

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

TUESDAY 4/9/2019

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Bev 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 10:05 A.M.

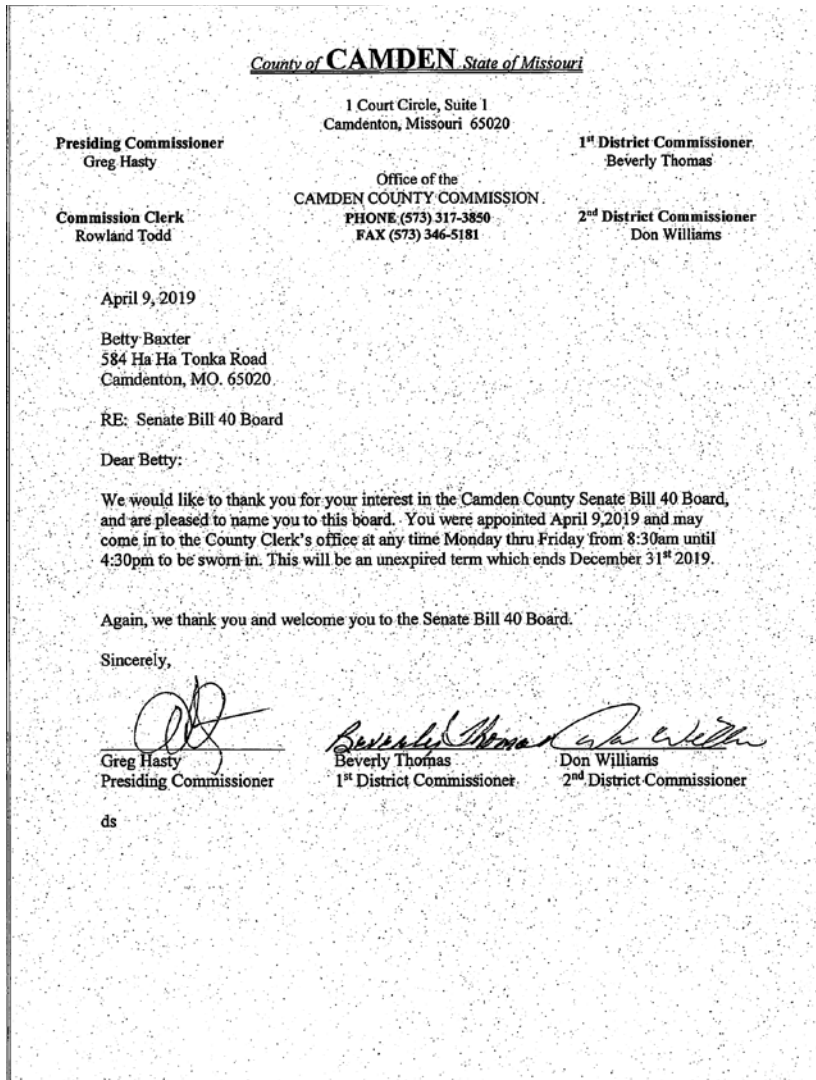
## Prior Minutes

Commissioner Williams made a motion to approve April 1, 2019 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

## New Business

**Maintenance-Bid Fencing-** Only one bid received and is from Truesdell Fence for \$18,500.00. Commissioner Thomas stated that this bid would be split between three of our county offices, the County Clerk, County Assessor and the Sheriff's Department. David Richesen from the sheriff department stated that this is around what he expected. Commissioner Williams then made a motion to approve the bid received from Truesdell. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

**SB40 Board Appt-** Commissioner Thomas stated this is to assigned one member back to the Senate Board as one member has recently resigned . Commissioner Thomas stated the commission has received two applications. Both candidates that applied are well qualified for this position. Commissioner Thomas then made a motion to appoint Betty Baxter to replace Sharon Weber with the note that Betty with finish her Sharon’s unexpired term. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes) and Commissioner Williams (Yes).



**Sheriff Contract-** Commissioner Thomas stated this is our standard contract we have been doing for years to allow our sheriff departments services to be in the Horseshoe Bend area. Commissioner Thomas then made a motion to approve the standard agreement between for the Village of Four Seasons and Camden County Sheriff Department. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes). Commissioner Thomas also made a motion to approve the standard contract for the Four Seasons Lakesites Property Owners Association, Inc. and the Camden County Sheriff Department. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE VILLAGE OF FOUR SEASONS, MISSOURI AND  
THE CAMDEN COUNTY, MISSOURI SHERIFF'S OFFICE

THIS AGREEMENT made on this 27 day of December, 2018 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 agreement, 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 Agreement excluding any claims that might arise out of the acts of the Village Board of Trustees, a Municipal Judge, or Village Attorney. The Village agrees to maintain, in connection with this Agreement, 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, a Municipal Judge or Village Attorney in performance of this Agreement, 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 Agreement. The Sheriff or Chief Deputy agrees 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, 2019 to December 31, 2019, an amount of Sixty-Six Thousand Dollars (\$66,000.00) paid in four (4) equal installments of Sixteen Thousand Five Hundred Dollars (\$16,500.00) on the 30th day of March 2019, June 2019, September 2019, and December 2019, as payment for law enforcement services provided by the Camden County Sheriff inside the Village of Four Seasons limits.

(5) No later than October 1st of each year during the term of this Agreement, the Village shall notify the Sheriff of its law enforcement requirements for the following year. By October 30th 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-Six Thousand Dollars (\$66,000.00) during the year 2019.

ARTICLE III

1. The term of this Agreement shall be for one (1) year commencing on January 1, 2019 and terminating automatically at midnight on December 31, 2019, unless renewed or extended as hereinafter 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 the 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, this Agreement is made and entered into for the purposes aforesaid.

VILLAGE OF FOUR SEASONS, a Municipal Corporation by its Chairman Arnold Sandbothe, Village of Four Seasons Board of Trustees, Four Seasons, MO 65049

Signed this 27th day of December 2018

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ATTEST:

Shannon Sullivan, Village Clerk

Signed this \_\_\_ day of \_\_\_, 2018

Signed this \_\_\_ day of \_\_\_, 2018

Signed this 10th day of April 2019

Signed this 9 day of April 2019

CAMDEN COUNTY, MISSOURI

Tony Helms, Sheriff

Greg Hasty, Presiding Commissioner

Beverly Thomas, First District Commissioner

Don Williams, Second District Commissioners

ATTEST:

Rowland Todd, County Clerk

AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE FOUR SEASONS LAKESITES PROPERTY OWNERS ASSOCIATION, INC. AND THE CAMDEN COUNTY SHERIFF'S OFFICE

(2019 SECURITY YEAR)

THIS AGREEMENT is made and entered into by and between the Four Seasons Lakesites Property Owners Association, Inc. (herein referred to as "the POA") a Missouri Non-Profit Corporation, the CAMDEN COUNTY MISSOURI SHERIFF'S OFFICE, (hereinafter referred to as "the Sheriff") a political subdivision of the state of Missouri, and the CAMDEN COUNTY COMMISSION, (hereinafter referred to as "the Commission"), a political subdivision of the state of Missouri.

WITNESS:

WHEREAS, It is the joint desire of the POA, 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 provide police protection to the POA.

NOW THEREFORE It is agreed as follows:

ARTICLE I

1. The Sheriff shall provide additional Law Enforcement Services for POA's property owners, homes and other establishments in the POA, including but not limited to, answering calls for protective services from residents and members of the POA, all within the "Scope and Services" set forth in Exhibit A, attached hereto and made a part hereof. Such Law Enforcement Services shall be conducted by commissioned regular and reserve deputies. The Sheriff shall furnish all necessary supervision, equipment, communication, facilities, vehicles and supplies necessary to provide services and protection contemplated under the terms of this Agreement.

2. The Sheriff shall have complete and sole authority and discretion, with respect to the administration and delivery of the Law Enforcement services contemplated herein, the standard of performance of all deputy sheriffs, and other such matters incident to the performance of this agreement.

3. The Sheriff shall provide the POA with the required accountability reports, a summary of which are set forth in Exhibit B, attached hereto and made a part hereof.

4. 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 Services 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.

5. 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.

6. The Sheriff shall maintain, for the duration of this Agreement, appropriate liability insurance policies, with liability limit s of Two Million Five Hundred Twenty-Five Thousand Four Hundred Twenty-Three Dollars (\$2,525,423.00), to cover itself and the Law Enforcement Personnel performing under this agreement and further agree, to the extent of such insurance, to indemnify and hold harmless the POA, its Board of Directors, agents, employees, officers, directors, successors, and assigns from any and all claims that might arise out of the acts of Sheriff's deputies in performance of this Agreement. The POA shall separately maintain, in connection with this Agreement, appropriate liability insurance policies to cover the POA, its Board of Directors, agents, employees, officers, and directors performing under this Agreement. Both Parties expressly agree that the separate liability insurance maintained by the POA in connection with this Agreement is subordinate and supplemental to, the liability insurance maintained by the Sheriff in connection with this Agreement.

7. The liability insurance maintained by each party for purposes of this Agreement shall be mutually applicable to the other parties and each applicable insurance policy shall name the other parties hereto as additional insureds. Each party shall provide the other parties with appropriate certificates of insurance within thirty (30) days of the effective date of this Agreement.

8. The Sheriff agrees that he or his designee will attend the monthly meetings of the POA Board of Directors and provide the Board with available information concerning the activities set forth in this Agreement.

9. Said Sheriff and/or his deputy or deputies are not and shall not be regarded as agents or an agent of the POA. The Commission, their officers, directors, employees, commissioners, and agents are not and shall not be regarded as agents or an agent of the POA.

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**ARTICLE II**

1. In full consideration of the rights and duties assigned the parties under this Agreement, the POA shall pay to the Commission, for the period January 1, 2019, to December 31, 2019, the sum of One Hundred Forty-Four Thousand Three Hundred Forty Dollars and Eighty-Six Cents (\$144,340.86), payable in quarterly installments.

2. Within thirty (30) days following the end of each calendar quarter, the Sheriff shall submit to the POA an invoice for payment of one quarter of the total amount specified in paragraph 1 above to wit: Thirty-Six Thousand Eighty-Five Dollars and Twenty-Two Cents (\$36,085.22). Such payments shall continue on a quarterly basis for the duration of this Agreement.

**ARTICLE III**

1. The term of this Agreement shall be one (1) year commencing on January 1, 2019, and terminating automatically at midnight on December 31, 2019. This Agreement shall be renewable, at any time prior to its expiration by mutual agreement of the parties, in writing.

2. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

3. 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, hereto before discussed or mentioned with respect to such employment, all promises, representations and understandings relative thereto being herein merged.

IN WITNESS WHEREOF, this Agreement is made and entered into for the purposes aforesaid.

FOUR SEASONS LAKESITES PROPERTY OWNERS ASSOCIATION, INC.

Signed this 5 day of April, 2019.

Mary B. Austin  
Signature  
MARY B. AUSTIN  
Printed Name  
PACEMANT  
Title

**EXHIBIT A**

**SCOPE AND SERVICES**

1. Patrol the roadways within the POA boundaries, 24 hours, 7 days per week, to the extent feasible.
2. Physically attempt to check all amenities (pools, campground, Community Center, etc.) daily. A monthly report will be provided to Management.
3. Perform "Away from Residence Checks." (Exterior doors locked, windows, all in order.)
4. Assist/perform medical and law enforcement agencies in emergency situations.
5. Provide detailed, accurate, and legible reports.
6. Attend monthly POA Board meetings or, if not available, provide a written report of the previous months activities.
7. Report problems with wastewater lights to Management.
8. Enhance relations with the members of the C community.
9. Provide for traffic control on Horseshoe Bend Parkway during peak travel hours during holiday weekends.

**COMMUNICATIONS /DISPATCH SERVICE**

1. Provide 24 hour access for property owners
2. Maintain detailed records/logs to reflect telephone/radio messages.
3. Monitor patrol officers at all times.
4. Receive and dispatch clear and concise information for emergency situations.
5. Communicate with all emergency personnel in each situation as needed.

Signed this 9 day of April, 2019.

CAMDEN COUNTY, MISSOURI - SHERIFF  
Tony R. Hamm  
Tony R. Hamm, Sheriff

Signed this 9 day of April, 2019.

CAMDEN COUNTY, MISSOURI  
Greg Hasty  
Greg Hasty, President Commissioner

Signed this 9th day of April, 2019.

Beverly Thomas  
Beverly Thomas, First District Commissioner

Signed this 9 day of April, 2019.

Don Williams  
Don Williams, Second District Commissioner

Signed this \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

Rowland Todd, County Clerk

**EXHIBIT B**

**REQUIRED ACCOUNTABILITY REPORTS**

**"Required Accountability Reports"**

1. Monthly logs showing the number of miles driven.
2. Provide copies of all incident reports involving POA properties or amenities.
3. Provide monthly Duty rosters of all Sheriff employees and/or agents assigned to perform Law Enforcement Services and monthly reports of all durations of time in which no officer was on patrol on either Horseshoe Bend or Shawnee Bend under this agreement.
4. Document/report streetlight outages
5. Document/report wastewater warning lights
6. Enhance communications with property owners
7. Regularly confer with Management



Assessor - GIS - Contract- Commissioner Hasty stated this is our standard contract for GIS services and is with Trailhead GIS. Commissioner Williams made a motion to approve the contract with Trailhead GIS. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

**LIMITED LICENSE AGREEMENT**

This agreement effective the date of the last signature below is made by the TRAILHEAD GIS whom has an office located at 60 HILL BLVD. CT, ST. CHARLES, MO herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Camden County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Camden County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Camden County, Missouri, in the future as a part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Camden County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.

2. The undersigned Licensee hereby agrees to use such GIS files solely for purpose of GIS MAINTENANCE / WEBSITE MAINTENANCE - AMBEREN. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall preserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Camden County for purposes of inspection or reuse for governmental purposes. The specific GIS files to be provided under this License Agreement are described as follows:

Camden County hereby grants the undersigned the right to use the following datasets:

- Camden County Street Centerline Only
- Camden County Full Data annual subscription
- Other: Vendor Prints
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

for the aforementioned purpose License Agreement shall expire upon 30 days written notice from either party to this Agreement; once expired, the datasets shall be returned to Camden County and deleted from all internal systems.

3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Camden County, Missouri.

4. Licensee acknowledges and agrees that the County reserves all rights of ownership, title and control of the GIS Database. Licensee agrees that it will treat the GIS Database as confidential, and trade secret information. Licensee will not under any circumstances disclose or disseminate the GIS Database or any portion thereof to 1) any other person, firm entity or organization except as expressly authorized herein or 2) any employee of Licensee who does not need access thereto in connection with Licensee's exercise of its rights under this Agreement. Licensee will use its best effort to keep and maintain the GIS Database in a secure manner so as to preclude unauthorized use, dissemination or disclosure.

5. The Licensee accepts the GIS files from Camden County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall Licensor's liability exceed the total amount paid by the licensee for the use of the GIS files provided under this license agreement. The Licensee further covenants that it releases and discharges Camden County, Missouri, or their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Camden County, Missouri, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

6. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Camden County Commission.

7. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in

writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By: Michael Peters Michael Peters, Benefits Coordinator 4/4/2019  
Authorized Member Printed Name and Title Date

AUTHORIZATION

The Camden County Commission hereby authorizes the above License Agreement effective the day and year first above written.

ATTEST

Rowland Todd, County Clerk

CAMDEN COUNTY, MISSOURI

By: Greg Hasty Presiding Commissioner  
4/9/19  
Date

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**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 Thomas (Yes), and Commissioner Williams (Yes). Session closed at 10:30 A.M.

Ordered that the Commission adjourn until day Tuesday, April 16, 2019

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*