

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Thursday 05/25/2023

The Camden County Commission met with Presiding Commissioner Ike Skelton and District #2 Commissioner Don Williams. District #1 Commissioner James Gohagan was absent from the start of the meeting until 10:45 A.M.

## Meeting Agenda

Commissioner Williams made a motion to approve today's agenda. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Skelton (Yes). Session opened at 10:00 A.M.

## Prior Minutes

Commissioner Williams made a motion to accept the May 18, 2023. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Skelton (Yes).

## New Business

**Macks Creek Water Grant Update- Barbara Bohley-** Barbara Bohley, administrator of the community development block grant for the Macks Creek Water Improvement Project, was present to introduce herself to Commissioner Skelton and reintroduce herself to Commissioner Williams. She gave a brief overview of the grant, grant process, current project standing, and future goals for the project. There were no actions taken on this agenda item.

**Sho-Me Power- Tunnel Dam information-** Peter Dawson (Chief Compliance Officer) and Pete Houge (Consulting Engineer) were present to discuss the current status of the Tunnel Dam facility. They presented the Commission with a draft memorandum between the electric coop and Camden County stating the county will provide oversight services making sure Sho-Me Power is following all dam safety protocols and regulations annually versus the Federal Energy Regulatory

Commission (FERC) doing so. The memorandum states that the county will not have financial commitment- only oversight commitment with this memorandum. There were no actions taken on this agenda item.

**Consideration of Shady Gators Security Deputies' Contract-** Attorney Jeff Green, the Sheriff's Department, and the owners of Shady Gators made all necessary changes requested by the Commission since the last meeting that this contract was discussed. Commissioner Williams made a motion to approve this contract between Shady Gators and the Sheriff's Department. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Williams (yes) and Commissioner Gohagan (yes).

## AGREEMENT FOR SECURITY DEPUTIES' SERVICES

**THIS AGREEMENT** is made and entered into by and between **7MM COVE** hereinafter referred to as "7MMC", and **CAMDEN COUNTY, MISSOURI**, hereinafter referred to as "CCMO",

**WITNESSETH**, that in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated.

**WHEREAS**, that the said 7MMC and CCMO do hereby covenant and agree as follows:

1. That 7MMC shall pay CCMO the rate of Sixty-Five Dollars (\$65.00) per hour for the deputy provided for security purposes for on behalf of 7MMC and located on the premises of 2359 Bittersweet Rd, Lake Ozark, MO 65049 and 132 Sweet William Road, Lake Ozark, Missouri 65049, on an "as requested" basis. At the conclusion of the security detail shift, said fee shall be payable by check from 7MMC to CCMO representing reimbursement to the County as said deputy provided shall be paid at a rate of Fifty Dollars (\$50.00) per hour by CCMO for working said security detail.
2. That 7MMC shall provide a list of 7MMC personnel who shall serve as the designated 7MMC representatives for security detail and ensure that the designated 7MMC representatives are accessible and available throughout the duration of security detail shift to assist CCMO in carrying out the prescribed duties, if necessary.
3. That while present, the CCMO's deputy shall assist in the deterrent of crimes against person and property within the boundaries of the premises. That the deputy shall only enter the establishment to perform requested assistance or in response to an emergency situation located inside the establishment that comes to the attention of the deputy. That the deputy shall be assigned to direct traffic, patrol the exterior of the premises, to respond to any potential problems that 7MMC may require the assistance and expertise of the security deputy. This will include, but not be limited to the break-up of minor disputes, confrontations, verbal and physical assaults, unless such assaults require law enforcement assistance and then to take reasonable measure to maintain control until backup deputies arrive. In any situation where the deputy feels that additional assistance is required, the deputy will call the Camden County Sheriff's Office for assistance.
4. That the 7MMC shall cooperate and comply with instructions from the Camden County Sheriff's Office.
5. That the 7MMC must provide reasonable notice of impending need for security personnel.

6. The Sheriff shall have complete and sole authority and discretion with respect to the administration and delivery of the security deputies contemplated herein, the standard of performance of all deputy sheriffs, and other such matters incident to the performance of this agreement.
7. The Sheriff shall assign duly appointed, sworn and acting deputy sheriffs or reserve deputy Sheriffs of Camden County, Missouri (the ("Law Enforcement Personnel") to perform the Law Enforcement Service and the Law Enforcement Personnel shall have all training required by state and local laws necessary to perform the Law Enforcement Services contemplated within the scope of this Agreement.
8. At all times under this Agreement, the Law Enforcement Personnel shall remain under the sole control and direction of the Sheriff, the Sheriff's designated Chief Deputy, or the Sheriff's Shift Supervisor.
9. It is agreed that CCMO has secured prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows: (1) Workers' compensation insurance as required by Missouri statutes; and (2) Commercial general liability insurance; and (3) Professional liability insurance coverage; and (4) Comprehensive Automobile Liability.
10. The term of this Agreement shall be one (1) year commencing on May 25, 2023, and terminating automatically at midnight on May 24, 2023. This agreement shall be renewable, at any time prior to its expiration by mutual agreement of the parties, in writing.
11. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.
12. This Agreement constitutes and expresses the whole agreement of the parties hereto with respect to the providing of law enforcement services by the Sheriff, 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.
13. This Agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This Agreement shall be enforced under the laws of the State of Missouri.

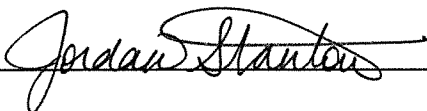
**Bollinger Creek-** The Commission heard from Carol Burns and Jerusha White regarding the condition of the White-Woolery Cemetery. The Commission states they're ready to pull the permit required by US Army Corps of Engineers to begin work on the creek that is causing the cemetery to wash away. There were no actions taken on this agenda item.

**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 Gohagan seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Gohagan (Yes). Session closed at 11:16 A.M.

Ordered that the Commission adjourn until Tuesday, May 30, 2023.

---

*The Skelton, Presiding Commissioner*



---

*Jordan Stanton*