

**CITY OF FORT LAUDERDALE  
 NUISANCE ABATEMENT BOARD MINUTES  
 CITY HALL, CITY COMMISSION CHAMBERS, 1<sup>ST</sup> FLOOR  
 100 NORTH ANDREWS AVENUE  
 THURSDAY, NOVEMBER 13, 2008 AT 7:00 P.M.**

<b><u>Members</u></b>	<b><u>Attendance</u></b>	<b>Cumulative Attendance 3/08 through 2/09</b>	
		<b><u>Present</u></b>	<b><u>Absent</u></b>
Douglas Reynolds, Chair	P	8	0
Laurie Watkins, Vice Chair	A	3	5
Linda Dawkins [Alternate]	P	6	1
Pat Mayers	P	6	2
David C. Svetlick	A	7	1

**Staff Present**

Joyce Hair, Board Clerk  
 Bruce Jolly, Board Attorney  
 Sgt. Hugo Fontalvo  
 Det. Todd Bunin, Liaison  
 Det. John Jenson  
 Det. Ed Cruz  
 Scott Walker, Assistant City Attorney  
 H. Testa, Recording Clerk, Prototype, Inc.

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**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.

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

Ms. Testa called roll and determined a quorum was present.

**Witnesses were sworn in.**

### **3. Approval of minutes for October 2008**

**Motion** made by Ms. Mayers, seconded by Ms. Dawkins, to approve the minutes of the Board's October 2008 hearing. In a voice vote, the motion passed 3 - 0.

### **4. Case Number 07-10-08 1028 Northwest 3 Avenue - Residence • Notice of Status Hearing**

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Det. Bunin reported the owner had accepted notice of this hearing on November 10, 2008.

Det Bunin informed the Board that there had been 10 calls for service to the property in the past six months, 2 of which were nuisance abatement related, and there had been 7 calls for service to the property in the past month, none of which was nuisance abatement related. Det. Bunin stated the property was non-compliant with Items 3, 4, 5, 6 and 8 from the March 13, 2008 order. The owner had been assessed \$15,000 in fines and had made no payments. Det. Bunin requested that the Board retain jurisdiction over the property for an additional year.

Mr. Walker remarked that fines had reached the \$15,000 maximum and the property was not complied. He offered to forward the case to the City Attorney's office for foreclosure consideration.

Ms. P.J. Espinal, resident, reported that people from the apartment building approached her to sell her drugs, and the property was trash-strewn. People also used the property as a place to use drugs.

Ms. Pam Roloff, resident, said she had visited the property this afternoon and the property was covered with trash and two drug dealers had run toward her car to offer her drugs. She stated, "The drug dealers are rampant in that building...and it's just a mess over there."

Ms. Karen Kong, resident, said she had driven in the neighborhood and people had banged on her car to offer her drugs. The grounds were also covered with trash, and pit bulls guarded the property.

Mr. Bill Lamont, resident, said he had organized a street cleanup on Northwest 3<sup>rd</sup> Avenue a few months ago. He said this property was the main source of problems for Laudromax. Mr. Lamont remarked that the owner did not take care of the property, and he rented to tenants who were destructive to the community.

Ms. Carmen Smith, South Middle River civic Association Board member, said she had visited the area with the Citizen Volunteer Corps recently and seen that the property was vacant and open to any activity. She noted that this property had been in this condition for a very long time. Ms. Smith asked the Board to have the property boarded up.

Chair Reynolds asked why the City had allowed this to continue. Mr. Walker said now that the property fines had maxed out, they could move to foreclose on the property. There was some confusion regarding who had boarded portions of the building, but Mr. Walker said it had subsequently been broken into. Mr. Jolly suggested the Board could make a request that the City Attorney take further action.

Ms. Espinal suggested that money from the Neighborhood Stabilization Program could be used to demolish the building, or the City could foreclose on the property and sell it to someone else.

**Motion** made by Ms. Mayers, seconded by Ms. Dawkins, to recommend that the City begin the foreclosure process on the property. In a roll call vote, motion passed 3 – 0.

- 5. Case Number 07-11-10**  
**The Parisian Hotel**  
**519 Northwest 23 Avenue**  
**Owner: Tania Ouaknine**
- **Notice of Status Hearing**

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Det. Bunin reported the owner had accepted notice of this hearing on November 1, 1008.

Det Bunin informed the Board that there had been 3 calls for service to the property in the past six months, 1 of which was nuisance abatement related, and there had been no calls for service to the property in the past month.

Mr. Jolly reported that there was nothing new regarding the Stay Order, so the City could continue regarding Items 1, 3, 7, 8 and 9 from the previous order.

Det. Bunin explained which Items were complied and which were not: 1. Maintain a trespass affidavit with the Police Depart and post No Trespassing signs: complied; 3. Repair fencing within 60 days and maintain: complied; 7. Stop sale and distribution of condoms from the office: not complied; 8. Prohibit rental of any room for a period of

less than one day: not complied; 9. Maintain the property free of debris and trash: complied.

Chair Reynolds reminded everyone that the City had presented testimony from Police detectives at the previous hearing, but Ms. Mayers had not been present and he asked that testimony be presented again.

Det John Jensen testified that on September 11, 2008 he made contact with an escort online and she informed him she used the Parisian Hotel. He arranged by telephone to meet her at the hotel. Upon being buzzed into the office, Det. Jensen presented the owner with \$20 and they were shown to a room. Det. Jensen stated he had contacted the escort through Backpage.com and she quoted him a price of \$200 for one hour. He confirmed he had never been to the Parisian before or met Ms. Ouaknine before this incident.

Det. Jensen clarified that he had rented the room for one hour, and identified Ms. Ouaknine as the woman who collected the \$20 and showed them to the room. He explained that in the hotel room, the escort had engaged him in sexual conversation and produced a condom from her purse. He had paid the escort in the room, phoned his sergeant and left the room while the arrest team apprehended the escort.

Mr. Louis Ugaz, attorney for the owner, pointed out that they were only dealing with the items that were not complied: the sale of condoms and the room's rental more than once in a 24-hour period, and wondered how the detective's testimony addressed these issues.

Chair Reynolds asked Mr. Ugaz why he had not objected while Det. Jensen was testifying and Mr. Ugaz stated he was objecting to his testimony as a whole.

Mr. Ugaz cross-examined Det. Jensen. Det. Jensen testified that the Parisian Hotel was not mentioned in the online ad. The escort had indicated after her arrest that she had used the hotel five or six times, and a room there was always \$20 for an hour. Det. Jensen acknowledged that the escort had not been asked to testify at this hearing.

Another officer entered the room, and Mr. Ugaz asked that he leave while others testified. Chair Reynolds directed anyone who would be testifying to leave the room during other witness testimony.

Det. Jensen reported he did not have photocopies or the marked bills used in the transaction to offer into evidence today. He explained the bills had been put back in circulation since the incident, so they could not be traced.

Det. Jensen informed Mr. Ugaz that Ms. Ouaknine had not sold him condoms, and he had no evidence that she had re-rented the room he rented within a 24-hour period.

On redirect examination from Mr. Walker, Det Jensen testified that the escort had directed him to the Parisian and given him directions, and he had never met Ms. Ouaknine before. He stated Ms. Ouaknine had said the \$20 was for one hour. He reiterated that he had not witnessed the sale of any condoms. Det. Jensen informed Chair Reynolds that he had rented the room for one hour, not one day. Ms. Ouaknine had informed him the \$20 was specifically for one hour.

Mr. Ugaz asked if Det. Jensen had received a receipt for the room, and he replied Ms. Ouaknine had not provided one.

Chair Reynolds realized that Det. Jensen had not been sworn prior to testifying, and he was called back, sworn in, and affirmed that the testimony he had provided was true and correct.

Det. Ed Cruz testified that on February 22, 2008, he had gone to the Parisian Hotel to assist in a vice investigation there. He had picked up a prostitute on Northwest 6<sup>th</sup> Street and had her suggest a location for sexual activity.

Mr. Ugaz objected to this testimony as it did not specifically address the sale of condoms or the renting of a room twice in one day. Chair Reynolds said Mr. Walker was permitted to lay the foundation for later testimony.

Det. Cruz continued that the prostitute had told him the room at the Parisian would cost \$20. When they arrived at the hotel, Ms. Ouaknine had let them in and advised him the room was \$17 for the hour, plus a \$2 security deposit. Det. Cruz asked for condoms, and Ms. Ouaknine produced two, for which she charged him \$2.

Det. Cruz said he had left the prostitute in the room and met up with Detectives Spotnick and Maney. Det. Cruz identified Ms. Ouaknine as the person whom he had paid for the room and the condoms. He noted there were no signs in the office indicating condoms were for sale.

Mr. Ugaz cross-examined Det. Cruz. He reiterated that he had requested the condoms; Ms. Ouaknine had not offered them. Det. Cruz explained that he did not have copies of the bills or the actual bills used in the transaction because these had been supplied by Det. Maney. He stated he did not mark those bills. Det. Cruz said the condoms had been turned over to Det. Maney, who had turned them in for evidence. He did not recall the brand of the condoms, nor did he have photocopies of them with him.

Det. Cruz testified he had never paid any money to the prostitute. He explained that neither Det. Maney nor Det. Spotnick from his backup team was present to testify.

Mr. Ugaz called Ms. Ouaknine, the owner of the Parisian Hotel, to the stand. She testified that she did not recall selling condoms to either of the officers who testified. Ms. Ouaknine said she did not sell condoms at her establishment, but would provide a condom for free to anyone who requested it. Ms. Ouaknine testified she did not rent a room to either of the officers more than once within a 24-hour period. Mr. Ugaz asked Ms. Ouaknine if she had rented a room to either officer for one hour. She replied, "They gave me the money, I give them the room. They didn't ask me for how long, I didn't tell them for how long."

Mr. Walker cross-examined Ms. Ouaknine. He reminded her that the last time she testified, she had indicated that she sold condoms from the desk. Ms. Ouaknine said she did not recall saying this, and stated she did provide them if someone needed one. Ms. Ouaknine testified that \$20 was the charge for a room for a day. She stated the room price had not been \$17 for a very long time.

Ms. Ouaknine informed Chair Reynolds that she did distribute condoms, and he informed her that the order prohibited distribution as well as sale of condoms. She confirmed that she had never been charged with a crime and had no criminal background. Ms. Ouaknine stated she could not recall selling condoms to the officer who just testified; she could not remember if she had ever seen him. She admitted she had handed out fewer than 10 condoms for free in the past 90 days. Ms. Ouaknine explained that she examined the room after patrons left and if no damage was done, she returned the \$2 security deposit.

On redirect examination from Mr. Ugaz, Ms. Ouaknine testified that she provided condoms if a patron requested, she did not distribute them "in the normal sense of the word 'distribution' like meaning hand them out to everybody." She stated she had not rented the same room more than once in a 24-hour period.

Ms. Ouaknine explained to Ms. Mayers that the \$2 security deposit had made a difference in the amount of damage patrons left in the rooms.

In closing, Mr. Walker stated credibility was a major issues because the officers had nothing to gain by lying; they were doing their jobs to determine that rooms were rented by the hour and that condoms were being distributed or sold. The officers had testified that a room had been rented by the hour and that condoms were sold or distributed. Mr. Walker asked the Board to find that the property was not in compliance with Items 7 and 8 of the order, and therefore the property would be fined from the onset of the violations until the property was complied.

Ms. Jolly said he had drafted a motion for the Board's consideration. He explained that the Board could find the violations existed only on the dates of the incidents to which the detectives had testified, or that the violations were ongoing, starting on the dates of the incidents to which the detectives had testified.

Mr. Walker reminded the Board that the case had been instituted in December 2007. He admitted that evidence only indicated that violations occurred on two specific occasions, but noted that Ms. Ouaknine admitted condoms were available at all times. He added that the prostitutes had indicated that they routinely used the Parisian. These facts led Mr. Walker to conclude that the violations were continuing. Mr. Walker referred to the order, which indicated the condoms could not be sold or distributed. The intent of this, he said, was to remove the condoms to "not make this friendly for being a house of lewdness, and it is a house of lewdness."

Mr. Ugaz said his client had no intent to disregard the Board's order. He stated no evidence had been presented proving the existence of the condoms. Mr. Ugaz stated the officer's testimony concerned two specific incidents on two dates only. Mr. Ugaz did not feel that the officers' testimony met the 50%+ credibility level for a preponderance of evidence since no corroborating testimony had been offered.

Mr. Ugaz said his client had tried to comply with the Board's order and was not ill-intended. He reiterated that there had been no corroborating testimony, no marked bills or receipts presented into evidence.

Mr. Jolly suggested language for the Board's motion: To find the respondent had failed to come into compliance with Items 7 and 8 from paragraph 3 of the order dated December 21, 2007. For September 3, 2008 and September 11, 2008, the order provided for a fine of \$250 per day, per violation.

**Motion** made by Ms. Mayers, seconded by Ms. Dawkins, to find the respondent had failed to come into compliance with Items 7 and 8 from paragraph 3 of the order dated December 21, 2007 and to fine the owner \$250 per day for September 3, 2008 and \$250 per day for September 11, 2008.

In a roll call vote, motion passed 3 – 0.

Mr. Jolly explained that the City could not collect the fine until the Stay Order was lifted, but the fine order could be recorded.

Mr. Walker requested that this case be put on the Board's December agenda for a status update.

## **8. Board Discussion**

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### Ms. Watkins' reinstatement

Mr. Jolly informed the Board that the City's rule regarding Board member attendance stated if a member missed three consecutive regular meetings, or four regular meetings, this constituted automatic resignation. The Board Chair must submit a recommendation for reinstatement to the City Commission, which would be considered when the Commission addressed Advisory Board vacancies on their conference agenda.

Chair Reynolds said the Board had voted to reinstate Ms. Watkins at their previous meeting. Mr. Jolly recalled this, but was unaware of when the Commission would address Advisory Board vacancies on their conference agenda.

Mr. Walker recalled receiving something that informed him Ms. Watkins was moving and must resign from the Board. Jolly said this might be the case, but he believed Ms. Watkins wanted to remain on the Board through their December meeting.

Sgt. Hugo Fontalvo explained that he had sent an email to Commission Assistant Arlene Gross regarding this, but she had informed him that the minutes were insufficient and she must receive notification from Chair Reynolds that Ms. Watkins should be reinstated. Chair Reynolds felt this was "bureaucratic nonsense." He created a document immediately indicating that Ms. Watkins should be reinstated, per the Board vote at their previous meeting.

Thereupon, with no additional business to come before the Board, the meeting adjourned at **8:21** p.m.

[Minutes prepared by J. Opperlee, Prototype, Inc.]