



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

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

NUISANCE ABATEMENT BOARD
August 19, 2026

CALL TO ORDER – 3 p.m.

ROLL CALL

JD Arbuckle
John Quirk III
Ryan Duke

Cyle Rickner
Elena Giarratano
Alonzo Thompson

Approval of Minutes – May 20, 2026

SWEAR IN WITNESSES

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

The property owner and their attorney will give an update to the Board.

CALL FOR ADJOURNMENT

DRAFT

NUISANCE ABATEMENT BOARD May 20, 2026

The Nuisance Abatement Board met in the City Commission Chambers. Assistant City Attorney Alex Landback, City Clerk Kelly Koos, Police Legal Counsel David Carmichael and neighborhood liaison officers Macson McGuirk and Logan Brownlow were present. Attorney Jeff Sullivan and respondents Azizul Hoque and Latiful Kabir were present.

Chair John Quirk called the meeting to order at 3 p.m. and asked the Clerk to call the roll.

Roll Call

Chair John Quirk III and members JD Arbuckle, Ryan Duke, Cyle Rickner, Elena Giarratano and Daniel Price were present. Alonzo Thompson was absent.

Approval of Minutes - February 18, 2026

Action: Cyle Rickner moved to approve the minutes. Daniel Price seconded and the motion carried unanimously.

Swear in Witnesses

Alex Landback swore in the witnesses.

2025-005 815 North Massachusetts Avenue

David Carmichel introduced himself as the General Counsel for the Lakeland Police Department. They were here to provide an update on the settlement agreement. The Board had a written summary of the update. The officer had some testimony and video to provide. Jeff Sullivan, the respondent's attorney, was also present. At the end of the day, there are still ongoing violations at this location. Officer Hammersla has retired.

Officer McGuirk presented. He gave a quick recap of the case. There have been changes since the photo was taken. The 24-hour store is near homeless shelters, school and religious locations. The Odehs are the owners and lease the property to the 24-Hour Store.

M&H Food Store, Inc. is the title of the business operating in that location. There have been 64 violations of the settlement agreement since March 21. He reviewed the violations. Officers inspected soon after March 21 and again on March 29. The 64 violations occurred between March 20 to April 12.

Officer McGuirk showed photos of a vehicle parked in front of the store for 4 hours selling narcotics.

DRAFT

The first inspection was on March 21, 2026:

- The ice and water machines were not moved.
- The store was still selling Brillo pads.
- They continued to provide Styrofoam cups.
- They were still selling rolling papers.
- They still had digital scales in the store.
- The measuring stick was added to the front door. It was not accurately placed and made a 6-foot person look 4 feet.
- Signage was missing.

Officer McGuirk showed photos of violations:

1. No security has been added since the settlement agreement was signed.
2. Customers pouring beer into Styrofoam cups
3. Customers conceal their activities behind the ice and water machines
4. Public urination happening.
5. People are loitering in the parking lot.
6. Employees had to be vetted properly. There was under the table payment for employees. Homeless employees working for trade of food.
7. Suspected prostitution. Known prostitutes have begun to frequent that location.

Officer McGuirk showed a video of drug use where individuals were smoking and holding suspected narcotics. That group of people walked away and were arrested by LPD further down the road. They admitted to law enforcement that they had K2 and had been smoking it in front of the store.

David Carmichael clarified that a lot of the issues occurred because of no security guard. He then questioned Officer McGuirk if there had been activity since April 12th? The police have not been monitoring. LPD completed the (CPTED) Crime Prevention Through Environmental Design, which the store failed.

Member Cyle Rickner asked what the Brillo pads are used for. Officer McGuirk responded they are used as a filter to smoke drugs through.

Member Elena Giarratano asked if there was a new lease along with the new store name. David Carmichael responded the ownership has not changed. The Board has already found the store to be a nuisance. They are not in compliance. The lease has not changed. That was not required in the settlement.

Ms. Giarratano thought there was a lease with 2 other names on it. Is this a new lease? Are these new tenants? No.

Ms. Giarratano asked during the 4 hours of drug sales, were the police there at all? Office McGuirk responded no, the camera captured the activity.

DRAFT

David Carmichael believed the Board's jurisdiction would expire in September of 2026. The City could open a new case. Florida Statutes 60.05 and 893.38 govern this case.

Mr. Rickner asked if they had reported the violations to the police, would it have been a violation?

David Carmichael stated that some of the violations would have been resolved such as the loitering and drug sales. The issue of selling prohibited items would still have been a violation. They installed a safe and corrected the placement of the measuring stick.

The Board discussed the CPTED. The office does a walk through and provides the owner with a written summary. The officer then goes back to check for their compliance. It is approximately a 2.5-hour effort.

24 In and Out is still the name of the building. The parties in the business have only one new person. The owners did pay their fines. The last complaint was May 13 or 14. An individual who was trespassed came onto the property. The clerk did not call the police when the individual returned.

Officer Brownlow testified that last week he observed an individual on the property. He has been trespassed and arrested for trespassing. Officer Brownlow has arrested him 3 times at that business. He observed the individual go into the business. He told the clerk he was trespassed. Four days later, the individual went back to the store and purchased alcohol. That time the clerk said he did not speak English.

The Board discussed a list of trespassed individuals. The Police do not provide a written list. That is the responsibility of the business to know who has been trespassed.

Attorney Jeff Sullivan represented the owners of the store. The tenants were with him today.

Mr. Sullivan questioned Officer McGuirk regarding inspection dates, compliance efforts, and enforcement actions related to the store. Officer McGuirk clarified that the inspection photo was taken on March 23 and confirmed there had been no change in the lessee since the settlement agreement was signed.

Discussion followed regarding video evidence dated March 24, April 1, and April 21. Officer McGuirk explained that April 1 reflected the upload date of the store surveillance footage into the police system.

Mr. Sullivan asked when Officer McGuirk last visited the store, and Officer McGuirk stated he conducted a follow-up CPTED inspection on May 8. Mr. Sullivan noted he had not yet seen the follow-up report.

DRAFT

Mr. Sullivan questioned whether the settlement agreement specifically identified prohibited items. Officer McGuirk stated that while the agreement generally referenced drug paraphernalia, Officer Hammersla had previously provided a list of items to be removed, including Brillo pads, glass vials, and wrapping papers. Officer McGuirk confirmed that the ice and water machines had also been removed.

Officer McGuirk stated there had been no calls for service at the location since the settlement agreement was signed and noted that the department remains understaffed.

Mr. Hoque confirmed he is the lessee and stated that efforts have been made to bring the store into compliance, including removal of the ice and water machines, wrapping paper, Brillo pads, rolling paper, scales, Styrofoam cups, and related items. He also stated the store had discontinued coffee sales and planned to remove the soda machine to avoid further misunderstandings.

Mr. Sullivan requested that the Police Department conduct a walkthrough of the store with Mr. Hoque to identify any remaining compliance issues and clarify required corrective actions.

The Board discussed:

- No calls for service since the settlement agreement.
- The lessee's knowledge of the settlement agreement and its requirements.
- Hiring employees. He has employed the same clerk. He did give food to a homeless man for taking out the trash. He did not ask for help. He did not give him money. Different homeless people come in every couple of days.
- The lessee updates the owners when he pays his rent each month.
- Mr. Hoque has the Officer's card, but when he calls, the officer does not answer.
- The lessee's response has been slow.
- The lessee is in the store once or twice a week with his partner.
- A security guard is part of the settlement agreement. The lessee thought 2 clerks on duty was sufficient. Would closing overnight or utilizing a passthrough window overnight be sufficient?

Mr. Sullivan thought if he could get more directly involved, the lessee could come into compliance at a faster pace. They have been the lessee since 2021.

John Quirk asked to hear what the Police were recommending at this time.

The group continued to discuss what the clerk could do about activities outside.

Mr. Sullivan stated that he met with them and went over LPD's concerns. They have made progress and he thinks with his direct involvement they can come into compliance. He asked if closing overnight would be better.

DRAFT

David Carmichael did know Mr. Sullivan. This is the first time they have seen Mr. Sullivan. The owners came in the past without him. They are not here but the lessees are here and Mr. Sullivan is here. If he says he is happy to stay involved he would take that at face value. He can be very effective. This feels like reverse engineering again. He is here and he is willing to fix it. Are you guys willing to extend their time for compliance? The alternative is closure. Let's give them the month. The \$250 a day fine may be more than they can afford. The lessees livelihood hangs in the balance. He did not love the idea of closing the store. That is not necessarily the best solution. The goal is to stop the store from being a nuisance.

The Board continued to debate the best way to move forward.

Ms. Giarratano asked David Carmichael to reiterate his recommendation.

David Carmichael recommended charging the \$250 per day fine until they come into compliance.

Alex Landback clarified the recommendation is they will be fined \$250 per day and come into compliance in 10 days. They have not dismissed the case as required. The Board will convene again next month for their regular meeting to hear an update. The security guard requirement is part of the agreement. The agreement calls for reasonable steps. Mr. Sullivan just recently received the CPTED report. We can hear next month about their progress. The goal is compliance. The fines will stop if they hire security and come into compliance. Because the existing order was under appeal, closing the business was not an option.

Officer McGuirk stated the neighborhood liaison unit has been working on this case for over a year now. The Board heard from the community about how this business was affecting them. The Board issued an order which was changed by an agreement. Since that agreement was signed there have been 64 violations. The actions taken have had some benefit, but it is late in the game.

Mr. Sullivan asked the board to delay the start of the fine so they can immediately look to hire a security guard.

David Carmichael clarified the fine goes to the owner, \$250 per day for noncompliance. The settlement agreement says the lessee was responsible for hiring the security guard. He did not have a problem allowing a period before the fine begins.

The group discussed when to start the fine.

Ryan Duke moved to start the daily fine tomorrow until they come into compliance. The motion died for lack of a second.

The Board continued to debate.

DRAFT

Motion: Cyle Rickner moved to start the fine tomorrow and get an update next month. Ryan Duke seconded.

John Quirk restated the motion to impose the \$250 fine beginning tomorrow to run until compliance.

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

JD Arbuckle requested an update on the Police Department's visit to the City of Daytona's Nuisance Abatement process.

Resolution 6053

Today was Daniel Price's last meeting. Resolution 6053 now imposes term limits on the Nuisance Abatement Board. Current members who have served 2 or more terms will begin to rotate off the Board.

Call for Adjournment – 5:33 p.m.

SETTLEMENT AGREEMENT

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

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

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.

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.

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.
-

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.
-

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.
-

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.
-

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.
-

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.
-

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.
-

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").

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. Odeh
Title: Manager
Date: 1/16/2026