

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI  
THURSDAY, JANUARY 12<sup>TH</sup>, 2012, 4<sup>TH</sup> DAY OF JANUARY TERM**

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The Camden County Commission met with Presiding Commissioner Kris Franken and District #2 Thom Gumm.

Commissioner Thomas was absent for the meeting but present in the afternoon.

**MEETING AGENDA**

Commissioner Gumm made a motion to accept today’s agenda as posted. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Franken (Yes), Commissioner Gumm (Yes).

**PRIOR MINUTES**

Commissioner Gumm made a motion to accept Commissioner minutes dated January 11, 2012. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Franken (Yes), Commissioner Gumm (Yes).

**NEW BUSINESS**

**AGREEMENT: VILLAGE OF FOUR SEASONS – LAW ENFORCEMENT**

Commissioner Gumm made a motion to enter into an agreement with the Village of Four Seasons to grant the Camden County Sheriff’s Department the authority to enforce the Municipal Ordinances of the Village, providing law enforcement assistance to the Village. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Franken (Yes), Commissioner Gumm (Yes).

**CONTRACT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI  
AND THE CAMDEN COUNTY, MISSOURI SHERIFF’S OFFICE**

THIS AGREEMENT made on this 4 day of January, 2012 between the Village of Four Seasons, Missouri, hereafter referred to as “The Village” and the Camden County, Missouri Sheriff’s Office, hereinafter referred to as “The Sheriff” and the Camden County Commission, hereinafter referred to as “The Commission”,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 57, RSMo, and particularly but not limited to Section 57.101, RSMo., it is the joint desire of the Village, the Sheriff, and the Commission, being the governing bodies thereof, to enter into an agreement granting the Sheriff and all duly commissioned deputies of the Sheriff, the authority to enforce the Municipal Ordinances of the Village of Four Seasons, Missouri.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**

1. The Village does herewith grant to the Sheriff and all duly appointed and commissioned deputies thereof, the right, authority and power to enforce any and all duly passed ordinances of the Village; such authority to include the power of arrest for the violation thereof and;
2. The Village shall provide a courtroom, municipal judge, and court clerk for the Village and shall cover the actual costs for maintaining the courtroom, costs of the municipal judge and court clerk.
3. The Sheriff shall provide police protection and ordinance enforcement for the residents, homes and other establishments in the Village including but not limited to, answering calls for protective service, follow-up investigations on ordinance violations, and traffic enforcement using regular and reserve deputies. The Sheriff shall furnish all necessary supervision, equipment, communication, vehicles, and supplies necessary to provide services and protection contemplated under the terms of this Agreement. The Village shall supply, at no cost, the space and utilities in the Village Hall known as the Sheriff’s Substation.

4. The Sheriff shall have complete authority and discretion with respect to the provisions of police services hereunder, the standard of performance of all deputy sheriffs, discipline of deputies and other such matters incident to the performance of this Agreement.
5. The Sheriff shall provide the Village with copies of all police related reports involving violations of the Village's ordinances in a timely manner as defined by The Missouri Courts Administrator, including traffic summons, after said reports are processed by the Sheriff's Office.
6. The law enforcement personnel so provided by the Sheriff shall be duly appointed, sworn and acting deputy sheriffs, or reserve deputy sheriffs of Camden County, Missouri, and shall have all training as required by state law.
7. At all times contemplated under this Agreement, such law enforcement personnel shall at all times remain within the control of and under the direction of the Sheriff of Camden County, Missouri, or his designated Chief Deputy or Shift Supervisor.
8. Sheriff agrees to maintain, in connection with this contract, all appropriate liability insurance to cover the officers performing under this Agreement and agrees, to the extent of such insurance, to indemnify the Village of Four Seasons, Missouri, its officers, agents and employees from any and all claims that might arise out of the acts of Sheriff's deputies in performance of this contract excluding any claims that might arise out of the acts of the Village Board of Trustees, the Municipal Judge, or Village Attorney. The Village agrees to maintain, in connection with this contract, all appropriate liability insurance to cover the Village Trustees, employees, Judge and Village Attorney performing under this Agreement and agrees, to the extent of such insurance, to indemnify the Sheriff and the Commission, its officers, agents and employees from any and all claims that might arise out of the acts of the Village Board of Trustees, employees, Municipal Judge or Village Attorney in performance of this contract, excluding any claims that might arise out of the acts of the Sheriff or his deputies.
9. The Village, by this Agreement, gives and grants to the Camden County Sheriff and his deputies the same power to enforce the ordinances of the Village in the same manner as though they were regular officers of the Village of Four Seasons.
10. The Sheriff agrees that he, or his designee, will attend the monthly meetings of the Village Board of Trustees and provide the Village Board with available information concerning the activities set forth in this contract. The Sheriff or Chief Deputy agree to appear in person at said meetings once every three (3) months.
11. Said Sheriff or his deputy or deputies are not, and shall not be regarded as agents or an agent of the Village.

## ARTICLE II

1. The Village agrees to pay the Camden County Treasurer for the period of January 1, 2012 to December 31, 2012, an amount of Sixty Thousand Dollars (\$60,000.00) in four (4)

2

equal installments of Fifteen Thousand Dollars (\$15,000.00) each occurrence on the first day of March 2012, June 2012, September 2012, and the first day of December 2012, as payment for law enforcement services provided by the Camden County Sheriff inside the Village of Four Seasons limits.

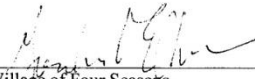
2. No later than October 1 of each year during the term of this contract, the Village shall notify the Sheriff of its law enforcement requirements for the following year. By October 30 of each year, Sheriff shall then provide the Village his projected budget amounts related to Village's stated law enforcement requests. In no event, however, shall the Village be obligated to pay in excess of Sixty Thousand Dollars (\$60,000.00) during the year 2012.

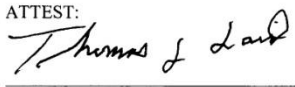
## ARTICLE III

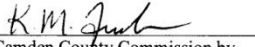
1. The term of this Agreement shall be for one (1) year commencing on January 1, 2012 and terminating automatically at midnight on December 31, 2012, unless renewed or extended as hereafter set out.
2. This Agreement shall automatically renew for an additional one (1) year period unless either party notifies the other of its intent not to renew the contract no later than thirty (30) days prior to the end of the contract period.
3. This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.
4. This Agreement and addendum constitutes and expresses the whole Agreement of this parties hereto with respect to the providing of law enforcement services by the Sheriff for the Village of Four Seasons, Missouri, and with respect to any of the matters herein provided for, herein before discussed or mentioned with respect to such employment, all promises, representations and understandings relative thereto being herein merged.

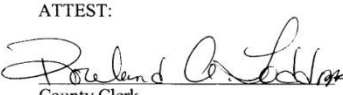
IN WITNESS WHEREOF, pursuant to a majority of vote of the Board of Trustees of the Village Four Seasons, Missouri, the Camden County Commission of Camden County, Missouri and the Camden County Sheriff's Office of Camden County, Missouri. Each has caused this instrument to be executed by its Chairman, the Camden County Presiding Commissioner, and by the Sheriff attested by its Village Clerk and the Camden County Clerk the day and year shown by the signatures.

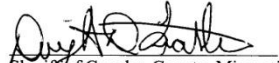
THIS AGREEMENT is effective only after duly authorized execution by all parties.


  
Village of Four Seasons,  
A Municipal Corporation by its  
Chairman

ATTEST:  
  
Village Clerk

  
Camden County Commission by  
Presiding Commissioner

ATTEST:  
  
County Clerk

  
Sheriff of Camden County, Missouri

ATTEST:  
  
County Clerk

**ORDINANCE: SEWER RATE RENEWAL**

Commissioner Gumm made a motion to approve the renewal of the Sewer Rate Ordinance establishing rates for 2012 for customers of the sewer districts in Camden County. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Franken (Yes), Commissioner Gumm (Yes).

Date: Jan. 12, 2012

ORDINANCE NO. 01-12-12-01

**AN ORDINANCE OF CAMDEN COUNTY, MISSOURI ESTABLISHING RATES FOR 2012 FOR CUSTOMERS OF NORMAC ESTATES SEWER DISTRICT OF CAMDEN COUNTY, MISSOURI, CAMELOT ESTATES SEWER DISTRICT OF CAMDEN COUNTY, MISSOURI, AND SUNNY SLOPE COUNTRY CLUB DRIVE SEWER DISTRICT OF CAMDEN COUNTY, MISSOURI.**

WHEREAS, in accordance with the Ordinances of Camden County, Missouri, governing establishment of sewer rates for the customers of Normac Estates Sewer District of Camden County, Missouri, Camelot Estates Sewer District of Camden County, Missouri and Sunny Slope Country Club Drive Sewer District of Camden County, Missouri, the Camden County Commission of Camden County sitting in its capacity as Governing Body for said Sewer Districts, annually reviews sewer rates for each District and sets the sewer rates for the upcoming year in an amount sufficient to cover operation and maintenance and replacement funds; and

WHEREAS, the Camden County Commission has reviewed the balances in the various accounts for the three Sewer Districts and reviewed the anticipated costs and expenses for the three Sewer Districts and has determined the rates for the upcoming year.

NOW THEREFORE,

Section 1. Sewer Rates. The sewer rates for the upcoming year for each of the following Sewer Districts within Camden County are hereby set and established as follows:

**A. Normac Estates:**

- (1). Seventy-Three (\$73.00) Dollars per month per individual residence.
- (2). One Hundred Twenty-Five (\$125.00) Dollars per month for each commercial user.
- (3). The annual deposits to the debt service account will be \$19,320.00 for 2012.
- (4). The annual deposits to the debt service reserve account will be \$1,944.00 for 2012.
- (5). The annual deposits to the replacement and extension account will be \$1,944.00 for 2012.

**B. Camelot Estates:**

- (1). Sixty-Eight (\$68.00) Dollars per month per individual residence and villa.
- (2). Fifty-Nine (\$59.00) Dollars per month per unit at The Shores.
- (3). Forty-Seven and 50/100 (\$47.50) Dollars per month per unit at Tuscan, representing the continuation of an existing contract.
- (4). One Hundred Twenty-Five (\$125.00) Dollars per month for each commercial user.
- (5). The annual deposits to the debt service account will be \$272,568.00 for 2012.
- (6). The annual deposits to the debt service reserve account will be \$27,660.00 for 2012.
- (7). The annual deposits to the replacement and extension account will be \$27,660.00 for 2012.


C. Sunny Slope:

- (1). Fifty-Four (\$54.00) Dollars per month per individual residence.
- (2). Fifty (\$50.00) Dollars per month per condominium unit.
- (3). One Hundred Twenty-Five (\$125.00) Dollars per month for each commercial user.
- (4). The annual deposits to the debt service account will be \$84,012.00 for 2012.
- (5). The annual deposits to the debt service reserve account will be \$8,820.00 for 2012.
- (6). The annual deposits to the replacement and extension account will be \$8,820.00 for 2012.

Section 2. Effective Date. The sewer rates set forth in Section 1 will become effective on January 1, 2012, and shall remain in full force and effect until changes or modifications are made by the Camden County Commission.

Section 3. Sewer Ordinances. All prior Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed and the Ordinances governing the three Sewer Districts not in conflict with this Ordinance shall remain in full force and effect and be binding.

**PASSED, APPROVED AND ADOPTED by the Camden County Commission of Camden County, Missouri, acting in its capacity as the Governing Body of the Normac Estates Sewer District of Camden County, Missouri, the Camelot Estates Sewer District of Camden County, Missouri and the Sunny Slope Country Club Drive Sewer District of Camden County, Missouri on the 10<sup>th</sup> day of January, 2012.**

(Seal)   
 Attest: Rowland A. Todd  
 Rowland Todd, County Clerk

CAMDEN COUNTY, MISSOURI  
 By: K.M. Frank  
 Kris Franken, Presiding Commissioner  
Thomas Gumm  
 Thomas Gumm, Commissioner  
 \_\_\_\_\_  
 Beverly Thomas, Commissioner

Approved as to Form:  
Charles E. McElyea  
 Charles E. McElyea, County Attorney

**OTHER COUNTY BUSINESS BROUGHT FORWARD DURING THE CONDUCT OF TODAY'S BUSINESS:**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI } SS. JANUARY TERM  
 COUNTY OF CAMDEN }

In the County Commission of said County, on the 10<sup>th</sup> day of January, 2012, the following among other proceedings were had, viz.:

BE IT HEREBY SO ORDERED to disburse funds held in the County Treasurer under the provisions of RSMo Chapter 215, Shelters for Victims of Domestic Violence, through and including January 1, 2012 said funds amounting to \$11,276.46.

BE IT FINALLY SO ORDERED that the County Treasurer shall disburse said funds under the purview of this order, the County Commission is fully satisfied that the recipient of said Funds, Citizens Against Domestic Violence, PO Box 245, Camdenton, MO 65020, has complied with the statutory requirements of the programs.

K.M. Frank  
 Kris Franken  
 Presiding Commissioner

\_\_\_\_\_  
 Beverly Thomas  
 1<sup>st</sup> District  
 Associate Commissioner

Thom Gumm  
 Thom Gumm  
 2<sup>nd</sup> District  
 Associate Commissioner

STATE OF MISSOURI } ss.  
 COUNTY OF CAMDEN }

I, Rowland A. Todd, Clerk of the County Commission, in and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission at office in Camdenton this the 10<sup>th</sup> Day Of January, 2012.

By \_\_\_\_\_, DC Rowland A. Todd  
 Rowland A. Todd, Camden County Clerk

**TAX REFUNDS:**

Schwartz, Robert – 2011 P.P. – Order # 118 – Total refund \$41.01 – Please refund and deduct from next month's settlement.

Robertson, Shirley A. – 2011 R.E. – Order # 119 – Total refund \$2,060.92 – Please refund and deduct from next month's settlement.

**ADJOURN:** With no further official business on the agenda: Commissioner Gumm made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Franken seconded the motion. The motion passed by vote: Commissioner Franken (Yes), Commissioner Gumm (Yes).

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI  
FRIDAY, JANUARY 13<sup>TH</sup>, 2012, 5<sup>TH</sup> DAY OF JANUARY TERM**

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**T**he Camden County Commission met with District # 1 Beverly Thomas and District # 2 Thom Gumm.

Presiding Commissioner Franken was absent due to personal business.

Clerk Todd appointed Commissioner Thomas as Acting Presiding Commissioner.

There was no official business on the agenda for today that required a vote of the Commission.

The Commission was in session to handle any county affairs that may develop during the day.

The Courthouse will be closed on Monday, January 16, in observance of the Martin Luther King, Jr. holiday.