

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI
THURSDAY 7/12/2018

The Camden County Commission met with District #1 Commissioner Beverly Thomas acting as presiding commissioner, and District #2 Commissioner Don Williams, Presiding Commissioner Greg Hasty is out of office.

Meeting Agenda

Commissioner Thomas made a motion to amend today's agenda as posted as item one and two are two separate items. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes) Commissioner Williams (Yes). Session opened at 10:10 A.M.

Prior Minutes

Commissioner Williams made a motion to approve June 29, 2018 minutes and July 2, 2018 minutes. Commissioner Thomas seconded the motion. The motion passed by vote Commissioner Thomas (Yes), Commissioner Williams (Yes).

New Business

ROAD & BRIDGE BID OPENING- Only one bid received. The bid received is from Mohawk Resources Ltd., with the amount for the Tire Changer is \$5,052.63 and Tire Balancer is \$7,575.44. Road and Bridge Administrator Lee Shuman stated that he was expecting a few more, but would like time to review the information received. Commissioner Williams made a motion to table the bid for review by the Road and Bridge Administrator. Commissioner Thomas seconded the motion. The motion tabled by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

NID FUND/ SHADOW OAKS- County Treasurer Elaine Gilley stated this is for the money the collectors' office receives for Shadow Oaks. They need to set up a fund in the treasurer's office so the money they received from collector's office for Shadow Oaks can be sent to the City of Camdenton every year. Commissioner Thomas asked if they needed an ordinance or a resolution? County Treasurer

stated it would need to be a resolution. Commissioner Thomas then stated that they need to have county attorney draw up a resolution for this. No motion is made on this, as a resolution will need to be drawn by the county attorney before moving forward.

ROAD & BRIDGE UPPER PRAIRE HOLLOW RD- CREEK CROSSING- Road and Bridge Administrator Lee Shuman stated he did not have time to write up an RFQ for the engineering work. Commissioner Williams asked what all was needed to be done. Lee stated most of it is just design work and would still need to have the survey work done. Commissioner Williams made a motion to go out for RFQ for engineering and survey work on Prairie Hollow Creek Crossing. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

ROAD & BRIDGE COVE CIRCLE ASPHALT AGREEMENT- Road and Bridge Administrator Lee Shuman stated this for Asphalt agreement with Cove Circle. Cove Circle has tried to collect the rest of the money for pay for the asphalt. The price of asphalt is currently on the rise along with the price of oil, with that the remaining price of the estimate will go up. Lee stated he just needs the concept of the plan approved at this time. Commissioner Thomas stated that since all of the cost has not been collected they cannot approve the agreement at this time, but can approve the length, width, cost and time line. Commissioner Williams then made a motion approve the length, width, cost, and time line. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

ROAD & BRIDGE CART MAP BOOK- Road and Bridge Administrator Lee Shuman stated this is for the annual update to the MODOT cart map book. Most of the corrections are from MODOT drawing the line too far. Lee stated he checked the mileage and corrected it as it is stated. In addition, the roadway for the Porta Cima settlement has been updated in this book. Lee stated that there are several corrections completed in this book and are marked with the green tab. Commissioner Williams made a motion to adopt the MODOT Cart Map Book.

Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

CAMELOT SEWER DISTRICT- Commissioner Thomas stated that when they were laying the lines they had the lines on private property instead of within the easement that was allowed. Now they are going back after the fact and readjusting on those same people within the easement shifting 5 feet in one direction, in exchange for 5 feet in another direction on same easement. Commissioner Williams made a motion to approve the resolution; of Be it resolved that in exchange for Camden County Missouri receiving a 10 foot easement for a sewer line on the northeast side of Lot 48, and release a quick claim 5 feet of a 15 foot sewer easement along the southwest easement of Lot 48. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

WILLIAMS CONTRACT- Commissioner Thomas stated this is for the Amazon contract with Williams Law Firm. Commissioner Williams made a motion to approve the extension of the Amazon contract with Williams Law Firm. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**WILLIAMS LAW FIRM
16533 N. Highway 5
SUNRISE BEACH, MO 65079
573-374-6300**

DATE: July 2, 2018

LAWYER-CLIENT HOURLY FEE AGREEMENT

Williams Law Firm ("Lawyer"), will provide legal services to Camden County, Missouri, ("Client") on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Lawyer to provide general counsel legal services on behalf of Camden County on an hourly basis. Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Lawyer will represent Client through trial and post-trial motions and on appeal or in execution proceedings after judgment. This agreement is intended to cover all legal services requested by Camden County which are not the subject of a separate written agreement.

3. CLIENT. The lawyer is representing Camden County acting by and through the Camden County Commission only under this agreement. It is understood by Client that lawyer's duty is to act in the best interest of the Client and lawyer cannot share information about Client's case with anyone other than the Camden County Commissioners without express permission from the Camden County Commissioners.

4. RESPONSIBILITIES OF THE PARTIES. Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and detrimentally affect the outcome of the case.

5. DEPOSIT. No advance deposit for fees is required under this agreement.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Current hourly rates for legal personnel are as follows:

Gregory D. Williams	\$300/hour	Time is charged in units of 1/10 of an hour.
Zane G. Williams	\$250/hour	Telephone calls min. 3/10 hour
Andrew J. Rehmer	\$200/hour	Court Appearances min. 2 hours
Other Attorneys	\$150-200/hour	Letters min. 5/10 hour
Paralegals	\$60-90/hour	E-Mails min. 2/10 hour
Law clerks	\$100/hour	Text Messaging 1/10 hour

The time charged will/may include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The

legal personnel assigned to Client's matter will/may confer among themselves about the matter, as required and appropriate. When they do confer, each person will/may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will/may charge for the time spent. Lawyer will/may charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Lawyer reserves the right to adjust these rates as part of Lawyer's ordinary course of business, but any such adjustment will be applied only if it is applicable to all of Lawyer's clients.

7. COSTS AND OTHER CHARGES

(a) In General. Lawyer will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's cost.

In-office photocopying	.35/page
Facsimile charges	.25/page
Mileage	.50/mile
On-Line Legal Research	Actual or Estimated Costs Incurred
Investigative Work	Actual Costs Incurred
Other:	

(b) Out of Town Travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Lawyer will consult with client on the selection of any expert witnesses, consultants, etc., reasonably necessary in Lawyer's judgment unless one or both of the clauses below are initialed by Lawyer:

Lawyer shall obtain Client's consent before incurring any costs in excess of \$500.00

Lawyer shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Lawyer will send Client monthly statements for fees and costs incurred. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges Client may notify Lawyer within ten (10) days. If any statement carries a balance due, it shall be paid in full on or before the tenth of the month

Camden County does hereby consent to Lawyer continuing such representation and does hereby waive any conflict of interest that might arise therefrom.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Camden County, Missouri

Gregory W. Hasty
Presiding Commissioner

Beverly Thomas
Beverly Thomas
Eastern District Commissioner

Donald Williams
Donald Williams
Western District Commissioner

WILLIAMS LAW FIRM

By:

Gregory D. Williams

Gregory D. Williams
Attorney

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Session closed at 10:54 A.M.

Ordered that the Commission adjourn until Tuesday July 17, 2018

Greg Hasty, Presiding Commissioner

Melissa Peters Benefits Coordinator