



# **AGENDA**

## **CITY COUNCIL MEETING – SPECIAL SESSION**

**THURSDAY, MARCH 16, 2023 at 5:00 PM**

**Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.**

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### **I. CALL TO ORDER**

A. Invocation

B. Pledge of Allegiance

### **II. APPROVE AGENDA**

### **III. APPROVE MINUTES**

### **IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW**

### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

#### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

### **VI. OLD BUSINESS**

[A.](#) Hire Attorney for Bonifay Fire Department Bond Claim

### **VII. NEW BUSINESS**

### **VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

### **IX. ANNOUNCEMENTS**

### **X. ADJOURN**

**Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.**



**BEGGS & LANE** RLLP  
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E. DIXIE BEGGS  
1908 - 2001

BERT H. LANE  
1917 - 1981

March 15, 2023

VIA EMAIL (michelle@blankenshipjordanpa.com)

City of Bonifay, Florida  
c/o Michelle Blankenship Jordan, Esq.  
Blankenship Jordan, P.A.  
1512 Highway 90  
Chipley, FL 32428

Re: City of Bonifay, Florida vs. Holley Development Corporation  
Case No.: 2023 CA 000081  
Our File No. 23522-84196

Dear Michelle,

We write to confirm our engagement on your behalf in the above matter, and to set forth our understanding concerning the terms of our engagement.

You have employed us to represent you in a lawsuit against Holley Development Corporation regarding construction defects, negligence, injunctive relief, and unjust enrichment.

1. Initial Retainer. A retainer is not required at this time.
2. Hourly Rates. The services of Beggs & Lane, RLLP shall be charged based upon the value of time spent at the hourly rates of the various partners, associates, and paralegals who from time-to-time will be working on this matter. Joe Passeretti's hourly rate shall be \$325.00 per hour. The services of additional attorneys shall be billed at their regular hourly rate and shall be specifically identified on each monthly bill rendered to you. Paralegal time will be billed at the rate of \$105.00 per hour. The total amount of attorney's fees cannot be accurately assessed at this time, and you understand that the amount of attorney's fees will be based on the hours expended in your representation. All hourly rates are subject to annual adjustment. The firm's hourly fees are billed in tenth-hour increments with a minimum increment of one-tenth of an hour (six minutes or ".1").

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3. Interim Billings. Interim billings will be submitted to you on a monthly basis. All sums due pursuant to interim billings will be due and payable upon your receipt of the invoices for same, unless otherwise stamped on the invoice. Interest charges will be added to the account if prompt payment is not received. Failure to pay interim billings in a reasonably timely manner will permit the firm after notice to you to terminate its representation. Hourly time charges will include, but will not be limited to, court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for hearings and conferences, drafting of pleadings or instruments, and office memoranda and correspondence.

4. Out-of-Pocket Disbursements. You recognize that you will be responsible for the payment of all out-of-pocket disbursements incurred in connection with this matter, including filing fees, travel expenses, and other incidental expenses, as well as charges for the firm's computerized research (Lexis/Westlaw), long distance telephone fees, facsimile and photocopy charges, expedited mail service, and/or Federal Express charges and the like.

Additionally, we anticipate that your case may require my firm to engage the services of at least one expert. Prior to doing so, we will discuss the expert's qualifications as well as his or her hourly rate. You will be responsible for compensating the expert for the services he or she provides.

5. Final Bill. At the conclusion of the handling of this matter, we will forward to you a final bill for services rendered which will include the balance due for attorney's fees and advanced costs. As outlined above, the attorney fee charges in this matter will be based upon the value of the time spent by various attorneys and non-attorney personnel, which may include other factors in addition to a simple hourly basis calculation, such as the difficulty of the matter, time restraints placed on our personnel by the matter, etc.

6. Disclaimer of Guarantee. Although we agree to diligently and faithfully pursue the herein matter, you acknowledge that no guarantee has been made as to the time the case will take, nor with regard to the successful outcome of this matter. The fees and legal expenses incurred as a result of our representation is not contingent on the outcome and you acknowledge that fees and legal expenses must be paid as set forth herein regardless of the outcome of the representation. It is further agreed that you will cooperate fully with the attorney, and keep the attorney informed of changes of circumstances (i.e. address, telephone number, employment, and matters bearing on the case). You will execute all documents, applications and/or agreements as required, and obtain as soon as possible all documents and information that may be necessary to successfully complete the matter.

7. Recovery of attorney's fees and litigation expenses. Under Florida law a litigant typically is responsible to bear the cost of his/her own legal fees and litigation expenses. This rule may be changed by a Florida statute or by the terms of a written agreement. In your case, it appears that there is a reciprocal contractual right to recover attorney's fees should you ultimately prevail in litigation. This means that the prevailing party may be able to recover attorney's fees at the conclusion of the litigation. The determination of who is a prevailing party

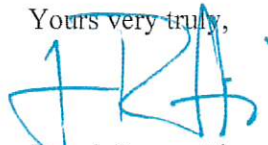
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is a decision the Court will make at the conclusion of the case and is an issue that is often litigated. In addition, the amount of fees is also litigated. Often cases settle before trial. If we are able to reach a settlement, the litigant's right to recover attorney's fees will also be negotiated and may include an agreement that neither side will pursue legal fees and expenses. Notwithstanding the right to recover attorney's fees, you will be required to advance the legal fees and litigation expenses as set out in this agreement, leaving your right to recover attorney's fees to be determined as to both the amount and entitlement until the conclusion of the litigation.

We trust that the above accurately reflects your understanding concerning the handling of this matter. If, however, you have some question or concern regarding any of the foregoing, please feel free to contact me at your earliest convenience.

We look forward to working with you in these matters and are proud to have you as a client. Thank you for selecting our firm to represent you.

Yours very truly,



Joseph Passeretti

The undersigned hereby accepts and agrees to the terms of representation by Beggs & Lane, RLLP on this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF BONIFAY, FLORIDA

By: \_\_\_\_\_

Printed Name: Michelle Blankenship Jordan

Its: In-House Counsel