

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Approval of the Agenda

IV. Public Comments

Comments are Limited to 3 Minutes Per person

V. Regular Business

A. Consent Agenda

- i. Approval of Minutes from the July 10, 2025 City Council Work Session
- ii. Approval of Minutes from the July 10, 2025 City Council Meeting
- iii. Approval of Minutes from the July 22, 2025 City Council Work Session
- iv. Approval of Minutes from the July 24, 2025 City Council Work Session
- v. Approval of Minutes from the July 31, 2025 City Council Work Session

B. Officially Swear in Brandon Pennington as the Full-Time Fire Chief for the City of Monett, Missouri.

C. Second 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

D. First Reading and Consideration of Approval of Ordinance No. 9083: An Ordinance of the City of Monett, Missouri, Amending Ordinance No. 8902 by Adding an Addendum to the Sewer Service Contract with the City of Purdy, Updating Sewer Rates for the Years 2026 Through 2031

E. First and Second Reading and Consideration of Approval of Ordinance No. 9091: An Ordinance Authorizing the City of Monett, Missouri, to Accept the Bid of McClanahan Construction Company, Inc. for Improvements to the City of Monett Wastewater Treatment Plant (WWTP), and to Enter a Contract for Said Improvements

F. Reading and Consideration of Approval of Resolution No. 9084: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement for the Development of a Playground in South Park.

G. Reading and Consideration of Approval of Resolution No. 9085: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement with Two Real Estate Agencies for the Sale of City Properties

H. Reading and Consideration of Approval of Resolution No. 9086: A Resolution Authorizing the City Council of Monett, Missouri, to Enter into an Agreement with the Ozark Regional YMCA

I. Reading and Consideration of Approval of Resolution No. 9087: A Resolution Authorizing the City

Council of Monett, Missouri, to Repurpose the City Owned Facility at 100 South Maple

- J. Reading and Consideration of Approval of Resolution No. 9088: A Resolution Authorizing the City Council of Monett, Missouri, to Issue a Special Use Permit for the Cancer Awareness Event
- K. Reading and Consideration of Approval of Resolution No. 9089: A Resolution Authorizing the City Council of Monett, Missouri, to Approve Change Order One for Lowes Lane Road Improvement
- L. Reading and Consideration of Approval of Resolution No. 9090: A Resolution Authorizing the City Council of Monett, Missouri, to Approve a Member of the Planning and Zoning Commission

VI. Informational Items

- A. City Administrator Report
- B. Monthly Financial Report
- C. Monthly Departmental Reports
- D. Next City Council Worksession: August, 28th, 2025 at City Hall Conference Room
- E. Next regular City Council meeting: Thursday, September 11th, 2025 at 6:00 P.M. at Monett School District Boardroom

VII. Closed Session Notice: Council will convene into closed session pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.

VIII. Adjournment

City Council Work Session Minutes

Date: July 10, 2025 Time: 9:30 a.m.

1. Call to Order

- The meeting was called to order at 9:30 a.m. All Council members were present.

2. Agenda Review

- There were **no changes** to the agenda.

3. Discussion Items

a. Freedom Park Development - City Administrator Ary and Parks & Recreation Superintendent Larry Howard presented plans for the development of Freedom Park.

b. City Hall Auditorium Renovation - City Administrator Ary proposed renovating the City Hall auditorium and naming it "Freedom Hall." Council agreed to move forward with a feasibility study.

c. Dog Park Discussion - Council discussed concerns regarding the dog park. Three options were considered:

1. Deed the property to MMS
2. City maintains the park
3. Take no action

City Administrator Ary recommended initiating a feasibility study and engaging with MMS to develop a resolution.

d. Playground Equipment Proposal - City Administrator Ary presented a proposal from PlayPower for playground equipment totaling \$199,000.

- Funding options include utilizing park tax revenue.
- Proposed locations:
 - North of the pond across the parking lot in the green space
 - Former pool site
- The \$199,000 covers equipment only.
- Recommendation: Parks & Recreation Superintendent to finalize the location.

4. Closed Session

Council convened into closed session at 10:19 a.m. pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate transactions, and personnel matters.

Kelley McMillan, City Clerk

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
JULY 10, 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

Pledge of Allegiance was recited.

III. Public Comments

No public comments were received.

IV. Approval of the Agenda

Commissioner Gaspar made a motion to approve the agenda, seconded by Commissioner Indovina. Roll call vote on the motion to approve the agenda: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

V. Regular Business

A. Consent Agenda

Commissioner Indovina made a motion to approve the consent agenda, seconded by Commissioner Gaspar. Roll call vote on the motion to the consent agenda: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

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

- Ordinance No. 9079 was presented for first reading.

C. Reading and Consideration of Approval of Resolution No. 9080 A Resolution Appointing a Municipal Judge for the City of Monett, Missouri

- Resolution No. 9080 was presented for reading.
- Appointed Randee Stemmons as Municipal Judge for the City of Monett, MO

Commissioner Gaspar made a motion to approve Resolution No. 9080, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9080: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

D. Reading and Consideration of Approval of Resolution No. 9081 A Resolution Approving an Agreement with TREKK Designs for Inflow and Infiltration Work on Monett’s Sewer System

- Resolution No. 9081 was presented for reading
- Discussion led by: Skip Schaller

Commissioner Gaspar made a motion to approve Resolution No. 9081, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9081: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

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 South Park

- Discussion led by: Councilmember Ken Gaspar
- Summary: The Kiwanis Club will partner with the City of Monett to install new playground equipment in South Park.

Commissioner Gaspar made a motion to approve Resolution No. 9082, seconded by Commissioner Indovina. Roll call vote on the motion to approve Resolution No. 9082: Mayor Burke – Aye; Commissioner Gaspar – Aye; Commissioner Indovina – Aye. Motion carried.

VI. Informational Items

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

VII. Adjournment

- Motion to adjourn at 6:09 p.m. by Gaspar, seconded by Indovina. All in favor.

Kelley McMillan, City Clerk

**MINUTES OF THE MEETING OF THE MONETT CITY COUNCIL
JULY 22, 2025**

I. Call to Order

Mayor Burke called the meeting to order at 2:00 p.m. All members were present.

II. Pledge of Allegiance

Pledge of Allegiance was recited.

III. Approval of the Agenda

Agenda was reviewed. No changes were made.

IV. Regular Business

A. Discussion Regarding Daily Operations at the Windmill Ridge Golf Course

Council held a discussion regarding the daily operations and management of Windmill Ridge Golf Course.

V. Convene Into Closed Session Pursuant to Sections 610.021–610.022 RSMo

Commissioner Indovina made a motion to convene into closed session for the purpose of discussing personnel matters as defined by Section 610.021(3) and (13) at 3:18 p.m. with Council, City Administrator, and City Clerk., seconded by Commissioner

VI. Adjournment

Mayor Burke made a motion to convene back into open session, seconded by Commissioner Indovina. All in favor. Commissioner Indovina made a motion to adjourn from open at 3:29 p.m., seconded by Commissioner Gaspar. All in favor.

Kelley McMillan, City Clerk

Minutes of the Monett City Council Work Session
Thursday, July 27, 2025

I. Call to Order

The meeting was called to order at 9:30 AM.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Approval of the Agenda

Commissioner Gaspar made a motion to amend the agenda to move the closed session to Item 1, seconded by Commissioner Indovina. Present were the Council, City Administrator, City Clerk, City Attorney, HR Generalist, and Utilities Superintendent.

Roll call vote: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commission Indovina – Yes. Motion Carried

The Council convened into closed session at 9:35 a.m. for 30 minutes, pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3), to discuss legal, real estate, and personnel matters.

The Council then reconvened into open session at 10:05 a.m. with a motion from Commissioner Gaspar, seconded by Commissioner Indovina. Roll call vote: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commission Indovina – Yes. Motion Carried

IV. Regular Business

A. Discussion Regarding Change of Government

Presenter: Nate Dally, Lauber Municipal Law

Mr. Dally presented various forms of municipal government for Council's consideration:

- **Home Rule Charter**
- **Third Class City** (Statutory role of Mayor)
- **Dillon's Rule** (Missouri governance framework)
- **Third Class City Manager Form**

Key points included:

- Under the City Manager form, communication between elected officials and staff is permitted, but officials cannot assign tasks directly.
- The City Manager should provide regular reports at Council meetings.
- A **Constitutional Charter City** requires formation of a charter committee (including community leaders), followed by public vote.

Council expressed unanimous interest in changing the current form of government. Mayor Burke recommended pursuing a **Charter Form of Government**. Further discussion will continue at the next work session.

- *Presentation attached to minutes.*

B. Discussion Regarding Special Use District & Non-Conforming Lots

Presenter: Nate Dally

Mr. Dally reviewed issues related to non-conforming lots. Mike Eseman provided a map highlighting smaller lot sizes in the central area and noted frequent variance requests to the Board of Adjustments.

Recommendation:

- Rezone by resolution
- Present to Planning & Zoning on the last Thursday in August
- Council approval anticipated in September

C. Update on Central Avenue Project

Presenters: Kevin Sprenkle and Skip Schaller

Mr. Sprenkle reported:

- Progress continues on the **north section** of Central Avenue
- Awaiting MoDOT response regarding cost-sharing
- Easements still needed; utility relocation and waterline replacement pending
- First and Second Streets will be closed indefinitely as part of the project

Additional notes:

- Project timeline: 9–12 months to begin easement acquisition and utility relocation
- A **focus group** has been formed and will collaborate with Jon from Transystems

- Major challenge: coordinating waterline work with MoDOT, as much of it lies within the roadway
- **TAP funds** will support sidewalk improvements

V. Informational Items

- **Next Regular City Council Meeting:** Thursday, August 14, 2025, at 6:00 PM at the Monett School District Boardroom

VI. Closed Session Notice

Council will convene into closed session pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal, real estate, and personnel matters.

VII. Adjournment

Mayor Burke made a motion to adjourn at 11:07 AM, seconded by Commissioner Indovina. Roll call vote: Mayor Burke – Yes; Commissioner Gaspar – Yes; Commission Indovina – Yes. Motion Carried

Kelley McMillan, City Clerk

City of Monett Meeting Minutes
July 31, 2025

I. Call to Order

The closed meeting was called to order at 9:00 a.m. by Mayor Randy Burke.

The Pledge of Allegiance was recited.

II. Council Convened into closed session pursuant to Section 610.021, RSMo., Subsections (1), (2), and (3) to discuss legal matters, real estate, and personnel matters.

III. Adjournment

Motion to convene into open session made by Mayor Burke, seconded by Commissioner Indovina. Motion to adjourn made by Mayor Burke, seconded by Commissioner Indovina at 12:09 p.m. All in favor.

Kelley McMillan, City Clerk



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

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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 14th day of August, 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

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.

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: _____

City of Monett MO
Tantalus TRUConnect and UtilityHawk Software Setup, Equipment, and Services

Exhibit B, Page 1 of 2

TRUConnect Equipment and Services		Full Deployment		
Cat #	Description	Quantity	Unit Price	Ext. Price
RT-4250	RT-4250 TRUSense Gateway	36	\$830.00	\$29,880.00
TR-1901	TR-1901 Repeater - Pole Mounted (Water Only Area)	11	\$400.00	\$4,400.00
DT-116	DT-116 Centron Reset Key	1	\$45.00	\$45.00
DT-410	DT-410-BUN Programming Kit	1	\$3,000.00	\$3,000.00
TC-1216	TC-1216 Tantalus Single Phase Module - Itron	108	\$85.00	\$9,180.00
TC-1220	TC-1220RD Tantalus Single Phase Remote Disconnect Module - Itron	4505	\$90.00	\$405,450.00
TC-1120	TC-1120RD Tantalus Single Phase Remote Disconnect Module - Itron	98	\$90.00	\$8,820.00
PP-1320	PP-1320 Tantalus Poly Phase Module - Itron CP3	405	\$245.00	\$99,225.00
SV-4005	SV-4005 TRUConnect Database Hosting - Year 1 Only + Start-up Fee	1	\$16,000.00	\$16,000.00
SV-8002	SV-8002 TRUConnect Cellular Data Plan (200 MB) - Year 1 Only + Set-up Fee	36	\$144.00	\$5,184.00
TCC-2005	TCC-2005 TRUConnect Insight Head End Software	1	\$80,000.00	\$80,000.00
NSE-201	NSE-201 TRUConnect Software License - per Endpoint	5116	\$4.50	\$23,022.00
PPA-100	PPA-100 Polyphase Software - per Endpoint (100 endpoint license)	4	\$1,560.00	\$6,240.00
PPA-1	PPA-1 Polyphase Software - per Endpoint	5	\$32.00	\$160.00
NSE-420	NSE-420 TRUScan - Itron Water ERT Reading - One Time	4621	\$2.40	\$11,090.40
TAL-601	TAL-601-1 TRUConnect Application License - Consumption Alarms	1	\$4,500.00	\$4,500.00
TAL-530	TAL-530-3 TRUConnect Application License - Residential Peak Demand (fee waived)	0	\$0.00	\$0.00
NSI-306	NSI-306 TRUConnect TRUView GIS Admin License - ESRI Integration	1	\$12,900.00	\$12,900.00
	UtilityHawk Portal One Time Set up Fee	1	\$16,000.00	\$16,000.00
SV-1000	SV-1000 Deployment Services - \$78,000.00 Total billed in the below increments	0	\$78,000.00	\$0.00
	Project Milestone Description			
	Project Setup	20%	\$15,600.00	\$15,600.00
	Placement Design	10%	\$7,800.00	\$7,800.00
	TCC Installed	20%	\$15,600.00	\$15,600.00
	Integration - CSA	10%	\$7,800.00	\$7,800.00
	Infrastructure Installed	10%	\$7,800.00	\$7,800.00
	Initial Training	10%	\$7,800.00	\$7,800.00
	Meter Installation	5%	\$3,900.00	\$3,900.00
	Second Training	5%	\$3,900.00	\$3,900.00
	Optimization Complete	5%	\$3,900.00	\$3,900.00
	Deployment Complete	5%	\$3,900.00	\$3,900.00
Tantalus Equipment and Services Total				\$813,096.40

Itron Electric Meters		Quantity	Unit Price	Ext. Price
AU90500	Itron C2SXD 2S CL200 240V w/ Disconnect	4505	\$111.00	\$500,055.00
AU90512	Itron CN2SXD 12S CL200 120/208V w/ Disconnect	78	\$207.00	\$16,146.00
AU90511	Itron C2SXD 1S CL200 120V w/ Disconnect	20	\$200.00	\$4,000.00
AU90509	Itron C1SX 2S CL320 240V	38	\$125.00	\$4,750.00
AU90506	Itron C1SX 4S CL20 240V	50	\$125.00	\$6,250.00
AU90504	Itron C1SX 3S CL20 240V	20	\$125.00	\$2,500.00
AU90503	Itron CP3SLV Poly Phase Meter 45S(5S)	32	\$310.00	\$9,920.00
AU90513	Itron CP3SLV Poly Phase Meter 9/36S (combines 8/9S and 36S)	225	\$310.00	\$69,750.00
AU90502	Itron CP3SLV Poly Phase Meter 16S (Combines 14-15-16-17S CL200 and CL320)	148	\$310.00	\$45,880.00
	All Tantalus modules are installed on Itron Meters at the Factory in Oconee, SC			
Itron Electric Meter Total				\$659,251.00

Ongoing annual Maintenance and Service fees are billed directly by Tantalus and UtilityHawk, as defined by separate Maintenance and Service agreements, and not included in this Agreement.

CONTINUED ON NEXT PAGE

Exhibit B, Page 2 of 2

Electric Install Single Phase Install	Quantity	Unit Price	Ext. Price
Software Setup & Mobilization	1	\$12,500.00	\$12,500.00
Single Phase Meter Install 240V & below	4711	\$27.00	\$127,197.00
Electric Install Total			\$139,697.00

Water Installation Services	Quantity	Unit Price	Ext. Price
Itron ERT Install, replacing 60Ws and Vision with 100W ERT Transmitter	1	\$5,500.00	\$5,500.00
Software Setup & Mobilization	2911	\$80.00	\$232,880.00
5/8"x1/2" Water Meter & TTL Endpoint	40	\$80.00	\$3,200.00
5/8x3/4" Meter (7.5" Lay) Water Meter & TTL Endpoint	148	\$85.00	\$12,580.00
1" Water Meter & TTL Endpoint	0	\$325.00	\$0.00
2" Meter (17" Lay) Water Meter & TTL Endpoint	0	\$1,200.00	\$0.00
4" Water Meter & TTL Endpoint	0	\$1,575.00	\$0.00
6" Water Meter & TTL Endpoint	0	\$1,850.00	\$0.00
8" Water Meter & TTL Endpoint			
Installation Total			\$254,160.00

Base Bid Project Grand Total	\$1,866,204.40
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END OF EXHIBIT B



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

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

Staff Report

To: Mayor and Commissioners

From: Skip Schaller, PE

Date: 7/31/2025

Re: Updating Purdy Sewer Contract

GENERAL INFORMATION

With Monett updating their sewer rates in October and the subsequent years following, Purdy's contract needs to be adjusted to reflect that.

PROPOSAL

An addendum to the existing Purdy Sewer Contract updating pricing for 2026 thru 2031. The City calculates bills based on the previous year and bills it out monthly. This contract needs to be in place by the end of the year so when 2025 numbers come in at the end of the year, the proper amount will be figured to be billed in 2026. The costs on this sheet are different than our cost in code because the City's updates happen in October, so these numbers are based on blending the two different rates.

RECOMMENDATION

I recommend council signing the addendum and updating the rates for Purdy.

ATTACHMENTS

Addendum to Purdy Sewage Contract Signed by Purdy





Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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(417) 235-3763

Addendum to Purdy Sewage Treatment Agreement

The Rates in Section X, Subsection B are being adjusted in accordance with City of Monett Ordinance No. 9056. The City of Purdy billing is based on the calendar year and the rate adjustments for the City of Monett are going into effect October 1, 2025, and the consecutive years October 1 until 2031. The rates listed are the average for the two different rates during the calendar year. The billing for this addendum will go into effect January 1, 2026. This addendum is made in accordance with Section II, Duration of the Agreement that allows parties to amend the agreement.

Year	Base Charge	User Rate Per 1000
2026	\$16.40	\$2.2180
2027	\$17.80	\$2.5290
2028	\$18.60	\$2.5820
2029	\$19.40	\$2.6400
2030	\$20.20	\$2.0706
2031	\$20.80	\$2.7600

City of Monett

By: _____

Attest

City of Purdy

By: MAYOR _____

B. B. _____

Attest

**AN ORDINANCE OF THE CITY OF MONETT, MISSOURI, AMENDING
ORDINANCE NO. 8902 BY ADDING AN ADDENDUM TO THE SEWER
SERVICE CONTRACT WITH THE CITY OF PURDY, UPDATING SEWER
RATES FOR THE YEARS 2026 THROUGH 2031.**

WHEREAS, the City of Monett previously entered into a sewer service contract with the City of Purdy, formalized under Ordinance No. 8902; and

WHEREAS, Monett's sewer rates are updated annually in October, and it is necessary to adjust the Purdy contract to reflect these updated rates through the addition of an addendum; and

WHEREAS, the proposed addendum outlines updated pricing for the years 2026 through 2031, based on the City's blended sewer rates for accurate billing; and

WHEREAS, it is the intent of both parties to have this addendum in place prior to year-end, to ensure accurate billing calculations when 2025 sewer usage data becomes available;

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

SECTION 1. That Ordinance No. 8902 is hereby amended to include an addendum to the sewer service contract with the City of Purdy, updating the sewer service pricing for the years 2026 through 2031, as outlined in the document titled "*Addendum to Purdy Sewage Contract*" attached hereto and incorporated herein by reference.

SECTION 2. The Mayor, City Administrator, or their designee is hereby authorized to execute the addendum on behalf of the City of Monett.

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

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this _____ day of _____, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



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

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217 Fifth Street • Monett, Missouri 65708
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Staff Report

To: Mayor and Commissioners

From: Skip Schaller, PE

Date: 8/14/2025

Re: Approval of WWTP Bid

GENERAL INFORMATION

Bids were opened at 2 PM, Tuesday, August 12, 2025 for improvements to the City of Monett WWTP.

The contractors bidding on the project was Goins Enterprises, Branco Enterprises and McClanahan Construction Company with McClanahan coming in as the low bid on the project on the base bid at \$8,857,125 plus \$450,000 add from alternate bids. Engineers estimate was \$7,000,000 as was our budget. After talking with DNR we reduced the scope of work by not doing the front end work of the plant and just doing the air diffusers in the back end of the plant for the oxidation ditch. This brought the bid down to \$4,957,000 (with add alternate bid for aeration racks added). This puts the project well within budget. We were able to reduce this because our surcharge rates that we charge pretreat customers have reduced the loading coming to the plant. The work on the front of the plant is not as crucial right now. With phosphorus removal coming this bid price puts us in better shape in the future to handle an additional project without affecting rates greatly.

PROPOSAL

This is a ordinance for council to approve the recommended bid.

RECOMMENDATION

After reviewing bids and been checked by Allgeier, Martin and Assoc., it is recommended to go with the low bid from McClanahan Construction Company, Inc. of Rogersville, MO. The project has been reduced in scope to fit within our budget for the project.



ATTACHMENTS

Reduced Scope Bid From McClanahan

TOB 08 12 2025 (Bid Tab for project)

Letter of Recommendation (for DNR, needs to be signed)

**AN ORDINANCE AUTHORIZING THE CITY OF MONETT, MISSOURI, TO
ACCEPT THE BID OF MCCLANAHAN CONSTRUCTION COMPANY, INC.
FOR IMPROVEMENTS TO THE CITY OF MONETT WASTEWATER
TREATMENT PLANT (WWTP), AND TO ENTER INTO A CONTRACT FOR
SAID IMPROVEMENTS.**

WHEREAS, bids for improvements to the City of Monett Wastewater Treatment Plant were publicly opened at 2:00 PM on Tuesday, August 12, 2025; and

WHEREAS, the City received proposals from three companies: Goins Enterprises, Brandco Enterprise, and McClanahan Construction Company, Inc.; and

WHEREAS, the bids have been reviewed and evaluated by the City's engineering consultants, Allgeier, Martin and Associates, Inc.; and

WHEREAS, the scope of the project has been adjusted to align with the City's available budget; and

WHEREAS, McClanahan Construction Company, Inc. of Rogersville, Missouri submitted the lowest responsible bid for the revised scope of work;

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

SECTION 1. The City of Monett hereby accepts the bid of McClanahan Construction Company, Inc. for improvements to the City's Wastewater Treatment Plant, in the amount of \$4,957,000.00, as recommended by Allgeier, Martin and Associates, Inc.

SECTION 2. The Mayor, City Administrator, or other designated signer is hereby authorized to execute a contract with McClanahan Construction Company, Inc. for the completion of said improvements, in a form approved by the City Attorney.

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

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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

August 14, 2025

Heather Rosenberg
Clean Water Project Manager
Missouri Department of Natural Resources
Financial Assistance Center
PO Box 176
Jefferson City, MO 65102-0176

Re: WWTP Improvements, C295923-01

Dear Ms. Rosenberg,

On August 12, 2025, the City of Monett opened bids for the referenced state revolving fund financed wastewater plant improvement project. By this letter, the City recommends the award of construction contract to McClanahan Construction Company, Inc. of Rogersville, MO in the amount of \$XXXXXXXXXX.

McClanahan Construction Company was the apparent low bidder for the project; has submitted all required documentation to date; appears capable of obtaining all the necessary bonds; and appears competent to undertake the work as specified.

Sincerely,

Mickey Ary
City Administrator
City of Monett

Base Bid Items		McClanahan Construction
Item No.	Description	Price
1	Reinstate Primary Clarifiers and All Associated Work, Complete and In-Place per Plans and Specifications	
2	Improvements to Pumps and Piping in Administration Building, Complete and In-Place per Plans and Specifications	
3	Reinstate Circular Gravity Thickener and All Associated Work, Complete and In-Place per Plans and Specifications	
4	Convert Digesters to Aerobic Digesters and All Associated Work, Including Blowers, Air Piping, and Aeration Equipment, Complete and In-Place per Plans & Specifications	
5	Improvements to Pumps, Piping, Building, Site Work, and Associated Work at Digester Complex, Complete and In-Place per Plans and Specifications	
6	Blowers, Air Piping, Site Work, and Associated Work at Oxidation Ditches, Complete and In-Place per Plans and Specifications	\$ 1,000,000.00
7	Mixers in Oxidation Ditches, Complete and In-Place per Plans and Specifications	\$ 500,000.00
8	Electrical Work and Associated Appurtenances, Complete and In-Place per Plans and Specifications	\$ 1,475,000.00
9	Cleaning and CCTV Inspection and existing sewer lines as shown on drawings with report, Complete	
10	Mobilization, Bonding, and Insurance	\$ 225,000.00
11	All Other Work, Equipment, Materials, & Incidentals Required to Provide a Complete & Functioning Project, as Shown on the Drawings and Described in the Specifications, Complete & In Place as Per Plans and Specifications	\$ 857,000.00
Total Base Bid		\$ 4,507,000.00

Add Alternate Bid Items

Item No.	Description	Price
4A	Stainless Steel Air Piping and Fittings at Digester Complex, Complete and In-Place per Plans and Specifications,	

6A	Stainless Steel Air Piping and Fittings at Oxidation Ditches, Complete and In-Place per Plans and Specifications,	
12	Gummi Jeager Retrievable Aerations Racks Associated Work, Complete and In-Place per Plans and Specifications	\$ 450,000.00
13	SSI Retrievable Aerations Racks Associated Work, Complete and In-Place per Plans and Specifications	
14	Aqua Aerobics Retrievable Aerations Racks Associated Work, Complete and In-Place per Plans and Specifications	

Total base bid including Gummi Jeager alternate \$ 4,957,000.00
--

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: August 14, 2025

Re: Playground equipment in South Park

GENERAL INFORMATION

The Monett Park System is well maintained and offers a variety of amenity. The amenities are open to residents and guests of the park system. South Park is a desired location for a larger scale playground. Monett is fortunate to have Play Power as a significant manufacturer of playground equipment located in the city. The partnership between Play Power and the City of Monett has extended over several years.

PROPOSAL

The City elected officials and city staff have worked with Play Power to develop a conceptual drawing of a playground system for South Park. The design rendering is attached to this report. City staff have looked at the former swimming pool location within South Park as the idea location. This will allow for parking and provide a centralized location. The location of the playground is marked on the map provided in the packet.

RECOMMENDATION

Staff is recommending the project of a playground system and ground covering be approved by Council. The funding of the project would be covered by a fund balance loan and repaid through the Park Tax through scheduled payments.

ATTACHMENTS

- Resolution 9084
- Rendering of the playground – Play Power
- Cost estimate for the equipment
- Cost estimate for the ground covering
- Location map of the proposed site



**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI, TO ENTER INTO AN AGREEMENT FOR THE DEVELOPMENT
OF A PLAYGROUND IN SOUTH PARK**

WHEREAS, the City of Monett is fortunate to have a park system which provides numerous assets to the residents and guests of the city; and

WHEREAS, the City desires to partner with other agencies, companies, and manufacturers to continue the expansion of park amenities; and

WHEREAS, the City recognizes the cost savings associated with key partnerships; and

WHEREAS, the City has received communications confirming key partnerships to further enhance the overall park system.

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

SECTION 1: The City of Monett shall purchase a designed playground equipment for the cost of \$199,000 from Play Power West 907 East County Road Monett, Missouri 65708.

SECTION 2: The City shall contract with Ecoturf Playground Surfacing, located at 7356 Holliday Drive, Kansas City, Kansas 66106, for the purchase and installation of ground covering at the cost of \$103,770.40.

SECTION 3: The City of Monett shall oversee and conduct the assembly of the playground equipment purchased from Play Power.

SECTION 4: The financing for the project shall be through an internal loan from City fund balances, to be repaid through the City Park Tax.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

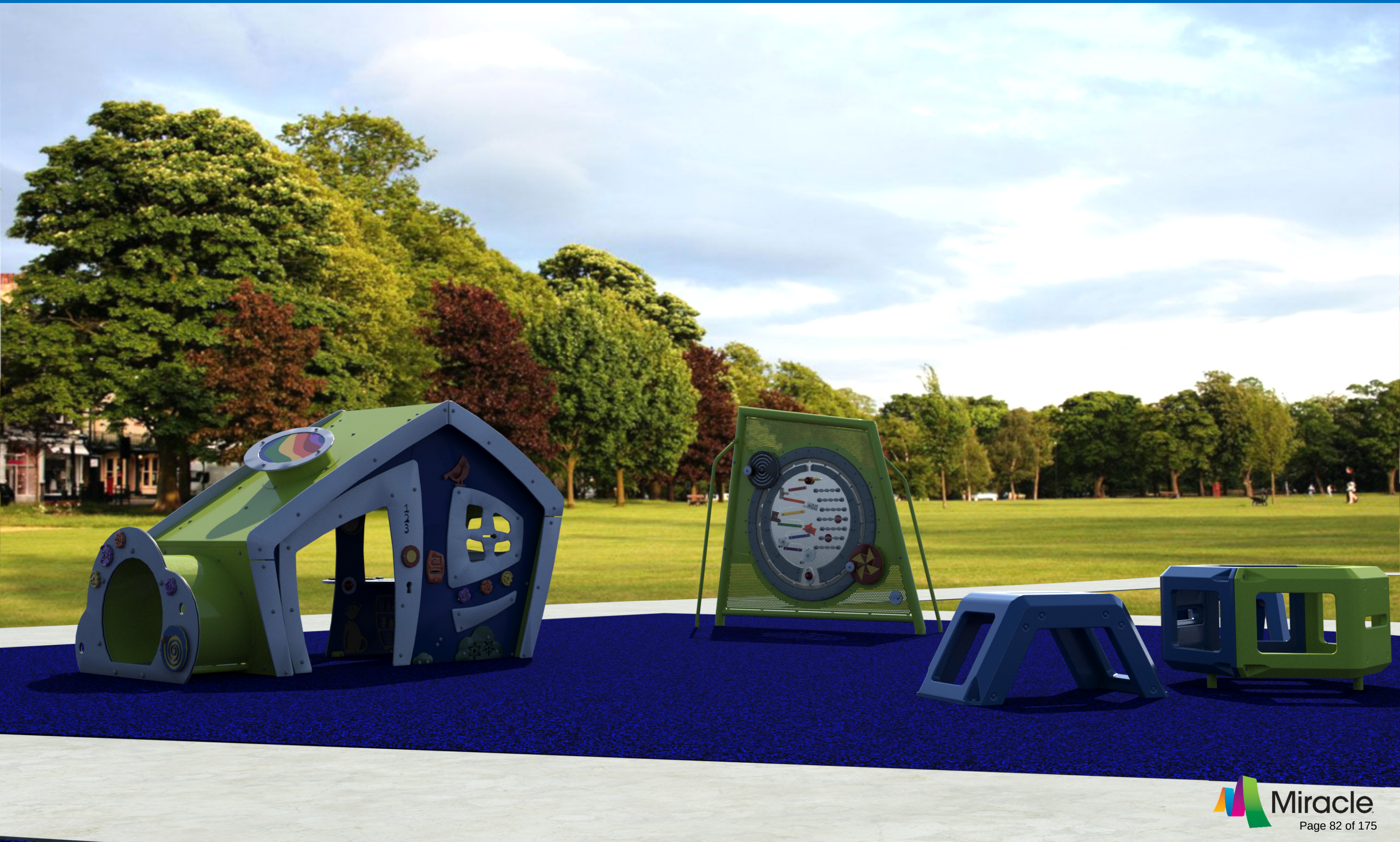
Kelley McMillan, City Clerk







RENDERING IS FOR CONCEPTUAL PURPOSES; ACTUAL PRODUCT MAY VARY







ESTIMATE

Taylormade Co
7356 Holliday Dr
Kansas City, KS 66106-5102

kristin@ecoturfsurfacing.com
+1 (913) 713-1573
www.ecoturfsurfacing.com



Estimates 2025:2543

Bill to
City of Monett
217 5th Street
Monett, MO 65708

Ship to
South Park
Monett, MO 65708

Estimate details
Estimate no.: 2543 7-18
Estimate date: 07/18/2025

Payment Terms: Net 30

#	Product or service	Description	Qty	Rate	Amount
1.		Area 1			
2.	Sub-Base	Installation of 4'' aggregate sub-base	1080	\$2.92	\$3,153.60
3.	Installation	Installation of Poured In Place Safety Surface 50/50 black & color mix for 6' and below fall height (2.5'' depth)	1080	\$13.20	\$14,256.00
4.		Area 2			
5.	Sub-Base	Installation of 4'' aggregate sub-base	4460	\$2.92	\$13,023.20
6.	Installation	Installation of Poured In Place Safety Surface 50/50 black & color mix for 8' and below fall height (3.5'' depth)	4460	\$15.40	\$68,684.00
7.	Shipping	Estimated Shipping for Material	5540	\$0.84	\$4,653.60
8.		***Does not include removal of existing surface or excavation/grading of area 1 to be 6.5'' below desired finish and area 2 to be 7.5'' below desired finish***			
9.		***Pricing only valid if both areas are completed at the same time***			

Total \$103,770.40

Note to customer

This bid is submitted in accordance with the Davis Bacon Act and
certified payroll will be submitted when the job has been completed

Accepted date

Accepted by



**7356 Holliday Drive
Kansas City, KS 66106
Phone: 913-713-1573**

Estimate Contract

The estimate price for this project has been calculated based on the current prices for the materials. However, the market for the materials is considered to be volatile, and sudden price increases could occur.

Ecoturf Surfacing agrees to use our best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of the Contract for use in this project, the Customer will be notified of the cost increase.

Upon notification, the Customer will then have the option to pay the cost increase or cancel the project and contract.

All projects are dependent on weather and installation dates are tentative

A standard additional insured certificate will be supplied at no charge upon customer request. If the customer requests any changes to Ecoturf Surfacing's insurance the customer will be responsible for the cost of any and all changes.

Customer is to supply and install construction fence around site and have security to watch over the site once the project has begun, up until the surface is dry and ready to be used. Any and all costs to repair or replace damage to surface caused by a lack of security or fencing will be the responsibility of the customer.

Customer is responsible for placing rubber wear mats in high traffic areas, such as under swings and at the bottom of slides. Customer is responsible for site restoration.

100% full payment is due in NET 30 days upon completion of project. Past due invoice will be billed at 2% per month (24% annum). In the case of any default, customer shall pay Taylormade Co, Inc. DBA Ecoturf Surfacing reasonable attorney fees and costs, including those on any appeal even if no suit or action is filed.

All work completed under this contract remains the property of Ecoturf Surfacing until this contract is paid in full.

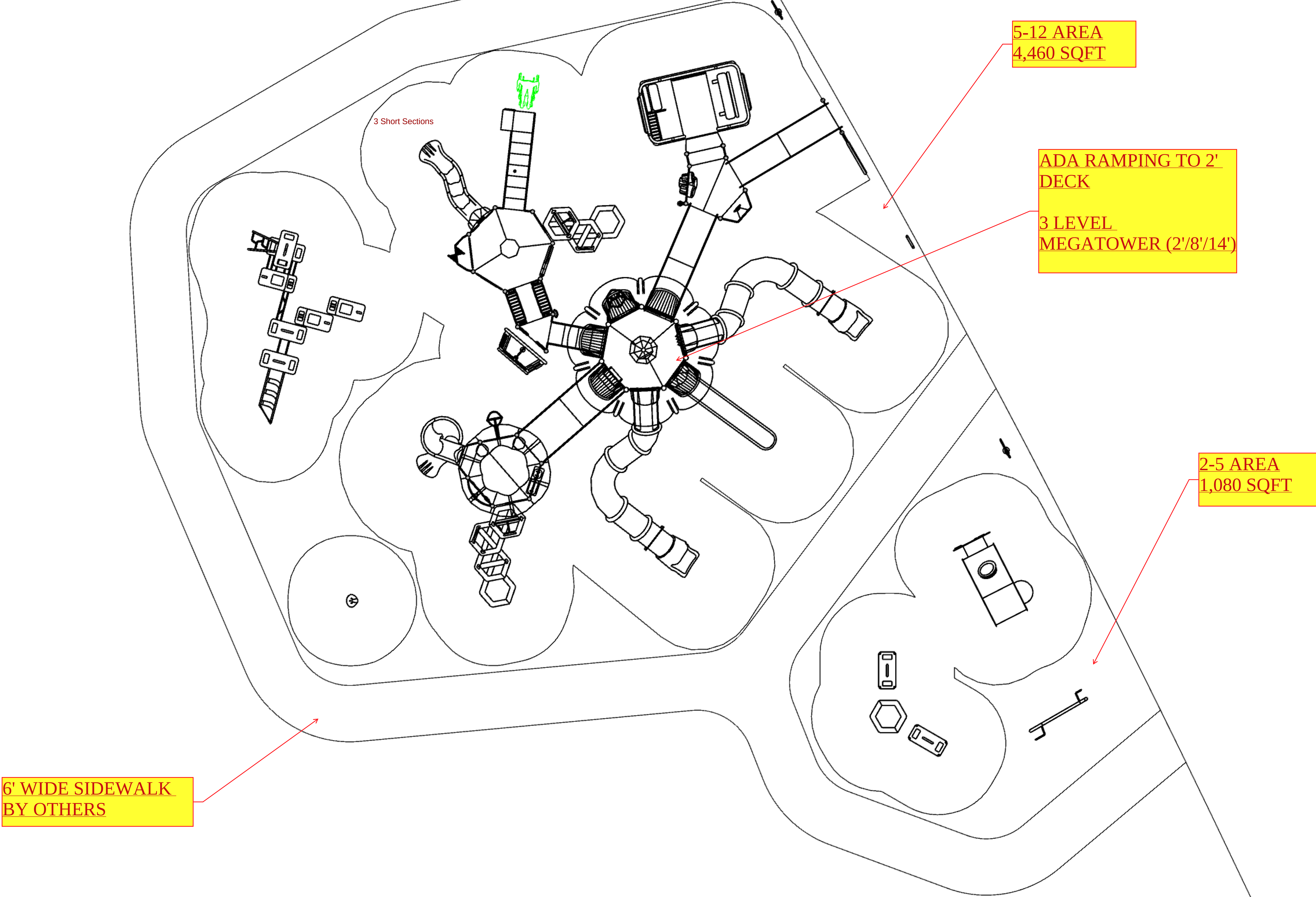
Please sign and submit this quote to have your project added to our job list. By signing you are stating that you agree to the scope, details, and terms for the above mentioned proposal.

Customer Signature _____

Date: _____

Leaders in Playground Surfacing

A Taylormade Company













Proposed site for South Park playground equipment.



Realtor RFQ Submittal Sheet

A-List Properties Premier LLC
Centrury 21 Properties Unlimited
Double K Realty

complete submittal
complete submittal
incomplete submittal





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

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

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: August 14, 2025

Re: Selection of realtor for the purpose of selling designated City owned properties.

GENERAL INFORMATION

The City of Monett has acquired properties through legal means over the years. The properties vary from single lots to acreage. The City has limited use for single lots. The acreage properties have potential for housing development.

PROPOSAL

The City Council approved the posting of a Request for Qualifications (RFQ) to solicit realtor services. The City received three submittals of the RFQ. One submittal was disqualified due to insufficient information requested in the RFQ. Two submittals met the criteria of the RFQ.

The two qualifying agencies are A-list Properties Premier LLC and Century 21 Properties Unlimited. Both have offices within the city limits of Monett, Missouri.

Both have met the required license and conditions for enlistment.

RECOMMENDATION

The City of Monett Council approves the resolution, naming both A-list Properties Premier LLC and Century 21 Properties Unlimited as the listing and selling agencies for the City of Monett. The conditions of the agreement are outlined in the resolution.

ATTACHMENTS

- Submittal Sheet
- Resolution 9085



**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI, TO ENTER INTO AN AGREEMENT WITH TWO REAL ESTATE
AGENCIES FOR THE SALE OF CITY PROPOERTIES.**

WHEREAS, the City of Monett has acquired properties within the city limits by various legal actions; and

WHEREAS, the City desires to sale specific properties currently held by the City of Monett; and

WHEREAS, the City recognizes the need for professional real estate services to ensure the effective sale of the designated properties; and

WHEREAS, the City solicited professional real estate agencies through a Request for Qualifications (RFQ), resulting in qualified submittals.

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

SECTION 1: The City of Monett shall enter into contracts with two qualified real estate companies that maintains offices within the city limits of Monett, Missouri.

SECTION 2: The real estate agencies selected are A-list Properties Premier LLC, located at 218 E. Broadway, Monett, Missouri 65708 and Century 21 Properties, located at 100 Chapel Drive, Suite G, Monett, Missouri 65708.

SECTION 3: The City shall enter into standard Missouri real estate agreements prepared by the professional real estate agencies as listed in Section 2 with review by the City Attorney.

SECTION 4: Each agreement shall be for a term of one year, with a commission rate of 3%.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 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.cityofmonett.com
217 Fifth Street • Monett, Missouri 65708
(417) 235-3763

Staff Report

To: Mayor & Commissioners

From: City Administrator

Date: August 14, 2025

Re: YMCA Contract for F/Y 2025-2026

GENERAL INFORMATION

The City of Monett and the Ozarks Regional YMCA have held a recreational services agreement for the operations of the outdoor pool facilities owned by the City of Monett.

The agreement has not been executed for the F/Y 2025 – 2026 season. The oversight was discovered during a meeting between the City of Monett and the Ozark Regional YMCA. The meeting was to allow introductions necessary due to staff changes.

PROPOSAL

The agreement will not change or alter the current operations of the pool during the summer 2025 season. The cost of the agreement is the amount as presented to Council for the F/Y 2025 -2026 budget.

RECOMMENDATION

Staff is recommending the approval of Resolution 9086 to execute the Recreation Services Agreement Outdoor Pool Facilities Operations & Management.

ATTACHMENTS

- Resolution 9086
- Recreation Services Agreement
- Email correspondence

BILL NO. 9086

RESOLUTION NO. 9086

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI TO ENTER INTO AN AGREEMENT WITH THE OZARK
REGIONAL YMCA.**

WHEREAS, the City of Monett owns the outdoor swimming and aquatic center located at 13 S. Lincoln Avenue, Monett, Missouri; and

WHEREAS, the City desires to provide pool services and activities to the residents and guests of Monett; and

WHEREAS, the City recognizes the need for professional maintenance and services for the operation of the pool; and

WHEREAS, the City has established a partnership with a provider of professional pool services.

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

SECTION ONE: The City of Monett shall enter into a Recreation Services Agreement with the Ozark Regional YMCA, a 501(c)(3) not-for-profit corporation, for fiscal year 2025 -2026.

SECTION TWO: The City of Monett and the Ozark Regional YMCA shall fulfill all obligations as outlined within the Recreation Services Agreement.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

**RECREATION SERVICES AGREEMENT
OUTDOOR POOL FACILITY OPERATIONS & MANAGEMENT
MONETT, MISSOURI**

THIS AGREEMENT, dated June 6th, 2025, is entered into by and between the City of Monett, Missouri (hereinafter, "City") and the Ozarks Regional YMCA, a 501(c)(3) not-for-profit corporation (hereinafter "YMCA").

Witnesseth:

Whereas it is the purpose of the City to provide, in the most efficient and effective manner, recreational facilities and programs for the residents of the City. The City believes that the scope and effectiveness of its programs can be improved by associating with the YMCA in order to utilize its training, experience and resources. The purpose of this Agreement is to outline the terms of an extension of a cooperative arrangement between the parties that is designed to increase, improve and enhance the City's recreation programs at its currently existing outdoor pool facility; and

Whereas, the YMCA has demonstrated its expertise in organizing, supervising, operating and funding efficient and effective community-based recreational programs at swimming pool facilities;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Undertakings of the City:

1. The City will continue to provide use of the Monett Aquatics Center (MAC) so that recreation programs may continue under the management of the YMCA.
2. The City will continue to provide the YMCA possession and control of the City's outdoor pool facilities. However, YMCA's possession shall not exclude the City from entry upon and use of the same, but the YMCA shall have the exclusive right to operate recreational programs at such facilities, and shall have the exclusive right to possession of the facilities as against all parties other than the City.
3. The City will, at its expense, provide electricity, sewer and water services and general maintenance for the Monett Aquatics Center in the manner that the same are now provided.
4. The City will repair or provide for the repair and maintenance of the pool and pool equipment unless such repairs are necessitated by the failure of the YMCA to properly utilize the same.
5. Subject to limitations imposed by laws regarding commitment of City resources, the City will provide the following payment to the YMCA for the support of its Aquatics Center management and programs associated therewith:

2025 Summer Season:	\$42,500.00
---------------------	-------------

- (a) In the event that, the pool becomes non-operational at the determination of the City, the City shall be under no obligation to pay the agreed amount for that year or any subsequent year that the facility remains closed, except that, if the pool becomes non-operational during the season, the amount shall be determined by calculating the number of days since the opening of the pool season divided by eighty (80) days. This number shall then be multiplied by the contracted sum for that year to determine the amount owed for that year. If the City has already made payment to the YMCA, the YMCA shall reimburse the City the pro-rata share as calculated above within thirty (30) days of the closing of the facility.
6. The YMCA shall receive all revenues from the recreational activities which it operates.
7. The City shall maintain adequate insurance for all City facilities as required by law.

SECTION 2. Undertakings of the YMCA:

1. The YMCA shall operate and direct all recreation programs currently being offered, and shall do so according to the YMCA philosophy.
2. The YMCA shall pay all operating costs not assumed by the City in this agreement.
3. The YMCA shall provide financial assistance to youth program participants in cases of demonstrated need.
4. The YMCA shall responsibly utilize the equipment and facilities provided by the City, and shall promptly notify the City of any maintenance or custodial needs.
5. The YMCA shall provide appropriate staffing for all existing and future programs.
6. The YMCA shall provide satisfactory evidence to the City that it maintains appropriate insurance for its activities, including worker's compensation insurance for its employees.
7. The YMCA shall indemnify and hold the City harmless for injury to its employees, agents or to others occasioned by acts of its agents and employees in the operation of its programs.
8. The YMCA shall account to the City for its receipts and disbursements upon request by the City.
9. The YMCA shall, at their own expense, obtain a policy of liability insurance in the amount of two million dollars (\$2,000,000.00) protecting the City from any claim of any person or persons whomsoever arising out of the use of the City's pool under management of the YMCA. The YMCA shall provide proof of such insurance to the City Clerk.

SECTION 3. Mutual Understandings:

1. This agreement shall be for the 2025 summer outdoor pool season.

2. The YMCA shall pay up to \$15,000 for the 2025 season to purchase chemicals for the Aquatic Center. At the end of the season, the City of Monett will be presented with all receipts and will make up any remaining balance. All remaining chemicals purchased for the outdoor pool will stay onsite and sealed for the following summer season. Chemical might be ordered ahead of time in bulk to save in cost.
3. Daily admission prices for the pool shall be \$8.00 for an individual or \$36.00 for a family of up to six people.
4. The pool shall be in operation beginning the weekend prior to Memorial Day through mid-August, and shall have the following operating hours: Monday through Friday from 1:00 p.m. to 5:00 p.m., Saturdays from 1:00 p.m. to 8:00 p.m. and Sundays from 1:00 p.m. to 5:00 p.m., weather permitting. In an effort to make the pool more accessible to the community, the YMCA shall offer half price entry fees every Saturday between 6:00 p.m. and 8:00 p.m. The YMCA may, in its discretion and judgment, extend such season and/or hours of operation so long as the same does not increase the amount paid by the City as described in Section 1, Paragraph 5.
5. In the event of any structural changes or major features being added to the existing pool, major enhancements of play features, a change in the minimum wage that would apply to pool staff, or any other cause that would significantly change the cost to operate and manage the facility, the parties reserve the right to renegotiate the terms of this agreement or terminate the same. This provision may be invoked by either party sending sixty (60) days written notice to the other of its intent to renegotiate or terminate. Said notice shall include a general description of the new features or changes that have led that party to believe such renegotiation or termination is necessary.
6. This document contains the entire agreement of the parties. Neither party has made representations to the other which expand or contradict its terms.

OZARKS REGIONAL YMCA

CITY OF MONETT, MISSOURI

Sr. VP of Operations:

By: _____

Megan McCormick:

VP of Facilities and Property:

Brandon Gammill

Attest: _____

Mickey Ary

From: Megan McCormick <mmccormick@orymca.org>
Sent: Monday, July 21, 2025 2:33 PM
To: Mickey Ary
Cc: Ken Gaspar; Larry Howard
Subject: Re: YMCA Contract
Attachments: YMCA Monett Pool Contract 2025.pdf

Caution: This message originated outside the organization. Please pay close attention to Cybersecurity threats.

Hi Mickey,

Please accept my sincerest apologies for the confusion regarding the 2025 contract. I was under the impression our VP of Facilities and Property had sent this weeks ago, but unfortunately, it was still sitting in a draft folder and was never delivered.

Attached is the contract for 2025. Since we were unable to meet prior to the City finalizing its budget, there are no changes from the 2024 agreement.

It was a pleasure meeting with you all, and I'm truly excited about the opportunities ahead for Monett and for strengthening the partnership between the City and the YMCA.

We have extended an offer to a full-time sports/program director. Once he is onboarded, we will reach back out to set a brainstorming meeting.

Best regards,

Megan McCormick, Ed.S.
Senior Vice President of Operations

OZARKS REGIONAL YMCA
323 N. Patton Ave., Springfield, MO 65806
(P) 417.862.8962, ext. 2108 (F) 417.896.7006
(E) mmccormick@orymca.org (W) orymca.org

The Y: We're for youth development, healthy living, and social responsibility.

— CERTIFIED —
PRAESIDIUM
— GUARDIAN —
<http://www.praesidiumguardian.com/>

From: Mickey Ary <mmary@monettmo.gov>
Date: Monday, July 21, 2025 at 8:05 AM
To: Megan McCormick <mmccormick@orymca.org>



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: August 14, 2025

Re: Repurpose the city owned property at 100 South Maple to become the City Annex for the specific purpose of Council Meetings, City Commission Meetings, and other city business related gatherings.

GENERAL INFORMATION

The City owns the property at 100 S. Maple. Over the years, the building has served a variety of purposes. This has included but not limited to ambulance facilities, workforce training facilities, and private agencies. The building is currently unoccupied due to the need to mold abatement services. Once the mold is abated the building would remain in the possession of the City of Monett.

PROPOSAL

Staff are recommending the building at 100 S. Maple be repurposed as the City Annex with the primary use as a council and conference facility. The City Council would use the large gathering room as their council chamber. The other rooms would be used as designated meeting rooms and work session rooms according to the size of the space.

RECOMMENDATION

Staff are recommending the repurposing project be carried out in phases. The phases would be broken down by 1) mold remediation 2) repairs to walls due to the mold remediations 3) painting of the interior of the facility 4) furniture, fixtures, and equipment for the facility.

ATTACHMENTS

- Resolution 9087
- Cost Estimate



BILL NO. 9087

RESOLUTION NO. 9087

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI, TO REPURPOSE THE CITY OWNED FACILITY AT 100 SOUTH
MAPLE.**

WHEREAS, the City of Monett owns the facility located at 100 S. Maple,
Monett, Missouri; and

WHEREAS, the City desires to utilize the city properties to serve the needs
of its citizens; and

WHEREAS, the City recognizes the need for a professional gathering facility
for Council and City Commission meetings; and

WHEREAS, the City has determined the use of 100 South Maple would meet
the needs of the city for the desired uses.

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

SECTION 1: The City of Monett shall undertake the refurbishing of 100
South Maple through contracted labor.

SECTION 2: The City of Monett shall divide the project of refurbishing 100
South Maple into four separate phases.

SECTION 3: The City of Monett shall use various reserve sources in general
and enterprise accounts to expense the project.

SECTION 4: The City of Monett shall use a minimum of three bid process to
secure contracted work.

Whereupon a roll call vote was taken:

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

City Annex - Council Chamber

Mold Mediation	\$40,000
Remodel	
Carpet tiles	\$15,000
Paint	\$10,000
Demo of reception dest	\$1,000
Security Upgrades	\$20,000
Furniture and Equipment (FFE)	
Televisions	\$5,000
Conference Table (12 seat) X 2	\$6,000
Conference Chairs	\$4,000
Folding Tables (LIFETIME)	\$2,000
Folding Chairs (LIFETIME)	\$1,500
Stackable Chair in Council Chamber (LIFETIME)	\$4,000
Council Bench	\$10,000
White Boards	\$1,000
Flags	\$1,200
City logos	\$2,000
Contingencies	<u>\$15,000</u>
Cost Estimate	\$137,700



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: August 14, 2025

Re: Special Use Permit for food trucks to park on Broadway for a community event.

GENERAL INFORMATION

The City has ordinances to provide guidelines for the use of food trucks within the city. The main ordinances are found in sections 400.440 and 400.450.

Section 400.440 Location And Placement Requirements – item F & G.

F.

Mobile food trucks shall not occupy any handicap accessible parking space.

G.

Mobile food trucks shall not use the public right-of-way unless permitted by ordinance or resolution.

PROPOSAL

By resolution, issue a Special Use Permit with a limit to date and time for two food trucks to park on Broadway (right-of-way). The resolution shall define the specifics for the permit.

RECOMMENDATION

Staff has no issues with the issuance of the Special Use Permit as defined in the resolution.

ATTACHMENTS

-
- Resolution 9088



**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT,
MISSOURI, TO ISSUE A SPECIAL USE PERMIT FOR THE CANCER
AWARENESS EVENT.**

WHEREAS, the City of Monett Fire Department coordinates the event associated with the local Breast Cancer Foundation of the Ozarks; and

WHEREAS, the City desires to support this event associated with the City Fire Department; and

WHEREAS, the City recognizes the need for a special permit to allow for amenities associated with the event; and

WHEREAS, the City shall establish the use of a Special Use Permit to accommodate a variance for a limited time and location.

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

SECTION 1: The City of Monett shall permit the location of two food truck vendors to be located at Briar House Brewery 222 East Broadway Street.

SECTION 2: The City of Monett shall permit the food trucks to park on Broadway parking places except for those marked as handicap.

SECTION 3: The food truck vendors must park to allow the service windows to face the sidewalk. No service shall be allowed on the street side of the food truck.

SECTION 4: The City of Monett shall allow the food trucks to be parked from Saturday September 13, 2025, until Sunday September 14, 2025. The allotted hours shall be from 10:00 a.m. until noon the following day.

SECTION 5: The City of Monett shall require all codes section 400.450 Permitting to be followed by the food truck vendors.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



BREAST CANCER FOUNDATION
OF THE OZARKS™

MONETT, MO



For a Cause

BILL NO.9089

RESOLUTION NO. 9089

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI, TO
APPROVE CHANGE ORDER ONE FOR LOWES LANE ROAD IMPROVEMENT.**

WHEREAS, the City of Monett has entered awarded the bid for the Lowes Lane Road Improvements; and

WHEREAS, the City desires to reduce cost associated with the total project; and

WHEREAS, the City recognizes a change order will reduce cost for the project;
and

WHEREAS, the City has established the use of change orders to be used within the project scope.

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

SECTION 1: The City of Monett shall approve Change Order One as written.

Whereupon a roll call vote was taken:

Ayes: _____

Nays: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk

CHANGE ORDER NO. 1

Vaughn Dirtworks, LLC
P.O. Box 438
Monett, MO 65708

Lowe's Lane Street Improvements

Monett, Missouri
8/11/2025

Dear Sirs:

This Change Order is issued to authorize a change in the scope of contractual obligations and to revise the contract price in accordance thereof.

1) The project length is decreased to end of project at Sta 21+50. All associated items of work are deleted from the project from Sta 21+50 to Sta 25+60. The storm sewer system is modified to reflect the reduced project length as shown on attached plan sheet. 2) Section 2 - Detention Basin items of work are hereby deleted from the project in their entirety. The following bid items are adjusted as follows:

Item No.		Item Description	Unit	Qty.	Unit Price	Extended Total
Section 1 - Lowe's Lane Street Improvements - Sta. 0+00 to Sta. 25+60						
1	2013000	CLEARING AND GRUBBING	AC	-0.7	\$ 3,500.00	\$ (2,450.00)
2	2035000	UNCLASSIFIED EXCAVATION	CY	-1245	\$ 16.22	\$ (20,193.90)
3	2035500	EMBANKMENT IN PLACE	CY	0	\$ 5.25	\$ -
4	2101006A	SUBGRADE COMPACTION, 6" DEPTH	STA/PER 100F	-4.1	\$ 250.00	\$ (1,025.00)
5	2111000A	SUBGRADE SCARIFYING	STA/PER 100F	-4.1	\$ 120.00	\$ (492.00)
6	3040504	TYPE 5 AGGREGATE BASE, 4" THICK (UNDER PVM'T)	SY	-1640	\$ 6.05	\$ (9,922.00)
7	3102003	CRUSHED STONE	SY	300	\$ 20.00	\$ 6,000.00
8	5021308	CONCRETE PAVEMENT, (8" NON-REINFORCED, 15 FT. JOINTS)	SY	-1640	\$ 90.00	\$ (147,600.00)
9	6085008	PAVED APPROACH, 8 IN.	SY	351.8	\$ 180.00	\$ 63,324.00
10	6091051	CURB AND GUTTER, 2'-0" TYPE A, WITHOUT TIE	LF	-820	\$ 35.00	\$ (28,700.00)
11	6139903A	ADD INSERT KEYWAY TO CURB AND GUTTERING	LF	-3700	\$ 10.00	\$ (37,000.00)
12	6139903B	ADD TIE BARS FOR CURB AND GUTTERING AT	LF	-820	\$ 15.00	\$ (12,300.00)
13	6143020	CURB INLETS	EA	0	\$ 8,055.00	\$ -
14	6161030	TYPE 3 MOVABLE BARRICADES	EA	0	\$ 1,000.00	\$ -
15	6181000	MOBILIZATION	LS	-0.1	\$ 45,000.00	\$ (4,500.00)
16	7250315A	15" PIPE GROUP B	LF	0	\$ 48.24	\$ -
17	7250324A	24" PIPE GROUP B	LF	-500	\$ 80.53	\$ (40,265.00)
18	8051000A	SEEDING - COOL SEASON GRASSES	AC	-0.1	\$ 6,250.00	\$ (625.00)
19	8061019	SILT FENCE	LF	-410	\$ 5.00	\$ (2,050.00)
20	8069901	MISCELLANEOUS - ITEMS NOT INCLUDED	LS	0	\$ 500.00	\$ -
21	9109901	ROAD CLOSURE ASSEMBLY	LS	0	\$ 4,500.00	\$ -
SUBTOTAL ADD/DEDUCT AMOUNT - SECTION 1						\$ (237,798.90)

Section 2 - Detention Basin						
1-12		Delete all items of work	LS	-1	\$ 505,238.63	\$ (505,238.63)
SUBTOTAL ADD/DEDUCT AMOUNT - SECTION 2						\$ (505,238.63)

Total Deduct, per Change Order No. 1

-\$743,037.53

Original Contract Amount

\$ 1,873,404.25

Revised Contract Amount, per Change Order #1

\$ 1,130,366.72

ACCEPTED BY ENGINEER:
Sprenkle Engineering Services, LLC

Kevin R. Sprenkle, PE

By: _____

Date: 08/11/2025

ACCEPTED BY OWNER:
City of Monett, MO

Mickey Cox, City Administrator

By: _____

Date: 8/12/2025

ACCEPTED BY CONTRACTOR:
Vaughn Dirtworks, LLC

Printed Name: Jacob Vaughn

By: _____

Date: 8/11/25

AGREEMENT FORM 00500

THIS AGREEMENT, made this 30th day of July, 2025, by and between The City of Monett, Missouri, hereinafter called "OWNER" and Vaughn Dirtworks, LLC doing business as (~~an~~ individual), or (~~a partnership,~~) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of #SNS0016 – Lowe's Lane Improvements, Monett, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within One Hundred Eighty (180) consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for Sections 1 and 2 for the sum of One Million Eight Hundred Seventy-Three Thousand Four Hundred Four and 25/100 Dollars (\$1,873,404.25).
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) General conditions of the Contract
 - (G) Supplementary Conditions
 - (H) Payment bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
 - (L) Drawings prepared by Sprenkle Engineering Services, LLC, May 2025.
 - (M) Specifications prepared by Sprenkle Engineering Services, LLC, May, 2025.
 - (N) Addenda

No. <u>1</u>	dated <u>May 13</u>	<u>2025</u>
No. <u>2</u>	dated <u>May 28</u>	<u>2025</u>
No. <u>3</u>	dated <u>June 2</u>	<u>2025</u>
No. <u>4</u>	dated <u>June 3</u>	<u>2025</u>

00500-1

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Kelley McMillan

Name Kelley McMillan

Title City Clerk



(SEAL)

ATTEST:

Hiedi Carlin

Name Hiedi Carlin

Title Project Area - Payroll Supervisor

OWNER:

City of Monett, Missouri

By Mickey Ary

Name Mickey Ary
(Please Type)

Title City Administrator
(Please Type)

CONTRACTOR:

Vaughn Dirtworks, LLC

By Jake Vaughn

Name Jake Vaughn
(Please Type)

Address P.O. Box 438

Monett, MO 65708

BILL NO. 9090

RESOLUTION NO. 9090

**A RESOLUTION AUTHORIZING THE CITY COUNCIL OF MONETT, MISSOURI, TO
APPROVE A MEMBER OF THE PLANNING AND ZONING COMMISSION.**

WHEREAS, the City of Monett utilizes the services of a Planning and Zoning Commission as stated in City Code Section 400.280 and

WHEREAS, the City desires to have the minimum board membership of seven (7); and

WHEREAS, the City recognizes citizens provide the majority of the board membership.

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

SECTION 1: The City of Monett shall appoint Kevin Cloud to serve on the Planning and Zoning Commission.

Ayes: _____

Nayes: _____

Passed and approved this 14th day of August, 2025

James R. Burke, Mayor

ATTEST:

Kelley McMillan, City Clerk



Randy Burke, Mayor
Ken Gaspar, Commissioner • Darren Indovina, Commissioner
Mickey Ary, City Administrator

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

City Administrator Report

To: Mayor and Commissioners
From: Mickey Ary – City Administrator
Date: August 14, 2025
Re: Activities of the City Administrator

GENERAL

- Served on the panels for the hiring of the Fire Chief.
- Continue to work with the Economic Development Committee to bring guest to provide orientation and oversight to build the economic system.
- Individual walk through with the elected body to explain the repurpose of the city property at 100 South Maple.
- Met with BOCA to explain the direction being taken.
- Met with residential developers for potential housing growth projects.
- Working with the airport staff and consultants for next steps on airport development.
- Put together budget planning timeline.
- Identified city owned lots to sale.

PROJECTS

- Continued work on Chappell Drive Project
- Central Avenue & Broadway Intersection Focus Groups
- Lowes Lane updates and date determination for work start



25-May

Fund	Beginning Cash Balance	Beginning Budget Available	Revenue	Expenses	Available Budget	Ending Cash Balance	Budget Remaining
General Fund	\$ 5,806,689	\$ 10,264,308	\$ 1,798,394	\$ 1,018,028	\$ 9,246,280	\$ 6,587,054	90%
<i>Government Administration</i>		\$ 651,549	\$ 1,650,411	\$ 69,090	\$ 582,459		89%
<i>Building and Code Enforcement</i>		\$ 371,096	\$ 6,745	\$ 27,729	\$ 343,366		93%
<i>Municipal Court</i>		\$ 121,880	\$ -	\$ 9,846	\$ 112,033		92%
<i>Emergency Management</i>		\$ 119,255	\$ 1,684	\$ 14,585	\$ 104,670		88%
<i>Fire Department</i>		\$ 1,521,569	\$ -	\$ 131,690	\$ 1,389,879		91%
<i>Police Department</i>		\$ 3,477,791	\$ 1,681	\$ 304,106	\$ 3,173,685		91%
<i>Cemetery Department</i>		\$ 242,100	\$ 8,500	\$ 27,550	\$ 214,550		89%
<i>Economic Development</i>		\$ 68,750	\$ -	\$ 200	\$ 68,550		100%
<i>Street Department</i>		\$ 1,537,264	\$ 48,531	\$ 145,737	\$ 1,391,527		91%
<i>Casino and Community Building</i>		\$ 133,457	\$ 4,875	\$ 21,109	\$ 112,348		84%
<i>Golf Course</i>		\$ 864,820	\$ 54,527	\$ 94,034	\$ 770,785		89%
<i>North Park</i>		\$ 128,822	\$ -	\$ 30,951	\$ 97,871		76%
<i>South Park</i>		\$ 400,220	\$ 290	\$ 56,930	\$ 343,290		86%
<i>Swimming Pool</i>		\$ 74,000	\$ -	\$ 6,280	\$ 67,720		92%
<i>Downtown Park and Pavilion</i>		\$ 44,125	\$ 300	\$ 6,036	\$ 38,089		86%
<i>Airport</i>		\$ 457,982	\$ 20,849	\$ 72,153	\$ 385,829		84%
Water Fund	\$ 3,799,664	\$ 4,113,893	\$ 284,132	\$ 349,281	\$ 3,764,612	\$ 3,734,515	92%
Electric Fund	\$ 5,298,643	\$ 23,104,380	\$ 2,160,161	\$ 2,566,184	\$ 20,538,196	\$ 4,892,621	89%
Sewer Fund	\$ 1,947,232	\$ 5,257,111	\$ 289,114	\$ 325,604	\$ 4,931,506	\$ 1,910,741	94%
Fiber Optics Fund	\$ 750,676	\$ 177,695	\$ 9,315	\$ 15,195	\$ 162,500	\$ 744,796	91%
Sanitation Fund	\$ 388,353	\$ 891,932	\$ 78,657	\$ 110,501	\$ 781,431	\$ 356,509	88%
Mechanic Fund	\$ (45,487)	\$ 201,100	\$ 18,292	\$ 23,532	\$ 177,568	\$ (50,727)	88%
Use Tax Fund	\$ 524,706	\$ 929,140	\$ 64,120	\$ 10,885	\$ 918,255	\$ 577,941	99%
Equipment Reserve Fund	\$ 1,542,620	\$ 397,500	\$ 60,000	\$ 11,500	\$ 386,000	\$ 1,591,120	97%
Fleet Management Fund	\$ 256,763	\$ 147,490	\$ 25,390	\$ 25,390	\$ 122,100	\$ 256,763	100%
Transportation Sales Tax	\$ 4,084,072	\$ 3,877,738	\$ 87,738	\$ 93,005	\$ 3,784,733	\$ 4,078,805	98%
Park Sales Tax Fund	\$ 233,755	\$ 313,817	\$ 4,662,780	\$ 96	\$ 313,721	\$ 4,896,439	100%
Airport Improvement Fund	\$ 1,142,512	\$ 270,667	\$ 8,999	\$ 8,333	\$ 262,333	\$ 1,143,178	97%
Water Debt Service Fund	\$ (67,109)	\$ 805,250	\$ 50,000	\$ 199,271	\$ 605,979	\$ (216,380)	75%
Sewer Debt Service Fund	\$ 129,206	\$ 590,500	\$ 65,000	\$ -	\$ 590,500	\$ 194,206	100%
Totals	\$ 25,799,539	\$ 61,342,520	\$ 9,662,092	\$ 4,756,806	\$ 46,585,714	\$ 30,704,824	

JULY 2025:

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

	Cost	Permit Fee
3 Residential Homes	\$440,000.00	\$ 312.80
5 Improvements/Additions/Remodels.....	\$ 4,700.00	\$ 100.00
16 Roof Covering Replacements	\$229,344.97	\$ 698.93
0 Solar Panels.....	\$0	\$0
	Totals: \$674,044.97	\$1111.73

Commercial Projects:

	Cost	Permit Fee
<u>Ryan Companies US, Inc.- 603 Chapell Dr</u>	\$22,222,390.00	\$ 68,023.17
New Warehouse		
<u>Mid-South Roof System- 925 E US Hwy 60</u>	\$ 270,850.00	\$ 812.55
Reroof - Lowes		
<u>Midwest Sign Co- 832 E US Hwy 60</u>	\$ 500.00	\$ 20.00
New Sign		
<u>M&T Roofing& Const.- 311 E. Broadway</u>	\$ 32,000.00	\$ 96.00
Tear off & reroof		
<u>Allen Industries INC.- 728 W US Hwy 60</u>	\$ 15,000.00	\$ 45.00
New Signs		
<u>J & R Heating & Air- 864 E US HWY 60</u>	\$ 6,000.00	\$ 20.00
Install mini split		
<u>Springfield Sign- 837 Hwy 60</u>	\$ 3,995.00	\$ 20.00
Reface Sign Braums	Totals: \$22,550,735.00	\$ 69,036.72

2025 Year to date totals:

53 Commercial Projects

14 Residential Homes

62 Roof Removals & Replacement

30 Improvements (Electric upgrades, storm shelters, foundation repair and pools)

5 Additions (garages, accessory structures & rooms)

5 Remodels (interior & exterior)

1 Solar Panels

Total Residential & Commercial Cost to Date: \$30,521,113.61

Total Residential & Commercial Permit Fees to Date: \$90,189.25



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: 07.01.25-07.31.25
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	18
2. Rough-In Inspections	15
3. Final Inspections	14
4. Plumbing Inspections	1
5. Solar	2
6. Footing Inspections	4
7. Driveway	2
8. Floor Joists	3
9. Patio	1
10. Roof	27
B. Code Violations	
1. Building Nuisance	0
2. Grass	3
C. Permits Written	
1. Residential Homes	3
2. Roofs	16
3. Electric upgrades	5
4. Commercial Projects	7
D. Business Licenses	
1. New	7
2. Re-opened	0
3. Closed	9
4. Renewals	8
E. Addresses created	12



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

This month we have introduced Steve Burnett as the Interim Airport Manager and Brandon Pennington as Fire Chief.

DB Graphics has completed installation of city branding in City Hall. Next on the agenda is branding on city vehicles, beginning with new deliveries to the fleet.

We have developed FB pages for the Airport and the Golf Course. Steve has been very active with posts for the Airport, which have been very well received.

The Railroad contacted us early in the month to notify us of a closure on Chapell Drive. That closure was extended for more than a week.

I attended a meeting with Ben Vickers of the Springfield Area Chamber of Commerce. Ben helped us generate reports on many community statistics to be used in various marketing programs.

We have recruited community members to sit on five focus groups for the Comprehensive Plan. We are waiting for SMCOG to schedule those focus group meetings.

I also attended the Monett Main Street board meeting and events committee, the EDC meeting and the Employee Relations meeting.

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

July: 13,818

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

July: 106,256

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

January: 83

February: 84

March: 76

April: 778

May: 159

June: 59

July: 52

Link Clicks: People who are being redirected to our website

January: 222

February: 496

March: 1,574

April: 1,787

May: 860

June: 747

July: 551

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

July: 13,898

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: Jul 1, 2025 - Jul 31, 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: RANDEE S. STEMMONS					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic		Other Traffic	
		Non-Traffic Ordinance			
A. Cases (citations/informations) pending at start of month		69		700	
B. Cases (citations/informations) filed		6		114	
C. Cases (citations/informations) disposed		0		0	
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0		0	
2. court/bench trial - GUILTY		0		0	
3. court/bench trial - NOT GUILTY		0		0	
4. plea of GUILTY in court		4		51	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0		7	
6. dismissed by court		0		1	
7. <i>nolle prosequi</i>		0		2	
8. certified for jury trial (not heard in Municipal Division)		0		0	
9. TOTAL CASE DISPOSITIONS		4		61	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		71		753	
E. Trial de Novo and/or appeal applications filed		0		0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		70		<u>IV. PARKING TICKETS</u>	
2. # Served/withdrawn during reporting period		78		☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		796			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: MONETT	Reporting Period: Jul 1, 2025 - Jul 31, 2025
---------------------------------	----------------------	--

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	\$8,342.00	Court Automation	\$533.14
Clerk Fee - Excess Revenue	\$725.24	Due To Debt Collection	\$171.75
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$22.36	Law Enf Arrest-Local	\$129.18
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$834.07
Total Excess Revenue	\$9,089.60	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$13,204.49
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
		Total Disbursements	\$13,204.49
Fines - Other	\$1,764.42		
Clerk Fee - Other	\$188.73		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$76.17		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$543.05		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.81		
Law Enforcement Training (LET) Fund surcharge	\$150.00		
Domestic Violence Shelter surcharge	\$150.00		
Inmate Prisoner Detainee Security Fund surcharge	\$150.00		
Restitution	\$252.64		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$3,280.82		

Report: CZR0091B
Office Location: MQ
GL Location: MQ

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Jul-2025 THRU 31-Jul-2025

Date : 7/31/2025
Time : 10:43:29AM
Page : 1

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	3,933.00		16,152.99	33.50	20,052.49	
2000	Accounts Payable		11.50		412.89		424.39
2100	Open Items			4,413.42	4,413.42		
2500	Payment Clearing			15,966.41	15,966.41		
5002	Clerk Fee-Municipal		12.00		176.73		188.73
5008	Court Automation		7.00		526.14		533.14
5016	CVC Surcharge State		7.13		535.92		543.05
5018	CVC Surcharge Muni		.37		5.44		5.81
5020	Law Enf Arrest-Local				129.18		129.18
5022	LET-Muni		2.00		148.00		150.00
5024	POST-State		1.00		75.17		76.17
5032	Dom Viol - Muni		2.00		148.00		150.00
5034	Restitution			241.14	241.14		
5040	Fine-Muni Ordin Other				1,764.42		1,764.42
5056	Inmate Security Fund		2.00		148.00		150.00
5074	Due to Debt Collection			171.75	171.75		
5102	Clerk Fee-E/R				725.24		725.24
5118	CVC Surcharge-E/R				22.36		22.36
5141	Fines-E/R				8,342.00		8,342.00
7008	Recipient Payable Detail Code			412.89	412.89		
8200	Bond-Posted		3,888.00	1,640.00	4,600.00		6,848.00
	Totals:	3,933.00	3,933.00	38,998.60	38,998.60	20,052.49	20,052.49

No exceptions noted

Information Displayed Per User Security Authorization
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Report: CZR0091B
Office Location: MQ
GL Location: MQ

MISSOURI JUDICIARY
MONETT MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Jul-2025 THRU 31-Jul-2025

Date : 7/31/2025
Time : 11:22:05AM
Page : 1

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	3,933.00		16,152.99	13,237.99	6,848.00	
2000	Accounts Payable		11.50	13,204.49	13,192.99		
2100	Open Items			4,413.42	4,413.42		
2500	Payment Clearing			15,966.41	15,966.41		
5002	Clerk Fee-Municipal		12.00	188.73	176.73		
5008	Court Automation		7.00	533.14	526.14		
5016	CVC Surcharge State		7.13	543.05	535.92		
5018	CVC Surcharge Muni		.37	5.81	5.44		
5020	Law Enf Arrest-Local			129.18	129.18		
5022	LET-Muni		2.00	150.00	148.00		
5024	POST-State		1.00	76.17	75.17		
5032	Dom Viol - Muni		2.00	150.00	148.00		
5034	Restitution			241.14	241.14		
5040	Fine-Muni Ordin Other			1,764.42	1,764.42		
5056	Inmate Security Fund		2.00	150.00	148.00		
5074	Due to Debt Collection			171.75	171.75		
5102	Clerk Fee-E/R			725.24	725.24		
5118	CVC Surcharge-E/R			22.36	22.36		
5141	Fines-E/R			8,342.00	8,342.00		
7008	Recipient Payable Detail Code			412.89	412.89		
8200	Bond-Posted		3,888.00	1,640.00	4,600.00		6,848.00
Totals:		3,933.00	3,933.00	64,983.19	64,983.19	6,848.00	6,848.00

No exceptions noted

Information Displayed Per User Security Authorization
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MISSOURI JUDICIARY
MONETT MUNICIPAL
OPEN ITEMS SUMMARY REPORT
AS OF DATE: 31-Jul-2025Date: 31-Jul-2025
Time: 11:23:30AM
Page: 1BANK NAME: Monett Municipal Checking
BANK ACCOUNT NUMBER: 152322612127

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	6,848.00	6,848.00
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		6,848.00

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.

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MISSOURI JUDICIARY
MONETT MUNICIPAL
JUDGMENT INDEX
JUDGMENT/SENTENCE ACTIVITY DATE 01-Jul-2025 TO 31-Jul-2025

Date: 31-Jul-2025
Time: 4:18:03PM
Page: 1

JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
ADAMS, ALICIA RACHELLE	240411889 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge: 1 01-Jun-2025 ORD577.0-Dwi - Alcohol Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$350.00 and Court Costs. Fine Amount: \$ 350.00	22-Jul-2025 23-Jul-2025	
ADAMS, ALICIA RACHELLE	240411890 CITY OF MONETT V ALICIA RACHELLE ADAMS Charge: 1 01-Jun-2025 ORD302.0-Driving While Revoked Or Suspended Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$250.00 and Court Costs. Fine Amount: \$ 250.00	22-Jul-2025 23-Jul-2025	
AUGUSTINE, LAYJAY	240411749 CITY OF MONETT V LAYJAY AUGUSTINE Charge: 1 02-May-2025 ORD568.0-Endangering Welfare Of Child Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Length: 12 Months 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: 01-Jul-2025 Due to End: 01-Jul-2026	01-Jul-2025 02-Jul-2025	
AYALA, IRIS ROSE	240411896 CITY OF MONETT V IRIS ROSE AYALA Charge: 1 05-Jun-2025 ORD307.0-Defective Equipment Disposition: 29-Jul-2025 Guilty Plea		

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AYALA, IRIS ROSE	240411896 CITY OF MONETT V IRIS ROSE AYALA Sentence or SIS: Fine Order Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
BARBER, JEFFERY WAYNE	240411982 CITY OF MONETT V JEFFERY WAYNE BARBER Charge: 1 02-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 21-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 21-Jul-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Start Date: 21-Jul-2025	21-Jul-2025 21-Jul-2025
CARDENAS, CRYSTAL ROSE	240410792 CITY OF MONETT V CRYSTAL ROSE CARDENAS Charge: 1 23-Oct-2024 ORD307.0-Defective Equipment Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Start Date: 01-Jul-2025	01-Jul-2025 02-Jul-2025
CARGILE, JERRY DALE	240411593 CITY OF MONETT V JERRY DALE CARGILE Charge: 1 28-Mar-2025 ORD307.0-Defective Equipment Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
CASTRO, RUBI CARINA	240411976 CITY OF MONETT V RUBI CARINA CASTRO		

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CASTRO, RUBI CARINA	240411976 CITY OF MONETT V RUBI CARINA CASTRO Charge: 1 30-Jun-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$60.50 and Court Costs. Fine Amount: \$ 60.50	Order Date: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 29-Jul-2025
CHAVEZ ARGUETA, SALVADOR	240411727 CITY OF MONETT V SALVADOR CHAVEZ ARGUETA Charge: 1 27-Apr-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$90.50 and Court Costs. Fine Amount: \$ 90.50 Charge: 2 27-Apr-2025 ORD300.0-Seat Belt Violation - Other Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 2 - Defendant sentenced to Fine \$10.00 Fine Amount: \$ 10.00	Order Date: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025 29-Jul-2025 30-Jul-2025
CLIFTON, LEIGH ANN	240411668 CITY OF MONETT V LEIGH ANN CLIFTON Charge: 1 15-Apr-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025

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CORDERO PACHECO, JULIO IRVING	240411539 CITY OF MONETT V JULIO IRVING CORDERO PACHECO Charge: 1 15-Mar-2025 ORD565.0-Domestic Assault Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$175.50 and Court Costs. Fine Amount: \$ 175.50	Order Date: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
COURTNEY, ASHLEY ODECIA	240411981 CITY OF MONETT V ASHLEY ODECIA COURTNEY Charge: 1 02-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 28-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Order Date: 28-Jul-2025 Start Date: 28-Jul-2025	28-Jul-2025 28-Jul-2025
DENNO, GLENDA K	240411842 CITY OF MONETT V GLENDA K DENNO Charge: 1 21-May-2025 ORD565.0-Domestic Assault Disposition: 01-Jul-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: 01-Jul-2025 Start Date: 01-Jul-2025	01-Jul-2025 02-Jul-2025
DIAZ, OSCAR	240410975 CITY OF MONETT V OSCAR DIAZ Charge: 1 21-Nov-2024 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025

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DOTSON, MARISA DAWN	240411947 CITY OF MONETT V MARISA DAWN DOTSON Charge: 1 21-Jun-2025 ORD301.0-Display/Possess Plates Of Another Disposition: 22-Jul-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: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
DRAKE, MORGAN LEE	240411949 CITY OF MONETT V MORGAN LEE DRAKE Charge: 1 19-Jun-2025 ORD565.0-Domestic Assault Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.50, Stayed \$150.00 SES, 1 Years Probation and Court Costs. EXECUTION OF SENTENCE SUSPENDED Fine Amount: \$ 50.50 Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 22-Jul-2025 Due to End: 22-Jul-2026	Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Total Case Fine Stayed Amount: \$ 150.00	22-Jul-2025 23-Jul-2025
DRAKE, MORGAN LEE	240411950 CITY OF MONETT V MORGAN LEE DRAKE Charge: 1 19-Jun-2025 ORD575.0-Resisting Arrest Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$250.50, Stayed \$200.00 SES, 1 Years Probation and Court Costs. EXECUTION OF SENTENCE SUSPENDED Fine Amount: \$ 50.50	Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Total Case Fine Stayed Amount: \$ 200.00	22-Jul-2025 23-Jul-2025

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DRAKE, MORGAN LEE	240411950 CITY OF MONETT V MORGAN LEE DRAKE Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 22-Jul-2025 Due to End: 22-Jul-2026 Agency: MONETT MUNICIPAL DIVISION		
ENGLAND, BRUCE E	240411873 CITY OF MONETT V BRUCE E ENGLAND Charge: 1 28-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		01-Jul-2025 02-Jul-2025
ESTRADA, LUCIA JANET	240411944 CITY OF MONETT V LUCIA JANET ESTRADA Charge: 1 18-Jun-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Start Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50		29-Jul-2025 30-Jul-2025
EVANS, TRUE RILEY	240411645 CITY OF MONETT V TRUE RILEY EVANS Charge: 1 06-Apr-2025 ORD307.0-Defective Equipment Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Start Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		29-Jul-2025 30-Jul-2025
FERGUSON, JAMES FRANKLYN	240411895 CITY OF MONETT V JAMES FRANKLYN FERGUSON		

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FERGUSON, JAMES FRANKLYN	240411895 CITY OF MONETT V JAMES FRANKLYN FERGUSON Charge: 1 05-Jun-2025 ORD301.0-Failed To Register Vehicle Disposition: 29-Jul-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: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
FIELDS, RILEY EUGENE	240411880 CITY OF MONETT V RILEY EUGENE FIELDS Charge: 1 30-May-2025 ORD307.0-Defective Equipment Disposition: 31-Jul-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: 31-Jul-2025 Start Date: 31-Jul-2025	31-Jul-2025 31-Jul-2025
FIELDS, RILEY EUGENE	240411881 CITY OF MONETT V RILEY EUGENE FIELDS Charge: 1 30-May-2025 ORD307.0-Defective Equipment Disposition: 31-Jul-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: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 31-Jul-2025
FULCHER-HEFNER, JOSEPH MICHAEL	240410888 CITY OF MONETT V JOSEPH MICHAEL FULCHER-HEFNER Charge: 1 08-Nov-2024 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 29-Jul-2025 Guilty Plea		

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FULCHER-HEFNER, JOSEPH MICHAEL	240410888 CITY OF MONETT V JOSEPH MICHAEL FULCHER-HEFNER Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Order Date: 29-Jul-2025 Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
GARCIA, SEMUEL	240411762 CITY OF MONETT V SEMUEL GARCIA Charge: 1 05-May-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 08-Jul-2025
GARCIA, SEMUEL	240411763 CITY OF MONETT V SEMUEL GARCIA Charge: 1 05-May-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 08-Jul-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: 08-Jul-2025 Due to End: 08-Jan-2026	Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 Agency: MONETT MUNICIPAL DIVISION	08-Jul-2025 08-Jul-2025
GONZALEZ, RAUL	240411333 CITY OF MONETT V RAUL GONZALEZ Charge: 1 07-Feb-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-2025 Guilty Plea		

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GONZALEZ, RAUL	240411333 CITY OF MONETT V RAUL GONZALEZ Sentence or SIS: Fine Order Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50	Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025
GOWER, OBADIAH	240411932 CITY OF MONETT V OBADIAH GOWER Charge: 1 12-Jun-2025 ORD569.0-Property Damage Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
GRAESSLE, BRITTANY NICHOLE	240411900 CITY OF MONETT V BRITTANY NICHOLE GRAESSLE Charge: 1 02-Jun-2025 ORD565.0-Harrassment-Phone Calls Disposition: 08-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$200.00, Stayed \$100.00 SES, 1 Years Probation and Court Costs. EXECUTION OF SENTENCE SUSPENDED Fine Amount: \$ 100.00 Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 08-Jul-2025 Due to End: 08-Jul-2026	Start Date: 08-Jul-2025 Total Case Fine Stayed Amount: \$ 100.00 Agency: MONETT MUNICIPAL DIVISION	08-Jul-2025 09-Jul-2025
GUTIERREZ, AMBER LYNN	240411555 CITY OF MONETT V AMBER L GUTIERREZ Charge: 1 20-Mar-2025 ORD303.0-Oper Veh Without Maintaining Financial Responsibility Disposition: 22-Jul-2025 Guilty Plea		

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GUTIERREZ, AMBER LYNN	240411555 Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	CITY OF MONETT V AMBER L GUTIERREZ Order Date: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
GUTIERREZ, AMBER LYNN	240411898 Charge: 1 01-Jun-2025 ORD570.0-Stealing/Larceny/Theft Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$150.50 and Court Costs. Fine Amount: \$ 150.50	CITY OF MONETT V AMBER L GUTIERREZ Order Date: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
HALL, ZACHARY RAY	210660237 Charge: 1 20-Sep-2021 ORD307.0-Defective Equipment Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$141.50 and Court Costs. Fine Amount: \$ 141.50	CITY OF MONETT V ZACHARY RAY HALL Order Date: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
HESS, DYLAN MATTHEW	240411264 Charge: 1 24-Jan-2025 ORD901.0-Nuisance Violation Disposition: 08-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$366.50 and Court Costs. Fine Amount: \$ 366.50	CITY OF MONETT V DYLAN MATTHEW HESS Order Date: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 10-Jul-2025
HESS, DYLAN MATTHEW	240411265 CITY OF MONETT V DYLAN MATTHEW HESS		

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HESS, DYLAN MATTHEW	240411265 CITY OF MONETT V DYLAN MATTHEW HESS Charge: 1 24-Jan-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 10-Jul-2025
HESS, DYLAN MATTHEW	240411376 CITY OF MONETT V DYLAN MATTHEW HESS Charge: 1 13-Feb-2025 ORD901.0-Nuisance Violation Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 10-Jul-2025
HESS, DYLAN MATTHEW	240411377 CITY OF MONETT V DYLAN MATTHEW HESS Charge: 1 13-Feb-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 10-Jul-2025
IOANIS, HELLEN	240411750 CITY OF MONETT V HELLEN IOANIS Charge: 1 02-May-2025 ORD568.0-Endangering Welfare Of Child Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Length: 12 Months Text: Count 1 - Defendant granted SIS, 12 Months Probation and Court Costs.	Order Date: 01-Jul-2025 Start Date: 01-Jul-2025	01-Jul-2025 02-Jul-2025

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IOANIS, HELLEN	240411750 CITY OF MONETT V HELLEN IOANIS Program: PROBATION Classification: UNSUPERVISED Associated To: Charge 1 Start Date: 01-Jul-2025 Due to End: 01-Jul-2026 Agency: MONETT MUNICIPAL DIVISION		
JIMENEZ, ISAIAS MORALES	240411359 CITY OF MONETT V ISAIAS MORALES JIMENEZ Charge: 1 11-Feb-2025 ORD901.0-Nuisance Violation Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		01-Jul-2025 01-Jul-2025
JONES, JACKY LEE	240411937 CITY OF MONETT V JACKY LEE JONES Charge: 1 17-Jun-2025 ORD301.0-Failed To Register Vehicle Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Start Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$50.50 and Court Costs. Fine Amount: \$ 50.50		29-Jul-2025 30-Jul-2025
JORDAN, SARAH NICOLE	240411866 CITY OF MONETT V SARAH NICOLE JORDAN Charge: 1 27-May-2025 ORD307.0-Defective Equipment Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		01-Jul-2025 02-Jul-2025
KAPLAN, AIDEN JACOB	240411801 CITY OF MONETT V AIDEN JACOB KAPLAN		

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KAPLAN, AIDEN JACOB	240411801 CITY OF MONETT V AIDEN JACOB KAPLAN Charge: 1 16-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025
KEY, ELY COBIN	240411935 CITY OF MONETT V ELY COBIN KEY Charge: 1 16-Jun-2025 ORD300.0-Miscellaneous Moving Violation Disposition: 01-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Text: Defendant sentenced to Fine \$60.50 and Court Cost Fine Amount: \$ 60.50	Order Date: 01-Jul-2025 Start Date: 01-Jul-2025	01-Jul-2025 01-Jul-2025
LIAN, THAWNG THA	240411783 CITY OF MONETT V THAWNG THA LIAN Charge: 1 13-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025
LOPEZ HERNANDEZ, FERMINA ESPERANZA	240411664 CITY OF MONETT V FERMINA ESPERANZA LOPEZ HERNANDEZ Charge: 1 13-Apr-2025 ORD302.0-Operate Vehicle On Highway Without Valid Or No License Disposition: 22-Jul-2025 Guilty Plea		

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LOPEZ HERNANDEZ, FERMINA ESPERANZA	240411664 CITY OF MONETT V FERMINA ESPERANZA LOPEZ HERNANDEZ Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Order Date: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
MARETH, DAVID JOSEPH	240411503 CITY OF MONETT V DAVID JOSEPH MARETH Charge: 1 09-Mar-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-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: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 08-Jul-2025
MARTIN, TRAVIS EUGENE	240411472 CITY OF MONETT V TRAVIS EUGENE MARTIN Charge: 1 02-Mar-2025 ORD300.0-Miscellaneous Moving Violation Text: Excessive Window Tint Disposition: 08-Jul-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 Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 08-Jul-2025 Due to End: 08-Jan-2026	Order Date: 08-Jul-2025 Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025
MARTIN, TRAVIS EUGENE	240411473 CITY OF MONETT V TRAVIS EUGENE MARTIN Charge: 1 02-Mar-2025 ORD901.0-Nuisance Violation Disposition: 08-Jul-2025 Guilty Plea		

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

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MARTIN, TRAVIS EUGENE	240411473 CITY OF MONETT V TRAVIS EUGENE MARTIN Sentence or SIS: Fine Order Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Start Date: 08-Jul-2025	08-Jul-2025 09-Jul-2025
MAXON, JUSTIN LEE	210662026 CITY OF MONETT V JUSTIN LEE MAXON Charge: 1 10-Mar-2023 ORD307.0-Defective Equipment Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
MERRELL, HAKIM TYRESE	240411847 CITY OF MONETT V HAKIM TYRESE MERRELL Charge: 1 23-May-2025 ORD304.0-Exceeded Posted Speed Limit (20-25 Mph Over) Disposition: 07-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 07-Jul-2025 Text: Defendant sentenced to Fine \$155.50 and Court Cost Fine Amount: \$ 155.50	Start Date: 07-Jul-2025	07-Jul-2025 07-Jul-2025
METZGER, HUNTER JACOB	240412020 CITY OF MONETT V HUNTER JACOB METZGER Charge: 1 11-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 23-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 23-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50	Start Date: 23-Jul-2025	23-Jul-2025 23-Jul-2025
MOO, NAY TA	240411861 CITY OF MONETT V NAY TA MOO		

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JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
MOO, NAY TA	240411861 CITY OF MONETT V NAY TA MOO Charge: 1 25-May-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$116.50 and Court Costs. Fine Amount: \$ 116.50		08-Jul-2025 09-Jul-2025
NORMAN, MELISSA ANN	240411092 CITY OF MONETT V MELISSA ANN NORMAN Charge: 1 14-Dec-2024 ORD575.0-Resisting Arrest Disposition: 22-Jul-2025 Tried/Court-Guilty Sentence or SIS: Fine Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$216.50 and Court Costs. Fine Amount: \$ 216.50		22-Jul-2025 23-Jul-2025
NORRIS, JENNA CAYLYN	240411836 CITY OF MONETT V JENNA CAYLYN NORRIS Charge: 1 21-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 22-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		22-Jul-2025 23-Jul-2025
NUNEZ, ISABEL	240411481 CITY OF MONETT V ISABEL NUNEZ Charge: 1 05-Mar-2025 ORD307.0-Defective Equipment Disposition: 08-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$166.50 and Court Costs. Fine Amount: \$ 166.50		08-Jul-2025 09-Jul-2025

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PEREZ, ROBERTO	240411872 CITY OF MONETT V ROBERTO PEREZ Charge: 1 27-May-2025 ORD304.0-Exceeded Posted Speed Limit (6-10 Mph Over) Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 29-Jul-2025 Start Date: 29-Jul-2025 29-Jul-2025 Length: 6 Months 30-Jul-2025 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: 29-Jul-2025 Due to End: 29-Jan-2026		
PERKINS, TIMOTHY LEE	240411735 CITY OF MONETT V TIMOTHY LEE PERKINS Charge: 1 28-Apr-2025 ORD578.0-Miscellaneous Animal Violation Disposition: 08-Jul-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 08-Jul-2025 Length: 6 Months 09-Jul-2025 Text: Count 1 - Defendant granted SIS, 6 Months Probation and Court Costs. Sentence or SIS: Suspended Imposition of Sent. Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 08-Jul-2025 Length: 6 Months 09-Jul-2025 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: 08-Jul-2025 Due to End: 08-Jan-2026 Program: PROBATION Classification: UNSUPERVISED Agency: MONETT MUNICIPAL DIVISION Associated To: Charge 1 Start Date: 08-Jul-2025 Due to End: 08-Jan-2026		
PIERCE, YANCEY NICHOLE	240411819 CITY OF MONETT V YANCEY NICHOLE PIERCE		

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PIERCE, YANCEY NICHOLE	240411819 CITY OF MONETT V YANCEY NICHOLE PIERCE Charge: 1 18-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 22-Jul-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: 22-Jul-2025 Start Date: 22-Jul-2025	22-Jul-2025 23-Jul-2025
POOLER, ASHLEY NICOLE	240411914 CITY OF MONETT V ASHLEY NICOLE POOLER Charge: 1 10-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 24-Jul-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-Jul-2025 Start Date: 24-Jul-2025	24-Jul-2025 24-Jul-2025
PRIVETT, MICHAEL ANDREW	240411859 CITY OF MONETT V MICHAEL ANDREW PRIVETT Charge: 1 24-May-2025 ORD304.0-Speeding (36-40 Mph Over) Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$200.00 and Court Costs. Fine Amount: \$ 200.00	Order Date: 01-Jul-2025 Start Date: 01-Jul-2025	01-Jul-2025 02-Jul-2025
SACUL MAQUIN, EDGAR FERNANDO	240411127 CITY OF MONETT V EDGAR FERNANDO SACUL MAQUIN Charge: 1 22-Dec-2024 ORD901.0-Nuisance Violation Disposition: 08-Jul-2025 Guilty Plea		

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SACUL MAQUIN, EDGAR FERNANDO	240411127 CITY OF MONETT V EDGAR FERNANDO SACUL MAQUIN Sentence or SIS: Fine Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		08-Jul-2025 08-Jul-2025
SALAS, LUIS ANGEL	240411462 CITY OF MONETT V LUIS ANGEL SALAS Charge: 1 01-Mar-2025 ORD300.0-Miscellaneous Moving Violation Text: Excessive Window Tint Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Suspended Imposition of Sent. Order Date: 29-Jul-2025 Start Date: 29-Jul-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: 29-Jul-2025 Due to End: 29-Jan-2026		29-Jul-2025 30-Jul-2025
SERRANO RUEDA, MIKE	240411853 CITY OF MONETT V MIKE SERRANO RUEDA Charge: 1 24-May-2025 ORD565.0-Domestic Assault Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$250.00 and Court Costs. Fine Amount: \$ 250.00		01-Jul-2025 02-Jul-2025
SMITH, MALIK SEVILLE	240411478 CITY OF MONETT V MALIK SEVILLE SMITH Charge: 1 03-Mar-2025 ORD307.0-Defective Equipment Disposition: 23-Jul-2025 Guilty Plea		

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SMITH, MALIK SEVILLE	240411478 CITY OF MONETT V MALIK SEVILLE SMITH Sentence or SIS: Fine Order Date: 23-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50	Start Date: 23-Jul-2025	23-Jul-2025 23-Jul-2025
STAILEY, EARL DANIEL	240412103 CITY OF MONETT V EARL DANIEL STAILEY Charge: 1 26-Jul-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 31-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 31-Jul-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50	Start Date: 31-Jul-2025	31-Jul-2025 31-Jul-2025
STELLWAGEN, NICHOLAS RAY	240411800 CITY OF MONETT V NICHOLAS RAY STELLWAGEN Charge: 1 05-May-2025 ORD901.0-Nuisance Violation Disposition: 29-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 29-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50	Start Date: 29-Jul-2025	29-Jul-2025 30-Jul-2025
STEPHENS, BRIANA NICOLE	240411908 CITY OF MONETT V BRIANA NICOLE STEPHENS Charge: 1 09-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 07-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 07-Jul-2025 Text: Defendant sentenced to Fine \$100.50 and Court Cost Fine Amount: \$ 100.50	Start Date: 07-Jul-2025	07-Jul-2025 07-Jul-2025
STUEVEN, LAURA MELINDA	240411909 CITY OF MONETT V LAURA MELINDA STUEVEN		

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STUEVEN, LAURA MELINDA	240411909 CITY OF MONETT V LAURA MELINDA STUEVEN Charge: 1 09-Jun-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 07-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 07-Jul-2025 Start Date: 07-Jul-2025 Text: Defendant sentenced to Fine \$70.50 and Court Cost Fine Amount: \$ 70.50		07-Jul-2025 07-Jul-2025
SWADLEY, NATHAN	240411852 CITY OF MONETT V NATHAN SWADLEY Charge: 1 23-May-2025 ORD301.0-Failed To Register Vehicle Disposition: 08-Jul-2025 Guilty Plea Written Sentence or SIS: Fine Order Date: 08-Jul-2025 Start Date: 08-Jul-2025 Text: Defendant sentenced to Fine \$50.50 and Court Cost Fine Amount: \$ 50.50		08-Jul-2025 08-Jul-2025
SWEARINGEN, MICHELLE D	240411901 CITY OF MONETT V MICHELLE D SWEARINGEN Charge: 1 06-Jun-2025 ORD304.0-Oper A Motor Vehicle In A Careless And Imprudent Manner, Involving An Accident Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$100.00 and Court Costs. Fine Amount: \$ 100.00		01-Jul-2025 02-Jul-2025
SWEARINGEN, MICHELLE D	240411902 CITY OF MONETT V MICHELLE D SWEARINGEN Charge: 1 06-Jun-2025 ORD577.0-Dwi - Alcohol Disposition: 01-Jul-2025 Guilty Plea		

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SWEARINGEN, MICHELLE D	240411902 CITY OF MONETT V MICHELLE D SWEARINGEN Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025		01-Jul-2025
	Text: Count 1 - Defendant sentenced to Fine \$250.00 and Court Costs. Fine Amount: \$ 250.00		02-Jul-2025
THOMAS, AMANDA KAY	240411882 CITY OF MONETT V AMANDA KAY THOMAS Charge: 1 30-May-2025 ORD565.0-Domestic Assault Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025		01-Jul-2025
	Text: Count 1 - Defendant sentenced to Fine \$250.00 and Court Costs. Fine Amount: \$ 250.00		02-Jul-2025
TILLIS, JASON DWAYNE	240411840 CITY OF MONETT V JASON DWAYNE TILLIS Charge: 1 21-May-2025 ORD304.0-Exceeded Posted Speed Limit (16-19 Mph Over) Disposition: 02-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 02-Jul-2025 Start Date: 02-Jul-2025		02-Jul-2025
	Text: Count 1 - Defendant sentenced to Fine \$100.50 and Court Costs. Fine Amount: \$ 100.50		02-Jul-2025
VALAZQUEZ, YANET	240411469 CITY OF MONETT V YANET VALAZQUEZ Charge: 1 02-Mar-2025 ORD901.0-Nuisance Violation Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025		01-Jul-2025
	Text: Count 1 - Defendant sentenced to Fine \$266.50 and Court Costs. Fine Amount: \$ 266.50		01-Jul-2025
VALAZQUEZ, YANET	240411470 CITY OF MONETT V YANET VALAZQUEZ		

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

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VALAZQUEZ, YANET	240411470 CITY OF MONETT V YANET VALAZQUEZ Charge: 1 02-Mar-2025 ORD307.0-Defective Equipment Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		01-Jul-2025 01-Jul-2025
VALAZQUEZ, YANET	240411471 CITY OF MONETT V YANET VALAZQUEZ Charge: 1 02-Mar-2025 ORD307.0-Defective Equipment Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		01-Jul-2025 01-Jul-2025
VALDEZ, ISRAEL	240411711 CITY OF MONETT V ISRAEL VALDEZ Charge: 1 24-Apr-2025 ORD307.0-Defective Equipment Disposition: 01-Jul-2025 Guilty Plea Sentence or SIS: Fine Order Date: 01-Jul-2025 Start Date: 01-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$191.50 and Court Costs. Fine Amount: \$ 191.50		01-Jul-2025 02-Jul-2025
VIZCAINO, ALFREDO	240410445 CITY OF MONETT V ALFREDO VIZCAINO Charge: 1 27-Aug-2024 ORD565.0-Domestic Assault Disposition: 22-Jul-2025 Tried/Court-Guilty Sentence or SIS: Fine Order Date: 22-Jul-2025 Start Date: 22-Jul-2025 Text: Count 1 - Defendant sentenced to Fine \$300.00 and Court Costs. Fine Amount: \$ 300.00		22-Jul-2025 23-Jul-2025

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

Report: CZR0056

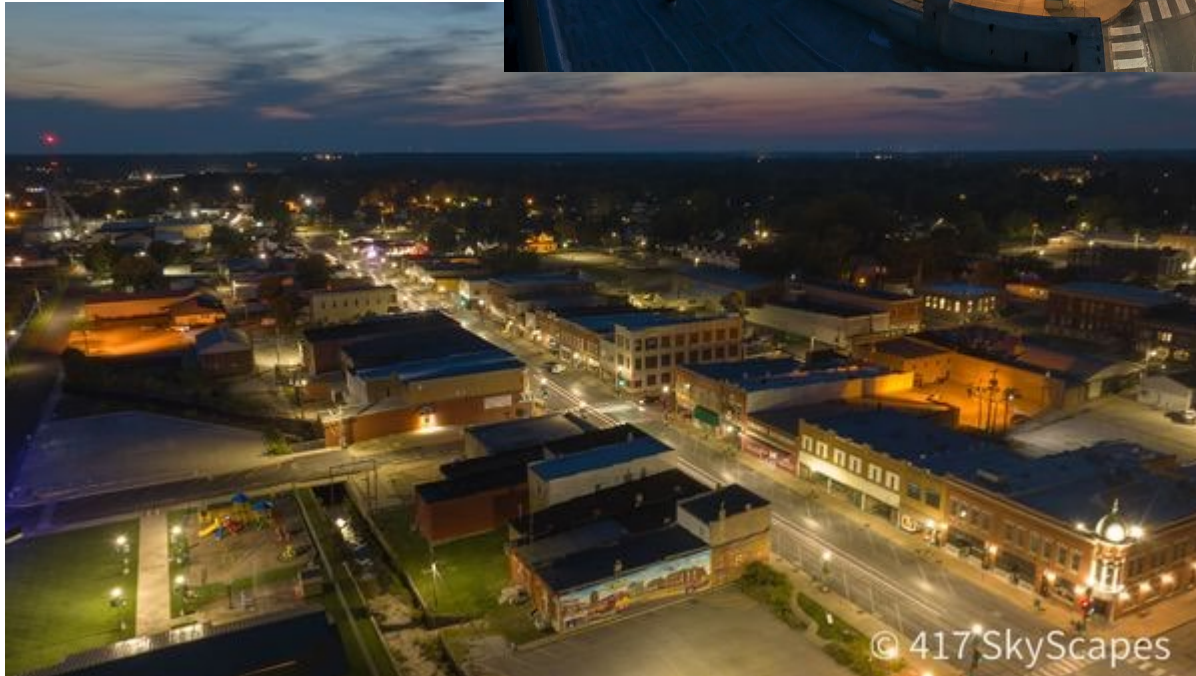
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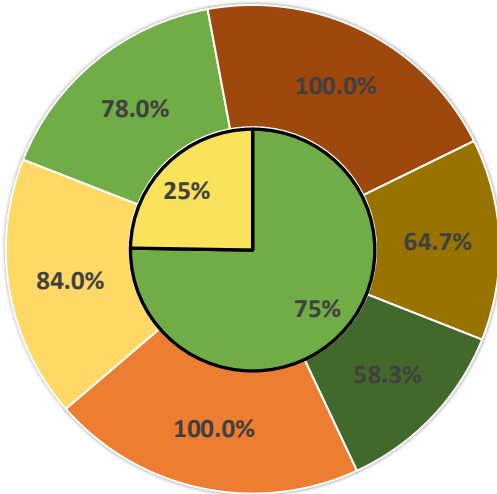
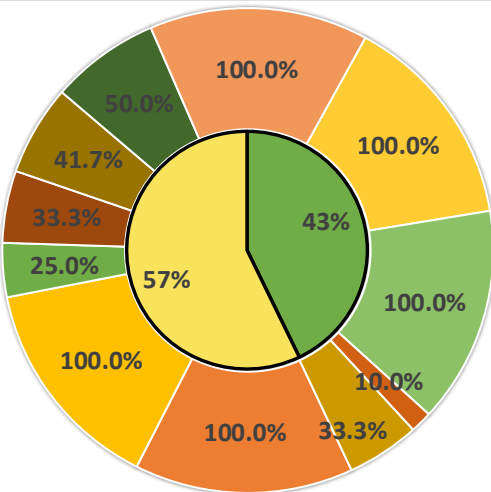
JUDGMENT AGAINST JUDGMENT FOR	CASE ID/DESCRIPTION JUDGMENT	AMOUNT	JUDGMENT ACTIVITY SATISFIED*
WILLIS, SARAH DANIELLE	240411879 CITY OF MONETT V SARAH DANIELLE WILLIS Charge: 1 30-May-2025 ORD304.0-Exceeded Posted Speed Limit (11-15 Mph Over) Disposition: 23-Jul-2025 Guilty Plea Sentence or SIS: Fine Text: Count 1 - Defendant sentenced to Fine \$70.50 and Court Costs. Fine Amount: \$ 70.50	Order Date: 23-Jul-2025 Start Date: 23-Jul-2025	23-Jul-2025 23-Jul-2025

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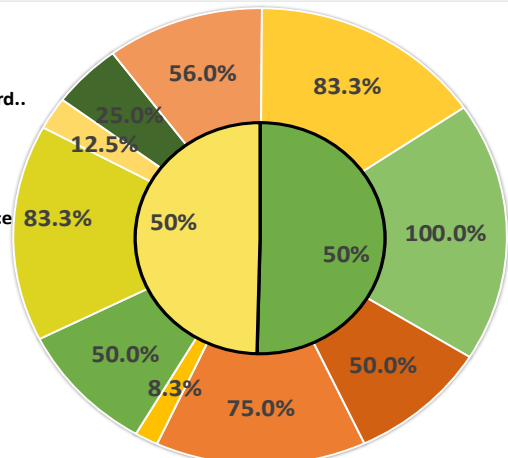
**Monthly Report – Emergency Management
July 2025
David Compton, Director**



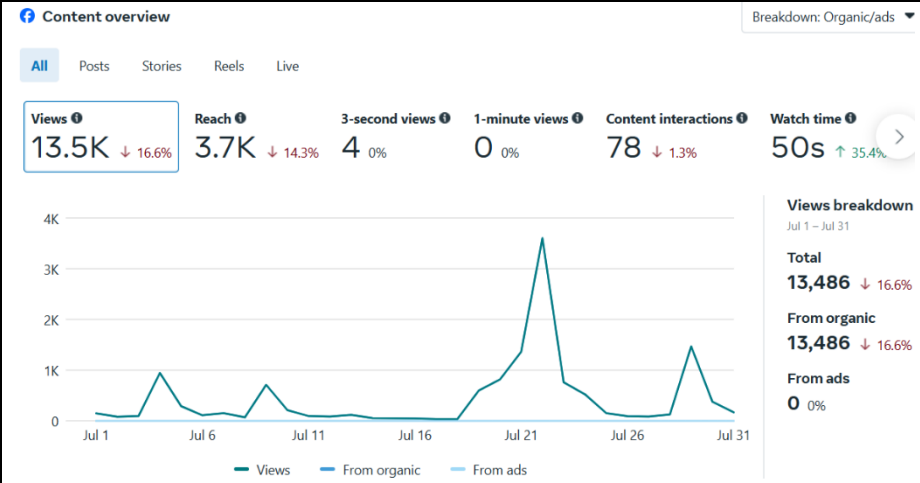
July 2025

Category	Description	Activity	Action Items	Performance																								
 Planning	Systematic process of developing strategic, operational, and/or tactical-level approaches to meet objectives.	07.04.2025 – Freedom and Fireworks Planning Mtg. 07.03.2025 – Monthly Communication Mtg. with Administrator. 07.04.2025 – Freedom and Fireworks Safety Brief. 07.11.2025 – First on Front (MA-Cassville) Safety Briefing.	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 <table><thead><tr><th>Category</th><th>Percentage</th></tr></thead><tbody><tr><td>TEPW</td><td>100.0%</td></tr><tr><td>External Collaboration</td><td>84.0%</td></tr><tr><td>Internal Collaboration</td><td>78.0%</td></tr><tr><td>RTTA - Flood Plain</td><td>64.7%</td></tr><tr><td>NRCS - Flood Plain</td><td>58.3%</td></tr><tr><td>NMSZ - Planning</td><td>75%</td></tr></tbody></table>	Category	Percentage	TEPW	100.0%	External Collaboration	84.0%	Internal Collaboration	78.0%	RTTA - Flood Plain	64.7%	NRCS - Flood Plain	58.3%	NMSZ - Planning	75%										
Category	Percentage																											
TEPW	100.0%																											
External Collaboration	84.0%																											
Internal Collaboration	78.0%																											
RTTA - Flood Plain	64.7%																											
NRCS - Flood Plain	58.3%																											
NMSZ - Planning	75%																											
 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 <table><thead><tr><th>Category</th><th>Percentage</th></tr></thead><tbody><tr><td>SEMA/FEMA Rapid Needs Assessment</td><td>100.0%</td></tr><tr><td>SEMA/FEMA Damage Assessment</td><td>100.0%</td></tr><tr><td>Workshop - Discussion Based</td><td>43%</td></tr><tr><td>Trainings - FEMA</td><td>50.0%</td></tr><tr><td>Trainings - Cyber</td><td>41.7%</td></tr><tr><td>Tabletop - Discussion / Community Based</td><td>33.3%</td></tr><tr><td>Tabletop - Discussion / Department Based</td><td>25.0%</td></tr><tr><td>Drill - Operations / Department Based</td><td>100.0%</td></tr><tr><td>NWS Weather Spotter Class</td><td>57%</td></tr><tr><td>Functional Exercise - Department Based</td><td>100.0%</td></tr><tr><td>Monthly Siren Tests</td><td>100.0%</td></tr></tbody></table>	Category	Percentage	SEMA/FEMA Rapid Needs Assessment	100.0%	SEMA/FEMA Damage Assessment	100.0%	Workshop - Discussion Based	43%	Trainings - FEMA	50.0%	Trainings - Cyber	41.7%	Tabletop - Discussion / Community Based	33.3%	Tabletop - Discussion / Department Based	25.0%	Drill - Operations / Department Based	100.0%	NWS Weather Spotter Class	57%	Functional Exercise - Department Based	100.0%	Monthly Siren Tests	100.0%
Category	Percentage																											
SEMA/FEMA Rapid Needs Assessment	100.0%																											
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Functional Exercise - Department Based	100.0%																											
Monthly Siren Tests	100.0%																											

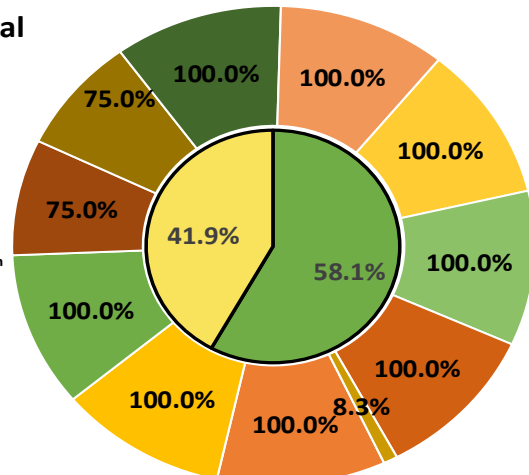
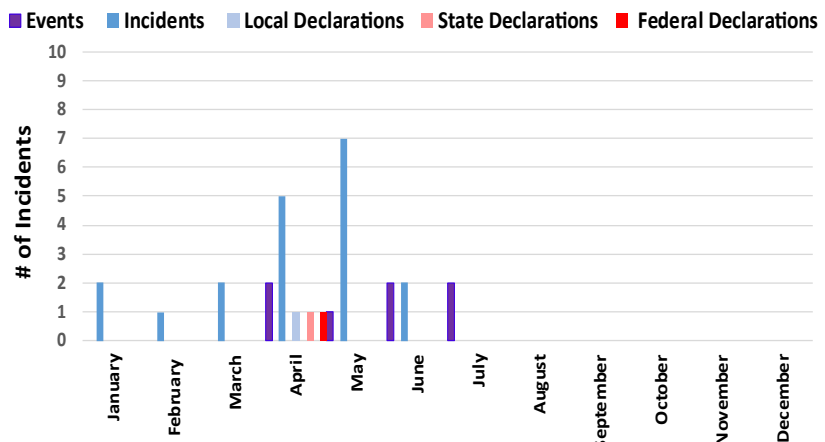
July 2025

Category	Description	Activity	Action Items	Performance
 Coordinating	Establish and maintain a coordinated engagement of stakeholders to support missions and capabilities.	07.02.2025 – Tech Project Scrum Mtg.		Coordinating - SMESO/Regional Coord.. - City Council - Functional Teams - Departmental - LEPC/ Barry - Lawrence - RHSOC - Projects - Projects - Projects - Future Project 
		07.03.2025 – Functional Team Mtg.		
		07.09.2025 – Tech Project Scrum Call		
		07.16.2025 – Tech. Steering Cmtte. Mtg.		
		07.16.2025 – Tech. Project Scrum Call		
		07.22.2025 – Tech. Steering Cmtte. Mtg		
		07.24.2025 – Tech Project Scrum Mtg.		
		07.30.2025 – Tech. Steering Cmtte. Mtg.		
		07.30.2025 – Tech. Project Scrum Call		

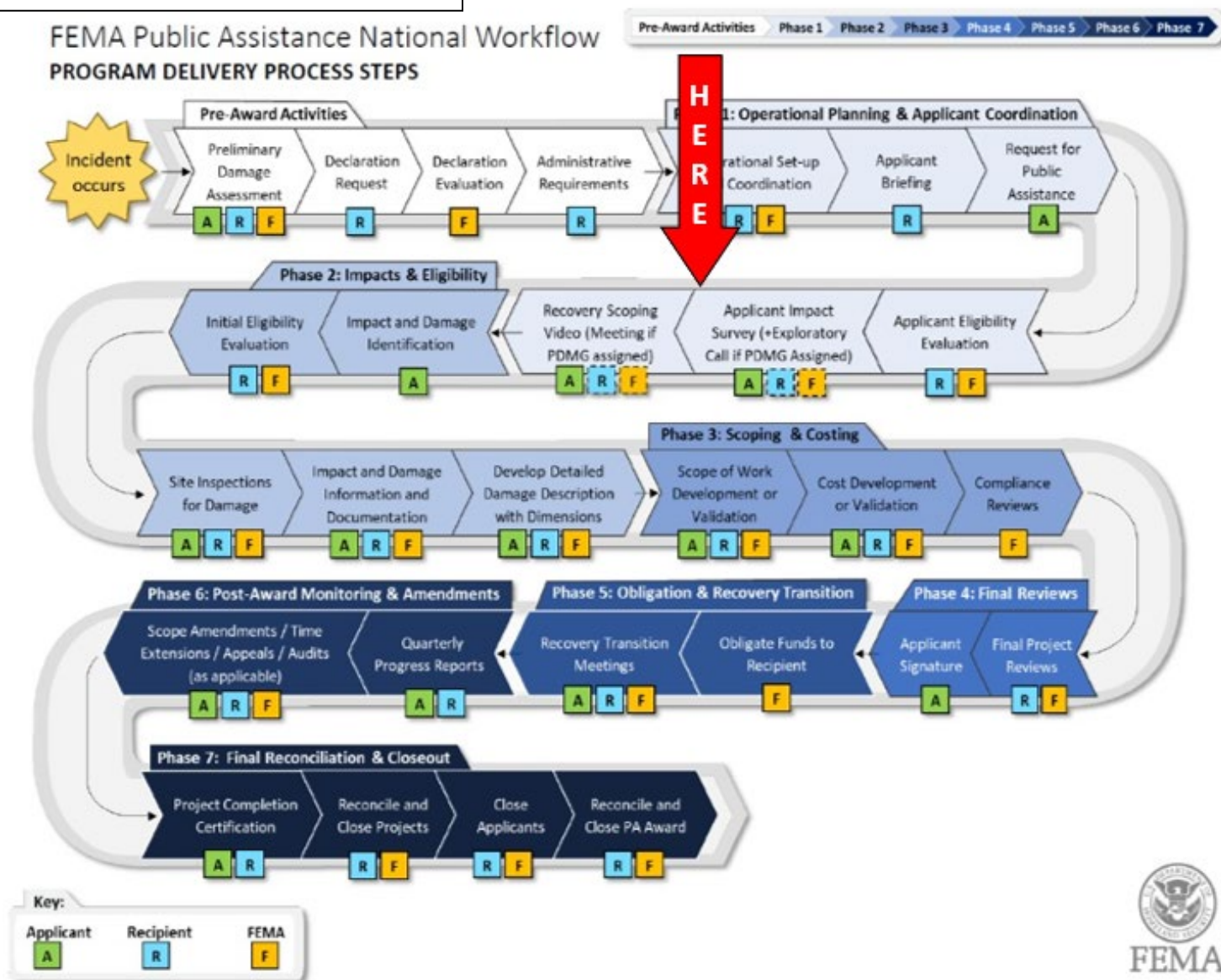
July 2025

Category	Description	Activity	Action Items	Performance
 Public Information	Deliver coordinated, prompt, reliable, and actionable information to the community in a clear, consistent, accessible manner.	July Campaign executed: 15 Posts. - Severe Heat Notices. - Pre-Post Incident PSAs 13.5K Views 3.7K Reach 07.09.2025 – Outdoor Warning Siren Test	August 2025 – Campaign Themes - Heat Related. - Heat 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.	07.22.2025 – Exercise Planning – Cox Monett		

July 2025

Category	Description	Activity	Action Items	Performance
 Intergov't	Establish and maintain a coordinated engagement with government bodies.	07.29.2025 – DR-4876 - FEMA PA Exploratory / Scoping Meeting Planning Call.	See Progress Map DR-4876 Phase 1 – complete by 08.22.2025. DR-4876 Phase 2 – Beginning 08.25.2025- Complete by 10.22.2025.	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 - DR-4876 PA / SBA - Coordination Mtg.s 
 Incidents	Incidents that involved EMA assistance for preparation, mitigation, prevention, and/or recovery	07.04.2025 – Freedom and Fireworks 07.11.2025 – First on Front (Cassville)	2025 Events = 7 Incidents = 19 Declarations Local = 1 State = 1 Federal = 1 (DR-4876)	Incidents-2025 

DR-4876-MO (Barry County/City of Monett)
Incident Period 04.29.2025
Process/Progress Map





South Park

- Mowing, weed eating, cleaning bathrooms, and picking up trash.
- Readied the Park for the fourth of July celebration.
- Cleaned up the park following the fourth of July celebration.
- Removing limbs from spring storm.
- Weedeated from front street to bond.
- Moved picnic tables, benches, and trash cans to casino for Tyson.
- Watering soccer fields.
- Watering new young trees
- Painted the parking blocks through out the park.
- Power washing shelters

North Park

- Mowing, weed eating, pruning trees as needed, grooming ball fields, cleaning bathrooms, and picking up trash.
- Weedeated from front street to bond.
- Watering ball fields.
- Tennis courts are paved and chain link 50% installed. Painted courts scheduled to be completed the second week of August.
- Field 5, 4' chain link has been replaced with 6'
- Fields 2,3 and 7 center Back stop have been replaced and padding installed

Casino/pavilion

- Casino rentals for July 15 compared to 14 this time in 2024.
- Pavillion saw 1 rental.

Windmill Ridge

- Rany Graham is the new Club House manager.
- Windmill Ridge seen 732 daily guest rounds, 223 member rounds, 123 senior rounds, and 4 employee rounds. 1004 total.

PARKS

MONETT POLICE DEPARTMENT

1901 E. CLEVELAND AVE.

MONETT, Mo. 65708

GEORGE DAOUD, CHIEF OF POLICE

RE: MONTHLY REPORT FOR JULY 2025

DISTRIBUTION: Chief Daoud, Capt. Camp, City Clerk McMillan, City Administrator Ary, Mayor Burke, Commissioner Indovina, Commissioner Gaspar

DATE PREPARED: August 13th, 2025

POLICE REPORTS GENERATED:

Calls for service:	1263
Offense Reports:	134(Does not include GPRs)
Arrest Reports:	76
General Purpose Reports:	54 (Includes ACO GPRs)

ACCIDENT/ COLLISION INFORMATION:

Total number of collisions for the month 16

Total number of vehicles involved in collisions 30

Injury collisions for the month 3

Total number of vehicles damaged 30

Total number of persons injured 3

Private Property accidents reported on S.T.A.R.S. 2

Contacts:

Traffic Contacts	461
Ordinance Violations	62
	523

MONIES RECEIPTED IN BY THE MONETT POLICE DEPARTMENT:

Animal Control:	\$	570.00
Bonds:	\$	5584.50

ANIMAL CONTROL

GPR = 8
Offense = 3
Dogs Impounded = 11
Dogs to Humane Society = 0
Dogs to Animal Rescue = 5
Dogs to Owner = 2
Dogs Adopted = 2
Dogs to Vet = 3
Calls for the Month = 124

Investigation Stats for July 2025

<u>Investigator</u>	<u>Total Cases</u>	<u>Cases Closed</u>	<u>Case Open</u>
Det. Sgt. Landreth #310	9	6	3
Det. Brown #320	5	2	3
Det. Salazar #316	6	4	2
<u>Totals</u>	<u>20</u>	<u>12</u>	<u>8</u>

The totals above reflect cases from the month of July.

The following indicates cases closed in the month that were assigned in previous months:

	Closed
Det. Sgt. Landreth #310	5
Det. Brown #320	5
Det. Salazar #316	6
<u>Total</u>	<u>16</u>

The Criminal Investigations Division is currently actively investigating 125 cases. The oldest active case was assigned on 08-02-2022. The median age of these cases is 16 months.

SCHOOL RESOURCE/ CRIME PREVENTION DIVISION

Sergeant Jay Jastal

-Nothing to report. Covered patrol and used vacation time.

Monett Police Department

1901 E Cleveland Ave., Monett, MO 65708

Offense Charges Stats by Month and YTD

July 2025

Offense	Month	Current YTD	Previous YTD	Change
12 HOUR HOLD	1	13	8	5
48 HOUR SENTENCE	0	5	12	-7
AFFRAYS	0	2	3	-1
ANIMAL ABUSE & NEGLECT (O)	1	3	3	0
ARMED CRIMINAL ACTION	0	1	2	-1
ASSAULT (O)	0	8	13	-5
ASSAULT - 3RD DEGREE	0	4	5	-1
ASSAULT 1ST DEGREE	0	1	2	-1
ASSAULT ON LAW ENFORCEMENT (O)	1	4	1	3
ASSAULT-DOMESTIC (O)	6	24	19	5
BURGLARY 1ST DEG	1	4	7	-3
BURGLARY 2ND DEG	0	12	25	-13
CARELESS AND IMPRUDENT DRIVING (O)	0	1	6	-5
CHILD MOLESTATION - 2ND DEGREE -CHILD LESS THAN 12 YOA	1	1	1	0
DISCHARGE OF FIREWORKS IN CITY LIMITS (O)	0	1	2	-1
DISORDERLY CONDUCT	7	37	22	15
DOG RUNNING AT LARGE	2	12	10	2
DOMESTIC ASSAULT - 3RD DEGREE	2	8	1	7
DRIVING WHILE REVOKED (O)	3	38	40	-2
DRIVING WHILE SUSPENDED (O)	5	36	26	10
DWI (O)	8	33	46	-13
DWI-DRUG INTOXICATION	0	8	7	1
ENDANGERING THE WELFARE OF A CHILD (O)	2	9	7	2
FORGERY	2	11	2	9
FOUND PROPERTY	3	23	23	0
FOUND PROPERTY - DRUGS	1	1	0	1
FRAUD USE CRED/DEBIT DEVICE (VALUE OF \$500 OR MORE)	1	1	0	1
FRAUDULENT USE OF A CREDIT DEVICE AND/OR DEBIT DEVICE (O)	1	1	2	-1
FUGITIVE FROM OUT OF STATE (F)	0	6	2	4
GPR - 96 HOUR	1	2	6	-4
GPR - DOMESTIC DISTURBANCE	11	47	61	-14

Offense	Month	Current YTD	Previous YTD	Change
GPR - INFORMATION	28	146	151	-5
GPR - NOTICE OF TRESPASS	0	1	5	-4
GPR-AGENCY ASSIST	6	31	33	-2
GPR-STRAY DOG	8	70	69	1
HARASSMENT - 1ST DEGREE	2	5	7	-2
HARASSMENT-OTHER THAN PHONE (O)	2	6	6	0
ILLEGAL BURNING	1	3	0	3
INCORRIGIBLE JUVENILE	0	6	19	-13
LEAVING SCENE OF ACCIDENT - PROPERTY DAMAGE EXCEEDING \$1,000	0	4	4	0
LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT (O)	2	17	14	3
LITTERING (O)	0	3	2	1
MAKING A TERRORIST THREAT	1	1	0	1
MINOR IN POSSESSION OF ALCOHOL (O)	0	2	2	0
MISSING PERSON	0	3	5	-2
NO VALID OPERATORS LICENSE (O)	13	94	127	-33
NOTICE OF TRESPASS	2	3	1	2
OBSTRUCTING A POLICE OFFICER	0	6	8	-2
PEACE DISTURBANCE (O)	0	2	2	0
POSS OF MARIJUANA U/35G	0	0	2	-2
POSSESS CONTROL SUBSTANCE	3	25	19	6
POSSESSION OF DRUG PARAPHERNALIA (F)	1	15	14	1
POSSESSION OF DRUG PARAPHERNALIA (M)	2	3	0	3
POSSESSION OF DRUG PARAPHERNALIA (O)	0	1	2	-1
POSSESSION TRANSPORTATION OF OPEN ALCOHOL CONTAINERS	0	3	4	-1
PROPERTY DAMAGE	1	1	0	1
PROPERTY DAMAGE (O)	2	25	14	11
PROPERTY DAMAGE - 2ND DEGREE	3	9	3	6
PROPERTY DAMAGE 1ST DEGREE	4	15	9	6
RESISTING OR INTERFERING WITH ARREST (O)	2	16	15	1
RUNAWAY JUVENILE	2	3	3	0
SEXUAL MISCONDUCT (O)	1	2	3	-1
STALKING (M)	0	0	4	-4
STALKING FIRST DEGREE	1	1	0	1
STEALING (F)	5	32	31	1
STEALING (M)	0	8	13	-5
STEALING (O)	6	78	59	19

Offense	Month	Current YTD	Previous YTD	Change
STEALING - MOTOR VEHICLE	1	7	3	4
TAMPERING (O)	0	0	1	-1
TAMPERING WITH A VICTIM OR ATTEMPT TAMPERING WITH VICTIM	1	1	0	1
TAMPERING WITH MOTOR VEH-1ST DEGREE	2	6	3	3
TRAFFICKING DRUGS OR ATTEMPT- 1ST DEGREE	0	0	1	-1
TRESPASS 1ST (O)	0	3	6	-3
TRESPASS NOTICE	6	28	22	6
UNATTENDED DEATH	1	13	7	6
UNLAWFUL USE OF WEAPON	1	2	0	2
UNLAWFUL USE OF WEAPON - SUBSECTION 4 - EXHIBITING	0	1	3	-2
VIOLATION OF ORDER OF PROTECTION FOR ADULT - 1ST OFFENSE	0	1	9	-8
VOID	0	3	4	-1
WARRANT ARREST-MONETT	24	109	84	25
WARRANT ARREST-OTHER AGENCY	14	73	71	2
Totals:	208	1244	1228	16



PUBLIC WORKS

MONTHLY REPORT

JULY 2025



PUBLIC WORKS

MONTHLY REPORT

CEMETERY CREW

- Four total funerals; one full size/traditional burial and three cremation burials.
- Two funerals were managed by Buchanan Funeral Home and two privately managed by family.
- Two funerals took place on Saturdays.
- Four grave plots sold at I.O.O.F. cemetery.
- The crew finished spraying Chip-n-Seal streets before sealing.
- Weedeated Central from Cleveland Ave. South to Euclid St. on July 3RD to look nice for the 4TH of July celebration traffic and visitors.
- Parking lots weedeated and sprayed; City Hall, West of City Hall (paid parking), 2ND St. and Bond St.
- Ditches weedeated; Cale/Logan, football field/13TH St., north 4TH St.
- Guardrails weedeated and sprayed; Centennial bridge, Chapell Dr./Cleveland Ave., all three on Eisenhower St., Dairy St. at Schreiber's.
- Trucks 70 and 73 serviced.
- Cemetery block markers in I.O.O.F. and Oakdale were trimmed around and sprayed.
- Johnson grass in all cemeteries trimmed and treated.
- Slightly below average mowing and weedeating in cemeteries.
- Slightly below average grave maintenance due to lack of precipitation and fewer full-size burials.
- Trimmed low hanging tree branches in cemeteries and outside lots.

OUTLOOK

- Looking ahead to August, the crew will continue to catch up on parking lots, mow Centennial bridge hillsides, weedeat and treat the rockyard and compost areas. Maintain regular cemetery maintenance and funerals as they arise.

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 Laurence 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 completed another successful year of Chip-n-Seal covering 113,117 square yards. Applying 989.77 Tons of aggregate (1,979,547.5 pounds), 21 tanker loads over 39,000 gallons of emulsion requiring Dustin to travel over 1,205 miles in the tanker rig!
- The second Kiwanis Miracle playground has been installed by the Street department at South Park A "Hovernent" system. Both this system and the other installed by Ozark Mountain Installations are awaiting the delivery of 171 cubic yards of playground fiber (wood mulch sized and sorted to C.P.S.C. standards). Due to arrive in the next week or so.
- The city property at the south end of Eastwood Dr. cleared of storm debris.

OUTLOOK

- Finish up the two playground systems at South Park.
- Get the striping crew out for crosswalks before school starts.
- Start up city wide brush collection.
- Return to mowing of the city right-of-ways.