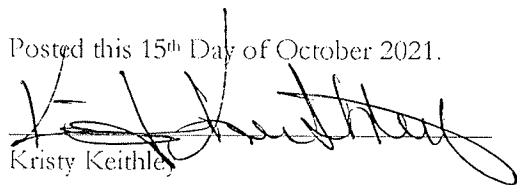


NOTICE OF MEETING

PUBLIC NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF CLEVER, MISSOURI WILL BE HELD AT THE CLEVER CITY HALL, 304 S CLARKE AVE, CLEVER, MISSOURI ON OCTOBER 19, 2021, AT 6:30PM TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINED TO BE APPROPRIATE FOR DISCUSSION AT THE TIME:

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE
2. MINUTES: September 14, 2021
3. FINANCIALS
 - a. Revenue - Admin: \$63,225.73 St: \$9,620.83 Crt \$2,487.50 Water \$71,004.45 Sewer \$32,352.57
Expenditures - Admin: \$44,364.98 St: \$2,198.91 Crt \$1,235.50 Water \$47,059.71 Sewer \$36,990.82
4. WATER/WASTEWATER
 - a. Ronnie Keithley – Water Report
 - b. Bert Bond – Wastewater Report
 - c. Bill 27-2021 Ordinance 550: Agreement with Mo Dept of Social Services & Utility Suppliers
5. COURT
 - a. Written
6. STREETS/PARKS/GROUNDS
7. PLANNING AND ZONING
 - a. M & T Rentals – Replat Lot 4 & 6 (Hwy K by car wash)
 - b. Bill 26-2021 Ordinance 549: Regulating Temporary Portable Storage Units
8. POLICE
 - a. Quarterly Report
 - b. Citizen Recognition
9. ADMINISTRATION
 - a. Tiffany Mills – Tiffany's Grooming – Home Based Business Application
 - b. Bill 25-2021 Ordinance 548: Amending Article XIII: Tobacco, Alternative Nicotine, Vapor
 - c. Bill 24-2021 Ordinance 547: Amending Chapter 205: Animal Regulations
 - d. Discussion on allowing chickens within the City limits

Posted this 15th Day of October 2021.


Kristy Keithley

MINUTES

Mayor Maisel called the regular meeting to order at 6:30 pm with the reciting of the Pledge of Allegiance.
Aldermen present: Priebe, Larson, and Schmidt; McPhail absent. Refer to sign in sheet for all others present.

MINUTES

Priebe made the motion to approve the minutes of July 20, 2021. Schmidt 2nd the motion passed with 3 ayes.

FINANCIALS

Priebe made the motion to approve the July financials as presented: Revenue - Admin: \$80,288.15 St: \$13,103.37 Crt \$4,866.48 Water \$59,500.34 Sewer \$29,571.48 Expenditures - Admin: \$106,251.52 St: \$1,325.12 Crt \$1,961.50 Water \$40,080.43 Sewer \$24,543.18. Larson 2nd the motion and motion passed with 3 ayes.

Schmidt made the motion to approve the August financials as presented: Revenue - Admin: \$54,742.88 St: \$6,768.58 Crt \$3,147.00 Water \$55,780.22 Sewer \$26,504.97 Expenditures - Admin: \$50,324.12 St: \$270,530.59 Crt \$6,193.48 Water \$18,271.38 Sewer \$28,435.06. Priebe 2nd the motion and motion passed with 3 ayes.

WATER/WWTP

Mr. Keithley submitted a written report.

Mr. Bond submitted a written report.

Priebe made the motion to approve the Director's Report and the Adjustment Report \$189.82 for July.
Larson 2nd the motion and passed with 3 ayes.

Priebe made the motion to approve the Director's Report and the Adjustment Report \$296.73 for August.
Schmidt 2nd the motion and passed with 3 ayes.

COURT – written.

Discussion was held on the possibility of transferring the municipal court over the Christian County. This item is to be placed on the November agenda for further discussion.

STREET/PARKS/GROUNDS

Mr. Keithley submitted a written report.

Mrs. Allison Price was present to ask the Board permission to place a memorial marker for her daughter in the city park. Mrs. Price is thinking a tree and/or a park bench. Board does not have a problem with this and wants Mrs. Price to work with Mr. Keithley on this project.

Priebe made the motion for the 1st reading of Bill 20-2021 Ordinance 543 by title: An Ordinance of the City of Clever, Missouri, Amending Schedule II -Stop Signs by title with copies available to the public. Schmidt 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

Larson made the motion for the 2nd reading and final passage of Bill 20-2021 Ordinance 543 by title: An Ordinance of the City of Clever, Missouri, Amending Schedule II -Stop Signs by title with copies available to

the public. Priebe 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

Schmidt made the motion for the 1st reading of Bill 23-2021 Ordinance 546 by title: An Ordinance of the City of Clever, Missouri, Amending Section 320.030 And Schedule I of the City of Clever Code Book by title with copies available to the public. Larson 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

Priebe made the motion for the 2nd reading and final passage of Bill 23-2021 Ordinance 546 by title: An Ordinance of the City of Clever, Missouri, Amending Section 320.030 And Schedule I of the City of Clever Code Book by title with copies available to the public. Priebe 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

PLANNING AND ZONING – no new business

POLICE – no new business

ADMIN

Heidi Mailhot of 412 Little Ave was present to request a home-based business for refurbishing furniture. Mrs. Mailhot informed the Board that she had rented a storage unit and that all furniture would be stored in this location and only the refurbishing would be done at her home. Mrs. Mailhot was informed of a complaint of traffic and sales being done out of her home. She explained that there is some business traffic, but she has a large family that comes over to visit. Mrs. Mailhot agrees that not storage or sales out of her residence.

Priebe made the motion to approve Little Red Wagon Bazaar's business license with the modification of the address for inventor and sales to the storage location and future sales are from storage location. Schmidt 2nd the motion and passed with 3 ayes.

Discussion on the tobacco ordinance was held and would like to modify for age only.

Priebe made the motion for the 1st reading of Bill 19-2021 Ordinance 542 by title: An Ordinance of the City of Clever, Missouri, amending Article XIII: Offenses Concerning Tobacco, Alternative Nicotine Products or Vapor Products of the City of Clever Code Book by title with copies available to the public. Larson 2nd the motion and failed by roll call vote: Priebe – Naye, Larson – Naye, Schmidt – Naye, McPhail – Absent.

Schmidt made the motion for the 2nd reading and final passage of Bill 19-2021 Ordinance 542 by title: An Ordinance of the City of Clever, Missouri, amending Article XIII: Offenses Concerning Tobacco, Alternative Nicotine Products or Vapor Products of the City of Clever Code Book by title with copies available to the public. Larson 2nd the motion and failed by roll call vote: Priebe – Naye, Larson – Naye, Schmidt – Naye, McPhail – Absent.

Discussion was held on the animal ordinance, and it was brought up that the City of Clever's has some breed specific items that will need to be addressed.

Schmidt made the motion for the 1st reading of Bill 21-2021 Ordinance 544 by title: An Ordinance of the City of Clever, Missouri, amending Chapter 205: Article II: Animal Regulations of the City of Clever Code Book by title with copies available to the public. Priebe 2nd the motion and failed by roll call vote: Priebe – Naye, Larson – Naye, Schmidt – Naye, McPhail – Absent.

Larson made the motion for the 2nd reading and final passage of Bill 21-2021 Ordinance 544 by title: An Ordinance of the City of Clever, Missouri, amending Chapter 205: Article II: Animal Regulations of the City of Clever Code Book by title with copies available to the public. Schmidt 2nd the motion and failed by roll call vote: Priebe – Naye, Larson – Naye, Schmidt – Naye, McPhail – Absent.

Priebe made the motion for the 1st reading of Bill 22-2021 Ordinance 545 by title: An Ordinance of the City of Clever, Missouri, Title VI Business and Occupation; Section 605.200 Garage Sales of the City of Clever Code Book by title with copies available to the public. Larson 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

Larson made the motion for the 2nd reading and final passage of Bill 22-2021 Ordinance 545 by title: An Ordinance of the City of Clever, Missouri, Title VI Business and Occupation; Section 605.200 Garage Sales of the City of Clever Code Book by title with copies available to the public. Schmidt 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Absent.

Larson made the motion to adjourn at 7:50pm. Schmidt 2nd the motion and passed with 3 ayes.

Respectfully Submitted,

Date Approved: _____

Melissa Lansdown – Deputy City Clerk

Dale Maisel – Mayor

WATER/
WWTP

October 2021 Council Report

Water and Sewer

Everything seems to be working properly in the water system with no leaks to report. We had a fire hydrant that got hit over off 14 Hwy. We got it repaired with no issues.

We fixed 23 sewer clean out caps that we found broken during our smoke testing. We still have a few manhole lids that we must get sealed up and see how much that helps with the infiltration. We are planning to do our next round of smoke testing soon.

Streets and Parks

We finally got the new street signs for Loyal St, Nola St, Meadow brook Ave, and Chrysler Ave. I am hoping that the new picnic tables come in soon for the park pavilion. We got busy so the playground equipment has not been ordered yet. I am planning to get more bids as it slows down for the winter.

The new Code Enforcement / Animal Control position has been filled. Brent Jack started the position and has had a busy last couple week reviewing codes and is already taking complaints. He is doing a good job so far. He has begun working on the animal holding facility.

As you guys are aware Nick Lippold put in his resignation letter. His last day was October 13th. We have several applications and will begin interviews soon.

If you have any questions, please contact me.

Thanks

Ronnie Keithley
Public Works Director

Director's Report

DISTRIBUTION EFFICIENCY SUMMARY

	Gallons	Percent
Water Supplied to System	6,171,700	100.0%
Water Sold to Customers	5,819,370	94.3%
Utility Use (fire, flushing)	250,000	4.1%
Water Lost	-102,330	1.7%
Average Use Per Account	5,047	
Accounts Using Water	1,153	

	WATER	TRASH	PRIMACY	RES SALES	BUSINESS S	SEWER
Charges	\$28,384.00	\$14,815.10	\$443.26	\$418.31	\$73.36	\$26,486.61
Count	1153	1063	1149	1091	36	1140
Average	\$24.62	\$13.94	\$0.39	\$0.38	\$2.04	\$23.23

CITY OF CLEVER ADJUSTMENT REPORT

09/28/21 8:36 AM

Page 1

Account	Billing Name	Date	Charge Name	Amount	Comment	Type
01-00001137-00-3	PEERY, COLLEEN & LUCA	09/14/21	RES SALES TAX	(\$2.41)	fixed leak	Adjustment
01-00001137-00-3	PEERY, COLLEEN & LUCA	09/14/21	WATER	(\$137.60)	fixed leak	Adjustment
00-00002804-00-8	PAGE, DEAN & MARGIT	09/16/21	WATER	(\$4.71)	CLOSED ACCT NO LATE FEE NEEDED	Adjustment
01-00000947-00-3	SMITH, TYLER	09/03/21	NSF AMOUNT	\$190.92	ach nsf	Adjustment
01-00000947-00-3	SMITH, TYLER	09/03/21	NSF CHARGE	\$27.50		Adjustment
01-00002721-00-5	CLAYBOUGH, LANDEN	09/03/21	NSF AMOUNT	\$41.93	ACH NSF	Adjustment
01-00002721-00-5	CLAYBOUGH, LANDEN	09/03/21	NSF CHARGE	\$27.50		Adjustment
01-00000025-00-2	PHELPS, GUIN	09/02/21	RES SALES TAX	(\$0.50)	fixed leak	Adjustment
01-00000025-00-2	PHELPS, GUIN	09/02/21	WATER	(\$28.87)	fixed leak	Adjustment
00-00002836-01-2	LYLES, SALLY & CALEB	09/02/21		(\$60.00)	dep overage kept for LL depo	Adjustment
01-00002217-00-3	CUNNINGHAM, CHERYL	09/01/21	RES SALES TAX	(\$0.89)	fixed leak	Adjustment
01-00002217-00-3	CUNNINGHAM, CHERYL	09/01/21	WATER	(\$50.72)	fixed leak	Adjustment
00-00002970-01-5	JONES, BRINA & TANNER	08/31/21		(\$64.78)	DEP OVERAGE	Adjustment
01-00000180-00-2	WOODY, TRENT & MELIS	08/25/21		\$44.59	DEP OVERAGE TRANS TO NEW ADD	Adjustment
00-00002969-05-3	WOODY, TRENT	08/25/21		(\$44.59)	DEP OVER TRANS TO NEW ADD	Adjustment
				(\$62.63)		

CITY OF CLEVER
AGED ACCOUNTS

09/28/21 8:32 AM

Page 1

Account	Full Billing Name	3 Per Overdue	Full Property Address
00-00002748-00-7	BALDUS, BRANDI	\$48.66	204 E MEADOWBROOK
00-00002458-01-2	<i>Darst Properties</i>	\$25.66	105 SPRUCE AVE
00-00002391-07-8	SCHUCHMANN GROUP	\$23.34	410 BRADFORD PEAR
00-00002381-07-5	SCHUCHMANN GROUP	\$23.34	408 BRADFORD PEAR
00-00001825-01-9	BASINGER, JEREMY & SARA	\$30.12	311 N CHEYENNE
00-00001785-00-7	BRUCE, RANDALL & JENNIFER	\$16.10	406 LYNN DRIVE
00-00002827-01-0	NOE, REGINA & JAMES	\$79.35	103 E NOLA STREET
00-00002299-01-1	BODENHAMER, KYLE	\$33.08	709 W LAKE
00-00002770-04-0	BRIZENDINE, AMANDA	\$14.07	227 EAGLE CIRCLE
01-00000233-00-7	WILLIAMS, LUCINDA	\$112.01	101 W BROWN
		\$405.73	

**A SPECIAL ORDINANCE OF THE CITY OF CLEVER, MISSOURI AUTHORIZING THE
EXECUTION OF A LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SUPPLIER AGREEMENT WITH MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY
SUPPORT DIVISION.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEVER, MISSOURI, THAT:

SECTION I. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as an agreement of the City of Clever, Missouri.

SECTION II. The Mayor and the City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Clever, Missouri, and to affix the municipal seal thereto and attest the same.

FIRST READING BY TITLE WITH COPIES AVAILABLE TO THE PUBLIC HELD ON THIS 19th
DAY OF OCTOBER 2021

	Aye	Nay
Alderman PREIBE	_____	_____
Alderman FULLER	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

Mayor (in case of tie)

SECOND READING AND FINAL PASSAGE HERE ON THIS 19TH DAY OF OCTOBER 2021.

	Aye	Nay
Alderman PREIBE	_____	_____
Alderman FULLER	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

Mayor (in case of tie)

Approved Date: _____

(SEAL)

DALE MAISEL, Mayor

Attest:

KRISTY KEITHLEY, City Clerk

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
And
WATER/WASTEWATER SUPPLIERS**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Water/Wastewater Supplier stated below, (hereinafter referred to as the Supplier) shall be as follows:

(Name of Company)

- 1.2 Missouri's Low Income Household Water Assistance Program (LIHWAP) is authorized under Section 553 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, Office of Community Services (OCS) has closely modeled the LIHWAP terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
- 1.3 This agreement shall govern the purchase of water/wastewater services from the Supplier on behalf of households eligible for LIHWAP. Funds awarded shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover or reduce arrearages, rates, and fees associated with reconnection or preventions of disconnections of service, and rate reduction to eligible households for such services. This agreement is for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- 1.4 The parties acknowledge that this agreement and the services provided by the Supplier are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP supplemental terms and conditions.

2. Definitions

- 2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHWAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 **Eligible Customer** – a household that makes application for assistance under LIHWAP, is determined eligible for benefits by the Department or contractor, and is accepted by the Supplier as an active account.
- 2.3 **Payment** – a line of credit payment to the Supplier equal to the maximum subsidy per eligible customer as set forth in Attachment A of this agreement.

3. Terms of Agreement/Modifications

- 3.1 The agreement period shall be effective October 1, 2021 through September 30, 2023. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become effective upon signature by authorized representatives of the Supplier and the Department and shall apply to water/wastewater assistance to eligible customers under LIHWAP in accordance with the following program period, as established above.
- a. Water/Wastewater: home drinking water and wastewater consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year – not to extend past September 30, 2023.
- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the Supplier and the Department prior to the effective date of

such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.

- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. **Responsibilities of the Parties**

4.1 The Department agrees to:

- a. Provide the Supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their primary water/wastewater supplier. These listings shall include at least the following data elements:
 1. Complete name of eligible customer;
 2. Complete address of eligible customer;
 3. Customer account number provided on the Supplier's billing information;
 4. Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 5. Social Security Number of the customer supplied by the Department.
- b. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the Supplier.

4.2 The Supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The Supplier shall complete and submit to the Department Exhibit #1 – Supplier Information and the signed agreement the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Household Water Assistance Program, the Supplier:
 1. Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, or price of home water offered to eligible customers in relation to its other residential customers.
 2. Shall return Customer Eligibility Listings (CEL's) to the Department within **fifteen (15) calendar days** after they are received, indicating whether the LIHWAP payment to be made on behalf of the eligible customer can be accepted by the Supplier. If the Supplier notifies the Department that they cannot accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made on behalf of the eligible customer. If the Supplier **fails to return** a CEL within a **thirty (30) calendar day** timeframe, **direct payments** will be made on behalf of **all customers** who appeared on said listing.
 3. Shall accept the LIHWAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHWAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies.
 4. Shall credit, through normal billing process, the full amount of the LIHWAP pledge received to an eligible customer's account. The Supplier may apply any portion of the received LIHWAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHWAP pledge is applied to the eligible customer's previous account balance.
 5. Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department and consider continued provision of water and wastewater services to the eligible customer who maintains their deferred payment plan for the duration of this agreement.
 6. Shall provide water and wastewater services at least equivalent to the amount of the pledge made by the Department on behalf of the eligible customer. Services shall be restored or continued during the service period covered by the payment for at least thirty (30) calendar days from the date of the pledge made on behalf of the eligible customer.

7. Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the Supplier agrees to accept a LIHWAP payment.
8. Shall not transfer any portion of the LIHWAP payment made on behalf of an eligible customer to any other customer's account.
9. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account because of the LIHWAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th, notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHWAP payment is received.
10. Shall refund any LIHWAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the Supplier or leaves the Supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by the end of the program year (September 30th).
11. In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than September 30th of each program year.
12. Refunds must include the following information: Customer name and address, date of LIHWAP payment to the Supplier, and reason for return.
13. Shall not accept the LIHWAP payment on behalf of customers with the following account status:
 - a. Inactive Account: an account on which service was terminated and the Supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - b. Commercial Account: an account identified by the Supplier via rate structures or other means as generally being utilized by a commercial business;
 - c. Not Our Customer: an account which the Supplier is unable to identify via existing records as being a customer of the company;
 - d. Invalid Account Number: an account which the Supplier is unable to identify via existing records the customer account number;
 - e. Needs Additional Payment: an account on which the Supplier needs additional funds to restore and continue services;
 - f. Negative Customer Response: an account which the Supplier is able to verify, but, the customer failed to call and make an appointment to restore services; or
14. Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:
 - Complete name of eligible customer (account holder);
 - Complete address of eligible customer;
 - Customer account number of eligible customer; and
 - Social Security Number of the customer supplied by the Department.

5. Payments

- 5.1 The Department agrees to provide payment to the Supplier within fifteen (15) calendar days for those customers on whose behalf the Supplier has agreed to accept payment.
 - a. Failure to submit the CELs within the time frames set forth in this agreement may delay payment to the Supplier.
- 5.2 The Supplier is encouraged to participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 If funds for payment of service costs of eligible customers are not sufficient to permit the Department to reimburse the Supplier in accordance with the payment maximums specified in Attachment A, the Department will prorate payments to the Supplier on the basis of the total obligations for water and wastewater services costs of all eligible customers in Missouri and the amount of funding available to meet

these obligations. The Department will utilize this procedure until all available funding for the payment of water and wastewater services costs of eligible customers has been expended.

6. Monitoring/Reporting

6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to the Supplier at the end of the program year. The Supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

- a. The complete name and address of each eligible customer;
- b. The customer's account number;
- c. The Social Security Number of each customer;
- d. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year;
- e. The amount of an eligible customer's outstanding account balance at the time the Supplier agreed to accept the LIHWAP payment if the Supplier used the payment in accordance with this agreement;

7. Confidentiality

7.1 The Supplier shall understand that all discussions with the Supplier and all information gained by the Supplier as a result of the Supplier's performance under this agreement shall be confidential. The contractor shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

7.2 The Department shall only use information provided by the Supplier about the account of an eligible customer for administering LIHWAP. The Department shall obtain the same agreement from any of its Suppliers.

7.3 The Supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHWAP. This agreement shall immediately be declared null and void if the Supplier is determined to be out of compliance with privacy and confidentiality laws

7.4 The Supplier shall ensure that all persons in its employ who are authorized to have access to or use information obtained from the Department understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, attest to such understanding in writing by signing a DSS Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". The Department shall deny access to information if the Supplier is determined to be out of compliance. The Department may declare this agreement null and void if the Supplier is determined to be out of compliance with the agreement.

7.5 The Supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until any litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed. Upon request of the Department, the Supplier shall permit authorized representatives of the Department, and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the Supplier's compliance with the provisions of this agreement.

8. Fraud Prevention and Reporting

8.1 The Supplier shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the Department of Social Services (DSS), Division of Legal Services (DLS). The Supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all DLS investigations of suspected fraud or abuse or misconduct.

8.2 The Supplier may be prosecuted under applicable federal or state law or both for false claims, statements, or documents, or concealment of material fact.

9. Termination

9.1 Termination of this agreement without cause may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive. Additionally:

- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon terminate immediately upon receipt of written notice from the Department;
- b. Either party may terminate this agreement immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
- c. The Supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The Supplier shall cancel as many outstanding obligations as possible.

10. **Debarment Certification**

- 10.1 The Supplier, by signing the signature page of this original agreement and any amendment signature page(s), certifies that the Supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Supplier should complete and return the attached certification regarding debarment, etc., Exhibit #2 with the agreement. The Supplier must satisfactorily complete this certification prior to award of this agreement.

11. **Business Compliance**

- 11.1 The Supplier must comply with the laws regarding conducting business in the State of Missouri. The Supplier certifies by signing the signature page of this original document and any amendment page(s) that the Supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The Supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable);
 - b. Certificate of authority to transact business/certificate of good standing (if applicable);
 - c. Taxes (e.g., city/county/state/federal);
 - d. State and local certifications (e.g., professions/occupations/activities);
 - e. Licenses and permits (e.g., city/county license, sales permits); and
 - f. Insurance (e.g., worker's compensation/unemployment compensation).
- 11.2 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.
- 11.3 In the event the Supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the Supplier shall include in its contracts with any other party this agreement as an incorporation by reference.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the Supplier. In witness thereof, the Department and the Supplier hereby execute this agreement.

Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

EXHIBIT #1: SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND EXHIBIT #2. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME _____

COMPANY MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

COUNTY _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

E-MAIL ADDRESSES (Primary) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

(Other) _____

Water and wastewater services _____

For State Office Use Only:

Supplier Number Assigned: _____

HOUSEHOLD SIZE	MONTHLY INCOME AMOUNTS
	0%-60% STATE MEDIAN INCOME (SMI)
1	\$0-2,211
2	\$0-2,891
3	\$0-3,571
4	\$0-4,252
5	\$0-4,932
6	\$0-5,612
7	\$0-5,740
8	\$0-5,868
9	\$0-5,996
10	\$0-6,124
11	\$0-6,252
12	\$0-6,380
13	\$0-6,508
14	\$0-6,636
15	\$0-6,764
16	\$0-6,892
17	\$0-7,020
18	\$0-7,148
19	\$0-7,276
20	\$0-7,404

Benefit Amount
Not to exceed \$750.00

Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Company Name	_____ DUNS #
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
_____ Authorized Representative's Signature	_____ Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension or debarment.

COURT

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: Clever Municipal		Reporting Period: Sep 1, 2021 - Sep 30, 2021	
Mailing Address: 304 SOUTH CLARK AVENUE, PO BOX 52, CLEVER, MO 65631					
Physical Address: 304 SOUTH CLARK AVENUE, PO BOX 52, CLEVER, MO 65631				County: Christian County	
				Circuit: 38	
Telephone Number: (417)7432544			Fax Number:		
Prepared by: KRISTY KEITHLEY			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				1	138
B. Cases (citations/informations) filed				0	41
C. Cases (citations/informations) disposed					
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				0	12
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	8
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				0	14
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				0	34
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				1	145
E. Trial de Novo and/or appeal applications filed				0	0
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)				<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period		9		1. # Issued during period	
2. # Served/withdrawn during reporting period		9		<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		107			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Clever Municipal	Reporting Period: Sep 1, 2021 - Sep 30, 2021
--------------------------	--------------------------------	--

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, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$783.00	Court Automation	\$91.00
Clerk Fee - Excess Revenue	\$143.00	Total Other Disbursements	\$91.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$4.81	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,235.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$930.81	Total Disbursements	\$1,235.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$13.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$13.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$92.69		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$26.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$26.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$3.00		
Restitution	\$40.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$213.69		

STREETS
PARKS
GROUNDS

PLANNING
&
ZONING

City of Clever
Planning & Zoning Department
P.O. Box 52
Clever, MO 65631

LOT SPLIT APPLICATION

LEGAL OWNER(s):

NAME:

M + T Rentals

STREET ADDRESS OWNER(s):

CITY, STATE, ZIP CODE:

PHONE NUMBER:

BILLING ADDRESS:

P.O. Box 255

NAME OF ENGINEER/SURVEYOR:

Gunter

Engineer/Surveyor Address, Phone:

PROPERTY INFORMATION:

NAME OF SUBDIVISION:

Replat Lot 4 & 6

ADDRESS OF LOT:

ADDRESS OF PROPOSED LOT:

EXISTING ZONING:

Commercial

PROPOSED USE OF PROPERTY:

Storage Units

PROPOSED ZONING:

Commercial

NUMBER OF LOTS AFTER SPLIT:

TO THE BEST OF MY KNOWLEDGE and BELIEF, DATA IN THIS APPLICATION AND ALL ATTACHMENTS THERETO are TRUE and CORRECT.

OWNER(s) SIGNATURE:

M + T Rentals LLC

Date:

8/19/2021

NAME(s) (print):

Mark Maples

RECEIVED BY:

[Signature]

Date:

8/19/2021

DATE OF P & Z MEETING:

9/23/2021

-passed

FEE: \$85.00

**AN ORDINANCE OF THE CITY OF CLEVER, MISSOURI, DEFINING AND REGULATING
TEMPORARY PORTABLE STORAGE CONTAINERS WITHIN THE CITY LIMITS OF THE
CITY OF CLEVER**

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY
OF CLEVER, COUNTY OF CHRISTIAN, STATE OF MISSOURI, AS FOLLOWS:**

SECTION I: PURPOSE

The purpose of these regulations is to regulate the use and location of portable storage units. These units are typically known by the names: PODS (Portable On Demand Storage Units), SAM (Store and Move), Smart Box USA, and UNITS. These types of units are typically used for moving, temporary storage during construction and other purposes as may be listed below.

SECTION II: DEFINITION

For the purposes of this section, the term "portable storage unit" shall mean any rentable or leasable enclosed unit of durable construction or material, eight feet in width by eight feet in height by seven to 16 feet long, designed for temporary storage, which can be transported by truck, left on site, or are filled and removed and stored at a central location.

SECTION III: PROVISIONS

Notwithstanding any contrary provisions of this article, a temporary portable storage container located outside of a fully enclosed building or structure is allowed within all the city's residential, commercial, and industrial zone districts subject to the following provisions:

- (A) Storage and or use of temporary portable storage containers within the city's commercial or industrial zone districts is a permitted use without limitation to the number of units or their duration; however, their placement and/or location on a commercial or industrial zoned property shall not occur within the front setback line of the principal structure.
- (B) A property owner may locate a temporary portable storage container on site within the residential zone districts of the city for a period of 30 days without obtaining a building permit, when the resident is moving from or to the city, or when making repairs to the residence that typically do not require a building permit, such as but not limited to replacing carpet, refinishing hardwood floors, painting, etc., or for making property damage restoration caused by flooding, fire or natural storm events. The city requests that the property owner notify the building inspection department when placing a temporary portable storage container on the property. Absent notification to the city, the property owner shall provide documentation of the temporary storage container's delivery date to the code official, which shall constitute the origination of the 30-day permitted time period.
- (C) A property owner wishing to place a temporary portable storage container on a residentially zoned lot when performing construction, remodeling or redevelopment of a permanent, on-site building that requires a building permit shall obtain a miscellaneous building permit from the city's building inspection department for the temporary portable storage. The building permit shall be prominently displayed either on the front exterior surfaces of the unit in a plastic liner or in the front window of the on-site principal structure.

- (D) When applying for a miscellaneous permit, the applicant shall submit a site drawing showing the location on the property where the temporary portable storage containers is to be located, the size of unit and the temporary portable storage container's distance from all applicable property lines and other buildings or structures.
- (E) The property must be occupied by a principal building. At no time shall a temporary portable storage container be allowed on an undeveloped or vacant lot.
- (F) The maximum size of any temporary portable storage containers shall not exceed eight feet in width, eight feet in height and 16 feet in length.
- (G) No temporary portable storage containers shall be placed on the property in such a manner to encroach on property not owned by the permit applicant. It shall not be located on public right-of-way. It shall not cause visual obstruction to motor vehicle operations or to those individuals leaving the permit applicant's property entering public right-of-way.
- (H) Within residential zone districts, a temporary portable storage container shall be placed in a driveway or in the rear yard.
- (I) Only one temporary portable storage container is allowed on a lot at any given time for a period not to exceed 30 days. The City's Code Enforcement Officer may permit more than one container and grant up to one extension of not more than an additional 30 days, provided the property owner has a valid permit for the temporary portable storage container and he can demonstrate that extenuating circumstances exist for the additional containers and extension.
- (J) No more than three permits may be issued within a 12-month period and a minimum of 20 days shall expire between the issuance of a permit for the same property.
- (K) A temporary portable storage container shall have no signage other than the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the storage unit.
- (L) The owner, operator and/or renter of the temporary portable storage container shall be responsible to ensure that the storage unit is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks. When not in active use, whether loaded or empty, the temporary portable storage container shall be kept locked. The owner, operator and/or renter of any on-site temporary portable storage container is prohibited from storing any and all hazardous substances. No utility services shall be provided to a storage trailer or storage container.
- (M) No temporary portable storage container shall be physically connected, in any manner, to any structure or building or another storage trailer or storage container.
- (N) No temporary portable storage container shall be stacked on top of another storage container, or on top of any building.

SECTION IV: VIOLATIONS

If a person is found in violation or in noncompliance with this Chapter as specified, the Code Enforcement Officer may cause a municipal court summons to be issued and the City Attorney may institute a court proceeding to obtain an injunction to restrain, correct or abate such violation, or to require removal or termination of the provisions of this code or of any order or direction made pursuant thereto.

Each day a violation continues shall be deemed a separate offense.

SECTION V: This ordinance shall be in full force form and after its passage and approval.

FIRST READING BY TITLE WITH COPIES AVAILABLE TO THE PUBLIC HELD ON THIS 19th DAY OF OCTOBER 2021

	Aye	Nay
Alderman PREIBE	_____	_____
Alderman FULLER	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

Mayor (in case of tie)

SECOND READING AND FINAL PASSAGE HERE ON THIS 19TH DAY OF OCTOBER 2021.

	Aye	Nay
Alderman PREIBE	_____	_____
Alderman FULLER	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

Mayor (in case of tie)

Approved Date: _____

(SEAL)

DALE MAISEL, Mayor

Attest:

KRISTY KEITHLEY, City Clerk

POLICE

The City of Clever Police Department 3rd Quarter Report

July - September Traffic Stops

CITATIONS

117

WARNINGS

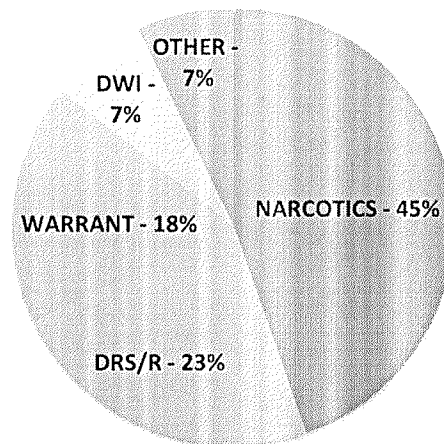
339

TOTAL

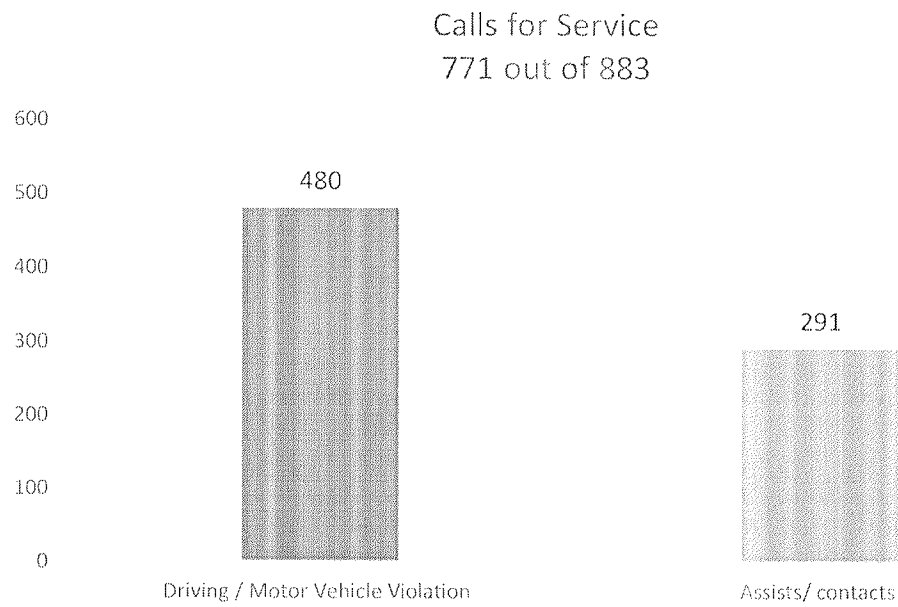
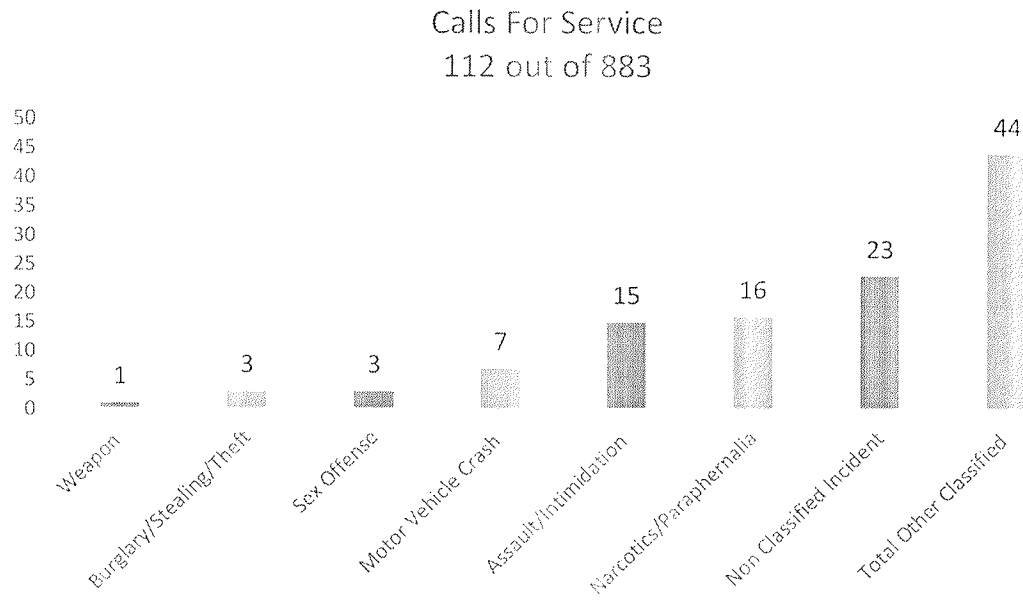
456

0 50 100 150 200 250 300 350 400 450 500

ARREST



The City of Clever Police Department 3rd Quarter Report



The City of Clever Police Department 3rd Quarter Report

Other Items

- Child Victim and Sexual Abuse Task Force Meetings at Christian County PA with other Chiefs, Chief Juvenile Officer, Sheriff, and Prosecuting Attorney (Chief Lofton).
- Narcotic Task Force Meetings at Christian County PA with Detectives and Narcotic Officers from other agencies and Prosecuting Attorney (Officer Hicks).

Grants

- CPD applied and received \$22k+ in grant funding in relation to crimes involving children as victims, which will be directly applied to specific advanced training for all Officers on staff.
- CPD applied for a grant with MoDOT and was awarded \$6,177.60 for electronic citation equipment.
- MoDOT Traffic Grants
 - Driver Sober or Get Pulled Over Campaigns
 - CPS
 - Independence Day DWI

Clever School District

- Training on Active Shooter/Threat during allocated time (limited to 2 hours) from the School District (Chief Lofton).
- Structure and implementation on notification process for SRO / Law Enforcement involvement on issues and incidents at the School District, with flow chart graphs (Chief Lofton and CCJO Chief Perry Barnes).
- Officer Strodman has completed all training and is a certified DARE instructor, currently instructing Pre-K, Kindergarten, 1st Grade, assisting Deputy Whitaker with 5th Grade, and structuring the classes for the upcoming 7th Grade session.
- Officer Munhollon has structured and implemented a new functional and logical parking system for the high school.

Women's Self Defense Class

- Three sessions (2 hours Wednesday evening for three weeks) free for baseline information for attendees, in reference to situational awareness and safety (instructed by Sergeant Bouldin).

ADMIN



APPLICATION FOR HOME BASED BUSINESS

Under limited circumstance Home Based Business occupations are allowed in zoning districts that otherwise do not allow business operations. The definition of such an occupation is as follows:

HOME OCCUPATION: A commercial activity that:

1. Is conducted by a person on the same lot (in a residential district where such person resides), and
2. Is not so insubstantial or incidental or is not so commonly associated with the residential use as to be regarded as an accessory use.

Name of the Business: Tiffany's Grooming

Type of Business: Dog grooming

Physical Address of the Business: 126 E Chrysler st.

Mark the appropriate response:

Yes ☒ No ☐ Will the home occupation be operated by family members residing on the premises?

Yes ☐ No ☒ Will there be changes made to the outward appearance of the dwelling or property, either in part or whole, made as a result of the home occupation?

Yes ☐ No ☒ Will the home occupation generate traffic, parking, sewerage or water use in excess of what is normal for surrounding residential uses?

Yes ☐ No ☒ Will the home occupation create a hazard to persons or property, result in electrical interference, or become a nuisance?

Yes ☐ No ☒ Will the home occupation result in outside storage or display of anything associated with the home occupation?



APPLICATION FOR HOME BASED BUSINESS

(Continued)

Please indicate the category of home business by CIRCLING the appropriate authorized occupation:

- (1) Barber shops and beauty parlors with only one chair. 1 Grooming Table (1 client @ a time)
2. Dressmaking, sewing, and tailoring.
3. Direct sale product distribution (Amway, Avon, Tupperware, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held more than once a month, shall be limited to ten (10 customers) and shall be held between the hours of 9:00 A.M. and 10:00 P.M.
4. Family day care home. Compliance with State law required. As a further condition for receipt of a City business license, the provider shall satisfy the City that he/she has complied with all licensing regulations, health and safety regulations, and all other provisions of Missouri State law regulating child day care facilities.
5. Home crafts, such as model making, rug weaving, lapidary work, and cabinet making.
6. Home offices for architects, engineers, lawyers, realtors, insurance agents, brokers, ministers, rabbis, priests, salesman, sales representatives, manufacturers' representatives, home builders, home repair contractors and similar occupations.
7. Music and art teachers or other tutoring services limited to four students at a time.
8. Office uses, such as computer programming, data processing, telemarketing, desktop publishing.
9. Painting, sculpturing, or writing.
10. Telephone answering.

Estimated number of customers at any given time: 1



BUSINESS LICENSE APPLICATION

Please Check ALL The Items That Apply:

☐ NEW ☐ RENEWAL ☐ MERCHANT ☐ CONTRACTOR ☐ SERVICE PROVIDER ☒ HOME-BASED

Tiffany's Grooming

Business/Company Name

Fed/State ID #

126 E. Chrysler St. Clever Missouri 65631

Business/Company Address

City

State

Zip

Mailing Address (if different from Business Address)

City

State

Zip

(417) 414-3244

tiffym612@gmail.com

Office Phone Number

Fax Number

Cell Number

Email Address

Tiffany Brooke Mills

Name of Applicant (Print)

Tiffany Mills

Name of Applicant Signature

Tiffany Mills

Name of Legal Owners of Business

Dog grooming (Express grooming 1 client @ a time)

Brief Description of Business

Sales Tax ID Number Issued by State of Missouri: _____

NOTICE To: Merchant, Service Provider and Contractors;

By signing this application, you affirm that you participate in a Federal Work Authorization Program and do not and shall not employ any person who does not have the legal right or authorization under Federal law to work in the United States. (Missouri House Bill 1549)

Any Businesses or Contractors selling at retail will be required to submit a certificate of "No Tax Due Statement" issued within 90 days prior of app. date from the Missouri Department of Revenue.

All Contractors ARE required to submit an updated copy of Workers' Compensation Insurance even if you do not have any employees before a Business License can be issued. Waivers are NOT accepted (City Code Book Chapter 605 Section 605.050 Sub Section E)

- If you provide any food services, you should contact the Christian County Health Department as soon as possible. A copy of your health inspection must be submitted with Application. If you will be selling liquor, you must provide a copy of your State of Missouri liquor license. (City Code Book Chapter 600 for Liquor)
- If you will be re/placing a sign or remodeling, please contact the City Inspector at 417-743-2544 for any permits, if necessary.

(For Office Use Only)

License Number: _____

Fee Collected: _____ Date Paid: _____ Received By: _____

City Clerk: _____ Mayor: _____ Date Approved: _____

304 S CLARKE • P.O. BOX 52 • CLEVER MO • 65631
PHONE: 417-743-2544 • FAX: 417-743-0025
WWW.CLEVERMO.COM

**AN ORDINANCE OF THE CITY OF CLEVER, MISSOURI, AMENDING TITLE II HEALTH
AND PUBLIC SAFETY; ARTICLE XIII**

An Ordinance of the City of Clever, County of Christian, State of Missouri to amend Article XIII: Offenses
Concerning Tobacco, Alternative Nicotine Products or Vapor Products.

WHEREAS: The Federal Food, Drug, and Cosmetic Act of 1938, 21 U.S.C. §§ 387f (2019) establishes the
minimum standards for the sale of tobacco products.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AND FOR THE
CITY OF CLEVER, COUNTY OF CHRISTIAN, STATE OF MISSOURI, AS FOLLOWS:**

SECTION I: All parts of Article XIII in conflict with this ordinance are hereby amended or repealed.

SECTION II: DEFINITIONS.

For purposes of this Article, the following definitions shall apply:

ALTERNATIVE NICOTINE PRODUCT — Any non-combustible product containing nicotine that is intended
for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means.

"Alternative nicotine product" does not include any vapor product, tobacco product or any product
regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the
Food, Drug and Cosmetic Act.

CENTER OF YOUTH ACTIVITIES — Any playground, school or other facility, when such facility is being
used primarily by persons under the age of eighteen (18) for recreational, educational or other
purposes.

DISTRIBUTE — A conveyance to the public by sale, barter, gift or sample.

PROOF OF AGE — A driver's license or other generally accepted means of identification that contains a
picture of the individual and appears on its face to be valid.

ROLLING PAPERS — Paper designed, manufactured, marketed, or sold for use primarily as a wrapping or
enclosure for tobacco which enables a person to roll loose tobacco into a smokeable cigarette.

SAMPLE — A tobacco product, alternative nicotine product or vapor product distributed to members of
the general public at no cost or at nominal cost for product promotional purposes.

SAMPLING — The distribution to members of the general public of tobacco product, alternative nicotine
product or vapor product samples.

TOBACCO PRODUCTS — Any substance containing tobacco leaf including, but not limited to, cigarettes,
cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco, but does not include alternative
nicotine products or vapor products.

VAPOR PRODUCT — Any non-combustible product containing nicotine that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, which can be used to produce vapor from nicotine in a solution or other form. "Vapor product" includes any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device and any vapor cartridge or other container of nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or similar product or device. "Vapor product" does not include any alternative nicotine product or tobacco product.

VENDING MACHINE — Any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative nicotine products or vapor products.

SECTION III: NO TOBACCO SALES TO PERSONS UNDER 21 — ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS AND NICOTINE LIQUID CONTAINERS.

- A. Any person or entity who sells tobacco products, alternative nicotine products, or vapor products shall deny the sale of such tobacco products to any person who is less than twenty-one (21) years of age.
- B. Any person or entity who sells or distributes tobacco products, alternative nicotine products, or vapor products by mail or through the Internet in this State in violation of Subsection (A) of this Section shall be assessed a fine of two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each subsequent violation.
- C. Alternative nicotine products and vapor products shall only be sold to persons twenty-one (21) years of age or older, shall be subject to local and State sales tax, but shall not be otherwise taxed or regulated as tobacco products.
- D. *Nicotine Liquid Containers — Regulations.*
 - 1. Any nicotine liquid container that is sold at retail in this State shall satisfy the child-resistant effectiveness standards set forth in 16 CFR 1700.15(b) as in effect on the effective date of this Section when tested in accordance with the method described in 16 CFR 1700.20 as in effect on the effective date of this Section.
 - 2. For the purposes of this Subsection, "nicotine liquid container" shall mean a bottle or other container of liquid or other substance containing nicotine if the liquid or substance is sold, marketed, or intended for use in a vapor product. A "nicotine liquid container" shall not include a liquid or other substance containing nicotine in a cartridge that is sold, marketed, or intended for use in a vapor product, provided that such cartridge is prefilled and sealed by the manufacturer and not intended to be opened by the consumer.
 - 3. Any person who engages in retail sales of liquid nicotine containers in this State in violation of this Subsection shall be assessed a fine of two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each subsequent violation.

4. The Department of Health and Senior Services may adopt rules necessary to carry out the provisions of this Subsection. Any rule or portion of a rule, as that term is defined in Section 536.010, RSMo., that is created under the authority delegated in that Section shall become effective only if it complies with and is subject to all of the provisions of Chapter 536, RSMo., and, if applicable, Section 536.028, RSMo. This Section and Chapter 536, RSMo., are non-severable, and if any of the powers vested with the General Assembly under Chapter 536, RSMo., to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2015, shall be invalid and void.
5. The provisions of this Subsection and any rules adopted hereunder shall be null, void, and of no force and effect upon the effective date of the final regulations issued by the Federal Food and Drug Administration or from any other Federal agency if such regulations mandate child-resistant effectiveness standards for nicotine liquid containers.

SECTION IV: UNLAWFUL TO SELL OR DISTRIBUTE TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS TO PERSONS UNDER 21 — VENDING MACHINE REQUIREMENTS.

- A. It shall be unlawful for any person to sell, provide or distribute tobacco products, alternative nicotine products or vapor products to persons under twenty-one (21) years of age.
- B. All vending machines that dispense tobacco products, alternative nicotine products or vapor products shall be located within the unobstructed line of sight and under the direct supervision of an adult responsible for preventing persons less than twenty-one (21) years of age from purchasing any tobacco product, alternative nicotine product or vapor product from such machine or shall be equipped with a lock-out device to prevent the machines from being operated until the person responsible for monitoring sales from the machines disables the lock. Such locking device shall be of a design that prevents it from being left in an unlocked condition and which will allow only a single sale when activated. A locking device shall not be required on machines that are located in areas where persons less than twenty-one (21) years of age are not permitted or prohibited by law. An owner of an establishment whose vending machine is not in compliance with the provisions of this Subsection shall be subject to the penalties contained in Subsection (D) of this Section. A determination of non-compliance may be made by a local law enforcement agency or the Division of Alcohol and Tobacco Control. Nothing in this Section shall apply to a vending machine if located in a factory, private club, or other location not generally accessible to the general public.
- C. No person or entity shall sell, provide or distribute any tobacco product, alternative nicotine product or vapor product or rolling papers to any person under twenty-one (21) or sell any individual cigarettes to any person in this State. This Subsection shall not apply to the distribution by family members on property that is not open to the public.
- D. Any person, including, but not limited to, a salesclerk, owner or operator, who violates Subsection (A), (B) or (C) of this Section or Section VII of this Article shall be penalized as follows:
 1. For the first offense, twenty-five dollars (\$25.00).
 2. For the second offense, one hundred dollars (\$100.00); and

3. For a third and subsequent offense, two hundred fifty dollars (\$250.00).
- E. Any owner of the establishment where tobacco products, alternative nicotine products or vapor products are available for sale who violates Subsection (C) of this Section shall not be penalized pursuant to this Section if such person documents the following:
1. An in-house or other tobacco compliance employee training program was in place to provide the employee with information on the State and Federal regulations regarding sales of tobacco products, alternative nicotine products or vapor products to persons under twenty-one (21). Such training program must be attended by all employees who sell tobacco products, alternative nicotine products or vapor products to the general public;
 2. A signed statement by the employee stating that the employee has been trained and understands the State laws and Federal regulations regarding the sale of tobacco products, alternative nicotine products or vapor products to persons under twenty-one (21); and
- F. The exemption in Subsection (E) of this Section shall not apply to any person who is considered the general owner or operator of the outlet where tobacco products, alternative nicotine products or vapor products are available for sale if:
1. Four (4) or more violations per location of Subsection (C) of this Section occur within a one-year period; or
 2. Such person knowingly violates or knowingly allows his/her employees to violate Subsection (C) of this Section.
- G. If a sale is made by an employee of the owner of an establishment in violation of this Article, the employee shall be guilty of an offense established in Subsections (A), (B) and (C) of this Section. If a vending machine is in violation of Section 210.2140, the owner of the establishment shall be guilty of an offense established in Subsections (C) and (D) of this Section. If a sample is distributed by an employee of a company conducting the sampling, such employee shall be guilty of an offense established in Subsections (C) and (D) of this Section.
- H. A person cited for selling, providing or distributing any tobacco product, alternative nicotine product or vapor product to any individual less than twenty-one (21) years of age in violation of Subsection (A), (B) or (C) of this Section shall conclusively be presumed to have reasonably relied on proof of age of the purchaser or recipient, and such person shall not be found guilty of such violation if such person raises and proves as an affirmative defense that such individual presented a driver's license or other government-issued photo identification purporting to establish that such individual was twenty-one (21) years of age or older.
- I. Any person adversely affected by this Section may file an appeal with the Administrative Hearing Commission which shall be adjudicated pursuant to the procedures established in Chapter 621, RSMo.

SECTION V: THOSE PROHIBITED FROM PURCHASE OR POSSESSION OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS — MISREPRESENTATION OF AGE.

- A. No person less than eighteen (18) years of age shall possess, cigarettes, tobacco products, alternative nicotine products or vapor products unless such person is an employee of a seller of cigarettes, tobacco products, alternative nicotine products or vapor products and is in such

possession to affect a sale in the course of employment or an employee of the Division of Alcohol and Tobacco Control for enforcement purposes pursuant to Subsection (5) of Section 407.934, RSMo.

- B. No person less than twenty-one (21) years of age shall purchase, or attempt to purchase, cigarettes, tobacco products, alternative nicotine products or vapor products.
- C. Any person less than twenty-one (21) years of age shall not misrepresent his/her age to purchase cigarettes, tobacco products, alternative nicotine products or vapor products.
- D. Any person who violates the provisions of this Section shall be penalized as follows:
 - 1. For the first violation, the person is guilty of an infraction and shall have any cigarettes, tobacco products, alternative nicotine products or vapor products confiscated.
 - 2. For a second violation and any subsequent violations, the person is guilty of an infraction, shall have any cigarettes, tobacco products, alternative nicotine products or vapor products confiscated and shall complete a tobacco education or smoking cessation program, if available.

SECTION VI: Retail Sales Tax License Required for Sale of Tobacco Products, Alternative Nicotine Products or Vapor Products.

No person shall sell cigarettes, tobacco products, alternative nicotine products or vapor products unless the person has a retail sales tax license.

SECTION VII: REQUIRED SIGN STATING VIOLATION OF STATE LAW TO SELL TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS TO PERSONS UNDER AGE 21 — DISPLAY OF SIGN REQUIRED, WHERE:

- A. The owner of an establishment at which tobacco products, alternative nicotine products, vapor products or rolling papers are sold at retail or through vending machines shall cause to be prominently displayed in a conspicuous place at every display from which tobacco products, alternative nicotine products, vapor products are sold and, on every vending, machine where tobacco products, alternative nicotine products, vapor products are purchased a sign that shall:
 - 1. Contain in red lettering at least one-half (1/2) inch high on a white background the following:
 - a. IT IS A VIOLATION OF THE LAW FOR CIGARETTES, OTHER TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS TO BE SOLD OR OTHERWISE PROVIDED TO ANY PERSON UNDER THE AGE OF TWENTY-ONE OR FOR SUCH PERSON TO PURCHASE, ATTEMPT TO PURCHASE CIGARETTES, OTHER TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS; and
 - b. Include a depiction of a pack of cigarettes at least two (2) inches high defaced by a red diagonal diameter of a surrounding red circle and the words "Under 21."

SECTION VIII: RESTRICTIONS ON SALES OF INDIVIDUAL PACKS OF CIGARETTES.

- A. No person or entity shall sell individual packs of cigarettes or smokeless tobacco products unless such packs satisfy one (1) of the following conditions prior to the time of sale:
 - 1. It is sold through a vending machine; or
 - 2. It is displayed behind the checkout counter, or it is within the unobstructed line of sight of the sales clerk or store attendant from the checkout counter.

SECTION IV: PROOF OF AGE REQUIRED, WHEN DEFENSE TO ACTION FOR VIOLATION IS REASONABLE RELIANCE ON PROOF — LIABILITY.

- A. A person or entity selling tobacco products, alternative nicotine products or vapor products or rolling papers or distributing tobacco product, alternative nicotine product or vapor product samples shall require proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that such prospective purchaser or recipient may be under the age of twenty-one (21).
- B. The operator's or chauffeur's license issued pursuant to the provisions of Section 302.177, RSMo., or the operator's or chauffeur's license issued pursuant to the laws of any State or possession of the United States to residents of those States or possessions, or an identification card as provided for in Section 302.181, RSMo., or the identification card issued by any uniformed service of the United States, or a valid passport shall be presented by the holder thereof upon request of any agent of the Division of Alcohol and Tobacco Control or any owner or employee of an establishment that sells tobacco products, alternative nicotine products or vapor products for the purpose of aiding the registrant, agent or employee to determine whether or not the person is at least twenty-one (21) years of age when such person desires to purchase or obtain tobacco products, alternative nicotine products or vapor products procured from a registrant. Upon such presentation, the owner or employee of the establishment shall compare the photograph and physical characteristics noted on the license, identification card or passport with the physical characteristics of the person presenting the license, identification card or passport.
- C. Any person who shall, without authorization from the Department of Revenue, reproduce, alter, modify or misrepresent any chauffeur's license, motor vehicle operator's license or identification card shall be deemed guilty of an ordinance violation.
- D. Reasonable reliance on proof of age or on the appearance of the purchaser or recipient shall be a defense to any action for a violation of Subsections (A), (B) and (C) of Section 210.2110 of this Article. No person shall be liable for more than one (1) violation of Subsections (B) and (C) of Section 210.2110 on any single day.

SECTION X: This ordinance shall be in full force and effect from and after its date of passage and approval by the Board of Aldermen.

**FIRST READING BY TITLE WITH COPIES AVAILABLE TO THE PUBLIC HELD
ON THIS 19th DAY OF OCTOBER 2021.**

	Aye	Nay
Alderman PRIEBE	_____	_____
Alderman LARSON	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

**SECOND READING AND FINAL PASSAGE HERE ON THIS 19TH DAY OF
OCTOBER 2021.**

	Aye	Nay
Alderman PRIEBE	_____	_____
Alderman LARSON	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____

Date Approved_____

DALE MAISEL, Mayor

Attest:

KRISTY KEITHLEY, City Clerk

LARGE ANIMALS**AN ORDINANCE AMENDING CHAPTER 205: ARTICLE II: ANIMAL REGULATIONS**

An Ordinance of the City of Clever, County of Christian, State of Missouri to amend Chapter 205, accepting and approving all changes relating to the City's large animal control, regulations, keeping of livestock.

**BE IT ORDAINED BY THE CITY COUNCIL OF AND FOR THE CITY OF CLEVER,
COUNTY OF CHRISTIAN, STATE OF MISSOURI, AS FOLLOWS:**

SECTION I: All ordinances or parts of ordinances in conflicts with this ordinance are hereby amended or repealed.

SECTION II: Definitions.

The following words, when used in this Chapter, shall have the meanings set out herein:

DOGS — All animals of the canine species, both male and female.

ENCLOSURE — A building or real estate with a properly designed fence to restrict or contain any and all animals as listed in Sections 205.180 — 205.190.

OWNER OR KEEPER — Any person having a right of property in a dog, or who keeps or harbors a dog, or who has it in his/her care or acts as its custodian, or who knowingly permits a dog to remain on or about any premises owned or occupied by him/her.

RUNNING AT LARGE — Allowing a dog to be off the private premises of the owner or keeper, or his/her agent or servant, and not on a leash or confined to the arms, motor vehicle, trailer or other conveyance of the owner or keeper, his/her agent or servant.

SERIOUS PHYSICAL INJURY — Physical injury that creates a substantial risk of death or that causes serious disfigurement or protracted loss or impairment of the function of any part of the body.

TRESPASSER — A person upon the premises of the owner or keeper of the dog in question without license or privilege to be upon said premises.

UNRESTRAINED DOG — Any dog running at large or a dog on the premises of its owner or keeper but not confined to said premises by a leash, fence, structure, or other means that would prevent the dog from leaving such premises.

VICIOUS DOG — Any of the following dogs:

1. Any dog, whether or not running at large and whether or not unrestrained, that without provocation has bitten any person not a trespasser causing serious physical injury to that person.
2. Any unrestrained dog, whether or not running at large, that without provocation has attempted to bite any person not a trespasser which would cause serious physical injury to that person.
3. Any unrestrained dog, whether or not running at large, that without provocation has placed any person not a trespasser in apprehension of immediate serious physical injury.
4. Any dog that has killed another dog or other domestic animal without provocation.

SECTION III: City Registration Required

A. Any person who keeps, harbors or owns any dog within the City shall annually register such dog with the Code Enforcement Officer or his/her designee. The registration cost for dogs shall be \$5.00. A replacement tag can be purchased at the cost of \$2.00 per registration tag.

B. The Code Enforcement Officer or his/her designee shall record such information as follows:

1. The keeper's, harborer's or owner's name, address and phone number.
2. The animal's description with photograph of the animal, gender, and rabies vaccination number with expiration date. Any changes of information are to be provided to the Code Enforcement Officer by the animal owner.
3. The name, address and phone number of said animal's veterinarian.
4. A City registration number.

C. The Code Enforcement Officer or his/her designee shall also issue a City registration tag for such dog to correspond with the registration number of record.

D. City registration tag for such dog shall be affixed to the dog's collar. The collar with tag shall be worn, by the dog, at all times the dog is outside of its owner's residence. Failure to comply with this subsection may result in fines or penalties.

SECTION IV: Tags Not Transferable.

All tags required by this Section shall be specific for each dog and shall not be transferable to any other dog.

SECTION V: Running At Large Prohibited – Impoundment

A. It shall be unlawful for the owner or keeper of any dog to permit the same to run at large within the City of Clever at any time. Any dog found running at large without the registration tag required per Section III, shall be impounded.

SECTION VI: Duty To Impound

A. Animals Impounded, When. Any dog found at large not displaying the tags required by this Article shall be impounded.

B. Holding of Impounded Animals. All dogs impounded can be kept in the custody of the City of Clever or its authorized representative, in the City impoundment facility or some other proper place, for a period of not less than one (1) week from the time of the animal's impoundment. Such animals shall be fed, watered, and shielded from the elements in a humane manner.

C. Upon Code Enforcement Officer discretion, and type of incident, animals can be released with a minimum impound of one (1) day, or a maximum of thirty (30) daytime period, with cost incurred.

SECTION VII: This ordinance shall be in full force and effect from and after the date of its passage.

**FIRST READING BY TITLE WITH COPIES AVAILABLE TO THE PUBLIC HELD ON THIS
19TH DAY OF OCTOBER 2021.**

Alderman PREIBE	_____	_____
Alderman LARSON	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____
Mayor _____ (in case of tie)	_____	_____

SECOND READING AND FINAL PASSAGE HERE ON THIS 19TH DAY OF OCTOBER, 2021.

	Aye	Nay
Alderman PREIBE	_____	_____
Alderman LARSON	_____	_____
Alderman SCHMIDT	_____	_____
Alderman MCPHAIL	_____	_____
Mayor _____ (in case of tie)	_____	_____

Approved Date: _____

(SEAL)

DALE MAISEL, Mayor

Attest:

KRISTY KEITHLEY, City Clerk