



## RIVIERA DUNES MASTER ASSOCIATION INC.

### **RDMA Board of Directors Meeting**

**Wednesday, February 19, 2025, at 10:00 AM**

**Held at the Laguna Clubhouse & Via Zoom**

**614 Riviera Dunes Way, Palmetto, FL 34221**

**1. Call to Order**

The meeting was called to order by Deborah Sperry at 10:00 AM.

**2. Establish of Quorum**

Deborah Sperry, Art Mombert, Jamie Switzer, Gary Schuster, Jimmy Stuart and Drew Denick were in attendance. Kristina Bacheva joined the meeting via Zoom, and seven (7) owners joined via Zoom as well. Daphne Labrador, Community Association Manager, was also in attendance.

Thirty homeowners were in attendance in person. There were two (2) Special Guests at today's meeting. City of Palmetto Mayor Dan West, and CRA Director Rowena Young-Gopie were present.

**3. Proof of Notice of the Meeting**

Notice was sent out in accordance with the state statute. Daphne Labrador confirmed that she emailed the notice on February 6, 2025. Art Mombert confirmed posting the notice as well.

**4. Special Guests -** City of Palmetto Mayor-Dan West, and CRA Director-Rowena Young-Gopie both presented, and both gave updates regarding the City of Palmetto projects and works. After they presented, Deborah Sperry announced there would be a five-minute break. ***At 10:55 AM, Drew Mombert made a motion to reconvene, and Art Mombert seconded. All were in favor, and the motion passed unanimously.***

**5. Approval of Minutes**

***Art Mombert made a motion to approve the January 15, 2025, meeting minutes and Drew Denick seconded. All were in favor, and the motion passed unanimously.***

**6. Treasurer's**

Art Mombert gave his report – please see page 4. ***Deborah Sperry made a motion to approve the Treasurer's report as read. Drew Denick seconded the motion. All were in favor, and the motion passed unanimously.***



## RIVIERA DUNES MASTER ASSOCIATION INC.

### 7. Unfinished Business

- A. Ratification – Engineering Analysis:** The contract for the study by AREHNA Engineering has been completed and signed by the Marina. The report is estimated to be available by mid-March. The Marina will pay 50% of the estimated \$25K costs, and the RDMA will pay half of the cost. The value of this report is to provide the RDMA BOD quantitative answers on the design, size and placement piling. We need engineering guidance; the Master could potentially approve a dock redesign that would put other vessels in the Harbor at risk. Per the original dock permits, these docks were designed to accommodate a 20–60-foot vessel with a 5-foot draft. We are required to make sure that all these replacements meet this criterion. Deborah Sperry asked for the ratification approval regarding Engineering Analysis contract expense. Jimmy Stuart made a motion to ratify the approval of the Engineering Analysis by Foster Engineer for an estimated \$25K, the Master will pay 50% and Marina 50%. Jaime Switzer seconded the motion. All were in favor, and the motion passed unanimously.
- B. Marina Lawsuit Update:** Deborah Sperry & Jamie Switzer are working with Attorney Dan Lobeck regarding possible solutions for a proposed 9<sup>th</sup> Amendment.
- C. Insurance Update:** RDMA presently has Boyd Insurance for all insurance policies. Presently, the Master does not have insurance on the flushing bridge, monuments or pedestrian walkways and roads. RDMA BOD has requested to have an increased D&O Umbrella. Deborah Sperry is working with Ken Johnson-Former RDMA Board member and resident Insurance expert to vet out Insurance options and pricing new policies asap. General Liability coverage with Boyd Insurance is currently \$4,200 per year. Boyd is not willing to provide extra coverage on other properties as requested. Ken Johnson did a full cursory of Master's insurance policies. Deborah will get another quote as a 3<sup>rd</sup> quote. RDMA can't change D&O or the Worker's Compensation until the Marina lawsuit is done.
- D. Pedestrian Walkway Update:** Drew Denick reported that Bel Mare might have to put the Marriott on notice. Drew also stated they are looking for a price to grind the concrete on the lake walk. It is time to grind it as it is raised.
- E. Monument Repairs:**
- 7-11 Monument:** The left column which is constructed from 26-gauge sheet steel has collapsed from the hurricane. We removed the right column so that it is symmetrical. No additional work is required currently.
  - Haben RD and Riviera Dunes Way Monument:** This monument has sustained a lot of damage. The lower perimeter skirt which is made of 26-gauge steel has collapsed and needs to be totally replaced. May calls to sign contractors have gone unanswered. The one that we did speak with are slammed with work and won't even do a quote.





## RIVIERA DUNES MASTER ASSOCIATION INC.

- F. Landscaping/Riprap Update: Action** Property completed both the main walkway for \$8,500 and the harbor entrance for \$38,000.

7-11 Landscape needs to update their landscape, their landscaping looks lousy. It has been five years since they put new plants in and applied mulch, and they haven't done it again since then. Management will draft a notice letter for Board review, before it is sent to the 7-11 owner and put them on notice for the landscaping issues.

- G. Electric and Water Cutoff by Marriott:** Drew Denick reported discussions with Marriott are still ongoing. There's been no water since July. Drew presented three options for a solution.

1. Hook into Marriott electric and water as previously done.
2. Set a new electric meter at the far end of the walkway. This requires us to run the electricity from the closest transformer on 3<sup>rd</sup> Street in the homes section. The new line will have to be trenched under the driveway and landscaping. At best, it will be \$25K to run electric in.
3. Solar panels installation. The approximate cost is \$7,500 for the solar system, \$3,000 for the shed and \$3,000 for installation.

Drew & Deborah will approach Marriott one more time to see if this can be resolved.

### 8. New Business

- A. Discussion – Upcoming Annual Election on March 26, 2025** – Deborah Sperry announced that the Master Association's Annual Meeting will be held on Wednesday, March 26, 2025, at 10:00 AM at the Laguna Clubhouse and via Zoom. The Association's legal counsel, Daniel Lobeck, will be attending the meeting. All three current Board Members have expressed their desire to run again. The Annual Election announcement package will be mailed by next week.

### 9. Adjournment of the Meeting

Deborah Sperry asked if the meeting could be adjourned. Drew Denick made a motion to adjourn the meeting at 11:56 AM. Art Mombert seconded the motion. The motion passed, and the meeting was adjourned.

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Deborah Sperry, Board President

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Date Approved



**RIVIERA DUNES MASTER ASSOCIATION INC.**  
**RDMA Treasurer Report – Art Mombert**  
**February 19, 2025**

The Financial Statements dated December 31, 2025, have been received and reviewed. The summary highlights include the following:

**Current Assets**

Operating Account Balance	\$55,704.31
Reserve Cash Accounts Balance	\$554,327.65
Account Receivables	\$350.36
Other Assets (prepaid & deposits)	\$991.76
<b>Total Assets</b>	<b>\$610,031.96</b>

**YTD Expenses vs. Budget**

Our revenue projections are where they should be for the year. Our overall operating expenses are within our 2024 budget, with the administrative expenses being considerably over based on insurance and legal costs being higher than originally planned. Based on our current trends, we should finish the fiscal year within our budget. The majority of accounts are under or within the YTD budgets based on the invoices submitted through late October, early November. Based on our current trends we should finish the fiscal year within our budget.

Overall total actual expenses YTD = \$54,659.79 vs. our YTD Budget = \$96,828.00. Variance = \$42,168.21 under YTD budget.

We have recorded \$32,582.02 through 12/31/2024 from interest on our reserve accounts.

# MAYOR

## Biography for Mayor Dan West

Dan West is a lifelong resident of Palmetto with an extensive background in the agriculture industry. He has worked as an agriculture teacher for eight years and as manager of the Manatee County Fair for 17 years. He most recently served as Executive Director of the Florida Federation of Fairs and is a part-time citrus grower. Mr. West previously served as Supervisor of the Manatee River Soil & Water Conservation District from 1998 until 2002. He has been involved with numerous civic organizations dating back to 1998.

Dan West is a graduate of Palmetto High School and University of Florida. He is married with three adult sons and two new grandbabies.

West's goals as mayor include serving with honor, integrity, and an open-door policy. He plans to take a hands-on role and work closely with the city commissioners and city employees to realize Palmetto's full potential. The citizens will get my earnest efforts to keep Palmetto an inviting place to live, work, and do business."

West acknowledges Palmetto's need for improvement: "I see Palmetto as a diamond in the rough. I would like to see a vibrancy in the downtown business district, where there are a number of vacant storefronts that could be utilized by potential businesses. I would like to see the city work with the stakeholders in developing strategies to encourage the use of these structures. I view the new hotel and coming convention space as a real opportunity to encourage smart growth for our business district. I would like to see efforts to establish connectivity with the business district to this new amenity. We want folks to stop and patronize businesses located within Palmetto and enjoy all

that we have to offer. My vision is to see Palmetto grow in smart ways that enhance, not change our small-town character." He feels that it is his responsibility to work with residents and the local government to ensure that Palmetto remains a clean, safe, and affordable city in which to live and work.

Though Dan West is a relative newcomer to local politics, he plans to draw on his experience working with local and state leaders as a lobbyist for the agriculture industry. He cites his 20 years of business experience, which includes budgeting, staffing, capital improvement projects, vendors, and public relations. He has also worked with various boards and committees at local and state levels and feels that these experiences have prepared him for the role of mayor.

## Role of Mayor

The Mayor of Palmetto is an elected Mayor and Palmetto is considered a "Strong Mayor" form of government. By Charter, the Mayor of Palmetto is the Chief Executive Officer of the city and has direct supervision over appointed officers. The appointed officers include the Chief of Police, the City Clerk, the Public Works Director, the City Attorney and the CRA Director.

The City Charter states that the Mayor may not vote on any action of the City Commission, including in the case of a tie. Accordingly, under the Florida Sunshine Law, the Mayor may consult with and discuss any subject with individual Commissioners.

The Mayor must be an elector and have been a legal resident of the city for a minimum of 365 consecutive days immediately prior to the last day of qualifying for election to the office. The term of office is four years.



**Dan West**

Mayor

[Mail](#)

### Physical Address

516 8th Avenue W  
Palmetto, FL 34221

Phone: [941-723-4570](tel:941-723-4570)

Fax: 941-723-4576

### Hours



# Palmetto CRA Newsletter



CRA DIRECTOR ROWENA YOUNG-GOPIE

**Palmetto  
Community  
Redevelopment  
Agency**

324 8TH AVE W  
STE 103  
PALMETTO, FL  
34221

(941) 723-4988

## The Palmetto Community Redevelopment Agency welcomes Rowena Young-Gopie as its new Director

Palmetto's Community Redevelopment Agency (CRA) is pleased to announce the appointment of Rowena Young-Gopie as its new Director. With over two decades of experience in local government, specializing in economic development, community and redevelopment initiatives, and affordable housing, Rowena is well-equipped to contribute to the city's revitalization efforts. Her public service career began in 2002, where she focused on actuarial calculations for retirement planning. However, it was her transition to the City of Sarasota that ignited her true passion for community development. Rowena's wealth of expertise will be instrumental in advancing the CRA's mission and objectives.

"I have always had a passion for community work and collaborating with diverse groups of people to create tangible benefits and positive changes that can be appreciated by the community," Rowena shared. "My career began as an administrative assistant with the city, and through continuous training and development, I advanced to the role of Redevelopment Specialist for the Newtown Community Redevelopment Agency (CRA). Since then, I have had the privilege of creating and implementing numerous programs focused on community development." These programs were designed to engage both residents and businesses, enhance transparency, and ensure that Sarasota's diverse communities felt connected to their local government.

"I have always made it a priority to ensure the community understood that they were not separate from local government, but rather, that we worked for them," Rowena emphasized. Her commitment to engagement and ensuring residents felt heard played a pivotal role in shaping Sarasota's successful redevelopment efforts. Over her ten years with the City, Rowena contributed to numerous initiatives focused on revitalizing underutilized properties, expanding housing options, and returning valuable assets to the city's tax roll. Now, in her new role in Palmetto, one of her top priorities is advancing community engagement. "Community engagement is one of the most important aspects of our work, as it ensures transparency," Rowena stated.

In the coming year, Rowena's focus will be on ensuring that the staff is fully equipped and capable of efficiently managing the projects in the pipeline. Additionally, she is dedicated to addressing Palmetto's housing challenges, working to create sustainable solutions for the community. "The economy is one of the main challenges facing the community right now," she explained. "We are dealing with high insurance costs for homeowners and skyrocketing rental prices for those simply trying to secure an apartment." Rowena emphasized the importance of fostering economic growth in business districts while ensuring the availability of affordable housing options. She highlighted the need for accommodations such as smaller hotels, family-owned businesses, and bed-and-breakfast establishments to support Palmetto's growth and community needs.

As she begins her tenure in Palmetto, Rowena is dedicated to building a vibrant, sustainable community where all residents can thrive. She envisions Palmetto becoming a beacon of inspiration for neighboring communities, demonstrating the power of collaboration and thoughtful development.





January 29, 2025

Jamie Switzer  
Riviera Dunes Marina  
102 Riviera Dunes Way  
Palmetto, FL 34221

Via Email: JamieSwitzer@outlook.com

Subject: Proposal for Geotechnical Engineering Services  
Riviera Dunes Marina  
102 Riviera Dunes Way  
Palmetto, Florida  
AREHNA B.Prop-25-017.REV

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

#### Project Description

The project site is located at the Riviera Dunes Marina, in Palmetto, Florida. The project consists of new docks near the marina and throughout the neighborhood. Boring locations and depths were selected by Foster Consulting. We understand that soil parameters of the existing soils are needed. This proposal does not include axial capacity or lateral stability analysis.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig. This proposal assumes that borings will only be performed on land and no permits or MOT will be required.

#### Scope of Services

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Recommended design soil parameters for the dock pilings.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.

- Perform 3 Standard Penetration Test (SPT) borings to a depth of 60 feet below existing grades at the locations provided by the client. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

#### Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately up to 3 days to complete, weather and access permitting. Our signed and sealed report should be available approximately three weeks after completion of the fieldwork.

#### Service Fee

We propose to complete our geotechnical engineering services for a lump sum fee of \$10,300.00.


The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,  
AREHNA Engineering, Inc.



Andy Tao, P.E.  
Geotechnical Engineer



Kevin M. Hill, P.E., PMP  
Senior Geotechnical Engineer

Attachments: Work Order







**AREHNA | Engineering, Inc.**

5012 W. Lemon Street, Tampa, FL 33609

P: 813.944.3464 F: 813.944.4959

[www.arenha.com](http://www.arenha.com)

**AREHNA ENGINEERING WORK ORDER**

**Project Name ("Project"):** Riviera Dunes Marina  
**Proposal No. ("Proposal"):** B.Prop-25-017.REV  
**Date of Proposal:** 1/29/2025  
**Project Location ("Site"):** 102 Riviera Dunes Way, Palmetto, Florida  
**Client:** Riviera Dunes Marina  
**Client Address:** 102 Riviera Dunes Way  
 Palmetto, FL 34221

**Scope of Services:** Please refer to the attached Proposal, which is incorporated herein by reference.

In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

**1. STANDARD OF CARE.** AREHNA will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of AREHNA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against AREHNA with respect to the Services to be performed by AREHNA must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

**2. OPINIONS OR ESTIMATES OF COST.** If included in the Services, AREHNA will provide estimates of the cost of materials, remediation or construction based on AREHNA's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

**3. PAYMENT.** Client will pay AREHNA for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. AREHNA's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of AREHNA's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. AREHNA may suspend the performance of Services when any invoice is past due.

**4. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF AREHNA, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR AREHNA'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO AREHNA BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER. Client acknowledges that (i) without the inclusion of this limitation of liability provision, AREHNA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of AREHNA under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, AREHNA's liability and (v) it has received special consideration of ten dollars (\$10) for this

limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration. **PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**5. INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

**6. SITE OPERATIONS.** If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by AREHNA's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnitees from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnitees.

**7. SITE RESPONSIBILITY.** Client will provide AREHNA with access to the Site and all available Site information deemed necessary by AREHNA. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AREHNA. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. AREHNA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AREHNA is not responsible for safety or security at the Site, other than for AREHNA's employees, and that AREHNA does not have the right or duty to stop the work of others.

**8. SAMPLES AND WASTES.** Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs AREHNA to retain any samples, AREHNA will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. AREHNA reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents (collectively, "Contaminants"), AREHNA, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, AREHNA will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnitees from and against all Liabilities arising from the Indemnitees handling of such samples, wastes, soils or materials, except to the extent of AREHNA's negligence or willful violation of any applicable law.



**9. UNANTICIPATED CONDITIONS.** Client will inform AREHNA in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or AREHNA's equipment or personnel prior to commencement of the Services. Should AREHNA encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in AREHNA's performance of the Services, upon notice to Client, AREHNA, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or AREHNA's equipment or personnel, AREHNA will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold AREHNA harmless if AREHNA provides such notice.

**10. EXCUSABLE DELAY.** AREHNA will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of AREHNA. In the event of any such delay, AREHNA will be entitled to an extension of the time to put performance of the Services back on schedule, and AREHNA will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

**11. ENVIRONMENTAL INDEMNITY.** Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by AREHNA.

**12. TERM AND TERMINATION.** The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to AREHNA. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. AREHNA will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

**13. DISPUTE RESOLUTION.** The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution. If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

**14. ASSIGNMENT.** This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that AREHNA may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

**15. SURVIVAL.** All of Client's and AREHNA's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, and AREHNA's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

**16. SEVERABILITY.** If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

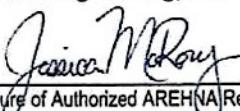
**17. NO CONSTRUCTION AGAINST THE DRAFTER.** Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

**18. INTEGRATION.** This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

**19. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of law principles.

AREHNA Engineering, Inc.

Riviera Dunes Marina

  
Signature of Authorized AREHNA Representative

  
Signature of Authorized Client Representative

Jessica McRory, PE, President  
Print Name and Title

JAMES SWITZER PRESIDENT  
Print Name and Title

1/30/2025  
Date

1-30-2025  
Date