



**VISION**  
A vibrant, innovative, culturally-inclusive, world-class community.

**MISSION**  
A community working together to achieve an exceptional quality of life.

**NUISANCE ABATEMENT BOARD**  
**April 15, 2026**

**CALL TO ORDER – 3 p.m.**

**ROLL CALL**

**JD Arbuckle  
John Quirk III  
Ryan Duke**

**Cyle Rickner  
Elena Giarratano  
Alonzo Thompson**

**Daniel Price**

**Approval of Minutes – February 18, 2026**

**SWEAR IN WITNESSES**

**2025-005 815 N. Mass Ave.  
815 N Mass Ave LLC**

**Resolution 6053**

**CALL FOR ADJOURNMENT**

# DRAFT

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Nuisance Abatement Board

February 18, 2026

## **Nuisance Abatement Board February 18, 2026**

The Nuisance Abatement Board met in the City Commission Chambers. John Quirk III (Chair), Alonzo Thompson (Vice Chair), Daniel Price, Elena Giarratano, Ryan Duke, JD Arbuckle, and Cyle Rickner were present. Assistant City Attorney Alex Landback, LPD General Counsel David Carmichael, and Deputy City Clerk Heather Bradman were present.

Chair John Quirk called the meeting to order at 3:00 p.m.

Deputy City Clerk Heather Bradman called the roll for attendance.

### **Approval of Minutes – September 17, 2025**

**Motion: Member Elena Giarratano moved to approve the minutes. Member Cyle Rickner seconded.**

Chair John Quirk asked for further comments. There were none.

**Action: Chair John Quirk called for the vote and the motion was carried unanimously.**

### **Reconsideration**

#### **Case #2025-005; 815 North Massachusetts Avenue**

General Counsel Carmichael presented a request to reconsider the prior order and proposed settlement agreement. LPD officers developed a revised approach focused on achieving compliance through enforcement tools other than closure of the property.

It was noted that the Board's order had been appealed in circuit court as the owners have filed suit against the City. Until the appeal is concluded, the Board's current order of closure will not be enforced. Mr. Carmichael explained that if the Board is satisfied with the terms of the negotiated settlement agreement, the suit against the City would be dismissed and the alternative enforcement measures proposed would commence. If the property complies with the conditions of the agreement, the nuisance would be abated, and the property would not be closed. However, failure to comply would allow the City to reinstate enforcement of the final order and proceed with closure.

The settlement agreement was reviewed in detail. Key terms include:

**Financial Terms:** Payment of \$5,000 to resolve fines and administrative fees identified in the final order, along with an additional \$2,500 payment within 30 days of the effective date of the agreement. Payments are to be made directly to the City Clerk.

**Remedial Measures:** Removal of drug paraphernalia and agreement not to sell items that, while potentially legal, could be converted for use as paraphernalia.

# DRAFT

The owners agreed to allow inspections by law enforcement on a reasonable basis. Improvements to hiring and screening practices were also required to ensure employees do not have convictions or pending charges related to alcohol, tobacco, or EBT-related offenses.

**Security Requirements:** Hiring at least one licensed, full-time security guard within 30 days of the effective date to monitor the parking lot and prevent criminal activity. The property must cooperate with the Police Department on Crime Prevention Through Environmental Design (CPTED) measures, including lighting, fencing, and other security enhancements, and enter into a signed agreement outlining those improvements. The feasibility of hiring off-duty officers for detail work was also discussed.

**Law Enforcement Cooperation:** Continued active trespass authority with the Lakeland Police Department; permitting law enforcement access to the property for nuisance monitoring and crime prevention (in addition to any existing pole camera); installation and maintenance of security cameras capable of real-time monitoring; clearing front windows for visibility; adopting and enforcing reasonable CPTED recommendations; taking reasonable steps to control alcohol on the property and prevent loitering; and contacting law enforcement regarding known trespassers. These conditions would apply during a 180-day probationary period beginning on the effective date.

**Licensing and Compliance:** All City and State licenses must remain current and fully paid. The agreement does not waive the City's authority to inspect, enforce, or otherwise act as permitted by law.

Board members discussed jurisdictional time limits under the nuisance abatement statute and whether the pending litigation tolled applicable enforcement deadlines. Mr. Carmichael advised that tolling is not clearly addressed in the statute and, given the uncertainty, recommended proceeding as though the statutory timeframes continue to run.

Discussion also addressed whether there had been a measurable reduction in nuisance activity. Lakeland Police Officer Michael Hammersla testified that while there may have been some reduction in calls for service, some prior calls were officer-initiated, and the recent cold weather may have had an effect. Some previous concerns appear to remain, but law enforcement has not been contacted.

Board members commended the collaborative effort among law enforcement, counsel, and the property owners. The agreement was described by Mr. Carmichael as a potential model for future cases, providing a structured probationary period to incentivize compliance while preserving enforcement authority if violations recur.

The property owners (Mr. and Mrs. Odeh) were present but did not testify.

# DRAFT

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Nuisance Abatement Board

February 18, 2026

**Motion: Member Ryan Duke moved to accept the settlement agreement. Member Daniel Price seconded.**

**Action: Chair John Quirk called for the vote and the motion passed, 6-1. Member Cyle Rickner voted no.**

Counsel provided the settlement agreement to Chair John Quirk for signature.

The meeting adjourned at 3:39 p.m.

## **SETTLEMENT AGREEMENT**

**Parties:** City of Lakeland, Florida  
815 N. Mass Ave, L.L.C., Property Owner

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**Matter:** City of Lakeland Nuisance Abatement Board Final Order dated 10/15/25

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**Introduction:** This Settlement Agreement ("Agreement") is entered into by and between the City of Lakeland, Florida ("City") and 815 N. Mass Ave, L.L.C. ("Property Owner"), collectively referred to as the "Parties," for the purpose of resolving the Nuisance Abatement Board Final Order dated October 15, 2025 ("Final Order"), providing for abatement of the conditions that gave rise to the Final Order, avoiding further litigation, and resolving the related judicial proceedings, subject to approval by the City of Lakeland Nuisance Abatement Board. A copy of the Final Order is attached hereto and incorporated by reference.

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**Recitals:**

WHEREAS, the City filed an administrative nuisance complaint, assigned case number 2025-005, pursuant to section 893.138, Florida Statutes, and Article IV, Chapter 38 of the Code of Ordinances of the City of Lakeland, concerning the commercial property located at 815 N. Massachusetts Avenue, Lakeland, Florida ("Property");

WHEREAS, on October 15, 2025, the City of Lakeland Nuisance Abatement Board entered a Final Order finding that a nuisance existed at the Property, imposing \$5,000.00 in reasonable costs and attorneys' fees, and ordering closure of the business for up to one year;

WHEREAS, following rendition of the Final Order, Property Owner has taken, and is willing to continue taking reasonable and affirmative steps to prevent criminal activity and nuisance conditions at or around the Property;

WHEREAS, Property Owner filed a Petition for Writ of Certiorari in the Circuit Court for Polk County, Florida, assigned case number 53-2025-CA-004825-A-000-BA, seeking review of the Final Order;

WHEREAS, the Parties desire to resolve the Final Order and the pending Petition for Writ of Certiorari through cooperation, implementation of remedial measures, and a probationary period, in lieu of immediate enforcement of the closure sanction;

WHEREAS, the Parties anticipate executing this Agreement in advance of presentation to the City of Lakeland Nuisance Abatement Board, and further anticipate that this Agreement will be presented to and considered by the Board at its next scheduled meeting on January 21, 2026, for approval and acceptance;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and subject to Board approval, the Parties agree as follows:

**1. Payment of Fines, Costs, and Fees**

- 1.1 Property Owner agrees to pay \$5,000.00 to resolve all fines, costs, and administrative fees imposed by the Final Order.
- 1.2 Payment of \$2,500.00 shall be made within thirty (30) business days after the Effective Date of this Agreement.
- 1.3 Payment of the remaining \$2,500.00 shall be made within thirty (30) business days after the payment required by Section 1.2.
- 1.4 All monies paid pursuant to this Section are non-refundable.

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**2. Remedial Measures**

Property Owner represents, and the City acknowledges, that the following remedial measures shall be implemented and maintained:

- 2.1 Removal of Paraphernalia-Type Items
  - (a) Property Owner shall instruct tenants to remove items reasonably believed to be used as illegal drug paraphernalia.
  - (b) Property Owner shall consult with the Lakeland Police Department ("LPD") regarding items subject to removal.
  - (c) Property Owner shall ensure tenants remove all identified items.
- 2.2 Hiring and Screening Improvements
  - (a) Property Owner shall require tenants to implement enhanced hiring and applicant screening procedures to ensure employees do not have convictions for, or pending charges related to, EBT or ABT offenses.

- (b) Property Owner shall ensure tenant compliance with these procedures.

### 2.3 Security Guard Requirement

- (a) Property Owner shall require tenants to hire at least one licensed, full-time security guard to monitor the exterior areas and parking lot.
- (b) The guard shall take reasonable and lawful steps to deter criminal activity and loitering.
- (c) The guard shall take reasonable steps to prevent alcohol and drug use on the Property.
- (d) The guard shall be hired no later than thirty (30) days after the Effective Date.

### 2.4 Cooperation with LPD

- (a) Property Owner and tenants shall cooperate fully with LPD and the CPTED program.
- (b) The active trespass authority/order shall remain in effect.
- (c) Property Owner shall discuss with LPD the feasibility of hiring off-duty LPD officers if permitted.
- (d) Property Owner and tenants shall meet with LPD and/or City representatives upon reasonable request.
- (e) Property Owner shall permit LPD access to the Property for nuisance monitoring and crime-prevention purposes.

### 2.5 City and State License Fees

- (a) Property Owner shall ensure all City and State license fees are current and not delinquent.

### 2.6 Additional Reasonable Measures

- (a) Front windows will be cleared to allow visibility into the parking lot.
- (b) Property Owner shall adopt and enforce reasonable operational changes recommended by the City or LPD.
- (c) Security cameras capable of real-time monitoring shall be maintained.

- (d) Tenants shall take reasonable steps to prevent alcohol and drug use on the Property.
  - (e) Tenants shall take reasonable steps to prevent loitering and shall contact LPD when appropriate.
  - (f) Known trespassers shall not be served, and LPD shall be contacted if such individuals are present.
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### **3. Probationary Period**

- 3.1 A probationary period of one hundred eighty (180) days shall commence on the Effective Date.
  - 3.2 During probation, Property Owner shall:
    - (a) Comply with all terms of this Agreement;
    - (b) Cooperate reasonably with the City and LPD;
    - (c) Use best efforts to ensure tenant and employee compliance; and
    - (d) Use best efforts to prevent recurrence of nuisance activity.
  - 3.3 Upon compliance for at least one hundred twenty (120) days, the City may, in its discretion, deem the probationary requirement satisfied.
  - 3.4 Probation shall not extend beyond the initial 180-day period.
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### **4. Deferred Enforcement of Closure**

- 4.1 During the probationary period, enforcement of the closure provisions of the Final Order shall be held in abeyance, conditioned upon compliance with this Agreement.
  - 4.2 Upon noncompliance or recurrence of nuisance activity, the City may reinstate enforcement of the Final Order or pursue additional remedies.
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### **5. Meetings and Communication**

- 5.1 Upon reasonable request, Property Owner, LPD representatives, and City representatives shall meet within forty-five (45) days of the Effective Date to discuss implementation and compliance.

- 5.2 Property Owner shall be available for reasonable periodic check-ins if requested by the City or LPD.
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**6. No Waiver of City Authority**

- 6.1 Nothing in this Agreement limits the City's authority to:
- (a) Enforce criminal laws and City ordinances;
  - (b) Conduct inspections; or
  - (c) Take action for violations occurring after the Effective Date.
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**7. Dismissal of Certiorari and Resolution of Final Order**

- 7.1 Upon execution of this Agreement and approval and acceptance by the City of Lakeland Nuisance Abatement Board, Property Owner shall dismiss, without prejudice, the Petition for Writ of Certiorari pending in Case No. 53-2025-CA-004825-A-000-BA and shall promptly file such dismissal.
- 7.2 Upon Property Owner's full compliance with this Agreement and successful completion of the probationary period:
- (a) The nuisance shall be deemed abated;
  - (b) The City shall not enforce the closure sanction;
  - (c) Case Number **2025-005** shall be closed; and
  - (d) The matter shall be considered fully resolved.
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**8. Entire Agreement / Amendments**

- 8.1 This Agreement constitutes the entire agreement of the Parties and may be amended only by a written instrument signed by both Parties.
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**9. Execution; Conditional Effectiveness**

- 9.1 This Agreement may be executed electronically and in counterparts.
- 9.2 Notwithstanding execution, this Agreement shall not become effective or enforceable unless and until it is approved and accepted by the City of Lakeland Nuisance Abatement Board at its January 21, 2026 meeting, or at

a duly noticed subsequent meeting. Upon such approval, this Agreement shall be deemed effective as of the date of Board approval ("Effective Date").

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**SIGNATURES**

**CITY OF LAKELAND, FLORIDA**

By: John Quirk III  
Name: John Quirk III  
Title: Chair NAB  
Date: 2-18-2024

**815 N. MASS AVE, L.L.C.**

By: 815 N. MASS AV. LLC  
Name: Adel. Odler  
Title: MANAGER  
Date: 1/16/2026

**RESOLUTION NO. \_\_\_\_**

**PROPOSED RESOLUTION NO. 26-017**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA RELATING TO MUNICIPAL BOARDS AND COMMITTEES; MAKING FINDINGS; CONSOLIDATING AND RESTATING POLICIES FOR THE APPOINTMENT OF MEMBERS TO MUNICIPAL BOARDS AND COMMITTEES; REPEALING RESOLUTIONS 1361, 2545, 3237, 3593, 3670, 5181 AND 5266; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the desire of the City Commission of the City of Lakeland to consolidate and restate uniform methods of appointment, terms of office, and conditions of membership on Municipal Boards and Committees which have been heretofore or may be hereafter created by ordinance, resolution or action of the City Commission of the City of Lakeland;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA:**

**SECTION 1.** The policies for appointment, terms of office and conditions of membership on Municipal Boards and Committees which are appointed by the City Commission of the City of Lakeland, except those Boards and Committees which are created by Special Act or under the General Laws of the State of Florida, shall be as set forth in this Resolution.

**SECTION 2.** Members of all standing Boards and Committees of the City of Lakeland shall be appointed by the City Commission of the City of Lakeland, Florida. Each Board or Committee shall elect its chairperson on an annual basis, and no member shall serve more than two consecutive terms as chairperson.

**SECTION 3.** Members shall be appointed for three years and may not serve more than two consecutive three-year terms, and after having served two consecutive three-year terms may not be eligible for reappointment to the same board until after the expiration of three years. Members may be reappointed to a different board without delay. Any period of membership of more than 18 months shall be considered a full-term of office. City Commission appointees of the Lakeland Employees' Pension Plan, the City of Lakeland Firefighters' Retirement System, and the City of Lakeland Police Officers' Retirement System may be appointed for additional terms as the City Commission of the City of Lakeland may determine.

**SECTION 4.** The terms of office of the members shall expire in different years and the initial appointments of some members to each board shall be for a term of less than three years in order that the expiration of terms of office of all members shall not occur in the same year.

**SECTION 5.** Municipal, County, State or Federal elected officials shall not be appointed to such Boards or Committees.

**SECTION 6.** No person shall serve on any Municipal Board or Standing Committee if, at the time of appointment to same, that person is currently serving on another Municipal Board or Standing Committee of the City of Lakeland, Florida

**SECTION 7.** Except where professional qualification, special skills, or occupational requirements are necessary for Board or Committee membership, each Board, where possible and practical, shall be represented by at least one

member from each quadrant or district of the City, and where practicable, the following Boards shall have district representation as follows:

- a. Housing Authority - One member from each quadrant of the City and one member at large. The terms and appointment of persons to fill the commission seats of the Lakeland Housing Authority shall be governed in all respects by the provisions of Chapter 421, Florida Statutes, and subject to the limitation expressed herein.
- b. Zoning Board of Adjustments and Appeals - One member from each quadrant of the City and three at large members with no more than three members serving from any one quadrant.
- c. Planning and Zoning Board - One member from each quadrant of the City and three members at large, with no more than three members serving from any one quadrant
- d. Beautification Board - One member from each quadrant of the City and two members at large, with no more than two members serving from any one quadrant.

**SECTION 8.** A member of any such board shall be deemed to have vacated the member's office if such member shall have failed to attend more than 25% of the regular and special meetings of the Board within any 12-month period. Neither the City Commission, nor any other City official, need declare the position to be vacant, but the City Commission may proceed at any time after it is determined that the member has failed to attend the requisite number of meetings to fill the position with another individual. The procedure for filling such vacancy shall be as provided by the appropriate ordinance or resolution applicable to that particular board or committee.

**SECTION 9.** Resolutions 1361, 2545, 3237, 3593, 3670, 5181 and 5266 are hereby repealed.

**SECTION 10.** This Resolution shall take effect immediately upon its passage.

**PASSED AND CERTIFIED AS TO PASSAGE** this 6th day of April, A.D. 2026.

**CITY COMMISSION OF THE CITY OF  
LAKELAND, FLORIDA**

By: \_\_\_\_\_  
SARA ROBERTS McCARLEY  
MAYOR

ATTEST: \_\_\_\_\_  
KELLY S. KOOS, CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: \_\_\_\_\_  
PALMER C. DAVIS  
CITY ATTORNEY