

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Thursday 07/18/2024

The Camden County Commission met with Presiding Commissioner Ike Skelton, First District Commissioner James Gohagan and Second District Commissioner Don Williams was absent.

## Meeting Agenda

Commissioner Skelton used privilege of the chair to arrange the agenda so that items 2, 3, and 4 be discussed before the Planning and Zoning hearing began. Commissioner Gohagan made a motion to approve today's amended agenda. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye). Session opened at 10:00 A.M.

## Prior Minutes

Commissioner Gohagan made a motion to approve July 16, 2024 meeting minutes. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

## New Business

**Macks Creek School District MOU w/ Sheriff's Office for Services-** This is an annual MOU between the Macks Creek School District and the Camden County Sheriff's Department. Terri Karius, Office Administrator, stated there were no changes to the MOU from prior years when asked by Commissioner Skelton. Commissioner Gohagan made a motion to approve the MOU with Macks Creek School and the Sheriff's Department for a School Resource Officer. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

(see MOU on next page)

**MEMORANDUM OF UNDERSTANDING  
MACKS CREEK R-V SCHOOL DISTRICT  
School year 2024 - 2025**

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" is an individual enrolled in the Macks Creek R-V School District.
2. "Juvenile" is an individual under the age of eighteen years of age.
3. "Minor school-based offense" refers to the following violation of the Revised Statutes of Missouri (RSMo.)
  - A. Peace Disturbance: As defined in Section 574.010, RSMo,
    1. A person commits the offense of peace disturbance if he or she:
      - (1) Unreasonably and knowingly disturbs or alarms another person or persons by:

- (a) Loud noise; or
- (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) Is in a public place or on private property of another without consent and purposely causes inconvenience to another person or persons by unreasonably and physically obstructing:

- (a) Vehicular or pedestrian traffic; or
- (b) The free ingress or egress to or from a public or private place.

2. The offense of peace disturbance is a class B misdemeanor upon the first conviction. Upon a second or subsequent conviction, peace disturbance is a class A misdemeanor. Upon a third or subsequent conviction, a person shall be sentenced to pay a fine of no less than one thousand dollars and no more than five thousand dollars.

B. Trespass: As defined in Section 569.140, RSMo,

- 1. A person commits the offense of trespass in the first degree if he or she knowingly enters unlawfully or knowingly remains unlawfully in a building or inhabitable structure or upon real property.
- 2. A person does not commit the offense 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:
  - (1) Actual communication to the actor; or
  - (2) Posting in a manner reasonably likely to come to the attention of intruders.
- 4. The offense of trespass in the first degree is a class B misdemeanor, unless the victim is intentionally targeted as a law enforcement officer, as defined in section 556.061, or the victim is targeted because he or she is a relative within the second degree of consanguinity or affinity to a law enforcement

officer, in which case it is a class A misdemeanor. If the building or real property is part of a nuclear power plant, the offense of trespass in the first degree is a class E felony.

C. Assault, Third Degree: As defined in Section 565.054, RSMo,

1. A person commits the offense of assault in the third degree if he or she knowingly causes physical injury to another person.
2. The offense of assault in the third degree is a class E felony, unless the victim of such assault is a special victim, as the term "special victim" is defined under section 565.002, in which case it is a class D felony.

D. Stealing- Penalties: As defined in Section 570.030, RSMo,

1. A person commits the offense of stealing if he or she:
  - (1) Appropriates property or services of another with the purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion;.....

*(Please refer to the statute for additional information and related penalties.)*

E. Drinking or Drunkenness in a Prohibited Place: As defined in Section 574.075, RSMo,

1. A person commits the offense of drunkenness or drinking in a prohibited place if 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,

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.

3. A person is presumed to be fleeing a vehicle stop if he or she continues to operate a motor vehicle after he or she has seen or should have seen clearly visible emergency lights or has heard or should have heard an audible signal emanating from the law enforcement vehicle pursuing him or her.

4. It is no defense to a prosecution pursuant to subsection 1 of this section that the law enforcement officer was acting unlawfully in making the arrest. However, nothing in this section shall be construed to bar civil suits for unlawful arrest.

5. The offense of resisting or interfering with an arrest is a class E felony for an arrest for a:

(1) Felony;

(2) Warrant issued for failure to appear on a felony case; or

(3) Warrant issued for a probation violation on a felony case.

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: As defined in Section 574.085, RSMo,

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

(1) Any church, synagogue or other building, structure or place used for religious worship or other religious purpose;

(2) Any cemetery, mortuary, military monument or other facility used for the purpose of burial or memorializing the dead;

(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 rented 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;

(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; or

(7) Any public monument or structure on public property owned or operated by a public entity.

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.

H. "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 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).

- I. "Mary Dickerson Juvenile Justice Center" or "MDJJC" is a secure detention facility located in Camdenton, Missouri. If detention is authorized by a -Deputy Juvenile Officer, or by the Court, a juvenile may be temporarily confined in a secure detention facility pending a hearing.
- J. "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

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 sanction, 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 Handbook for Elementary School and/or the Macks Creek R-V Junior High and High School Student Handbook.

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 to 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's Office 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 CRO 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 R-V Employee Policies per the Handbook. If for any reason the current SRO is no longer able to conduct his duties as SO and there is need to replace the officer, the Camdenton School Superintendent, building principal, and the Camden County Sheriff (or their respective designees) will jointly agree on the replacement SRO.

6. Cost to Macks Creek R-V School District

<b>Cost of Employee to Camden County Sheriff's Department</b>	
Gross Wages	\$48,899.76
Insurance - Health	\$ 6,198.00
Insurance – Life	\$ 71.92
Retirement	\$ 3,858.00
Workers' Comp	\$ 1,424.00
Uniforms	\$ 720.00
Guns	\$ 800.00
Training	\$ 2,000.00
Vehicle	\$17,000.00
Fuel	\$ 3,500.00
Automotive Insurance	\$ 600.00
Total:	\$85,071.68

The Macks Creek R-V School District will be responsible for \$48,899.76 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 Office.

7. 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.

#### **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:

- a. The age and maturity of the student involved.
- b. Whether the incident involved the use or threatened the use of a weapon
- c. Whether the incident involved sexual misconduct or allegations of sexual misconduct.
- d. The nature and severity of the conduct.
- e. 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.

The parties agree that in accordance with Missouri law and the 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 in 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 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 the 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 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 8, 2024 and shall remain in full force and effect until such time as the MOU is modified or terminated by either party.

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 service 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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent Dr. Joshua Phillips  
Macks Creek R-V School District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tony Helms, Sheriff

CAMDEN COUNTY MISSOURI

Signed this \_\_\_\_ day of May, 2024.

By: \_\_\_\_\_  
Ike Skelton, Presiding Commissioner

Commissioners ATTEST:

By: \_\_\_\_\_  
Rowland Todd, Camden County Clerk

**Resolution 07182024 Lighthouse Property-** This resolution was drafted to give Presiding Commissioner Ike Skelton the signing authority to complete any documents needed for the closing/purchase of real estate property (Lighthouse Property). Commissioner Gohagan made a motion to adopt resolution 07182024. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

**RESOLUTION NO. 07182024**

**KNOW ALL MEN BY THESE PRESENTS:**

**NOW ON THIS 18<sup>th</sup> day of July, 2024** the County Commission for Camden County, Missouri met in regular session to discuss, review and formally adopt this Resolution regarding authority to execute documents for purchase of real estate.

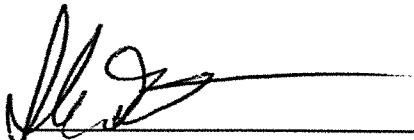
**WHEREUPON**, the Camden County Commission having previously agreeing to negotiate and having entered into a contract for the purchase of the real estate located contiguous to the Camden County government center, commonly known as the "Lighthouse Property"; and,

**WHEREUPON**, it is necessary to have clear direction from Camden County Commission who has the authority to sign or otherwise execute all closing documents associated with said purchase; and


**WHEREUPON**, on Motion duly made, seconded and passed, the following Resolution was adopted:

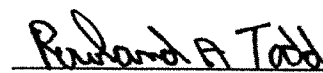
**THEREFORE, BE IT RESOLVED:** That the Camden County Presiding Commissioner, Ike Skelton, shall have full authority to sign and execute any and all contracts, statements and other documents necessary for the purchase of said real estate, including all closing statement or other necessary documentation to complete said transaction; and

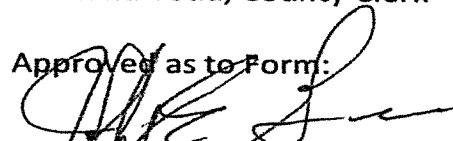
This Resolution shall be effective immediately from and after the date first above written.

  
\_\_\_\_\_  
Ike Skelton, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
James Gohagan, 1<sup>st</sup> Dist. Commissioner

  
\_\_\_\_\_  
Rowland Todd, County Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Jeffrey E. Green, County Attorney

\_\_\_\_\_  
Don Williams, 2<sup>nd</sup> Dist. Commissioner

**Bid Award- Juvenile Justice Center- Generator-** Stacy Roberts and Brandy Shraugher were present to discuss which bid they wished the commission would choose for replacement of the generator at the Juvenile Justice Center. They expressed their desire to continue working with Sons of Thunder because they're local and have provided exceptional service in the past. Commissioner Gohagan made a motion to award Sons of Thunder's bid for replacement of the Juvenile Justice Center generator. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

**Planning & Zoning Hearing-** Planning & Permitting Assistant Administrator, Brent Hubbard, states the rules and procedures for today's preceding. Commissioner Gohagan made a motion to approve the Planning and Zoning agenda. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye). Commissioner Gohagan made a motion to approve the previous Planning and Zoning minutes from June 20, 2024. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

**1. PZ24-0062 Gearhart Rezone I-1 to R-1**

- a. There were zero parties in attendance to speak in favor or opposition. The P&Z board approved the rezone unanimously. Commissioner Gohagan made a motion to approve the rezone request. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

**2. PZ24-0063 Carroll Family Trust Rezone R-1 to B-2**

- a. Kenny Carroll, the applicant, was present to address the commission. He was able to show via GIS mapping that the property he owns right next to this lot is already zoned B-2 and he's just trying to make the zoning match. There were four parties present to speak in opposition to the request to rezone. Billie Hull spoke first and stated his concerns regarding the rezone is that the road is already very narrow and not in great condition. He's certain it could not withstand traffic if a large business/resort/bar would be built in this neighborhood. Gary Nordman was the second speaker in opposition; he stated he

just wouldn't be in favor of heavier traffic or a bar/resort being built that close to his home. Matt Harvey spoke in opposition. His concerns were in regard to higher traffic on their poor road. The final speaker in opposition was Penny Ricketts. She has lived in her home for over thirty years and claimed she was nervous of what kind of business could be opened in such close proximity to her home. Kenny Carroll was given the floor to speak and address some of those concerns stated. Commissioner Gohagan asked Mr. Carroll what his intentions were with the rezone of this lot and Mr. Carroll stated he did not have any current plans for the lot. What he would like to do is build the road up to county standards; would require those residential home owners to give up some footage on their properties to widen the road. Discussion was over at this point. The P&Z board approved this rezone by a 8/9 vote. Commissioner Gohagan made a motion to approve the rezone request. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

**3. PZ24-0065, 0066 Elite Property Mgt. LLC Rezone B-2 to R-1**

- a. Joseph Cardella (owner of Elite Property Mgt. LLC) requested the rezone to be able to build townhomes on these two lots. He stated that the lots all around him already have townhomes built on them. There were no parties in attendance to speak in opposition. The P&Z board voted to approve the rezone unanimously. Commissioner Gohagan made a motion to approve the rezone request. Commissioner Skelton seconded the motion. The motion passed by vote: Commissioner Gohagan (aye) and Commissioner Skelton (aye).

This concluded the Planning and Zoning hearing.

**Discussion with Joey McLiney-** Mr. McLiney presented a spreadsheet of data reflecting ways that he believes Camden County could be generating more revenue/saving more money. There were no votes taken on this matter.

**Adjourn:** With no further official business on the agenda, Commissioner Gohagan made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Skelton seconded the motion. The motion passed by vote:

Commissioner Gohagan (aye) and Commissioner Skelton (aye). Session closed at 11:23 A.M.

Ordered that the Commission adjourn until further notice.

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*The Skelton, Presiding Commissioner*

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*Jordan Stanton, Admin. Assistant*