



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 N. Ocean Drive
Tuesday, October 28, 2025
6:30 PM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:45 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Interim Town Manager Ken Rubach, Town Attorney Susan L. Trevarthen, Finance Director Lucila Lang, Assistant Finance Director Edner St. Jean, Assistant Development Services Director David Lee, Acting Town Clerk/Assistant to the Town Manager Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Epilepsy Awareness Month Proclamation

Mayor Malkoon read a Proclamation recognizing November 2025 as Epilepsy Awareness Month in Lauderdale-By-The-Sea.

b. FY 26 Event Programming

Events and Marketing Manager Katie Anderson presented proposed dates for fiscal year (FY) 2026 event programming. Events include the Town's annual Veterans Day, Christmas-By-The-Sea, Friday Night Music, the Easter Egg Hunt, Taste of the Beach, Dive Into Summer, and the Fourth of July events.

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New items proposed for FY 2026 include an IPW Week concert, as well as changes to the Dive Into Summer event based on feedback. Any additional programming proposed for FY 2026 will come before the Commission for consideration, as will any updates to the events proposed above.

The Commissioners discussed the proposed events, with Commissioner DeNapoli suggesting that Taste of the Beach be moved Downtown. Events and Marketing Manager Anderson replied that Staff has begun exploring this possibility as part of a new program for the event. Setup would be similar to Christmas-By-The-Sea with regard to road closures. Commissioner DeNapoli requested that Staff prepare a cost differential for this potential change.

Mayor Malkoon asked if the Town is open to sponsorships and/or partnerships for events. Events and Marketing Manager Anderson confirmed this, stating that communications are sent to Town businesses. Staff will also look toward the possibility of new partnerships.

The Commissioners agreed by consensus with the proposed event dates.

6. PUBLIC COMMENTS

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

The Commissioners agreed by consensus to hear Item 19.a immediately following the Town Manager Report.

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Interim Town Manager Ken Rubach thanked all who attended the recent Boo!-By-The-Sea event, as well as Staff and volunteers from the Visitors Center who participated.

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As part of a proposed public-private partnership (P3) opportunity for the Town, Staff has reviewed three proposals from financial advisors. Staff will bring these back to the Commission for recommendation at the November 18, 2025 meeting.

Interim Town Manager Rubach requested feedback from the Commission regarding potential dates and topics for roundtable events in the first and second quarters of the year. He suggested that they may wish to hold the public safety roundtable in early 2026, as that topic would relate to the P3 proposals.

Vice Mayor Strauss recommended adding a roundtable meeting to discuss Town events such as those presented in Item 5.b, as there is community interest in this topic. The roundtable could address ideas for events, ways to pay for them, and how they may benefit the Town. He suggested that this topic could be addressed in the first quarter after the public safety roundtable.

Mayor Malkoon recalled that other potential roundtable topics he had proposed during a Town budget hearing included economic/business development. Further discussion of the current pilot program addressing parking fees could be part of this conversation as well.

Commissioner Graziano advised that he has scheduled a constituent meeting to discuss El Prado Park, as well as the potential impact of moving the Town's Farmers Market to that location. He felt this topic could be further explored in a roundtable setting focusing on community and civic life.

Interim Town Manager Rubach noted that the Town is currently awaiting permitting from the Florida Fish and Wildlife Commission (FWC), which means construction planned for El Prado Park is unlikely to begin until after the season has begun in 2026. He estimated that the project may take six to eight months, depending upon the availability of contractors and materials.

The Commission discussed scheduling a roundtable discussion of public safety, which could include both the P3 proposals and the status of Fire and Police services, in January 2026. Vice Mayor Strauss recommended a roundtable discussion of budget items in advance of the 2026 budget season. Public safety and the P3 would also be included in this meeting. He pointed out that Fire and Police services may merit their own separate discussion.

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Commissioner DeNapoli suggested specifying the topics to be discussed in each roundtable meeting. Vice Mayor Strauss added that he would be comfortable holding more than one roundtable per quarter.

Interim Town Manager Rubach proposed that the public safety roundtable be scheduled in January 2026 in order to give Staff time to fully review contractual documents from public safety providers. No specific date was determined at this time.

Interim Town Manager Rubach continued that at the October 14, 2025 meeting, the Commission and Staff had discussed lowering parking rates to \$2/hour from Mondays through Fridays at Town parking meters. He pointed out that two special events, Veterans Day and Christmas-By-The-Sea, are currently scheduled during this time frame. There was Commission consensus to keep parking rates reduced for the Veterans Day event and to return the rates to \$4/hour for Christmas-By-The-Sea.

Interim Town Rubach noted that the Town's annual Veterans Day event is scheduled for Tuesday, November 11, 2025 in El Prado Park from 10 a.m. to 11 a.m. In the event of inclement weather, the event would be moved to Jarvis Hall.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that she would present a separate Agenda Item later during tonight's meeting. She added that another member of her firm would attend the Commission's November 19 and December 9, 2025 meetings.

The following Item was taken out of order on the Agenda.

19. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen reviewed the requirements for quasi-judicial items, and any individuals wishing to speak on these Items were sworn in. The Commissioners disclosed any ex parte communications related to the Item.

- a. Pursuant to Chapter 30 "Unified Land Development Regulations," Article IV "Development Permits – Applications, Requirements and Review Procedures," Division 2 "Site Plan Procedures and Requirements," Section 30-123 "Modification of Approved Site Plan," of the Town's Code of Ordinances ("Town Code"), the Applicant is requesting a Site Plan modification to increase the permitted number**

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of hotel units from 14 unit to 19 units in order for the buildings' renovations to meet the Town's zoning and land use requirements for property located at 4217-4225 El Mar Drive.

Assistant Development Services Director David Lee explained that the Applicant requests Level 2 Site Plan modification to increase the total permitted hotel units from 14 to 19 at the Buena Vista Hotel, located at 4217-4225 El Mar Drive. The Applicant purchased the subject property in 2023, after which they made a number of enhancements to beautify the site.

The renovation Application is specific to the existing interior space of the building located at 4225 El Mar Drive. No exterior changes are proposed. Both parcels, 4217 and 4225 El Mar Drive, are located within the RM-25 zoning district. Unifying the parcels will result in a site of approximately 0.4 acre, which will bring the maximum allowable density to 20 units. The Applicant proposes a total of 19 units for both sites combined, which is consistent with Code.

The unification of both parcels to a single parcel will also eliminate an existing nonconformity related to the interior side setbacks. Assistant Development Services Director Lee reviewed a rendering of these setbacks between the two buildings, which are in close proximity to one another. Unity of title will eliminate this nonconformity.

Site details include:

- 4225 El Mar Drive is an existing three-story building with 10 hotel units; the Application would increase the number of hotel units in this building to 14
- 4217 El Mar Drive is an existing two-story building with 5 hotel units; no changes are proposed to this building
- 4225 El Mar Drive has dedicated driveway access to El Mar Drive; the Application, as well as the accompanying survey and Site Plans, has been accepted as existing conditions and will establish a current Site Plan of record for the properties

The parking area at 4225 El Mar Drive will be re-stripped to meet dimensional Parking Code standards. The parking area at 4217 El Mar Drive will remain with no modifications. A total of 20 spaces are provided over the two parcels.

The citizen participation meeting required by Town Code Section 30-114 was held on June 19, 2025. A summary of this meeting is included in the Commissioners' Agenda packets. Public notice was mailed appropriately and notice was posted on the property. Notice of the public participation meeting was also posted on the Town's website as

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required by Town Code Section 30-139. No public opposition was received. The Planning and Zoning Board met on October 1, 2025 to review the Application and recommended Commission approval.

Staff recommends approval of the Level 2 Site Plan modification to increase density to 19 total units, subject to the conditions outlined in the development order.

Commissioner Graziano asked if the subject property requires on-site staff because it is categorized as a hotel. Assistant Development Services Director Lee advised that the Applicant can speak to their intended use of the property.

Jose Del Toro, Applicant, confirmed that there will be staff on the site at all times.

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

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

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER PRESENTATIONS

None.

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15.COMMISSIONER COMMENTS

Commissioner Graziano spoke in honor of longtime Terra Mar resident William Ferrante, who consistently contributed to the Town over the last 42 years, including service on the Planning and Zoning Board. Mr. Ferrante passed away earlier in the day.

Commissioner Graziano advised that he and the Interim Town Manager attended a recent meeting of the Chamber of Commerce to review data that could be helpful to the Town. He recalled that he had asked if a causal relationship between the price of parking and business activity had ever been documented. While there has been no study of this nature in the past, the Chamber of Commerce will remain in contact with the Town Manager to discuss other areas of mutual concern.

Commissioner Graziano concluded by recognizing Events and Marketing Manager Anderson's work toward the recent Boo!-By-The-Sea event. He suggested that in the future, Friedt Family Park be considered as a potential location for this event.

Vice Mayor Strauss thanked Broward Sheriff's Office (BSO) staff for their support of Boo!-By-The-Sea. He asked all present to keep the people of Jamaica in their hearts following Hurricane Melissa, and encouraged all residents and veterans to attend the upcoming Veterans Day event at El Prado Park.

16.ORDINANCES 1ST READING

None.

17.ORDINANCES 2ND READING

None.

18.RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2025-50 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN INTERIM AGREEMENT PURSUANT TO SECTION 255.065, FLORIDA STATUTES, WITH CORE CONSTRUCTION SERVICES OF FLORIDA, LLC RELATING TO AN UNSOLICITED PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, AND ONGOING MAINTENANCE OF A COMBINED**

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**GOVERNMENT CENTER; PROVIDING FOR IMPLEMENTATION AND
AN EFFECTIVE DATE.**

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

Interim Town Manager Rubach explained that on September 17, 2025, Lauderdale-By-The-Sea received an unsolicited proposal for the design, construction, maintenance, and financing of a government center pursuant to Florida Statute 255.065, known as the P3 Statute. The proposal includes two concepts for municipal buildings and facilities for Fire, Emergency Medical Services (EMS), BSO, Commission Chambers, the Community Center, Public Works, and Development Services. The properties involved are located at 4501, 4505, and 4513 N. Ocean Drive.

The two proposed concepts are:

- Replacing the existing building located at 4504 N. Ocean Drive, which houses Fire, Commission Chambers, Community Center, and Community Development Services, and 4513 N. Ocean Drive, which is the current public safety building
- Replacing the entire government campus, including the Town Hall and Public Works buildings

The proposal seeks to enter into an interim agreement with the Town for the project, possibly including terms authorizing the proposer to perform preliminary activities, such as project planning, design development, environmental and financial feasibility analysis, establishment of a process, and scheduled negotiation of a comprehensive agreement. The interim agreement would not obligate the Town to enter into a comprehensive agreement.

The proposal was solicited by Core Construction of Florida, LLC on behalf of a development consortium that plans to form a legal entity that would serve as contracting entity for the project. Core Construction would be a participating member of this consortium.

In accordance with Statute requirements, the Town published notice in the *Florida Administrative Register*, as well as on Broward County's publicly accessible website, announcing receipt of the unsolicited proposal and inviting competing proposals for the same project. Notice was also mailed to each local government in the affected area of the project. The public notice period closed on October 27, 2025. The Town did not receive any other proposals.

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Staff recommends that the Town authorize negotiation of an interim agreement with Core Construction for the project, and further authorize Core Construction to assign its right to negotiate with the Town to the legal entity formed for the purposes of serving as contracting entity for the project, subject to the Interim Town Manager's prior written consent.

Interim Town Manager Rubach concluded that the interim agreement is intended to provide a framework for additional due diligence and project evaluation, to be completed before any formal determinations or contract approval for the project are brought forward to the Commission. He emphasized that the Town Commission is not approving any contract or making any findings under the P3 Statute at this time. The authorization is intended only to allow the Interim Town Manager to negotiate an interim agreement that will be brought forward to the Commission for approval.

Interim Town Manager Rubach further clarified that he and Commission liaison Commissioner DeNapoli will work with Core Construction in the beginning stage of the process, which includes review of proposals, concepts, specifications, and potential cost savings. An interim agreement will be brought back to the full Commission for approval.

Mayor Malkoon noted that all pre-development design and due diligence costs during this phase will be paid by the proposer rather than the Town. All studies, reports, drawings, and other work products produced under the interim agreement will belong to the Town, even if the project does not proceed. The Commission must review and approve any negotiated interim agreement before it is signed, and may terminate negotiations at any time without penalty. Staff will keep the Commission informed of the project's progress.

Commissioner DeNapoli made a motion, seconded by Commissioner Poulopoulos, to approve. Motion carried 5-0.

b. Resolution 2025-51 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA REVISING THE TOWN COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

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

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Commissioner Graziano explained that for purposes of transparency, he felt it would be best to allow additional limited public input prior to Commission meetings. This would include the reading of submitted public comments by the Town Clerk. He recommended that these comments be limited to 150 or fewer words, and must be submitted by 5 p.m. the day before a Commission meeting. He felt this could address any perception that the Commission is trying to eliminate public input.

Commissioner Graziano estimated that Resolution 2025-51 would result in approximately 15 additional minutes to each meeting, depending upon the number of submitted comments.

Commissioner Pouloupoulos observed that he would prefer individuals wishing to express their opinions to attend Commission meetings in person and speak before their fellow citizens. He recalled that public comments submitted by email were previously read at Commission meetings; however, the Commission at that time had eventually voted against continuing that policy, as it required significant effort by the Town Clerk. He did not feel the proposal would improve transparency.

Commissioner Pouloupoulos continued that the proposal provided a means by which individuals could choose not to make their comments in person. He emphasized the importance of encouraging residents to attend meetings and address the Commission directly rather than having emails read.

Commissioner DeNapoli agreed, pointing out that when the public is interested in addressing an issue, they will attend public meetings. He felt the proposed Resolution would add to meeting length and create more work for Town Staff. He cautioned that the proposal could provide an opportunity for gamesmanship by the individuals contributing comments. He also cautioned that the proposal could reduce physical public attendance at meetings.

Mayor Malkoon stated that he also agreed with Commissioners DeNapoli and Pouloupoulos, characterizing the proposal as an example of a policy introduced during the height of the COVID-19 pandemic that has carried over beyond that era. He emphasized that there are many ways to participate in Town Commission meetings, and felt transparency is already afforded to residents who want to contact their Commissioners or submit comments for public record. He concluded that the proposal could result in an additional layer of administrative work for Staff.

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Commissioner Graziano stated that the Commission should not deny any participants an opportunity to have their comments read. While he noted that comments submitted via email are attached to the public record of the meeting, he did not believe this was sufficient, and felt the Commission should hear these comments prior to their discussions. He also pointed out that while some residents choose to write to individual Commissioners rather than the entire Commission, the proposed policy would ensure that the full Commission hears what those individuals have to say.

Commissioner Pouloupoulos clarified that his objections were not due to the interest of time at meetings. His intent was to incentivize individuals to participate in civil engagement in person. He recalled that this was why he had voted in the past to discontinue the reading of public comments submitted via email.

Commissioner Graziano noted that not all members of the public may be able to attend meetings in person, recalling that there are instances in which this applies to Commissioners, who are able to participate by phone. He felt the same opportunity should be afforded to constituents.

Commissioner Graziano made a motion to approve. [The motion died for lack of second.]

- c. Resolution 2025-52 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING KEN RUBACH AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN KEN RUBACH AND THE TOWN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

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

Commissioner Pouloupoulos explained that he had volunteered to serve as Commission liaison in discussion of the proposed contract with Interim Town Manager Ken Rubach. He emphasized the importance of establishing a middle ground that is satisfactory to all parties in order to enhance the longevity of the contract.

Commissioner Pouloupoulos recalled that he had requested a proposal from the Interim Town Manager, who had submitted the document as requested. He had discussed the

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proposal with the Interim Town Manager, as well as the Town Attorney. The proposal's language was largely based on previous contracts with former Town Managers, although some proposed terms are different from those in prior contracts.

Commissioner Poulopoulos reviewed the proposed FY 2026 salary, health care, Florida Retirement System (FRS) contribution, and total in comparison to FY 2025 as well as to the FY 2026 budgeted amount. He noted some individual items, pointing out that the severance package for the prior Town Manager included a 20-week severance payment which began immediately upon execution of the contract. This item was negotiated to a 15-week severance payment following service of one year as Town Manager, an 18-week severance after two years, and 20 weeks after the third year.

The Interim Town Manager's proposal for post-term insurance is similarly laddered: after one full year in the position, the Town Manager would have 15 weeks' subsidy of health coverage, followed by 18 weeks after two years and 20 weeks after three years. While the prior Town Manager had an accrued leave payout within 14 days of separation, the proposed term would extend that payout to 30 days from the date of separation.

With respect to salary, Commissioner Poulopoulos noted that in FY 2025, the Town Manager's salary was \$221,293.78. The proposed budget for FY 2026 includes \$241,327.63. The Interim Town Manager's initial proposal suggested a salary of \$245,000. It was noted that in his previous position as Deputy Town Manager/Public Works Director, the Interim Town Manager earned \$188,000. The proposed salary for his first year as Town Manager was ultimately negotiated to \$237,500, which is less than what is budgeted in FY 2026, less than the prior Town Manager earned in FY 2025, and less than what was requested in the Interim Town Manager's proposal.

Commissioner Poulopoulos recommended an edit to the proposed contract, pointing out that over the past few years, the Town has adjusted the Town Manager's salary based on a performance-based cap of 5%. The amount of the increase was typically based on the average score submitted by the five Commissioners in their review of the Town Manager's performance. Commissioner Poulopoulos suggested that this practice be replaced with a cost of living adjustment (COLA) cap rather than a merit-based cap, which would require amendment of the proposed contract. This percentage is not expected to have the same impact on the budget year-over-year as the previous merit-based cap. Interim Town Manager Rubach indicated that he also found this proposal satisfactory.

Commissioner Poulopoulos also addressed International City/County Management Association (ICMA) certification, which provides accreditation for municipal managers.

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The Interim Town Manager's proposal had requested a \$5,000 bonus to accompany candidate designation and a \$10,000 bonus for manager designation. Commissioner Poulopoulos advised that both parties agreed this proposal would be eliminated.

Regarding vacation accrual rates, Commissioner Poulopoulos noted that the prior Town Manager would have had 25 days' accrued vacation time in FY 2026. The Interim Town Manager had proposed this same amount at the execution of his contract, while the Commissioner had recommended keeping this time at the Interim Town Manager's current rate of 20 days' accrued vacation, to be increased to 25 days in two years.

Commissioner Poulopoulos noted that he had not proposed changes to the 457 retirement item, as the Town has little say in this. The Town Manager's residency requirement specified a 15-mile radius, which was changed to a 30-mile radius with both the Commissioner's and the Interim Town Manager's agreement.

Regarding creation of an Action Plan, Commissioner Poulopoulos recalled that in previous years' discussions, the Commission had determined that this was not a practical requirement due to the fluid nature of the Town Manager's responsibilities. He recommended that the Commissioners meet individually with the Town Manager and explain their goals and priorities at that time, to be discussed again when the Town Manager is up for evaluation.

While the prior Town Manager was provided with a \$600 monthly vehicle allowance, the Interim Town Manager already uses a car from the Town. Commissioner Poulopoulos advised that this would continue going forward. Town Attorney Trevarthen noted that this is a typical aspect of City or Town Managers' contracts.

Commissioner Poulopoulos concluded by thanking the Interim Town Manager for his participation in the discussions, and invited questions from the other Commissioners. He was confident that the Interim Town Manager is the right person to serve as Town Manager.

Vice Mayor Strauss thanked Commissioner Poulopoulos for representing the Commission during the negotiation process. He also acknowledged that the vehicle provision or allowance is now standard practice, and the proposed contract is consistent with the needs and demands of a South Florida community.

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Commissioner Graziano requested clarification of the difference between the FY 2025 Town Manager's contract and the proposed FY 2026 contract. Commissioner Pouloupoulos clarified that the budgeted difference is approximately \$42,000.

Commissioner Graziano also asked for more information regarding the rationale behind expanding the radius of the residency requirement. Interim Town Manager Rubach explained that he had not wanted to contractually require himself to remain in one area.

Commissioner Graziano asked if all Town Staff would be subject to the same COLA as proposed for the Town Manager. Interim Town Manager Rubach replied that the intent of the proposed Town Manager COLA was to limit the increment by which that position's salary could increase every year.

Commissioner Graziano asked if this would mean the Town Manager would not receive an annual merit evaluation. Commissioner Pouloupoulos asked if the Town could retain the option to provide a merit evaluation which may include a bonus, or if that option would need to be written into the Town Manager's contract. His understanding was that the Commission would not return to the previous system of providing increases under the 5% rubric.

Town Attorney Trevarthen advised that based on the Commissioner's presentation, the final sentence of Section 6.3 of the contract, which referred to "other adjustments of salary up to 5%" which may be given in the form of a bonus if the employee met certain performance goals and objectives, would be deleted. Commissioner Pouloupoulos confirmed this. Town Attorney Trevarthen stated that if this and any similar language is removed from the contract, there is no provision for a bonus; however, should the Commission decide to provide the Town Manager with a merit increase, they may amend the contract.

Town Attorney Trevarthen added that it is customary for a contract to include a provision relating to performance review, as well as eligibility for compensation related to performance.

Commissioner Graziano concluded that he was comfortable appointing Interim Town Manager Rubach as Town Manager. Interim Town Manager Rubach indicated that he was also comfortable with the proposed contract.

Town Attorney Trevarthen further clarified that the language of Section 6 of the proposed contract states the Town Commission may increase the salary, holidays, leave, or

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benefits granted to the Town Manager, or may grant a high-performance award to be paid in a lump sum amount if the Town Manager meets certain agreed-upon performance goals and objectives. Commissioner Pouloupoulos recalled that this language was in the prior Town Manager's contract and gives the Commission leeway to decide if they would like to take action without revising the entire contract. Town Attorney Trevarthen stated that any motion to come on the Item would need to delete this last sentence from Section 6.3.

Commissioner DeNapoli stated that while he agreed the request for proposal (RFP) process would not be necessary, he wished to clarify information related to the prior Town Manager's monthly car allowance. Interim Town Manager Rubach explained that he would retain the same car he currently uses, which was leased when he was Public Works Director. The policy includes gas and maintenance within the Tri-County area.

Commissioner DeNapoli observed that this made sense when taken in conjunction with the residency requirement, as leased cars are subject to mileage consideration; however, he stated that he considered the car provision to be an example of government waste, and asserted that lease costs increase with higher mileage.

Finance Director Lucila Lang reviewed a Town invoice from lease provider Enterprise, noting that these invoices include a lease amount but do not charge the Town per mile traveled. Commissioner DeNapoli concluded that he felt the car provision should be phased out as a waste of government money, with no reflection intended on either party that had participated in the negotiations.

Commissioner DeNapoli also requested clarification of what would have been the Interim Town Manager's salary as Deputy Town Manager/Public Works Director. Interim Town Manager Rubach clarified that the salary for that position would have been \$188,000 in FY 2026; at present, his salary as Interim Town Manager is \$200,000. Commissioner DeNapoli advised that he would be more comfortable with a lesser increase than proposed, such as \$225,000 instead of \$237,500.

Commissioner DeNapoli also recommended greater clarification of the proposals for a COLA or bonus, noting that the COLA is based on the consumer price index (CPI) for the Tri-County area. This would take effect in lieu of the prior grading system, which he had felt was an example of "grade inflation," as it could be perceived as guaranteeing the Town Manager a minimum increase of 3%. He expressed concern that the proposed new procedure would still issue a "grade," but there would be no formula tied to its determination.

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Commissioner Pouloupoulos stated that he did not believe a rubric was necessary to evaluate the Town Manager's performance; instead, his recommendation was for one-on-one discussions with the Town Manager, followed by an Agenda Item at a Commission meeting so all the elected officials could discuss their insights in a public forum. Commissioner DeNapoli stated that he also preferred this proposal to a grading rubric.

Commissioner DeNapoli reiterated that the car provision should be phased out, as it has no bearing on the Town Manager's duties and serves no clear purpose. He also felt the salary was slightly high, particularly due to the likelihood of guaranteed COLA increases. It was clarified that the 2025 CPI for the Tri-County region of South Florida is 2.5%, and is the same CPI used to determine Commissioners' increases.

Commissioner DeNapoli stated that the Agenda Item Report refers to "COLA established by Town" rather than by CPI, and recalled that the Commission had previously had lengthy discussions on the meaning of COLA. Finance Director Lang advised that during her tenure with the Town, a COLA has only been provided to Staff once. This was separate from the COLA used for Commissioners.

Finance Director Lang continued that the COLA for staff was based on the recommendations of the Town's Human Resources Compensation/Classification (HRCC) study. Town Attorney Trevarthen noted again that this COLA applied to other Town employees, not the Town Manager's contract. The former Town Manager did not receive a CPI-based COLA, but received an amount approved by the Commission following her review.

Interim Town Manager Rubach recalled that during his tenure with the Town, the thought process had been to budget a 3% COLA for both Town Staff and the Town Manager. He did not recall any Town employees receiving a COLA outside the results of the HRCC study, although he acknowledged that there may have been a year in which Staff "as a whole" received a COLA. He added that any COLA proposal would have been recommended to the Commission by Staff during budget discussions, with the final decision belonging to the Commission.

Commissioner DeNapoli characterized the COLA related to the HRCC study as a formulaic COLA rather than one based on a published index. He stated that the proposed contract would create a formulaic COLA based on the CPI. The Commission would also have the option of providing a separate bonus or payment.

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Town Attorney Trevarthen explained that the Town Manager's evaluation form had originally been developed by former Town Manager Connie Hoffmann in response to direction from the 2010 Commission. She noted that many municipalities and counties use similar forms to provide structure to the evaluation process; it is up to the Commission to change that process if they wish. She reiterated that removing the final sentence of Section 6.3 would also remove any formulaic relationship between the performance review process and a specific bonus.

Commissioner DeNapoli asked which COLA would be used for the purposes of the contract. Interim Town Manager Rubach suggested that the Commission use the COLA established in June of each year, which is used for budgeting purposes.

Commissioner DeNapoli also noted that there are various different CPIs which are calculated including or excluding specific items. Finance Director Lang replied that the Town uses the Tri-County CPI for June. Commissioner DeNapoli reviewed previous year-over-year June CPIs for the Tri-County area, stating again that in a highly inflationary environment, the CPI can increase significantly.

Interim Town Manager Rubach suggested that the contract's language be the same as the language used to determine the Commission's CPIs, which are based on the June CPI. Commissioner DeNapoli agreed with this proposal.

Commissioner DeNapoli commented that he was unlikely to vote for the proposed contract unless the automobile provision is phased out, and reiterated his concerns with the contractual amount based on prior pay as well as the possibility of a large CPI. Commissioner Pouloupoulos observed that the concept of CPI is based on keeping individual salaries in line with the costs of living; if this is not done, the contract is effectively devalued.

Commissioner DeNapoli recommended adding language specifying the use of the June COLA as well as lowering the contractual amount to \$225,000 and removing the final sentence in Section 6.3.

Commissioner Graziano pointed out that the amount proposed by Commissioner DeNapoli was not the amount that resulted from negotiations. He also requested more information regarding the car provision, asking for clarification of the lease period. Interim Town Manager Rubach replied that the Town's leases renew every five years. Commissioner Graziano asserted that this meant the Town would continue to have the

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car for the duration of that lease period, and it could be expensive for the Town to discontinue the lease by buying it out.

Commissioner Graziano continued that the Interim Town Manager was provided with a car by a former Commission in order to meet the requirements of his former position as Deputy Town Manager/Public Works Director. Interim Town Manager Rubach confirmed that he has had the vehicle for roughly two years and has accrued fewer than 12,000 miles on it.

Commissioner Graziano concluded that unless the Interim Town Manager indicated willingness to accept changes that had not been part of the negotiations, he felt the Commission should move forward to approve the Resolution.

Commissioner Pouloupoulos stated that one consideration during negotiations had been the environment into which a new Town Manager would be entering. He pointed out that Staff is currently short-handed and the Interim Town Manager has assumed many other responsibilities during this time. This was considered when compensation was negotiated. He emphasized the importance of ensuring that the Town Manager was satisfied with the compensation for the work he performs for the Town, and also acknowledged that there were significant conciliations made by the Interim Town Manager during negotiations.

Commissioner Pouloupoulos continued that while he shared other Commissioners' concerns regarding the car provision, this was the norm for many municipalities. Commissioner DeNapoli stated once again that he felt this practice should be phased out as an unnecessary benefit. Interim Town Manager Rubach indicated he would not agree with this suggestion as part of the current contract.

Vice Mayor Strauss stated that he did not take issue with providing the Town Manager with a car. He pointed out that there are examples of both municipalities and Police employees who receive car allowances or provisions as benefits, which he felt could be useful in attracting and retaining a good Town Manager.

Mayor Malkoon advised that he was also in favor of phasing out the car provision, and thanked the Interim Town Manager and Commissioner Pouloupoulos for their negotiations.

Commissioner Pouloupoulos reminded his fellow Commissioners that any motion on this Item would need to include the change to the language of the final sentence of Section 6.3, as previously noted.

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Commissioner Poulopoulos made a motion to approve the proposed contract with the removal of the last sentence in paragraph 6.3.

Commissioner DeNapoli seconded the motion with an amendment to phase out the vehicle provision upon first renewal of the lease.

It was estimated that the lease in question would be up for renewal in three years.

Interim Town Manager Rubach asked what would happen regarding the proposed contract if he did not agree to the proposed amendment. Town Attorney Trevarthen replied that this would mean the contract cannot be approved tonight and negotiations would resume.

It was further clarified that Commissioner Poulopoulos would need to accept or decline Commissioner DeNapoli's proposed amendment. Commissioner Poulopoulos stated that he would not accept the amendment.

Commissioner DeNapoli withdrew his second of the motion.

Vice Mayor Strauss seconded Commissioner Poulopoulos's motion as he had stated it, including the amendment to Section 6.3.

Commissioner Poulopoulos stated that he wished to clarify his reason for declining to accept the amendment: the Town Manager's contract may be up for renegotiation in three years, at which time there would be no lease for a car and therefore no need to agree on it.

Commissioner DeNapoli asserted once more that he would not vote in favor of the contract due to the car provision, and recommended that the Commission determine when the lease would be up for renewal so there could be further discussion of phasing it out.

Commissioner Poulopoulos pointed out that he did not wish to include an amendment regarding the car provision in the current contract, as the Interim Town Manager is already using a Town vehicle and had done so as Public Works Director.

Commissioner DeNapoli asked if the **motion** and **second** would also establish the CPI dates in addition to amending the language of Section 6.3.

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Commissioner Poulopoulos and Vice Mayor Strauss amended their motion and second to specify use of the June CPI figure, and for the language referring to the CPI mirror the language applied to the CPI for Commissioners.

Finance Director Lang clarified that the car currently used by the Interim Town Manager has a 60-month lease term, of which 19 months have passed. There are 41 months remaining on the lease.

Motion carried 4-1 (Commissioner DeNapoli dissenting).

Town Manager Rubach thanked the Commission and Town Staff for the opportunity to continue serving the Town.

d. Resolution 2025-53 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180’S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT.

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

Town Attorney Trevarthen explained that Senate Bill (SB) 180 was enacted during the last session of the Florida Legislature. At that time, the bill included provisions that had not appeared in its earlier versions, and was signed into law despite activity opposing those provisions and requesting a veto.

Sections 18 and 28 of SB 180 would strip home rule power over land use and zoning from municipalities. Section 28 establishes a period retroactive to August 1, 2024 and prospective to October 1, 2027, while Section 18 permits home rule to be stripped again in one-year increments in the event that Broward County is named during a certain kind of hurricane declaration. The preemption is not limited to whether or not Broward County experiences a storm or any damage from it, nor is it limited to the protection of properties that are damaged by a storm.

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For these reasons, many municipalities have expressed concern with the passage of SB 180 and have requested that their counsel look into whether or not there was a basis on which it could be challenged. When it was determined that such a basis existed, the lawsuit was filed at the end of September 2025. Nearly 30 municipalities and counties across Florida have chosen to participate in the suit.

Town Attorney Trevarthen emphasized that the impact of the bill is limited to new exercises of home rule authority. The legislation does not disturb the Town's current regulations, such as zoning law and the Comprehensive Plan; however, if the Town enacts any new legislation that could be perceived as "more restrictive or burdensome," which is not defined by the bill, the Town would be at risk of lawsuits and the potential payment of plaintiffs' attorneys' fees. Updating the Comprehensive Plan would also pose a risk, as the state could refuse the update.

Commissioner DeNapoli requested clarification of what the proposed lawsuit may accomplish. Town Attorney Trevarthen explained that the suit seeks to remove Sections 28 and 18 of SB 180 under a number of different theories which assert that the legislation is improper and should be enjoined by the court.

Town Attorney Trevarthen added that there are already steps underway to potentially change SB 180 in the coming Florida legislative session. It is not yet known whether or not these efforts may be successful.

The suit was initiated on behalf of several clients and other municipal attorneys who reached out to Weiss Serota Helfman Cole & Bierman. Not all of these entities are clients of the firm, and the municipalities and counties are from across the state of Florida. Town Attorney Trevarthen emphasized that it is the Commission's decision whether or not to join the suit.

Commissioner DeNapoli asked if the suit is related to preserving height limits within Lauderdale-By-The-Sea, or could potentially affect those limits. Town Attorney Trevarthen advised that SB 180 prevents the Town from taking actions in the future which are more restrictive or burdensome, retroactive to August 1, 2024. While the Town's height limits predate that time frame, there may be unexpected activity within the next three years or within the one-year increments, based on future hurricanes. During those time frames, the Town may want to enact more restrictive legislation that could be related to height limits.

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Commissioner DeNapoli observed that adding the Town to the suit would cost \$10,000. Town Attorney Trevarthen stated that this is the basis upon which all plaintiffs are represented. In the event of future appeals, potential payments may also be a possibility.

Commissioner DeNapoli requested additional information regarding the cost of adding the Town to the suit. Town Attorney Trevarthen stated that some structure for payment was required in order to bring the litigation; in addition, the firm has determined from previous experience with litigation on behalf of multiple local governments that it is necessary to take an even-handed approach and treat all participants the same way. She further clarified that the cost is not only a payment for filing the complaint, but to litigate the entire issue.

Commissioner DeNapoli asked if the Town would pay hourly rates related to the suit. Town Attorney Trevarthen clarified that hourly rates are unrelated to the legislation. The cost of trial litigation is a flat rate of \$10,000 per municipality or county.

Commissioner Pouloupoulos observed that 25 municipalities are already participating in the complaint as plaintiffs. He noted that the suit is being filed with or without the Town's participation, suggesting that this meant the Town would benefit from it in any case. Town Attorney Trevarthen advised that if the firm successfully secures injunctive relief, they would argue that every municipality in Florida should similarly benefit from that relief. This does not mean, however, that the state would not argue that the benefit should be limited to plaintiffs.

Commissioner Pouloupoulos confirmed that in the past, the state has made arguments of this nature, limiting at least temporary injunctive relief during litigation and/or appeal to the plaintiffs. Town Attorney Trevarthen reiterated that while the firm will argue in favor of injunctive relief for all municipalities, this will ultimately be decided by a judge. She emphasized that the preferred outcome for this issue would be for the Florida Legislature to address the bill itself.

Commissioner Pouloupoulos asked what would happen regarding the retainer fee if the Town pays to participate in the suit and the Florida Legislature then changes the legislation. Town Attorney Trevarthen stated that the firm has worked on the suit for months and would continue to seek injunctive relief in the interim. She characterized the Item as an opportunity for the Town but not a recommendation.

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Commissioner Poulopoulos requested clarification of the current status of the case. Town Attorney Trevarthen replied that it has been filed, but no developments have occurred thus far. The firm is in the process of pursuing preliminary injunctive relief as the first step.

Commissioner Poulopoulos also requested clarification of the reason the suit has been filed in Florida's Second District Court of Appeals (DCA). Town Attorney Trevarthen explained that the suit must be filed within that jurisdiction because it is where the agencies charged with administering SB 180 are located.

Commissioner DeNapoli observed that the Town has not passed any legislation that might require injunctive relief. Town Attorney Trevarthen explained that the more accurate question would be whether or not the Town has taken any legislative action since August 1, 2024, or would do so within the next years, which might be considered more restrictive or burdensome. While the Town has not amended its Comprehensive Plan, it has made changes to land development regulations. The fact that there is no definition to the terms "more restrictive or burdensome" means that any party, even one not affiliated with the state, would be able to sue.

Commissioner DeNapoli noted that the Florida Legislature's next session will begin in January 2026, and pointed out that the issue could be decided by then. The Legislature may also choose to revisit SB 180 as a "glitch bill" and correct any unanticipated mistakes. Town Attorney Trevarthen again emphasized that it is the Town's choice whether or not to participate.

Mayor Malkoon noted that both Fort Lauderdale and Pompano Beach are participants in the suit. Town Attorney Trevarthen confirmed that the municipalities represented in the bill are from across the state of Florida.

Commissioner Graziano observed that while he has traditionally opposed paying more to counsel than their hourly rate, the Town has budgeted funds from which the \$10,000 could be taken for legal use. He asked if the number of participants in the suit might make a difference, particularly if they comprised a majority of South Florida and Broward County municipalities and counties. Town Attorney Trevarthen reiterated that the participating municipalities are from across the state.

Commissioner Graziano asked if the existence of the suit could influence the Florida Legislature to reconsider its actions. Town Attorney Trevarthen replied that the Legislature is seriously discussing revisiting SB 180, which she did not believe was a coincidence; in addition, cities and counties have experienced difficulty with the

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implementation of the bill, which has invalidated large portions of some communities' Comprehensive Plans and Code updates. The lack of definition regarding more restrictive or burdensome items may also be concerning with regard to implementation.

Town Attorney Trevarthen concluded that the firm would not bring forward a suit of this nature without a minimum number of plaintiffs, as participation from a range of communities that have different characteristics sends a message.

Commissioner Graziano commented that it is possible the Town will benefit from the suit whether or not they choose to participate in it. He concluded that he did not oppose the Resolution.

Mayor Malkoon observed that while the Town has not recently passed legislation that may be affected by SB 180, the issue is one of home rule.

Town Manager Rubach advised that the Town has begun compiling documentation for Comprehensive Plan review, and SB 180 would have a significant impact on updating that Plan should it continue to exist. He added that the bill could potentially impact the Town even if a storm does not directly affect it.

Mayor Malkoon requested more information on what might be considered more restrictive or burdensome. Town Attorney Trevarthen stated that without defining these terms, any individual who does not agree with action taken by a community would be able to bring forward a suit against it. The language of the bill does not include modifying terms such as "substantially" or "materially."

Commissioner Graziano made a motion, seconded by Mayor Malkoon, to participate. Motion failed 2-3 (Vice Mayor Strauss, Commissioner DeNapolì, and Commissioner Pouloupoulos dissenting).

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 9:10 p.m.

Mayor Edmund Malkoon

Mayor Edmund Malkoon

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ATTEST:

Courtney Easley

Courtney Easley, Acting Town Clerk

11/21/2025 | 1:49 PM EST

Date