



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
APRIL 7, 2015
Closed Session – 6:45 p.m.
Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:45 p.m.)

1. Motion to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected

REGULAR SESSION
(7:00 p.m.)

Call to Order
Roll Call
Pledge of Allegiance

Public Comments - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding **agenda** and **non-agenda** items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a **Public Hearing** should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

Proclamation – Pan American Day – April 14th and Pan America Week – April 13-18

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for March 17, 2015.

Approval of minutes for March 31, 2015.

Approval of March 2015 Court Report.

R-2015-013: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING MARCH 20TH, MARCH 27TH, AND APRIL 3RD IN THE AMOUNT OF \$138,599.62. Point of Contact: Finance Director Donna Oliver.

R-2015-014: A RESOLUTION REAPPOINTING CHRIS CRAIG TO THE BOARD OF ZONING ADJUSTMENT. Point of Contact: Mayor Kathy Rose.

REGULAR AGENDA

1. **Public Hearing:** Public hearing to consider vacating a 10 foot access easement on the west side of Lot 3 Riverside Horizons West First Plat, in the City of Riverside, Platte County, Missouri.
 - a) First Reading: Bill No. 2015-023: **AN ORDINANCE VACATING A CERTAIN PORTION OF A LEVEE ACCESS EASEMENT AT 4110 NW HELENA ROAD RIVERSIDE, MISSOURI.** Point of Contact: Community Development Director Mike Duffy.
2. First Reading: Bill No. 2015-024: **AN ORDINANCE APPROVING THE FINAL PLAT OF THE REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT, IN THE CITY OF RIVERSIDE, PLATTE COUNTY, MISSOURI.** Point of Contact: Community Development Director Mike Duffy.
3. First Reading: Bill No. 2015-025: **AN ORDINANCE AMENDING CITY CODE CHAPTERS 125, 210, 300, AND 600 IN ACCORDANCE WITH LAWS ENACTED BY THE 2014 MISSOURI GENERAL ASSEMBLY.** Point of Contact: Major Chris Skinrod and City Clerk Robin Littrell.
4. First Reading: Bill No. 2015-026: **AN ORDINANCE AMENDING CITY CODE CHAPTER 605 RELATED TO BUSINESS LICENSES.** Point of Contact: City Administrator Greg Mills.
5. First Reading: Bill No. 2015-027: **AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF KANSAS CITY, MISSOURI RELATING TO EMERGENCY SERVICES.** Point of Contact: Fire Chief Gordon Fowlston.
6. First Reading: Bill No. 2015-028: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF CLAYTON SEALS AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Fire Chief Gordon Fowlston.
7. First Reading: Bill No. 2015-029: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF SETH JOHNSTON AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Fire Chief Gordon Fowlston.
8. **Motion** to Approve Liquor License contingent upon State of Missouri Approval for Discount Liquor and Smokes (formerly Golden Family Stores), Managing Agent Richard Bryant, Kansas City, MO. Point of Contact: City Clerk Robin Littrell.

9. **R-2015-015: A RESOLUTION APPROVING AN AGREEMENT WITH, AND QUOTE FROM, LEVEL 3 COMMUNICATIONS, LLC.** Point of Contact: Major Chris Skinrod.

10. **Communication from City Administrator**

a) **Department Reports**

- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Public Safety
- v. Public Works
- vi. Levee Board Report

11. **Communication from Mayor**

12. **Communication from Board of Aldermen**

13. **Motion** to Adjourn



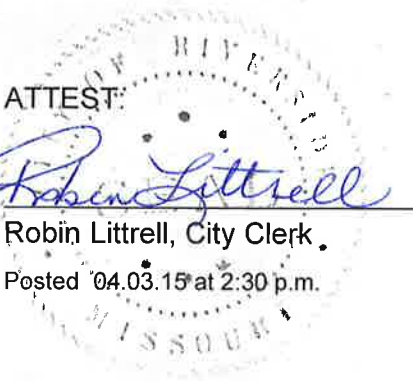
Gregory P. Mills, City Administrator

ATTEST:



Robin Littrell, City Clerk

Posted '04.03.15 at 2:30 p.m.





**PROCLAMATION
HONORING APRIL 14, 2015 AS PAN AMERICAN DAY AND
APRIL 13-18, 2015 AS PAN AMERICAN WEEK**

Whereas, on Pan American Day and throughout Pan American Week, the Western Hemisphere annually celebrates a significant anniversary in our shared history. Pan American Day is a day established by the governments of the American Republics as a symbol of their sovereignty and their voluntary union in one hemispheric community. And, said day/week are the only ones set apart to honor and celebrate the independent republics of the Americas (Canada, USA, Mexico, Central and South America and the independent nations of the Caribbean)

Whereas, Pan American Day/Week is observed by government leaders, as well as by educational and cultural institutions, clubs, commercial associations, and other groups, and conveys its message to all throughout the continent symbolizing common bonds and hopes for a system of hemispheric relations based on mutual respect, opportunity and cooperation;

Whereas, more than 60 years ago, nations of the Americas came together to form the Organization of American States (OAS) and declared that "representative democracy is an indispensable condition for the stability, peace, and development of the region;"

Whereas, we commend the Pan American Association of Greater Kansas City in its efforts to help educate the community about the countries of the Americas, the Organization of American States, and about Pan American Day annually;

THEREFORE, BE IT RESOLVED that I, Kathy Rose by virtue of the authority vested in me do hereby proclaim April 14, 2015 as Pan American Day and April 13-18 as Pan American Week in Riverside, Missouri;

FURTHER this proclamation will be spread upon the minutes of Board of Alderman in testimony thereof.


City Clerk, Robin L. Littrell


Mayor, Kathleen L. Rose



MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, March 17, 2015
6:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, March 17, 2015.

Mayor Rose called the regular meeting to order at 6:31 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Brad Cope, Chet Pruett, Aaron Thatcher, and Mike Fuller.

Also present were City Administrator Greg Mills, and City Clerk Robin Littrell, Community Development Director Mike Duffy, City Engineer Travis Hoover, Public Works Director Tom Wooddell, and Fire Chief Gordon Fowlston. Also attending were City Attorney Paul Campo and Special Counsel Joe Bednar.

MOTION TO ENTER INTO CLOSED @ 6:31 P.M. Alderman Cope moved that the meeting go into closed session pursuant to session pursuant to RSMo 610.021 (2) Leasing, Purchase or sale of real estate and RSMo610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Thatcher.
Yes: Cope, Thatcher, Homer, Fuller, Super, and Pruett.
Motion carried 6-0.

MOTION TO ADJOURN CLOSED @ 7:00 P.M. Alderman Thatcher moved at 7:00 p.m. to adjourn closed session with action taken, second by Alderman Cope.
Yes: Thatcher, Cope, Super, Homer, Pruett, and Fuller.
Motion carried 6-0.

REGULAR SESSION Mayor Rose called the Regular Session Meeting to order at 7:02 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Mike Fuller, Brad Cope, Chet Pruett, Aaron Thatcher, and Ron Super.

Also present were City Administrator Greg Mills, City Clerk Robin Littrell, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, and Major Chris Skinrood. Also present were City Attorney Paul Campo and Special Counsel Joe Bednar.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT None.

CONSENT AGENDA

Alderman Thatcher moved to approve the consent agenda as presented, second by Alderman Homer.
Yes: Thatcher, Homer, Cope, Fuller, Pruett, and Super.
Motion carried 6-0.

MINUTES OF 03-03-15

Alderman Thatcher moved to approve the minutes of the March 03, 2015 meeting, second by Alderman Homer.
Yes: Thatcher, Homer, Cope, Fuller, Pruett, and Super.
Motion carried 6-0.

MINUTES OF 03-11-15

Alderman Thatcher moved to approve the minutes of the March 11, 2015 meeting, second by Alderman Homer.
Yes: Thatcher, Homer, Cope, Fuller, Pruett, and Super.
Motion carried 6-0.

FEBRUARY 2015

Court Report

Alderman Thatcher moved to approve the February 2015 Court Report, second by Alderman Homer
Yes: Thatcher, Homer, Cope, Fuller, Pruett, and Super.
Motion carried 6-0.

RESOLUTION 2015-010

Bill Pay

Alderman Thatcher moved to approve Resolution 2015-010 authorizing the expenditure of funds for fiscal year 2014-2015, for weeks ending March 6th and March 13th in the amount of \$201,634.07, second by Alderman Homer.
Yes: Thatcher, Homer, Cope, Fuller, Pruett, and Super.
Motion carried 6-0.

REGULAR AGENDA

BILL NO. 2015-018

ROW Encroachment Eagle

City Clerk Robin Littrell gave first reading of Bill No. 2015-018. Alderman Thatcher moved to accept first reading and place Bill No. 2015-018 on second and final reading, second by Alderman Cope.
Yes: Thatcher, Cope, Super, Pruett, Homer, and Fuller.
Motion carried 6-0.
Alderman Cope moved to approve Bill 2015-018 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Cope, Thatcher, Fuller, Homer, Pruett, and Super.
Motion carried 6-0.

BILL NO. 2015-019

\$28,0000,000 Refunding Bonds

City Clerk Robin Littrell gave first reading of Bill No. 2015-019. Rick McConnell with Gilmore and Bell stated that this Bill is to approve the refunding of bonds that staff, Columbia Capital and Gilmore & Bell have prepared and answered questions of the board. This will then be taken to the Industrial Development Board later this month.
Alderman Thatcher moved to accept first reading and place Bill No. 2015-019 on second and final reading, second by Alderman Cope.
Yes: Thatcher, Cope, Homer, and Pruett.

No: Super and Fuller.
Motion carried 4-2.
Alderman Cope moved to approve Bill 2015-019 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Cope, Thatcher, Pruett, and Homer.
No: Super and Fuller.
Motion carried 4-2.

BILL NO. 2015-020
CO 6 – Gunter Construction

City Clerk Robin Littrell gave first reading of Bill No. 2015-020. City Engineer Travis Hoover stated that this bill shows true-ups for the landscaping project at Horizons and is actually the final change order for Gunter and is showing a \$3,000 deduct from the original price.
Alderman Thatcher moved to accept first reading and place Bill No. 2015-020 on second and final reading, second by Alderman Cope.
Yes: Thatcher, Cope, Homer, Pruett, Super, and Fuller.
Motion carried 6-0.
Alderman Cope moved to approve Bill 2015-020 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Cope, Thatcher, Pruett, Fuller, Homer, and Super.
Motion carried 6-0.

RESOLUTION 2015-011
TriStem Addendum

City Administrator Greg Mills explained that TriStem is the company hired to do utility auditing and this addendum extends the auditing to AT&T as well.
Alderman Thatcher moved to approve Resolution 2015-011 approving a first addendum to the agreement with TriStem for utility billing, second by Alderman Homer.
Yes: Thatcher, Cope, Fuller, Super, Pruett, and Homer.
Motion carried 6-0.

RESOLUTION 2015-012

Community Development Director Mike Duffy reported that the Platte County Parks Department and the City partnered to construct the trail and the City would be the applicant for the Land and Water Conservation Fund Grant.
Alderman Thatcher moved to approve Resolution 2015-012 approving an application for a land and water conservation fund grant. The County will pay the costs of the trail, second by Alderman Homer.
Yes: Thatcher, Homer, Super, Fuller, Pruett, and Cope.
Motion carried 6-0.

CITY ADMINISTRATOR

Nothing to report.

COMMUNITY DEVELOPMENT

Community Development Director Mike Duffy informed the Board of a trash concern near Line Creek Trail, around the Homestead area and his department will be sending notices to get the area cleaned.

ENGINEERING

Nothing to report.

FINANCE Nothing to report. Mayor Rose did announce the receipt of a letter that reported Finance Director Donna Oliver received the CAFR award again this year.

PUBLIC SAFETY Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD Nothing to report.

MAYOR'S DISCUSSION Mayor Rose reported that she and City Engineer Travis Hoover went to the Platte County Commission meeting and the city received the 2015 Outreach Grant in the amount of \$23,015.25 for the Jumping Branch Trail. It was verified that the funds would be available next year, if we did not use it in this fiscal year. Remember the Meet and Greet with Horizon businesses at Crazy Olives on Wednesday, March 18th. Thursday evening will be the Public Safety Awards in the Aldermen Chambers and then I will be going to Park Hill South later that evening to give the opening for the State of Missouri Student Council Conference being hosted at the school this year. Park Hill South boy's basketball team will be traveling to Columbia, Missouri this weekend to play in the basketball state finals.

BOARD OF ALDERMEN Alderman Pruett – Nothing to report.

Alderman Cope – Nothing to report.

Alderman Fuller – Nothing to report.

Alderman Super – Nothing to report.

Alderman Thatcher – If and when we do the closing on the refunding bonds could the Board get a spreadsheet showing the annualized payments compared to our current annualized payments.

Alderman Homer – Nothing to report.

MOTION TO ADJOURN Alderman Homer moved to adjourn the meeting at 7:36 p.m., second by Alderman Cope.
Yes: Homer, Cope, Thatcher, Super, Fuller, and Pruett.
Motions carried 6-0.

Robin Littrell, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, March 31, 2015
6:15 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, March 31, 2015.

Mayor Rose called the meeting to order at 6:15 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Brad Cope, Art Homer, Mike Fuller, Chet Pruett, Aaron Thatcher, and Ron Super. Candidates Frank Biondo and Al Bowman were also in attendance.

Also present were City Administrator Greg Mills, City Clerk Robin Littrell, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, Finance Director Donna Oliver, and City Engineer Travis Hoover.

**MOTION TO ENTER INTO
CLOSED @ 6:15 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase or sale of real estate, second by Alderman Cope.
Yes: Homer, Cope, Thatcher, Fuller, Super, and Pruett.
Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 6:30 P.M.**

Alderman Thatcher moved at 6:30 p.m. to adjourn closed session with no action taken, second by Alderman Homer.
Yes: Thatcher, Homer, Cope, Super, Pruett, and Fuller.
Motion carried 6-0.

LEGISLATIVE SESSION

Mayor Rose called the Legislative Session Meeting to order at 6:30 p.m.

City Administrator Greg Mills explained that Bill 2015-021 will be pulled from the agenda and heard at another meeting.

BILL NO. 2015-022
Refunding of Bonds
\$28,000,000

City Clerk Robin Littrell gave first reading of Bill No. 2015-022. City Administrator Greg Mills explained that this bill is the same as was passed previously with only four minor word changes to be consistent with the TIF Act. Questions of the Board were answered.
Alderman Thatcher moved to accept first reading and place Bill No. 2015-022 on second and final reading, second by Alderman Cope.
Yes: Thatcher, Cope, Super, Homer, and Pruett.
No: Fuller.
Motion carried 5-1.

Alderman Cope moved to approve Bill 2015-022 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Cope, Thatcher, Homer, Pruett, and Super.
No: Fuller
Motion carried 5-1.

Standard and Poor's Ratings Services discussion was held and information that was passed out to those in attendance was reviewed.

MOTION TO ADJOURN

Alderman Homer moved to adjourn the meeting at 6:43 p.m., second by Alderman Super.
Yes: Homer, Super, Pruett, Fuller, Cope, and Thatcher.
Motion carried 6-0.

Robin Littrell, City Clerk

**CITY OF RIVERSIDE
MUNICIPAL COURT
2950 N.W. VIVION RD
RIVERSIDE, MISSOURI 64150**

**REPORT TO CITY CLERK
FOR MONTH OF MARCH**

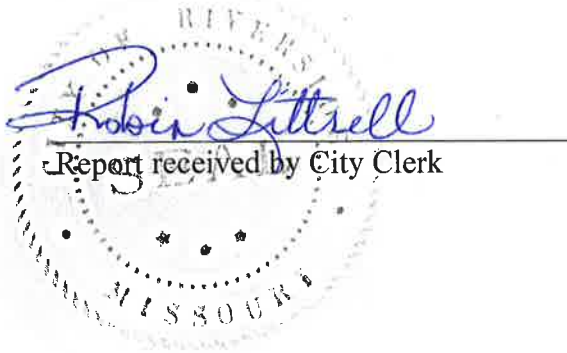
I do hereby certify that this is a complete listing of the cases heard in the Municipal Division for the month of MARCH, 2015.




Shayla Jones
Court Administrator

Filed: April 1, 2015
RSMo. 479.080.3

(Trial de novas filed: None)




Report received by City Clerk

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION | Contact information same as last report |
Municipality: RIVERSIDE	Period: March, 2015	
Mailing Address: 2950 NW VIVION ROAD	Vendor: Tyler Technologies	
Physical Address: 2950 NW VIVION ROAD	County: PLATTE COUNTY	Circuit: 6
Telephone Number: (816) 741-1212	Fax Number: (816) 372-9020	
Prepared by: S JONES	E-mail: municipalcourt@riversidemo.com	Notes
Municipal Judge(s): MARK M. FERGUSON	Prosecuting Attorney: AMY ASHELFORD	

II. MONTHLY CASELOAD INFORMATION	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	180	2,286	1,413
B. Cases filed	3	104	21
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	6	71	21
5. BF and Viol. Bureau Citations	1	11	0
6. Dismissed by Court	0	0	0
7. Nolle Prosequi	1	17	8
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	8	99	29
D. Cases pending - End of Month	175	2,291	1,405
E. Trial de Novo - Appeal filed	0	0	0

III. WARRANT INFORMATION	IV. PARKING TICKETS
1. Total Issued	90 Issued 0
2. Total served/withdrawn EOM	92 [X] No parking tickets
3. Total Outstanding EOM	2,545

V. NET REVENUE COLLECTED			
Fines	/\$ 20,058.00	Restitution	/\$ 0.00
Clerk/Court Fee (Costs)	/\$ 1,680.00	Parking Ticket	/\$ 0.00
Jud Ed Fund	/\$ 0.00	Bond Forf	/\$ 0.00
[X] No JEF collection			
Peace Officer (POST)	/\$ 140.00	Bond refunds	/\$ 3,594.50
Crime Victims Comp (CVC)	/\$ 1,050.00	Total Other Disbursements	
Law Enf Training (LET)	/\$ 280.00		\$ 687.50
Domestic Viol Shelter	/\$ 280.00		
Inmate Sec Fund	/\$ 276.00	Tot Disbursements \$	28,466.00
Sheriffs' Retirement Fund	/\$ 420.00		

Office of State Court Administrator, Statistics
 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
 OSCA Help Desk: 1-888-541-4894 | Research Unit Fax: 573-526-0338
 E-mail: swjis.reports@courts.mo.gov

Missouri Office of State Courts Administrator

MUNICIPAL DIVISION REPORTING FORM
Supplemental

Section V. NET DISBURSEMENTS

<i>Other Disbursements</i>	<i>\$ Amount</i>
<i>DUI</i>	<i>\$ 549.00</i>
<i>JAIL EXPENSE</i>	<i>\$ 138.50</i>
<i>BAD CHECK CHARGE</i>	<i>\$ 0.00</i>
	<i>\$ 0.00</i>
<i>Total for Other Disbursements</i>	<i>\$ 687.50</i>

Office of State Court Administrator, Statistics

2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Research Unit Fax: 573-526-0338

E-mail: swjis.reports@courts.mo.gov

MONTHLY REPORT
TO THE
CITY OF RIVERSIDE, MISSOURI

April 1, 2015

I ATTEST THAT THE FOREGOING IS A TRUE AND
FACTUAL ACCOUNTING OF COURT FOR THE MONTH OF
MARCH, 2015.



SHAYLA JONES, COURT ADMINISTRATOR

*Printed: 04/01/2015

MUNICIPAL COURT REPORT

Citations by Filed Date...

Total Citations	206	
Total Warnings	0	
Total Voids	0	
Total Filed Citations		206

Citations by Issued Date...

Total Citations	175	
Total Warnings	0	
Total Voids	0	
Total Issued Citations		175

Violations by Filed Date...

NON-MOVING VIOLATION	22	
Traffic	155	
City Ordinance	29	
Parking	0	
Total Filed Violations		206

Violations by Issued Date...

NON-MOVING VIOLATION	17	
Traffic	135	
City Ordinance	23	
Parking	0	
Total Issued Violations		175

Continued Cases...

Multiple Continuances

NON-MOVING VIOLATION	15	
Traffic	79	
City Ordinance	30	
Parking	0	
Total		124

Continued Trial

NON-MOVING VIOLATION	0	
Traffic	0	
City Ordinance	2	
Parking	0	
Total		2

Total Continued Cases 126

Paid Fine...

NON-MOVING VIOLATION	6
Traffic	9

MUNICIPAL COURT REPORT

City Ordinance	0	
Parking	0	
Total Paid Fines		15

Before Judge...		
NON-MOVING VIOLATION	63	
Traffic	38	
City Ordinance	17	
Parking	0	
Total Before Judge		118
Total Completed		133

Other Completed...

Dismissed by Prosecutor		
NON-MOVING VIOLATION	2	
Traffic	16	
City Ordinance	14	
Parking	0	
Total		32

DISMISSED STATE CHARGES		
NON-MOVING VIOLATION	0	
Traffic	0	
City Ordinance	5	
Parking	0	
Total		5

TERMINATED PROBATION		
NON-MOVING VIOLATION	0	
Traffic	2	
City Ordinance	0	
Parking	0	
Total		2

FOUND GUILTY - WAIVED FEES		
NON-MOVING VIOLATION	1	
Traffic	11	
City Ordinance	12	
Parking	0	
Total		24

Total Other Completed 63

Grand Total Completed 196

Warrants...

Issued...	
NON-MOVING VIOLATION	6

MUNICIPAL COURT REPORT

RIVERSIDE MUNICIPAL COURT
 Report For March 1, 2015 Thru March 31, 2015 Page: 3
 MOSTRPT

Traffic	74	
City Ordinance	9	
Parking	1	
Total Warrants Issued		90

Cleared...

NON-MOVING VIOLATION	14	
Traffic	63	
City Ordinance	15	
Parking	0	
Total Warrants Cleared		92

Change in Total Warrants 2-

FINE FINE	\$20,008.00
CC COURT COST	\$1,680.00
DV DOMESTIC VIOLENCE	\$280.00
SF SHERIFFS' SURCHARGE	\$420.00
TC TRAINING COST	\$280.00
ISF INMATE SECURITY FUND	\$276.00
CVC2 CRIME VICTIMS CITY2	\$51.80
CVS2 CRIME VICTIMS STATE2	\$998.20
STPT STATE POLICE TRAINING FUND	\$140.00
WRTFE XTRA FINE FOR FTA	\$50.00
DUI DUI	\$549.00
JAILFE JAIL EXPENSE	\$138.50
Total Fees/Fines Paid	\$24,871.50

RESOLUTION NO. R - 2015-013

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING MARCH 20TH , MARCH 27TH , AND APRIL 3RD IN THE AMOUNT OF \$138,599.62.

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

THAT the disbursements and expenditure of funds from the city treasury in the amount of \$138,599.62 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 7TH day of April, 2015.

Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk



Expense Approval Report

By Fund

Payment Dates 03/18/2015 - 03/18/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SAM'S CLUB DIRECT	005047	03/18/2015	SUPPLIES	10-112-000-53900	159.98
HER, LOU	03/17/15	03/18/2015	REIMB SECURITY DEPOSIT	10-20010	100.00
SCHMIDT, EDWARD E	03/30/15	03/18/2015	SR DANCE/BAND	10-341-100-44522	180.00
SAM'S CLUB DIRECT	006375.	03/18/2015	SUPPLIES	10-112-000-53900	29.82
SAM'S CLUB DIRECT	002600	03/18/2015	OFFICE SUPPLIES	10-112-000-50500	24.96
SAM'S CLUB DIRECT	002600	03/18/2015	BOA SUPPLIES	10-112-000-53900	46.16
WINSON, JESSIE	209830882 03/15	03/18/2015	REIMB CITY'S SHARE/MY ICLU	10-115-000-21301	56.25
NORTHLAND REGIONAL CHA	40921	03/18/2015	LEADERSHIP/HOMER	10-102-000-36400	35.00
				Fund 10 - GENERAL FUND Total:	632.17
				Grand Total:	632.17



Expense Approval Report

By Fund

Payment Dates 03/25/2015 - 03/25/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SAM'S CLUB DIRECT	008805	03/25/2015	SUPPLIES	10-216-000-53700	21.76
SAM'S CLUB DIRECT	008805	03/25/2015	SUPPLIES	10-224-000-50500	226.32
SAM'S CLUB DIRECT	004486	03/25/2015	SUPPLIES	10-341-100-44522	62.86
TREVOR BALLARD	03/04/15	03/25/2015	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	130.50
SAM'S CLUB DIRECT	004490	03/25/2015	SUPPLIES	10-341-100-44522	294.13
SAM'S CLUB DIRECT	006279	03/25/2015	SUPPLIES	10-331-000-51600	152.54
ROBIN LITRELL	03/17/15	03/25/2015	REIMB TRVL EXPENSE	10-112-000-36000	158.57
AFLAC	361644	03/25/2015	EMPLOYEE PREMIUMS	10-20008	90.40
KCMO WATER SERVICES DEPA	61440003546387 04/15	03/25/2015	1001 NW ARGOSY PKWY	10-336-107-25400	24.26
KCMO WATER SERVICES DEPA	61445903546971 04/15	03/25/2015	2901 NW VIVION RD	10-336-108-25400	20.50
KCMO WATER SERVICES DEPA	61447103547094 04/15	03/25/2015	4500 HIGH DR	10-337-105-25400	70.84
KCMO WATER SERVICES DEPA	61467003549087 04/15	03/25/2015	4200 RIVERSIDE ST	10-337-101-25400	134.38
KCMO WATER SERVICES DEPA	61467103549090 04/15	03/25/2015	4498 HIGH DR	10-337-104-25400	63.24
KCMO WATER SERVICES DEPA	61468303549219 04/15	03/25/2015	2990 NW VIVION RD	10-337-103-25400	186.64
SAM'S CLUB DIRECT	000006	03/25/2015	SUPPLIES	10-331-000-52700	77.66
KCPL SERVICE PMTS	3823-35-2154 03/15	03/25/2015	2025 VALLEY	10-336-112-25000	750.34
TIME WARNER	101773501 04/15	03/25/2015	CABLE SERVICE	10-224-000-25600	121.76
KCPL - STREET LTG	3261-56-3486 04/15	03/25/2015	4399 N NORTHWOOD RD	10-331-000-26800	31.25
ICMA-RC VANTAGEPOINT	40942722	03/25/2015	EMPLOYEE W/H 03/20 PAYRO	10-20006	1,227.40
ICMA-RC VANTAGEPOINT	40942741	03/25/2015	EMPLOYEE W/H 03/20 PAYRO	10-20006	125.00
RIVERSIDE, CITY OF	03/24/15	03/25/2015	2015 WEIGHT LOSS CHALLENGE	10-115-000-21300	1,200.00
SOUTHWELL, JAMES	03/24/15	03/25/2015	REIMB SECURITY DEPOSIT	10-20010	100.00
NATIONAL NOTARY ASSOCIA	03/24/15	03/25/2015	RENEW/ERRORS & OMISSION	10-216-000-34500	83.25
AT& T LONG DISTANCE	803565468 03/15	03/25/2015	BANS	10-112-000-27000	266.95
CELLCO PARTNERSHIP	9741803194	03/25/2015	DATA CARDS	10-224-000-27200	80.02
Fund 10 - GENERAL FUND Total:					5,700.57
Fund: 52 - PAL FUND					
SAM'S CLUB DIRECT	008805	03/25/2015	SUPPLIES	52-221-000-44510	19.62
Fund 52 - PAL FUND Total:					19.62
Grand Total:					5,720.19



Expense Approval Report By Fund

Payment Dates 04/01/2015 - 04/01/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SAM'S CLUB DIRECT	999999 2015	04/01/2015	MEMBERSHIP RENEWAL	10-112-000-34500	270.00
AT&T	816A5000371267 2015-03	04/01/2015	2950 NW VIVION RD	10-112-000-27000	5,347.64
DONNA OLIVER	03/20/15	04/01/2015	REIMB INTERNET ACCESS	10-112-000-36000	156.96
PACIFIC TELEMAGEMENT S	734402	04/01/2015	EH YOUNG	10-336-107-27000	75.00
PACIFIC TELEMAGEMENT S	734402	04/01/2015	POOL	10-336-110-27000	78.00
PACIFIC TELEMAGEMENT S	734402	04/01/2015	COMM CTR	10-341-000-27000	75.00
SAM'S CLUB DIRECT	0008391	04/01/2015	SUPPLIES	10-112-000-53900	193.20
KCPL SERVICE PMTS	0512-89-5780 04/15	04/01/2015	2626 NW PLATTE RD	10-336-112-25000	16.45
KCPL SERVICE PMTS	0913-11-1638 04/15	04/01/2015	4100 NW RIVERSIDE DR	10-337-106-25000	172.59
KCPL SERVICE PMTS	1232-04-9424 04/15	04/01/2015	2901 NW VIVION RD DPO1	10-336-108-25000	110.10
KCPL - STREET LTG	1921-09-8495 04/15	04/01/2015	4702 NW HIGH DR	10-331-000-26800	38.99
KCPL SERVICE PMTS	2093-49-0946 04/15	04/01/2015	3880 ARGOSY CASINO PARKW	10-336-113-25000	16.45
KCPL SERVICE PMTS	2130-19-8248 04/15	04/01/2015	4026 ARGOSY CASINO PARKW	10-336-113-25000	16.45
KCPL SERVICE PMTS	2359-60-9788 04/15	04/01/2015	4100 NW RIVERSIDE DR	10-337-106-25000	16.45
KCPL SERVICE PMTS	2953-72-9970 04/15	04/01/2015	4102 NW RIVERSIDE DR	10-337-106-25000	16.45
KCPL SERVICE PMTS	3086-70-0722 04/15	04/01/2015	2950 NW VIVION RD	10-337-102-25000	2,990.05
KCPL - STREET LTG	3147-73-7222 04/15	04/01/2015	2509 W PLATTE TS	10-331-000-26800	41.14
KCPL SERVICE PMTS	3578-68-5006 04/15	04/01/2015	4100 NW RIVERSIDE DR	10-337-106-25000	16.45
KCPL - STREET LTG	3948-82-2408 04/15	04/01/2015	4509 GATEWAY TS	10-331-000-26800	36.49
KCPL SERVICE PMTS	4649-50-9862 04/15	04/01/2015	4100 NW RIVERSIDE DR	10-337-106-25000	307.55
KCPL SERVICE PMTS	5319-48-0868 04/15	04/01/2015	4100 NW RIVERSIDE DR	10-337-106-25000	94.09
KCPL SERVICE PMTS	7922-40-5202 04/15	04/01/2015	2990 NW VIVION RD	10-337-103-25000	2,063.46
KCPL SERVICE PMTS	8712-27-4759 04/15	04/01/2015	4101 VAN DE POPLIER SIREN	10-337-103-25000	25.54
KCPL SERVICE PMTS	8768-51-3516 04/15	04/01/2015	2805 NW VIVION RD	10-336-111-25000	144.46
KCPL - STREET LTG	9764-73-3731 04/15	04/01/2015	4423ANW NW INDIAN LN	10-331-000-26800	16.45
KCPL SERVICE PMTS	9775-39-9838 04/15	04/01/2015	4700 HIGH DRIVE	10-337-103-25000	26.24
KCPL SERVICE PMTS	4884-79-8490 2015-03	04/01/2015	4200 NW RIVERSIDE DR A	10-337-101-25000	18.32
KCPL SERVICE PMTS	7556-98-7111 2015-03	04/01/2015	1001 NW ARGOSY PKWY	10-336-107-25000	887.32
KCPL SERVICE PMTS	8138-89-2268 2015-03	04/01/2015	4103 NW TREMONT RD	10-337-117-25000	398.40
KCPL SERVICE PMTS	8507-74-3245 2015-03	04/01/2015	4200 NW RIVERSIDE DR	10-337-101-25000	609.86
KCPL SERVICE PMTS	8555-87-0016 2015-03	04/01/2015	4498 NW HIGH DR	10-337-104-25000	1,035.77
KCPL SERVICE PMTS	9499-79-6859 2015-03	04/01/2015	4500 NW HIGH DR	10-337-105-25000	214.52
ANDERSON, LARISSA	03/30/15	04/01/2015	REIMB SECURITY DEPOSIT	10-20010	50.00
CAMPBELL, GENEVA	03/31/15	04/01/2015	BUNNY COSTUME RENTAL	10-341-100-44400	74.29
SAM'S CLUB DIRECT	CF1503 2015	04/01/2015	ADMIN FEE	10-112-000-34500	50.00
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - ADMINISTRATION	10-112-000-19200	40.80
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - MUNICIPAL COURT	10-216-000-19200	6.80
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - PUBLIC SAFETY	10-221-000-19200	340.73
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - COMMUNICATIONS	10-223-000-19200	241.45
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - P S ADMINISTRATION	10-224-000-19200	41.36
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - FIRE DEPARTMENT	10-226-000-19200	229.76
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - PUBLIC WORKS	10-331-000-19200	54.40
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - ENGINEERING	10-332-000-19200	19.26
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - COMMUNITY CENTE	10-341-000-19200	13.60
LINCOLN NATIONAL LIFE INS.	2991026785	04/01/2015	LIFE INS - COMMUNITY DEVEL	10-819-000-19200	78.29
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - ADMINISTRATION	10-112-000-19000	2,236.15
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - ADMINISTRATION	10-112-000-19100	357.09
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	VISION - ADMINISTRATION	10-112-000-19300	60.32
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - MUNICIPAL COURT	10-216-000-19000	399.15
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - MUNICIPAL COURT	10-216-000-19100	34.16
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	VISION - MUNICIPAL COURT	10-216-000-19300	7.54
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - PUBLIC SAFETY	10-221-000-19000	17,414.34
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - PUBLIC SAFETY	10-221-000-19100	1,139.59

Expense Approval Report

Payment Dates: 04/01/2015 - 04/01/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	VISION - PUBLIC SAFETY	10-221-000-19300	271.42
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - COMMUNICATIONS	10-223-000-19000	4,559.42
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - COMMUNICATIONS	10-223-000-19100	408.86
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	VISION - COMMUNICATIONS	10-223-000-19300	59.24
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - P S ADMINISTRATIO	10-224-000-19000	3,155.09
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - P S ADMINISTRATIO	10-224-000-19100	203.90
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - P S ADMINISTRATIO	10-224-000-19300	36.62
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - FIRE DEPARTMENT	10-226-000-19000	8,571.41
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - FIRE DEPARTMENT	10-226-000-19100	900.47
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - FIRE DEPARTMENT	10-226-000-19300	168.02
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - PUBLIC WORKS	10-331-000-19000	4,824.55
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - PUBLIC WORKS	10-331-000-19100	323.99
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - PUBLIC WORKS	10-331-000-19300	60.32
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - ENGINEERING	10-332-000-19000	1,497.38
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - ENGINEERING	10-332-000-19100	119.03
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - ENGINEERING	10-332-000-19300	29.08
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - COMMUNITY CENT	10-341-000-19000	1,876.08
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - COMMUNITY CENT	10-341-000-19100	119.03
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - COMMUNITY CENT	10-341-000-19300	22.62
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	HEALTH - COMMUNITY DEVEL	10-819-000-19000	3,996.30
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - COMMUNITY DEVEL	10-819-000-19100	322.93
MIDWEST PUBLIC RISK OF MI	B00MJY	04/01/2015	DENTAL - COMMUNITY DEPA	10-819-000-19300	51.70
Fund 10 - GENERAL FUND Total:					69,992.38
Grand Total:					69,992.38



Expense Approval Report

By Fund

Post Dates 04/07/2015 - 04/07/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
EMBASSY LANDSCAPE GROUP	70578	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
NORTH KANSAS CITY HOSPITA	01/12/15	04/07/2015	DRUG/ALCOHOL SCREEN	10-115-000-30800	150.00
NABHOLZ CONSTRUCTION CO	29158024-01	04/07/2015	REPLACE FREE EXIT LOOP/SAL	10-337-103-41500	364.95
DAY STAR	528432-000	04/07/2015	CHARGER VEHICLE W CRADLE	10-226-000-40000	202.00
DAY STAR	527604-000	04/07/2015	SENSOR COMBUSTIBLE,OXYG	10-226-000-40000	350.00
NABHOLZ CONSTRUCTION CO	29158023-01	04/07/2015	SPRING REPLACEMENT	10-337-101-41500	697.62
NORTH KANSAS CITY HOSPITA	12/31/14	04/07/2015	DRUG/ALCOHOL SCREENING	10-115-000-30800	150.00
NABHOLZ CONSTRUCTION CO	29158022-01	04/07/2015	DIAGNOSE EXIT LOOP MALFU	10-337-103-41500	195.00
EMBASSY LANDSCAPE GROUP	70579	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
WILLIAMS & CAMPO, P.C.	6726	04/07/2015	LEGAL SERVICES	10-112-000-20300	1,375.00
ENET, LLC	4056	04/07/2015	SERVICE/SUPPORT	10-341-000-40500	170.00
ALL COPY PRODUCTS, INC	AR1513601	04/07/2015	COPIER USAGE	10-112-000-32300	181.59
ALL COPY PRODUCTS, INC	AR1513602	04/07/2015	COPIER USAGE	10-112-000-32300	211.01
EMBASSY LANDSCAPE GROUP	70580	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
L 3 COM MOBILE VISION INC	0222936-IN	04/07/2015	USBKEY	10-221-000-41000	131.70
KC WIRELESS INC	45044	04/07/2015	CIRCUIT BREAKER	10-221-000-41000	123.90
WILLIAMS & CAMPO, P.C.	6764	04/07/2015	BRIARCLIFF REDEVELOPMENT	10-112-000-20300	1,250.00
WILLIAMS & CAMPO, P.C.	6765	04/07/2015	LEGAL SERVICES	10-112-000-20300	3,926.92
ALL COPY PRODUCTS, INC	AR1521698	04/07/2015	COPIER USAGE	10-112-000-32300	118.91
JOHN T. CAMERON	03/12/15	04/07/2015	POLYGRAPH EXAMS/SMITH,	10-115-000-30800	300.00
SHRED-IT US JV LLC	057664375	04/07/2015	SHREDDING/CITY HALL	10-112-000-50500	64.20
GARY D CRAWFORD	3369	04/07/2015	TRIM & CUT TREES/TRAIL	10-336-000-42000	1,500.00
CORNELL ROOFING & SHEET	1914	04/07/2015	ROOF REPAIR/COMMUNITY C	10-337-104-41500	223.00
CORNELL ROOFING & SHEET	1915	04/07/2015	ROOF REPAIR/CITY HALL	10-337-102-41500	198.00
INTERPRETERS, INC	22222	04/07/2015	INTERPRETER SERVICE	10-216-000-21302	127.25
GARY D CRAWFORD	3370	04/07/2015	TRIM & CUT TREES/TRAIL	10-336-000-42000	800.00
EAGLE AUTO STRIPPING	8462	04/07/2015	SANDBLAST METAL STEPS PRI	10-221-000-41000	108.78
REJIS COMMISSION	INV0040972	04/07/2015	LEWEB SUBSCRIPTION	10-223-000-43401	643.46
REJIS COMMISSION	INV0040982	04/07/2015	LEWEB SUBSCRIPTION	10-216-000-43400	20.20
DAMON PURSELL	183179	04/07/2015	YARD WASTE DISPOSAL	10-331-000-26000	505.00
MAIL WORKS	22053	04/07/2015	NEWSLETTER	10-112-000-32001	49.02
MAIL WORKS	22053	04/07/2015	NEWSLETTER	10-112-000-51500	751.64
TOWN & COUNTRY DISPOSAL	55402	04/07/2015	DISPOSAL SERVICE/PUBLIC W	10-331-000-26000	510.00
CAM-DEX SECURITY CORP	1003182	04/07/2015	VIDEO EDGE DVR REPAIR	10-224-000-40709	1,390.00
TOWN & COUNTRY BUILDING	1210	04/07/2015	JANITORIAL SERVICE	10-337-102-41500	280.00
JOHNSON BUSINESS CARDS	810	04/07/2015	BUSINESS CARDS/CLARK, DRE	10-224-000-32000	150.00
CITY TREASURER	AB15-APR	04/07/2015	AMBULANCE SERVICES 04/01-	10-226-000-44800	7,577.50
BD OF POLICE COMMISSIONE	M020542	04/07/2015	ALERT SYSTEM USER	10-223-000-43401	219.30
MR MAT	508790	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	508791	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
MR MAT	508792	04/07/2015	SWIPE TOWELS, DUST MOP,	10-337-104-41500	36.35
MR MAT	508793	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
BOUND TREE MEDICAL LLC	81734621	04/07/2015	GLUTOSE, MEDSTORM, TEST	10-226-000-53707	285.75
ADAMS, ASHLEIGH	03/20/15	04/07/2015	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	43.50
ALLEN, GIBBS, & HOULIK, L.C.	898822	04/07/2015	PAYROLL PROCESSING	10-115-000-31600	492.42
KC WIRELESS INC	45126	04/07/2015	INSTALLED USB PORT, FUSE H	10-221-000-41000	65.45
ALPHAGRAPHICS #190	41555	04/07/2015	NEWSLETTER	10-112-000-32001	992.03
MR MAT	509056	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	509057	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
MR MAT	509058	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
TOWN & COUNTRY DISPOSAL	56054	04/07/2015	DISPOSAL SERVICE/RESIDENTI	10-331-000-26000	4,494.13
KC WIRELESS INC	45143	04/07/2015	INSTALL FRONT RADAR COUN	10-221-000-41000	40.00
KC WEB	14192	04/07/2015	INTERNET SERVICE	10-112-000-27000	200.00

Expense Approval Report

Post Dates: 04/07/2015 - 04/07/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SWARTZ CONSULTING LLC	15051	04/07/2015	TECHNOLOGY SUPPORT	10-224-000-40703	225.00
LAURA JEANNE LYNCH	2015-21	04/07/2015	NEWSLETTER EDITORIAL, COP	10-112-000-21300	2,000.00
INFORMATION FUND	44915	04/07/2015	MONTHLY SALES, USE TAX RE	10-112-000-40700	105.00
CENTRAL POWER SYSTEMS &	14 007499	04/07/2015	ANNUAL SERVICE/GENERATO	10-337-102-41500	296.25
CENTRAL POWER SYSTEMS &	14 007499	04/07/2015	ANNUAL SERVICE/GENERATO	10-337-103-41500	296.25
MISSOURI ONE CALL SYSTEM,	5030287	04/07/2015	LOCATE FEE (129)	10-331-000-21304	167.70
EATON CHEMICAL INCORPOR	55405	04/07/2015	CHERRY BOMB PLUS/55 GAL	10-221-000-41000	428.75
EATON CHEMICAL INCORPOR	55607	04/07/2015	55 GAL POLY DRUM CREDIT	10-221-000-41000	-25.00
ALL COPY PRODUCTS, INC	AR1515621	04/07/2015	TONER	10-112-000-32300	86.00
LANDMARK NEWSPAPER, THE	22549	04/07/2015	STATEMENT OF RECEIPTS AN	10-112-000-32700	262.93
LANDMARK NEWSPAPER, THE	22560	04/07/2015	NOTICE TO BID/PHONE SERVI	10-112-000-32700	35.70
ALL COPY PRODUCTS, INC	AR1516218	04/07/2015	COPIER USAGE	10-112-000-32300	175.77
QUALITY PLUMBING INC	59896	04/07/2015	REPLACE PIPE W/PVC	10-337-103-41500	605.16
PATEK & ASSOCIATES LLC	3103	04/07/2015	CONSULTING SERVICE	10-112-000-21300	3,500.00
MR MAT	509312	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	509313	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
MR MAT	509314	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
				Fund 10 - GENERAL FUND Total:	51,450.90
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
MID-AMERICA REGIONAL	G-I-0005601	04/07/2015	TRANSPORTATION FUNDS PR	21-025-000-54000	4,675.00
K & G STRIPING, INC.	15089-01	04/07/2015	SIGNS/NW 48TH & NW NORT	21-025-000-53000	1,540.00
HOUSTON EXCAVATING	107	04/07/2015	HORIZONS PARKWAY	21-020-000-54000	3,013.70
				Fund 21 - CAPITAL IMPROVEMENTS FUND Total:	9,228.70
Fund: 30 - CAPITAL EQUIPMENT FUND					
DIGITAL HIGHWAY, INC	EXECUIN11772	04/07/2015	Cradlepoint Cellular, WiFi, GP	30-221-000-60000	70.00
DIGITAL HIGHWAY, INC	EXECUIN11772	04/07/2015	Cradlepoint Cellular, WiFi, GP	30-221-000-60000	1,505.28
				Fund 30 - CAPITAL EQUIPMENT FUND Total:	1,575.28
Grand Total:					62,254.88

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	51,450.90	0.00
21 - CAPITAL IMPROVEMENTS FUND	9,228.70	0.00
30 - CAPITAL EQUIPMENT FUND	1,575.28	0.00
Grand Total:	62,254.88	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-112-000-20300	Other Legal Fees	6,551.92	0.00
10-112-000-21300	Other Professional Fees	5,500.00	0.00
10-112-000-27000	Telephone	200.00	0.00
10-112-000-32001	Publications	1,041.05	0.00
10-112-000-32300	Copy Machine Maintena	773.28	0.00
10-112-000-32700	Legal Notices	298.63	0.00
10-112-000-40700	Software Maintenance F	105.00	0.00
10-112-000-50500	Office Supplies	64.20	0.00
10-112-000-51500	Postage	751.64	0.00
10-115-000-21301	Healthy Employee	43.50	0.00
10-115-000-30800	Lab Work	600.00	0.00
10-115-000-31600	Payroll Service	492.42	0.00
10-216-000-21302	Other Professional Fees/	127.25	0.00
10-216-000-43400	Regis Entries	20.20	0.00
10-221-000-41000	Vehicle Maintenance	873.58	0.00
10-223-000-43401	CJIS Subscription	862.76	0.00
10-224-000-32000	Printing	150.00	0.00
10-224-000-40703	Telephone System Main	225.00	0.00
10-224-000-40709	Self Insurance Maintena	1,390.00	0.00
10-226-000-40000	Equipment Maintenance	552.00	0.00
10-226-000-44800	Ambulance Service	7,577.50	0.00
10-226-000-53707	Supplies - EMS Unit	285.75	0.00
10-331-000-21304	Contract Mowing	11,571.21	0.00
10-331-000-26000	City Wide Trash	5,509.13	0.00
10-336-000-42000	Trail System Maintenanc	2,300.00	0.00
10-337-101-41500	Building Maint. - Public	761.37	0.00
10-337-102-41500	Building Maint. - City Hal	854.20	0.00
10-337-103-41500	Building Maint. - Public S	1,539.96	0.00
10-337-104-41500	Building Maint. - Comm.	259.35	0.00
10-341-000-40500	IT Contract Services	170.00	0.00
21-020-000-54000	Other	3,013.70	0.00
21-025-000-53000	Construction - Infrastruc	1,540.00	0.00
21-025-000-54000	Other	4,675.00	0.00
30-221-000-60000	Vehicles	1,575.28	0.00
Grand Total:		62,254.88	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	53,026.18	0.00
02515	4,675.00	0.00
02580	1,540.00	0.00
21780	3,013.70	0.00
Grand Total:	62,254.88	0.00



Expense Approval Report By Fund

Post Dates 04/07/2015 - 04/07/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
EMBASSY LANDSCAPE GROUP	70578	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
NORTH KANSAS CITY HOSPITA	01/12/15	04/07/2015	DRUG/ALCOHOL SCREEN	10-115-000-30800	150.00
NABHOLZ CONSTRUCTION CO	29158024-01	04/07/2015	REPLACE FREE EXIT LOOP/SAL	10-337-103-41500	364.95
DAY STAR	528432-000	04/07/2015	CHARGER VEHICLE W CRADLE	10-226-000-40000	202.00
DAY STAR	527604-000	04/07/2015	SENSOR COMBUSTIBLE,OXYG	10-226-000-40000	350.00
NABHOLZ CONSTRUCTION CO	29158023-01	04/07/2015	SPRING REPLACEMENT	10-337-101-41500	697.62
NORTH KANSAS CITY HOSPITA	12/31/14	04/07/2015	DRUG/ALCOHOL SCREENING	10-115-000-30800	150.00
NABHOLZ CONSTRUCTION CO	29158022-01	04/07/2015	DIAGNOSE EXIT LOOP MALFU	10-337-103-41500	195.00
EMBASSY LANDSCAPE GROUP	70579	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
WILLIAMS & CAMPO, P.C.	6726	04/07/2015	LEGAL SERVICES	10-112-000-20300	1,375.00
ENET, LLC	4056	04/07/2015	SERVICE/SUPPORT	10-341-000-40500	170.00
ALL COPY PRODUCTS, INC	AR1513601	04/07/2015	COPIER USAGE	10-112-000-32300	181.59
ALL COPY PRODUCTS, INC	AR1513602	04/07/2015	COPIER USAGE	10-112-000-32300	211.01
EMBASSY LANDSCAPE GROUP	70580	04/07/2015	GROUNDS MAINTENANCE	10-331-000-21304	3,801.17
L 3 COM MOBILE VISION INC	0222936-IN	04/07/2015	USBKEY	10-221-000-41000	131.70
KC WIRELESS INC	45044	04/07/2015	CIRCUIT BREAKER	10-221-000-41000	123.90
WILLIAMS & CAMPO, P.C.	6764	04/07/2015	BRIARCLIFF REDEVELOPMENT	10-112-000-20300	1,250.00
WILLIAMS & CAMPO, P.C.	6765	04/07/2015	LEGAL SERVICES	10-112-000-20300	3,926.92
ALL COPY PRODUCTS, INC	AR1521698	04/07/2015	COPIER USAGE	10-112-000-32300	118.91
JOHN T. CAMERON	03/12/15	04/07/2015	POLYGRAPH EXAMS/SMITH,	10-115-000-30800	300.00
SHRED-IT US JV LLC	057664375	04/07/2015	SHREDDING/CITY HALL	10-112-000-50500	64.20
GARY D CRAWFORD	3369	04/07/2015	TRIM & CUT TREES/TRAIL	10-336-000-42000	1,500.00
CORNELL ROOFING & SHEET	1914	04/07/2015	ROOF REPAIR/COMMUNITY C	10-337-104-41500	223.00
CORNELL ROOFING & SHEET	1915	04/07/2015	ROOF REPAIR/CITY HALL	10-337-102-41500	198.00
INTERPRETERS, INC	22222	04/07/2015	INTERPRETER SERVICE	10-216-000-21302	127.25
GARY D CRAWFORD	3370	04/07/2015	TRIM & CUT TREES/TRAIL	10-336-000-42000	800.00
EAGLE AUTO STRIPPING	8462	04/07/2015	SANDBLAST METAL STEPS PRI	10-221-000-41000	108.78
REJIS COMMISSION	INV0040972	04/07/2015	LEWEB SUBSCRIPTION	10-223-000-43401	643.46
REJIS COMMISSION	INV0040982	04/07/2015	LEWEB SUBSCRIPTION	10-216-000-43400	20.20
DAMON PURSELL	183179	04/07/2015	YARD WASTE DISPOSAL	10-331-000-26000	505.00
MAIL WORKS	22053	04/07/2015	NEWSLETTER	10-112-000-32001	49.02
MAIL WORKS	22053	04/07/2015	NEWSLETTER	10-112-000-51500	751.64
TOWN & COUNTRY DISPOSAL	55402	04/07/2015	DISPOSAL SERVICE/PUBLIC W	10-331-000-26000	510.00
CAM-DEX SECURITY CORP	1003182	04/07/2015	VIDEO EDGE DVR REPAIR	10-224-000-40709	1,390.00
TOWN & COUNTRY BUILDING	1210	04/07/2015	JANITORIAL SERVICE	10-337-102-41500	280.00
JOHNSON BUSINESS CARDS	810	04/07/2015	BUSINESS CARDS/CLARK, DRE	10-224-000-32000	150.00
CITY TREASURER	AB15-APR	04/07/2015	AMBULANCE SERVICES 04/01-	10-226-000-44800	7,577.50
BD OF POLICE COMMISSIONE	M020542	04/07/2015	ALERT SYSTEM USER	10-223-000-43401	219.30
MR MAT	508790	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	508791	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
MR MAT	508792	04/07/2015	SWIPE TOWELS, DUST MOP,	10-337-104-41500	36.35
MR MAT	508793	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
BOUND TREE MEDICAL LLC	81734621	04/07/2015	GLUTOSE, MEDSTORM, TEST	10-226-000-53707	285.75
ADAMS, ASHLEIGH	03/20/15	04/07/2015	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	43.50
ALLEN, GIBBS, & HOULIK, L.C.	898822	04/07/2015	PAYROLL PROCESSING	10-115-000-31600	492.42
KC WIRELESS INC	45126	04/07/2015	INSTALLED USB PORT, FUSE H	10-221-000-41000	65.45
ALPHAGRAPHICS #190	41555	04/07/2015	NEWSLETTER	10-112-000-32001	992.03
MR MAT	509056	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	509057	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
MR MAT	509058	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
TOWN & COUNTRY DISPOSAL	56054	04/07/2015	DISPOSAL SERVICE/RESIDENTI	10-331-000-26000	4,494.13
KC WIRELESS INC	45143	04/07/2015	INSTALL FRONT RADAR COUN	10-221-000-41000	40.00
KC WEB	14192	04/07/2015	INTERNET SERVICE	10-112-000-27000	200.00

Expense Approval Report

Post Dates: 04/07/2015 - 04/07/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SWARTZ CONSULTING LLC	15051	04/07/2015	TECHNOLOGY SUPPORT	10-224-000-40703	225.00
LAURA JEANNE LYNCH	2015-21	04/07/2015	NEWSLETTER EDITORIAL, COP	10-112-000-21300	2,000.00
INFORMATION FUND	44915	04/07/2015	MONTHLY SALES, USE TAX RE	10-112-000-40700	105.00
CENTRAL POWER SYSTEMS &	14 007499	04/07/2015	ANNUAL SERVICE/GENERATO	10-337-102-41500	296.25
CENTRAL POWER SYSTEMS &	14 007499	04/07/2015	ANNUAL SERVICE/GENERATO	10-337-103-41500	296.25
MISSOURI ONE CALL SYSTEM,	5030287	04/07/2015	LOCATE FEE (129)	10-331-000-21304	167.70
EATON CHEMICAL INCORPOR	55405	04/07/2015	CHERRY BOMB PLUS/55 GAL	10-221-000-41000	428.75
EATON CHEMICAL INCORPOR	55607	04/07/2015	55 GAL POLY DRUM CREDIT	10-221-000-41000	-25.00
ALL COPY PRODUCTS, INC	AR1515621	04/07/2015	TONER	10-112-000-32300	86.00
LANDMARK NEWSPAPER, THE	22549	04/07/2015	STATEMENT OF RECEIPTS AN	10-112-000-32700	262.93
LANDMARK NEWSPAPER, THE	22560	04/07/2015	NOTICE TO BID/PHONE SERVI	10-112-000-32700	35.70
ALL COPY PRODUCTS, INC	AR1516218	04/07/2015	COPIER USAGE	10-112-000-32300	175.77
QUALITY PLUMBING INC	59896	04/07/2015	REPLACE PIPE W/PVC	10-337-103-41500	605.16
PATEK & ASSOCIATES LLC	3103	04/07/2015	CONSULTING SERVICE	10-112-000-21300	3,500.00
MR MAT	509312	04/07/2015	ENTRY MATS	10-337-101-41500	21.25
MR MAT	509313	04/07/2015	ENTRY MATS	10-337-102-41500	26.65
MR MAT	509314	04/07/2015	ENTRY MATS	10-337-103-41500	26.20
				Fund 10 - GENERAL FUND Total:	51,450.90
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
MID-AMERICA REGIONAL	G-I-0005601	04/07/2015	TRANSPORTATION FUNDS PR	21-025-000-54000	4,675.00
K & G STRIPING, INC.	15089-01	04/07/2015	SIGNS/NW 48TH & NW NORT	21-025-000-53000	1,540.00
HOUSTON EXCAVATING	107	04/07/2015	HORIZONS PARKWAY	21-020-000-54000	3,013.70
				Fund 21 - CAPITAL IMPROVEMENTS FUND Total:	9,228.70
Fund: 30 - CAPITAL EQUIPMENT FUND					
DIGITAL HIGHWAY, INC	EXECUIN11772	04/07/2015	Cradlepoint Cellular, WiFi, GP	30-221-000-60000	70.00
DIGITAL HIGHWAY, INC	EXECUIN11772	04/07/2015	Cradlepoint Cellular, WiFi, GP	30-221-000-60000	1,505.28
				Fund 30 - CAPITAL EQUIPMENT FUND Total:	1,575.28
				Grand Total:	62,254.88

A RESOLUTION REAPPOINTING CHRIS CRAIG TO THE BOARD OF ZONING ADJUSTMENT

WHEREAS, the City, pursuant to the Unified Development Ordinance, Section 400.170 of the Municipal Code Book for the City of Riverside, Missouri; and

WHEREAS, the Board of Zoning Adjustment shall consist of five (5) citizen members appointed by; and

WHEREAS, Section 400.170 of the Municipal Code requires that the Mayor appoint the members representing the City and that the Board of Aldermen approve such appointments; and

WHEREAS, the Mayor desires to reappoint Chris Craig to the position on the Board of Zoning Adjustment, where his term expires in February 2020; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the city to approve and ratify such reappointment as proposed by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS;

THAT Chris Criag, 5019 NW Woodside Dr, Ward II, Riverside Missouri; is hereby reappointed by the Mayor and ratified by the Board of Aldermen as a member of the Board of Zoning Adjustment of Riverside, Missouri to a five (5) year term and expiring in February 2020, or until a successor is duly appointed and ratified;

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of April, 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

MINUTES
REGULAR MEETING
PLANNING AND ZONING COMMISSION
RIVERSIDE, MISSOURI

Thursday, March 26, 2015
6:30 p.m.

The Planning and Zoning Commission for the City of Riverside, Missouri, met in regular session at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri.

Chair Al Bowman called the meeting to order at 6:30 p.m. Answering roll call were Al Bowman, Ray Uhl, Harold Snoderley, Mike Soler, Stephen King, and Mike Lombardo. Also present: City Planner Jackie Carlson. Members absent were Steven Kaspar, Jim Frakes, Art Homer and Mayor Kathy Rose.

Approval of Minutes of
February 26, 2015.

Commissioner Uhl moved to approve the minutes of February 26, 2015, seconded by Commissioner Snoderley.
Motion passed 6-0.

Final Plat-4110 NW
Helena Rd (Yanfeng)

City Planner Jackie Carlson gave an overview of the request for the replat. She explained that the applicant is requesting a replat to accommodate the vacation of a portion of the levee access easement and the replatting of that easement so that it does not interfere with the location of the building.

Commissioner King moved to recommend approval of the replat of 4110 NW Helena Road to the Board of Aldermen, seconded by Commissioner Soler.
Motion passed 6-0.

Adjourn

Commissioner Snoderley moved to adjourn at 6:34 p.m.
Commissioner Uhl seconded and the meeting was adjourn 6-0.

Sarah Wagner
Community Development

AN ORDINANCE VACATING A CERTAIN PORTION OF A LEVEE ACCESS EASEMENT AT 4110 NW HELENA ROAD RIVERSIDE, MISSOURI

WHEREAS, The City of Riverside is the current owner of Lot 3, Riverside Horizons West First Plat, a subdivision in the City of Riverside, Platte County, Missouri and has filed an application with the City of Riverside for vacation of a portion of a levee access easement located along the north side of said lot; and

WHEREAS, a public hearing was held before the Board of Aldermen on April 7, 2015 to determine the advisability of vacating a portion of such easement; and

WHEREAS, no utility company has submitted a written or verbal objection to the vacation of the easement as provided herein; and

WHEREAS, the Board of Aldermen has deemed it necessary and convenient to vacate, discontinue and/or otherwise abandon that certain portion of a levee access easement at 4110 NW Helena Road, and has further determined such vacation, discontinuance and/or abandonment to be advisable and in the City's best interests for the promotion of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1 - FINDINGS. The Board of Aldermen do hereby find vacation, abandonment and/or discontinuance of the actions contained herein to be necessary, expedient and in the best interest of the public.

SECTION 2 – VACATION OF EASEMENT. The City of Riverside, Missouri, by and through its Board of Aldermen does hereby vacate, abandon and otherwise discontinue that portion of the levee access easement at 4110 NW Helena Road described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Vacated Portion").

SECTION 3 – AUTHORITY GRANTED. The Mayor, the City Administrator, the City Attorney and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to vacate that part of the easement as set forth herein and to otherwise carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

SECTION 4 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 6 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 7th day of April, 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

Exhibit A

REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT

Portion of Levee Access Easement to Be Vacated

Description:

The north 15 feet of Lot 3, RIVERSIDE HORIZONS WEST FIRST PLAT, a subdivision in the City of Riverside, Platte County, Missouri.



**City of Riverside
Staff Analysis Report**

Case # PC15-08

Replat of Lot 3, Riverside Horizons West
First Plat

General Information

Applicant: City of Riverside for Yanfeng USA Automotive Trim System

Location: 4110 NW Helena Road

Application: Replat of Lot 3, Riverside Horizons West First Plat

Current Zoning: PD Planned Development

Existing Land Use: Industrial

Proposed Land Use: Industrial

Site Area: Approximately 21.807 acres (949,924 sq.ft.)

Procedure: The plat will be reviewed by the Commission and the Board of Aldermen.

Analysis

Overview: Yanfeng USA Automotive Trim System has a 349,158 square foot industrial building located at 4110 NW Helena Road. The applicant is requesting the replat to vacate a 15 Levee Access Easement along the north property line and replace it with a 35 foot Levee Access Easement along the north property line with the exception on the far northwest corner where the easement will be tapered and reduced to 17.5 feet to accommodate the construction of the building.

Conformance to Comprehensive Master Plan: The modified plat and proposed use are in conformance with the Comprehensive Master Plan as the plan identifies the area as industrial.

Recommendation

Staff finds the application in conformance with the Comprehensive Master Plan, UDO and previously approved final plats, and therefore, recommends approval of the replat.

Attachments

- Proposed Plat

AN ORDINANCE APPROVING THE FINAL PLAT OF THE REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT, IN THE CITY OF RIVERSIDE, PLATTE COUNTY, MISSOURI

WHEREAS, Application No. PC15-08, submitted by the City of Riverside requesting approval of the Final Plat of **THE REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT**, in the City of Riverside, Platte County, Missouri, was referred to the Planning Commission; and

WHEREAS, the Planning Commission considered the application on March 26, 2015 and rendered a report to the Board of Aldermen recommending that the final plat be approved; and

WHEREAS, that it is in the best interest of the City of Riverside, Missouri to approve the Final Plat of **THE REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT** as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1 – APPROVAL OF FINAL PLAT. That the Final Plat of **THE REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT**, in the City of Riverside, Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein, is hereby approved, platting the property legally described in Exhibit “A”.

SECTION 2 - ACCEPTANCE OF DEDICATION. That the City of Riverside hereby further accepts the dedication of all streets, municipal uses, easement, access, and utilities shown on the plat, not heretofore dedicated to the public for the purpose(s) as therein set out.

SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 7th day of April, 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

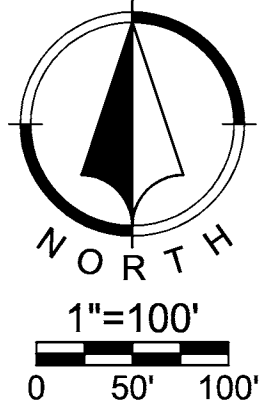
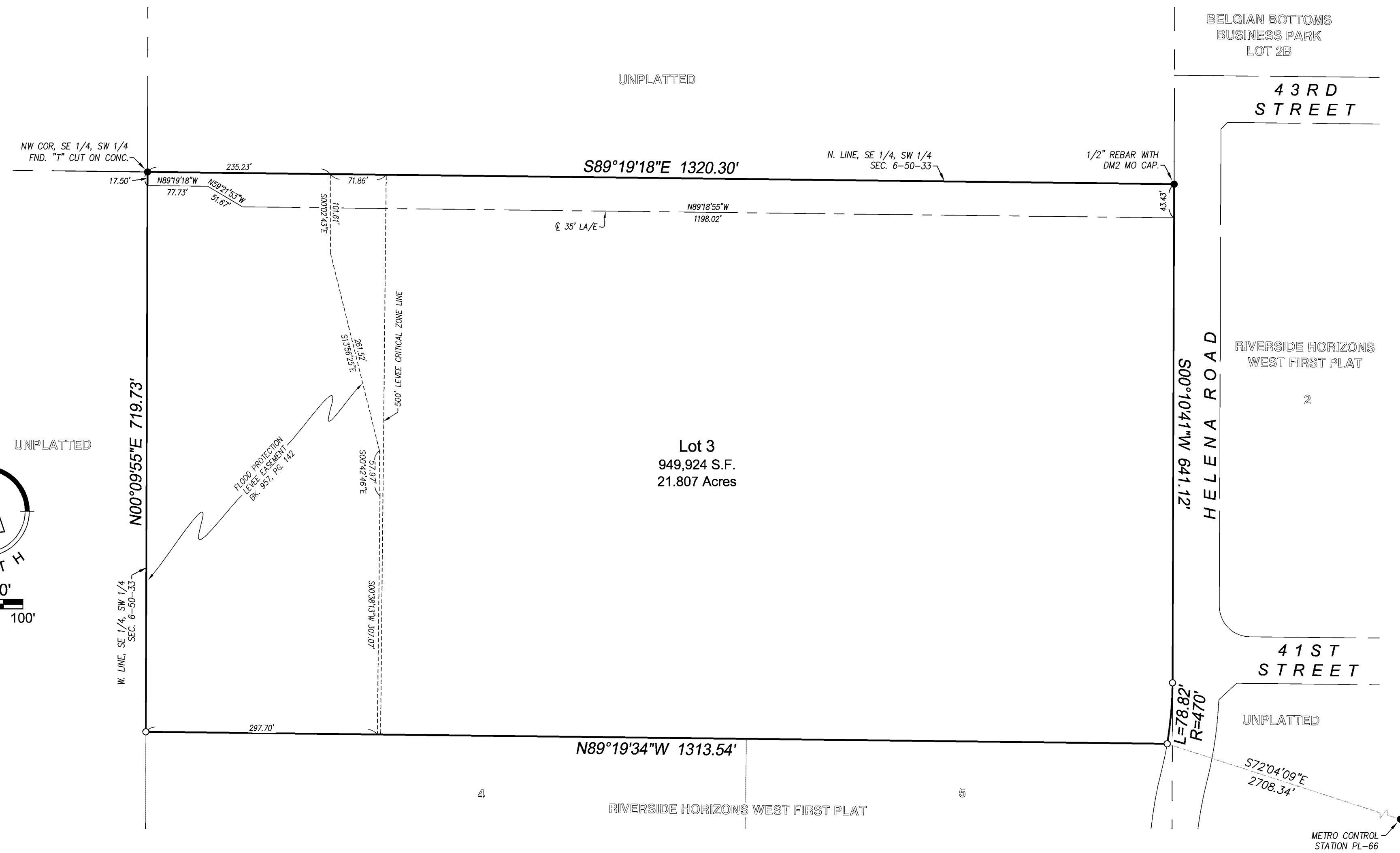
Exhibit A

All of Lot3, Riverside Horizons West First Plat, in the City of Riverside, Platte County, Missouri, according to the recorded plat thereof.

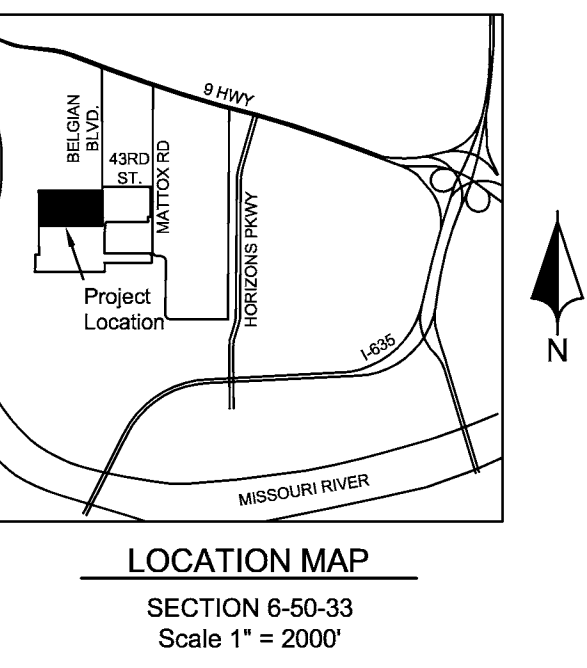
FINAL PLAT

REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT

A SUBDIVISION IN THE CITY OF RIVERSIDE, PLATTE COUNTY, MISSOURI



- LEGEND:**
- FOUND MONUMENT AS NOTED
 - SET 1/2" X 24" REBAR WITH RIC MO CAP
 - LA/E LEVEE ACCESS EASEMENT
 - L LENGTH OF CURVE
 - R RADIUS OF CURVE



NOTES:

Basis of Bearings: Assumed, South 00°10'41" West, along the East line of the SW 1/4, Sec. 6, T50N, R33W.

Metro Control Station PL-66
Missouri State Plane Coordinate System 1983 (NAD-83) West Zone
Northing: 332979.501m Easting: 837793.685m
Converted to feet: Northing: 1092450.2451 Easting: 2748661.4454

CLOSURE CALCULATIONS:
Precision, 1 part in: 800685.255'
Error distance: 0.005'
Error direction: S86°45'21"E
Perimeter: 4073.510'

All distances shown on this plat are in ground feet.

Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 2902960001B, revised June 4, 1987, and revised by Letter of Map Revision (LOMAR), Case No.04-07-A556P, effective date August 31, 2006, this tract lies in OTHER AREAS, Zone "X". This area is protected from the 0.2% annual chance flood by levee, dike or other structure subject to possible failure during larger floods.

CERTIFICATION

I hereby certify that this subdivision plat is based on an actual survey completed on the ground by me or under my direct supervision, and that said survey meets or exceeds the current minimum standards for "Urban Class" boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri and the Missouri Board of Architects, Professional Engineers and Land Surveyors, and that the results of said survey are represented on this drawing to the best of my professional knowledge and belief.

Michael Schmidtberger, Missouri LS 2000143910

DESCRIPTION

All of Lot 3, RIVERSIDE HORIZONS WEST FIRST PLAT, A subdivision in the City of Riverside, Platte County, Missouri, containing 949,924 square feet, or 21.807 acres, more or less.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT".

An easement is hereby granted to Riverside, Missouri and all public utilities, for the purpose of locating, constructing, and maintaining facilities for water, gas, electricity, sewage, telephone, cable tv, surface drainage, and grading, including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated as utility easements (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated utility easements, by virtue of their existence, do hereby covenant, consent, and agree that they shall be subordinate to said public right of way in the event that additional public right of way is dedicated over the location of the utility easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Riverside, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement.

A perpetual easement of access over, across and upon all areas outlined and designated on this plat as "Levee Access Easement" or "LA/E", is hereby granted to the Riverside-Quindaro Bend Levee District, Platte County, Missouri, for ingress and egress to the existing levee with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 2015.

The City of Riverside, Missouri

Kathleen L. Rose, Mayor Attest:
Robin Littrell, City Clerk

STATE OF MISSOURI)
COUNTY OF PLATTE) SS

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me a Notary Public in and for said County and State, came Kathleen L. Rose, Mayor of the City of Riverside, Missouri, and Robin Littrell, City Clerk, Inc., who are personally known to me to be the same persons who executed the foregoing instrument of writing on behalf of said City, and they duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public My Appointment Expires: _____

APPROVALS

This is to certify that the within PLAT of "REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT" was submitted to and approved by the City of Riverside, Missouri, this _____ day of _____, 2015.

BY ORDINANCE NO.: _____

BY: _____
Kathleen Rose, Mayor

BY: _____
Robin Littrell, City Clerk

DATE: _____

BY: _____
Al Bowman, Chairman of Planning Commission

DATE: _____

REPLAT OF LOT 3, RIVERSIDE HORIZONS WEST FIRST PLAT	
Prepared For: The Industrial Development Authority of the City of Riverside, Missouri 2950 NW Vivion Road Riverside, Missouri 64150 (816) 741-3993	<p>Renaissance Infrastructure Consulting</p>
Date of Preparation: March 16, 2015	1138 West Cambridge Circle Drive Kansas City, Kansas 66103 913.317.9500 www.ri-consult.com

BILL NO: 2015-025

ORDINANCE NO: _____

AN ORDINANCE AMENDING CITY CODE CHAPTERS 125, 210, 300, AND 600 IN ACCORDANCE WITH LAWS ENACTED BY THE 2014 MISSOURI GENERAL ASSEMBLY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

SECTION 1 – ADOPTION OF AMENDMENT. Section 125.140.A of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

- A. Records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in this Section and Section 43.507, RSMo. The closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to Section 43.500, RSMo., criminal justice employment, screening persons with access to criminal justice facilities, procedures and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency including, but not limited to, watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by Section 43.543, RSMo., to submit and when submitting fingerprints to the central repository; the Sentencing Advisory Commission created in Section 558.019, RSMo., for the purpose of studying sentencing practices in accordance with Section 43.507, RSMo.; to qualified entities for the purpose of screening providers defined in Section 43.540, RSMo.; the Department of Revenue for driver license administration; the ~~Division of Workers' Compensation~~ Department of Public Safety for the purposes of determining eligibility for crime victims' compensation pursuant to Sections 595.010 to 595.075, RSMo.; Department of Health and Senior Services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and Federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.

SECTION 2 – ADOPTION OF AMENDMENT. Section 210.840.A.8 of the City Code of the City of Riverside, Missouri is hereby added to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

Possesses a firearm while also knowingly in possession of a controlled substance that is sufficient for a felony violation of section 195.202, RSMo.

SECTION 3 – ADOPTION OF AMENDMENT. Section 210.840.B.8 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the ~~Board of Police Commissioners under Section 84.340~~ department of public safety under section 590.750, RSMo;

SECTION 4 – ADOPTION OF AMENDMENT. Section 210.840.B.10 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

Any prosecuting attorney or assistant prosecuting attorney, ~~or any~~ circuit attorney or assistant circuit attorney, or any person appointed by a court to be a special prosecutor who has completed the firearms safety training course required under Subsection (2) of Section 571.111, RSMo;

SECTION 5 – ADOPTION OF AMENDMENT. Section 210.840.B.12 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

Upon the written approval of the Governing Body of a Fire Department or Fire Protection District, any paid Fire Department or Fire Protection District Chief who is employed on a full-time basis and who has a valid concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry permit, when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties.

SECTION 6 – ADOPTION OF AMENDMENT. Section 210.900.A.10 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

Any higher education institution or elementary or secondary school facility without the consent of the Governing Body of the higher education institution or a school official or the district school board, unless the person with the concealed carry endorsement or permit is a teacher or administrator of an elementary or secondary school who has been designated by his or her school district as a school protection officer and is carrying a firearm in a school within that district, in which case no consent is required. Possession of a firearm in a vehicle on the premises of any higher education institution or elementary or secondary school facility shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;

SECTION 7 – ADOPTION OF AMENDMENT. Section 210.1050 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

A. A person does not commit an offense by damaging, tampering with, operating, riding in or upon or making connection with property of another if he/she does so under a claim of right and has reasonable grounds to believe he/she has such a right.

B. The defendant shall have the burden of injecting the issue of claim of right.

C. **No person who, as a tenant, willfully or wantonly destroys, defaces, damages, impairs, or removes any part of a leased structure or dwelling unit, or the facilities, equipment, or appurtenances thereof, may inject the issue of claim of right.**

SECTION 8 – ADOPTION OF AMENDMENT. Section 210.2100 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

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.

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, that 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 9 – ADOPTION OF AMENDMENT. Section 210.2100 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded **underline**; text to be deleted contains a bolded ~~strikethrough~~):

A. It shall be unlawful for any person to sell, provide or distribute tobacco products, **alternative nicotine products, or vapor products** to persons under eighteen (18) 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 eighteen (18) 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 eighteen (18) 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 minor 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 sales clerk, owner or operator, who violates Subsections (A), (B) or (C) of this Section or Section 210.2140 of this Article shall be penalized as follows:

1. For the first (1st) offense, twenty-five dollars (\$25.00);
2. For the second (2nd) offense, one hundred dollars (\$100.00); and
3. For a third (3rd) 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 ~~tobacco~~ **sales of tobacco products, alternative nicotine products, or vapor products** to minors. 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 minors; and
3. Such in-house or other tobacco compliance training meets the minimum training criteria, which shall not exceed a total of ninety (90) minutes in length, established by the Division of Alcohol and Tobacco Control.

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 (1) 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 eighteen (18) years of age in violation of Subsections (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 eighteen (18) 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 10 – ADOPTION OF AMENDMENT. Section 210.2120 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

- A. No person less than eighteen (18) years of age shall purchase, attempt to purchase or possess cigarettes ~~or~~, other tobacco products, **alternative nicotine products, or vapor products** unless such person is an employee of a seller of cigarettes ~~or~~, tobacco products, **alternative nicotine products, or vapor products** and is in such possession to effect 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. Any person less than eighteen (18) years of age shall not misrepresent his/her age to purchase cigarettes ~~or~~, tobacco products, **alternative nicotine products, or vapor products**.
- C. Any person who violates the provisions of this Section shall be penalized as follows:
 - 1. For the first (1st) violation, the person is guilty of an infraction and shall have any cigarettes ~~or~~, tobacco products, **alternative nicotine products, or vapor products** confiscated;
 - 2. For a second (2nd) violation and any subsequent violations, the person is guilty of an infraction, shall have any cigarettes ~~or~~, tobacco products, **alternative nicotine products, or vapor products** confiscated and shall complete a tobacco education or smoking cessation program, if available.

SECTION 11 – ADOPTION OF AMENDMENT. Section 210.2130 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

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

SECTION 12 – ADOPTION OF AMENDMENT. Section 210.1040 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

- 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 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:

"IT IS A VIOLATION OF STATE LAW FOR CIGARETTES ~~OR,~~ OTHER TOBACCO PRODUCTS, **ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS** TO BE SOLD OR OTHERWISE PROVIDED TO ANY PERSON UNDER THE AGE OF EIGHTEEN OR FOR SUCH PERSON TO PURCHASE, ATTEMPT TO PURCHASE OR POSSESS CIGARETTES ~~OR,~~ OTHER TOBACCO PRODUCTS, **ALTERNATIVE NICOTINE PRODUCTS, OR VAPOR PRODUCTS** "; and

2. 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 18".

SECTION 13 – ADOPTION OF AMENDMENT. Section 210.2160 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded **underline**; text to be deleted contains a bolded **~~strikethrough~~**):

- 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 eighteen (18).
- 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 eighteen (18) years of age when such person desires to purchase or possess tobacco 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 14 – ADOPTION OF AMENDMENT. Section 300.010 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

"Recreational off-highway vehicle", any motorized vehicle manufactured and used exclusively for off-highway use which is ~~sixty-four~~ **more than fifty** inches ~~or less~~ **but no more than sixty-seven inches** in width, with an unladen dry weight of two thousand pounds or less, traveling on four or more nonhighway tires, ~~with a nonstraddle seat, and steering wheel,~~ **and** which may have access to ATV trails.

SECTION 15 – ADOPTION OF AMENDMENT. Section 600.010 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a bolded ~~strikethrough~~):

ORIGINAL PACKAGE

Any package sealed or otherwise closed by the manufacturer so as to consist of a self-contained unit, and consisting of one (1) or more bottles or other containers of intoxicating liquor, where the package and/or container(s) describes the contents thereof as intoxicating liquor. "Original package" shall also be construed and held to refer to any package containing ~~three~~ **one (31)** or more standard bottles, **cans, or pouches** of beer.

SECTION 16 – EFFECTIVE DATE. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND**

APPROVED by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this ____ day of _____, 2015.

Kathleen L. Rose, Mayor

ATTEST: _____
Robin Littrell, City Clerk

AN ORDINANCE AMENDING CITY CODE CHAPTER 605 RELATED TO BUSINESS LICENSES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

SECTION 1 – ADOPTION OF AMENDMENT. Section 605.045 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (text to be added is bolded underline; text to be deleted contains a strikethrough):

Section 605.045 ~~Compliance with Laws and Ordinances~~ Revocation or Suspension.

~~The City Clerk shall issue all licenses subject to the licensee's compliance with all City ordinances and State laws and regulations including, but not limited to, the payment of all personal property taxes, earning taxes and permit, license and certificate fees and all zoning requirements, and shall have the power to revoke any license for failure to comply with any such requirements and upon application may refund the unused portions of the annual license fee paid for such revoked license.~~

The City Clerk or City Administrator shall have the authority to revoke or suspend a license as provided in Section 605.077.

SECTION 2 – ADOPTION OF AMENDMENT. Section 605.077 of the City Code of the City of Riverside, Missouri is hereby added to read as follows:

Section 605.077 Cause and Procedure for Suspension, Denial or Revocation of a License; Appeal Procedure.

- A. A license issued under the provisions of this Chapter may be revoked or suspended by the City Clerk or City Administrator after notice and hearing for any of the following causes:
1. Any fraud, misrepresentation or false statement contained in the application for license.
 2. Any violation of the terms or provisions of this Chapter.
 3. Conduct of the business licensed under the provisions of this Chapter in an unlawful manner so as to constitute a breach of the peace or harmful to public safety or health.
 4. Failure to obtain a Missouri Retail Sales License if required by law to do so.
 5. Failure to pay City taxes or user fees.
 6. Failure to comply with all City ordinances and State and Federal laws and regulations.

- B. Notice of hearing for the suspension or revocation of a license shall be given in writing setting forth specific reasons for the suspension or revocation of the license and the time and place of the hearing. Such notice shall be mailed to the licensee at the last known address, at least five days prior to the date set for the hearing. In the alternative, such notice of hearing may be delivered to the licensee by personal service.

- C. Upon revocation or suspension no refund of any portion of the license fee shall be made to the licensee, and the licensee shall immediately cease all business operations.

- D. Any person violating any order of the City Clerk or City Administrator dealing with the suspension or revocation of any license made pursuant to this Section by continuing to engage in any business, profession or occupation during the term of such suspension or revocation shall upon conviction thereof be subject to a fine of not more than Five Hundred Dollars (\$500.00) for each day of such violation. Each day's violation shall constitute a separate and distinct offense.

- E. Any person aggrieved by the decision of the City Clerk or City Administrator in regard to suspension or revocation of a license, shall have the right to appeal to the Board of Aldermen. Such appeal shall be taken by filing a written statement setting forth the grounds for the appeal with the City Clerk for transmittal to the Board of Aldermen within thirty days after notice of the decision by the City Clerk or City Administrator has been mailed to such person's last known address. The Board of Aldermen shall set the time and place for the hearing of such appeal. A notice of such hearing shall be mailed to the person at the last known address at least five days prior to the date set forth for the hearing. In the alternative, such notice of hearing may be delivered to the licensee by personal service.

SECTION 3 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2015.

Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk

BILL NO. 2015-027

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF KANSAS CITY, MISSOURI RELATING TO EMERGENCY SERVICES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

1. That the Riverside Board of Aldermen ("Board") hereby approves the Agreement for Fire Department Emergency Services by and between the City of Riverside and the City of Kansas City, Missouri, in substantially the form attached hereto, and the Mayor is authorized to execute the Agreement.
2. The Mayor, the City Administrator, the City Attorney and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.
3. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2015.

Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk

**AGREEMENT TO PROVIDE ADVANCED
LIFE SUPPORT AMBULANCE SERVICE**

THIS AGREEMENT, made effective May 1, 2015, by and between KANSAS CITY, MISSOURI, a municipal corporation (hereinafter the "CITY"), and RIVERSIDE, MISSOURI (hereinafter "Riverside").

RIVERSIDE is a Missouri political subdivision in proximity to the CITY and desires to secure from the CITY advanced life support ambulance transport services. The CITY has the equipment and personnel to render such service and is willing to do so pursuant to Missouri law authorizing political subdivisions of the state to enter into mutual agreements providing such services for specified fees.

THEREFORE, IT IS MUTUALLY AGREED, for and in consideration of the fee to be paid for **advanced life support ambulance transport services**, and in consideration of mutual agreements between the CITY and RIVERSIDE, that:

- 1) The CITY agrees to provide advanced life support ambulance transport services, which are defined as an ambulance unit equipped to deliver advanced life support services and staffed by at least two licensed emergency medical technicians, at least one of whom will be certified and licensed by the State of Missouri as an advanced life support provider and granted privileges in the KCFD system by the CITY's medical director.
- 2) RIVERSIDE agrees that the CITY shall be the exclusive authorized response entity for advanced life support ambulance transport services, provided however, that RIVERSIDE may, in its sole discretion, direct dispatch of an air ambulance provider if it determines that such use is warranted. If an air unit is requested, the

KCFD provider assuming care of the patient may, at his or her sole discretion, cancel such unit and proceed with ground transport. No liability for the dispatch of an air unit or its cancellation shall accrue to KCFD.

- 3) All parties agree to manage incident scenes accordingly to NIMS protocols. Primary patient care will be initiated by the first arriving qualified provider. Responsibility for patient care initiated by Riverside will be transferred to the City's paramedic on arrival, with Riverside personnel continuing to assist as needed or requested. Riverside personnel, if requested, will assist with providing care during transport under the direction of the transport paramedic."
- 4) The area to be provided advanced life support ambulance transport services by the CITY shall be that territory lying within the boundaries of RIVERSIDE as appears in Exhibit "A" attached hereto and incorporated herein.
- 5) The term of this agreement is twelve months, beginning May 1, 2015 to April 30, 2016, subject to the provisions and cancellation clause appearing herein. In the interests of public safety the CITY may continue to provide services after the expiration of this agreement for the purpose of avoiding an interruption in such services while a new agreement is being prepared or negotiated.
- 6) CITY is authorized to bill for and collect fees for advanced life support ambulance transport services in accordance with its established rates, which shall accrue solely to CITY.
- 7) RIVERSIDE agrees that, in addition to those fees, it will provide an annual subsidy to offset that portion of the cost of providing service and readiness not covered by fees collected.

- 8) The fee for the term of this agreement, established on the basis of previous year costs to CITY for services provided within RIVERSIDE less revenues realized through billing activity, shall be \$90,930.00. The aforesaid annual fee shall be payable in monthly installments of \$7,577.50 by RIVERSIDE to the City.
- 9) Advanced life support ambulance services shall be initiated when the authorized communications center for RIVERSIDE transfers the call to the KCFD Communications for medical call taking and assignment, or when the authorized communications center for RIVERSIDE communicates the address of the call and the request for ambulance response.
- 10) KCFD Communications Center will assign and dispatch advanced life support ambulance resources in accordance with Medical Priority Dispatch System determinants and priorities established for the KCFD system.
- 11) RIVERSIDE agrees to obtain and maintain, throughout the term of this agreement, insurance coverages for general liability and automobile liability insurance, identifying the CITY as an additional insured. Said insurance shall provide the CITY liability coverage in the sum of not less than One Million and no/100 Dollars (\$1,000,000.00) single limit coverage to defend and indemnify the CITY, its agents, officials, officers and employees against claims for injuries, death, loss or damage to persons or property, including attorney' s fees and costs, caused by negligent acts and omissions and arising directly or indirectly from the furnishing of advanced life support ambulance transport services in accordance with this Agreement.

- 12) CITY agrees that it will comply with all applicable state and federal laws and regulations governing the provision of advanced life support ambulance transport services, which includes that all ambulances dispatched to RIVERSIDE shall conform to Missouri Department of Health & Senior Services specifications and regulations.
- 13) Except as may otherwise be provided in the existing Emergency Medical Services Memorandum of Understanding between the parties, all equipment used by the CITY in carrying out this Agreement, at the time of acting hereunder, will be owned by or be under the control of the CITY, and all personnel providing advanced life support ambulance services hereunder shall be employees or volunteers of CITY.
- 14) RIVERSIDE understands and agrees that it shall not exercise any control over the professional aspects of providing advanced life support ambulance transport services, which control and direction shall be the sole responsibility of CITY.
- 15) It is recognized that the interests herein are mutual and the contract is entered into for the common good of the general public of both political subdivisions, party hereto, and for a strictly governmental purpose. This agreement may be modified at any time, in any respect, by the mutual agreement of the parties in writing.
- 16) CITY shall not assign or transfer this Agreement without prior written approval of RIVERSIDE.
- 17) The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

18) This agreement may be canceled by either party, such cancellation becoming effective sixty (60) days after posting with the United States Postal Service, postage prepaid, a written Notice of Termination to the other party, signatory to this Agreement. As of the effective date of cancellation any unused portion of prepaid fees shall be refunded or any fees earned but not yet paid shall be promptly remitted

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
FOUR (4) COUNTERPARTS of this agreement the day and year first written above.

ATTEST:

CITY OF KANSAS CITY, MISSOURI

By: _____
Paul J. Berardi, Chief
Fire Department

ATTEST:

CITY OF RIVERSIDE, MISSOURI

By: _____
Kathleen L. Rose
Mayor

Approved as to form and legality:

Assistant City Attorney
Kansas City, Missouri



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2015-04-07
TO: Mayor and Board of Aldermen
FROM: Gordon Fowlston, Fire Chief
RE: Hiring Ordinance – Clayton Seals

Position Information

This hire will fill a vacant Fire Fighter position. The Fire Fighter position is in the Independent Developing salary band - \$37,600 to \$56,400 with a midpoint of \$47,000.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Clayton Seals
Open Position: Fire Fighter
FLSA Status: Full Time, Non-Exempt
Starting Pay: \$18.07/hour, equivalent to \$37,600.00 annually

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF CLAYTON SEALS AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

WHEREAS, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Clayton Seals as a Fire Fighter in the Department of Public Safety as provided herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1 – HIRING OF EMPLOYEE. Clayton Seals is hereby employed as a Full-Time Fire Fighter in the Department of Public Safety.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$18.07 per hour and the employee shall be placed on a one-year work test period. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of April 8th, 2015.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 7th day of April 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2015-04-07
TO: Mayor and Board of Aldermen
FROM: Gordon Fowlston, Fire Chief
RE: Hiring Ordinance – Seth Johnston

Position Information

This hire will fill a vacant Fire Fighter position. The Fire Fighter position is in the Independent Developing salary band - \$37,600 to \$56,400 with a midpoint of \$47,000.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Seth Johnston
Open Position: Fire Fighter
FLSA Status: Full Time, Non-Exempt
Starting Pay: \$18.07/hour, equivalent to \$37,600.00 annually

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF SETH JOHNSTON AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

WHEREAS, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Seth Johnston as a Fire Fighter in the Department of Public Safety as provided herein;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

SECTION 1 – HIRING OF EMPLOYEE. Seth Johnston is hereby employed as a Full-Time Fire Fighter in the Department of Public Safety.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$18.07 per hour and the employee shall be placed on a one-year work test period. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 – SEVERABILITY CLAUSE. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of April 8th, 2015.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 7th day of April 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

I hereby make application to sell beverages for one of the following type of licenses:

- Not-For-Profit (Temporary)
- Social Hall License
- All Inclusive License (Except Sunday)
- Package Liquor License
- Package Liquor License (Sunday)
- Beer License
- Sunday Sales License
- Wholesale and Distributor's License
- Resort License

As sole owner Partnership Corporation

If Corporation list corporation name SUN ENTERPRISES LLC

Trade Name Discount Liquor - Smokes Address 4335 N.W. Gateway

Phone No. 816-772-6153 Riverside Mo 64150

1. Is business to be any type of partnership? NO

2. If a corporation list name of managing agent ^{officer} Richard T. Bryant

3. Name of applicant Richard T. Bryant Residence [REDACTED]

Phone No. [REDACTED] citizen of United States [REDACTED]

CONFIDENTIAL

Place of Birth [REDACTED] Birthdate [REDACTED]

If naturalized, give date and place of naturalization NA

4. [REDACTED] **CONFIDENTIAL** **CONFIDENTIAL**

5. Name [REDACTED] **CONFIDENTIAL**

Maiden name of Mother [REDACTED] **CONFIDENTIAL**

6. Have you ever been arrested anywhere in the United States for the violation of any city, State or Federal law? Do not include traffic offenses: NO

7. Have you ever been found guilty in any Court anywhere in the United States for any offense for which you served time, received a suspended sentence, or place on probation or paid a fine? Do not include minor traffic offenses: NO

8. Have you ever been convicted of a felony? NO
9. Give names and business address of employers for the last five years. If you were self-employed, state nature of business and location. R. M. T. Bryant & Associates P.C.
ATTORNEYS
10. Have you ever been the holder of any liquor permit to manufacture or sell alcoholic beverages which was revoked? NO
11. Are you, or any member of your household or immediate family, interested directly or indirectly in any other permit issued by the City Liquor Commission which is now in force? NO
If so, give complete details: NA
12. Have you or any member of your household or immediate family, ever made application for a permit from the City Liquor Commission which was denied? NO If so, give the name of applicant, approximate date of denial, and details regarding same: NA
13. Have you ever been bankrupt or insolvent? NO
14. Is the proposed location within 300 feet of a church? NO
15. What type of business is the permit to be used for? General
misc stores
16. Give dimensions of room or rooms in which alcoholic beverages will be dispensed: 500 approx
17. From whom was the business purchased? Golden Family Stores
18. Date of purchase pending Purchase price \$ 35,000
19. Effective date of possession upon issuance of city & state licenses
20. Amount of down payment NA Balance due upon sale
21. Amount and to whom balance is due Golden Family Stores
22. How balance secured and terms of payment paid at closing
23. Did you incur or assume any debts not listed above to obtain funds to purchase or operate this business? NO
Give full details: NA

24. Do you rent or lease the premises for which this business is to be used? Yes - see lease
25. What interest, if any, does your landlord have, directly or indirectly, in the business in which you intend to engage if the license is granted? None -
26. Does your landlord now hold or has he ever held a permit of any kind issued by the City Liquor Commission? No
- Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a permit? No If so, state details NA

27. State names of any person, firm or corporation that has advanced or will advance any money to you to purchase or operate the business for which you seek a permit. None

28. Does any distiller, wholesaler, winemaker, brewer, or supplier of coin-operated manual or mechanical amusement device or the employees, officers or agents, thereof have any financial interest in the business or will you either directly borrow or accept from any such person or persons equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No

29. Will you be the person in active control and management of this business full time? _____ part time? _____ other?

30. Is there now employed, or do you expect to employ, in the business sought to be licensed hereunder, any person who has been convicted of any crime? No If so, state details: _____

31. Will you at all times permit the entry of any officer of investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Riverside, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the revised liquor control ordinances of Riverside, Missouri, and/or for the suspension or revocation of the permit which this application is made; and do you promise and agree not to violate any of the ordinances of Riverside, Missouri, the laws of the State of Missouri or the United States in the conduct of the business for which this permit is sought? Yes

32. Do you authorize and consent to the examination by the City Liquor Commission of your personal or business books, bank accounts or other records to verify the source of funds and terms under which this business is being purchased? Yes

33. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business (this subparagraph is applicable only to a new location or change in plans or specifications within a previously established location) If application is also for a Sunday Sales License then affix a certification by a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, Regulation 70-2.120 (9), issued 1978. —

EXISTING LOCATION

IF BUSINESS IS OWNED BY CORPORATION, COMPLETE THIS SECTION:

34. Name of corporation LLC Sun Enterprises LLC
State in which incorporated MO Date incorporated 3/16/2015
Amount of paid-in capital 1000 Authorized Capital NA

35. Name of managing agent for corporation Richard T. Bryant
Residence Address [REDACTED] Phone No. [REDACTED]

36. Names and addresses of all stockholders who hold 10% or more of capital Iqbal Ibrahimi (Mardhan)

CONFIDENTIAL

CONFIDENTIAL

37. Names and addresses of President, Vice President, Secretary and Treasurer of corporation:

President: _____

Vice President: NA -

Secretary: LLC -

Treasurer: Turned as Disregarded entry

38. Is the corporation or any stockholder of the managing officer thereof, any member of his household or immediate family interested directly in any other permit issued by the City Liquor Commission? NO If so, give details: NA

39. Has the corporation or any stockholder or the managing officer thereof, any member of his family, at any time in the past held a permit issued by City Liquor Commission? NO If so, give name of such permittee and location NA

40. Has any stockholder of the corporation or the managing officer ever been employed by any person, partnership or corporation that had a permit revoked or suspended by the City Liquor Commission? NO If so, give details: NA

41. State the name and residence of each person, firm or corporation, if other than the corporation and its stockholders, interested or to become interested, directly or indirectly, other than hereinafter set out, in the business for which a permit is sought and the nature of such interest. NEWS
42. Is this application being made by the corporation as a subterfuge to any person other than yourself to obtain a permit from the City Liquor Commission, in your name for his benefit? NO
43. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business (this subparagraph is applicable only to a new location or change in plans or specifications within a previously established location) If application is also for a Sunday Sales License then affix a certification by a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, Regulation 70-2.120 (9), issued 1978.

STATE OF MISSOURI)
) ss.
 COUNTY OF PLATTE)

- 57157.00 ← 5172

I, or we, (please print) R. duos 7 B-7 ant

being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true to the best of my/our knowledge and belief.

[Signature]

Subscribed and sworn to before me this 26 day of March, 2015.
 Notary Public - Notary Seal
 State of Missouri, Jackson County
 Commission # 15645244
 My Commission Expires Jan 14, 2019

[Signature]
 Notary Public

My commission expires:

AS CITY LIQUOR COMMISSIONER, I HAVE REVIEWED THIS APPLICATION AND RECOMMEND TO THE BOARD OF ALDERMEN THAT IT BE APPROVED _____ DISAPPROVED _____ THIS _____ DAY OF _____.

 CITY LIQUOR COMMISSION

RICHARD T. BRYANT & ASSOCIATES, P.C.

A T T O R N E Y S A T L A W

804 BRYANT BUILDING
1102 GRAND BOULEVARD
KANSAS CITY, MISSOURI 64106

PHONE (816) 221-9000
FACSIMILIE (816) 221-9010
E-MAIL: DICK2479@aol.com

March 27, 2015

Ms. Robin Littrell
City Clerk
City of Riverside
2950 NW Vivion Road
Riverside, MO 64150

Re: Liquor License Application

Dear Robin:

This is an application for a Liquor License for a business located in your City. Currently, we believe that another operator, Golden Family Stores, is operating with a Liquor License, and my client is acquiring the assets of the business and has entered into a new Lease with the Landlord.

Supportive of this process, you will find the following:

1. An Application for Original Package Liquor License and Sunday Package License, which is submitted on behalf Sun Enterprises LLC, doing business as Discount Liquor & Smokes, 4335 NW Gateway, Riverside, MO 64150. You will note the Application is signed and notarized by me as the Managing Officer for this Limited Liability Company;
2. A Business License Application relating to the site;
3. Two photographs of Alex Mardhani, the sole member of the Limited Liability Company;
4. Two photographs of myself, as the Managing Officer;
5. Copy of the driver's license of the Managing Officer;
6. The driver's license of the sole member of the Limited Liability Company, Iqbal Ibrahim Mardhani;

ANDREW S. TALGE
Licensed in Kansas, Missouri
andrew@rtblawkc.com

RICHARD T. BRYANT
Licensed in Iowa, Kansas,
Missouri, Washington, D.C.,
Superior Court of the U.S. Virgin Islands
richard@rtblawkc.com

LISA M. DUBÉ
Licensed in Kansas, Missouri
lisa@rtblawkc.com

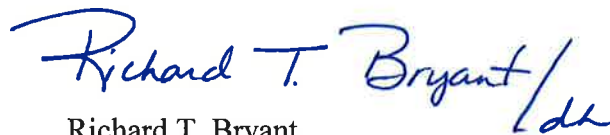
7. Information concerning my client as set out in a Schedule P Form, which is utilized by a neighboring City. The information is provided just for informational purposes and is not meant to reflect any activities in Kansas City, Missouri;
8. Additional information relating to my client.
9. Articles of Organization of Sun Enterprises LLC;
10. Certificate of Organization of Sun Enterprises LLC;
11. A Certificate of Good Standing of Sun Enterprises LLC;
12. A Fictitious Name Registration for the name Discount Liquor & Smokes;
13. A Fictitious Name Registration for the name Smoke & Liquors;
14. The Application submitted to the Internal Revenue Service for the issuance of a Federal Identification Number;
15. The SS4 Letter of the Internal Revenue Service assigning a Federal Identification Number;
16. The submission to the Missouri Department of Revenue requesting issuance of a Sales Tax License. You will note that my client has posted a Bond in the amount of \$7,660.00.
17. Commercial Lease Agreement executed by Landlord Michael Azorsky and my client, on behalf of Sun Enterprises LLC;
18. A copy of the Guaranty related to the Lease;
19. The Operating Agreement of Sun Enterprises LLC showing that my client is the sole member of the Limited Liability Company;
20. Two photographs of the premises to be licensed;
21. A copy of my tax receipt, showing I am an eligible Managing Officer Applicant;
22. My Voter Registration Card, again confirming my eligibility to serve as Managing Officer; and

Ms. Robin Littrell
March 27, 2015
Page 3

23. A Criminal History Records Check for the Managing Officer and the sole member of the Limited Liability Company.

Please process this Application and advise of any questions or concerns. In the event you are unable to reach me before Easter, or after Easter while I am on vacation, please feel free to contact Lisa Dube of my office with questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Richard T. Bryant" followed by a stylized flourish that appears to be "Ldb".

Richard T. Bryant
For the Firm

RTB:dah
Enclosures

cc: Iqbal Mardhani

#

#

**A RESOLUTION APPROVING AN AGREEMENT WITH, AND QUOTE FROM,
LEVEL 3 COMMUNICATIONS, LLC.**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF
RIVERSIDE, MISSOURI AS FOLLOWS:**

THAT the Board of Aldermen hereby approves the Master Service Agreement (a copy of which is attached hereto in its substantial form) with Level 3 Communications, LLC, as well as Quote #1984487, and further authorizes the Mayor to sign the Agreement on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, the Finance Director, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2015.

Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk



MASTER SERVICE AGREEMENT

This Agreement ("Agreement") is made as of this _____ day of _____, 2015 ("Effective Date"), by and between **LEVEL 3 COMMUNICATIONS, LLC** ("Level 3") and **CITY OF RIVERSIDE MISSOURI** ("Customer"), and contains the general terms and conditions applicable to purchases of services ("Services") from Level 3.

1. Service Delivery. Requests for Services will be on Level 3 orders ("Orders") stating the pricing and term ("Service Term") for which Services are requested. The Service will continue on a month to month basis at the expiration of the Service Term at Level 3's then current rates. Level 3 will notify Customer electronically or in writing (a) of acceptance of the Customer Order by delivering the date by which Level 3 will install Service (the "Customer Commit Date") and (b) when Service is installed (a "Connection Notice"), at which time billing will commence ("Service Commencement Date"). Unless Customer notifies Level 3 within 3 days of the Service Commencement Date that Service is not working properly, the Service will be deemed accepted and billing will commence on the Service Commencement Date. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date. Customer will at its expense timely provide suitable access to non-Level 3 facilities and power for the installation, maintenance, upgrade and/or removal of Level 3 network and equipment. If third party local access services are obtained by or for Customer, Customer will cooperate with Level 3 by providing: (i) information (including firm order commitments (FOC)) to enable cross-connects to Level 3 Service(s), (ii) necessary authorizations and other information respecting circuit grooming, and (iii) written third party disconnection FOCs where a related Service is disconnected. Title to all equipment and software provided by Level 3 remains with Level 3. Level 3's then current Acceptable Use and Privacy Policies (available at www.level3.com) apply to Customer's use of Service.

2. Charges. Invoices are delivered monthly and due 30 days after the receipt of invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears, partial months being prorated. Level 3's standard charges apply to moves, adds or changes agreed to by Level 3. Past due amounts bear interest at the lesser of 1.5% per month or the highest rate allowed by law. Customer agrees to pay all Service charges, even if incurred as the result of unauthorized use. If Customer disputes an invoice, Customer will pay the undisputed amount by the due date and submit written notice of the disputed amount detailing the nature of the dispute and the invoices disputed. Disputes must be submitted within 90 days of the date of the invoice or the right to dispute is waived. If a dispute is resolved against Customer, Customer will pay the disputed ~~amounts plus interest from the due date~~ within 30 days. Level 3 may require a security deposit of up to 2 months estimated charges as a condition to accepting an order or, for a) usage-based Services at any time; or b) non-usage based Service if Customer fails to timely pay Level 3 hereunder or Level 3 reasonably determines that Customer has had an adverse change in financial condition. If any change in applicable law or regulation affects the delivery of Service, Level 3 may pass any increased costs through to Customer and Customer may terminate the affected Service without termination liability by delivering written notice to Level 3 within ~~60~~30 days.

3. Taxes and Tax Like Fees. Except for Level 3's net income tax and property taxes, Customer is responsible for all taxes, fees, surcharges, license fees, foreign withholding (which will be grossed up) and other tax like charges imposed on or incident to the provision, sale or use of Service (whether imposed on Level 3 or its affiliates). Level 3 may recover taxes, fees, and certain costs of administering the same through a percentage surcharge(s) on the Services. Valid exemption certificates will be given prospective effect upon receipt by Level 3.

4. Termination. If (i) Customer fails to pay Level 3 any undisputed charges when due and such failure continues for 5 business days after written notice from Level 3 or (ii) either party fails to observe any other material term of this Agreement and such failure continues for 30 days after written notice from the other party, then the non-defaulting party may terminate this Agreement or any Order, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If Customer cancels or terminates Service for convenience or Level 3 terminates Service for cause, Customer will pay Level 3 a termination charge equal to the sum of: (A) if prior to delivery of a Connection Notice, (i) for "off-net" Service, third party termination charges for the cancelled Service; (ii) for "on-net" Service, 1 month's monthly recurring charges for the cancelled Service; (iii) the non-recurring charges for the cancelled Service; and (iv) Level 3's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery or (B) following delivery of a Connection Notice, (i) all unpaid amounts for Service actually provided; (ii) ~~100% of the remaining monthly recurring charges (if any) for months 1-12 of the Service Term;~~ (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and or (iv) to the extent not recovered by the foregoing, any termination liability payable to third parties by Level 3 resulting from the termination and any out of pocket costs incurred in constructing facilities to the extent such construction was undertaken to provide the Services. In lieu of installation Service Level credits, if installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Level 3, provided (i) such notice is delivered prior to delivery of a Connection Notice for the affected Service and (ii) this right shall not apply where Level 3 is constructing facilities.

5. LIABILITY LIMITATIONS. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT OR ANY ORDER. LEVEL 3 WILL HAVE NO LIABILITY FOR ANY CLAIMS RELATING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. LEVEL 3 MAKES NO WARRANTIES OR REPRESENTATIONS RESPECTING THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Service Levels. The Service level commitments ("Service Levels") for Services are stated in the applicable Service Schedules for each Service. Maintenance of the Service may, but ordinarily will not, result in limited Service interruptions. Periods of force majeure and maintenance are "Excused Outages". If Level 3 does not meet a Service Level (based on Level 3's records) applicable service credits will be issued upon Customer's request to Level 3 Customer Service. Credits must be requested within 60 days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the Service Levels (if any).

7. Assignment. ~~Customer~~ ~~Neither party~~ may ~~not~~ assign its rights or obligations under this Agreement or any Order without the prior written consent of ~~Level 3~~ ~~the other party~~, not to be unreasonably withheld. Customer may not resell Service provided pursuant to this Agreement but Customer may use such Service in the normal course of its business. Customer will indemnify and defend Level 3, its affiliates and their agents against any claims arising from or related to Customer's use of the Service. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under this Agreement.

8. Miscellaneous. ~~The terms of this Agreement and all information of a confidential nature acquired in performing this Agreement is confidential and shall not be disclosed to third parties.~~ Notices will be made in writing to the address below. If no Customer address is provided below, Level 3 may provide notices under this Agreement to any address identified in an Order. Services may be provided by Level 3 or its affiliates and Level 3 may use third parties to provide Services. This Agreement is the entire agreement between the parties respecting the subject matter hereof and can only be modified in a writing signed by both parties. Neither party will be liable, nor will any remedy provided by this Agreement be available, for any failure to perform due to causes beyond such party's reasonable control. If either party fails to enforce any right or remedy under this Agreement, such failure will not waive the right or remedy. This Agreement will be governed by and construed in accordance with the laws of the State of ~~New York~~ ~~Kansas~~ ~~Missouri~~, without regard to its conflict of laws

MASTER SERVICE AGREEMENT

provisions. Each party shall comply with all applicable laws, rules and regulations associated respectively with Level 3's delivery or Customer's use of the Services under the Agreement. With respect to Services provided in Latin America, Customer agrees that it (or its local affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 affiliate which provides the local Service(s), and such Level 3 affiliate will invoice the Customer (or its local affiliate) party to the LCA for the respective local Service(s).

LEVEL 3 COMMUNICATIONS, LLC ("Level 3")

1025 Eldorado Blvd.
Broomfield, Colorado 80021
Attn: General Counsel

CITY OF RIVERSIDE MISSOURI ("Customer")

2950 NW Vivion Road
Riverside, MO 64150
Attn:

By _____

Name _____

Title _____

By _____

Name _____

Title _____

MASTER SERVICE AGREEMENT
SERVICE SCHEDULE
LEVEL 3® ENTERPRISE VOICE SIP BASED SERVICES
 (Version Issue Date: January 30, 2015)

- 1 **Applicability.** This Service Schedule applies to the SIP-based provisioning of Level 3® Outbound Long Distance, Toll-Free Service, SIP Trunking, Enterprise SIP Trunking, VoIP Inbound Local Calling Service, VoIP IFN and UIFN Services and SIP Refer Services (collectively “Enterprise SIP Services”, “Voice Complete”, or “Services”) as further defined below and incorporates the terms of the Master Service Agreement under which Level 3 provides Services to Customer (the “Agreement”). This Service may be referred to as Voice Complete, SIP Trunking, Enterprise SIP Trunking, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free Service, VoIP International Toll Free Service (“IFN” and “UIFN”), Outbound Long Distance, and Toll Free Service quotes, ordering and invoicing documentation.
- 2 **Service Description.** The Enterprise Services below are SIP based and provide, as relevant, Public Switched Telephone Network (“PSTN”) connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) Service, and international toll free calling. The basic configurations, where available, are:
 - **SIP Trunking Service:** Customer access to the PSTN for the placing and/or receiving of local and Long Distance calls with optional advanced features via a Level 3 dedicated internet connections.
 - **VoIP Inbound Local Calling Service:** Customer accesses Level 3’s network via its own or Level 3 provided Internet connection and Level 3 provides one way calling service supporting inbound voice calls terminating to the Customer.
 - **Outbound Long Distance:** provides packetized interconnection for access, transport and termination of voice traffic.
 - **Toll Free Service, International Toll Free Service (“IFN” and “UIFN”)** provides access, transport and termination of voice traffic over Level 3’s VoIP network.
- 3 **Applications.** Enterprise SIP Services may be used as local and long distance voice access services to serve single or multi-station enterprise premises telephony equipment, such as phone sets, key systems and PBXs. Services are available only to single, distinct enterprises who will utilize the service for customary, normal, and reasonable business use. Notwithstanding anything to the contrary in the Agreement, Customer may not resell or incorporate these Services into services it sells to third parties.
- 4 **Rates and Charges.**

Rates and charges for the Service (“Rates”) will be set out either (i) in a rate schedule provided in conjunction with or as part of Customer’s Order for the Service, or (ii) in a pricing schedule attached hereto (in either case, the “Rate Sheet”), as the same may be changed as set forth herein. If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Level 3’s standard usage rate for those calls.

Unless otherwise stated in a Rate Sheet (and as may be changed by Level 3 via a Rate Change Notice as set forth below), the following minimum call durations will be billed in the billing increments that follow:

Type of Service	Minimum Call Duration (Call Minimum) in seconds	Billing Increments in seconds
Domestic Outbound LD	18	6
International Outbound (except Mexico)	30	6
Mexico Outbound	60	60
Domestic and International Toll Free	30	6

Local calls may be billed as local unlimited calling, local measured rate (per minute), or local per call usage rate. Where billed as local measured rate, the minimum call duration is 60 seconds and the billing increment thereafter is 60 seconds.

Service usage charges are based on actual usage of Service and begin when the called party answers, as determined by answer supervision, and end when either party disconnects the call.

If Customer orders a SIP Refer feature (as set forth in the Customer Order), for any SIP referred call, Customer shall be billed for 2 call flows (inbound and outbound).

In addition to such minimum commitments as stated herein or in the Agreement, the Enterprise SIP Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or “MUG”) which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment (“Committed Service”), commencing on the first full billing cycle following the Ramp Period (defined herein) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the “Revenue Commitment”). “Aggregate VRC Charges” shall mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer shall pay the higher of (i) Customer’s actual invoiced Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but shall be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes herein, the “Ramp Period” shall mean

MASTER SERVICE AGREEMENT

the period commencing on the Service Commencement Date and expiring on the date of the second Level 3 invoice for which the Service is billed.

5 **Surcharges.** Customer agrees to pay the following surcharges, where applicable, in connection with Enterprise SIP Services:

Short Duration Call Surcharge. If for any reason (i) the average call duration for Customer's use of Outbound Long Distance Service is less than 30 seconds or (ii) the average call duration for Customer's use of Toll Free Service, is less than 90 seconds, in either case when measured across a billing cycle month, then an additional charge shall be applied to all calls using the applicable Service type on the applicable Customer billing account in that billing cycle month. For the purpose of this provision, average call duration shall be calculated by dividing the aggregate duration of all calls using the applicable Service type (applied to a specific Customer account number) in a billing cycle month by the total number of calls of that type in that billing cycle month for that account.

PIC Long Distance Service (applies only to Enterprise SIP Trunking Service and SIP Trunking Service as specified on the relevant invoices and other service documentation):

- i. **Unauthorized PIC Change.** An Unauthorized Carrier Change Charge may be applied to each PIC change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Level 3.
- ii. **PIC Change Charge.** Level 3 may elect to assess Customer a PIC Change Charge if an end user's ANI is PIC'd from one IXC to another.
- iii. **Carrier Line Charge or Primary Interexchange Carrier Charge ("PICC").** Level 3 may assess Customer a carrier line charge for lines PIC'd to Level 3.

6 **Billing & Rate Conditions.**

- a. **Third Party Charges.** Customer understands that the charges (including Ancillary Charges) applying to the Services are reflective of the charges levied on Level 3 by third party providers ("**Third Party Charges**") who terminate calls to numbers on networks owned and/or operated by those and other third party providers, and that those Third Party Charges may be subject to change during the term for which the Services are to be provided by Level 3 to Customer. Level 3 reserves the right, upon 30 calendar days' advanced Rate Change Notice, to increase the rates for specific call destinations and/or to change Ancillary Charges or Surcharges based on changes to Third Party Charges.
 - b. **Rate Change Notices.** Level 3 may send to Customer a notice changing rates or other charges as set forth herein which may be provided as a bill insert message with Customer's invoice or other written notification, including to an e-mail address as set forth herein (a "Rate Change Notice"). Customer's e-mail address for purposes of Rate Change Notices hereunder is: {_____}. The rates or changes set forth in such Rate Change Notifications shall take effect as stated therein but no sooner than as otherwise provided in this Service Schedule.
 - c. **Limited Termination Right Related to Rate Changes.** On receipt of Rate Change Notice under Section 6 (a) or (b), Customer may elect to terminate the Service without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Level 3 in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.
 - d. Charges for IFN and UIFN service will be set out in Customer's Rate Plan. If ordered, and in the event Customer redirects calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Customer's Rate Plan.
- 7 **Scope.** Level 3 is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer.

8 **Restrictions.**

- a. **No Resale.** Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service and resale of the Service in any form is strictly prohibited. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Level 3, no less formal consent will be binding.
- b. **No Non-Conforming Uses.** The Service may not be used by Customer to provide voice content related services such as chat lines. The Service may not be used for or in connection with auto dialer applications, predictive dialers, calls to premium rate online services, broadcast fax transmissions, or other application that generates more than ten (10) calls per second. Except as set forth in section c below, the Service may not be used in connection with call center applications and Customer shall not use least cost routing (LCR) in conjunction with the Service. Any use of the Service in violation of this Section or Section 9 below is a "Non-Conforming Use". In the event Customer uses Services for a Non-Conforming Use, Customer shall be liable for the difference between the rates for conforming use and the higher rates which Level 3 would have applied for Non-Conforming Use. In addition, if in Level 3's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Level 3 may, at its option, provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to

MASTER SERVICE AGREEMENT

modify its traffic or correct usage, Level 3 reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer shall remain liable for all usage charges incurred prior to such termination and also for any revenue commitments through the end of the Service Term. Customer will indemnify Level 3 from any claims arising as a result of any Non-Conforming Use.

- c. Customer may use the Service for call center applications or may use least cost routing only with Level 3's express signed written consent (which may be granted in Level 3's sole discretion). If Customer seeks to use the Service in connection with call center operations, Customer must provide Level 3 with detailed traffic forecasts and will discuss location-specific constraints relating to the Service.
- 9 **Traffic Integrity.** Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Level 3's request, Customer shall certify in writing its continued compliance with this Section.
- 10 **Fraudulent Calls and Unsupported Calls.** Customer shall be responsible for paying Level 3 for all charges for Service, even if incurred as a result of fraudulent or unauthorized use. Level 3 may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Level 3's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular Automatic Number Identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer shall notify Level 3 as soon as possible at 1-800-348-5457.

11 **Service Levels.**

The following Service Levels apply only if Customer is the end-user of the Enterprise SIP Service and purchases Level 3 Managed Router Service and either Level 3 DIA or IP VPN Service (as applicable).

a. **Availability Service Level.** The Availability Service Level for this Service is 99.9% per month for public internet and DIA use and 99.99% for IP VPN use. Service is considered "unavailable" if it is unable to make or receive calls for reasons other than an Excused Outage. An unavailability event is measured from the time Customer opens a trouble ticket with Level 3 until the affected Service is restored. In the event that Service is unavailable, Customer will be entitled to a service credit off of the Monthly Recurring Charge ("MRC") for the affected Service based on the cumulative unavailability of the affected Service in a given calendar month as set forth in the following table:

DIA or Public Internet - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

IP VPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

- b. **Limitation.** The Service Levels stated herein do not apply to any Services which originate or terminate outside of the United States. Customer will be entitled to receive credits on only one Service Level in any calendar month (even if Level 3 fails to meet more than one such Service Level). Customer will elect which Service Level it seeks to exercise when its claim for credits is made to Level 3.
- c. **Chronic Outage.** As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is "unavailable" (as defined in subpart 11a

MASTER SERVICE AGREEMENT

immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

- 12 **Third Party Access Provided by Level 3.** Level 3 provides local access circuits (via third party providers) only for Customer's use in connection with this Service. Where Customer's usage of local access circuits provided by Level 3 in connection with this Service falls below the minimum usage level set out below in two consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the additional charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Level 3 notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Level 3 for any early termination fees levied on Level 3 by the third party provider of that local access circuit.

13 **Additional Service Specific Terms.**

A. SIP Trunking Service

(i) Nomadic Worker ("Road Warrior") Use. Subject to the limitations described in this Schedule, SIP Trunking Service may be used to serve nomadic worker, or "road warrior" applications. Users with the Mobility Feature Pack provisioned may originate and receive calls on their primary DID number when away from the primary service location, just as if they were physically present on the corporate LAN/WAN. Nomadic capabilities are available at any location with broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack*.

(ii) Emergency Services (911; E-911). Level 3 will provide E911 as a mandatory service feature of SIP Trunking.

- a. PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICE, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS.

In particular, please note that Customer will not be able to place traditional wireline 911 or E-911 calls with this SIP service in the event of:

- a power outage;
- a loss of connectivity to the internet;
- delays in making a registered location available in the ALI database; and
- Customer's use the phone at a location other than the established fixed, primary location as determined by Level 3's service records (commonly known as "nomadic" use).

Customer acknowledges that Level 3 has advised that the Service does not support traditional wireline 911 or E-911 in these instances. Customer agrees to advise all individuals of this limitation who may have occasion to place calls using this Service (labels for Customer's placement on devices are attached hereto as Attachment A) and Customer will indemnify Level 3 and its affiliates from any claims that arise as a result of such limitations. Notwithstanding anything in the Agreement, no indemnification obligations of Level 3 shall apply to any Emergency Services (911; E-911 calling) that are provided by Level 3. Level 3 shall have no liability for any failure to provide Emergency Services except liability that arises as a direct result of Level 3's gross negligence or willful misconduct.

- b. Customer is responsible for complying with the registered location requirement set forth in 47 C.F.R. Section 9.5(d). In particular, Customer is responsible for providing correct Automatic Location Information ("ALI") to Level 3 to load into the relevant ALI database. Customer shall provide Level 3 with correct ALI information and will be responsible for updating such information on a timely basis in response to changes in registered locations via a Customer facing portal supplied by Level 3. Customer will provide its initial physical location contemporaneously with the execution of its order for the Service. Prior to turn up of Customer's initial service, Level 3 will notify the Customer of any incorrect ALI information, and corrections must be re-submitted by the Customer. Customer acknowledges and understands that failure to provide the current and correct physical address and location will result in any emergency calls made by Customer being routed to the incorrect local emergency service provider.
- c. It is the Customer's responsibility to understand the state laws that pertain to them in regards to E911 requirements and compliance obligations. Level 3 specifically disclaims any such obligation. If Customer subscribes to Lync service, Customer

MASTER SERVICE AGREEMENT

acknowledges that Level 3 does not store 911/E-911 location information and relies upon information provided in the Lync 911 call to route calls to the appropriate PSAPs

- d. In the event that 911 Service limitations or requirements different than those stated herein are, in Level 3's reasonable opinion, necessary or advisable based on Level 3's interpretation of currently evolving 911 Service laws, rules and regulations, Customer agrees to negotiate modifications to this Section as requested by Level 3, and if agreement respecting the same cannot be reached, Level 3 may terminate the Service and this Agreement without liability.

(iii) Other Jurisdictions. For SIP Trunking or other local calling services provided in jurisdiction outside the United States, specific additional emergency calling terms may be required and will be added to this Agreement upon Level 3 request.

B. Toll Free Service, VoIP IFN and UIFN Service.

- (i) **Change of Responsible Organization.** Unless otherwise provided for herein, Level 3 is the Responsible Organization for Toll Free Numbers. Customer represents and warrants that it has all necessary rights and authority necessary for any change in Responsible Organization, will provide copies of letters of authority authorizing the same upon request (and in the format requested by Level 3) and shall indemnify, defend and hold harmless Level 3 and its affiliates from any third party claim related to or arising out of any such change (or request for such a change). Porting by Customer of Toll Free Numbers pursuant to this Section shall in no event relieve Customer of its obligations under the Toll Free Revenue Commitment (if any).
- (ii) Level 3 does not guarantee the availability of any requested Toll Free, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate such a Toll Free number for the purpose of selling, brokering, or releasing the Toll Free number to another person for any fee or other consideration. Level 3 may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of Service, Customer does not submit a written request for the appointment of a new Carrier for its Toll Free number(s) within thirty (30) days of such termination, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Level 3 account, then Customer's Toll Free number(s) shall not be released to another long distance carrier or Responsible Organization. Customer acknowledges that (i) IFN or UIFN numbers may be owned by the in-country PTT and not the Customer or Level 3, (ii) that the supply of numbers by a PTT or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the PTT may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Level 3 to another carrier and the applicable PTT or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Level 3 until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer should cancel service with Level 3.
- (iii) Customer agrees that if a US Toll Free number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between Level 3 and another Carrier, Level 3 will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Level 3 received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.
- 14 **Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

MASTER SERVICE AGREEMENT

SERVICE SCHEDULE LEVEL 3® DEDICATED INTERNET ACCESS SERVICE (DIA)

(Version Issue Date: March 26, 2012)

1. Service Description. DIA is a dedicated Internet service providing access to the Level 3 IP network and the global Internet, available through Serial/POS and Ethernet interfaces. Level 3 provisions DIA service on two networks, identified as: **AS 3356 (Level 3) and/or AS 3549 (Global Crossing)**. Where DIA is purchased in connection with Level 3 VoIP Services, Level 3 voice packets will be prioritized over other packets, unless otherwise agreed. DIA services may not be resold to third parties without Level 3's prior written consent reflected in an amendment hereto. As used herein, the following definitions apply:

"Back-Up Port" shall mean any DIA Service port other than the Primary Port that is configured to send/receive traffic only in the event the applicable Primary Port becomes unavailable to send/receive traffic. The Back-Up Port must be identified as such in the applicable Customer Order and provisioned on a Level 3 router or switch (within the same Level 3 facility) that is separate from the Primary Port. Requests for backup ports will be handled on an individual case basis and are not standard.

"E2E" means end to end, and includes the On-Net Port and Off-Net Access components of Services, taken together.

"On-Net" means Service provided entirely on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are Off-Net.

"Primary Port" shall mean any DIA Service port that is configured to send/receive traffic during normal network operations, as identified in the applicable Customer Order.

2. Managed Router Service (Option). Where Ordered by Customer, Managed Router Service ("MRS") provides for Internet access Customer Premises Equipment ("CPE") management by Level 3. Operational management responsibility, including management of the logical configuration of Customer provided CPE, is assigned solely to Level 3 where MRS is ordered.

3. Charges. DIA Services are charged using one of the following billing options, as set forth in each Order.

Fixed Rate Option. Customer is billed a non-recurring installation charge per port plus a fixed recurring charge per month.

CDR/ACDR Option (Burstable). Customer is billed a non-recurring installation charge per port, a monthly recurring charge based on Customer's Committed Data Rate plus monthly usage charges to the extent monthly usage exceeds Customer's Committed Data Rate. "Committed Data Rate" means the number of Mbps per month committed to by Customer as stated in the Order. Per port usage of DIA (both send and receive traffic) will be sampled by Level 3 every 5 minutes for the previous 5 minute period. At the end of each month, the top 5% of send and receive traffic samples will be discarded, and the higher of the resulting 95th percentile value for send or receive traffic for such port will be compared to the applicable Committed Data Rate. If the compared 95th percentile measurement is higher than the Committed Data Rate, Customer will be billed for its Committed Data Rate plus this 95th percentile measurement for any usage in excess of the Committed Data Rate. CDRs may be aggregated across multiple ports (an ACDR) as stated in the Order.

4. IP Addresses and Domain Names. If Level 3 assigns Customer an IP address, such IP address shall revert to Level 3 upon expiration or termination of Service, and Customer shall cease using such address. If Level 3 obtains a domain name for Customer, Customer will own such domain name and shall be responsible for: a) paying all fees relating thereto; b) complying with legal or other requirements imposed by the domain name registration authority; c) modifying the mapping of the domain name to the new provider if Customer changes service providers; and d) all third party claims (including claims for intellectual property infringement) relating thereto, including where brought against Level 3.

5. Service Levels.

(a) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any DIA Service on or before the Customer Commit Date for the particular DIA Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular DIA Service for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to either (i) for DIA Service billed on an Aggregate CDR basis, the charges for one (1) day of the pro rata share of the monthly recurring charges ("MRC") associated with the Aggregate CDR for the affected DIA Service port(s) (pro-rated based on the number of total ports that contribute to such Aggregate CDR) or (ii) for DIA Service with any other manner of billing, the charges for one (1) day of the allocated port MRC for the affected DIA Service port(s), in each case up to a monthly maximum credit of ten (10) days.

(b) Availability. The Availability Service Level for DIA is 99.98% for Standard Service and 99.99% for Protected Service, provided that the Availability Service Level for DIA Service with any Off-Net (E2E) is 99.9%. Standard Service is configured with a single Primary Port and no Back Port. Protected Service is configured with both a Primary Port and a Back Up Port. Service is unavailable (except in the case of an Excused Outage) if: (i) in the case of Standard Service, the Primary Port cannot send or receive traffic, or (ii) in the case of Protected Service, both the Primary Port and the Back Up Port are unable to send or receive traffic. If credits are due under this Service Level, no other Service Level agreements apply to the same event. If DIA

MASTER SERVICE AGREEMENT

Service is unavailable, Customer will be entitled to a service credit off of the port MRC for the affected DIA port based on the cumulative unavailability of the port in a given calendar month as set forth below:

For Standard Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01– 00:45:00	5%
00:45:01– 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 –12:00:00	30%
12:00:01 –16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For Protected Service:

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01– 00:45:00	15%
00:45:01– 04:00:00	35%
04:00:01 – 08:00:00	50%
08:00:01 –12:00:00	75%
12:00:01 or greater	100%

For E2E Service (i.e. Service with any Off-Net component)

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01– 00:43:00	No Credit
0:43:01– 04:00:00	10%
04:00:01 – 12:00:00	30%
12:00:01+	50%

- (c) **Packet Delivery.** The packet delivery objective is 99.95%. Packet delivery is measured as the average number of IP packets transiting the Level 3 network that are delivered to the intended destination on the Level 3 network. Measurements are over a calendar month, and performance statistics for this SLA can be found on Level 3’s customer portal. If packet delivery exceeds these objectives except as the result of an Excused Outage, Customer will be entitled to a service credit off of the port MRC for the affected DIA port as set forth below:

Packet Delivery below Objective	Service Level Credit
99.949% - 99%	10%
98.99% - 96%	30%
95.99% or less	50%

- (d) **Delay (Latency).** Level 3 commits to an average (in a calendar month) latency between the Internet access routers of no more than the latency figures in the table below, depending on which network the Service is provided. If delay exceeds these objectives, except as the result of an Excused Outage, Customer will be entitled to a service credit off of the port MRC for the affected DIA port as set forth below:

Note: Although Level 3 has completed its acquisition of Global Crossing, the networks that each company operated have not been fully integrated and as such services may be ordered and provisioned on either Level 3 network AS 3356 or Global Crossing network AS 3549. For Services provisioned on Level 3 network (AS3356) the delay measurement is calculated as an average one way latency between Internet routers within each region and between regions connected to AS 3356. For Services provisioned on Global Crossing network (AS 3459) the delay measurement is calculated as an average round trip latency between Internet routers within a region and between regions connected to AS 3549.

MASTER SERVICE AGREEMENT

Route	Level 3 AS 3356 (one-way)	AS 3549 GC (round -trip)
Within the North American Network [Intra-N. America]	< 25 ms	< 50 ms*
European Network to North American Network	< 40 ms	< 80 ms**
Within the European Network [Intra-Europe]	<15 ms	< 35 ms
Within the Asia Network [Intra-Asia]	N/A	< 110 ms
Within the LATAM Network [Intra-LATAM, excluding Mexico City]	N/A	< 120 ms
Asian Network to European Network	N/A	< 345 ms**
Asian Network to North American Network	N/A	< 185 ms**
Asian Network to LATAM Network [excluding Mexico City]	N/A	< 315 ms**
European Network to LATAM Network [excl. Mexico City]	N/A	< 210 ms**
North American Network to LATAM Network [excl. Mexico City]	N/A	< 140ms**

*Add 90ms from/to the Mexico IP Hub on GC network.

** Plus the applicable latency parameter for the region in which the applicable Customer Site is located

Delay Exceeding Objective	Service Level Credit
.1- 10 ms	10%
10.1- 25 ms	30%
25.1 ms or greater	50%

6. Chronic Outage. Customer may elect to terminate an affected DIA Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage:

(1) For Standard Service, such Standard Service is unavailable (as defined in Section 5(B) above) in any calendar month for: (a) three (3) or more separate occasions of more than twelve (12) consecutive hours each, OR (b) more than forty two (42) hours in the aggregate; or

(2) For Protected Service, such Protected Service is unavailable (as defined in Section 5(B) above) in any calendar month for: (a) four (4) or more separate occasions of more than two (2) consecutive hours each OR (b) more than twenty four (24) hours in the aggregate.

Customer may only terminate such DIA Service that is unavailable as described above, and must exercise its right to terminate the affected DIA Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. Except for any credits that have accrued pursuant to Section 5, this Section 6 sets forth the sole remedy of Customer for chronic outages or interruptions of any DIA Service.

7. Level 3 arranged Third Party Internet Access: Upon Customer's request, Level 3 may agree to arrange Internet access using third party providers ("Third Party Internet Access"). Access options vary by country and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless) and/or Satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements and number of IP addresses) also differ by country. Third Party Internet Access will, if requested by Customer and accepted by Level 3, be provided by third party subcontractor(s) to Level 3; and, accordingly, is provided on an "as is" basis with the limited service level described below. Customer may report faults and/or outages in Third Party Internet Access to Level 3 on a 24x7 basis and Level 3 will contact the applicable third party service provider to effect restoration. Details of any agreed Third Party Internet Access (including pricing and equipment requirements, if any) will be set out in a Customer Order.

(A) The Availability Service Level for Third Party Internet Access is 98.0%. For Third Party Internet Access (i) Service Availability is defined as the ability of Customer to deliver IP packets, from Customer port to any Internet destination., (ii) Service unavailability is defined as periods during which Third Party Internet Access is unavailable. Service unavailability is calculated from the time Level 3 opens a trouble ticket on behalf of Customer until Level 3 closes such trouble ticket.

(B) Service Level Credit: In the event that Third Party Internet Access becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit as follows. For the first two hour period (or part thereof) of Service unavailability in excess of 14.9 hours, and for each successive one hour period or part thereof, Customer will be entitled to a credit of (a) ten per cent (10.0%) of the applicable MRC for the applicable month. For the purpose of this Section, 'MRC' means the agreed monthly recurring charge for the Third Party Internet Access provided to the Customer which is the subject of the credit claim. The Service Level Credit stated in this Section 7(B) is Customer's sole remedy of Customer for unavailability or interruptions of any Third Party Internet Access.

8. Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).



Quote # 1984487

Proposal													
Pricing Prepared For			Prepared On		Price Valid Until		Currency		Total Mrc		Total Nrc		
City of Riverside, MO			03/18/2015		05/21/2015		USD		807.06		0.00		
IP VPN Managed													
Term		Total Mrc			Total Nrc				# Sites				
3 Years		504.04			.00				1				
Location			Universal Service Fund	Summary		IP VPN Services			Local Access				
Site Name	Country	Site Address		USF	Mrc	Nrc	Port	Mrc	Nrc	Mrc	Nrc		
KANSAS CITY, MO - LEVEL 3 METRO POP	USA	324 E 11TH ST KANSAS CITY, MO 64106		Interstate	504.04	.00	Fast Ethernet (100 Mb)	348.84	.00	155.20	.00		
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 324 E 11TH ST KANSAS CITY, MO 64106 On Net Access - Fast Ethernet (100 Mb) - [Bandwidth = Fast Ethernet (100 Mb), Sub Bandwidth = 3]			1	155.20	0.00								
A - 324 E 11TH ST KANSAS CITY, MO 64106 IP VPN Port - Fast Ethernet (100 Mb) - [Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]			1	64.44	0.00								
A - 324 E 11TH ST KANSAS CITY, MO 64106 Commit - Premium Plus & Premium - [Capacity (Mb) = 2.000]			1	284.40	0.00	2.000	142.20/Mb						

Voice Complete (Standard)								
Term	Total Mrc			Total Nrc			# Sites	
3 Years	See Rate Sheet			See Rate Sheet			See Rate Sheet	
Summary								
Mrc				Nrc				
.00				.00				
Product Details								
Description	Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
CCP (Concurrent Call Path) - [Rate Plan = Flat Local]	See Rate Sheet							
Local	See Rate Sheet							
Long Distance - [Pre-Paid Minutes = No]	See Rate Sheet							
Voice Complete SLA - [SLA = Standard]	See Rate Sheet							

Voice Complete (Access Only)													
Term		Total Mrc			Total Nrc				# Sites				
3 Years		303.02			.00				1				
Location			Universal Service Fund	Summary		IP VPN Services			Local Access				
Site Name	Country	Site Address		USF	Mrc	Nrc	Port	Mrc	Nrc	Mrc	Nrc		
2950 NW Vivion Rd	USA	2950 NW Vivion Rd Riverside, MO 64150-1502		Interstate	303.02	.00		.00	.00	303.02	.00		
Product Details													
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 2950 NW Vivion Rd Riverside, MO 64150-1502 Off Net Access - T1 (1.5 Mb) - [Bandwidth = T1 (1.5 Mb), Secondary CFA = No, Terminating to a Ring = No]			1	303.02	0.00								

Order Terms and Conditions

1. This confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Committed Delivery Date (i.e. the projected installation date) or Level 3's delivery of the requested Service.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.
8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	



Voice Rate Sheet

Deal # 923254

Quote # 1984487

Term Plan					
Product	Customer Name	Voice Minimum Commit	Currency	Term	Rates Good Until
Voice Complete - Flat Local	City of Riverside, MO	0.00	USD	3 Years	5/24/2015 4:56:04 PM

SANS

001VCME1013

CCP (Concurrent Call Path)		
Call Type Feature		
	MRC	NRC
CCP Concurrent Call Path with Flat Local Rate Plan	12.00	.00
Account and Authorization Codes	10.00	15.00
Expedite Charge - per ckt end (separate from LEC charges)	.00	250.00
Voice Order Change Charge	.00	.00

001VCME1013

Local		
DID		
	MRC	NRC
DID Block of 20	3.00	.00
DID Block of 20 with Lync 911	10.00	40.00
DID Port Charge Per Number	.00	3.50

001VCME1013

Local		
Call Type Feature		
	MRC	NRC
Feature Pack 1	.00	.00
DID Vanity Charge	.00	100.00
Directory Listing Primary Listing	.00	.00
Directory Listing Additional Listing	5.00	3.00
Directory Listing Caption	5.00	3.00
Directory Listing Foreign Additional Listing	12.00	3.00
Directory Listing Non Pub	3.00	3.00
Directory Listing Un Listed	3.00	3.00
Mobility Feature Pack	1.50	.00

001VCME1013

Interstate		
	Dedicated	Switched
<u>Destination</u>	Long Distance Rate Per Minute	TollFree Rate Per Minute
Interstate	0.0126	0.0280

001VCME1013

Intrastate		
Destination	Dedicated	Switched
	Long Distance Rate Per Minute	TollFree Rate Per Minute
All States	0.0126	
Alabama		0.0450
Alaska		0.1200
Arizona		0.0600
Arkansas		0.0650
California		0.0300
Colorado		0.0625
Connecticut		0.0350
Delaware		0.0350
Florida		0.0575
Georgia		0.0600
Hawaii		0.0925
Idaho		0.0900
Illinois		0.0280
Indiana		0.0265
Iowa		0.0800
Kansas		0.0500
Kentucky		0.0450
Louisiana		0.0350
Maine		0.0550
Maryland		0.0500
Massachusetts		0.0450
Michigan		0.0300
Minnesota		0.0650
Mississippi		0.0500
Missouri		0.0675
Montana		0.0960
Nebraska		0.0650
Nevada		0.0575
New Hampshire		0.0700
New Jersey		0.0400
New Mexico		0.0300
New York		0.0580
North Carolina		0.0470
North Dakota		0.1075
Ohio		0.0300
Oklahoma		0.0650
Oregon		0.0400
Pennsylvania		0.0500
Rhode Island		0.0525
South Carolina		0.0450
South Dakota		0.1800
Tennessee		0.0600
Texas		0.0600
Utah		0.0500

Vermont		0.0645
Virginia		0.0600
Washington		0.0560
West Virginia		0.0600
Wisconsin		0.0375
Wyoming		0.0500

001VCME1013

Canada Origination		
	Switched	
Country	TollFree	
	Rate Per Minute	
United States		0.0700

001VCME1013

Long Distance		
Call Type Feature		
	MRC	NRC
Interstate - Per Call Surcharge Directory Assistance	.00	1.99
Intrastate - Per Call Surcharge Directory Assistance	.00	.69
LD Oper Chg: Person-to-Person Per Call Surcharge	.00	3.50
LD Oper Chg: Station-to-Station Per Call Surcharge	.00	1.75

001VCME1013

Toll Free		
Call Type Feature		
	MRC	NRC
800 Numbers (per 800 number)	3.00	.00
Directory Assistance per TF # Provided - Via Directory Express - Per Call Surcharge	.00	.95
Directory Assistance per TF # Provided - Via Internet Website - Per Call Surcharge	.00	2.00
Directory Assistance per TF # Provided - Automated - Per Call Surcharge	.00	2.50
Info Digit Blocking	10.00	.00
Info Digit Routing	10.00	.00
NASC Charge per Toll Free Number	.00	50.00
National Directory Assistance	20.00	.00
Origin of Call Blocking	10.00	.00
Origin of Call Routing	10.00	.00
Payphone Surcharge (per call)	.00	.62
Percent Allocation Routing	10.00	.00
Single Feature - Area Code Blocking	.00	25.00
Single Feature - Info Digit Screening	15.00	15.00
Single Feature - Reporting- Inbound Monthly Management - (Billed beginning with the first month)	7.50	.00
Single Feature - Reporting- Inbound Weekly - (First month is provided at no charge)	20.00	.00
Time of Day Routing	10.00	.00
Vanity Number	.00	.00

Order Terms and Conditions
<p>1. This confidential Customer Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.</p> <p>2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.</p> <p>3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.</p> <p>4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Committed Delivery Date (i.e. the projected installation date) or Level 3's delivery of the requested Service.</p> <p>5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.</p> <p>6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.</p> <p>7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.</p> <p>8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at https://MyLevel3.net) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.</p> <p>9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.</p>

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Level 3.

Customer

Authorized Signature:	
Name:	
Title:	
Date:	