

The Seymour Board of Alderman met for a regular meeting at 6:00 pm on Tuesday, June 7, 2016 in the Seymour City Hall Board Room, 123 West Market Street.

Meeting called to order by Mayor Ken Owens.

Roll call: Charlie Ivy, Dean Rowe, Jim Ashley, Grady Bennett arrived at 6:10 p.m.

Also present was City Administrator Sam Burt, City Attorney Paul Link, Supervisor Mitch Plummer, Police Officer Chase Davis, City Clerk Leslie Houk.

### Old Business

#### Approval of Minutes

A motion was made by Ivy/Rowe to approve the minutes as written. Ayes: All. Nays: None.

### New Business

#### Approval of Bills

A motion was made by Ashley/Ivy to approve the bills. Ayes: All. Nays: None.

### Seymour Community Development Association

Sheila Sturdefant gave an update on behalf of the Seymour Community Development Association. See attached memo.

ORDINANCE NUMBER 728 AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR OF THE CITY OF SEYMOUR, MISSOURI, ON BEHALF OF SAID CITY TO ENTER INTO, A POWER SUPPLY AND ADMINISTRATION AGREEMENT AMONG MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION AND THE CITY AS A MEMBER OF THE MID-MISSOURI MUNICIPAL POWER ENERGY POOL.

A motion was made by Ivy/Bennett to accept the first reading of Bill # 2016-728 Ordinance # 728. An ordinance approving, and authorizing the Mayor of The City of Seymour, Missouri, on behalf of said city to enter into, a power supply and administration agreement among Missouri Joint Municipal Electric Utility Commission and the city as a member of the Mid-Missouri Municipal Power

Energy Pool. Ayes: All. Nays: None. The following roll call vote was recorded. Ayes: Bennett, Ivy, Rowe, Ashley. Nays: None.

A motion was made by Bennett/Ivy to accept the second and final reading of Bill # 2016-728 Ordinance # 728. An ordinance approving, and authorizing the Mayor of The City of Seymour, Missouri, on behalf of said city to enter into, a power supply and administration agreement among Missouri Joint Municipal Electric Utility Commission and the city as a member of the Mid-Missouri Municipal Power Energy Pool. Ayes: All. Nays: None. The following roll call vote was recorded. Ayes: Bennett, Ivy, Rowe, Ashley. Nays: None.

ORDINANCE NUMBER 729 AN ORDINANCE RATIFYING AND CONFIRMING THE CHANGE IN ZONING OF PROPERTY OWNED BY VICTORIA L. (KNIFONG) TALLEY FROM R-1 TO B-2 ZONE.

A motion was made by Bennett/Ivy to accept the first reading of Bill # 2016-729 Ordinance # 729. An ordinance ratifying and confirming the change in zoning of property owned by Victoria L. (Knifong) Talley from R-1 to B-2 zone. Ayes: All. Nays: None. The following roll call vote was recorded. Ayes: Bennett, Ivy, Rowe. Nays: None. Abstain: Ashley

A motion was made by Ivy/Rowe to accept the second and final reading of Bill # 2016-729 Ordinance # 729. An ordinance ratifying and confirming the change in zoning of property owned by Victoria L. (Knifong) Talley from R-1 to B-2 zone. Ayes: All. Nays: None. The following roll call vote was recorded. Ayes: Bennett, Ivy, Rowe. Nays: None. Abstain: Ashley

Supervisor Report-Mitch Plummer

See Report.

Administrator's Report-Sam Burt

See Report

Mayor's Report-Mayor Ken Owens

Nothing to Report

City Attorney Report-Paul Link

Nothing to Report

Aldermen's Report

Alderman Grady Bennett asked if the class 2 rubber gloves and sleeves are ordered.

Alderman Grady Bennett asked if we got anywhere on the other utilities that are attached to our poles.

A motion was made by Ivy/Ashley to take a 10-minute break and go into executive session. Ayes: All. Nays: None.

The reason for executive session is Personnel and Real Estate.

A motion was made by Ivy/Bennett to go back into open. Ayes: All. Nays: None.

A motion was made by Bennett/Ivy to hire Bob Paudert as a Law Enforcement Consultant for the Police Department not to exceed \$50.00 an hour. Ayes: All. Nays: None.

A motion was made by Bennett/Ivy to adjourn. Ayes: All. Nays: None.

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Mayor Ken Owens

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City Clerk Leslie Houk

The Seymour Board of Alderman met for a special meeting at 6:00 pm on Thursday, June 16, 2016 in the Seymour Missouri City Hall Board Room, 123 West Market Street.

Meeting called to order by Mayor Ken Owens.

Roll call: Grady Bennett, Charlie Ivy, Dean Rowe, and Jim Ashley.

Attendance: City Administrator Sam Burt, Fire Chief Shawn Crump, Crystal Reynolds with Pinnacle Consulting, City Clerk Leslie Houk.

The purpose for this special meeting is to study the proposed budget for fiscal year 2016-2017.

A motion was made by Ashley/Rowe to adjourn. Ayes: All. Nays: None.

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Ken Owens, Mayor

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Leslie Houk, City Clerk

## City Council Meeting 6-7-16

Introduce our group – SCDA Seymour Community Development Association and all members that are present at the meeting.

We are here to ask the City "How can we help you? What can we do to help see our town grow?"

Our goals for our group are to work with the city in any way we can to help bring in new business, help promote beautification of the town, get grants for updating the city square and park and help bring new life back to our town.

In years past, Seymour was known as the City of Flowers, so we want to bring this back in helping to beautify our community and dress up the town. We have gone to Baker Creek Seed Company and they have provided our group with 100 seed packets of different types of red flowers. Our goal with this project is to go to the businesses on the square and hand these out to them, and then at Let Freedom Ring event this month, we will have a table where we will hand them out to Seymour residents and let them know about this being known as the City of Flowers and that we want to spruce up our town.

With this being said, we are also starting back up the Yard of the Month program that used to be promoted years ago. Each month we will have a committee member go around Seymour and choose 3 yards that are well manicured. She will then bring these to the committee where we'll choose one winner for that month. The winner will receive a Yard of the Month sign in their yard, a gift certificate to a local business, as well as an article in the paper for their accomplishments. We are hoping with this program to entice other people in Seymour to clean up their yards and keep them looking great, no matter what time of year it may be. We will start this program this month.

Our group has also introduced the new Seymour-Opoly game boards that lists many of our local businesses on the board and helps our residents to know where to shop local here in town.  
[take a game with us to the meeting]

### ~~Neighborhood Watch~~

We understand there's a Seymour Park Board, but we don't see it on your website or find anything online about it. Is this board still in affect and if not, how can we help to get this back in place?

We want to thank you for your time and for your service to our community. We understand many times it is a thankless job, but we want you to know that we are here to help and we want to make Seymour a better place to visit and to bring tourists and businesses in to.

the Division of Health, was completed in 1950. With this improvement there has been a modernization in many homes and business places.

The entire electric distribution system within the city was purchased by the city in 1953. A city utility board has been created which has charge of the waterworks, sewers and the electric system.

Seymour's homes, schools, churches and business houses compare favorably with those of cities of equal or greater population in this great state of Missouri.

See pictures on pages 128-129.

### SEYMOUR WINS TITLE: "CLEANEST CITY IN THE OZARKS"

*Article  
by A.H. Kindrick*

In 1927 and 1928 the Ozark Playground Association promoted a contest among the towns in the Ozarks for the cleanest and best kept town in the Ozarks region. The association appointed Chas. H. White to have charge of the campaign in Seymour. His executive committee was composed of Mrs. James McMahan, W. T. Rhodes, Lon Watson, Mrs. R. C. White, Mrs. Stella B. Trimble, Mrs. J. W. McGinnis, Mrs. Carl Vollenweider and Chas. White served as chairman.

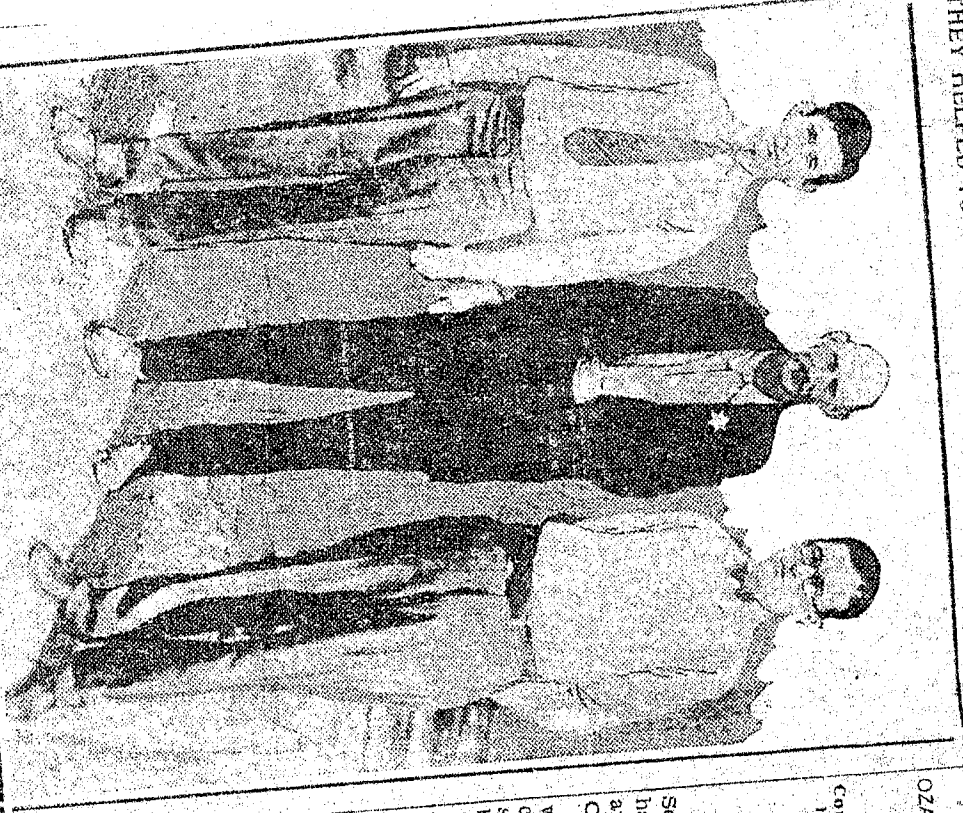
The committee appointed a captain for each block in the city and a local contest between the different blocks was sponsored. Seymour won second place in 1927 and in 1928 won first place, thus being designated, "Seymour, the Cleanest City in the Ozarks."

Since that time Seymour has continued to have a "clean-up and fix-up" campaign, sponsored by various organizations. The last few years it has been sponsored by the Seymour Garden Club of which Mrs. Alice Search is president.

Chas. H. White has been chairman of the campaign several years, and each year the campaign organization follows the same plan as that used originally. A judging committee inspects every place in town several times a year, and an award is made to those who meet the requirements of cleaning. A poster is erected in the front yards of those winning awards.

Three years ago Mrs. Search gave a mimosa tree to each home and now Seymour is a town of mimosas.

THEY HELPED TO WIN BEAUTY TITLE FOR SEYMOUR, MO.



Seymour, Mo., is called the cleanest and most beautiful town in the Ozarks for 1928 by the Ozark Playground Association. Above are pictured R. E. McMaham, mayor; W. F. Shively, city marshal, and Charles H. White, chairman of the clean-up campaign.

PRIDE IN TOWN'S BEAUTY

OZARK PLAYGROUND TITLE IS WON BY SEYMOUR, MO.

Community Club, with 500 members, gets the credit for clean-up campaign—flowers for Yacant lots.

(By The Star's Own Services)

SEYMOUR, Mo., Aug. 23.—Citizens of Seymour are jubilant for Seymour has just won the title "The Cleanest and Most Beautiful Town of the Ozarks."

The Ozark Playground Association was organized in 1927 to foster a clean-up campaign. The prizes consisted of one large electric sign to be placed in the winning city and two billboard signs to be placed at selected spots on the highway running through the town. In 1927 Seymour held second place and this year it took first.

The Seymour Community club, which has more than 500 members, fostered the movement here. It was carried on through the civic improvement department of the club. The town was divided between thirty-one captains, each having one block to care for. He had to keep the weeds cut and lawns mowed and maintain an 8-foot park lawn between sidewalk and street. The Community Club paid out

\$600 for hydrangea shrubs. Each premise in the city is to be repainted by at least two shrubs. The town is to be known as "The City of Hydrangeas."

The city park in the middle of the business district, is 300 feet square. It is well kept and has beds of flowers, some shrubs and 100 maple trees. The streets are well drained, graded and graveled. The Seymour water system kept the city park and lawns, shrubs and flowers well watered.

R. E. McMaham, mayor said it took co-operation of both citizens and organizations here to put Seymour in first place. Citizens of Seymour and community are to celebrate the winning of the city with a picnic Friday. The Boy Scout band of Springfield, Mo., will play.



*From the desk of Sam Burt, City Administrator June 7, 2016*

*DNR MEETING IN SPRINGFIELD*

*I attended a meeting to discuss the sewer needs of Seymour. Duane Ottmar, John Griechen and several representatives from DNR were present. The highlight of the meeting was the news that we can submit the UV portion of our project and should get approval. A more detailed report is forthcoming.*

*TRACTOR WITH BOOM MOWER*

*We discussed at our last council meeting the need to mow the ditches in town. I ask Mitch and John to find something reasonable to get this job done. Mitch found one on Craig's List for \$20K. Mitch talked with the owner and with Webster County that had owned it new and believed the unit to be good for our needs. I called each one of you for your opinion along with the Ken. Everyone was in favor so we have purchased the machine and unloaded at the shop yesterday. Cost \$18000*

*TV SCREEN FOR THE CONFERENCE ROOM*

*The purchase of this unit took place this week. Wal-Mart had the unit at a good price but sold out. They offered us last year's model at a better price. This screen will be used in conjunction with our GIS system that was approved last month.*

*ELECTRICAL CONTRACT QUESTION AND ANSWER*

*A question was asked about our ability to negotiate with other power sources during the term of the contract needing approval at this time. The answer from their attorney is attached.*

Sam

A handwritten signature in cursive script, appearing to read "Sam Burt", written over a horizontal line.





*From the desk of Sam Burt, City Administrator*

*DEPARTMENTAL PROGRESS REPORT*

*June 7, 2016*

*SEWER DEPARTMENT - John G & Roger*

05/28/2016,7:30pm Called by Phillip Cantrell , home owner On E. Anderson St., Person putting in his French Drain Hit a 1" inch Water line connecting the last four houses to the water system . Helped Water Dept Dig out and make repairs .

\*05/31/2016,Lab work , Check Lift Stations , Utility Reads & Disconnects , Finish welding and repair of Vac Truck Adapter , Weed Eat Lift Stations , Cut Brush off Electric Meters and Service lines WithLance , research replacement batteries for Craftsman 18 volt Drill\Driver & Flashlight set .

06/01/2016,Lab Work , Check Lift Stations , Deliver Weekly sample to CaSi Inc. ,

06/02/2016, Lab Work, Check Lift Stations , DNR meeting at SWRO , One Call Locates ,

06/03/2016,Lab Work, Check Lift Stations , One Call Locates ,Order Seal & Gasket Kit for 3"AMT

Trash Pump \$170.00 per Mitch from USA Bluebook , Price for another pump identical to ours is \$1825.00

*ELECTRIC DEPARTMENT - Mitch & Lance*

5/30 M day power at McDonalds lighting strike

5/31 Mitchell off Lance cut brush around poles

6/1 Lance off; talk with chuck; sewer plant to turn in work report; bids on brush hogs; call Ron Schrock-Tom carpenter-Mr. Electric about back up generators; Nathaniel Tomms-Tom Carpenter came and looked at project; dealt with Ron Cardwell crankie about sewer&water service (need locates refreshed) also he have to get own backhoe for his part wanted us to dig for him told him no; replace upstairs exit light; hang light on Stacy St.

6/2 go to Marshfield to look at boom tractor; get pictures off craig list of tractor for Sam; help unload cemetery trash cans; take cooper supply's to electric shop; fix lights at sewer plant; mark locates; connects; Tom Carp. take amp readings for generator; talk with summit gas about natural gas no close lines have to pay to construction of lines if they decide to do it;

6/3 Mr. Electric meeting; go talk to brook's gas about propane( have to talk with Gary Haney); Tom Carp. tell him might be propane; get trailer; go get boom tractor at Marshfield got stuck had to call wrecker \$135

John G price on new pump \$1800 its same as the other one; also ordered parts to fix one that's down around \$200

ball light waiting on steel bracket price from harry cooper light \$350 each  
need to talk about generator after I talk to Haney



*STREET DEPARTMENT - Chuck, JB, Toby & Stephen*

- Cut out drive and parking area at the Safe Room. Have to wait for the ground to dry out to finish.
- Helped Pud at Cemetery
- Scraped paint off of curb on North side of the square.
- Installed T.V. and wall bracket on wall in the board room.
- Installed new swings in play area at South Park
- Sprayed and weeded play area at South Park
- Installed new street signs along Clinton from McDonald's to the 4-way.
- Picked up trash and recyclables from the library.
- Hauled brush.
- Ordered signs for playground rules.
- Helped Pud with cutting limbs at cemetery.
- Mowed and trimmed.
- Fixed ditch at C St. and Pruitt.

*WATER DEPARTMENT - Pud*

- Cut limbs at the cemetery
- Hauled old flowers out from trash bin at the cemetery.
- Mowed under the South water tower.
- Ordered water supplies.
- Meter and service on Water Street

**WILLIAM D. STEINMEIER, P.C.**  
2031 TOWER DRIVE  
JEFFERSON CITY, MISSOURI (MO) 65109

**WILLIAM D. STEINMEIER**  
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June 5, 2016

**CONFIDENTIAL MEMORANDUM**  
**VIA EMAIL**  
**ATTORNEY-CLIENT PRIVILEGED**  
**ATTORNEY WORK PRODUCT**

**TO:** Sam Burt, City Administrator, City of Seymour

**CC:** Larry Sutton  
J. T. Hardy  
Hank Flageolle  
Ron Scheets  
Verbal Blakey, BHMG Engineers

**FROM:** William D. Steinmeier  
WILLIAM D. STEINMEIER, P.C.

**RE:** **Question from City of Seymour Concerning Shopping for Power in Less than Ten Years**

Via email on May 27, 2016, you asked the following:

One of my councilmen has asked about our city being able to negotiate with other power sources during the term of the contract. Is there going to be a problem in the future should Seymour seek to look into other power avenues during the contract? I would guess that the contract would deem such action a breach. If this is strictly prohibited could you please point that out to me in the contract. Our next meeting is coming up on the 7<sup>th</sup> of June and I know this question will be asked before the contract will be signed by the city. I want to make sure that I answer it correctly. Your help would be greatly appreciated.

I believe that your sense of the matter is exactly correct, as explained further below.

**Discussion:**

On May 17, 2016, at its meeting in St. Robert, Missouri, the Mid-Missouri Municipal Power Energy Pool (MMMPEP) approved a new Power Supply and Administration Agreement (“Power Supply Agreement” or “Agreement”) with the Missouri Joint Municipal Electric Utility Commission (MJMEUC). That contract must now be formally approved by the city council or board of aldermen of each of the MMMPEP Member Cities.

The Agreement is a full-requirements power supply agreement, meaning that each MMMPEP Member City shall receive all of its power supply resources (and related transmission and ancillary services) from MJMEUC under that Agreement for the duration of the Agreement (with the possible exception of certain City-owned or acquired renewable energy resources under Section 5.3).

Section 3.1 of the Agreement defines the full requirements service to be provided and accepted thereunder:

During the Service Term, MJMEUC shall provide, and each City shall take and pay for, Requirements Service. For each City, Requirements Service consists of (a) all capacity and energy needed by the City to supply all of the electrical needs of its retail customers and any internal use by the City (except as expressly provided in Sections 5.2 and 5.3), including transmission and distribution losses, (b) any transmission and ancillary services needed to deliver such capacity and energy to the AECI transmission system, and (c) service over transmission and distribution facilities owned by AECI and Sho-Me, and related ancillary services, necessary for delivery of energy to the City at the Point(s) of Delivery.

The term of the Agreement is ten (10) years, from June 1, 2018 through May 31, 2028. (Sections 2.2 and 2.3)

The point of entering into this Agreement for the MMMPEP Member Cities, as was the case with the existing Power Supply Agreement between MMMPEP and MJMEUC, is that the Member Cities have greater bargaining power as a group than as individual city utilities and, therefore, can obtain services at a better rate and with better conditions than would be possible for each Member City acting alone. (See, "Witnesseth" section on pages 1 and 2 of the Agreement.)

As is the case under the existing agreement, costs under the new Agreement are to be shared proportionally among the MMMPEP Member Cities in accordance with Article Nine of the Agreement..

For any MMMPEP Member City to secure its own power supply, apart from the Agreement, during the term of the Agreement would constitute a default on the Agreement. Presumably, the City securing its own power supply would stop paying MJMEUC under the Agreement, which would be a default under Section 15.1 (a), as would the City's refusal to receive power under the Agreement (Section 15.1 (c)). In the event of such a default, MJMEUC would have the right to terminate the Agreement as to the defaulting City, pursue mandatory arbitration with the defaulting City or go to court to seek specific performance of the Agreement.

In addition, the defaulting City would remain legally obligated to its payments under the Agreement. Section 15.3 states, in part:

. . . Notwithstanding any termination of a defaulting City under this Section 15.3, such City's obligation to make payments under this Agreement shall not be eliminated or reduced, and it shall remain liable to MJMEUC (and/or to the remaining Cities to the extent they have borne the costs as a result of their increased Cities' Percentages pursuant to Section 15.5 below) for all arrearages and stranded costs resulting from the City's default and/or termination. MJMEUC shall promptly provide notice of any such termination to all Cities.

Section 15.5 provides that, in the event of termination of the Agreement with respect to any defaulting City, that City may be deleted from Exhibits A and B of the Agreement and that City's costs under the Agreement may be allocated proportionally to the remaining MMMPEP Cities. That could give rise to a legal action by MMMPEP against the defaulting City for the costs shifted from the defaulting City to the remaining MMMPEP Cities.

I hope this information is useful to you and the City of Seymour. Please do not hesitate to contact me if you have any questions.

***Respectfully submitted,***

***/s/ William D. Steinmeier***

Mayor's Report  
May 31, 2016

Bob Crump, Emergency Management Coordinator

- Monitored incoming severe weather conditions on four different occasions during the month.
- Worked on LEPC plans, reports, and updates.
- Cleaned and safety check building and grounds to make sure facility was prepared if needed.
- Worked on various administrative tasks as associated with emergency management.
- Reviewed the county's EOP Annex I "Public Works Section" dealing with duties and responsibilities of this department when needed. Provided a copy of this section to city administrator for his review also.
- Met with city administrator to discuss steps that might be used to secure information to develop an emergency plan for the city which is more specific to the city that is not covered in the county EOP.

FYI: These are the sources that I use to monitor weather conditions during a possible event.

1. National Weather Service Rader
2. Amateur Radio (HAM)
3. WebEOC Boards
4. National Weather Service Chat live
5. Weather Nation