

**COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI**  
**THURSDAY 7/19/2018**

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 10:10 A.M.

**Prior Minutes**

Commissioner Williams made a motion to table July 17, 2018 minutes. Commissioner Thomas seconded the motion. The motion passed by vote Commissioner Thomas (Yes), Commissioner Williams (Yes).

**New Business**

**BUDGET AMENDMENTS-** Commissioner Thomas stated that we have three budget amendments for review. Camden County Auditor stated he has the following request for amendments to the 2018 Budget:

**Sheriff Operations-** Commissioner Williams made a motion to approve the amendment to the budget for "Change to LEST". Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**JIMMY LAUGHLIN**  
Camden County Auditor

1 Court Circle, Suite #7  
Camden, MO 65020  
(373) 346-4440 Ext. 1341

\_\_\_\_\_, 2018

**" Change to LEST "**

<b>"Sheriff Operations"</b>						
Increase	Revenue	Line	010-16-4699	LEST Reimb.	<b>Total</b>	<b>\$8,699.96</b>
Increase	Expense	Line	010-09-5220	Sheriff Equip		\$999.96
Increase	Expense	Line	010-09-5241	Vehicle lease/purchase		\$7,700.00
					<b>Total</b>	<b>\$8,699.96</b>

*This are monies collected for reimb on damaged equipment and sale of used vehicles.*

  
Presiding Commissioner

  
Associate Commissioner

  
Associate Commissioner

Copy: Elaine Gilley, Treasurer  
Rowland Todd, County Clerk

Initial: *JL*

**Sheriff Operations-** Commissioner Williams made a motion to approve the amendment to the budget for "Change to LEST". Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**JIMMY LAUGHLIN**  
CAMDEN COUNTY AUDITOR

1 Court Circle, Suite #7  
Camden, MO 65020  
(373) 346-4440 Ext. 1341

\_\_\_\_\_, 2018

**" Change to LEST "**

<b>"Sheriff Operations"</b>						<b>July - December</b>
Decrease	Expense	Line	Other Gen Gov. Misc	001-19-5999		\$6,000.00
Increase	Transfer	Line	CR to Stoutland SRO	001-90-9019		\$6,000.00
Increase	Transfer	Line	Stoutland SRO from CR	010-84-8001		\$6,000.00
Increase	Revenue	Line	Stoutland SRO Rev	010-16-4638		\$18,000.00
					<b>Total</b>	<b>\$24,000.00</b>
Increase	Expense	Line	Stoutland SRO Exp	010-09-5149		\$13,312.00
			Fringes & taxes for Employee	010-09		\$10,688.00
					<b>Total</b>	<b>\$24,000.00</b>

Stoutland School has agreed to \$36,000.00 per school year. These numbers reflect what is needed to complete the Budget year 2018. The 2019 Budget will be offered and accepted to reflect the dollars required to operate in that school year.

The Sheriff Dept acknowledges that the County commission agrees only to supplement the cost of the Employee Salary. All other expenses incurred will be the responsibility of the Sheriff Dept. If this position is eliminated by either the Sheriff or School, the contribution of the County commission will cease.

  
Presiding Commissioner

  
Associate Commissioner

  
Jimmy Laughlin, Sheriff of Camden County

  
Associate Commissioner

Copy: Elaine Gilley, Treasurer  
Rowland Todd, County Clerk

Initial: *JL*

**Sheriff Operations-** Commissioner Thomas made a motion to approve the amendment to the budget for "Change to LEST". Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**JIMMY LAUGHLIN  
CAMDEN COUNTY AUDITOR**

1 Court Circle, Suite #7  
Camden, MO 65020  
(573) 340-4440 Ext. 1341

_____ 2018			<b>" Change to LEST "</b>	<b>July - December</b>
<b>"Sheriff Operations"</b>				
Decrease	Expense	Line	Other Gen Gov. Misc	001-19-5999 \$6,000.00
Increase	Transfer	Line	CR to MC SRO	001-90-9018 \$6,000.00
Increase	Transfer	Line	MC SRO from CR	010-83-8001 \$6,000.00
Increase	Revenue	Line	Macks Creek SRO Rev	010-16-4693 \$18,000.00
			<b>Total</b>	<b>\$24,000.00</b>
Increase	Expense	Line	Macks Creek SRO Exp	010-09-5148 \$13,312.00
			Fringes & taxes for Employee	010-09 \$10,688.00
			<b>Total</b>	<b>\$24,000.00</b>

Macks Creek School has agreed to \$36,000.00 per school year. These numbers reflect what is needed to complete the Budget year 2018. The 2019 Budget will be offered and accepted to reflect the dollars required to operate in that school year.

The Sheriff Dept acknowledges that the County commission agrees only to supplement the cost of the Employee Salary. All other expenses incurred will be the responsibility of the Sheriff Dept. If this position is eliminated by either the Sheriff or School, the contribution of the County commission will cease



  
 Presiding Commissioner      Associate Commissioner      Tony Wilson Sheriff of Camden County      Associate Commissioner  
 Copy: Elaine Gilley, Treasurer  
 Rowland Todd, County Clerk  
 Initial: JE

**SHERIFF CONTRACT-** Commissioner Williams made a motion to approve the contract for the Stoutland School Resource Officer and the Macks Creek School Resource Officer. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes). A complete copy of the two agreements can be furnished upon request.

**MEMORANDUM OF UNDERSTANDING  
STOUTLAND R-II SCHOOL DISTRICT**

This Memorandum of Understanding (MOU), between the Stoutland R-II School District and the Camden County Sheriff's Office, is to establish a cooperative relationship between community agencies involved in handling juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary authority.

The parties agree that this MOU is a collaborative effort among the public agencies named herein to establish guidelines for addressing school-related delinquent acts, defined in this document as "minor school-based offenses."

**I. Purpose of Agreement**

The parties agree that students may be held accountable for minor school-based offenses without referral to the juvenile justice system. Further, the parties agree that an MOU delineating the responsibilities of each party involved in making such decisions would promote the best interest of the student, the school district, law enforcement, and the larger community.

The parties further state this Agreement is a cooperative effort among the public agencies named herein to establish guidelines to address school-related misdemeanor delinquent acts, defined in this agreement as minor school-based offenses.

The guidelines in this MOU are intended to establish uniformity in dealing with students who are accused of committing minor school-based offenses, while simultaneously ensuring that each case is addressed on a case-by-case basis to promote a response proportional to the various and differing factors affecting each student's case.

**II. Definitions**

The following definitions govern the terms as used in this MOU:

- 1) "Student" means an individual enrolled in the Stoutland R-II School District;
- 2) "Juvenile" means an individual under the age of seventeen years;
- 3) "Minor school-based offense" refers to the following violations of the Revised Statutes of Missouri (RSMo.)

A. **Peace Disturbance:** As defined in Section 574.010, RSMo, a person commits the offense of Peace Disturbance if:

1. He unreasonably and knowingly disturbs or alarms another person or persons by:
  - a. Loud noise; or

All parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.

Each party agrees that it will not discriminate based on the race, color, religion, gender, disability, national origin, or any other characteristics protected by law.

This MOU may be terminated by any party whenever, for any reason, such party determines the termination of the MOU is in its best interest. Termination of same shall be achieved by delivery of a Termination Notice at least thirty (30) days prior to the effective date of the termination.

This MOU constitutes the entire agreement between the parties. This MOU overrides any prior understandings, agreements, or representations of the parties. This MOU may not be modified, supplemented, or amended in any manner except by written agreement of all parties.

_____ Doug Dahman Superintendent Stoutland R-II School District	Date	_____ Hon. Matthew Harner Circuit Judge, Division I 26 <sup>th</sup> Judicial Circuit	Date
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_____ Tammy Walden Chief Juvenile Officer 26 <sup>th</sup> Judicial District	Date	_____ Tony Helms Sheriff Camden County Sheriff's Office	Date
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_____ Greg Hasty Camden County Commissioner	Date	7/19/18 Date	
_____ Dan Williams Camden County Commissioner	Date	_____ Devery Thorton Camden County Commissioner	Date

**MEMORANDUM OF UNDERSTANDING  
MACKS CREEK R-V SCHOOL DISTRICT**

This Memorandum of Understanding (MOU), between the Macks Creek R-V School District and the Camden County Sheriff's Office, is to establish a cooperative relationship between community agencies involved in handling juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary authority.

The parties agree that this MOU is a collaborative effort among the public agencies named herein to establish guidelines for addressing school-related delinquent acts, defined in this document as "minor school-based offenses."

**I. Purpose of Agreement**

The parties agree that students may be held accountable for minor school-based offenses without referral to the juvenile justice system. Further, the parties agree that an MOU delineating the responsibilities of each party involved in making such decisions would promote the best interest of the student, the school district, law enforcement, and the larger community.

The parties further state this Agreement is a cooperative effort among the public agencies named herein to establish guidelines to address school-related misdemeanor delinquent acts, defined in this agreement as minor school-based offenses.

The guidelines in this MOU are intended to establish uniformity in dealing with students who are accused of committing minor school-based offenses, while simultaneously ensuring that each case is addressed on a case-by-case basis to promote a response proportional to the various and differing factors affecting each student's case.

**II. Definitions**

The following definitions govern the terms as used in this MOU:

- 1) "Student" means an individual enrolled in the Macks Creek R-V School District;
- 2) "Juvenile" means an individual under the age of seventeen years;
- 3) "Minor school-based offense" refers to the following violations of the Revised Statutes of Missouri (RSMo.)

A. **Peace Disturbance:** As defined in Section 574.010, RSMo, a person commits the offense of Peace Disturbance if:

1. He unreasonably and knowingly disturbs or alarms another person or persons by:
  - a. Loud noise; or

3. The person purposely places another person in apprehension of immediate physical injury; or
4. The person recklessly engages in conduct which creates a grave risk of death or serious physical injury to another person; or
5. The person knowingly causes physical contact with another person knowing the other person will regard the contact as offensive or provocative; or
6. The person knowingly causes physical contact with an incapacitated person, as defined in section 475.010, RSMo, which a reasonable person, who is not incapacitated, would consider offensive or provocative.

D. **Stealing, Misdemeanor:** As defined in Section 570.030, RSMo, a person commits the offense of misdemeanor stealing if:

1. He appropriates property of services of another with the purpose to deprive him or her thereof, either with or without his or her consent by means of coercion.
2. The value of the property or services is under five hundred dollars (\$500.00.)

E. **Drinking or Drunkenness in a Prohibited Place:** As defined in Section 574.075, RSMo, a person commits the offense of Drinking or Drunkenness in a Prohibited Place if:

1. He or she enters any schoolhouse or church house in which there is an assemblage of people, met for a lawful purpose, or any courthouse, in an intoxicated and disorderly condition, or drinks or offers to drink any intoxicating liquors in the presence of such assembly of people, or in any courthouse.
2. The offense of drunkenness or drinking in a prohibited place is a class B misdemeanor.

F. **Resisting or Interfering with Arrest (detention or stop):** As defined in Section 575.150, RSMo, a person commits the offense of Resisting or interfering with arrest, if:

1. A person commits the offense of resisting or interfering with arrest, detention, or stop if he or she knows or reasonably should know that a law enforcement officer is making an arrest or attempting to lawfully detain or stop an individual or vehicle, and for the purpose of preventing the officer from effecting the arrest, stop or detention, he or she:
  - (1) Resists the arrest, stop or detention of such person by using or threatening the use of violence or physical force or by fleeing from such officer; or

- (2) Interferes with the arrest, stop or detention of another person by using or threatening the use of violence, physical force or physical interference.

2. This section applies to:

- (1) Arrests, stops, or detentions, with or without warrants;
- (2) Arrests, stops, or detentions, for any offense, infraction, or ordinance violation; and
- (3) Arrests for warrants issued by a court or a probation and parole officer.

The offense of resisting an arrest, detention or stop in violation of subdivision (1) or (2) of subsection 1 of this section is a class A misdemeanor, unless the person fleeing creates a substantial risk of serious physical injury or death to any person, in which case it is a class E felony.

G. **Institutional vandalism:** 1. A person commits the offense of institutional vandalism if he or she knowingly vandalizes, defaces, or otherwise damages:

- (3) Any school, educational facility, community center, hospital or medical clinic owned and operated by a religious or sectarian group;
- (4) The grounds adjacent to, and owned or leased by, any institution, facility, building, structure or place described in subdivision (1), (2), or (3) of this subsection;
- (5) Any personal property contained in any institution, facility, building, structure or place described in subdivision (1), (2), or (3) of this subsection; or
- (6) Any motor vehicle which is owned, operated, leased or under contract by a school district or a private school for the transportation of school children.

2. The offense of institutional vandalism is a class A misdemeanor, unless the value of the property damage is seven hundred fifty dollars or more, in which case the offense is a class E felony; or the value of the property damage is more than five thousand dollars, in which case the offense is a class D felony.

3. In determining the amount of damage to property, for purposes of this section, damage includes the cost of repair or, where necessary, replacement of the property that was damaged.

4) "Juvenile Officer" is the division of the Juvenile court with responsibility for accepting referrals and conducting reviews to determine legal sufficiency, subject matter jurisdiction, and other factors relevant in determining whether the referral

- b. Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient; or
  - c. Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out; or
  - d. Fighting; or
  - e. Creating a noxious and offensive odor;
2. Student is in a public place or on private property of another without consent and purposely causes inconvenience to another person or persons by immoderately and physically obstructing:
- a. Vehicular or pedestrian traffic; or
  - b. The free ingress or egress to or from a public or private place.

B. **Trespass:** As defined in Section 569.140, RSMo, a person commits the offense of trespass in the first degree if:

- 1. He knowingly enters unlawfully or knowingly remains unlawfully in a building or inhabitable structure or upon real property;
- 2. A person does not commit the crime of trespass in the first degree by entering or remaining upon real property unless the real property is fenced or otherwise enclosed in a manner designed to exclude intruders or as to which notice against trespass is given by:
  - a. Actual communication to the actor; or
  - b. Posting in a manner reasonably likely to come to the attention of intruders.

C. **Assault, Third Degree:** As defined in Section 565.070, RSMo, a person commits the offense of Assault, Third Degree, if:

- 1. The person attempts to cause or recklessly causes physical injury to another person; or
- 2. With criminal negligence the person causes physical injury to another person by means of a deadly weapon; or

should be rejected, whether the referral should be handled informally, or should result in the filing of a formal petition. The Juvenile Office is also responsible for determining whether a juvenile should be detained or released, based on the assessment score from the Juvenile Detention Assessment Form (JDTA.)

- 5) "Mary Dickenson Juvenile Justice Center" or "MDJJC" is a secure detention facility located in Camden, Missouri. If detention is authorized by a Deputy Juvenile Officer, or by the Court, a juvenile may be temporarily confined in a secure detention pending a hearing.
- 6) "School Resource Officer" or "SRO" is a law enforcement officer assigned and stationed at one or more schools in the Macks Creek R-V School District.

III. **Terms of Agreement**

The Parties agree to the following:

1. **Graduated Responses to Minor School-Based Offenses**

The parties agree that the commission of a minor school-based offense, as defined in this agreement, shall not result in the filing of a juvenile referral alleging delinquency, unless the current offense is the third offense by this student within the preceding 12-month period.

The parties agree that a response to the commission of a minor school-based offense, as defined in this agreement, should be determined using a system of graduated sanctions, disciplinary methods, and/or educational programming, before a referral is made to the Juvenile Office. The parties agree this can be achieved by responding in a manner consistent with the graduated sanctions outlined in the Macks Creek R-V Student Code for Elementary School and/or the Macks Creek R-V Junior High and High School Student Handbooks.

2. **Exceptional Circumstances**

Notwithstanding the graduated response system referenced in subsection (1) above, an SRO or other law enforcement officer has the discretion to take a juvenile into custody and submit a referral to the Juvenile Office in exceptional circumstances. This provision is subject to the laws of arrest, which prohibit warrantless arrests for misdemeanors and violations not witnessed by the arresting officer.

3. **Emergency Clause**

If at any time, and under any circumstance, there is a major, large-scale, or catastrophic event that causes the Sheriff or his designee, to believe the Department needs more or all Officers on hand, the SRO may be temporarily removed from the

SRO position. The Officer shall be returned to the SRO position as soon as is practicable.

4. **Duties during Summer Months or Summer Season**

During the Summer Months or Summer Season, when school is not normally in session, the Sheriff or his designee shall have the right to assign the SRO officer other duties as appropriate.

5. **Duties during School Session**

During the school year, the Superintendent and his/her designee will schedule the SRO's work schedule, with the understanding that, if SRO is asked to work more than 42 hours in one week, authorization from the Camden County Sheriff or his designee for overtime pay is required. However, "flex hours" are possible.

When the SRO is not at the school due to training, illness, etc., the SRO will be available to make appearances at the school throughout the day and appear if called for a specific reason.

The SRO will abide by the Macks Creek School Employee Policies per the Handbook.

If for any reason the current SRO is no longer able to conduct his duties as SRO there is need to replace the officer, the Macks Creek School Superintendent and Camden County Sheriff (or their respective designees) will jointly agree on the replacement SRO.

6. **Cost to Macks Creek R-V School District**

Costs of Employee to Camden County Sheriff's Department	
Gross Wages	~ 26,623
Insurance - Health	~ 6,186
Insurance - Life	~ 66
Retirement	~ 3,541
Workers' Comp	~ 1,057
Uniforms	~ 720
Guns	~ 800
Training	~ 2,000
Vehicle	~ 17,000
Fuel	~ 3,500
Automotive Insurance	~ 600
<b>Total</b>	<b>62,093</b>

The Macks Creek R-V School District will be responsible for \$36,000 per year of the SRO's annual salary and expenses. Macks Creek R-V will also be responsible for coverage or adoption of any raise in salary for the designated SRO, for the period of time the SRO is assigned to the Macks Creek R-V School District.

All other expenses will be covered by the Camden County Sheriff's Department.

- Any comments or complaints the Macks Creek R-V School District would like to address regarding the current SRO should be directed to the SRO's immediate supervisor at Camden County Sheriff's Office. At this time, the SRO's immediate supervisor is Lieutenant Arlyne Page.

#### IV. Duties of the Parties

When the Superintendent or designee believes an incident, as defined in this agreement, has occurred during school-sponsored activities, the Superintendent or designee may consider the following guidelines in determining whether to report the incident:

- The age and maturity of the student involved.
- Whether the incident involved the use or threatened use of a weapon, or involved sexual misconduct or allegations of sexual misconduct.
- The nature and severity of the conduct.
- The nature and severity of any injury inflicted on the other person involved.

In addition to these factors, the Superintendent or designee may consider any other factors which he or she determines, in the exercise of professional judgment, to be appropriate under the circumstances. The guidelines listed above shall in no way inhibit the Superintendent or designee from reporting to law enforcement, regardless of whether such conduct constitutes a violation.

All parties shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.

Each party agrees that it will not discriminate based on the race, color, religion, gender, disability, national origin, or any other characteristic protected by law.

This MOU may be terminated by any party whenever, for any reason, such party determines the termination of the MOU is in its best interest. Termination of services shall be achieved by delivery of a Termination Notice at least thirty (30) days prior to the effective date of the termination.

This MOU constitutes the entire agreement between the parties. This MOU expressly revokes any prior understandings, agreements, or representations of the parties. This MOU may not be modified, supplemented, or amended in any manner except by written agreement of all parties.

 4/19/18  
Dr. Joshua Phillips Date  
Superintendent Hon. Matthew Hamner Date  
Macks Creek R-V School District 26<sup>th</sup> Judicial Circuit

Tammy Walden Date  7-19-18 Date  
Chief Juvenile Officer Tony Hyatt Date  
26<sup>th</sup> Judicial District Sheriff Camden County Sheriff's Office

 7/19/18  7/19/18 Date  
Greg Eddy Date Don Williams Date  
Camden County Commissioner Camden County Commissioner

 Date  
Beverly Thomas Date  
Camden County Commissioner

The parties agree that in accordance with Missouri law and District Board of Education Policy, the Superintendent will continue to report all acts which may constitute one of the enumerated offenses set forth in Section 160.261, RSMo, and Section 167.117(1) and (2), RSMo, except that acts which may constitute third degree assault will be governed by the terms of this Agreement.

Further, in accordance with Missouri law and District Board of Education Policy, the Superintendent will report to the Juvenile Office when a suspension of more than ten (10) days or an expulsion is given to any student who the District is aware is under the jurisdiction of the Juvenile Court.

If the Superintendent or designee determines, in his or her professional judgment, that an individual shall be reported to law enforcement, the Superintendent or designee shall contact law enforcement as soon as reasonably practicable after the Superintendent or designee receives a report of the incident and has, if necessary, investigated the incident to determine whether the incident necessitates a report. At the discretion of law enforcement, notice may be given to the Juvenile and parent that a referral will be submitted to the Juvenile Office.

If the offense involves a victim, the Macks Creek R-V School District shall contact the victim and/or the victim's parent or guardian. If the victim requests action be taken against the alleged perpetrator, the Superintendent or designee shall inform the victim and/or the victim's parent or guardian of their right to contact law enforcement to request a report be made.

The parties further agree that the Juvenile Office will continue to provide notice to the Superintendent when a petition is filed alleging that a student of the District has committed one of the acts enumerated in Section 167.115, RSMo. Such notice will be provided to the Superintendent either orally or in writing no later than five (5) days following the filing of the petition. Further, the parties agree that upon request by the Superintendent or his designee, they will inform the Superintendent when there is an otherwise active case regarding a student in the District in accordance with Section 167.123, RSMo. Such notice shall include a complete description of the case involving the student, the conduct the child is alleged to have committed, and the dates the conduct occurred. The parties further agree they will cooperate with the District and share information with the Superintendent or his designee as necessary to protect the safety of District students and staff and to enable the District to implement disciplinary sanctions.

#### V. Terms of the Memorandum of Understanding

This Memorandum of Understanding (MOU) shall become effective August 1, 2018 and shall remain in full force and effect until such time as the MOU is modified or terminated by either party.

**ROAD & BRIDGE BID AWARD-** Road and bridge administrator Lee Shuman stated he would make the recommendation to approve the bid for the Tire Changer and the Tire Balancer to be awarded to the Hunter Engineering Company in the amount of \$12,628.07. Commissioner Thomas made a motion to approve the bid at the recommendation of the road and bridge department. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

**SHERIFF GRANT-** County Sheriff presents two grants for the commissioners to approve. Commissioner Williams made a motion to approve the Sheriff Supplemental Fund Subaward and The Equitable sharing agreement and certification for Lake Area Narcotics Enforcement Group. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Copy of grants are available upon request.



**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)  
SUBAWARD**

<b>Subrecipient Name:</b> Camden County, Sheriff's Office		<b>Subrecipient DUNS Number:</b> 027044515	
<b>Funding Opportunity Title:</b> 2019 DSSSF	<b>Project Period Start Date:</b> 07/01/2018	<b>Project Period End Date:</b> 06/30/2019	
<b>Project Title:</b> Deputy Sheriff Salary Supplementation Fund		<b>Subaward Number:</b> 2019-DSSSF-010	
<b>Project Description:</b> Pursuant to Section 57.278 RSMo, the Deputy Sheriff Salary Supplementation Fund (DSSSF) was created in 2008 and consists of money collected from charges for service rendered by county sheriffs under subsection 4 of Section 57.280 RSMo.  This Subaward shall be used solely to supplement the salaries, and employee benefits resulting from such salary increases (where included in the approved budget), of county deputy sheriffs.  The DSSSF program is administered by the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) created under Section 550.350 RSMo.			
<b>Subaward Total:</b> \$217,611.00	<b>CFDA Number and Name:</b> N/A		
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned Funding Opportunity.  The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
<b>Subrecipient Authorized Official (AO) Name:</b> Greg Haasty		<b>Subrecipient Project Director (PD) Name:</b> Tony Helms	
<b>Subrecipient AO Signature:</b> 	<b>Date:</b> 7/19/18	<b>Subrecipient PD Signature:</b> 	<b>Date:</b> 7-19-18
This Subaward shall be in effect for the duration of the project period listed above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the MoSMART Board.			
<b>Authorized Official, MoSMART</b>		<b>Subaward Date</b> 07/01/2018	

**PLANNING AND ZONING-** Commissioner Hasty stated we have three cases for today. Planning and zoning administrator announced the rules and procedures for today's meeting. Commissioner Thomas then made a motion to approve the minutes from planning and zoning for June 21, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**18-108 Mesa/Broken Arrow-Rezone B-2 to R-3-** Planning and zoning administrator stated the nature of the case. Commissioner Thomas stated we did have concerns with doing a blanket R-3 on this property because of the possibility to do condos etc., so they checked with the planning and zoning attorney. His recommendation was to do a base R-3, but with a CUP (conditional use permit) with a maximum of 25 units. Commissioner Hasty asked if the representative of the company present. The owner of the property is present and stated his name for the record as Dustin Wisecup. Dustin stated he loves the idea of single-family homes and does not intend to build condominiums. Some limitation is fine by him. Commissioner Thomas then made a motion to approve the base zoning to an R-3 zoning with a mandate that it to be remanded to planning and zoning commission for a CUP. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes). Commissioner Hasty also stated the commission authorizes a construction permit for the first unit.

**18-134 PB&J Capital LLC- Rezone R-3 to B-2-** Planning and zoning administrator stated the nature of the case and states this property is known as Swiss Village. Commissioner Thomas asked what the vote was. Planning and Zoning stated it was originally tabled and then both properties was anonymously approved. Brent Woods the owner of the property stated this is for the property across the street and to expand the parking. Commissioner Hasty asked if anyone else is present in opposition or favor. No one else is present. Planning and zoning administrator asked that the CUP is approved your just approving the zoning. Commissioner Thomas stated with that I would make a motion to approve the R-3 to B-2 rezone. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).



**18-237 L&R Development, LLC- Rezone B-2 to R-1-** Planning and zoning administrator stated the nature of the case is to bring the house into conformity. Commissioner Hasty asked if the application is present. Ron Slater is representing L & R Development. Commissioner Williams asked where this property is located. Ron stated this was the old caddy shack. Commissioner Thomas asked what the vote was. Planning and zoning administrator stated five of five as one abstained due to conflict. Commissioner Hasty asked if anyone is present in opposition. None present. Commissioner Williams made a motion to approve the R-3 to B-2 rezone. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

Commissioner Williams made a motion to go to into recess at 10:40 A.M. until close session at 1:00 P.M. Commissioner Thomas seconded the motion.

**CLOSED SESSION RSMo. 610.021 (1)** - Commissioner Thomas made a motion to go out of recess into open session. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Commissioner Thomas then made the motion to go into closed session. Commissioner Williams seconded the motion. Roll call is taken, Commissioner Hasty (Aye), Commissioner Thomas (Aye), and Commissioner Williams (Aye). Closed session begins at 1:00 P.M. Commissioner Williams made a motion to go out of closed session at 2:07 P.M. Commissioner Thomas seconded the motion. Roll call is taken to go out of closed session, Commissioner Hasty (Aye), Commissioner Thomas (Aye), and Commissioner Williams (Aye). The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

**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 2:08 P.M.

Ordered that the Commission adjourn until Wednesday July 25, 2018

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*Greg Hasty, Presiding Commissioner*

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*Melissa Peters Benefits Coordinator*