

Monday, April 11, 2022, 7 pm



Town Hall Commission Chambers  
247 Edwards Lane  
Palm Beach Shores, FL 33404

Mayor Alan Fiers  
Vice Mayor Scott McCranel

Commissioner Tracy Larcher  
Commissioner Janet Kortenhous  
Commissioner Brian Tyler

Town Attorney Keith Davis  
Town Administrator Wendy Wells  
Town Clerk Jude M. Goudreau

**PLEASE NOTE:**

**THIS MEETING MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY**

**Join information** - Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m5acd07d25739a6cbb64a92a8e7d47d6> Meeting number: 2634 308 5248 Password: 0411

**Join by phone** +1-408-418-9388 United States Toll Access code: 2634 308 5248

**COMMISSION WORKSHOP AGENDA**

**1) CALL TO ORDER**

- a) Pledge of Allegiance
- b) Roll Call

**2) Discussion Items: (underlined items have attachments)**

- Fire Department
  - Update on sale of the 2004 Pierce Fire Engine
  - Emergency Services Agreement for Dispatch Services between Palm Beach County and the Town of Palm Beach Shores
- Public Works Department Overtime – preparation for community civic events
- Update on contract renewals
  - WM (name change from Waste Management)
  - Palm Beach Sheriff's Office
  - Brightview Landscaping Services
- Draft ordinance for final cost affidavit for building permits
- Consider elevation code modification for additions to existing homes located outside the flood plain
- Update on Inlet Park encroachments
- Consider whether to allow food trucks

**3) Public Comments:**

**4) Adjournment:**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

**EMERGENCY SERVICES AGREEMENT  
FOR DISPATCH SERVICES  
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH SHORES**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), by and through its Board of County Commissioners and the TOWN OF PALM BEACH SHORES, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the “Municipality”).

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

**WHEREAS**, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter “Countywide Common Dispatch” or “Common Dispatch”), fire-rescue dispatch services may be provided by Palm Beach County Fire Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Municipality; and

**WHEREAS**, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Municipality; and

**WHEREAS**, the Municipality and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the Municipality do hereby agree as follows:

## ARTICLE I: RESERVED

### ARTICLE II: COMMON DISPATCH

**Section 1. Common Dispatch:** The Municipality is currently included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire Rescue Department) has and will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the Municipality as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee to develop and revise Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, geographical response boundaries, and other operational details. These plans and procedures are and shall be set forth in a Letter(s) of Understanding between the Fire Chiefs. The Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and the applicable policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Municipality's level of participation in the Countywide Common Dispatch program and the equipment that has been or will be provided by the County to the Municipality relating to the dispatch services provided by County hereunder (hereinafter the "Equipment"). The County shall maintain ownership of all said Equipment. The County's Countywide Common Dispatch program provided for by this Agreement shall extend to areas to which the Municipality provides fire-rescue services through service agreements.

#### **Section 2: Municipality Responsibilities:**

The Municipality agrees:

- A To maintain a Common Dispatch Letter of Understanding as discussed above.
- B. To adopt and maintain dispatch protocols mutually agreed upon in the Letter of Understanding referenced above.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Municipality's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County for dispatch services provided by the

County hereunder.

- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To immediately notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

**Section 3: County Responsibilities:**

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Municipality's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Municipality's use the Equipment necessary for Common Dispatch services to the Municipality.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Municipality by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.

**ARTICLE III: GENERAL CONTRACT TERMS**

**Section 1. Preambles:** The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

**Section 2. Representative and Contract Monitor:** The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator,

whose telephone number is (561) 616-7000. The Municipality representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 844-4807.

**Section 3. Employee Functions:** No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

**Section 4. Relationship of Employee:** No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

**Section 5. No Assumption of Liability:** Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

**Section 6. Liability for Injury:** All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment, except as may be otherwise provided for in this Agreement.

**Section 7. Indemnification:** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond

the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**Section 8. Effective Date and Term:** This Agreement shall take effect retroactively from October 1, 2021 through September 30, 2031, unless sooner terminated as provided herein.

**Section 9. Notice of Termination:** Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

**Section 10. Capital Improvement Plans:** Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

**Section 11. Assignment of Rights:** Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

**Section 12. Modification and Amendment:** No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 13. Entirety of Agreement:** This Agreement, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in this Agreement, represent the entire understanding of the parties and, except as provided in Section 31 hereunder, supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

**Section 14. Nondiscrimination:** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**Section 15. Annual Appropriations:** Each party's performance and obligation under this

Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**Section 16. Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 17. Records:** Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least five (5) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**Section 18. Palm Beach County Office of the Inspector General Audit Requirements:** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach

County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 19. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 20. Notice of Suits:** Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

**Section 21. Notices:** All notices, consents, approvals, and elections (collectively, “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Fire Rescue  
Attn: Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney’s Office  
Attn: Fire Rescue Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone 561-355-2225  
Fax 561-355-4398

(b) If to the Municipality at:



Palm Beach Shores Fire Rescue  
Attn: Fire Chief  
247 Edwards lane  
West Palm Beach, FL 33404

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 22. Captions:** The captions and section appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

**Section 23. Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 24. Delegation of Duty:** This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

**Section 25. HIPAA Compliance:** All parties acknowledge and agree that their respective fire-rescue departments are covered entities under HIPAA, as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA.

**Section 26. Force Majeure:** County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

**Section 27. Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 28. Survivability:** Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**Section 29: Conflict Resolution:** Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

**Section 30: No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

**Section 31: Renewal of Letters of Understanding.** Notwithstanding anything herein to the contrary, any existing duly authorized Letters of Understanding between the parties that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed and continued upon the effectiveness of this Agreement. Said Letters of Understanding shall continue and remain in effect until amended or rescinded as authorized hereunder.

**Section 32. E-VERIFY - Employment Eligibility:** Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

**ATTEST:**  
**JOSEPH ABRUZZO**  
Clerk of the Circuit Court  
& Comptroller

**PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Fire Rescue

**ATTEST:**

**TOWN OF PALM BEACH SHORES, FLORIDA**

By: \_\_\_\_\_  
Jude Goudreau, Town Clerk

By: \_\_\_\_\_  
Alan Fiers, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Keith Davis, Town Attorney

By: \_\_\_\_\_  
Trevor Steedman, Fire Chief



Town of Palm Beach Shores  
Commission Workshop  
April 11, 2022

## Public Works Overtime

At midyear Public Works overtime is nearly double the amount budgeted. Fortunately, this is not a large budget item at \$4,000. It does highlight a situation that needs to be acknowledged. One cause is the demand on PW staff to setup, breakdown, and cleanup for community civic events. Time spent on these tasks takes away from the time spent on their regular duties and often results in overtime. Overtime on these activities is approximately \$2,500. Projected to the end of the year this will be in the \$4,000 range.

The Mayor believes the Commission should be aware of this and discuss whether it is an appropriate use of Town funds.

**ORDINANCE NO. O-2-22**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS. ARTICLE III BUILDING STANDARDS. SEC. 14-108 LOCAL AMENDMENTS TO CHAPTER 1 ADMINISTRATION OF THE FLORIDA BUILDING CODE ADOPTED. SECTION 109 FEES. BY REQUIRING ADJUSTMENTS TO PERMIT FEES PAID PRIOR TO ISSUANCE OF A CO OR EQUIVALENT IN ORDER TO ENSURE PAYMENT OF CORRECT FEES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores desires to ensure payment of correct building permit fees for all Town issued building permits; and

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores has determined that requiring adjustments to initial permit fees prior to the issuance of a CO or equivalent based on owner and contractor certification of all sums and consideration paid and payable for the construction activity is an appropriate manner of accomplishing this.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:**

**Section 1:** Chapter 14. Buildings and Building Regulations. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Building Standards. Sec. 14-108. Local Amendments to Chapter 1. Administration of the Florida Building Code Adopted. Section 109 FEES, by amending subsection 109.3 Building Permit Valuations by requiring adjustments to permit fees paid prior to issuance of a CO or equivalent in order to ensure payment of correct fees; providing that subsection 109.3 Building Permit Valuations shall hereafter read as follows:

**CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS  
ARTICLE III BUILDING STANDARDS  
SEC. 14-108. LOCAL AMENDMENTS TO CHAPTER 1. ADMINISTRATION OF THE  
FLORIDA BUILDING CODE ADOPTED  
SECTION 109  
FEES**

**109.3 Building permit valuations.**

(1) Prior to permit issuance. Proof of the total valuation of construction activity (building, alteration, structure, electrical, gas, mechanical and/or plumbing systems) for permit fee cost valuation purposes may be established by the permit applicant via submission to the Building Official of a written, signed and notarized construction contract or by the submission of an affidavit by the subject property owner supported by an attached copy of the construction contract. If there is no written construction contract, then the contractor or the owner must submit a specific description of all construction activity contemplated, all consideration to be paid therefor and the value thereof; which description shall be certified in writing under oath by both the contractor and the owner. If the permit applicant fails to make such submission, waives making such submission, requests issuance of the permit without making such submission, or otherwise fails to submit sufficient evidence of cost valuation, then the building official shall determine the total valuation of construction activity for permit fee cost valuation purposes based on his experience, his knowledge of then current market conditions, and the information contained in the submitted permit application. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, and overhead and profit; excluding only land value and demolition. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), as published by International Code Congress. Final building permit valuation shall be set by the building official.

(2) Adjustment to permit fee prior to CO or equivalent. Upon application for final inspections and a Certificate of Occupancy (CO) or equivalent, both the owner and the contractor to whom the permit is issued shall certify in writing under oath to the Building Official all sums and consideration paid and payable for the construction activity. No final inspections shall be made, and no CO or equivalent shall be issued for

any construction related activity unless it is determined by the Building Official that construction activity actually performed conforms to, is not more or greater than, and does not substantially (ten (10) percent or more) exceed valuation of that activity contemplated in the permit application(s); if such determination is not made, then no final inspection and no CO or shall be given until all approvals and permits therefor have been secured and all permit fees applicable thereto have been paid.

**Section 2:** Each and every other section and subsection of Chapter 14. Buildings and Building Regulations. shall remain in full force and effect as previously adopted.

**Section 3:** All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

**Section 4:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 5:** Specific authority is hereby granted to codify this Ordinance.

**Section 6:** This Ordinance shall take effect immediately upon adoption.

**FIRST READING** this **25th** day of April, 2022.

**SECOND AND FINAL READING** this **23rd** day of May, 2022.

**TOWN OF PALM BEACH SHORES**

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Alan Fiers, Mayor

First Reading April 25, 2022

ATTEST:

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Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

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Keith W. Davis, Town Attorney





### Consideration of Code Change

Town Code Pf. 4.6(d) requires elevation of the finished floor of any building to be a minimum of one-half (1/2) feet and a maximum of one and one-half (1-1/2) feet above the highest grade elevation of the building site or no less than the 100-year flood level, whichever is highest. A copy of the code is attached.

The Town has approved one variance request on this requirement and two more are in the variance process now. In each case, the owner is putting an addition on an existing home. Building the addition to this code would require the floors of the addition to be at a different height than the existing home. This can be an aesthetic problem as well as a safety/tripping hazard.

Recent and current variance requests on this paragraph:

Address	<i>Approval by:</i>		
	DRC	P&Z	Commission
214 Bravado	✓	✓	✓
125 Cascade	✓	✓	<i>April meeting</i>
225 Inlet	✓	<i>April meeting</i>	<i>May meeting</i>

Consider whether to revise the code to allow for the exception in specific cases where there is an existing home with a floor level that will not meet the current requirements. It would eliminate the need for a variance which is a cost to the Town as well as the homeowner.

## Pf. 4.6. - Grade elevations.

- a. Generally, the grade elevation of any building site at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, shall be a minimum of one and one-half (1½) feet and a maximum of two (2) feet above the mean elevation of the crown of the adjacent street or streets.
- b. However, for any single story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, may be increased to a maximum of three (3) feet above the mean elevation of the crown of the adjacent street or streets.
- c. For any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, must be three (3) feet above the mean elevation of the crown of the adjacent street or streets. All ingress and egress ways for the underground/depressed parking level shall retain the grade slope to the greatest extent possible. Where necessary to facilitate the underground/depressed parking level, retaining walls may be utilized to comply with grade elevation requirements, however, the use of any such retaining wall must be specifically approved by the Planning and Zoning Board as part of the site plan review process.
- d. The elevation of the finished first floor of any building shall be a minimum of one-half (½) feet and a maximum of one and one-half (1 ½) feet above the highest grade elevation of the building site or no less than the 100-year flood level, whichever is the highest. However, for any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the elevation of the finished first floor of the building shall be no higher than seven (7) feet above the mean elevation of the crown of the street at the front of the lot. All ingress and egress ways for the first floor shall be set at or between the grade elevation at the building foundation, and the elevation of the finished first floor.
- e. At the boundary lines, the building site shall be graded to a reasonable match with abutting properties. The balance of the building site, including all surface parking areas, shall be graded from the high level located two (2) feet outward from the building foundation to the low levels at the boundary lines, with a continuous gradual slope.

(Ord. No. O-1-05, § 2, 6-20-05; Ord. No. O-4-07, § 1, 3-19-07; Ord. No. O-22-07, § 1, 11-19-07; Ord. No. O-15-19, § 2, 6-17-19)