

**Board of Aldermen Meeting
April 16, 2024 at 6:00 PM**

The Mayor and Board of Aldermen will hold the regular monthly meeting in the Betty Brazelton Community Center at 707 Oak Street to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Tentative Agenda

- 1. Call to Order** Pledge of Allegiance to the American Flag
- 2. Roll Call**
- 3. Approve Agenda**
- 4. Minutes**
 - A. March 19, 2024 Regular Meeting**
- 5. Certify April 2, 2024 Election**
- 6. Old Board Sine Die**
- 7. Oath of Office to Newly Elected Officials – City Clerk**
 - A. South Ward Alderman – Donnie Quinn**
 - B. North Ward Alderman – Porter Hensen**
- 8. New Board Convenes**
- 9. Appoint Mayor Pro Tem**
- 10. Appoint of Board of Alderman Member to Planning Commission**
- 11. Appointment of the Board of Alderman Member Representative to the Chamber of Commerce**
- 12. Discussion of Street Improvements – Scott McDonald**
- 13. March Financial Report**
- 14. March Invoice/Check Listing**
- 15. Reports**
 - a. Water System Report – Jeff Jones, Decker Construction
 - b. Police Report – Dave Speiser
 - c. Public Works Report – Dennis Hudson
 - d. City Administrator Report – Bob Burns
- 16. Review/Approve Water and Wastewater Rates**
- 17. Review/Approve Zoning Changes Recommended by Planning Commission**
- 18. Review/Approve Mutual Aid Agreement with the County**
- 19. Review/Approve Municipal Court Date**
- 20. Discussion of Prohibiting Retail Sales of Recreational Marijuana**
- 21. Public Participation**
- 22. Mayor Comments**
- 23. Aldermen Comments**
- 24. Adjourn** Bob Burns, City Administrator Posted April 12, 2024

BILL _____

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LATHROP, MISSOURI TO AUTHORIZE AN INCREASE IN WATER RATES EFFECTIVE WITH THE MAY 2024 METER READING TO HELP OFFSET WHOLESALE WATER RATE INCREASE AND AN INCREASE IN OPERATING COSTS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LATHROP, MISSOURI, AS FOLLOWS:

WHEREAS, the Board of Aldermen finds it necessary to increase water rates to cover the increased cost of water purchased from the Kansas City Water Services Department and an increase in the operating costs; and

WHEREAS, the Board of Aldermen desires that the City of Lathrop maintain a sound financial condition for the water system; and

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Lathrop, Missouri, as follows:

Section 1 Section 700.020 of the City Code of Lathrop, Missouri, is hereby amended by repealing subsection A. thereof and inserting the following in its place:

A. Water rates should be as Follows:

Water metered within the City Limits –

First 1000 Gallons	Over 1000 Gallons	Surcharge
\$13.39	\$10.77 per 1000 Gallons	\$0.00

Water metered outside the City Limits –

First 1000 Gallons	Over 1000 Gallons	Surcharge
\$15.80	\$11.62 per 1000 Gallons	\$18.00

Section 2 Effective Date. This Ordinance shall be in full force and effect from and after the day of its passage and approval.

READ TWO TIMES and passed by the Board of Aldermen of the City of Lathrop, Missouri, this 16th day of March 2024.

Jennifer Morrison, Mayor

Date _____

ATTEST:

Susie Freece, City Clerk

Date _____

BILL _____

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LATHROP, MISSOURI TO AUTHORIZE AN INCREASE IN WASTEWATER RATES EFFECTIVE WITH THE MAY 2024 METER READING TO HELP OFFSET AN INCREASE IN OPERATING COSTS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LATHROP, MISSOURI, AS FOLLOWS:

WHEREAS, the Board of Aldermen finds it necessary to increase wastewater rates to cover the increase in the operating costs; and

WHEREAS, the Board of Aldermen desires that the City of Lathrop maintain a sound financial condition for the wastewater system; and

NOW THEREFORE, be it ordained by the Board of Aldermen of the City of Lathrop, Missouri, as follows:

Section 1 Section 705.090 of the City Code of Lathrop, Missouri, is hereby amended by repealing subsection C. thereof and inserting the following in its place:

C. Monthly Charges. The minimum charge per month shall be \$17.00 which will include the first 1,000 gallons on water usage. In addition, \$8.60 per 1,000 gallons of water in excess of the first 1,000 gallons per month.

Section 2 Effective Date. This Ordinance shall be in full force and effect from and after the day of its passage and approval.

READ TWO TIMES and passed by the Board of Aldermen of the City of Lathrop, Missouri, this 16th day of March 2024.

Jennifer Morrison, Mayor

Date _____

ATTEST:

Susie Freece, City Clerk

Date _____

BILL _____

ORDINANCE _____

AN ORDINANCE CLARIFYING THE USES PERMITTED IN T-1 ZONING DISTRICTS IN THE CITY OF LATHROP, MISSOURI

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF LATHROP, MISSOURI AS FOLLOWS:

Section 1. Section 400.310 of the City Code of Lathrop, Missouri, is hereby deleted, and the following is substituted in its place:

Section 400.310. District “T-1.”

In Zoning District T-1, no building or premises shall be used and no building shall hereafter be erected or altered except for one or more of the following uses:

1. Any use permitted in an R-2 Multiple Family Residential District.
2. Manufactured home or mobile home.
3. Tourist camp or trailer camp.
4. Accessory buildings or uses.

Section 2. Section 400.020 of the City Code of Lathrop, Missouri, is amended by adding the following defined term to the alphabetical list contained therein:

MANUFACTURED HOME -- A dwelling unit substantially assembled in an off-site manufacturing facility for installation or assembly at the dwelling site, bearing a label certifying that it was built in compliance with the National Manufactured Home Construction and Safety Standards (24 CFR 3280 et seq.) promulgated by the U.S. Department of Housing and Urban Development. Such structure is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site, does not have any wheels or axles permanently attached to its body or frame, and is installed on a permanent foundation.

Section 3. Section 400.020 of the City Code of Lathrop, Missouri, is amended by removing the defined term **MOBILE EQUIPMENT OR TRAILER** , and adding the following defined term to the alphabetical list contained therein:

MOBILE HOME or TRAILER: Any dwelling which may be driven, towed, propelled, or readily moved from one location to another, without change in structure or design, whether or not the same be supported by wheels or axles, designed or used as living or sleeping quarters by any person.

Section 4. Section 400.180 of the City Code of Lathrop, Missouri, is hereby amended by deleting subsection I and adding the following in its place:

I. Mobile and Manufactured Homes. No mobile home or manufactured home is permitted except in T-1 Districts.

Section 5. This ordinance shall go into effect immediately after its passage by the Board of Aldermen of the City of Lathrop, Missouri.

READ TWO TIMES and passed by the Board of Aldermen of the City of Lathrop, Missouri, this ____ day of _____, 2024.

Mayor

Date

ATTEST:

City Clerk

Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE CITY OF LATHROP, MISSOURI AND CLINTON COUNTY, MISSOURI FOR THE PURPOSES THE INTERLOCAL AGREEMENT FOR MUTUAL POLICE AID AND COOPERATION

WHEREAS, It is shown to the Board of Alderpersons that:

- (1) Pursuant to §44.090 R.S.Mo the executive officer of any political subdivision may enter into mutual-aid arrangements or agreements with other public and private agencies within and without the state for reciprocal emergency aid. Such arrangements or agreements shall be consistent with the state disaster plan and program and the provisions of section 70.837, RSMo, and section 320.090, RSMo. In time of emergency it shall be the duty of each local organization for emergency management to render assistance in accordance with the provisions of such mutual-aid arrangements or agreements.
- (2) Pursuant to § 70.815 R.S.Mo. the governing body of any political subdivision may provide for police services by one political subdivision *to another on request, with* Officers providing police services in another jurisdiction having the same powers of arrest as officers of the requesting political subdivision, and the same immunity as if acting within their own jurisdiction.
- (3) Pursuant to § 70.820, the governing body of any political subdivision may allow a law enforcement officer to have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer's authority is derived.
- (4) That the City of Lathrop, Missouri has proposed an Agreement in the Form of Exhibit1 attached hereto which is agreeable to Clinton County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LATHROP, MISSOURI AS FOLLOWS:

The Interlocal Agreement for Mutual Police Aid and Cooperation with the City of Lathrop, Missouri, and Clinton County, Missouri the form of Exhibit 1 attached hereto is hereby approved. The Chief of Police and Mayor are authorized and directed to execute said Memorandum of Understanding on behalf of the City.

PASSED THIS ____ DAY OF _____ 20 ____.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

INTERLOCAL AGREEMENT FOR MUTUAL POLICE AID AND COOPERATION

THIS AGREEMENT is made and entered between the City of Lathrop, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as "City", and the Clinton County, Missouri, a political subdivision in the State of Missouri, hereinafter referred to as "County." These parties shall also be referred to as "Jurisdictions".

WHEREAS, in the interests of public welfare, it is necessary and desirable that local jurisdictions within Clinton County should voluntarily aid and assist each other regarding the provision of police protection to their citizens; and

WHEREAS, in the interests of public welfare, it is necessary and desirable to modify current artificial territorial barriers to the exercise of law enforcement authority; and

WHEREAS, contracts for mutual police aid between municipalities are authorized under the provisions of Sections 44.090, 70.815, 70.820 and 70.837 R.S.Mo., including but not limited to authority to respond in emergencies and non-emergencies, cooperate, to respond to emergencies outside jurisdictions and allowing for extraterritorial powers of arrest and immunity, etc.

IT IS MUTUALLY AGREED, between City and County as follows:

DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

1. "Responding Agency means an Agency who has subscribed to this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Party Agency pursuant to the terms and conditions of this Mutual Aid Agreement.
2. "Requesting Agency" means an Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Mutual Aid Agreement.

PART ONE: MUTUAL AID

1. When requested, each jurisdiction agrees to furnish such personnel, resources, and facilities as are reasonably necessary to assist any other jurisdiction in matters relating to law enforcement. Upon receipt of such a request, the commanding officer of the Responding Agency shall immediately take the following action:
 - a. Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of

the equipment and number of personnel available.

- b. Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency.
2. Participation in this Mutual Aid Agreement is purely voluntary and at the sole discretion of the Responding Agency. No jurisdiction shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid. Each individual jurisdiction shall have complete authority and control over the decision as to whether or not it is able to provide mutual police aid pursuant to any request therefore. No Responding Agency shall be liable to another Party Agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under this Mutual Aid Agreement, except to make payment as specified in this Mutual Aid Agreement.
3. It is expressly understood that the responsible local officer of the Requesting Agency shall remain in command at such incident; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the Responding Agency unless the Requesting Agency specifically requests that another Agency fulfill this responsibility. The personnel and equipment of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operation as soon as conditions warrant.
4. Whenever any police officer of one of the Responding Agency dies, is injured or disabled from performing the officer's duties by reason of engaging in the apprehension or attempted apprehension of law violators, or suspected law violators, or protection or preservation of life or property, or the preservation of the peace within the jurisdiction in which the mutual aid is being rendered, but is not at the time acting under the immediate direction of the officer's employer, the officer or the officer's dependents shall be accorded by the officer's employer the same benefits which the officer or the officer's dependents would have received had that police officer been acting under the immediate direction of the officer's employer.
5. The mutual police aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

6. The jurisdictions agree to develop standard operating procedures in regard to their mutual police aid. Agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

PART TWO: EXTRATERRITORIAL AUTHORITY

Pursuant to the terms of Sections 44.090, 70.815, 70.820 and 70.837 R.S.Mo., each jurisdiction does hereby consent to the exercise of enforcement powers by commissioned officers of each of the other jurisdictions within the corporate limits of the consenting jurisdiction as follows:

1. Such officers may exercise all lawful enforcement authority and powers in regards to traffic violations, both criminal and civil/municipal infractions. This authority may be exercised without prior notification, except as required by joint operating procedures. Any mutual exercise of such authority shall be reported to the jurisdiction within which the actions are taken within a reasonable time by copy of the incident report prepared in the ordinary course of business for the other jurisdiction.
2. Such officers may exercise all lawful enforcement authority and powers in regards to non-traffic criminal matters. This authority shall be limited to matters reasonably related to criminal activity or suspected criminal activity in the jurisdiction of such officers. Prior notice of the actual exercise of such enforcement powers shall be given to the jurisdiction within which the actions are taken unless impossible or impractical under the circumstances of the case. Any actual exercise of such authority shall be promptly reported to the jurisdiction within which the actions are taken by copy of the incident report prepared in the ordinary course of business for the other jurisdiction. Additional information regarding such exercise of authority shall be provided promptly upon request.
3. Nothing in this PART TWO shall be interpreted as limiting any law enforcement authority granted to any jurisdiction under the terms of any general law or agreement. Nothing in this agreement shall be interpreted as limiting any law enforcement authority granted under any interjurisdictional arrangement for multiple commissioning of officers, such as any drug enforcement task force or other similar endeavor.

PART THREE: ADDITIONAL PROVISIONS

1. This agreement shall be effective on the ____ day of _____, 20_____, and shall automatically renew from year to year unless otherwise modified or terminated as provided herein.
2. The purpose of this agreement is to improve law enforcement within the respective jurisdictions by facilitating mutual aid and assistance and by modifying artificial territorial barriers.

3. It is not contemplative that any jurisdiction shall incur a financial obligation as a result of this agreement and no budget is necessary therefore.
4. This agreement may be terminated in whole or in part by any jurisdiction in relation to all other jurisdictions or any of them upon 60 days written notice to all other jurisdictions. Such notice shall state the reason for said termination. All property acquired by any jurisdiction pursuant to its law enforcement endeavors shall remain the property of that jurisdiction upon full or partial termination of this agreement.
5. This agreement shall be administered jointly by the chief law enforcement officer of the respective jurisdictions.
6. It is not contemplated that any property, real or personal, will be acquired by any jurisdiction SEPARATELY or jointly as a result of this agreement. No separate Fund shall be established, and no legal entity is created.
7. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Missouri jurisdiction and venue for any action arising out of this Agreement shall be Clinton County, Missouri.
8. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
9. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
10. Each Agency agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold every other party to this agreement and said parties, officers, agents, and employees harmless from such liability and to waive any liability legal claims that parties to this agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this agreement. However, in any lawsuit brought against any other parties to this agreement or against their officers, agents, or employees by persons or entities not signatory to this agreement, then none of them shall be limited in their legal rights to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Missouri to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.
11. Condition Precedent: this Interlocal Agreement for Mutual Police Aid and Cooperation shall be null and void and of no effect unless and until the City and

the County have by Ordinance, obtained the authority to enter into this Agreement.

12. After the Condition Precedent has been satisfied this Interlocal Agreement for Mutual Police Aid and Cooperation shall be effective immediately upon execution by both parties.

CITY OF LATHROP, MISSOURI

By: _____ Date _____
Chief of Police

By: _____ Date _____
Mayor

CLINTON COUNTY, MISSOURI

By: _____ Date _____
Sheriff

By: _____ Date _____
Presiding Commissioner