

RESOLUTION NO 2024-062
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH BIRCHFIELD & HUMPHREY FOR LEGAL SERVICES RELATED TO EMINENT DOMAIN PROCEEDINGS ARISING FROM THE CITY'S ENHANCEMENT OF SALLIE MAY JERRY PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

WHEREAS, the City has need of specialized legal services in the field of eminent domain law for purposes of perfecting an eminent domain taking of properties in furtherance of the City's enhancement of Sallie May Jerry Park (the "Project"); and

WHEREAS, the law firm of Birchfield & Humphrey (the "Vendor") specializes in the field of eminent domain law, and has consented to represent the City in furtherance of the Project; and

WHEREAS, the Vendor has submitted a proposal in the form of a legal services agreement (the "Agreement") in the form attached as an exhibit hereto; and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of

Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



**BIRCHFIELD
&
HUMPHREY**

EMINENT DOMAIN & PROPERTY RIGHTS LAW FIRM

Bruce B. Humphrey
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W.O. Birchfield
1935-2016

June 7, 2024

Donnie L. Rosenthal, Interim City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

RE: Legal Representation for the Enhancement of Sallie Mae Jerry Park

Dear Mr. Rosenthal:

We thank you for the opportunity to work with the City of Lake City (the "City"), its staff, and its consultants on eminent domain matters you refer to us. We propose the following terms:

1. **Services:** Birchfield & Humphrey will provide advice and representation to the City on matters you refer. I will be in charge of these matters and will be primarily responsible for providing and supervising the legal services required. I anticipate my law partner, Lauren E. Howell, will also be involved. I will ensure that these matters are adequately staffed. We will use our best judgment to determine the amount of time, who is to perform any specific task, and the nature of the services to be performed in the City's best interest.

2. **Term:** The City may retain the services of Birchfield & Humphrey in relation to eminent domain matters regarding the City's enhancement of the Sallie May Jerry Park during the term commencing on June 1, 2024, and ending on May 31, 2026.

3. **Professional Fees:** We will charge for our services as follows:

Bruce B. Humphrey, Esq.	\$350.00 per hour
Lauren E. Howell, Esq.	\$350.00 per hour
Heather A. Upton, FRP	\$150.00 per hour

4. **Costs and Expenses:** The firm will charge for costs and expenses incurred on the City's behalf for this representation. We may advance these costs and seek reimbursement in our billings, or we may, at our discretion, request the City deposit these costs with us before the costs are incurred.

5. **Billing and Payment** We will bill the City on a monthly basis for

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professionalservices rendered and expenses incurred. The City agrees to pay the amount of each statement in full within forty-five (45) days of the billing date or explain why the City does not believe any charge is warranted.

6. **Conflicts of Interest** The City agrees that Bruce B. Humphrey and any lawyer employed by Birchfield & Humphrey will be retained in relation to the enhancement of the Sallie May Jerry Park and that their representation of the City on the following eminent domain matters related to the Sallie May Jerry Park enhancement project: properties located on NW Long Street identified as parcel number 00-00-00-11481-000 and parcel number 00-00-00-11480-000 will not create a conflict of interest between the firm, the City, and any other potentially adverse parties to the City outside of the aforementioned projects. Any additional projects that may be added to the enhancement of the Salli May Jerry Park project may be included as part of these terms and conditions by a written amendment.

If the City agrees that these terms and conditions are acceptable, please sign in the space provided at the bottom of this letter, return the original to me, and retain a copy for your records. On behalf of the Firm, I look forward to assisting the City in this matter.

Sincerely,
BIRCHFIELD & HUMPHREY


Bruce B. Humphrey, Esq.

Accepted

City of Lake City

By: Donnie L. Rosenthal
Its: Interim City Manager

Dated: _____

BBH/hau

Cc: Clay Martin, Esq.
Danielle Adams, Esq.

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