



CITY OF FORT LAUDERDALE

**MEETING MINUTES  
CITY OF FORT LAUDERDALE  
NUISANCE ABATEMENT BOARD  
FIRE STATION 2 – 528 NW 2<sup>ND</sup> STREET, 3<sup>RD</sup> FLOOR  
FORT LAUDERDALE, FLORIDA 33311  
THURSDAY, OCTOBER 12, 2023, 7:00 P.M.**

**Cumulative**

| <b>Committee Members</b>  | <b>January-December 2023</b> |                |               |
|---------------------------|------------------------------|----------------|---------------|
|                           | <b>Attendance</b>            | <b>Present</b> | <b>Absent</b> |
| Joel Slotnick, Chair      | P                            | 7              | 0             |
| Glen Lindsay , Vice Chair | P                            | 6              | 0             |
| Robert Phaneuf            | A                            | 4              | 3             |
| Avigdor Pemper            | P                            | 7              | 0             |
| Chris Smith               | A                            | 0              | 1             |

**Staff Present**

Detective Jameson Jones  
Detective Carlton Smith  
Joyce Hair, Board Clerk  
Carla Blair, Recording Secretary, Prototype, Inc.

**Communication to the City Commission**

None.

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| <b><u>Item No.</u></b> | <b><u>Case Number</u></b> | <b><u>Respondent</u></b>                                      | <b><u>Page</u></b> |
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| 4.                     | 23-02-01                  | 18 NW 1 <sup>st</sup> Ave., One Stop Shop –<br>Status Hearing | 2                  |
| 5.                     | 22-11-03                  | 5100 N State Road 7, Plaza Hotel –<br>Status Hearing          | 3                  |
| 6.                     | 23-05-03                  | 3081 NW 19 <sup>th</sup> Street –<br>Evidentiary Hearing      | 10                 |

**Purpose:** Promote, protect, and improve the health, safety, and welfare of the citizens by imposing administrative fines and other non-criminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing ordinances under circumstances when a pending, or repeated violation continues to exist.

**1. Call meeting to order; Pledge of Allegiance**

The meeting was called to order at 7:05 p.m. and the Pledge of Allegiance was recited.

**a. Introduce new member Chris Smith**

New Board member Chris Smith was not present at the meeting.

**2. Roll call; witnesses sign log; swearing in**

Roll was called and it was noted a quorum was present.

**3. Approval of 2024 Nuisance Abatement Board meeting dates**

Board Clerk Joyce Hair advised that meetings are scheduled for the second Thursday of each month, with no meeting in August 2024. It was noted that the November 2024 meeting date would need to be double-checked to ensure there is no conflict.

The Board agreed to postpone their vote on the meeting dates until the next meeting.

Any individuals planning to speak at tonight's meeting were sworn in.

**4. Approval of minutes for September 14, 2023**

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, to approve. In a roll call vote, the **motion** passed unanimously.

**Cases**

**5. Case Number 23-02-01**

**18 NW 1<sup>st</sup> Ave.**

**One Stop Shop**

- **Status Hearing**

Detective Jameson Jones reported that during the past 30 days, there were two reported calls from the subject property, including a hit-and-run accident off the property and an unfounded call for lewd and lascivious behavior. An unfounded call occurs when an Officer responds to a call but cannot verify the reported activity.

Detective Jones continued that he and Detective Carlton Smith visited the property on October 2, 2023 and found the property to be clean, well-lit, and in full compliance. The store is doing everything the Nuisance Abatement Board (NAB) has asked of them. He felt the business will maintain compliance after it is released from Board jurisdiction in February 2024.

Mr. Pemper asked if a property can be released from Board jurisdiction ahead of schedule. Chair Slotnick stated that he would reach out to Assistant City Attorney Don Londeree for clarification of this issue. Detective Jones added that the property may be

up for sale in the future, and explained that he did not want the NAB's jurisdiction to affect the potential sale.

**5. Case Number 22-11-03**

**5100 N State Road 7**

**Plaza Hotel**

- **Status Hearing**

Detective Jones reported that since the September 2024 meeting, there have been a total of 40 calls for service from the property, including:

- Two larcenies
- Two burglaries
- Two assaults
- Three trespasses
- Two fights

Detective Jones has reviewed all the calls for which reports were submitted, and advised that they mirror the previous two months' calls, reflecting an ongoing problem with burglaries. There does not seem to be a discernible pattern of dates/times, and the narrative follows the same trajectory as reported in September: guests have reported that items had gone missing from their rooms. None of the incidents involved forced entry.

Detective Jones continued that he and Detective Smith visited the property multiple times, and provided photos from their visit on October 5, 2023. A light has gone out on the northeast side of the parking lot, and doors continue to be propped open late at night. There was greater pedestrian activity in the darkened section of the parking lot, and no security guard was seen during the visit.

Detective Jones continued that a Patrol Officer who responded to the hotel on October 4, 2023 advised him that he had spoken to two guests in two weeks who alleged they paid cash for their rooms. Detective Jones played a clip from the Patrol Officer's body camera video reflecting the Officer's interaction with a guest and with the hotel's front desk clerk. He noted that the clerk informed the Officer that cash is accepted by management's discretion in order to boost occupancy. The guest told the Officer that she rents a room using a mobile app, but extends her rental time and pays cash for that extension. The guest was not the individual who uses the room, but rented it for a different person or persons.

The incident to which the Officer responded occurred on October 4. On October 5, Detective Jones requested a folio from the hotel regarding how the room in question was rented. The folio indicated that the guest's credit card appeared to have been charged and then refunded. He concluded that the Police have ongoing concerns regarding deposit amounts, acceptance of cash, and crimes on the property.

Jay Gordon, representing the Plaza Hotel, stated that during his time at the front desk, he realized that some guests will make reservations using a third party, such as a mobile app, and later choose to extend their stay. When they make this extension, the hotel encourages them to provide a form of payment such as a debit or credit card. When they do not have access to these methods of payment, their alternative is often to pay in cash. He confirmed that he has accepted a small balance of \$119 to \$200 to satisfy this payment. In addition, some guests routinely extend their stay each night, making back-to-back third-party reservations. Once they have provided the \$200 incidental payment, this credit is transferred to the new reservation.

Mr. Gordon continued that guests may not make a walk-in reservation with cash. In the case to which the Patrol Officer responded, the guest in question made an initial reservation for one night, which she later chose to extend. The payment for the extension was made in cash. Mr. Gordon emphasized that when cash payment is accepted, it is typically when the guest extends their original reservation and there are insufficient resources on their debit or credit card to use that form of payment for the extension. Robert Yale, also representing the Plaza Hotel, confirmed that there have been times in which a guest cannot pay their balance with any method other than cash.

Chair Slotnick pointed out that the Board has been very sympathetic to the hotel with regard to their need to maintain business while complying with the Board's requirements. He asked why third-party entities, such as reservation apps, do not make it clear that the hotel does business strictly through credit cards. He noted that acceptance of cash payment is a direct violation of the Board's orders, as discussed in numerous meetings.

Chair Slotnick concluded that there is no reason the hotel's customers, or its third-party reservation sources, should not understand the hotel is a credit card only business, particularly while it remains under the NAB's jurisdiction.

Mr. Pemper also observed that the acceptance of cash payments to extend a stay is exactly what is prohibited by the Board's requirements. If the guest cannot pay with any means other than cash, they are supposed to leave the hotel.

Mr. Gordon explained that the card initially on file for the guest in the October 4 incident did not have sufficient resources for the extension. For this reason, the agent at the time accepted cash. He added that other incidents had occurred in which a guest was present over multiple nights and their card lacked sufficient resources to pay the balance. The guest could only satisfy their outstanding balance in cash.

Chair Slotnick stated that if the guest has sufficient cash to pay their balance, they should be able to make arrangements to make a payment on their card. He pointed out that it is the hotel which is in violation when cash payment is accepted.

Mr. Pemper suggested that the guest may not have a credit card or may have a relatively small line of credit which cannot be extended. Chair Slotnick asserted that the guest could put the money into their bank account and make a payment on their card.

Mr. Yale advised that the hotel's policy of accepting credit cards only and requiring a deposit is listed on third-party reservation sites. He reiterated that the customers who are providing cash to cover a balance are booking their reservations with credit cards and later extending their stays. While the hotel seeks to limit this activity, mistakes can happen at the front desk, resulting in a balance.

Detective Jones stated that the Board's order from January 2023 states the hotel will implement a policy requiring a \$500 deposit for room rental by March 1, 2023. He recalled that in the past, Mr. Yale had expressed concern that this requirement seemed very high.

Mr. Pemper asked why the front desk clerk would not immediately charge the guest's credit card when an extension is requested. Mr. Gordon explained that authorization for the requested extension amount may not go through. Mr. Pemper stated that the guest should then be informed they cannot extend their stay.

Chair Slotnick suggested including an additional night's reservation cost in the charge for incidentals. Mr. Gordon explained that the incidentals charge is a security hold: if a guest extends their stay for one or two nights, once that extension is broken down into room and tax charges, a small balance often remains. He estimated that 30% of the hotel's guests extend their stays; however, often the hotel may not catch this extension until later in the day, when the guest's belongings are still in the room. If the card on file does not cover the cost of the extension, the only payment method is cash.

Mr. Yale reiterated that since the hotel has been under the Board's jurisdiction, there are no full-length room payments made in cash, and all reservations include credit or debit card payments. He attested that a procedure has been put into place prohibiting the acceptance of cash, and that a guest who wishes to extend their stay is never asked to pay in cash; however, if the guest does not leave and the hotel requires payment, they do accept cash.

Mr. Yale continued that while he has put procedures into place and manages the hotel from a distance, the reality of hotel business is that when a customer leaves their belongings in a room during an extended stay, the hotel can either gather their belongings and make them leave, or allow them to pay in cash.

Vice Chair Lindsay requested an update on the hotel's situation with regard to room locks and access. Detective Jones stated that the hotel has replaced every room lock with a key system that tracks entry and exit. While some doors remain in disrepair, it was the Detective's opinion that this was not the source of the burglaries: he felt this was due to guests leaving their doors open, misplacing property, or having other people in their rooms.

Mr. Yale advised that many of the current burglary issues appear to be related to guests having people in their rooms. He is working to eliminate this, and cited the example of removing two people from the premises who were walking the hotel's corridors.

Mr. Pemper asked how much of the hotel's business is conducted in cash. Mr. Gordon estimated that this is 10% to 15%, used to settle small balances.

Mr. Pemper asked how it is known that cash payments are linked to problems at the hotel. Detective Jones advised that the initial objective was to deter the rental of rooms for the purpose of narcotics dealing, which would make it difficult to trace the party that is funding the room. Cash is also typically paid for rooms that are rented for prostitution or sub-leased for another party. While there is no direct correlation between cash payment and crime or calls for service, the Police generally see cash payments when reviewing the records for a room where an incident occurred.

Mr. Yale stated that he manages multiple hotel properties and has also observed that cash payments are associated with issues on those properties. He felt the correlation exists when there are no controls on the rental of rooms and guests do not have to have credit cards at all, as that lack of requirement permits cash payments or use of false identification.

Mr. Pemper also asked how the hotel permits sub-leasing of rooms. Mr. Yale stated that this is not permitted, and is specifically prohibited on room confirmations; however, it is difficult to control. Signage is posted stating that any guests to rooms must be registered, and security is asked to enforce this requirement at night by removing unregistered guests.

Mr. Pemper stated that he found it difficult to trust the parties responsible for the Plaza Hotel, as they were aware they were not supposed to permit cash payments. He asserted that the right thing to do would have been for management to reach out to the Detective and the Board to explain that a caveat for cash payments may be necessary in some circumstances, rather than allowing the Board to find out in this manner.

Mr. Yale stated that he had discussed the issue of cash payment for balances with Detective Jones. Detective Jones advised that this discussion addressed circumstances in which a guest's card is declined and the guest has no other method of payment, in which case the hotel would be legally obligated to accept cash. The difference is whether cash is accepted at the beginning or the end of a stay.

Detective Jones recalled that the Board's order was written in a way that will accept a deposit of \$500, effective in March 2023; however, the order did not state that this deposit may be cash or credit, as the spirit of the order was to retain sufficient payment to cover the potential decline of a credit card. This meant the hotel was, by order, allowed to accept

a cash deposit as long as it was \$500. The order did specify that reservations cannot be paid for in cash.

Chair Slotnick asked how the Board can control what it is meant to control if there are different scenarios that offer other options to the hotel. Detective Jones replied that the Board can clarify the method of payment for a deposit which both works for the hotel and satisfies the Board's requirements.

Mr. Yale suggested that the hotel could raise the cash deposit requirement to \$500 and strictly enforce it. If a guest does not have this amount in cash, they would need to cancel their reservation. For a credit card deposit, however, he recommended that the amount be lowered to \$150 or \$200. A credit card deposit of over \$200 would not make sense for the Plaza Hotel.

Chair Slotnick pointed out that when a guest reserves a hotel room through a third-party site, a credit card is required to make that reservation. Mr. Yale explained that some guests book rooms through those sites using another individual's card. The third-party site then pays the hotel. If the hotel learns that a fraudulent card was used to reserve a room, they are required to remove the guest immediately and the site takes their money back.

Chair Slotnick requested clarification of Detective Jones' recommendations. Detective Jones replied that he would recommend modifying the Board's order to the hotel will implement a policy permitting a \$500 cash deposit, which could be \$150 if charged to a credit card. The rest of the order, which states the hotel will not accept cash for new payment or new reservations, would continue to apply with no change.

Mr. Yale advised that \$150 is the deposit rate applied to all his company's hotels in Canada, with the exception of five-star hotels, which require \$250.

Chair Slotnick recommended that the \$150 credit card deposit rate would be in effect for three months to determine how well this change works. Its effectiveness can be revisited after that time frame.

Mr. Yale advised that a guest's stay would automatically be extended if they have not checked out of their room by a certain time. A \$150 deposit might cover one day's extension, but the guest would need to leave the next day. He confirmed, however, that there are some cases in which the guest would not inform the hotel that they need to extend their stay and would leave their belongings in the room. The hotel can then either leave the guest's property in the room and charge them again, or gather their property and turn the room for rental.

**Motion** made by Mr. Pemper to amend the order to reflect that the owner or owner's designated manager will implement a policy that a deposit for renting a room will be paid \$500 by cash or \$150 via credit or debit card.

It was further clarified that the hotel would accept no cash for a direct room rental.

Vice Chair Lindsay asserted that he had no interest in modifying the order. He pointed out that the order dated December 19, 2022, includes a number of provisions which have not been met, including upkeep of entrances and lighting. An additional order dated February 1, 2023 states there will be a \$500 deposit requirement for which no cash will be accepted; however, cash has been accepted. Another order dated July 18, 2023 allowed the property 90 days to repair its entrances, which still appear to be in disrepair. He concluded that he was not inclined to work with the Plaza Hotel further, as these previous orders have been willfully disregarded and disobeyed.

Mr. Yale stated that lights have been previously repaired and have broken again. The hotel has also made a \$13,000 deposit for improved lighting throughout the parking lot. Outdoor speakers will also be added to play music which could discourage activity in the parking lot. Ten cameras will also be added to the property before the next meeting.

Mr. Yale continued that the new doors are scheduled to arrive on the property on October 27-28, 2023. He was certain that this requirement can be satisfied by the next Board meeting date, recalling that he had requested an extension the previous month.

Mr. Yale concluded that the hotel has been in disrepair for many years, and that over the past six months, significant progress has been made to improve it. He noted that 70% of Code inspection violations noted the previous month have been addressed, including fencing, interior pipes, and the 40-year structural inspection. He felt with an occupancy rate of 140 rooms per month, 40 calls for service in that month were "not that bad."

Detective Jones advised that the Board can fine the hotel a maximum of \$250/day per item for failure to reach compliance. This can be revisited at a subsequent meeting to determine whether or not the Board wishes to collect or forgive those fines.

Detective Jones continued that the issue facing the hotel is that some of the noncompliance issues are long-standing, while others have been addressed as required. The Board is first asked to find whether or not the hotel is in compliance and vote on that.

Mr. Pemper stated that his preference would be to find the hotel is not in compliance and fine them \$250/day for four days, resulting in a fine of \$1000. He also wished to amend the order as stated in his **motion**. Detective Jones further clarified that this **motion** remains under discussion.

Chair Slotnick requested clarification of Vice Chair Lindsay's stance on the **motion**. Vice Chair Lindsay **seconded** the **motion**, clarifying that this was for purposes of holding a vote.

Detective Jones noted that according to *Robert's Rules of Order*, the party that **seconds** a **motion** may not speak in disapproval of that **motion**.

Vice Chair Lindsay **withdrew** his **second**. The **motion** died for lack of second.

Detective Jones also recalled that the Board made a motion at the previous meeting related to the implementation of a Police detail. He recommended extending the time frame of that motion for another 30 days, as the Police detail has only recently been up and running. The delay was through no fault of the hotel.

Detective Jones concluded that he recommended no change to the detail other than the extension of the order from October 12, 2023 through November 9, 2023.

**Motion** made by Mr. Pemper, seconded by Vice Chair Lindsay, to extend as advised and recommended by the Detective. In a roll call vote, the **motion** passed unanimously.

Mr. Yale requested that the Board revisit its earlier motion addressing the cash deposit, stating that it made no sense to him to accept a \$500 deposit on a credit card for this type of hotel.

Vice Chair Lindsay stated that he did not feel the order is unclear, as it specifies effective dates and clarifies that no cash is allowed. He pointed out that these requirements have been on the books for roughly eight months, and that the hotel has accepted "well under \$500" because its representatives did not find the amount to be practical.

Vice Chair Lindsay continued that while the order written in February 2023 prohibits cash, the Board is hearing, in October, that cash is being accepted and the hotel has not abided by the \$500 deposit. He concluded that what he has heard is that the hotel has been lying to the Board for eight months because they found aspects of the order to be impractical.

Mr. Pemper reiterated his suggestion to fine the hotel for lack of compliance.

Mr. Yale stated that he also agreed the hotel should be fined, and added that had he been present in February when the order was written, he would have attempted to negotiate the \$500 deposit requirement, as it makes no sense for the Plaza Hotel.

Chair Slotnick stated that the issue of the deposit was currently "off the table" and would be revisited at next month's meeting. He further clarified that there would be no change to that language.

Detective Jones advised that the Board should still vote upon whether or not the hotel is out of compliance.

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, for no finding of noncompliance today and to reconsider on November 9 whether or not to assess any fines. In a roll call vote, the **motion** passed unanimously.

Detective Jones clarified that the current order in place will remain so, and the hotel has not been found noncompliant at this time.

**6. Case Number 23-05-03**

**3081 NW 19<sup>th</sup> Street**

• **Status Hearing**

Detective Jones reported that there have been 34 service calls for this property in the last month, which is similar to the previous month. The three calls resulting in written reports included:

- Vandalism
- Domestic disturbance in parking lot
- Stolen vehicle recovered in the parking lot

Other calls for service were general reports of disturbances or noise.

Detective Jones advised that upon inspection of the store on October 5, 2023, he noticed there seemed to be an increase in the number of people “hanging out” at the store, which has not been an issue since the Board took jurisdiction. He recommended that management address this before it becomes a problem. He also noted that the property manager who attended previous meetings no longer represents the subject property.

Detective Jones continued that he visited the store one week after the September 2023 meeting and was granted access to all cameras. The property is in compliance with the order.

Darmindra Persaud, property owner, stated that he now realizes the Board has no interest in discussing the tenant on his property, as its only interest is in his own compliance. He apologized for the lack of report from the property manager at a previous meeting, and concluded that he would ensure that he satisfies the Board’s requirements going forward.

Mr. Persaud added that there have also been Code Compliance issues with the subject property. He has addressed these issues as well and the property is now fully compliant with Code, and requested clarification of any other issues in need of address.

Mr. Persaud continued that he recently refinanced the property, and requested clarification of where the property currently stands with regard to fines. He explained that \$30,000 is currently being held in escrow depending upon whether or not previously discussed fines apply.

Detective Jones advised that when orders are initially written and fines are held in abeyance, the Board can exercise its discretion regarding whether or not to collect those fines.

Vice Chair Lindsay asked if, should the Board vote to discharge the additional portion of the lien based on the property's compliance to date, they would also have the jurisdiction to reinstate the fine if a new finding of noncompliance comes to light at a later date. Detective Jones replied that the order establishes a fine or investigative cost amount, 50% of which the owner has already paid. The remaining 50% continues as a lien. He was not certain of whether the lien is for the specific amount of the remaining 50%, or if the lien exists strictly because the property is under the Board's jurisdiction.

Mr. Persaud continued that he spoke to the closing attorney, who informed them that he could legally hold the escrow account only for a limited time. He concluded that the property is sold, but the \$30,000 in escrow will not be released unless the other party knows the fines will not be imposed. This is in case the \$250/day fine is imposed once more by the Board.

Vice Chair Lindsay suggested that the Board find the property to be in compliance as of today's date; however, the Board is not in a position to release the property from its jurisdiction at this time. Mr. Persaud clarified that the title company is not asking for a release from jurisdiction, but is asking specifically if the fines will be imposed.

Detective Jones noted that the order assessing investigative costs and imposing fines, which has been recorded in Broward County, shall constitute a lien against the property and may be subject to foreclosure. He advised that the Board would need to find the property to be in compliance and waive the remaining 50% of the fine, which is currently the only outstanding factor.

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, to find the property is presently in compliance and has been in compliance while under the jurisdiction of the Nuisance Abatement Board, and that there are no fines presently pending or accruing. In a roll call vote, the **motion** passed unanimously.

Detective Jones concluded that he would follow up with the City Attorney's Office to provide Mr. Persaud with a letter clarifying his compliance.

## **7. Board Discussion**

It was noted that the next NAB meeting is scheduled for November 9, 2023.

Detective Carlton Smith introduced himself at this time, stating that he would transition into Detective Jones' role with the Board in the future.

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There being no further business to come before the Board at this time, the meeting was adjourned at 8:42 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by K. McGuire, Prototype, Inc.]