

**City of Fort Lauderdale
Nuisance Abatement Board Minutes
City Hall, City Commission Chambers, 1st Floor
100 North Andrews Avenue
Thursday, May 11, 2006 at 7:00 p.m.**

	Attendance	2006 Cumulative Attendance 3/06 to 3/07		Total Meetings
		<u>Present</u>	<u>Absent</u>	
<u>Members</u>				
Douglas Reynolds, Chair	P	3	0	3
Harry MacGrotty, Vice Chair	A	2	1	3
Caldwell Cooper	P	1	2	3
Ginnee Hancock	P	3	0	3
David C. Svetlick	P	3	0	3
Pat Mayers, Alternate	P	3	0	3
Laurie Watkins, Alternate	P	1	2	3
<u>Staff Present</u>				
Marcia Gair, Board Clerk	P			
Bruce Jolly, Board Attorney	P			
Scott Walker, City Prosecutor	P			
Sgt. Anthony Vinson, Liaison	P			
Sandra Goldberg, Recording Clerk	P			

1. Call meeting to order, Pledge of Allegiance

Chair Reynolds called the meeting to order at 7:00 p.m.

2. Roll call, witness sign in, swearing in

3. Approval of minutes for April 13, 2006

Motion made by Mr. Cooper, seconded by Ms. Hancock to approve the April 13, 2006 minutes as submitted. In a voice vote, the motion passed unanimously.

4. Case Number 06-03-06, 640 Northwest 10 Terrace

- **Notice of Status Hearing**

Sgt. Vinson reported on the status of the case. Sgt. Vinson stated that Item No. 2, the owner has completed the lease addendum; Item No. 3, the owner has evicted the tenants for nuisance abatement crimes; Item No. 7, the owner replaced the fencing on the east side of the property; and the owner installed the flood lights on the side of the building. Sgt. Vinson stated he verified these stipulation requirements were completed and the owner is in full compliance.

Ms. Frankie Foeman, the owner of the property, was present.

Chair Reynolds inquired of Sgt. Vinson if the City was asking for any additional relief. Sgt. Vinson replied, no the case is resolved.

Chair Reynolds stated that being no further action needed the case is resolved; however, the Board retains jurisdiction until March 9, 2007.

5. Case Number 06-01-03, 1491 Northwest 22 Street
• **Notice of Status Hearing**

Sgt. Vinson reported on the status of the case. Sgt. Vinson stated that the only issue remaining is the eviction of the tenant in Apartment B. He stated that Mr. Brown has retained an attorney to complete the eviction.

Mr. Charles Brown, the owner of the property was present. Mr. Brown reported that the status of the eviction of the tenants in Apartment B is in the second step whereby twenty-four hour notice of eviction will be issued in four to five days. Mr. Brown stated that the first step, the time to allow the tenant to debate the eviction, has passed; the tenants did not debate the eviction. Mr. Brown submitted proof of filing of the eviction for the Board's records.

Chair Reynolds stated that the document provided to him by Mr. Brown indicates that an attorney named Larry Schner has filed a default and eviction action.

Chair Reynolds inquired of Sgt. Vinson if any other items were outstanding. Sgt. Vinson replied that the eviction is the only item outstanding.

Chair Reynolds stated that a status hearing would be scheduled for next month.

6. Case Number 06-01-01, 740 Northwest 4 Avenue
• **Notice of Status Hearing**

Sgt. Vinson reported on the status of the case. Sgt. Vinson stated that all the stipulation agreement items have been completed. He commented that one problem has arisen, however, which is that the owner of the property located at 360 NW 8th Street, Mr. Cornish, states he owns the fence that the Board required Mr. Powell to remove. Mr. Cornish is requesting restitution for the removal of the fence.

The owner of the property, Mr. Powell was not present. Sgt. Vinson reported that Mr. Powell has completed all the stipulation agreement requirements. The only reason this item is before the Board tonight is because of the claim from Mr. Cornish regarding the removal of his fence.

Mr. George Cornish, beneficiary and president of the trust company that owns the property located at 360 NW 8th Street adjacent to the subject property, approached the Board.

Board Attorney Jolly stated that the Nuisance Abatement Board does not have the authority to award restitution for the removal of the adjacent property owner's fence. Chair Reynolds stated the Board will follow counsel's advice and he advised Mr. Cornish to obtain his own legal counsel regarding the matter.

7. Case Number 06-01-02, 734 Northwest 4 Avenue
• **Notice of Status Hearing**

Sgt. Vinson reported on the status of the case. Sgt. Vinson stated that as to Item 4 of the stipulation agreement, maintain existing lighting and install flood lighting; no flood lighting has been installed to date. Additionally, the "no trespassing" sign is not posted.

Mr. Angel Cachinero, owner of the property, was present. Mr. Cachinero stated that he hired an electrician to install the flood lights two or three weeks ago, but the electrician has not yet completed the project.

Mr. Cooper asked Mr. Cachinero if he has brought proof of filing for the electrical permit. Mr. Cachinero replied no, he did not.

Chair Reynolds asked Mr. Cachinero what efforts he has taken to get the electrician to complete the project. Mr. Cachinero replied he has called the contractor multiple times. The contractor has told him that he is very busy but assured Mr. Cachinero it would be completed before tonight's meeting. Chair Reynolds reminded Mr. Cachinero that there is a daily fine running on this violation.

Chair Reynolds inquired of Mr. Cachinero why the "no trespassing" sign was not posted. Mr. Cachinero responded that he has posted the two signs he received from the police department. Both signs were torn down and he hasn't obtained more signs.

Mr. Cooper asked Mr. Cachinero if he considered trying to relocate the signs to a place where they can't be taken down. Mr. Cachinero stated he has considered going to a sign company to get one made out of aluminum that can be affixed to the building and not be taken down. Mr. Cooper stated that the signs are free at the police department and, if it was him and he had a daily fine accumulating, he would make every effort to get the signs posted.

Chair Reynolds asked if the City is requesting any additional relief. Sgt. Vinson replied no. Sgt. Vinson reported that he checked with the City Code Compliance Department regarding the fence and the removal of every other slat. Sgt. Vinson stated that Code Compliance informed him that as long as the fence has a four foot section, the fact that one slat is missing is not a violation.

Chair Reynolds stated that a status hearing would be scheduled for next month, June 8, 2006. He advised Mr. Cachinero to encourage the electrician to complete the lighting as soon as possible as the \$250 per day fine is running.

8. Case Number 05-09-06, 630 Northwest 10 Terrace
• **Notice of Status Hearing**

Sgt. Vinson reported on the status of the case. Sgt. Vinson stated that several items of the stipulation agreement have not been completed; however, as of April 11, 2006 the property was demolished. Sgt. Vinson stated that as far as City is concerned, the compliance issues are resolved because the property is no longer there; they just have the outstanding issue of the fines to be paid.

Mr. Oscar Grisales, legal counsel for the owner Sandra Berstein who couldn't attend due to a family illness, was present. Mr. Grisales stated that the property was demolished on April 11, 2006. He continued that his client is a developer who is acquiring properties in the neighborhood in order to build new townhouses to revamp the entire neighborhood. Mr. Grisales stated that the owner has attempted to meet the stipulation agreement requirements in a timely manner; however they were sabotaged along the way by the tenants and the hurricane delayed their efforts as well. Mr. Grisales requested on behalf of his client that the Board reduce the existing fines of \$15,000. He stated that these fines are a hardship on his client who is making every effort to improve the neighborhood.

Board Attorney Jolly confirmed with Board Clerk Gair that the Board has made a ruling of noncompliance. Board Attorney Jolly stated that the Board does not have the authority to reduce or otherwise abate the fine once the finding of noncompliance has been made; only the City Commission can take action after that point.

Chair Reynolds asked Sgt. Vinson that since the property has been demolished is that sufficient to determine compliance. Sgt. Vinson responded, yes.

Mr. Cooper commented to Mr. Grisales to advise his client that they must become better operators in the City.

Chair Reynolds stated that the case is resolved.

9. Case Number 06-04-07, 701 Northwest 21 Terrace
• **Notice of Evidentiary Hearing**

Sgt. Vinson introduced the case. Sgt. Vinson notified the Board that the City has a stipulation agreement entered into between the City Prosecutor and the operators of the Sunrise Guest

House, Accredited Medical LLC. He stated as part of the agreement the operations occupational license has been turned in.

City Prosecutor Walker reported the requirements of the stipulation agreement are as follows:

1. The owner/tenant, as of May 10, 2006, 12:00 NOON, agrees to vacate all tenants and agrees to cease all operations as a Motel (fee per unit), with daily, weekly or monthly rentals forever more.
2. The owner/tenant agrees to forfeit and return to the City of Fort Lauderdale its City of Fort Lauderdale Occupational License to operate as a Motel (fee per unit).
3. The owner/tenant agrees to remain closed until the property at 701 Northwest 21 Terrace, Fort Lauderdale, Florida 33311 is converted into a single family residence, a Certificate of Occupancy is given for a single family residence and a status hearing is held before the Nuisance Abatement Board. During the conversion process to a single family residence, the owners and other legitimate construction workers shall have access to the property between the hours of 8:00 a.m. – 5:00 p.m. All work done must be in compliance with the Florida Building Code. This designation as a single family residence shall remain as a deed restriction to run with the land. If the property is sold, this designation as a single family residence shall be included and made a part of any future deed restriction. The following described land, situate, lying and being in Broward County, Florida, to wit: Lot 22, Block 11, WASHINGTON PARK, according to the map or plat thereof as recorded in Plat Book 19, Page 22, Public Records of Broward County, Florida.
4. The owner/tenant is assessed \$1,930.88 for investigative costs incurred and is to be paid within thirty (30) days.
5. The owner/tenant will appear before the Nuisance Abatement Board at the June 2006 Nuisance Abatement meeting (or, if no meeting occurs in June, 2006, at the succeeding Nuisance Abatement meeting) for a status hearing.
6. The subject property is hereby found to be a public nuisance under Fort Lauderdale City Ordinances §2-255 and §2-256 as it has, on more than two occasions, been the site of unlawful activities.
7. A new trespass affidavit will be filed by the owner with the Fort Lauderdale Police Department.
8. The Fort Lauderdale Police Department and Fort Lauderdale Building Inspectors shall have access to the property, at any time, for purpose of inspection to ensure compliance with the above conditions.
9. If any of the above conditions are violated, the owner/tenant will be assessed a \$500.00 fine per day for each day of non-compliance.
10. The Nuisance Abatement Board will retain jurisdiction over the property for a period of one (1) year.

Kelly Elkins representing Accredited Medical LLC was present. Mr. Walker reported that Accredited Medical LLC shut down as of noon yesterday. The property is no longer a motel, renting on a daily, weekly or monthly basis. It will be converted to a single family residence. A

new no trespass affidavit will be executed under Accredited Medical LLC, because the existing affidavit is under the prior owner.

Mr. Cooper stated that there may be people in the audience that may want to comment. Chairman Reynolds replied they would open to the public once the City and owner have presented their cases.

Ms. Kelly Elkins, attorney for Accredited Medical LLC, owners of the Sunrise Guest House, addressed the Board. She replied to Chairman Reynolds questions that she is a member of the Florida Bar and that she is authorized by Accredited Medical LLC to execute the stipulation agreement on their behalf by Jennifer Burkner and Gazi Kahn; the authorized representatives for the entity. Ms. Elkins continued that her clients fully understand the terms and conditions of the stipulation; they have entered the stipulation voluntarily and knowingly; they understand they will be held accountable to it; that this a contract and binding upon them; and that fines can be imposed if they fail to comply.

Ms. Hancock asked Ms. Elkins how the owner plans to protect the property; do they propose to do a legal board up with the City of Fort Lauderdale. Ms. Elkins responded they will board up the windows, but she is unsure what a legal board up entails. Ms. Hancock stated that a legal board up would require a permit from the city.

Mr. Walker stated that he has provided the owners with a contact for securing the property that the City uses. Mr. Walker stated that they have already had one break in since the operation closed down; someone stole the security video equipment. Mr. Walker stated that it is the owner's responsibility to maintain patrols and security. Mr. Walker continued that the owners proposed maintaining a guard on property, but the City has requested that they do not; rather that they grant the police department the authority to arrest anyone found on the property not having legitimate business there as stated in the stipulation agreement.

Mr. Walker stated that it was agreed that Mr. Siddiqui and Mr. Kahn were allowed on the property today only in order to remove valuable assets.

Ms. Hancock asked Ms. Elkins what is the time frame for completing the conversion to a single family residence. Ms. Elkins replied that the owners are communicating with the Building Department. The owner's desire is to get the permit, complete the conversion and sell the property. They plan to remodel the kitchen and put in a new stove and then put the property on the market.

Mr. Cooper asked to clarify that the property is one hundred percent shut down and will stay shut down until it is converted into a single family residence. Ms. Elkins stated that yes; the property is shut down and will stay shut down, that is part of the stipulation agreement.

Mr. Walker clarified that the property cannot open as anything, not even a single family residence until there is a Certificate of Occupancy and it comes back before the Board for approval. Ms. Elkins added that she turned in the Occupational License as well.

Mr. Svetlick asked if the property was sold next month, what control the Board has. Mr. Walker stated that the agreement runs with the land and a new owner would have trouble getting title insurance with the clouds on the title. A prospective owner, in order to change the use to something other than a single family residence, would have to deal with the deed restriction, deal with the zoning department, and have to negotiate with the Nuisance Abatement Board.

Ms. Mayers asked Ms. Elkins if Mr. Siddiqui is part of Accredited Medical LLC. Ms. Elkins replied that he is not; Mr. Siddiqui is not welcome on the property. Mr. Walker added that only legitimate workers will be allowed on the property; anyone else will be arrested.

Ms. Hancock asked why Mr. Siddiqui has not been arrested. Mr. Walker responded that the existing affidavit on file has Mr. Siddiqui's name on it and it lasts for two years. Ms. Elkins will go to the police department this evening to execute a new affidavit.

Chair Reynolds opened the hearing to the public.

Ms. Larhonda Ware, President of Dorsey Riverbend Civic Association of 417 NW 16th Avenue, Fort Lauderdale approached the Board. Ms. Ware stated that the agreement appears okay for them, the only concern is what measures are going to be taken to make sure the prostitution will not continue if they continue to have someone on the property. She asked if the owners are going to clean it up, board it up, make it look halfway decent, and make sure the prostitution doesn't recur. Ms. Ware asked for clarification as to how long Board maintains jurisdiction even if the property is sold even as a single family home. She stated that the main concern is if the property is going to be closed down; not re-opened in the future; and be locked down until it is made into a single family home.

Ms. Elkins responded that it is the intention of the owners to convert the property to a single family house and to sell the property. The owners no longer have an occupational license to operate a business there.

Chair Reynolds stated that what he hears Ms. Ware asking is what the City is going to do to enforce the agreement. Mr. Walker responded that the police department has been actively monitoring, but they cannot place an officer on the property 24/7. Mr. Walker stated that the owners can hire a contractor to make the property a fortress while renovations are underway. Once the new no trespass affidavit is executed, anyone not authorized to be on the property will be arrested. Mr. Walker stated that no use can operate on the property until a certificate of occupancy is obtained and the Nuisance Abatement Board grants approval of the use.

Chair Reynolds stated that the ultimate resolution for noncompliance would be the City placing a lien on the property and foreclosing; the owners could lose the property.

Ms. Mayers asked if extra lighting would be beneficial to deter illegal activities. Mr. Svetlick stated that keeping the power on for security lighting would also maintain the power to the entire property which could attract more break-ins. An option would be to have FP&L install a single light on each corner of the property and power only those lights instead of the whole building.

Mr. Walker responded that power must stay on in order to complete the renovations. He stated that he does not want to include anything in the stipulation agreement requiring removing the power from the property, but it may be advantageous to keep the corner security lights on after 5:00 p.m.

Mr. Cooper asked Ms. Elkins if they have contacted a contractor to board the property, and if not, what the time frame is. Ms. Elkins replied that the owners will proceed as soon as possible; they are aware the boards have to be painted the same as the building as well.

Chair Reynolds closed the public comment portion of the hearing and asked for a motion to approve the stipulation agreement.

Motion made by Mr. Svetlick, seconded by Mr. Cooper, to approve the Stipulation Agreement between the City of Fort Lauderdale and Accredited Medical LLC. In a roll call vote, the motion passed unanimously.

Chair Reynolds stated a status conference will be scheduled for the next meeting.

10. Board Discussion

There was no further Board discussion.

Next meeting June 8, 2006

Thereupon, with no additional business to come before the Board, the meeting adjourned at 7:51 p.m.