

**ARNOLD, NEWBOLD, WINTER & JACKSON, P.C.**

MICHAEL C. ARNOLD  
 MICHAEL G. NEWBOLD  
 LINDA N. WINTER ◊  
 BRUCE C. JACKSON, JR.  
 BRADLEY J. SOLLARS ‡

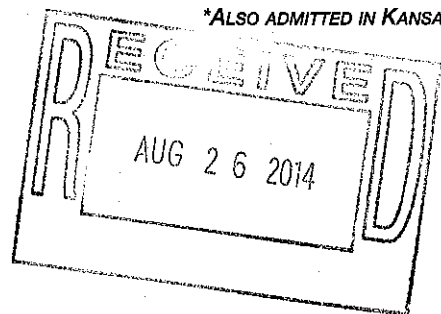
1125 GRAND BOULEVARD  
 SUITE 1600  
 KANSAS CITY, MISSOURI 64106-2503  
 TELEPHONE: 816-421-5788  
 FACSIMILE: 816-471-5574

PAUL E. TORLINA \*  
 SIMONE J. HOLLINS  
 AMANDA K. RHODES

◊ ALSO ADMITTED IN WISCONSIN AND D.C.  
 ‡ ALSO ADMITTED IN KANSAS, IOWA AND NEW YORK



August 22, 2014



Dr. John Jungmann  
 Superintendant  
 Springfield Public Schools  
 1359 E. St. Louis  
 Springfield, MO 65802

**Re: Missouri Sunshine Act Request/Highpoint Enterprises II**  
**Our Client: BAC Local 15 Fringe Benefit Funds**  
**Project: Kickapoo & Glendale High Schools Ballfield Construction project**  
**General Contractor: Branco Enterprises, Inc.**  
**Subcontractor: Highpoint Enterprises II**  
**Our File No.: B14-155**

Dear Dr. Jungmann:

Please be advised the undersigned represents the BAC Local 15 Fringe Benefit Funds. A subcontractor on a project for the Springfield Public Schools, Highpoint Enterprises II, has failed to pay certain fringe benefit contributions on behalf of its bricklayer employees to the BAC Local 15 Fringe Benefit Funds, as required pursuant to Missouri's prevailing wage laws and the relevant collective bargaining agreements to which the subcontractor is a party.

According to information available to this office, Highpoint Enterprises II was a subcontractor to Branco Enterprises on the Kickapoo and Glendale High School ballfield construction project.

Pursuant to the Missouri Sunshine Law, please provide the undersigned with a copy of the payment and/or surety bond(s) posted by Highpoint Enterprises II and/or Branco Enterprises that covers labor costs on the above-referenced project.

In addition, again pursuant to the Missouri Sunshine Law, please provide the undersigned a copy of the certified payroll records submitted by Highpoint Enterprises II from the project inception to date.

If this request is misdirected, please direct the undersigned to the proper city office to which this request should be made. If there are any fees for searching for and/or copying the requested documents, please enclose your statement with the documents for prompt payment. If all or part of this request is denied, please cite the specific exemptions which support the denial of said request.

Thank you for your immediate attention to this request. If you have any questions, please do not hesitate to contact me.

Very truly yours,

ARNOLD, NEWBOLD, WINTER & JACKSON, P.C.

Bradley J. Sollars

BJS:dp

cc: Branco Enterprises



*Helping today's kids fill tomorrow's promise.*

---

**John E. Jngmann, Ed.D.**  
**Superintendent**

August 29, 2014

Mr. Bradley J. Sollars  
Arnold, Newbold, Winter & Jackson, P.C.  
1125 Grand Blvd., Suite 1600  
Kansas City, MO 64106-2503

Dear Mr. Sollars:

This letter will respond to your letter dated August 22, 2014, and received in my office on August 26, 2014. Your letter requests certain public records pursuant to the Missouri Sunshine Statute. More specifically, your letter requests the following:

“...please provide the undersigned with a copy of the payment and/or surety bond(s) posted by Highpoint Enterprises II and/or Branco Enterprises that covers labor costs on the above-referenced project (Kickapoo & Glendale High School Ballfield Construction project).

...please provide the undersigned a copy of the certified payroll records submitted by Highpoint Enterprises II from the project inception to day.”

Initially, in order to be subject to disclosure under the Missouri Sunshine Law, documents must constitute “public records” of the “public governmental body.” In this case, the “public governmental body” is the Board of Education for the School District of Springfield, R-12. The term “public records” is defined in Section 610.010(6) RSMo. as follows:

(6) “Public record” -- *any record*, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared and presented to the public governmental body by a consultant or other professional service paid for in whole or in part by public funds; including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. The term “public record” shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting.”

Thus, the term "public record" includes only those records, either written or electronic, that are already in existence that the public governmental body is "holding" or "retaining" in its possession. *Jones v Jackson County Circuit Court*, 162 S.W.3d 53, 59 (Mo App 2005).

The District will not provide you with public documents which may be encompassed by your request that are closed records. Included in these closed public documents are the following:

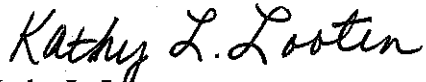
- The minutes of closed meetings of the Board of Education which were closed pursuant to Section 610.021 RSMo, and not otherwise required to be revealed;
- Privileged communications between the Board of Education or its representatives and its attorneys pursuant to Section 610.021(1) RSMo;
- Records involving the hiring, firing, disciplining or promoting of particular employees by the Board of Education when personal information about the employee is discussed or recorded, except those public records which have been made public pursuant to Section 610.021(3) RSMo;
- Records involving software codes for electronic data processing and documentation thereof pursuant to Section 610.021(10) RSMo;
- Documents related to a negotiated contract until a contract is executed, pursuant to Section 610.021(12) RSMo;
- Documents which constitute individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, pursuant to Section 610.021(13) RSMo;
- Records which are protected from disclosure by law pursuant to Section 610.021(14) RSMo;
- Confidential or privileged communications between a public governmental body and its auditors, including all auditor work product pursuant to Section 610.021(17) RSMo;
- Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the District pursuant to Section 610.021(20) RSMo;
- Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the Board of Education and a person or entity doing business with the Board pursuant to Section 610.021(21) RSMo.

With this explanation in mind, the Board responds as follows to your request:

Your request is approved. The records you requested are attached.

Thank you for your request.

Sincerely,

Handwritten signature of Kathy L. Looten in cursive script.

Kathy L. Looten  
Executive Office Liaison/Records Custodian

cc: Ransom Ellis, III

Attachment

Bond No. **58709899**

**PERFORMANCE BOND**

Conforms with The American Institute of Architects  
A.I.A. document No. A-311

KNOW ALL BY THESE PRESENTS: that Branco Enterprises, Inc.

12033 E. Highway 86  
Neosho, MO. 64850

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, Western Surety Company

5901 College Blvd., #400  
Overland Park, KS. 66211 (800) 888-3269

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto School District of Springfield R-12

1458 E Chestnut Expwy  
Springfield, MO 65802

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Nine Hundred Twenty-two Thousand Dollars And Zero Cents  
Dollars ( \$922,000.00 ).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated February 21, 2014, entered into a contract

with Owner for New Softball Fields Construction 2013 - Glendale High School, 2727 S Ingram Mill Road, 65804 and Kickapoo High School, 3710 S Jefferson, 65807

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by LAND3 Studio LLC

(Here insert full name and address or legal title of Architect)

1100 West Cambridge Circle Drive, Ste 550  
Kansas City, MO. 66103

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

58709899

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph; shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 13h day of March, 2014

*[Handwritten Signature]*

(Witness)

Branco Enterprises, Inc.

(Seal)

(Principal)

*[Handwritten Signature]*  
JUSTIN BRANHAM

(Title)

EXECUTIVE VICE PRESIDENT

Western Surety Company

(Seal)

Brandi Jo Bradley, Attorney-In-Fact

(Surety)

*[Handwritten Signature]*

(Witness)

*[Handwritten Signature]*

Attorney-In-Fact  
(Title)

**LABOR AND MATERIAL PAYMENT BOND**

**Bond No. 58709899**

Conforms with The American Institute of Architects  
A.I.A. Document No. A-311

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE  
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL BY THESE PRESENTS: that Branco Enterprises, Inc.

(Here insert full name and address or legal title of Contractor)

12033 E. Highway 86  
Neosho, MO. 64850

as Principal, hereinafter called Principal, and, Western Surety Company

(Here insert full name and address or legal title of Surety)

5901 College Blvd., #400  
Overland Park, KS. 66211  
(800) 888-3269

as Surety, hereinafter called Surety, are held and firmly bound unto School District of Springfield R-12

(Here insert full name and address or legal title of Owner)

1458 E Chestnut Expwy  
Springfield, MO 65802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Nine Hundred  
Twenty-two Thousand Dollars And Zero Cents** Dollars  
( \$922,000.00 ).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated February 21, 2014, entered into a contract

with Owner for New Softball Fields Construction 2013 - Glendale High School, 2727 S Ingram Mill Road, 65804 and  
Kickapoo High School, 3710 S Jefferson, 65807  
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by LAND3 Studio LLC

(Here insert full name and address or legal title of Architect)

1100 West Cambridge Circle Drive, Ste 550  
Kansas City, MO 66103

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

58709899

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. No suit or action shall be commenced hereunder by any claimant:

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 13th day of March, 2014

[Signature] (Witness)

Branco Enterprises, Inc. (Seal) (Principal)

[Signature] JUSTIN BRANHAM (Title)

EXECUTIVE VICE PRESIDENT (Seal) Western Surety Company (Surety)

Angela Broadwater (Witness)

[Signature] Brandi Jo Bradley, Attorney-In-Fact (Title)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Geneva E Dugger, William L Southworth Jr, Gary L Yost, Callae J Doty, Lori Ann Dobkins, Thomas A Montileone, Daniel A Cavender, Brandi Jo Bradley, Sherry R Feeler, Individually**

of Springfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of November, 2013.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

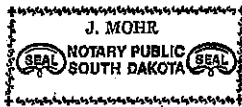
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of November, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2014



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

# Document A310<sup>TM</sup> - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Branco Enterprises, Inc.  
12033 E Highway 86  
Neosho, MO 64850

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
5901 College Blvd., #400  
Overland Park, KS. 66211 (800) 888-3269  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Springfield R-XII School District

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of Amount Bid \*\*\*

### PROJECT:

(Name, location or address, and Project number, if any)

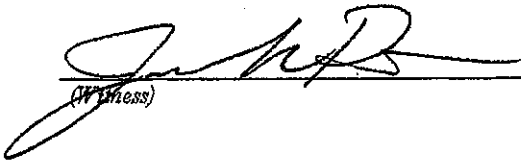
Glendale & Kickapoo High School Softball Fields  
Springfield, Missouri

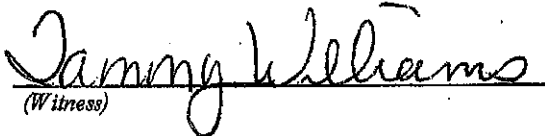
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January, 2014

  
(Witness)

  
(Witness)

Branco Enterprises, Inc.

(Principal)

(Seal)

(Title)

Western Surety Company

(Surety)

(Seal)

(Title) Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Geneva E Dugger, William L Southworth Jr, Gary L Yost, Callae J Doty, Lori Ann Dobkins, Thomas A Montileone, Daniel A Cavender, Brandi Jo Bradley, Sherry R Feeler, Individually**

of Springfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of November, 2013.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

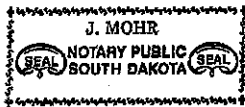
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of November, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of January 2014

WESTERN SURETY COMPANY



*L. Nelson*

L. Nelson, Assistant Secretary

**PARTIAL WAIVER OF LIEN**

Branco Job Number: 5637  
Lien Waiver Number: 49682  
Subcontract number: 5637

LABOR AND MATERIALS  
7/3/2014

State Of: mo

County Of: Newton

To All Whom it May Concern:

Whereas, the undersigned has received payment from Branco Enterprises, Inc. for labor and/or materials known as:

SPR H.S. SOFTBALL FIELDS  
3710 S. JEFFERSON AVE.  
SPRINGFIELD, MO 65804

Now, therefore, the undersigned for and in consideration of the sum:

THREE THOUSAND ONE HUNDRED TWENTY TWO AND 50/100 DOLLARS  
\$3,122.50

and other goods and valuable consideration, the receipt whereof is hereby acknowledged, does thereby waive all liens, and claim or right to lien, on said above described building and real estate under the statutes of this state relating to Mechanics Liens or any other liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and or real estate. This is a PARTIAL LIEN WAIVER covering all labor and materials heretofore furnished pursuant to the subcontract or purchase order agreement on the above described project.

MIRANDA J. OXENDINE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires Apr. 11, 2016  
Commission #12328520

Date: 7-3-14

Subscribed and sworn before me this 3rd

day of July, 20 14

Notary Public: Miranda J. Oxendine

My commission expires: 4-11-16

By: [Signature]  
Title: Treasurer

HIGH POINT ENTERPRISES II LLC  
1468 CONKLIN RD

MARSHFIELD, MO 65106

**NOTE: NO FUTURE PAYMENTS WILL BE MADE UNLESS THIS SIGNED AND NOTARIZED LIEN WAIVER HAS BEEN RETURNED TO THE OFFICES OF BRANCO ENTERPRISES, INC.**

**PARTIAL WAIVER OF LIEN**



Branco Job Number: 5637  
Lien Waiver Number: 49683  
Subcontract number: 5637

LABOR AND MATERIALS  
7/3/2014

State Of: MO

County Of: Newton

To All Whom it May Concern:

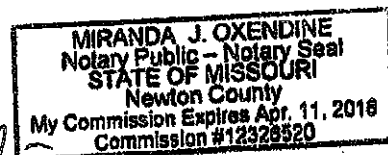
Whereas, the undersigned has received payment from Branco Enterprises, Inc. for labor and/or materials for the project known as:

SPR H.S. SOFTBALL FIELDS  
3710 S. JEFFERSON AVE.  
SPRINGFIELD, MO 65804

Now, therefore, the undersigned for and in consideration of the sum:

TWO THOUSAND NINE HUNDRED SEVENTY SIX AND 60/100 DOLLARS  
\$2,976.60

and other goods and valuable consideration, the receipt whereof is hereby acknowledged, does thereby waive and release all liens, and claim or right to lien, on said above described building and real estate under the statutes of the applicable state relating to Mechanics Liens or any other liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and or real estate. This is a PARTIAL LIEN WAIVER covering all labor and material heretofore furnished pursuant to the subcontract or purchase order agreement on the above described project.



Date: 7-14-14

Subscribed and sworn before me this 14th

day of July, 20 14

Notary Public: Miranda J. Oxendine

My commission expires: 4-11-16

By: [Signature]

Title: Treasurer

HIGH POINT ENTERPRISES II LLC  
1468 CONKLIN RD

MARSHFIELD, MO 65106

**COPY**

**NOTE: NO FUTURE PAYMENTS WILL BE MADE UNLESS THIS SIGNED AND NOTARIZED LIEN WAIVER HAS BEEN RETURNED TO THE OFFICES OF BRANCO ENTERPRISES, INC.**

PARTIAL WAIVER OF LIEN

7/15/14

Branco Job Number: 5637  
Lien Waiver Number: 49684  
Subcontract number: 5637

LABOR AND MATERIALS  
7/3/2014

State Of: MO

County Of: Newton

To All Whom it May Concern:

Whereas, the undersigned has received payment from Branco Enterprises, Inc. for labor and/or materials for the project known as:

SPR H.S. SOFTBALL FIELDS  
3710 S. JEFFERSON AVE.  
SPRINGFIELD, MO 65804

Now, therefore, the undersigned for and in consideration of the sum:

FIVE THOUSAND ONE HUNDRED FIVE AND 90/100 DOLLARS  
\$5,105.90

and other goods and valuable consideration, the receipt whereof is hereby acknowledged, does thereby waive and release all liens, and claim or right to lien, on said above described building and real estate under the statutes of the applicable state relating to Mechanics Liens or any other liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and or real estate. This is a PARTIAL LIEN WAIVER covering all labor and material heretofore furnished pursuant to the subcontract or purchase order agreement on the above described project.

MIRANDA J. OXENDINE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires Apr. 11, 2016  
Commission #12328520

Date: 7-14-14

Subscribed and sworn before me this 14th

day of July 20 14

Notary Public: Miranda J. Oxendine

My commission expires: 4-11-16

By: [Signature]  
Title: Treasurer

HIGH POINT ENTERPRISES II LLC  
1468 CONKLIN RD

MARSHFIELD, MO 65106

COPY

NOTE: NO FUTURE PAYMENTS WILL BE MADE UNLESS THIS SIGNED AND NOTARIZED LIEN WAIVER HAS BEEN RETURNED TO THE OFFICES OF BRANCO ENTERPRISES, INC.

PARTIAL WAIVER OF LIEN

71514

Branco Job Number: 5637  
Lien Waiver Number: 49703  
Subcontract number: 5637

LABOR AND MATERIALS  
7/10/2014

State Of: MO

County Of: Newton

To All Whom it May Concern:

Whereas, the undersigned has received payment from Branco Enterprises, Inc. for labor and/or materials for the project known as:

SPR H.S. SOFTBALL FIELDS  
3710 S. JEFFERSON AVE.  
SPRINGFIELD, MO 65804

Now, therefore, the undersigned for and in consideration of the sum:

FIVE THOUSAND SEVEN HUNDRED NINETY SIX AND 86/100 DOLLARS  
\$5,796.86

and other goods and valuable consideration, the receipt whereof is hereby acknowledged, does thereby waive and release all liens, and claim or right to lien, on said above described building and real estate under the statutes of the applicable state relating to Mechanics Liens or any other liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and or real estate. This is a PARTIAL LIEN WAIVER covering all labor and material heretofore furnished pursuant to the subcontract or purchase order agreement on the above described project.

MIRANDA J. OXENDINE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires Apr. 11, 2016  
Commission #12328520

Date: 7-14-14

Subscribed and sworn before me this 14

day of July, 2014

Notary Public: Miranda J. Oxendine

My commission expires: 4-11-16

By: [Signature]

Title: Treasurer

HIGH POINT ENTERPRISES II LLC  
1468 CONKLIN RD

MARSHFIELD, MO 65106

COPY

NOTE: NO FUTURE PAYMENTS WILL BE MADE UNLESS THIS SIGNED AND NOTARIZED LIEN WAIVER HAS BEEN RETURNED TO THE OFFICES OF BRANCO ENTERPRISES, INC.

PARTIAL WAIVER OF LIEN

7/15/14

Branco Job Number: 5637  
Lien Waiver Number: 49704  
Subcontract number: 5637

LABOR AND MATERIALS  
7/10/2014

State Of: MO

County Of: Newton

To All Whom it May Concern:

Whereas, the undersigned has received payment from Branco Enterprises, Inc. for labor and/or materials for the project known as:

SPR H.S. SOFTBALL FIELDS  
3710 S. JEFFERSON AVE.  
SPRINGFIELD, MO 65804

Now, therefore, the undersigned for and in consideration of the sum:

FIVE THOUSAND ONE HUNDRED EIGHTY FOUR AND 04/100 DOLLARS  
\$5,184.04

and other goods and valuable consideration, the receipt whereof is hereby acknowledged, does thereby waive and release all liens, and claim or right to lien, on said above described building and real estate under the statutes of the applicable state relating to Mechanics Liens or any other liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and or real estate. This is a PARTIAL LIEN WAIVER covering all labor and material heretofore furnished pursuant to the subcontract or purchase order agreement on the above described project.

MIRANDA J. OXENDINE  
Notary Public -- Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires Apr. 11, 2016  
Commission #12326520

Date: 7-14-14

Subscribed and sworn before me this 14th

day of July 2014

Notary Public: Miranda J. Oxendine

My commission expires: 4-11-16

By: [Signature]  
Title: President

HIGH POINT ENTERPRISES, LLC  
1468 CONKLIN RD

MARSHFIELD, MO 65106

COPY

NOTE: NO FUTURE PAYMENTS WILL BE MADE UNLESS THIS SIGNED AND NOTARIZED LIEN WAIVER HAS BEEN RETURNED TO THE OFFICES OF BRANCO ENTERPRISES, INC.





**DIVISION OF LABOR STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS

**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, Nicole Gunn, upon being duly sworn upon my oath state that: (1) I am the  
Treasurer of High Point Enterprises II; (2) all requirements of  
S.P. 11 Softball Fields

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on S.P. 11 Softball Fields;

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. 20 Section 039 issued by the Missouri Division of Labor Standards and applicable to this project located in Greene County, Missouri, and completed on the 31 day of May, 2014.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Nicole Gunn  
Signature

Subscribed and sworn to me this 4th day of June, 2014.  
My commission expires 10-21-2014.

DEBRA L. PEKAREK  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Webster County  
My Commission Expires Oct. 21, 2014  
Commission #10551036

Debra L. Pekarek  
Notary Public

Receipt by Authorized Public Representative



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR PAYROLL RECORDS**  
 (See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of  Contractor  Subcontractor  
**HIGH POINT ENTERPRISES II**  
 Name of Public Body  
**S.P.R. SOFTBALL FIELDS**  
 Address of Contractor or Subcontractor: 1468 CONKLIN RD  
 City: MARSHFIELD State: MO ZIP: 65706 Phone Number: (417) 209-0234  
 Address of Public Body: 3710 S. JEFFERSON AVE/2727 S. INGRAM MILL RD  
 City: SPRINGFIELD State: MO ZIP: 65804 Phone Number: ( ) -

1. Name and Address of Employee	2. Occupational Title ***	AWO	3. Day and Date							4. Total Hours	5. Hourly Rate + Cash Pringe	6. Gross Amt	7. Deductions	8. Net Wages Paid for Week			
			For Week Ending	S	M	T	W	TH	F						S		
			05 / 31 / 2014	25	26	27	28	29	30						31		
TONY B. THORNTON 4775 N. FR 205 Spartan, MO 6575	Bricklay/Stone Mason		DT														
			ST	0.00	6.50	6.00	3.50	0.00	0.00	0.00	16.00	46.88	750.08	39.78	54.00	269.92	0.00
MICHAEL S. VANSKIKE 856 Shady Rapids Rd Walnut Shade, MO 65771	Laborer-General		OT														
			ST	0.00	6.50	6.00	2.50	0.00	0.00	0.00	15.00	35.74	536.10	29.84	34.00	160.35	15.00
JUSTIN BRELL RT 1 Box 55D Mountain Grove, MO 65711	Laborer-General		OT														
			ST	0.00	6.00	6.00	0.00	0.00	0.00	0.00	12.00	33.74	404.88	22.04	32.00	128.28	12.00
CLINTON CLAVENGER 204 Juleland LN Niangua, MO 65713	Bricklay/Stone Mason		OT														
			ST	0.00	6.00	5.00	0.00	0.00	0.00	0.00	11.00	42.63	468.93	23.76	21.00	182.05	0.00

\*\*\* If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. \*\*\*

**FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS**

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Apprentice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If "Other/Deduction" or Fringes, please explain. (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)
TONY B. THORNTON	14.38	0.00	0.00	0.00	0.00	2.49	0.00	\$16.87	C- LOCAL UNION DUES	International Fringe Benefit Fund M&I Trust Company
CLINTON CLEVENGER	14.38	0.00	0.00	0.00	0.00	2.17		\$16.55	C- LOCAL UNION DUES	International Fringe Benefit Fund M&I Trust Company
MICHAEL S. VANSKIKE	6.70	3.05	1.00	0.00	0.37	0.95	0.05	\$12.12	C-LOCAL UNION DUES D-SUBSTANCE ABUSE PROGRAM	CONSTRUCTON INDUUDSTRY LABORERS
JUSTIN BRILL	6.70	3.05	1.00	0.00	0.37	0.95	0.05	\$12.12	C-LOCAL UNION DUES D-SUBSTANCE ABUSE PROGRAM	CONSTRUCTON INDUUDSTRY LABORERS

Date: 06/06/2014

I, JOSH GANN

(Name of Signatory Party),

OWNER

(Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HIGH POINT ENTERPRISES II

(Contractor or Subcontractor) on the

SPR H.S. SOFTBALL FIELDS (Building or Work), that during the payroll period commencing seven (7) days prior to the week ending date of 05/31/2014 all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of HIGH POINT ENTERPRISES II (Contractor or Subcontractor), from the full weekly wages earned by any person and that no deductions have been made

either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Name and Title  
JOSH GANN OWNER

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.



**DIVISION OF LABOR STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR PAYROLL RECORDS**  
 (See Sections 296.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of Contractor  Subcontractor  
 HIGH POINT ENTERPRISES II  
 Name of Public Body  
 S.P.R. SOFTBALL FIELDS  
 Address of Contractor or Subcontractor: 1468 CONKLIN RD  
 City: MARSHFIELD State: MO ZIP: 65706 Phone Number: (417) 209-0254  
 Address of Public Body: 3710 S. JEFFERSON AVE/2727 S. INGRAM MILL RD  
 City: SPRINGFIELD State: MO ZIP: 65804 Phone Number: ( ) -  
 Project and Location  
 S.P.R. SOFTBALL FIELDS/SPRINGFIELD, MO  
 Project or Contract No.  
 5637

1. Name and Address of Employee	2. Occupational Title	3. Day and Date							4. Total Hours	5. Hourly Rate + Cash Fringe	6. Gross Amt Project Week	7. Deductions			8. Net Wages Paid for Week			
		S	M	T	W	TH	F	S				FICA and Medicare	Federal and State Withholding Tax	Union Other A		Union Other B	Total Deductions	
		18	19	20	21	22	23	24										
TONY B. THORNTON 4775 N. FR 205 Stratford, MO 6575	Bricklayer/Stone Mason	DT								961.04								
		OT																
MICHAEL S. VANSKIKE 856 Shady Rapids Rd Walnut Shade, MO 65771	Laborer-General	DT								714.80								
		OT																
JUSTIN BRILL RT 1 Box 55D Mountain Grove, MO 65711	Laborer-General	DT								674.80								
		OT																
CLINTON CLEVENGER 204 Juleland LN Nhaugua, MO 65713	Bricklayer/Stone Mason	DT								809.97								
		OT																
		ST	0.00	6.50	8.00	4.50	0.00	0.00	0.00	19.00	42.63	41.05	57.00	314.45	0.00	412.50	397.47	
		DT																
		OT																
		ST																
		DT																
		OT																
		ST																

\*\*\* If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. \*\*\*

**FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS**

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Apprentice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If "Other/Deduction" or Fringes, please explain. (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)
TONY B. THORNTON	14.38	0.00	0.00	0.00	0.00	2.49	0.00	\$16.87	C- LOCAL UNION DUES	International Fringe Benefit Fund M&I Trust Company
CLINTON CLEVENGER	14.38	0.00	0.00	0.00	0.00	2.17		\$16.55	C- LOCAL UNION DUES	International Fringe Benefit Fund M&I Trust Company
MICHAEL S. VANSKIKE	6.70	3.05	1.00	0.00	0.37	0.95	0.05	\$12.12	C-LOCAL UNION DUES D-SUBSTANCE ABUSE PROGRAM	CONSTRUCTION INDUSTRY LABORERS
JUSTIN BRILL	6.70	3.05	1.00	0.00	0.37	0.95	0.05	\$12.12	C-LOCAL UNION DUES D-SUBSTANCE ABUSE PROGRAM	CONSTRUCTION INDUSTRY LABORERS

Date: 05/30/2014

I, JOSH GANN

(Name of Signatory Party), OWNER


(Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by SPR H.S. SOFTBALL FIELDS (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of 05/24/2014 (Contractor or Subcontractor) on the

HIGH POINT ENTERPRISES II (Contractor or Subcontractor), from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Name and Title JOSH GANN OWNER	Signature 
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 576.090, 575.050, and 575.060, RSMo.	

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.