



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, NOVEMBER 9, 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 (arr. 7:23)	P	7	0
Chris Smith	A	0	1

**Staff Present**

Detective Jameson Jones  
Detective Carlton Smith  
Joyce Hair, Board Clerk  
Don Londeree, Assistant City Attorney  
Carla Blair, Recording Secretary, Prototype, Inc.

**Communication to the City Commission**

None.

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**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 7:00 p.m. and the Pledge of Allegiance was recited.

**a. Introduce new member Chris Smith**

Mr. 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 not present.

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

**Cases**

- 5. Case Number 23-02-01**  
**18 NW 1<sup>st</sup> Ave.**  
**One Stop Shop**
- **Status Hearing**

Detective Carlton Smith stated that the property owner was unable to attend tonight's meeting due to an emergency. There have been only two calls on the property during the past 30 days, neither of which was significant. The owner has remained in contact with the Detective and the property is fully compliant with all Police recommendations.

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

- 7. Case Number 23-05-03**  
**3081 NW 19<sup>th</sup> Street**
- **Status Hearing**

Detective Smith reported that during the past 30 days, there have been 31 calls for service on the property, none of which were of concern. The property is in good standing, and the owner has kept in touch with the Detective.

- 6. Case Number 22-11-03**  
**5100 N State Road 7**  
**Plaza Hotel**
- **Status Hearing**

Detective Smith reported that during the past 30 days, there have been 31 calls for service, none of which were significant with regard to Police action.

Detective Smith continued that there had been a complaint regarding an individual selling drugs from Room 445 in the hotel. The business was unable to provide any information,

such as identification or payment method, on the renter. Some time later, the hotel's representative advised the Police that an employee had rented Room 445 for another person under a false name. He noted that this was more of an internal violation than a Police issue.

Robert Yale, representing the Plaza Hotel, stated that this situation was addressed with the employee, and that management had not been aware of the issue. No decision has been made by the hotel at this time.

Vice Chair Lindsay asked how long the room had been rented for the individual. Mr. Yale estimated that it was rented for eight to nine nights.

Detective Smith continued that the doors in need of replacement have been replaced. Mr. Yale noted that there are still issues with the doors being propped open, as the key card reader system has not yet been installed. This installation is expected later in November 2023 and should prevent further incidents of doors being propped open.

Chair Slotnick asked if there are any alarms on the doors which will sound if the door is kept open. Mr. Yale explained that when the door is open for too long, the security team receives a notification and responds. The only way to address this issue is to install the key card reader.

Detective Smith continued that lighting on the property has been improved, although he noted that four of the lights turn on and off. Mr. Yale advised that the photo cells for these lights were overly sensitive and this issue has been addressed. The full installation has not been completed and more lights are expected.

Detective Smith recalled that on October 24, 2023, he spoke with Mr. Yale regarding a Police detail. Mr. Yale did not recommend continuing this detail, as it has been very difficult to fill the positions. The hotel will bring in an additional security guard in lieu of the Police detail.

It was clarified that there is currently one security guard on the property at all times. Mr. Yale stated that he is considering bringing in a second guard. This second position has not yet been filled. Detective Smith confirmed that during a check on the property, a security guard was seen both inside and outside the hotel and walking through the back parking lot.

Detective Smith continued that during the inspection, a request was made to rent a room with cash. The Officer was informed that cash was not accepted on the property; however, the front desk employee informed the Officer that the hotel requires a \$100 to \$200 deposit, which is significantly lower than the \$500 discussed at the October meeting. He concluded that this represented a violation of the Board's requirements.

Detective Smith continued that there has been no communication regarding the installation of cameras. Mr. Yale clarified that an electrician is installing speakers and cameras but has not yet completed the installation. It is expected to be complete before the next meeting.

Detective Smith also noted that the hotel has a hearing scheduled before the Special Magistrate in December 2023 regarding Code violations discussed at a previous meeting.

Vice Chair Lindsay commented that while this month's report is a significant improvement over October, the Room 445 incident was a concern. He also observed that the security deposit amount will need to be addressed, as the current requirement of \$500 would affect the hotel's realistic ability to do business.

Mr. Yale requested that the Board address the security deposit amount. Chair Slotnick advised that once a quorum is present, the Board can vote to take action.

It was determined that this Item would be revisited once a quorum was present.

**8. Case Number 23-10-04**  
**1010 NE 17<sup>th</sup> Avenue**  
**Speedy's**  
• **Evidentiary Hearing**

Detective Smith stated that he has spoken with the property owner, who has indicated that he would like his legal counsel to be involved in the Board's process. Neither the owner nor his counsel could be present at tonight's meeting, and they have requested an extension until the December 2023 meeting. This extension was granted.

Detective Jameson Jones reported that the team has walked through the property and communicated with the property owner.

At this time the Board took a brief recess while awaiting a quorum.

Mr. Pemper arrived at 7:23 p.m. The meeting reconvened at that time and returned to discussion of Item 6, Case Number 22-11-03, the Plaza Hotel.

Detective Jones recalled that Mr. Yale had requested reconsideration of the amount of the security deposit. He also noted that due to the issues regarding filling the Police detail, it is no longer recommended that the detail be required, as Mr. Yale has indicated that the hotel will add another security guard.

Mr. Yale added that the hotel proposes to add more security for five days per week, possibly Wednesday through Sunday.

Chair Slotnick commented that he did not take issue with the proposed change in security in lieu of a Police detail.

It was clarified that the two issues will need to be addressed through two separate motions.

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, to amend the Board recommendations to revoke the Police detail in addition to the 24-hour security coverage that is already being provided, and an agreement or requirement to add 40 hours within the discretion of the company of additional detail be provided each week, as of November 13, 2023.

Vice Chair Lindsay clarified that the 40 hours to be added each week would be a security presence.

In a roll call vote, the **motion** passed unanimously (3-0).

Mr. Yale also requested that the Board consider reducing the amount of the security deposit to \$150 if by credit card. If the security payment is made using cash, it would remain \$500 in cash. He emphasized that the hotel does not accept cash payments, but may need to accept cash deposits if the customer cannot satisfy the deposit amount by credit card.

It was clarified that the current requirement is for a \$500 deposit payment which may not be made in cash.

Chair Slotnick commented that he did not mind this change, provided that it works. He recommended that any motion on this issue include a stipulation that it be revisited in three months to determine if the change has resulted in any issues.

Vice Chair Lindsay stated that while he had an issue with accepting cash, he did not want to impede the hotel's progress; however, he was not convinced that altering the deposit amount would be effective, as the hotel continues to have violations of the existing agreement. He acknowledged the commercial aspect of the issue, as well as the proactive stance on making improvements such as door replacements, although the issue of the room rented to the employee was a concern. He concluded that he was reluctant to allow cash to be used, and suggested that the Board revisit reducing the credit card deposit amount after the next 30 days.

Chair Slotnick asked if Room 445 was a Board issue. Assistant City Attorney Don Londeree confirmed that it was a Board concern, as it occurred on the property.

Attorney Londeree continued that he received a phone call from an attorney who requested paperwork showing that the Plaza Hotel is currently in compliance, with no fines currently accruing or expected against it, to the knowledge of the Board. He had

informed the attorney that the property remained under the Board's jurisdiction. The attorney had claimed to represent the property owner, and had indicated that he expected to close on the property in late December or early January 2024.

Attorney Londeree concluded that the individual was seeking a letter signed by either the Board Chair or a Detective associated with the Board, which would state that the property is compliant with no fines current or pending. A sample letter of this nature was provided to the Board members.

Mr. Yale recalled that at an earlier time, the property had been fined; however, during a subsequent Board meeting, he had been informed that the property would not be fined by the Board because it had come into compliance.

Mr. Yale explained that the property is for sale, as its current owner had encountered several issues they had not expected. Attorney Londeree added that the individual to whom he had spoken had indicated the property has effectively already been sold.

Chair Slotnick emphasized that even if the property has been sold, it remains under the Board's jurisdiction until it has been released. Attorney Londeree further clarified that the property, and not the owner, remains under this jurisdiction.

Mr. Yale stated that the buyer is seeking assurance that there are no fines for noncompliance against the property at present. Attorney Londeree advised that the concern seemed to be that notice of the Board's jurisdiction over the property is on the property's record when a title search is done.

Mr. Yale continued that he would continue to operate the hotel as if it had not been sold, which was why he had requested reconsideration of the security deposit payment.

Ms. Hair noted that the Board's jurisdiction runs through December 20, 2023. It is also possible for the members to vote to extend their jurisdiction.

Vice Chair Lindsay pointed out that the sample letter states the property is in compliance with all Police recommendations, and asked if this was the verbiage that would be used if a letter was provided to the attorney. Attorney Londeree advised that the letter was only a sample.

Vice Chair Lindsay asked if a statement confirming no fines have been assessed would be sufficient to allay the attorney's concerns. He pointed out that the property is currently not compliant with Police recommendations, and that there have been historic issues with the property. Attorney Londeree replied that the statement may be sufficient. It would be provided to the attorney, who would share it with the closing agent. He emphasized that the decision is left to the Board's discretion.

Chair Slotnick requested clarification of the date on which the Board took jurisdiction over the property. It was confirmed that jurisdiction would not lapse before the December 2023 Board meeting. Ms. Hair further clarified that the first order was filed on December 20, 2022.

Attorney Londeree added that the Board may not end jurisdiction without a vote. They may also amend the letter as desired.

Chair Slotnick indicated that if the Board took any action regarding the letter, it would most likely be at their next meeting. Mr. Yale requested that they consider acting on the letter at tonight's meeting, as due diligence is underway on the sale of the property and it may be sold by the time of the next meeting. Delaying the process would mean the hotel could be closed for a significant time.

Mr. Yale continued that the reason for the credit card security deposit change is that the hotel is currently paying several Expedia relocation fees. The online booking company does not allow the hotel to refuse cash. If a guest is relocated to another hotel, the company bills the Plaza Hotel for that relocation.

Mr. Yale added that a \$500 deposit does not make sense for a credit card deposit. He felt \$150 was more reasonable, and did not believe this change would impact what is currently happening on the property.

Mr. Pemper asked if the relocation issue is specific to Expedia. Mr. Yale advised that it is an issue with all third-party agencies, through which 70% of the hotel's business is booked.

Vice Chair Lindsay asserted that if the third-party entities are taking issue with the City's exercise of its authority, this was not an issue related to the City's concern. Attorney Londeree stated that a business may refuse to accept cash if there is a business reason for doing so.

Mr. Yale further clarified that if the requirement for a cash security deposit remains at \$500, he can inform the third-party agencies that the customer does not have sufficient cash for the deposit, which is easier to dispute and would not result in the hotel being charged for relocation.

Vice Chair Lindsay **amended** his earlier **motion** as follows: **motion** to modify the cash conditions that the property owner can accept a cash deposit in the amount of \$500 in lieu of credit or debit card.

Mr. Pemper **seconded** the **amended motion**. In a roll call vote, the **motion** passed unanimously (3-0).

Vice Chair Lindsay read the sample letter, as requested by the attorney to whom Attorney Londeree had spoken, to the Board at this time.

Vice Chair Lindsay added that although he had no issue with advising prospective purchasers that they are not inheriting any City fines, he felt the property is technically not in compliance with the Board's recommendations. He emphasized that he did not wish to give any false assurances that there may be no impacts to a prospective owner in the future.

Mr. Pemper requested clarification of the issues with which the hotel is not in compliance. Vice Chair Lindsay stated that these include the cash acceptance issue. He noted that most doors have been replaced. Mr. Yale pointed out that the key card reader mechanism for the doors was not on the original order, and the doors have been changed.

Chair Slotnick pointed out that the Room 445 issue remained as well. Mr. Yale asserted that this issue was being investigated internally, as the room had been rented by an employee. No cash had been accepted for that room.

Mr. Yale continued that the prospective buyer understands that the hotel may be out of compliance in the future, but wished to be assured that the property is in compliance and no fines have been imposed. He felt the sale was in the best interest of the property.

Vice Chair Lindsay reiterated that his concern was that there have been previous findings and abated fines. He recommended that the letter's language be amended to state that no fines are presently imposed. He also confirmed that the property is in compliance as of today's date, although it has not always been compliant.

**Motion** made by Vice Chair Lindsay to authorize a letter from the Nuisance Abatement Board to prospective purchasers of the property, stating as follows: "Regarding the property located at 5100 N. State Road 7, Plaza Hotel, the City of Fort Lauderdale, NAB Case Number 22-11-03: the current status of the property concerning nuisance abatement is in compliance with all Police recommendations. No fines are presently imposed."

Mr. Pemper requested that the **motion** be modified to state "...is presently in compliance with all Police recommendations..." Vice Chair Lindsay accepted this **amendment** to his **motion**.

Mr. Pemper **seconded** the **motion**. In a roll call vote, the **motion** passed unanimously (3-0).

Mr. Yale requested that the Board address the amount of the credit card security deposit, again suggesting that this amount be \$150.

Detective Jones explained that when the Police recommendation was made regarding the security deposit, it had been with the intent of clarifying who was making the payment. The amount was less important than the electronic record.

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, to lower the credit card deposit from \$500 to \$195 with respect to credit or debit cards. In a roll call vote, the **motion** passed unanimously.

Mr. Yale recalled that at the previous meeting, the hotel had been found not in compliance because a door was not replaced within the established time frame. The issue had been abated until today's meeting. He concluded that the doors were out of compliance for approximately one month, but are now in compliance. It was clarified that no further action was necessary at this time.

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

**Motion** made by Vice Chair Lindsay, seconded by Mr. Pemper, to approve the 2024 dates. In a voice vote, the **motion** passed unanimously.

### **4. Approval of minutes for October 12, 2023**

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

### **9. Board Discussion**

There being no further business to come before the Board at this time, the meeting was adjourned at 8:09 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.]