

Special Meeting Agenda*

NOTICE OF SPECIAL MONTHLY MEETING

Notice is hereby given that the Board of Aldermen of the City of Seligman, Missouri, will conduct a Regular meeting beginning at 6:30 P.M. on June 23rd, 2025, at City Hall, 29144 Main Street, Seligman, MO 65745.

****Discussion will be held to agenda items only****

The tentative agenda of the meeting includes:

Call to Order: Mayor Avers

- Vacant Alderman Seat
 - Review and discuss candidates
 - Elect candidate - majority vote
- MO DNR Bilateral Compliance Agreement
 - Review and discuss the agreement options presented by DNR.
- Water tower leak repair
 - Review repair bid

Complete Counsel Proposed ordinances and/or resolutions to be discussed and/or acted upon at any meeting which were made known to the city clerk prior to the agenda posting deadline are available on the City website. News Media may obtain copies of this notice by contacting the city clerk at Seligman City Hall, 29144 Main St., Seligman, MO 65745, 417-662-3600 phone, 417-662-3718 fax

Posted June 20th, 2025 at City Hall 2:56pm by _____

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
PUBLIC DRINKING WATER BRANCH
BILATERAL COMPLIANCE AGREEMENT
SELIGMAN PWS
BARRY COUNTY, MISSOURI PUBLIC WATER SYSTEM MO5010730**

June 9, 2025

This Bilateral Compliance Agreement (Agreement) is an understanding between the Missouri Department of Natural Resources Southwest Regional Office (department) and Seligman public water system (public water system) that the following statement of facts is true and both agree on the following compliance schedule to correct violations of the Missouri Safe Drinking Water Law and Regulations.

STATEMENT OF FACTS

1. The person in responsible charge of the public water system is Michael Avers, Mayor, 29144 Main Street, Seligman, MO 65745, 417-342-9829.
2. The public water system is located at 29144 Main Street, Seligman, in Barry County.

<u>PWS Feature</u>	<u>Location</u>
Well #1	Section 23, Township 21 North, Range 28 West Latitude 36.519030° North, Longitude -93.938074° West
Well #3	Section 23, Township 21 North, Range 28 West Latitude 36.520627° North, Longitude -93.941324° West
Well #4	Section 26, Township 21 North, Range 28 West Latitude 36.513413° North, Longitude -93.928488° West

3. The public water system serves piped water for human consumption to at least 25 residents on a year-round basis and is therefore a community public water system as defined in Missouri Safe Drinking Water Regulation 10 CSR 60-2.015.
4. The public water system collected two or more total coliform positive samples in a single month triggering an Assessment Level evaluation as outlined in Missouri Safe Drinking Water Regulation 10 CSR 60-4.022(9) during November 2023, November 2024, December 2024, and April 2025.
5. Samples collected from the wells since 2015 due to Ground Water Rule requirements are total coliform absent. The absence of total coliform in the well samples indicate that the wells are not the source of the bacteriological contamination. Therefore, if the treatment provision is initiated, detention will not be required.

6. During the Level 2 Assessment on May 21, 2025, there was no definitive cause for the recent positive bacteriological results; however, the system has experienced issues that may have contributed to the contamination. The system has experienced a low-pressure event (limited to one customer), and a couple of fires, which required high instantaneous demand since the last Level 2 Assessment. Additionally, the current Level 2 Assessment identified sanitary defects at Well #4, and previous Level 2 Assessment identified a sanitary defect at Well #3. The system plans to temporarily disinfect the storage tanks and distribution system by injecting sodium hypochlorite after repairs are made to the injection system. The system expects to temporarily chlorinate for approximately one month to conduct system wide disinfection. The system should consider voluntarily chlorinating on a permanent basis before triggering the Treatment Provision of this agreement

COMPLIANCE SCHEDULE

General Provisions -

A. This compliance schedule shall begin on the date of signature by the person(s) in responsible charge of the public water system, indicating acceptance of the terms of the Agreement. The compliance period of this Agreement will be for a minimum of 12 months. The timeline and requirements in the Specific Provisions begin upon the date the Agreement is signed by the public water system.

B. This Agreement may only be modified by mutual written consent of the department and the public water system.

C. During the compliance period, the department will not commence formal litigation for past violations of the Missouri Safe Drinking Water Law or regulations as stipulated in the Statement of Fact section of this Agreement; however, the public water system will continue to accrue all violations.

D. Failure to comply with the terms of this Agreement shall result in enforcement action, which may include the issuance of an Order to resolve the violations, payment of penalties, or referral of this matter to the Missouri Attorney General's Office for litigation.

E. The responsible person/continuing authority in charge of the public water system shall adequately maintain and operate the system to prevent future violations of the Missouri Safe Drinking Water Law and Safe Drinking Water Regulations.

F. At the end of the compliance period, if the public water system meets the terms of the Agreement, the Southwest Regional Office shall issue a letter of notification to the public water system indicating that the terms of the Agreement are complete, the system is returned to compliance, and the compliance schedule is formally ended. Until receipt of such letter, the system shall not assume that the compliance schedule has ended.

G. At the end of the compliance schedule covered by this Agreement, the public water system shall continue to monitor for microbiological, chemical, and radiological contaminants as required in 10 CSR 60 and shall perform all operational monitoring as prescribed in those regulations. Failure to fulfill this term may result in immediate referral for formal enforcement action.

H. The public water system must perform public notice in accordance with the requirements of 10 CSR 60-8.010 as directed by the department.

I. In the event of transfer of ownership of the public water system, the terms of this Agreement shall be binding on the heirs, successors, assigns, and agents of the current ownership until the terms have been fulfilled and are satisfactory to the department. The current owner shall inform the new owner of the requirements of this Agreement.

Specific Provisions -

Level 2 Assessment Corrective Action

1. While temporarily chlorinating, the public water system shall:

- a. Test the free chlorine residual at each entrance to the distribution system, Monday through Friday, and record results in operational records. A monthly monitoring log is enclosed.
- b. Test the total chlorine residual at the site of each routine bacteriological sample collection and record this information on the sample form and in operational records.
- c. After the system discontinues temporary chlorination, and no chlorine residuals remain in the system, collect "special" bacteriological samples to determine the effectiveness of this corrective action.

2. Within 10 days, the public water system shall seal all casing openings on the well with silicone caulk (or other means) except for a properly constructed vent and shall provide photographs with adequate detail to demonstrate all openings in the casing are sealed and the vent is properly vented and screened.

3. The public water system shall utilize department approved disinfection standards for all newly constructed or repaired water distribution lines or components, as described in the fact sheet, Repair and Disinfection of Water Mains – PUB2442 (enclosed).

Treatment

1. If after temporary chlorination is removed, the public water system triggers one Assessment Level event, then the public water system shall initiate the Treatment Provision. An Assessment Level event is triggered either through the accrual of two or more total coliform positive samples in one month or failure to collect repeat samples following a routine total coliform positive sample. Upon notification, the public water system shall complete the following actions:

- a. The public water system shall immediately either hand chlorinate or install emergency chlorine disinfection to maintain a minimum free chlorine residual level as directed below. The public water system shall maintain emergency disinfection until the cause of the microbiological problem is identified and corrected, or until permanent full-time disinfection is installed and operational.
- b. The public water system shall submit, within 15 days of notification, a Drinking Water Emergency Exception Request application to the Missouri Department of Natural Resources, Water Protection Program, Public Drinking Water Branch Permit and Engineering Section, P.O. Box 176, Jefferson City, MO 65102. The application is found on our website <https://dnr.mo.gov/forms-applications>.
- c. The public water system shall immediately consult with a professional engineer licensed in Missouri to provide technical guidance during the construction of the permanent chlorination and detention facilities. The chlorination facilities shall be designed and constructed in accordance with the Department's Minimum Design Standards for Missouri Community Water Systems - December 10, 2013.
- d. Within 120 days of approval of the Drinking Water Emergency Exception Request, the public water system shall construct chlorination facilities in accordance with the guidance of a professional engineer licensed in Missouri.
- e. Within 30 days of completion of the chlorination and detention facilities, the public water system shall submit two copies each of as-built engineering plans and technical specifications prepared by a professional engineer licensed in Missouri along with the completed Construction Permit Application and Statement of Work Completed forms, to: Missouri Department of Natural Resources, Public Drinking Water Branch Permits and Engineering Section, P.O. Box 176, Jefferson City, MO 65102.

2. When adding chlorine, the public water system shall obtain chlorine test equipment designed to measure the residual disinfectant concentrations for free chlorine and combined or total chlorine using one of the methods in 40 CFR 141.74(a)(2) and 40 CFR 141.131. The most commonly used approved method for measuring chlorine residuals is a DPD colorimetric test kit designed for the water and wastewater industry.

3. When adding chlorine, the public water system shall maintain a minimum free chlorine residual of 0.5 milligrams per liter (mg/L) at the entry points to the distribution system, i.e., at the well(s), and maintain 0.2 mg/L total residual chlorine in all parts of the distribution system.
4. When adding chlorine, the public water system shall test daily the free chlorine residual at the entrance to the distribution system and record these results in the water operational records. By the 10th day of the following month, the public water system shall submit a photocopy of the free chlorine residual, daily test results from each entry point to the distribution system for each month to the Southwest Regional Office.
5. When adding chlorine, the public water system shall test the total chlorine residual at the site of each routine bacteriological collection and record this information on the sample form and in the water operational records.
6. When adding chlorine, the public water system shall notify the Regional Office by the end of the next business day of any free chlorine level at the entry point to the distribution that is below 0.5 mg/L and if the free chlorine level was below 0.5 mg/L for more than four hours.

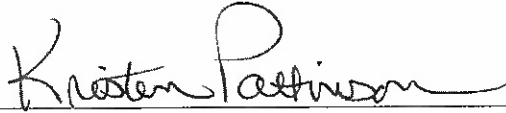
Bilateral Compliance Agreement

Seligman PWS

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SIGNATURES



Kristen Pattinson, Chief
Drinking Water Section
Southwest Regional Office
Missouri Department of Natural Resources

June 9, 2025

(Date)

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Public Water System)

Attachments

Repair and Disinfection of Water Mains – PUB2442
Chlorine Monitoring Log



ERECTION TIME AND MATERIALS RATE SHEET

With over 40 years of combined experience perfecting pre-engineered tanks, Tarsco Bolted Tank, Inc. is a leader in factory-coated bolted steel liquid and dry storage tanks. Tarsco is an innovative design-build and services organization specializing in engineering, manufacturing, and the construction of customized storage tank systems.

Tarsco is pleased to offer our considerable experience and abilities dealing with all aspects of construction of steel bolted storage tanks to others in the form of a time and materials service. Our company has extensive experience in both domestic and foreign countries serving in the construction capacity. The rates and conditions for engaging Tarsco for these services are listed below. If there are any additional questions, please call our office.

Schedule of Labor Rates

Standard Rate: \$136.00 / Man-hour

Standard rates are based on 10 hours per day and 6 days per week, Monday through Saturday. Standard daily rates include all blended premium time costs, small tools, consumable, overheads, and burdens. Per diem is also included in this rate. Materials and equipment costs are not included in this rate.

Travel Expenses

If TBT is required to mobilize to site, mobilization will be charged based on mileage from Goodman, MO.

Mobilization / Mile: \$10.28

This rate is based on our standard 5-man crew mobilization, which includes labor costs including overhead and burdens, per diem, vehicle maintenance, licensing, and insurance costs.

For mobilization to site for repair or maintenance work only, a demobilization charge will be charged as per the above which will be altered if applicable based on the crew size sent to site.

Material and Equipment Expenses

Materials and Equipment utilized to perform the work will be charged at cost plus a markup of 20%

Terms of Payment

A total estimate of the Project will be provided. 50% of this estimated total will be required to be invoiced prior to mobilization to site with the terms of Net 10 days. The total actual costs (net of payments made) will be billed at completion with the terms of Net 30 days.

Quote Number:	Date:	
Item	Estimated Hours/Miles	Estimated Cost
Mobilization		
Labor		
Materials and Equipment		
Other		
Estimated Total:		

By: _____ Date: _____

Title: _____

The above signed represents that they are legally authorized to purchase on behalf of the company of

Seligman, MO. Repair SOW-

Site Address- 8196 Doc Meyer RD. Seligman, MO. 65745

POC- Brian Nichols- City Clerk

City of Seligman

29144 Main Street

Seligman, MO 65745

P) 417-662-3600

SOW- Utilizing a 60ft ariel man lift we will locate and identify any leaks along seams and bolts. Once the leak locations have been confirmed we will address by loosening up such area of the leak and inject with sealant or bump gasket to fill open voids where water is leaking from the tank. We will then monitor the remainder of time ensuring leaks have been repaired. This SOW does not cover any touch-up paint, cleaning, or inspection of additional issues. If any further SOW would like to be obtain, we can add to the current T&M with a daily T&M signed prior to work being conducted.

6/23/25 MEETING MINUTES-DRAFT



Call to Order 6:30pm Mayor Avers, Alderman McKinney and Tanis.

Present Aldermen McKinney and Tanis. Mayor Avers, Brian Nichols, Matt Phillips, Clifford Ferguson, Richard Carter, Josh Corn, Kyle Fultz, Sharon Tate, Kenneth Greene, Eric Freeman

Agenda

Vacant Alderman Seats - 6/9/25 Alderman Lamb and Alderman Pratt presented the Mayor with formal resignation letters, Alderman Pratt agreed to stay on until a replacement could be found, 6/23/25 Alderman Pratt did not show to the meeting after discussing it earlier in the day with Brian at City Hall. The Missouri Municipal League was consulted for assistance with this situation and provided guidance. The Mayor, Alderman McKinney and Tanis asked questions to the interested parties that attended, at 6:42pm Alderman Mckinney motioned to appoint Richard Carter as East Ward Alderman until the April 2026 election. Second Tanis, Aye All Nay None

Oath of office signed.

The Aldermen and Mayor discussed the three members of the public interested in the West ward seat, Alderman Carter motioned to appoint Kenneth Greene as West Ward Alderman until the April 2026 Elections. Second McKinney, Aye McKinney, Tanis, Carter, Nay None

Oath of office signed.

MODNR Bilateral Compliance Agreement - Discussion, explanation by Kyle Fultz (system operator), this will be discussed further in July.

Water tower leak repair bid - Discussion about the bid to repair the leaking joint on the water tower.

Adjourn - Motion to Adjourn at 7:04pm - Motion McKinney, Second Tanis, Aye All Nay None