

NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL
MEETING
AGENDA**

February 9, 2023

5:30 P.M.

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER at approximately 5:30 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Discussion** and **Possible** Action related to Town Hall Facilities.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ADJOURNMENT: Approximately 5:50 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she 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.

AGENDA ITEM REPORT

February 9, 2023

ITEM NUMBER: 1.

ITEM: Discussion and **Possible** Action related to Town Hall Facilities.

DESCRIPTION:

History

Town Hall was built in 1974. The Annex Building that currently houses Public Works Administration, the Town Clerk's Office, Information Technology (IT), and Finance used to be a water holding tank as part of the Town's Water Distribution System. Over the years, the Town has modified the building to suit its needs. Building plans that pertain to structural, mechanical, plumbing, and electrical do not exist. Building plans are important to help engineers and architects determine what is existing in the building and if the building allows what is proposed. The first question that is often asked by Engineers and Architects is if the Town has a set of plans for the building.

Without building plans, Engineers and Architects perform a forensic analysis to help create a set of plans that deal directly with the work that they will be performing. Creating plans will further delay the process and add to the cost of performing maintenance and repairs. Please see below summary of findings.

Building Systems

Electrical

The electrical system in the building is functional at this time; however, there are many items that need to be addressed to bring it up to the existing Electrical Code (see attached report). There are items that need to be addressed immediately as well as items that should be addressed soon.

Life Safety Issues

- Incorrect grounding and bonding in both buildings poses a risk to the structures and inhabitants.
- Workspace clearance:
 1. Breakroom tables next to a 480-volt main distribution panel
 2. Water faucet near 480-volt main distribution panel

Immediate Concerns

- Incorrect covering for main breaker panels
- Mislabeled or non-labeled electrical circuit breakers
- Lack of temperature control in electrical room is leading to corrosion of electrical components.
- There are double taps inside the panel where wires terminate.

- The Fire Alarm system is in the same enclosure as 120V circuits and needs to be in a separate enclosure.
- Added components on the electrical panels are not known and the amount of electrical space is not known. There is no way to develop to an electrical load calculation under the current conditions.

General Concerns

- Wiring should be in the correct conduit and affixed to the wall properly.
- Running new wire is extremely hazardous within existing conduit that houses live wires. Separate conduits are required for the new wires.
- Existing conduit conditions are moderate.

Structural

The structural components of Town Hall and the Annex Building were not forensically examined with penetrating radar. The building components were examined externally by a visual inspection for cracks and other possible issues. The internal beams and slabs were examined and displayed minor cracks in the slab, but there were no cracks in the structural beams. Both buildings are likely sitting on pilings that are driven deep into the ground. This building practice is common in areas where there is poor structural soil. Without a set of plans, it makes it difficult to determine what Town Hall and the Annex Building are being supported by. Core samples were taken in Town Hall and the Annex Building on February 6, 2023, to verify the conditions of the base floor, the water table depth, and the soil conditions beneath the slab. Due to the presence of soil settling underneath the base floor slab, there is the potential of additional settling and possible cracking of the base floor slab.

Structural Engineering Consulting Firms have been procured to perform structural inspections of the Town Hall and Annex Building to determine the structural conditions of the buildings and identify any evidence of structural distress (see attached structural report). They will be conducting a hands-on visual inspection of the building's structural envelope and accessible areas above ground. The firm will summarize the findings and provide the Town with an inspection report identifying any structural deficiencies and recommend any structural repairs that may be warranted.

Town Hall

Town Hall has a six-inch (6") slab underneath it with a visqueen moisture barrier. The base floor elevation is approximately five feet (5') above sea level. There is currently an empty void about six-inches (6") deep beneath the base floor slab. The consistency of the soil underneath the building is loam with sections of marl (clay-like substance).

Annex Building

The annex Building has a twelve-inch (12") slab underneath it. There is no moisture barrier present underneath what used to be a water holding tank. There is also a void underneath the base floor slab, and the void is twelve inches (12") deep.

Mechanical

There are two (2) HVAC systems within the Town. The larger system serves all of Town Hall along with the Public Works Break Room. The smaller system serves the Annex Building.

The larger HVAC system utilizes a chiller and condenser to cool the building. There are four (4) air handlers that are older and are near the end of their service lives. The cost to replace each air handler is about \$40k. There are sections of ductwork that need to be replaced. The ductwork in the Council Chambers utility closet is sagging and scrubs the door when it is opened.

The smaller HVAC system is 20 years old. The system utilizes one (1) air handler, and the system effectively cools the building. The unit is maintained in good condition, but the unit is near the end of its estimated service life.

Plumbing

The plumbing system was evaluated and did not show any major issues (see attached report).

Roof

The condition of the roof was addressed at the February Council Meeting. It has certainly reached its life expectancy and complete replacement of the roof is needed.

Mold / Asbestos

Testing was performed in January 2023 which did not reveal significant levels of mold spores caused by water intrusion. Asbestos testing was performed in July 2021 which revealed asbestos in certain areas of Town Hall and subsequent removal of the asbestos material was conducted and remediation was performed. Further in-depth testing for mold and asbestos is in process.

Additional Information and Staff Relocation

Within the last few months, an attempt was made to update certain areas of Town Hall and the Town discovered asbestos materials within the building. Action was taken to remove the asbestos located in Town Hall. Removal and remediation were conducted (see attached report). Furthermore, the Town conducted preliminary mold testing (see attached). Testing showed that mold levels were not at significant levels, and visible areas that contained mold were removed and air scrubbers were placed to dry the area out. However, during this process, Town employees noticed a brownish liquid substance seeping through the floor laminate in the main Town Hall area. The Town conducted coring samples of the ground floor to try to better assess the problem. The coring samples revealed that a visqueen barrier was installed beneath the Town Hall administrative offices but not in the Annex Building. The cause of the brownish liquid substance has not been identified. At the moment, the Town Engineer and Public Works Director are conducting in-depth mold and asbestos testing. The results are still pending.

The direction received at the last Council meeting was to bring forth as much information as possible regarding the status of the building and the results of any tests that were conducted. A discussion also occurred directing Town staff to look for options to relocate during this time. Two options for relocation were explored: commercial office space in the Town and modular office space.

Option 1: Commercial office space. The Town staff has worked diligently to try to look for already existing commercial office space to temporarily relocate staff. We also consulted with a commercial realtor to help locate available space within Bay Harbor Islands. At this moment, there is no availability for commercial space, other than 600 square feet of available space located in 1111 Kane Concourse.

Option 2: Modular office trailers. We looked at all surface lots that the Town owns and consulted with our Parking Enforcement Supervisor. The most feasible lot for modular office placement able to accommodate all our Town services including the Police Department is the surface parking lot located in 95th street. There are a total of 91 parking spaces on the 95th street

lot. Out of those 91 spaces, the monthly average of parking passes sold for that lot is about 35. If we choose to place our modular offices in this lot, and leave enough parking for Town employees and Town visitors, we will take up four (4) rows of parking and leave 31 spaces still available for resident parking passes. Any other needed parking would overflow into our municipal garage a little further down the street on 95th.

To accommodate the staff of the Town Annex, Main Town Hall, Building Department, Police Department and a break room facility (used for Public Works and the rest of staff), we anticipate needing a total of five (5) modular ADA accessible trailers measuring 24 ft by 54 ft each (please see attached diagram of anticipated placement on 95th street lot). The total monthly cost for all five (5) modular ADA accessible office trailers is approximately \$12,500. If the trailers are furnished with minimal furniture such as desks and some storage for files, there will be an additional cost of approximately \$4,000 a month. This is for a minimum 18-month rental agreement with a month-to-month option after the 18-month agreement. There is a one-time freight, set up fee totaling \$79,495. There is also a one-time dismantle/return fee totaling \$55,295.

Aside from the modular trailers, there will be additional work needed and additional setup expenses for items such as: Hotwire connection, utility connections, IT connectivity, etc. The costs of setting these items up will vary, but staff will try to do this as cost-effective as possible. The lead time for the delivery of the trailers is approximately one (1) month.

RECOMMENDED ACTION:
Council's Discretion

FINANCIAL ANALYSIS:

The total monthly cost for all five (5) modular ADA accessible office trailers is approximately \$12,500. If the trailers are furnished with minimal furniture such as desks and some storage for files, there will be an additional cost of approximately \$4,000 a month. This is for a minimum 18-month rental agreement with a month-to-month option after the 18-month agreement. There is a one-time freight, set up fee totaling \$79,495. There is also a one-time dismantle / return fee totaling \$55,295.

Aside from the modular trailers, there will be additional work needed and additional setup expenses for items such as: Hotwire connection, utility connections, IT connectivity, etc. The costs of setting these items up will vary, but staff will try to do this as cost-effective as possible.

GENERAL FUND:

The Town's Air Conditioner, Roof Replacement, Modular Rentals & Construction associated with the major repairs or renovations are not budgeted in Fiscal Year 2022-2023. The Budget Amendment will be necessary to appropriate Unrestricted Fund Balance (Reserves) corresponding to any decision made by the Town Council. Below is an estimated UNAUDITED

Fund Balance as of September 30th, 2022.

The total AUDITED Unrestricted FY 2020-2021 Fund Balance at September 30, 2021 was \$12,207,201.

FY 2021-2022 UNAUDITED surplus (revenues and other inflows, minus expenditure and other outflows), is ESTIMATED to be at \$3,484,660.

The total ESTIMATED Unrestricted Fund Balance (Reserves) at September 30, 2022 will be \$15,691,861.

TDR Sale Proceeds Allowable Usage from Chapter 23 – Zoning and Planning, Sec. 23-22.2 – Transfer of development rights, paragraph d. (see attached).

“Revenue from the sale of TDRs. The revenue generated from the sale of development rights from the TDR reserve bank shall be allocated to town infrastructure improvements including but not limited to wastewater, potable water and stormwater facilities, parking facilities, parks and recreational facilities, municipal buildings or other municipal purposes.”

PARKING FUND:

The total AUDITED Unrestricted FY 2020-2021 Fund Balance at September 30, 2021 was \$481,117.

FY 2021-2022 UNAUDITED surplus (revenues and other inflows, minus expenditure and other outflows), is ESTIMATED to be \$363,149.

Total ESTIMATED Unrestricted Fund Balance (Reserves) at September 30, 2022 will be \$844,266.

PARKING TRUST:

Current FY 2022-2023 Parking Trust fees received: LaBaia South in the amount of \$780,000. Anticipated Parking Trust receipts are: LaBaia North in the amount of \$780,000; Kane BHI Property 1 development in the amount of \$1,680,000.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	95th Street Lot layout of modular space
2.	Annex Mold report _23002061_1
3.	Asbestos _Building Department_ Air Certificate
4.	Asbestos _Survey-7-11-21-Adm_and_Annex
5.	Building Dept. Mold report _23002062_1
6.	Main Town Hall Mold report _23002060_1
7.	Modular Office space layout - 24x56 _1376_175_ LAYOUT PAGE ONLY
8.	New England Plumbing Report
9.	Office Furniture - rental - Mobile Modular Pricing L2 3-2023

10.	Police Dept. Mold report_23002063_1
11.	Structural Letter-YHCE
12.	Discussion and Possible Action for Town Hall Facilities
13.	Modular Rental pricing - Town of Bay Harbor Islands-24x56 x 5 NEW- 521941_02_07_2023
14.	FY 2020-2021 Reserves
15.	Sec. 23 22.2. ___Transfer_of_development_rights



Analysis Report prepared for

Rapid Response Restoration

1080 94th St
#412
Miami Beach, FL 33154

Phone: (786) 408-6188

8659
Bay Harbor Town Hall Annex

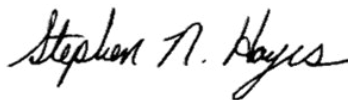
Collected: **January 13, 2023**
Received: **January 16, 2023**
Reported: **January 16, 2023**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 3 samples by FedEx in good condition for this project on January 16th, 2023.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

Sample Number	1	35551597		2	35551581		3	35551584	
Sample Name	Jason Office			Main Area			Accounting		
Sample Volume	75 L			75 L			75 L		
Reporting Limit	13 spores/m³			13 spores/m³			13 spores/m³		
Background	2			3			2		
Fragments	ND			ND			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria									
Ascospores	7	93	77.8%	1	13	50.0%			
Aspergillus Penicillium	2	27	22.2%						
Basidiospores							1	13	25.0%
Bipolaris Drechslera									
Chaetomium									
Cladosporium							3	40	75.0%
Curvularia									
Epicoccum									
Fusarium									
Memnoniella									
Myxomycetes				1	13	50.0%			
Pithomyces									
Stachybotrys									
Stemphylium									
Torula									
Ulocladium									
Total	9	120	100%	2	26	100%	4	53	100%

Water Damage Indicator

Common Allergen



Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023

Project Analyst:
Connor Gailliot, BS

Date:
01 - 16 - 2023

Reviewed By:
Steve Hayes, BSMT

Date:
01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 4

Spore Trap Information

Reporting Limit	The Reporting Limit is the lowest number of spores that can be detected based on the total volume of the sample collected and the percentage of the slide that is counted. At Hayes Microbial, 100% of the slide is read so the LOD is based solely on the total volume. Raw spore counts that exceed 500 spores will be estimated.
Blanks	Results have not been corrected for field or laboratory blanks.
Background	The Background is the amount of debris that is present in the sample. This debris consists of skin cells, dirt, dust, pollen, drywall dust and other organic and non-organic matter. As the background density increases, the likelihood of spores, especially small spores such as those of <i>Aspergillus</i> and <i>Penicillium</i> may be obscured. The background is rated on a scale of 1 to 5 and each level is determined as follows: NBD: No background detected due to possible pump or cassette malfunction. Recollect sample. (Field Blanks will display NBD) 1 : <5% of field occluded. No spores will be uncountable. 2 : 5-25% of field occluded. 3 : 25-75% of field occluded. 4 : 75-90% of field occluded. 5 : >90% of field occluded. Suggested recollection of sample.
Fragments	Fragments are small pieces of fungal mycelium or spores. They are not identifiable as to type and when present in very large numbers, may indicate the presence of mold amplification.
Control Comparisons	There are no national standards for the numbers of fungal spores that may be present in the indoor environment. As a general rule and guideline that is widely accepted in the indoor air quality field, the numbers and types of spores that are present in the indoor environment should not exceed those that are present outdoors at any given time. There will always be some mold spores present in "normal" indoor environments. The purpose of sampling and counting spores is to help determine whether an abnormal condition exists within the indoor environment and if it does, to help pinpoint the area of contamination. Spore counts should not be used as the sole determining factor of mold contamination. There are many factors that can cause anomalies in the comparison of indoor and outdoor samples due to the dynamic nature of both of those environments.
Water Damage Indicator Common Allergen	Blue: These molds are commonly seen in conditions of prolonged water intrusion and usually indicate a problem. Green: Although all molds are potential allergens, these are the most common allergens that may be found indoors.
Color Coding	Fungi that are present in indoor samples at levels lower than 200 per cubic meter are not color coded on the report, unless they are one of the water damage indicators.

Organism Descriptions

Ascospores	Habitat: A large group consisting of more than 3000 species of fungi. Common plant pathogens and outdoor numbers become very high following rain. Most of the genera are indistinguishable by spore trap analysis and are combined on the report.
	Effects: Health affects are poorly studied, but many are likely to be allergenic.
Aspergillus Penicillium	Habitat: The most common fungi isolated from the environment. Very common in soil and on decaying plant material. Are able to grow well indoors on a wide variety of substrates.
	Effects: This group contains common allergens and many can cause hypersensitivity pneumonitis. They may cause extrinsic asthma, and many are opportunistic pathogens. Many species produce mycotoxins which may be associated with disease in humans and other animals. Toxin production is dependent on the species, the food source, competition with other organisms, and other environmental conditions.
Basidiospores	Habitat: A common group of Fungi that includes the mushrooms and bracket fungi. They are saprophytes and plant pathogens. In wet conditions they can cause structural damage to buildings.
	Effects: Common allergens and are also associated with hypersensitivity pneumonitis.
Cladosporium	Habitat: One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
	Effects: A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.
Myxomycetes	Habitat: Found on decaying plant material and as a plant pathogen.
	Effects: Some allergenic properties reported, but generally pose no health concerns to humans.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

**PCM AIR SAMPLING & CLEARANCE TESTING
REPORT**

FOR:

***Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154***

LOCATION:

***Town of Bay Harbor Islands
Building Department
9665 Bay Harbor Terrace - 2nd Floor
Bay Harbor Islands, Florida 33154***

PERFORMED BY:

***ACM Engineering & Environmental Services
1500 W. Cypress Creek Road, Suite 413
Fort Lauderdale, Florida 33309***

DATE:

October 25th, 2021



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

ASBESTOS FIBERS AIR CERTIFICATE

FOR:

*Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154*

LOCATION:

*Town of Bay Harbor Islands
Building Department
9665 Bay Harbor Terrace - 2nd Floor
Bay Harbor Islands, Florida 33154*

October 25th, 2021

The Building Department in the second floor is certified as clean and there is no cause to restrict usage and/or occupancy of the area with respect to asbestos fibers in air contamination.

Asbestos air monitoring was performed by David Lint and Melissa Mosquera on October 22nd, 2021 under the direction of Mr. Patrick T. Griffin P.E., State of Florida Licensed Asbestos Consultant #AX56. The asbestos air samples were analyzed by phase contrast microscopy (PCM) using the National Institute of Occupational Safety and Health (NIOSH) Method 7400 entitled "Fibers", published in the NIOSH Manual of Analytical Methods, 3rd Edition, 2nd Supplement, August 1987, indicate that the concentration of fibers in the air was less than the U.S. EPA AHERA PCM clearance level of 0.01(f/cc) fibers per cubic centimeter of air.




Melissa Mosquera
NIOSH-582 Certified
EPA Asbestos Contractor/Supervisor
October 25th, 2021

ACM Engineering & Environmental
Services, Inc.

1500 West Cypress Creek Road,
Suite 419

Ft. Lauderdale, Florida 33309

Patrick Griffin P.E. AX56

Florida Licensed Asbestos Consultant

CLIENT: Town of Bay Harbor Islands

FACILITY: Building Department

LOCATION: 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154

DATE: 10/22/21 COLLECTED BY: David C. Lint & Melissa Mosquera

DATE: 10/25/21 ANALYZED BY: David C. Lint

SAMPLE I.D.	Pump I.D.	SAMPLE DESCRIPTION	SAMPLING PERIOD		PUMP FLOW RATES-(LPM)			SAMPLE VOLUME		LAB RESULTS	
			Start	Stop	Total Min	Start	Stop	Avg	Tot Min x Avg	Fibers per Fields	f/cc of Air
FL21-122-A01	HV-04	Main Office Area	10:05 am	11:25 am	80	15.0	15.0	15.0	1200	4.0	<.01
FL21-122-A02	HV-06	Building Official's Office/Print Room Area	10:10 am	11:30 am	80	15.0	15.0	15.0	1200	2.0	<.01
FL21-122-A03	HV-10	Conference Room	10:17 am	11:37 am	80	15.0	15.0	15.0	1200	5.0	<.01
FL21-122-A04	HV-01	Breakroom	10:20 am	11:42 am	82	15.0	15.0	15.0	1230	2.0	<.01
FL21-122-A05	N/A	Laboratory Blank	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0	<.01
FL21-122-A06	N/A	Field Blank	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0	<.01

David C. Lint

Signature

8/23/2021

Date

NIOSH-582 CERTIFIED

State of Florida

Department of State

I certify from the records of this office that ACM ENGINEERING & ENVIRONMENTAL SERVICES INC. is a corporation organized under the laws of the State of Florida, filed on September 22, 2005.

The document number of this corporation is P05000130542.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 8605493216CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

ACM ENGINEERING & ENVIRONMENTAL SERVICES INC.

PATRICK T GRIFFIN
5404 HOOVER BLVD, SUITE 9
TAMPA FL 33634

LICENSE NUMBER: ZA512

EXPIRATION DATE: NOVEMBER 30, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

GRIFFIN, PATRICK TIMOTHY

ACM ENVIRONMENTAL, INC.

26598 US-20 WEST

SOUTH BEND IN 46628 *

LICENSE NUMBER: AX56

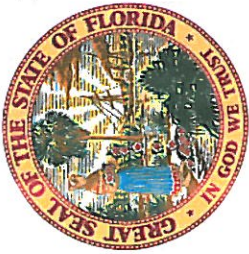
EXPIRATION DATE: NOVEMBER 30, 2022

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



LICENSE NUMBER: PE57695

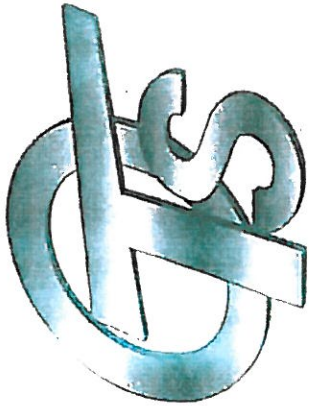
EXPIRATION DATE: FEBRUARY 28, 2023

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Occupational Training & Supply, Inc.

12601 S. Springfield • Alsip, IL 60803 • 708 / 385-1325

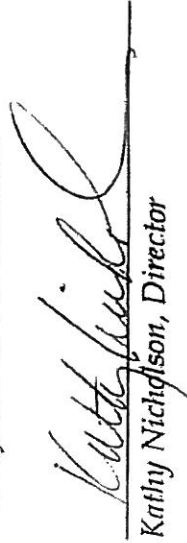
David C. Lint

296-56-1799

has successfully completed the Asbestos Fiber Counting Course, NIOSH 582 Equivalent, Sampling and Evaluating Airborne Asbestos Dust.

*Asbestos Fiber Counting
NIOSH 582 Equivalent
Sampling and Evaluating Airborne Asbestos Dust*

Course Date: August 28-31, 2000
Certificate: ASP0008282082


Kathy Nicholson, Director

2000

Vern Roberts Environmental Training, Inc.
13987 94th Avenue N Seminole, FL 33776
727-239-1445

Certifies that

MELISSA MOSQUERA

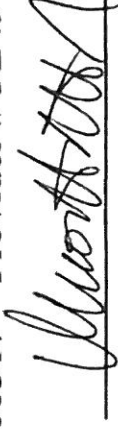
Has satisfactorily completed the requisite training for asbestos accreditation under TSCA TITLE II, EPA Model Accreditation Plan (40CFR763 E) for the 40-hour Contractor/Supervisor Initial Course on 6/18/2021, and in testimony whereof, we do confer this certificate at Seminole, Florida on 6/18/2021.

Dates of Course: 6/14/2021-6/18/2021

This Certificate Expires on: 6/18/2022

Certificate # 06182106

Course # FL49-0006317 Provider # FL49-0003810



INSTRUCTOR

Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

This is to Certify that
Melissa Mosquera



X X X - X X - 3 5 6 5

6195 Rock Island Rd., Tamarac, FL 33319

has successfully completed an English

Asbestos Building Inspection Refresher

11-Dec-20

TO

11-Dec-20

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): X

Training Address: 900 NW 5th Ave, Fort Lauderdale, FL 33311

Successful course completion based on exam score on: 11-Dec-20

This Certificate Expires:



11-Dec-21

1 2 / 1 1 / 2 1



Processed By:

INDEMNITY AND CRIMINAL PENALTIES OF LAW FOR MAKING OR
SUBMISSION OF FALSE OR MISREPRESENTATIVE STATEMENTS OR
MISREPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 2243E). I CERTIFY
THAT THIS TRAINING COMPLETION WITH ALL NECESSARY DOCUMENTS
REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCE CONTROL
ACT (TSCA) FOR PART 745 OR 746 OF THE FEDERAL REGISTER, APPLICABLE
FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor



Certificate Number: 1 8 4 9 0 3

Course Number: SE2050



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

**LIMITED SCALE NESHAP PRE-RENOVATION
SUSPECT ASBESTOS CONTAINING BUILDING
MATERIAL SAMPLING AND ANALYSIS REPORT**

FOR:

***Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154***

LOCATION:

***Town of Bay Harbor Islands
Administration & Annex Buildings
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154***

PERFORMED BY:

***ACM Engineering & Environmental Services
1500 W. Cypress Creek Road, Suite 413
Fort Lauderdale, Florida 33309***

DATE:

July 12th, 2021



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

LIMITED SCALE NESHAP PRE-RENOVATION SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SAMPLING AND ANALYSIS REPORT

FOR:

***Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154***

DATE: July 12th, 2021

STRUCTURE: Town of Bay Harbor Islands Administration & Annex Buildings

LOCATION: 9665 Bay Harbor Terrace

CITY, STATE: Bay Harbor Islands, Florida 33154

PROJECT REVIEW:

ACM Engineering and Environmental Services, Inc. (ACM- Asbestos Business License #ZA512) provided a Limited Scale NESHAP Pre-Renovation Suspect Asbestos Containing Building Material Survey on the floor tile and floor tile adhesive materials scheduled for renovation in the 1st floor of the Town of Bay Harbor Administration and Annex Buildings located at 9665 Bay Harbor Terrace in Bay Harbor Islands, Florida 33154. The site survey was performed by Melissa Mosquera on July 9th, 2021 under the direction of Mr. Patrick T. Griffin P.E., State of Florida Licensed Asbestos Consultant #AX56.

The assessment/survey conformed to the current United States Environmental Protection Agency (US EPA) and the Asbestos Hazardous Emergency Response Act (AHERA) regulations. The inspection however, does not constitute a full AHERA inventory since the scope of work of the survey was limited to building materials defined by the client. The scope of the survey was building materials that were to be disturbed by the possible/planned renovations of the building. AHERA is the current standard with respect to training rules, assessment/survey procedures, and regulations that is enforced by Federal, State and local authorities.

Analysis of the bulk samples was performed by ACM Engineering & Environmental Service's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory (NVLAP Lab Code: 101977-0) by microscopists trained at the McCrone Research Institute. The bulk samples were analyzed pursuant to US EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) and in accordance with 40 CFR Part 763, Subpart F, Appendix A. The bulk sample analysis utilizes the Polarized Light Microscopy (PLM) method for asbestos identification, which is the current US EPA approved method for asbestos bulk sampling analysis.

F.T.G. 7/12/21

EXECUTIVE SUMMARY:

The Limited Scale NESHAP Pre-Renovation Suspect Asbestos Containing Building Material Survey performed in the 1st floor of the Town of Bay Harbor Administration and Annex Buildings located at 9665 Bay Harbor Terrace, was intended to identify asbestos containing building materials (friable, non-friable, or both) that might be disturbed by the planned renovation of the structure. A total of forty nine (49) suspect asbestos bulk samples from twenty (20) homogeneous materials were collected and analyzed for asbestos content.

A summary of the analysis results is as follows:

A. The following sampled building materials were identified as containing greater than one percent (1%) asbestos content:

- Black Adhesive – 2nd Layer Beige Floor Tile
- Black Adhesive – Single Layer Pink Floor Tile

The following table summarizes the results of the asbestos assessment/survey. This table describes the location, condition, approximate quantity and the percentage/type of asbestos within each bulk sample. (C= Chrysotile)

SAMPLE COLLETION & ANALYSIS REVIEW

Material Description	Sample Number	General Location	Class-Condition	Approximate Quantity	Percent Asbestos
Black Adhesive – 2 nd Layer Beige Tile	FL21-082-15A	HR Side Room Office	Non-Friable Good Condition	132 Sq. Ft.	3% C
Black Adhesive – Single Layer Pink Floor Tile	FL21-082-17A FL21-082-17B	HR Entrance Office South Wall Middle Office	Non-Friable Good Condition	48 Sq. Ft. 48 Sq. Ft.	3%C 3%C

B. The following sampled building materials were identified to be non-detectable for asbestos content.

- Blue Floor Tile
- Yellow Adhesive
- Cream Floor Tile
- Yellow Adhesive
- White Adhesive
- Brown Floor Tile
- Beige Adhesive
- Pink Floor Tile
- Yellow Adhesive

P.T. & 7/12/21

- 2nd Layer Pink Floor Tile
- Yellow Adhesive
- Grey Leveling Compound
- White Leveling Compound
- Golden Adhesive
- 2nd Layer Beige Tile
- Single Layer Pink Floor Tile
- White Floor Tile
- White Adhesive

Material Specific Recommendations:

The Black Adhesive materials located under the 2nd Layer Beige Tile in the Human Resources (HR) side office and under the Single Layer Pink Floor Tile in the HR Office Entrance and in the south wall Middle Office covers approximately 132 square feet in the HR Side Office, 48 square feet in the HR Office Entrance, and 48 square feet in the south wall Middle Office. The Black Adhesive materials are classified as a Category I Non - Friable Asbestos Containing Building Materials (ACBM's) and were determined by an EPA Accredited Asbestos Inspector to be non-friable and in good condition. The materials are recommended to be removed as part of the planned renovations at the site. All removal, maintenance, or material disturbing actions should be performed in compliance with federal, state, and local asbestos regulations and requirements prior to the start of planned activities.

If not scheduled to be removed, the materials should be labeled as an asbestos containing building material to provide occupant and visitor awareness. The materials should be maintained and should not be subjected to certain processes, which include sawing, sanding, grinding, and intentional debris compaction, or waste reduction thus reducing the potential for unintentional material disturbance resulting in an asbestos fiber release episode.

If removed, ACM recommends that in response to the Asbestos-Containing Materials (ACMs) and/or Presumed Asbestos-Containing Materials (PACMs) identified as a result of the building inspection, a written Asbestos Removal Project Design (A plan of work practices to remove the identified ACBM's in compliance with State and Federal regulations) and Asbestos Project Management, (On-site monitoring to ensure removal /clean up of asbestos materials and controlling ACM disturbance or damage) be developed and implemented to prevent conditions that could cause exposure to employees and visitors.

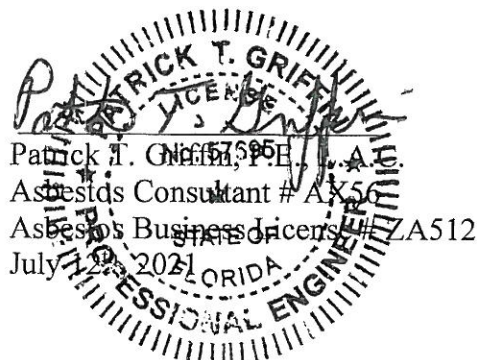
P.T.B. 7/12/21

ASBESTOS SURVEY PARAMETERS:

This report has been developed to provide the client with information regarding accessible building materials at the site. Due to the nature of the work, there is a possibility conditions exist that could not be identified within the scope of the assessment, or which were not apparent at the time of the site work. ACM is to be informed of any discoveries of building materials not listed in this report.

This asbestos survey conformed to the following parameters:

- Limited to the conditions of the suspect Asbestos Containing Building Material (ACBM) at the time of the survey.
- Does include limited recommendations for operations and maintenance procedures.
- Was developed based upon the visual observations of building materials in accessible areas and the laboratory results of bulk sample analysis for asbestos.
- Does not include warranties or guarantees.
- Does provide estimated quantities for material identification purposes only.
- Does not include the determination of the presence or absence of any other suspected hazardous substances including but not limited to toxins, carcinogens, noise, and/or contaminants in soil, water, and air.
- Did require the consultant/assessor to perform procedures that may damage the property.
- Did require the consultant/assessor to move personal items, furniture, equipment, plant life, soil, or debris, which may have obstructed access or visibility.



Melissa Mosquera
EPA Approved Asbestos Inspector
July 12th, 2021



ANALYSIS OF SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS

METHOD:

All analyses and quantifications are performed in accordance with the U.S. Environmental Protection Agency's "Method for the Determination of Asbestos in Bulk Building Materials", EPA/600/R-93/116 & EPA/600/M4-82/020: "Interim Method for the Determination of Asbestos in Bulk Insulation Samples." ACM Engineering & Environmental Services is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for the scope of accreditation under NVLAP lab code 101977-0. These methods utilize stereoscopic examination of bulk samples, as well as utilizing the polarized light microscope (PLM). To determine the refractive index, the central stop dispersion staining method is used, as well as matching with refractive index oil and using light matching the sodium D line wavelength. Identification of non-asbestos species is less rigorous, as they are of secondary interest.

Gross samples are examined under a 10X or 20X stereoscope where homogeneity (need for sub-samples), texture and/or any other distinguishing characteristics are determined. Any fibrous material is mounted in high dispersion oil for further microscope examination utilizing PLM. Any possible asbestos fibers are analyzed for morphology, color and pleochroism, index of refraction parallel and perpendicular to elongation, birefringence, extinction characteristic and sign of elongation, and any other distinguishing characteristics observed.

The percentage of asbestos and other fibrous materials are then determined according to sample area coverage and thickness. The limit of quantitation is one percent (1%). The above is recorded on the laboratory analysis sheet and maintained for three years. The error involved for reported percentages of fibrous is 100% error for 1% to 5%, 50% error for 5% to 20%, and 25% error for 20% to 100%. All percentages will be reported in a range indicating error or a single value, in which case the above error should be applied. When the value 1% or greater is reported this indicates asbestos is present in the sample.

THE REPORT:

The attached report quantifies the fibrous materials found in each sample submitted for analysis. A complete fibrous analysis of samples is given for each sample followed by a breakdown analysis of any sub-samples for heterogeneous material. The percentages reported are based on Compared Visual Estimate (CVE) with known sample values.

- *The first column* is the client sample number identification.
- *The second column* is the laboratory sample number. The laboratory number for the overall sample analysis is a digit number. The laboratory number followed by a letter designation (A,B,C, etc.) indicates a sub-sample analysis.
- *The third column* is the sample identification, which indicates whether the sample is homogeneous or heterogeneous, the color of the sample, and the physical description (cementitious, fibrous, cloth, etc.)
- *The fourth column* indicates the types and percentages of asbestos identified if any.
- *The fifth column* indicates the types and percentages of cellulose (CELL) non-asbestos identified.
- *The sixth column* indicates the types and percentages of non-fibrous, non-asbestos material (NON -FIB NON-ACBM) identified.
- *The seventh column* indicates the types and percentages of fibrous non-asbestos material (FIB NON ACBM) in the sample or sub-sample.

SAMPLE RETENTION:

Samples will be retained for 6 months unless otherwise instructed. After this period, the sample(s) will be disposed of appropriately. Upon written request, the samples will be returned by mail or delivery for a nominal fee to cover postage and handling. There would be no charge for samples picked-up at ACM Engineering & Environmental Services.

DISCUSSION AND RECOMMENDATIONS:

In order to reduce the risk of introducing asbestos fibers into the air, care should be taken not to disturb the asbestos containing building materials. If renovation, demolition or other activities might disturb known asbestos containing building materials, a reputable asbestos consultant should be contacted to help effectively design and implement an asbestos management program.

COMPONENTS DESCRIPTION:

ASBESTOS MATERIALS

A = Amosite
AC = Actinolite
AN = Anthophyllite
C = Chrysotile
CR = Crocidolite
T = Tremolite
---- = No Asbestos Detected

NON-ASBESTOS MATERIALS

CF = Ceramic Fibers N = Nylon
CO = Cotton O = Other
G = Fibrous Glass S = Synthetics
H = Hair V = Vermiculite
M = Mineral Wool

NOTE: ACM Engineering & Environmental Services does not deviate from the test method described in this report. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report relates only to the items above. This report must not be reproduced, except in full, without the written consent of ACM Engineering & Environmental Services. The results reported relate only to the samples provided by the customer and tested by the laboratory.

**ACM ENGINEERING & ENVIRONMENTAL SERVICES****WWW.ACMENV.COM****26598 U.S. 20 WEST, SOUTH BEND, IN 46628****P: (574)234-8435 F: (574)234-6800**

CLIENT: Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Island, FL 33154

ANALYSIS METHODS: EPA/600/R-93-116 &
EPA/600/M4-82-020
NVLAP LAB CODE: 101977-0
MATRIX: Bulk

LOCATION: Town of Bay Harbor Islands
Administration and Annex Buildings
9665 Bay Harbor Terrace
Bay Harbor Island, FL 33154

Sample Date: 7/9/21
Analysis Date: 7/12/21
ACM PROJECT #: FL21-082/32825

<i>CLIENT SAMPLE #</i>	<i>LAB SAMPLE #</i>	<i>SAMPLE IDENTIFICATION</i>	<i>ASBEST</i>	<i>CELL</i>	<i>NON FIB NON ACBM</i>	<i>FIB NON ACBM</i>
FL21-082-01A	2111180	BLUE FLOOR TILE	----	----	100%	----
FL21-082-01B	2111181	BLUE FLOOR TILE	----	----	100%	----
FL21-082-01B	2111182	BLUE FLOOR TILE	----	----	100%	----
FL21-082-01D	2111183	BLUE FLOOR TILE	----	----	100%	----
FL21-082-01E	2111184	BLUE FLOOR TILE	----	----	100%	----
FL21-082-02A	2111185	YELLOW ADHESIVE	----	----	100%	----
FL21-082-02B	2111186	YELLOW ADHESIVE	----	----	100%	----
FL21-082-02C	2111187	YELLOW ADHESIVE	----	----	100%	----
FL21-082-02D	2111188	YELLOW ADHESIVE	----	----	100%	----
FL21-082-02E	2111189	YELLOW ADHESIVE	----	----	100%	----
FL21-082-03A	2111190	CREAM FLOOR TILE	----	----	100%	----
FL21-082-03B	2111191	CREAM FLOOR TILE	----	----	100%	----
FL21-082-03C	2111192	CREAM FLOOR TILE	----	----	100%	----
FL21-082-03D	2111193	CREAM FLOOR TILE	----	----	100%	----
FL21-082-04A	2111194	YELLOW ADHESIVE	----	----	100%	----
FL21-082-04B	2111195	YELLOW ADHESIVE	----	----	100%	----
FL21-082-04C	2111196	YELLOW ADHESIVE	----	----	100%	----
FL21-082-05A	2111197	BROWN FLOOR TILE	----	----	100%	----
FL21-082-06A	2111198	BEIGE ADHESIVE	----	----	100%	----
FL21-082-07A	2111199	PINK FLOOR TILE	----	----	100%	----
FL21-082-07B	2111200	PINK FLOOR TILE	----	----	100%	----
FL21-082-07C	2111201	PINK FLOOR TILE	----	----	100%	----
FL21-082-08A	2111202	YELLOW ADHESIVE	----	----	100%	----
FL21-082-08B	2111203	YELLOW ADHESIVE	----	----	100%	----
FL21-082-08C	2111204	YELLOW ADHESIVE	----	----	100%	----
FL21-082-09A	2111205	2 ND LAYER PINK FLOOR TILE	----	----	100%	----
FL21-082-09B	2111206	2 ND LAYER PINK FLOOR TILE	----	----	100%	----
FL21-082-10A	2111207	YELLOW ADHESIVE	----	----	100%	----

**ACM RECOMMENDS POINT COUNTING ANALYSIS ON ALL BULK SAMPLES
WITH LESS THAN 10% (<10%) ASBESTOS CONTENT.**

Microscopist: _____

Title: Laboratory DirectorDate: 7/12/21

Revision 5, 6/24/20

**ACM ENGINEERING & ENVIRONMENTAL SERVICES****WWW.ACMENV.COM****26598 U.S. 20 WEST, SOUTH BEND, IN 46628****P: (574)234-8435 F: (574)234-6800****CLIENT:** Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Island, FL 33154**ANALYSIS METHODS:** EPA/600/R-93-116 &
EPA/600/M4-82-020
NVLAP LAB CODE: 101977-0
MATRIX: Bulk**LOCATION:** Town of Bay Harbor Islands
Administration and Annex Buildings
9665 Bay Harbor Terrace
Bay Harbor Island, FL 33154**Sample Date:** 7/9/21
Analysis Date: 7/12/21
ACM PROJECT #: FL21-082/32825

<i>CLIENT SAMPLE #</i>	<i>LAB SAMPLE #</i>	<i>SAMPLE IDENTIFICATION</i>	<i>ASBEST</i>	<i>CELL</i>	<i>NON FIB NON ACBM</i>	<i>FIB NON ACBM</i>
FL21-082-10B	2111208	YELLOW ADHESIVE	----	----	100%	----
FL21-082-11A	2111209	GREY LEVELING COMPOUND	----	----	100%	----
FL21-082-11B	2111210	GREY LEVELING COMPOUND	----	----	100%	----
FL21-082-11C	2111211	GREY LEVELING COMPOUND	----	----	100%	----
FL21-082-11D	2111212	GREY LEVELING COMPOUND	----	----	100%	----
FL21-082-11E	2111213	GREY LEVELING COMPOUND	----	----	100%	----
FL21-082-12A	2111214	WHITE LEVELING COMPOUND	----	----	100%	----
FL21-082-12B	2111215	WHITE LEVELING COMPOUND	----	----	100%	----
FL21-082-13A	2111216	GOLDEN ADHESIVE	----	----	100%	----
FL21-082-13B	2111217	GOLDEN ADHESIVE	----	----	100%	----
FL21-082-14A	2111218	2 ND LAYER BEIGE FLOOR TILE	----	----	100%	----
FL21-082-15A	2111219	BLACK ADHESIVE	3% C	----	97%	----
FL21-082-16A	2111220	SINGLE LAYER PINK FLOOR TILE	----	----	100%	----
FL21-082-16B	2111221	SINGLE LAYER PINK FLOOR TILE	----	----	100%	----
FL21-082-17A	2111222	BLACK ADHESIVE	3% C	----	97%	----
FL21-082-17B	2111223	BLACK ADHESIVE	3% C	----	97%	----
FL21-082-18A	2111224	WHITE FLOOR TILE	----	----	100%	----
FL21-082-18B	2111225	WHITE FLOOR TILE	----	----	100%	----
FL21-082-19A	2111226	WHITE ADHESIVE	----	----	100%	----
FL21-082-19B	2111227	WHITE ADHESIVE	----	----	100%	----
FL21-082-20A	2111228	WHITE ADHESIVE	----	----	100%	----

**ACM RECOMMENDS POINT COUNTING ANALYSIS ON ALL BULK SAMPLES
WITH LESS THAN 10% (<10%) ASBESTOS CONTENT.**

Microscopist: Larry MalachukTitle: Laboratory DirectorDate: 7/12/21

Revision 5, 6/24/20



ACM Engineering & Environmental Services, Inc.
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Chain-of-Custody / Analysis Request Form

CLIENT / CONTACT / SITE INFORMATION

Contact: Jose Custodio	Client/Company Name & Address:
Phone: 786-641-3428	Town of Bay Harbor Islands
E-Mail:	9665 Bay Harbor Terrace
Reference Number:	Bay Harbor Island, Florida 33154
Sampled By: Melissa Mosquera	☒ CHECK THE PROVIDED BOX IF THE CLIENT & SITE ADDRESS ARE THE SAME
Date Sampled: 07/09/2021	Site Address: Town of Bay Harbor Islands
FOR LABORATORY USE ONLY:	Administration and Annex Buildings
☒ Samples received in proper condition for requested analysis.	9665 Bay Harbor Terrace
LABORATORY PROJECT ID #:	Bay Harbor Island, Florida 33154

TURN AROUND TIME
☒ RUSH Under 24 Hours Special Request
☐ 24 Hours
☐ 2 - 3 Days
☐ 4+ Days
NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the moment of receipt in the laboratory.

ACM PROJECT NUMBER
FL21-082 / 32825

COMMENTS

SAMPLE ID		SAMPLE DESCRIPTION/SERIAL NUMBER	SAMPLE LOCATION	AREA/VOLUME/MATERIAL	REQUESTED ANALYSIS				
FL21-082-01A	Blue Floor Tile		Annex Building		Asbestos Bulk (PLM)	Asbestos Point Count	Fungal Spore Trap Analysis (Air)	Fungal Direct Examination (Tape)	Colling P/A
FL21-082-01B	Blue Floor Tile		Annex Building		✓				
FL21-082-01C	Blue Floor Tile		Annex Building		✓				
FL21-082-01D	Blue Floor Tile		Annex Building		✓				
FL21-082-01E	Blue Floor Tile		Annex Building		✓				
FL21-082-02A	Yellow Adhesive		Annex Building		✓				
FL21-082-02B	Yellow Adhesive		Annex Building		✓				
FL21-082-02C	Yellow Adhesive		Annex Building		✓				
FL21-082-02D	Yellow Adhesive		Annex Building		✓				
FL21-082-02E	Yellow Adhesive		Annex Building		✓				
FL21-082-03A	Cream Floor Tile		Administration Building - 1st Floor		✓				
FL21-082-03B	Cream Floor Tile		Administration Building - 1st Floor		✓				
FL21-082-03C	Cream Floor Tile		Administration Building - 1st Floor		✓				
FL21-082-03D	Cream Floor Tile		Administration Building - 1st Floor		✓				
FL21-082-04A	Yellow Adhesive		Administration Building - 1st Floor		✓				
					Other: Please Specify	E. Coll. Facial Coliform Bacteria			

Submitted/Requested By:	Date/Time: 7-9-21	Received/Accepted By:	Date/Time: 7/12/21
Rev 1 6/19/2013			



Engineering & Environmental Services, Inc.
 Suite 413 • Ft. Lauderdale, FL 33309 • Phone: (954) 229-8055 • Fax (954) 229-8057 • www.aacmenv.com
Chain-of-Custody / Analysis Request Form

CLIENT / CONTACT/ SITE INFORMATION	
Contact: Jose Custodio	Client/Company Name & Address:
Phone: 786-641-3428	Town of Bay Harbor Islands
E-Mail:	9665 Bay Harbor Terrace
Reference Number:	Bay Harbor Island, Florida 33154
Sampled By: Melissa Mosquera	☒ CHECK THE PROVIDED BOX IF THE CLIENT & SITE ADDRESS ARE THE SAME
Date Sampled: 07/09/2021	Site Address: Town of Bay Harbor Islands
FOR LABORATORY USE ONLY:	Administration and Annex Buildings
☒ Samples received in proper condition for requested analysis.	9665 Bay Harbor Terrace
LABORATORY PROJECT ID #:	Bay Harbor Island, Florida 33154

TURN AROUND TIME	☒ RUSH Under 24 Hours Special Request	☐ 24 Hours	☐ 2 - 3 Days	☐ 4+ Days
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NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the moment of receipt in the laboratory.

ACMI PROJECT NUMBER	FL21-082 / 32825
---------------------	------------------

COMMENTS

[illegible]

SAMPLE ID	SAMPLE DESCRIPTION/SERIAL NUMBER	SAMPLE LOCATION	AREA/VOLUME/MATERIAL
FL21-082-04B	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-04C	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-05A	Brown Floor Tile	Administration Building - 1st Floor	
FL21-082-06A	Beige Adhesive	Administration Building - 1st Floor	
FL21-082-07A	Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-07B	Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-07C	Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-08A	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-08B	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-08C	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-09A	2nd Layer Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-09B	2nd Layer Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-10A	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-10B	Yellow Adhesive	Administration Building - 1st Floor	
FL21-082-11A	Grey Leveling Compound	Administration Building - 1st Floor	

Submitted/Reinquisitioned By: 	Date/Time: 7-9-21
Received/Accepted By: Quana nigro	Date/Time: 7/12/21
Samples Processed By: TAMM	Date/Time: 7/12/21



TURN AROUND TIME	
☒ RUSH	Under 24 Hours Special Request
☐ 24 Hours	
☐ 2 - 3 Days	
☐ 4+ Days	

NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the moment of receipt in the laboratory.

[illegible][illegible]

SAMPLE ID	SAMPLE DESCRIPTION/SERIAL NUMBER	SAMPLE LOCATION	AREA/VOLUME/MATERIAL
FL21-082-11B	Grey Leveling Compound	Administration Building - 1st Floor	
FL21-082-11C	Grey Leveling Compound	Administration Building - 1st Floor	
FL21-082-11D	Grey Leveling Compound	Administration Building - 1st Floor	
FL21-082-11E	Grey Leveling Compound	Administration Building - 1st Floor	
FL21-082-12A	White Leveling Compound	Administration Building - 1st Floor	
FL21-082-12B	White Leveling Compound	Administration Building - 1st Floor	
FL21-082-13A	Golden Adhesive	Administration Building - 1st Floor	
FL21-082-13B	Golden Adhesive	Administration Building - 1st Floor	
FL21-082-14A	2nd Layer Beige Floor Tile	Administration Building - 1st Floor	
FL21-082-15A	Black Adhesive	Administration Building - 1st Floor	
FL21-082-16A	Single Layer Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-16B	Single Layer Pink Floor Tile	Administration Building - 1st Floor	
FL21-082-17A	Black Adhesive	Administration Building - 1st Floor	
FL21-082-17B	Black Adhesive	Administration Building - 1st Floor	
FL21-082-18A	White Floor Tile	Administration Building - 1st Floor	

Submitted/Refiniquished By: 	Date/Time: 7.9.21	Received/Accepted By: Quana Tufors	Date/Time: 7/12/21	Samples Processed By: Amy Malard	Date/Time: 7/12/21
--	----------------------	---------------------------------------	-----------------------	-------------------------------------	-----------------------

Rev 1 6/19/2013



Chain-of-Custody / Analysis Request Form

CLIENT / CONTACT/ SITE INFORMATION	
Contact: Jose Custodio	Client/Company Name & Address:
Phone: 786-641-3428	Town of Bay Harbor Islands
E-Mail:	9665 Bay Harbor Terrace
Reference Number:	Bay Harbor Island, Florida 33154
Sampled By: Melissa Mosquera	☒ CHECK THE PROVIDED BOX IF THE CLIENT & SITE ADDRESS ARE THE SAME
Date Sampled: 07/09/2021	Site Address: Town of Bay Harbor Islands
FOR LABORATORY USE ONLY:	Administration and Annex Buildings
☒ Samples received in proper condition for requested analysis.	9665 Bay Harbor Terrace
LABORATORY PROJECT ID #:	Bay Harbor Island, Florida 33154

TURN AROUND TIME	☒ RUSH Under 24 Hours Special Request	☐ 24 Hours	☐ 2 - 3 Days	☐ 4+ Days	NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the receipt of request to the laboratory.
------------------	---	-----------------------------------	-------------------------------------	----------------------------------	---

ACM PROJECT NUMBER	FL21-082 / 32825
--------------------	------------------

[illegible][illegible][illegible]

Submitted/Refiniquished By: 	Date/Time: 7-9-01
Received/Accepted By: Quintana Nijung	Date/Time: 7/12/21
Samples Processed By: Tanny Mahane	Date/Time: 7/12/21

Rev 1 6/19/2013

State of Florida

Department of State

I certify from the records of this office that ACM ENGINEERING & ENVIRONMENTAL SERVICES INC. is a corporation organized under the laws of the State of Florida, filed on September 22, 2005.

The document number of this corporation is P05000130542.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 8605493216CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

ACM ENGINEERING & ENVIRONMENTAL SERVICES INC.

PATRICK T GRIFFIN
5404 HOOVER BLVD, SUITE 9
TAMPA FL 33634

LICENSE NUMBER: ZA512

EXPIRATION DATE: NOVEMBER 30, 2021

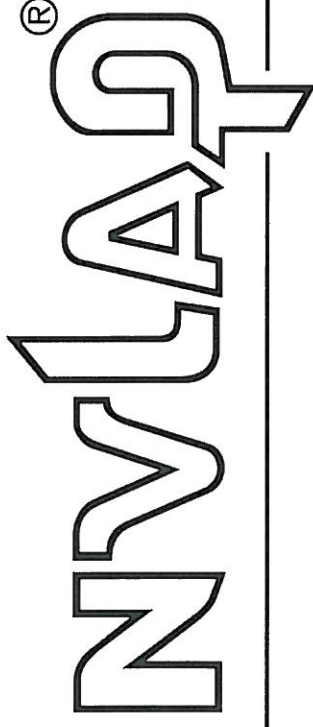
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United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101977-0

ACM Engineering & Environmental Services, Inc.
South Bend, IN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2021-07-01 through 2022-06-30
Effective Dates

A handwritten signature in blue ink, reading "Tara E. Luman".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

ACM Engineering & Environmental Services, Inc.

26598 US-20 West

South Bend, IN 46628

Mr. Larry Malone

Phone: 574-234-8435 Fax: 574-234-6800

Email: staff@acmenv.com

<http://www.acmenv.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101977-0

Bulk Asbestos Analysis

Code

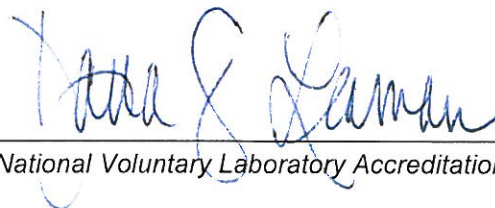
Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES



GRIFFIN, PATRICK TIMOTHY

ACM ENVIRONMENTAL, INC.

26598 US 20 WEST

SOUTH BEND IN 46628

LICENSE NUMBER: AX56

EXPIRATION DATE: NOVEMBER 30, 2022

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



LICENSE NUMBER: PE57695

EXPIRATION DATE: FEBRUARY 28, 2023

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Asbestos Consulting & Training Systems

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208

This is to Certify that
Melissa Mosquera



X X X - X X - 3 5 6 5

6195 Rock Island Rd. , Tamarac, FL 33319

has successfully completed an English

Asbestos Building Inspection Refresher

11-Dec-20 TO 11-Dec-20

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): X

Training Address: 900 NW 5th Ave, Fort Lauderdale, FL 33311

Successful course completion based on exam score on: 11-Dec-20

This Certificate Expires:



11-Dec-21

1 2 / 1 1 / 2 1



Processed By:

UNDER CIVIL AND CRIMINAL PENALTIES OF PERJURY FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT TESTIMONY OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 1001), I CERTIFY THAT I HAVE TRAINED COMPLYING WITH ALL APPLICABLE REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCE CONTROL ACT (TSCA) FOR PART 745 OR 746 AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor



Certificate Number: 1 8 4 9 0 3

Course Number: SE2050

Analysis Report prepared for

Rapid Response Restoration

1080 94th St
#412
Miami Beach, FL 33154
Phone: (786) 408-6188

8658
Bay Harbor Town Hall Building Department

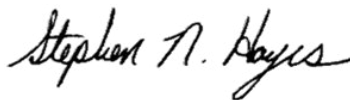
Collected: **January 13, 2023**
Received: **January 16, 2023**
Reported: **January 16, 2023**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 5 samples by FedEx in good condition for this project on January 16th, 2023.

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All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

Danny Amishay
Rapid Response Restoration

1080 94th St #412
Miami Beach, FL 33154
(786) 408-6188

8658

Bay Harbor Town Hall Building Department

#23002062

Spore Trap
SOP - HMC#101

Sample Number	1	35551593		2	35551598		3	35551594		4	35551573	
Sample Name	Conference Room			Main Area			Mike Office			Kitchen		
Sample Volume	75 L			75 L			75 L			75 L		
Reporting Limit	13 spores/m³			13 spores/m³			13 spores/m³			13 spores/m³		
Background	2			3			3			3		
Fragments	27/m³			ND			ND			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria												
Ascospores				3	40	100.0%				6	80	100.0%
Aspergillus Penicillium							2	27	50.0%			
Basidiospores							2	27	50.0%			
Bipolaris Drechslera												
Chaetomium												
Cladosporium	1	13	50.0%									
Curvularia	1	13	50.0%									
Epicoccum												
Fusarium												
Memnoniella												
Myxomycetes												
Pithomyces												
Stachybotrys												
Stemphylium												
Torula												
Ulocladium												
Total	2	26	100%	3	40	100%	4	54	100%	6	80	100%

Water Damage Indicator

Common Allergen



Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023

Project Analyst:
Connor Gailliot, BS

A handwritten signature in black ink, appearing to read 'Connor Gailliot'.

Date:
01 - 16 - 2023

Reviewed By:
Steve Hayes, BSMT

A handwritten signature in black ink, appearing to read 'Stephen N. Hayes'.

Date:
01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 6

#5	Swab (1.00 cm2)	Organism	Spore Estimate	Mycelial Estimate
Swab - Conference Room		No Fungi Detected		

Spore Trap Information

Reporting Limit	The Reporting Limit is the lowest number of spores that can be detected based on the total volume of the sample collected and the percentage of the slide that is counted. At Hayes Microbial, 100% of the slide is read so the LOD is based solely on the total volume. Raw spore counts that exceed 500 spores will be estimated.
Blanks	Results have not been corrected for field or laboratory blanks.
Background	The Background is the amount of debris that is present in the sample. This debris consists of skin cells, dirt, dust, pollen, drywall dust and other organic and non-organic matter. As the background density increases, the likelihood of spores, especially small spores such as those of <i>Aspergillus</i> and <i>Penicillium</i> may be obscured. The background is rated on a scale of 1 to 5 and each level is determined as follows: NBD: No background detected due to possible pump or cassette malfunction. Recollect sample. (Field Blanks will display NBD) 1 : <5% of field occluded. No spores will be uncountable. 2 : 5-25% of field occluded. 3 : 25-75% of field occluded. 4 : 75-90% of field occluded. 5 : >90% of field occluded. Suggested recollection of sample.
Fragments	Fragments are small pieces of fungal mycelium or spores. They are not identifiable as to type and when present in very large numbers, may indicate the presence of mold amplification.
Control Comparisons	There are no national standards for the numbers of fungal spores that may be present in the indoor environment. As a general rule and guideline that is widely accepted in the indoor air quality field, the numbers and types of spores that are present in the indoor environment should not exceed those that are present outdoors at any given time. There will always be some mold spores present in "normal" indoor environments. The purpose of sampling and counting spores is to help determine whether an abnormal condition exists within the indoor environment and if it does, to help pinpoint the area of contamination. Spore counts should not be used as the sole determining factor of mold contamination. There are many factors that can cause anomalies in the comparison of indoor and outdoor samples due to the dynamic nature of both of those environments.
Water Damage Indicator Common Allergen	Blue: These molds are commonly seen in conditions of prolonged water intrusion and usually indicate a problem. Green: Although all molds are potential allergens, these are the most common allergens that may be found indoors.
Color Coding	Fungi that are present in indoor samples at levels lower than 200 per cubic meter are not color coded on the report, unless they are one of the water damage indicators.

Direct Analysis Information

Spore Estimate		Percentages
ND	None Detected	0%
Rare	Less than 10 spores	< 1%
Light	10 - 99 spores	1-10%
Moderate	100 - 999 spores	11-25%
Heavy	1000 - 9999 spores	26-50%
Very Heavy	10000 or greater spores	51-100%

Mycelial Estimate	
ND	None Detected No active growth at site.
Trace	Very small amount of Mycelium Probably no active growth at site.
Few	Some Mycelium Possible active growth at site.
Many	Large amount of Mycelium Probable active growth at site.

Organism Descriptions

Ascospores	Habitat: A large group consisting of more than 3000 species of fungi. Common plant pathogens and outdoor numbers become very high following rain. Most of the genera are indistinguishable by spore trap analysis and are combined on the report.
	Effects: Health affects are poorly studied, but many are likely to be allergenic.
Aspergillus Penicillium	Habitat: The most common fungi isolated from the environment. Very common in soil and on decaying plant material. Are able to grow well indoors on a wide variety of substrates.
	Effects: This group contains common allergens and many can cause hypersensitivity pneumonitis. They may cause extrinsic asthma, and many are opportunistic pathogens. Many species produce mycotoxins which may be associated with disease in humans and other animals. Toxin production is dependent on the species, the food source, competition with other organisms, and other environmental conditions.
Basidiospores	Habitat: A common group of Fungi that includes the mushrooms and bracket fungi. They are saprophytes and plant pathogens. In wet conditions they can cause structural damage to buildings.
	Effects: Common allergens and are also associated with hypersensitivity pneumonitis.
Cladosporium	Habitat: One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
	Effects: A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.
Curvularia	Habitat: They exist in soil and plant debris, and are plant pathogens.
	Effects: They are allergenic and a common cause of allergic fungal sinusitis. An occasional cause of human infection, including keratitis, sinusitis, onychomycosis, mycetoma, pneumonia, endocarditis and disseminated infection, primarily in the immunocompromised.

Analysis Report prepared for

Rapid Response Restoration

1080 94th St
#412
Miami Beach, FL 33154

Phone: (786) 408-6188

8657
Bay Harbor Town Hall Administrator

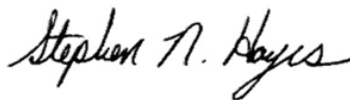
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We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 6 samples by FedEx in good condition for this project on January 16th, 2023.

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All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT(ASCP)
Laboratory Director
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EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

Danny Amishay
Rapid Response Restoration

1080 94th St #412
Miami Beach, FL 33154
(786) 408-6188

8657

Bay Harbor Town Hall Administrator

#23002060

Spore Trap
SOP - HMC#101

Sample Number	1	35551603		2	35556542		3	35556536		4	35556546	
Sample Name	Manager			Assistant Manager			Finance			Human Resource		
Sample Volume	75 L			75 L			75 L			75 L		
Reporting Limit	13 spores/m³			13 spores/m³			13 spores/m³			13 spores/m³		
Background	3			3			3			3		
Fragments	ND			13/m³			13/m³			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria												
Ascospores	4	53	100.0%							1	13	10.0%
Aspergillus Penicillium							3	40	33.3%	6	80	60.0%
Basidiospores				2	27	100.0%	6	80	66.7%	2	27	20.0%
Bipolaris Drechslera												
Chaetomium												
Cladosporium										1	13	10.0%
Curvularia												
Epicoccum												
Fusarium												
Memnoniella												
Myxomycetes												
Pithomyces												
Stachybotrys												
Stemphylium												
Torula												
Ulocladium												
Total	4	53	100%	2	27	100%	9	120	100%	10	133	100%

Water Damage Indicator

Common Allergen

Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023



Project Analyst:
Connor Gailliot, BS

Date:
01 - 16 - 2023

Reviewed By:
Steve Hayes, BSMT

Date:
01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 7

Sample Number	5	35556537			
Sample Name	Main Admin				
Sample Volume	75 L				
Reporting Limit	13 spores/m³				
Background	2				
Fragments	ND				
Organism	Raw Count	Count / m³	% of Total		
Alternaria					
Ascospores	2	27	100.0%		
Aspergillus Penicillium					
Basidiospores					
Bipolaris Drechslera					
Chaetomium					
Cladosporium					
Curvularia					
Epicoccum					
Fusarium					
Memnoniella					
Myxomycetes					
Pithomyces					
Stachybotrys					
Stemphylium					
Torula					
Ulocladium					
Total	2	27	100%		

Water Damage Indicator

Common Allergen



#6	Swab (1.00 cm2)	Organism	Spore Estimate	Mycelial Estimate
Swab - Managers Office		Chaetomium	Light	Trace

Spore Trap Information

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Basidiospores	Habitat: A common group of Fungi that includes the mushrooms and bracket fungi. They are saprophytes and plant pathogens. In wet conditions they can cause structural damage to buildings.
	Effects: Common allergens and are also associated with hypersensitivity pneumonitis.
Chaetomium	Habitat: Ascomycete fungus, commonly isolated from soil and decaying plant materials. It is cellulolytic and grows well indoors on damp sheetrock and other paper substrates. It is often found growing with Stachybotrys.
	Effects: It is reported to be allergenic and may produce toxins.
Cladosporium	Habitat: One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
	Effects: A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.

Notes

After inspections of all bathrooms water heater and drain lines .. at this time we see no issues, the building is piped in type (L) or better copper water lines , and 2nd floor has been up dated to schedule 40 PVC drains and type L copper water lines .. all seems to be in good operational condition at this time , there has been no history of plumbing issues, besides a lav stoppage In any recent history according , To maintenance , all fixtures seem to be in good working condition, the building still has solid commercial grade cast iron sanitary lines

Please leave us a review

Thank you for your recent business with New England Plumbing. Customer satisfaction is extremely important to us, so we'd love to hear your feedback on how you feel about your recent service!

To submit your review, click the link below and let us know what you think! Thanks in advance for taking the time to leave a review!!

<https://g.page/r/CQ2LPptlehJSEAg/review>

Please detach and send with remittance to:

James Dentico Contracting DBA New England Plumbing
1530 NE 129th street
North Miami, fl.33161
CFC Lic# 019056

REMITTANCE ADVICE FOR Invoice # 4989 on 02/07/2023

Balance Due \$276.00

PAID

Received From: Bay Harbour

Card Type	Visa[]	Mastercard[]	Amex[]	Discover[]
Cardholder's Name				
Card Number				
Expiry Date				
Signature				

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10





Furniture Order Form

LEVEL 2

Two simple steps to getting the furniture you need.

STEP 1: Select your lease length and quantity for each item and calculate the total.

STEP 2: Complete the information and send it to your sales representative.

STANDARD FURNITURE DESCRIPTION		SKU	3 Mos	6 Mos	12 Mos	Quantity	Total
DESKS							
Jr Executive 30" x 60"		6014307	\$40.00	\$31.20	\$25.60		
Executive 36" x 72"		6004297	\$44.80	\$36.80	\$28.80		
Right Hand 30" x 66" x 42"		6044554/6044566	\$64.00	\$50.40	\$41.60		
Left Hand 30" x 66" x 42"		6044565/6044567	\$64.00	\$50.40	\$41.60		
TABLES							
48" Round Conf. Table		6665530	\$27.20	\$22.40	\$18.40		
6' Rectangular Conf. Table		6665531	\$32.80	\$26.40	\$21.60		
8' Rectangular Conf. Table		6665532	\$40.00	\$31.20	\$25.60		
6' folding table, blow-molded		6604507	\$17.60	\$14.40	\$11.20		
8' folding table, blow-molded		6604508	\$18.40	\$15.20	\$12.00		
SEATING							
Affinity Mesh Chair		7034621	\$26.40	\$21.60	\$16.80		
Guest Chair w/o Casters		7055355	\$18.40	\$14.40	\$12.00		
Duet Stacking Chair		7604336	\$15.20	\$12.00	\$9.60		
STORAGE							
48" Bookcase		6205078	\$23.20	\$19.20	\$15.20		
72" Bookcase		6205079	\$30.40	\$24.80	\$20.00		
2 Drawer Wooden Lateral File		6064269	\$36.00	\$28.80	\$23.20		
2 Drawer Steel Lateral File		6306014	\$56.80	\$45.60	\$36.80		
4 Drawer Steel Lateral File		6301141	\$70.40	\$56.00	\$44.80		
4 Drawer Steel Vertical Legal File		6354118	\$38.40	\$30.40	\$24.80		
72" Steel Storage Cabinet		6404040	\$45.60	\$36.00	\$28.80		
Single Tier Locker - Single		7155141	\$24.80	\$20.00	\$16.00		
Single Tier Locker - Triple		7155142	\$72.00	\$57.60	\$46.40		
Double Tier Locker - Single		7155139	\$25.60	\$20.80	\$16.80		
Double Tier Locker - Triple		7155140	\$75.20	\$60.00	\$48.00		
Industrial Wire Shelving - 3' Wide		6404244	\$18.40	\$15.20	\$12.00		
Industrial Wire Shelving - 4' Wide		6404246	\$14.40	\$11.20	\$9.60		
OTHER							
Mobile 2-Sided White Board 42" x 72"		7155060	\$38.40	\$30.40	\$24.80		
Hanging White Board 36" x 42"		7155059	\$12.00	\$9.60	\$8.00		
Microwave - 1.2 ft³		1604214	\$20.00	\$16.00	\$12.80		
Refrigerator - 18 ft³		1604140	\$124.00	\$99.20	\$79.20		
Mini-Fridge - 4.3 ft³		1604233	\$53.60	\$43.20	\$34.40		
10 gal. Trash Can		1350054	\$4.80	\$4.00	\$3.20		
Floor Mat		1350055	\$6.40	\$5.60	\$4.00		
Divide Room Panel		7154237	\$48.80	\$39.20	\$32.00		
Screenflex		8804769	\$244.80	\$196.00	\$156.80		

NOTE: Prices indicated are monthly charges. Product availability will vary by location.

Effective 3/1/2023

Furniture delivery and setup fees are additional and are based on quantity ordered and distance to delivery location.

Your Name: _____

Your Company: _____

Your Phone Number: _____

Your Office/Branch: _____

Delivery Address: _____

Lease Term: _____ Requested Delivery Date: _____

Your Customer's Name: _____

Signature: _____

Analysis Report prepared for

Rapid Response Restoration

1080 94th St
#412
Miami Beach, FL 33154
Phone: (786) 408-6188

8656
Bay Harbor Town Hall Police Department

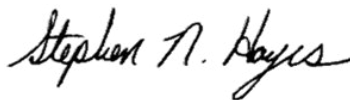
Collected: **January 13, 2023**
Received: **January 16, 2023**
Reported: **January 16, 2023**

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 10 samples by FedEx in good condition for this project on January 16th, 2023.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.



Steve Hayes, BSMT(ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

Danny Amishay
Rapid Response Restoration

1080 94th St #412
Miami Beach, FL 33154
(786) 408-6188

8656

Bay Harbor Town Hall Police Department

#23002063

Spore Trap
SOP - HMC#101

Sample Number	1	35551578		2	35551569		3	35551568		4	35556538	
Sample Name	CIU Room			CIU Wall Cavity			Roll Call			Roll Call Shower		
Sample Volume	75 L			30 L			75 L			75 L		
Reporting Limit	13 spores/m³			33 spores/m³			13 spores/m³			13 spores/m³		
Background	2			3			2			2		
Fragments	13/m³			ND			ND			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria												
Ascospores	1	13	100.0%				1	13	100.0%	2	27	100.0%
Aspergillus Penicillium				5	167	100.0%						
Basidiospores												
Bipolaris Drechslera												
Chaetomium												
Cladosporium												
Curvularia												
Epicoccum												
Fusarium												
Memnoniella												
Myxomycetes												
Pithomyces												
Stachybotrys												
Stemphylium												
Torula												
Ulocladium												
Total	1	13	100%	5	167	100%	1	13	100%	2	27	100%

Water Damage Indicator

Common Allergen



Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023

Project Analyst:
Ramesh Poluri, PhD

P. Ramesh

Date:
01 - 16 - 2023

Reviewed By:
Steve Hayes, BSMT

Stephen N. Hayes

Date:
01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 8

Danny Amishay
Rapid Response Restoration

1080 94th St #412
 Miami Beach, FL 33154
 (786) 408-6188

8656
 Bay Harbor Town Hall Police Department

#23002063

Spore Trap
 SOP - HMC#101

Sample Number	5	35556552		6	35551571		7	35556554		8	35556547	
Sample Name	Cell Block			Dispatch			Chief Office			Nicoles Office		
Sample Volume	75 L			75 L			75 L			75 L		
Reporting Limit	13 spores/m³			13 spores/m³			13 spores/m³			13 spores/m³		
Background	2			2			2			2		
Fragments	ND			ND			ND			ND		
Organism	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total	Raw Count	Count / m³	% of Total
Alternaria												
Ascospores				2	27	100.0%	1	13	100.0%	2	27	66.7%
Aspergillus Penicillium												
Basidiospores	1	13	100.0%							1	13	33.3%
Bipolaris Drechslera												
Chaetomium												
Cladosporium												
Curvularia												
Epicoccum												
Fusarium												
Memnoniella												
Myxomycetes												
Pithomyces												
Stachybotrys												
Stemphylium												
Torula												
Ulocladium												
Total	1	13	100%	2	27	100%	1	13	100%	3	40	100%

Water Damage Indicator

Common Allergen



Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023

Project Analyst:
 Ramesh Poluri, PhD

P. Ramesh

Date:
 01 - 16 - 2023

Reviewed By:
 Steve Hayes, BSMT

Stephen N. Hayes

Date:
 01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

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contact@hayesmicrobial.com

Page: 3 of 8

Sample Number	9	35551583							
Sample Name	Deputy Office								
Sample Volume	75 L								
Reporting Limit	13 spores/m³								
Background	3								
Fragments	ND								
Organism	Raw Count	Count / m³	% of Total						
Alternaria									
Ascospores									
Aspergillus Penicillium									
Basidiospores									
Bipolaris Drechslera									
Chaetomium									
Cladosporium	1	13	50.0%						
Curvularia	1	13	50.0%						
Epicoccum									
Fusarium									
Memnoniella									
Myxomycetes									
Pithomyces									
Stachybotrys									
Stemphylium									
Torula									
Ulocladium									
Total	2	26	100%						

Water Damage Indicator

Common Allergen



Collected: Jan 13, 2023

Received: Jan 16, 2023

Reported: Jan 16, 2023

Project Analyst:
Ramesh Poluri, PhD

Date: **01 - 16 - 2023**

Reviewed By:
Steve Hayes, BSMT

Date:
01 - 16 - 2023

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 4 of 8

#10	Swab (1.00 cm2)	Organism	Spore Estimate	Mycelial Estimate
Swab - Deputy Office		No Fungi Detected		

Spore Trap Information

Reporting Limit	The Reporting Limit is the lowest number of spores that can be detected based on the total volume of the sample collected and the percentage of the slide that is counted. At Hayes Microbial, 100% of the slide is read so the LOD is based solely on the total volume. Raw spore counts that exceed 500 spores will be estimated.
Blanks	Results have not been corrected for field or laboratory blanks.
Background	The Background is the amount of debris that is present in the sample. This debris consists of skin cells, dirt, dust, pollen, drywall dust and other organic and non-organic matter. As the background density increases, the likelihood of spores, especially small spores such as those of <i>Aspergillus</i> and <i>Penicillium</i> may be obscured. The background is rated on a scale of 1 to 5 and each level is determined as follows: NBD: No background detected due to possible pump or cassette malfunction. Recollect sample. (Field Blanks will display NBD) 1 : <5% of field occluded. No spores will be uncountable. 2 : 5-25% of field occluded. 3 : 25-75% of field occluded. 4 : 75-90% of field occluded. 5 : >90% of field occluded. Suggested recollection of sample.
Fragments	Fragments are small pieces of fungal mycelium or spores. They are not identifiable as to type and when present in very large numbers, may indicate the presence of mold amplification.
Control Comparisons	There are no national standards for the numbers of fungal spores that may be present in the indoor environment. As a general rule and guideline that is widely accepted in the indoor air quality field, the numbers and types of spores that are present in the indoor environment should not exceed those that are present outdoors at any given time. There will always be some mold spores present in "normal" indoor environments. The purpose of sampling and counting spores is to help determine whether an abnormal condition exists within the indoor environment and if it does, to help pinpoint the area of contamination. Spore counts should not be used as the sole determining factor of mold contamination. There are many factors that can cause anomalies in the comparison of indoor and outdoor samples due to the dynamic nature of both of those environments.
Water Damage Indicator Common Allergen	Blue: These molds are commonly seen in conditions of prolonged water intrusion and usually indicate a problem. Green: Although all molds are potential allergens, these are the most common allergens that may be found indoors.
Color Coding	Fungi that are present in indoor samples at levels lower than 200 per cubic meter are not color coded on the report, unless they are one of the water damage indicators.

Direct Analysis Information

Spore Estimate		Percentages
ND	None Detected	0%
Rare	Less than 10 spores	< 1%
Light	10 - 99 spores	1-10%
Moderate	100 - 999 spores	11-25%
Heavy	1000 - 9999 spores	26-50%
Very Heavy	10000 or greater spores	51-100%

Mycelial Estimate	
ND	None Detected No active growth at site.
Trace	Very small amount of Mycelium Probably no active growth at site.
Few	Some Mycelium Possible active growth at site.
Many	Large amount of Mycelium Probable active growth at site.

Organism Descriptions

Ascospores	Habitat: A large group consisting of more than 3000 species of fungi. Common plant pathogens and outdoor numbers become very high following rain. Most of the genera are indistinguishable by spore trap analysis and are combined on the report.
	Effects: Health affects are poorly studied, but many are likely to be allergenic.
Aspergillus Penicillium	Habitat: The most common fungi isolated from the environment. Very common in soil and on decaying plant material. Are able to grow well indoors on a wide variety of substrates.
	Effects: This group contains common allergens and many can cause hypersensitivity pneumonitis. They may cause extrinsic asthma, and many are opportunistic pathogens. Many species produce mycotoxins which may be associated with disease in humans and other animals. Toxin production is dependent on the species, the food source, competition with other organisms, and other environmental conditions.
Basidiospores	Habitat: A common group of Fungi that includes the mushrooms and bracket fungi. They are saprophytes and plant pathogens. In wet conditions they can cause structural damage to buildings.
	Effects: Common allergens and are also associated with hypersensitivity pneumonitis.
Cladosporium	Habitat: One of the most common genera worldwide. Found in soil and plant debris and on the leaf surfaces of living plants. The outdoor numbers are lower in the winter and often relatively high in the summer, especially in high humidity. The outdoor numbers often spike in the late afternoon and evening. Indoors, it can be found growing on textiles, wood, sheetrock, moist window sills and in HVAC supply ducts.
	Effects: A common allergen, producing more than 10 allergenic antigens and a common cause of hypersensitivity pneumonitis.
Curvularia	Habitat: They exist in soil and plant debris, and are plant pathogens.
	Effects: They are allergenic and a common cause of allergic fungal sinusitis. An occasional cause of human infection, including keratitis, sinusitis, onychomycosis, mycetoma, pneumonia, endocarditis and disseminated infection, primarily in the immunocompromised.



99 NW 27 AVE Miami, FL 33125 Phone (305)969-9423 Fax (305)969-9453

Youssef Hachem Consulting Engineering
CA 26553

February 8, 2023

Mr. Jason Atkinson
Public Works Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Town of Bay Harbor Islands

Re: 9665 Bay Harbor Terrace
Town of Bay Harbor Islands

Dear Mr. Atkinson:

Pursuant to your request we went and inspected the Town Building at 9665 Bay Harbor Terrace. From the County Property Assessor's Records, the original building was built in 1977. We inspected the frame of the building, which is comprised of concrete frame with prestressed, precast concrete joist slab system.

From the areas we inspected, the framing system seems to be in fair condition, however there are cracks in the 2nd floor and roof slabs that show evidence of water leaks into the building. Moreover, materials testing laboratory was retained to perform concrete coring of the first floor slab of the building. The concrete core did show a vapor barrier under the slab, however the coring process also showed there are voids under the slab (slab is 6" thick). The voids under the slab are an indication of soil settlement under the building, which will lead to slab cracking in the future. Another core was performed in the Annex building ground floor slab that showed a 12" thick slab without vapor barrier.

As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of our knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.

Please feel free to contact us if we may be of further service to you.

Sincerely,



Digitally signed by
Youssef H Hachem
DN: c=US, o=YHCE,
ou=A01410C0000017
5701B89930000158E,
cn=Youssef H Hachem
Date: 2023.02.08
11:05:17 -05'00'

Youssef Hachem, Ph.D., P.E.
PE 43302

Discussion and Possible Action for Town Hall Facilities

History

Town Hall was built in 1974. The Annex Building that currently houses Public Works Administration, Clerk's Office, Information Technology (IT), and Finance used to be a water holding tank as part of the Town's Water Distribution System. Over the years, the Town has modified the building to suit its needs. Building plans that pertain to structural, mechanical, plumbing, and electrical do not exist. Building plans are important to help engineers and architects determine what is existing in the building and if the building allows what is proposed. The first question that is often asked by Engineers and Architects is if the Town has a set of plans for the building.

Without building plans, Engineers and Architects perform a forensic analysis to help create a set of plans that deal directly with the work that they will be performing. Creating plans will further delay the process and adds to the cost of performing maintenance and repairs. Please see below findings.

Building Systems

Electrical

The electrical system in the building is functional at this time; however, there are many items that need to be addressed to bring it up to the existing Electrical Code (see attached report). There are items that need to be addressed immediately as well as items that should be addressed soon.

Life Safety Issues

- Incorrect grounding and bonding in both buildings poses a risk to the structures and inhabitants.
- Workspace clearance:
 - Breakroom tables next to a 480-volt main distribution panel
 - Water faucet near 480-volt main distribution panel

Immediate Concerns

- Incorrect covering for main breaker panels
- Mislabeled or non-labeled electrical circuit breakers
- Lack of temperature control in electrical room is leading to corrosion of electrical components.

- There are double taps inside the panel where wires terminate.
- The Fire Alarm system is in the same enclosure as 120V circuits and needs to be in a separate enclosure.
- Added components on the electrical panels are not known and the amount of electrical space is not known. There is no way to develop to an electrical load calculation under the current conditions.

General Concerns

- Wiring should be in the correct conduit and affixed to the wall properly.
- Running new wire is extremely hazardous within existing conduit that houses live wires. Separate conduits are required for the new wires.
- Existing conduit conditions are moderate.

Structural

The structural components of Town Hall and the Annex Building were not forensically examined with penetrating radar. The building components were examined externally by a visual inspection for cracks and other possible issues. The internal beams and slabs were examined and displayed minor cracks in the slab, but there were no cracks in the structural beams. Both buildings are likely sitting on pilings that are driven deep into the ground. This building practice is common in areas where there is poor structural soil. Without a set of plans, it makes it difficult to determine what Town Hall and the Annex Building is being supported by. Core samples were taken in Town Hall and the Annex Building on February 6, 2023, to verify the conditions of the base floor, the water table depth, and the soil conditions beneath the slab. Due to the presence of soil settling underneath the base floor slab, there is the potential of additional settling and possible cracking of the base floor slab.

Structural Engineering Consulting Firms have been procured to perform structural inspections of the Town Hall and Annex Building to determine the structural conditions of the buildings and identify any evidence of structural distress (see attached structural report). They will be conducting a hands-on visual inspection of the building structural envelope and accessible areas above ground. The firm will summarize the findings and provide the Town with an inspection report identifying any structural deficiencies and recommend any structural repairs that may be warranted.

Town Hall

Town Hall has a six-inch (6") slab underneath it with a visqueen moisture barrier. The base floor elevation is approximately five-feet (5') above sea level. There is currently an empty void about six-inches (6") deep beneath the base floor slab. The consistency of the soil underneath the building is loam with sections of marl (clay-like substance).

Annex Building

The annex Building has a twelve-inch (12”) slab underneath it. There is no moisture barrier present underneath what used to be a water holding tank. There is also a void underneath the base floor slab, and the void is twelve inches (12”) deep.

Mechanical

There are two (2) HVAC systems within the Town. The larger system serves all of Town Hall along with the Public Works Break Room. The smaller system serves the Annex Building.

The larger HVAC system utilizes a chiller and condenser to cool the building. There are four (4) air handlers that are older and are near the end of their service lives. The cost to replace each air handler is about \$40k. There are sections of ductwork that need to be replaced. The ductwork in the Council Chambers utility closet is sagging and scrubs the door when it is opened.

The smaller HVAC system is 20 years old. The system utilizes one (1) air handler, and the system effectively cools the building. The unit is maintained in good condition, but the unit is near the end of its estimated service life.

Plumbing

The plumbing system was evaluated and did not show any major issues (see attached report).

Roof

The condition of the roof was addressed in February’s Council Meeting. It is certainly reached its life expectancy and complete replacement of the roof is needed.

Mold / Asbestos

Testing was performed in January 2023 which did not reveal significant levels of mold spores caused by water intrusion. Asbestos testing was performed in July 2021 which revealed asbestos in certain areas of Town Hall and subsequent removal of the asbestos material was conducted and remediation was performed. Further in-depth testing for mold and asbestos is in process.

Additional Information and Staff Relocation

Within the last few months an attempt was made to update certain areas of Town Hall, and the Town discovered asbestos materials within the building. Action was taken to remove the asbestos Town Hall. Removal and remediation were conducted (see attached report).

Furthermore, the Town conducted preliminary mold testing (see attached). Testing showed that mold levels were not at significant levels, and visible areas that contained mold were removed and air scrubbers were placed to dry the area out. However, during this process, Town employees noticed a brownish liquid substance seeping through the floor laminate in the main Town Hall area. The Town conducted coring samples of the ground floor to try to better assess the problem. The coring samples revealed that a visqueen barrier was installed beneath the Town Hall administrative offices but not in the Annex Building. The cause of the brownish liquid substance has not been identified. At the moment, the Town Engineer and Public Works Director are conducting further in-depth mold and asbestos testing. The results are still pending.

Direction received at the last Council meeting was to bring forth as much information as possible regarding the status of the building and the results of any tests that were conducted. A discussion also occurred directing Town staff to look for options to relocate during this time. Two options for relocation were explored: commercial office space in the Town and modular office space.

Option 1: Commercial office space. The Town staff has worked diligently to try to look for already existing commercial office space to temporarily relocate staff. We also consulted with a commercial realtor to help locate available space within Bay Harbor Islands. At this moment, there is no availability for commercial space, other than 600 sq feet of available space located in 1111 Kane Concourse.

Option 2: Modular office space. We looked at all surface lots that the Town owns and consulted with our Parking Enforcement Supervisor. The most feasible lot for modular office placement able to accommodate all our Town Services including the Police Department is the surface parking lot located in 95th street. There are a total of 91 parking spaces on the 95th street lot. Out of those 91 spaces, the monthly average of parking passes sold for that lot is about 35. If we choose to place our modular offices in this lot and leave enough parking for Town employees and Town visitors, we will take up four (4) rows of parking and leave 31 spaces still available for resident parking passes. Any other needed parking would overflow into our municipal garage a little further down the street on 95th.

To accommodate the staff of the Town Annex, Main Town Hall, Building Department, Police Department and a break room facility (used for Public Works and rest of staff), we anticipate needing a total of five (5) modular ADA accessible trailers measuring 24 ft by 54 ft each (please see attached diagram of anticipated placement on 95th street lot). The total monthly cost for all five (5) modular ADA accessible office trailers is approximately \$12,500. If the trailers are furnished with minimal furniture such as desks and some storage for files, there will be an additional cost of approximately \$4,000 a month. This is for a minimum 18-month rental agreement with a month-to-month option after the 18-month agreement. There is a one-time

freight, set up fee totaling \$79,495. There is also a one-time dismantle/return fee totaling \$55,295.

Aside from the modular trailers there will be additional work needed and additional setup expenses for items such as: Hotwire connection, utility connections, IT connectivity, etc. The costs of setting these items up will vary, but staff will try to do this as cost-effective as possible. The lead time for the delivery of the trailers is approximately one (1) month.



Mobile Modular Management Corporation
 1100 State Hwy 559
 Auburndale, FL 33823-9356
 Phone: (863) 965-3700
 Fax: (863) 965-7814
 www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 521941

Lessee PO/Ref:

Date of Quote: 02/08/2023

Lease Term: 18 Months

Lessee Name and Billing Address	Site Location	Lessor Name
Town of Bay Harbor Islands ("Lessee") Bay Harbor Islands, FL Fausto Vargas fvargasreyes@bayharborislands-fl.gov Phone: (305) 455-7108	Town of Bay Harbor Islands 655 96th Street Surfside, FL 33154	Mobile Modular Management Corporation ("Lessor") Questions? Contact: Alex DeUribizu Alex.Deurbizu@mobilemodular.com Direct Phone: (863) 965-3700 Fax: (863) 965-7814

Equipment and Accessories	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 24x56 MS (NonStd)	5	\$2,100.00	\$10,500.00	N
<i>Multi-State Approvals.</i>				
Ramp up to 36' Standard ADA	5	\$339.00	\$1,695.00	N
Steps, Single Door Adjustable	5	\$55.00	\$275.00	N
Delivery-related Services	Qty	Charge Each	Total One Time	Taxable
Office, 24x56 MS (NonStd)				
Block and Level Building (A2)	5	\$5,899.00	\$29,495.00	N
Delivery Haulage 12 wide	10	\$1,450.00	\$14,500.00	N
Delivery, Steps	5	\$150.00	\$750.00	N
Drawings, Stempaed Foundation	1	\$350.00	\$350.00	N
<i>Wet StampedEngineered</i>				
Essential Material Handling Fee	10	\$75.00	\$750.00	N
Fuel Surcharge	10	\$225.00	\$2,250.00	N
Installation, Skirting, Cement Board	800	\$30.00	\$24,000.00	N
Ramp Install	5	\$1,550.00	\$7,750.00	N
			<u>\$79,845.00</u>	
		Total	\$ 79,845.00	
Estimated Return-related Services	Qty	Charge Each	Total One Time	Taxable
Office, 24x56 MS (NonStd)				
Cleaning Fee	10	\$450.00	\$4,500.00	N
Fuel Surcharge	10	\$225.00	\$2,250.00	N
Prepare Equipment For Removal (A2)	5	\$3,989.00	\$19,945.00	N
Ramp Removal	5	\$1,550.00	\$7,750.00	N
Removal, Skirting, Cement Board	800	\$7.00	\$5,600.00	N
Removal, Steps	5	\$150.00	\$750.00	N
Return Haulage 12 wide	10	\$1,450.00	\$14,500.00	N
Return Haulage Pilot 12 wide	5	\$225.00	\$1,125.00	N
			<u>\$56,420.00</u>	
		Total	\$56,420.00	

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
 521941, 02-08-2023 11:06 AM prod

www.mobilemodular.com

Page 1 of 7

Lease Quotation and Agreement

Quotation Number: 521941

Lessee PO/Ref:

Date of Quote: 02/08/2023

Lease Term: 18 Months



Total Estimated Charges

Subtotal of Monthly Rent	\$12,470.00
Personal Property Expense	\$735.00
Taxes on Monthly Charges	\$0.00
Total Monthly Charges (including tax)	\$13,205.00
Charges Upon Delivery (including tax)	\$79,845.00
Charges Upon Return (including tax)	\$56,420.00
Total One Time Charges (including tax)	\$136,265.00

Special Notes

FL Accessory Items: This proposal does not include steps, ramps, skirting or awnings unless specifically identified on quote.

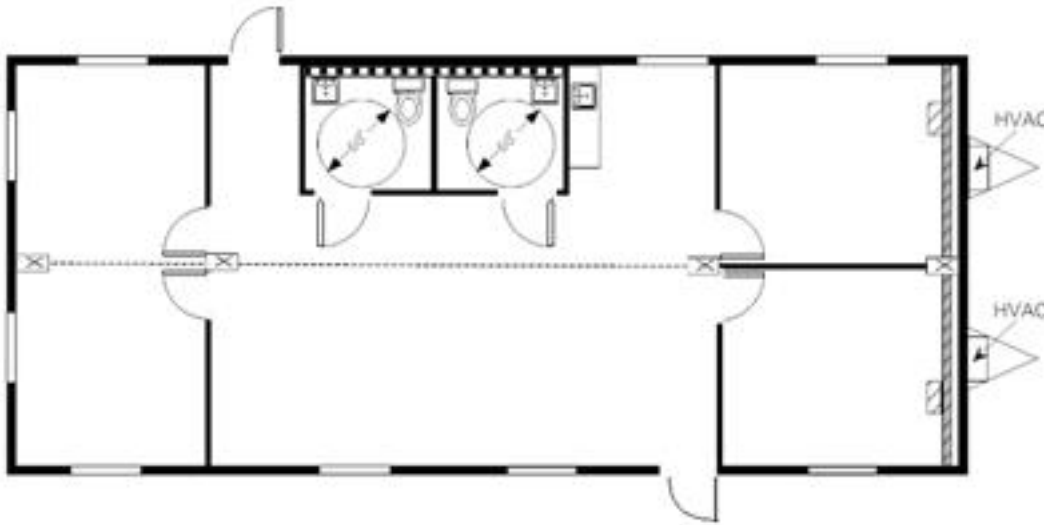
FL Earth Anchors: This proposal assumes the use of earth anchoring on grass or dirt surface. Tie downs to asphalt, concrete or sugar sand may incur an additional fee.

FL Not included in scope of work: Site architect services, building permits, site contracting not limited to sidewalks, grading, site preparation, utilities/connections, fire alarm systems, fire sprinkler systems.

Additional Note: [If Translift is needed per site condition = \$395 additional fee per 12' wide section (Only if needed).]

Floor Plans

Office, 24x56 MS (NonStd)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

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Lease Quotation and Agreement

Quotation Number: 521941

Lessee PO/Ref:

Date of Quote: 02/08/2023

Lease Term: 18 Months



1. Request your delivery date.

Requested delivery date: _____

Please note: For modular buildings, as a "rule of thumb" allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

2. Tell us how you would like to pay.

- ☐ Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)
- ☐ Credit card payment (a representative will contact you to obtain the credit card information for billing)

3. Insurance value.

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Item & Description	Qty	Item Code	Insurance Value
Office, 24x56 MS (NonStd)	5	2015	\$875,000.00

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Lease Quotation and Agreement

Quotation Number: 521941

Lessee PO/Ref:

Date of Quote: 02/08/2023

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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void ab initio and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a division of McGrath RentCorp

Signature: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Town of Bay Harbor Islands

Signature: _____

Name: _____

Title: _____

Date: _____

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LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: **"Accessories"** shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; **"Equipment"** shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site ("the Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Monthly Charges specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Monthly Charges from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Estimated Return-Related Services from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty(30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Monthly Charges set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Monthly Charges will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Monthly Charges; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Monthly Charges. The charges reflected in this Agreement for Estimated Return-Related Services will be adjusted for any Lease Term longer than twelve(12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the

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foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. TAXES. Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. LOSS OR DAMAGE. Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. INSURANCE. Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY.

(a) LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH

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OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENCE OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. EVENTS OF DEFAULT; REMEDIES. Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

TOWN OF BAY HARBOR ISLANDS, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021

	General	Capital Projects	Total Governmental Funds
Revenues			
Property taxes	\$ 4,760,975	\$ --	\$ 4,760,975
Utility taxes	547,547	--	547,547
Communications services tax	165,492	--	165,492
Franchise fees	401,000	--	401,000
Licenses and permits	898,314	--	898,314
Intergovernmental	1,100,016	--	1,100,016
Charges for services	163,901	--	163,901
Fines and forfeitures	50,231	--	50,231
Investment losses	(23,607)	--	(23,607)
Grants	1,696,222	--	1,696,222
Miscellaneous	80,094	--	80,094
Total revenues	9,840,185	--	9,840,185
Expenditures			
Current:			
General government	1,891,677	--	1,891,677
Public safety	5,609,588	--	5,609,588
Transportation	574,748	--	574,748
Culture and recreation	1,000,662	--	1,000,662
Capital outlay	494,522	--	494,522
Debt service:			
Principal payments	338,000	--	338,000
Interest and other fiscal charges	169,334	--	169,334
Total expenditures	10,078,531	--	10,078,531
Deficiency of revenues over expenditures	(238,346)	--	(238,346)
Other financing sources (uses)			
Transfers out	(210,000)	--	(210,000)
Transfers in	2,043,829	--	2,043,829
Total other financing sources (uses)	1,833,829	--	1,833,829
Net change in fund balances	1,595,483	--	1,595,483
Fund balances - beginning	10,451,028	160,690	10,611,718
Fund balances - ending	\$ 12,046,511	\$ 160,690	\$ 12,207,201
Unaudited Fiscal Year 2021-2022 Net Change in Fund Balance (NET INCOME)			\$3,484,660
ESTIMATED Fund Balances - Ending FY 2021-2022			\$15,691,861

See notes to basic financial statements.

Sec. 23-22.2. Transfer of development rights.

- (a) *Purpose.* The purpose of creating a transfer of development rights (TDR) program is to establish a TDR "reserve bank" comprised of available development rights that can be allocated to individual development projects to promote the types and location of desired development and re-development within the town.

The TDR program allows a property owner within the designated areas established by the town council to achieve a density/intensity bonus by purchasing and/or otherwise acquiring increased density/intensity from the town's TDR reserve bank or from a private property owner with land in a designated donor area. In order to increase density/intensity, the receiving site must meet the requirements within the designated receiving area and follow the procedures as described in this section. After development rights have been transferred from the donor parcel to the receiving parcel, an appropriate deed restriction shall be attached to the donor parcel and recorded in the public records restricting future development potential.

The TDR program is the required method for increasing density/intensity above the assured base density permitted by the property's future land use map (FLUM) designation, the applicable comprehensive plan text provisions and land development regulations.

- (b) *Definitions.*

Contract for sale and purchase of development rights. A valid contract for the sale of development rights for the purpose of increasing density on a receiving parcel.

Deed of transfer of development rights. A legal document that transfers ownership of specified development rights from one parcel of land to another, and that is recorded in the public records.

Development rights. The ability to develop residential dwelling units or hotel/motel rooms in specified locations on a parcel of land. The owner may sell, donate or transfer the development rights and retain title to the land and the right to use of the land on a limited basis.

Donor parcel. Parcels of land within an area designated by the town council that are permitted to sell, donate or transfer development rights pursuant to this section.

Receiving parcel. Parcels of land within an area designated by the town council that are permitted to increase density/intensity and receive development rights to purchase from the town's TDR reserve bank or owner of land designated as a donor parcel.

Transfer of development rights (TDR) reserve bank. An accounting and monitoring system empowering the town to purchase and sell development rights including development rights of town owned land. The town's TDR reserve bank offers an alternative to TDRs being transferred via the private market.

- (c) *Administration.*

General. Except as otherwise specified, the TDR program and the TDR reserve bank shall be administered by the town manager, who may designate responsibilities regarding the programs.

Responsibilities. The town manager shall be responsible for:

1. Establishing, administering and promoting the transfer of development rights (TDR) program;
2. Establishing and administering the transfer of development rights reserve bank;
3. Ensuring orderly and expeditious processing of TDR applications;
4. Ensuring the contracts for sale and purchase of development rights are executed and all deeds and deed restrictions are filed in the public records;
5. Ensuring the property appraisers office is notified of all transfers of development rights; and

-
6. Ensuring the densities approved through the TDR program are placed on the town's TDR allocation map as notations following the approval of the TDR.

Computation of development rights. The number of allowable dwelling units or hotel/motel rooms in specified locations shall be determined by multiplying the net acreage of the lot by the applicable FLUM density, including portions of lots previously conveyed to the town, if any, for parking spaces. The number of dwelling units or hotel/motel rooms being assigned to a receiving parcel shall be determined by the town council. Additional hotel/motel rooms shall be computed using a conversion factor of 0.486 dwelling unit. All development rights shall be in whole numbers.

Restriction on future use. Upon approval of the TDR, a deed restriction shall be recorded against both the donor and receiving lands in the public records. No development permit shall be issued to the receiving parcel until the appropriate deed restriction is recorded for the donor parcel. The deed restriction shall restrict the use of the parcels in perpetuity, unless modified by subsequent actions of the town.

Existing uses. Residential dwelling units or hotel/motel rooms that existed on a donor parcel prior to the transfer of development rights shall be permitted to remain as legal conforming uses. The rights of existing residential dwelling units or hotel/motel rooms on a donor parcel cannot be transferred unless the units are removed from the donor parcel. No development permit shall be issued to the receiving parcel for the transfer of existing dwelling units or hotel/motel room rights until a demolition permit is issued for the donor parcel and the demolition has occurred.

Remaining development rights. If all development rights assigned to a donor parcel are not transferred, the remaining land, if proposed for development or redevelopment, shall be developed in accordance with the applicable code provisions, in a manner that is compatible with the surrounding area and consistent with recorded deed restrictions.

(d) *Transfer of development rights (TDR) reserve bank.*

General. The TDR reserve bank is hereby created in order to facilitate the purchase and transfer of development rights hereinafter provided and shall maintain an inventory through the density monitoring system of those development rights owned by the town.

Establishment of development rights for the reserve bank. Development rights for the TDR reserve bank shall be generated from multiplying the gross acreage of the future land use map (FLUM) categories by the allowable density limit and subtracting previously allocated dwelling units. A private property owner may transfer development rights to the bank. In addition, town-owned lands designated residential on the FLUM have certain development rights. The TDR reserve bank shall be maintained by the town manager.

The application, sale and value of development rights within the TDR reserve bank. The town may convey development rights within the TDR reserve bank to property owners who meet the receiving parcel criteria pursuant.

1. A property owner seeking an increase in density/intensity must apply to become a receiving parcel and submit a draft contract for sale and purchase of development rights as part of the application.
2. The town council shall set the value of any public development rights. The council may utilize current market value to set the price or develop an alternative value method consistent with the goals, objectives and vision of the town including but not limited to capital or land contributions for parks, open space or parking.

Annual report. The town manager shall present an annual report to the town council which outlines the number of rights currently in the bank; the number of rights available for sale; the number of rights sold during the year; the purchase price per development right; recommendations for improving the TDR program; and any other information deemed relevant.

Revenue from the sale of TDRs. The revenue generated from the sale of development rights from the TDR reserve bank shall be allocated to town infrastructure improvements including but not limited to wastewater, potable water and stormwater facilities, parking facilities, parks and recreational facilities, municipal buildings or other municipal purposes.

(e) *TDR: Donor parcel establishment and procedure.*

Establishment. The town council shall designate areas within the town's East Island consistent with the goals, objectives and policies of the comprehensive plan as donor parcels and receiving parcels. Development rights shall only be transferred to those parcels that have been designated. All properties within the RM-1, RM-2 and RM-3 zoning districts and the properties in the gateway zoning district designated medium-high residential on the adopted FLUM are deemed donor receiving parcels. Properties within the B-1 business zoning district and the gateway zoning district designated commercial on the adopted FLUM are deemed donor parcels; however, any development rights on commercial lands must come from donor or receiving lands located only in the commercial areas, i.e., development rights may not be transferred into or out of the commercial lands to residential lands. Hotel, motel and other transient type uses are permitted only within the B-1 business zoning district or planned unit development (PUD) overlay zoning district and as such development rights for those uses may only be transferred within the applicable FLUM categories as set forth above.

Donor parcel application. The owner of lands that are designated as a donor parcel shall request a determination by the town manager. The purpose of the determination is to ascertain the exact number of development rights the property owner is entitled to. The application shall include:

1. Proof of ownership;
2. Legal description or survey of the property;
3. Contract or option for the purchase and sale of development rights; and
4. An administrative review and processing fee.

Written determination. The property owner shall receive a written determination from the town manager indicating how many development rights can be transferred from the property. The number of development rights for the site shall be documented and kept on file and noted in the town's density monitoring system.

The written determination shall be valid for a period of 12 months. If any modifications or alterations are made to the property during the 12-month period, the determination shall be null and void.

Deed restriction. Prior to the issuance of a development permit to the receiving parcel a deed restriction in a form and content acceptable to the town attorney shall be recorded in the public records. The deed restriction shall restrict the future use of both the donor and receiving lands.

Code compliance. The town shall require, as a condition of permitting any transfer of development rights, that the donor parcel and/or receiving parcel improve the site to meet as many current day code requirements as possible, as determined by the town. This may include the town's land development codes such as zoning, landscaping, signage and property maintenance. It may also include building code and life safety code improvements.

Re-submittal of application. A property owner of a donor parcel may re-apply for a determination until all development rights have been severed from the property.

(f) *TDR: Receiving parcel establishment and procedure.*

Establishment. The town council shall designate areas in the town's East Island consistent with the goals, objectives and policies of the comprehensive plan as receiving parcels. Development rights shall only be transferred from and to those parcels that have been designated. All properties within the RM-1, RM-2 and RM-3 zoning districts and the properties in the gateway zoning district designated medium-high residential on the adopted FLUM are deemed receiving parcels. Properties within the B-1 business zoning district and the gateway

zoning district designated commercial on the adopted FLUM are deemed receiving parcels; however, any development rights on commercial lands must come from donor or receiving lands located only in the commercial areas, i.e., development rights may not be transferred into or out of the commercial lands to residential lands. Hotel, motel and other transient type uses are permitted only within the B-1 business zoning district or planned unit development (PUD) overlay zoning district and as such development rights for those uses may only be transferred within the applicable FLUM categories as set forth above.

Maximum density. The maximum density permitted on a receiving parcel shall be as permitted by the adopted comprehensive plan, the individual zoning district(s) and any additional dwelling units or hotel/motel rooms allocated by the town as prescribed herein. Additional hotel/motel rooms shall be computed using a conversion factor of 0.486 dwelling unit.

Review process. The review process for TDR applications is based upon the requested density/intensity and type of development proposed. All TDR applications require approval by the town council and must be submitted with a proposed site plan.

Contents of application. In conjunction with the site plan application, an applicant for receiving parcels must submit a supplemental TDR application and processing fee as determined by the town council. The application shall be submitted in a form established by the town manager and made available to the public.

Standards. A receiving parcel applicant requesting a transfer of development rights shall comply with the following:

1. The TDR is by deed, and the deed shall be recorded before a development permit is issued.
2. The transfer is to a parcel of land designated as a receiving parcel and meets all the requirements of the code.
3. The proposed development meets all concurrency requirements at the proposed density/intensity and/or mitigation measures are provided as necessary to offset by additional impacts generated by the development.
4. If the transfer is between two private parties, at the time the transfer is approved by the town council, the donor parcel shall be subject to a deed restriction and shall be identified on a TDR map and within the density monitoring system (DMS). Pending recordation of the deed restrictions on the donor parcel, no development permits will be issued for the donor parcel or the receiving parcel.
5. If the transfer rights are from the TDR reserve bank, all rights must be accounted for and there must be enough development rights in the bank to permit the project.
6. The proposed development and density/intensity are compatible with the surrounding area and land use.

Contract for sale and purchase of development rights and deed of transfer of development rights. A contract for sale and purchase of development rights and deed of transfer of development rights shall be required as part of the approval of a TDR transfer. The deed transferring the development rights shall be recorded in the public records prior to the issuance of a development permit.

Notification to property appraiser. Upon recordation of the deed of transfer, the town manager shall notify, the property appraisers office in writing that development rights have been transferred from the donor parcel or TDR bank to the receiving parcel in perpetuity.

(Ord. No. 769, § 1(Exh. A), 5-9-05; Ord. No. 910, § 1(Exh. A), 4-11-2011)