

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Public Comments

IV. Approval of the Agenda

V. Regular Business

- A. Consent Agenda
 - i. Approval of Minutes from the June 12th, 2025 City Council Meeting
 - ii. Approval of Minutes from the June 26th, 2025 City Council Work Session
- B. First Reading and Consideration of Approval of Ordinance No. 9079: An Ordinance Authorizing the Execution of a Contract with Tantalus Systems for the Purchase and Installation of an Advanced Metering Infrastructure (AMI) System for the City of Monett, Missouri
- C. Reading and Consideration of Approval of Resolution No. 9080: A Resolution Appointing a Municipal Judge for the City of Monett, Missouri
- D. Reading and Consideration of Approval of Resolution No. 9081: A Resolution Approving an Agreement with TREKK Designs for Inflow and Infiltration Work on the Monett's Sewer System
- E. Reading and Consideration of Approval of Resolution No. 9082: A Resolution Authorizing the City Council of Monett, Missouri to Partner with the Kiwanis Club of Monett for Playground Improvements in the South Park

VI. Informational Items

- A. Monthly Financial Report
- B. Monthly Departmental Reports
- C. Next City Council Work Session: July 24th, 2025 at 9:30 A.M. at City Hall
- D. Next City Council Meeting: August 14th, 2025 at 6:00 p.m. at Monett School District Boardroom

VII. Adjournment

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
JUNE 12, 2025**

I. Call to Order

Mayor Burke called the meeting to order at 6:00 p.m. All members were present.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

- Commissioner Gaspar motioned to amend the agenda to include a public comment section, seconded by Commissioner Indovina. Roll call vote: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commission Indovina – Yes. Motion Carried
- Commissioner Gaspar also motioned to continue Item C to next month’s meeting for council review of agreement edits. Discussion ensued. The motion was not seconded and therefore did not proceed.

Public Comment:

- Carl Norton: Expressed concerns about Main Street funding; felt details were insufficient for Council approval.
- Bob Berger expressed disappointment that the City is disputing an expenditure of \$75,000 related to Monett Main Street.
- Deb Berger: Advocated for Monett Main Street funding.
- Linda Myers: Voiced concerns about post–July 4th fireworks; requested stricter regulation and better communication on allowed dates and types.

IV. Regular Business

A. Consent Agenda

Items Approved:

- Minutes from the May 8, 2025 City Council Meeting
- Minutes from the May 22, 2025 City Council Workshop Session

B. Ordinance No. 9074 - Lead Service Line Inventory Project – Contract with Goins Enterprises, Inc.

- Ordinance No. 9074 was presented for first and second reading

- Funded in part by Missouri DNR ARPA and SRF grants.
- Clarified that interior property lines are not included.
- Time-sensitive due to SRF application deadline (Feb 2026).

Commissioner Gaspar made a motion to approve Ordinance No. 9074, seconded by Commissioner Indovina. Roll call vote on the motion to approve the Contract with Goins Enterprises, Inc: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commissioner Indovina – Yes. Motion carried.

C. Ordinance No. 9075 - Public Service Agreement with Monett Main Street, Inc.

- Ordinance No. 9075 was presented for first and second reading
- Discussion included signatory clarification and commissioner statements on economic development for the downtown district
- Cassie Branch, Mark Noriega, and Rod Anderson spoke in support.

Commissioner Gaspar made a motion to approve Ordinance No. 9075, seconded by Commissioner Indovina. Roll call vote on the motion to approve the \$75,000 expenditure related to MMS: Mayor Burke – Yes; Commissioner Gaspar – No; Commissioner Indovina – Yes. Motion carried.

D. Ordinance No. 9076 - Road Improvement Contract – Lowes Lane Expansion

- Ordinance No. 9076 was presented for first and second reading

Commissioner Gaspar made a motion to approve Ordinance No. 9076, seconded by Commissioner Indovina. Roll call vote on the motion to approve the Road Improvement Contract: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commissioner Indovina – Yes. Motion carried.

E. Resolution No. 9077 - Supplemental Agreement No. 2 – Chapell Drive Overpass Project

- Resolution No. 9077 was presented for reading

Commissioner Gaspar made a motion to approve Ordinance No. 9077, seconded by Commissioner Indovina. Roll call vote on the motion to approve the Supplemental Agreement No. 2: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commissioner Indovina – Yes. Motion carried.

F. Resolution No. 9078 - QuitClaim Deed and Easement – Jack and Mary Sue Fox

- Resolution No. 907 was presented for reading

Commissioner Gaspar made a motion to approve Ordinance No. 9078, seconded by Commissioner Indovina. Roll call vote on the motion to approve the QuitClaim Deed: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commissioner Indovina – Yes. Motion carried.

V. Informational Items

- City Administrator Ary gave a brief update on city progress.
- Monthly Financial Report
- Monthly Departmental Reports
- Next Workshop Session: June 26, 2025 at 9:30 a.m., City Hall Conference Room
- Next Regular Meeting: July 10, 2025 at 6:00 p.m., Monett School District Boardroom

VI. Adjournment

- Motion to adjourn by Indovina, seconded by Gaspar. All in favor.

Kelley McMillan, City Clerk

Minutes of the Monett City Council Work Session
Thursday, June 26, 2025

I. Call to Order

Mayor Burke called the meeting to order at 9:30 a.m. All members were present.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

IV. Regular Business

A. Residential Stormwater Runoff Concerns – Country Club Estates

Presenter: Casey Ragain

- Expressed concerns about worsening stormwater runoff near his property.
- Described a “river of rainwater” flowing through non-floodplain areas, causing property damage.
- Noted driveway separation and requested an engineering review.
- Dave Dunn confirmed the issue has been referred to the city engineer for evaluation.

B. Chapter 353 Tax Abatement – Presentation by Lindsey Kolisch, Lauber Municipal Law

- Provided a PowerPoint overview of Chapter 353 tax abatement.
- Proposed redevelopment area: Central to 13th Street, Front Street to Bond.
- Explained:
 - City can create its own urban redevelopment district.
 - Property taxes split between land and building; full abatement possible.
 - Board of Directors can include school officials, Main Street representatives, and citizens (up to 5 members).
 - Commercial vs. residential classification affects abatement.
 - Improvements can be made; full plan required before application.
 - Deeding property is a legal requirement—not a city takeover.

- City's goals shape the redevelopment plan.
- Timeline:
 - Cost/blight analysis approximately one month
 - Full process may take up to a year

C. AMI Meter Bid – Presented by Skip Schaller

- Skip Schaller was not present. City Administrator Ary emphasized the importance of Council approving the meter bid at the upcoming City Council meeting.

V. Informational Items

- Special Council Work Session: July 10, 2025, at 9:30 AM – City Hall Conference Room
- Next Regular City Council Meeting: July 10, 2025, at 6:00 PM – Monett School District Boardroom
- Next Work Session: July 24, 2025, at 9:30 AM – City Hall Conference Room

VI. Closed Session

Council convened into closed session to discuss personnel and real estate matters pursuant to RSMo. §610.021, subsections (2), (3), and (13).

VII. Adjournment

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor and Commissioners

From: Skip Schaller, PE

Date: 7/8/2025

Re: Wesco and Tantalus Agreements

GENERAL INFORMATION

This is a contract to purchase and install the Tantalus AMI system and to install Badger water meters. There is another contract with Tantalus for the support and maintenance of the system.

PROPOSAL

For the installation of a new AMI system for water and electricity. The water meters have been pulled from this contract and will be bought directly from the vendor; this will result in some cost savings. We have gone through a bid process with Toth Engineering and considered several vendors. Tantalus came out in cost and checked out well with the communities using it. The total bid for this will be \$1,866,204.40.

RECOMMENDATION

Staff recommends accepting the contract for the Tantalus AMI system.

ATTACHMENTS

Contract
Exhibit A
Exhibit B
Maintenance and Support Agreement

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH TANTALUS SYSTEMS FOR THE PURCHASE AND INSTALLATION OF AN ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FOR THE CITY OF MONETT, MISSOURI

WHEREAS, the City of Monett, Missouri desires to modernize its utility metering infrastructure for electric and water services through the implementation of an Advanced Metering Infrastructure (AMI) system; and

WHEREAS, the City has conducted a competitive bid process facilitated by Toth Engineering, through which multiple vendors were evaluated; and

WHEREAS, Tantalus Systems was selected based on cost, performance, and favorable references from other communities currently using the system; and

WHEREAS, the total contract amount for the purchase and installation of the AMI system is **\$1,866,204.40**, with the purchase of Badger water meters being conducted separately to achieve cost savings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONETT, MISSOURI, AS FOLLOWS:

Section 1: The City Council hereby approves and authorizes the Mayor, City Administrator, or their designee to enter into a contract with Tantalus Systems for the purchase and installation of an AMI system for water and electric utilities, in the amount of **One Million Eight Hundred Sixty-Six Thousand Two Hundred Four Dollars and Forty Cents (\$1,866,204.40)**, in substantially the form presented to the City Council.

Section 2: The purchase of Badger water meters shall be conducted separately and directly from the vendor and is excluded from this contract.

Section 3: A separate contract for ongoing support and maintenance of the Tantalus AMI system shall be considered and authorized by separate action of the Council.

PASSED AND APPROVED on this 10th day of July, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

June 16, 2025

Dan Cothern
Specialist – Technical Sales
Wesco Distribution
1100 Old State Road East
Mattoon, IL 61938
m. 217-273-5992
dan.cothern@anixter.com

Subject: Award Notification – AMI System for the City of Monett

Dear Mr. Cothern,

On behalf of the City of Monett and Toth & Associates, I am pleased to inform you that Wesco's proposal, submitted in partnership with Tantalus and UtilityHawk, has been selected for award in response to our Request for Proposal for an Advanced Metering Infrastructure (AMI) System. **Please note that this award is pending formal acceptance by the Monett City Council, scheduled for July 10, 2025.**

Your team's thoughtful response, technical capabilities, and proven deployment history strongly align with our strategic objectives for modernizing Monett's electric and water utility systems. We especially appreciate the flexibility of your TRUConnect platform, the ability to preserve existing assets, and the clear roadmap for integrating distributed energy resources, customer engagement, and future smart grid functionality.

Next Steps

- **Contract Initiation:** Please prepare and submit the draft contract for review by the City of Monett. We anticipate working collaboratively to finalize terms, including warranty, performance guarantees, and delivery milestones, within the next 2–3 weeks.
- **Kickoff Preparation:** Following contract execution, we will coordinate with your team to schedule a project kickoff meeting.
- **Integration Coordination:** Please prepare to engage with our IT staff and billing software vendor (Caselle) for integration planning and mapping, as outlined in your response.

Attachment: For clarity and mutual alignment, please find attached the Final Rev 2 pricing worksheet you submitted. Items highlighted in **green** reflect our understanding of the final pricing to be included in the total consideration. Items highlighted in **red** represent optional components or services that we are excluding from the final contract scope and dollar total. These annotations are provided to support final agreement and contract preparation.

We look forward to working closely with Wesco, Tantalus, and UtilityHawk to ensure a smooth deployment and long-term success of this initiative.

Sincerely,

Jason Fontaine

Jason Fontaine, P.E.

Sr. Planning Engineer

Toth & Associates, Inc.

jfontaine@tothassociates.com

(580) 665-5956

Attachment: WESCO Tantalus Proposal, Marked Up

City of Monett MO

Wesco Tantalus Proposal - Full Deployment - Hosted Database Badger Water Meters

BASE BID, PAGE 1 of 2

TRUConnect Equipment and Services		Full Deployment		
TRUConnect WAN/LAN Equipment		Quantity	Unit Price	Ext. Price
RT-4250 TRUSense Gateway		36	\$830.00	\$29,880.00
TR-1901 Repeater - Pole Mounted (Water Only Area)		11	\$400.00	\$4,400.00
DT-116 Centron Reset Key		1	\$45.00	\$45.00
DT-410-BUN Programming Kit		1	\$3,000.00	\$3,000.00
TRUConnect Infrastructure Sub Total				\$37,325.00
TRUEdge Endpoint				
TC-1216 Tantalus Single Phase Module - Itron		84	\$85.00	\$7,140.00
TC-1220RD Tantalus Single Phase Remote Disconnect Module - Itron		4465	\$90.00	\$401,850.00
TC-1120RD Tantalus Single Phase Remote Disconnect Module - Itron		78	\$90.00	\$7,020.00
PP-1320 Tantalus Poly Phase Module - Itron CP3		365	\$245.00	\$89,425.00
Endpoint and Meter Sub Total				\$505,435.00
TRUConnect Server & Software				
SV-4005 TRUConnect Database Hosting - Year 1 Only + Start-up Fee		1	\$16,000.00	\$16,000.00
SV-8002 TRUConnect Cellular Data Plan (200 MB) - Year 1 Only + Set-up Fee		36	\$144.00	\$5,184.00
TCC-2005 TRUConnect Insight Head End Software		1	\$80,000.00	\$80,000.00
NSE-201 TRUConnect Software License - per Endpoint		4992	\$4.50	\$22,464.00
PPA-100 Polyphase Software - per Endpoint (100 endpoint license)		4	\$1,560.00	\$6,240.00
NSE-420 TRUScan - Itron Water ERT Reading - One Time		4621	\$2.40	\$11,090.40
TAL-601-1 TRUConnect Application License - Consumption Alarms		1	\$4,500.00	\$4,500.00
TAL-530-3 TRUConnect Application License - Residential Peak Demand (fee waived)		0	\$0.00	\$0.00
Server and Software Total				\$145,478.40
TRUConnect System Services				
SV-1000 Deployment Services		1	\$78,000.00	\$78,000.00
-Project engineering, training, project mgt, system design, deployment prep				
-Database configuration, set up, and commissioning.				
-Billing integration.				
-Travel and Travel Expenses included.				
TRUConnect System Services Sub Total				\$78,000.00
Tantalus Equipment and Services Total				\$766,238.40

Itron Electric Meters		Quantity	Unit Price	Ext. Price
Itron C2SXD 2S CL200 240V w/ Disconnect		4465	\$111.00	\$495,615.00
Itron CN2SXD 12S CL200 120/208V w/ Disconnect		66	\$207.00	\$13,662.00
Itron C2SXD 1S CL200 120V w/ Disconnect		12	\$200.00	\$2,400.00
Itron C1SX 2S CL320 240V		30	\$125.00	\$3,750.00
Itron C1SX 4S CL20 240V		42	\$125.00	\$5,250.00
Itron C1SX 3S CL20 240V		12	\$125.00	\$1,500.00
Itron CP3SLV Poly Phase Meter 45S(5S)		24	\$310.00	\$7,440.00
Itron CP3SLV Poly Phase Meter 9/36S (combines 8/9S and 36S)		209	\$310.00	\$64,790.00
Itron CP3SLV Poly Phase Meter 16S (Combines 14-15-16-17S CL200 and CL320)		132	\$310.00	\$40,920.00
All Tantalus modules are installed on Itron Meters at the Factory in Oconee, SC				
Itron Electric Meter Total				\$635,327.00

CONTINUED ON NEXT PAGE

BASE BID, PAGE 2 of 2

Electric Install Single Phase Install Software Setup & Mobilization Single Phase Meter Install 240V & below	Quantity	Unit Price	Ext. Price
	1	\$12,500.00	\$12,500.00
	4627	\$27.00	\$124,929.00
Optional Electric Install CT Rated Meter Install, Recommended Three Phase Self-Contained, Transformer Rated, & Single-Phase Transformer-Rated Electric Meter Install Optional - Transformer Rated Meter Site Analysis with CT and Wring Check	Quantity	Unit Price	Ext. Price
	365	\$74.50	\$27,192.50
	233	\$45.00	\$10,485.00
Electric Install Total			\$137,429.00
			\$147,914.00
BADGER Water Equipment Itron ERT, PIT 100W+ Water Endpoint with Itron Connector <i>Qty based on Answered Question, 200 60W and 543 Vision Transmitters</i> From Answered Questions sent by Jason F 2-3-25. Water Meter Counts here = Bid total less Zenner Meters Purchased. Existing 100W ERTs will be reused Badger E- Series Polymer 5/8"x1/2" Meter w Itron Connector Badger E- Series Polymer 5/8x3/4" Meter w Itron Connector Badger E- Series Polymer 1" Meter w Itron Connector Badger Stainless E-Series 2" Meter w Itron Connector Badger Bronze E-Series 4" Meter w Itron Connector Badger Bronze E-Series 6" Meter w Itron Connector Badger Bronze E-Series 8" Meter w Itron Connector	Quantity	Unit Price	Ext. Price
	743	\$123.00	\$91,389.00
	2911	\$175.00	\$509,425.00
	40	\$195.00	\$7,800.00
	148	\$245.00	\$36,260.00
	136	\$920.00	\$125,120.00
	27	\$3,350.00	\$90,450.00
	9	\$5,280.00	\$47,520.00
	4	\$7,500.00	\$30,000.00
Water Equipment Total			\$937,964.00
Water Installation Services Itron ERT Install, replacing 60Ws and Vision with 100W ERT Transmitter Software Setup & Mobilization 5/8"x1/2" Water Meter & TTL Endpoint 5/8x3/4" Meter (7.5" Lay) Water Meter & TTL Endpoint 1" Water Meter & TTL Endpoint 2" Meter (17" Lay) Water Meter & TTL Endpoint 4" Water Meter & TTL Endpoint 6" Water Meter & TTL Endpoint 8" Water Meter & TTL Endpoint Change 60W ERTs and Vision Transmitters to Itron 100W ERT <i>Qty based on Answered Question, 200 60W and 543 Vision Transmitters</i>	Quantity	Unit Price	Ext. Price
	1	\$5,500.00	\$5,500.00
	2911	\$80.00	\$232,880.00
	40	\$80.00	\$3,200.00
	148	\$85.00	\$12,580.00
	136	\$325.00	\$44,200.00
	27	\$1,200.00	\$32,400.00
	9	\$1,575.00	\$14,175.00
	4	\$1,850.00	\$7,400.00
	743	\$53.00	\$39,379.00
Installation Total			\$551,714.00
			\$254,160.00
Base Bid Project Grand Total			\$2,868,672.40
			\$2,741,603.40

Monett will Install 2" and Above

BASE BID ANNUAL FEES

	Quantity	Unit Price	Ext. Price
SV-4005 TRUConnect Database Hosting	1	\$12,000.00	\$12,000.00
SV-8002 TRUConnect Cellular Data Plan (200 MB)	36	\$108.00	\$3,888.00
TRUConnect Annual Maintenance	1	\$25,454.35	\$25,454.35
SL-2001 TRUConnect Technical Support - Standard	1	\$10,400.00	\$10,400.00
Additional products / features added to the system may increase support costs. Premium Level Support is available for an additional fee.			
TOTAL - TRUConnect System Annual Fees			\$51,742.35

END OF BASE BID

Tantalus Annual Fees carried out 10 years	Quantity	Unit Price	Ext. Price
Year 1	1	\$0.00	\$0.00
Year 2	1	\$51,742.35	\$51,742.35
Year 3	1	\$51,742.35	\$51,742.35
Year 4	1	\$51,742.35	\$51,742.35
Year 5	1	\$51,742.35	\$51,742.35
Year 6	1	\$51,742.35	\$51,742.35
Year 7	1	\$51,742.35	\$51,742.35
Year 8	1	\$51,742.35	\$51,742.35
Year 9	1	\$51,742.35	\$51,742.35
Year 10	1	\$51,742.35	\$51,742.35
Tantalus 10 Year Annual Fee Total			\$465,681.15

RFP Page 9, Option 1

Optional Items as Detailed by RFP			
The cost for the Respondent to deploy all meters, except for CT metered services (to be installed by Monett), and 4" and above water meters to create a turnkey solution. <i>Per Monett's request, this option has been moved to the base bid to include replacing and installing all water meters - saving the Zenner meters.</i>			
Electric Install Single Phase Install MOVED TO BASE BID			
Software Setup & Mobilization	Quantity	Unit Price	Ext. Price
Single Phase Meter Install 240V & below	0	\$12,500.00	\$0.00
	0	\$27.00	\$0.00
Water Meter Install 4" and Above MOVED TO BASE BID			
Itron ERT, PIT 100W+ Water Endpoint with Itron Connector	0	\$123.00	\$0.00
4" Water Meter & TTL Endpoint	0	\$1,200.00	\$0.00
6" Water meter & TTL Endpoint	0	\$1,575.00	\$0.00
8" Water meter & TTL Installation	0	\$1,850.00	\$0.00
Water Meters and Optional Accessories			
Itron PIT 100W Thru Lid Install Kit	0	\$4.50	\$0.00
Itron ILC 5' Splice Cable and Splice Kit (this or nicor above)	0	\$28.00	\$0.00
Itron PIT 100W Thru Lid Install Kit	0	\$4.50	\$0.00
Itron 100WR Water Endpoint Remote with 10" wires	0	\$123.00	\$0.00
Itron 100WR Remote Backplate Install Kit	0	\$5.60	\$0.00
Diehl Hydrus Ultrasonic 1.5" Meter w Itron Connector	0	\$640.00	\$0.00
Diehl Hydrus Ultrasonic 2" Meter (10" Lay) w Itron Connector	0	\$1,615.00	\$0.00
Diehl Hydrus Ultrasonic 4" Meter (14" Lay) w Itron Connector	0	\$3,840.00	\$0.00
Diehl Hydrus Ultrasonic 6" Meter (18" Lay) w Itron Connector	0	\$5,840.00	\$0.00
Diehl Hydrus Ultrasonic 8" Meter (20" Lay) w Itron Connector	0	\$8,100.00	\$0.00
Optional Electric Install CT Rated Meter Install MOVED TO BASE BID			
Three Phase Self-Contained, Transformer Rated, & Single-Phase Transformer-Rated Electric Meter Install	0	\$74.50	\$0.00
Optional - Transformer Rated Meter Site Analysis with CT and Wring Check	0	\$45.00	\$0.00
Option 1 Total			\$0.00

As Needed

Refined Summary of Costs

Total Initial Cost (Includes 1st Year TRUConnect) - \$2,793,345.75
Total Setup Cost for GIS and UtilityHawk(Portal) - \$46,300.00
Total 9yrs Tantalus Annual Fees - \$465,681.15
Total 9yrs UtilityHawk Fees (Assuming 9 x Yr 1) - \$156,600.00

RFP Page 9, Option 2

<i>The cost differential of providing a hosted versus a cloud storage solution. This cost should include both the fixed cost and annual cost differential. The solution must support multiple interval storage requirements:</i> Bid Pricing is "Hosted". The Change to "On-Prem" is detailed below One Time Fees - Hosted vs On-Prem HOSTED SV-4005 TRUConnect Database Hosting - Year 1 Only + Start-up Fee ON-PREM VSL-200 TRUConnect Database Virtualization License One Time Difference (On-Prem is less cost)				
	Quantity	Unit Price	Ext. Price	
	1	\$16,000.00	\$16,000.00	
	1	\$13,200.00	\$13,200.00	
				-\$2,800.00
Ongoing Fees - Hosted vs On-Prem HOSTED SV-4005 TRUConnect Database Hosting HOSTED SV-8002 TRUConnect Cellular Data Plan (200 MB) HOSTED TRUConnect Annual Maintenance HOSTED SL-2001 TRUConnect Technical Support - Standard HOSTED Total Annual Fees (as bid)				
	1	\$12,000.00	\$12,000.00	
	36	\$108.00	\$3,888.00	
	1	\$25,454.35	\$25,454.35	
	1	\$10,400.00	\$10,400.00	
				\$51,742.35
ON-PREM SV-4005 TRUConnect Database Hosting ON-PREM SV-8002 TRUConnect Cellular Data Plan (200 MB) ON-PREM TRUConnect Annual Maintenance ON-PREM SL-2001 TRUConnect Technical Support - Standard ON-PREM Total Annual Fees (Optional) Annual Fee Difference (On-Prem is less cost)				
	0	\$12,000.00	\$0.00	
	36	\$108.00	\$3,888.00	
	1	\$27,984.35	\$27,984.35	
	1	\$10,400.00	\$10,400.00	
				\$42,272.35
				-\$9,470.00

Option 2, 15 minute and 5 minute Intervals

The system as specified in base bid can do 15 min intervals on all meters 5 min intervals on all meters VMB-210 Migration Bundle - TCC-2010 (One-Time) 5 Minute Interval Total One Time Fee		Quantity	Unit Price	Ext. Price
		1	\$20,000.00	\$20,000.00
				\$20,000.00
SV-4010 TRUConnect Database Hosting SV-8002 TRUConnect Cellular Data Plan (200 MB) TRUConnect Annual Maintenance SL-2001 TRUConnect Technical Support - Standard 5 minute interval Data Total Annual Fees - Hosted		Quantity	Unit Price	Ext. Price
		1	\$22,800.00	\$22,800.00
		36	\$108.00	\$3,888.00
		1	\$28,254.00	\$28,254.00
		1	\$10,400.00	\$10,400.00
				\$65,342.00

15 Minute Data is Fine

RFP Page 10, Option 3

	Quantity	Unit Price	Ext. Price
<i>Any additional cost to guarantee a 99.5% Daily System Interval Data Collection Success Rate (DSIDCSR) on all electric and water interval data reads and 99.5% success rate on on-demand from the office one time reads.</i> Cost to Guarantee 99.5% Daily System Interval Data Collection Success Rate - Included in base bid	1	Very Good	

RFP Page 10, Option 4

Monett is interested in hearing about the Respondent's solutions and pricing for integrating meter outage data with their existing GIS system or through some interface with the Web Portal.

GIS Integration NSI-306 TRUConnect TRUView GIS Admin License - ESRI Integration GIS Intergration Total	1	\$12,900.00	\$12,900.00	
			\$12,900.00	
Utility Hawk Portal and Optional MDMS UtilityHawk Portal One Time Set up Fee Utility Hawk One Time Fee Total	1	\$16,000.00	\$16,000.00	
			\$16,000.00	
Utility Hawk Portal Annual Fee Utility Hawk Annual Fee Total	1	\$17,400.00	\$17,400.00	
			\$17,400.00	
Utility Hawk Optional SSO Integrations to Bill Pay or Prepay Services Integration to bill pay system (One-time cost is dependent on the bill pay provider, estimated here) Integration to 3rd Party Pre pay system (One-time cost is dependent on the bill pay provider, estimated here)	Quantity	Unit Price	Ext. Price	
	-	\$14,000.00	\$0.00	
	-	\$14,000.00	\$0.00	
Utility Hawk Portal Optional Group Messaging This will provide City of Monett up to 481 customer contacts per month. If the number of contacts exceeds the set number, the additional fees are, \$0.02 per email, \$0.05 per text, and \$0.10 per AquaVoice call. Group Messaging does not interfere with normal messaging for notifications from the UtilityHawk system. Group Messaging Annual Fee	-	\$5,400.00	\$0.00	
MDMS Option MDMS WorkFlow One Time Set up Fee MDMS Annual Fee	Quantity	Unit Price	Ext. Price	
	-	\$8,500.00	\$0.00	
	-	\$10,200.00	\$0.00	

See Below

Let's Discuss

Let's Discuss

Tabulate Portal Annual Fees if There is Escalation over 10 Years

Pricing Notes & Assumptions:

· [Wesco Terms and Conditions of sale apply. For the latest terms and conditions, please visit: www.wesco.com/termsofsale](http://www.wesco.com/termsofsale)

- The pricing provided is limited to the equipment, software and services as proposed in this offer. Changes to quantities, deal structure or third-party partners that are part of this proposal may change the prices contained in this offer.
- Prices quoted for Tantalus' Network Equipment and Services contains allowances, discounts and/or promotional pricing which are available for a period of 90 days from the date of bid opening. Price does not include shipping. All products are shipped FOB Shipping Point.
- Final performance criteria and any associated guarantees will be included in the final contract and are contingent upon installation of equipment and deployment per the final AMI network design and in accordance with Tantalus' specifications. Regardless of the party performing the installation, it is the responsibility of the Utility to provide utility specific information that may have an impact on the final design and/or performance criteria (i.e. location, conditions of water pits and type of pit lids, etc.) prior to contractual commitment to ensure that all equipment is installed in a manner that mitigates communication issues. Tantalus' network is designed to provide full connectivity and is based on Customer supplied site location data. To allow for variances in data accuracy or completeness Tantalus is willing to quote a Network Design Reserve as part of the contracting phase.
- The standard warranty terms and conditions set forth in Tantalus' Network Systems Agreement (NSA) apply unless otherwise expressly agreed to by Tantalus in the final contract.
- Acceptance terms shall be discussed, mutually agreed to and set forth in the final contract, including without limitation those terms associated with acceptance of delivery, transfer of title, invoicing, etc.
- Final commitments shall be exclusive of failures resulting from the acts, omissions or performance of systems, services or networks provided by third parties or not otherwise within the control of Tantalus; and contingent upon the Customer's taking commercially reasonable actions in connection with maintaining the system, including, without limitation, entering into and complying with the terms of End User License Agreement and Technical Support contained in Tantalus' NSA.
- Meters are Third-Party Products. Unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions), Tantalus does not provide a guaranty or warranty of any type or manner with respect to Third-party Products (as defined in the NSA) and disclaims all responsibility and liability for these items. Associated price validity terms set forth herein have been provided by the third-party manufacturer, in its sole discretion.
- Pricing includes all of work, if any component is split, Tantalus reserves the right to reprice. Additional or incremental functionalities are subject to additional fees.
- If additional days of Tantalus service time are necessary, Customer will be billed at Tantalus' then-current daily rate.
- A minimum lead time of [TBD] days is required on all Purchase Orders.
- Notwithstanding anything to the contrary in the Customer's RFP or Tantalus' response thereto, Tantalus' Response, including the pricing provided, is based upon its Network Systems Agreement (as attached) and the absence of a specific response or annotation by Tantalus to any of the specifications, the Customer's requirements or terms and conditions in the RFP does not otherwise limit Tantalus' ability and right to negotiate such details during contract negotiations.
- Integration to existing vendor supported interfaces are included in the Deployment Services – Custom services, including custom integration(s) with third party applications that are not existing vendor supported interfaces, are subject to additional fees and agreement between Tantalus, Customer and any applicable third party.
- Annual System Support is available in both Premium and Standard levels. Premium level support is subject to an additional cost of \$15,000.00 at the time of such election.
- Optional Equipment/Services may be subject to additional terms and conditions, including without limitation those related to use of the software.
- Tantalus does not guarantee pricing of Third-Party Products, which are quoted pursuant to and subject to the respective third-party manufacturer's terms
- If applicable, water meters encoder registers, connectors, RF endpoint and thru the lid antenna pricing is estimated and not included in the total cost.
- If elected, TRUGrid™ Reliability and TRUGrid™ Transformer and are subject to terms and conditions of Tantalus' Master Software Subscription Agreement.

This Maintenance and Support Agreement (the “**Agreement**”) is made and entered into on _____ (“**Effective Date**”), by and between Tantalus Systems Inc., a Delaware corporation (“**Tantalus**”) having its principal place of business at 1130 Situs Court, Suite 230, Raleigh, NC 27606 and the City of Monett, a Missouri municipal utility (“**Customer**”) having its principal place of business at 217 5th St. Monett, MO 65708 (each a “**Party**” and collectively referred to as the “**Parties**”).

This Agreement includes the following Exhibits and Addendum:

- [Exhibit A](#) End-User License Agreement
- Addendum A-1 Licensed Software Maintenance Services
- [Exhibit B](#) Technical Support
- Addendum B-1 Technical Support Plan
- Addendum B-2 Maintenance and Support Pricing
- [Exhibit C](#) Mutual Non-Disclosure and Confidentiality Agreement
- [Exhibit D](#) Third-Party Products

Each Exhibit and Addendum is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibits and Addenda and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern.

The Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement or Addenda, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) “**Business Day**” means any day that is not a Saturday, Sunday or a Tantalus-authorized “holiday”.

(c) “**Confidential Information**” has the meaning set forth in the [MNDCA](#).

(d) “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(e) “**EULA**” means Tantalus’ then current end-user software license agreement setting forth the terms and conditions of Customer’s permitted use of the Licensed Software. A copy of the EULA, current as of the Effective Date, is attached hereto as [Exhibit A](#), which EULA may be amended from time to time in Tantalus’ sole discretion.

(f) “**Excusing Event**” means any (i) Force Majeure ; (ii) failure, act or omission of Customer or its agents, employees, suppliers,

subcontractors or consultants, including without limitation improper performance of Customer’s responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including Tantalus’ authorized Reseller) or its agents, employees, suppliers, subcontractors or consultants; or (iv) failure of any components or services (hardware, software, network, maintenance) provided and/or maintained by Customer.

(g) “**Force Majeure**” means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under this Agreement); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”).

(h) **"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(i) **"Licensed Software"** means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto.

(j) **"Licensed Software Maintenance Services"** shall have the meaning ascribed to them in [Exhibit A](#).

(k) **"Maintenance and Support Services"** means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to this Agreement.

(l) **"MNDCA"** means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as [Exhibit C](#).

(m) **"Network Equipment"** means the equipment manufactured by or for Tantalus for use as part of the Tantalus Grid Modernization Platform™ ("TGMP") and its associated Licensed Software that are or will be purchased from Tantalus hereunder as set forth on a Purchase Order (from time to time). For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products.

(n) **"Proprietary Rights"** means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(o) **"Representative"** means such Party's directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(p) **"Reseller"** means a third party authorized by Tantalus in writing to purchase and resell Network Equipment and certain related services, as applicable.

(q) **"Specifications"** means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards.

(r) **"Standards"** means the applicable industry standards necessary for the proper installation, maintenance and operation of Network Equipment, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective.

(s) **"Technical Support"** means the technical support services described in [Exhibit B](#).

(t) **"Third-Party Product"** means any products, software, materials, information or services that are manufactured, provided and/or licensed by, or otherwise proprietary to, a person or entity other than Tantalus.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms "this Agreement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular Section or other portion hereof;

(b) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(c) time is of the essence; and

(d) references to a "party" or "parties" are references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

2. TERMS OF PURCHASE AND SALE

2.1 Network Equipment; Purpose/Goal. Pursuant to a separate agreement (the "**Anixter Agreement**") by and between Customer and Anixter Power Solutions ("**Anixter**"), a Reseller, Customer may purchase Network Equipment, deployment and other related services, and Third-Party Products from Anixter in connection with Customer's deployment of Network Equipment. In connection with Customer's deployment of Network Equipment, this Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Maintenance and Support Services and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the license and use of the Licensed Software, the provision of Technical Support and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Pricing. The prices provided to Customer under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges (including those imposed on Tantalus) now in force or enacted in the future which are associated with the provision of Network Equipment, Third-Party Products, and Maintenance and Support Services by Tantalus, excluding taxes on Tantalus' income generally.

2.3 Price Changes. Tantalus reserves the right, in its sole discretion, to revise prices upon thirty (30) days prior written notice to Customer, by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) 3.5% per year.

2.4 Payment. Tantalus shall issue periodic invoices to Customer for all Maintenance and Support Services and Third-Party Products, as applicable, as fees for such goods and services are incurred. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing.

2.5 Third-Party Products. Except as expressly set forth on [Exhibit D](#) and unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions) upon mutual agreement of all involved parties, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to Network Equipment, including their modification, deletion, disclosure or collection of Customer information.

2.6 Confidentiality. The Parties have entered into the MNDCA in the form attached hereto as [Exhibit C](#). Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations shall survive termination of this Agreement.

3. LIABILITY AND INDEMNITY

3.1 General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend

Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

3.2 Customer Indemnity. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its Representatives, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Maintenance and Support Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment and Network Equipment or Customer's breach of any term, representation or warranty of this Agreement.

3.3 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF MAINTENANCE AND SUPPORT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER OR BY ANY COMMUNICATIONS NETWORK OR ANY PORTION THEREOF, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE

SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

NEITHER TANTALUS NOR ITS NETWORK EQUIPMENT GUARANTEE THE PERFORMANCE OF THE CUSTOMER'S TRANSMISSION OR DISTRIBUTION OF ELECTRICITY. CUSTOMER UNDERSTANDS AND AGREES THAT TANTALUS SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO CUSTOMER OR ANY PERSON OR PROPERTY USING CUSTOMER'S SERVICES.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property. Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in Network Equipment and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of Network Equipment with any other product of Tantalus.

5. TERMINATION

5.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the execution date of this Agreement ("**Initial Term**"). Thereafter, the Agreement will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of this Agreement (each, together with the Initial Term, the "**Term**").

5.2 Termination.

(a) Either Party may terminate this Agreement effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

(ii) breaches its obligations related to confidentiality; or

(iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the Party not at fault has given the other Party forty five (45) days prior written notice of such default and such other Party has not remedied the default during such 45-day cure period; provided however if the defaulting

Party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Maintenance and Support Services for the period prior to the effective date of such termination.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under Section 5.2(a), then any deliveries of Maintenance and Support Services to the Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled.

5.3 Other Remedies. Termination is not the sole remedy available under Section 5.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

5.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, and (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not limited to, the non-disclosure obligations set forth in the MNDCA.

6. DISPUTE RESOLUTION

6.1 Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties' Representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 7.6 of this Agreement as mutually agreed between the Parties. If the use of non-binding mediation is not successful, either Party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation

will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 7.6 of this Agreement.

7. GENERAL PROVISIONS

7.1 Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or sent by facsimile (provided confirmation of delivery is obtained at the time of transmission).

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:

Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:

City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A
E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either party may change the address for service by giving 15 days' advance written notice to the other party.

7.2 Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a Force Majeure. Lack of funds or

credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

7.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

7.4 Entire Agreement. This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

7.5 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

7.6 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer:

(a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement must be brought in either the United States District Court for the District of Delaware or the Commercial Division of the State Court of Delaware, which Court will have exclusive jurisdiction over any controversy arising out of this Agreement;

(b) consent to the jurisdiction of such Court in any such suit, action or proceeding;

(c) unconditionally waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such Court and claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(d) unconditionally waive a trial by jury in any such suit, action or proceeding.

7.7 Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable Laws relating to the subject matter of this Agreement.

7.8 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors. This Agreement shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

7.9 Further Assurance. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this Agreement.

7.10 Relationship of the Parties. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither party is an employee, agent or joint venture of the other. No rights or obligations other than those expressly recited herein

are to be implied from this Agreement. Specifically, nothing in this Agreement shall create a fiduciary relationship between the disclosing party and the receiving party. No license or other right is hereby granted directly or indirectly to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by, either Party.

7.11 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

Tantalus Systems Inc.

City of Monett

By: _____

Name: Param Pawar

Title: VP, Finance

By: _____

Name: _____

Title: _____

EXHIBIT A END USER LICENSE AGREEMENT

This End User License Agreement (the “**EULA**”) is dated as of _____ and effective as of the date of first use of Licensed Software by Customer between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada (“**Tantalus**”) on behalf of itself and its Affiliates, and City of Monett, a Missouri municipal utility having its principal place of business at 217 5th St. Monett, MO 65708 (“**Customer**”). Reference is hereby made to that certain Maintenance and Support Agreement, dated _____, by and between Tantalus Systems Inc. (an Affiliate of Tantalus) and Customer (the “**Maintenance and Support Agreement**”). All capitalized terms herein not otherwise defined shall have the meaning set forth in the Maintenance and Support Agreement.

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the “**Licensed Software**”), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER'S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering into this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Software solely for its internal business operations in conjunction with the application package purchased from Tantalus by Customer, for operation in Tantalus-approved application environments, and in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights.

RESTRICTIONS ON USE. Unless expressly permitted by Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce, modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover trademarks or proprietary notices of Tantalus or any third party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus-approved application environment(s); (vi) decompile,

disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer's purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vi) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (vii) make the Licensed Software available in any manner to any third party for use in the third party's business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (viii) use the Licensed Software to provide third-party training; (ix) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier's prior written consent; (x) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xi) publish any results of any benchmarks or similar tests performed on the Licensed Software. Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer's behalf for Customer's internal business operations, subject to the terms of Article I of this EULA. Customer shall be responsible for its agents', contractors', outsourcers', customers' and members' use of the Licensed Software and compliance with this EULA.

Except as set forth herein, pursuant to the Maintenance and Support Agreement or as otherwise agreed by Customer and Tantalus in writing, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customers use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). Customer agrees that no data, information and/or

Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use the Licensed Software, source code, object code and related information and documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, upon reasonable request, to audit the systems and records of Customer necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, and such third-party suppliers may audit Customer directly. Customer acknowledges and agrees that Tantalus or its third-party suppliers, as applicable, shall not be responsible for any costs incurred by Customer in cooperating with audits under this section.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of shipment of Network Equipment from the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. ("Shipping Point"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not

by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in that certain Maintenance and Support Agreement, dated as of _____, by and between Tantalus and Customer) in effect at such time.

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal or improper use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE LICENSED SOFTWARE OR THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE LICENSED SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF

PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon ten (10) Business Days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Further, the sections entitled 'RESTRICTIONS ON USE,' 'EXPORT RESTRICTIONS,' 'OWNERSHIP,' 'LIMITED WARRANTY,' 'LIMITATION OF REMEDIES,' 'CUSTOMER'S SOLE REMEDY,' and this Article II shall survive any termination or expiration of this EULA. Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA (a) upon termination of the Maintenance and Support Agreement or if Customer is no longer receiving Maintenance and Support Services from Tantalus or its Affiliates, (b) if Customer fails to cure any material breach of this EULA within thirty (30) days after written notice of such breach including without limitation Customer's failure to pay any amounts required pursuant to this Article II, provided that Tantalus may terminate this EULA and the license granted pursuant to Article I of this EULA immediately upon any breach of Article I of this EULA; (c) if Customer ceases operation without a successor; (d) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. and Canadian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (e) if Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA if Customer does not abide by the terms and conditions of this EULA. Upon termination of the license granted pursuant to Article I of this EULA for any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

PAYMENT. Customer shall pay all fees and other amounts payable associated with the Licensed Software and any goods or services purchased by Customer from Tantalus or its Affiliates, including, without limitation, all fees for Maintenance and Support Services, in accordance with the terms and conditions pursuant to which such goods and services are purchased by Customer.

NOTICES. All notices under this EULA must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by

e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:
City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A
E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

ENTIRE AGREEMENT. This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both Parties.

GOVERNING LAW AND VENUE. This EULA shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this EULA shall

be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Wake County, North Carolina.

SUCCESSORS AND ASSIGNS. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

NON-WAIVER. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, this EULA has been executed and delivered as of the Effective Date.

TANTALUS SYSTEMS CORP.

By: _____
Name: Param Pawar
Title: VP, Finance
Address: 200-3555 Gilmore Way
Burnaby, BC V5G 0B3
E-Mail: ppawar@tantalus.com

City of Monett

By: _____
Name: _____
Title: _____
Address: 217 5th St.
Monett, MO 65708
E-Mail: _____

**LICENSED SOFTWARE MAINTENANCE SERVICES
ADDENDUM A-1**

This is Addendum A-1 to the End User License Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to [Exhibit B](#) - Technical Support Agreement at no additional cost to Customer and Customer agrees to cooperate, if required, in the scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer from Shipping Point. Thereafter, Tantalus shall invoice Customer in advance on an annual basis for such Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Such fees shall be adjusted from time to time in accordance with the Maintenance Agreement. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. Any payments outstanding for more than ninety (90) days from date of invoice will be considered a default under the Agreement. In the event of a default,

Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in default (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

CUSTOMER RESPONSIBILITIES. Customer shall maintain up- to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to- date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

EXHIBIT B

TECHNICAL SUPPORT

Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Maintenance and Support Agreement.

1. Technical Support. Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard email and telephone technical support set forth in Addendum B-1 ("**Technical Support**"). On-site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. Technical Support shall commence 12 months from the earlier of the date of shipment of the server, start of hosting or spin-up of virtual server, as applicable. ("**Start Date**").

Optional: ☐ **Premium Level Technical Support**
Check here if elected by Customer

2. Pricing. The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints ("**Endpoints**") shipped to the Customer. All prices are based on a 12-month period and are exclusive of all federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Technical Support by Tantalus, excluding taxes on Tantalus' income generally.

3. Payment. Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Payment terms will be net thirty (30) days from date of Tantalus' invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Technical Support to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Technical Support by paying to Tantalus, within thirty (30) days of Customer's

receipt of an invoice for such Technical Support from Tantalus, the then current applicable Technical Support Fee for such Technical Support, and all applicable annual Technical support for the period of time during which the Customer was in default (the "**Back-Dated Technical Support Fees**").

4. Price or Plan Changes. Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Table 1 of Addendum B-1 and (2) *Plan Pricing* as outlined in Addendum B-2 on written notice to Customer provided at least sixty (60) days prior to the expiry of the then current Term. In the event that Customer elects to change its Technical Support from standard to premium or vice versa at any time, or if Customer elects to receive Additional Services (as defined in Addendum A-1 to the EULA), Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support and/or Additional Services (and the corresponding fees associated with such Technical Support and/or Additional Services) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer and, for the avoidance of doubt, such adjustments shall not otherwise be subject to the prior notice requirement referenced in this Section 4 ("**Support Change Acknowledgement**").

5. On-Site Support. Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel.

6. Customer Obligations. Customer agrees:

(a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any Network Equipment problems prior to contacting Technical Support; that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of Network Equipment ("**Network Equipment Operators**") and (ii) ensure that those Network Equipment Operators are the only individuals that request Technical Support; (b) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with the Standards; (c) to safeguard all data during any Network Equipment system maintenance; and (d) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

TECHNICAL SUPPORT PLAN ADDENDUM B-1

This document is Addendum B-1 to Exhibit B - Technical Support of Tantalus' Maintenance and Support Agreement. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

The Technical Support plans available are as follows:

STANDARD ¹	PREMIUM ²
Standard Support Includes: Technical Support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable)	Premium Support Includes: Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring* *Exception Based Monitoring is defined as alarms related to head end server and/or NC issues
Consolidated Invoices (TSA/Annual Support) - Licensed Software Annual Maintenance - Endpoint Annual Maintenance	Consolidated Invoices (TSA/Annual Support) - Licensed Software Annual Maintenance - Endpoint Annual Maintenance
Quarterly Training Sessions - Remote [non-certification]	Quarterly Training Sessions - Remote [non-certification]
Customer Community access	Customer Community access
	Annual Users Conference - Admission for 2
	Priority email premiumsupport@tantalus.com - Response in 4 hours
	Priority Support Line
	Online Technical Support Chat
	Annual Certification Training - Tantalus University - Admission for 2
	Custom Billing Exports - Includes annual support
	48-hour Part Replacement - M-F (excluding U.S.A. and Canadian holidays), cutoff by 3:00 PM
	Advance RMA replacements - Shipment within 48 hours after reported issue
	Remote System Health Check - Annual investigation with reported customer action plan - WAN Assessment - LAN Assessment - Dashboard Health Check
	Assigned Project Manager (PM)

¹ Standard level technical support is required for all Customers.

² Premium level technical support is available for an additional fee.

Individual features of each plan are as described below:

CUSTOMER SUPPORT

Standard Level – Technical support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable).

Premium Level - Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable). Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring*

*Exception Based Monitoring is defined as alarms related to the head end server and/or base station issues.

CONSOLIDATED INVOICES

Consolidated invoices for licensed software maintenance and technical support, and hosting fees (as applicable).

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. Training sessions are designed as 60 - 90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded non-certification training sessions and webinars are made available in Customer Community.

COMMUNITY ACCESS

Community Access includes the following:

- Tools to track the status of current and previous equipment

NOTE: THE REMAINING TECHNICAL SUPPORT FEATURES BELOW ARE ONLY AVAILABLE WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the Annual Tantalus Users Conference ("TUC").

The annual TUC provides an excellent opportunity for the Tantalus community to gather for education, sharing, networking, and social events. The TUC is a knowledge-driven event with heavy focus on the customer experience, technical training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT EMAIL

With purchase of a Premium package, Customer will receive a priority

orders and enter and track Return Material Authorization ("RMA") orders for Tantalus equipment.

- A library provides technical product documentation and installation guides.
- A Project Information section including tracking of project related meetings and action items.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability.

Time sensitive and urgent issues should be raised by Customer via Tantalus' Technical Support Line at +1- 877-886-3848.

Routine Documentation Updates

Routine updates to operational material will be provided to all Customers. Examples of these documents include network server operations manuals, endpoint product manuals, Insight operations manuals and other manuals, as applicable. Updated versions of all Customer documentation will be available in Customer Community.

STANDARD TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

For non-urgent issues, please email:

tantalustechsupport@tantalus.com

email address which directs email messages to the Field Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next business day.

Priority Support Email Address: premiumsupport@tantalus.com

PRIORITY SUPPORT LINE

With purchase of a Premium package, once available, Customer will have direct access to Tantalus' Field Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with generally recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time, depending upon the accuracy and completeness of the

information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Premium Support Customers will be able to access Tantalus' Online Technical Support Chat ("Live Chat") to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Field Service representative.

- Live Chat is available through Customer Community and will be queued on a first come- first-serve basis.
- Hours of operation - 8:00 am to 5:00 pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING

With purchase of a Premium package, Customer receives admission for two (2) Tantalus Users to attend Tantalus University™. This comprehensive training and certification series is designed to provide a full range of advanced training opportunities to Tantalus Users across all departments and roles.

Please see <https://tantalus.com/training/> for more detail.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system from Insight.

Insight can be used to bill utility customers based on end of day readings, interval readings, for both single- phase and polyphase meters.

Includes customized extraction scripts of Customer data from the Insight database and maintenance.

48 HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding base station / head end servers, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3:00 pm. Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most endpoint devices have a unique Network ID (NID) in a bar code on each unit. You can use the Customer Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Customer Community will help you through the process of submitting your request.

Inquiries about equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package and subject to a written Customer request, equipment repairs conducted under the applicable equipment warranty may include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

TANTALUS PREMIUM TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

For non-urgent issues, please email:

premiumsupport@tantalus.com

**ADDENDUM B-2
MAINTENANCE AND SUPPORT PRICING**

This document is Addendum B-2 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

Description	Quantity	Unit Price	Total
SV-4005 TRUConnect Database Hosting	1	\$12,000.00	\$12,000.00
SV-8002 TRUConnect Cellular Data Plan (200 MB)	36	\$108.00	\$3,888.00
TRUConnect Annual Maintenance	1	\$25,454.35	\$25,454.35
SL-2001 TRUConnect Technical Support - Standard	1	\$10,400.00	\$10,400.00
TOTAL			\$51,742.35

Pricing Notes & Assumptions:

- All fees are in US dollars.
- All prices/service fees exclude applicable taxes.
- Initial Deployment Services are billed on milestones. In the event that additional days are necessary for the Initial Deployment Services due to Customer electing Additional Services or an Excusing Event, Customer will be billed at the rate of \$1,800.00 per day.
 - This pricing may contain allowances, discounts and / or promotional pricing.
 - Additional Services shall be invoiced at Tantalus' then current list price unless the Parties agree to alternative pricing.
 - Annual System Support is available in both Premium and Standard Level. Changes to the Technical Support level elected by Customer are subject to the notice requirements described in Exhibit B

– Technical Support.

- Pricing assumes there are no changes or additions to other system factors, including without limitation, deployed meter quantities, software licenses, features and functionalities, server hardware/platforms. Additional Services (as defined in Addendum A-1 to the EULA) will be priced pursuant to Tantalus' then-current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer. In the event of such changes, the price for annual Maintenance and Support Services is subject to increase.
 - Except as expressly set forth on Exhibit D and unless otherwise specifically set forth in writing upon mutual agreement of all Parties, the pricing above does not include any costs associated with Third-Party Products.

EXHIBIT C
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**") between Tantalus Systems Inc., a Delaware corporation with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 on behalf of itself and its Affiliates ("**Tantalus**"), and City of Monett, a Missouri municipal utility with a primary business address of 217 5th St., Monett, MO 65708 ("**Customer**"). Tantalus and Customer shall be collectively referred to herein as the "**Parties**" and each individually as a "**Party**". The Parties acknowledge that Tantalus and Customer have entered into, or wish to enter into, a business relationship (the "**Business Relationship**") and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the "**Disclosing Party**") to the other Party (the "**Recipient**") or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as "confidential" (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. "**Representatives**" means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An "**Affiliate**" of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing

definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, "Confidential Information" does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third party other than as permitted under Section 4 below, without the prior written consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company (including without limitation, the other Party). Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible

objects which embody the other party's Confidential Information, and which are provided to the party hereunder. This Section 3 survives any termination.

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period. This Section 5 survives any termination.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the

Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof. This Section 7 survives any termination.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("Term"), provided however, the obligations of either Party under this Agreement with respect to any given information shall survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third party, such third party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, CT 06853
E-mail: mgrandis@tantalus.com

If to Company:
City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A

E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the tribunals in Wake County, North Carolina.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision. This Section 15 survives any termination.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security. This Section 16 survives any termination.

17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

Tantalus Systems Inc.

By: _____

Name: Param Pawar

Title: VP, Finance

Address: 1130 Situs Court, Suite 230
Raleigh, NC 27606

E-Mail: ppawar@tantalus.com

City of Monett

By: _____

Name: _____

Title: _____

Address: 217 5th St.
Monett, MO 65708

E-Mail: _____

EXHIBIT D THIRD-PARTY PRODUCTS

If applicable, Tantalus may host the Licensed Software using its own infrastructure or it may engage a third- party hosted services provider to host the Licensed Software on its behalf. In the event hosting is provided through a third-party provider, Tantalus may choose to migrate to another third-party provider at any time as long as equivalent services are provided.

Services relating to the installation, deployment and configuration of Network Equipment shall be the responsibility of Customer unless otherwise mutually agreed in writing by the Parties.

For the avoidance of doubt, electric, water or gas meters are Third-Party Products. Customer's purchase of any such meters shall be subject to the terms and conditions of the third-party manufacturer (including, without limitation, any terms relating to pricing, quantity and warranty). Tantalus does not guarantee the pricing or any other terms and conditions relating to such meters and any agreement pursuant to which Tantalus passes through terms and conditions relating to Third-Party Products shall be as mutually agreed in writing by the Parties.

AUTOMATED METERING INFRASTRUCTURE AGREEMENT

This Automated Metering Infrastructure Agreement is made and entered into this ____ day of _____, 20____ ("Effective Date"), by and between:

Anixter Inc., a Delaware corporation, and its affiliates and subsidiaries
(Referred to herein as "Anixter")

And _____

(Referred to herein as ("Purchaser"))

Collectively, Anixter and Purchaser may be referred to as "Parties."

WHEREAS, Purchaser desires to implement a communication system comprised of equipment and software that provides for two way communication with utility meters and other devices (the "System"); and

WHEREAS, Purchaser desires for Anixter to provide the following (only the checked items are applicable):

Exhibit A: Scope of Work
Exhibit B: Pricing, Fees, and Notes

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following words and phrases shall have the following meanings for the purposes of this Agreement.
 - a) "Agreement" means this document and the following exhibits, with this document to supersede all inconsistencies thereto, all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:

Exhibit A – Scope of work
Exhibit B – Pricing, Fees, and Notes
 - b) "Materials" means the equipment, software and related materials to be delivered to Purchaser as described on Exhibit A.
 - c) "Anixter Personnel" means all employees and contractors of Anixter assigned by Anixter to provide Services pursuant to this Agreement. Anixter Personnel shall not include any Purchaser Personnel.
 - d) "Project Schedule" shall mean the schedule developed in accordance with Section 4, below.
 - e) "Purchaser Personnel" means all employees of Purchaser, Purchaser's subcontractors and their employees, or any other persons or entities assigned by Purchaser to provide materials, services or labor in furtherance of the installation, deployment and use of the System. Purchaser Personnel shall not include any Anixter Personnel.

- f) "Services" shall mean those services to be performed by Anixter as described herein and in Exhibit A.
 - g) "Special-Order Products" means any Materials (i) that Anixter procures for Purchaser (including Materials that are custom made, modified, altered, or include special features), (ii) not readily saleable by Anixter to other customers, (iii) identified by Anixter as non-cancelable or non-returnable, or (iv) that Anixter specially stocks in its inventory as instructed by Purchaser or pursuant to a forecast provided by Purchaser.
 - h) "Work" shall mean the furnishing of Materials and Services, as described in Exhibit A; provided that (i) the portions of this Agreement relating solely to the delivery of Materials shall not be applicable and the delivery of Materials shall be excluded from the term "Work" if the Materials box is not checked above, and (ii) the portions of this Agreement relating solely to the provision of Services shall not be applicable and the provision of Services shall be excluded from the term "Work" if the Services box is not checked above.
2. Work. Anixter agrees to provide the Work, and Purchaser agrees to provide all necessary management, supervision, cooperation, resources and materials required (but not supplied by Anixter hereunder) to permit Anixter to provide the Work, including but not limited to:
- a) providing Anixter, in a timely manner and at no cost to Anixter, with all the assistance, information, data and materials specified in Exhibit A, or which Anixter reasonably requests for the performance of the Work;
 - b) agreeing to execute and be bound by the provisions of any developer-required, direct license agreements applicable to software provided to Purchaser, if any, in connection with the System;
 - c) providing Anixter Personnel with access to Purchaser's property and Purchaser Personnel as may be necessary for Anixter to perform the Work;
 - d) complying with all applicable federal and state laws and regulations, and complying with Anixter's and its sub-contractors reasonable safety requests;
 - e) devoting sufficient time and resources, including qualified personnel, to perform its obligations in accordance with this Agreement; and
 - f) ensuring that Purchaser Personnel cooperate with Anixter to facilitate Anixter's timely and efficient performance of its obligations under this Agreement.
3. Term. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until the earlier of (i) eighteen (18) months, unless mutually agreed in writing by the parties or (ii) termination in accordance with the terms of the Agreement (the "Term").
4. Time for Performance.
- a) Anixter and Purchaser shall meet promptly following the execution of this Agreement to discuss a Project Schedule and related matters. Anixter and Purchaser shall designate project managers who shall have primary responsibility for monitoring the Project Schedule to ensure that the milestone and/or delivery dates shown in the Project Schedule are met. Anixter shall use commercially reasonable efforts to perform the Work within the timeframes set forth in Exhibit A. Purchaser understands and agrees that the ability of Anixter to furnish the Work within such timeframes is dependent upon the timely

issuance of purchase orders by Purchaser (if required) and the timely performance of Purchaser's obligations hereunder.

- b) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or unavoidable delay by Anixter's suppliers, unavoidable delays in transportation or uncontrollable difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. No event described in this Section 4 shall excuse any obligation to pay any amount due to the other Party.

- 5. Purchase and Sale; Returns. Purchaser agrees to purchase the Materials and Services, as set forth in Exhibits A and B, from Anixter. Anixter agrees to sell to Purchaser the Materials and Services at the prices and in the quantities set forth on Exhibit B, as applicable, on the terms and conditions set forth in this Agreement.

No credit for Materials returned by Purchaser shall be given without Anixter's prior written authorization. All returns are subject to a restocking charge and Anixter's return policy found at <http://www.anixter.com/termsandconditions>.

Purchaser shall be deemed to have accepted the Materials unless written notice of rejection is given to the Anixter within ten (10) business days from date of delivery.

Notwithstanding any other term of this Agreement, Purchaser agrees it (i) must take possession and accept delivery of any Special-Order Product within ninety (90) days upon completion of Anixter's delivery obligations or the Materials being available for pick-up, as applicable, and (ii) cannot cancel any Order for Special-Order Product. If Purchaser (a) does not take possession and/or accepts delivery of any Special-Order Product upon completion of Anixter's delivery obligations or the Special-Order Product being available for pick-up, as applicable, or (b) cancels an Order for Special-Order Product, Purchaser shall then pay or reimburse Anixter up to the purchase price of the Special-Order Products.

- 6. Invoicing and Payment.

- a) Materials. Anixter shall invoice Purchaser for Materials in accordance with Exhibits A and/or B. Any change in quantities or destination may result in a price adjustment by Anixter. Anixter reserves the right to update its price in the event of any increase in tariffs, levies, duties, freight or importation cost or charges, supplier pricing or surcharge, or a material exchange rate fluctuation.
- b) Services. Anixter shall invoice Purchaser for Services in accordance with Exhibits A and/or B.
- c) Payment. Unless otherwise stated, invoices are due thirty (30) days from invoice date. The maximum allowable charge and/or interest allowed by applicable laws shall be applied to all undisputed past due amounts commencing from the due date of the invoice until paid. Anixter shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price.

- d) Purchaser's Credit. If Purchaser's credit becomes unsatisfactory in Anixter's sole discretion, Anixter reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Anixter if it becomes insolvent. Purchaser agrees to send Anixter written notice of any changes in the form of ownership of Purchaser's business within five (5) days of such changes.
7. Title; Risk of Loss; Freight. Title to and risk of loss of Materials passes to Purchaser upon delivery at the delivery point. Freight will be prepaid by Anixter and invoiced back to Purchaser. Purchaser must make all claims for shortage of Materials or for loss or damage to Materials for which Anixter bears the risk of loss within ten (10) calendar days after receipt of the shipment, in a written notice to Anixter describing the alleged shortage or damage. Partial shipments are permitted at Anixter's discretion.
8. Sales and Use Taxes. Anixter shall invoice to Purchaser any applicable state, county or local sales or use taxes applicable to the performance of the Work.
9. Substitution. Upon Purchaser's approval, Anixter shall have the right to provide substitute Materials for Materials specified on Exhibit A provided that such substitute Materials are functionally equivalent to the specified Materials. In the event of any such substitution, Anixter shall give Purchaser prompt written notice of its intention to make a substitution, which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substitute Materials are functionally equivalent to the specified Materials and providing disclosure of warranty terms and conditions applicable to each such substitute Materials, if different than the terms and conditions applicable to the specified Materials. Any substitution will be subject to acceptance and approval of Purchaser.
10. Warranties.
- a) Materials. Anixter is a reseller of goods only, and as such does not provide any warranties for the Materials it supplies hereunder. Anixter shall pass through to Purchaser any transferable manufacturer's standard warranties with respect to Materials purchased hereunder. PURCHASER SHALL, WITH ANIXTER'S ASSISTANCE, SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF MATERIALS, AND THESE WARRANTIES SHALL BE THE EXCLUSIVE RECOURSE OF PURCHASER FOR DEFECTIVE MATERIALS. THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND ANIXTER DISCLAIMS AND PURCHASER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE). IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE GOVERNING JURISDICTION, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).
- b) Services. With respect to Services to be performed by Anixter under this Agreement, Anixter warrants that the Services shall be performed in a professional, competent and workmanlike manner by Anixter Personnel appropriately qualified and trained to perform such Services. Purchaser acknowledges and agrees that, in performing the Services, Anixter will rely upon the accuracy and completeness of the information and data provided by Purchaser and that Anixter's performance is dependent on Purchaser's provision of complete and accurate information and data. In the event of a breach of the foregoing warranties relating to Services occurs within three (3) months from the project completion, Anixter shall, at its sole cost and expense and as Purchaser's sole and exclusive remedy, re-perform such Services. Notwithstanding the foregoing, Anixter shall charge Purchaser standard rates for all Services required as a result of defective Materials or other warranty claims against the manufacturer. ANIXTER EXCLUDES AND

DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO SERVICES.

11. Indemnity. For the purpose of this Section 11 only, "Purchaser Parties" shall mean Purchaser, its directors, officers, agents and employees, subsidiaries and affiliates; and "Anixter Parties" shall mean Anixter, its directors, officers, agents and employees and Anixter contractors and the contractor's directors, officers, agents and employees, and "Claims" shall mean third party claims, demands, suits or causes of action. The Parties' obligations under this Section 11 shall not be limited to their respective insurance coverage.
- a) Subject to Section 18, Anixter shall indemnify, defend and hold harmless Purchaser Parties from and against any and all losses, costs, expenses (including reasonable attorneys' fees), damages, and liabilities (collectively, "Damages"), arising from or in connection with any third-party Claim brought against the Purchaser Parties involving bodily injury (including death) or damage to tangible property to the extent arising from the negligence or willful misconduct of Anixter Parties in their performance of this Agreement. Anixter shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Purchaser, any suit or action brought against Purchaser Parties based upon such Claim.
 - b) Subject to Section 18, Purchaser shall indemnify, defend and hold harmless Anixter Parties from and against any and all Damages, arising from or in connection with any Claim which is brought against the Anixter Parties for bodily injury (including death) or damage to tangible property to the extent arising from the negligence or willful misconduct of Purchaser Parties in the performance of this Agreement. Purchaser shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Anixter, any suit or action brought against Anixter Parties based upon such Claim.
12. Confidentiality. The Parties agree that, as a result of the business relationship created by this Agreement, each Party will disclose certain non-public, proprietary information concerning its business to the other Party including, without limitation, financial information, pricing, sales and marketing materials, the Materials documentation, customer information and the terms of this Agreement (collectively, "Confidential Information"). The receiving Party agrees to keep the Confidential Information confidential and not to disclose any of the disclosing Party's Confidential Information in any manner whatsoever except that the disclosing Party's Confidential Information may be disclosed by the receiving Party to those of its officers, employees and agents who have a business need to know the Confidential Information for the sole purpose of performing the receiving Party's obligations under this Agreement. Anixter may also disclose Purchaser's Confidential Information to its contractors and suppliers in connection with its performance of this Agreement. The receiving Party agrees to ensure that all persons who have access to the Confidential Information through it are informed of the confidential nature of the Confidential Information and directed to comply with the terms of this provision. The receiving Party's obligations with respect to non-disclosure of the Confidential Information will survive the termination of this Agreement for a period of three (3) years. Nothing stated in this Section 12 shall be construed as taking precedence over Purchaser's obligations under applicable public records law. In the event of an irreconcilable conflict between this Section 12 and applicable law, applicable law shall control.
13. Publicity. Neither Party shall, without the express written consent of the other Party, make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's parent company) obligations under any applicable law or requirement of any stock exchange, and subject to Section 12 above, Purchaser may

publicize information that it deems necessary or appropriate to educate its customers concerning the System.

14. Insurance. In the event that Anixter's obligations hereunder require or contemplate the performance of Services on Purchaser's property or property of Purchaser's customers, Anixter agrees to provide the following insurance coverage:

- a) Commercial General Liability: \$1,000,000 each occurrence
 \$5,000,000 general aggregate
- b) Workers' Compensation: Statutory Limits
- c) Employer's Liability: \$1,000,000 each accident
 \$1,000,000 disease policy limit
 \$1,000,000 disease each employee

Anixter shall maintain insurance with carriers authorized to do business in the state in which the Services are being provided and having a current A.M. Best rating of not less than A minus (A-).

Purchaser shall be included as an additional insured as its interest may appear on the Commercial General Liability policy.

Anixter will provide a certificate of insurance evidencing the required insurance coverage.

Anixter shall provide Purchaser notice of termination of any of the required insurance coverage thirty (30) days in advance of such change.

15. Termination for Cause.

- a) Purchaser may terminate this Agreement for cause upon delivery to Anixter of a written notice of termination. Such notice of termination shall be given to Anixter at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:
 - i) If Anixter shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
 - ii) If a receiver, trustee or liquidator of any property or income of Anixter is appointed; or
 - iii) If Anixter defaults in any material manner in the performance of Anixter's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and fails within a reasonable time after written notice thereof from Purchaser to take reasonable steps to remedy such default.

In the event of termination for cause by Purchaser, Anixter shall be paid only the portion of the compensation related to Services performed and Materials delivered or subject to non-cancelable orders prior to the effective date of termination.

- b) Anixter may terminate this Agreement for cause upon delivery to Purchaser of a written notice of termination. Such notice of termination shall be given to Purchaser at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:

- i) If Purchaser shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
 - ii) If a receiver, trustee or liquidator of any property or income of Purchaser is appointed; or
 - iii) If Purchaser defaults in any material manner in the performance of Purchaser's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and fails within thirty (30) days after written notice thereof from Anixter to take reasonable steps to remedy such default.
16. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign its rights under this Agreement to an Affiliate of such Party or to an entity acquiring all or substantially all of the assets of such Party without prior approval of the other Party. Any assignment by Purchaser will be subject to Purchaser's assignee meeting Anixter's credit requirements. In such an event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls a Party or which such Party owns or controls directly or indirectly, or is under common control directly or indirectly with such Party through a common parent company.
17. Representations.
- a) Anixter represents and warrants that Anixter has the authority to execute, deliver and perform its obligations under this Agreement;
 - b) Purchaser represents and warrants that Purchaser has the authority to execute, deliver and perform its obligations under this Agreement, and that Purchaser has obtained all required regulatory approvals to enter into and to perform its obligations under this Agreement.
18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND EXCEPT FOR THE OBLIGATION TO PAY FOR PRODUCTS, SOFTWARE, AND SERVICES, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY FOR ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO ONE-HUNDRED THOUSAND U.S. DOLLARS (\$100,000 USD). IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF BENEFIT, LOSS OF PROFIT, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.
19. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by overnight delivery service or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below.

If to Anixter:
Dan Cothorn
1100 Old State Road East
Mattoon, IL 61938
dan.cothorn@wescodist.com

With a copy to:
Legal Department
Anixter Inc.
2301 Patriot Blvd
Glenview, IL 60026

CLC@anixter.wescodist.com

If to Purchaser:

[Insert Name/Address Here]

20. Compliance with Laws. Purchaser and Anixter shall comply with all applicable federal, state and local laws, and ordinances in the performance of its duties under this Agreement.
21. No Third Party Beneficiaries. PURCHASER AND ANIXTER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT PURCHASER AND ANIXTER ARE THE SOLE INTENDED BENEFICIARIES OF THIS AGREEMENT.
22. No Export. Purchaser shall not export or re-export, directly or indirectly, all or any part of the Materials or related technology obtained from Anixter under this Agreement except in accordance with applicable export laws and regulations of the U.S. Further, a purchaser that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
23. Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of laws rules and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Barry/Lawrence County [Please Indicate Preferred County], Missouri, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
24. Independent Contractor. Anixter agrees to perform and provide the Work under this Agreement as an independent contractor and not as a subcontractor, agent or employee or Purchaser, its parent, subsidiaries, or affiliates.
25. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
26. Privacy. Each party shall comply with all applicable laws governing the collection, use and disclosure of personal data (as defined by applicable domestic and international data protection laws) and must obtain any required consents with respect to the handling of personal data as required by law. Purchaser acknowledges that Anixter is headquartered in the United States and operates globally, that data collected by Anixter from Purchaser in connection with these Terms may be transferred into and/or processed in the United States or other locations by Anixter or an authorized third party/subcontractor, and Purchaser expressly consents to such transfer and processing.
27. Software License. If applicable, Purchaser shall be granted a limited license to use any software strictly pursuant to the license agreement provided by the product or software manufacturer, and Purchaser shall be bound by and comply with and ensure that its customers comply with, at all times, any license terms pertaining to such product or software. Anixter can provide the current terms of these third-party licenses upon request. If applicable, unless otherwise agreed to in writing, software associated with a product is licensed and not sold to Purchaser. Purchaser shall, and shall cause its Customers to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with its access to and use of the software; (ii) accept and comply with all obligations contained in the

license agreement provided by the product or software manufacturer; and (iii) use reasonable and diligent efforts pursuant to industry standards to protect and maintain user information collected by Purchaser's applications, including personally-identifiable information, from unauthorized access or use. Purchaser shall not: (i) transfer, assign or sublicense the software, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the software, except as specifically set forth herein; (ii) use the software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form. In the event software and/or services are provided and accessed by Purchaser through the internet at a website provided by Anixter, Purchaser acknowledges and agrees that Anixter is not responsible for (i) Purchaser's access to the internet, (ii) any breaches of security, interruptions and/or interceptions of information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Purchaser acknowledges that security of transmissions over the internet cannot be guaranteed.

28. Intellectual Property Ownership. Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property. Confidential Information, materials and/or deliverables. Purchaser grants to Anixter a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Purchaser material to perform its obligations during the term of this Agreement. Services will not be interpreted as "work for hire".
29. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Agreement. No modification, amendment, revisions or supplements to this Agreement shall be enforceable unless in writing, signed by both Purchaser and Anixter. Anixter's execution of Purchaser's purchase order shall not be deemed, in and of itself, to evidence Anixter's assent to any terms and conditions contained or referenced thereon.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ANIXTER INC.

PURCHASER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Wesco – Monett AMI Scope of Work

The following Exhibit defines the work that Wesco (also referred to herein as Anixter), itself and through its Subcontractors Tantalus, AmCoBi, and Goins Enterprises (Collectively, “Vendor”) will perform for City of Monett, MO (“Monett” or “Owner”) under the Agreement.

A-1: AMI System Scope of Work

1. Tantalus Project Statement of Work

City of Monett (Monett) is deploying a Tantalus AMI system to replace current electric and read the water meters. Target for project completion is 12 months from start. The system will consist of 4,895 electric and 4,211 water meters; all electric meters will be installed by Wesco as described in Section A-3. The water meters will start in conjunction with the electric install. Wesco will subcontract with Goins Enterprises for the installation of water meters as described in Section A-3. Tantalus AMI system will be Integrated with Caselle Connect for billing.

2. Deliverables

2.1. Oracle Hosted Server

Tantalus Control Center (TCC) will be commissioned in the Tantalus Oracle cloud. Hosting services will be charged annually. Tantalus will take care of all data backup and monitoring of the hosted solution.

2.2. TRUConnect System

2.2.1. Tantalus enabled meters and infrastructure

QTY	PRODUCT
33	RT-4220 TFG(s) - TRUSense 250 endpoint Fiber Gateway
3,909	TC-1220-RD - Tantalus Single Phase Remote Disconnect Module - Itron
165	TC-1216 - Tantalus Single Phase Module – Itron Meters
157	PP-1320 - Tantalus Poly Phase Module - Itron CP3 Meters
1	DT-116 - CENTRON Register Reset Key (used to set the Tantalus Centron module register to zero)
1	DT-410-BUN - Field Deployment Laptop Bundle kit (Scanner, Optical Probe, USB Ethernet Hub)
1	TCC Server - TCC-2001 – 10,000 ERML (Equivalent Residential Meter Load)

2.2.2. TRUConnect Insight User Interface including TRUView

2.3. Integrated Billing

Customer information will be received from Caselle Connect via flat file. Billing will be via daily CMEP, DRE file or a combination as requested by City of Monett.

2.4. Training

Training provided over the course of the project will result in role-based user proficiency. See additional details regarding training in the Milestones section.

3. Milestones

3.1. Project Setup

Project setup includes setting the City of Monett up in the applicable Tantalus business systems, identifying key stakeholders, and establishing a weekly project touchpoint for all involved parties. The Tantalus project manager is responsible for completion of this milestone.

3.2. System Design

A system design will be performed by Tantalus based on data provided by the City of Monett. This design will give proposed infrastructure locations for optimal communication using cellular backhaul. The provided locations will be validated by the City of Monett.

3.3. Server Setup

Tantalus will set up the TRUConnect Control Center (TCC) to be hosted in an Oracle Cloud environment. With the help of City of Monett, a VPN tunnel will be created to enable City of Monett access to the TCC.

3.4. Software Integration

Tantalus will work with Caselle Connect to create a CIS export as well as an automated billing export. Meter exchange files, if used, would need to be coordinated between Caselle Connect and the meter installer.

3.5. Initial Training

Initial training will be conducted by Tantalus personnel onsite at City of Monett. Training will include an overview of device programming and deployment, system configuration, and an in-depth review of navigating the TRUConnect user interface. MONETT will be responsible for ensuring all relevant personnel are present.

3.6. Infrastructure Installed

Infrastructure installation will be completed by City of Monett personnel in accordance with installation practices provided by Tantalus. TCGs will utilize cellular for backhaul, and City of Monett will be managed by Tantalus.

3.7. Meter Installation

Meter installation will be completed by Wesco personnel or its contractor. This milestone reflects such point in time as the electric meters are installed to incorporate the existing City of Monett electric service territory.

3.8. Second Training

Tantalus will arrange final training with all relevant City of Monett personnel to review TRUConnect Insight UI and ensure users are comfortable navigating and leveraging the platform. Training will be held virtually.

3.9. Optimization Complete

Tantalus will, together with City of Monett, analyze device link quality and routing depth and will reassociate devices as necessary to optimize their connectivity to the network.

3.10. Full Deployment Meter Installation

The city water meters will begin shortly after the electric meters are started. It is anticipated that this will be completed as possible. City of Monett will be responsible for installing water meters 2" and larger.

4. Project Timeline

Electric deployment is targeted to be completed within 12 months of project start. Water deployment will follow electric at a schedule to be discussed with City of Monett. Detailed project tasking will be reviewed during regular project cadence meetings.

5. Project Payments

Refer to Exhibit B for full pricing details. Product will be invoiced as delivered. Installation will be invoiced weekly. Project Milestones are invoices as the Milestone is completed.

5.1. By Deliverable

TCC-2001 with TRUConnect Insight license – 10K ERML

To be billed upon completion of TCC and VPN Tunnel setup.

All other equipment per the project PO to be scheduled and invoiced upon shipment.

5.2. By Schedule

SV-1000 – Deployment Services:

To be billed upon completion of a project milestone at the approximate percentages outlined below for each milestone during the initial ERT Overlay and incremental full deployment milestones.

Project Milestone	Invoice % of SV-1000 total
Project Setup	20%
Placement Design	10%
TCC Installed	20%
Integration - CSA	10%
Infrastructure Installed	10%
Initial Training	10%
Meter Installation	5%
Second Training	5%
Optimization Complete	5%
Project Complete	5%

6. Changes

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule
- Discretionary changes to the project scope
- Non-availability of products, resources or services which are beyond Tantalus's control
- Environmental or architectural impediments not previously identified
- Lack of access to client personnel or facilities necessary to complete project

If it becomes necessary to change this SOW, the following process will be followed:

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, reasons for the change, and the anticipated effect the change will have on the project. The PCR may include, but not be limited to, scheduling changes, pricing, etc. A PCR may be initiated by either City of Monett or Tantalus.

The Project Managers will review the PCR and either approve or reject it. Upon acceptance of the change request by all Project Managers, the changes will be incorporated into the project. Any Purchase Orders affected by the change will be included in the PCR, and the PCR Number will be referenced when invoicing for any additional charges against those Purchase Orders.

A-2: MDM / Customer Portal Scope of Work

1. AmCoBi Project Statement of Work

To initiate this project and make UtilityHawk available to City of Monett customers, the following tasks need to be completed:

- Configure the UtilityHawk portal
- Import customer account information from the CIS system
- Import billing rates and tiers
- Integrate consumption data from the chosen AMI system
- Provide software training to employees
- Launch the production site and notify customers of the new service
- Provide ongoing support to employees

The following is a high-level listing of tasking for implementation of the UtilityHawk solution:

Task Description	Responsible Party
City of Monett signs a SaaS Services Agreement to proceed with this project.	City of Monett
Configure the portal for City of Monett.	AmCoBi
Import customer account and billing rate information.	AmCoBi
Integrate AMI consumption and weather data into UtilityHawk.	AmCoBi & The AMI System
Provide software training to employees.	City of Monett & AmCoBi
Launch the production site.	City of Monett & AmCoBi

A-3: Installation Services Scope of Work

1. Overview

Vendor installation team will utilize Handheld Data Collectors (HDC) with bar code scanners. These handheld devices allow Vendor to gather installation data efficiently and accurately. Once collected, this data can be formatted to allow for easy uploading to the utility's billing system. The WASP (Wesco Advanced Services Portal) is a highly customizable, proven system for managing large-scale electric and water meter change-out projects. The WASP allows for the convenient tracking of all important details associated with a meter change-out program including:

- Customer Account Data (account number, address)
- Existing customer service information & customer contact records
- Installation details
- Work progress tracking (routes, incomplete lists, etc.)
- Installer
- Old and new meter readings

At the beginning of a change-out program, all relevant existing customer data is downloaded to the WASP. Data such as customer account number, name, address, phone number, and any known details associated with the existing service are downloaded to the system. The WASP includes a series of data fields for purposes of capturing appropriate information associated with the installation program. The WASP database is customized to ensure capture of all relevant data in order to populate Owner's database(s) and/or GIS. Examples of field types can include collection of informational data could include meter tampering, photographs of meter, GPS coordinate, etc. All data collected can be transmitted in an electronic format that is compatible with the existing billing system.

2. Field Installation Reports

Each Anixter installation technician will be provided with a Handheld Data Collector (HDC) that will be specifically programmed to prompt the technician to input the data agreed to be collected for a given project.

The HDC is a multifunction device. It is capable of capturing barcode data from newly installed or existing equipment. Barcode scanning allows for quick and accurate input of serial number data from equipment. In the event a bar code is not available, the technician will key in the appropriate serial numbers. Whenever possible, pull-down menus or look-up lists are used to minimize technician data entry errors for entries such as size/type of equipment installed or type/condition of the existing service.

The HDC syncs to the WASP server via cellular data. The data is synced real time and multiple HDC's can be used syncing to the same real-time database. Daily the data is compared to data already residing within the WASP and is either appended to the data set or, if a conflict is identified, the APS Project Manager would reconcile the discrepancy. Once this data is reconciled, it is then available for review by our customer. Typically install data files are reconciled and made available by the next business day.

1. Breakdown of installs monthly, daily, and hourly
 - a. Data in the WASP is up-to-the minute and constantly auto-populated with data from the HDC's in the field
2. Progress and trending reports
3. Failed attempts log
4. Search functionality using any meter detail and/or date range
 - a. Can empower utility CSRs to respond to inquiries quickly and provide data
 - b. Some customization is available to add additional fields (i.e. the meter seal barcode or whether service is Overhead or Underground)
5. Data repository with Excel download capabilities enabling the utility to sort and analyze data
 - a. Data also auto-transferred to customer ERP nightly)
6. New and old meter images – Zoom feature allows for reviewing all meter details including the meter seal installation and serial numbers
7. Map log of install

3. Electric Meter Exchange Procedures

Over many years of performing meter changeouts for utilities, Anixter has developed Standard Operating Procedures (SOPs) related to our exchange procedures. These SOPs are in place to ensure safety, quality, and proper documentation of our meter changeout services for each utility.

For reference, the following lists the five photos that will be captured for each meter exchange:

1. Photo at arrival, showing the existing (old) meter and condition of surrounding area. Photo taken approximately 10 feet back from meter.
2. Photo of existing (old) meter, showing current reading.
3. Photo of empty socket.
4. Photo of new meter installed, showing display powered.
5. Photo at departure, showing the new meter and condition of surrounding area. Photo taken approximately 10 feet back from meter.

3.1. SOP for Residential single phase 120/240 volt services/accounts

1. Make contact with utility supervisor, if necessary, prior to executing the day's work orders.
2. Arrive at the location.
 - a. Do not drive across private property and stay on the roadways.
3. Make contact with homeowner if possible.
4. Take picture of site prior to performing work.
5. Conduct a visual inspection of installation.
 - a. If the installation does not appear to be up to current standards, **Do Not Proceed**.
 - b. Note the meter number and continue to the next location.
 - c. Provide information to project manager by end of the work day.
6. Verify meter number with meter numbers in HDC.
7. Verify information for service order (i.e. meter number. form number, voltage etc.).
8. Record Data (i.e. KWH reading).
9. Take picture of old meter while still in-service close-up with reading clearly visible.
10. Confirm appropriate PPE in place, approved by Customer safety director.
11. Cut seal on meter and remove cover.
 - a. Note if meter seal has been removed/cut.
12. Remove old meter.
13. Do a visual inspection of meter base and socket, wiring, and wiring to the meter.
14. Take picture of empty meter socket.
15. Install new meter with correct form. If it is identified that the incorrect meter type was previously installed, this will be corrected and noted.
16. Replace the meter ring and/or cover and reseal meter. Record meter seal number.
17. Scan module number bar code on meter.
18. Scan utility meter number bar code.
19. Capture GPS coordinates.
20. Confirm the meter is energized before leaving the site by verifying that the LCD screen on the meter displays, with no error codes.
21. Prior to departure, installer should leave a door hanger indicating the results of the visit.
22. Take picture of new meter while still in service with new meter seal and reading visible.
23. Take site picture after work is completed and area is clean.

4. Requirements

Vendor will provide the following items:

1. Qualified and trained meter exchange personnel who are employees of Anixter.
2. Internal quality control procedures to validate meter exchange data.
3. Safety training for meter exchange personal as required and all safety equipment and clothing necessary to complete the work requirements and to meet industry regulation and standards.
4. Vendor-branded Technician Identification Badges, if required by Owner.
5. Access for Owner personnel to the web based, WASP (Wesco Advanced Services Portal) to track the meter exchange process and to view the site pictures and other information gathered.
6. All equipment necessary to accomplish the exchange of meters and to provide documentation as required by this agreement, including; handheld data collectors (HDC) with barcode scanners, cellular connection and phone.
7. Daily meter exchange data, reporting on the meters exchanged that day, in an agreed upon electronic, importable format to be imported into the utility CIS, by Owner.

Owner will provide the following items:

1. All necessary material to perform work (meter socket seals, keys, meter rings, etc.).
2. Meters/Transmitters are being procured by Owner from Vendor under the Agreement, as detailed in Exhibit B.
3. Short term storage for new meters and coordination with Vendor installation personal for checking out new meters.
4. Door hangers, if required by Owner.
5. Magnetic vehicle signs, if required by Owner.
6. Project management: Owner will provide a Meter Exchange Coordinator, for coordination with the Vendor Project Manager and Vendor employees.
7. Access information to End Customer premises.
8. Digital and/or physical maps, to aid installers in finding hard to reach meters.
9. Billing routes and billing blackout information.
10. End Customer data in an electronic importable format to coordinated specifications for the APS-TS.
11. Bucket truck & personnel if required.
12. Letters of authorization and /or Owner identification cards, identifying Vendor employees as being authorized to access and replace Owner meters.
13. Any items not specifically defined but required in order to perform meter exchange work.

Installation rules / exceptions:

1. Vendor and Owner will coordinate the meter installation schedule. Vendor will ensure that meters are not exchanged during scheduled blackout dates.

5. Water Meter Exchange Procedures

Anixter's Water Exchange Contractor will follow the below procedures for water meter exchanges. If only the Register and/or Communication Module need to be installed, and not a full meter exchange, these procedures will be abbreviated accordingly.

1. Locate Address on change out list and drive to location.
2. Arrive at the location
 - a. Do not drive on private property and stay on roadways
3. Verify address on list to numbers on house.

4. Make contact with home owner if possible.
5. Find meter pit for property and park near pit.
6. Turn on flashing beacons.
7. Press grey button on left side of Handheld to bring up Meson program.
8. Select Step 4, enter Installs.
9. Scan Barcode on change out list that corresponds with house with Handheld.
10. Ensure that info on Handheld matches house number.
11. Exit truck with Handheld, set out traffic cones (in high traffic areas), take screwdriver and kneeboard to meter pit, and remove lid.
12. Match serial number from old meter with information on "Meter" tab from bottom menu of Handheld display.
13. Perform a visual site survey from the incoming pipe to the meter and document any conditions that require follow-up by MONETT management personnel. This may include but is not limited to safety hazards, improper electrical grounding to the water pipes, excessive corrosion, leaks, malfunctioning valves, broken meter seals and other unusual conditions. Contractor will specify to the best of its ability if the conditions being reported pertain to the customer's or Owner's facilities. A digital photo shall be taken of any condition so identified and clearly referenced to the pertinent meter location.
14. Select "Reading" tab from bottom menu of Handheld display and input the reading from the old meter (all numbers from left to right).
15. Select "Finish" tab from bottom menu of Handheld display, tap the open box next to "New Route ID" and tap the "Copy" button.
16. Hold the Handheld over the meter pit and tap the "GPS" button to record the GPS location of the meter pit.
17. Perform a visual inspection of the existing water meter prior to removal of the meter. The visual inspection will include a check and documentation of the water meter and piping general condition, potential water damage, malfunction, diversion or other issues. Electronically document the findings and the follow-up actions with the appropriate MONETT management personnel. Dangerous (a condition that in the opinion of the employee making the observation, needs remedy without delay) conditions shall be reported to MONETT Management immediately, and Contractor will remain on site until MONETT Management personnel arrive.
18. Take Handheld to the back of the truck where new meters and communication modules are stored, select a new meter and communication module to be used for this location.
19. Tap the "Meter" tab from the bottom menu of Handheld display, tap the empty box next to the blue "Cp" button and scan the barcode for the new meter (for Badger the barcode is on the side of the meter).
20. Select "H=Hot Rod" for changing a Badger Meter, from the device type list, then tap the empty box next to the "New AMR #". Scan the barcode on the communication module being used for this location.
21. Take tools, new meter, and communication module to the meter pit.
22. Look at old meter and determine if the service is ON or OFF at this time.
23. Before turning service off to house, make sure the water is not being used by the customer. (if service is being used, knock on the door and let the customer know that you will be changing meter and that they will be out of service for 5 to 10 minutes). Also, note the direction that the existing meter is flowing.
24. Turn Service off.
25. Unscrew connectors on meter setting and remove old meter, making sure to remove old gaskets from setting as well.
26. Replace meter gaskets, spray bleach on the connections, install the new AMI water meter and seal the meter.
27. Install new meter in the correct direction with new gaskets and tighten connectors on setting.
28. PRIOR to turning service back on, open outdoor hydrant to allow flushing of debris and air.
29. Turn service back on to customer SLOWLY!

30. Close outdoor hydrant AFTER all air has been flushed from the line and water runs clear.
31. Watch meter display and make sure that flow eventually stops.
32. CHECK FOR LEAKS!!!
33. Verify that the new meter functions properly before leaving the site. This includes but is not limited to verifying that the meter powers up and cycles through all data displays.
34. For cases where the register and radio need to be exchanged, perform the exchange as required.
35. Connect the communication module to the new meter via the 3-prong plug.
36. Determine if the meter lid has the required hole. If not, take lid to truck and cut hole in lid with drill press.
37. Return lid to meter pit and install communication module into lid and connect the communication module to the meter.
38. Clean up any trash and ALL tools in or around the meter pit.
39. Replace the lid to the meter pit and ensure that it fits properly.
40. Take all tools and trash along with the old meter to the truck.
41. Select the "Camera" tab from the bottom menu on the Handheld and take a picture of the top of the old meter, showing the meter number and old reading.
42. Tap all tabs on the bottom menu on the Handheld to make sure all of the information entered is correct.
43. From the "Finish" tab tic the "Mark Complete" box and tap the "Save" button on the bottom of the Handheld display once all information entered has been verified.
44. Sign name and put current date next to the address on the Change out List.

In Witness Whereof, the Parties have caused this Statement of Work No. 1 to be signed as of the date set forth below by their duly authorized representatives.

Wesco

By: _____

Name: _____

Title: _____

Date: _____

City of Monett

By: _____

Name: _____

Title: _____

Date: _____

This Maintenance and Support Agreement (the “**Agreement**”) is made and entered into on _____ (“**Effective Date**”), by and between Tantalus Systems Inc., a Delaware corporation (“**Tantalus**”) having its principal place of business at 1130 Situs Court, Suite 230, Raleigh, NC 27606 and the City of Monett, a Missouri municipal utility (“**Customer**”) having its principal place of business at 217 5th St. Monett, MO 65708 (each a “**Party**” and collectively referred to as the “**Parties**”).

This Agreement includes the following Exhibits and Addendum:

- [Exhibit A](#) End-User License Agreement
- Addendum A-1 Licensed Software Maintenance Services
- [Exhibit B](#) Technical Support
- Addendum B-1 Technical Support Plan
- Addendum B-2 Maintenance and Support Pricing
- [Exhibit C](#) Mutual Non-Disclosure and Confidentiality Agreement
- [Exhibit D](#) Third-Party Products

Each Exhibit and Addendum is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibits and Addenda and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern.

The Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement or Addenda, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) “**Business Day**” means any day that is not a Saturday, Sunday or a Tantalus-authorized “holiday”.

(c) “**Confidential Information**” has the meaning set forth in the [MNDCA](#).

(d) “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(e) “**EULA**” means Tantalus’ then current end-user software license agreement setting forth the terms and conditions of Customer’s permitted use of the Licensed Software. A copy of the EULA, current as of the Effective Date, is attached hereto as [Exhibit A](#), which EULA may be amended from time to time in Tantalus’ sole discretion.

(f) “**Excusing Event**” means any (i) Force Majeure ; (ii) failure, act or omission of Customer or its agents, employees, suppliers,

subcontractors or consultants, including without limitation improper performance of Customer’s responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including Tantalus’ authorized Reseller) or its agents, employees, suppliers, subcontractors or consultants; or (iv) failure of any components or services (hardware, software, network, maintenance) provided and/or maintained by Customer.

(g) “**Force Majeure**” means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under this Agreement); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”).

(h) **"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(i) **"Licensed Software"** means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto.

(j) **"Licensed Software Maintenance Services"** shall have the meaning ascribed to them in [Exhibit A](#).

(k) **"Maintenance and Support Services"** means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to this Agreement.

(l) **"MNDCA"** means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as [Exhibit C](#).

(m) **"Network Equipment"** means the equipment manufactured by or for Tantalus for use as part of the Tantalus Grid Modernization Platform™ ("**TGMP**") and its associated Licensed Software that are or will be purchased from Tantalus hereunder as set forth on a Purchase Order (from time to time). For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products.

(n) **"Proprietary Rights"** means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(o) **"Representative"** means such Party's directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(p) **"Reseller"** means a third party authorized by Tantalus in writing to purchase and resell Network Equipment and certain related services, as applicable.

(q) **"Specifications"** means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards.

(r) **"Standards"** means the applicable industry standards necessary for the proper installation, maintenance and operation of Network Equipment, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective.

(s) **"Technical Support"** means the technical support services described in [Exhibit B](#).

(t) **"Third-Party Product"** means any products, software, materials, information or services that are manufactured, provided and/or licensed by, or otherwise proprietary to, a person or entity other than Tantalus.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms "this Agreement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular Section or other portion hereof;

(b) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(c) time is of the essence; and

(d) references to a "party" or "parties" are references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

2. TERMS OF PURCHASE AND SALE

2.1 Network Equipment; Purpose/Goal. Pursuant to a separate agreement (the "**Anixter Agreement**") by and between Customer and Anixter Power Solutions ("**Anixter**"), a Reseller, Customer may purchase Network Equipment, deployment and other related services, and Third-Party Products from Anixter in connection with Customer's deployment of Network Equipment. In connection with Customer's deployment of Network Equipment, this Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Maintenance and Support Services and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the license and use of the Licensed Software, the provision of Technical Support and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Pricing. The prices provided to Customer under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges (including those imposed on Tantalus) now in force or enacted in the future which are associated with the provision of Network Equipment, Third-Party Products, and Maintenance and Support Services by Tantalus, excluding taxes on Tantalus' income generally.

2.3 Price Changes. Tantalus reserves the right, in its sole discretion, to revise prices upon thirty (30) days prior written notice to Customer, by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) 3.5% per year.

2.4 Payment. Tantalus shall issue periodic invoices to Customer for all Maintenance and Support Services and Third-Party Products, as applicable, as fees for such goods and services are incurred. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing.

2.5 Third-Party Products. Except as expressly set forth on [Exhibit D](#) and unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions) upon mutual agreement of all involved parties, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to Network Equipment, including their modification, deletion, disclosure or collection of Customer information.

2.6 Confidentiality. The Parties have entered into the MNDCA in the form attached hereto as [Exhibit C](#). Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations shall survive termination of this Agreement.

3. LIABILITY AND INDEMNITY

3.1 General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend

Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

3.2 Customer Indemnity. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its Representatives, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Maintenance and Support Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment and Network Equipment or Customer's breach of any term, representation or warranty of this Agreement.

3.3 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF MAINTENANCE AND SUPPORT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER OR BY ANY COMMUNICATIONS NETWORK OR ANY PORTION THEREOF, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE

SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

NEITHER TANTALUS NOR ITS NETWORK EQUIPMENT GUARANTEE THE PERFORMANCE OF THE CUSTOMER'S TRANSMISSION OR DISTRIBUTION OF ELECTRICITY. CUSTOMER UNDERSTANDS AND AGREES THAT TANTALUS SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO CUSTOMER OR ANY PERSON OR PROPERTY USING CUSTOMER'S SERVICES.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property. Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in Network Equipment and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of Network Equipment with any other product of Tantalus.

5. TERMINATION

5.1 Term. Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the execution date of this Agreement ("**Initial Term**"). Thereafter, the Agreement will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of this Agreement (each, together with the Initial Term, the "**Term**").

5.2 Termination.

(a) Either Party may terminate this Agreement effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

(ii) breaches its obligations related to confidentiality; or

(iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the Party not at fault has given the other Party forty five (45) days prior written notice of such default and such other Party has not remedied the default during such 45-day cure period; provided however if the defaulting

Party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Maintenance and Support Services for the period prior to the effective date of such termination.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under Section 5.2(a), then any deliveries of Maintenance and Support Services to the Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled.

5.3 Other Remedies. Termination is not the sole remedy available under Section 5.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

5.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, and (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not limited to, the non-disclosure obligations set forth in the MNDCA.

6. DISPUTE RESOLUTION

6.1 Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties' Representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 7.6 of this Agreement as mutually agreed between the Parties. If the use of non-binding mediation is not successful, either Party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation

will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 7.6 of this Agreement.

7. GENERAL PROVISIONS

7.1 Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or sent by facsimile (provided confirmation of delivery is obtained at the time of transmission).

Communications must be addressed to the Parties as follows:

If to Tantalus:

Peter A. Londa, President & CEO Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:

Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:

City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A
E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either party may change the address for service by giving 15 days' advance written notice to the other party.

7.2 Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a Force Majeure. Lack of funds or

credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

7.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

7.4 Entire Agreement. This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

7.5 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

7.6 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer:

(a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement must be brought in either the United States District Court for the District of Delaware or the Commercial Division of the State Court of Delaware, which Court will have exclusive jurisdiction over any controversy arising out of this Agreement;

(b) consent to the jurisdiction of such Court in any such suit, action or proceeding;

(c) unconditionally waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such Court and claim that any such suit, action or proceeding has been brought in an inconvenient forum; and

(d) unconditionally waive a trial by jury in any such suit, action or proceeding.

7.7 Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable Laws relating to the subject matter of this Agreement.

7.8 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors. This Agreement shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

7.9 Further Assurance. Each Party undertakes with the other Party that it will execute such documents and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of this Agreement.

7.10 Relationship of the Parties. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither party is an employee, agent or joint venture of the other. No rights or obligations other than those expressly recited herein

are to be implied from this Agreement. Specifically, nothing in this Agreement shall create a fiduciary relationship between the disclosing party and the receiving party. No license or other right is hereby granted directly or indirectly to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by, either Party.

7.11 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized Representatives as of the date and year set out in page 1.

Tantalus Systems Inc.

City of Monett

By: _____

Name: Param Pawar

Title: VP, Finance

By: _____

Name: _____

Title: _____

EXHIBIT A END USER LICENSE AGREEMENT

This End User License Agreement (the “EULA”) is dated as of _____ and effective as of the date of first use of Licensed Software by Customer between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada (“**Tantalus**”) on behalf of itself and its Affiliates, and City of Monett, a Missouri municipal utility having its principal place of business at 217 5th St. Monett, MO 65708 (“**Customer**”). Reference is hereby made to that certain Maintenance and Support Agreement, dated _____, by and between Tantalus Systems Inc. (an Affiliate of Tantalus) and Customer (the “**Maintenance and Support Agreement**”). All capitalized terms herein not otherwise defined shall have the meaning set forth in the Maintenance and Support Agreement.

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the “**Licensed Software**”), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER'S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering into this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Software solely for its internal business operations in conjunction with the application package purchased from Tantalus by Customer, for operation in Tantalus-approved application environments, and in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights.

RESTRICTIONS ON USE. Unless expressly permitted by Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce, modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover trademarks or proprietary notices of Tantalus or any third party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus-approved application environment(s); (vi) decompile,

disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer's purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vi) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (vii) make the Licensed Software available in any manner to any third party for use in the third party's business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (viii) use the Licensed Software to provide third-party training; (ix) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier's prior written consent; (x) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xi) publish any results of any benchmarks or similar tests performed on the Licensed Software. Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer's behalf for Customer's internal business operations, subject to the terms of Article I of this EULA. Customer shall be responsible for its agents', contractors', outsourcers', customers' and members' use of the Licensed Software and compliance with this EULA.

Except as set forth herein, pursuant to the Maintenance and Support Agreement or as otherwise agreed by Customer and Tantalus in writing, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customers use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). Customer agrees that no data, information and/or

Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use the Licensed Software, source code, object code and related information and documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, upon reasonable request, to audit the systems and records of Customer necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, and such third-party suppliers may audit Customer directly. Customer acknowledges and agrees that Tantalus or its third-party suppliers, as applicable, shall not be responsible for any costs incurred by Customer in cooperating with audits under this section.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of shipment of Network Equipment from the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. ("Shipping Point"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not

by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in that certain Maintenance and Support Agreement, dated as of _____, by and between Tantalus and Customer) in effect at such time.

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal or improper use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE LICENSED SOFTWARE OR THAT THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE LICENSED SOFTWARE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF

PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon ten (10) Business Days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Further, the sections entitled 'RESTRICTIONS ON USE,' 'EXPORT RESTRICTIONS,' 'OWNERSHIP,' 'LIMITED WARRANTY,' 'LIMITATION OF REMEDIES,' 'CUSTOMER'S SOLE REMEDY,' and this Article II shall survive any termination or expiration of this EULA. Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA (a) upon termination of the Maintenance and Support Agreement or if Customer is no longer receiving Maintenance and Support Services from Tantalus or its Affiliates, (b) if Customer fails to cure any material breach of this EULA within thirty (30) days after written notice of such breach including without limitation Customer's failure to pay any amounts required pursuant to this Article II, provided that Tantalus may terminate this EULA and the license granted pursuant to Article I of this EULA immediately upon any breach of Article I of this EULA; (c) if Customer ceases operation without a successor; (d) in order to comply with applicable laws, regulations, or requests of governmental entities, including U.S. and Canadian economic sanctions laws, regulations, and requirements, and applicable foreign import and export controls; or (e) if Customer seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA if Customer does not abide by the terms and conditions of this EULA. Upon termination of the license granted pursuant to Article I of this EULA for any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

PAYMENT. Customer shall pay all fees and other amounts payable associated with the Licensed Software and any goods or services purchased by Customer from Tantalus or its Affiliates, including, without limitation, all fees for Maintenance and Support Services, in accordance with the terms and conditions pursuant to which such goods and services are purchased by Customer.

NOTICES. All notices under this EULA must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by

e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, Connecticut 06853
E-mail: mgrandis@tantalus.com

If to Customer:
City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A
E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

ENTIRE AGREEMENT. This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both Parties.

GOVERNING LAW AND VENUE. This EULA shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this EULA shall

be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Wake County, North Carolina.

SUCCESSORS AND ASSIGNS. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

NON-WAIVER. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, this EULA has been executed and delivered as of the Effective Date.

TANTALUS SYSTEMS CORP.

By: _____
Name: Param Pawar
Title: VP, Finance
Address: 200-3555 Gilmore Way
Burnaby, BC V5G 0B3
E-Mail: ppawar@tantalus.com

City of Monett

By: _____
Name: _____
Title: _____
Address: 217 5th St.
Monett, MO 65708
E-Mail: _____

**LICENSED SOFTWARE MAINTENANCE SERVICES
ADDENDUM A-1**

This is Addendum A-1 to the End User License Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to [Exhibit B](#) - Technical Support Agreement at no additional cost to Customer and Customer agrees to cooperate, if required, in the scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer from Shipping Point. Thereafter, Tantalus shall invoice Customer in advance on an annual basis for such Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Such fees shall be adjusted from time to time in accordance with the Maintenance Agreement. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. Any payments outstanding for more than ninety (90) days from date of invoice will be considered a default under the Agreement. In the event of a default,

Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in default (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

CUSTOMER RESPONSIBILITIES. Customer shall maintain up- to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to- date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

EXHIBIT B

TECHNICAL SUPPORT

Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Maintenance and Support Agreement.

1. Technical Support. Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard email and telephone technical support set forth in Addendum B-1 ("**Technical Support**"). On-site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. Technical Support shall commence 12 months from the earlier of the date of shipment of the server, start of hosting or spin-up of virtual server, as applicable. ("**Start Date**").

Optional: ☐ **Premium Level Technical Support**
Check here if elected by Customer

2. Pricing. The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints ("**Endpoints**") shipped to the Customer. All prices are based on a 12-month period and are exclusive of all federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Technical Support by Tantalus, excluding taxes on Tantalus' income generally.

3. Payment. Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Payment terms will be net thirty (30) days from date of Tantalus' invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Technical Support to Customer during such period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Technical Support by paying to Tantalus, within thirty (30) days of Customer's

receipt of an invoice for such Technical Support from Tantalus, the then current applicable Technical Support Fee for such Technical Support, and all applicable annual Technical support for the period of time during which the Customer was in default (the "**Back-Dated Technical Support Fees**").

4. Price or Plan Changes. Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Table 1 of Addendum B-1 and (2) *Plan Pricing* as outlined in Addendum B-2 on written notice to Customer provided at least sixty (60) days prior to the expiry of the then current Term. In the event that Customer elects to change its Technical Support from standard to premium or vice versa at any time, or if Customer elects to receive Additional Services (as defined in Addendum A-1 to the EULA), Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support and/or Additional Services (and the corresponding fees associated with such Technical Support and/or Additional Services) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer and, for the avoidance of doubt, such adjustments shall not otherwise be subject to the prior notice requirement referenced in this Section 4 ("**Support Change Acknowledgement**").

5. On-Site Support. Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel.

6. Customer Obligations. Customer agrees:

(a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any Network Equipment problems prior to contacting Technical Support; that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of Network Equipment ("**Network Equipment Operators**") and (ii) ensure that those Network Equipment Operators are the only individuals that request Technical Support; (b) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with the Standards; (c) to safeguard all data during any Network Equipment system maintenance; and (d) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

TECHNICAL SUPPORT PLAN ADDENDUM B-1

This document is Addendum B-1 to Exhibit B - Technical Support of Tantalus' Maintenance and Support Agreement. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

The Technical Support plans available are as follows:

STANDARD ¹	PREMIUM ²
Standard Support Includes: Technical Support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable)	Premium Support Includes: Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable) Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring* *Exception Based Monitoring is defined as alarms related to head end server and/or NC issues
Consolidated Invoices (TSA/Annual Support) - Licensed Software Annual Maintenance - Endpoint Annual Maintenance	Consolidated Invoices (TSA/Annual Support) - Licensed Software Annual Maintenance - Endpoint Annual Maintenance
Quarterly Training Sessions - Remote [non-certification]	Quarterly Training Sessions - Remote [non-certification]
Customer Community access	Customer Community access
	Annual Users Conference - Admission for 2
	Priority email premiumsupport@tantalus.com - Response in 4 hours
	Priority Support Line
	Online Technical Support Chat
	Annual Certification Training - Tantalus University - Admission for 2
	Custom Billing Exports - Includes annual support
	48-hour Part Replacement - M-F (excluding U.S.A. and Canadian holidays), cutoff by 3:00 PM
	Advance RMA replacements - Shipment within 48 hours after reported issue
	Remote System Health Check - Annual investigation with reported customer action plan - WAN Assessment - LAN Assessment - Dashboard Health Check
	Assigned Project Manager (PM)

¹ Standard level technical support is required for all Customers.

² Premium level technical support is available for an additional fee.

Individual features of each plan are as described below:

CUSTOMER SUPPORT

Standard Level – Technical support 7:00 AM – 7:00 PM, 5 days per week excluding U.S.A. and Canadian holidays (as applicable).

Premium Level - Technical Support 7:00 AM – 9:00 PM, 7 days per week excluding U.S.A. and Canadian holidays (as applicable). Response to queries within 4 hours of initial contact. 7 x 24 Extended Customer Support based on exception-based monitoring*

*Exception Based Monitoring is defined as alarms related to the head end server and/or base station issues.

CONSOLIDATED INVOICES

Consolidated invoices for licensed software maintenance and technical support, and hosting fees (as applicable).

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. Training sessions are designed as 60 - 90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded non-certification training sessions and webinars are made available in Customer Community.

COMMUNITY ACCESS

Community Access includes the following:

- Tools to track the status of current and previous equipment

orders and enter and track Return Material Authorization ("RMA") orders for Tantalus equipment.

- A library provides technical product documentation and installation guides.
- A Project Information section including tracking of project related meetings and action items.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability.

Time sensitive and urgent issues should be raised by Customer via Tantalus' Technical Support Line at +1- 877-886-3848.

Routine Documentation Updates

Routine updates to operational material will be provided to all Customers. Examples of these documents include network server operations manuals, endpoint product manuals, Insight operations manuals and other manuals, as applicable. Updated versions of all Customer documentation will be available in Customer Community.

STANDARD TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

For non-urgent issues, please email:

tantalustechsupport@tantalus.com

NOTE: THE REMAINING TECHNICAL SUPPORT FEATURES BELOW ARE ONLY AVAILABLE WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the Annual Tantalus Users Conference ("TUC").

The annual TUC provides an excellent opportunity for the Tantalus community to gather for education, sharing, networking, and social events. The TUC is a knowledge-driven event with heavy focus on the customer experience, technical training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT EMAIL

With purchase of a Premium package, Customer will receive a priority

email address which directs email messages to the Field Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next business day.

Priority Support Email Address: premiumsupport@tantalus.com

PRIORITY SUPPORT LINE

With purchase of a Premium package, once available, Customer will have direct access to Tantalus' Field Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with generally recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time, depending upon the accuracy and completeness of the

information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Premium Support Customers will be able to access Tantalus' Online Technical Support Chat ("Live Chat") to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Field Service representative.

- Live Chat is available through Customer Community and will be queued on a first come- first-serve basis.
- Hours of operation - 8:00 am to 5:00 pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING

With purchase of a Premium package, Customer receives admission for two (2) Tantalus Users to attend Tantalus University™. This comprehensive training and certification series is designed to provide a full range of advanced training opportunities to Tantalus Users across all departments and roles.

Please see <https://tantalus.com/training/> for more detail.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system from Insight.

Insight can be used to bill utility customers based on end of day readings, interval readings, for both single- phase and polyphase meters.

Includes customized extraction scripts of Customer data from the Insight database and maintenance.

48 HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding base station / head end servers, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3:00 pm. Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most endpoint devices have a unique Network ID (NID) in a bar code on each unit. You can use the Customer Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Customer Community will help you through the process of submitting your request.

Inquiries about equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package and subject to a written Customer request, equipment repairs conducted under the applicable equipment warranty may include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

TANTALUS PREMIUM TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1-877-886-3848

For non-urgent issues, please email:

premiumsupport@tantalus.com

**ADDENDUM B-2
MAINTENANCE AND SUPPORT PRICING**

This document is Addendum B-2 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

Description	Quantity	Unit Price	Total
SV-4005 TRUConnect Database Hosting	1	\$12,000.00	\$12,000.00
SV-8002 TRUConnect Cellular Data Plan (200 MB)	36	\$108.00	\$3,888.00
TRUConnect Annual Maintenance	1	\$25,454.35	\$25,454.35
SL-2001 TRUConnect Technical Support - Standard	1	\$10,400.00	\$10,400.00
TOTAL			\$51,742.35

Pricing Notes & Assumptions:

- All fees are in US dollars.
- All prices/service fees exclude applicable taxes.
- Initial Deployment Services are billed on milestones. In the event that additional days are necessary for the Initial Deployment Services due to Customer electing Additional Services or an Excusing Event, Customer will be billed at the rate of \$1,800.00 per day.
 - This pricing may contain allowances, discounts and / or promotional pricing.
 - Additional Services shall be invoiced at Tantalus' then current list price unless the Parties agree to alternative pricing.
 - Annual System Support is available in both Premium and Standard Level. Changes to the Technical Support level elected by Customer are subject to the notice requirements described in Exhibit B

– Technical Support.

- Pricing assumes there are no changes or additions to other system factors, including without limitation, deployed meter quantities, software licenses, features and functionalities, server hardware/platforms. Additional Services (as defined in Addendum A-1 to the EULA) will be priced pursuant to Tantalus' then-current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer. In the event of such changes, the price for annual Maintenance and Support Services is subject to increase.
 - Except as expressly set forth on Exhibit D and unless otherwise specifically set forth in writing upon mutual agreement of all Parties, the pricing above does not include any costs associated with Third-Party Products.

EXHIBIT C
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**") between Tantalus Systems Inc., a Delaware corporation with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 on behalf of itself and its Affiliates ("**Tantalus**"), and City of Monett, a Missouri municipal utility with a primary business address of 217 5th St., Monett, MO 65708 ("**Customer**"). Tantalus and Customer shall be collectively referred to herein as the "**Parties**" and each individually as a "**Party**". The Parties acknowledge that Tantalus and Customer have entered into, or wish to enter into, a business relationship (the "**Business Relationship**") and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the "**Disclosing Party**") to the other Party (the "**Recipient**") or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as "confidential" (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. "**Representatives**" means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An "**Affiliate**" of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing

definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, "Confidential Information" does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third party other than as permitted under Section 4 below, without the prior written consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party or permit the Disclosing Party's Confidential Information to be used by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company (including without limitation, the other Party). Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible

objects which embody the other party's Confidential Information, and which are provided to the party hereunder. This Section 3 survives any termination.

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period. This Section 5 survives any termination.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the

Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof. This Section 7 survives any termination.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("Term"), provided however, the obligations of either Party under this Agreement with respect to any given information shall survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third party, such third party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (a) delivered personally, (b) sent by e-mail to the address below, delivery confirmation required, or (c) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (d) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

With copy to:
Michael Grandis, Chief Legal & Administrative Officer
Tantalus Systems Inc.
140 Rowayton Avenue, 2nd Floor
Norwalk, CT 06853
E-mail: mgrandis@tantalus.com

If to Company:
City Administrator
City of Monett
217 5th St.
Monett, MO 65708
Facsimile: N/A

E-mail: mmary@monettmo.gov

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the tribunals in Wake County, North Carolina.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision. This Section 15 survives any termination.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security. This Section 16 survives any termination.

17. Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the Effective Date.

Tantalus Systems Inc.

By: _____

Name: Param Pawar

Title: VP, Finance

Address: 1130 Situs Court, Suite 230
Raleigh, NC 27606

E-Mail: ppawar@tantalus.com

City of Monett

By: _____

Name: _____

Title: _____

Address: 217 5th St.
Monett, MO 65708

E-Mail: _____

EXHIBIT D THIRD-PARTY PRODUCTS

If applicable, Tantalus may host the Licensed Software using its own infrastructure or it may engage a third- party hosted services provider to host the Licensed Software on its behalf. In the event hosting is provided through a third-party provider, Tantalus may choose to migrate to another third-party provider at any time as long as equivalent services are provided.

Services relating to the installation, deployment and configuration of Network Equipment shall be the responsibility of Customer unless otherwise mutually agreed in writing by the Parties.

For the avoidance of doubt, electric, water or gas meters are Third-Party Products. Customer's purchase of any such meters shall be subject to the terms and conditions of the third-party manufacturer (including, without limitation, any terms relating to pricing, quantity and warranty). Tantalus does not guarantee the pricing or any other terms and conditions relating to such meters and any agreement pursuant to which Tantalus passes through terms and conditions relating to Third-Party Products shall be as mutually agreed in writing by the Parties.

**A RESOLUTION APPOINTING A MUNICIPAL JUDGE FOR THE CITY OF MONETT,
MISSOURI**

WHEREAS, Chapter 135.030 of the Monett City Code provides for the appointment of a Municipal Judge; and

WHEREAS, the City Council of the City of Monett deems it necessary to appoint a qualified individual to fill the position of Municipal Judge due to the retirement of Judge Scott Sifferman;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monett, Missouri, in regular session assembled this 10th day of July, 2025, that the Honorable Randee Stemmons is hereby appointed to the position of Monett Municipal Judge, effective July 10, 2025, to complete the unexpired two-year term and continue to serve through December 31, 2028, in accordance with the provisions of Chapter 135 of the Monett City Code governing the Municipal Court.

PASSED AND APPROVED on this 10th day of July, 2025.

James R. Burke, Mayor

Attest:

Kelley McMillan, City Clerk



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor and Commissioners

From: Skip Schaller, PE

Date: 6/24/2025

Re: TREKK Professional Services Agreement

GENERAL INFORMATION

This is a professional services agreement to TREKK Design Group for Inflow and Infiltration work on the Monett sewer system.

PROPOSAL

A not to exceed amount of \$40,602 for engineering services to coordinate our sewer rehabilitation work, including project management, bidding and contract administration.

RECOMMENDATION

This is annual work that is budgeted for sewer rehabilitation. I recommend accepting TREKK's proposal.

ATTACHMENTS

Professional Services Agreement

BILL NO.

RESOLUTION NO.

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
TREKK DESIGN GROUP, LLC FOR FY 2025/2026 REHABILITATION PROGRAM
MANAGEMENT**

WHEREAS, the City of Monett, Missouri recognizes the need for professional civil engineering services to support the planning, bidding, and construction oversight of the Southeast Section of Basin C Rehabilitation Project; and

WHEREAS, TREKK Design Group, LLC, a D/WBE and WOSB certified civil engineering firm, has demonstrated qualifications and experience in the delivery of engineering services and has proposed a scope of work and compensation for the FY 2025/2026 Rehabilitation Program Management as outlined in the attached agreement; and

WHEREAS, the Consultant will provide professional services including project management, rehabilitation planning, bidding assistance, and construction oversight, for a fee not to exceed \$40,602.80 in accordance with the terms and schedules set forth in the Agreement and its Exhibits;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION 1. The City hereby approves the Professional Services Agreement between the City and TREKK Design Group, LLC, for the FY 2025/2026 Rehabilitation Program Management.

SECTION 2. The Mayor, or designee, is hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this resolution.

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



PROFESSIONAL SERVICES AGREEMENT

FY 2025/2026 Rehabilitation Program Management
City of Monett, Missouri

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter the "Agreement") made as of this ____ day of _____, 2025, by and between City of Monett, Missouri, a Municipal Corporation (hereinafter the "City"), and **TREKK DESIGN GROUP, LLC** (hereinafter the "Consultant").

WHEREAS, the City is in need of professional assistance in a technical field to prepare bid documents, plans and specifications for the Southeast Section of Basin C Rehabilitation Project more fully described on Exhibit A attached hereto (hereinafter the "Project");

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services more fully described on Exhibit A attached hereto; and

WHEREAS, the City has determined, based upon information provided by the Consultant that Consultant is qualified to provide the professional services described herein.

NOW, THEREFORE, the City and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the City as set forth below.

ARTICLE I

Scope of Services

The Consultant shall provide for the City professional services listed in attached Exhibit A, "Scope of Services."

It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that the City may initiate deletions, modification or changes to the Services by advising the Consultant in writing of the change believed to be necessary. As soon thereafter as practicable, Consultant shall prepare a cost estimate of the change and shall inform the City of the adjustment in the compensation due Consultant under Article II applicable to such requested change. City shall then advise Consultant in writing of its approval or disapproval of the change. If City approves the change, a written contract amendment shall be executed by both parties and Consultant shall perform the services as changed and the adjustment in Consultant's compensation and/or the completion date set forth in the executed contract amendment shall become effective.

ARTICLE II
Compensation

The City shall pay the Consultant for services performed as outlined in Article I as set forth on Exhibit B attached hereto.

ARTICLE III
Schedule

The Consultant agrees to complete the services outlined in Article I within a time frame as lined out in Exhibit C. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. The contract time includes reasonable review time by the City, and any other applicable governmental agencies.

Solely at the discretion of the City, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 5.3 herein.

ARTICLE IV
City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide design objectives and constraints, capacity and performance requirements, and budgetary limitations for the Project;
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project, the Consultant shall have an obligation to independently verify the information contained in reports, plans, surveys and maps, which are furnished by the City. City shall notify Consultant of any known material errors or omissions in the information provided;
3. Arrange for access to enter upon public and private property as required for Consultant to perform services under this Agreement;
4. Furnish design and construction standards;

5. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by Consultant, obtain advice of attorney, insurance counselor and other consultant as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant;
6. Sign and submit permits required by other local, state, and federal agencies;
7. Negotiate and pay for rights of way and easements necessary to complete the Project;
8. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V

Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the Consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs the Project, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability to the extent caused by any violation of the same;
2. Immediately upon expiration or termination of the Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City pursuant to this Agreement;
3. To the greatest extent permitted by law, indemnify and hold harmless the City, its elected officials, officers, employees, , from damages, losses and expenses, including reasonable attorneys' fees, to the extent resulting from the performance of Consultant's services, but only to the extent the damage, loss, or expense is caused by the negligent or intentional act, error or omission of the Consultant, its sub consultants, anyone employed or retained by any of them, or anyone for whose acts any of them may be liable
4. Maintain throughout the duration of this Agreement insurance in the following minimum amounts:

(a) Workers' Compensation and Employers' Liability

Worker's Compensation	Statutory
Employers' Liability	\$1,000,000 each employee
	\$1,000,000 each accident
	\$1,000,000 policy limit

(b) Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence

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- | | |
|--------------------------------------|------------------------------|
| (c) Comprehensive General Liability | |
| Bodily Injury | \$2,000,000 each person |
| | \$2,000,000 each accident |
| Property Damage | \$2,000,000 each occurrence |
| (d) Professional Liability Insurance | |
| | \$2,000,000 per claim |
| | \$2,000,000 annual aggregate |

Consultant shall provide City with certification thereof upon request. All general liability and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed by the City in writing. All insurance carriers must be licensed to do business in the State of Missouri; carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City. Consultant shall provide City with a certificate of insurance showing such coverage and naming the City as an additional insured. In the event such insurance coverage is canceled, the City shall be notified immediately;

5. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any engineer, architect, surveyor, appraiser or other person employed by the Consultant in connection with the work;
6. Furnish right-of-way and easement descriptions for negotiations, eminent domain proceedings, and maps and sketches as required by City; and
7. Notify the City in writing in accordance with Article I of any changes in services, fees or schedules.

ARTICLE VI

Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Missouri.
2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.
4. Reuse of Information. Consultant shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. Provided, however, City's right of reuse shall be unlimited in frequency and quantity and may be for completion of the Project, an extension of the Project by parties other than the Consultant, or for uses unrelated to the Project. When information is subject to third party royalties or license agreements, City shall pay such royalties and license fees associated with the reuse of the documents. City's reuse of the information without verification or adaptation by the Consultant shall be at the

City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due the Consultant for City's reuse of the information.

5. Termination for Default.

5.1 Default:

If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

5.2 Compensation:

The City shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the City may withhold from amounts due the Consultant such sums as the City deems to be necessary to protect the City against loss caused by the Consultant because of the default.

5.3 Excuse for Nonperformance or Delayed Performance:

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the City within 30 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience."

5.4 Erroneous Termination for Default:

If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the City and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience."

6. Termination for Convenience.

6.1 Termination:

The City may, when the interests of the City so require, terminate this Agreement in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Consultant's Obligations:

The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

6.3 Compensation:

The City shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the City prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the City but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.
- (c) Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid under any circumstances.

7. Disputes.

7.1 The City and Consultant agree that disputes relative to the Project or this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by Consultant without the prior written consent of the City.

8. Representations.

The Consultant states that:

- 8.1 The price submitted and the costs comprising same are independently arrived at without collusion.
- 8.2 The Consultant affirms it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person, or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide

services to the City within two (2) years preceding the execution of this Agreement.

- 8.3 The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

9. Equal Employment Opportunity.

During the performance of this Agreement, the Consultant agrees as follows:

- 9.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 9.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry, and shall include the phrase "equal opportunity employer" or similar phrase approved by Missouri Commission on Human Rights.
- 9.3 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- 9.4 The Consultant shall assure that it and all subcontractors will comply with this Section 9.
- 9.5 If the Consultant shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Consultant may be declared ineligible for any further City contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this Section, the Consultant shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.
- 9.6 The Consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable:

Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto). Such records shall at all times remain open to inspection by an individual designated by the City for such purpose.

9.7 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

10. Independent Contractor.

It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.

11. Notice.

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class mail shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Monett, Missouri
Attn: Utilities Superintendent – Skip Shaller
217 5th Street
Monett, MO 65708
Phone: (417) 235-3763

Other correspondences may be sent to:
TREKK Design Group, LLC
Attn: Isabella Tibbets
2137 W. Kingsley Street - Suite B
Springfield, MO 65807
Phone: (417) 890-9465

12. Phraseology.

In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

13. Descriptive Headings.

The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.

14. Amendments.

This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

15. Invalidity.

In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

16. Waiver.

The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

17. Merger.

This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

18. Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

19. Survivorship.

Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 4) and insurance (Article V, Section 5), and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

ARTICLE VII
Exhibits

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A. "Scope of Services"

Exhibit B. "Compensation"

Exhibit C. "Project Schedule"

Exhibit D. "Affidavit of Work Authorization"

Attachment A. "Rate Schedule"

Attachment B. "Fee Estimate"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF MONETT, MISSOURI

By: _____

Name: _____

Title: _____

Attest:

IMPROVING LIVES.

TREKK Design Group, LLC

By: _____
Kimberly Robinett
Managing Member
1411 E 104th Street
Kansas City, MO 64131

**EXHIBIT A SCOPE OF SERVICES City of Monett, Missouri FY 2025/2026 Rehabilitation
Program Management**

TASK 100: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

The purpose of this task will be to manage, direct, and oversee each element of the scope of Work. The following management activities will be provided by the Consultant.

Task 101 - Project Management and Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Project, including project correspondence; supervision and coordination of services; assignment of personnel resources and equipment; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices and provide a monthly project status report which will accompany the monthly invoice submittal. The monthly project status report will document work completed during the billing period, work anticipated for the following month, and budget status.

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Task 102 – Project Meetings

Consultant will meet with the City during an initial kick-off meeting. The purpose of the meeting will be to discuss the project goals and objectives, review expectations, coordinate field services, review schedule, and confirm deliverables. Two additional meetings will be held to review the completed rehabilitation work and recommendations for the following year. The Consultant will prepare an agenda for each meeting and a summary following the meeting.

Task 103 – Coordination with City

Consultant will coordinate with the City throughout the project. Coordination will include working with the City to complete an approved purchase order request, updating the City on rehabilitation schedule and progress of the rehabilitation work.

Task 104 – Coordination with Contractor

Consultant will provide contractor coordination during the project. Contractor coordination will include working with the Contractor on scheduling approved purchase order rehabilitation work.

Task 105 – Status Report and Annual MDNR I/I Report

The Consultant will prepare a system status report to track project progress as it relates to the larger program. This will be a brief summary that can be used to track progress and reporting to MDNR. Two hard copies and one pdf copy of the report will be provided to the City.

Deliverables:

- Monthly invoices and project status report. Nine invoices are anticipated.
- Meeting Agenda, Materials, Meeting Summary
- Status Report included with MDNR I/I Report

TASK 200: SANITARY SEWER REHABILITATION PLANNING AND PRIORITIZATION

Task 201 – Work Plan Preparation for Contractor

The Consultant will complete a work plan for the Contractor with approval by the City. The work plan will include a summary of rehabilitation work to be completed, exhibits, and detailed information to include in a Purchase Order request and deliverable to the City and Contractor.

Task 202 – Data Review and Recommended Rehabilitation

The Consultant will review the completed CCTV data provided by the City for the remaining portion of southeast section of Basin C to prioritize and recommend future rehabilitation activities.

Deliverables:

- Work plan for contractor
- Sanitary Sewer Recommendations Based off of CCTV Review in a Prioritization Table (Excel format)

TASK 300 – BID PHASE SERVICES

The Consultant will assist the City in bidding manhole, mainline, and service lateral lining rehabilitation work that may be renewed for future projects and be established as a cooperative purchasing contract.

Task 301 – Rehabilitation Specifications

The Consultant shall review the City of Monett's current sewer main rehabilitation specifications. Consultant shall prepare project specific specifications for a combined manhole, main line, and service lateral lining rehabilitation project to be used as a cooperative purchasing contract that may be renewed for future projects. Consultant shall utilize EJCDC front end bid documents.

Task 302 – Project Bidding for Construction

The Consultant shall coordinate advertisement for bids, attend and facilitate a pre-bid meeting with interested parties, keep a log of all questions received and answers to the questions while responding to bidder questions, prepare up to one (1) addendum in regard to received questions, attend and facilitate bid opening, prepare bid tabulation sheets, assist in evaluating bids, and coordinate with the City regarding recommendation of award and issuing notice of award.

Deliverables:

- Project Specifications
- Pre-Bid Meeting agenda and minutes
- Log of Bidder Questions
- Addendum
- Bid Tabulation
- Recommendation of Award

TASK 400 – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

The Consultant will assist the City with supervision of the contractor(s) for the sewer rehabilitation project.

Task 401 – Construction Administration

The Consultant shall facilitate pre-construction meetings with CIPP, manhole rehabilitation, and service lateral lining contractors prior to commencement of work on site. The Consultant shall review and approve or take appropriate action with respect to shop drawings and other contractor submittals. Evaluate and determine the acceptability or substitute of "or equal" materials proposed by Contractor. The Consultant shall work with and coordinate with contractors in response to requests for information.

Task 402 – Construction Inspection

The Consultant shall provide a construction inspector on a part-time basis to observe rehabilitation activities up to 24 hours. The Consultant will make periodic site visits to track rehabilitation progress and quality of work. The purpose of the part-time inspection and periodic site visits is to track project progress and observe critical rehabilitation efforts. The Consultant shall not be responsible for the failure of contractor(s) to perform the work in accordance with the contract documents or specifications.

Task 403 – Pay Estimate Review

The Consultant shall review the Contractor's schedule of values and pay applications and recommend payment to the City.

Task 404 – Post Rehabilitation Review

The Consultant will perform post-rehabilitation visual inspections as work is complete to confirm that work has been completed and to note any defects.

Task 405 – Final Acceptance

The Consultant will complete a final Contractor's Application for Final Payment with a recommendation for payment once all rehabilitation work has been completed and reviewed. Following Final Acceptance, the Consultant will submit rehabilitation information to the City's GIS manager to be able to note completed rehabilitation efforts.

Deliverables:

- Pre-Construction meeting agenda and minutes
- Shop drawing submittals
- Responses to contractor's questions
- Pay estimate recommendations
- Contractor's Application for Final Payment recommendation
- GIS submittal

End of Scope of Services

EXHIBIT B

COMPENSATION

The City agrees to pay the Consultant compensation for the services set forth in Exhibit A in accordance with the following:

BASIC SERVICES: Compensation for Basic Services as set forth in Exhibit A shall be billed at hourly rates as set forth in the attached hourly billing rate schedule as may be adjusted annually, plus noted direct expenses. City agrees to pay Consultant an amount not to exceed Forty Thousand Six Hundred Two and 80/100 dollars (\$40,602.80).

EXHIBIT C

SCHEDULE

The project schedule is as follows:

Task 100: Project Management, Meetings, and Coordination	July 2025-June 2026
Task 200: Sanitary Sewer Rehabilitation Planning and Prioritization	July 2025-August 2025
Task 300: Bid Phase Services	September-October 2025
Task 400: Construction Management and Inspection Services	TBD by Contractor's Schedule

EXHIBIT D

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Kimberly Robinett as Managing Member first being duly sworn, on my oath, affirm TREKK Design Group, LLC (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to FY 25/26 Rehabilitation Program Management for the duration of the contract, if awarded in accordance with RSMo Section 285.530(2). I also affirm that TREKK Design Group, LLC (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to FY 25/26 Rehabilitation Program Management for the duration of the contract, if awarded.

Attached hereto is documentation affirming enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature

Printed Name:

Title: Member

Company: TREKK Design Group, LLC

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2025. I am commissioned as a notary public within the County of _____, State of Missouri, and my commission expires on _____.

Signature of Notary

Date: _____



A D/WBE, WOSB Certified
Civil Engineering Firm

2025 Compensation for Professional Engineering Services¹

The OWNERS's payment to the ENGINEER shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For Other Services, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. Hourly Billing Rates and Expenses:

Project Principal	\$236.74	-	\$404.04	Field Crew	\$132.58	-	\$189.40
Project Manager	\$151.52	-	\$328.29	Senior Field Technician	\$101.01	-	\$138.89
Senior Professional Engineer	\$192.55	-	\$328.29	Field Technician I	\$85.23	-	\$116.79
Professional Engineer I	\$173.61	-	\$271.47	Field Technician II	\$72.60	-	\$101.01
Professional Engineer II	\$151.52	-	\$227.27	Field Technician III	\$63.13	-	\$85.23
Professional Engineer III	\$123.11	-	\$179.93	Field Technician IV	\$56.82	-	\$72.60
Senior Project Engineer	\$157.83	-	\$252.53	Senior Professional Land Surveyor	\$195.71	-	\$315.66
Project Engineer I	\$129.42	-	\$189.40	Professional Land Surveyor I	\$154.67	-	\$239.90
Project Engineer II	\$107.32	-	\$151.52	Professional Land Surveyor II	\$123.11	-	\$186.24
Project Engineer III	\$91.54	-	\$126.26	Professional Land Surveyor III	\$101.01	-	\$148.36
Senior Industry Specialist	\$202.02	-	\$325.13	Survey Crew	\$202.02		
Industry Specialist I	\$164.14	-	\$265.15	3-Man Survey Crew	\$271.47		
Industry Specialist II	\$126.26	-	\$202.02	LiDAR Crew	\$236.74		
Industry Specialist III	\$97.85	-	\$157.83	Senior Survey Technician	\$107.32	-	\$173.61
Senior Office Technician	\$101.01	-	\$164.14	Survey Technician I	\$88.38	-	\$129.42
Office Technician I	\$85.23	-	\$116.79	Survey Technician II	\$72.60	-	\$104.17
Office Technician II	\$72.60	-	\$101.01	Survey Technician III	\$63.13	-	\$85.23
Office Technician III	\$63.13	-	\$85.23	Senior Survey Crew Chief	\$116.79	-	\$189.40
Senior GIS Analyst	\$132.58	-	\$214.65	Survey Crew Chief I	\$94.70	-	\$138.89
GIS Analyst I	\$107.32	-	\$157.83	Survey Crew Chief II	\$78.91	-	\$110.48
GIS Analyst II	\$88.38	-	\$126.26	Survey Crew Chief III	\$66.29	-	\$91.54
GIS Analyst III	\$75.76	-	\$104.17	Survey Instrument Technician	\$59.98	-	\$104.17
Senior GIS Technician	\$107.32	-	\$173.61	Senior Utility Coordinator	\$107.32	-	\$173.61
GIS Technician I	\$88.38	-	\$129.42	Utility Coordinator I	\$85.23	-	\$129.42
GIS Technician II	\$72.60	-	\$104.17	Utility Coordinator II	\$85.23	-	\$119.95
GIS Technician III	\$63.13	-	\$85.23	Utility Coordinator III	\$72.60	-	\$101.01
Senior Project Designer	\$142.05	-	\$227.27	Utility Locator	\$63.13	-	\$107.32
Project Designer I	\$116.79	-	\$170.46	Senior Construction Inspector	\$123.11	-	\$198.87
Project Designer II	\$97.85	-	\$138.89	Construction Inspector I	\$101.01	-	\$148.36
Project Designer III	\$82.07	-	\$116.79	Construction Inspector II	\$85.23	-	\$119.95
Senior CADD Technician	\$107.32	-	\$173.61	Construction Inspector III	\$72.60	-	\$101.01
CADD Technician I	\$88.38	-	\$129.42	Construction Observer	\$63.13		\$85.23
CADD Technician II	\$72.60	-	\$104.17	Senior Technology Specialist	\$198.87	-	\$318.82
CADD Technician III	\$59.98	-	\$85.23	Senior Innovation Specialist	\$142.05	-	\$227.27
Senior Marketing Specialist	\$123.11	-	\$198.87	Senior PMO Specialist	\$142.05	-	\$227.27
Marketing Specialist I	\$97.85	-	\$148.36	PMO Specialist I	\$116.79	-	\$170.46
Marketing Specialist II	\$78.91	-	\$119.95	PMO Specialist II	\$97.85	-	\$138.89

Marketing Specialist III	\$63.13	-	\$94.70	PMO Specialist III	\$82.07	-	\$113.64
Admin	\$63.13	-	\$107.32	Senior Operations Administrator	\$107.32	-	\$173.61
Intern	\$56.82	-	\$119.95	Operations Administrator I	\$88.38	-	\$129.42
				Operations Administrator II	\$72.60	-	\$104.17
				Operations Administrator III	\$63.13	-	\$85.23

trekllc.com | 816.874.4655 | 1411 E 104th Street | Kansas City, MO 64131



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Equipment Billing Rates:							
Easement/Portable	\$35.00	hr		LiDAR Equipment	\$3,200.00	hr	
CCTV Crew	\$325.00	hr		Survey Drone	\$600.00	dy	
Jetter Crew	\$275.00	hr		Static Scan Equipment	\$700.00	dy	
Mileage	\$0.700	mi		Slam Equipment	\$300.00	dy	
Traffic Camera	\$5.00	hr		Survey Equipment	\$14.00	hr	
Other Expenses	Cost						

¹: The above hourly rates and unit prices are good through December 31, 2025.

²: Current Audited or IRS Standard Mileage Rate



Attachment B.

24-0518 City of Monett, Missouri - FY 25/26 Rehabilitation Program Management

	Project Principal	Project Manager	Senior Professional Engineer	Project Engineer II	Industry Specialist II	PMO Specialist II	Labor Hr Sub-Total	Mileage	Labor Total Fee	Units Total Fee	Direct Expenses Total Fee	Grand Total
Billing Rate	\$301.00	\$168.00	\$247.00	\$137.00	\$152.00	\$113.00		\$0.70				
TASK DESCRIPTION												
100 Project Management, Meetings, and Coordination	2	27	0	2	0	12	43	318				\$ 6,990.60
101 Project Management and Administration Services	2	12				12	26	318	\$ 3,974.00	\$ -	\$ -	\$ 3,974.00
102 Project Meetings (Up to 3)		6					6		\$ 1,008.00	\$ -	\$ 222.60	\$ 1,230.60
103 Coordination with City		8					8		\$ 1,344.00	\$ -	\$ -	\$ 1,344.00
104 Status Report and Annual MDNR I/I Report		1		2			3		\$ 442.00	\$ -	\$ -	\$ 442.00
200 Sanitary Sewer Rehabilitation Planning and Prioritization	0	8	0	26	2	0	36	0				\$ 5,210.00
201 Work Plan Preparation for Contractor		4		16			20		\$ 2,864.00	\$ -	\$ -	\$ 2,864.00
202 Data Review and Recommended Rehabilitation		4		10	2		16		\$ 2,346.00	\$ -	\$ -	\$ 2,346.00
300 Bid Phase Services	2	20	10	48	2	0	82	106				\$ 13,386.20
301 Rehabilitation Specifications	2	8	8	24	2		44		\$ 7,514.00	\$ -	\$ -	\$ 7,514.00
302 Project Bidding for Construction		12	2	24			38	106	\$ 5,798.00	\$ -	\$ 74.20	\$ 5,872.20
400 Construction Management and Inspection Services	0	28	0	72	0	0	100	640				\$ 15,016.00
401 Construction Administration		10		12			22	640	\$ 3,324.00	\$ -	\$ 448.00	\$ 3,772.00
402 Construction Inspection		6		24			30		\$ 4,296.00	\$ -	\$ -	\$ 4,296.00
403 Pay Estimate Review		4		12			16		\$ 2,316.00	\$ -	\$ -	\$ 2,316.00
404 Post Rehabilitation Review		6		20			26		\$ 3,748.00	\$ -	\$ -	\$ 3,748.00
405 Final Acceptance		2		4			6		\$ 884.00	\$ -	\$ -	\$ 884.00
TOTAL HOURS BILLING RATE	4	83	10	148	4	12	261	1064				\$ 4,060.80
TOTAL LABOR COST	\$1,204.00	\$13,944.00	\$2,470.00	\$20,276.00	\$608.00	\$1,356.00	\$39,858.00	\$744.80				

6/19/2025



James R. Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

www.monettmo.gov
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: July 10, 2025

Re: Playground at the Kiwanis area in South Park

GENERAL INFORMATION

The Monett Kiwanis Club has purchased playground equipment for a designed area in South Park. Kiwanis has provided equipment in this area over the years. The equipment has been purchased, and the assembly has begun. The assembly is being done by the City of Monett staff and a contracted vender.

The Kiwanis Club will continue their fund-raising efforts for the purpose of making the ground covering used by the city at other playground locations.

PROPOSAL

Documenting the agreement between the City of Monett and the Monett Kiwanis Club.

RECOMMENDATION

Approval of the resolution.

ATTACHMENTS

- Resolution

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI TO
PARTNER WITH THE KIWANIS CLUB OF MONETT FOR PLAYGROUND
IMPROVEMENTS IN SOUTH PARK.**

WHEREAS, the City of Monett provides the residents and guests of the city with the amenities within the South Park facilities which include event venues, playground equipment, sports facilities; and

WHEREAS, the desire of the City of Monett is to have safe and usable playground equipment; and

WHEREAS, the Kiwanis Club of Monett has a designated area in South Park currently called the Kiwanis Club Kiddies Playground which provides playground equipment for the use of the general public; and

WHEREAS, the Kiwanis Club of Monett, in celebration of its achieving 100-years of service to the Monett community, desires to initiate significant improvements to the playground to benefit the children and families of Monett and the surrounding area.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF MONETT, MISSOURI AS FOLLOWS:**

SECTION ONE: The Kiwanis Club of Monett shall at their expense purchase playground equipment for the designated area known as the Kiwanis Club Kiddies Playground.

SECTION TWO: The City of Monett shall oversee and provide the assembly of the playground equipment purchased by the Kiwanis Club of Monett.

SECTION THREE: The Kiwanis Club of Monett shall continue fund raising for the ground covering endorsed by the City of Monett around playground equipment. The fund-raising period shall be determined by the Kiwanis Club of Monett. The City will contract the installation of the ground covering.

SECTION FOUR: The City of Monett shall provide oversight and inspection of the ground cover installation upon the defined date as determined by fund raising of the Kiwanis Club of Monett.

SECTION FIVE: The Kiwanis Club of Monett shall design and cover the cost for signage improvements of the current Kiwanis Club Kiddies Playground which includes the renaming of the designed area.

PASSED AND APPROVED on this 10th day of July, 2025.

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

Mar-25

Fund	Beginning Cash Balance	Beginning Budget Available	Revenue	Expenses	Available Budget	Ending Cash Balance	Budget Remaining
General Fund	7,313,940	11,590,701	784,526	732,828	10,857,873	7,365,638	94%
Government Administration		674,250	648,012	26,899	647,351		96%
Building and Code Enforcement		390,100	6,745	20,264	369,836		95%
Municipal Court		130,600	-	7,731	122,869		94%
Emergency Management		129,100	-	11,472	117,628		91%
Fire Department		1,643,200	-	95,583	1,547,617		94%
Police Department		3,738,750	1,681	233,437	3,505,313		94%
Cemetery Department		259,408	8,500	19,167	240,241		93%
Economic Development		75,000	-	200	74,800		100%
Street Department		2,207,133	48,531	120,481	2,086,652		95%
Casino and Community Building		142,550	4,875	10,150	132,400		93%
Golf Course		921,450	54,527	75,700	845,750		92%
North Park		221,850	-	20,773	201,077		91%
South Park		428,950	290	46,023	382,927		89%
Swimming Pool		74,000	-	680	73,320		99%
Downtown Park and Pavilion		46,750	300	2,271	44,479		95%
Airport		507,610	11,065	41,997	465,613		92%
Water Fund	37,739,921	4,369,793	284,087	288,506	4,081,287	37,735,502	93%
Electric Fund	4,961,458	24,943,379	2,159,521	2,493,184	22,450,195	4,627,795	90%
Sewer Fund	2,012,643	5,503,770	288,959	222,959	5,280,811	2,078,644	96%
Fiber Optics Fund	744,341	191,150	9,315	13,810	177,340	739,846	93%
Sanitation Fund	402,557	954,150	78,657	79,783	874,367	401,431	92%
Mechanic Fund	(46,798)	217,350	18,292	19,603	197,747	(48,109)	91%
Use Tax Fund	624,420	941,000	110,600	10,885	930,115	724,134	99%
Equipment Reserve Fund	1,531,120	397,500	60,000	11,500	386,000	1,579,620	97%
Fleet Management Fund	267,359	172,880	35,985	25,390	147,490	277,954	85%
Health Insurance Fund	3,921	-	-	95,775	(95,775)	(91,854)	
Transportation Sales Tax	4,160,158	3,884,000	87,738	15,819	3,868,181	4,232,077	100%
Park and Stormwater Sales Tax	233,903	315,000	48,899	-	315,000	282,803	100%
Airport Improvement Fund	1,147,345	279,000	19,137	-	279,000	1,166,482	100%
Water Debt Service Fund	142,105	805,250	50,000	199,271	605,979	(7,166)	75%
Sewer Debt Service Fund	164,464	590,500	65,000	-	590,500	229,464	100%
Totals	61,410,101	55,155,423	4,100,717	4,209,314	50,946,109	61,301,504	92%

MAY 2025:

New Residential Homes, Multi-Family Units, Improvements, Additions, Remodels, Roof Replacements, and Solar Panels:

	Cost	Permit Fee
3 Residential Homes	\$245,000.00	\$200.00
7 Improvements/Additions/Remodels.....	\$165,041.00	\$529.92
8 Roof Covering Replacements	\$ 81,469.64	\$261.54
0 Solar Panels.....	\$0	\$0
	Totals: \$736,510.64	\$991.46
<u>Commercial Projects:</u>	Cost	Permit Fee
<u>Ally Heating & Cooling-601 14th Street</u>	\$310,000.00	\$ 930.00
New HVAC – SCR Building		
<u>Chad Prater Const.- 333 S. Kyler</u>	\$167,000.00	\$ 501.00
Remodel-Four States Dental		
<u>DPI Signs- 100 Chapel Drive</u>	\$ 600.00	\$ 20.00
Install sign		
<u>Howell Refrigeration- 885 US-60</u>	\$800,000.00	\$2400.00
Refrigeration Project-Wal-Mart		
<u>First Onsite- 115 W. Dairy Street</u>	\$175,000.00	\$ 525.00
Repair roof-Rodderick Building		
<u>Carlin Diversified- 1012 E. Cleveland</u>	\$ 2,500.00	\$ 20.00
Upgrade Service- Dutch Maid Cleaners	Totals: \$1,455,100.00	\$4,396.00

2025 Year to date totals:

34 Commercial Projects
11 Residential Homes
31 Roof Removals & Replacement
22 Improvements (Electric upgrades, storm shelters, foundation repair and pools)
1 Additions (garages, accessory structures & rooms)
5 Remodels (interior & exterior)
0 Solar Panels

Total Residential & Commercial Cost to Date: \$8,893,848.11

Total Residential & Commercial Permit Fees to Date: \$25,788.14



Projects not complete



Randy Burke, Mayor
 Ken Gaspar, Commissioner • Darren Indovina, Commissioner
 Christopher T. Weiner, City Administrator

www.cityofmonett.com
 217 Fifth Street • Monett, Missouri 65708
 (417) 235-3763

Building & Development Summary Reporting Form

I. Department Information	Reporting Period: 05.01.25-05.31.25
Mailing Address: 217 5 th Street Monett, Mo. 65708	
Physical Address: 508 E. Bond Street Monett, Mo. 65708	
Telephone: 417-235-5306	Fax: 417-235-4612
Prepared By: Lenetta Garoutte	E-mail address: meseman@monettmo.gov

Monthly Caseload Information	
A. Inspections	
1. Electric Inspections	19
2. Rough-In Inspections	1
3. Final Inspections	12
4. Plumbing Inspections	3
5. Gas Line	2
6. Footing Inspections	5
7. Driveway	2
8. Sign	2
9. Roof	3
10. Stem Walls	1
11. Floor Joists	1
12. Setbacks	1
13. HVAC	1
14. Accessory Structure File Folder	6
B. Code Violations	
1. Accumulations	2
2. Grass	37
C. Permits Written	
1. Residential Homes	3
2. Roofs	8
3. Electric upgrades	5
4. Accessory Structures	1
5. Commercial Projects	6
6. Pool	1
7. Fireworks	4



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Christopher T. Weiner, City Administrator

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D. Business Licenses	
1. New	8
2. Re-opened	3
3. Closed	2
4. Renewals	13
5. Fireworks	2



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner

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Communications Report

Throughout June we kept residents informed about progress with brush clean-up on social media. We received many inquiries about progress due to storm damage.

We received order of several promotional items with the city logo to be used to market Monett. I attended several informational meetings regarding marketing and attracting businesses and events to the community.

We received a city-branded backdrop for community events.

I attended the Airport Fly-in, which received a lot of attention and was well attended.

DB Graphics has confirmed updates of signage at City Hall. That work is to be completed in July.

We circulated a Parking Survey to community members to discuss potential changes to parking times on Broadway. That survey received 266 responses.

There were no Comp Plan Steering Committee meetings in June.

I did attend the Main Street Board meeting. Sub-committee meetings were cancelled in June.

We updated the community on utility tree trimming schedules throughout the month.

We have added a new section to the city website to include weekly reports to the Monett PD page. These reports are now available to the public.

I attended several meet and greet sessions with Jessica Stamps at each city facility.

We also called to community members to meet with Larry Howard in July to discuss the creation of a city pickleball league.

Facebook Statistics

Post Reach: This is the number of people have our posts in their feed without them visiting our page. This is based on the number of people who share, or comment on our posts, prompting the FB algorithm to show our post in the feed of non-followers. The greater our reach, the more people begin following

January: 8,093

February: 10,855

March: 16,805

April: 126,600

May: 57,769

June: 20,417

Post Engagement: This is the number of people who are sharing, clicking “like” or other emojis, commenting or clicking links

January: 46,954

February: 89,691

March: 106,653

April: 789,962

May: 286,796

June: 148,584

New Followers: This is people who are new to our page

January: 83

February: 84

March: 76

April: 778

May: 159

June: 59

Link Clicks: People who are being redirected to our website

January: 222

February: 496

March: 1,574

April: 1,787

May: 860

June: 747

Reactions: These are the emojis people post to express “Like,” “Angry,” “Love,” etc.

January: 341

February: 668

March: 667

April: 8,847

May: 3,815

June: 907

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: MONETT		Reporting Period: Jun 1, 2025 - Jun 30, 2025	
Mailing Address: 1901 E CLEVELAND, MONETT, MO 65708					
Physical Address: 1901 E CLEVELAND, MONETT, MO 65708				County: Barry County	
Telephone Number:		Fax Number:			
Prepared by: Mechele James		E-mail Address: mechele.james@courts.mo.gov			
Municipal Judge: Scott S. Sifferman					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		68	714	328	
B. Cases (citations/informations) filed		9	122	32	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		7	103	24	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	21	0	
6. dismissed by court		1	8	11	
7. <i>nolle prosequi</i>		0	4	10	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		8	136	45	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		69	700	315	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		85	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		28	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		802			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: MONETT	Reporting Period: Jun 1, 2025 - Jun 30, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$16,787.30	Court Automation	\$1,040.05
Clerk Fee - Excess Revenue	\$1,458.51	Due To Debt Collection	\$187.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$44.97	Law Enf Arrest-Local	\$1,298.70
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$2,525.75
Total Excess Revenue	\$18,290.78	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$26,707.10
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$357.50
Fines - Other	\$3,219.00	Total Disbursements	\$27,064.60
Clerk Fee - Other	\$324.44		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$148.61		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,059.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$10.00		
Law Enforcement Training (LET) Fund surcharge	\$296.00		
Domestic Violence Shelter surcharge	\$296.00		
Inmate Prisoner Detainee Security Fund surcharge	\$296.00		
Restitution	\$241.16		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$5,890.57		

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Jun-2025 THRU 30-Jun-2025

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	5,675.00		25,277.60		30,952.60	
2000	Accounts Payable				785.66		785.66
2100	Open Items			11,061.46	11,061.46		
2500	Payment Clearing			34,449.06	34,449.06		
5002	Clerk Fee-Municipal				324.44		324.44
5008	Court Automation		7.00		1,033.05		1,040.05
5016	CVC Surcharge State		7.13		1,052.23		1,059.36
5018	CVC Surcharge Muni				10.00		10.00
5020	Law Enf Arrest-Local				1,298.70		1,298.70
5022	LET-Muni		2.00		294.00		296.00
5024	POST-State		1.00		147.61		148.61
5032	Dom Viol - Muni		2.00		294.00		296.00
5034	Restitution			241.16	241.16		
5040	Fine-Muni Ordin Other				3,219.00		3,219.00
5056	Inmate Security Fund		2.00		294.00		296.00
5074	Due to Debt Collection			187.00	187.00		
5102	Clerk Fee-E/R		12.00		1,446.51		1,458.51
5118	CVC Surcharge-E/R		.37		44.60		44.97
5141	Fines-E/R		50.50		16,736.80		16,787.30
7008	Recipient Payable Detail Code			428.16	428.16		
8200	Bond-Posted		5,591.00	3,593.00	1,890.00		3,888.00
8204	Bond Refund			357.50	357.50		
Totals:		5,675.00	5,675.00	75,594.94	75,594.94	30,952.60	30,952.60

No exceptions noted

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Jun-2025 THRU 30-Jun-2025

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	5,675.00		25,277.60	27,064.60	3,888.00	
2000	Accounts Payable			27,064.60	27,064.60		
2100	Open Items			11,061.46	11,061.46		
2500	Payment Clearing			34,449.06	34,449.06		
5002	Clerk Fee-Municipal			324.44	324.44		
5008	Court Automation		7.00	1,040.05	1,033.05		
5016	CVC Surcharge State		7.13	1,059.36	1,052.23		
5018	CVC Surcharge Muni			10.00	10.00		
5020	Law Enf Arrest-Local			1,298.70	1,298.70		
5022	LET-Muni		2.00	296.00	294.00		
5024	POST-State		1.00	148.61	147.61		
5032	Dom Viol - Muni		2.00	296.00	294.00		
5034	Restitution			241.16	241.16		
5040	Fine-Muni Ordin Other			3,219.00	3,219.00		
5056	Inmate Security Fund		2.00	296.00	294.00		
5074	Due to Debt Collection			187.00	187.00		
5102	Clerk Fee-E/R		12.00	1,458.51	1,446.51		
5118	CVC Surcharge-E/R		.37	44.97	44.60		
5141	Fines-E/R		50.50	16,787.30	16,736.80		
7008	Recipient Payable Detail Code			428.16	428.16		
8200	Bond-Posted		5,591.00	3,593.00	1,890.00		3,888.00
8204	Bond Refund			357.50	357.50		
Totals:		5,675.00	5,675.00	128,938.48	128,938.48	3,888.00	3,888.00

No exceptions noted

MISSOURI JUDICIARY
MONETT MUNICIPAL
OPEN ITEMS SUMMARY REPORT
AS OF DATE: 30-Jun-2025

BANK NAME: Monett Municipal Checking
BANK ACCOUNT NUMBER: 152322612127

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	3,888.00	3,888.00
BONDS IN OPEN ITEMS (not posted)	0.00	
DEBIT ACCOUNTS WITH BALANCE	0.00	0.00
DEBIT ACCOUNTS WITH BALANCE (not posted)	0.00	
GARNISHMENT ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)	0.00	
OTHER GENERAL LEDGER ACCOUNTS	0.00	0.00
OUTSTANDING PAYABLES	0.00	0.00
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		3,888.00

NOTE

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

Confidential - For Court Use Only

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Jun-2025 TO 30-Jun-2025Date: 30-Jun-2025
Time: 2:34:51PM
Page: 1

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
AGUSTIN MENDOZA, LUIS FERNANDO	240411137 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
AGUSTIN MENDOZA, LUIS FERNANDO	240411138 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
AGUSTIN MENDOZA, LUIS FERNANDO	240411139 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50 Charge: 2 25-Dec-2024 ORD300.0-Seat Belt Violation - Other Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025 03-Jun-2025 05-Jun-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Jun-2025 TO 30-Jun-2025

Date: 30-Jun-2025
Time: 2:34:51PM
Page: 2

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
AGUSTIN MENDOZA, LUIS FERNANDO	240411140 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
AGUSTIN MENDOZA, LUIS FERNANDO	240411141 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
AGUSTIN MENDOZA, LUIS FERNANDO	240411142 CITY OF MONETT V LUIS FERNANDO AGUSTIN MENDOZA Charge: 1 25-Dec-2024 ORD574.0-Peace Disturbance Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
AGUSTIN, KEVIN ALEXANDER	240411567 CITY OF MONETT V KEVIN ALEXANDER AGUSTIN Charge: 1 23-Mar-2025 ORD300.0-Fail To Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County		

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AGUSTIN, KEVIN ALEXANDER	240411567 CITY OF MONETT V KEVIN ALEXANDER AGUSTIN Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50		24-Jun-2025 26-Jun-2025
ALMARAZ LOPEZ, JESUS	240411822 CITY OF MONETT V JESUS ALMARAZ LOPEZ Charge: 1 28-Sep-2024 ORD570.0Stealing/Larceny/Theft Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50		24-Jun-2025 25-Jun-2025
ALMARAZ LOPEZ, JESUS	240411823 CITY OF MONETT V JESUS ALMARAZ LOPEZ Charge: 1 05-Dec-2024 ORD570.0Stealing/Larceny/Theft Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50		24-Jun-2025 25-Jun-2025
ALMARAZ LOPEZ, JESUS	240411824 CITY OF MONETT V JESUS ALMARAZ LOPEZ Charge: 1 17-May-2025 ORD570.0Stealing/Larceny/Theft Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50		24-Jun-2025 25-Jun-2025
AMOS, MICHAEL BRIAN	240411529 CITY OF MONETT V MICHAEL BRIAN AMOS		

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AMOS, MICHAEL BRIAN	240411529 CITY OF MONETT V MICHAEL BRIAN AMOS Charge: 1 28-Feb-2025 ORD901.0-Nuisance Violation Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 18-Jun-2025
BAGWELL, CHARLES RAY	240411788 CITY OF MONETT V CHARLES RAY BAGWELL Charge: 1 13-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
BENRRUHU, ISSAM	240411812 CITY OF MONETT V ISSAM BENRRUHU Charge: 1 17-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 05-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 05-Jun-2025 Start Date: 05-Jun-2025	05-Jun-2025 05-Jun-2025
BONHAM, MASON DEAN	240411666 CITY OF MONETT V MASON DEAN BONHAM Charge: 1 14-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (6-10 Mph Over) Disposition: 10-Jun-2025 Guilty Plea		

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BONHAM, MASON DEAN	240411666 CITY OF MONETT V MASON DEAN BONHAM Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
BOYD, DAVID ALLEN	210660935 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 25-Mar-2022 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
BOYD, DAVID ALLEN	210661016 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 14-Apr-2022 ORD574.0-Peace Disturbance Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
BOYD, DAVID ALLEN	210661141 CITY OF MONETT V DAVID ALLEN BOYD Charge: 1 21-May-2022 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
BROWN, DEIDRE	240411709 CITY OF MONETT V DEIDRE BROWN		

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BROWN, DEIDRE	240411709 CITY OF MONETT V DEIDRE BROWN Charge: 1 24-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 23-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 23-Jun-2025 Start Date: 23-Jun-2025 23-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		23-Jun-2025
BURT, JUSTIN JAMES	240411875 CITY OF MONETT V JUSTIN JAMES BURT Charge: 1 28-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 28-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 28-Jun-2025 Start Date: 28-Jun-2025 28-Jun-2025 Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50		28-Jun-2025
CABRERA, JOHN DAVID	230308447 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 01-Jun-2024 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 03-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$290.00 And Court Costs Fine Amount: \$ 290.00 Charge: 2 01-Jun-2024 ORD300.0-Seat Belt Violation - Other Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 03-Jun-2025 Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00		05-Jun-2025

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CABRERA, JOHN DAVID	230308448 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 01-Jun-2024 ORD301.0-Display/Possess Plates Of Another Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
CABRERA, JOHN DAVID	230308449 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 01-Jun-2024 ORD301.0-Failed To Register Vehicle Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
CABRERA, JOHN DAVID	240410578 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 19-Sep-2024 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
CABRERA, JOHN DAVID	240410579 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 19-Sep-2024 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$300.00 and Court Costs. Fine Amount: \$ 300.00	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025

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CABRERA, JOHN DAVID	240410580 CITY OF MONETT V JOHN DAVID CABRERA Charge: 1 19-Sep-2024 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
CADDICK, KEVIN DON JR	240411353 CITY OF MONETT V KEVIN DON CADDICK JR Charge: 1 10-Feb-2025 ORD901.0-Nuisance Violation Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
CADDICK, KEVIN DON JR	240411354 CITY OF MONETT V KEVIN DON CADDICK JR Charge: 1 10-Feb-2025 ORD901.0-Nuisance Violation Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
CAMPBELL, MICHAEL KEITH	240411652 CITY OF MONETT V MICHAEL KEITH CAMPBELL Charge: 1 07-Apr-2025 ORD575.0-Miscellaneous Obstructing Police Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025

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CAMPBELL, MICHAEL KEITH	240411653 CITY OF MONETT V MICHAEL KEITH CAMPBELL Charge: 1 07-Apr-2025 ORD574.0-Disorderly Conduct Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
CAMPOS, NANCY JUANITA	240411802 CITY OF MONETT V NANCY JUANITA CAMPOS Charge: 1 16-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 12-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50 Charge: 2 16-May-2025 ORD300.0-Seat Belt Violation - Other Disposition: 12-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 12-Jun-2025 Start Date: 12-Jun-2025	12-Jun-2025 12-Jun-2025 12-Jun-2025 12-Jun-2025
CATES, SYDNEY	240411493 CITY OF MONETT V SYDNEY CATES Charge: 1 06-Mar-2025 ORD901.0-Nuisance Violation Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025

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CATES, SYDNEY	240411494 CITY OF MONETT V SYDNEY CATES Charge: 1 06-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
CATES, SYDNEY	240411495 CITY OF MONETT V SYDNEY CATES Charge: 1 06-Mar-2025 ORD301.0-Display Unlawful Plates Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
CATES, SYDNEY	240411496 CITY OF MONETT V SYDNEY CATES Charge: 1 06-Mar-2025 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
CECENAS SALAS, JOSE ANTONIO	240411912 CITY OF MONETT V JOSE ANTONIO CECENAS SALAS Charge: 1 09-Jun-2025 ORD300.0-Miscellaneous Moving Violation Text: FRONT WINDOW TINT Disposition: 21-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 21-Jun-2025 Start Date: 21-Jun-2025	21-Jun-2025 21-Jun-2025

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CLAUSE, REBECCA ANN	240411550 CITY OF MONETT V REBECCA ANN CLAUSE Charge: 1 17-Mar-2025 ORD574.0-Disorderly Conduct Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
CLAUSE, REBECCA ANN	240411551 CITY OF MONETT V REBECCA ANN CLAUSE Charge: 1 17-Mar-2025 ORD574.0-Peace Disturbance Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
CLAUSE, REBECCA ANN	240411552 CITY OF MONETT V REBECCA ANN CLAUSE Charge: 1 17-Mar-2025 ORD574.0-Disorderly Conduct Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$232.50 and Court Costs. Fine Amount: \$ 232.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
COC CHOC, ALEX	240411638 CITY OF MONETT V ALEX COC CHOC Charge: 1 03-Apr-2025 ORD901.0-Nuisance Violation Disposition: 30-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 30-Jun-2025 Start Date: 30-Jun-2025	30-Jun-2025 30-Jun-2025

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COC CHOC, ALEX	240411639 CITY OF MONETT V ALEX COC CHOC Charge: 1 03-Apr-2025 ORD307.0-Defective Equipment Disposition: 30-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 30-Jun-2025 Start Date: 30-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		30-Jun-2025 30-Jun-2025
COC CHOC, ALEX	240411640 CITY OF MONETT V ALEX COC CHOC Charge: 1 03-Apr-2025 ORD301.0-Failed To Register Vehicle Disposition: 30-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 30-Jun-2025 Start Date: 30-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		30-Jun-2025 30-Jun-2025
COX, VERONICA MARIA	240411716 CITY OF MONETT V VERONICA MARIA COX Charge: 1 26-Apr-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 03-Jun-2025 Due to End: 03-Dec-2025		03-Jun-2025 05-Jun-2025
DEMPSAY, SHELBY NICOLE	240411527 CITY OF MONETT V SHELBY NICOLE DEMPSAY Charge: 1 28-Feb-2025 ORD901.0-Nuisance Violation Disposition: 17-Jun-2025 Guilty Plea		

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DEMPSAY, SHELBY NICOLE	240411527 CITY OF MONETT V SHELBY NICOLE DEMPSAY Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 18-Jun-2025
DIAZ, ARIANA	240411806 CITY OF MONETT V ARIANA DIAZ Charge: 1 16-May-2025 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
DILLON, GEORGE	240411811 CITY OF MONETT V GEORGE DILLON Charge: 1 16-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 16-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 16-Jun-2025 Start Date: 16-Jun-2025	16-Jun-2025 16-Jun-2025
DUGGER, RONALD RAY	240411566 CITY OF MONETT V RONALD RAY DUGGER Charge: 1 23-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 20-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 20-Jun-2025 Start Date: 20-Jun-2025	20-Jun-2025 20-Jun-2025
DUNCAN, DOLLY CHRISTINE	240410275 CITY OF MONETT V DOLLY CHRISTINE DUNCAN		

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DUNCAN, DOLLY CHRISTINE	240410275 CITY OF MONETT V DOLLY CHRISTINE DUNCAN Charge: 1 02-Aug-2024 ORD301.0-Failed To Register Vehicle Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
DUNCAN, DOLLY CHRISTINE	240410276 CITY OF MONETT V DOLLY CHRISTINE DUNCAN Charge: 1 02-Aug-2024 ORD301.0-Display/Possess Plates Of Another Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
DUNCAN, DOLLY CHRISTINE	240411590 CITY OF MONETT V DOLLY CHRISTINE DUNCAN Charge: 1 28-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
DUNCAN, DOLLY CHRISTINE	240411591 CITY OF MONETT V DOLLY CHRISTINE DUNCAN Charge: 1 28-Mar-2025 ORD301.0-Display/Possess Plates Of Another Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$45.50 and Court Costs. Fine Amount: \$ 45.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025

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ELLIOTT, MATTHEW RICHARD	240410265 CITY OF MONETT V MATTHEW RICHARD ELLIOTT Charge: 1 01-Aug-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Incarceration Jail Length: 2 Days Text: Count 1 - Defendant sentenced to 2 Days Jail (given credit for time served) and Court Costs.	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
FAUCETT, AMANDA	240411408 CITY OF MONETT V AMANDA FAUCETT Charge: 1 23-Feb-2025 ORD577.0-Dwi - Alcohol Disposition: 19-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 24 Months Text: Count 1 - Defendant granted SIS, 24 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 19-Jun-2025 Due to End: 19-Jun-2027	Order Date: 19-Jun-2025 Start Date: 19-Jun-2025	19-Jun-2025 19-Jun-2025
FAUCETT, AMANDA	240411409 CITY OF MONETT V AMANDA FAUCETT Charge: 1 23-Feb-2025 ORD307.0-Defective Equipment Disposition: 19-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 19-Jun-2025 Start Date: 19-Jun-2025	19-Jun-2025 19-Jun-2025
FELTON, EMMALEE DENAE	240411656 CITY OF MONETT V EMMALEE DENAE FELTON Charge: 1 09-Apr-2025 ORD574.0-Miscellaneous Peace Disturbance Disposition: 03-Jun-2025 Guilty Plea		

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FELTON, EMMALEE DENAE	240411656 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V EMMALEE DENAE FELTON Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
FLORES RAMIREZ, EDWIN ANEES	230308200 Charge: 1 20-Apr-2024 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$155.50 and Court Costs. Fine Amount: \$ 155.50	CITY OF MONETT V EDWIN ANEES FLORES RAMIREZ Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
FLORES RAMIREZ, EDWIN ANEES	230308201 Charge: 1 20-Apr-2024 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V EDWIN ANEES FLORES RAMIREZ Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
FRANCO, RODRIGO	240411562 Charge: 1 22-Mar-2025 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V RODRIGO FRANCO Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
GAMROTH, JACOB WILLIAM	240411422 CITY OF MONETT V JACOB WILLIAM GAMROTH		

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GAMROTH, JACOB WILLIAM	240411422 CITY OF MONETT V JACOB WILLIAM GAMROTH Charge: 1 25-Feb-2025 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$316.50 and Court Costs. Fine Amount: \$ 316.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
GARCIA LOPEZ, JERSON ALDUVI	240411068 CITY OF MONETT V JERSON ALDUVI GARCIA LOPEZ Charge: 1 06-Dec-2024 ORD901.0-Nuisance Violation Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$300.00 and Court Costs. Fine Amount: \$ 300.00	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
GRANADOS-ORTEGA, SANTIAGO	240411845 CITY OF MONETT V SANTIAGO GRANADOS-ORTEGA Charge: 1 22-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 10-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 10-Jun-2025
GRIMALDO, PABLO	240410825 CITY OF MONETT V PABLO GRIMALDO Charge: 1 26-Oct-2024 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025

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HARDING, BRADLEY MICHAEL	240411899 CITY OF MONETT V BRADLEY MICHAEL HARDING Charge: 1 06-Jun-2025 ORD301.0-Failed To Register Vehicle Disposition: 25-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 25-Jun-2025 Start Date: 25-Jun-2025	25-Jun-2025 25-Jun-2025
HARKINS, BRANDON CHARLES	240411684 CITY OF MONETT V BRANDON CHARLES HARKINS Charge: 1 19-Apr-2025 ORD909.0-Miscellaneous Ordinance Violation Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
HARKINS, TAMMY MARIE	240411259 CITY OF MONETT V TAMMY MARIE HARKINS Charge: 1 23-Jan-2025 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
HARKINS, TAMMY MARIE	240411260 CITY OF MONETT V TAMMY MARIE HARKINS Charge: 1 23-Jan-2025 ORD301.0-Failed To Register Vehicle Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025

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HAWES, BRIANNE KATILYN	190864028 CITY OF MONETT V BRIANNE KATILYN HAWES Charge: 1 08-Jun-2021 ORD901.0-Nuisance Violation Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
HICKS, DUSTIN EUGUENE	240411463 CITY OF MONETT V DUSTIN EUGUENE HICKS Charge: 1 01-Mar-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
HICKS, DUSTIN EUGUENE	240411465 CITY OF MONETT V DUSTIN EUGUENE HICKS Charge: 1 01-Mar-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
HIGHLEY, CRYSTAL DAWN	240411862 CITY OF MONETT V CRYSTAL DAWN HIGHLEY Charge: 1 26-May-2025 ORD300.0-Miscellaneous Moving Violation Text: OPERATED MV WITH FRONT WINDSHIELD COMPLETELY TINTED. Disposition: 15-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 15-Jun-2025 Start Date: 15-Jun-2025	15-Jun-2025 15-Jun-2025

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HOMEWOOD, GABRIEL ZAYNE	240411829 CITY OF MONETT V GABRIEL ZAYNE HOMEWOOD Charge: 1 20-May-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Length: 1 Year Text: Count 1 - Defendant granted SIS, 1 Years Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 24-Jun-2025 Due to End: 24-Jun-2026		24-Jun-2025 26-Jun-2025
HOMEWOOD, JOSHUA DANIEL	240411830 CITY OF MONETT V JOSHUA DANIEL HOMEWOOD Charge: 1 20-May-2025 ORD302.0-Authorized Or Knowingly Permitted Person To Drive Motor Vehicle Who Had No Legal Rights Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		24-Jun-2025 26-Jun-2025
HORNING, ERIC PAUL	240411669 CITY OF MONETT V ERIC PAUL HORNING Charge: 1 15-Apr-2025 ORD300.0-Fail To Slow To Reasonable Speed For Existing Conditions Or Stop For Yield Sign Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50		03-Jun-2025 04-Jun-2025
IBARRA, FRANCISCO JAVIER EDUARDO	240411604 CITY OF MONETT V FRANCISCO JAVIER EDUARDO IBARRA		

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IBARRA, FRANCISCO JAVIER EDUARDO	240411604 CITY OF MONETT V FRANCISCO JAVIER EDUARDO IBARRA Charge: 1 29-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
IBARRA, FRANCISCO JAVIER EDUARDO	240411671 CITY OF MONETT V FRANCISCO JAVIER EDUARDO IBARRA Charge: 1 17-Apr-2025 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
JONES, MICHELLE LYNN	240411647 CITY OF MONETT V MICHELLE LYNN JONES Charge: 1 07-Apr-2025 ORD301.0-Failed To Register Vehicle Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 17-Jun-2025 Due to End: 17-Dec-2025	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025 Agency: MONETT MUNICIPAL DIVISION	17-Jun-2025 18-Jun-2025
JUAREZ SANCHEZ, EDGAR L	240411813 CITY OF MONETT V EDGAR L JUAREZ SANCHEZ		

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JUAREZ SANCHEZ, EDGAR L	240411813 CITY OF MONETT V EDGAR L JUAREZ SANCHEZ Charge: 1 17-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$134.00 and Court Costs. Fine Amount: \$ 134.00	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
JUAREZ SANCHEZ, EDGAR L	240411814 CITY OF MONETT V EDGAR L JUAREZ SANCHEZ Charge: 1 17-May-2025 ORD302.0-Driving While Revoked Or Suspended Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$250.00 and Court Costs. Fine Amount: \$ 250.00	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
JUAREZ SANCHEZ, EDGAR L	240411815 CITY OF MONETT V EDGAR L JUAREZ SANCHEZ Charge: 1 17-May-2025 ORD301.0-Fail To Display/Fasten Front/Back License Plate On Mv/Trailer Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
KALBAUGH, KAMERON JAMES	230308045 CITY OF MONETT V KAMERON JAMES KALBAUGH Charge: 1 22-Mar-2024 ORD300.0-Failed To Stop For Steady Red Signal At Crosswalk/ Stop Line/Point Nearest Intersection Disposition: 10-Jun-2025 Guilty Plea		

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KALBAUGH, KAMERON JAMES	230308045 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	CITY OF MONETT V KAMERON JAMES KALBAUGH Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
KENNEDY, GERALD DOUGLAS	240411309 Charge: 1 03-Feb-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	CITY OF MONETT V GERALD DOUGLAS KENNEDY Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 03-Jun-2025
LAKEY, MICHELLE CHERI	240411662 Charge: 1 12-Apr-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V MICHELLE CHERI LAKEY Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LARSON, DEREK G	230308394 Charge: 1 13-May-2024 ORD901.0-Nuisance Violation Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V DEREK G LARSON Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 18-Jun-2025
LAZALDE MENDOZA, JESUS ALEJANDRO	240411428	CITY OF MONETT V JESUS ALEJANDRO LAZALDE MENDOZA	

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LAZALDE MENDOZA, JESUS ALEJANDRO	240411428 CITY OF MONETT V JESUS ALEJANDRO LAZALDE MENDOZA Charge: 1 28-Dec-2024 ORD568.0-Endangering Welfare Of Child Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$300.00 and Court Costs. Fine Amount: \$ 300.00	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LOPEZ PUENTES, FREDY EDUARDO	240410660 CITY OF MONETT V FREDY EDUARDO LOPEZ PUENTES Charge: 1 05-Oct-2024 ORD307.0-Defective Equipment Disposition: 23-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 23-Jun-2025 Start Date: 23-Jun-2025	23-Jun-2025 23-Jun-2025
LOPEZ PUENTES, FREDY EDUARDO	240410661 CITY OF MONETT V FREDY EDUARDO LOPEZ PUENTES Charge: 1 05-Oct-2024 ORD901.0-Nuisance Violation Disposition: 23-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 23-Jun-2025 Start Date: 23-Jun-2025	23-Jun-2025 23-Jun-2025
LOPEZ RAMIREZ, MAUDI DAMARIS	240411728 CITY OF MONETT V MAUDI DAMARIS LOPEZ RAMIREZ Charge: 1 27-Apr-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 24-Jun-2025 Guilty Plea		

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LOPEZ RAMIREZ, MAUDI DAMARIS	240411728 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	CITY OF MONETT V MAUDI DAMARIS LOPEZ RAMIREZ Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
LOPEZ RAMIREZ, MAUDI DAMARIS	240411729 Charge: 1 27-Apr-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V MAUDI DAMARIS LOPEZ RAMIREZ Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
LOPEZ RAMIREZ, MAUDI DAMARIS	240411730 Charge: 1 27-Apr-2025 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 1 Year Text: Count 1 - Defendant granted SIS, 1 Years Probation and Court Costs. Program: PROBATION Associated To: Charge 1 Start Date: 24-Jun-2025 Due to End: 24-Jun-2026	CITY OF MONETT V MAUDI DAMARIS LOPEZ RAMIREZ Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION	24-Jun-2025 26-Jun-2025
LYNCH, HOSANNAH ROSE	240410680 Charge: 1 08-Oct-2024 ORD577.0-Dwi - Alcohol Disposition: 03-Jun-2025 Guilty Plea	CITY OF MONETT V HOSANNAH ROSE LYNCH	

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LYNCH, HOSANNAH ROSE	240410680 CITY OF MONETT V HOSANNAH ROSE LYNCH Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$350.50 and Court Costs. Fine Amount: \$ 350.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LYNCH, HOSANNAH ROSE	240410681 CITY OF MONETT V HOSANNAH ROSE LYNCH Charge: 1 08-Oct-2024 ORD302.0-Driving While Revoked Or Suspended Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LYNCH, HOSANNAH ROSE	240410682 CITY OF MONETT V HOSANNAH ROSE LYNCH Charge: 1 08-Oct-2024 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LYNCH, HOSANNAH ROSE	240410683 CITY OF MONETT V HOSANNAH ROSE LYNCH Charge: 1 08-Oct-2024 ORD301.0-Failed To Register Vehicle Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
LYNCH, HOSANNAH ROSE	240410684 CITY OF MONETT V HOSANNAH ROSE LYNCH		

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LYNCH, HOSANNAH ROSE	240410684 CITY OF MONETT V HOSANNAH ROSE LYNCH Charge: 1 08-Oct-2024 ORD300.0-Fail To Yield To Emergency Veh Sounding Audible Siren Sign/Disply Lighted Visible Red/Blue Light Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 04-Jun-2025
MACKEY, LINDA LEANN	240410738 CITY OF MONETT V LINDA LEANN MACKEY Charge: 1 16-Oct-2024 ORD901.0-Nuisance Violation Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 12-Jun-2025
MADDOCKS, LINDSEY LORENE	240411563 CITY OF MONETT V LINDSEY LORENE MADDOCKS Charge: 1 22-Mar-2025 ORD301.0-Failed To Register Vehicle Disposition: 05-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 05-Jun-2025 Start Date: 05-Jun-2025	05-Jun-2025 05-Jun-2025
MANWILLER, MICHAEL EDWARD	240411878 CITY OF MONETT V MICHAEL EDWARD MANWILLER Charge: 1 29-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 23-Jun-2025 Guilty Plea		

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MANWILLER, MICHAEL EDWARD	240411878 Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V MICHAEL EDWARD MANWILLER Order Date:23-Jun-2025 Start Date: 23-Jun-2025	23-Jun-2025 23-Jun-2025
MCCULLAH, TAYLER RAE	240411784 Charge:1 13-May-2025 ORD307.0-Defective Equipment Disposition:24-Jun-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V TAYLER RAE MCCULLAH Order Date:24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
MCCULLAH, TAYLER RAE	240411785 Charge:1 13-May-2025 ORD301.0-Failed To Register Vehicle Disposition:24-Jun-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V TAYLER RAE MCCULLAH Order Date:24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
MCGUIRE, HEATHER ANNE	240411831 Charge:1 20-May-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition:12-Jun-2025 Guilty Plea Sentence or SIS:Fine Text: Count 1 - Defendant sentenced to Fine \$155.50 and Court Costs. Fine Amount: \$ 155.50	CITY OF MONETT V HEATHER ANNE MCGUIRE Order Date:12-Jun-2025 Start Date: 12-Jun-2025	12-Jun-2025 13-Jun-2025
MCWILLIAMS, STEVEN MATTHEW	240411776 CITY OF MONETT V STEVEN MATTHEW MCWILLIAMS		

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MCWILLIAMS, STEVEN MATTHEW	240411776 CITY OF MONETT V STEVEN MATTHEW MCWILLIAMS Charge: 1 12-May-2025 ORD307.0-Defective Equipment Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 18-Jun-2025
MORENO, BRIZEYDA	240411843 CITY OF MONETT V BRIZEYDA MORENO Charge: 1 22-May-2025 ORD300.0-Miscellaneous Moving Violation Text: PC NO FRONT LP Disposition: 27-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 27-Jun-2025 Start Date: 27-Jun-2025	27-Jun-2025 27-Jun-2025
NEIPLING, ERIC CHAD	240411438 CITY OF MONETT V ERIC CHAD NEIPLING Charge: 1 26-Feb-2025 ORD307.0-Defective Equipment Disposition: 30-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 30-Jun-2025 Start Date: 30-Jun-2025	30-Jun-2025 30-Jun-2025
NEVIN, ROBERT MICHAEL	230308688 CITY OF MONETT V ROBERT MICHAEL NEVIN Charge: 1 13-Jul-2024 ORD574.0-Peace Disturbance Disposition: 18-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 18-Jun-2025 Start Date: 18-Jun-2025	18-Jun-2025 18-Jun-2025

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NEWBERRY, STANLEY EUGENE	240411787 CITY OF MONETT V STANLEY EUGENE NEWBERRY Charge: 1 13-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 18-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 18-Jun-2025 Start Date: 18-Jun-2025	18-Jun-2025 18-Jun-2025
NEWKIRK, MASON JAMES	240411721 CITY OF MONETT V MASON JAMES NEWKIRK Charge: 1 26-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 13-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 13-Jun-2025 Start Date: 13-Jun-2025	13-Jun-2025 13-Jun-2025
NGUYEN, JOSEPH PORFIRIO	230308054 CITY OF MONETT V JOSEPH PORFIRIO NGUYEN Charge: 1 23-Mar-2024 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
NGUYEN, JOSEPH PORFIRIO	230308055 CITY OF MONETT V JOSEPH PORFIRIO NGUYEN Charge: 1 23-Mar-2024 ORD301.0-Failed To Register Vehicle Disposition: 03-Jun-2025 Guilty Plea		

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NGUYEN, JOSEPH PORFIRIO	230308055 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	CITY OF MONETT V JOSEPH PORFIRIO NGUYEN Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
NIMMO, GRADY WESTON	210660824 Charge: 1 20-Feb-2022 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	CITY OF MONETT V GRADY WESTON NIMMO Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
NIMMO, GRADY WESTON	210660825 Charge: 1 20-Feb-2022 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	CITY OF MONETT V GRADY WESTON NIMMO Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
NIMMO, GRADY WESTON	210660826 Charge: 1 20-Feb-2022 ORD300.0-Seat Belt Violation - Other Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	CITY OF MONETT V GRADY WESTON NIMMO Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
NIMMO, GRADY WESTON	210660827 CITY OF MONETT V GRADY WESTON NIMMO		

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NIMMO, GRADY WESTON	210660827 CITY OF MONETT V GRADY WESTON NIMMO Charge: 1 20-Feb-2022 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		03-Jun-2025 05-Jun-2025
NIMMO, GRADY WESTON	210660828 CITY OF MONETT V GRADY WESTON NIMMO Charge: 1 20-Feb-2022 ORD901.0-Nuisance Violation Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50		03-Jun-2025 05-Jun-2025
ORTEGA, MAYREN	240411704 CITY OF MONETT V MAYREN ORTEGA Charge: 1 23-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		24-Jun-2025 25-Jun-2025
PERKINS, TILER MICHAEL	240411499 CITY OF MONETT V TILER MICHAEL PERKINS Charge: 1 07-Mar-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 24-Jun-2025 Guilty Plea		

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PERKINS, TILER MICHAEL	240411499 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	CITY OF MONETT V TILER MICHAEL PERKINS Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 25-Jun-2025
PERKINS, TILER MICHAEL	240411665 Charge: 1 13-Apr-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	CITY OF MONETT V TILER MICHAEL PERKINS Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
PERKINS, TILER MICHAEL	240411850 Charge: 1 23-May-2025 ORD300.0-Driver Fail To Secure Child Who Is Less Than 8 Years Old In A Child Restraint Or Booster Seat Disposition: 26-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$49.50 and Court Cost Fine Amount: \$ 49.50	CITY OF MONETT V TILER MICHAEL PERKINS Order Date: 26-Jun-2025 Start Date: 26-Jun-2025	26-Jun-2025 26-Jun-2025
PERKINS, TILER MICHAEL	240411851 Charge: 1 23-May-2025 ORD300.0-Seat Belt Violation - Other Disposition: 26-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	CITY OF MONETT V TILER MICHAEL PERKINS Order Date: 26-Jun-2025 Start Date: 26-Jun-2025	26-Jun-2025 26-Jun-2025
PITTMAN, ALEJANDRA	240411809 CITY OF MONETT V ALEJANDRA PITTMAN		

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PITTMAN, ALEJANDRA	240411809 CITY OF MONETT V ALEJANDRA PITTMAN Charge: 1 16-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 16-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 16-Jun-2025 Start Date: 16-Jun-2025	16-Jun-2025 16-Jun-2025
PITTMAN, ALEJANDRA	240411810 CITY OF MONETT V ALEJANDRA PITTMAN Charge: 1 16-May-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 16-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 16-Jun-2025 Start Date: 16-Jun-2025	16-Jun-2025 16-Jun-2025
PRICHARD, MATTHEW AARON	240411786 CITY OF MONETT V MATTHEW AARON PRICHARD Charge: 1 13-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 03-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 03-Jun-2025
PRIVETT, BRANDON KEITH	230308670 CITY OF MONETT V BRANDON KEITH PRIVETT Charge: 1 10-Jul-2024 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea		

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PRIVETT, BRANDON KEITH	230308670 CITY OF MONETT V BRANDON KEITH PRIVETT Sentence or SIS: Fine Order Date: 10-Jun-2025 Start Date: 10-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		10-Jun-2025 12-Jun-2025
RATTLES, RANDALL STEPHEN	240411533 CITY OF MONETT V RANDALL STEPHEN RATTLES Charge: 1 13-Mar-2025 ORD574.0-Disorderly Conduct Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$250.00, Waived \$0.00, Stayed \$150.00 SES, 1 Years Probation and Court Costs. EXECUTION OF SENTENCE SUSPENDED Fine Amount: \$ 100.00 Total Case Fine Stayed Amount: \$ 150.00 Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 24-Jun-2025 Due to End: 24-Jun-2026		24-Jun-2025 25-Jun-2025
REED, LINDSAY OWEN	240411226 CITY OF MONETT V LINDSAY OWEN REED Charge: 1 15-Jan-2025 ORD307.0-Defective Equipment Disposition: 23-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 23-Jun-2025 Start Date: 23-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		23-Jun-2025 23-Jun-2025
REED, TRACY L	240411723 CITY OF MONETT V TRACY L REED Charge: 1 26-Apr-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 10-Jun-2025 Guilty Plea		

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REED, TRACY L	240411723 CITY OF MONETT V TRACY L REED Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025
REH, SU	240411733 CITY OF MONETT V SU REH Charge: 1 27-Apr-2025 ORD302.0-Failure To Comply With Temporary Instructions/Driver Permit Text: FAILURE TO COMPLY W/ TEMPORARY INSTRUCTION/DRIVER PERMIT Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 18-Jun-2025
RETTMANN, AUSTIN TANNER	240411440 CITY OF MONETT V AUSTIN TANNER RETTMANN Charge: 1 26-Feb-2025 ORD307.0-Defective Equipment Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 17-Jun-2025
RICHARDSON, ANTHONY JAMES	240410819 CITY OF MONETT V ANTHONY JAMES RICHARDSON Charge: 1 25-Oct-2024 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 10-Jun-2025 Start Date: 10-Jun-2025	10-Jun-2025 11-Jun-2025

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RICHARDSON, ANTHONY JAMES	240410820 CITY OF MONETT V ANTHONY JAMES RICHARDSON Charge: 1 25-Oct-2024 ORD301.0-Failed To Register Vehicle Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 10-Jun-2025 Start Date: 10-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		10-Jun-2025 11-Jun-2025
RICHARDSON, MICHAEL DUANE	240411864 CITY OF MONETT V MICHAEL DUANE RICHARDSON Charge: 1 27-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 28-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 28-Jun-2025 Start Date: 28-Jun-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50		28-Jun-2025 28-Jun-2025
ROBINSON, CORDARO BRADY	240411599 CITY OF MONETT V CORDARO BRADY ROBINSON Charge: 1 29-Mar-2025 ORD302.0-Driving While Revoked Or Suspended Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 24-Jun-2025 Start Date: 24-Jun-2025 Length: 1 Year Text: Count 1 - Defendant granted SIS, 1 Years Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 24-Jun-2025 Due to End: 24-Jun-2026		24-Jun-2025 26-Jun-2025
ROSE, TROY SHELTON	240411410 CITY OF MONETT V TROY SHELTON ROSE Charge: 1 23-Feb-2025 ORD307.0-Defective Equipment Disposition: 24-Jun-2025 Guilty Plea		

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ROSE, TROY SHELTON	240411410 CITY OF MONETT V TROY SHELTON ROSE Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
RUEDA VILLA, ELMER O	240411706 CITY OF MONETT V ELMER O RUEDA VILLA Charge: 1 24-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
SALAS GARCIA, JESUS	240410662 CITY OF MONETT V JESUS SALAS GARCIA Charge: 1 05-Oct-2024 ORD301.0-Fail To Display/Fasten Front/Back License Plate On Mv/Trailer Text: FAILED TO DISPALY FRONT PLATE Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
SALAS GARCIA, JESUS	240411184 CITY OF MONETT V JESUS SALAS GARCIA Charge: 1 04-Jan-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$107.50 and Court Costs. Fine Amount: \$ 107.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025

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SALAS GARCIA, JESUS	240411595 CITY OF MONETT V JESUS SALAS GARCIA Charge: 1 26-Mar-2025 ORD307.0-Defective Equipment Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 17-Jun-2025
SALAS ZAMORA, JUAN RAMON	240411510 CITY OF MONETT V JUAN RAMON SALAS ZAMORA Charge: 1 10-Mar-2025 ORD901.0-Nuisance Violation Disposition: 19-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Order Date: 19-Jun-2025 Start Date: 19-Jun-2025	19-Jun-2025 19-Jun-2025
SALAS ZAMORA, JUAN RAMON	240411511 CITY OF MONETT V JUAN RAMON SALAS ZAMORA Charge: 1 10-Mar-2025 ORD307.0-Defective Equipment Disposition: 17-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 17-Jun-2025 Start Date: 17-Jun-2025	17-Jun-2025 19-Jun-2025
SALAS, LIZBETH	240411865 CITY OF MONETT V LIZBETH SALAS Charge: 1 27-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 24-Jun-2025

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SAY, HSER	240411707 CITY OF MONETT V HSER SAY Charge: 1 24-Apr-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 03-Jun-2025 Length: 12 Months 05-Jun-2025 Text: Count 1 - Defendant granted SIS, 12 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 03-Jun-2025 Due to End: 03-Jun-2026		
SAY, HSER	240411708 CITY OF MONETT V HSER SAY Charge: 1 24-Apr-2025 ORD300.0-Fail To Stop At Stop Sign At Stop Line/Before Crosswalk/Point Nearest Intersection - County Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 03-Jun-2025 Start Date: 03-Jun-2025 03-Jun-2025 Length: 12 Months 05-Jun-2025 Text: Count 1 - Defendant granted SIS, 12 Months Probation and Court Costs. Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 03-Jun-2025 Due to End: 03-Jun-2026		
SCOTT, JESSICA RENEE	240411710 CITY OF MONETT V JESSICA RENEE SCOTT Charge: 1 24-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 16-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 16-Jun-2025 Start Date: 16-Jun-2025 16-Jun-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Jun-2025 TO 30-Jun-2025

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
SEHRBROCK, ANGELIKA RUTH	240411841 CITY OF MONETT V ANGELIKA RUTH SEHRBROCK Charge: 1 21-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 30-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50	Order Date: 30-Jun-2025 Start Date: 30-Jun-2025	30-Jun-2025 30-Jun-2025
SHEPARD, ANTHONY LEE	240411690 CITY OF MONETT V ANTHONY LEE SHEPARD Charge: 1 20-Apr-2025 ORD574.0-Peace Disturbance Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025
SHEPARD, ANTHONY LEE	240411818 CITY OF MONETT V ANTHONY LEE SHEPARD Charge: 1 18-May-2025 ORD574.0-Peace Disturbance Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
STANGL, JESSICA LEIGH	240411703 CITY OF MONETT V JESSICA LEIGH STANGL Charge: 1 23-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 6 Months Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs.	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

Report: CZR0056

MISSOURI JUDICIARY
MONETT MUNICIPAL
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JUDGMENT/SENTENCE ACTIVITY DATE 01-Jun-2025 TO 30-Jun-2025

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
STANGL, JESSICA LEIGH	240411703 CITY OF MONETT V JESSICA LEIGH STANGL Program:PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date:24-Jun-2025 Due to End: 24-Dec-2025		
VASQUEZ CIFUENTES, ALLAN ADEL	230308650 CITY OF MONETT V ALLAN ADEL VASQUEZ CIFUENTES Charge:1 05-Jul-2024 ORD901.0-Nuisance Violation Disposition:24-Jun-2025 Guilty Plea Sentence or SIS:Fine Order Date:24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50		24-Jun-2025 26-Jun-2025
VASQUEZ CIFUENTES, ALLAN ADEL	230308651 CITY OF MONETT V ALLAN ADEL VASQUEZ CIFUENTES Charge:1 05-Jul-2024 ORD901.0-Nuisance Violation Disposition:24-Jun-2025 Guilty Plea Sentence or SIS:Fine Order Date:24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		24-Jun-2025 26-Jun-2025
VASQUEZ CIFUENTES, ALLAN ADEL	230308652 CITY OF MONETT V ALLAN ADEL VASQUEZ CIFUENTES Charge:1 06-Jul-2024 ORD307.0-Defective Equipment Disposition:24-Jun-2025 Guilty Plea Sentence or SIS:Fine Order Date:24-Jun-2025 Start Date: 24-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		24-Jun-2025 26-Jun-2025
VAUGHAN, RICHARD ALAN	240411476 CITY OF MONETT V RICHARD ALAN VAUGHAN		

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Jun-2025 TO 30-Jun-2025

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
VAUGHAN, RICHARD ALAN	240411476 CITY OF MONETT V RICHARD ALAN VAUGHAN Charge: 1 03-Mar-2025 ORD307.0-Defective Equipment Disposition: 25-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 25-Jun-2025 Start Date: 25-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		25-Jun-2025 25-Jun-2025
WALTON, CHRISTOPHER DAVID	240411570 CITY OF MONETT V CHRISTOPHER DAVID WALTON Charge: 1 23-Mar-2025 ORD307.0-Defective Equipment Disposition: 30-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 30-Jun-2025 Start Date: 30-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		30-Jun-2025 30-Jun-2025
WALTRIP, CODY EDWIN	240411756 CITY OF MONETT V CODY EDWIN WALTRIP Charge: 1 03-May-2025 ORD302.0-Driving While Revoked Or Suspended Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 10-Jun-2025 Start Date: 10-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		10-Jun-2025 11-Jun-2025
WICKLUND, MATTHEW ALLEN	240410510 CITY OF MONETT V MATTHEW ALLEN WICKLUND Charge: 1 06-Sep-2024 ORD307.0-Defective Equipment Disposition: 10-Jun-2025 Guilty Plea Sentence or SIS: Fine Order Date: 10-Jun-2025 Start Date: 10-Jun-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		10-Jun-2025 12-Jun-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

Report: CZR0056

MISSOURI JUDICIARY
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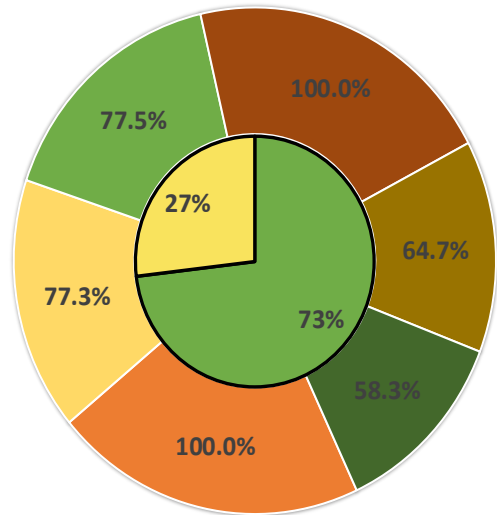
JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
WILKINSON, MATTHEW RHYS-PHOENIX	240411773 CITY OF MONETT V MATTHEW RHYS-PHOENIX WILKINSON Charge: 1 11-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 23-Jun-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 23-Jun-2025 Start Date: 23-Jun-2025	23-Jun-2025 23-Jun-2025
WILLIAMS, ZANDER T	240411753 CITY OF MONETT V ZANDER T WILLIAMS Charge: 1 02-May-2025 ORD575.0-Resisting Arrest Disposition: 24-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.50 and Court Costs. Fine Amount: \$ 200.50	Order Date: 24-Jun-2025 Start Date: 24-Jun-2025	24-Jun-2025 26-Jun-2025
ZERMENO RODRIGUEZ, JESUS	240411620 CITY OF MONETT V JESUS ZERMENO RODRIGUEZ Charge: 1 31-Mar-2025 ORD307.0-Defective Equipment Disposition: 03-Jun-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Order Date: 03-Jun-2025 Start Date: 03-Jun-2025	03-Jun-2025 05-Jun-2025

* There will not be a Satisfied Date displayed for Criminal and Traffic Sentencing records.

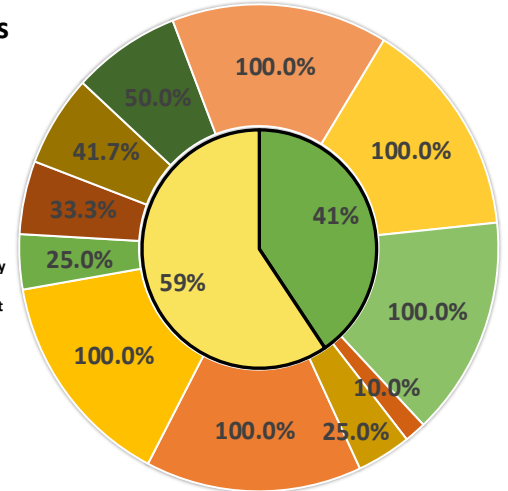
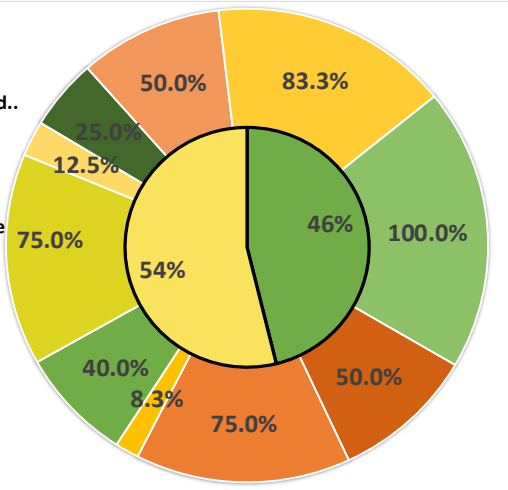
Monthly Report – Emergency Management
June 2025
David Compton, Director



June 2025

Category	Description	Activity	Action Items	Performance
 Planning	Systematic process of developing strategic, operational, and/or tactical-level approaches to meet objectives.	06.05.2025 – Monthly Communication Mtg. with Administrator. 06.05.2025 – Pre-Event Safety Review with Airport Mgr. 06.06.2025 – First on Front Event Safety Brief. 06.06.2025 – Airport Committee Safety Briefing. 06.12.2025 – Kelley Creek Monthly Mtg. 06.12.2025 – First on Front (Cassville) Planning Mtg. 06.27.2025 – Freedom and Fireworks Planning Mtg.	Continued planning meetings for 2025 community events. Event Action Plans being created for selected community events.	Planning - TEPW - External Collaboration - Internal Collaboration - RTTA - Flood Plain - NRCS - Flood Plain - NMSZ - Planning 

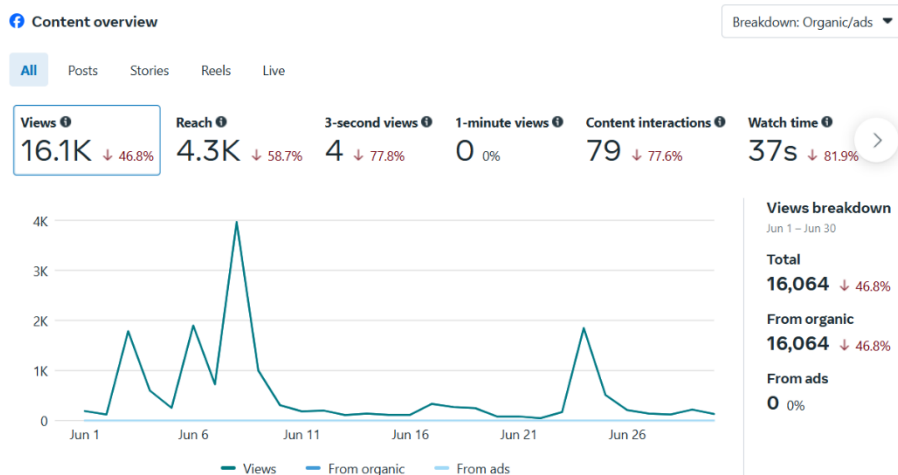
June 2025

Category	Description	Activity	Action Items	Performance
 Training & Exercises	Local, State, or Federal training to develop strategic, operational, and/or tactical-level competencies	All SFY 2025 Exercise Activities Completed and Submitted to SEMA.		Training/Exercises - SEMA/FEMA Rapid Needs Assessment - SEMA/FEMA Damage Assessment - Workshop - Discussion Based - Trainings - FEMA - Trainings - Cyber - Tabletop - Discussion / Community Based - Tabletop - Discussion / Department Based - Drill - Operations / Department Based - NWS Weather Spotter Class - Functional Exercise - Department Based - Monthly Siren Tests 
 Coordinating	Establish and maintain a coordinated engagement of stakeholders to support missions and capabilities.	06.02.2025 – Tech Project Kickoff Mtg. 06.05.2025 – Functional Team Mtg. 06.05.2025 – Grants Coordination Mtg. with Chief Pennington 06.05.2025 – Tech Project Scrum Mtg. 06.06.2025 – Tech Project Scrum Call 06.09.2025 – Tech. Steering Cmte. Mtg.		Coordinating - SMESO/Regional Coord.. - City Council - Functional Teams - Departmental - LEPC/ Barry - Lawrence - RHSOC - Projects - Projects - Projects - Future Project 

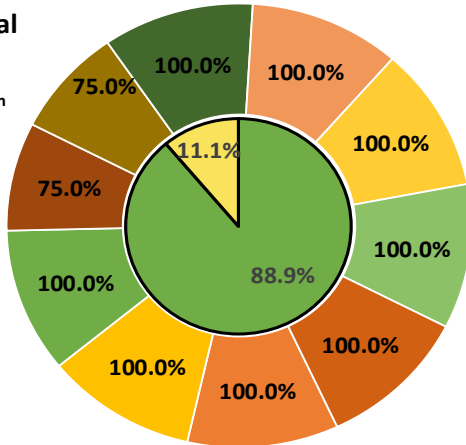
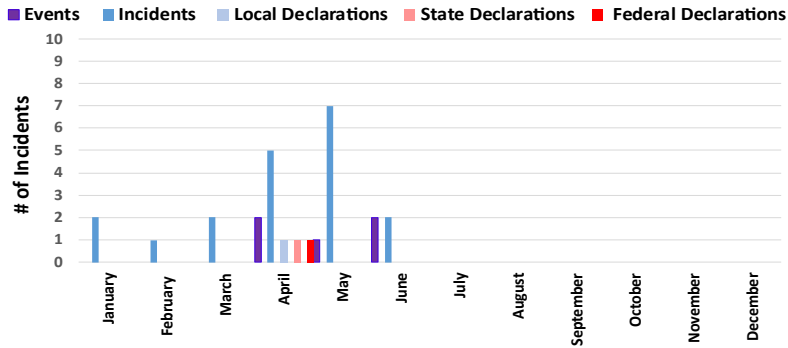
June 2025

Category	Description	Activity	Action Items	Performance
		06.10.2025 – Tech. Project Scrum Call 06.10.2025 – Tech. Project Refinement Mtg. 06.17.2025 – Tech. Project Refinement Mtg. 06.18.2025 – Tech Project Scrum Mtg. 06.20.2025 – Tech. Steering Cmtte. Mtg. 06.25.2025 – Tech Project Scrum Mtg. 06.26.2025 – Barry County Chiefs Mtg. 06.27.2025 – Tech. Project Refinement Mtg.		

June 2025

Category	Description	Activity	Action Items	Performance
 Public Information	Deliver coordinated, prompt, reliable, and actionable information to the community in a clear, consistent, accessible manner.	June Campaign executed: 12 Posts. - Severe Weather Notices. - Pre-Post Incident PSAs 32.6K Views 10.8K Reach 06.11.2025 – Monthly outdoor siren test.	July 2025 – Campaign Themes - Heat Related. - Summer Prepared. - Pre-Post incident PSAs. (English and Spanish-if available.) Additional Situational specific posts as needed.	
 Community	Engage the community to prepare, mitigate, prevent, and recover from incidents.	06.24.2025 – Exercise Planning with CoxMonett. 06.26.2025 – Exercise Planning with Monett School Dist./Monett P.D./Monett F.D.		

June 2025

Category	Description	Activity	Action Items	Performance
 Intergov't	Establish and maintain a coordinated engagement with government bodies.			Intergovernmental - Annual EMPG Application - EMPG Application Negotiation - EMPG Application Approved - EMPG Quarter Status Report - EMPG Quarter Financial Report - CEPF Supplemental Grant Application - EMPG Supplemental Grant Application - HMEP Deed Restriction Inspections - DR-4490-MO Close Out - NWS WCO Meeting - NWS Products 
 Incidents	Incidents that involved EMA assistance for preparation, mitigation, prevention, and/or recovery	06.06.2025 – First on Front Event 06.07.2025 – Airport Open House 06.17.2025 – Severe Wx. – EOC Activation (NWS Radar OOS) 06.29.2025 – Wind Damage/Isolated Power Outages.	2025 Events = 5 Incidents = 19 Declarations Local = 1 State = 1 Federal = 1	Incidents-2025 



Monett Fire Department

211 5th Street Monett, MO. 65708

(417) 235-7799 Ext. 2601

Brandon A. Pennington - Fire Chief

Dustin L. Stellwagen - Captain



Fire Chief Report on Call Volume

To: Mayor, Commissioners, City Administrator and City Clerk

From: Brandon A. Pennington – Fire Chief, Dustin L. Stellwagen – Captain

Date: July 1st, 2025

Re: June Monthly Call Volume Report

- Fire 3
- Rescue & Emergency Medical Services Incident 96
- Hazardous Conditions (No Fires) 9
- Service Calls 10
- Good Intent Calls 9
- False Alarms & False Calls 11
- Severe Weather & Natural Disasters 0

Total Call Volume for April 138

Total Count of Overlapping Incidents for April 16

Busiest Day of The Month Wednesday

Busiest Hour of The Month 1:00 PM

Fire Department Inspections 18

TO SERVE AND PROTECT
WITH
PRIDE AND PROGRESS

"OUR WAY OF ENSURING IT GETS DONE CORRECTLY IS BY TRAINING TOGETHER"



Monett Fire Department

211 5th Street Monett, MO. 65708

(417) 235-7799 Ext. 2601

Brandon A. Pennington - Fire Chief

Dustin L. Stellwagen - Captain



Fire Chief Report

To: Mayor, Commissioners, City Administrator and City Clerk

From: Brandon A. Pennington – Fire Chief, Dustin L. Stellwagen – Captain

Date: July 1st, 2025

Re: June Monthly Report

General:

- June 2nd Fire Operation Meeting 8:00-9:00
- June 2nd American Red Cross – Jenny Soloman 10:00-11:00
- June 3rd Wage Study for Fire Department 10:00-10:30
- June 3rd Nixa Fire District – Training Facility 12:00-1:30
- June 3rd Springfield Fire Department – Training Facility 2:00-3:00
- June 4th Staff Report Meeting 10:30-11:00
- June 5th Functional Team – Public Safety 8:30-9:30
- June 5th Missouri Cyber Security IT Assessment 2:15-4:15
- June 6th MRLC Water Day 1:00-2:00
- June 6th First on Front – Safety Briefing 10:00-10:30
- June 7th FLY-IN Airport 7:00-11:00
- June 9th Fire Operation Meeting 8:00-9:00
- June 10th Flow Test Hydrants IDF 10:00-10:30
- June 10th City Council Work Session 9:30-11:00
- June 11th SPIRE Picnic – Show off Trucks 12:00-2:00
- June 12th Catholic School Water Day 10:30-11:30
- June 13th MECC Water Day 10:00-11:00

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Monett Fire Department

211 5th Street Monett, MO. 65708

(417) 235-7799 Ext. 2601

Brandon A. Pennington - Fire Chief

Dustin L. Stellwagen - Captain



- June 14th YMCA Water Day 1:00-2:00
- June 16th Fire Operation Meeting 8:00-9:00
- June 17th Lawrence County Chief's Meeting 7:00-9:00
- June 17th MECC Show Trucks 10:00-11:00
- June 18th EFCO Walk Through 10:00-12:00
- June 18th Monett Department Head Meeting 11:30-1:00
- June 19th Deputy Chief Dennis Reynolds Fire Department Assessment 10:30-4:00
- June 19th HR meeting with Fire Department 3:30-4:00
- June 20th Staff Meeting 9:00-10:00
- June 20th MMS Water Day 10:30-11:30
- June 20th Monett Fire Department Grant's Meeting 1:30-4:00
- June 23rd Fire Operation Meeting 8:00-9:00
- June 23rd Grant Review – MFD 10:30-12:00
- June 26th Monett R-1 School District (ASAP) with Fire /EMS / LEO / EM 9:00-12:00
- June 26th Barry County Chief's Meeting 6:30-9:00
- June 27th Fourth of July Committee Meeting 12:00-1:00
- June 30th Fire Operation Meeting 8:00-9:00

TO SERVE AND PROTECT
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South Park

- Mowing, weed eating, cleaning bathrooms, and picking up trash.
- Set up and break down stage for First on Front.
- Finished cleaning up trees from recent storm.

North Park

- Mowing, weed eating, grooming ball fields, cleaning bathrooms, and picking up trash.
- Watering ball fields.
- A new water reel has arrived and has been put to work.
- Summer fertilizer applied to ballfields.
- Demolition of the tennis courts, and tree removal complete. Dirt work has begun.
- Rented out the ballfields for one softball, and 2 baseball tournaments.
- MYBSL Spring season has come to an end.

Casino/pavilion

- Casino seen a decline in rentals in June with 10 compared to 15 this time in 2024.
- Pavillion saw 3 rentals.

MONETT POLICE DEPARTMENT

1901 E. CLEVELAND AVE.

MONETT, Mo. 65708

GEORGE DAOUD, CHIEF OF POLICE

RE: MONTHLY REPORT FOR JUNE 2025

DISTRIBUTION: Chief Daoud, Capt. Camp, City Clerk McMillan, City Administrator Ary, Mayor Burke, Commissioner Indovina, Commissioner Gaspar

DATE PREPARED: June 4th, 2025

POLICE REPORTS GENERATED:

Calls for service:	1067
Offense Reports:	101(Does not include GPRs)
Arrest Reports:	46
General Purpose Reports:	41 (Includes ACO GPRs)

ACCIDENT/ COLLISION INFORMATION:

Total number of collisions for the month 15

Total number of vehicles involved in collisions 25

Injury collisions for the month 1

Total number of vehicles damaged 25

Total number of persons injured 1

Private Property accidents reported on S.T.A.R.S. 1

Contacts:

Traffic Contacts	254
Ordinance Violations	45
	299

MONIES RECEIPTED IN BY THE MONETT POLICE DEPARTMENT:

Animal Control: \$ 981.34
Bonds: \$ 3415.00

ANIMAL CONTROL

GPR = 14
Offense = 2
Dogs Impounded = 15
Dogs to Humane Society = 0
Dogs to Animal Rescue = 1
Dogs to Owner = 5
Dogs Adopted = 7
Dogs to Vet = 2
Calls for the Month = 192

Investigation Stats for June 2025

<u>Investigator</u>	<u>Total Cases</u>	<u>Cases Closed</u>	<u>Case Open</u>
Det. Sgt. Landreth #310	7	2	5
Det. Brown #320	8	4	4
Det. Salazar #316	9	3	6
<u>Totals</u>	<u>24</u>	<u>9</u>	<u>15</u>

The totals above reflect cases from the month of June.

The following indicates cases closed in the month that were assigned in previous months:

	Closed
Det. Sgt. Landreth #310	7
Det. Brown #320	3
Det. Salazar #316	9
<u>Total</u>	<u>19</u>

The Criminal Investigations Division is currently actively investigating 130 cases. The oldest active case was assigned on 07-20-2022. The median age of these cases is 13 months.

SCHOOL RESOURCE/ CRIME PREVENTION DIVISION

Sergeant Jay Jastal

School Activities

- SROs gave Eddie Egal Gun Safety presentations to K-4 summer school classes
- SROs covered patrol shift vacancies
- SROs Attended MSRO training conference at Lake of the Ozarks

July Activities

- CPTED Evaluations (Crime Prevention through Environmental Design)
- Emergency planning and school Safety inspections
- Merchant Contacts
- Prepare training classes for school staff
- District required training
- Public presentations
- Vacations

Monett Police Department

1901 E Cleveland Ave., Monett, MO 65708

Offense Charges Stats by Month and YTD

June 2026

Offense	Month	Current YTD	Previous YTD	Change
12 HOUR HOLD	0	0	9	-9
ANIMAL ABUSE & NEGLECT (O)	0	0	2	-2
ASSAULT (O)	0	0	8	-8
ASSAULT - 4TH DEGREE	0	0	3	-3
ASSAULT-DOMESTIC (O)	0	0	15	-15
BURGLARY 2ND DEG	0	0	11	-11
CHILD MOLESTATION 4TH DEGREE	0	0	1	-1
CONTRIBUTING TO THE DELINQUENCY OF A MINOR (O)	0	0	2	-2
DISORDERLY CONDUCT	0	0	29	-29
DOG BITE	0	0	7	-7
DOMESTIC ASSAULT - 3RD DEGREE	0	0	6	-6
DRIVING WHILE REVOKED (O)	0	0	32	-32
DRIVING WHILE SUSPENDED (O)	0	0	27	-27
DWI (O)	0	0	22	-22
DWI-DRUG INTOXICATION	0	0	6	-6
FORGERY	0	0	9	-9
FOUND PROPERTY	0	0	18	-18
FUGITIVE FROM OUT OF STATE (F)	0	0	6	-6
GPR - DOMESTIC DISTURBANCE	0	0	35	-35
GPR - INFORMATION	0	0	106	-106
GPR-AGENCY ASSIST	0	0	23	-23
GPR-GRAFFITI	0	0	5	-5
GPR-HOTLINE REFERRAL	0	0	9	-9
GPR-STRAY DOG	0	0	55	-55
HARASSMENT BY PHONE (O)	0	0	4	-4
ICE DETAINER	0	0	1	-1
ILLEGAL BURNING	0	0	2	-2
INCORRIGIBLE JUVENILE	0	0	6	-6
LEAVING SCENE OF ACCIDENT - PROPERTY DAMAGE EXCEEDING \$1,000	0	0	4	-4
LEAVING SCENE OF ACCIDENT -INJURY	0	0	1	-1
LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT (O)	0	0	12	-12
LITTERING (O)	0	0	3	-3

Offense	Month	Current YTD	Previous YTD	Change
MINOR IN POSSESSION OF ALCOHOL (O)	0	0	2	-2
MINOR VISIBLY INTOXICATED/BAC 0.2% OR MORE	0	0	1	-1
NO VALID OPERATORS LICENSE (O)	0	0	76	-76
NOTICE OF TRESPASS	0	0	1	-1
POSSESS CONTROL SUBSTANCE	0	0	21	-21
PROPERTY DAMAGE (O)	0	0	21	-21
PROPERTY DAMAGE - 2ND DEGREE	0	0	6	-6
PROPERTY DAMAGE 1ST DEGREE	0	0	11	-11
RESISTING OR INTERFERING WITH ARREST (O)	0	0	12	-12
RUNAWAY JUVENILE	0	0	1	-1
SODOMY 1ST DEGREE	0	0	1	-1
STEALING (F)	0	0	25	-25
STEALING (O)	0	0	71	-71
STEALING - MOTOR VEHICLE	0	0	6	-6
TAMPERING WITH MOTOR VEH-1ST DEGREE	0	0	4	-4
TAMPERING WITH PHYSICAL EVIDENCE	0	0	1	-1
TRESPASS NOTICE	0	0	20	-20
UNATTENDED DEATH	0	0	12	-12
UNLAWFUL POSSESSION OF DRUG PARAPHERNALIA	0	0	2	-2
VOID	0	0	3	-3
WARRANT ARREST-MONETT	0	0	81	-81
WARRANT ARREST-OTHER AGENCY	0	0	55	-55
Totals:	0	0	912	-912



PUBLIC WORKS

MONTHLY REPORT

JUNE 2025



PUBLIC WORKS

MONTHLY REPORT

CEMETERY CREW

- Two total funerals, both cremations, both were private, managed by families, and both were on a weekend.
- One grave plot was sold at Oakdale Cemetery.
- The crew attended a MESO safety meeting.
- Mowed and weedeated Centennial Bridge hillsides.
- Weedeated and sprayed guardrails on Chapell Drive, Centennial Bridge, Eisenhower Bridge, 9TH St., 10TH St., and Dairy St.
- Weedeated football field ditch and the Cale/Logan St. ditches.
- Mowed all three cemeteries 3-4 times.
- Mowed all outside lots 3-4 times.
- Normal grave maintenance/dirt work.
- Normal mower maintenance as required.
- Mini track hoe serviced along with jackhammer and tested for proper operation.
- Rebuilt our two cremation biers (tables used for cremains at funerals).
- Sprayed Chip-n-Seal streets in preparation for same.
- Keith is working on job descriptions for Human Resources.

OUTLOOK

- Looking ahead to July, continue spraying of Chip-n-Seal streets as needed, more mowing and weedeating, funerals as they arise, avoid heat-related illnesses, complete job descriptions, Keep an eye out for City parking lots needing attention.

SANITATION CREW

- The Sanitation crew continues to take care of the city's solid waste day in and day out.
- Paul and Jessie and the International service technician continue with their struggles on the emissions system on truck #40 ...

OUTLOOK

- The Sanitation crew continues to strive to provide the absolute best service every day!

RECYCLE CREW

- Reynaldo and our newest hire Laurence Sumner continue to take care of the city's and the surrounding area's recyclables.
- We still operate our HHW RE-USE Facility on Friday's from 2:30 PM – 3:15 PM

OUTLOOK

- Continued success in the operation of our Recycle center.

STREET CREW

- The Street department crew graded the pad for the new Kiwanis playground at South Park. UPDATE: 95% of the playground was successfully installed by Ozark Mountain Installation when they ran into some weldments for the roof structure that were manufactured with the wrong angle. After these were re-manufactured in the right configuration it was discovered the roof panels themselves were the incorrect style for the system. We are now waiting for the correct panels to be manufactured.
- Clean-up from the April 29TH storm has been completed minus some stump work needed at South Park (grinding or removal by excavation depending on the stump), this endeavor was an all-out attack by the Street department after City-Wide Clean-up was completed on May 16TH! but was in conjunction with the outstanding help from South Park crews and the Cemetery department even though they had Memorial Day approaching fast on their own calendar! Man hours: Street – 1,582, Dump truck loads of brush – 624, South Park – 200+ (including multiple volunteer Saturdays), Cemetery 100+ A giant thanks for the team effort, dedication, and perseverance to accomplish this monumental task.
- Chip-n-Seal preparation work in the short amount of time left: concrete utility cut repairs, cold mix asphalt work as needed, trees trimmed for dump truck clearance, Crack Sealing finished, weedeating, extensive sweeping, 15TH Street grading along with prep work on alleys by the remodeled Nestleroad and Roberts facility at 5TH/Cleveland all accomplished in NINE working days! I could never have asked for a finer, more dedicated crew! It has been a pleasure to work with ALL these men.

OUTLOOK

- Chip-n-Seal will take up most of the month of July.