

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, June 23, 2026

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

Ken Rubach, Town Manager
Susan Trevarthen, Town Attorney
Melissa Vasami, Town Clerk

Regular Town Commission

Tuesday, June 23, 2026, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO May 2026 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes of the May 26, 2026, Regular Town Commission Meeting
11. **CONSENT AGENDA**
 - 11.a.
RESOLUTION 2026-18: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.
12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
18. **RESOLUTIONS – PUBLIC COMMENTS**
 - 18.a. Resolution 2026-19: A RESOLUTION OF THE TOWN COMMISSION OF THE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

- 18.b.** RESOLUTION 2026-20: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A LICENSE PLATE READER SYSTEM FROM FLOCK GROUP INC., IN AN AMOUNT NOT TO EXCEED \$47,250.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Chris Sutter, Captain, Broward Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO May 2026 Public Safety Report

Explanation: BSO May 2026 Public Safety Report prepared by Captain Chris Sutter

Recommendation:

Exhibits:

1. 5. TM Report-May 2026



Sheriff Gregory Tony, Ph.D.

Date: June 15, 2026

To: Ken Rubach
Town Manager

From: Captain Christopher Sutter
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- May 2026

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Jerry Hopkins, CCN 14555

On May 25, 2026, Deputy Hopkins responded to a report from a concerned citizen regarding a neighbor who had expressed a desire to purchase a firearm and kill people. Recognizing the potential threat to public safety, Deputy Hopkins immediately initiated an investigation and quickly identified the subject.

Through research and interviews with family members, Deputy Hopkins learned the subject had a history of mental illness and had previously purchased a firearm. Concerned that the subject could obtain another weapon, he worked diligently with family members to locate him. Deputy Hopkins ultimately located the subject inside a crowded gym in Pompano Beach and, after interviewing the subject, determined that the subject met the criteria for an involuntary examination under the Baker Act.

Deputy Hopkins transported the subject to a mental health facility for treatment and completed a Risk Protection Order packet to prevent the subject from obtaining firearms. His swift actions, professionalism, and commitment to public safety resulted in a successful intervention that may have prevented a tragic act of violence while ensuring the individual received necessary mental health treatment.

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

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

- **All-Terrain Vehicle Patrol:** The ATVs / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol plays a crucial role in marine fisheries regulation, enforcement, and protection. Deputies used the ATV / Polaris for 108 miles and 13.25 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or who are otherwise experiencing mental health crises or are homeless and in need of services. Eight (8) individuals were experiencing a mental health crisis. They were transported to the hospital for treatment. Five (5) individuals experiencing homelessness were contacted during this period. Three (3) refused services, and two (2) were transported to Henderson Behavioral Health.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool for Public Safety. ***See Notable Incidents/Arrests below.***
- **e-Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This enables the district to notify residents about any traffic issues and other significant public safety concerns affecting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Sutter to provide information to the public via social media. Follow us @BSOLBTS.

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

On May 22, 2026, the Broward Sheriff's Office Lauderdale-by-the-Sea District hosted a **Coffee with a Cop event**, providing residents with an opportunity to engage directly with law enforcement in a relaxed and informal setting. Captain Christopher Sutter and Lieutenant Toni Hopkins met with community members, discussed public safety concerns, answered questions, and shared information about ongoing initiatives within the town.

On May 29th and 30th, 2026, the Broward Sheriff's Office proudly participated in the Town of Lauderdale-by-the-Sea's annual **Dive into Summer event**. District personnel staffed the BSO community outreach tent, engaging with residents and visitors and distributing promotional items and giveaways. Attendees enjoyed live music, food, and entertainment provided by the Town of Lauderdale-by-the-Sea. Proceeds from the event benefited the Scuba for Good charity, supporting its mission of making scuba diving accessible to individuals with disabilities.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2605-000111 (Deputy Cathcart)
DATE/TIME: 5/2/2026 @1900 hours
LOCATION: Municipal parking lot north of 4405 N Ocean Dr
VICTIM: W/M (7/27/1982)
INCIDENT: **Grand Theft (Electric Bicycle)**
SUMMARY: Deputy Cathcart made telephone contact with the victim, who stated he secured his electric bicycle (Aventon 350) to the bike rack at approximately 1800 hours. When he returned at 1900 hours, he noticed that his electric bicycle was missing and that the chain and lock used to secure it were lying on the ground. The victim estimated the loss at approximately \$1,200.

CASE: 13-2605-000220 (Deputy Seedig)
DATE/TIME: 05/04/2026 @ 2338 hours
LOCATION: 4600 Bougainvilla Dr
OFFENDER: Luis Hernandez-Leyva W/M (11/15/1969)
INCIDENT: **Traffic Stop / Obstruction (Arrest)**
SUMMARY: A traffic stop was conducted, and the vehicle driver was issued tickets for speeding and running a stop sign. Passenger/Offender refused to identify himself or provide any identification and was therefore arrested for obstruction.

CASE: 13-2605-000310 (Deputy Hopkins)
DATE/TIME: 5/6/2026 @ 0000 hours
LOCATION: 4627 Bougainvilla Dr
VICTIM: W/M (7/28/1968)
INCIDENT: **Grand Theft (Electric Bicycle)**
SUMMARY: The victim advised that his Big Cat electric bicycle was chained to a post in front of a friend's apartment, located at 4627 Bougainvilla Dr. on 5/2/2026. Upon returning the following day, 5/3/2026, to retrieve the bicycle, he found that the lock had been cut and the bicycle was gone. The bicycle had been purchased for \$2100.

CASE: 13-2605-000361
DATE/TIME: 5/7/2026 @ 1513 hours
LOCATION: 236 Imperial Lane
VICTIM: W/F (9/9/1960)
OFFENDER: Ishana Nair (11/05/1949)
INCIDENT: **Battery**

SUMMARY: The victim responded to the residence of Ishana Nair to provide hair washing and blow-drying services. During the appointment, Ishana advised the victim that she was using medication to treat an eye condition. The victim explained that she did not want Ishana to use the towels she had brought and requested that Ishana use towels from inside the residence instead. Ishana insisted that the victim use the towels she had brought, leading to a verbal argument between them. As the disagreement escalated, the victim decided to terminate her services and leave the residence. Ishana allegedly attempted to prevent the victim from leaving by holding onto her and blocking her path to the front door. The victim was eventually able to exit the residence; however, she contacted 911 because Ishana would not return her towels and was allegedly preventing her from entering her vehicle. Upon law enforcement's arrival, the victim stated she did not wish to pursue criminal charges or have a report filed against Ishana. The victim only wanted to retrieve her property and leave the residence. A battery report was completed to document the incident.

CASE: 13-2605-000485 (Deputy Ramcharan)
DATE/TIME: 5/9/2026 @ 1314 hours
LOCATION: 4653 N Ocean Dr
OFFENDER: Mario Pineda-Ferrer W/M (2/26/1960)
VICTIM: B/M (2/1/1987)
INCIDENT: **Aggravated Assault**

SUMMARY: The victim reported that Mario Pineda-Ferrer was wielding a knife at him because the two had argued over who the ground beef in the refrigerator belonged to. The victim did not want to file criminal charges and gave a sworn taped statement. No arrests were made in this incident.

CASE: 13-2605-000489 (Deputy Ramcharan)
DATE/TIME: 5/9/2026 @ 1530 hours
LOCATION: 4653 N Ocean Dr
ARRESTEE: Gamario Glashen B/M (2/1/1987)
INCIDENT: **Warrant (Arrest)**

SUMMARY: While investigating an aggravated assault at the listed location, contact was made with Gamario Glashen, who was found to have active warrants for DWLS and a Violation of Probation for a Domestic Violence injunction. Glashen was transported to the Main Jail.

CASE: 13-2605-000493 (Deputy Bickel)
DATE/TIME: 5/9/2026 @ 1641 hours
LOCATION: 4343 N Ocean Dr (BurgerFi parking lot)
ARRESTEE: Cynthia Mahoney W/F (6/19/2002)
VICTIM: B/M (3/19/1979)
INCIDENT: **Battery – Domestic Violence (Arrest)**

SUMMARY: Deputies responded to the above location in reference to a disturbance call that was reported by an uninvolved person. Investigation revealed that Cynthia Mahoney and the victim have been in a dating relationship and have lived together for the past year. The reporter observed the couple in a dispute when Cynthia pushed the victim. Cynthia was arrested for domestic battery. Cynthia was transported to the Main Jail.

CASE: 13-2605-000708 (Deputy Boyian)

DATE/TIME: 05/13/2026 @ 2303 hours

LOCATION: 101 Commercial Blvd

ARRESTEE: Hall, Radhika (W/F 11/12/1990)

VICTIM: 101 Ocean Restaurant

INCIDENT: **Petit Theft (Arrest)**

SUMMARY: The manager of the 101 Ocean Restaurant/bar stated that the arrestee, Hall, entered the establishment and, over the course of several hours, ordered and consumed food and alcoholic beverages totaling \$86.20. When the manager presented her with the bill and requested payment, Hall had no way to pay. Hall attempted to flee the restaurant and ran out of one of the exits. She was physically restrained, and 911 was called. Hall was charged with Defrauding an Innkeeper < 1K and TOT the Main Jail.

CASE: 13-2605-000780 (Deputy Reis)

DATE/TIME: 05/15/2026 @ 1322 hours

LOCATION: 1461 S Ocean Boulevard

SUSPECT: Joyce Carol Raz, White female, DOB: 01/02/1963

VICTIM 1: W/M (02/16/1942)

VICTIM 2: W/F (08/21/1963)

INCIDENT: **Domestic Battery, Simple Battery, Baker Act (Arrest)**

SUMMARY: Deputies were dispatched to a battery at the listed location. Upon arrival, contact was made with Victim 2, who advised she was struck by the suspect, Joyce Carol Raz, who lives in the building. While deputies were standing at the door of apartment 209, the suspect, who was inside the residence, was screaming at deputies to leave. Deputies contacted Raz's ex-husband, Victim 1, inside the residence and requested that he bring her to speak with the deputies. As Victim 1 returned to the residence to retrieve Raz, she ran towards one of the bedrooms and pushed him down. Victim 1 requested help to get back on his feet. Raz was located and taken into custody for Baker Act proceedings. She was transported to the Imperial Point Hospital for immediate care. A NIC Probable Cause Affidavit was prepared for her arrest on charges of Domestic Battery and Simple Battery. Raz was later picked up from Imperial Point and transported to the main jail.

CASE: 13-2605-000822 (Deputy Klier)

DATE/TIME: 05/16/2026 @ 1021 Hours

LOCATION: 231 Marine Court apt 2

ARRESTEE: Felicita Cabrera Carrasco W/F 6/18/74

VICTIM: W/M (3/13/1968)

INCIDENT: **Domestic Battery Arrest (Misdemeanor)**

SUMMARY: The defendant and victim are married but do not live together. The Defendant came to stay for the weekend, a verbal altercation ensued, which escalated into the Defendant did touch/strike the victim in the mouth with an open hand. The defendant was arrested and taken to the main jail.

CASE: 13-2506-0000861 (Deputy Roach)

DATE/TIME: 5/16/26 / 2303 hrs.

LOCATION: 276 Commercial Blvd

VICTIM: Benihana

INCIDENT: **Petit Theft**

SUMMARY: Two young white male subjects were served food. One subject paid for his food, while the second fled the area without paying his \$59.39 bill. They were picked up in a gray BMW, bearing an unknown tag.

CASE: 13-2605-000966 (Dep Yates)
DATE/TIME: 05/18/2026 @ 1523 hrs.
LOCATION: 4353 N Ocean Drive (Marathon Gas Station)
ARRESTEE: Patrick E James, B/M (11/29/1991)
INCIDENT: **Warrant/Suspicious Person (Arrest)**
SUMMARY: DLE responded to the listed location regarding a suspicious person. Contact was made, and a records check revealed a VOP theft warrant for the subject, who was transported to the main jail.

CASE: 90-2605-007262 (Dep Seedig)
DATE/TIME: 05/19/2026 @ 0030 hours
LOCATION: 1 Gatehouse Road
ARRESTEE: Anthony J Matranga W/M (11/13/1964)
VICTM: Deputy Seedig
INCIDENT: **Battery LEO (Arrest)**
SUMMARY: Deputies responded in reference to an Assist to another agency. Sea Ranch Lakes PD Officer McDonald was struggling with a suspect in custody and requested BSO deputies' assistance over the radio. Upon arrival, the suspect was secured in leg shackles and was walked to the marked unit of Sea Ranch Lakes PD to be secured in the back seat of the vehicle. Once seated, Deputy Seedig assisted in buckling the suspect into the rear passenger seat of the vehicle. As Deputy Seedig reached across the suspect to latch the seatbelt buckle, the suspect leaned forward and bit into the right forearm of Deputy Seedig with his teeth. Deputy Seedig suffered a puncture to the skin of his arm, which drew blood from the trauma of the bite. Fire Rescue responded and treated Deputy Seedig. Deputy Seedig then responded to Broward Health Imperial Point Hospital for treatment of his injury. The suspect was also taken to the same hospital by Sea Ranch Lakes PD for complaints of breathing issues for medical clearance. Hospital staff were informed of the exposure bite and conducted a blood draw of the suspect. The arrestee was transported to the main jail.

CASE: 13-2605-001202 (Deputy Swadkins)
DATE/TIME: 05/22/2026 @ 1:29 PM
LOCATION: 1461 S Ocean Boulevard
ARRESTEE: Derek Gallaway W/M (01/09/1971)
INCIDENT: **Grand Theft (Arrest)**
SUMMARY: On May 22, 2026, at approximately 1:29 PM, Deputy Swadkins from the Lauderdale by the Sea District was dispatched to 1461 S Ocean Boulevard in reference to a theft of tools from a storage closet. Upon arrival, contact was made with the HOA secretary, who reported that tools were illegally taken from a storage closet. The value of the tools is reported as \$ 2,050.00. The victim signed a BSO Affidavit.
UPDATE: Through Investigative means, Detective Ben Koos located the suspect entering the town in the middle of the night and then leaving with items possibly belonging to the victim. The suspect also listed the stolen items for sale on Facebook Marketplace. On June 1st, 2026, the suspect was located and arrested. The stolen tools were recovered at the suspect's warehouse and returned to the owner.

CASE: 13-2605-001205 (Dep Swadkins)
DATE/TIME: 05/22/2026 @ 1515 hours
ADDRESS: 1800 S Ocean Blvd, Parking Lot
VICTIM: W/F (05/01/1953)
SUSPECT: Howard Walvnick, W/M (09/25/1957)
INVOLVED: David Tsang W/M (05/20/1965)
INCIDENT: **Assault (Waiver of Prosecution)**

SUMMARY: As the victim, who is a board member of the building, parked her car, David drove his vehicle the wrong way into the parking lot. The victim told David it is dangerous to drive the wrong way in the parking lot, and he could hit someone. The passenger of the vehicle, Howard, started to swear at the victim and rushed at her. The victim backed up as she felt threatened by Howard's actions. There is CCTV footage of the incident. Gloria completed a BSO affidavit and checked the box that she does not wish to prosecute.

CASE: 13-2605-001312 (Dep Yates)
DATE/TIME: 05/24/2026 @ 1617 hours
LOCATION: 4660 El Mar Drive (Plunge Pool)
VICTIM: 5-year-old male child
INCIDENT: **Police Information/AOA Fire ref drowning**

SUMMARY: DLE responded to the listed location regarding a child drowning. Investigation revealed that the 5-year-old child was staying at the hotel with his family. His adult brother stood by the child at the pool while the father walked back to the food bar for a moment. The brother saw the child underwater and yelled. Another patron pulled the child out of the water, and a BSO Off-Duty Firefighter/Paramedic, Broderick Espinoza (CCN 19316), and an off-duty Miami-Dade Fire Lieutenant, Jesus Fuentes, were at the pool and immediately began life-saving CPR. The child regained a pulse and started breathing. Pompano Beach Fire Rescue also responded and took over life-saving efforts. The child was TOT by Rescue to Broward General and made a full recovery. BSO Life Saving Awards were submitted for both fire rescue personnel. Both firefighters were recognized at the June 9th, 2026, LBTS commission meeting.

CASE: 13-2605-001329 (Deputy Boyian)
DATE/TIME: 05/24/26 @ 2106 hours
LOCATION: 14 Commercial Blvd
VICTIM: Gelato – Go coffee shop
WITNESS: Soto Martinez, Liz W/F (9/21/2005)
INCIDENT: **Petit Theft**

SUMMARY: The witness, Soto, is a clerk at the Gelato Go coffee shop and stated that an unknown w/m subject entered the business and asked to use the restroom. After exiting the restroom, the subject removed \$20 cash from a tip jar on the counter. Security surveillance footage captured the incident and was uploaded to BSO Digital Evidence.

CASE: 13-2605-001357 (Dep Hopkins)

DATE/TIME: 05/25/2026 @ 1032 hours

LOCATION: 5450 N Ocean Blvd #22e

MENTIONED: W/M (11-01-2002)

INCIDENT: **Baker Act – RPO (Risk Protection Order)**

SUMMARY: A resident responded to the station to report that her neighbor told her that he wanted to purchase a gun and kill people. Dep Hopkins conducted research about the subject and learned that the subject had a non-violent domestic dispute about his purchase of a firearm back in January. Contact was also made with family members who confirmed the subject had a mental illness and was admitted as a Baker Act twice in the past. Deputy Hopkins also located the subject who was at a local gym in the city of Pompano Beach. Contact was made with the subject, who admitted to making the mentioned statements to his neighbor. He also advised that he wanted to buy a shotgun and blow his head off and shoot gang members/drug dealers. Subject was deemed a Baker Act, TOT Fort Lauderdale Behavioral Medical Center for mental health treatment. An RPO packet was also completed and sent to BSO Legal. Excellent work by Dep Hopkins.

CASE: 13-2605-001650 (Deputy Figueroa)

DATE/TIME: 5/30/2026 @ 2025 hours

LOCATION: 0 Commercial Blvd

VICTIM: W/M (6/19/2004)

INCIDENT: **Petit Theft**

SUMMARY: Deputy Figueroa met with the victim at the LBTS District Office regarding a report of theft. Investigation revealed that, on 5/30/26, Santiago was snorkeling north of the pier, and when he finished at 1730 hours, he went to shower at the showers near the LBTS pavilion. Santiago forgot his snorkeling fins and mask next to the showers and went home. At approximately 2000 hours, he realized he had left the items in LBTS and returned to the showers to retrieve them, but they were no longer there. The value of the items was estimated at \$160.

CASE: 13-2605-001715 (Deputy Seedig)

DATE/TIME: 05/31/2026 @ 2157 hours

LOCATION: 4600 El Mar Drive

ARRESTEE: Kameron J Allen B/M (07/01/2006)

VEHICLE: 2014 Ford Fusion FL Tag 95VCLK

INCIDENT: **Traffic Violations / Possession of Marijuana Over 20g (Arrest)**

SUMMARY: Traffic stop on vehicle for several traffic violations, including driving southbound in northbound lanes. Vehicle smelled strongly of suspected marijuana. Post vehicle search, approximately 114 grams of Commercial/Rec/Medical Marijuana were found within a bookbag on the passenger side floor. The recreational marijuana was packaged individually in clear plastic baggies for distribution. The arrestee was the vehicle's owner, and a forfeiture form was completed for it. The arrestee was charged accordingly.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street	
Misd	Obstruction	4600 Bougainvilla	13-2605-000220
Misd	Warrant x2	4653 N Ocean Dr	13-2605-000489
Misd	Petit theft	101 Commercial Blvd	13-2605-000708
Misd	Domestic Battery	1461 S Ocean Blvd	13-2605-000780
Misd	Domestic Battery	231 Marine Ct	13-2605-000822
Misd	Warrant	4353 N Ocean Dr	13-2605-000966
Fel	Batt LEO (AOA Sea Ranch)	1 Gatehouse Rd	90-2605-007262
Fel	Traffic / Narcotics w/ intent	4600 El Mar Drive	13-2605-001715

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2025 YTD	2026 YTD
AUTO THEFT	0	1	11	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	5	4	5
BURGLARY-RESIDENCE	0	1	3	2
BURGLARY-STRUCTURE	0	0	2	0
FORCIBLE SEX	0	0	2	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	1	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	3	0	7	6
THEFT-PETIT	4	2	16	12
TOTALS	8	9	48	27

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	21
COP Hours Worked - Month	104
COP Patrol Miles - Month	268
COP Hours Worked - YTD	606
COP Patrol Miles - YTD	2589

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	1
COP Beach Patrol Hours - YTD	91.75

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

	Month	2026 YTD
Reserve Deputy - Days Worked	3	16
Reserve Deputy - Hours Worked	20	215.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The May 2026 Monthly Staffing and Statistical Report is attached.



MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
 May 31, 2026

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	28	0

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Jeffrey Bickel	15551	Light Duty	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea Monthly Activity May 2026

Reports/Calls	
Miscellaneous Service	
Event Reports	46
Accidents	12
Calls for Service	1,717

Traffic	
Types of Citation	
Non-Moving / Moving Citation	70
Warnings	153
Parking	0
DUI	0
Total Citations	223

Arrests	
Type of Arrest	
Felony	3
Misdemeanor	5
Warrant	1
Warrant (Felony)	0
DUI (Misdemeanor)	0
DUI (Felony)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	9

Time Worked	
Hours Worked	
Bike Patrol	0
Court Overtime	12
Training Hours	164
Detached	0
Other Overtime	95.5
Days Worked	31

General	
FI	8
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 108 Miles / 13.25 Hours Reserve Deputies worked 3 shifts (20 hrs)



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Ken Rubach, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: **Dine Out Lauderdale**

Dine Out Lauderdale returns this summer, and we encourage our local restaurants to participate! With registration having opened on June 17th, participating establishments can sign up through their Visit Lauderdale Partner Portal. For additional guidance with the registration process, please contact our Events Manager, Katie Anderson, at KatieA@lbts-fl.gov.

Running from August 1 through September 30, Dine Out Lauderdale showcases special fixed-price menus at participating restaurants throughout the area, giving diners the perfect opportunity to explore new flavors and support local businesses.

Mark your calendars and make plans to discover a new neighborhood favorite this summer!

July 4 2026 Celebration

We are just weeks away from one of the most anticipated Town celebrations of the year. This year's annual celebration will take place on Saturday, July 4, 2026.

Parade	10:00 AM
Family Fun Day	11:00 AM - 1:00 PM
Fireworks	9:00 PM

With America commemorating its 250th Anniversary this year, 2026 marks a truly special milestone for our nation—and an especially meaningful opportunity to celebrate here in Lauderdale-By-The-Sea. It is therefore our great honor to recognize all Lauderdale-By-The-Sea resident veterans and active-duty military personnel as the 2026 Grand Marshals of Lauderdale-By-The-Sea's annual July 4th Parade. Forms can be found on our website at www.discoverlbts.com/events and emailed to our Events Manager, Katie Anderson, at

KatieA@lbts-fl.gov.

We certainly look forward to spending the day with our residents, neighbors, and visitors as we celebrate this historic milestone together.

World Cup Watch Party

Join us in cheering on Team USA Wednesday, July 1st (date subject to change pending final Round 1 results) from 6:00 pm - 10:00 pm. The downtown will come alive with patriotic fervor as we stream the 8:00 pm kickoff on the Dunes Pavilion. Games, photo ops, family-friendly entertainment, and more will be hosted on Ocean Plaza, offering fun for all ages.

The World Cup Corner in our weekly Town Topics e-blasts highlights all of the activity happening around Town surrounding World Cup matches. Make sure you're signed up to stay up to date on watch parties, specials, and other excitement. You don't want to miss out on the fun!

[Stay Connected | Lauderdale-By-The-Sea, FL](#)

Upcoming Meetings

- Code Compliance Hearing — Thursday, June 25th at 5:00 pm
- Planning and Zoning Board Meeting — Wednesday, July 1st at 6:00 pm
- Commission Meeting — Tuesday, July 14th at 6:30 pm

Recommendation:

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes of the May 26, 2026, Regular Town Commission Meeting

Explanation: Approval of Minutes of the May 26, 2026, Regular Town Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. Draft Minutes of the Town Commission Meeting – May 26, 2026



DRAFT

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

Jarvis Hall

4505 N. Ocean Drive

Tuesday, May 26, 2026

6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Public Works Director Chris Lips, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Events and Marketing Manager Katie Anderson, and Town Clerk Melissa Vasami.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Public Safety Complex Preliminary P3 Financial Considerations

Nicholas Tripician, representing Stifel, and Julie Santamaria, representing PFM, gave a presentation on preliminary financial considerations for the proposed public-private partnership (P3) to construct a new public safety complex for the Town.

Ms. Santamaria explained that an analysis of the Town's credit has been made using criteria from the rating agency Moody's. The results showed an indicative rating of AAA, which is the highest available.

The Town has historically funded its capital expenditures from a combination of annual surplus revenues and reserves. Its average annual capital expenditure since 2020 is \$3.5 million, with an average excess of total revenues over expenditures, not including capital dollars and grants, of \$4.7 million. This was considered in order to estimate the discretionary funds available to the Town on an annual basis for new payments such as debt service or additional capital.

A variety of funding mechanisms were reviewed, including a bank loan, a P3 structure with conduit financing, and the issuance of publicly offered debt by the Town. The lowest overall cost would come from the issuance of the Town's own debt. The typical credit used in Florida is a covenant to budget and appropriate (CB&A) from legally available non-ad valorem revenues. Ms. Santamaria clarified that non-ad valorem revenues include all of the Town's general governmental revenues aside from property taxes.

CB&A financing requires an anti-dilution test, which measures how much additional debt can be issued and secured by these same revenues once bonds are purchased. In Florida, this is typically a minimum of 1.5x coverage of revenues over debt service, with adjustments to subtract restricted revenues that are not legally available.

When considering non-ad valorem revenues, subtracting property taxes, and subtracting general governmental and public safety expenditures, the resulting amount is the revenue that can be used toward debt service. The Town's Enterprise Funds were also included in this calculation; while they are usually restricted to funding the enterprises they support, they are considered because the Town uses revenue from the Parking Fund for ongoing capital.

Ms. Santamaria noted that the Town is considering a payment in the range of \$2 million to \$2.5 million. Based on the historical financial results reviewed, as well as the Town's annual capital spending, the team believes this is a reasonable amount. The funds would not be available for pay/go capital use or to fund other services, as they would be obligated to debt service.

Based on all financing structures reviewed, a publicly offered bond would result in the most cost-effective and affordable annual debt service, based on the ability to lock in

annual debt service for 30 years at a fixed interest rate. This obligation could result in a credit rating of AA, which is one category below AAA, as the Town is smaller with a less diverse range of businesses than other coastal communities, and is also vulnerable to storm events and sea level rise.

Mr. Tripician advised that the team's analysis is based on the original unsolicited proposal received by the Town on September 17, 2025, for a project size of approximately \$43 million. These figures will be reviewed for greater accuracy.

Mr. Tripician reviewed potential costs associated with different levels of annual debt service, including interest rates and global market conditions. Rates are significantly higher at present than at the beginning of calendar year 2026. Costs were based on potential annual debt service, cost of the project, and up-front contribution from the Town, all based on 30-year fixed interest rates of 4.65%.

Mayor Malkoon noted that the presentation models the construction of a full Town Hall/public safety complex, which is larger than a public safety building alone. Mr. Tripician explained that the team's understanding was that the unsolicited proposal presented two options, one for a full campus and one for a public safety building only. The presentation was based on the full campus option.

Mayor Malkoon asked if the Town has evaluated a stand-alone or phased public safety complex option as well as the larger combined structure, as well as whether property sales or other funding sources could reduce the need for longer-term borrowing while addressing core public safety needs. He explained that this was the Town's original intent. Town Manager Ken Rubach advised that the unsolicited proposal provided the option of a public safety facility with development services, Town Hall, and BSO access, as well as the option of a full campus. The presentation began with the full campus option.

Mayor Malkoon noted that the presentation refers to an annual target payment of roughly \$2 million and requested clarification of which project scope and assumptions correspond to this target. He also asked for clarification of the projected annual obligation for the currently contemplated scope. Ms. Santamaria advised that the \$2 million annual payment would generate \$31.9 million. Mr. Tripician stated that the debt service for the full \$43 million project scope would be \$2.7 million annually, assuming no up-front contribution from the Town. At the \$31.9 million level, the question becomes

whether the full project is pursued or if a phased approach or a project of lesser size is preferable.

Mayor Malkoon explained that his concern was that the \$42 million option would effectively double after 30 years due to debt servicing. Mr. Tripician confirmed this, pointing out that there would be an optional call feature on the debt service, which would allow it to be refinanced at approximately the 10-year mark or later, resulting in savings to the Town. The amount would double only if refinancing does not occur.

Mayor Malkoon asked how dependent the financing assumptions are on continued use of Parking Fund and non-ad valorem revenues, as well as whether any scenarios such as economic slowdowns, inflationary pressures, or reduced tourism activity were considered. Ms. Santamaria advised that this was taken into account when determining different coverage levels. She offered the example of the most conservative coverage level, which would only use governmental funds and would leave only \$2.7 million available for debt service.

Ms. Santamaria continued that one benefit of municipal financing is that it allows future residents and users of the proposed complex to help pay for its construction. Town Manager Rubach confirmed that continuing discussions will be specific to the P3 negotiations, reiterating that today's presentation provides an overview of what the Town can afford.

Mayor Malkoon advised that he has serious concerns regarding the possibility of the Town taking on debt, including future economic conditions for the state of Florida as well as potential economic downturns. He emphasized the urgency of the Town's public safety needs, as its current facilities are inadequate and do not meet current Codes.

Commissioner Graziano noted that the presentation did not reflect the results of the Town's fiscal year (FY) 2025 audit, instead using 2024 audit results. Town Manager Rubach explained that the Town must begin making its budget decisions now, as the Fire Rescue contract is upcoming and the Town will need to show potential partners that they are working toward a new public safety facility. Vendors have indicated that they would not serve the Town from its existing facility.

Commissioner Pouloupoulos asked what costs and fees are associated with bonds other than interest rates. Mr. Tripician replied that there are multiple structures in the market, and the P3 structure is associated with more costs and fees than many others due to

the need to secure the transaction in a different way. Should the Town issue its own debt, the only other associated costs would be professional costs, which would be included in the financing rather than out-of-pocket. He estimated that this comes to 2% of the overall cost of borrowing.

Mr. Tripician continued that developer fees are also estimated in the presentation. The cost to the Town would be much lower if they undertook the project themselves from both an interest rate and a professional perspective.

Commissioner Poulopoulos emphasized the importance of public safety facilities as well as the preferences expressed by potential Fire Rescue vendors. He asserted that the Town should keep costs as low as possible and did not believe a \$41 million facility was necessary for a municipality of Lauderdale-By-The-Sea's size.

Commissioner DeNapoli asked if the team had explored private capital lending. Ms. Santamaria confirmed that they had considered bank loans, pointing out that one downside to this type of financing is that banks will only extend loans to 20 years at a fixed interest rate. This would result in a higher annual payment, although the interest costs would be lower over time. The presentation includes a draft report with these details.

Vice Mayor Strauss requested confirmation that the numbers will change accordingly as the process moves forward, including fluctuations in interest rates. Mr. Tripician and Ms. Santamaria confirmed this. Vice Mayor Strauss cautioned against waiting too long to proceed due to the pending Fire Rescue contract, which will require improvements to facilities.

Town Manager Rubach stated that he will continue to work with partners to refine numbers, including cost engineering for both options so the Commission can see the differences in their costs. He added that he was fully certain the top number of \$43 million would be reduced as discussions continue.

b. Solid Waste Authority of Broward County Presentation

Sam May, Interim Executive Director of the Broward Solid Waste Authority, and Daniel Dietch, representing SCS Engineers, gave a presentation on the Solid Waste Authority's proposed facilities amendment and Master Plan. Thus far, 15 Broward municipalities

have signed an inter-local agreement (ILA) joining the Solid Waste Authority, as well as Broward County.

Mr. May explained that the intent of the Solid Waste Authority is to divert solid waste from landfills and waste-to-energy by forming a large cooperative entity. The current system for solid waste leaves all municipalities on their own to negotiate rates for disposal. The Authority can negotiate better rates by combining several Broward municipalities into one entity.

The Solid Waste Authority's (SWA's) plan is to increase the recycling rate by keeping recyclable items out of landfills in order to extract maximum value from the waste stream. They also hope to leverage purchasing power if several municipalities join together as a large group.

At present, almost five million tons of municipal solid waste (MSW) is collected throughout Broward County, including commercial debris and recycling debris. Only approximately 39% of MSW is currently recycled. The state's goal is to achieve 75% recycling.

The SWA will use the existing infrastructure in Broward County without constructing any new waste-to-energy facilities or landfills. Mr. May strongly emphasized the importance of all municipalities working together to achieve flow control as a unified group, which will result in the best pricing from those existing facilities. The average impact on a home is expected to be \$3/year, and participating municipalities will receive the best possible rates, with small municipalities receiving the same rates as larger ones.

A robust recycling education program is key to this effort. Eight convenient recycling drop-off locations will be constructed throughout Broward County to accept electronics, hazardous household waste, and recyclable materials.

Each single-family home in Broward County generates roughly 1.3 tons of waste per year. Multiplied by \$2.20 per ton, this comes to \$2.89 per household unit. Lauderdale-By-The-Sea generates slightly less than this average at one ton per year, which means the cost would be \$2.14 per unit. This amount would be added to the Town's quarterly maintenance bill at a rate of 54 cents per quarter.

Funding for the SWA will be based on population in the beginning. The second phase will be from 2028 to 2030 and will be based on tonnage and a tipping fee at the disposal

facility, which will charge waste haulers, who then charge the municipalities. The tipping fee will be charged to the SWA. Phase three will begin in FY 2031 with a non-ad valorem assessment and will be a solid waste assessment on the tax bill. It is expected to be \$2.72 for the Town by this third phase.

The SWA expects to see lower or comparable processing and disposal costs, stabilization of predictability due to long-term agreements with disposal facilities, expanded programs for yard, bulk, food, and hazardous waste through the drop-off centers, improved environmental stewardship, and maintenance of control of collection services. The Town will be able to maintain its collection services.

The SWA will establish a surcharge infrastructure, develop and staff the eight permanent drop-off recycling sites, secure binding prices for processing and disposal, standardize recycling rules across all member communities, expand programs for yard, bulk, C&D, and food waste, maintain education and outreach programs to sustain behavioral changes, and build capital reserves for future infrastructure needs.

Key points of the facilities amendment include clarification of what the SWA cannot do, such as building new landfills or waste-to-energy facilities. They will be able to build transfer stations, recycling facilities, and drop-off centers. The amendment must be approved by 80% of the population, and all members have the right to inspect facilities. Member service charges will be established in the Master Plan, and increases will require approval by the Executive Committee and Governing Board, as well as County and 2/3 population approval. There will also be a "wind-down" provision to determine how assets will be equitably divided when the SWA sunsets. This is a key aspect of the facilities amendment.

An additional amendment could give municipalities the ability to opt out of the SWA once requests for proposals (RFPs) are issued for disposal services. This is expected to occur at the end of 2027. Some municipalities have indicated that they would like a second opt-out opportunity at the 25-year mark, which would be 2048. This will be discussed further at the June 15, 2026, Governing Board and Executive Committee meeting; if it passes, it will come back to the municipalities as a second amendment.

Commissioner Pouloupoulos asked where non-C&D waste will go once the Monarch facility ceases to accept it. Mr. May replied that part of this will go to the waste-to-energy facility, while the remainder will be sent to a facility at Okeechobee and possibly other locations outside Broward County.

Vice Mayor Strauss asked for clarification of the closest drop-off facility for hazardous waste. Mr. Dietch explained that sites have not yet been identified for drop-off centers. If the SWA moves forward, it will focus on the operational aspects of the Master Plan. The drop-off facilities will not process recyclables themselves, but will serve as areas where the public can take materials. Vice Mayor Strauss emphasized the importance of convenience to this process.

Mayor Malkoon requested clarification of next steps. Mr. May replied that the next step will be to vote on the proposed amendment to the ILA. Town Manager Rubach explained that no vote is before the Commission at tonight's meeting; the opportunity to vote will come at the next meeting.

Commissioner DeNapoli requested more information on the second amendment. Mr. May stated that this is an additional opt-out amendment at the 25-year mark, requested by some municipalities who wanted this opportunity if they do not wish to be locked into a 40-year process. The second amendment will be voted upon at the Governing Board's June 15, 2026, meeting; if approved, it will then be voted on by all participating municipalities.

Town Manager Rubach emphasized the importance of economies of scale for a town the size of Lauderdale-By-The-Sea, which typically does not see the same level of savings that would be available to multiple communities through the SWA.

c. The Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2026

David Caplivski, representing Grau and Associates, provided an overview of the Town's Annual Comprehensive Financial Report, for which the Town received an unmodified opinion on financial statements. This is the best possible opinion and means the statements were properly stated according to governmental accounting standards. There were no issues of noncompliance, nor of control deficiencies. The Town's financial net position is strong with respect to both governmental funds and business activities. The results were also positive, with both the Town's net position and the fund balance reflecting increases.

Commissioner DeNapoli requested a review of financial highlights. Mr. Caplivski stated that as of September 30, 2025, the Town's net position was \$45.6 million, including

capital assets as well as the effects of long-term liabilities. At the fund level, the ending balance of the General Fund was \$12.3 million. All governmental funds combined came to \$18.3 million. There was a \$3.5 million increase in governmental funds from the beginning of FY 2024-2025 to the end of that year.

Enterprise Funds, such as the Sewer and Parking Funds, totaled \$27 million, of which \$18.8 million is in capital assets. \$8.3 million of this amount represents financial assets. The increase in net position of the Sewer and Parking Funds was \$1.3 million. The overall budget showed higher revenues and lower expenses than budgeted.

Commissioner Graziano advised that Grau and Associates was very responsive to the Audit Committee on which he had served.

6. PUBLIC COMMENTS

At this time, Mayor Malkoon opened public comment.

James Espada, owner of the Open Air Art Studio, explained that his business hopes to offer open-air art sessions to guests in multiple settings, including the Town's beach and parks. He requested to work with Code Compliance to determine how these events can be staged, as the Zoning Department does not explicitly permit this type of business use under existing Code.

Kimberly Bertsch, resident, spoke highly of the recent IPW Conference 2026 event held in Lauderdale-By-The-Sea, and recommended that more off-season events be held.

Cristie Furth, resident, addressed comments made at the May 12, 2026, Commission meeting between Mayor Malkoon and Commissioner Graziano, expressing concern that remarks were made in an unprofessional manner on a personal issue. She observed that the Mayor had taken responsibility for his comments at a later Commission workshop.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Events and Marketing Manager Katie Anderson stated that Miami is one of the 11 U.S. cities that will host upcoming World Cup programming. Broward County has opened a 2026 World Cup Municipal Event Support Grant Program, which will provide financial assistance to Broward municipalities so they may encourage community engagement and attract residents and visitors to the area.

Applications for the grant opportunity opened on May 21, 2026, and funding will be awarded on an as-available basis. Eligible events must be held on municipal or County-owned properties, must be free and open to the public, and must be held by July 19, 2026. The County is offering up to \$12,500 per municipality on a reimbursement basis. A one-to-one cash match is required for municipalities.

Town Staff proposes a Lauderdale-By-The-Sea watch party event, with the date to be determined. This event will be scheduled around County-hosted events and is proposed in a four-hour time frame, which will be further narrowed down depending upon selected matches. Staff would close the horseshoe area Downtown, using the Dunes and Ocean Plazas, for the celebration.

Anticipated costs include a video wall for game display, sound system, and family-friendly entertainment in the Plaza. Additional high-top tables would be provided, as well as the Town's tables. Marketing deliverables and Broward Sheriff's Office (BSO) costs would be included in the event. Events and Marketing Manager Anderson estimated that the overall cost would be \$11,500.

Town Staff is also considering the development of sponsorship tiers for members of the community who would like to contribute toward the event and further offset Town costs. Opportunities would include logo inclusion on event collateral and social media marketing, among other activations.

To date, Staff has used approximately 65% of the special events budget for the current fiscal year, with July 4 remaining as the only large-scale event. Funding is available to contribute toward the Town's one-to-one matching costs.

Staff requests direction on the following:

- Submittal of a grant application for a World Cup Watch Party
- If grant funding is approved, Staff requests approval to create and promote the event
- If grant funding is not approved, Staff requests clarification of whether or not the Commission would like the Town to move forward using special events funding

Mayor Malkoon stated that he was in favor of exploring the grant opportunity. It was clarified that no specific dates have been set thus far, although the event must be completed by July 19, 2026.

Commissioner Graziano requested more information on the proposed event. Events and Marketing Manager Anderson advised that several businesses have expressed interest in seeing and/or contributing to World Cup programming during the season, although no concrete information is available thus far.

There was Commission consensus to move forward with this event.

Town Manager Rubach reported that Staff has met with BSO to discuss the new contract. The Town has also received a new consideration letter, which is roughly \$500,000 less than anticipated. Staff will continue to work with the County on this item and will bring it before the Commission at a later date.

Dive Into Summer will be held on Friday and Saturday, May 22-23, 2026, and will include a dive log program similar to the badge program from the IPW event. Town Manager Rubach encouraged attendance at this upcoming expanded event.

Town Manager Rubach recognized Town employee James Wilson, who has reached 20 years' service to Lauderdale-By-The-Sea.

b. February 2026 Finance Report

c. March 2026 Finance Report

Assistant Finance Director Edner Saint-Jean presented the February and March 2026 Finance Reports, adding that the Town's investment interest rate has increased from 3.83% to 3.84%. He thanked all involved with the recent audit, including Staff, elected officials, and the Audit Committee, on behalf of the Town's Finance team.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes of the April 28, 2026, Regular Town Commission Meeting

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Discussion and Direction – Potential Expansion of Beach Uses

Development Services Director Jhanelle Campbell requested policy direction from the Commission regarding potential expansion and/or clarification of allowable beach-related activities within Lauderdale-By-The-Sea. This discussion stems from operational issues encountered by Staff and from requests by local businesses seeking greater flexibility for beach-based services.

At present, Town Code allows certain watercraft-related businesses in the B-1 zoning district through conditional use approval. These approvals, however, apply only to commercial properties and not to the beach itself. Chapter 5 of Town Code generally prohibits commercial activities, solicitation, and certain motorized watercraft operations on the beach unless specifically authorized by waiver.

Examples of beach services by existing Town businesses include SCUBA operators seeking temporary tents, staging areas, or service points on the beach. Considerations for discussion of this topic include the preservation of the character of the Town's beaches, potential commercialization over time, fairness and consistency among businesses, and visual, operational, and congestion-related impacts.

Another discussion topic is the allowance of low-speed motorized watercraft. Current Code permits passive non-motorized recreational uses, such as paddleboards and kayaks, but generally prohibits motorized watercraft on the beach. Some devices have been developed since the adoption of the current Code, which are hybrid motorized and non-motorized items. Considerations include swimmer and public safety, enforcement challenges, whether low-speed devices should be treated differently from traditional motorized watercraft, and potential operational standards such as speed limits, launch areas, and Commission-approved processes.

A third discussion item addresses mobile or roving businesses. Some businesses come to the Town and operate on the beach without a current business tax receipt; with no brick-and-mortar business, no money is exchanged with the Town. The Commission is asked whether the Town should regulate those businesses operating on the beach or using public beach access points, even if operations occur off-site. Setup of a tent or staging area is prohibited by Code Compliance.

The final discussion item is the potential expansion of hotel food and beverage service. In 2024, the Commission passed a Resolution that allowed limited food and beverage service, including alcohol, for hotel patrons on the beach. This Resolution applied only to hotels with more than 100 rooms and was intended to serve as a pilot program. Town Staff received no complaints about this operation, which is executed on private property. Considerations include continuing this program, which has currently expired, as well as whether or not smaller hotels should also be eligible and whether to apply the Resolution to other businesses within the Town.

Staff requests direction on four items:

- Allowing limited on-beach services by established Town businesses
- Permitting low-speed motorized watercraft under defined standards
- Regulating mobile or roving businesses using beach access points
- Reinstating or expanding the hotel beach food service program

Development Services Director Campbell addressed the first item, clarifying that traditional brick-and-mortar businesses would be required to secure conditional use permits to operate on the beach. This would involve the setup of a tent or kiosk.

Vice Mayor Strauss recalled that this has been discussed by previous Commissions, including the possibility of staging areas with tables, chairs, or umbrellas. The current system allows businesses to bring pre-ordered equipment to the beach each morning and remove it at the end of the day. He noted that this ensures the beach is clean at night and expressed concern that allowing several vendors to populate the beach would compromise the ocean view.

Vice Mayor Strauss continued that other vendors walk up and down the beach offering items for sale, which can be an annoyance to beachgoers. He was opposed to both of these possibilities, although he did not object to local businesses promoting services from their stores and bringing equipment to the beach for their customers.

Mayor Malkoon emphasized the importance of local hotels and businesses to the Town's economy. He shared the Vice Mayor's concerns that beach services should be limited, pointing out that the proliferation of vendors on limited beach space could compromise the Town's relaxing atmosphere. He suggested that a program of this nature allow only a limited number of licenses. Operational standards would need to be made very clear.

Commissioner Pouloupoulos agreed with the Mayor and Vice Mayor and requested clarification that beach services would be limited to businesses with preexisting brick-and-mortar locations within the Town. Development Services Director Campbell confirmed this. Commissioner Pouloupoulos suggested that this activity be limited in scope to the types of businesses that can set up on the beach, such as water sport- or entertainment-related businesses, such as a SCUBA-based business.

Commissioner Pouloupoulos further clarified that he would not be in favor of these businesses setting up large tents on the beach or leaving their tents or other items overnight. The businesses would be subject to regulation of tent size, business hours, safety considerations, and more.

Development Services Director Campbell explained that roving businesses have the advantage of offering bookings through their websites and taking customers out into the water. Brick-and-mortar businesses are not permitted to operate in the same manner.

Commissioner Pouloupoulos observed that his proposal would reward existing businesses with BTRs in the Town by allowing them to compete equitably with roving businesses that lack BTRs. He emphasized enforcement and regulations to govern this activity.

Vice Mayor Strauss stated that his concern was to prevent kiosks on the beach. He was in favor of allowing existing physical Town businesses to stage and meet customers on the beach.

Commissioner Graziano advised that he was in favor of extending this option to brick-and-mortar businesses, as it establishes controlled conditions for these local businesses. Development Services Director Campbell clarified that all watercraft and equipment rental stores have conditional use permits, and the proposed program would be tied to those permits.

Commissioner Pouloupoulos added that the Town will need to ensure any potential loopholes in the proposed program are closed. Development Services Director Campbell explained that the conditional use permits under which existing Town businesses operate are tied to stores located in the B-1 zoning district, which have secured conditional use approval. This would exclude hotels or other types of businesses.

Development Services Director Campbell clarified that the Commission's response would allow existing brick-and-mortar businesses with conditional use permits to establish tents on the beach within specific parameters. She would bring back more information at a later date.

Town Manager Rubach suggested allowing businesses to have customers reserve equipment online rather than requiring them to first visit a physical store location. He pointed out that this is a loophole that has been exploited by non-physical businesses that are not located in Town. Commissioner Pouloupoulos agreed that this would save time for both businesses and customers.

The discussion moved on to low-speed motorized watercraft, which are not permitted on the Town's beach by the current Code. Development Services Director Campbell advised that since the last time this portion of Code was modified in 2014, the available types of motorized watercraft have changed. She requested Commission direction on speed, designated launch areas, or any other prospective changes.

Development Services Director Campbell advised that a waiver provision requires the establishment of an operational lane for the use of motorized watercraft and recommended that this be maintained in order to prevent interaction between motorized devices and swimmers. She further clarified, however, that the waiver provision does not contemplate the use of compact underwater motorized devices associated with SCUBA diving, and the requirement of a lane would prohibit their use.

Vice Mayor Strauss observed that it was unlikely this type of device would interfere with swimmers, as they will be deeper underwater. Development Services Director Campbell explained that there would be no issue with the use of very low-speed underwater devices, but a faster-moving device could potentially create problems. She also acknowledged that enforcement could be an issue for these devices, recommending that the Town consider limiting the use of these items to a specific maximum speed.

Vice Mayor Strauss continued that there are other items to be considered, including motorized surfboards, and asked how these would be addressed. Development Services Director Campbell replied that Staff would have to examine this and other options depending upon Commission direction. Town Manager Rubach added that another possibility could be to require vendors to submit an inventory of the items they plan to make available for rental.

Vice Mayor Strauss noted that private users may also wish to use motorized devices on the beach. Development Services Director Campbell clarified that she had listed this issue with the rental of motorized devices in mind so they could be tied to a specific business, which would make enforcement easier.

Commissioner Pouloupoulos addressed the establishment of lanes, pointing out that motorized low-speed watercraft are typically not dangerous to swimmers. Development Services Director Campbell explained that the current waiver is written with the intent of establishing lanes and would need to be changed to address these watercraft. Commissioner Pouloupoulos was in favor of this change.

Commissioner DeNapoli was also in favor of distinguishing between low-speed SCUBA devices and surface devices that can reach higher speeds. He recommended caution in crafting updated waiver language to prevent the use of other motorized watercraft at lower speeds.

Town Attorney Susan Trevarthen suggested that low-speed motorized devices be prohibited from activation until the user is a certain distance from shore, which could further separate this use from beachgoers in the shallows.

The Commission next addressed roving or mobile businesses that do not exchange money in the Town, but set up, operate on the beach, and then leave. Development Services Director Campbell requested Commission direction on how these businesses be regulated, even if bookings occur outside Town or online. She pointed out that there can be a distinction between roving businesses and brick-and-mortar Town businesses.

Commissioner DeNapoli recalled that this had been addressed during Public Comments. Development Services Director Campbell clarified that the comment had referred to an art experience which would be located under a tent. Similar services include beach picnics, and not all business models use a tent.

Vice Mayor Strauss observed that there are also roving businesses that provide experiences such as snorkeling tours off the beach, clarifying that he did not wish to prevent these activities. He requested clarification on what type of permit would be required of these businesses. Development Services Director Campbell advised that these operators would need a business tax receipt (BTR) and would be required to provide the Town with a license and proof of insurance.

Vice Mayor Strauss expressed concern that beach picnics, for example, could be perceived as taking business away from Town restaurants; however, at the same time, it offers the benefit of bringing people to the Town. He concluded that he would like more time to consider this issue in greater depth before taking action on it.

Town Manager Rubach offered the example of a non-Town-based business that cannot obtain a BTR because they do not have a brick-and-mortar facility in Town; however, they are willing to pay for the privilege of serving the Lauderdale-By-The-Sea beach. He suggested that these types of businesses could be licensed. Vice Mayor Strauss recommended keeping this process simple and reasonably priced in order to encourage roving businesses to follow this process. Code Compliance could enforce the process if the operator is required to have a permit.

Development Services Director Campbell asked if a list of permitted beach uses should be established, similar to the clarification of permitted uses in business districts. Town Manager Rubach added that the list could specify relatively common beach uses. Vice

Mayor Strauss stated that he would like to see a sample application and further discuss pricing as well.

Vice Mayor Strauss continued that the Town benefits from this exposure to visitors, and pointed out that operators and visitors also pay for parking while they are here. He again emphasized the need for simplicity in this process. Town Manager Rubach noted that requiring a licensing or permitting fee would offer parity with Town businesses, which have BTRs.

Mayor Malkoon recommended caution with any incremental changes, which may seem reasonable on an individual basis but could collectively alter the character of the Town's beaches. Town Manager Rubach advised that more information, including a list of prospective permitted uses, could be brought back for further discussion before Staff prepares a Resolution.

Commissioner Graziano was also in favor of further consideration of this topic and suggested that vendors who might be affected attend the Commission's upcoming Code workshop and provide comments. This would allow the Commission and Staff to make more informed decisions.

Town Attorney Trevarthen advised that at present, there are lists of permitted uses within specific zoning districts, as well as a provision for determining similar uses. She emphasized that the Commission retains control over approving each similar use. It will be necessary to clarify whether the Commission or Staff makes a decision on beach uses.

Development Services Director Campbell addressed the final issue, noting that in 2024, the Commission passed a Resolution that allows for hotels with more than 100 rooms to provide food and beverage service on the beach. At present, this affects only one hotel within the Town. This pilot program has since expired. Staff did not observe any issues with trash or other problems related to this service. At present, beach service occurs on private property. She requested Commission direction on whether to reinstate and/or expand this service.

Development Services Director Campbell continued that one other Town hotel has secured a conditional use permit under old Code for beach food and beverage service. There have been no issues with that business.

Commissioner Pouloupoulos expressed concern that while allowing this service helps the hotels, it can take business away from restaurants Downtown. He requested more time to consider this item.

Vice Mayor Strauss advised that he did not see an issue with the limited expansion of the program with some monitoring. He recalled previously existing businesses that offered similar services and noted that the program continues to be successful with two participating hotels. He recommended allowing other hotels to offer similar service if they wish.

Development Services Director Campbell further clarified that the Resolution, which allowed hotels to provide this service, required a trash management plan, as well as a requirement for requisite food and beverage licenses. Service would only occur on private property, not on the public beach.

Development Services Director Campbell also noted that regular beach patrons are not currently permitted to walk up to the provider hotel and purchase food and beverages. The service is limited to hotel guests only; others purchasing food would have to enter the hotel restaurant. It was clarified that this would continue.

Commissioner DeNapoli requested clarification of whether hotels are currently operating under the 2024 Resolution, although it has expired. Development Services Director Campbell replied that the only hotel that fits within the Resolution's parameters is continuing this service. Commissioner DeNapoli noted that this would mean the Commission must vote to extend the Resolution for this hotel; extension is not necessary for the hotel with the conditional use permit, as it is grandfathered.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to extend the Resolution and existing pilot program for another year for the Plunge hotel, specifically under the current terminology, retroactive from the time of expiration and until one year from today.

Development Services Director Campbell added that Staff will bring back prospective changes to the program for Commission consideration of potential expansion.

Motion carried 5-0.

The Commission took a brief recess until 9:05 p.m.

14.COMMISSIONER PRESENTATIONS

None.

15.COMMISSIONER COMMENTS

Commissioner Graziano reported that there has been no progress in discussions with Florida Power and Light (FPL) regarding the inclusion of Town neighborhoods in the utility's Storm Secure Underground Program (SSUP). FPL continues to indicate these neighborhoods would be included in the program a number of years into the future. He noted that these neighborhoods experience the same vulnerabilities as other local areas, which have already been approved for the program.

Commissioner Graziano encouraged residents and businesses to attend the upcoming Code Compliance workshop, which will be held on Wednesday, June 3, 2026.

Commissioner Graziano also addressed the lighting of the Town's mural, stating that he has reached out to a philanthropic organization to request that they consider funding the proposed lighting. He emphasized the mural's importance in welcoming visitors to the Town's beach and commercial area.

Commissioner DeNapoli addressed the budget process, emphasizing the importance of protecting taxpayers and ensuring that decisions are subject to fact-based analysis and transparent public discussion.

Commissioner DeNapoli also encouraged attendance at the Town's Dive Into Summer event, which will be held on Friday and Saturday, May 29-30, 2026, in El Prado Park. He noted that 100% of event proceeds will go toward Scuba4Good, which is a nonprofit entity that provides SCUBA opportunities to individuals with disabilities.

Commissioner Pouloupoulos briefly reflected on the activities discussed at tonight's meeting, including the P3 financing presentation. He noted that the Town's AAA rating is the highest possible rating, which demonstrates the fiscal responsibility exhibited by this and previous Commissions.

Commissioner Pouloupoulos continued that while there is a need for a new public safety complex, the price is steep. He emphasized that his continued focus on public safety

will consider service as well as facilities and reassured residents that no decisions have been made thus far.

Commissioner Pouloupoulos added that BSO has informed the Town that they will save approximately \$500,000 in FY 2026-2027 and thanked BSO for the service they provide. He noted that an off-duty BSO Officer recently saved a child from drowning at a local pool.

Commissioner Pouloupoulos also advised that the results of the Town's audit show proper fiscal management and commended Town Staff for their work in keeping Town expenses low. He asserted that he will continue to support the Town's current building height restrictions and is running for reelection because he loves contributing to the Town.

Vice Mayor Strauss congratulated Events and Marketing Manager Anderson and Town Staff on the success of the recent IPW event. He advised that there is a good deal of seaweed washing up onto the Town's shores and confirmed that Staff is collecting this debris and keeping the beaches clean.

Vice Mayor Strauss also encouraged attendance at Dive Into Summer and thanked Town Staff for their work on this upcoming event, emphasizing that it benefits a good cause.

Vice Mayor Strauss continued that the Hillsboro Inlet is seeing more sand due to the same weather patterns responsible for the seaweed. He cautioned boaters using this inlet to be aware of conditions. The Hillsboro Inlet district regularly posts depth charts on its website.

Vice Mayor Strauss concluded that June 1 is the beginning of hurricane season and strongly encouraged residents to take inventory of their property and observe hurricane preparedness. Roughly 13 to 14 hurricanes are predicted to make landfall this year.

Mayor Malkoon addressed the recent near-drowning incident at a pool in Town, recognizing Firefighter/Paramedic Espinoza for his quick and lifesaving actions. A Proclamation recognizing his actions is forthcoming.

Mayor Malkoon again thanked Staff for their work on the successful IPW event, as well as the individuals who served as ambassadors for the Town. He emphasized the importance of Town events during the off-season.

Mayor Malkoon continued that he has recently met with several Town residents and plans to schedule similar “Meet the Mayor” events with Town condominiums in order to continue open communications.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

a. ORDINANCE NO. 2026-04: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN’S CHARTER TO EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES, ESTABLISH TWO FOUR YEAR MAYOR-COMMISSIONER TERMS, ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER, ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE, ESTABLISH CURRENT COMMISSION DISTRICT BOUNDARIES, REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF OFFICES OF COMMISSIONER AND MAYOR-COMMISSIONER, INCORPORATE STATE LAW GOVERNING ELECTIONS, PUBLIC NOTICES, AND AUDITS, AND CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND UPDATE PROVISIONS TO CLEAN UP CHARTER LANGUAGE; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

Commissioner DeNapoli stated that he would like to match the ballot language of each Charter amendment question with the concomitant language above it as follows:

- Extend and clarify Charter time frames for certification of citizen petitions: Section 4.4
- Establish two four-year Mayor-Commissioner terms: change begins at line 155
- Allow Mayor-Commissioner to run for Commissioner at the conclusion of their service as Mayor: Section 6.3.2
- Allow appointments for Commission vacancies without a two-year break in service: included in the provision related to vacancies: lines 224 and 228, Sections 6.3.2 and 6.3.3
- Establish current Commission district boundaries: lines 208-215
- Revise and clarify standards for forfeiture of office: Sections 6.6 and 6.7, lines 281 and 308
- Incorporate state law governing elections, public notices, and audits: lines 147 and 276, Section 5.5
- Correct errors resulting in inconsistencies as related to deletions and insertions: line 312

Town Attorney Trevarthen addressed appointments to fill vacancies, explaining that both Sections 6.3.2 and 6.3.3 prohibit an individual from being appointed to fill a vacancy if they have served during the two preceding terms as Commissioner or three preceding terms as Mayor. The effect of removing this language from lines 224 and 228 is to make it possible for an individual who has previously served in either role to be appointed. She clarified that the question of whether to implement four-year Mayoral terms is a separate question.

Town Attorney Trevarthen added that line 233 also includes the same language addressing appointments to fill vacancies. This language would be removed. Section 6.8 of the Charter is a separate provision that addresses how a vacancy would be filled, requiring that the individual to be appointed possess all qualifications necessary to be a member of the Town Commission. The qualifications will be reiterated to ensure that there is no misunderstanding or perceived conflict.

Town Attorney Trevarthen read the exact change into the record as Section 6.8, Subsection 1, second sentence: The person or persons so appointed must possess all

of the required qualifications to be a member of the Town Commission. The change would insert the following language at the end of that sentence: "...except that the Town Commission may appoint a qualified person to fill a vacancy in the office of Mayor-Commissioner or Commissioner even if that person would otherwise be required by the Town Charter to take a two-year break in service."

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to adopt with the change to Section 6.8 as read above. Motion carried 3-2 (Vice Mayor Strauss and Commissioner Graziano dissenting).

Town Attorney Trevarthen advised that the Ordinance would be finalized for signature and forwarded to the Broward County Supervisor of Elections by June 8, 2026.

18.RESOLUTIONS – PUBLIC COMMENTS

None.

19.QUASI JUDICIAL PUBLIC HEARINGS

None.

20.ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:20 p.m.

Mayor Edmund Malkoon

ATTEST:

Melissa Vasami, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title:

RESOLUTION 2026-18: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Explanation:

The agreement with Bien-Aime, Inc. for Community Center Program Management, was established in 2023 for an initial three-year term and includes two one-year renewal options upon mutual agreement of the parties. The initial term expires in August 2026, making the first renewal option available for Fiscal Year 2026-2027.

Bien-Aime, Inc. continues to provide exceptional management of the Community Center through a diverse array of educational, recreational, wellness, and social programs, including guest speakers, performances, and interactive events. Since the contract was approved in 2023, the Community Center has expanded its programming offerings and participation has increased each year. The Center serves as an important gathering place for residents and seasonal visitors, fostering social connections, lifelong learning, and community engagement.

Pursuant to the renewal provisions of the agreement, Bien-Aime has proposed a five percent (5%) increase in Senior Center Programming fees for the renewal term. The proposed annual contract amount for Fiscal Year 2026-2027 is \$106,598.19, as outlined below:

	Current Fees	Proposed FY27
Senior Center Programming	\$95,548.09	\$100,325.49

Evening at Jarvis Hall	\$5,974.00	\$6,272.70
TOTAL	\$101,522.09	\$106,598.19

The original agreement did not provide the pricing for renewal terms. Therefore, it is recommended that the Town Commission approve and authorize a first amendment to the agreement, which amends the agreement to provide that compensation for the first one-year renewal period shall be in an amount not to exceed \$106,598.19.

Recommendation: Approve Resolution 2026-18, approving a first amendment to the agreement with Bien-Aime, Inc. for Senior Community Center Program Development and Delivery Services in the amount of \$106,598.19, and authorizing the Town Manager to execute the renewal agreement.

Exhibits:

1. Resolution - Approving First Amendment With Bien-Aime, Inc. for Senior Community Center Program Development and Delivery Services
2. Exhibit A-First Amendment to Bien-Aime PSA
3. Resolution 2023-38 Community Center Contract with Bien-Aime
4. LBTS Community Center New Programs

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, APPROVING A FIRST AMENDMENT TO
THE AGREEMENT WITH BIEN-AIME, INC. FOR
SENIOR COMMUNITY CENTER PROGRAM
DEVELOPMENT AND DELIVERY SERVICES;
AUTHORIZING THE TOWN MANAGER TO
EXECUTE THE FIRST AMENDMENT; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, on July 11, 2023, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") approved an agreement (the "Agreement") with Bien-Aime, Inc. (the "Contractor") for Senior Community Center Program development and delivery services (the "Services"); and

WHEREAS, the Agreement provides for an initial three-year term, which is set to expire in August 2026, and the option of two (2) one-year renewals; and

WHEREAS, the Agreement does not specify compensation for the renewal periods; and

WHEREAS, the Town wishes to continue utilizing the services of the Contractor by exercising the first optional one-year renewal for Fiscal Year 2026-2027; and

WHEREAS, the Contractor has proposed compensation for the first renewal period in the amount of \$106,598.19, representing a five percent (5%) increase from the current fees; and

WHEREAS, Town Staff has recommended that the Town Commission approve and authorize a First Amendment to the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A" (the "First Amendment"), to provide that compensation for the first one-year renewal period shall be in an amount not to exceed \$106,598.19; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town to approve and authorize the First Amendment to the Agreement with the Contractor.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Approval of the First Amendment. The Town Commission hereby approves the First Amendment to the Agreement with the Contractor for the Services.

Section 3. Authorization to Execute the First Amendment. The Town Commission hereby approves and authorizes the First Amendment to the Agreement with the Contractor, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**
Town of Lauderdale-By-The-Sea

This First Amendment (the "First Amendment") to the Professional Services Agreement for Senior Community Center Program Development and Delivery Services is entered into as of the ____ day of _____, 2026 (the "Effective Date of First Amendment"), by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation (the "Town"), and **BIEN-AIME, INC.**, a Florida profit corporation (the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WITNESSETH:

WHEREAS, on July 11, 2023, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") approved a Professional Services Agreement (the "Agreement") with Bien-Aime, Inc. (the "Contractor") for Senior Community Center Program development and delivery services (the "Services"); and

WHEREAS, the Agreement provides for an initial three-year term, which is set to expire in August 2026, and includes the option of two (2) one-year renewals; and

WHEREAS, the Agreement does not specify compensation for the renewal periods; and

WHEREAS, the Town wishes to continue utilizing the services of the Contractor by exercising the first optional one-year renewal period; and

WHEREAS, the Contractor has proposed compensation for the first renewal period (August 2026 – August 2027) in the amount of \$106,598.19, representing a five percent (5%) increase from the current annual fees; and

WHEREAS, on June 23, 2026, the Town Commission approved and authorized this First Amendment, which amends the Agreement to provide that compensation for the first one-year renewal period shall be in an amount not to exceed \$106,598.19; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Town and Contractor agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Section 4 (Compensation) of the Agreement.** Section 4 of the Agreement is hereby amended to add the following compensation for the first renewal period: For the first one-year renewal period, Contractor shall receive compensation in a total amount not to exceed \$106,598.19, as follows:

Renewal Year 4 (August 2026 – August 2027):

- Senior Center Programming: \$100,325.49
- Evening at Jarvis Hall: \$6,272.70
- Total Annual Compensation: \$106,598.19

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.
4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
5. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.
6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year as first stated above.

TOWN OF LAUDERDALE-BY-THE-SEA BIEN-AIME, INC.

By: _____
Ken Rubach, Town Manager

By: _____

Name: _____

Title: _____

Attest: _____
Melissa Vasami, Town Clerk

Approved as to Form and Legal Sufficiency:

Susan L. Trevarthen, Town Attorney

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RESOLUTION 2023-38

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in June 2020, the Town issued Request for Proposals No. 20-06-01 (the “RFP”) for Program Development and Delivery (the “Services”) for the Senior Community Center and Evening General Interest Programs; and

WHEREAS, on August 11, 2020, the Town Commission adopted Resolution No. 2020-31 approving the award of the RFP to Bien-Aime, Inc. (“Bien-Aime”) and authorizing an agreement with Bien-Aime in the amount of \$258,046.02 over a three-year term; and

WHEREAS, the Town’s agreement with Bien-Aime is expiring on August 17, 2023; and

WHEREAS, the Town desires to ensure the continuation of the Services for the Senior Community Center, as detailed in the RFP (the “Senior Community Center Services”); and

WHEREAS, Bien-Aime submitted a proposal, attached hereto as Exhibit “B,” to provide the Senior Community Center Services in the amount of \$291,133.18 over a three-year term; and

WHEREAS, the Town Commission desires to approve an agreement with Bien-Aime for the Senior Community Center Services, attached as Exhibit “A” (the “Agreement”), in a total amount not to exceed \$291,133.18 over a three-year term, together with the option to renew for two one-year terms; and

WHEREAS, pursuant to Section IV(L) of the Town’s purchasing manual, the Town Commission deems it to be in the best interests of the Town to waive the Town’s purchasing manual for the Senior Community Center Services, and approve the Agreement with Bien-Aime.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

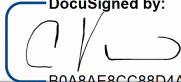
Section 2. Approval. Pursuant to Section IV(L) of the Town’s purchasing manual, the Town Commission hereby approves the Agreement with Bien-Aime, attached as Exhibit “A,” for the Senior Community Center Services.

Section 4. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to execute the Agreement with Bien-Aime for the Senior Community Center Services, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. Implementation. The appropriate Town officials are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of July, 2023.

DocuSigned by:

B0A8AE8CC88D4A1...
Mayor Chris Vincent

Attest:

DCE1FD743A4A498...
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

7651C1375CC5435...
Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), made and entered into this ____ day of ____ 2023, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and Bien-Aime, Inc. (the “Contractor”).

WITNESSETH:

WHEREAS, in June 2020, the Town issued Request for Proposals No. 20-06-01 for Program Development and Delivery for Senior Community Center and Evening General Interest Programs (the “RFP”); and

WHEREAS, on August 11, 2020, the Town Commission adopted Resolution No. 2020-31 approving the award of the RFP to the Contractor and authorizing an agreement with the Contractor for a three-year term; and

WHEREAS, on July 11, 2023, the Town Commission adopted Resolution No. 2023-38 approving and authorizing a contract with the Contractor for the provision of program development and delivery for the Senior Community Center (“Services”); and

WHEREAS, the Town desires to contract with the Contractor for the Services, and the Contractor desires to contract with the Town to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Services.** Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:
 - 1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit A** and the Contractor’s Proposal, attached hereto and incorporated herein as **Exhibit B**.
 - 1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor’s Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit A**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

- 2. **Term.** This Agreement is for three (3) years with the option of two (2) one-year renewals from the date of execution by the parties.
- 3. **Compliance with Applicable Law.** All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.
- 4. **Compensation.** Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit B**, in a total amount not to exceed \$291,133.18. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.
- 5. **Books and Records.** Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town’s sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination.
- 7.1

Termination for convenience. The Town may terminate this Agreement for convenience by giving Contractor 30 calendar days’ written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Contractor invoice the Town for Services not yet provided.
- 7.2

Termination for cause. This Agreement may be terminated by either party upon 7 calendar days’ written notice to the other should such other party fail substantially to perform in accordance with this Agreement’s material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, Contractor shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 7.1 shall apply.

8.

9. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:

Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With a copy to:

Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

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For The Contractor: Armilio Bien-Aime
Bien-Aime, Inc.
2851-2 E. Aragon Blvd.
Sunrise, FL 33313

10. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

11. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town and the Town Volunteer Fire Department are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

12. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required. Contractor represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

15. Chapter 119 (Public Records). The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

(b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

(f) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

16. Scrutinized Companies

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy

Town of Lauderdale-By-The-Sea

PROFESSIONAL SERVICES AGREEMENT

Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

18. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

19. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

20. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance.

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CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[Signature Page Follows]

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:	CONTRACTOR:
TOWN OF LAUDERDALE-BY-THE-SEA	
By: _____ Linda Connors, Town Manager	By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

Exhibit “A”

[RFP No. 20-06-01]

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT
Exhibit “B”
[Contractor’s Proposal]

Bien-Aime Inc. 2024-2026

Senior Center Programming	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 82,538.02	\$ 86,664.92	\$ 90,998.17	\$ 95,548.08
		5%	5%	5%
Jarvis Hall Evening Program	Current Fees	Proposed FY24	Proposed FY25	Proposed FY26
	\$ 5,974.00 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)	\$ 5,974 (10 months)

Lauderdale-By-The-Sea Community Center

New Programs Since 2023

Community Impact

Promoting healthy aging, reducing isolation, expanding lifelong learning, and strengthening community connections for residents and seasonal visitors.

Here is the list of new programs since 2023, in addition to ongoing popular classes.

Education & Life Enrichment

- Estate Planning • Market Watch • Retirement Planning
- Memory & Brain Health • Constitution Education
- Managing Adversity • Real Estate Updates
- Truist Mortgage Seminar • Edward Jones: Outsmart Scammers

Social & Recreation

- Sunrise & Seashells Meet-Up • Jazz & Swing
- AI Dance Party • Magic Man • BSO Senior Seminar

Evening at Jarvis Hall Highlights

- Mari Bell Quintet • Sea Shorts • Dancing with DiDi Halloween Bash
- Virtuoso Guitar & Dancing • Real Food Real Life Italian Style
- An Evening with Mark Twain • Celebrating Edible Flowers

Health & Wellness

- Chair Volleyball • Chair Yoga • Tai Chi • Blood Pressure Screenings
- Joint Pain & Range of Motion • Healthy Aging • Insomnia Education
- Digestion & Wellness • Acupuncture Education



Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2026-19: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the February 13, 2024 Town Commission meeting (**Exhibit 1**), Joe Imbrogno, General Manager of Plunge Beach Resort, requested approval to serve food and beverages from the hotel's restaurant to patrons utilizing the resort's beach chairs. Plunge Beach Resort contains more than 100 guest rooms and is authorized to operate an on-site restaurant providing food and beverage service to its patrons. The hotel requested authorization to provide food and beverage service, including alcohol, to patrons utilizing the hotel's beach chairs during restaurant operating hours between 12:00 p.m. and 3:00 p.m., seven days per week. Service would be limited to hotel patrons utilizing the hotel's designated beach chair area, and patrons would be identified through the use of wristbands.

Following discussion, the Town Commission adopted Resolution 2024-44 (**Exhibit 2**), establishing a temporary pilot program authorizing limited food and beverage service, including alcohol, at qualifying beachfront hotel properties subject to specific operational conditions and limitations. The pilot program was initially approved for a one-year evaluation period.

At the May 26, 2026 Town Commission meeting (**Exhibit 3**), the Town Commission voted to retroactively extend the pilot program authorization established under Resolution 2024-44 from October 8, 2025 through June 23, 2026, in order to avoid any lapse in authorization while the program continues to be evaluated. The Town Commission also voted to extend the pilot program for an additional one-year period commencing May 26, 2026.

Resolution 2026-19 reestablishes the following operational requirements and conditions for participation in the pilot program:

- The sale of food and beverage, including alcohol, to beachgoers renting a property's beach chairs shall be limited to those hotels within the Town of Lauderdale-By-The-Sea with

restaurants authorized through Section 30-241(a)(7)(a) of the Town's Code of Ordinances.

- Food and beverage service shall only be provided to beachgoers renting a hotel's beach chairs between the hours of 12:00 p.m. and 3:00 p.m., seven days per week, and only while the hotel's restaurant is open for business.
- Beachgoers shall not be permitted to walk up from the beach to purchase food and/or beverages, including alcohol, for off-premises consumption.
- The property owner shall provide insurance for the designated beach service area in accordance with Section 17-9(3) of the Town's Code of Ordinances.
- The property owner shall obtain and maintain all required alcohol licenses for the designated service area consistent with state requirements.
- A sketch of the proposed service area, including the total number of beach chairs and total square footage of the service area, must be submitted to and approved by the Town. Any modifications to the service area shall require Town approval.
- A trash management plan must be submitted to the Town for review and approval upon implementation of the services.
- All required safety measures must be implemented to protect sea turtles during nesting season from March through October of each year.
- The pilot program shall remain temporary in nature and subject to continued evaluation by the Town Commission to determine whether the authorization should continue, be modified, or be revoked in the future.

Recommendation: Staff recommends approval of Resolution 2026-19

Exhibits:

1. Exhibit 1- 02-13-24 Regular Commission Meeting Minutes
2. Exhibit 2- Resolution 2024-44 Alcohol Sales at Beachfront Properties
3. Exhibit 3 - Draft May 26, 2026 Minutes
4. Exhibit 4 -Fee Resolution 2026-19 Alcohol on the Beach- FINAL v3

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for January 9, 2024

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Special Event Application – Community Church Easter Sunrise Service, March 31, 2024

Commissioner Strauss made a motion, seconded by Vice Mayor Malkoon, to approve. Motion carried 5-0.

b. Special Event Application – Chamber of Commerce Health Fair, March 16, 2024

It was noted that this event requests a fee waiver. Town Manager Connors recalled that this fee was waived in 2023 and Staff recommends its waiver again in 2024.

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

c. Discussion on Permitting Hotels with Restaurants to Serve Food and Alcohol on the Beach

At this time Mayor Vincent opened public comment.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
February 13, 2024

Joe Imbrogno, general manager of Plunge Beach Resort, stated that this business is seeking approval to serve food and beverages from their restaurant to patrons using the Resort's beach chairs. The Resort has over 100 rooms and is authorized to provide food and beverage service in their lobby restaurant and behind the pool deck. Service would be provided during restaurant hours when beach chairs are rented from 12 noon to 3 p.m.

Mr. Imbrogno noted that Fort Lauderdale has tested a pilot program for this type of service for two years. Those licensed businesses provide food and beverages, including alcohol, to beach patrons. He pointed out that unlike these businesses, which must cross A1A to provide service, Plunge is directly adjacent to the beach. Other municipalities allowing food and beverage service on the beach include Hallandale Beach, Hollywood, and Deerfield Beach. Plunge would exclusively cater to patrons renting its beach chairs and would be responsible for appropriate consumption, use of recyclable items, and daily cleanup.

Mr. Imbrogno recalled that some Commissioners had expressed interest in expanding food and beverage service to include restaurants on the beach which are not attached to hotels. The only two such businesses are Aruba Beach Café and Anglin's Beach Café, which already serve food and beverage on the beach as permitted by their property lines.

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Mayor Vincent asked if food and beverage service would be considered an off-premise service. It was clarified that this would instead be an extension of service to hotel patrons.

Development Services Director Campbell advised that one major difference between the proposed program and the pilot program in Fort Lauderdale would be that other beachgoers are not permitted to walk up and purchase food. Service would only be provided to hotel patrons using the hotel's beach chairs. The only other property that would be able to take advantage of the proposed program would be the former Holiday Inn site, which is currently a vacant lot.

Service would be provided from 12 p.m. to 3 p.m., seven days per week. Resort patrons would be identified by wristbands.

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Commissioner Strauss expressed concern with the possibility of litter on the beach, but noted that he had been assured by hotel management that this would not become an issue.

Commissioner Oldaker observed that there is little information in the backup materials for this Item which can be shared with the community. He also pointed out that the Town strives to be different from the other nearby municipalities which provide this type of service, and recommended an organized approach to the request. He was in favor of hearing more public input on the proposal.

Commissioner Pouloupoulos commented that the proprietor of Plunge had advised the resort would carry additional insurance, and asked if they will also need to carry any additional liability insurance to serve alcohol on a public beach. Mr. Imbrogno replied that there was no such need to the best of his knowledge, the resort's license covers this service. Their blanket liability coverage already extends to the beach, and the chairs are viewed as an extension of the business's outlets. He added that he will follow up and look into this further.

Commissioner Pouloupoulos also asked if the beach chairs are located on Plunge property. Development Services Director Campbell replied that they are on Town property. Town Attorney Susan Trevarthen further clarified that because the Town's beaches have been renourished over the years, this converts the beach to public property; however, the location of private property lines up and down the beach vary.

Development Services Director Campbell addressed the insurance question, explaining that when sidewalk cafés are permitted, restaurants are required to provide insurance and to add the Town to this insurance. She suggested that a similar step could be followed for beach service. Town Attorney Trevarthen noted that should the Commission choose to move forward with this program, additional implementation details will need to be worked through, including some of the components being discussed at tonight's meeting.

Commissioner Pouloupoulos stated that he shared some of Commissioner Oldaker's concerns that this pilot program could constitute a slippery slope for the Town. At present, Code states any hotel or facility wishing to implement beach service must have at least 100 rooms, which would not apply to most of the Town's hotels. He noted that if the pilot program is successful, there could be requests to change Code. While he did not object to a pilot program, he agreed that the Town should not seek to emulate larger

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Regular Town Commission Meeting
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beachfront communities. He also expressed concern that the program could affect Downtown restaurants.

Mayor Vincent reiterated that Plunge is currently the only hotel in the Town which would be able to provide food and beverage service on the beach under Code. Town Attorney Trevarthen further clarified that the relevant zoning district includes a provision that allows restaurants in hotels with over 100 rooms to provide the proposed service.

Mayor Vincent confirmed that he was in favor of the pilot program because he did not anticipate additional applications being received in the future. The Town would be able to monitor the program's success. He also noted that the Town does not stop beachgoers from bringing alcohol to the beach, and he was more comfortable with the oversight that the resort would provide.

Vice Mayor Malkoon was also comfortable with a pilot program if all details can be worked through. He was also in favor of keeping the Town's businesses, including hospitality providers, competitive with other hotels of comparable size that provide similar services.

Town Manager Connors addressed Commissioner Oldaker's concerns regarding a lack of backup documentation, explaining that the Town is seeking additional backup information. This was why the proposal is for a pilot program so more information can be gathered. The program would include definite start and end dates, after which time it would be brought back to the Commission with backup information and details so the Commissioners can make an informed decision on whether or not to continue the program.

Commissioner Pouloupoulos asked what metrics would be used to measure the success of the pilot program, as well as when the program would begin. Town Manager Connors replied that she was in favor of beginning it immediately once all licensing is complete. Code Enforcement will visit the Plunge property on a periodic basis to see how the program is working. She was also confident that Town residents would let Staff and the Commission know if concerns arise.

Staff will work with the Plunge, as well as with Code Enforcement and Development Services Staff, to collect data on the program and monitor how the area in question is maintained. All of this information will be brought back to the Commission at the end of the pilot program.

RESOLUTION 2024-44

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) policy does not permit the sale of alcoholic beverages on the Town beach for Beachfront hotels, and Section 5-29, of the Town Code of Ordinances (the “Town Code”) prohibits beachgoers from bringing alcohol onto the beach; and

WHEREAS, on February 13, 2024, the General Manager of Plunge Beach Resort appeared before the Town Commission meeting requesting permission to provide food and beverage, including alcohol, to patrons utilizing the resort’s beach chairs; and

WHEREAS, the City of Fort Lauderdale successfully tested a pilot program allowing licensed businesses to provide food and beverage, including alcohol, to public beach patrons for the past two years; and

WHEREAS, the cities of Hallandale Beach, Deerfield Beach, and Hollywood currently permit the sale of food and beverage, including alcohol, to beach patrons; and

WHEREAS, at the February 13 meeting, the Town Commission voted 4-1 in favor of further pursuing policies for the sale of food and alcohol to beach patrons at beachfront hotels; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Adoption and Approval of the Policy. The Town Commission hereby approves and adopts the following policies regarding the sale of food and beverage, including alcohol, by beachfront hotels on Town beaches:

1. The sale of food and beverage, including alcohol, to beachgoers renting a property’s beach chairs will be limited to those hotels in the Town of Lauderdale-By-The-Sea with restaurants authorized through Section 30-241(a)(7) of the Town’s Code of Ordinances.
2. Food and beverage service will be provided to beachgoers renting a hotel’s beach chairs only between the hours of twelve noon (12:00pm) and three in the afternoon (3:00pm) seven days a week, and only when the hotel’s restaurant is open for business.
3. Beachgoers will not be permitted to walk up to the hotel properties from the beach and purchase food and/or beverage, including alcohol, for consumption off-premises.
4. The property owner shall provide insurance for the designated service area on the beach in accordance with Section 17-9(3) of the Town’s Code of Ordinances.
5. The required alcohol licenses will be provided by the property owner for the area of service consistent with state requirements.

- 54 6. A sketch of the service area shall be approved by the Town, which includes the
55 total number of beach chairs and the total square footage of beach area to be
56 utilized. Modifications to the service area must be approved by the Town.
- 57 7. A trash management plan must be submitted to the Town for review and
58 approval upon the implementation date of the services.
- 59 8. All required safety measures must be taken to protect sea turtles during nesting
60 season from March to October of each year.
- 61 9. This approval is temporary in nature and will be evaluated for success one (1)
62 year from the date of implementation. After the trial period ends, the Town
63 Commission will determine if permission to serve food and alcohol on the
64 beach will continue to be permitted or if permission will be revoked.

65 **Section 3. Implementation.** The Town Manager or designee is hereby
66 authorized to take such further action as may be necessary to implement the purpose and
67 provisions of this Resolution.

68 **Section 4. Conflict.** All resolutions or parts of resolutions in conflict herewith,
69 be and the same are hereby repealed to the extent of such conflict.

70 **Section 5. Severability.** The provisions of this Resolution are declared to be
71 severable and if any section, sentence, clause or phrase of this Resolution shall for any
72 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
73 of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall
74 remain in effect, it being the legislative intent that this Resolution shall stand
75 notwithstanding the invalidity of any part.

76 **Section 6. Effective Date.** This Resolution shall become effective upon
77 passage and adoption.

78 **PASSED AND ADOPTED** this 8th day of October, 2024.

79

80


MAYOR EDMUND MALKOON

81 **ATTEST:**

82

83


Katrina Adler, Town Clerk

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86

87 **Approved as to form:**

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89


Susan L. Trevarthen, Town Attorney

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes of the April 28, 2026, Regular Town Commission Meeting

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Discussion and Direction – Potential Expansion of Beach Uses

Development Services Director Jhanelle Campbell requested policy direction from the Commission regarding potential expansion and/or clarification of allowable beach-related activities within Lauderdale-By-The-Sea. This discussion stems from operational issues encountered by Staff and from requests by local businesses seeking greater flexibility for beach-based services.

At present, Town Code allows certain watercraft-related businesses in the B-1 zoning district through conditional use approval. These approvals, however, apply only to commercial properties and not to the beach itself. Chapter 5 of Town Code generally prohibits commercial activities, solicitation, and certain motorized watercraft operations on the beach unless specifically authorized by waiver.

Examples of beach services by existing Town businesses include SCUBA operators seeking temporary tents, staging areas, or service points on the beach. Considerations for discussion of this topic include the preservation of the character of the Town's beaches, potential commercialization over time, fairness and consistency among businesses, and visual, operational, and congestion-related impacts.

Another discussion topic is the allowance of low-speed motorized watercraft. Current Code permits passive non-motorized recreational uses, such as paddleboards and kayaks, but generally prohibits motorized watercraft on the beach. Some devices have been developed since the adoption of the current Code, which are hybrid motorized and non-motorized items. Considerations include swimmer and public safety, enforcement challenges, whether low-speed devices should be treated differently from traditional motorized watercraft, and potential operational standards such as speed limits, launch areas, and Commission-approved processes.

A third discussion item addresses mobile or roving businesses. Some businesses come to the Town and operate on the beach without a current business tax receipt; with no brick-and-mortar business, no money is exchanged with the Town. The Commission is asked whether the Town should regulate those businesses operating on the beach or using public beach access points, even if operations occur off-site. Setup of a tent or staging area is prohibited by Code Compliance.

The final discussion item is the potential expansion of hotel food and beverage service. In 2024, the Commission passed a Resolution that allowed limited food and beverage service, including alcohol, for hotel patrons on the beach. This Resolution applied only to hotels with more than 100 rooms and was intended to serve as a pilot program. Town Staff received no complaints about this operation, which is executed on private property. Considerations include continuing this program, which has currently expired, as well as whether or not smaller hotels should also be eligible and whether to apply the Resolution to other businesses within the Town.

Staff requests direction on four items:

- Allowing limited on-beach services by established Town businesses
- Permitting low-speed motorized watercraft under defined standards
- Regulating mobile or roving businesses using beach access points
- Reinstating or expanding the hotel beach food service program

Development Services Director Campbell addressed the first item, clarifying that traditional brick-and-mortar businesses would be required to secure conditional use permits to operate on the beach. This would involve the setup of a tent or kiosk.

Vice Mayor Strauss recalled that this has been discussed by previous Commissions, including the possibility of staging areas with tables, chairs, or umbrellas. The current system allows businesses to bring pre-ordered equipment to the beach each morning and remove it at the end of the day. He noted that this ensures the beach is clean at night and expressed concern that allowing several vendors to populate the beach would compromise the ocean view.

Vice Mayor Strauss continued that other vendors walk up and down the beach offering items for sale, which can be an annoyance to beachgoers. He was opposed to both of these possibilities, although he did not object to local businesses promoting services from their stores and bringing equipment to the beach for their customers.

Mayor Malkoon emphasized the importance of local hotels and businesses to the Town's economy. He shared the Vice Mayor's concerns that beach services should be limited, pointing out that the proliferation of vendors on limited beach space could compromise the Town's relaxing atmosphere. He suggested that a program of this nature allow only a limited number of licenses. Operational standards would need to be made very clear.

Commissioner Pouloupoulos agreed with the Mayor and Vice Mayor and requested clarification that beach services would be limited to businesses with preexisting brick-and-mortar locations within the Town. Development Services Director Campbell confirmed this. Commissioner Pouloupoulos suggested that this activity be limited in scope to the types of businesses that can set up on the beach, such as water sport- or entertainment-related businesses, such as a SCUBA-based business.

Commissioner Pouloupoulos further clarified that he would not be in favor of these businesses setting up large tents on the beach or leaving their tents or other items overnight. The businesses would be subject to regulation of tent size, business hours, safety considerations, and more.

Development Services Director Campbell explained that roving businesses have the advantage of offering bookings through their websites and taking customers out into the water. Brick-and-mortar businesses are not permitted to operate in the same manner.

Commissioner Pouloupoulos observed that his proposal would reward existing businesses with BTRs in the Town by allowing them to compete equitably with roving businesses that lack BTRs. He emphasized enforcement and regulations to govern this activity.

Vice Mayor Strauss stated that his concern was to prevent kiosks on the beach. He was in favor of allowing existing physical Town businesses to stage and meet customers on the beach.

Commissioner Graziano advised that he was in favor of extending this option to brick-and-mortar businesses, as it establishes controlled conditions for these local businesses. Development Services Director Campbell clarified that all watercraft and equipment rental stores have conditional use permits, and the proposed program would be tied to those permits.

Commissioner Pouloupoulos added that the Town will need to ensure any potential loopholes in the proposed program are closed. Development Services Director Campbell explained that the conditional use permits under which existing Town businesses operate are tied to stores located in the B-1 zoning district, which have secured conditional use approval. This would exclude hotels or other types of businesses.

Development Services Director Campbell clarified that the Commission's response would allow existing brick-and-mortar businesses with conditional use permits to establish tents on the beach within specific parameters. She would bring back more information at a later date.

Town Manager Rubach suggested allowing businesses to have customers reserve equipment online rather than requiring them to first visit a physical store location. He pointed out that this is a loophole that has been exploited by non-physical businesses that are not located in Town. Commissioner Pouloupoulos agreed that this would save time for both businesses and customers.

The discussion moved on to low-speed motorized watercraft, which are not permitted on the Town's beach by the current Code. Development Services Director Campbell advised that since the last time this portion of Code was modified in 2014, the available types of motorized watercraft have changed. She requested Commission direction on speed, designated launch areas, or any other prospective changes.

Development Services Director Campbell advised that a waiver provision requires the establishment of an operational lane for the use of motorized watercraft and recommended that this be maintained in order to prevent interaction between motorized devices and swimmers. She further clarified, however, that the waiver provision does not contemplate the use of compact underwater motorized devices associated with SCUBA diving, and the requirement of a lane would prohibit their use.

Vice Mayor Strauss observed that it was unlikely this type of device would interfere with swimmers, as they will be deeper underwater. Development Services Director Campbell explained that there would be no issue with the use of very low-speed underwater devices, but a faster-moving device could potentially create problems. She also acknowledged that enforcement could be an issue for these devices, recommending that the Town consider limiting the use of these items to a specific maximum speed.

Vice Mayor Strauss continued that there are other items to be considered, including motorized surfboards, and asked how these would be addressed. Development Services Director Campbell replied that Staff would have to examine this and other options depending upon Commission direction. Town Manager Rubach added that another possibility could be to require vendors to submit an inventory of the items they plan to make available for rental.

Vice Mayor Strauss noted that private users may also wish to use motorized devices on the beach. Development Services Director Campbell clarified that she had listed this issue with the rental of motorized devices in mind so they could be tied to a specific business, which would make enforcement easier.

Commissioner Pouloupoulos addressed the establishment of lanes, pointing out that motorized low-speed watercraft are typically not dangerous to swimmers. Development Services Director Campbell explained that the current waiver is written with the intent of establishing lanes and would need to be changed to address these watercraft. Commissioner Pouloupoulos was in favor of this change.

Commissioner DeNapoli was also in favor of distinguishing between low-speed SCUBA devices and surface devices that can reach higher speeds. He recommended caution in crafting updated waiver language to prevent the use of other motorized watercraft at lower speeds.

Town Attorney Susan Trevarthen suggested that low-speed motorized devices be prohibited from activation until the user is a certain distance from shore, which could further separate this use from beachgoers in the shallows.

The Commission next addressed roving or mobile businesses that do not exchange money in the Town, but set up, operate on the beach, and then leave. Development Services Director Campbell requested Commission direction on how these businesses be regulated, even if bookings occur outside Town or online. She pointed out that there can be a distinction between roving businesses and brick-and-mortar Town businesses.

Commissioner DeNapoli recalled that this had been addressed during Public Comments. Development Services Director Campbell clarified that the comment had referred to an art experience which would be located under a tent. Similar services include beach picnics, and not all business models use a tent.

Vice Mayor Strauss observed that there are also roving businesses that provide experiences such as snorkeling tours off the beach, clarifying that he did not wish to prevent these activities. He requested clarification on what type of permit would be required of these businesses. Development Services Director Campbell advised that these operators would need a business tax receipt (BTR) and would be required to provide the Town with a license and proof of insurance.

Vice Mayor Strauss expressed concern that beach picnics, for example, could be perceived as taking business away from Town restaurants; however, at the same time, it offers the benefit of bringing people to the Town. He concluded that he would like more time to consider this issue in greater depth before taking action on it.

Town Manager Rubach offered the example of a non-Town-based business that cannot obtain a BTR because they do not have a brick-and-mortar facility in Town; however, they are willing to pay for the privilege of serving the Lauderdale-By-The-Sea beach. He suggested that these types of businesses could be licensed. Vice Mayor Strauss recommended keeping this process simple and reasonably priced in order to encourage roving businesses to follow this process. Code Compliance could enforce the process if the operator is required to have a permit.

Development Services Director Campbell asked if a list of permitted beach uses should be established, similar to the clarification of permitted uses in business districts. Town Manager Rubach added that the list could specify relatively common beach uses. Vice

Mayor Strauss stated that he would like to see a sample application and further discuss pricing as well.

Vice Mayor Strauss continued that the Town benefits from this exposure to visitors, and pointed out that operators and visitors also pay for parking while they are here. He again emphasized the need for simplicity in this process. Town Manager Rubach noted that requiring a licensing or permitting fee would offer parity with Town businesses, which have BTRs.

Mayor Malkoon recommended caution with any incremental changes, which may seem reasonable on an individual basis but could collectively alter the character of the Town's beaches. Town Manager Rubach advised that more information, including a list of prospective permitted uses, could be brought back for further discussion before Staff prepares a Resolution.

Commissioner Graziano was also in favor of further consideration of this topic and suggested that vendors who might be affected attend the Commission's upcoming Code workshop and provide comments. This would allow the Commission and Staff to make more informed decisions.

Town Attorney Trevarthen advised that at present, there are lists of permitted uses within specific zoning districts, as well as a provision for determining similar uses. She emphasized that the Commission retains control over approving each similar use. It will be necessary to clarify whether the Commission or Staff makes a decision on beach uses.

Development Services Director Campbell addressed the final issue, noting that in 2024, the Commission passed a Resolution that allows for hotels with more than 100 rooms to provide food and beverage service on the beach. At present, this affects only one hotel within the Town. This pilot program has since expired. Staff did not observe any issues with trash or other problems related to this service. At present, beach service occurs on private property. She requested Commission direction on whether to reinstate and/or expand this service.

Development Services Director Campbell continued that one other Town hotel has secured a conditional use permit under old Code for beach food and beverage service. There have been no issues with that business.

Commissioner Pouloupoulos expressed concern that while allowing this service helps the hotels, it can take business away from restaurants Downtown. He requested more time to consider this item.

Vice Mayor Strauss advised that he did not see an issue with the limited expansion of the program with some monitoring. He recalled previously existing businesses that offered similar services and noted that the program continues to be successful with two participating hotels. He recommended allowing other hotels to offer similar service if they wish.

Development Services Director Campbell further clarified that the Resolution, which allowed hotels to provide this service, required a trash management plan, as well as a requirement for requisite food and beverage licenses. Service would only occur on private property, not on the public beach.

Development Services Director Campbell also noted that regular beach patrons are not currently permitted to walk up to the provider hotel and purchase food and beverages. The service is limited to hotel guests only; others purchasing food would have to enter the hotel restaurant. It was clarified that this would continue.

Commissioner DeNapoli requested clarification of whether hotels are currently operating under the 2024 Resolution, although it has expired. Development Services Director Campbell replied that the only hotel that fits within the Resolution's parameters is continuing this service. Commissioner DeNapoli noted that this would mean the Commission must vote to extend the Resolution for this hotel; extension is not necessary for the hotel with the conditional use permit, as it is grandfathered.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to extend the Resolution and existing pilot program for another year for the Plunge hotel, specifically under the current terminology, retroactive from the time of expiration and until one year from today.

Development Services Director Campbell added that Staff will bring back prospective changes to the program for Commission consideration of potential expansion.

Motion carried 5-0.

The Commission took a brief recess until 9:05 p.m.

Exhibit 4

RESOLUTION 2026-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND ADOPTING REGULATIONS FOR THE SALE OF ALCOHOL AT BEACHFRONT HOTEL PROPERTIES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) policy does not permit the sale of alcoholic beverages on the Town beach for Beachfront hotels, and Section 5-29, of the Town Code of Ordinances (the “Town Code”) prohibits beachgoers from bringing alcohol onto the beach; and

WHEREAS, on February 13, 2024, the General Manager of Plunge Beach Resort appeared before the Town Commission meeting requesting permission to provide food and beverage, including alcohol, to patrons utilizing the resort’s beach chairs; and

WHEREAS, the City of Fort Lauderdale successfully tested a pilot program allowing licensed businesses to provide food and beverage, including alcohol, to public beach patrons for the past two years; and

WHEREAS, the cities of Hallandale Beach, Deerfield Beach, and Hollywood currently permit the sale of food and beverage, including alcohol, to beach patrons; and

WHEREAS, at the February 13, 2024, meeting, the Town Commission voted 4-1 in favor of further pursuing policies for the sale of food and alcohol to beach patrons at beachfront hotels; and

WHEREAS, Resolution 2024-44 was adopted on October 8, 2024, establishing a temporary pilot program permitting limited food and beverage service, including alcohol, at certain beachfront hotel properties within the Town (the “Program”); and

Exhibit 4

31 **WHEREAS**, the Town Commission desires to retroactively extend the temporary
32 approval period established under Resolution 2024-44 from October 8, 2025, through June
33 23, 2026, in order to avoid any lapse in authorization while the pilot program continues to
34 be evaluated; and

35 **WHEREAS**, the Town Commission further desires to continue the pilot program
36 for an additional one-year period commencing on May 26, 2026, subject to the terms and
37 conditions contained within Resolution 2024-44; and

38 **WHEREAS**, the Town Commission finds that this Resolution is in the best interest
39 of the Town and its residents.

40 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN**
41 **COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA,**
42 **FLORIDA:**

43
44 **Section 1.** **Recitals.** Each “WHEREAS” clause set forth is true and correct
45 and herein incorporated by this reference.

46 **Section 2.** **Ratification.** The Town Commission hereby ratifies the Program
47 for the period from October 8, 2025, through June 23, 2026.

48 **Section 3.** **Adoption and Approval of the Policy.** The Town Commission
49 hereby approves and adopts the following policies regarding the sale of food and beverage,
50 including alcohol, by beachfront hotels on Town beaches:

- 51 1. The sale of food and beverage, including alcohol, to beachgoers renting a
52 property’s beach chairs will be limited to those hotels in the Town of
53 Lauderdale-By-The-Sea with restaurants authorized through Section 30-
54 241(a)(7)(a) of the Town’s Code of Ordinances.
- 55 2. Food and beverage service will be provided to beachgoers renting a hotel’s
56 beach chairs only between the hours of twelve noon (12:00pm) and three in the

Exhibit 4

afternoon (3:00pm) seven days a week, and only when the hotel's restaurant is open for business.

3. Beachgoers will not be permitted to walk up to the hotel properties from the beach and purchase food and/or beverage, including alcohol, for consumption off-premises.

4. The property owner shall provide insurance for the designated service area on the beach in accordance with Section 17-9(3) of the Town's Code of Ordinances.

5. The required alcohol licenses will be provided by the property owner for the area of service consistent with state requirements.

6. A sketch of the service area shall be approved by the Town, which includes the total number of beach chairs and the total square footage of beach area to be utilized. Modifications to the service area must be approved by the Town.

7. A trash management plan must be submitted to the Town for review and approval upon the implementation date of the services.

8. All required safety measures must be taken to protect sea turtles during nesting season from March to October of each year.

9. This approval is temporary in nature and will be evaluated for success one (1) year from the date of implementation. After the trial period ends, the Town Commission will determine if permission to serve food and alcohol on the beach will continue to be permitted or if permission will be revoked.

Section 4. Approval of the Extension. The Town Commission hereby approves the extension of the Program for an additional one (1) year period commencing May 26, 2026, and ending May 26, 2027.

Exhibit 4

81

82 **Section 5. Implementation.** The Town Manager or designee is hereby
83 authorized to take such further action as may be necessary to implement the purpose and
84 provisions of this Resolution.

85 **Section 6. Conflict.** All resolutions or parts of resolutions in conflict herewith,
86 be and the same are hereby repealed to the extent of such conflict.

87 **Section 7. Severability.** The provisions of this Resolution are declared to be
88 severable and if any section, sentence, clause or phrase of this Resolution shall for any
89 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
90 of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall
91 remain in effect, it being the legislative intent that this Resolution shall stand
92 notwithstanding the invalidity of any part.

93 **Section 8. Effective Date.** This Resolution shall become effective upon
94 passage and adoption.

95 **PASSED AND ADOPTED** this ___ day of June, 2026.

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97

MAYOR EDMUND MALKOON

98 **ATTEST:**

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101 _____
Melissa Vasami, Town Clerk

102

103

104 **Approved as to form:**

105

106

107 _____
Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: June 23, 2026

Submitted By: Chris Sutter, Captain, Broward Sheriff's Office

Submitting Department: Public Safety

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-20: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A LICENSE PLATE READER SYSTEM FROM FLOCK GROUP INC., IN AN AMOUNT NOT TO EXCEED \$47,250.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Explanation: BSO staff has completed its research regarding the replacement of the legacy License Plate Reader (LPR) system currently utilized by the Town and is prepared to move forward with a recommended replacement.

As you'll recall, in late 2012, the Town partnered with the Broward Sheriff's Office (BSO) to implement a License Plate Reader (LPR) system utilizing Law Enforcement Trust Fund (LETf) resources. The system, installed in 2014, consists of eleven cameras mounted on five poles strategically located at the Town's three ingress and egress points. The system has served the Town well for more than a decade by providing law enforcement with investigative tools to identify vehicles associated with criminal activity and to assist in public safety operations.

The existing system is now considered a legacy analog platform that has exceeded its typical useful life. While certain components have been replaced over time, the system lacks many of the technological advancements available in current-generation LPR platforms, including enhanced image quality, artificial intelligence-based search capabilities, improved interoperability, and modern user interfaces.

Recognizing the importance of maintaining effective public safety technology, BSO conducted an assessment of available LPR providers and evaluated several systems currently utilized throughout Broward County.

The assessment compared multiple providers based on performance, technology, integration capabilities, user functionality, reliability, and overall value. Following this review, BSO determined that Flock Safety best meets the operational needs of both the Town and law enforcement.

Key advantages of the Flock Safety platform include:

- Industry-leading LPR technology with a rapidly expanding statewide and national network.
- Full integration with the Broward Sheriff's Office Real Time Crime Center (RTCC), allowing enhanced monitoring and investigative capabilities.
- Advanced artificial intelligence search functionality that improves investigative efficiency and increases the likelihood of identifying vehicles of interest.
- Superior user interface and search capabilities compared to legacy systems.
- Enhanced camera performance, including improved nighttime image capture and vehicle identification.
- Real-time email and text alerts, as well as mobile application functionality for authorized users.
- Comprehensive maintenance and support, including replacement of malfunctioning equipment with current-generation devices.
- Flexible purchasing and leasing options that reduce long-term maintenance concerns and technology obsolescence.

Flock Safety currently operates in 63 of Florida's 67 counties and processes billions of license plate reads monthly. The platform is also utilized by numerous municipalities throughout Broward County, further enhancing regional interoperability and information sharing among law enforcement agencies.

The proposed system will continue to provide complete coverage of the Town's primary ingress and egress points while replacing aging equipment with modern technology that better supports public safety objectives.

The proposed agreement provides for an annual lease arrangement. This provides the equipment, installation, maintenance, software updates, and technical support.

The initial cost for the system is \$24,150 for the first year, which includes a one-time installation fee of \$1,000. Thereafter, the annual cost defaults to \$23,100 per year. The agreement would be subject to renewal every two years for an additional two-year lease term. Following contract execution, the vendor anticipates approximately 90 days to install and activate the system, subject to any delays associated with obtaining FDOT permits. This system costs approximately \$10,000 more per year than the Town's current system. We will utilize available funds to cover the costs during this fiscal year and include the additional costs within the FY27 budget.

The Town's current LPR system has exceeded its anticipated service life and no longer reflects current industry standards. Based on BSO's assessment, Flock Safety provides the best combination of technology, interoperability, functionality, reliability, and value. Replacement of the existing system will enhance law enforcement's ability to investigate criminal activity, improve situational awareness, and strengthen public safety throughout the Town.

While multiple options were examined, each system is proprietary, and there is no practical way to competitively bid this item given this fact. Therefore, this procurement qualifies as a sole source purchase. The Purchasing Policy, Section IV.A., Sole Source Procurements, authorizes purchases under this method. The proposed Flock agreement utilizes an existing lease program currently offered by Flock, whereas the lease options presented by NDI and

Vigilant were newly introduced features.

Recommendation: Approve Resolution 2026-20, authorizing the Town Manager to execute an agreement with Flock Safety, Inc. for a License Plate Reader (LPR) system in an amount not to exceed \$47,250.00.

Exhibits:

1. LBTS License Plate Reader (LPR) System Assessment 3.0
2. QUO1377-LBTS-BSO- FL LPR Upgrades
3. QUO1383- Lauderdale by the Sea C440 upgrades
4. Estimate 1745 - Lauderdale by the Sea (FL) - Fixed LPR - 1 Year
5. Estimate 1746 - Lauderdale by the Sea (FL) - Fixed LPR - 3 Year
6. Estimate 1747 - Lauderdale by the Sea (FL) - Fixed LPR - 5 Year
7. FL - Lauderdale By The Sea - Law Enforcement Agreement 02182026-
8. Resolution - Authorizing the Town Manager To Negotiate And Execute An Agreement With Flock Group Inc (Sole Source)



License Plate Reader (LPR) System Assessment for Town of Lauderdale by the Sea 2026



LAUDERDALE
BY THE SEA

Prepared by
Lieutenant Toni Hopkins, Executive Officer
Broward Sheriff's Office
Lauderdale by the Sea District

Existing System

- In late 2012, the Town and BSO began collaboration toward the purchase of an LPR and surveillance system using primarily LETF funds. This culminated in an RFP being issued in February 2013 and the ultimate awarding of the contract to NDI in 2014. The approximate cost was \$155,000 paid for with LETF funds.
- The current system has 11 cameras mounted to 5 poles using 5 air cards at a current annual approximate cost of \$13,000. All poles have AC power.
- The 5 poles fully cover the Town's 3 points of ingress/egress and are located at :
 - (2) Commercial Blvd just east of W Tradewinds Ave (3 cameras on one pole on southside of road, E/B lanes (one camera is pointed south on W Tradewinds); (2 cameras on second pole (W/B) on north side of road)
 - (1) A1A just north of Terra Mar Dr on west side of road (2 cameras on one pole) * *these are newer and replaced in 2025 after damaged in a crash late 2023/early 2024 at a cost of \$28,000.*
 - (2) A1A just north of Flamingo Ave (two cameras each on 2 poles on each side of A1A)
- Original proposal offered extended warranty including replacement of the system after 5 years. Option was NOT exercised.

Statement of Problem

- **The current system is considered a “legacy” system due to its age and is Analog.**
- **Technology advances every 12-18 months and the typical assessment of life span is 5-6 years.**
- **Since 2013, more companies are providing equipment, service and support.**
- **Better hardware (cameras) and software now exists, including AI search capabilities.**
- **Real concern for missed tags and missed opportunities.**



Current System - Analog

Quality Cameras with high end night vision

Updated cameras are expected to perform better than dated equipment

Has email alert; Android App

Limited Sister agencies in our area necessitates jumping across systems to gain additional leads

UI/Searchability not user friendly

flock safety

Flock meets LBTS/BSO quality and cost needs the best

Full service included, including update to latest devices if broken

Large and expanding footprint of devices

Significant # of other municipalities use

Top User Interface with top tier search and superior AI

High quality cameras and night vision

Email and Text alert option; cell phone app – mobile reader

BSO RTCC integrated for monitoring

Solar power with ability to connect to AC

63/67 Counties in FL; 25 billion plates per month

Better AI search capabilities and User Friendly



- Industry Leader
- Largest Footprint/Partners
- BSO RTCC full integration and monitoring ability
- Email and text alerts
- High end UI/Searchability
- Longer Data Retention
- Cell phone app – mobile reader
- Flexibility for Top of Line or Economy option
- Lease available for 1-3-5 years

Quoted Costs:

	Purchase	Lease/Finance	Annual Recurring	
	N/A	\$24,150 Year to year lease	\$23,100	Sea Ranch Lake's system
 via Vetted Solutions	N/A	\$15,235 5-year lease	5yr-\$15,235 3yr-\$20,380 1yr-\$22,999	Largest Provider
	\$55,670/\$46,875* Include Install for 5 cameras	\$17,203 5-year lease	\$19,883 Purchase \$17,203.36 Lease	Existing Provider

Major Providers in Broward County:

****Please note, listed are the primary/largest provider; many if not most municipalities have a mix of systems.

***Green letters are BSO Cities.

		
Pompano Beach	Coral Springs Pembroke Pines Coconut Creek Margate* Miramar FDOT/FHP Sea Ranch Lakes Sunrise	Dania Beach Central Broward Weston North Lauderdale Cooper City Tamarac* Deerfield Beach* Hollywood*
		Fort Lauderdale* Davie* Lauderdale Lakes Oakland Park
Lauderhill Plantation	Lighthouse Point Lauderdale by the Sea	

NDI Technologies, Inc.,
Sheri Taynor
Email: s.taynor@ndi-rs.net
Phone: 407-402-9175

105 E State Road 434
Winter Springs, Florida 32708,
United States
Main Office Phone: 866-458-0426
Fax: 321-441-1801



Billing Address
4501 Ocean Drive
Lauderdale By The
Sea, FL 33308
USA

Shipping Address
4501 Ocean Drive
Lauderdale By The
Sea, FL 33308
USA

Quote To Lauderdale by the Sea PD-Broward SO-FL
Palamara
Quote No QUO1377
Quote Date 01-05-2026
Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
BUND-STAT-1 Cam-LR-1800	Q1800 LR-ALPR Bundle- Single Cam Single Q1800 Long Range LPR Bundle includes: Camera, pole mount bracket, NEMA box with pole mount, power supply, cables, modem, cellular/GPS antenna, LPR software, and comms software. Does not include pole or power source.	5	8,500.00	42,500.00	37,500.00
	Hosted Camera License- Per Camera 1-20 Hosted LPR Camera License (per camera) for Cameras 1-20. This fee will be included in annual service renewal beginning year two.	5	435.00	2,175.00	2,175.00
SERV-STAT-COMM	Static System Commissioning (Per Day) Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.	4	1,800.00	7,200.00	7,200.00
WARRANTY-YEAR1	First Year Warranty Included Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)	1	0.00	0.00	0.00

WARRANTY-ASR	Annual Service Renewal Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage)- This fee begins year 2 and includes annual camera hosting fee. Shown for budget purposes only.	1	7,800.00	7,800.00	0.00
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	Items Total	46,875.00
Shipping & Handling Charges	Included	
	Pre Tax Total	46,875.00
	Tax(0 %)	0.00
	GRAND TOTAL (\$)	46,875.00

Notes: This quote is to replace the existing NDI LPR cameras at 4 intersections. \$1000 discount per system offered as a customer upgrade. Quote includes LPR hardware, software, and installation. Agency to provide SIM cards for modems as needed (may use existing SIM's). Installation will use existing power and poles. Five-Year Lease Option:

System Cost: \$46,875.00
Maintenance Full Term: \$31,200.00 (\$7,800.00 x 4)
Grand Total: \$78,075.00

60 Month \$1 Buyout Lease Option - 5 Annual Payments
Payments: \$17,203.36* per year

*Lease payment does not include applicable taxes/doc fee and is subject to credit approval. Pricing is subject to rate fluctuations.

Thank you for your business!

Terms & Conditions

AGREEMENT AND LIMITATIONS – The agreement between Seller and Buyer (the “sales contract”) with respect to the sale of goods and services described in the Sales Contract shall consist of the terms appearing hereof, together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer’s purchase order or in any other communications from Buyer to Seller unless specifically agreed to by Seller in writing. Except as expressly stated in the Sales Contract, no reference to Buyer’s purchase order or other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Trade usage and verbal agreements not reduced to a writing signed by the Seller, to the extent they modify, add to, distract from, supplant or explain the Sales Contract, shall not be binding on Seller.

TERMINATION OR MODIFICATION – The Sales Contract may be modified or terminated only upon Seller’s consent except that stenographic and clerical errors are subject to correction by Seller, or upon Seller’s consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, if requested by Seller in writing, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the service to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

PRICING — All prices quoted by Seller or its agents are net and are in US Dollars. List prices are subject to change without notice. Prices are subject to increase by Seller based on Seller’s prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order.

PAYMENT TERMS – Seller will invoice for product (hardware and/or software) when shipped and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation and service fees will be invoiced and are due as incurred. Seller may require full or partial payment or payment guarantee in advance of shipment wherever, in its opinions, the financial condition of Buyer so warrants.

TAXES — Prices and fees do not include National, State or Local taxes that may be applicable. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use, or other tax (however designated) imposed upon the sales, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller at the time of purchase.

FREIGHT/SHIPPING — All prices F.O.B. Winter Springs, Florida, U.S.A. Freight will be allowed, regardless of weight, to any destination in the Continental United States for orders totaling \$500 or more. If an order totals \$499 or less or a shipment is requested to be made by a specific carrier, full transportation charges are to be borne by the Buyer. The right is reserved to make partial shipments at Seller’s discretion.

CLAIMS — Upon acceptance by the carrier, title to the material passes to the consignee. All claims for loss or breakage concealed or otherwise, must be made against the carrier by the consignee. All shipments from Winter Springs, Florida, U.S.A. will be traced if request is received by Seller two weeks after our invoicing. This written request should detail items that are missing from the shipment. Damage to merchandise should be reported immediately to Seller upon discovery. Please hold the damaged merchandise and its original carton for inspection. Seller will arrange for inspection, return of merchandise and repair or replacement of the merchandise. Be as detailed as possible as to the nature of the damage. Any claim involving concealed damage to merchandise will not be honored after 14 days from our shipping.

RISK OF LOSS — Title and risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

DELIVERY — Lead-time from receipt of order is typically 4 to 6 weeks, but may vary based on items ordered. Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller’s reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller’s reasonable control.

DEDUCTIONS AND RETURNS — Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller’s prior written consent (such consent to be at the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges of \$20.00 USD or 15%, whichever is greater. Buyer assumes all risk for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer’s account. Contact Help Desk for a return material authorization (RMA).

INSPECTION — Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller’s performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer’s receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

WARRANTY — Seller warrants all goods for one year, under the following conditions and exceptions: Seller warrants that all goods of Seller’s manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Seller such goods shall be commercially free from defects in material or workmanship. Seller reserves the right at the Seller’s discretion to “Repair and Return” or “Replace” any item deemed defective during the warranty period. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Seller or its authorized representative, or if one year has elapsed from the date of shipment of the goods by Seller. No agent, employee, representative or distributor of Seller has any authority to bind the Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE

EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

ANNUAL RENEWAL MAINTENANCE/SUPPORT AGREEMENT – Provided the Buyer maintains an active “Gold Level” annual support agreement all software and hardware, excluding travel related expenses, will be covered by on-site repair and/or replacement. Should Buyer elect to NOT maintain an active support agreement, Seller will charge a daily labor rate of \$1,250.00 for on-site support, in addition to hardware costs and travel expenses. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges.

INSTALLATION — Installation of any hardware shall be by Buyer unless otherwise specifically stated on the Sales Contract. Buyer is responsible for all necessary and/or required site permits, engineering drawings, permissions, clearance, physical infrastructure (including poles, gantries, etc.).

FIXED SYSTEM INFRASTRUCTURE – Buyer is responsible for ensuring that each fixed system location has adequate infrastructure in place, including but not limited to:

- Physical Infrastructure – Buyer is responsible for providing suitable physical locations for LPR systems as well as the actual physical installation/attachment of devices to the physical infrastructure in place.
- Electrical Infrastructure – Buyer is responsible for providing 120v A/C power at each location. LPR processors are to be directly wired into the power service. Buyer is responsible for ensuring that power service is outfitted with lightning/surge suppression and a power disconnect located within serviceable reach. Buyer is responsible for ensuring that the installation meets all applicable codes and requirements, including the use of certified electricians, running of conduit, etc. Seller is not responsible for making any electrical connections or for the reliability of clean power.
- Network Infrastructure – Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

MOBILE SYSTEM INSTALLATION – Buyer is responsible for providing the Vehicle Make, Vehicle Model, and Lightbar Model at time of order. As mobile brackets are fit for vehicles, changes to this information may result in an additional charge. Unless otherwise specified in the Sales Contract, Mobile Installations take place at the Winter Springs, Florida office.

SERVER INSTALLATION – Buyer is responsible for server hardware and software as described in server requirements documentation, unless explicitly stated in Sales Contract. Software purchased from the Seller will be installed and configured remotely by the Seller.

SYSTEM COMMISSIONING – If specified in Sales Contract, Seller will provide Commissioning Services to include the aiming of cameras as required. Buyer will provide any and all specialized equipment/services (bucket trucks, traffic control, etc.) required to safely perform Commissioning Services.

REMEDIES AND LIMITATIONS OF LIABILITY — In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller’s option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be returned to Seller, transportation prepaid, in accordance with Seller’s instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller’s obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller’s liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; war; riot; delays in transportation; lack of ability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller’s reasonable control, whether similar or dissimilar to the foregoing.

ASSIGNMENT AND DELEGATION — No right or interest in this sales contract shall be assigned by Buyer without Seller’s prior written consent, and no delegation of any obligation owed, or the performance of any obligation, by Buyer shall be made without Seller’s prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller’s obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

SEVERABILITY — If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

GOVERNING LAW AND LIMITATIONS — The formation and performance of the Sales Contract shall be governed by the laws of the State of Florida. Whenever a term defined by the Uniform Commercial Code as adopted in Florida is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has occurred.

NDI Technologies, Inc.,

Sheri Taynor

Email: s.taynor@ndi-rs.net

Phone: 407-402-9175

105 E State Road 434
Winter Springs, Florida 32708,
United States

Main Office Phone: 866-458-0426

Fax: 321-441-1801

**Billing Address**

4501 Ocean Drive
Lauderdale By The
Sea, FL 33308
USA

Shipping Address

4501 Ocean Drive
Lauderdale By The
Sea, FL 33308
USA

Quote To Lauderdale by the Sea PD-Broward SO-FL
Palmaria

Quote No QUO1383

Quote Date 02-04-2026
Valid 90 days from Quote Date

Item Code	Item Name	Quantity	List Price	Item Total	Total
	C440HDI- Fixed LPR Camera HD, fixed LPR camera with PoE power, built in processor. Camera and processor only, does not include modem, power control board or mounting brackets.	5	9,450.00	47,250.00	41,250.00
CNT-PWR-BRD	Controller / Power Enclosure Controller and Power Board housed in weatherized NEMA-rated enclosure.	4	860.00	3,440.00	3,440.00
MNT-C3-TEN	Camera Mount- Tenon C-Series Camera Bracket with Tenon Mount for 4"-6" pipe. DOT Approved	5	362.90	1,814.50	1,723.78
	Hosted Camera License- Per Camera 21-50 Hosted LPR Camera License (per camera) for 21-50 Cameras. This fee is charged annually and will be included in annual service renewal after year one.	5	375.00	1,875.00	1,875.00
NEMA-POLE-MNT	NEMA-POLE-MNT Pole mount for equipment enclosure.	4	135.38	541.52	541.52

SERV-STAT-COMM	Static System Commissioning (Per Day) Static system commissioning includes labor for a single Field Engineer to aim and focus cameras and to complete configuration and quality checks on system communications and plate reads. Installation of hardware and electrical connections to be performed per Seller's Terms and Conditions.	4	1,800.00	7,200.00	6,840.00
WARRANTY-YEAR1	First Year Warranty Included Seller warrants all goods for one year from shipping date. (See Terms & Conditions for details of coverage)	1	0.00	0.00	0.00
WARRANTY-ASR	Annual Service Renewal Annual Service Renewal / Extended Warranty- Included fix/replace support on all covered hardware, support/updates on all covered software and phone/email/web/remote support. (See Terms & Conditions for details of coverage)- Begins year two, shown for budget purposes. Includes annual hosting for 4 cameras.	1	8,578.50	8,578.50	0.00

Items Total	55,670.30
Shipping & Handling Charges	Included
Pre Tax Total	55,670.30
Tax(0 %)	0.00
GRAND TOTAL (\$)	55,670.30

Notes: LPR replacement for city of Lauderdale by the Sea/BSO. Includes new hardware, mounts and installation. Five-Year Lease Option:

System Cost: \$55,670.29
Maintenance Full Term: \$34,314.00 (\$8,578.50 x 4)
Grand Total: \$89,984.29

60 Month \$1 Buyout Lease Option - 5 Annual Payments
Payments: \$19,883.25* per year

*Lease payment does not include applicable taxes/doc fee and is subject to credit approval. Pricing is subject to rate fluctuations.

**First payment/doc fee due at signing.

Thank you for your business!

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EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Seller shall be given reasonable opportunity to investigate all claims for allegedly defective goods.

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- Network Infrastructure – Appropriate Ethernet network connectivity at each location is the sole responsibility of the Buyer. Should the Seller furnish a cellular modem or wireless device as part of the Sales Contract, the Buyer is responsible for monthly provisioning and service of the device. Seller shall not assume ANY charges for data communications or any responsibility for the reliability of the communications network.

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ASSIGNMENT AND DELEGATION — No right or interest in this sales contract shall be assigned by Buyer without Seller’s prior written consent, and no delegation of any obligation owed, or the performance of any obligation, by Buyer shall be made without Seller’s prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller’s obligations under the WARRANTY, REMEDIES, AND

LIMITATIONS OF LIABILITY sections hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

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Vetted Security Solutions LLC
4185 35th St N
St Petersburg, FL 33714 US
+17274403245
AR@vettedsecuritysolutions.com



Estimate

ADDRESS

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea, Florida
33308 USA

SHIP TO

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea,
Florida
33308 USA

ESTIMATE # 1745

DATE 02/17/2026

EXPIRATION DATE 03/17/2026

SKU	ACTIVITY	QTY	RATE	AMOUNT
VSS-LPR-LBTS-1Y	Vetted LPR Managed Deployment – Lauderdale-by-the-Sea (1YR) Turnkey deployment of eight (8) AXIS Q1800-LE-3 License Plate Recognition cameras utilizing existing City infrastructure where available. Includes professional installation, cellular connectivity, LinC software licensing, and ongoing service and support with proactive system monitoring through Vetted's TechAlert platform. Provided under a fixed 1-year managed deployment agreement and governed by Vetted's standard Hardware as a Service (HaaS) terms.	1	22,999.00	22,999.00

Scope of Work:

-Assumes existing poles and power will be provided/accessible/permitted to be installed on.

SUBTOTAL

22,999.00

TAX

0.00

TOTAL

\$22,999.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

This quote is subject to Vetted Security Solutions Terms and Conditions. Please visit vettedsecuritysolutions.com/sales-terms/ to review our terms. Acceptance of this quote or issuance of a purchase order constitutes agreement to these terms. For questions, contact insidesales@vettedsecurity.com.

Vetted Security Solutions LLC
4185 35th St N
St Petersburg, FL 33714 US
+17274403245
AR@vettedsecuritysolutions.com



Estimate

ADDRESS

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea, Florida
33308 USA

SHIP TO

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea,
Florida
33308 USA

ESTIMATE # 1746

DATE 02/17/2026

EXPIRATION DATE 03/17/2026

SKU	ACTIVITY	QTY	RATE	AMOUNT
VSS-LPR-LBTS-3Y	Vetted LPR Managed Deployment – Lauderdale-by-the-Sea (3YR) Turnkey deployment of eight (8) AXIS Q1800-LE-3 License Plate Recognition cameras utilizing existing City infrastructure where available. Includes professional installation, cellular connectivity, LinC software licensing, and ongoing service and support with proactive system monitoring through Vetted's TechAlert platform. Provided under a fixed 3-year managed deployment agreement and governed by Vetted's standard Hardware as a Service (HaaS) terms.	1	20,380.00	20,380.00

Scope of Work:

-Assumes existing poles and power will be provided/accessible/permited to be installed on.

SUBTOTAL

20,380.00

TAX

0.00

TOTAL

\$20,380.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

This quote is subject to Vetted Security Solutions Terms and Conditions. Please visit vettedsecuritysolutions.com/sales-terms/ to review our terms. Acceptance of this quote or issuance of a purchase order constitutes agreement to these terms. For questions, contact insidesales@vettedsecurity.com.

Vetted Security Solutions LLC
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AR@vettedsecuritysolutions.com



Estimate

ADDRESS

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea, Florida
33308 USA

SHIP TO

Lauderdale by the Sea (FL)
4501 N. Ocean Drive
Lauderdale by the Sea,
Florida
33308 USA

ESTIMATE # 1747

DATE 02/17/2026

EXPIRATION DATE 03/17/2026

SKU	ACTIVITY	QTY	RATE	AMOUNT
VSS-LPR-LBTS-5Y	Vetted LPR Managed Deployment – Lauderdale-by-the-Sea (5YR) Turnkey deployment of eight (8) AXIS Q1800-LE-3 License Plate Recognition cameras utilizing existing City infrastructure where available. Includes professional installation, cellular connectivity, LinC software licensing, and ongoing service and support with proactive system monitoring through Vetted's TechAlert platform. Provided under a fixed 5-year managed deployment agreement and governed by Vetted's standard Hardware as a Service (HaaS) terms.	1	15,235.00	15,235.00

Scope of Work:
-Assumes existing poles and power will be provided/accessible/permited to be installed on.

SUBTOTAL	15,235.00
TAX	0.00
TOTAL	\$15,235.00

Accepted By

Accepted Date

THANK YOU FOR YOUR BUSINESS!

This quote is subject to Vetted Security Solutions Terms and Conditions. Please visit vettedsecuritysolutions.com/sales-terms/ to review our terms. Acceptance of this quote or issuance of a purchase order constitutes agreement to these terms. For questions, contact insidesales@vettedsecurity.com.

Flock Safety + FL - Lauderdale By The Sea

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Todd Troutman
todd.troutman@flocksafety.com
7703102987

Quote Number: Q-188308
Expiration Date: 03/14/2026



ORDER FORM

Customer:	FL - Lauderdale By The Sea	Initial Term:	24 Months
Legal Entity Name:	FL - Lauderdale By The Sea	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4513 N Ocean Dr Fort Lauderdale, Florida 33308	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	365 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$23,100.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	7	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	7	\$1,050.00
Subtotal Year 1:			\$24,150.00
Annual Recurring Subtotal:			\$23,100.00
Estimated Tax:			\$0.00
Contract Total:			\$47,250.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$24,150.00
Annual Recurring after Year 1	\$23,100.00
Contract Total	\$47,250.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: FL - Lauderdale By The Sea

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

RESOLUTION NO. 2026-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FLOCK GROUP INC., FOR A LICENSE PLATE READER SYSTEM IN AN AMOUNT NOT TO EXCEED \$47,250.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea ("Town") and the Broward Sheriff's Office ("BSO") implemented a License Plate Reader ("LPR") system in 2014 utilizing Law Enforcement Trust Fund resources; and

WHEREAS, BSO has determined that the existing LPR system has exceeded its anticipated useful life and no longer reflects current industry standards for license plate reader technology; and

WHEREAS, each LPR system is proprietary in nature and there is no practical means to competitively bid the procurement, thereby qualifying as a sole source purchase; and

WHEREAS, Flock Group, Inc. (the "Vendor") is a sole source vendor for LPR system hardware and software (the "Equipment") and has provided the Town with a quote for the Equipment attached as Exhibit "A" (the "Quote"); and

WHEREAS, Section IV.A. "Sole Source Procurement" of the Town's Purchasing Manual provides that products available from only one source shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

WHEREAS, pursuant to Section IV.A. of the Town's Purchasing Manual, the Town Commission desires to authorize the Town Manager to negotiate and execute an agreement with

the Vendor for the Equipment consistent with the Quote attached hereto as Exhibit “A,” in an amount not to exceed \$47,500; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and herein incorporated by this reference.

Section 2. Authorization. The Town Manager is hereby authorized to negotiate and execute an agreement with the Vendor for the Services consistent with the Quote attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 3. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney