

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI**  
**THURSDAY 8/16/2018**

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Beverly Thomas, and District #2 Commissioner Don Williams.

**Meeting Agenda**

Commissioner Thomas made a motion to approve today's agenda as posted. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes) Commissioner Williams (Yes). Session opened at 10:02 A.M.

**Prior Minutes**

Commissioner Williams made a motion to approve August 15, 2018 minute. Commissioner Thomas seconded the motion. The motion passed by vote Commissioner Thomas (Yes), Commissioner Williams (Yes).

**New Business**

**18-253 Schaffer/Egolf, Jeremy & Rebecca-Rezone R-1 to R-3-** Planning and Zoning Administrator started the meeting with announcing the rules and procedures. Commissioner Hasty asked if the applicant is present. Maggie Schaffer stated her name for the record and stated the family has always assumed that it was zoned R-3 as the old resort. She then stated that she called and asked the planning and zoning office what the property was zoned to she was shocked to find out that it was R-1. Commissioner Thomas asked why an R-2 would not be suitable? She stated that she would just like the property back to what it would have been back in 2004; she believes that it just was missed as the property sits back in the woods. Commissioner Hasty asked if anyone else to speak on behalf of the applicant. None present. Commissioner Hasty then asked if anyone in opposition is present for this rezone. Two people spoke in opposition. First was concerned for the traffic on the road. Second person was concerned that the

proposed zoning is not a good fit. Commissioner Hasty then asked for discussion. Commissioner Hasty stated that an R-3 is too dense for that close to the road. Commissioner Thomas stated that she other stuff around it and believes an R-2 would be better fit as an R-3 would be a little over built. Commissioner Thomas made a motion to uphold the decision for denial by the planning and zoning commission. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**18-288 Wackerman/Caledonia Rezone B-2 to R-1-** Planning and Zoning administrator presented the case and stated the vote was 8 out of 8 for approval. Commissioner Hasty asked if the petitioner is present. No applicant present. Commissioner Hasty then asked if anyone in opposition is present. None present. Commissioner Hasty then asked for discussion. Commissioner Thomas and Commissioner Williams have no problems or questions for this property. Commissioner Thomas state that downsizing to an R-1 is a simple process. Commissioner Thomas then made a motion to approve the rezone of B-2 to R-1. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).

**18-289 Wackerman/Caledonia Rezone A-1 to R-1-** Planning and Zoning administrator presented the case and stated the vote was 8 out of 8 for approval. She stated this is adjacent to the previous property in discussion. Commissioner Hasty asked if the petitioner is present. No applicant present. Commissioner Hasty then asked if anyone in opposition is present. None present. Commissioner Hasty then asked for discussion. Commissioner Thomas and Commissioner Williams have no problems or questions for this property. Commissioner Williams made a motion to approve the rezone of A-1 to R-1. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**18-294 Private Quarters/Porta Cima POA Rezone R-1 to R-2-** Planning and Zoning administrator presented the case and stated the vote was 8 out of 8 for approval. Commissioner Hasty asked if the petitioner is present. Mike Riley the applicant was present. Commissioner Hasty then asked if anyone in opposition is present.

None present. Commissioner Hasty then asked for discussion. Commissioner Thomas stated it was truly just zoned inappropriately. Commissioner Williams made a motion to approve the rezone. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**18-301 Lardizabal, Rebekah- Rezone B-2 to R-1-** Planning and Zoning administrator presented the case and stated the vote was 8 out of 8 for approval. Commissioner Hasty asked if the petitioner is present. Rebekah and Gunther Lardizabal are present. She stated she would like the property rezoned to build a house next to her mom. Commissioner Hasty then asked if anyone in opposition is present. None present. Commissioner Hasty then asked for discussion. Commissioner Thomas and Commissioner Williams have no problems or questions for this property. Commissioner Thomas made a motion to uphold the ruling of the planning and zoning commission for approval. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**18-302 Gardner, Vicki- Rezone B-2 to R-1-** Planning and Zoning administrator presented the case and stated the vote was 8 out of 8 for approval. This is the adjoining lot to the previous case listed. Commissioner Hasty asked if the petitioner is present. Vicki Gardner the applicant was present. Commissioner Hasty then asked if anyone in opposition is present. None present. Commissioner Hasty then asked for discussion. Commissioner Thomas and Commissioner Williams have no problems or questions for this property. Commissioner Thomas made a motion to uphold the ruling of the planning and zoning commission for approval. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**Assessor- Bid Opening-** Only one bid is received from Edward J. Rice. Commissioner Thomas made a motion to table the bid for review by the county assessor. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**Tax Abatements-** Commissioner Thomas made a motion to approve the following tax abatement as presented. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes) and Commissioner Thomas (Yes). Copy of abatements can be furnished upon request.

The following abatements have been approved:

Samuel & Sharon Georgopoulos – 2017 P.P. 55867- No 52- \$182.48. Please refund and deduct from next month's settlement.

John Qualy – 2017 R.E. 08-2.0-03.0-00.0-005-003.000- No 51- \$117.36. Please refund and deduct from next month's settlement.

**Chet-Update-** Commissioner Hasty stated this is for the contract to have Pleban/Petruska be our attorney for the opiate multi district litigation. Commissioner Thomas stated that she wanted to make sure that with this contract, with the stated law firm, the county would not be out any more money regardless of the outcome. Commissioner Thomas received confirmation from the attorney from the law firm that the county would not be financially responsible for this case. Commissioner Williams made a motion to approve the contract with Pleban/Petruska. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**Beverly Thomas**

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**From:** J.C. Pleban <JC@plebanlaw.com>  
**Sent:** Monday, August 06, 2018 2:16 PM  
**To:** Greg Hasty; Beverly Thomas; Don Williams  
**Cc:** C. John Pleban  
**Subject:** Opiate Litigation  
**Attachments:** Camden County - In Re National Prescription Opiate Litigation Contract.pdf

All: Here is the contract for the opiate multi district litigation. We have joined up with another St. Louis firm who is also handling these cases. This will not cost Camden County any additional money. We also reduced our typical percentage. If you have any questions, please let me know. If not, please sign and return a copy. We look forward to working with you all on this case.

Thanks,

J.C. Pleban | 

**Beverly Thomas**

**From:** J.C. Pleban <JC@plebanlaw.com>  
**Sent:** Tuesday, August 14, 2018 2:59 PM  
**To:** Beverly Thomas  
**Subject:** RE: Opiate Litigation

You will not. We only collect attorneys' fees if the case is successful (a percentage) of the total.

Thanks,

J.C. Pleban | 



**CONTINGENCY FEE CONTRACT**

Camden County, hereinafter referred to as "client", hereby employ **Pleban & Petruska Law, LLC** and **Neimeyer Grebel and Kruse, LLC** ("Firms"), as my attorneys to represent me in filing including but not limited to filing legal actions, of client either individually or as representative of a class of similarly situated persons, in claims against any manufacturer, distributor, dispenser or provider of opioid or other addictive drugs, or an entity involved in the diversion or chain of distribution of opioid or other addictive drugs, including In Re: National Prescription Opiate Litigation, Case No. 1:17 MD 2804, pending in Ohio.

For professional services client agrees to pay to **Firms** 25% of all amounts collected before or after suit is filed, and 35% of all amounts collected after any party files a notice of appeal or after any party initiates an interlocutory appeal, or after any party files a petition seeking the issuance of an extraordinary writ whichever should occur earlier.

**Firms** shall have no obligation to file a lawsuit until and unless client and **Firms** mutually agree that a lawsuit should be filed. Should the client and **Firms** disagree regarding whether a lawsuit should be filed, **Firms** shall be entitled to 25% of any settlement offer then available or quantum meruit, whichever is greater, for its professional services provided plus reimbursement of all expenses incurred. **Pleban & Petruska Law LLC** shall have no obligation to file a notice of appeal until and unless client and **Firms** mutually agree that a notice of appeal should be filed.

Should the client and **Firms** disagree regarding whether a notice of appeal should be filed, **Firms** shall be entitled to 35% of any judgment entered, settlement offer then available, or quantum meruit, whichever is greater, for its professional services provided plus reimbursement of all expenses incurred. Client acknowledges and agrees that the decision whether to file a lawsuit cannot be made at this time and that the decision whether to file a notice of appeal cannot be made until after entry of judgment.

Contingency attorneys' fees shall be calculated on the basis of the gross amount recovered from whatever source without reduction for any litigation expenses (if any are advanced by Firms). Client shall be responsible for all litigation expenses, which include, but are not limited to, filing fees, court reporter fees, service fees, expert witness fees and expenses, consultant fees and expenses, copy costs, long distance telephone costs, fax, computer research charges, travel costs, and costs for medical records, as they come due. Client understands that it remains responsible for all litigation expenses incurred regardless of the outcome of the representation. Client agrees to pay all such litigation expenses incurred within thirty (30) days of my receipt of an itemized written request. Client understands and agrees that **Firms** will impose interest at the legal rate of 1.5% per month on all litigation expenses that are not paid/reimbursed within thirty (30) days of my receipt of a written request. Client further understands and agrees that failure to pay/reimburse litigation expenses in a timely manner constitutes good and sufficient cause for **Firms** to withdraw from this representation regardless whether any interest charges have been imposed. Should **Firms** withdraw from representation for reasons that include my failure to pay litigation expenses

in a timely manner, **Firms** shall be entitled to compensation for the value of the legal services provided up to the date of withdrawal.

Client will repay to **Firms**, within thirty (30) days after the conclusion of the representation, any other litigation expenses incurred on my behalf including, but not limited to all sums borrowed from a bank or other lender together with all interest charged. If repayment in full of all litigation expenses incurred on my behalf is not made within thirty (30) days after the conclusion of this representation, I agree and acknowledge that I will be responsible for all court costs, expenses, and reasonable attorneys' fees incurred by **Firms** in pursuing recovery/repayment of any/all unpaid litigation expenses together with all interest charges that are not timely repaid.

Client hereby agree to retrieve my file, and all of the contents of my file, at mutual convenient date and time, within sixty (60) days of the conclusion of this representation. Should Client not retrieve my file and all of its contents within that period, Client hereby authorizes **Firm** to dispose of my file and all of its contents in whatever manner they deem appropriate without need for any additional notice or approval.

Should there be any dispute concerning this Contingency Fee Contract, any term or provision of this Contingency Fee Contract, or the professional services provided by **Firms** to the client, to include, but not be limited to, any action to recover legal fees and/or expenses owed, regardless of the court or other forum in which any such dispute is raised, pursued, or litigated, **Firms**, if it is the prevailing party, shall be entitled to recover from, and shall be entitled to a award and/or judgment in its favor and against client, for its reasonable attorneys' fees, litigation expenses, expert witness fees incurred. The sole and exclusive venue for any proceeding concerning any such dispute, to include, but not be limited to, any litigation, mediation, arbitration to recover legal fees and/or expenses owed, shall be in St. Louis County, Missouri unless the client and **Firms** expressly agree to another venue in writing.

Camden County  Date 8-16-2018

By Greg Healy, President, Summit Oaks

Accepted in St. Louis County, Missouri by **Firms**:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pleban & Petruska Law, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neimeyer Grebel and Kruse, LLC

**Adjourn:** With no further official business on the agenda: Commissioner Thomas made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Session closed at 11:00 A.M.

Ordered that the Commission adjourn until Thursday August 23, 2018

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*