Volusia Growth Management Commission  
Meeting Notice and Agenda  

6:00 p.m.                          March 1, 2023

RESCHEDULED FROM FEBRUARY 22, 2023

Daytona Beach City Hall
Conference Room #149B
301 S. Ridgewood Avenue
Daytona Beach, FL

I. Call Meeting to Order

II. Roll Call

III. Citizen Comments on matters other than scheduled hearings

IV. Approval of Minutes:  
   1) October 12, 2022 Regular Meeting

V. Public Hearings

VI. Report from Planning Consultant

VII. Report from Legal Counsel

VIII. Report from Commission Operations Manager

IX. Report from Commission Chairman

X. Reports from Committees:
   1) P.O.P. Report
      a) Annual Performance Evaluation – VGMC Operations Manager
   2) Budget Report
      a) 2022-23 Year to Date Expenses
      b) 2023-24 Preliminary Proposed Budget Discussion

XI. Old Business

XII. New Business
   1) Consideration of VGMC Resolution #2023-01, Apportionment of Voting Weight
   2) Ratification of Assignment of 2022-23 Planning Contract from S&ME, Inc. to Inspire Placemaking Collective, Inc.

XIII. Commissioner Requests or Remarks

XIV. Adjournment

If a person decides to appeal any decision by the VGMC of any matter considered at such public meeting, (s)he will need to ensure that a verbatim record of such meeting is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with The Americans with Disabilities Act (ADA), if a person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, (s)he should contact the VGMC office at least 48 hours prior to the proceeding at 140 S. Beach, Suite #305, Daytona Beach, FL, 32114, (386) 947-1875.

*There will be a meeting of the Budget Committee beginning at 5:30 p.m. in Conference Room #149A.

**There will be a meeting of the POP Committee beginning at 5:30 p.m. in Conference Room #149B.
TO: VGMC Members & Staff
FROM: Merry Chris Smith, Operations Manager
DATE: February 8, 2023
RE: VGMC Regular Meeting, February 22, 2023

Attached please find the agenda package for the regular meeting of the VGMC scheduled for Wednesday, February 22, 2023. The meeting will begin at 6:00 p.m. and will be held in Conference 149B on the first floor at Daytona Beach City Hall.

If you have any questions or are unable to attend, please let me know at your earliest possible convenience.

Thank you and I look forward to seeing you on the 22nd.

Merry Chris
Volusia Growth Management Commission
Meeting Notice and Agenda

6:00 p.m.                                 February 22, 2023

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Volusia Growth Management Commission

MINUTES FOR MEETING HELD
Wednesday, October 12, 2022

Daytona Beach City Hall
Conference Room #149B
301 S. Ridgewood Avenue
Daytona Beach, FL

MEMBERS PRESENT IN PERSON

Sid Vihlen, Jr., Chairman
Dee Bary
Debbie Connors, Vice Chair
Port Orange
Christy Gillis, Secretary
South Daytona
Doug Gutierrez
Daytona Beach
Sandy Lou Gallagher
Deltona
Teresa Pope
Edgewater
Loretta Arthur
Holly Hill
Robert Storke
Orange City
Philip Maroney
Ormond Beach
Paul Manning
Ponce Inlet
Jon Greene
Volusia County
John Samuelson
Volusia County

MEMBERS NOT PRESENT

Larry Saffer
Daytona Beach Shores
Keegan Greene
Volusia County

NON-VOTING MEMBERS

Stephanie Doster (not present)
Volusia County Schools
Steven Fitzgibbons (not present)
SJRWMD

OTHERS PRESENT

Heather Ramos, GrayRobinson, VGMC Legal Counsel
Chris Dougherty, S&ME, VGMC Planning Consultant
Merry Chris Smith, VGMC Operations Manager

CALL TO ORDER

VGMC Chairman Sid Vihlen, Jr. called the meeting to order at 6:01 p.m.
ROLL CALL

Roll call was taken and it was determined there was a quorum present.

Chairman Vihlen introduced and welcomed new member Philip Maroney representing Ormond Beach. He also announced the resignation of three members, Jack Surrette, Joe Hammet and Dwight Lewis.

CITIZEN COMMENTS

There were no citizens present who wished to speak at this time.

APPROVAL OF MINUTES

Christy Gillis made a motion to approve the minutes of the February 23, 2022 meeting as presented. Motion seconded by Doug Gutierrez and carried unanimously.

PUBLIC HEARING

There were no items scheduled for public hearing.

REPORT FROM PLANNING CONSULTANT

VGMC Planner Chris Dougherty provided a planning update reporting that a Request for Additional Information (RAI) had been issued on a pending City of Daytona Beach application based on comments received from Volusia County. He stated the City has responded to the RAI and the response has been distributed to the units of local government for review.

Based upon the POP Committee recommendation at the earlier meeting, Chairman Vihlen asked Mr. Dougherty if S&ME would be capable of handling the planning reviews on all applications if VHB did not accept the proposed rates for contract renewal. Mr. Dougherty responded affirmatively. Mr. Vihlen commented on the quality and timeliness of Mr. Dougherty’s work and extended appreciation to him for that.

Commissioner Greene asked Mr. Dougherty if S&ME generally refers work to other planning firms if a conflict exists. Mr. Dougherty responded affirmatively, adding there is a clause in their contract with VGMC relating to conflicts of interest and that they do not do comprehensive planning work for any local government in Volusia County.

General discussion ensued relating to how a conflict of interest would be handled if the commission had only one planning contract. Due to the time-sensitive nature of the VGMC planning reviews, there was general agreement that a planning firm who is an approved Volusia County vendor should be utilized in the event a conflict arises.
Commissioner Gutierrez commented that he deals with Mr. Dougherty directly on the City of Daytona Beach applications and he spoke very favorably of his work.

**REPORT FROM LEGAL CONSULTANT**

Heather Ramos, VGMC General Counsel, stated she had no legal matters to report on.

Brief discussion ensued relating to rules changes that occurred during the last Charter Review in 2015-16, and that the next Charter Review will begin in 2025-26.

**REPORT FROM COMMISSION OPERATIONS MANAGER**

Ms. Smith reported that member travel reimbursements were submitted to the County at the end of September for processing. Several members reported already having received their check.

Ms. Smith stated the next regular meeting of the commission is scheduled for October 26, 2022 and indicated there was no substantive business to come before the commission on that date. There was general agreement to cancel the meeting and Chairman Vihlen confirmed.

**REPORT FROM COMMISSION CHAIR**

Chairman Vihlen commented favorably regarding the VGMC legal, planning and office staff.

**REPORTS OF COMMITTEES**

**POP Report:** Debbie Connors, POP Committee Chair, stated the POP committee matters will be addressed under New Business.

**Budget Report:** Budget Chair Christy Gillis stated the committee met immediately prior to the regular meeting.

- **2022-23 Budget Update:** Chair Gillis stated the committee discussed the 2022-23 budget and asked if there was any further action necessary. Ms. Smith responded that the County Council held the second and final budget hearing on September 20, 2022 and her understanding is that the VGMC budget was approved. Therefore, no further action is necessary.

- **Renewal of 2022-23 VGMC Office Lease:** Chair Gillis stated the committee discussed the proposed lease and did not raise concern since there is sufficient funds within the budget to absorb the increase in rent. Ms. Smith further clarified that the increase in rent will put the commission slightly over the rent budget, however, there should be sufficient funds within the overall 2022-23 budget to absorb the increase.
OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

- Renewal of 2022-23 VGMC Office Lease: POP Chair Debbie Connors stated that the POP Committee reviewed the office lease which proposes a 7.5% increase, and also includes the addition of several provisions which were recommended by committee member Philip Maroney.

  Ms. Connors stated the POP Committee is recommending approval and execution of the proposed 2022-23 VGMC office lease with the additional provisions. The recommendation comes to the commission as a motion and second which carried unanimously.

- Consider renewal of S&ME planning services contract for 2022-23 FY: Ms. Connors stated the proposed contract is consistent with the existing approved contract and the POP Committee is recommending approval of the contract as proposed. The recommendation comes to the commission as a motion and second which carried unanimously.

- Consider renewal of VHB planning services contract for 2022-23 FY: Ms. Connors stated the VHB contract proposes a 31% increase in the Project Manager hourly rate. Following discussion at the POP meeting, the committee is recommending the commission approve the 2022-23 planning contract with VHB subject to: 1) The rates remaining at $145/hour for the project manager, and $125/hour for the assisting planner, and 2) The revised, executed contract must be received by the VGMC by 5:00 p.m. Monday, October 17, 2022. The recommendation comes to the commission as a motion and second which carried unanimously.

  Chairman Vihlen stated if VHB rejected the terms approved by the VGMC, that Mr. Dougherty confirmed S&ME could handle reviewing all applications on an interim basis.

- Consider renewal of GrayRobinson legal services contract for 2022-23 FY: Ms. Connors stated there is a small rate increase proposed in the legal contract. Following discussion at the POP meeting, the committee is recommending the commission approve the 2022-23 legal contract with GrayRobinson as presented. The recommendation comes to the commission as a motion and second which carried unanimously.

- Election of Officers: Debbie Connors nominated Sid Vihlen, Jr. to serve another term as Chairman of the VGMC. There were no further nominations. Debbie Connors made a motion to elect Sid Vihlen, Jr. to serve as Chairman. Motion seconded by Loretta Arthur and carried unanimously.
Loretta Arthur made a motion to nominate Debbie Connors to serve another term as Vice Chair of the VGMC; motion seconded by Doug Gutierrez. There were no further nominations and the motion carried unanimously.

Debbie Connors made a motion to nominate Christy Gillis to serve another term as Secretary of the VGMC; motion seconded by Teresa Pope. There were no further nominations and the motion carried unanimously.

Ms. Smith stated that per the VGMC Rules of Procedure, POP and Budget Committee appointments would be made by Chairman Vihlen for the new term within 30 days.

**COMMISSIONER REQUESTS OR REMARKS**

Commissioner Gillis spoke relating to the resources and efforts underway throughout the County in response to the devastation which resulted from Hurricane Ian.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:35 p.m.

____________________________ _______________________
Attest:  Chair
# Pending VGMC Applications as of February 1, 2023

<table>
<thead>
<tr>
<th>File #-Applicant</th>
<th>Acres</th>
<th>Location &amp; Applicant</th>
<th>Existing Use</th>
<th>Proposed Use</th>
<th>Large/Small</th>
<th>App Received/Complete</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>23-001 Edgewater</td>
<td>.30</td>
<td>N. Cory Dr (Parcel #841205000440)</td>
<td>County Urban Low Intensity</td>
<td>City Low Density Residential</td>
<td>Small</td>
<td>1/12/23 Reviewing</td>
<td></td>
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<tr>
<td>23-002 Edgewater</td>
<td>.06</td>
<td>Pelican Dr (Parcel #8402000000200)</td>
<td>County Urban Low Intensity</td>
<td>City Commercial</td>
<td>Small</td>
<td>1/12/23 Reviewing</td>
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<tr>
<td>23-003 Edgewater</td>
<td>.34</td>
<td>3509 Rock Oak Trail</td>
<td>County Urban Low Intensity</td>
<td>City Low Density Residential</td>
<td>Small</td>
<td>1/12/23 Reviewing</td>
<td></td>
</tr>
<tr>
<td>23-004 DB Shores</td>
<td>.15</td>
<td>3615 Cardinal Blvd</td>
<td>County Urban Low Intensity</td>
<td>City Residential Low Intensity</td>
<td>Small</td>
<td>1/24/23 Reviewing</td>
<td></td>
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<tr>
<td>23-005 DB Shores</td>
<td>.34</td>
<td>2822 S. Atlantic Ave</td>
<td>County Urban Low Intensity</td>
<td>City Residential Low Intensity</td>
<td>Small</td>
<td>1/24/23 Reviewing</td>
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<tr>
<td>23-006 DB Shores</td>
<td>.28</td>
<td>105 Broad Ave</td>
<td>County Urban Low Intensity</td>
<td>City Residential Low Intensity</td>
<td>Small</td>
<td>1/24/23 Reviewing</td>
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<tr>
<td>23-007 New Smyrna Beach</td>
<td>1.8</td>
<td>645 Oliver Dr</td>
<td>County Urban Low Intensity</td>
<td>City Low Density Residential</td>
<td>Small</td>
<td>1/30/23 Reviewing</td>
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<tr>
<td>23-008 New Smyrna Beach</td>
<td>3.43</td>
<td>2655 Pioneer Trail</td>
<td>County Urban Low Intensity</td>
<td>City Low Density Residential</td>
<td>Small</td>
<td>1/30/23 Reviewing</td>
<td></td>
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<tr>
<td>23-009 Ormond Beach</td>
<td>13.13</td>
<td>S of Pennsylvania Ave along Rosemary St and Benton St, W of Plantation Oaks Blvd</td>
<td>Low Intensity Commercial</td>
<td>Medium Density Residential</td>
<td>Small</td>
<td>1/31/23 Reviewing</td>
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<tr>
<td>23-010 Ormond Beach</td>
<td>4.25</td>
<td>264 S Atlantic Ave, 225 Magnolia Dr, 300 S Atlantic Ave</td>
<td>Public/Institutional</td>
<td>Low Intensity Commercial &amp; Low Density Residential</td>
<td>Small</td>
<td>1/31/23 Reviewing</td>
<td></td>
</tr>
</tbody>
</table>
TO: VGMC Budget Committee
FROM: Merry Chris Smith, Operations Manager
DATE: February 8, 2023
RE: 2022-23 Year-to-Date Budget Expenses

Attached please find the year-to-date budget expense report for the VGMC as of February 1, 2023.

Overall, we are well within budget, however, following are several items I would like to comment on:

1) With the exception of 3401-Software License, those line items that are at 100% of budget are expenses that are one-time annual charges.

2) 3401-Software License -- The annual fee for the Digital Court Recording software license increased from $350 to $380. Additionally, the $380 expense you see should have been reflected in the 2021-22 budget, however, the invoice was not received and processed until after the start of the current fiscal year on October 1, 2022. As a result, we can expect an additional $380 expense for the annual renewal in August, 2023 which will further exceed the line item budget, however, there should be more than ample funds in the overall budget to absorb this.

3) 4400-Rent -- As discussed at the October 12, 2022 meeting, the increase in the VGMC office lease for the 2022-23 FY will result in a small overage in the rent budget come year end. But again, barring any unforeseen and significant expenditures, there should be more than ample funds in the overall budget.

If you have any questions in advance of the meeting, please let me know at your earliest possible convenience.

Thank you.

Merry Chris
### VGMC Budget Worksheet
#### 2022-23 Budget Expenses as of February 1, 2023

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Short Description</th>
<th>Original Budget</th>
<th>Amended Budget</th>
<th>Total Expenses</th>
<th>Budget Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1201</td>
<td>Salaries</td>
<td>$30,804</td>
<td>$30,804</td>
<td>$9,500</td>
<td>$21,304</td>
<td>31%</td>
</tr>
<tr>
<td>2100</td>
<td>FICA</td>
<td>$2,367</td>
<td>$2,367</td>
<td>$491</td>
<td>$1,876</td>
<td>21%</td>
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<tr>
<td>2200</td>
<td>Retirement</td>
<td>$3,660</td>
<td>$3,660</td>
<td>$1,131</td>
<td>$2,529</td>
<td>31%</td>
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<tr>
<td>2301</td>
<td>Group Insurance</td>
<td>$5,059</td>
<td>$5,059</td>
<td>$5,059</td>
<td>$0</td>
<td>100%</td>
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<tr>
<td>2302</td>
<td>Life Insurance</td>
<td>$105</td>
<td>$105</td>
<td>$30</td>
<td>$75</td>
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<tr>
<td>2303</td>
<td>Dental Insurance</td>
<td>$180</td>
<td>$180</td>
<td>$0</td>
<td>$180</td>
<td>0%</td>
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<tr>
<td></td>
<td><strong>Totals Personal Services</strong></td>
<td></td>
<td></td>
<td><strong>$16,211</strong></td>
<td><strong>$25,964</strong></td>
<td><strong>38%</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Object Code</th>
<th>Short Description</th>
<th>Original Budget</th>
<th>Amended Budget</th>
<th>Total Expenses</th>
<th>Budget Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>3320</td>
<td>Comm. Fees</td>
<td>$250</td>
<td>$250</td>
<td>$175</td>
<td>$75</td>
<td>70%</td>
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<td>3400</td>
<td>Contract Services</td>
<td>$120,000</td>
<td>$120,000</td>
<td>$10,682</td>
<td>$109,318</td>
<td>9%</td>
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<tr>
<td>3401</td>
<td>Software License</td>
<td>$350</td>
<td>$350</td>
<td>$380</td>
<td>-$30</td>
<td>100%</td>
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<tr>
<td>3710</td>
<td>Computer Replacements</td>
<td>$816</td>
<td>$816</td>
<td>$816</td>
<td>$0</td>
<td>100%</td>
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<tr>
<td>3810</td>
<td>Training &amp; Education</td>
<td>$200</td>
<td>$200</td>
<td>$0</td>
<td>$200</td>
<td>0%</td>
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<tr>
<td>3820</td>
<td>Registration Fees</td>
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<td>$0</td>
<td>$250</td>
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<td>4000</td>
<td>Travel</td>
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<td>$600</td>
<td>$600</td>
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<td>50%</td>
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<tr>
<td>4211</td>
<td>Postage</td>
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<td>$1,000</td>
<td>$23</td>
<td>$977</td>
<td>2%</td>
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<tr>
<td>4250</td>
<td>Mileage</td>
<td>$300</td>
<td>$300</td>
<td>$19</td>
<td>$281</td>
<td>6%</td>
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<tr>
<td>4400</td>
<td>Rent</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$4,456</td>
<td>$4,544</td>
<td>50%</td>
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<tr>
<td>4510</td>
<td>Liability Insurance</td>
<td>$758</td>
<td>$758</td>
<td>$758</td>
<td>$0</td>
<td>100%</td>
</tr>
<tr>
<td>4700</td>
<td>Printing</td>
<td>$200</td>
<td>$200</td>
<td>$0</td>
<td>$200</td>
<td>0%</td>
</tr>
<tr>
<td>4711</td>
<td>Xerox - Copier</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$41</td>
<td>$959</td>
<td>4%</td>
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<tr>
<td>4910</td>
<td>Legal Ads</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$0</td>
<td>$3,000</td>
<td>0%</td>
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<tr>
<td>5100</td>
<td>Office Supplies</td>
<td>$1,000</td>
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<td>$1,000</td>
<td>0%</td>
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<tr>
<td>5102</td>
<td>Office Equipment</td>
<td>$500</td>
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<td>$0</td>
<td>$500</td>
<td>0%</td>
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<tr>
<td>5230</td>
<td>Food &amp; Dietary</td>
<td>$500</td>
<td>$500</td>
<td>$18</td>
<td>$482</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td><strong>Totals Operating</strong></td>
<td><strong>$144,134</strong></td>
<td><strong>$144,134</strong></td>
<td><strong>$17,668</strong></td>
<td><strong>$126,466</strong></td>
<td><strong>12%</strong></td>
</tr>
</tbody>
</table>

**TOTAL VGMC Budget** | **$186,309** | **$186,309** | **$33,879** | **$152,430** | **18%** |

Contract services YTD expenses breaks down as follows:
- $1,747 Legal - GrayRobinson
- $7,657 Planning - Inspire Placemaking
- $1,278 Planning - VHB

**$1,388 Pending in Contract Services**
TO: Members of the VGMC Budget Committee

FROM: Merry Chris Smith, Operations Manager

DATE: February 8, 2023

RE: Preliminary Draft 2023-24 Proposed Budget

Attached please find a draft budget package for the 2023-24 fiscal year for your review and discussion at the February 22, 2023 Budget Committee Meeting. No final action will be taken on this item at the February meetings. The committee will present the proposed budget to the full commission at the regular meeting for discussion and comment. Thereafter, it will be brought back to the Budget Committee at the next scheduled meeting to prepare a recommendation for final action by the full commission.

Included in the package are the following:

1) A worksheet providing a 5-year budget history, the current approved budget, and preliminary proposed budget figures for the 2023-24 fiscal year;
2) A budget justification which provides more specific detail relating to the individual line items;
3) Objectives, measurements, and budget request overview; and
4) Commission summary which is included in the program book when the County presents the budget to the Council later this year.

The proposed budget figures represent an overall 9% reduction from the current approved 2022-23 approved budget. Following are specific comments and information relating to some of the individual line items that I would like to specifically expand upon:

1) Object Codes 1201 thru 2303: The **Personal Services** category relates specifically to the Operations Manager position. The County Human Resources division calculates all of the individual line items within this category. The proposed 2023-24 budget figures are based upon the current adopted budget and will likely be modified slightly by the County.
2) Object Code 3400: The **Contract Services** proposed budget of $105,000 represents nearly a 13% reduction from our current budget.

Following is a breakdown of the current and proposed budget:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Current 2022-23 Budget</th>
<th>Proposed 2023-24 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>GrayRobinson</td>
<td>$40,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Inspire Placemaking</td>
<td>$65,000</td>
<td>$65,000</td>
</tr>
<tr>
<td>VHB</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$120,000</strong></td>
<td><strong>$105,000</strong></td>
</tr>
</tbody>
</table>

As you will see, the proposed planning budgets are consistent with the currently approved budget, with the reduction proposed in the legal budget.

Over the past five years, our legal expenses have been reduced considerably, averaging approximately $11,000 annually. This reduction is primarily due to the 2016 rules changes which has resulted in fewer challenges and the rare need for public hearings.

Copies of estimates provided by staff are included in the agenda package.

3) Object Code 3401: The **Software Licensing** budget proposes an increase from $350 to $400. This item is necessary for the digital recording software and the annual cost increased this past year from $350 to $380. The proposed increase to $400 is intended to offset a potential increase in the 2023-24 fiscal year.

4) Object Code 4000: The **Travel** budget proposes a reduction from $4,410 to $3,000. In recent years, the number of commission meetings held has been limited to generally 3-4 per year. As a result, the amount of member travel reimbursements has also been reduced.

5) Object Code 4400: The **Rent** budget proposes an increase from $9,000 to $10,000. As we saw when the current VGMC office lease was renewed, the monthly rent has increased with inflation. I’ve attached an email from the General Manager of the Kress Building with an estimated 6% increase in monthly rent for the 2023-24 fiscal year, for a total annual rent of $9,180.
The VGMC office also utilizes off-site file storage (File Tech) which is also charged to the rent budget. Total annual costs for 2023-24 are estimated not to exceed $600.

6) Object Code 4910: The **Legal Ads** budget proposes a reduction from $3,000 to $2,000. With fewer meetings held, the need to publish meeting notices is also reduced.

In summary, while you will see budget increases proposed in some areas, the proposed reduction in others results in an overall proposed budget of $169,949, which is a net reduction of 9% from our current budget.

If you have any questions in advance of the meeting, please do not hesitate to contact me.

Thank you.

*Merry Chris*
# VGMC Budget Worksheet

<table>
<thead>
<tr>
<th></th>
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<td>$200.00</td>
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<td>5230</td>
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<td>Operating Totals</td>
<td>$99,401.00</td>
<td>$75,072.00</td>
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<td>$127,774.00</td>
<td>-11%</td>
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</tbody>
</table>

<p>| Totals      | $134,784.00      | $111,880.00 | $136,274.00 | $108,249.00 | $102,191.00 | $186,309.00 | $118,675.60 | $169,949.00 | -9%        |</p>
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<thead>
<tr>
<th>Object Code/ Description</th>
<th>Budget Amount</th>
<th>Justification</th>
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<tr>
<td>1201-Salaries</td>
<td>$30,804</td>
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<tr>
<td>2100-FICA</td>
<td>$2,367</td>
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<tr>
<td>2200-Retirement</td>
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</tr>
<tr>
<td>2301-Group Insurance</td>
<td>$5,059</td>
<td></td>
</tr>
<tr>
<td>2302-Life Insurance</td>
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<td></td>
</tr>
<tr>
<td>3203-Dental Insurance</td>
<td>$180</td>
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</tr>
<tr>
<td>3320-Comm. Fees</td>
<td>$250</td>
<td>Annual Assessment/Fees (Special District Fee payable to the State)</td>
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<tr>
<td>3400-Contract Services</td>
<td>$105,000</td>
<td>$25,000 – Legal Staff $80,000 – Planning Staff ($65,000-SME; $15,000-VHB)</td>
</tr>
<tr>
<td>3401-Software Licensing</td>
<td>$400</td>
<td>Annual DCR Software Assurance</td>
</tr>
<tr>
<td>3710-Computer Replacement</td>
<td>$816</td>
<td>Desktop and laptop computer replacement program -- this amount is established by the County</td>
</tr>
<tr>
<td>3810-Training &amp; Education</td>
<td>$200</td>
<td>Fees for administrative staff to attend education/training class relating to records management</td>
</tr>
<tr>
<td>3820-Registration Fees</td>
<td>$250</td>
<td>Fees for Chair or other designated member to attend VCARD or sponsored events</td>
</tr>
<tr>
<td>4000-Travel</td>
<td>$3,000</td>
<td>Member travel reimbursements – Calculated at 21 members, 6 meetings per year at a rate of $35/meeting</td>
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<tr>
<td>4100-Communications</td>
<td>$600</td>
<td>Office Internet Connection -- $50/month</td>
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<tr>
<td>4211-Postage</td>
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<td>Postage Costs for VGMC mailings</td>
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<tr>
<td>4250-Mileage</td>
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<td>Mileage expense reimbursement for travel related to VGMC activities</td>
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<tr>
<td>4400-Rent</td>
<td>$10,000</td>
<td>- Annual rent for VGMC office space - Rental expense for offsite storage of VGMC files</td>
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<tr>
<td>4510-Liability Insurance</td>
<td>$758</td>
<td>Liability insurance charged back from the County</td>
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<tr>
<td>4701-Printing C/R</td>
<td>$200</td>
<td>Reproduction of VGMC materials (outside)</td>
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<tr>
<td>4711-Xerox – C/R</td>
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<td>Use of County copier</td>
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<tr>
<td>4910-Legal Ads</td>
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<td>Advertising hearings, meetings, etc.</td>
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<td>Projected cost for VGMC office supplies</td>
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<td>5102-Office Equipment</td>
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<td>Budgeting for purchase of small office equipment</td>
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<td>5230-Food &amp; Dietary</td>
<td>$500</td>
<td>To cover miscellaneous items such as meeting refreshments</td>
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Volusia Growth Management Commission

FY 2023-24 Annual Budget Request

Key Objectives:

Review the Comprehensive Plans and any plan amendments thereto for each governmental entity in Volusia County to insure intergovernmental coordination and cooperation.

Performance Measures:

<table>
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<tr>
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<th>FY 2019-20</th>
<th>FY 2020-21</th>
<th>FY 2021-22</th>
<th>FY 2022-23 (est.)</th>
<th>2022-23 YTD (1/17/23)</th>
<th>FY 2023-24 (est.)</th>
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<td>78</td>
<td>84</td>
<td>90</td>
<td>21</td>
<td>90</td>
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<td>Reviewed</td>
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</tr>
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</table>

Mission Statement:

To provide an effective means for coordinating the plans of municipalities and the County, in order to provide a forum for units of local government in Volusia County to coordinate decision making related to land use, the environment and public services for the citizens of Volusia County.

Budget Request Overview:

The number of new applications received and reviewed by the VGMC remain high and it is anticipated this will continue. The requested VGMC budget represents anticipated expenses to be incurred by the VGMC to carry out the duties of the commission under the present rules and regulations.
Program Book Information:

The Volusia Growth Management Commission (VGMC) is established by Section 202.3 of the Volusia County Code and is comprised of 21 voting and two non-voting members. The voting members include one representative appointed by each of the 16 municipalities in Volusia County, and five members appointed by the County Council to represent the unincorporated area of Volusia County. The two non-voting members represent the Volusia County School Board and the St. Johns Water Management District.

The VGMC’s primary duty and responsibility is to review the comprehensive plans and any plan amendments thereto for each governmental entity in Volusia County to determine the extent to which it is consistent with the comprehensive plans of adjacent and/or affected jurisdictions, and to insure intergovernmental coordination and cooperation. The Commission utilizes contract legal and planning services, and also has one permanent staff member.
December 7, 2022

Sid Vihlen, Jr., Chair  
Volusia Growth Management Commission  
140 S. Beach Street, Suite 305  
Daytona Beach, FL  32114

Re: Legal Representation and Budget Estimate for Fiscal Year 2023/2024  
GR Client-Matter No. 40080-1

Dear Mr. Vihlen:

This letter is sent in response to the Volusia Growth Management Commission’s budget estimate for the fiscal year 2023/2024 for our firm’s continued legal representation of the Volusia Growth Management Commission (“Commission”). I understand that this budget estimate will be reviewed by the Budget Committee in sometime in early 2023.

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

As general counsel to the Commission, our duties will include:

   (i) Attendance at all meetings of the full Commission as directed by the Commission Chair and provide oral or written reports on legal activities;

   (ii) Analyze and comment on applications to the Commission for consistency certification when a request for comment is received from planning staff;

   (iii) Prepare draft resolutions regarding consistency certification applications for consideration by the Commission;
GrayRobinson will begin performance of the above services on the date written authorization to proceed is received. The duration of this continuing services Agreement shall be one (1) year. The Commission shall have the option of extending this Agreement for two additional one (1) year terms; however, this Agreement will revert to a month-to-month contract under the current terms until such time as a new Agreement is reached.

In the event GrayRobinson elects to withdraw from representation, or if the Commission, by a weighted majority vote of the Commission, elects to terminate the services of GrayRobinson, a minimum of 90 days written notice will be provided to the affected party.

GrayRobinson strives to maintain the highest ethical standards. GrayRobinson is governed by the Florida Bar’s Rules of Professional Conduct, including but not limited to, Rule 4-1.7, Conflict of Interest, Current Clients, and Rule 4-1.9, Conflict of Interest, Former Client, and represents that GrayRobinson will at all times perform any and all services under this Agreement in compliance with the Rules of Professional Conduct.

GrayRobinson agrees that, if changes, including additions, to the facts disclosed by it prior to execution of this Agreement, occur during performance of this Agreement, it shall make an immediate and full disclosure of such changes in writing to the Commission. GrayRobinson shall not undertake any representation of other clients which may result in a conflict of interest, without first obtaining written informed consent from each affected client(s), including the Commission, prior to commencement of such representation consistent with Rule of Professional Conduct 4-1.7(b).

I am submitting the following arrangements with our firm regarding fees and costs:
1. Our fees will be based on an hourly rate of $250.00 for attorneys and $130.00 for paralegals. As you are aware, this hourly attorney and paralegal rate is considerably below the hourly rates normally charged our clients. I will be primarily responsible for your work, and will be assisted by other legal staff as necessary.

2. Our statement for fees and costs will be submitted on a monthly basis and are normally to be paid within thirty days of receipt of the statement. Enclosed, please find a copy of our firm’s “Additional Understanding Regarding Representation”. All conditions in that document are incorporated by reference as a part of this letter. Also enclosed is a copy of our current cost recovery rates/charges. Mileage will be computed at 44.5 cents per mile for all travel related to the Commission per Section 112.061(7)(d)1, Florida Statutes.

We estimate our fees will be approximately $25,000.00 for the Commission’s 2023/2024 fiscal year.

If the foregoing meets with the approval of you and the Commission, please have the Commission’s authorized representative execute this letter agreement in the space provided, and return it to me. Your acceptance of our representation will include our agreement regarding fees and costs.

Our firm looks forward to continuing to work with you and all the Commissioners in the future. If you have any questions regarding this representation letter or any other matter, do not hesitate to call me.

Sincerely,

GrayRobinson, P.A.

Heather M. Ramos

HMR/jg

Enclosures
ACCEPTED BY:

VOLUSIA GROWTH MANAGEMENT COMMISSION

Signature

Print Name and Title

Date:
Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of $1\frac{1}{2}$% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm’s retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.
In representing the Volusia Growth Management Commission, our firm could be deemed to be “acting on behalf” of the Commission as contemplated under section 119.0701 of the Florida Statutes. In an abundance of caution, we have always compiled in such representations with the letter and spirit of Florida’s Public Records Act, Chapter 119 of the Florida Statutes including specifically subsection 119.0701(2), which requires the firm to:

a. Keep and maintain public records required by the Commission to perform the services under this Agreement.

b. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the firm does not transfer the records to the Commission.

d. Upon completion of the Agreement, transfer, at no cost, to the Commission all public records in our possession or keep and maintain public records required by the Commission to perform the services under this Agreement. If the firm transfers all public records to the Commission upon the expiration or termination of this Agreement, the firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the firm keeps and maintains public records upon the expiration or termination of this Agreement, the firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

IF GRAYROBINSON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRAYROBINSON’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO GRAYROBINSON’S LEGAL REPRESENTATION OF THE VGMC, GRAYROBINSON SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT VGMC@VOLUSIA.ORG (386) 947-1875, VOLUSIA GROWTH MANAGEMENT COMMISSION, 140 S. BEACH STREET, #305, DAYTONA BEACH, FL 32114.
CLIENT CHARGES

Reproduction Costs (copier) – $.20 per copy (Black & White)
– $.60 per Copy (Color)

Express Mail (Federal Express) – Fed Ex discounted charges.

Express Mail (UPS) – Actual UPS Charges.

Computerized Research (Lexis/Westlaw) – Actual charges.

Courier Service – Actual charges.

Postage and Handling – Actual postage.

Long Distance Calls – Actual charges.
December 16, 2022

Merry Chris Smith
Operations Manager
Volusia Growth Management Commission
140 S. Beach Street, #305
Daytona Beach, FL 32114

Reference: Volusia Growth Management Commission 2023-2024 Budget
           Project No. 20140535

Dear Ms. Smith:

S&ME is pleased to present our estimated budget for fiscal year 2023-2024. After discussions with VGMC staff, review of previous years budgets versus actual expenses, continued increase in economic growth and development activities in Volusia County, S&ME has prepared an estimated budget of $65,000.00 for fiscal year 2023-2024. We understand that the actual expenses are based upon the number and complexity of the amendments to be reviewed in 2023-2024. We hope that this estimated budget will be helpful to you in budgeting for the next fiscal year.

If you should have any questions regarding the projected budget, please feel free to contact me at (407) 652-0117 or at cdougherty@smeinc.com. We look forward to assisting the Commission with next year's upcoming endeavors.

Sincerely,

S&ME, Inc.

[Signature]

Chris R. Dougherty, AICP
VGMC Planner
Good morning, Merry Chris,

Although I would be predicting inflation rates to know what the adjustment would be in ten months, looking over the 2022 rates, I feel we could comfortably say the increase would be no more than 6% or $765/month. Similar to the 2022 lease, this is based on offering you a lease discounted from actual inflation current rates. There are no plans to change the internet fee of $50.

Please reach out if you have any questions.

Regards,

Fred

Fred E. Cleveland  
General Manager  
The Kress Building  
140 S. Beach Street  Suite 310  
Daytona Beach, FL  32114  
(386) 290-0411 Direct  
(386) 506-8860 Office

On Dec 1, 2022, at 9:56 AM, VGMC <VGMC@volusia.org> wrote:

Good morning Fred,

The 2023-24 budget process begins very early for the VGMC with the initial review of the proposed budget by the commission to be scheduled at the first meeting in 2023. In preparation of that, can you please advise what you propose the monthly rent and internet fee for the VGMC office lease will be beginning October 1, 2023 thru September 30, 2024. Please provide this information no later than Friday, December 30, 2022 so that we have ample time to include it in the agenda materials for the first 2023 commission meeting.
If you have any questions, please do not hesitate to contact me.

Thank you,

Merry Chris

Merry C. Smith, Operations Manager
Volusia Growth Management Commission (VGMC)
140 S. Beach Street, Suite #305
Daytona Beach, FL 32114

386.947.1875
RESOLUTION 2023-01

A RESOLUTION OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION; SUPERSEEDING SECTION 2 OF RESOLUTION 2022-01; MODIFYING AND APPORTIONING THE VOTING WEIGHT OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION; PROVIDING FOR RATIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VOLUSIA GROWTH MANAGEMENT COMMISSION:

SECTION 1. FINDINGS. The Volusia Growth Management Commission makes the following findings:

(1) Section 202.3 of the Volusia County Home Rule Charter establishes a Growth Management Commission and provides for representation on the basis of population.

(2) Section 202.3 of the Volusia County Charter provides that each voting member of the Growth Management Commission shall have a weighted vote based upon the percentage of population that each municipality and the unincorporated area bears to the total population of the entire County, and that the Growth Management Commission shall determine annually the weighted vote.

(3) Section 202.3 of the Volusia County Charter delegates to the Growth Management Commission the method to determine the population amounts, and the Growth Management Commission hereby finds that most recent annual estimate of population amounts available from the Bureau of Economic and Business Research of the University of Florida (“BEBR”) as of April 1, 2022, is a proper method for determining the population of each municipality and the unincorporated area.

SECTION 2. MODIFICATION AND RE-ESTABLISHMENT OF WEIGHTED VOTES. Based upon the most recent population numbers provided by BEBR, and in accordance with Section 202.3 of the Volusia County Charter, each municipality and the unincorporated area shall have a vote weighted according to the percentages set out below:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Population</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytona Beach</td>
<td>77,633</td>
<td>13.60</td>
</tr>
<tr>
<td>Daytona Beach Shores</td>
<td>5,279</td>
<td>0.92</td>
</tr>
<tr>
<td>DeBary</td>
<td>23,336</td>
<td>4.07</td>
</tr>
<tr>
<td>DeLand</td>
<td>39,282</td>
<td>6.85</td>
</tr>
<tr>
<td>Deltona</td>
<td>95,918</td>
<td>16.74</td>
</tr>
<tr>
<td>Edgewater</td>
<td>23,855</td>
<td>4.20</td>
</tr>
<tr>
<td>Holly Hill</td>
<td>12,983</td>
<td>2.26</td>
</tr>
<tr>
<td></td>
<td>Population</td>
<td>Percentage</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Lake Helen</td>
<td>2,974</td>
<td>0.51</td>
</tr>
<tr>
<td>New Smyrna Beach</td>
<td>31,380</td>
<td>5.47</td>
</tr>
<tr>
<td>Oak Hill</td>
<td>2,036</td>
<td>0.35</td>
</tr>
<tr>
<td>Orange City</td>
<td>13,898</td>
<td>2.42</td>
</tr>
<tr>
<td>Ormond Beach</td>
<td>44,677</td>
<td>7.80</td>
</tr>
<tr>
<td>Pierson</td>
<td>1,564</td>
<td>0.27</td>
</tr>
<tr>
<td>Ponce Inlet</td>
<td>3,391</td>
<td>0.59</td>
</tr>
<tr>
<td>Port Orange</td>
<td>64,230</td>
<td>11.21</td>
</tr>
<tr>
<td>South Daytona</td>
<td>13,362</td>
<td>2.33</td>
</tr>
<tr>
<td>Unincorporated Area*</td>
<td>116,945</td>
<td>20.41</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>572,743</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

* There are five (5) unincorporated Volusia County representatives. Each representative is a voting member and is accorded one-fifth (1/5) proportionate percentage equaling 4.082% per representative.

**SECTION 3.** **RESOLUTION NO. 2022-01 SUPERSEDED; PAST ACTS OF VOLUSIA GROWTH MANAGEMENT COMMISSION RATIFIED.** Section 2 of Resolution No. 2022-01 is hereby declared superseded and replaced by the weighted votes set forth in Section 2 of this Resolution. To avoid any possible confusion, the Volusia Growth Management Commission hereby declares all its past resolutions setting weighted votes ratified and confirmed except to the extent inconsistent with Section 2 of this Resolution. Notwithstanding anything to the contrary contained in prior resolutions setting weighted votes, the weighted votes set forth in Section 2 of this Resolution shall control unless and until superseded by future such resolutions as contemplated by the Volusia County Charter.

[SPACE INTENTIONALLY LEFT BLANK]
SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

RESOLVED this 22nd day of February 2023.

VOLUSIA GROWTH MANAGEMENT COMMISSION

By: ____________________________
    Sid Vihlen, Jr., Chairman

ATTEST:

______________________________
Christy Gillis, Secretary

APPROVED AS TO FORM, CONTENT AND LEGALITY FOR USE AND RELIANCE OF THE VOLUSIA GROWTH MANAGEMENT COMMISSION ONLY.

______________________________
GrayRobinson, P.A.
General Counsel to the Volusia Growth Management Commission

Dated: __________________________

FILED WITH THE SECRETARY THIS 22nd DAY OF FEBRUARY, 2023.
TO: VGMC Members & Staff  
FROM: Merry Chris Smith, Operations Manager   
DATE: February 8, 2023  
RE: Ratification of Assignment of 2022-23 Planning Contract from S&ME Inc. to Inspire Placemaking Collective, Inc.

Attached please find the fully executed assignment of the 2022-23 Planning Contract from S&ME, Inc. to Inspire Placemaking Collective, Inc.

As reported on January 8, 2023, the entire S&ME planning team responsible for reviewing amendments for the VGMC are now with Inspire, including Project Manager Chris Dougherty. As you will see from the agreement attached, the terms and conditions of the contract approved by the VGMC on October 12, 2022 remain exactly the same. Chairman Vihlen executed the consent on January 12, 2023, and this item is being presented to the full commission for ratification.

If you have any questions in advance of the meeting, please let me know.

Thank you and I look forward to seeing you on the 22nd.

Merry Chris
From: Merry K. Smith
Sent: Sunday, January 8, 2023 1:45 PM
To: Christy.Gillis@yahoo.com; gutierrezd@codb.us; jongreene@allvolusiarealty.com; kv_greene@hotmail.com; LarrySafer56Gmail.com; loretta.arthur@gmail.com; pfmventure@aol.com; pmaroney@rootorg.com; rstorke@cfl.rr.com; sandygallagher13@hotmail.com; sbdoster@volusia.k12.fl.us; sfitzgib@sjrwm.com; Sidvihlenjunior@aol.com; tlpope=newsmyrnahousing.com; VikingJJ@aol.com; Debbie Connors (Debecon55@gmail.com)
Cc: heather.ramos@gray-robinson.com; Chris Dougherty; VGMC; ehughes@vhb.com
Subject: S&ME - VGMC Planning Consultant

To all:

Please be advised that on December 31, 2022, Inspire Placemaking Collective acquired S&ME’s Placemaking group, who as you know provide planning services to the VGMC. The entire S&ME planning team responsible for reviewing amendments for the VGMC are now with Inspire, including Project Manager Chris Dougherty.

From a practical perspective, this is a change in name only. The terms and conditions of our current approved contract remain exactly the same. We are working with Chris to execute the assignment of the contract from S&ME to Inspire which will likely be completed this week. As a matter of formality, we will schedule this change for ratification by the commission when we next meet.

Following is updated contact information for Chris:

Chris Dougherty, AICP
Inspire Placemaking Collective
4767 New Broad Street
Orlando, FL 32814
cdougherty@inspireplacemaking.com
(m) 352-359-0531

If you have any questions, please do not hesitate to contact me.

Thank you,

Merry Chris

Merry C. Smith, Operations Manager
Volusia Growth Management Commission (VGMC)
140 S. Beach Street, Suite #305
Daytona Beach, FL 32114

386.947.1875
EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (this “Assignment”) is made and entered into this 18 day of January, 2023, by and between S&ME, INC., a North Carolina corporation (“Assignor”), and INSPIRE PLACEMAKING COLLECTIVE, INC., a Florida corporation (“Assignee”).

RECITALS

WHEREAS, Assignor and [__VGMC__] (“Client”), are parties to that certain [Professional Services Agreement] dated [10/12/22], for the provision of Planning services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the “Agreement”), true and correct copies of which are attached hereto as Exhibit “A”;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the “Purchase Agreement”); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s rights, title and interest in and to the Agreement.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.

3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its
successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.

5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

ASSIGNOR: S&ME, INC.

By: ____________________________

Name: Matt Ryan

Title: President and CEO

ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.

By: ____________________________

Name: George Kramer

Title: President
CONSENT OF CLIENT

The undersigned, as “Client” under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by S&ME, INC. (“Assignor”) to INSPIRE PLACEMAKING COLLECTIVE, INC. (“Assignee”), pursuant to this Assignment, and further certifies:

1. The Agreement as set forth on Exhibit “A” attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.

2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.

3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

VOLUSIA GROWTH MANAGEMENT COMMISSION

By: [Signature]

Name: Sid Vihlen, Jr.

Title: Chairman

Date: 1/13/22

Exhibit “A”: Agreement
Exhibit “A”

AGREEMENT

[Attached]
June 15, 2022

Mr. Sid Vihlen, Jr.
Volusia Growth Management Commission
140 S. Beach Street
Suite #305
Daytona Beach, FL 32114

Reference: Consulting Planning Services Contract 2022-2023
S&ME Project No. 20140535

Dear Mr. Vihlen:

S&ME, Inc. (S&ME/CONSULTANT), is pleased to present this contract to provide full range comprehensive plan amendment review services to the Volusia Growth Management Commission (VGMC/CLIENT) for the 2022-2023 fiscal year. We are excited about the opportunity to continue to work in a creative and collaborative environment with the VGMC and are committed to providing the Commission with thorough reviews and attentive service.

PROJECT DESCRIPTION

S&ME understands that the VGMC is tasked by Section 202.3 of the Volusia County Charter to “determine the consistency of the municipalities’ and the county’s comprehensive plans and any amendments thereto with each other.” Section 90-37 of the Volusia County Code further defines the VGMC’s powers and duties under the Charter.

S&ME will provide to the VGMC the professional planning services necessary to meet the responsibilities defined in both the County Charter and Code of Ordinances. This includes review of comprehensive plan amendments for consistency with the comprehensive plans of adjacent local governments and all other substantially affected and aggrieved local governments, as well as a determination as to whether the proposed amendment adversely affects intergovernmental cooperation and coordination.

The scope of services provided to the Commission is more specifically described in the section below.

SCOPE OF SERVICES

Application Review

Upon receipt of an application from the VGMC Operations Manager, S&ME will review the subject comprehensive plan amendment utilizing the rules identified in Sections 90-35(d), 90-37 and 90-34.1 of the Volusia County Code. This review may include:

- Communication with the VGMC Operations Manager, VGMC Legal Counsel and VGMC Chairman.
- Verbal or written correspondence with the applicant local government, adjacent local governments, other substantially affected or aggrieved local governments, state or local regulatory agencies and interested third parties.
- Preparation of Requests for Additional Information ("RAI").
- Preparation of a Determination of Consistency memorandum to the Chairman for applications determined to be eligible for certification.
- Preparation of a staff report and presentation for applications which require a public hearing before the VGMC.
- Review of additional information as identified in Section 90-37(i) of the Volusia County Code.
- Upon prior approval from the Chairman, meet with the local governments and proponents of a comprehensive plan change to discuss and review planning issues on particular applications to the Commission; in the event there are exigent circumstances to attend such a meeting and prior approval from the Chairman is not possible, authorization to attend said meeting may be obtained from the Vice Chairman or the Secretary of the Commission.
- Attendance at VGMC regular meetings as directed by the Chairman and provide oral report on planning activities unless otherwise notified by the VGMC Operations Manager at the time of agenda distribution.
- Attend VGMC committee meetings as directed by the committee chair.
- Undertake and/or participate in special projects and prepare reports, such as, but not limited to, the revisions to the Certification Rules, as directed by the Commission.

**Other Duties**

Upon prior approval from the Chairman, Consultant may also:

- Represent the VGMC at hearings, meetings or workshops relating to comprehensive planning matters.

**DESIGNATED PROJECT MANAGER**

S&ME represents that Christopher R. Dougherty, AICP will serve as the designated project manager for the VGMC, and will be the primary point of contact and responsible for work product to the VGMC. Consultant agrees that any intended change or substitution in the designated project manager must be approved in advance by the VGMC.

**ADDITIONAL SERVICES**

S&ME can provide additional related services to above scope of services as requested by the VGMC. These may include, but are not limited to, preparing special studies; attendance at meetings or seminars not identified in the scope; or evaluating changes in legislation.

**COMPENSATION**

Consultant will perform the Scope of Services contained in this Agreement in accordance with Exhibit "A" on an hourly basis consistent with the rate schedule attached as Exhibit "B."

S&ME, Inc.
INVOICES

Invoices will be submitted to the VGMC on a monthly basis. All invoices will include a detailed description of services performed along with the corresponding date(s) the services were performed, the specific staff member who performed the services, and the number of hours billed for those services.

Again, thank you for the opportunity to submit this contract letter. We look forward to continuing our partnership in fiscal year 2022-2023. If the scope of services, fee rates and the terms of the agreement are acceptable, please sign and return a copy of this letter to our office.

Sincerely,

S&ME, Inc.

Eric Raasch, Jr., AICP
Planning Group Leader

Chris R. Dougherty, AICP
Planner/Project Manager

AGREED BY:

Sid Vihlen, Jr.
Name Chairman
Date 10/12/22

Volusia Growth Management Commission, Title

S&ME, Inc.
Exhibit A

S&ME
TERMS AND CONDITIONS

ARTICLE 1. CONSULTANT’S RESPONSIBILITIES:

1.1 Perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality of the PROJECT site. No other warranty, expressed or implied, is made.

1.2 Rely upon the accuracy and completeness of information and services furnished by CLIENT and/or the CLIENT’S consultants and contractors. The CONSULTANT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT’S consultant and contractors.

1.3 Consider all prepared documents to be confidential, and distribute copies of same only to those persons or agencies specifically designated by CLIENT or his authorized representative.

1.4 In representing the CLIENT, the CONSULTANT could be deemed to be a “contractor” under section 119.0701, Fla. Stat.

   a. In an abundance of caution, the CONSULTANT shall comply with the letter and spirit of Florida’s Public Records Act, Chapter 119, Fla. Stat., including specifically section 119.0701(2), which requires that the CONSULTANT:

      i. Keep and maintain public records required by the Commission to perform the services under this Agreement.

      ii. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

      iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Commission.

      iv. Upon completion of the Agreement, transfer, at no cost, to the Commission all public records in possession of Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.

b. If the Contractor fails to provide the public records to the Commission within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Commission may exercise any remedies at law or in equity, including,
without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COMMISSION'S CUSTODIAN OF PUBLIC RECORDS AT 386-947-1875, vgmcc@volusia.org, and 140 S. Beach Street, #305, Daytona Beach, FL 32114.

1.5 The CLIENT should be aware of the CONSULTANT'S document and file retention policy. Once a case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. The CONSULTANT retains stored and closed files for a period of ten (10) years after which time the files may be destroyed.

ARTICLE 2. CLIENT'S RESPONSIBILITIES:

2.1 Provide CONSULTANT with necessary PROJECT information in a timely manner regarding the requirements for and limitations of the PROJECT which is available to or reasonably obtainable by the CLIENT.

2.2 Furnish right-of-entry onto the PROJECT site in order for CONSULTANT to perform work associated with the PROJECT. CONSULTANT will endeavor to preserve the land but makes no guarantee to restore the site to its original condition.

2.3 Designate PROJECT representative to coordinate with the CONSULTANT.

2.4 Guarantee to CONSULTANT that he has the legal capacity to enter into this contract, and that sufficient monies are available to fund CONSULTANT'S compensation.

2.5 Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or defect in the PROJECT, including any errors or omissions in CONSULTANT'S work.

ARTICLE 3. GENERAL CONDITIONS:

3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the PROJECT.

3.2 CONSULTANT shall not be responsible for acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written or verbal recommendation issued by CONSULTANT except for specific design specifications.

3.3 This section intentionally deleted.

3.4 This Agreement may be terminated in accordance with Section 8.1. In the event of termination of this Agreement, the CLIENT shall, within thirty (30) calendar days of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to the day of termination. In the event of any termination that is not the fault of the CONSULTANT, the CLIENT shall pay the CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associates overhead costs and all other expenses directly resulting from the termination.
3.5 Neither CLIENT nor CONSULTANT may assign, transfer, or sublet any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement. Any subconsultants utilized by CONSULTANT shall be pre-authorized by CLIENT.

3.6 This section intentionally left blank.

3.7 If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of Florida. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in Florida.

3.8 The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) from and against all claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way related to the services performed under this Agreement, except to the extent such claims, damages, liabilities or costs result from CONSULTANT'S sole negligence or willful misconduct.

3.9 The CLIENT and the CONSULTANT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement, and the CONSULTANT and the CLIENT release each other from any and all such consequential damages. This mutual waiver is applicable, without limitation, to all consequential damages including but not limited to, consequential damages arising out of either party's termination in accordance with Section 3.4.

3.10 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.

3.11 The CLIENT and CONSULTANT agree that notices may be sent in writing or by electronic means as outlined in the Uniform Electronic Transaction Act and that electronic signatures are as equally binding as manual signatures.

3.12 This section intentionally deleted.

ARTICLE 4. OWNERSHIP OF DOCUMENTS:

4.1 All documents including Drawings and Specifications (whether in hard or electronic form) prepared by Consultant pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the VGMC or others on extensions of the Project or any other Project. Any reuse by the VGMC or a third person or entity authorized by the VGMC without written verification or adaptation by Consultant for the specific purpose intended will be at the VGMC's sole risk and without liability or legal exposure to the Consultant; and the VGMC, shall release, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from.

S&ME, Inc.
Any such verification or adaptation will entitle the Consultant to additional compensation at rates to be agreed upon by the Consultant and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, the VGMC recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to the VGMC for informational purposes only and not as record documents.

4.2 To the extent permitted by law, the Consultant retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized representative of the Consultant. Subject to this Exhibit A, Section 4.1, Documents and Work Product, the Consultant licenses to the VGMC the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.

ARTICLE 5. PAYMENT:

5.1 Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, CONSULTANT is entitled to recover any and all reasonable attorneys' fees related to the collection from the CLIENT. In addition, CONSULTANT reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.

5.2 This section intentionally deleted

ARTICLE 6. EXTENT OF AGREEMENT:

6.1 These terms and conditions, along with the proposal, represent the entire Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.

ARTICLE 7. TERM:

7.1 Consultant will begin performance of the above services on the date written authorization to proceed is received. The duration of this continuing services agreement shall be through September 30, 2023. The VGMC shall have the option of extending this Agreement for an additional one (1) year term, however, this Agreement will revert to a month-to-month contract under the current terms until such time as a new Agreement is reached.

S&ME, Inc.
ARTICLE 8. TERMINATION OF REPRESENTATION:

8.1 In the event Consultant elects to withdraw from representation, or if the VGMC, by a weighted majority vote of the Commission, elects to terminate the services of Consultant, a minimum of 30 days written notice will be provided to the affected party.

ARTICLE 9. CONFLICT OF INTEREST:

9.1 Consultant strives to maintain ethical standards. Consultant represents that it will not perform services that conflict with, or will otherwise impair, its ability to perform the work under this Agreement.

9.2 Consultant agrees that, if changes, including additions, to the facts disclosed by it prior to execution of this agreement, occur during performance of this Agreement, it shall make an immediate and full disclosure of such changes in writing to the Client. Such disclosure may include a description of any action which Consultant has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest.

ARTICLE 10. INSURANCE:

10.1 Consultant agrees to carry the following insurance during the term of this Agreement, and certificates of insurance shall be furnished:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$100,000 Each Accident</td>
</tr>
<tr>
<td>(including Appropriate Federal Acts)</td>
<td>$500,000 Disease Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$100,000 Each Employee/Disease</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Each Occurrence</td>
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<tr>
<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal/Advertising Injury</td>
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<tr>
<td></td>
<td>$5,000 Medical</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>$500,000 CSL</td>
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<tr>
<td>All autos-owned, hired or non-owned</td>
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</tr>
<tr>
<td>(Symbol 1 Coverage)</td>
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</tr>
<tr>
<td>Professional Liability (E &amp; O)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

S&ME, Inc.
Exhibit B

S&ME

SCHEDULE OF HOURLY RATES

2022 - 2023

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Team Rates Schedule:</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$135.00</td>
</tr>
<tr>
<td>Senior Planning Advisor</td>
<td>$155.00</td>
</tr>
<tr>
<td>Planning Director/Group Leader</td>
<td>$210.00</td>
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<tr>
<td>Economic Development/Redevelopment Planner</td>
<td>$145.00</td>
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<tr>
<td>Planner/GIS Specialist</td>
<td>$115.00</td>
</tr>
<tr>
<td>Transportation Planner</td>
<td>$115.00</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$145.00</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$145.00</td>
</tr>
<tr>
<td><strong>Additional Rates Schedule of Auxiliary Staff:</strong></td>
<td></td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$285.00</td>
</tr>
<tr>
<td>Principal/Sr. Project Manager/Project Manager/Design Manager</td>
<td>$135.00 to $285.00</td>
</tr>
<tr>
<td>Professional Engineer/Landscape Architect/Planner/Geologist</td>
<td>$90.00 to $155.00</td>
</tr>
<tr>
<td>Intern Engineer/Landscape Architect/Geologist</td>
<td>$90.00 to $120.00</td>
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<tr>
<td>CAD or GIS Technician/Environmental Specialist/</td>
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</tr>
<tr>
<td>Survey Technician/Environmental Technician</td>
<td>$65.00 to $145.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$55.00 to $115.00</td>
</tr>
</tbody>
</table>

*Schedule Effective through September 30, 2023*