



City of South Pasadena

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A G E N D A

REGULAR COMMISSION MEETING
SOUTH PASADENA, FLORIDA

TUESDAY, APRIL 8, 2025
COMMISSION CHAMBERS 7:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
REPORTS
PEOPLE'S FORUM
AGENDA COMMENT

DISCUSSION ITEMS

PUBLIC HEARING

NONE

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

Resolutions and Motions of a non-controversial nature may be placed on the Consent Agenda. One motion for approval is required to pass the entire Consent Agenda; however, any item(s) may be removed prior to motion for approval.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF MARCH 2025 ON FILE IN CITY CLERK'S OFFICE AGENDA MEETING, MARCH 4, 2025; ADMINISTRATIVE WORKSHOP, MARCH 4, 2025; REGULAR COMMISSION MEETING, MARCH 10, 2025; SPECIAL COMMISSION MEETING, MARCH 25, 2025; AND ADMINISTRATIVE WORKSHOP, MARCH 25, 2025.

REGULAR COMMISSION MEETING
TUESDAY, APRIL 8, 2025 - 7:00 P.M.

NEW BUSINESS

2. RESOLUTION NO. 2025-05 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, EXTENDING RESOLUTION NO. 2024-10 AND PROVIDING FOR PARTIAL REFUNDS OF ELIGIBLE NEW CONSTRUCTION BUILDING PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES IN RESPONSE TO HURRICANE HELENE AND HURRICANE MILTON.
3. MOTION - TO RATIFY PIGGYBACKING AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING INSPECTIONS AND PLANS REVIEW FOR THE PERIOD OF APRIL 7, 2025 THROUGH MARCH 31, 2026.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

1. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTH OF MARCH 2025 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, MARCH 4, 2025; ADMINISTRATIVE WORKSHOP, MARCH 4, 2025; REGULAR COMMISSION MEETING, MARCH 10, 2025; SPECIAL COMMISSION MEETING, MARCH 25, 2025; AND ADMINISTRATIVE WORKSHOP, MARCH 25, 2025.

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:		Date Submitted:	03/25/2025
Resolution:	NO. 2025-05	Agenda Meeting Date:	04/01/2025
Motion:		Regular Meeting Date:	04/08/2025
Information Only	x	Submitted By:	MAYOR PENNY
No Action Needed:		Written By:	
Discussion:			

Subject Title: (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2025-05 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH PASADENA, FLORIDA, EXTENDING RESOLUTION NO. 2024-10 AND PROVIDING FOR PARTIAL REFUNDS OF ELIGIBLE NEW CONSTRUCTION BUILDING PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES IN RESPONSE TO HURRICANE HELENE AND HURRICANE MILTON.

Motion Proposed:

TO PASS RESOLUTION NO. 2025-05

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

RESOLUTION NO. 2025-05

A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, EXTENDING RESOLUTION NO. 2024-10 AND PROVIDING FOR PARTIAL REFUNDS OF ELIGIBLE NEW CONSTRUCTION BUILDING PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL PROPERTIES IN RESPONSE TO HURRICANE HELENE AND HURRICANE MILTON.

WHEREAS, in response to Hurricane Helene and Hurricane Milton, the City Commission passed Resolution No. 2024-10 to temporarily waive building permit fees for repair and demolition of hurricane damaged residential and commercial structures, installation of materials, and equipment within and attached to damaged structures; and

WHEREAS, the waiver of eligible building permit fees established in Resolution No. 2024-10 expired on March 31, 2025 but during the March 25, 2025 Administrative Workshop the City Commission determined that the deadline should be extended; and

WHEREAS, the City Commission recognizes that residents and businesses that are pursuing new construction after sustaining damage during Hurricane Helene and Hurricane Milton do not qualify for the waiver of any fees under Resolution No. 2024-10; and

WHEREAS, the City Commission aims to provide relief to those affected by Hurricane Helene and Hurricane Milton regardless as to whether the damage is addressed through repairs or new construction; and

WHEREAS, the City Commission is aware of storm recovery and mitigation resources available for elevation and new construction projects through programs like Elevate Florida but wishes to provide relief to those who are denied or ineligible for such assistance.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of South Pasadena, Florida as follows:

Section 1. Resolution No. 2024-10 is hereby extended until September 30, 2025.

Section 2. Residential property owners that sustained damage from Hurricane Helene and/or Hurricane Milton that apply for a new construction building permit by September 30, 2025 shall be eligible for a 50% refund of their new construction building permit fee if the applicant applies for assistance through Elevate Florida

and is denied. The applicant may request the partial refund of their new construction building permit fee upon issuance of the certificate of occupancy. The applicant must show that they appropriately applied for assistance through Elevate Florida but were denied.

Section 3. Commercial property owners that sustained damage from Hurricane Helene and/or Hurricane Milton that apply for a new construction building permit by September 30, 2025 shall be eligible for a 25% refund of their new construction building permit fee. The applicant may request the partial refund of their new construction building permit fee upon issuance of the certificate of occupancy.

Section 4. Proof that the original structure sustained storm damage from Hurricane Helene and/or Hurricane Milton shall be required prior to the issuance of any partial refund of a new construction building permit fee as described herein.

Section 5. This resolution shall take effect immediately upon passage and shall be retroactive to March 25, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Arthur Penny, Mayor

ATTEST:

Carley Lewis, City Clerk

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY ATTORNEY.

City Attorney

CITY OF SOUTH PASADENA



AGENDA SUBMITTAL FORM

Ordinance:	Date Submitted:	04/01/2025
Resolution:	Agenda Meeting Date:	
Motion: X	Regular Meeting Date:	04/08/2025
Information Only	Submitted By:	COMMISSIONER MCALEES
Discussion:	Written By:	

Subject Title: (If Ordinance or Resolution, state number and title in full.)

PIGGYBACKING AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING INSPECTIONS AND PLANS REVIEW

Motion Proposed:

TO RATIFY PIGGYBACKING AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING INSPECTIONS AND PLANS REVIEW FOR THE PERIOD OF APRIL 7, 2025 THROUGH MARCH 31, 2026.

SUBMIT ORIGINAL TO CITY CLERK FOR INCLUSION ON AGENDA BY WEDNESDAY.

**PIGGYBACKING AGREEMENT FOR BUILDING INSPECTIONS AND
PLANS REVIEW**

THIS AGREEMENT is entered into on this ____ day of _____, 2025 (the Effective Date), by and between the City of South Pasadena, Florida, a Florida municipal corporation, whose address is 7047 Sunset Dr. South, South Pasadena, FL (the City) and Bureau Veritas North America, Inc., a Delaware corporation, with its principal place of business located at 16800 Greenspoint Park Drive, Suite 300S, Houston, TX (Contractor).

WHEREAS, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, Contractor was the successful competitive bidder to the Osceola County Request for Proposal RFP-23-13476-MM for Contracted Building Inspections and Plans Review Services, a true and accurate copy of which is attached as *Exhibit A* (the Solicitation) and copies of Contractor's response are attached hereto as *Composite Exhibit B*; and

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor entered into a contract with Osceola County, which is attached hereto as *Exhibit C* (Original Contract); and

WHEREAS, the City desires to cooperatively purchase (i.e. piggyback) off of the Original Contract for the same services the Contractor provides for Osceola County, and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform work for the City pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the City; and

WHEREAS, the City and Contractor desire to enter into this Agreement for Contractor to accomplish work for the City on the same terms, conditions, and specifications as the Original Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the City's ability to enter into this Agreement. Contractor shall fully indemnify, defend and hold harmless the City and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete work for the City on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the City as the purchaser. Such modifications shall not include any modification to the

prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work for the City shall at all times be at the same unit prices as set forth in the Original Contract.

3. If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

- a) Keep and maintain public records required by the City to perform the service required under this Agreement.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the City.
- d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) A request to inspect or copy public records relating to this contract must be made directly to the City. If the City does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- f) If Consultant does not comply with the City's request for records, the City shall enforce these contract provisions in accordance with the Agreement.
- g) If Consultant fails to provide requested public records to the City within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

Consultant understands and agrees that the City's compliance with Section XII Confidentiality of the Consultant's Proposal is limited by the obligation of the City to comply with Florida Statutes as it relates to public records, as defined in Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITYHALL@MYSOUTHPASADENA.COM, (727)-347-4171, OR 7047 SUNSET DRIVE SOUTH, SOUTH PASADENA, FL 33707.

4. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

To the City:

City of South Pasadena, Florida
Attention: Carley Lewis
City Clerk
7047 Sunset Dr. South
South Pasadena, FL 33707

To Contractor:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With required copy to:

Kristen Gray, Esq.
GrayRobinson, PA
101 E. Kennedy Blvd., Suite 4000
Tampa, Florida 33602

With required copy to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

5. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

6. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

7. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

8. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Approved as to form:

CITY OF SOUTH PASADENA

City Attorney

Mayor, Arthur Penny

Attest:

City Clerk

CONTRACTOR:
Bureau Veritas North America, Inc.

Title: _____

[Attest/Notary]