



THOMAS J. TRASK, B.C.S.\*  
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\* Board Certified by the Florida Bar  
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Government Law

TO: Mayor Christopher Alahouzos  
Vice-Mayor Townsend Tarapani  
Commissioner David Banther  
Commissioner Rea Sieber  
Commissioner Susan Slattery

FROM: Jay Daigneault, Esq.

CC: Mark LeCouris, City Manager  
Robert Kochen, Chief of Police

DATE: March 16, 2017

RE: Authorization to Commence Abatement Procedures against Ms. Pettitt at 1411  
Silver Oak Drive

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Dear Mayor, Vice Mayor, Commissioners:

I am requesting the Board's permission to commence abatement procedures against the property located at 1411 Silver Oak Drive owned by Ms. Judith Pettitt (the "Property Owner"). The property has become unsafe and uninhabitable and is a danger to the general safety, health, and welfare of the public.

### **HISTORY OF THE PROPERTY**

On April 12, 2016, TSPD was called out to the property to assist a citizen call for service. The citizen, Colleen Smith, reported that she observed a woman entering the property which she believed to be condemned. TSPD responded to the call. When they arrived at the residence, the officer found the owner of the property was on site. The officer spoke with both the owner of the property, Judith Pettitt, and her daughter, Sarafina Pettitt. The owner gave the officer consent to look around the home and take photographs to document the interior condition. The photographs showed the home in disarray, to the point where it did not appear safe to inhabit. The owner admitted there was no water or electricity, and the officer observed that the walls were covered with cobwebs and roaches, there was garbage strewn and piled everywhere, and there was a foul odor through the areas of the home that were accessible. There were areas of the home that the officer could not access due to the nature of the debris. The officer observed that it did not appear that there was anyone actually living in the home.

Since 2003 the neighboring property owners have made repeated complaints about the state of this property. It was in response to these complaints that the owner of this property has received repeated code violations for nuisance prohibitions. These violations date back to April 2003, with the latest, outstanding violation dated March 2006, the eighth case brought to the Code Enforcement Board for the same violations. The complaints ranged from garbage piled in the yard, green algae in the pool due to lack of maintenance, rats on the property and spreading to neighboring homes, and noxious smells coming from the home.

### **PROPOSED ACTION**

The City has recently re-adopted the Standard Unsafe Building Abatement Code (“SUBAC”). SUBAC allows for remedial action to be taken when a property poses public safety, health, and welfare concerns, to include structural strength, stability, sanitation, lighting and ventilation, among other concerns. Due to the nature of the building and the failure of the Property Owner to remedy the outstanding violations, it is recommended the City proceed with abatement procedures under SUBAC in order to provide for the general health, safety, and welfare of the community.

In proceeding under SUBAC, it may be necessary to employ the services of an independent structural engineer, as an inspection warrant will likely need to be secured via the court system. In the past, my firm has engaged Burby Engineering, Inc. to assist in these matters. I have attached Burby’s schedule of fees for your review.

Based on prior experience, I anticipate the total cost of proceeding with the abatement procedure will be approximately \$10,000. While SUBAC does not specify the procedure for recovery of these costs, it does state that if any costs for abatement or demolition are borne by the City, then procedures for recovery of such costs shall be established. The City’s Code does allow for recovery of these costs in s. 8-56, Abatement of Violation by City Forces; Lien to Recover Costs.

### **CONCLUSION**

Based on the history of the property, the history of violations, the current state of the property, and the concern for the safety, health, and welfare of the citizens of the City, the City Attorney, with the support of the City Manager and Chief of Police, seeks this Board’s approval to commence abatement procedures under SUBAC and permission to engage an engineer.

Please let me know if you have any questions or concerns at this time.

/s/ Jay Daigneault, Esq.  
City Attorney

February 13, 2017

**Trask Daigneault, LLP**

Jay Daigneault, Esq.  
1001 S Ft Harrison Avenue, Suite 201  
Clearwater, FL 33756

Re: **Forensic Engineering and Consulting Services**

Dear Mr. Daigneault,

Burby Engineering, Inc. (ENGINEER) is pleased to submit our proposal to provide professional engineering services to Trask Daigneault, LLP (CLIENT).

**SCOPE OF SERVICES**

Forensic Engineering and Consulting Services.

**PROFESSIONAL SERVICES FEE**

The services defined above shall be rendered per the attached **Exhibit A** Rate Schedule.

**PAYMENT**

Invoices for services rendered are due and payable upon receipt of the invoice.

**RETAINER**

A retainer in the amount of **\$0** shall be paid upon execution of the agreement and will be required before services begin. The retainer will be applied to the final invoice. Any unearned portion of the retainer shall be returned to the CLIENT upon conclusion of this Agreement.

**GENERAL CONDITIONS**

- This proposal is valid for thirty (30) days from the date of the proposal.
- Invoices are due upon receipt. Any balance outstanding for more than thirty (30) days shall be deemed delinquent and subject to late payment penalty and interest charges. Burby Engineering, Inc. reserves the right to charge a late fee of one and one-half percent, or the maximum allowed by law, on all invoices not paid within (30) days.
- ENGINEER shall be reimbursed for direct non-salary expenses billed at cost plus twenty percent in addition to the fees above. Direct expenses include out-of-pocket items for which a discrete vendor's invoice or employee's expense form is available, such as photo processing, large

volume printing, reproduction, plotting, delivery and any sub-consultants and subcontractors, plus Florida taxes, if applicable.

- The CLIENT shall provide safe access to the project site and structure as needed by the ENGINEER to complete the Scope of Services.
- Unless otherwise stated, Burby Engineering, Inc. will have access to the site for activities necessary for the performance of the services. Burby Engineering, Inc. will take the precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
- The CLIENT shall notify the ENGINEER of any known conditions related to the project that may affect the ENGINEER'S work.
- The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless Burby Engineering, Inc., his or her officers, directors, employees, agents, and sub-consultants from and against all damages, liability, and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of services under this agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of Burby Engineering, Inc.
- In recognition of the relative risks, rewards, and benefits of the project to both the CLIENT and Burby Engineering, Inc., the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, Burby Engineering's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$5,000 or the amount of the fee, whichever is less. Such causes include, but are not limited to, Burby Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- This agreement may be terminated by the CLIENT or Burby Engineering. In the event of termination, the CLIENT shall pay Burby Engineering, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- All documents produced by Burby Engineering, Inc. under this agreement shall remain the property of Burby Engineering, Inc. and may not be used by the CLIENT for any other endeavor without the written consent of Burby Engineering, Inc.
- **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF BURBY ENGINEERING, INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Burby Engineering, Inc.  
Forensic Engineering and Consulting Services  
February 13, 2017

Trask Daigneault, LLP  
Clearwater, Florida

**MUTUAL ACCEPTANCE**

Thank you for allowing us to submit this proposal. Please contact me if you have questions or require any further information or clarification.

Sincerely,

**BURBY ENGINEERING, INC.**



Jason M. Burby, PE, CGC  
President / Principal Engineer  
Certified General Contractor

Florida Professional Engineering No. 70829  
Florida Certificate of Authorization No. 29770  
Florida General Contractor No. CGC-1515161

**CLIENT: Trask Daigneault, LLP**

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_, 2017  
Date

If accepted, please provide the following billing information.

\_\_\_\_\_  
Name / Company Name

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

Please indicate your invoice preference:       US Mail       Email

**Exhibit A**

**BURBY ENGINEERING, INC. 2017 Rate Schedule**

**Trask Daigneault LLP**

THE FOLLOWING DEFINES THE FEE SCHEDULE FOR SERVICES PERFORMED:

PRINCIPAL PROFESSIONAL ENGINEERING, PE, EXPERT SERVICES	__\$225.00 per hour
PRINCIPAL PROFESSIONAL ENGINEER, PE, EXPERT TESTIMONY	__\$300.00 per hour
STAFF PROFESSIONAL ENGINEER, PE, CONSULTING	_____ \$200.00 per hour
CAD TECHNICIAN	_____ \$100.00 per hour
AUTO TRAVEL	_____ \$0.60 per mile
CLERICAL/ADMIN SERVICES	_____ \$60.00 per hour
OTHER EXPENSES	_____ COST PLUS 20%

All invoices will be sent on a regular basis. All invoices will be billed to the party retaining the requested services or under contract. All invoices are due upon receipt.