

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 JANUARY 18, 2022, 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: December 14, 2021
3. FINANCIALS
 - a. December 2021 Financials:
Rev - Admin: \$226,519.25 St: \$8,061.69 Crt \$4,275.50 Water \$68,375.91 Sewer \$27,310.46
Exp - Admin: \$220,264.08 St: \$3,484.18 Crt \$368.50 Water \$55,155.59 Sewer \$49,126.82
4. WATER/WASTEWATER
 - a. Ronnie Keithley – Water Report
 - b. Bert Bond – Wastewater Report
5. COURT
 - a. Written
6. STREETS/PARKS/GROUNDS
7. PLANNING AND ZONING
8. POLICE
 - a. End of Year Report
 - b. Recognitions
9. ADMINISTRATION
 - a. Bill 01-2022 Ord 555: daZZee IT Contract
 - b. K-9 Styles by Sierra – Homebased Business 701 W Rice St

Posted this 13th Day of January 2022.

Kristy Keithley

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

MINUTES

McPhail made the motion to approve the minutes of November 16, 2021 with minor correction. Priebe 2nd the motion passed with 4 ayes.

FINANCIALS

Schmidt made the motion to approve financials as presented:

October 2021 Financials: Rev - Admin: \$60,598.12 St: \$6,653.31 Crt \$2,837.00 Water \$54,897.05 Sewer \$24,581.19 Exp - Admin: \$45,907.29 St: \$2,066.77 Crt \$2,957.00 Water \$41,372.31 Sewer \$22,477.14
November 2021 Financials: Rev - Admin: \$40,530.41 St: \$12,081.30 Crt \$3,841.50 Water \$51,418.24 Sewer \$26,579.41 Exp - Admin: \$59,877.76 St: \$2,219.04 Crt \$4,798.50 Water \$49,982.17 Sewer \$29,836.48
Larson 2nd the motion and passed with 4 ayes.

Priebe made the motion for the City Clerk Kristy Keithley and Assistant City Clerk Melissa Lansdown to have authorization to initiate ACH debits and credits. Larson 2nd the motion and passed with 4 ayes.

Priebe made the motion to make the limits for ACH's to be set at \$25,000.00 bi-weekly with a \$80,000.00 monthly cap. McPhail 2nd the motion and passed with 4 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 \$565.91. Larson 2nd the motion and passed with 4 ayes.

McPhail made the motion for the approval of Resolution 191: Resolution of Governing Body of Applicant. Schmidt 2nd the motion and passed by roll call vote: Priebe – Aye, Larson – Aye, Schmidt – Aye, McPhail – Aye.

Edward McLiney with McLiney and Company was present to discuss the option of financial advising for the City. With the City getting ready for a multimillion-dollar project the City will be needing financial advise and assistance.

Priebe made the motion to approve the Municipal Advisor Agreement present by McLiney. McPhail 2nd the motion and passed with 4 ayes.

COURT – written.

STREET/PARKS/GROUNDS

Mr. Keithley submitted a written report.

PLANNING AND ZONING

JJ Propane is requesting a buy-out option on the portion where the new tank is located.

McPhail made the motion to approve the buy-out option of the section of property where the tank is currently setting in the amount of \$1,530.00. Larson 2nd the motion and passed with 4 ayes.

POLICE

ADMIN

Mayor Maisel brought a Proclamation to the Board for Clever School Choice.

Priebe made the motion to accept the Clever School Choice Proclamation. Larson 2nd the motion and passed: Priebe – Aye, Larson – Aye, Schmidt – abstain, McPhail – Aye.

Discussion was held on IT companies.

Priebe made the motion that we approve bid for IT from DaZZee IT Services to have ordinance at January 2022 council meeting, services to start February 1, 2022; contingency to engage DaZZee in the event emergency state. Schmidt 2nd the motion and passed with 4 ayes.

Priebe made the motion to adjourn at 7:18 pm. Larson 2nd the motion and passed with 4 ayes.

Respectfully Submitted,

Date Approved: _____

Kristy Keithley - City Clerk

Dale Maisel – Mayor

WATER/
WWTP

Council Report For January 2022

Streets, Parks, and Grounds.

I got pricing for some playground equipment from one supplier, still waiting on a couple of more. The one supplier I got a price from seemed to think that they might have some sales going on after the first of the year so I am going to contact him next week and see what they have then. The installation price was a little more than I was expecting. He stated that the installation price would roughly be the same as the equipment. Once I get prices next week, I will forward them on.

The plows are ready to go for winter weather and we used them some last week. We are ready to go for this weekend if the snow hits.

Water and Sewer

The water system is working as it should with no leaks this month. We have spent some of the cold inside the well houses touching up paint and doing some upkeep for the year. We changed out several water meters that was around 18 years old. I am going to be ordering more meters to change out in the future and to have some in stock for new construction.

I have been in talks with the engineers on the construction plans for South Fork subdivision. They should have everything addressed from the review comments.

We should be getting an electrician down at the plant today (1/13/21). We hope to have the lift station complete and back in service today, if not tomorrow. I can't wait until we get back to normal at the plant.

As always please contact me with any questions.

Ronnie Keithley

Public Works Director

CSE
CLEAN STREAM ENTERPRISE LLC
Bert Bond
102 E. Brown Clever Mo. 65631
Phone 417-693-3590
bond8x11@yahoo.com

January 13, 2022

DECEMBER SEWER REPORT

Clever Council,

We ran a total of 3,767,000 gallons thru the plant in December. with an average daily flow of 121,000 gallons and a one day peak flow of 139,800 gallons.

At this writing Fluid Equipment is to begin today putting the new controls and lightning arresters in the influent lift station.

Two bulbs and three ballast were changed in the UV system bringing it to 100 percent function again.

A new source for parts for the flow meter was found and it is functioning at 100 percent again.

A pump was pulled and cleaned of debris in the wear ring at the Hwy 14 lift station and put back in service

The new pumps for the Hwy 14 lift station were ordered in December to beat the price increase coming in 2022.

The scum sweeper from clarifier number one was removed and being repaired for normal wear and tear along with the sweeper from clarifier number two.

Any question or concerns contact me anytime at 693-3590.

Bert Bond.

Director's Report

DISTRIBUTION EFFICIENCY SUMMARY

	Gallons	Percent
Water Supplied to System	4,354,400	100.0%
Water Sold to Customers	4,345,840	99.8%
Utility Use (fire, flushing)	0	0.0%
Water Lost	-8,560	0.2%
Average Use Per Account	3,756	
Accounts Using Water	1,157	

	WATER	TRASH	PRIMACY	RES SALES	BUSINESS S	SEWER
Charges	\$22,680.88	\$14,865.00	\$537.76	\$352.57	\$77.60	\$26,430.79
Count	1157	1065	1151	1092	37	1142
Average	\$19.60	\$13.96	\$0.47	\$0.32	\$2.10	\$23.14

CITY OF CLEVER ADJUSTMENT REPORT

12/22/21 3:25 PM

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Account	Billing Name	Date	Charge Name	Amount	Comment	Type
01-00002905-00-7	ECKELS, DEREK	12/16/21	NSF CHARGE	\$27.50		Adjustment
00-00002962-04-3	CCM PROPERTIES, LLC	11/23/21	SEWER	(\$18.93)	CALCULATED BILL WRONG	Adjustment
00-00002962-04-3	CCM PROPERTIES, LLC	11/23/21	WATER	(\$4.02)	CALCULATED BILL WRONG	Adjustment
00-00002962-04-3	CCM PROPERTIES, LLC	11/23/21	SEWER	(\$3.33)	CALCULATED BILL WRONG	Adjustment
01-00000220-00-1	AT&T - SITE EO1123	12/22/21	WATER	(\$53.48)	defected meter	Adjustment
01-00000220-00-1	AT&T - SITE EO1123	12/22/21	BUSINESS SAL	(\$2.32)	bad meter	Adjustment
01-00000220-00-1	AT&T - SITE EO1123	12/22/21	WATER	(\$3.81)	bad meter	Adjustment
00-00002706-06-1	LOUDERBACK, CHEYENN	12/03/21		(\$31.53)	DEP OVERGE TRANS TO NEW ADDR	Adjustment
00-00002962-04-3	CCM PROPERTIES, LLC	11/23/21	WATER	(\$31.71)	CALCULATED BILL WRONG	Adjustment
01-00003029-00-3	THE STOCKPILE	12/06/21	NSF CHARGE	\$27.50		Adjustment
01-00002905-00-7	ECKELS, DEREK	12/16/21	NSF AMOUNT	\$52.54	ACH NSF + LATE FEE	Adjustment
01-00001996-00-6	LOUDERBACK, CHEYENN	12/15/21	WATER	(\$31.53)	DEP OVERAGE FROM OLD ADDRESS	Adjustment
01-00002877-00-3	SMITH, LINDSAY	12/15/21	NSF AMOUNT	\$41.00	ECHECK NSF	Adjustment
01-00002877-00-3	SMITH, LINDSAY	12/15/21	NSF CHARGE	\$27.50		Adjustment
01-00001637-00-8	LAV/SON, HANAH	12/16/21	NSF AMOUNT	\$84.96	ACH NSF	Adjustment
01-00001637-00-8	LAV/SON, HANAH	12/16/21	NSF CHARGE	\$27.50		Adjustment
01-00002860-00-3	BROWN, DAVID	12/16/21	NSF AMOUNT	\$40.74	ach nsf + late fee	Adjustment
01-00002860-00-3	BROWN, DAVID	12/16/21	NSF CHARGE	\$27.50		Adjustment
01-00003029-00-3	THE STOCKPILE	12/06/21	NSF AMOUNT	\$27.48	NSF ECHECK	Adjustment
				\$203.56		

CITY OF CLEVER
AGED ACCOUNTS

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Page 1

Account	Full Billing Name	3 Per Full Overdue Property Address
00-00003131-06-2	SCHUCHMANN GROUP	\$23.34 511 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
		\$308.07

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: Dec 1, 2021 - Dec 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	
		Non-Traffic Ordinance			
A. Cases (citations/informations) pending at start of month		1		152	
B. Cases (citations/informations) filed		0		50	
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		25	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0		9	
6. dismissed by court		0		0	
7. <i>nolle prosequi</i>		0		9	
8. certified for jury trial (not heard in Municipal Division)		0		0	
9. TOTAL CASE DISPOSITIONS		0		43	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		1		159	
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		5		1. # Issued during period	
2. # Served/withdrawn during reporting period		10		<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		96			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Clever Municipal	Reporting Period: Dec 1, 2021 - Dec 30, 2021
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,573.50	Court Automation	\$171.31
Clerk Fee - Excess Revenue	\$225.20	Total Other Disbursements	\$171.31
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$7.57	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$3,501.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$368.50
Total Excess Revenue	\$2,806.27	Total Disbursements	\$3,869.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$150.50		
Clerk Fee - Other	\$44.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$24.48		
Peace Officer Standards and Training (POST) Commission surcharge	\$24.47		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$174.49		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$1.48		
Law Enforcement Training (LET) Fund surcharge	\$52.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$52.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$523.42		

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: Jan 1, 2021 - Dec 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	131
B. Cases (citations/informations) filed				0	397
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	1
4. plea of GUILTY in court				0	193
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	87
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				0	89
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				0	369
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				1	159
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	84	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	92	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	96				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Clever Municipal	Reporting Period: Jan 1, 2021 - Dec 30, 2021
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$20,977.00	Court Automation	\$1,880.46
Clerk Fee - Excess Revenue	\$2,542.00	Overpayments Detail Code	\$25.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$85.50	Sheriff Retirement-CO/Muni	\$363.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$2,268.46
Total Excess Revenue	\$23,604.50	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$32,981.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$368.50
		Total Disbursements	\$33,350.00
Fines - Other	\$3,025.50		
Clerk Fee - Other	\$413.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$268.63		
Peace Officer Standards and Training (POST) Commission surcharge	\$268.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,915.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$13.89		
Law Enforcement Training (LET) Fund surcharge	\$542.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$542.00		
Restitution	\$119.50		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$7,108.54		

STREETS

PARKS

GROUND

PLANNING
&
ZONING

POLICE

STATISTICAL DATA

	2021	2020	2019
Total Calls for Service	2880	2457	2179
MVC Injury / Non-Injury	22	31	20
911 Hang Up / Misdial	117	97	114
Burglary	4	7	5
Civil	39	39	30
Disturbance	32	14	26
Follow Up	156	237	180
Harass / Threats	26	24	41
Medical / Overdose	6	15	31
Theft	27	35	23
Trespass	7	5	8
Suicide Attempt / Threat	13	8	7
Check Area/Building/Person/Vehicle	162	97	114
Abuse/Neglect	11	7	3
Alarm	23	8	27
Assault	8	6	10
Domestic Physical/Verbal	30	19	9
Forgery/Fraud	10	10	5
Sex Crime	9	4	2

	2021	2020	2019
Total Arrests	91	62	52
Drug Arrests	17	12	6
DWRS Arrests	13	18	16
Warrant Arrests	44	19	25
DWI Arrests	6	8	2
Other Arrests	11	5	3

	2021	2020	2019
Total Traffic Stops	1269	1071	551
Warnings	827	561	277
Citations	442	484	274

	2021	2020	2019
Property / Evidence Intake	88	195	33
Crime Lab Analysis	21	53	19

ADMIN

AN ORDINANCE AUTHORIZING THE CITY OF CLEVER TO ENTER INTO A CONTRACT WITH DAZZEE IT SERVICES TO PROVIDE THE NECESSARY MANAGED TECHNOLOGY SERVICES WORK FOR THE CITY OF CLEVER.

WHEREAS: The City has used a qualification-based bidding process to select technology service provider; and

WHEREAS: DaZZee IT Services has been selected as the best qualified for the City of Clever needs;

THEREFORE; BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF CLEVER, COUNTY OF CHRISTIAN, STATE OF MISSOURI, AS FOLLOWS:

SECTION I: The Mayor of the City of Clever, Missouri, is hereby authorized on behalf of the City of Clever, Missouri, to sign a contract with DaZZee IT Services for necessary technology services pursuant to the terms of the attached contract, Exhibit A.

SECTION II: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

SECTION III: This ordinance shall be in full force and effect from and after the date of its passage and approval with services to start effective February 1, 2022.

FIRST READING BY TITLE WITH COPIES AVAILABLE TO THE PUBLIC HELD ON THIS 18th DAY OF JANUARY, 2022.

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

SECOND READING AND FINAL PASSAGE HERE ON THIS 18TH DAY OF JANUARY, 2022.

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

Date Approved _____

(SEAL)

Attest:

DALE MAISEL, Mayor

KRISTY KEITHLEY – CITY CLERK



New Client Sign-up Packet



New Client Sign-up Packet

Thank You for Choosing DaZZee!

Below is a guide to the content of this Sign-Up Packet. Please initial at the bottom right hand corner of each page and complete the required sections on page 3, pages 6-7, and page 16. Once completed please scan and email or fax all pages of the Sign-Up Packet to your DaZZee representative.

Once received by DaZZee the packet will be countersigned and a copy will be provided for your records at your scheduled Kick-Off meeting. Once this Sign-Up packet has been completed and returned, unless previously scheduled, we will contact you to schedule the New Client Kickoff Meeting and your Onboarding date.

Service Description and Agreement.....	Pages 3-7
New Client Terms and Conditions.....	Pages 8-12
Backup Service (Exhibit A).....	Pages 13-14
Non-Disclosure Agreement (Exhibit B)...	Page 15
Payment Authorization Form.....	Page 16



New Client Sign-up Packet

DaZZee Virtual IT/DaZZee Office Overview

Since 2000, DaZZee has been developing and implementing Information Technology Solutions with this guiding principle – 'Provide our clients with a stable network environment that we will help them leverage as a strategic business asset to be more efficient, competitive, and profitable. When issues do arise, we will provide a consistent client service experience with a focus on minimized business impact, maximized productivity, and rapid issue remediation, all while achieving the highest level of client satisfaction possible.'

Our Flat Rate Technology Management Plan is a direct result of our continuous effort to identify our clients' needs, and to alleviate their technology pains through the infrastructure we provide, proactive review, alignment, and technology steering process. We are pleased and excited to introduce this valuable Service to you and your Organization.

We are not interested in just fixing problems or selling you a long list of products; we are deeply committed to serving you and meeting your company's specific technology needs. When you don't have reactive technology issues, it's beneficial to both of our companies as it allows us to focus on helping you accomplish your business goals and objectives.

In today's ever-changing world, technology support needs to be more than just fixing the problems as they arise. Instead of waiting for something to go wrong, you need a partner to help your company leverage technology as a competitive advantage, reduce risk, and implement the plan with maximum transparency. That's exactly what our staff is excited about doing!

New Client Information

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Primary Contact(s): _____

This is the day-to-day contact person(s) helping direct the activity of the support provided.

Phone: _____ Cell: _____ Email: _____

After-Hours Contact: _____

In the event of a critical systems outage identified by our monitoring systems after-hours, this person would be notified and would help to coordinate access to the office if needed.

Phone (Office, Cell, and/or Home): _____

Special Contact Instructions: _____

Sending a SMS text to a Cell phone is an optional first notification method. Please note standard text message rates apply from your carrier.



New Client Sign-up Packet

Service Components

DaZZee Virtual IT

Dedicated DaZZee Engineer (Technical Alignment with Best Practices)
Recurring Best Practice Reviews and Alignment Sessions
Documentation and Knowledge Base Development and Updating
Technical Reporting to vCIO of Misalignments for Business Impact Discussion
End User Training for Common Applications and General Systems Use

DaZZee Virtual CIO (Technology Strategy/Consulting)

Dedicated Fractional CIO (Technology Planning Aligned with your Business Goals)
Recurring Business Reviews for IT Roadmap Development
Review DaZZee Output for Potential Risks and Opportunities
Business Impact of Technology Decisions
Budget Discussion and Planning
Solutions Design including Product/Vendor Evaluations

DaZZee Support (Help Desk Evolved)

Your Reactive Support Team (Experienced Team Ready to Resolve Issues from the Desktop to Data Center)
Vendor Management (Single Point of Contact for All Hardware/Software Requests)
Unlimited On-Site Support (Dispatched as Needed)
Unlimited Remote Support (Help Desk)
Change Request Management
How-to Questions

DaZZee Engineer Admin. (Centralized Operations Management)

Centralized Services (Tools and Technology Standardized to Reduce Risk)
Management and 24x7x365 Monitoring of all Server, Network and Client Environments
Patch Management of Microsoft and Popular Third Party Applications
Desktop Optimization (Automation to Keep Your PC's Running Efficiently)
Life Cycle Management (Inventory, Expiration Tracking, and License Compliance Reporting)



New Client Sign-up Packet

DaZZee Service Plan

The First 60 Days and Beyond

Based on your business specific technology needs, we will engage key members of our staff to be part of your own dedicated Account Team. Your Account Team will consist of a dedicated DaZZee Engineer and a dedicated DaZZee CIO, while providing your entire staff direct access to our DaZZee Support Service Desk. The DaZZee Centralized Operations Management team will be managing the tools we use to provide security with consistent maintenance and monitoring of your environment 24x7. If an issue is detected by these systems, they will engage the DaZZee Support team to handle the issue accordingly with a focus on minimizing the impact to your business.

Upon executing this agreement, we will schedule an initial onboarding meeting to introduce you to your account team, go over our onboarding process, learn about your business, address any transition related questions (if you are migrating from internal staff or a vendor), and discuss any specific concerns you might have. We will also schedule the initial 60-day review with your DaZZee CIO to update you on our progress and discuss any high priority findings (items that represent risk or exposure to your business that could result in data loss or data theft).

After the onboarding meeting your DaZZee Engineer will begin comparing your environment to our best practices and in the process, document and clean up many aspects of your systems. They will build knowledge base articles for common tasks such as application installation procedures, printer setup steps, performing user maintenance, and other common tasks so that all of our DaZZee Support staff will have that information at their fingertips to provide you with a consistent experience and quick issue resolution times. Your DaZZee Engineer will be handling all end user issues personally during this initial process to get a feel for your systems, staff and their use of technology. They will then cross train the DaZZee Support team on your environment.

For items they find that are out of compliance but do not require any cost to resolve, they will correct these items along the way pulling in the necessary resources and coordinating any downtime with you and your staff. Depending on the size and complexity of your environment this initial onboarding process can take up to 90 days to fully complete. They will then present the outcome of this review to your assigned DaZZee CIO who will determine if the variances against our best practices represent any risk or exposure to your business.

Your DaZZee CIO's focus is to help you understand the business impact of technology related decisions. They accomplish this by having quarterly Growing Forward Meetings with your management team to go over our Technology Summary which is a plain English report designed to make you aware of any current or upcoming risk and help you formulate a plan over time to address these items if you choose to do so. The output of these discussions is a true technology budget which will be kept up to date and used to show you projected spend vs actual spend. Armed with this information your DaZZee CIO will also present an overview of your business to the staff at DaZZee to ensure that our entire team knows your organization and goals so that the best possible service is provided.

Once our DaZZee Support team starts working issues, as we identify items that are not documented or issues that we were reactive to, we review this data to form initiatives to help avoid these types of issues in the future and fully document the process.

Your DaZZee Support team operates under a 100% same day response and 80% same day resolution goal for your reactive issues (end user submitted during normal business hours or critical monitoring alerts detected 24x7). If they have difficulty troubleshooting the issue remotely, then a technician will be dispatched onsite without hesitation with a focus on maximum productivity for your staff.

We take a team approach to every account allowing us to leverage a large pool of resources and experience to make sure every issue is handled in the most efficient manner possible. Allow us to become



New Client Sign-up Packet

part of your IT team and we'll work to stabilize, standardize, and enhance your organizations use of technology.

Flat Rate Support Pricing / Worksheet

Managed User Pricing

What is it?	<p>For all of the services defined above in the Service Components section, we have blended our rate at the user level to simplify billing.</p> <p>Please note a user is defined as a full-time or part-time employee of the Client as well as interns and sub-contractors that access the Clients network resources (i.e. files, applications, printers, Internet, remote access) on an ongoing basis.</p> <p>All users (not select users) need to be covered by this plan as every device they use (i.e. desktop, laptop, smartphone, tablet) to access network resources, will require the same support, maintenance, monitoring, security software, and consideration across the board as everything is interconnected and can impact other systems.</p>
Rate	\$162.00 /user/mo. We support the user and all of the devices they leverage. Users added or removed during the month will affect the quantity for the following monthly billing cycle.
Quantity	Please specify the initial number of users we will be supporting (MMA): <u>10</u>

Total Monthly Pricing

Min Monthly Rate	Multiply the quantity of Users by their corresponding rates to calculate the total monthly pricing: <u>\$1620.00</u> per month
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Additional Rates

Onboarding Fee

What is it?	The first month of the agreement we are going to be very busy migrating you transparently to DaZZee standards and best practices. This fee helps cover a portion of our hard costs but does not cover them entirely, as we are making an investment in your business and our relationship to create a stable and predictable environment.
Rate	The onboarding fee is a flat rate fee of <u>\$2000.00</u>

Projects

What is it?	Assistance with helping define the project, including selection of the right vendors and scoping the work to be completed, is all part of your service agreement along with day to day support. When we make that project a reality through our Professional Services team, that is when separate billing occurs. Typical projects include an office move, new office setup, and a new software package implementation.
Rate	We guarantee that projects are performed on a flat rate when we have a clearly defined scope of work. Projects require 100% funding before scheduling and commencement of work.
How do I use it?	Submit a Service Request or discuss with your DaZZee CIO and our staff will work with you to define the project plan, timeline and budget.



New Client Sign-up Packet

Signatures

By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Client Legal Company Name: _____

Authorized Signature: _____

Title: _____

Print Name: _____

Date: _____

NOTE: We do not start billing until the onboarding date. If that date is mid-month the first month will be prorated.

Enterprise Networks by Design, L,L.C dba DaZZee I.T. Services

Authorized Signature: _____

Title: President _____

Print Name: Shane Naugher _____

Date: _____

Onboarding Date: 2/1/2022 _____



New Client Sign-up Packet

New Client Terms and Conditions

Service Provided

This service agreement (the "Agreement") is between the person and entity identified in the Client signature area ("Client") on the DaZZee Service Description and Agreement document ("Service Description") and Enterprise Networks by Design, L.L.C. – DBA DaZZee. By authorizing this Agreement, DaZZee agrees to provide Client with the services described in the Service Description, and Client agrees to pay for those services, upon the terms defined in this document.

Entire Agreement

This document contains the entire agreement between the parties regarding the subject matter herein, and supersedes any prior agreements or representations, whether oral or written. No agreement, representation or understanding not specifically contained herein or in the form of an addendum shall be binding, unless reduced to writing and signed by DaZZee and Client.

Service Plan Onboarding

Upon authorizing this Agreement, DaZZee will schedule our onboarding/setup process which may vary depending on the services subscribed. Typically, this is defined as the following: Preparing a site survey that details many aspects of the network, so support can be provided seamlessly across all of our team members. It also includes the initial deployment of our tools (including the removal of any existing products), software support agent, installation of our Endpoint Security software, implementing our Spam filtering solution, implementing our Backup and Disaster Recovery Service, implementing our Managed Security Service, establishing a baseline audit of all hardware and software, establishing our maintenance tasks and monitoring systems, and bringing all machines to a current Microsoft patch level. The client acknowledges that depending on the size and complexity of the environment this process can take up to 90 days to fully complete. We take a slow and steady approach, testing every step of the way to try and minimize the risk of data loss or impacting productivity. A status of our progress will be provided throughout the process keeping you up to date every step of the way.

Satisfaction Guarantee

Client or DaZZee may cancel the Agreement within the initial trial period with written notice for any reason if the Client is dissatisfied with DaZZee. No funds will be returned but monthly billing will stop at the end of the notice period and the Early Termination Fee below will not apply. Any provided equipment needs to be returned at the end of the notice period or else it will be billed at full list price and be due immediately.

Termination

Client subscribes for an Initial Term of 24 months service for the quantity of Users noted in the DaZZee Service Description and Agreement document Flat Rate Support Pricing / Worksheet section. This quantity establishes the Minimum Monthly Amount ("MMA") for the Agreement (described below). The Initial Term commences on the agreement effective date. Client may retain provided on-site servers and have Microsoft Office 365 subscription transferred into their name upon full payment of the Early Termination fee. The Initial Term commences on the agreement effective date. Once the Initial Term is in effect if the client cancels before the end of the Length of Contract, except under the Satisfaction Guarantee above, the Client will pay Early Termination Fees equal to 20% of the MMA times the number of full or partial months remaining in the Agreement term. Networking equipment (DaZZee Managed Firewall, and wireless access points) are subscription-based devices and will not function past the term of the service agreement, so therefore need to be returned to DaZZee and replaced by client (at the end of the term). No other services or products included as part of the Service Components section will continue to be provided i.e. backup and Microsoft licensing or Anti-virus software.

Termination Notices must be sent in writing via the United States Postal Service at least 30 days in advance of the end of the service agreement, postage prepaid, registered or certified and addressed to the addressee at its main office, as set forth below. This Termination Notice should include: Client name, contact name, telephone #, address, requested termination date, and a formal request for termination.

Minimum Monthly Amount ("MMA")

The MMA establishes the minimum user count for the Agreement. Each month, the actual supported user count is compared to the MMA. If the actual user count is less than the MMA, the MMA count will be billed for the upcoming month.



New Client Sign-up Packet

Service Renewals and Rates

This Agreement will automatically renew for successive terms matching the Initial Term at the end of the Initial Term and any subsequent terms, unless a Termination Notice is sent by either party in writing 60 days prior to the end of the current contract term. Upon auto-renewal the MMA will be adjusted to the current supported user count at the time of the first renewal term's invoice.

Upon completion of the Initial Term or any subsequent terms, if a Termination Notice was provided, the client may retain provided on-site servers and have Microsoft Office 365 subscription transferred into their name upon payment of the final invoice. Please note the backup service, Microsoft licensing provided as part of this agreement, and all networking equipment (firewall, switches, and wireless access points) are subscription based devices and will not function past the term of the service agreement, so therefore need to be returned to DaZZee and replaced by client if the agreement is not renewed.

The rates in this agreement will increase a minimum of 3% and no greater than 10% upon renewal and any subsequent renewals.

Help Desk Services – Products We Support

We attempt to support all commercial software packages. If you use proprietary software, we will work with your software vendor to provide the necessary information and access needed to resolve your issue while working with them every step of the way.

Non-Client Owned Devices / Personal Computers

We do not support non-company owned devices or personal computers leveraged by users of our Clients. Our only engagement in issues surrounding these devices is for network connectivity in the office (i.e. wireless) and remote access to the Clients network resources (i.e. Outlook Web Access (OWA), Remote Desktop Services aka Terminal Services, Citrix).

If we determine that the network or remote access issue is related to a problem with the personal device (i.e. virus or malware), that User will need to seek consumer support to resolve the underlying issue prior to reengaging us. If any Client data will be stored on these devices (i.e. through ActiveSync or Outlook Anywhere), the Client understands the risks associated with placing company data on non-company owned devices and should have an appropriate policy in place.

Scheduled Maintenance Windows

DaZZee will perform daily maintenance tasks to keep your workstations and servers running efficiently and to minimize exposure against the latest security threats. For many of these updates to be installed properly your workstations and servers must be restarted. DaZZee may restart your systems, as necessary, between our regular maintenance window of 11PM and 4AM Sunday through Saturday. If a reboot is required outside of this timeframe, we will coordinate that with you so it can be communicated to your staff. For our automated tasks you reserve the right to request that we adjust the maintenance window start and end times to align with your business needs.

Non-Solicitation of Employees

Client acknowledges that DaZZee has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to DaZZee's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving DaZZee's written consent.

If any employee terminates his or her employment with DaZZee (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a 12 month period, Client shall immediately pay DaZZee an amount equal to 200% of the then current annual salary paid by DaZZee to such employee.

Reimbursement for Supplies

On occasion, DaZZee may need to purchase spare parts, other equipment, supplies, accessories or software; in that case, Client shall be responsible to and agrees to reimburse DaZZee for all such costs or expenses incurred under this project. No purchases will be made without prior Client approval. The Client agrees to pay all sales taxes where applicable.



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Alterations to Services or Equipment

If Client or a vendor of the Client under Client direction alters any Equipment or Services provided by DaZZee without the express written consent of DaZZee, Client does so at its own risk and expense. DaZZee shall not be liable or responsible for problems created as a result of Client's alteration of Services, Equipment and/or Client's network or system. If Client wishes DaZZee to correct or fix its alterations or problems relating thereto, such services by DaZZee will be considered a Project and Client agrees that the same terms and conditions set out in this Agreement shall apply.

No Third Party Beneficiary

Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from DaZZee, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

Relationship

DaZZee provides services to Client hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

Logos and Trademarks

The Client agrees that DaZZee may use the Client's name, logos, trademarks and artwork in marketing material, web sites, trade shows and literature for the purposes of promoting DaZZee's own products and services.

Limitations of Liability

DaZZee warrants that all work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. DaZZee shall not be liable to Client for direct damages greater than the amount or price payable hereunder for its services rendered in a given month. Further, DaZZee shall not be liable to Client for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

All warranties, whether statutory, express or implied, including any warranties of quality, durability, fitness for particular purpose, merchantability, continuous use, design, compliance with applicable law, performance or error-free operation are disclaimed in their entirety.

Client Warranty RE Software Licensing

Client warrants that all software it provides to DaZZee for installation, configuration or use in any way, has been legally obtained and is properly licensed. Client further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

DaZZee has no knowledge regarding licensing of software provided to it by its Client and the Client indemnifies DaZZee for any installation, configuration or use of such software. Client understands and acknowledges that that it shall be solely responsible and liable for all software licensing compliance.

Equipment Ownership

The Client agrees that the equipment provided as part of this agreement is owned by DaZZee. Therefore, if it is stolen, damaged, or destroyed, the replacement equipment will be procured at the client's expense and any labor required to reinstall the equipment will be considered a project and billed accordingly. Typically, these fees are covered by the client's business insurance and clients are encouraged to verify with their insurance provider. Enterprise Networks by Design, L.L.C. dba DaZZee may need to be named as an additional insured on your policy.

Jurisdiction



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This Agreement shall be governed by the state and Federal laws applicable in Missouri, U.S.A. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be settled by mediation. The parties will select a mediator in a mutually agreed up manner. At all times during the mediation process, including the selection of the mediator, the parties will act in good faith to attempt to settle their dispute. At all times during the mediation process, the mediator will maintain impartial, though he/she may give his/her views, opinions or settlement proposals as a means to move the dispute toward resolution. However, the mediator's views, opinions, proposals, etc. shall not be deemed to be legal advice. The parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any Court with jurisdiction of the dispute thereof.

Force Majeure and Malicious Acts

DaZZee shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or Internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by DaZZee.

Data Backup Considerations

The Client acknowledges that DaZZee cannot guarantee the integrity of backups due to the sheer number of variables involved with data backup. This is why we conduct periodic backup integrity tests, but at the exact time a restore is needed any number of variables can prevent a successful restore.

If you are subscribing to DaZZee Backup and Disaster Recovery Service please see Exhibit A for full details.

Mutual Non-Disclosure Agreement

Please see Exhibit B.

Terms, Payment and Collection Costs

Monthly services are due on the first of the month for the month services are to be provided. Payment terms for additional products or services vary based on the service provided and clients' previous payment history. Any amount not paid by the invoice due date will bear late charges at the rate of one and one-quarter percent (1.25%) per month or the maximum rate allowed by law from the date of invoice compounded on a daily basis from the date due until the date paid.

If DaZZee enlists the services of an attorney or collections agency to collect any amounts due to it from Client under this Agreement; Client shall be responsible for and agrees to pay all such collection costs.

Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

Attorney's Fees and Costs

In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Client or DaZZee, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.



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Notice

All notices, requests and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served or served by facsimile on the party to whom notice is to be given. If notice is mailed, it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

Enterprise Networks by Design, L.L.C. dba DaZZee I.T. Services
1015 State Hwy 248 Suite A.
Branson, MO 65616

Taxes

Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.



Backup and Disaster Recovery Services (Exhibit A)

Services Provided

We may provide and/or maintain a Server/appliance on-site to act as a local backup storage device and stand-by server in the event of a server production server failure. Incremental backups will be done to the server as frequently as every 24 hours. The data will then be sent to a secure remote (off-site) storage data center as the Clients Internet bandwidth permits. As needed we will perform restoration of data. In the event of total catastrophe where both the production server and backup server is lost, data from the most recent information stored offsite will be made accessible externally as well as shipped or transmitted on-site for restoration. We provide full management, monitoring, and testing of these servers and remote storage.

Security

All data is fully encrypted during transmittal off-site and is stored on-site and off-site in encrypted form using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused. The on-site server communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet.

Data Deduplication and Compression

Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe and the required bandwidth to transfer data off-site remains manageable.

Backup Frequency and Retention Policy

Servers can be backed up as frequently as every 24 hours to the local server. Off-site backup frequency by default is every 24 hours but is ultimately dependent on available Internet bandwidth, rate of data change, and then quickly the data can be replicated offsite. Our default retention policy is 30 days but can be customized to create as many archived versions of data and full recovery points as needed. Please note that modifying the default policy can result in additional storage/billing requirements.

Onsite and Office Storage

Your plan includes 200Gb of off-site deduplicated and compressed data (we have seen up to a 75% reduction in storage needed for backup due to these technologies). In the event that additional storage is required above the base storage capacity, then the additional per GB cost will be billed at \$0.30/per GB on a monthly basis based on utilization.

Protected Machines

We backup the servers provided as part of this bundled plan. Workstations are not typically protected but can be at \$20/per month per workstation. As an alternative – workstations may store critical documents on a network share on servers that are backed up as part of this agreement. All servers and workstations leverage the on-site and off-site storage as defined in the section above.

Smart Data Transport

Data transmission can easily be configured to minimize Internet bandwidth consumption. The on-site server and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day and day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site. Please note that this can impact when data is available off-site for recovery.

Initial Off-Site Backup Image Creation

The initial backup will be sent via an external hard drive to the remote storage facility to seed the data center with your base backup image. There is an approximately 2-week turnaround time to seed the initial backup off-site. Incremental backups will continue to occur on-site during the off-site seeding process and will collapse into the main



New Client Sign-up Packet

backup once the off-site transfer is complete. The data stored on this drive will be encrypted for security purposes during shipping.

Recovery Time Objective (RTO)

DaZZee can restore a file, file folder, or an entire database as needed. The process begins with a Service Request requesting assistance. In a disaster, where you should lose your entire office, we will work closely with you to decide if off-site virtualization is appropriate or to have most current backup information that was successfully transmitted off-site be copied to an external drive to be shipped out via next-business day air transportation for restore to replacement hardware. That means that when a new server arrives, the external drive can be used to restore the most current data to the new server(s) and/or workstation(s) regardless of hardware. There is an additional cost for this service as declared in Equipment Ownership section above.

Ownership of the Data

The backup data being stored locally on DaZZee provided servers and remotely at the Secure Data Center remains the sole property of the Client. If the client chooses to terminate services, DaZZee will assist Client in the orderly termination of services and removal of data from the DaZZee backup storage servers 30 days after the termination date.



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Mutual Non-Disclosure Agreement (Exhibit B)

DaZZee and Client desire to establish a business relationship of mutual interest (the "*Business Purpose*"). In connection with such discussions and work performed, DaZZee and Client recognize that there is a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such confidential information, each party agrees as follows:

1. For purposes of this Agreement, "*Confidential Information*" means any technical, business or other information that:

- (i) is disclosed in writing by one party to the other party and is marked "confidential" or "proprietary" at the time of such disclosure;
- (ii) is disclosed orally by one party to the other party, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or
- (iii) the receiving party knows or has reason to know under the circumstances such information should be treated as confidential or proprietary.

2. Confidential Information will not include information that:

- (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party;
- (ii) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure;
- (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

3. Each party agrees:

- (i) to maintain the other party's Confidential Information in strict confidence;
- (ii) not to disclose such Confidential Information to any third parties; and
- (iii) not to use any such Confidential Information for any purpose except for the Business Purpose. Each party may disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the Business Purpose, but solely to the extent necessary to pursue the Business Purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth in this Agreement. The provisions of this Section 3 will not restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation; provided that the party required to make such a disclosure uses reasonable efforts to give the other party reasonable advance notice of such required disclosure in order to enable the other party to prevent or limit such disclosure.

4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information and all copies thereof (including electronic copies).

5. All Confidential Information remains the sole and exclusive property of the disclosing party. Each party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, in or to any Confidential Information of the disclosing party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing party, except as specified in this Agreement.



BUSINESS LICENSE APPLICATION

Please Check ALL The Items That Apply:

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

K-9 Styles By Sierra
Business/Company Name Fed/State ID #

701 W Rice St Clever MO 65631
Business/Company Address City State Zip

Mailing Address (if different from Business Address) City State Zip

Office Phone Number Fax Number Cell Number Email Address

(360) 579-9442 K9StylesBySierra@yahoo.com
Name of Applicant (Print) Name of Applicant Signature

Sierra Uamas-McBraw S Uamas
Name of Legal Owners of Business

Dog grooming
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: 25.00 Date Paid: 12-30-21 Received By: ML

City Clerk: _____ Mayor: _____ Date Approved: _____



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: K-9 Styles By Sierra

Type of Business: Dog grooming

Physical Address of the Business: 701 W Rice St Clever MO 65631

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?