liability	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	1,720.00	-	-	-	-	-	-	10,320.00
GKLL	127.50	127.50	127.50	127.50	127.50	127.50	-	-	-	-	-	-	765.00
Total insurance expenses	1,847.50	1,847.50	1,847.50	1,847.50	1,847.50	1,847.50	-	-	-	-	-	-	11,085.00
COGS													
COGS - Dental Insurance	-	-	-	-	20.01	20.01	-	-	-	-	-	-	40.02
COGS - Life Insurance	-	-	-	-	6.27	6.27	-	-	-	-	-	-	12.54
Total COGSe expenses	-	-	-	-	26.28	26.28	-	-	-	-	-	-	52.56
Administration expenses													
Cellular phone	123.98	252.09	18.89	277.86	301.26	200.78	-	-	-	-	-	-	1,174.86
Internet services	292.51	469.06	132.01	132.40	319.65	157.41	-	-	-	-	-	-	1,503.04
Base management fee	2,473.00	2,473.00	2,473.00	2,473.00	2,473.00	2,473.00	-	-	-	-	-	-	14,838.00
Accounting fees	250.00	250.00	250.00	250.00	250.00	250.00	-	-	-	-	-	-	1,500.00
IT support	85.00	85.00	85.00	85.00	85.00	85.00	-	-	-	-	-	-	510.00
Banking fees	530.20	387.46	402.81	365.40	481.11	447.90	-	-	-	-	-	-	2,614.88
Network security	-	-	-	-	-	85.00	-	-	-	-	-	-	85.00
Credit card fees	5,959.74	6,314.82	-	7,432.76	5,149.62	4,758.76	-	-	-	-	-	-	29,615.70
Accounts receivable	150.00	150.00	150.00	150.00	150.00	150.00	-	-	-	-	-	-	900.00
Recruiting	156.25	156.25	156.25	156.25	156.25	156.25	-	-	-	-	-	-	937.50
Lanier Connect	1,300.00	1,300.00	1,300.00	1,450.00	1,450.00	1,450.00	-	-	-	-	-	-	8,250.00
Meals/Entertainment of Client	-	-	920.61	-	-	-	-	-	-	-	-	-	920.61
Miscellaneous expense	3,145.86	(2,554.07)	-	-	-	-	-	-	-	-	-	-	591.79
Total administration expenses	14,466.54	9,283.61	5,888.57	12,772.67	10,815.89	10,214.10	-	-	-	-	-	-	63,441.38
Total operating expenses	69,411.38	71,998.88	65,363.56	85,896.35	80,108.22	52,687.96	-	-	-	-	-	-	425,466.35
Net operating income/(loss)	249,111.62	235,095.87	335,156.36	187,446.14	205,058.46	267,700.04	-	-	-	-	-	-	1,479,568.49
Total operating expenses	69,411.38	71,998.88	65,363.56	85,896.35	80,108.22	52,687.96	-	-	-	-	-	-	425,466.35
Less: base reimbursements	(60,000.00)	-	-	-	-	-	-	-	-	-	-	-	(60,000.00)
Total operating expenses/Net due	\$ 9,411.38	\$ 71,998.88	\$ 65,363.56	\$ 85,896.35	\$ 80,108.22	\$ 52,687.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365,466.35

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS OF AMERICA (MID BLOCK) FINANCIAL STATEMENT
FOR THE PERIOD ENDED EACH MONTH DURING FISCAL YEAR 2023**

	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Total
REVENUES													
Monthly parking	\$ 2,565.00	\$ 2,755.00	\$ 5,224.96	\$ 6,133.85	\$ 2,850.00	\$ 3,895.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,423.81
Validation	3,170.00	3,288.00	-	4,104.00	1,720.00	4,372.00	-	-	-	-	-	-	16,654.00
Total revenues	5,735.00	6,043.00	5,224.96	10,237.85	4,570.00	8,267.00	-	-	-	-	-	-	40,077.81
EXPENSES													
Parking payroll													
Total administrative	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating expenses													
Signage	-	-	-	-	-	-	-	-	-	-	-	-	-
Total operating expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
R & M													
Total R & M expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
COGS - Dental Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
COGS - Life Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total insurance expenses	610.00	-	-	-	610.00	-	-	-	-	-	-	-	-
Administration expenses													
Cellular phone	-	-	(41.77)	-	-	-	-	-	-	-	-	-	(41.77)
Base management fee	167.00	167.00	167.00	167.00	167.00	167.00	-	-	-	-	-	-	1,002.00
Accounting fees	190.00	190.00	190.00	190.00	190.00	190.00	-	-	-	-	-	-	1,140.00
Banking fees	5.91	5.99	5.99	5.75	4.73	4.85	-	-	-	-	-	-	33.22
Accounts receivable	92.50	92.50	92.50	92.50	115.63	115.63	-	-	-	-	-	-	601.26

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
LPS AMERICA (SOUTH BLOCK) FINANCIAL STATEMENT
FOR THE PERIOD ENDED EACH MONTH DURING FISCAL YEAR 2023**

	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Total
REVENUES													
Monthly parking	\$ 43,225.09	\$ 48,849.00	\$ 47,121.71	\$ 56,319.41	\$ 53,118.21	\$ 47,710.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 296,343.42
Paystation revenue	45,743.00	38,934.00	50,250.00	46,649.50	48,041.00	51,405.00	-	-	-	-	-	-	281,022.50
Validation	105.00	-	-	-	-	105.00	-	-	-	-	-	-	210.00
Total revenues	89,073.09	87,783.00	97,371.71	102,968.91	101,159.21	99,220.00	-	-	-	-	-	-	577,575.92
EXPENSES													
Parking payroll													
Total administrative	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating expenses													
Total operating expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
R & M													
GKLL	164.00	164.00	164.00	164.00	164.00	164.00	-	-	-	-	-	-	984.00
COGS													
COGS - Dental Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
COGS - Life Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total insurance expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration expenses													
Cellular phone	-	-	(16.84)	-	-	-	-	-	-	-	-	-	(16.84)
Base management fee	838.00	838.00	838.00	838.00	838.00	838.00	-	-	-	-	-	-	5,028.00
Accounting fees	438.00	438.00	438.00	438.00	438.00	438.00	-	-	-	-	-	-	2,628.00
IT support	85.00	85.00	85.00	85.00	85.00	85.00	-	-	-	-	-	-	510.00
Recruiting	164.00	205.00	164.00	164.00	164.00	164.00	-	-	-	-	-	-	1,025.00
Lanier Connect	498.00	498.00	498.00	515.00	515.00	515.00	-	-	-	-	-	-	3,039.00
Total operating expenses	3,631.13	4,370.37	3,614.64	5,022.20	4,381.10	4,650.41	-	-	-	-	-	-	25,669.85
Total operating expenses/Net due	\$ 3,631.13	\$ 4,370.37	\$ 3,614.64	\$ 5,022.20	\$ 4,381.10	\$ 4,650.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,669.85

**MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT
OFF-STREET PARKING
FOR THE PERIOD ENDED EACH MONTH DURING FISCAL YEAR 2023**

<u>Month</u>	<u>Year</u>	<u>Amount</u>
October	2022	\$ 654.88
November	2022	751.62
December	2022	631.23
January	2023	583.45
February	2023	652.52
March	2023	
April	2023	
May	2023	
June	2023	
July	2023	
August	2023	
September	2023	-
		<u>\$ 3,273.70</u>

**MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT
CHECK REGISTER
MARCH 31, 2023**

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Liability Check		03/03/2023	QuickBooks Payro...	101.002 · Wells Far...		-9,031.60
				512.001 · Payroll S...	-5.25	5.25
			QuickBooks Payroll ...	2110 · Direct Depos...	-9,026.35	9,026.35
TOTAL					-9,031.60	9,031.60
Liability Check		03/17/2023	QuickBooks Payro...	101.002 · Wells Far...		-9,031.60
				512.001 · Payroll S...	-5.25	5.25
			QuickBooks Payroll ...	2110 · Direct Depos...	-9,026.35	9,026.35
TOTAL					-9,031.60	9,031.60
Liability Check		03/31/2023	QuickBooks Payro...	101.002 · Wells Far...		-9,031.58
				512.001 · Payroll S...	-5.25	5.25
			QuickBooks Payroll ...	2110 · Direct Depos...	-9,026.33	9,026.33
TOTAL					-9,031.58	9,031.58
Bill Pmt -Check	CBI	03/03/2023	Kings III of Americ...	101.002 · Wells Far...		-571.34
Bill	2384845	03/02/2023		541.003 · Telephone	-408.10	408.10
Bill	2384846	03/02/2023		541.003 · Telephone	-163.24	163.24
TOTAL					-571.34	571.34
Check	CBI	03/16/2023	Kone Inc.	101.002 · Wells Far...		-1,121.00
				534.072 · Contracts...	-1,121.00	1,121.00
TOTAL					-1,121.00	1,121.00
Bill Pmt -Check	CBI	03/24/2023	Kone Inc.	101.002 · Wells Far...		-3,073.49
Bill	1158432663	03/23/2023		546.086 · R&M - El...	-1,303.19	1,303.19
Bill	1158479920	03/23/2023		546.086 · R&M - El...	-792.20	792.20
Bill	1158497618	03/23/2023		546.086 · R&M - El...	-518.48	518.48
Bill	1158497619	03/23/2023		546.086 · R&M - El...	-459.62	459.62
TOTAL					-3,073.49	3,073.49
Bill Pmt -Check	CBI	03/24/2023	Staples Credit Plan	101.002 · Wells Far...		-211.96

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	324285277	03/23/2023		551.002 · Office Su...	-211.96	211.96
TOTAL					-211.96	211.96
Bill Pmt -Check	CBI	03/24/2023	Miami Dade Water ...	101.007 · Wells Far...		-2,453.25
Bill	0692331941 021723	03/23/2023		543.014 · Utility - Irri...	-2,453.25	2,453.25
TOTAL					-2,453.25	2,453.25
Bill Pmt -Check	CBI	03/24/2023	Miami Dade Water ...	101.007 · Wells Far...		-938.77
Bill	0263879289 021723	03/23/2023		543.014 · Utility - Irri...	-157.22	157.22
Bill	0391376916 021723	03/23/2023		543.014 · Utility - Irri...	-102.69	102.69
Bill	4433591004 021723	03/23/2023		543.014 · Utility - Irri...	-457.11	457.11
Bill	6651763579 021723	03/23/2023		543.014 · Utility - Irri...	-131.38	131.38
Bill	6783382483 021723	03/23/2023		543.014 · Utility - Irri...	-90.37	90.37
TOTAL					-938.77	938.77
Bill Pmt -Check	CBI	03/31/2023	Miami Dade Water ...	101.007 · Wells Far...		-5,992.28
Bill	0263879289 032123	03/30/2023		543.014 · Utility - Irri...	-68.56	68.56
Bill	0391376916 031223	03/30/2023		543.014 · Utility - Irri...	-638.80	638.80
Bill	0692331941 032123	03/30/2023		543.014 · Utility - Irri...	-4,562.81	4,562.81
Bill	4433591004 032123	03/30/2023		543.014 · Utility - Irri...	-385.55	385.55
Bill	6651763579 032123	03/30/2023		543.014 · Utility - Irri...	-151.88	151.88
Bill	6783382483 032123	03/30/2023		543.014 · Utility - Irri...	-184.68	184.68
TOTAL					-5,992.28	5,992.28
Bill Pmt -Check	CBI	03/31/2023	Kings Ill of Americ...	101.002 · Wells Far...		-571.34
Bill	2407641	03/30/2023		155.000 · Prepaid It...	-408.10	408.10
Bill	2407642	03/30/2023		155.000 · Prepaid It...	-163.24	163.24
TOTAL					-571.34	571.34
Bill Pmt -Check	CBI	03/31/2023	Staples Credit Plan	101.002 · Wells Far...		-227.99
Bill	324686429	03/30/2023		551.002 · Office Su...	-227.99	227.99
TOTAL					-227.99	227.99

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	CBP	03/03/2023	AT&T 2	101.002 · Wells Far...		-648.76
Bill	9294536706	03/02/2023		541.003 · Telephone	-648.76	648.76
TOTAL					-648.76	648.76
Bill Pmt -Check	CBP	03/17/2023	AT&T	101.007 · Wells Far...		-162.31
Bill	146496235 022823	03/16/2023		541.003 · Telephone	-162.31	162.31
TOTAL					-162.31	162.31
Bill Pmt -Check	CBP	03/31/2023	AT&T 2	101.002 · Wells Far...		-648.76
Bill	8941197704	03/30/2023		541.003 · Telephone	-648.76	648.76
TOTAL					-648.76	648.76
Paycheck	DD	03/03/2023	Deborah Samuel(101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-4,463.80	4,463.80
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	370.00	-370.00
				521.001 · Fica Taxes	-296.78	296.78
				202.501 · FICA Pay...	296.78	-296.78
				202.501 · FICA Pay...	296.78	-296.78
				521.001 · Fica Taxes	-69.41	69.41
				202.501 · FICA Pay...	69.41	-69.41
				202.501 · FICA Pay...	69.41	-69.41
				2110 · Direct Depos...	4,050.69	-4,050.69
TOTAL					0.00	0.00
Paycheck	DD	03/03/2023	Guadalupe Marquez	101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-1,872.10	1,872.10
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	191.00	-191.00
				521.001 · Fica Taxes	-136.11	136.11
				202.501 · FICA Pay...	136.11	-136.11
				202.501 · FICA Pay...	136.11	-136.11
				521.001 · Fica Taxes	-31.83	31.83
				202.501 · FICA Pay...	31.83	-31.83
				202.501 · FICA Pay...	31.83	-31.83
				2110 · Direct Depos...	1,836.24	-1,836.24

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					0.00	0.00
Paycheck	DD	03/03/2023	Tariq A Bayzid	101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-3,403.41	3,403.41
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	302.00	-302.00
				521.001 · Fica Taxes	-231.04	231.04
				202.501 · FICA Pay...	231.04	-231.04
				202.501 · FICA Pay...	231.04	-231.04
				521.001 · Fica Taxes	-54.03	54.03
				202.501 · FICA Pay...	54.03	-54.03
				202.501 · FICA Pay...	54.03	-54.03
				2110 · Direct Depos...	3,139.42	-3,139.42
TOTAL					0.00	0.00
Paycheck	DD	03/17/2023	Deborah Samuel(101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-4,463.80	4,463.80
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	370.00	-370.00
				521.001 · Fica Taxes	-296.79	296.79
				202.501 · FICA Pay...	296.79	-296.79
				202.501 · FICA Pay...	296.79	-296.79
				521.001 · Fica Taxes	-69.41	69.41
				202.501 · FICA Pay...	69.41	-69.41
				202.501 · FICA Pay...	69.41	-69.41
				2110 · Direct Depos...	4,050.68	-4,050.68
TOTAL					0.00	0.00
Paycheck	DD	03/17/2023	Guadalupe Marquez	101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-1,872.10	1,872.10
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	191.00	-191.00
				521.001 · Fica Taxes	-136.10	136.10
				202.501 · FICA Pay...	136.10	-136.10
				202.501 · FICA Pay...	136.10	-136.10
				521.001 · Fica Taxes	-31.83	31.83
				202.501 · FICA Pay...	31.83	-31.83
				202.501 · FICA Pay...	31.83	-31.83
				2110 · Direct Depos...	1,836.25	-1,836.25
TOTAL					0.00	0.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Paycheck	DD	03/17/2023	Tariq A Bayzid	101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-3,403.41	3,403.41
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	302.00	-302.00
				521.001 · Fica Taxes	-231.04	231.04
				202.501 · FICA Pay...	231.04	-231.04
				202.501 · FICA Pay...	231.04	-231.04
				521.001 · Fica Taxes	-54.03	54.03
				202.501 · FICA Pay...	54.03	-54.03
				202.501 · FICA Pay...	54.03	-54.03
				2110 · Direct Depos...	3,139.42	-3,139.42
TOTAL					0.00	0.00
Paycheck	DD	03/31/2023	Deborah Samuel(101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-4,463.80	4,463.80
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	370.00	-370.00
				521.001 · Fica Taxes	-296.79	296.79
				202.501 · FICA Pay...	296.79	-296.79
				202.501 · FICA Pay...	296.79	-296.79
				521.001 · Fica Taxes	-69.41	69.41
				202.501 · FICA Pay...	69.41	-69.41
				202.501 · FICA Pay...	69.41	-69.41
				2110 · Direct Depos...	4,050.68	-4,050.68
TOTAL					0.00	0.00
Paycheck	DD	03/31/2023	Guadalupe Marquez	101.002 · Wells Far...		0.00
				512.001 · Payroll S...	-1,872.10	1,872.10
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	191.00	-191.00
				521.001 · Fica Taxes	-136.10	136.10
				202.501 · FICA Pay...	136.10	-136.10
				202.501 · FICA Pay...	136.10	-136.10
				521.001 · Fica Taxes	-31.83	31.83
				202.501 · FICA Pay...	31.83	-31.83
				202.501 · FICA Pay...	31.83	-31.83
				2110 · Direct Depos...	1,836.25	-1,836.25
TOTAL					0.00	0.00
Paycheck	DD	03/31/2023	Tariq A Bayzid	101.002 · Wells Far...		0.00

Midtown Miami CDD
Check Detail
 March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				512.001 · Payroll S...	-3,403.41	3,403.41
				512.001 · Payroll S...	-323.08	323.08
				202.500 · FWT Pay...	302.00	-302.00
				521.001 · Fica Taxes	-231.05	231.05
				202.501 · FICA Pay...	231.05	-231.05
				202.501 · FICA Pay...	231.05	-231.05
				521.001 · Fica Taxes	-54.04	54.04
				202.501 · FICA Pay...	54.04	-54.04
				202.501 · FICA Pay...	54.04	-54.04
				2110 · Direct Depos...	3,139.40	-3,139.40
TOTAL					0.00	0.00
Bill Pmt -Check	716	03/18/2023	FPL	101.007 · Wells Far...		-60.37
Bill	71576-36262 030823	03/08/2023		543.006 · Electricity...	-60.37	60.37
TOTAL					-60.37	60.37
Bill Pmt -Check	717	03/18/2023	FPL	101.007 · Wells Far...		-7,118.42
Bill	65499-25342 030923	03/08/2023		543.006 · Electricity...	-7,118.42	7,118.42
TOTAL					-7,118.42	7,118.42
Bill Pmt -Check	718	03/18/2023	FPL	101.007 · Wells Far...		-1,705.47
Bill	38854-03406 030823	03/08/2023		543.006 · Electricity...	-852.74	852.74
				543.006 · Electricity...	-852.73	852.73
TOTAL					-1,705.47	1,705.47
Bill Pmt -Check	719	03/18/2023	FPL	101.007 · Wells Far...		-72.60
Bill	45848-07269 030823	03/08/2023		543.006 · Electricity...	-72.60	72.60
TOTAL					-72.60	72.60
Bill Pmt -Check	720	03/18/2023	FPL	101.007 · Wells Far...		-441.32
Bill	18842-62401 030823	03/08/2023		543.006 · Electricity...	-441.32	441.32
TOTAL					-441.32	441.32

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	721	03/18/2023	FPL	101.007 · Wells Far...		-687.58
Bill	46484-22402 030823	03/08/2023		543.006 · Electricity...	-687.58	687.58
TOTAL					-687.58	687.58
Bill Pmt -Check	722	03/18/2023	FPL	101.007 · Wells Far...		-583.08
Bill	67055-67052 030823	03/08/2023		543.006 · Electricity...	-583.08	583.08
TOTAL					-583.08	583.08
Check	5559	03/03/2023	Wells Fargo	101.007 · Wells Far...		-385.00
				2040300 · Credit Ca...	-385.00	385.00
TOTAL					-385.00	385.00
Bill Pmt -Check	5560	03/03/2023	Billing, Cochran, L...	101.007 · Wells Far...		-3,195.00
Bill	179099	03/02/2023		531.023 · Legal	-3,195.00	3,195.00
TOTAL					-3,195.00	3,195.00
Bill Pmt -Check	5561	03/03/2023	Budget Ace Hardw...	101.007 · Wells Far...		-86.94
Bill	649624	03/02/2023		551.002 · Office Su...	-86.94	86.94
TOTAL					-86.94	86.94
Bill Pmt -Check	5562	03/03/2023	Lightworks, Inc.	101.007 · Wells Far...		-17,910.00
Bill	05822	03/02/2023		538.044 · Parma re...	-17,910.00	17,910.00
TOTAL					-17,910.00	17,910.00
Bill Pmt -Check	5563	03/03/2023	MG Tech Inc.	101.007 · Wells Far...		-238.00
Bill	4463	03/02/2023		534.081 · Contracts...	-71.40	102.00
				534.081 · Contracts...	-166.60	238.00
TOTAL					-238.00	340.00
Bill Pmt -Check	5564	03/03/2023	The Sherwin Willia...	101.007 · Wells Far...		-167.19

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	5709-6	03/02/2023		546.001 · R&M - Ge...	-167.19	167.19
TOTAL					-167.19	167.19
Bill Pmt -Check	5565	03/03/2023	Veracomca	101.007 · Wells Far...		-2,200.00
Bill	0902	09/30/2022		549.048 · Misc - Ra...	-734.00	734.00
Bill	1133	03/02/2023		549.048 · Misc - Ra...	-1,466.00	1,466.00
TOTAL					-2,200.00	2,200.00
Bill Pmt -Check	5566	03/10/2023	ALES GROUP	101.007 · Wells Far...		-12,500.00
Bill	27124	03/09/2023		549.900 · Misc - Co...	-12,500.00	12,500.00
TOTAL					-12,500.00	12,500.00
Bill Pmt -Check	5567	03/10/2023	BrightView Landsc...	101.007 · Wells Far...		-23,280.13
Bill	8297075	03/09/2023		546.071 · R&M - Pl...	-1,644.28	1,644.28
Bill	8305000	03/09/2023		534.050 · Landscap...	-16,398.90	16,398.90
Bill	8305031	03/09/2023		534.050 · Landscap...	-4,786.95	4,786.95
Bill	8314316	03/09/2023		546.041 · R&M - Irri...	-450.00	450.00
TOTAL					-23,280.13	23,280.13
Bill Pmt -Check	5568	03/10/2023	Budget Ace Hardw...	101.007 · Wells Far...		-485.72
Bill	649938	03/09/2023		551.002 · Office Su...	-16.96	16.96
Bill	649968	03/09/2023		551.002 · Office Su...	-144.93	144.93
Bill	650041	03/09/2023		551.002 · Office Su...	-217.86	217.86
Bill	650042	03/09/2023		551.002 · Office Su...	-105.97	105.97
TOTAL					-485.72	485.72
Bill Pmt -Check	5569	03/10/2023	Caster Constructio...	101.007 · Wells Far...		-8,500.00
Bill	1974	03/09/2023		549.900 · Misc - Co...	-8,500.00	8,500.00
TOTAL					-8,500.00	8,500.00
Bill Pmt -Check	5570	03/10/2023	Coastal Waste & R...	101.007 · Wells Far...		-1,305.63
Bill	WW0000529960	03/09/2023		534.126 · Waste Re...	-287.24	368.26

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				534.126 · Waste Re...	-1,018.39	1,305.63
TOTAL					-1,305.63	1,673.89
Bill Pmt -Check	5571	03/10/2023	Electrostatic Paint ...	101.007 · Wells Far...		-3,800.00
Bill	EPS-3017	03/09/2023		546.001 · R&M - Ge...	-400.00	400.00
Bill	PS-3005-1	03/09/2023		546.001 · R&M - Ge...	-3,400.00	3,400.00
TOTAL					-3,800.00	3,800.00
Bill Pmt -Check	5572	03/10/2023	Grainger	101.007 · Wells Far...		-1,441.00
Bill	9620718206	03/09/2023		546.001 · R&M - Ge...	-397.40	397.40
Bill	9624560422	03/09/2023		546.001 · R&M - Ge...	-1,043.60	1,043.60
TOTAL					-1,441.00	1,441.00
Bill Pmt -Check	5573	03/10/2023	Interstate Cleaning...	101.007 · Wells Far...		-41,943.24
Bill	9183023-IN	03/09/2023		534.026 · Janitorial ...	-11,230.57	16,043.68
Bill	9183024-IN	03/09/2023		534.026 · Janitorial ...	-26,204.67	37,435.24
Bill				534.038 · Street Sw...	-4,508.00	4,508.00
TOTAL					-41,943.24	57,986.92
Bill Pmt -Check	5574	03/10/2023	Lightworks, Inc.	101.007 · Wells Far...		-12,468.75
Bill	05826	03/09/2023		538.038 · Light fixtu...	-12,468.75	12,468.75
TOTAL					-12,468.75	12,468.75
Bill Pmt -Check	5575	03/10/2023	Omar Electrical Co...	101.007 · Wells Far...		-9,915.83
Bill	3032023-2	03/09/2023		546.020 · R&M - El...	-9,915.83	9,915.83
TOTAL					-9,915.83	9,915.83
Bill Pmt -Check	5576	03/10/2023	PME Inc.	101.007 · Wells Far...		-1,350.00
Bill	21136	03/09/2023		534.080 · Road Cle...	-1,350.00	1,350.00
TOTAL					-1,350.00	1,350.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	5577	03/10/2023	Safeguard Busine...	101.007 · Wells Far...		-163.69
Bill	9000334779	03/09/2023		551.002 · Office Su...	-81.85	163.69
				551.002 · Office Su...	-81.84	163.69
TOTAL					-163.69	327.38
Bill Pmt -Check	5578	03/10/2023	Tidy Pets Pooper ...	101.007 · Wells Far...		-1,250.00
Bill	000834	03/09/2023		543.087 · Animal Fe...	-1,250.00	1,250.00
TOTAL					-1,250.00	1,250.00
Bill Pmt -Check	5579	03/10/2023	Venturita LLC	101.007 · Wells Far...		-750.00
Bill	2019160	03/09/2023		546.020 · R&M - El...	-120.00	120.00
Bill	2019161	03/09/2023		546.020 · R&M - El...	-150.00	150.00
Bill	2019162	03/09/2023		546.020 · R&M - El...	-240.00	240.00
Bill	2019163	03/09/2023		546.020 · R&M - El...	-240.00	240.00
TOTAL					-750.00	750.00
Bill Pmt -Check	5580	03/10/2023	Wrathell, Hunt & A...	101.007 · Wells Far...		-6,034.33
Bill	2021-2915	03/09/2023		531.027 · Managem...	-4,076.03	5,179.25
				531.038 · Assessm...	-306.14	389.00
				531.038 · Assessm...	-327.45	416.08
				531.028 · Managem...	-1,285.36	1,633.25
				547.001 · Printing &...	-39.35	50.00
TOTAL					-6,034.33	7,667.58
Check	5581	03/10/2023	Wells Fargo	101.007 · Wells Far...		-965.89
				2040300 · Credit Ca...	-965.89	965.89
TOTAL					-965.89	965.89
Check	5582	03/17/2023	Wells Fargo	101.007 · Wells Far...		-580.00
				2040300 · Credit Ca...	-580.00	580.00
TOTAL					-580.00	580.00
Bill Pmt -Check	5583	03/17/2023	A&A Iron Work De...	101.007 · Wells Far...		-3,585.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	092	03/16/2023		546.037 · R&M - Gr...	-3,585.00	3,585.00
TOTAL					-3,585.00	3,585.00
Bill Pmt -Check	5584	03/17/2023	Advantage Golf Ca...	101.007 · Wells Far...		-439.26
Bill	27731	03/16/2023		155.000 · Prepaid It... 155.000 · Prepaid It...	-131.78 -307.48	188.25 439.26
TOTAL					-439.26	627.51
Bill Pmt -Check	5585	03/17/2023	Allied Universal	101.007 · Wells Far...		-116.52
Bill	13955168	03/16/2023		534.037 · Security ... 534.037 · Security ...	-34.96 -81.56	49.94 116.52
TOTAL					-116.52	166.46
Bill Pmt -Check	5586	03/17/2023	Budget Ace Hardw...	101.007 · Wells Far...		-453.20
Bill	650259	03/16/2023		546.001 · R&M - Ge...	-453.20	453.20
TOTAL					-453.20	453.20
Bill Pmt -Check	5587	03/17/2023	Fahrenheit Propane	101.007 · Wells Far...		-150.00
Bill	INV-054507	03/16/2023		546.001 · R&M - Ge...	-150.00	150.00
TOTAL					-150.00	150.00
Bill Pmt -Check	5588	03/17/2023	Grainger	101.007 · Wells Far...		-96.24
Bill	9629784191	03/16/2023		546.001 · R&M - Ge...	-96.24	96.24
TOTAL					-96.24	96.24
Check	5589	03/24/2023	Wells Fargo	101.007 · Wells Far...		-752.59
				2040300 · Credit Ca...	-752.59	752.59
TOTAL					-752.59	752.59
Bill Pmt -Check	5590	03/24/2023	Allied Universal	101.007 · Wells Far...		-47,993.48

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	13991680	03/23/2023		534.037 · Security ... 534.037 · Security ...	-14,398.04 -33,595.44	20,568.63 47,993.48
TOTAL					-47,993.48	68,562.11
Bill Pmt -Check	5591	03/24/2023	Alvarez Engineers,...	101.007 · Wells Far...		-1,600.00
Bill	7040	03/23/2023		531.013 · Engineering	-1,600.00	1,600.00
TOTAL					-1,600.00	1,600.00
Bill Pmt -Check	5592	03/24/2023	BeefreeMedia	101.007 · Wells Far...		-2,055.90
Bill	412045	03/23/2023		546.085 · R&M - Si...	-63.50	63.50
Bill	412116	03/23/2023		546.001 · R&M - Ge...	-1,992.40	1,992.40
TOTAL					-2,055.90	2,055.90
Bill Pmt -Check	5593	03/24/2023	BrightView Landsc...	101.007 · Wells Far...		-450.00
Bill	8328966	03/23/2023		546.041 · R&M - Irri...	-450.00	450.00
TOTAL					-450.00	450.00
Bill Pmt -Check	5594	03/24/2023	Interstate Cleaning...	101.007 · Wells Far...		-1,182.85
Bill	9183025-IN	03/23/2023		534.026 · Janitorial ... 534.026 · Janitorial ...	-212.50 -212.50	425.00 425.00
Bill	9183238-IN	03/23/2023		546.001 · R&M - Ge...	-757.85	757.85
TOTAL					-1,182.85	1,607.85
Bill Pmt -Check	5595	03/24/2023	Orion Pest Control	101.007 · Wells Far...		-360.00
Bill	42694	03/23/2023		534.125 · Pest Cont...	-360.00	360.00
TOTAL					-360.00	360.00
Bill Pmt -Check	5596	03/24/2023	Killowatts Electric ...	101.007 · Wells Far...		-739.00
Bill	0692800-IN	03/23/2023		546.020 · R&M - El...	-739.00	739.00
TOTAL					-739.00	739.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Paycheck	5597	03/30/2023	Joseph Padula	101.007 · Wells Far...		-184.70
				511.001 · Superviso...	-200.00	200.00
				521.001 · Fica Taxes	-12.40	12.40
				202.501 · FICA Pay...	12.40	-12.40
				202.501 · FICA Pay...	12.40	-12.40
				521.001 · Fica Taxes	-2.90	2.90
				202.501 · FICA Pay...	2.90	-2.90
				202.501 · FICA Pay...	2.90	-2.90
TOTAL					-184.70	184.70
Paycheck	5598	03/30/2023	Lindsey N Vicha	101.007 · Wells Far...		-184.70
				511.001 · Superviso...	-200.00	200.00
				521.001 · Fica Taxes	-12.40	12.40
				202.501 · FICA Pay...	12.40	-12.40
				202.501 · FICA Pay...	12.40	-12.40
				521.001 · Fica Taxes	-2.90	2.90
				202.501 · FICA Pay...	2.90	-2.90
				202.501 · FICA Pay...	2.90	-2.90
TOTAL					-184.70	184.70
Paycheck	5599	03/30/2023	Pietro Riccobono	101.007 · Wells Far...		-184.70
				511.001 · Superviso...	-200.00	200.00
				521.001 · Fica Taxes	-12.40	12.40
				202.501 · FICA Pay...	12.40	-12.40
				202.501 · FICA Pay...	12.40	-12.40
				521.001 · Fica Taxes	-2.90	2.90
				202.501 · FICA Pay...	2.90	-2.90
				202.501 · FICA Pay...	2.90	-2.90
TOTAL					-184.70	184.70
Check	5600	03/31/2023	Wells Fargo	101.007 · Wells Far...		-429.94
				2040300 · Credit Ca...	-429.94	429.94
TOTAL					-429.94	429.94
Bill Pmt -Check	5601	03/31/2023	A&A Iron Work De...	101.007 · Wells Far...		-3,000.00
Bill	093-1	03/30/2023		546.037 · R&M - Gr...	-3,000.00	3,000.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-3,000.00	3,000.00
Bill Pmt -Check	5602	03/31/2023	Billing, Cochran, L...	101.007 · Wells Far...		-3,210.00
Bill	179915	03/30/2023		531.023 · Legal	-3,210.00	3,210.00
TOTAL					-3,210.00	3,210.00
Bill Pmt -Check	5603	03/31/2023	BrightView Landsc...	101.007 · Wells Far...		-2,388.91
Bill	8336370	03/30/2023		546.041 · R&M - Irri...	-250.00	250.00
Bill	8336394	03/30/2023		546.041 · R&M - Irri...	-400.00	400.00
Bill	8336417	03/30/2023		546.071 · R&M - Pl...	-1,738.91	1,738.91
TOTAL					-2,388.91	2,388.91
Bill Pmt -Check	5604	03/31/2023	Budget Ace Hardw...	101.007 · Wells Far...		-544.59
Bill	650468	03/30/2023		546.001 · R&M - Ge...	-544.59	544.59
TOTAL					-544.59	544.59
Bill Pmt -Check	5605	03/31/2023	BULBMAX	101.007 · Wells Far...		-477.60
Bill	231005	03/30/2023		546.020 · R&M - El...	-477.60	477.60
TOTAL					-477.60	477.60
Bill Pmt -Check	5606	03/31/2023	MG Tech Inc.	101.007 · Wells Far...		-238.00
Bill	4484	03/30/2023		534.081 · Contracts...	-71.40	102.00
				534.081 · Contracts...	-166.60	238.00
TOTAL					-238.00	340.00
Bill Pmt -Check	5607	03/31/2023	Omar Electrical Co...	101.007 · Wells Far...		-1,996.50
Bill	3172023-4	03/30/2023		546.020 · R&M - El...	-1,996.50	1,996.50
TOTAL					-1,996.50	1,996.50
Bill Pmt -Check	5608	03/31/2023	One Seed Consulti...	101.007 · Wells Far...		-3,840.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	9944	03/30/2023		549.900 · Misc - Co...	-3,840.00	3,840.00
TOTAL					-3,840.00	3,840.00
Bill Pmt -Check	5609	03/31/2023	Venturita LLC	101.007 · Wells Far...		-601.98
Bill	2019164	03/30/2023		546.020 · R&M - El...	-240.00	240.00
Bill	2019165	03/30/2023		546.020 · R&M - El...	-180.00	180.00
Bill	2019167	03/30/2023		546.037 · R&M - Gr...	-181.98	181.98
TOTAL					-601.98	601.98
Bill Pmt -Check	7295	03/03/2023	Kone Inc.	101.002 · Wells Far...		-1,732.39
Bill	1158487566	03/02/2023		534.072 · Contracts...	-1,074.95	1,074.95
Bill	1158490063	03/02/2023		534.072 · Contracts...	-657.44	657.44
TOTAL					-1,732.39	1,732.39
Bill Pmt -Check	7296	03/03/2023	MG Tech Inc.	101.002 · Wells Far...		-102.00
Bill	4463	03/02/2023		534.081 · Contracts...	-30.60	102.00
				534.081 · Contracts...	-71.40	238.00
TOTAL					-102.00	340.00
Bill Pmt -Check	7297	03/03/2023	Midblock Miami C...	101.002 · Wells Far...		-1,350.11
Bill	13123135011	03/02/2023		543.006 · Electricity...	-977.12	977.12
				546.001 · R&M - Ge...	-269.74	269.74
				546.001 · R&M - Ge...	-25.58	25.58
				546.001 · R&M - Ge...	-77.67	77.67
TOTAL					-1,350.11	1,350.11
Check	7298	03/07/2023	City of Miami -	101.002 · Wells Far...		-35,168.71
				204.001 · City Tax ...	-35,168.71	35,168.71
TOTAL					-35,168.71	35,168.71
Check	7299	03/07/2023	City of Miami -	101.002 · Wells Far...		-12,273.57
				204.001 · City Tax ...	-12,273.57	12,273.57

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-12,273.57	12,273.57
Bill Pmt -Check	7300	03/10/2023	Coastal Waste & R...	101.002 · Wells Far...		-368.26
Bill	WW0000529960	03/09/2023		534.126 · Waste Re...	-81.02	368.26
				534.126 · Waste Re...	-287.24	1,305.63
TOTAL					-368.26	1,673.89
Bill Pmt -Check	7301	03/10/2023	Interstate Cleaning...	101.002 · Wells Far...		-37,982.68
Bill	9183023-IN	03/09/2023		534.026 · Janitorial ...	-4,813.11	16,043.68
				534.026 · Janitorial ...	-11,230.57	37,435.24
Bill	9183026-IN	03/09/2023		534.026 · Janitorial ...	-21,939.00	21,939.00
TOTAL					-37,982.68	75,417.92
Bill Pmt -Check	7302	03/10/2023	Kone Inc.	101.002 · Wells Far...		-3,950.00
Bill	962465364	03/09/2023		534.072 · Contracts...	-3,950.00	3,950.00
TOTAL					-3,950.00	3,950.00
Bill Pmt -Check	7303	03/10/2023	Midblock Miami C...	101.002 · Wells Far...		-31,898.87
Bill	31233189887	03/09/2023		545.001 · Insurance...	-31,898.87	31,898.87
TOTAL					-31,898.87	31,898.87
Bill Pmt -Check	7304	03/10/2023	Prolock and Safe ...	101.002 · Wells Far...		-65.00
Bill	7944	03/09/2023		546.001 · R&M - Ge...	-65.00	65.00
TOTAL					-65.00	65.00
Bill Pmt -Check	7305	03/10/2023	Wrathell, Hunt & A...	101.002 · Wells Far...		-1,633.25
Bill	2021-2915	03/09/2023		531.027 · Managem...	-1,103.22	5,179.25
				531.038 · Assessm...	-82.86	389.00
				531.038 · Assessm...	-88.63	416.08
				531.028 · Managem...	-347.89	1,633.25
				547.001 · Printing &...	-10.65	50.00
TOTAL					-1,633.25	7,667.58

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	7306	03/10/2023	Safeguard Busine...	101.002 · Wells Far...		-163.69
Bill	9000334779	03/09/2023		551.002 · Office Su...	-81.84	163.69
				551.002 · Office Su...	-81.85	163.69
TOTAL					-163.69	327.38
Check	7307	03/10/2023	Wells Fargo	101.002 · Wells Far...		-841.52
				2040300 · Credit Ca...	-841.52	841.52
TOTAL					-841.52	841.52
Check	7308	03/17/2023	Wells Fargo	101.002 · Wells Far...		-164.43
				2040300 · Credit Ca...	-164.43	164.43
TOTAL					-164.43	164.43
Bill Pmt -Check	7309	03/17/2023	Advantage Golf Ca...	101.002 · Wells Far...		-188.25
Bill	27731	03/16/2023		155.000 · Prepaid It...	-56.47	188.25
				155.000 · Prepaid It...	-131.78	439.26
TOTAL					-188.25	627.51
Bill Pmt -Check	7310	03/17/2023	Allied Universal	101.002 · Wells Far...		-49.94
Bill	13955168	03/16/2023		534.037 · Security ...	-14.98	49.94
				534.037 · Security ...	-34.96	116.52
TOTAL					-49.94	166.46
Bill Pmt -Check	7311	03/17/2023	LPS of America, Inc.	101.002 · Wells Far...		-60,000.00
Bill	136751	03/16/2023		534.030 · Contracts...	-60,000.00	60,000.00
TOTAL					-60,000.00	60,000.00
Bill Pmt -Check	7312	03/17/2023	Prolock and Safe ...	101.002 · Wells Far...		-90.00
Bill	8033	03/16/2023		546.001 · R&M - Ge...	-90.00	90.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-90.00	90.00
Bill Pmt -Check	7313	03/17/2023	Qnode	101.002 · Wells Far...		-125.00
Bill	0000558	03/16/2023		551.002 · Office Su...	-125.00	125.00
TOTAL					-125.00	125.00
Check	7314	03/24/2023	Wells Fargo	101.002 · Wells Far...		-21.39
				2040300 · Credit Ca...	-21.39	21.39
TOTAL					-21.39	21.39
Bill Pmt -Check	7315	03/24/2023	Advantage Golf Ca...	101.002 · Wells Far...		-8,659.00
Bill	14107	03/23/2023		546.022 · R&M - Eq...	-8,659.00	8,659.00
TOTAL					-8,659.00	8,659.00
Bill Pmt -Check	7316	03/24/2023	Air Essentials, Inc.	101.002 · Wells Far...		-100.00
Bill	178781	03/23/2023		546.001 · R&M - Ge...	-100.00	100.00
TOTAL					-100.00	100.00
Bill Pmt -Check	7317	03/24/2023	Allied Universal	101.002 · Wells Far...		-20,568.63
Bill	13991680	03/23/2023		534.037 · Security ...	-6,170.59	20,568.63
				534.037 · Security ...	-14,398.04	47,993.48
TOTAL					-20,568.63	68,562.11
Bill Pmt -Check	7318	03/24/2023	BeefreeMedia	101.002 · Wells Far...		-4,368.90
Bill	412012	03/23/2023		546.085 · R&M - Si...	-31.50	31.50
Bill	412117	03/23/2023		546.085 · R&M - Si...	-122.40	122.40
Bill	412118	03/23/2023		546.085 · R&M - Si...	-150.00	150.00
Bill	412119	03/23/2023		546.085 · R&M - Si...	-925.00	925.00
Bill	412133	03/23/2023		549.916 · Sign, Dire...	-3,140.00	3,140.00
TOTAL					-4,368.90	4,368.90
Bill Pmt -Check	7319	03/24/2023	Interstate Cleaning...	101.002 · Wells Far...		-425.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	9183025-IN	03/23/2023		534.026 · Janitorial ... 534.026 · Janitorial ...	-212.50 -212.50	425.00 425.00
TOTAL					-425.00	850.00
Bill Pmt -Check	7320	03/24/2023	Killowatts Electric ...	101.002 · Wells Far...		-400.00
Bill	0692537-IN	03/23/2023		546.020 · R&M - El...	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	7321	03/24/2023	LPS of America, Inc.	101.002 · Wells Far...		-25,356.68
Bill	136950	02/28/2023		534.030 · Contracts...	-25,356.68	25,356.68
TOTAL					-25,356.68	25,356.68
Bill Pmt -Check	7322	03/24/2023	LVD Plus LLC	101.002 · Wells Far...		-480.00
Bill	2303110	03/23/2023		549.911 · Misc - Se...	-480.00	480.00
TOTAL					-480.00	480.00
Bill Pmt -Check	7323	03/24/2023	Omar Electrical Co...	101.002 · Wells Far...		-6,960.00
Bill	3162023-4	03/23/2023		546.020 · R&M - El...	-4,960.00	4,960.00
Bill	3162023-5	03/23/2023		544.001 · Rentals - ...	-2,000.00	2,000.00
TOTAL					-6,960.00	6,960.00
Bill Pmt -Check	7324	03/31/2023	Crown Lift Trucks	101.002 · Wells Far...		-1,125.86
Bill	117494562	03/30/2023		546.022 · R&M - Eq...	-1,125.86	1,125.86
TOTAL					-1,125.86	1,125.86
Bill Pmt -Check	7325	03/31/2023	MG Tech Inc.	101.002 · Wells Far...		-102.00
Bill	4484	03/30/2023		534.081 · Contracts... 534.081 · Contracts...	-30.60 -71.40	102.00 238.00
TOTAL					-102.00	340.00

Midtown Miami CDD Check Detail March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	7326	03/31/2023	Midblock Miami C...	101.002 · Wells Far...		-2,367.89
Bill	22823236789	03/30/2023		543.006 · Electricity...	-1,005.22	1,005.22
				546.001 · R&M - Ge...	-1,337.09	1,337.09
				546.001 · R&M - Ge...	-25.58	25.58
TOTAL					-2,367.89	2,367.89
Bill Pmt -Check	7327	03/31/2023	Venturita LLC	101.002 · Wells Far...		-240.00
Bill	2019166	03/30/2023		546.020 · R&M - El...	-240.00	240.00
TOTAL					-240.00	240.00
Liability Check	21951131	03/17/2023	IRS	101.007 · Wells Far...		-2,501.40
				202.500 · FWT Pay...	-863.00	863.00
				202.501 · FICA Pay...	-155.27	155.27
				202.501 · FICA Pay...	-155.27	155.27
				202.501 · FICA Pay...	-663.93	663.93
				202.501 · FICA Pay...	-663.93	663.93
TOTAL					-2,501.40	2,501.40
Liability Check	52213049	03/03/2023	IRS	101.007 · Wells Far...		-2,501.40
				202.500 · FWT Pay...	-863.00	863.00
				202.501 · FICA Pay...	-155.27	155.27
				202.501 · FICA Pay...	-155.27	155.27
				202.501 · FICA Pay...	-663.93	663.93
				202.501 · FICA Pay...	-663.93	663.93
TOTAL					-2,501.40	2,501.40
Liability Check	71747433	03/30/2023	IRS	101.007 · Wells Far...		-91.80
				202.501 · FICA Pay...	-8.70	8.70
				202.501 · FICA Pay...	-8.70	8.70
				202.501 · FICA Pay...	-37.20	37.20
				202.501 · FICA Pay...	-37.20	37.20
TOTAL					-91.80	91.80
Liability Check	73965636	03/31/2023	IRS	101.007 · Wells Far...		-2,501.44
				202.500 · FWT Pay...	-863.00	863.00

4:45 PM

05/03/23

Midtown Miami CDD
Check Detail
March 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				202.501 · FICA Pay...	-155.28	155.28
				202.501 · FICA Pay...	-155.28	155.28
				202.501 · FICA Pay...	-663.94	663.94
				202.501 · FICA Pay...	-663.94	663.94
TOTAL					-2,501.44	2,501.44

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Midtown Miami Community Development District held a Regular Meeting on February 14, 2023 at 2:00 p.m., at the offices of the CDD, Shops at Midtown Miami, 3401 N. Miami Avenue, Suite 132, Miami, Florida 33127.

Present were:

Joseph Padula	Chair
Alex Miranda	Vice Chair
Lindsey Vicha	Assistant Secretary
Kiahna Perez	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Cindy Cerbone	District Manager
Ginger Wald	District Counsel
Deborah Samuel	Operations Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:01 p.m.

Supervisors Padula, Miranda and Vicha were present. Supervisor Perez was not present at roll call. Supervisor Riccobono was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

▪ **Consideration of Alvarez Engineers Personnel Billing Rates Increase**

This item, previously the Fifth Order of Business, was presented out of order.

Mr. Rom presented the Alvarez Engineers Rate Increase request.

37 **On MOTION by Mr. Padula and seconded by Ms. Vicha, with all in favor, the**
38 **Alvarez Engineers Personnel Billing Rates Increase, was approved.**

39
40

41 **▪ Update: M Park Dog Park Proposals**

42 **This item, previously the Sixth Order of Business, was presented out of order.**

43 Ms. Samuel noted the following issues with the Dog Park:

44 ➤ Fountains: One fountain has a leak. As part of the repair, decommissioning the
45 old pump and installing a new pump to service the two remaining fountains is recommended.

46 ➤ Two projects related to the Dog Park are underway.

47 **▪ Discussion/Consideration of Contact-less Readers & Discussion/Consideration of Bar**
48 **Code Ticket**

49 **These items, previously the Seventh and Eighth Orders of Business, were presented**
50 **out of order.**

51 Ms. Samuel presented proposals to upgrade and modernize the parking reader
52 machines to allow for contact-less payments and bar code tickets. Windcave will provide all
53 equipment for the contact-less reader system at no cost to the CDD but installation will be
54 approximately \$27,000. Windcave's streamlined system will result in lower fees to the CDD and
55 the \$27,000 installation expense should be recouped within about seven months.

56 Discussion ensued regarding whether the CDD owns the current equipment.

57 Ms. Samuel noted that the CDD will enter into a contract with Windcave for the credit
58 card services; it is not a contract for the equipment.

59 **Supervisor Perez arrived at the meeting at 2:08 p.m.**

60 Regarding the bar code reader \$71,260.93 proposal for hardware and software, Mr.
61 Rom stated that it is not necessary to do both the contact-less readers and the bar code ticket
62 readers. Ms. Samuel voiced her opinion that, while both are not necessary at the same time,
63 both would be beneficial to alleviate current issues at the gates, such as backups. If one is
64 selected first, she feels that it should be the contact-less reader system.

65 Ms. Cerbone noted that this expense will be paid from the Enterprise Fund, which is
66 funded from the parking fees collected. The Board could approve both proposals, in substantial

67 form and pending District Counsel review of the existing Agreement and working with the
68 Controller regarding setting up contact-less payment. She suggested starting with the contact-
69 less pay system and then considering the bar code system in a few months, once the cash
70 position for Fiscal Year 2023 is better known.

71

On MOTION by Mr. Padula and seconded by Ms. Vicha, with all in favor, the NextGen Parking proposals for installation of contact-less payment equipment and for bar code ticket equipment, software, installation, etc., in substantial form and subject to District Counsel review of the Agreement in place, were approved.

77

78

79

- **Resignation of Alex Miranda from Seat 3; Term Expires November 2026**

80

This item was an addition to the agenda.

81

Mr. Rom presented Mr. Alex Miranda’s resignation from Seat 3.

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84

On MOTION by Mr. Padula and seconded by Ms. Perez, with all in favor, the resignation of Mr. Alex Miranda from Seat 3, was accepted.

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86

87

THIRD ORDER OF BUSINESS

Consider Appointment of Qualified Elector to Fill Seat 3 Vacancy; Term Expires November 2026

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89

90

91

Mr. Padula nominated Mr. Alex Miranda to fill Seat 3. No other nominations were made.

92

93

94

On MOTION by Ms. Perez and seconded by Ms. Vicha, with all in favor, the appointment of Mr. Alex Miranda to fill Seat 3, was approved.

95

96

97

- **Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in a separate package*)**

98

99

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of

100

Office to Mr. Alex Miranda. Mr. Miranda is already familiar with the following items:

134 This item was presented following the Second Order of Business.

135

136 **SIXTH ORDER OF BUSINESS** **Update: M Park Dog Park Proposals**

137

138 This item was presented following the Second Order of Business.

139

140 **SEVENTH ORDER OF BUSINESS** **Discussion/Consideration of Contact-less Readers**

141

142

143 This item was presented following the Second Order of Business.

144

145 **EIGHTH ORDER OF BUSINESS** **Discussion/Consideration of Bar Code Ticket**

146

147

148 This item was presented following the Second Order of Business, in conjunction with the
149 contact-less reader discussion.

150

151 **NINTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial Statements as of December 31, 2022**

152

153

154 Mr. Rom presented the Unaudited Financial Statements as of December 31, 2022.

155

156 **On MOTION by Mr. Padula and seconded by Ms. Vicha, with all in favor, the**
157 **Unaudited Financial Statements as of December 31, 2022, were accepted.**

158

159

160 **TENTH ORDER OF BUSINESS** **Approval of January 10, 2023 Regular Meeting Minutes**

161

162

163 Mr. Rom presented the January 10, 2023 Regular Meeting Minutes.

164

165 **On MOTION by Ms. Vicha and seconded by Ms. Perez, with all in favor, the**
166 **January 10, 2023 Regular Meeting Minutes, as presented, were approved.**

167

168

169 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

170

171 **A. Operations Manager: *Deborah Samuel***

172 **I. Monthly Report**

173 Ms. Samuel presented the Monthly Operations Manager’s Report.

174 **II. Parking Information**

- 175 • **Executive Summary**
- 176 • **Transient Parking Year Over Year Comparison**
- 177 • **Revenue By Lane Reports**

178 These items were included for informational purposes.

179 **B. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.***

180 There was no report.

181 **C. District Engineer: *Alvarez Engineers, Inc.***

182 There was no report.

183 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

- 184 • **NEXT MEETING DATE: March 14, 2023 at 2:00 P.M.**
- 185 ○ **QUORUM CHECK**

186 The next meeting will be held on March 14, 2023, unless cancelled.

187

188 **TWELFTH ORDER OF BUSINESS** **Public Comments**

189

190 There were no public comments.

191

192 **THIRTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

193

194 A Board Member referred to the Entertainment Block and a bonus offered by the City if
195 there is a public benefit, such as affordable housing, etc. He asked if the benefit could be a
196 larger park. Ms. Samuel stated she can ask the City if that is a possibility.

197

198 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**

199

200

201 **On MOTION by Mr. Padula and seconded by Ms. Perez, with all in favor, the**
202 **meeting adjourned at 2:28 p.m.**

203
204
205
206
207
208

Secretary/Assistant Secretary

Chair/Vice Chair

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
AI



Managers' Report May 9th 2023

Mpark Park Restoration

We have completed the bench base and table base project. We had our staff disassemble the benches and tables and close the park and had an electrostatic spray company and refinish the table and bench bases. SEE EXHIBIT A We have had landscape die, which was acting as a barrier in front of the storm drain. Hence as a solution, we installed a black metal fence around the area and will have installed artificial turf.

We removed the artificial turf to locate an irrigation leak and repair it. We restored the area and reinstalled the turf. At this time we also capped off the original pumping from the previous fountain.

We spoke with Site centers and we are scheduled to turn the two entry fountains into beautiful planters at the end of the month. We will provide updates SEE EXHIBIT B

East Coast Infrastructure

We get continuous damage to the same areas on East coast ave. One is across from Midtown Two. We have installed bollards because they park on the sod and cause us to replace it often. Hopefully this will resolve the issue

The second area is right before yard 8 on the delivery trucks drive over the planter on the turn causing the sod to be damaged we are using concrete foundation grid system and turf in that area so it can withstand it, if a truck hits it. We will monitor its effectiveness SEE EXHIBIT C

Stripping Street

We have received requests from residents and retailers about re-striping city streets. We explained that we do not manage the city streets. With that said we met with the city and followed up and recently received work order info and tentative date of May 14th on when it will start. They asked us to help coordinate with the schedule to have the least impact on residents and shoppers

- SR# 2023006360 NE 35th Street between E Coast and NE 1st Avenue
- SR# 2023006363 NE 34th Street between 1st and N Miami Avenue
- SR# 2023006367 NE 32nd Street between 1st and N Miami Avenue
- SR# 2023006380 NE 31st Street between NE 1st and N Miami Avenue
- SR# 2023006381 NE 1st Avenue and NE 29th Street EXHIBIT D

Infrastructure Punch List

MISC Punch List

We started a MISC punch list to address the Utility and infrastructure damages to our infrastructure. We have required a bond from the utility companies in an effort to make sure they comply with the repairs in a timely manner. It has been challenging when the work is done outside the district, yet impacts our infrastructure i.e. on 36th street and 29th street. Please see EXHIBIT E

Capital Improvement

- Landscape Light Fixture Replacement \$45,000.00
The delivery is delayed we are expecting it in the next weeks
- Parma Replacement Light Fixtures \$36,000.00
Ordered light fixtures waiting for delivery to install
- MBE Sprinkler Pipes Painting.....\$22,000.00
The work has been scheduled for May 19
- Mpark Phase 2 \$225,000.00
BOD reviewing

Bollard Replacement

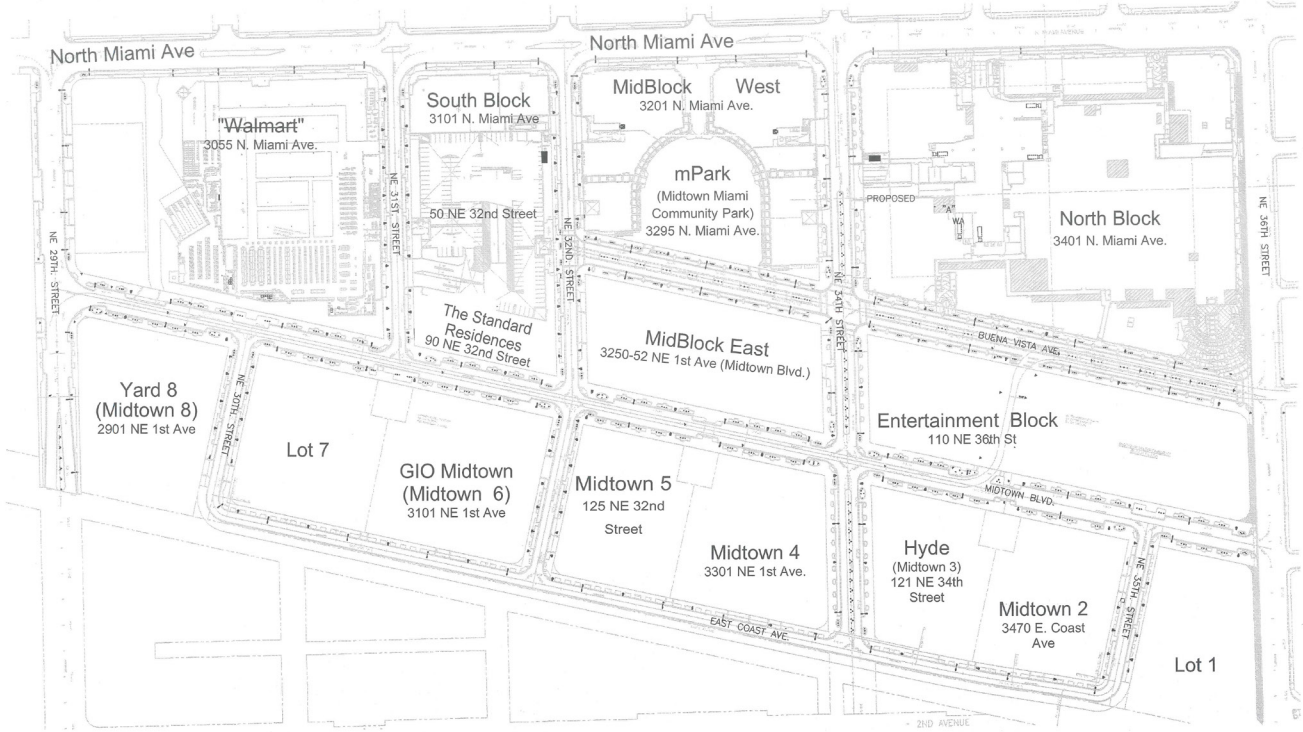
As part of our responsibility of maintaining bollards throughout the property, we have restored, reattached secured and painted bollards. Sometimes if a bollards gets knocked over it gets stolen. We have alerted our security to keep a watchful eye for that. The bollards can not be replaced so we found metal shop to fabricate the bollards that are re missing







Midtown Miami CDD - Faded County street Stripping (10.05.2022)



Miscellaneous Damages in the District

1. NE 29th Street - All Aboard Florida: 03/07/2017
 - Provided Fabiola (City of Miami) again all the open info on 20190529.
 - 20190619 Mentioned in City of Miami MOT meeting. (Mario, Collin & Genady)
 - 20190731 Mentioned in City of Miami MOT meeting. (Mario, Collin & Genady)
 - 20190925 Mentioned in City of Miami MOT meeting. (Mario, Collin & Genady)
 - 20200108 Charles Alfaro sent an email to Archer Western that they need to address the issues.. (Edwin Vega & Fabio Baldini Fuentes)
 - 20200122 Mentioned in City of Miami MOT meeting. (Mario Machin, Alejandro Munera)
 - 20200213 Went to see Charles Alfaro to discuss.
 - 20200219 Mentioned in City of Miami MOT meeting. (Mario Machin, Genady Beylin & Charles Alfaro)
 - 20200805 Mentioned in City of Miami MOT meeting follow-upped with an email. (Mario Machin, Genady Beylin & Alejandro Munera)
 - 20200902 Lien Hernandez replied that Archer Western does not get any response from All Aboard Florida.
 - 202010xx
 - 20201109 Forwarded the email from Lien Hernandez to Charles Alfaro (City of Miami PW) He replied asking what the issue was.
 - 20201110 Forwarded all emails again to Charles Alfaro.
 - 20210805 Send an email to all parties.
 - 20210805 Mentioned in City of Miami MOT meeting follow-upped with an email. (Mario Machin, Genady Beylin & Charles Alfaro)
 - 09.01.2021 Mentioned in City of Miami MOT (Collin Worth, Mario Machin, Genady Beylin & Charles Alfaro) Collin asked Charles if he was aware and he acknowledged. Mentioned that we would be OK with only irrigation and electrical being restored.
 - 11.0x.2021 Mentioned to Juvenal Santana and Nzeribe I.. (Assistant City Manager)
 - 11.10.2021 Mentioned in City of Miami MOT (Collin Worth, Mario Machin, Genady Beylin & Charles Alfaro)
 - 09.26.2022 Send email to Juvenal & Charles to see what we can do.
 - 10.17.2022 Send a reminder email to Juvenal & Charles.
 - 12.12.2022 Send a reminder email to Juvenal & Charles.
 - 01.01.2023 Send a reminder email to Juvenal & Charles. (Only requesting 2 items be fixed; Irrigation & Electricity to the landscaping lights.
 - 01.18.2023 Discussed in the MOT with Charles Alfaro.
 - 02.01.2023 Discussed in the MOT with Charles Alfaro.
- The irrigation system is NOT installed.
 - The electricity to the landscaping lights is NO longer working
 - One landscaping pedestal has been removed.
 - The landscaping light pedestals are no longer **centered** within the median!
 - The Royal Palms are no longer **centered** within the median!
 - There is on the east side an unfinished cable (for a pole?) sticking out of the ground.

2. **NE 36th Street – VENDOR UNKNOWN** (Sat 10/29/2019)
Sidewalk damages. (Email to Juvenal Santana 10/31/2019)
08.30.2021 Guadalupe will follow up with FDOT.

3. Site: Crown Castle (AT&T) – Several Avenues and Streets. (02.03.2021 Fernando Vazquez – First meeting
10.11.2019 Martin Mikhail) Crown Castle; Larry Polk (407) 505-8825 & Kleimer Cruz (305) 297-8162.
 1. Fiber Build 6MD1093A-011_ED_18 (NW 36 & 35th street& Buena Vista Ave.)
 2. Power Bore and Pole Installation: Small Cell FL5292BA (NW 35th Street)
 3. Power Build and Pole Installation: Small Cell FL5293BA (NW 32nd Street)

FDOT – 2020 H 690 00521 AT&T Mobility (06.29.2022)

06.29.2022 Juan Velasquez sends email Pre-Construction 2018-H-690-00601 (NW 36th St/ NW 5th Ave)
(2020 H 690 00521)

07/07/2022 Pre-Construction Meeting with Kleimer to work on FDOT NE 36th street first. 2 new manholes installations.

07.22.2022 Kleimer Cruz reaches out to start next week.

08.04.2022 Kleimer Cruz & crew working on NE 36th street with a one lane closure. NE 36th ramp is accessible to entry and exit.

08.30.2022 Requested Kleimer Cruz a status on the project.

09.06.2022 Kleimer Cruz called, we will meet Thursday at 09:30

09.12.2022 Kleimer's crew did the trench today below the pavers on the corner of west side of Buena Vista Ave north bound lane and NE 36th street (by the entertainment lot). He is planning to pour concrete tomorrow.

09.29.2022 Kleimer called he need to restore NE 36th and Buena Vista Ave east side and wait for other project to finish on NE 34th street as he wants to cross that area.

10.12.2022 Meeting with Larry Polk about several 5G poles (example: FL5292BA & FL5293BA City of Miami Permit PW20002133UP) in several areas.

12.01.2022 Meeting with Jessica Fernandez, Richard Ribe, Johnmani Seoane & Hector Mejia to discuss the surety bond and scope of work. The installation of 2 (two) 5G poles; FL5292BA & FL5293BA. They are requesting a Hold Harmless letter. Once provided to the District we will see if the District will accept it.

12.05.2022 Carolina send the Col Prerequisites.

01.24.2023 Larry reached out to discuss the pole color.

01.26.2023 FDOT Juan Velasquez replied to Larry in ref to the lane closure approval. Larry Provided a pole picture, could not open (see) it. I requested Larry plans for this new proposed pole.

01.27.2023 Larry provided a permit package for a new to install pole FL5472BA FDOT Permit #2021-H-690-00201 to be installed by Target on NE 36th Street. Requested again the Coi, etc...

01.30.2023 Received from Larry the Coi. Jessica Fernandez requesting a call in reference to the Surety bond requested by the District.

01.31.2023 Col has been approved by Guadalupe. Send email to Larry and Jessica that we are still missing the Surety Bond.

02.09.2023 Kleimer Cruz called asking when he can resume with the project. Let's meet when I get back from Orlando.

03.08.2023 Kleimer Cruz called asking when he can resume with the project. Tariq out on Sick Leave.

03.13.2023 Kleimer Cruz called asking when he can resume with the project. Tariq still out on sick leave.

XXX

4. North Block: Verizon – 2001CVNU-3401 N. Miami Ave. (Contractor = Mastec)
Location: N. Miami Ave at the height of Loading Dock entrance. (Enrique Hernandez – Meeting 03.15.2021 - Requested \$20,000 Surety bond)
NB - Verizon (Brittney Robinson & Kevin Rodriguez) – Site Center (Glen Sullivan) for Target and Bath & Body Works.

11.14.2022 Glen Sullivan included me in the email thread. Asked Brittney if he will be using existing conduits and manholes and requested plans. He added his Engineer Kevin Rodriguez.
11.15.2022 Brittney mentioned they do not believe that there are any existing conduits, etc.. reaching the Data room.
12.05.2022 Brittney reached out.
12.08.2022 Wrote Brittney that I did not see any plans. Brittney provided plans and I see that this is related to the project "started" in 03.2021. Glen wrote to Brittney.
12.12.2022 Kevin Rodriguez wrote to Glen in ref to a Point of Entry (POE).
03.07.2023 Kevin Rodriguez wrote to Glen to ask when they can survey the rooms. Glen approves and Kevin notifies that his team will be there on 03.08.2023.

5. **Site: SW 34th Street & N Miami Ave. – Main irrigation Leak (03.18.2021) VENDOR UNKNOWN.**

Wrote to the City of Miami, they said Mastec worked there.

03.25.2021 Met with Mastec; did not do the damages.

03.26.2021 Wrote again to the City of Miami, they said TECO People Gas worked there. PW20000670UP

03.29.2021 Met with TECO People Gas; did not do the damages.

04.06.2021 Wrote to the City of Miami, they said WASD (emergency repair) worked there. PW19001923UP

04.07.2021 Lissette Hildago (WASD); we will not repair.

04.15.2021 Wrote to the City of Miami.

05.19.2021 Follow-up with the City of Miami.

05.20.2021 City replied that WASD did not want to accept responsibility.

05.21.2021 Proposing WASD to install a new water meter with corresponding backflow meter.

06.01.2021 Contacted Oscar Vasquez WASD (Chief) to see what we can do.

06.02.2021 Oscar Vasquez put me in contact with Juan Pelay (WASD); we discussed to cap both sides of the leaking area (north and south) of the street and install on the north side a brand new irrigation meter with a corresponding backflow meter.

06.02.2021 Contact Process Runner Patricia C. to start the process of applying for a water meter / Backflow meter. For the application we need a survey.

06.03.2021 Contacted Oscar & Juan in reference to the survey request.

07.07.2021 Email follow to surveyor

07.08.2021 Surveyor called and I clarified what I need for WASD.

07.19.2021 Email follow with surveyor.

07.30.2021 Email follow with surveyor. Received the Survey. Forwarded the survey to the process runner.

08.05.2021 Process Runner called me and in conference with WASD, assisting with clarifying.

08.10.2021 requested process runner status of project.

08.11.2021 process runner called needs info. WASD send an automated reply that the application was received.

08.12.2021 Latarsha Cleare from WASD called asking clarification to where the new meter should be installed. Modified the survey and resend it to her. Received the invoice to pay. Send email to Oscar Valdes and Juan Pelay asking if there was anyway, we could get a discount.

08.12.2021 Ricardo Rojas gave paving contractor a notice of violation in reference to as build were we could see if they damaged the main water irrigation line.

08.13.2021 Juan Pelay replied to unfortunately no discount.

08.18.2021 Paid to have water meter installed. Send email to Juan Pelay asking to see if he can expedite.

09.01.2021 Follow-up email to Juan Pelay.

09.24.2021 Follow-up email to Juan Pelay.

10.12.2021 Follow-up email to Juan Pelay.

12.xx.2021 contacted process runner to follow up with City and WASD.

12.xx.2021 WASD revising plans & dealing with the City of Miami for the Permit.

01.19.2022 WASD – Anton discussed in MOT to install meter. Reached out to Anton. X

01.26.2022 Called Alain Nunez to request status; City inspector requested WASD to RE-asphalt the street as it is still within its moratorium.
02.16.2022 WASD – Isabel Rodriguez came back with a invoice for the restauration of the Asphalt.
03.04. & 03.07.2022 Went to WASD New Business to pay for the asphalt restoration.
03.16.2022 Received an email that a Set Meter request has been created.
03.30.2022 Met with WASD Installers to discuss location of water meter to install.
05.05.2022 Meter box has been installed on N Miami Ave. Notified Brightview; Carlos to install backflow and connect the system to the existing irrigation system.
05.12.2022 Backflow has been installed waiting for meter to be placed.
05.17.2022 Patricia process runner went back to WASD to follow-up on the water meter placement.
06.23.2022 Meter has been placed but no water is flowing.
07.15.2022 Called WASD call center that we still have no water. Met with WASD onsite and got the water turned on, notified Carlos Victoria to check the whole irrigation system (Island 1 and surrounding areas)
07.22.2022 Received a quote to repair.
07.25.2022 Approved quote.
07.27.2022 Discussing with Carlos Victoria logistics on installing irrigation on Island 1 (close to NE 36th street)
08.02.2022 Discussing with Jason Pillifant Green Island ficus in the median Island #1. Gave OK to proceed to Carlos Victoria.
08.15.2022 Requested Carlos status, Green Island Ficus needs to get removed. Gave OK to proceed.
08.30.2022 BrightView removing the Green Island Ficus from Island 1 in the median.
09.01.2022 Irrigation system has been installed.

6. NB: MCI Metro; Verizon - Project 1808AHXZ.529 – Cynthia Ferrell (DraftPro's) & Ann Cline (06.02.2021)
06.04.2021 Received new revised plans. (Jonathan Leon-DraftPro's)
06.16.2021 Received an updated version of the revised plans. (Jonathan Leon)
06.22.2021 Requested clarification on phase 2 of plans & time frame, etc.. Jonathan clarified and forwarded remaining questions to Aylin for more clarification.
07.06.2021 Received clarification on expected duration of project. (Aylin Alban-Mastec)
07.12.2021 Reviewed the plans & asked questions. Received clarification from (Jonathan Leon).
07.29.2021 Requested final revised plans to discuss the surety bond amount.
xx
10.07.2021 offered Mastec to take full responsibility for both projects going on in the district. Cynthia Ferrell said she would reach out to Mastec to see what they say.
**** Project on HOLD. ****
01.14.2022 Steven Lencse reached out to request status.
02.16.2022 Steven Lencse reached out to request status.
03.16.2022 Project has been started again.
03.17.2022 Meeting set for Thursday 03.24.2022
03.18.2022 Requested Col.
03.22.2022 Send email requesting the permits and several other questions.
03.23.2022 They provided the Col. No workers Comp and automobile, they need to revise.
03.24.2022 We were supposed to meet and no one showed up. Meeting rescheduled from next week. They provided a revised Col.
03.25.2022 Col approved.
03.28.2022 Greg Arguez setup meeting to meet Manuel Echevarria and or Alexander Perez.
03.29.2022 Met with Alexander Perez and discussed the SoW. Requested Greg Arguez a \$30,000 surety bond.
04.14.2022 Steven Lencse emailed the bond.
04.18.2022 Carolina Reyes verified the security bond
04.29.2022 Trisha Arroyo requested our address to mail the original bond to. I replied to her.

05.16.2022 Send email to Trisha Arroyo requesting an update on the project. Steven Lencse replied. Asked him for a copy of the permit.
 05.17.2022 Steven Lencse Replied that the permit is expired and that they are trying to extend it.
 06.08.2022 Steven Lencse supplied the renewed permit.
 06.09.2022 Asked him when they plan to begin?
 06.10.2022 Steven Lencse requested 811 (locates), he plans to start after 07.04.2022.
 07.11.2022 Send email asking when they plan to start project?
 07.15.2022 City of Miami Permit # PW20001959UP001; Mercy Marus (Sotitia Marus) called me, they worked last night on NE 34th street and they found a pipe and could not do what the planned todo. We will meet onsite on Monday.
 07.18.2022 Had a meeting with Mercy Marus, discussed District concerns with City of Miami PW, vendor.
 08.02.2022 Mercy Marus meeting another vendor today as previous vendor could not do the work. Steven Lencse informed us that he is still waiting for the markings to be done before start..
 08.30.2022 Greg Arguez send an email and Alex Perez called me to mention that work would start on Thursday 9/1.
 09.07.2022 Mercy called to discuss restoration. I send an email with an area of concern.
 09.16.2022 Mercy called to provide an update. Waiting on contractor to restore.
 09.26.2022 Send Mercy & Greg an email asking about restoration. Greg replied that Anthony from JM Builders will be doing the restoration.
 09.30.2022 Met with Greg to discuss restoration and access into NB data room, I put him in contact with Glen Sullivan from Site Centers.
 10.05.2022 Greg XX
 10.06.2022 Met with Mercy to discuss the restoration & pressure washing of the area next week.
 10.11.2022 Installing fiber
 10.20.2022 Pavers are missing
 10.24.2022 Anthony Sans called me if I had any extra pavers he could buy.
 10.25.2022 Restoration of pavers.
 10.26.2022 Anthony called me asking me about the restoration of the concrete on NE 34th street.
 10.29.2022 They took pavers from another location to fix the work area.
 10.31.2022 Send email that pavers were removed at another location to finalize worked area and that some pavers were a trip hazard.
 11.02.2022 Pavers repaired.
 12.13.2022 All marking on sidewalk were removed. Project is DONE.

7. Site: N. Miami Ave. & South Block (Comcast) – MFI 052044 Summer DeBella & Andrea Chavez & Nicole Lambert (07.16.2021)
 07.16.2021 Requested permit # & MOT Plan, Col & Surety Bond (No amount established yet).
 07.26.2021 Provide Col is incorrect.
 **** Project on HOLD. ****
8. Site: MidBlock - Comcast: Julio (07.19.2021) (610) 628-9411 & Diana Goecke.
 **** Project on HOLD. ****
9. Site: Midblock West Nordstrom – Lumen/CenturyLink; Jamie Jallick, Rolando Santos, Anelissa Roncal, Rolando Santos (08.12.2021)
 08.20.2021 Requested Col and Permits, etc..
 08.30.2021 Follow-up on site meeting.
 09.02.2021 Site meeting with Ricardo Santos; Discussed concerns.
 09.08.2021 received updates plans from Jaime Jallick.
 09.14.2021 & 09.16.2021 building access agreement
 09.20.2021 Resend my concerns.
 09.30.2021 Engineers are working on items noted in my request.
 **** Project on HOLD. ****
 02.04.2022 Victoria Crump reached out if they can start? They are still missing permit, etc... Col is expired, requested an updated one.
 02.08.2022 Advised that Comcast still needs to finish.

02.09.2022 Received updated Col.
02.17.2022 Nicole Mulloy (Site Centers) discussing agreement for Site Centers.
02.22.2022 Agreement with Site Centers has been fully executed.
03.23.2022 Nicole Mulloy (Site Centers) asking about a check.
03.30.2022 Nicole Mulloy (Site Centers) following-up on request.
09.28.2022 Victoria Crump reached out; Provided City of Miami permit (PW21001551UP 07/22/22) Is the Comcast project done? Col is expired. Waiting on 2 projects on NE 34th street to finish. (Mastec; FDOT/ Kleimer Cruz & Mercy Sotiria/Greg Arguez). Did not receive any bond yet!
XXX
**** Project on HOLD. ****

10. N. Miami Ave. – MMCDD - PW21002024UP Street lights (CDD Project) – Omar Electric & Antonio Varona.
09.27.2021 Short under the road.
xx.xx.2021 created MOT drawings
xx.xx.2021 Locator marked N. Miami Ave.
10.28.2021 Signed City of Miami application
12.zz.2021 City of Miami plans approved waiting for Miami-Dade County plans.
01.26.2022 Antonio Varona Provide status? – MDC wants a revision.
02.11.2022 Antonio Varona Provide status
XX
04.01.2022 Request status on the Miami-Dade permit.
04.04.2022 waiting for Miami Dade county to complete their review of the plans submitted.
05.03.2022 Requested an update on the County permit.
05.06.2022 Antonio Varona notified me that we can pay the permit. Cost \$910.00. Paid the permit. Antonio will provide an **invoice** and get it to me.
XX
05.xx.2022 Need to discuss / organize what vendor does what?
06.xx.2022 Contacted Road GC.
XX
01.04.2023 Moratorium is over. Reached out to Glen to check Loading dock dates.
01.13.2023 Send Glen a reminder.
01.18.2023 Discussed in the MOT.
01.25.2023 Send Glen a reminder. Glen asked if on a Sunday it would work.
01.26.2023 Glen set dates for Monday 27th and Tuesday 28th February, Notified Alex from Omar Electric and Dennis from Castor Construction. They BOTH acknowledged the dates.
02.09.2023 Confirming with Omar Electrical and Castor Construction the dates
02.27.2023 Crew started working in the West Loading Dock area to fix lights.
02.28.2023 Crew continued working, managed to get the lights back on. They found that a 4" piped went through our existing conduit. Crew needs one more day. Requested permission from Glen (Site Centers). Received authorization.
03.01.2023 Concrete was poured in the drive way.
03.17.2023 Started creating email to City of Miami in ref to 4" directional bore conduit.
11. N. Miami Ave. – MMCDD – Royal Palms Project (CDD Project) – Brightview.
09.10.2021 Contacted Antonio Varona the permit process Runner.
09.13.2021 Discussed plans, MOT, etc.
09.16.2021 Discussing MOT specifics.
10.08.2021 Getting all paperwork ready to register Brightview in the City of Miami.
10.13.2021 Process Runner requesting licenses and Insurance documents.
04.XX Issues with MDC, requested assistance from City of Miami; Mario
05.03.2022 Requested an update on the County permit.
05.24.2022 Antonio called me, we need a copy of a recorded covenant.

06.17.2022 Emailed Antonio requesting screen shot of what reviewers want.
 06.19.2022 Requested process runner to search for covenant.
 06.21.2022 Process runner went to MDC; could not find.
 06.23.2022 Looking for recorded covenant.
 06.30.2022 Received recorded covenant.
 07.01.2022 provide recorded covenant to permit process runner; uploaded to MDC.
 07.06.2022 Requested an update
 07.07.2022 Miami Dade county want revision of plans.
 07.18.2022 Antonio contacted Jose from Interactive Blue to get a quote for the drawings.
 07.25.2022 Follow-up with Antonio.
 07.27.2022 Requested plans from Antonio.
 07.29.2022 Requested again plans from Antonio.
 08.01.2022 Requested again plans from Antonio.
 08.02.2022 Requested again plans from Antonio.
 08.03.2022 Antonio requested the Covenant for Miami Dade County.
 08.04.2022 Requested Patricia if we need a covenant whole we have one. She replied that this would be one for MDC as the one we have is for City of Miami.
 08.05.2022 I approved for her to follow-up.
 08.16.2022 Provided Covenant to Antonio. He will get it recorded and will uploaded asap.
 08.29.2022 Received a Miami Dade Public works application from him.
 08.30.2022 Got BrightView to sign and notarize the application form and send it back to Antonio.
 08.31.2022 Requested Antonio for the plans. Received them.
 09.14.2022 Requested an update of the permit approval status.
 09.16.2022 No update yet.
 09.21.2022 2 Reviewers approved, 3 still pending.
 11.17.2022 Requested an update on the review, still pending.
 01.04.2023 Requested an update on the review, still pending.
 01.12.2023 Permit has been issued.
 01.18.2023 Received Permit & Discussed in the MOT. Discussed with Jason P the Royal palms.
 01.31.2023 Follow up on Royal Palms with Jason and Jay. Send email to Antonio Varona.
 XX

12. Lot 7

12.xx.2021 Damage of SOD and possible irrigation system.
 08.04.2022 Send an email as the weeds are overgrowing over the existing chain-link fence. They replied they will take care of the issue.
 08.05.2022 Send a follow-up email as there are other areas of concern.
 08.08.2022 Camilo Cedeno reported that the lot will be cleaned today.
 09.20.2022 Send an email as the weeds are overgrowing over the existing chain-link fence.
 09.30.2022 Followed-up on the previous email. They replied they will take care of the issue.
 10.01.2022 Francys Soza send an email with pictures of the cleaning of the weeds, etc.. on the East and South side.

13. South Block North: The Standard Residences

11.16.2021 a sale center pad has been installed.
 12.27.2022 s sale banner has been installed on the façade of South Block Garage.
 03.02.2022 A fence and fence wrap has been installed; it does not provide the CDD access to the existing electrical panels and they are encroaching into CDD property on the north and south side of the lot.
 03.10.2022 A fence banner has been installed.
 03.14.2022 Juan Alvarez reached out to Bruce Cavossa and Luis Franco to have a site meeting.
 03.21.2022 Juan Alvarez sends a reminder to Bruce and Luis.
 04.01.2022 Tariq send Email to Carlos Rosso requesting to assist as his staff is not responsive.
 04.07.2022 District engineer approved encroachment in order to facilitate construction .
 08.01.2022 District bollard has been removed without approval, trip hazard in concrete sidewalk was left behind.
 08.05.2022 Notified Carlos Rosso and team about the bollard. Luis wrote back it was fixed but it is NOT fixed.

08.08.2022 Bollard has been restored.
09.13.2022 Buena Vista Ave sales center. Added plants in Districts planters and added plant pots all over the sidewalk. Requested them to remove & relocate.
09.16.2022 Emailed management in reference to the 4x4 wood posts installed in the ENT lot.
09.21.2022 Follow-up on the previous send email. Container will be removed 09.22.2022.
09.23.2022 South West post have been removed. Container is still on site.
09.26.2022 Container will be removed today.
xx
01.xx.2023 Discussing with District Engineer of the proposed digging they plan todo.
xx

14. Gio – Removery (Buildout) - NE 32nd Street – 04.05.2022

Daniel Franco
04.05.2022 Requested an onsite meeting.
04.18.2022 Daniel wants to meet on 4.25.2022 I will not be available. Proposed 4.26.2022
04.21.2022 Daniel Franco onsite meeting set up for 04.26.2022
04.26.2022 Meeting Daniel & Contractor to discuss MMCDD sidewalk, etc..
07.05.2022 they contacted me for putting a generator outside. Put them in contact with Stephen E.
11.17.2022 Requested an update on completion date. Joe Silvaggi; they received their Certificate of Completion on 09.03.2022.
12.02.2022 Will Douglas reached out that they will hang the exterior sign on Tue 12/06/2023.
12.05.2022 Send email requesting the Col, etc from them before any work get's done.

15. MBW – Fresh Kitchen (Buildout) – Ex Hurricane Grill Space. – 04.20.2022 (BD2102004600B001)

Pippa send email.
04.20.2022 Pippa requested an onsite meeting for 05.02.2022
04.21.2022 Pippa provided the Col. Carolina verified the Col and approved.
04.27.2022 Diana Keller (DK) called me to discuss staging plans. City of Miami Permit: BD21-020046-B001
05.06.2022 They put temporary for demo a dumpster outside on the parking lot.
05.23.2022 Dumpster has been removed.
07.20.2022 David Rose (DR) reached out as Fresh Kitchen hired them to install a brand-new grease trap.
07.25.2022 Meeting with DR to discuss Districts concerns. They still did not receive their permit. Put him in touch with Javier A. from MPA and Thad Carraway from Lanier parking for parking in the garage.
07.29.2022 AC Vendor (754) 209-9576 contacted me for a MOT as they want to close the street to put a crane.
08.05.2022 Send email to DK to notify about no response from AC Vendor. DK called me to discuss the AC Vendor.
08.15.2022 DR stated his grease trap project.
8.29.2022 DR finished his grease Trap project.
09.07.2022 Delivery of Materials and Equipment.
11.17.2022 Requested an update on completion date. Diana Keller; closing finals and waiting for outdoor seating.
01.04.2022 Diana reached out and they received their Certificate of Completion yesterday.
01.xx.2022 Stopped Sign company from blocking the sidewalk without approval, did not receive Col, etc..
01.xx.2023 Recived Col, etc.
01.27.2023 They plan to install the sign on Thursday 02.02.2023.
02.03.2023 Sign was installed

16. NB – Midtown Miami CDD Warranty Waterproofing of North Block 2nd floor garage floor.

Michael Matthew, Tom Slater, Calvin x, Carlos Paulino, Juan Alvarez.
07.11.2022 Started Major Phase I Project
07.27.2022 Materials arrived on site.
07.25.2022 Closed sub-phase I (Ramp on NE 34th street).
08.02.2022 Opened sub-Phase 1A; Ramp on NE 34th street. Started sub-Phase 2.

08.04.2022 sub-Phase 1 stripping
08.05.2022 sub-Phase 1 open again.
08.10.2022 sub-Phase 2 open again Started Phase 3.
08.19.2022 sub-Phase 3 started stripping.
08.22.2022 sub-Phase 3 open again and started phase 4. Phase 4 slit in 2 phases.
08.26.2022 sub-Phase 4A started stripping.
08.29.2022 sub-Phase 4A is back open. sub-Phase 4B is still closed as we are waiting for material. (Access to Target and Marshalls is open). Tom Slater is waiting for feedback from Ronald (Ron) Poleon from Lymtal to material delivery.
09.05.2022 Received a partial of the pending materials.
09.06.2022 Tom Slater informed me he is waiting for the pending materials.
09.07.2022 Tom Slater informed that he is expecting the materials to arrive today.
09.12.2022 sub-Phase 4B is Back open, missing NO PARKING signs in front of the CDD Office and the expansion joint "protection" plates. Restocon has ordered new stencils.
09.21.2022 NO PARKING signs have been painted. Project is DONE.
Project ramps will be added to this project. - Major Phase I DONE.
Major Phase II will start on 16th Jan 2023.
sub-phase I; 34th street Ramp & Ramp between 2nd & 4rd Floor.
sub-Phase II; 36th street Ramp.
10.13.2022 Send email in reference to 2nd floor entry and exit gates area. Membrane has come loose from base.
10.18.2022 Ron Poleon came to check on the gate area. Area was not done correctly.
11.03.2022 Material arrived and was stored.
11.17.2022 Send email in reference to Core A (Target area) close to Column A01. Membrane has come loose from base. Tom Slater replied the area will be repaired once they come out in Jan 2023.
01.16.2023 Closed NE 34th street Ramp and the Ramp between the 2nd and 3rd floor.
01.17.2023 Looking for an area in the loading dock to drop the dumpster.
01.23.2023 NE 34th street ramp was opened and NE 36th street ramp was started.
01.30.2023 Ramp opened. Project done.

17. Hyde – Swing Stages – Henry Souto (Hyde Chief Engineer) 08.05.2022

08.05.2022 He called and discussed the project.
08.08.2022 Antoine (786) 825-9623 called he works for Empire Works, he will be doing work on the south and west side of the Hyde. North as well but that does not concern MMCDD.
08.09.2022 Met with John & Henry Souto to go over the MOT and concerns.
08.19.2022 Alina Cruz contacted me (Midtown 2) that NO one has reached out to her. We are still waiting for a Col.
08.22.2022 Send a reminder on the Col.
08.30.2022 Send a reminder of the unreceived Col.
09.02.2022 received the Col and WC.
11.10.2022 project has been finished.

18. NE 36th street Pole Installation – Crown Castle (This is partial work that is connected to item nr 3 above)
Urma Charlemange (08.10.2022)

08.10.2022 Urma Charlemange (UC) (Permit Coordinator) send the email with the MOT Plan. 2021-H-690-00035 (FL5292BA)
08.11.2022 Send Urma an email to let her know that there is another project going on on NE 36th street and she has to wait till they are done. Carolina sent her the Col requirements.
08.23.2022 Larry Polk (LP) email (LCIS-2 FL5292BA Site – CMS PO 3948) me with answers to my questions. Kerry Ann Baychu sent us the Col.
08.24.2022 LP send the latest plans.
08.30.2022 Forwarded the Col to Carolina so she can check it.
09.07.2022 Col has been approved by Carolina Reyes.
XX
09.21.2022 UC send an email requesting an update on the LCIS (??)
09.23.2022 Juan Velasquez (FDOT) called if the district approves the restorations of the work that was done

on NE 36th street. Send email to UC asking what they need?

XX

19. Lot 1 TerraGroup- Santiago Eliashev & Rocio Martinez (09.08.2022)
09.08.2022 Received email on scheduling an appointment to discuss the non-standard improvements.
09.19.2022 Received a follow-up on scheduling an appointment. Set appointment for Friday 9.23.2022.
09.23.2022 Had a MS Teams meeting with Santiago & Rocio (and others) discussed the Districts Non-Standard improvements.
10.21.2022 Send them the specifications of the non-standard improvements & the introduction email to FDOT & requesting what light fixtures on NE 35th street they are proposing to remove. They are proposing to remove 4 Hess Faro light Fixtures from NE 35th street.

XX

20. Hyde – Salvaje Restaturant - Martina Maione (10.19.2022)
10.19.2022 Received email from Karen Diaz (KD) property manager of the Hyde in reference to a crane needed to bring up to the deck several items.
10.20.2022 received a call from Elan the architect of the work, discussed MOT plans, noise waiver, closing on the north bound lane and the side walk, days of allowed closure, etc..
10.21.2022 Christopher provided a MOT plan for the proposed crane location, etc.. (Gold Coast Crane) CDD Provided Col prerequisites.
10.22.2022 Martina Maione provided plans.
10.24.2022 Plans are finalized and expired. Looking at other ways of resolving the issue.
10.25.2022 They plan to make use of Swing Stages that are currently there.
12.01.2022 Project has been finilised.

21. MBE – Harrison Crane – Replacing AC units on Roof. – 08.04.2022
Mario Machin (MM) sent an email with Michael Harrison (MH) info.
08.04.2022 Received proposed MOT plan. On call with MH, Carlos Sanchez (CS) & Michael Samuel (MS) to discuss MOT and proposed day & hours. Requested Col and received it.
08.12.2022 send email to MH to see if there is any update. He replied.
08.15.2022 Send email to MH to be sure to talk to Manuel Arango (Fire Rescue)
08.22.2022 Midtown Blvd. closed with MOT. MPD on site as well.
Project Phase I - DONE.
10.20.2022 Continuation from last year... Mike reached out as they want to close the road again. Discussing proposed 2nd and final closure of Midtown Blvd. for Monday 11/07/2022.
10.21.2022 Mike provided the plans and has requested the city of Miami to revise the permit dates.
10.26.2022 David Harrison in the MOT. Mario Machin said that MPD and MPA are still missing to approve.
10.27.2022 MPA States parking spots were not paid back on 22nd Aug 2022.
11.01.2022 Previous parking spots have been agreed to get paid.
11.04.2022 Material has NOT arrived so the road closure & Crane setup got cancelled.
11.16.2022 Send MH & CS a reminder as 2022 Holiday Season Moratorium is starting Tuesday 11.22.2022.
11.30.2022 MH emailed asking for a follow-up. Evelyn Brache (HVAC Masters) replied they are still waiting for parts.

XX

22. Midtown 2 – Alina Cruz (10.20.2022)
10.20.2022 Discussed scaffolding.
11.16.2022 Send a follow-up email asking about the status.
23. NE 36th street & N Miami Ave. - Breezeline / Atlantic Broadband utility work / FDOT Permit 2022-H-690-00336.
FDOT; Juan Velasquez
Breezeline; Roberto Cruz & Adriana Contreras.
11.14.2022 Juan called that Breezeline would like to work on NE 36th and N Miami Ave. right in front of Ross 1st floor entrance.
11.15.2022 Roberto Cruz reached out, he emailed plans & permits. Due to the short time before the start of

the 2022 Holiday Season Moratorium Tariq did not approve the proposed start on Monday 11.21.2022 of the project. Tariq recommended they plan/schedule for start on Jan 2023.

11.16.2022 Roberto Cruz confirmed proposed start on Monday 11.21.2022 has been declined. I notified him to plan for Jan 2023. Adriana Contreras (Permit Manager) contacted me for Jan 2023.

11.17.2022 Replied to Adriana that she can schedule for Jan 4th but will need to revise all documents and deliver a valid Col.

11.18.2022 Adriana requested Carolina info about the Col, etc..

01.04.2023 Adriana resent the email I send her on 11.18.2022. I send her the Col Guidelines.

01.05.2023 Received the Col. Asked if Unitec will be doing the work?

01.11.2023 Adriana asked if we approve for them to start. They need a letter from us that we approved.

01.13.2023 Adriana requested the letter. Replied to her with a few questions.

01.18.2023 Adriana replied to my questions and I asked questions again.

01.23.2023 Adriana replied to my questions and I asked questions again.

02.08.2023 Adriana replied to my questions and I asked questions again.

02.24.2023 Adriana provided Heberto contact information.

03.01.2023 Roberto called to setup a meeting with FDOT.

24. Five Guys Midtown RTU Replacement; Chris Sonnhalter, Kevin Garden, Glen Sullivan.

11.28.2022 Glen forwarded an email from Chris. Replied with requirement for Col and MOT, etc..

Requested Carolina to provide Col prerequisites. She provided Chris with the prerequisites.

Chris said Kevin Garden will be managing the project.

Kevin acknowledged receiving the Col prerequisites.

12.01.2022 Kevin Garden provided the Col.

Never heard back from them.

25. Lot 1 -

Pending Items

Project developer / contractor unknown

Project temporary on HOLD.

project completed

Planned FUTURE Projects:

1. East Coast Ave - Hotwire -(20190618)

Pay attention to: Sidewalk damages, SOW Directional Boring, installing man holes and pulling cable from man hole to man hole.

2. FDOT & MDC & City of Miami - Railroad Crossing and Roadway Reconstruction Project.

NE 36th Street & NE 4th Ave & Federal Highway. (Virtual Meeting 11/30/2020 Fernando Gomez, Hector Badia)

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
ALL



Lanier Parking Solution
 3401 N Miami Ave Ste 134
 Miami, Fl. 33127

Monthly Parking Report- April 2023
Executive Summary

	<u>North Garage</u>		<u>South Garage</u>		<u>Mid Block Garage</u>	
	<u>Mar-23</u>	<u>Apr-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>Mar-23</u>	<u>Apr-23</u>
Garage Retail and Office	587	587	327	338	0	0
2 Midtown Residents	15	15	10	11	0	0
2 Midtown Retail	1	1	0	0	0	0
3 Midtown- Hyde Resident	0	0	4	3	0	0
4 Midtown Resident	1	1	27	31	0	0
4 Midtown Retail	0	0	3	3	0	0
5 Midtown Residents	0	0	28	38	0	0
6 Midtown Residents	0	0	1	1	0	0
GIO Residential	0	0	3	3	0	0
Midtown Yard 8 Residents	0	0	2	2	0	0
Midblock Residents	0	0	4	4	0	0
Midblock East Offices	4	4	29	31	37	34
Midblock East Retail	13	14	51	54	0	0
Midblock West Retail	45	45	46	47	0	0
Secondary Vehicles	52	49	27	24	1	1
Complimentary	91	93	0	0	331	316
	809	809	562	590	369	351

Notes

Secondary vehicles are necessary due to the AVI but are accounted for as complimentary.



Lanier Parking Solution
 3401 N Miami Ave Ste 134
 Miami, Fl. 33127

Transient Parking
 Year-over-Year Comparison

North Block

South Block

		Revenue						Tickets							
		2022		2023				2022		2023					
		2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023
		\$9,168.00			2954			\$ 1,521.00			321				
4/1/2023	Saturday	\$12,288.00	\$11,123.00	-9.48%	4010	3607	-10.05%	\$2,239.00	\$ 2,339.00	4.47%	474	519	9.49%	Friday	4/1/2022
4/2/2023	Sunday	\$10,642.00	\$9,007.00	-15.36%	3481	3051	-12.35%	\$2,016.00	\$ 2,295.00	13.84%	358	374	4.47%	Saturday	4/2/2022
4/3/2023	Monday	\$7,216.00	\$7,065.00	-2.09%	2408	2313	-3.95%	\$869.00	\$ 1,397.00	60.76%	197	252	27.92%	Sunday	4/3/2022
4/4/2023	Tuesday	\$7,630.00	\$7,710.25	1.05%	2511	2520	0.36%	\$839.00	\$ 1,249.00	48.87%	196	302	54.08%	Monday	4/4/2022
4/5/2023	Wednesday	\$7,690.00	\$8,503.00	10.57%	2616	2520	-3.67%	\$1,344.00	\$ 1,264.00	-5.95%	262	271	3.44%	Tuesday	4/5/2022
4/6/2023	Thursday	\$7,601.00	\$7,679.00	1.03%	2556	2584	1.10%	\$1,133.00	\$ 1,385.00	22.24%	263	300	14.07%	Wednesday	4/6/2022
4/7/2023	Friday	\$8,890.00	\$9,818.00	10.44%	2931	3321	13.31%	\$1,808.00	\$ 1,673.00	-7.47%	365	375	2.74%	Thursday	4/7/2022
4/8/2023	Saturday	\$11,585.00	\$11,664.00	0.68%	3705	3717	0.32%	\$2,643.00	\$ 2,484.00	-6.02%	541	526	-2.77%	Friday	4/8/2022
4/9/2023	Sunday	\$10,307.00	\$3,204.00	-68.91%	3249	984	-69.71%	\$2,195.00	\$ 1,422.00	-35.22%	365	262	-28.22%	Saturday	4/9/2022
4/10/2023	Monday	\$7,644.00	\$7,587.00	-0.75%	2548	2532	-0.63%	\$1,430.00	\$ 968.00	-32.31%	226	209	-7.52%	Sunday	4/10/2022
4/11/2023	Tuesday	\$7,956.00	\$7,377.00	-7.28%	2651	2517	-5.05%	\$1,317.00	\$ 1,184.00	-10.10%	264	235	-10.98%	Monday	4/11/2022
4/12/2023	Wednesday	\$8,390.00	\$6,430.00	-23.36%	2842	2358	-17.03%	\$1,431.00	\$ 1,176.00	-17.82%	272	219	-19.49%	Tuesday	4/12/2022
4/13/2023	Thursday	\$8,688.00	\$6,938.00	-20.14%	2848	2294	-19.45%	\$1,259.00	\$ 1,124.00	-10.72%	278	240	-13.67%	Wednesday	4/13/2022
4/14/2023	Friday	\$10,999.00	\$7,671.00	-30.26%	3679	2597	-29.41%	\$1,760.00	\$ 1,364.00	-22.50%	360	309	-14.17%	Thursday	4/14/2022
4/15/2023	Saturday	\$12,384.00	\$10,565.00	-14.69%	4050	3524	-12.99%	\$1,764.00	\$ 2,017.00	14.34%	427	495	15.93%	Friday	4/15/2022
4/16/2023	Sunday	\$3,170.00	\$8,272.00	160.95%	1054	2839	169.35%	\$1,391.00	\$ 2,016.00	44.93%	223	385	72.65%	Saturday	4/16/2022
4/17/2023	Monday	\$8,176.00	\$5,846.00	-28.50%	2799	2015	-28.01%	\$832.00	\$ 763.00	-8.29%	200	203	1.50%	Sunday	4/17/2022
4/18/2023	Tuesday	\$7,547.00	\$5,593.00	-25.89%	2556	1951	-23.67%	\$1,061.00	\$ 1,216.00	14.61%	242	235	-2.89%	Monday	4/18/2022
4/19/2023	Wednesday	\$7,694.00	\$6,080.00	-20.98%	2584	2073	-19.78%	\$1,204.00	\$ 1,153.00	-4.24%	269	270	0.37%	Tuesday	4/19/2022
4/20/2023	Thursday	\$7,804.36	\$6,907.00	-11.50%	2677	2307	-13.82%	\$1,181.00	\$ 1,796.00	52.07%	298	382	28.19%	Wednesday	4/20/2022
4/21/2023	Friday	\$9,136.00	\$7,627.00	-16.52%	3037	2594	-14.59%	\$1,526.00	\$ 1,577.00	3.34%	344	359	4.36%	Thursday	4/21/2022
4/22/2023	Saturday	\$11,692.00	\$9,590.00	-17.98%	3786	3233	-14.61%	\$2,052.00	\$ 2,052.00	0.00%	482	493	2.28%	Friday	4/22/2022
4/23/2023	Sunday	\$9,281.00	\$7,750.80	-16.49%	3117	2838	-8.95%	\$1,484.00	\$ 2,069.00	39.42%	315	386	22.54%	Saturday	4/23/2022
4/24/2023	Monday	\$6,675.00	\$5,465.00	-18.13%	2266	1972	-12.97%	\$987.00	\$ 919.00	-6.89%	211	206	-2.37%	Sunday	4/24/2022
4/25/2023	Tuesday	\$8,809.00	\$6,057.00	-31.24%	2361	2111	-10.59%	\$916.00	\$ 1,281.00	39.85%	240	248	3.33%	Monday	4/25/2022
4/26/2023	Wednesday	\$7,334.00	\$6,121.00	-16.54%	2471	2122	-14.12%	\$1,208.00	\$ 1,431.00	18.46%	240	304	26.67%	Tuesday	4/26/2022
4/27/2023	Thursday	\$7,496.00	\$6,605.00	-11.89%	2538	2326	-8.35%	\$1,693.00	\$ 1,412.00	-16.60%	284	252	-11.27%	Wednesday	4/27/2022
4/28/2023	Friday	\$8,688.00	\$7,857.75	-9.56%	2845	2606	-8.40%	\$1,557.00	\$ 1,635.00	5.01%	311	349	12.22%	Thursday	4/28/2022
4/29/2023	Saturday	\$12,422.00	\$10,224.00	-17.69%	3942	3391	-13.98%	\$2,492.00	\$ 2,125.00	-14.73%	489	457	-6.54%	Friday	4/29/2022
4/30/2023	Sunday		\$9,079.00			3149			\$ 1,778.00			363		Saturday	4/30/2022
		\$265,002.36	\$231,415.80	-13%	87072	77966	-10.46%	\$45,152.00	\$46,564.00	3%	9317	9780	4.97%		

Revenue-by-lane Report

From:	3 :00:00 AM	Prepared by:	jencarnacion
To:	30/2023 11:59:59 PM	Generated:	5/2/2023 :27:01 AM
System server:	[1] DBS Central	Extended Income Report:	No
Car park:	[50] North Block		

Lane	Rate	Count VISA	VISA	Count MASTERCARD	MASTERCARD	Count AMEX	AMEX	Count DISCOVER	DISCOVER	Total Amount CC	Count Cash	Cash	Count Chaser	Chaser	Other	Total Revenue
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	30	.00 USD		.00 USD	.00 USD	.00 USD
	.00 USD	6	8,052.00 USD	662	3,324.00 USD	628	,256.00 USD	81	62.00 USD	,794.00 USD		.00 USD	52	.00 USD	.00 USD	,900.00 USD
	3.00 USD		6,342.00 USD	990	,970.00 USD	332	996.00 USD	54	62.00 USD	,470.00 USD		.00 USD	5	5.00 USD	.00 USD	,497.00 USD
	.00 USD	655	,619.00 USD	313	,252.00 USD		56.00 USD	3	52.00 USD	,379.00 USD		.00 USD	5	7.00 USD	.00 USD	,396.00 USD
	8.00 USD		,928.00 USD	95	760.00 USD	7	6.00 USD	7	56.00 USD	,960.00 USD		.00 USD		.00 USD	6.00 USD	,976.00 USD
	.00 USD	95	950.00 USD	37	370.00 USD	8	80.00 USD		.00 USD	,440.00 USD		.00 USD		.00 USD	.00 USD	,460.00 USD
	5.00 USD	3	645.00 USD	31	65.00 USD		50.00 USD		30.00 USD	,290.00 USD		.00 USD		.00 USD	.00 USD	,290.00 USD
	.00 USD	5	500.00 USD		.00 USD		.00 USD		.00 USD	760.00 USD		.00 USD		.00 USD	.00 USD	760.00 USD
	5.00 USD	8	.00 USD	3	75.00 USD		50.00 USD		.00 USD	325.00 USD		.00 USD		.00 USD	.00 USD	325.00 USD
	30.00 USD	3	90.00 USD		.00 USD	3	90.00 USD		30.00 USD	330.00 USD		.00 USD		.00 USD	30.00 USD	360.00 USD
	35.00 USD	30	,050.00 USD	9	665.00 USD		.00 USD		.00 USD	,855.00 USD		.00 USD		.00 USD	75.00 USD	,030.00 USD
	70.00 USD		80.00 USD		.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
	5.00 USD		5.00 USD		.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
24	Total Lane	7245	22,761.00 USD	3165	10,221.00 USD	1130	3,474.00 USD	162	532.00 USD	36,988.00 USD	130	0.00 USD	64	156.00 USD	235.00 USD	37,379.00 USD
26	Total Lane	0	0.00 USD	0	0.00 USD	0	0.00 USD	0	0.00 USD	0.00 USD	0	0.00 USD	0	0.00 USD	0.00 USD	0.00 USD
8	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	93	.00 USD		.00 USD	.00 USD	.00 USD
8	.00 USD	3955	7,910.00 USD	568	3,136.00 USD	619	,238.00 USD	76	52.00 USD	,436.00 USD		.00 USD	9	38.00 USD	.00 USD	,478.00 USD
8	3.00 USD	931	5,792.00 USD	852	,556.00 USD	321	963.00 USD	51	53.00 USD	9,464.00 USD		.00 USD		.00 USD	3.00 USD	9,468.00 USD
8	.00 USD	566	,262.00 USD	52	,008.00 USD		80.00 USD		56.00 USD	3,806.00 USD		.00 USD	3	6.00 USD	.00 USD	3,812.00 USD
8	8.00 USD		,616.00 USD	98	784.00 USD	33	64.00 USD	5	.00 USD	,704.00 USD		.00 USD		.00 USD	.00 USD	,704.00 USD
8	.00 USD	87	870.00 USD	39	390.00 USD	3	30.00 USD		.00 USD	,410.00 USD		.00 USD		.00 USD	.00 USD	,420.00 USD
8	5.00 USD		660.00 USD	5	5.00 USD		80.00 USD		30.00 USD	,095.00 USD		.00 USD		5.00 USD	.00 USD	,110.00 USD
8	.00 USD	8	360.00 USD	5	.00 USD		.00 USD		.00 USD	520.00 USD		.00 USD		.00 USD	.00 USD	520.00 USD
8	5.00 USD		50.00 USD		50.00 USD		50.00 USD		5.00 USD	375.00 USD		.00 USD		.00 USD	5.00 USD	.00 USD
8	30.00 USD		.00 USD		30.00 USD	3	90.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	360.00 USD
8	35.00 USD	5	525.00 USD	8	80.00 USD	7	5.00 USD		35.00 USD	,085.00 USD		.00 USD		.00 USD	70.00 USD	,155.00 USD
8	70.00 USD		70.00 USD		.00 USD		.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
28	Total Lane	6833	20,435.00 USD	2840	8,559.00 USD	1132	3,680.00 USD	153	531.00 USD	33,205.00 USD	93	0.00 USD	25	70.00 USD	222.00 USD	33,497.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	79	.00 USD		.00 USD	.00 USD	.00 USD
9	.00 USD	35	,070.00 USD	908	,816.00 USD	311	622.00 USD		84.00 USD	6,592.00 USD	66	,326.00 USD	3	6.00 USD	.00 USD	,928.00 USD
9	3.00 USD	798	,394.00 USD	381	,143.00 USD	6	38.00 USD		33.00 USD	,008.00 USD	788	,368.00 USD		.00 USD	-1.00USD	6,375.00 USD
9	.00 USD	80	720.00 USD		80.00 USD	38	52.00 USD	5	.00 USD	,372.00 USD	87	749.00 USD		.00 USD	-1.00USD	,120.00 USD
9	8.00 USD	71	568.00 USD		352.00 USD	3	.00 USD		8.00 USD	,032.00 USD	9	392.00 USD		.00 USD	.00 USD	,424.00 USD
9	.00 USD		.00 USD	6	60.00 USD	6	60.00 USD		.00 USD	60.00 USD	8	80.00 USD		.00 USD	.00 USD	740.00 USD
9	5.00 USD		80.00 USD	6	90.00 USD		.00 USD		.00 USD	70.00 USD	5	5.00 USD		.00 USD	.00 USD	95.00 USD
9	.00 USD		80.00 USD	6	.00 USD		.00 USD		.00 USD	.00 USD	7	.00 USD		.00 USD	.00 USD	380.00 USD
9	5.00 USD	3	75.00 USD		50.00 USD		.00 USD		5.00 USD	50.00 USD	5	5.00 USD		.00 USD	.00 USD	75.00 USD

29	30.00 USD		.00 USD		30.00 USD		.00 USD		.00 USD	50.00 USD	3	90.00 USD		.00 USD	.00 USD	.00 USD
9	35.00 USD		90.00 USD	3	5.00 USD		35.00 USD		.00 USD	630.00 USD		35.00 USD		.00 USD	.00 USD	665.00 USD
29	Total Lane	3145	8,937.00 USD	1487	4,346.00 USD	517	1,451.00 USD	60	170.00 USD	14,904.00 USD	3328	8,730.00 USD	3	6.00 USD	2.00 USD	23,642.00 USD
30	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	51	.00 USD		.00 USD	.00 USD	.00 USD
30	.00 USD	3462	6,924.00 USD	50	,900.00 USD	77	954.00 USD	85	70.00 USD	,948.00 USD		.00 USD		.00 USD	.00 USD	,954.00 USD
30	3.00 USD	378	,132.00 USD	638	,914.00 USD		612.00 USD	30	90.00 USD	6,748.00 USD		.00 USD		.00 USD	.00 USD	6,759.00 USD
30	.00 USD	342	,368.00 USD	5	500.00 USD	6	84.00 USD	7	8.00 USD	,080.00 USD		.00 USD		.00 USD	.00 USD	,080.00 USD
30	8.00 USD	81	648.00 USD	6	368.00 USD	3	.00 USD		.00 USD	,120.00 USD		.00 USD		.00 USD	8.00 USD	,128.00 USD
30	.00 USD	38	380.00 USD		.00 USD		.00 USD		.00 USD	600.00 USD		.00 USD		.00 USD	.00 USD	600.00 USD
30	5.00 USD	7	5.00 USD	8	.00 USD	5	75.00 USD		30.00 USD	630.00 USD		.00 USD		.00 USD	.00 USD	630.00 USD
30	.00 USD	5	.00 USD	3	60.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
30	5.00 USD	6	50.00 USD		50.00 USD		50.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
30	30.00 USD		.00 USD		60.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	30.00 USD	.00 USD
30	35.00 USD		770.00 USD		350.00 USD		70.00 USD		.00 USD	,190.00 USD		.00 USD		.00 USD	35.00 USD	,225.00 USD
30	Total Lane	5365	14,997.00 USD	2295	6,432.00 USD	761	2,179.00 USD	124	318.00 USD	23,926.00 USD	151	0.00 USD	1	2.00 USD	128.00 USD	24,056.00 USD
31	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	77	.00 USD		.00 USD	.00 USD	.00 USD
31	.00 USD	702	,404.00 USD	306	612.00 USD	32	64.00 USD		.00 USD	,322.00 USD	649	,298.00 USD		.00 USD	.00 USD	3,620.00 USD
31	3.00 USD	332	996.00 USD		360.00 USD	53	59.00 USD	6	8.00 USD	,533.00 USD	338	,014.00 USD		.00 USD	3.00 USD	,550.00 USD
31	.00 USD	6	.00 USD	52	8.00 USD	5	60.00 USD	3	.00 USD	704.00 USD	97	388.00 USD		.00 USD	.00 USD	,096.00 USD
31	8.00 USD	32	56.00 USD		88.00 USD	3	.00 USD		6.00 USD	384.00 USD	33	64.00 USD		.00 USD	.00 USD	648.00 USD
31	.00 USD		.00 USD	8	80.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	310.00 USD
31	5.00 USD	8	.00 USD		5.00 USD		30.00 USD		.00 USD	65.00 USD	6	90.00 USD		.00 USD	.00 USD	55.00 USD
31	.00 USD		80.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	3	60.00 USD		.00 USD	.00 USD	60.00 USD
31	5.00 USD		50.00 USD		50.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
31	30.00 USD		30.00 USD		.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	90.00 USD
31	35.00 USD	5	75.00 USD		.00 USD	3	5.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	560.00 USD
31	Total Lane	1203	3,645.00 USD	505	1,573.00 USD	209	652.00 USD	32	88.00 USD	5,958.00 USD	1220	3,424.00 USD	0	0.00 USD	7.00 USD	9,389.00 USD
32	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	3	.00 USD		.00 USD	.00 USD	.00 USD
32	.00 USD	398	,796.00 USD	996	,992.00 USD	339	678.00 USD	9	98.00 USD	7,564.00 USD		.00 USD		.00 USD	.00 USD	7,590.00 USD
32	3.00 USD	951	,853.00 USD	31	,293.00 USD	57	71.00 USD	8	84.00 USD	,701.00 USD		.00 USD		3.00 USD	3.00 USD	,707.00 USD
32	.00 USD	6	904.00 USD	8	72.00 USD	7	88.00 USD	5	.00 USD	,584.00 USD		.00 USD		.00 USD	.00 USD	,584.00 USD
32	8.00 USD	63	504.00 USD		92.00 USD		88.00 USD	3	.00 USD	808.00 USD		.00 USD		.00 USD	.00 USD	808.00 USD
32	.00 USD	8	80.00 USD	6	60.00 USD		.00 USD		.00 USD	90.00 USD		.00 USD		.00 USD	.00 USD	90.00 USD
32	5.00 USD	7	5.00 USD		60.00 USD		30.00 USD		.00 USD	95.00 USD		.00 USD		.00 USD	.00 USD	95.00 USD
32	.00 USD		.00 USD	3	60.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
32	5.00 USD		50.00 USD		5.00 USD		.00 USD		.00 USD	75.00 USD		.00 USD		.00 USD	5.00 USD	.00 USD
32	30.00 USD	3	90.00 USD		30.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
32	35.00 USD		385.00 USD	7	5.00 USD		.00 USD		.00 USD	770.00 USD		.00 USD		.00 USD	.00 USD	770.00 USD
32	Total Lane	3680	9,887.00 USD	1591	4,429.00 USD	564	1,635.00 USD	86	236.00 USD	16,187.00 USD	113	0.00 USD	13	27.00 USD	30.00 USD	16,244.00 USD
33	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
33	.00 USD	846	3,692.00 USD	799	,598.00 USD	308	616.00 USD	52	.00 USD	6,010.00 USD		.00 USD		6.00 USD	.00 USD	6,020.00 USD
33	3.00 USD	787	,361.00 USD	381	,143.00 USD	52	56.00 USD	5	75.00 USD	,035.00 USD		.00 USD		.00 USD	9.00 USD	,044.00 USD
33	.00 USD	5	860.00 USD	30	520.00 USD	51	.00 USD		.00 USD	,592.00 USD		.00 USD		.00 USD	.00 USD	,604.00 USD
33	8.00 USD	76	608.00 USD	35	80.00 USD	3	.00 USD		.00 USD	992.00 USD		.00 USD		.00 USD	.00 USD	992.00 USD
33	.00 USD	34	340.00 USD	6	60.00 USD		.00 USD		.00 USD	540.00 USD		.00 USD		.00 USD	.00 USD	540.00 USD
33	5.00 USD		65.00 USD	9	35.00 USD		5.00 USD		.00 USD	315.00 USD		.00 USD		.00 USD	.00 USD	315.00 USD
33	.00 USD	6	.00 USD	3	60.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
33	5.00 USD	6	50.00 USD		5.00 USD		.00 USD		5.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
33	30.00 USD		60.00 USD		60.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD

33	35.00 USD	5	75.00 USD	3	5.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
33	39.00 USD		.00 USD		.00 USD		39.00 USD		.00 USD	39.00 USD		.00 USD		.00 USD	.00 USD	39.00 USD
33	Total Lane	2988	8,531.00 USD	1379	4,086.00 USD	530	1,474.00 USD	80	212.00 USD	14,303.00 USD	110	0.00 USD	0	6.00 USD	25.00 USD	14,334.00 USD
35	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
35	.00 USD	713	3,426.00 USD	729	,458.00 USD	77	554.00 USD	5	90.00 USD	5,528.00 USD		.00 USD		.00 USD	.00 USD	5,540.00 USD
35	3.00 USD	682	,046.00 USD	327	981.00 USD	6	318.00 USD	7	.00 USD	3,366.00 USD		.00 USD		.00 USD	6.00 USD	3,372.00 USD
35	.00 USD	95	780.00 USD	99	395.00 USD	7	8.00 USD	3	.00 USD	,295.00 USD		.00 USD		.00 USD	.00 USD	,296.00 USD
35	8.00 USD	54	32.00 USD	5	.00 USD	3	.00 USD		8.00 USD	744.00 USD		.00 USD		.00 USD	8.00 USD	752.00 USD
35	.00 USD	3	30.00 USD		.00 USD		.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
35	5.00 USD	5	75.00 USD		60.00 USD		30.00 USD		.00 USD	65.00 USD		.00 USD		.00 USD	.00 USD	65.00 USD
35	.00 USD	5	.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
35	5.00 USD		5.00 USD		.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
35	30.00 USD		30.00 USD		30.00 USD		30.00 USD		.00 USD	90.00 USD		.00 USD		.00 USD	.00 USD	90.00 USD
35	5.00 USD		.00 USD		.00 USD		5.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
35	Total Lane	2669	7,044.00 USD	1195	3,224.00 USD	432	1,309.00 USD	56	131.00 USD	11,708.00 USD	124	0.00 USD	0	13.00 USD	14.00 USD	11,735.00 USD
37	Total Lane	0	0.00 USD	0	0.00 USD	0	0.00 USD	0	0.00 USD	0.00 USD	0	0.00 USD	0	0.00 USD	0.00 USD	0.00 USD
39	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
39	.00 USD	7	34.00 USD	53	6.00 USD	6	32.00 USD		.00 USD	376.00 USD		.00 USD		.00 USD	.00 USD	378.00 USD
39	3.00 USD	61	83.00 USD	32	96.00 USD	5	5.00 USD		6.00 USD	330.00 USD		.00 USD		.00 USD	.00 USD	330.00 USD
39	.00 USD	3	92.00 USD	6	.00 USD	8	32.00 USD		.00 USD	8.00 USD		.00 USD		.00 USD	.00 USD	8.00 USD
39	8.00 USD		88.00 USD		.00 USD		8.00 USD		.00 USD	96.00 USD		.00 USD		.00 USD	.00 USD	96.00 USD
39	.00 USD	3	30.00 USD		.00 USD		.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
39	5.00 USD		5.00 USD		.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
39	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
39	5.00 USD		5.00 USD		.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
39	35.00 USD		.00 USD		.00 USD		35.00 USD		.00 USD	35.00 USD		.00 USD		.00 USD	.00 USD	35.00 USD
39	Total Lane	217	667.00 USD	94	266.00 USD	41	152.00 USD	4	10.00 USD	1,095.00 USD	11	0.00 USD	0	0.00 USD	2.00 USD	1,097.00 USD
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	68	.00 USD		.00 USD	.00 USD	.00 USD
	.00 USD	3	826.00 USD	52	304.00 USD	37	74.00 USD	7	.00 USD	,218.00 USD	375	750.00 USD		.00 USD	.00 USD	,970.00 USD
	3.00 USD	85	855.00 USD	3	369.00 USD		60.00 USD	3	9.00 USD	,293.00 USD	52	756.00 USD		.00 USD	3.00 USD	,052.00 USD
	.00 USD	72	88.00 USD	9	96.00 USD		56.00 USD		8.00 USD	548.00 USD	68	72.00 USD		.00 USD	.00 USD	820.00 USD
	8.00 USD	8	.00 USD		96.00 USD		8.00 USD		8.00 USD	336.00 USD		60.00 USD		.00 USD	.00 USD	96.00 USD
	.00 USD	7	70.00 USD	3	30.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
	5.00 USD	3	5.00 USD		60.00 USD	3	5.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
	5.00 USD		.00 USD		50.00 USD		.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
	35.00 USD		35.00 USD		70.00 USD		.00 USD		.00 USD	5.00 USD		35.00 USD		.00 USD	.00 USD	.00 USD
41	Total Lane	810	2,363.00 USD	347	1,175.00 USD	76	253.00 USD	13	39.00 USD	3,830.00 USD	789	2,033.00 USD	0	0.00 USD	5.00 USD	5,868.00 USD
3	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	65	.00 USD		.00 USD	.00 USD	.00 USD
3	.00 USD	310	620.00 USD	8	56.00 USD	3	6.00 USD	6	.00 USD	934.00 USD		.00 USD		.00 USD	.00 USD	934.00 USD
3	3.00 USD	95	585.00 USD	89	67.00 USD		36.00 USD		.00 USD	900.00 USD		.00 USD		.00 USD	.00 USD	900.00 USD
3	.00 USD	5	80.00 USD	6	.00 USD	5	.00 USD		8.00 USD	312.00 USD		.00 USD		.00 USD	.00 USD	312.00 USD
3	8.00 USD		.00 USD		32.00 USD		8.00 USD		.00 USD	52.00 USD		.00 USD		.00 USD	.00 USD	52.00 USD
3	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
3	5.00 USD		.00 USD		5.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
3	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
3	5.00 USD		.00 USD		5.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
3	35.00 USD		35.00 USD		.00 USD		.00 USD		.00 USD	35.00 USD		.00 USD		.00 USD	.00 USD	35.00 USD
43	Total Lane	571	1,612.00 USD	251	719.00 USD	42	120.00 USD	12	32.00 USD	2,483.00 USD	65	0.00 USD	0	0.00 USD	0.00 USD	2,483.00 USD

45	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
5	.00 USD	364	728.00 USD	68	336.00 USD	76	52.00 USD	5	.00 USD	226.00 USD		.00 USD		.00 USD	.00 USD	226.00 USD
5	3.00 USD	79	537.00 USD	62	86.00 USD		72.00 USD		6.00 USD	801.00 USD		.00 USD		.00 USD	3.00 USD	804.00 USD
5	.00 USD	61	.00 USD	5	.00 USD	9	76.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
5	8.00 USD	6	8.00 USD	9	72.00 USD	3	.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
5	.00 USD	8	80.00 USD	3	30.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	30.00 USD
5	5.00 USD		.00 USD		.00 USD		5.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
5	.00 USD		.00 USD		.00 USD	3	60.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
5	5.00 USD		.00 USD		5.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
5	30.00 USD		.00 USD		30.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	30.00 USD
5	35.00 USD		35.00 USD		.00 USD		.00 USD		.00 USD	35.00 USD		.00 USD		.00 USD	.00 USD	35.00 USD
45	Total Lane	631	1,792.00 USD	269	779.00 USD	128	419.00 USD	8	20.00 USD	3,010.00 USD	21	0.00 USD	0	0.00 USD	3.00 USD	3,013.00 USD
7	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	3	.00 USD		.00 USD	.00 USD	.00 USD
7	.00 USD	366	732.00 USD	63	326.00 USD	58	6.00 USD		8.00 USD	182.00 USD		.00 USD		.00 USD	.00 USD	604.00 USD
7	3.00 USD	78	534.00 USD	83	9.00 USD	5	35.00 USD	9	7.00 USD	945.00 USD		300.00 USD		.00 USD	.00 USD	245.00 USD
7	.00 USD	71	84.00 USD		60.00 USD		8.00 USD		.00 USD	92.00 USD	36	.00 USD		.00 USD	.00 USD	636.00 USD
7	8.00 USD		60.00 USD	9	72.00 USD		6.00 USD		8.00 USD	56.00 USD		80.00 USD		.00 USD	.00 USD	336.00 USD
7	.00 USD	7	70.00 USD		.00 USD		.00 USD		.00 USD	30.00 USD	5	50.00 USD		.00 USD	.00 USD	80.00 USD
7	5.00 USD	6	90.00 USD		5.00 USD		.00 USD		.00 USD	5.00 USD		5.00 USD		.00 USD	.00 USD	.00 USD
7	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
7	5.00 USD		5.00 USD		.00 USD		5.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
7	35.00 USD		35.00 USD		35.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
47	Total Lane	661	2,050.00 USD	301	897.00 USD	124	500.00 USD	14	43.00 USD	3,490.00 USD	387	1,031.00 USD	0	0.00 USD	0.00 USD	4,521.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
9	.00 USD	73	6.00 USD	32	64.00 USD		.00 USD		.00 USD	32.00 USD		.00 USD		.00 USD	.00 USD	32.00 USD
9	3.00 USD	38	.00 USD		66.00 USD	8	.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
9	.00 USD	8	72.00 USD		6.00 USD	3	.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
9	8.00 USD	3	.00 USD	3	.00 USD		.00 USD		8.00 USD	56.00 USD		.00 USD		.00 USD	.00 USD	56.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
9	5.00 USD		.00 USD		.00 USD		5.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
9	.060.00 USD		.00 USD		.060.00 USD		.00 USD		.00 USD	.060.00 USD		.00 USD		.00 USD	.00 USD	.060.00 USD
49	Total Lane	137	416.00 USD	63	1,250.00 USD	23	81.00 USD	3	14.00 USD	1,761.00 USD	4	0.00 USD	0	0.00 USD	0.00 USD	1,761.00 USD
51	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
51	Total Lane	1	2.00 USD	0	0.00 USD	0	0.00 USD	0	0.00 USD	2.00 USD	0	0.00 USD	0	0.00 USD	0.00 USD	2.00 USD
53	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	5	.00 USD		.00 USD	.00 USD	.00 USD
53	.00 USD	5	50.00 USD	69	38.00 USD		.00 USD		.00 USD	32.00 USD		.00 USD		.00 USD	.00 USD	32.00 USD
53	3.00 USD	32	396.00 USD	70	.00 USD	55	65.00 USD	6	8.00 USD	789.00 USD		.00 USD		.00 USD	.00 USD	789.00 USD
53	.00 USD	68	72.00 USD		68.00 USD	3	52.00 USD		.00 USD	96.00 USD		.00 USD		.00 USD	.00 USD	96.00 USD
53	8.00 USD	30	.00 USD	3	.00 USD		80.00 USD		8.00 USD	32.00 USD		.00 USD		.00 USD	.00 USD	32.00 USD
53	.00 USD	9	90.00 USD		.00 USD		.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
53	5.00 USD	6	90.00 USD		5.00 USD		30.00 USD		.00 USD	35.00 USD		.00 USD		.00 USD	.00 USD	35.00 USD
53	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	60.00 USD		.00 USD		.00 USD	.00 USD	60.00 USD
53	5.00 USD		5.00 USD		.00 USD		.00 USD		5.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
53	30.00 USD		30.00 USD		.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	30.00 USD
53	35.00 USD	9	315.00 USD		70.00 USD		.00 USD		.00 USD	385.00 USD		.00 USD		.00 USD	.00 USD	385.00 USD
53	Total Lane	393	1,848.00 USD	199	725.00 USD	104	409.00 USD	12	77.00 USD	3,059.00 USD	5	0.00 USD	0	0.00 USD	0.00 USD	3,059.00 USD
55	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	6	.00 USD		.00 USD	.00 USD	.00 USD
55	.00 USD	98	96.00 USD	3	86.00 USD		.00 USD		8.00 USD	314.00 USD		.00 USD		.00 USD	.00 USD	314.00 USD

55	3.00 USD	98	94.00 USD		32.00 USD		60.00 USD	3	9.00 USD	95.00 USD		.00 USD		.00 USD	.00 USD	95.00 USD
55	.00 USD	5	80.00 USD	8	72.00 USD	6	64.00 USD		.00 USD	320.00 USD		.00 USD		.00 USD	.00 USD	320.00 USD
55	8.00 USD	3	84.00 USD		96.00 USD		8.00 USD		6.00 USD	304.00 USD		.00 USD		.00 USD	.00 USD	304.00 USD
55	.00 USD	7	70.00 USD	5	50.00 USD		.00 USD		.00 USD	60.00 USD		.00 USD		.00 USD	.00 USD	60.00 USD
55	5.00 USD	5	75.00 USD		.00 USD		.00 USD		5.00 USD	90.00 USD		.00 USD		.00 USD	.00 USD	90.00 USD
55	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
55	5.00 USD		.00 USD		5.00 USD		5.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
55	30.00 USD		.00 USD		60.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
55	35.00 USD	3	5.00 USD		.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
55	Total Lane	285	1,264.00 USD	127	561.00 USD	55	241.00 USD	11	52.00 USD	2,118.00 USD	6	0.00 USD	0	0.00 USD	0.00 USD	2,118.00 USD
57	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	94	.00 USD		.00 USD	.00 USD	.00 USD
57	.00 USD	761	,522.00 USD	351	702.00 USD	56	312.00 USD	9	38.00 USD	,574.00 USD		.00 USD		.00 USD	.00 USD	,580.00 USD
57	3.00 USD	868	,603.00 USD	397	,191.00 USD	6	618.00 USD	6	8.00 USD	,460.00 USD		.00 USD		.00 USD	.00 USD	,461.00 USD
57	.00 USD		,614.00 USD	78	712.00 USD	77	308.00 USD		.00 USD	,678.00 USD		.00 USD		.00 USD	.00 USD	,680.00 USD
57	8.00 USD	56	248.00 USD	66	528.00 USD	9	32.00 USD	5	.00 USD	,048.00 USD		.00 USD		.00 USD	.00 USD	,048.00 USD
57	.00 USD	53	530.00 USD	6	60.00 USD	7	70.00 USD		.00 USD	880.00 USD		.00 USD		.00 USD	.00 USD	880.00 USD
57	5.00 USD	31	65.00 USD	5	75.00 USD	3	5.00 USD		.00 USD	585.00 USD		.00 USD		.00 USD	.00 USD	585.00 USD
57	.00 USD	8	60.00 USD	3	60.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
57	5.00 USD	6	50.00 USD		.00 USD		5.00 USD		.00 USD	75.00 USD		.00 USD		.00 USD	.00 USD	75.00 USD
57	30.00 USD	5	50.00 USD		30.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
57	35.00 USD	7	5.00 USD	5	75.00 USD		35.00 USD		.00 USD	55.00 USD		.00 USD		.00 USD	.00 USD	55.00 USD
57	3.00 USD		.00 USD		.00 USD		3.00 USD		.00 USD	3.00 USD		.00 USD		.00 USD	.00 USD	3.00 USD
57	65.00 USD		.00 USD		.00 USD		65.00 USD		.00 USD	65.00 USD		.00 USD		.00 USD	.00 USD	65.00 USD
57	Total Lane	2299	8,687.00 USD	1026	3,733.00 USD	492	1,853.00 USD	53	190.00 USD	14,463.00 USD	94	0.00 USD	0	7.00 USD	22.00 USD	14,492.00 USD
59	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
59	.00 USD	5	810.00 USD	82	364.00 USD	68	36.00 USD		.00 USD	,330.00 USD	73	6.00 USD		.00 USD	.00 USD	,476.00 USD
59	3.00 USD	7	,281.00 USD	6	648.00 USD	54	62.00 USD		30.00 USD	,121.00 USD	9	.00 USD		6.00 USD	3.00 USD	,271.00 USD
59	.00 USD	8	909.00 USD	98	392.00 USD		68.00 USD		8.00 USD	,477.00 USD	6	.00 USD		.00 USD	3.00 USD	,584.00 USD
59	8.00 USD	7	856.00 USD		336.00 USD	9	52.00 USD		32.00 USD	,376.00 USD	5	.00 USD		.00 USD	.00 USD	,416.00 USD
59	.00 USD	31	310.00 USD		.00 USD	9	90.00 USD		.00 USD	510.00 USD		.00 USD		.00 USD	.00 USD	530.00 USD
59	5.00 USD	5	5.00 USD	6	90.00 USD		30.00 USD		.00 USD	345.00 USD		5.00 USD		.00 USD	.00 USD	360.00 USD
59	.00 USD	8	60.00 USD	6	.00 USD		.00 USD		.00 USD	300.00 USD		.00 USD		.00 USD	.00 USD	340.00 USD
59	5.00 USD	6	50.00 USD		.00 USD		5.00 USD		.00 USD	75.00 USD		.00 USD		.00 USD	.00 USD	75.00 USD
59	30.00 USD	5	50.00 USD		60.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
59	35.00 USD		700.00 USD		.00 USD	3	5.00 USD		.00 USD	945.00 USD		35.00 USD		.00 USD	.00 USD	980.00 USD
59	70.00 USD		.00 USD		70.00 USD		.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
59	5.00 USD		5.00 USD		.00 USD		.00 USD		5.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
59	Total Lane	1253	5,656.00 USD	572	2,430.00 USD	199	888.00 USD	27	195.00 USD	9,169.00 USD	199	541.00 USD	2	6.00 USD	6.00 USD	9,722.00 USD
61	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	69	.00 USD		.00 USD	.00 USD	.00 USD
61	.00 USD	358	716.00 USD	56	312.00 USD	55	.00 USD	9	8.00 USD	,156.00 USD		.00 USD		.00 USD	6.00 USD	,164.00 USD
61	3.00 USD	81	843.00 USD	32	396.00 USD	52	56.00 USD	5	5.00 USD	,410.00 USD		.00 USD		.00 USD	6.00 USD	,416.00 USD
61	.00 USD	7	68.00 USD	52	8.00 USD	5	.00 USD		8.00 USD	784.00 USD		.00 USD		.00 USD	.00 USD	788.00 USD
61	8.00 USD	53	.00 USD	30	.00 USD	6	8.00 USD		32.00 USD	744.00 USD		.00 USD		.00 USD	.00 USD	744.00 USD
61	.00 USD	3	30.00 USD		.00 USD	5	50.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
61	5.00 USD		60.00 USD	7	5.00 USD		30.00 USD		.00 USD	95.00 USD		.00 USD		.00 USD	.00 USD	95.00 USD
61	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
61	5.00 USD	3	75.00 USD		.00 USD		.00 USD		.00 USD	75.00 USD		.00 USD		.00 USD	.00 USD	75.00 USD
61	30.00 USD		30.00 USD		.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	30.00 USD
61	35.00 USD		35.00 USD		.00 USD		.00 USD		.00 USD	35.00 USD		.00 USD		.00 USD	.00 USD	35.00 USD

61	60.00 USD		60.00 USD		.00 USD		.00 USD		.00 USD	60.00 USD		.00 USD		.00 USD	.00 USD	60.00 USD
61	Total Lane	832	2,841.00 USD	382	1,321.00 USD	145	494.00 USD	20	73.00 USD	4,729.00 USD	69	0.00 USD	0	2.00 USD	16.00 USD	4,747.00 USD
Total	Total	41218	125,435.00 USD	18088	56,726.00 USD	6704	21,264.00 USD	930	2,963.00 USD	206,388.00 USD	6919	15,759.00 USD	108	295.00 USD	717.00 USD	223,159.00 USD

Total summary

Revenue-by-lane Report

From:	3 :00:00 AM	Prepared by:	jencarnacion
To:	30/2023 11:59:59 PM	Generated:	5/2/2023 :27:01 AM
System server:	[1] DBS Central	Extended Income Report:	No
Car park:	[50] North Block		

	Rate	Count VISA	VISA	Count MASTERCARD	MASTERCARD	Count AMEX	AMEX	Count DISCOVER	DISCOVER	Total Count CC	Total Amount CC	Count Cash	Cash	Count Chaser	Chaser	Other	Total Count	Total Revenue
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	83	.00 USD		.00 USD	.00 USD	83	.00 USD
	.00 USD	3528	7,056.00 USD	9915	9,830.00 USD	3623	7,246.00 USD	519	,038.00 USD	37585	75,170.00 USD	3474	6,942.00 USD	87	98.00 USD	32.00 USD	68	82,342.00 USD
	3.00 USD	715	35,141.00 USD	5390	6,170.00 USD	982	5,946.00 USD	72	816.00 USD	9359	58,073.00 USD	527	,579.00 USD	9	6.00 USD	61.00 USD	907	62,739.00 USD
	.00 USD	3637	,540.00 USD	747	6,987.00 USD	692	,768.00 USD	75	300.00 USD	6151	,595.00 USD		,657.00 USD	8	6.00 USD	.00 USD	6575	6,300.00 USD
	8.00 USD	81	,248.00 USD	578	,624.00 USD	99	,592.00 USD	38	304.00 USD	96	6,768.00 USD	7	936.00 USD		.00 USD	32.00 USD	6	7,736.00 USD
	.00 USD	86	,860.00 USD	95	,950.00 USD	95	950.00 USD		.00 USD	787	7,870.00 USD	50	500.00 USD	3	30.00 USD	.00 USD	840	8,400.00 USD
	5.00 USD	8	3,420.00 USD	3	,545.00 USD	8	720.00 USD	7	5.00 USD	386	5,790.00 USD	3	345.00 USD		5.00 USD	.00 USD		6,150.00 USD
	.00 USD	95	,900.00 USD	6	920.00 USD		80.00 USD		.00 USD	56	3,120.00 USD		80.00 USD		.00 USD	60.00 USD	70	3,460.00 USD
	5.00 USD	56	,400.00 USD	6	650.00 USD		50.00 USD		.00 USD	96	,400.00 USD	5	5.00 USD		.00 USD	50.00 USD		,575.00 USD
	30.00 USD	38	,140.00 USD	8	540.00 USD	7	.00 USD		30.00 USD	64	,920.00 USD	5	50.00 USD		.00 USD	80.00 USD	69	,250.00 USD
	35.00 USD	6	5,110.00 USD	68	,380.00 USD	30	,050.00 USD		35.00 USD	5	8,575.00 USD	7	5.00 USD		.00 USD	80.00 USD	52	9,100.00 USD
	39.00 USD		.00 USD		.00 USD		39.00 USD		.00 USD		39.00 USD		.00 USD		.00 USD	.00 USD		39.00 USD
	3.00 USD		.00 USD		.00 USD		3.00 USD		.00 USD		3.00 USD		.00 USD		.00 USD	.00 USD		3.00 USD
	60.00 USD		60.00 USD		.00 USD		.00 USD		.00 USD		60.00 USD		.00 USD		.00 USD	.00 USD		60.00 USD
	65.00 USD		.00 USD		.00 USD		65.00 USD		.00 USD		65.00 USD		.00 USD		.00 USD	.00 USD		65.00 USD
	70.00 USD	5	350.00 USD		70.00 USD		.00 USD		.00 USD	6	.00 USD		.00 USD		.00 USD	.00 USD	6	.00 USD
	5.00 USD		.00 USD		.00 USD		5.00 USD		5.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD
	,060.00 USD		.00 USD		,060.00 USD		.00 USD		.00 USD		,060.00 USD		.00 USD		.00 USD	.00 USD		,060.00 USD
	Total	41218	125,435.00 USD	18088	56,726.00 USD	6704	21,264.00 USD	930	2,963.00 USD	66940	206,388.00 USD	6919	15,759.00 USD	108	295.00 USD	717.00 USD	74006	223,159.00 USD

Revenue-by-lane Report

From:	3 :00:00 AM	Prepared by:	jencarnacion
To:	30/2023 11:59:59 PM	Generated:	5/2/2023 11:28:29 AM
System server:	[1] DBS Central	Extended Income Report:	No
Car park:	[54] South Block		

Lane	Rate	Count VISA	VISA	Count MASTERCARD	MASTERCARD	Count AMEX	AMEX	Count DISCOVER	DISCOVER	Total Amount CC	Count Cash	Cash	Count Chaser	Chaser	Other	Total Revenue
8	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	66	.00 USD		.00 USD	.00 USD	.00 USD
8	.00 USD	550	,100.00 USD	91	382.00 USD		.00 USD	9	38.00 USD	,722.00 USD		.00 USD		.00 USD	.00 USD	,764.00 USD
8	3.00 USD	359	,076.00 USD	76	527.00 USD	6	347.00 USD		72.00 USD	,022.00 USD		.00 USD	9	.00 USD	.00 USD	,043.00 USD
8	.00 USD		839.00 USD	96	384.00 USD		68.00 USD		.00 USD	,435.00 USD		.00 USD		.00 USD	.00 USD	,436.00 USD
8	8.00 USD		808.00 USD	52	6.00 USD	9	32.00 USD	5	.00 USD	,496.00 USD		.00 USD		.00 USD	.00 USD	,496.00 USD
8	.00 USD	37	370.00 USD		.00 USD	9	90.00 USD		.00 USD	700.00 USD		.00 USD		.00 USD	.00 USD	700.00 USD
8	5.00 USD		360.00 USD		80.00 USD	3	5.00 USD		5.00 USD	600.00 USD		.00 USD		5.00 USD	.00 USD	615.00 USD
8	.00 USD		.00 USD		.00 USD	3	60.00 USD		.00 USD	500.00 USD		.00 USD		.00 USD	.00 USD	500.00 USD
8	5.00 USD	7	175.00 USD	8	.00 USD		50.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
8	30.00 USD		.00 USD	3	90.00 USD		30.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	30.00 USD	70.00 USD
8	35.00 USD	33	,155.00 USD	8	630.00 USD	8	80.00 USD		.00 USD	,065.00 USD		.00 USD		.00 USD	.00 USD	,065.00 USD
8	37.00 USD		.00 USD		37.00 USD		.00 USD		.00 USD	37.00 USD		.00 USD		.00 USD	.00 USD	37.00 USD
8	38.00 USD		.00 USD		.00 USD		38.00 USD		.00 USD	38.00 USD		.00 USD		.00 USD	.00 USD	38.00 USD
8	3.00 USD		3.00 USD		.00 USD		.00 USD		.00 USD	3.00 USD		.00 USD		.00 USD	.00 USD	3.00 USD
8	65.00 USD		65.00 USD		.00 USD		.00 USD		.00 USD	65.00 USD		.00 USD		.00 USD	.00 USD	65.00 USD
8	70.00 USD	3	.00 USD		70.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
8	72.00 USD		.00 USD		72.00 USD		.00 USD		.00 USD	72.00 USD		.00 USD		.00 USD	.00 USD	72.00 USD
8	Total Lane	1341	6,541.00 USD	592	3,428.00 USD	315	1,542.00 USD	62	229.00 USD	11,740.00 USD	66	0.00 USD	32	79.00 USD	30.00 USD	11,849.00 USD
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	83	.00 USD		.00 USD	.00 USD	.00 USD
	.00 USD	789	,578.00 USD	99	598.00 USD	30	60.00 USD	5	50.00 USD	,486.00 USD		.00 USD	5	90.00 USD	.00 USD	,578.00 USD
	3.00 USD	64	,390.00 USD		639.00 USD	33	399.00 USD	5	5.00 USD	,443.00 USD		.00 USD	9	7.00 USD	.00 USD	,460.00 USD
	.00 USD		964.00 USD	87	348.00 USD	9	96.00 USD	7	8.00 USD	,536.00 USD		.00 USD	3	8.00 USD	.00 USD	,544.00 USD
	8.00 USD	7	856.00 USD	31	8.00 USD	5	96.00 USD	3	.00 USD	,324.00 USD		.00 USD	3	.00 USD	.00 USD	,336.00 USD
	.00 USD	57	570.00 USD	8	80.00 USD	3	30.00 USD	3	30.00 USD	,010.00 USD		.00 USD		.00 USD	.00 USD	,010.00 USD
	5.00 USD	6	690.00 USD		50.00 USD	3	5.00 USD		.00 USD	885.00 USD		.00 USD		.00 USD	.00 USD	885.00 USD
	.00 USD	8	360.00 USD	8	60.00 USD		.00 USD		.00 USD	580.00 USD		.00 USD		.00 USD	.00 USD	580.00 USD
	5.00 USD	3	325.00 USD	6	50.00 USD	6	50.00 USD		5.00 USD	650.00 USD		.00 USD		.00 USD	5.00 USD	675.00 USD
	30.00 USD	3	90.00 USD		.00 USD	5	50.00 USD		.00 USD	360.00 USD		.00 USD		.00 USD	.00 USD	360.00 USD
	35.00 USD	36	,260.00 USD	6	910.00 USD		350.00 USD		.00 USD	,520.00 USD		.00 USD		.00 USD	35.00 USD	,555.00 USD
	37.00 USD		.00 USD		37.00 USD		.00 USD		.00 USD	37.00 USD		.00 USD		.00 USD	.00 USD	37.00 USD
	38.00 USD		38.00 USD		.00 USD		.00 USD		.00 USD	38.00 USD		.00 USD		.00 USD	.00 USD	38.00 USD
	55.00 USD		.00 USD		55.00 USD		.00 USD		.00 USD	55.00 USD		.00 USD		.00 USD	.00 USD	55.00 USD
	70.00 USD		.00 USD		70.00 USD		70.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
	73.00 USD		.00 USD		.00 USD		73.00 USD		.00 USD	73.00 USD		.00 USD		.00 USD	.00 USD	73.00 USD
	5.00 USD		.00 USD		.00 USD		5.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
10	Total Lane	1777	8,261.00 USD	716	3,765.00 USD	379	2,164.00 USD	45	192.00 USD	14,382.00 USD	83	0.00 USD	60	127.00 USD	62.00 USD	14,571.00 USD
3	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD

13	.00 USD	68	336.00 USD	63	6.00 USD	32	64.00 USD	3	6.00 USD	532.00 USD		.00 USD	3	6.00 USD	.00 USD	740.00 USD
3	3.00 USD	5	735.00 USD		306.00 USD		32.00 USD	8	.00 USD	,197.00 USD	90	70.00 USD		.00 USD	3.00 USD	,470.00 USD
3	.00 USD	32	528.00 USD	50	.00 USD	31	.00 USD		8.00 USD	860.00 USD	55	.00 USD		.00 USD	.00 USD	,080.00 USD
3	8.00 USD	37	96.00 USD	7	6.00 USD		.00 USD		8.00 USD	632.00 USD		80.00 USD		.00 USD	.00 USD	712.00 USD
3	.00 USD		.00 USD	6	60.00 USD	6	60.00 USD		.00 USD	80.00 USD	3	30.00 USD		.00 USD	.00 USD	510.00 USD
3	5.00 USD	3	95.00 USD	6	90.00 USD		5.00 USD		5.00 USD	315.00 USD		60.00 USD		.00 USD	.00 USD	375.00 USD
3	.00 USD	5	.00 USD		.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
3	5.00 USD	8	.00 USD		50.00 USD		.00 USD		5.00 USD	275.00 USD	3	75.00 USD		.00 USD	.00 USD	350.00 USD
3	30.00 USD		60.00 USD	3	90.00 USD		.00 USD		.00 USD	50.00 USD		60.00 USD		.00 USD	.00 USD	.00 USD
3	35.00 USD	5	875.00 USD	8	80.00 USD	5	175.00 USD		70.00 USD	,400.00 USD	5	175.00 USD		.00 USD	.00 USD	1,575.00 USD
3	37.00 USD		37.00 USD		.00 USD		.00 USD		.00 USD	37.00 USD		.00 USD		.00 USD	.00 USD	37.00 USD
3	70.00 USD		70.00 USD		.00 USD		70.00 USD		70.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
3	5.00 USD		.00 USD		.00 USD		5.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
13	Total Lane	661	3,672.00 USD	279	1,558.00 USD	136	877.00 USD	22	266.00 USD	6,373.00 USD	299	1,212.00 USD	3	6.00 USD	3.00 USD	7,594.00 USD
5	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	7	.00 USD		.00 USD	.00 USD	.00 USD
5	.00 USD	8	56.00 USD	6	52.00 USD	67	34.00 USD		8.00 USD	850.00 USD		.00 USD		6.00 USD	.00 USD	856.00 USD
5	3.00 USD	331	993.00 USD	95	585.00 USD	94	82.00 USD		33.00 USD	,893.00 USD		.00 USD		.00 USD	.00 USD	,893.00 USD
5	.00 USD	82	728.00 USD	86	344.00 USD	7	88.00 USD	8	32.00 USD	,292.00 USD		.00 USD		.00 USD	.00 USD	,292.00 USD
5	8.00 USD	62	96.00 USD	3	344.00 USD		60.00 USD		6.00 USD	,016.00 USD		.00 USD		.00 USD	.00 USD	,016.00 USD
5	.00 USD	35	350.00 USD	35	350.00 USD	3	30.00 USD		.00 USD	730.00 USD		.00 USD		.00 USD	.00 USD	730.00 USD
5	5.00 USD	5	5.00 USD	8	5.00 USD		30.00 USD		5.00 USD	390.00 USD		.00 USD		.00 USD	.00 USD	390.00 USD
5	.00 USD	9	80.00 USD	6	.00 USD		80.00 USD		.00 USD	380.00 USD		.00 USD		.00 USD	.00 USD	380.00 USD
5	5.00 USD	5	5.00 USD	6	50.00 USD		50.00 USD		.00 USD	325.00 USD		.00 USD		.00 USD	.00 USD	325.00 USD
5	30.00 USD		30.00 USD	3	90.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
5	35.00 USD	9	315.00 USD	5	525.00 USD	9	315.00 USD		35.00 USD	,190.00 USD		.00 USD		.00 USD	.00 USD	,190.00 USD
5	70.00 USD		80.00 USD		.00 USD		70.00 USD		.00 USD	350.00 USD		.00 USD		.00 USD	.00 USD	350.00 USD
5	175.00 USD		.00 USD		175.00 USD		.00 USD		.00 USD	175.00 USD		.00 USD		.00 USD	.00 USD	175.00 USD
15	Total Lane	881	4,178.00 USD	524	3,055.00 USD	249	1,339.00 USD	27	139.00 USD	8,711.00 USD	17	0.00 USD	0	6.00 USD	0.00 USD	8,717.00 USD
7	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD	35	.00 USD		.00 USD	.00 USD	.00 USD
7	.00 USD	98	596.00 USD	9	58.00 USD	5	90.00 USD		.00 USD	964.00 USD	345	676.00 USD		.00 USD	-6.00USD	,654.00 USD
7	3.00 USD	63	88.00 USD	30	90.00 USD		36.00 USD		3.00 USD	317.00 USD	53	57.00 USD	5	5.00 USD	-2.00USD	77.00 USD
7	.00 USD	31	.00 USD	7	68.00 USD	5	.00 USD		.00 USD	.00 USD		80.00 USD		.00 USD	.00 USD	92.00 USD
7	8.00 USD	6	8.00 USD		6.00 USD		8.00 USD		.00 USD	52.00 USD	6	8.00 USD		.00 USD	.00 USD	.00 USD
7	.00 USD	6	60.00 USD		.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
7	5.00 USD		60.00 USD		.00 USD		.00 USD		.00 USD	60.00 USD	3	5.00 USD		.00 USD	.00 USD	5.00 USD
7	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	60.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
7	5.00 USD		50.00 USD		.00 USD		.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
7	30.00 USD		60.00 USD		.00 USD		30.00 USD		.00 USD	90.00 USD		60.00 USD		.00 USD	.00 USD	50.00 USD
7	35.00 USD	5	175.00 USD		.00 USD		.00 USD		.00 USD	175.00 USD		.00 USD		.00 USD	.00 USD	175.00 USD
7	70.00 USD		.00 USD		.00 USD		70.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
17	Total Lane	429	1,481.00 USD	180	462.00 USD	66	264.00 USD	11	23.00 USD	2,230.00 USD	469	1,126.00 USD	15	25.00 USD	8.00USD	3,373.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD
9	.00 USD	5	30.00 USD	5	.00 USD	5	.00 USD		.00 USD	50.00 USD		.00 USD		.00 USD	.00 USD	50.00 USD
9	3.00 USD	7	51.00 USD		30.00 USD	3	9.00 USD		.00 USD	90.00 USD		.00 USD		.00 USD	.00 USD	90.00 USD
9	.00 USD		56.00 USD	5	.00 USD		.00 USD		.00 USD	80.00 USD		.00 USD		.00 USD	.00 USD	80.00 USD
9	8.00 USD	5	.00 USD		6.00 USD		8.00 USD		.00 USD	64.00 USD		.00 USD		.00 USD	.00 USD	64.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	30.00 USD		.00 USD		.00 USD	.00 USD	30.00 USD
9	5.00 USD		.00 USD		5.00 USD		.00 USD		.00 USD	5.00 USD		.00 USD		.00 USD	.00 USD	5.00 USD
9	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD		.00 USD	.00 USD	.00 USD

19	35.00 USD		35.00 USD		35.00 USD		.00 USD		.00 USD	70.00 USD		.00 USD		.00 USD	.00 USD	70.00 USD
19	Total Lane	53	232.00 USD	25	136.00 USD	12	51.00 USD	0	0.00 USD	419.00 USD	2	0.00 USD	0	0.00 USD	0.00 USD	419.00 USD
Total	Total	5142	24,365.00 USD	2316	12,404.00 USD	1157	6,237.00 USD	167	849.00 USD	43,855.00 USD	936	2,338.00 USD	110	243.00 USD	87.00 USD	46,523.00 USD

Total summary

Revenue-by-lane Report

From:	3 :00:00 AM	Prepared by:	jencarnacion
To:	30/2023 11:59:59 PM	Generated:	5/2/2023 11:28:29 AM
System server:	[1] DBS Central	Extended Income Report:	No
Car park:	[54] South Block		

	Rate	Count VISA	VISA	Count MASTERCARD	MASTERCARD	Count AMEX	AMEX	Count DISCOVER	DISCOVER	Total Count CC	Total Amount CC	Count Cash	Cash	Count Chaser	Chaser	Other	Total Count	Total Revenue
	.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD			.00 USD
	.00 USD	8	.096.00 USD	813	.626.00 USD	380	760.00 USD	61	.00 USD	3302	6,604.00 USD	9	878.00 USD	79	64.00 USD	-4.00 USD	3820	7,642.00 USD
	3.00 USD	1479	.433.00 USD	727	.177.00 USD		.205.00 USD	9	7.00 USD	657	7,962.00 USD	3	7.00 USD	3	3.00 USD	.00 USD	810	8,433.00 USD
	.00 USD	810	3,239.00 USD	341	.364.00 USD	175	700.00 USD	8	.00 USD	354	5,415.00 USD	75	300.00 USD		9.00 USD	.00 USD	31	5,724.00 USD
	8.00 USD	328	.624.00 USD	57	.256.00 USD	90	716.00 USD		88.00 USD	586	.684.00 USD	6	8.00 USD	3	.00 USD	.00 USD	603	.824.00 USD
	.00 USD	59	.590.00 USD	3	.030.00 USD	34	340.00 USD	7	70.00 USD	303	3,030.00 USD	7	70.00 USD		.00 USD	.00 USD	310	3,100.00 USD
	5.00 USD		.530.00 USD	37	.555.00 USD	9	35.00 USD	3	5.00 USD	51	.265.00 USD	7	5.00 USD		5.00 USD	.00 USD	59	.385.00 USD
	.00 USD	6	.920.00 USD	8	.560.00 USD		.00 USD		.00 USD	86	.720.00 USD	3	60.00 USD		.00 USD	.00 USD	89	.780.00 USD
	5.00 USD	35	.875.00 USD		.550.00 USD		50.00 USD		50.00 USD	69	.725.00 USD	3	75.00 USD		.00 USD	5.00 USD	72	.825.00 USD
	30.00 USD		.360.00 USD	3	.390.00 USD	7	.00 USD		.00 USD	32	.960.00 USD		.00 USD		.00 USD	30.00 USD	36	.110.00 USD
	35.00 USD	9	3,815.00 USD	68	.380.00 USD	32	.120.00 USD	3	5.00 USD		7,420.00 USD	5	175.00 USD		.00 USD	35.00 USD	7	7,630.00 USD
	37.00 USD		37.00 USD		74.00 USD		.00 USD		.00 USD	3	.00 USD		.00 USD		.00 USD	.00 USD	3	.00 USD
	38.00 USD		38.00 USD		.00 USD		38.00 USD		.00 USD		76.00 USD		.00 USD		.00 USD	.00 USD		76.00 USD
	3.00 USD		3.00 USD		.00 USD		3.00 USD		.00 USD		3.00 USD		.00 USD		.00 USD	.00 USD		3.00 USD
	55.00 USD		.00 USD		.55.00 USD		.00 USD		.00 USD		55.00 USD		.00 USD		.00 USD	.00 USD		55.00 USD
	65.00 USD		65.00 USD		.00 USD		.00 USD		.00 USD		65.00 USD		.00 USD		.00 USD	.00 USD		65.00 USD
	70.00 USD		700.00 USD		.00 USD		80.00 USD		70.00 USD	7	.190.00 USD		.00 USD		.00 USD	.00 USD	7	.190.00 USD
	72.00 USD		.00 USD		72.00 USD		.00 USD		.00 USD		72.00 USD		.00 USD		.00 USD	.00 USD		72.00 USD
	73.00 USD		.00 USD		.00 USD		73.00 USD		.00 USD		73.00 USD		.00 USD		.00 USD	.00 USD		73.00 USD
	5.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD		.00 USD	.00 USD		.00 USD
	175.00 USD		.00 USD		175.00 USD		.00 USD		.00 USD		175.00 USD		.00 USD		.00 USD	.00 USD		175.00 USD
	Total	5142	24,365.00 USD	2316	12,404.00 USD	1157	6,237.00 USD	167	849.00 USD	8782	43,855.00 USD	936	2,338.00 USD	110	243.00 USD	87.00 USD	9801	46,523.00 USD

MIDTOWN MIAMI
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

MIDTOWN MIAMI COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Offices of the CDD, Shops at Midtown Miami
3401 N. Miami Avenue, Suite 132, 2nd floor parking garage, Miami, Florida 33127*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2022 CANCELED	Regular Meeting	2:00 P.M.
November 8, 2022 CANCELED	Regular Meeting	2:00 P.M.
December 13, 2022 CANCELED	Regular Meeting	2:00 P.M.
January 10, 2023	Regular Meeting	2:00 P.M.
February 14, 2023	Regular Meeting	2:00 P.M.
March 14, 2023 CANCELED	Regular Meeting	2:00 P.M.
April 11, 2023 CANCELED NO QUORUM	Regular Meeting	2:00 P.M.
May 9, 2023	Regular Meeting	2:00 P.M.
June 13, 2023	Regular Meeting	2:00 P.M.
July 11, 2023	Regular Meeting	2:00 P.M.
August 8, 2023	Regular Meeting	2:00 P.M.
September 12, 2023	Regular Meeting	2:00 P.M.