



STATE OF MISSOURI  
DEPARTMENT OF REVENUE  
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: **RFPSDOR220036** REQ NO.:

TITLE: Location License Office **Joplin License Office** BUYER: **Tara Ronimous**

ISSUE DATE: **12/08/2022** PHONE NO.: **(573) 751-2145**

EMAIL: **Tara.Ronimous@dor.mo.gov**

RETURN PROPOSAL NO LATER THAN: **12/21/2022** AT 2:00 PM CENTRAL TIME (END DATE)

RFP RESPONSE MUST BE SUBMITTED ELECTRONICALLY THROUGH MissouriBUYS. <https://missouribuys.mo.gov/>  
MAILED, COURIER, OR HAND-DELIVERED RFP RESPONSE WILL NOT BE ACCEPTED.

CONTRACT PERIOD: Effective Date of Contract through five (5) years.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

<b>DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO:</b>  <b>Joplin, MO</b>	<b>DELIVER SERVICES FOR:</b> Department of Revenue P.O. Box 311 Jefferson City, MO 65105
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The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 11/09/2022.) The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Department of Revenue or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

**SIGNATURE REQUIRED**

<b>VENDOR NAME</b> CM BARKER LLC	<b>MissouriBUYS System ID (See vendor profile – main information screen)</b> 130936
<b>MAILING ADDRESS</b> 3350 NE RALPH POWELL RD	
<b>CITY, STATE, ZIP CODE</b> LEES SUMMIT, MO 64064	

<b>CONTACT PERSON</b> MORGAN BARKER	<b>EMAIL ADDRESS</b> CMBARKERLLC@GMAIL.COM
<b>PHONE NUMBER</b> 4176611233	<b>FAX NUMBER</b> 816-203-8884
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b>	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax Exempt	
<b>AUTHORIZED SIGNATURE</b> 	<b>DATE</b> 12/15/2022
<b>PRINTED NAME</b> MORGAN BARKER	<b>TITLE</b> MANAGING MEMBER

**EXHIBIT A**

**Personnel, Method of Performance, Experience, and Training**

**SECTION A: PERSONNEL RETENTION**

The intention of this section is to determine what vendors will commit to pay as a minimum hourly wage for all personnel that will review documentation or process license office transactions as well as what amount of training will be provided to new employees processing motor vehicle or driver licensing transactions.

Additional pay increases may be given beyond what is proposed as a minimum hourly wage below. Points will be awarded as stated in Attachment 6 of the RFP for the responses made below.

**A-1: Minimum Hourly Wage**

Indicate the minimum hourly wage, excluding any benefits or bonuses, you commit to for all personnel that will review documentation or process license office transactions. If any personnel will be paid an annual salary, factor the number of hours they will work and break the annual salary amount out to an hourly wage. Additional pay increases may be given beyond what is proposed below. Points will be awarded as stated in Attachment 6 of the RFP.

Hourly salary: \$ 18.00

**A-2: Training – New Employees**

Indicate the minimum number of hours every new employee will Job Shadow and/or Reverse Job Shadow (as those terms are defined in Attachment 3) experienced employees processing motor vehicle and/or driver's license transactions within the first six (6) months of employment. If the vendor selects zero (0) hours, every new employee will still be required to complete the mandatory training in Section 2.3.6.

- 120 hours
- 80 hours
- 40 hours
- 0 hours

**A-3: Training – Contract License Office Manager**

Indicate the minimum number of hours the Contract License Office Manager will train on all aspects of managing a license office with an experienced manager of a License Office, Field Coordinator, or as otherwise approved by the state agency within the first ninety (90) days of employment. If the vendor selects zero (0) hours, the Contract License Office Manager will still be required to complete the mandatory training in Section 2.3.6. If the Contract License Office Manager's experience cannot be validated, no points will be awarded for this section.

- Contract License Office Manager has one (1) or more years of experience as a manager of a License Office within the last (5) years.
- 120 hours
- 80 hours
- 40 hours
- 0 hours

**EXHIBIT A (Continued)****SECTION B: CUSTOMER SERVICE INITIATIVES AND VENDOR EXPERIENCE**

License offices act as the face of state government and as such should strive to provide exceptional customer service, by not only providing prompt, accurate, and friendly service, but also by ensuring the office is maintained in a professional and clean manner. In addition, personnel should present themselves in a professional and courteous manner the same as one would expect when entering any professional place of business. The following sections provide the vendor an opportunity to propose items that will help ensure exceptional customer service to the citizens of Missouri.

**B-1: Public Restroom**

Indicate the amenities offered by the office:

- ADAAA compliant restroom located within the license office that will be available to the public upon request, cleaned on a daily basis, and functioning with little to no closure during regular business hours.
- A non-ADAAA compliant restroom located within the license office that will be available to the public upon request, cleaned on a daily basis, and functioning with little to no closure during regular business hours.
- Access to an ADAAA compliant restroom located within the facility, such as an office building or strip mall, that is not the responsibility of the License Office and is no more than 500 feet from door to door.
- Access to a restroom within the facility, such as an office building or strip mall, that is not the responsibility of the License Office and is no more than 500 feet from door to door.
- No restroom will be available.

**B-2: Wait Times**

Indicate which one of the following the vendor will maintain each day:

- Contractor will maintain a wait time of 15 minutes or less in both motor vehicle and driver license.
- Contractor will maintain a wait time of 30 minutes or less in both motor vehicle and driver license.

**B-3: Pre-Screener**

Indicate which one of the following additional services will be provided to customers to reduce wait times. See Section 2.8.3 for pre-screener requirements. The pre-screener will be assisting customers in the license office for:

- 75 % or more of all office hours each month
- 50% or more of all office hours each month
- 25% or more of all office hours each month
- Vendor does not commit to providing pre-screener services

**EXHIBIT A (Continued)**

**B-4: Assistance to customers**

Indicate the services or accommodations provided to customers on a daily basis (in addition to the requirements specified in Section 2.8.4)

- Monitor(s) that are a minimum of 32" and will at a minimum display what customers must submit to complete transactions.
- Take a number system (may be manual or electronic) for customers as they enter the office, that is used on a daily basis, even when the office is not busy.

**B-5: Assistance to customers - Contract License Office Manager's Presence in a License Office**

Vendor should select one of the following to indicate the minimum number of hours each week the Contract License Office Manager, as defined in Attachment 3, will be on-site in this license office during operating hours.

- The vendor proposes that the Contract License Office Manager named below will be present in the license office during all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present at least 75% of all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present at least 50% of all required operating hours per week.
- The vendor proposes that the Contract License Office Manager named below will be present less than 50% of all required operating hours per week.

**B-6 Contract License Office Manager Experience**

The state agency may verify the license office experience information for the Contract License Office Manager the vendor claims below based on the state agency's records at the time of evaluation. However, if the vendor fails to claim some or all of their Contract License Office Manager's experience, the vendor will not receive points for such. The vendor's Contract License Office Manager's experience will be scored using the definitions included on Attachment 6.

**B-6A Contract License Office Manager**

Identify the name and contact information of the Contract License Office Manager, as defined in Attachment 3. (Exhibit E, Section B must be completed for the Contract License Office Manager). Once an individual is named as a Contract License Office Manager of an awarded contract, they cannot be named as a Contract License Office Manager in any other awarded contracts, or in any further bid proposals, while remaining in the capacity of a Contract License Office Manager, unless it is for the rebid of the license office in which the current Contract License Officer Manager manages. An exception may be made based on the required operating hours listed on Attachment 1 for each location proposed or under contract, and the percent of hours identified on Exhibit A Section B-6 of the RFP, or the corresponding documentation of an awarded contract to determine the allocation of hours worked by the Contract License Office Manager. Specific contact information of individual as required by Section 2.3.1 g

Contract License Office Manager Name <b>MORGAN BARKER</b>
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Email Address <b>CMBARKERLLC@GMAIL.COM</b>
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Phone Number <b>4176611233</b>
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**EXHIBIT A (Continued)**

**B-6B Contract License Office Manager Experience – Inventory Control**

Identify the Contract License Office Manager’s experience monitoring and maintaining inventory controls.

1) Has the Contract License Office Manager been assessed charges for missing inventory during the last two (2) years in their capacity as an owner, officer, contract manager, or office manager of another license office?

- Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount equal to or greater than one-hundred (100) dollars.
- Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount less than one-hundred (100) dollars but equal to or greater than fifty (50) dollars.
- Yes** Contract License Office Manager has been assessed inventory charges in the last two (2) years in a total amount less than fifty (50) dollars.
- No** Contract License Office Manager has not been assessed any inventory charges in the last two (2) years.
- N/A** Contract License Office Manager has no prior License Office experience.

2) Has the Contract License Office Manager been assessed shipping costs for placing more than two inventory orders in a month?

- Yes**
- No**
- N/A** Contract License Office Manager has no prior License Office experience.

3) Vendor should select the one that best describes the Contract License Office Manager inventory experience. The Contract License Office Manager:

- Has worked directly in a license office in a management role responsible for stocking, monitoring, and ordering inventory for the license office for at least five (5) out of the previous ten (10) years.
- Has worked in a retail or consumer-driven business for at least the last ten (10) years with responsibility for stocking and monitoring inventory, and for utilizing and understanding the importance of inventory controls, but has never been responsible for ordering inventory.
- Has worked in a retail or consumer-driven business for at least the last five (5) years and understands the importance of maintaining adequate inventory levels, but has never been responsible for stocking, monitoring, or ordering inventory.
- Contract License Office Manager has no prior inventory experience.

**EXHIBIT A (Continued)**

**B-6C: Experience - Contract License Office Manager's - Customer Service Experience**

Identify the Contract License Office Manager's experience in a customer service position.

- The Contract License Office Manager has been in a customer service position for all of the last 15 years.
- The Contract License Office Manager has worked at least ten (10) years over the last 15 years in a customer service position.
- The Contract License Office Manager has worked at least six (6) years over the last 15 years in a customer service position.
- The Contract License Office Manager has less than six (6) years of experience over the last 15 years in a customer service position.

**B-6D: Experience - Contract License Office Manager's - Transaction Processing**

1) Identify the Contract License Office Manager's past years of experience performing motor vehicle and driver license transaction processing.

- More than 10 years of experience.
- Over five years up to 10 years of experience.
- Over three years up to five years of experience.
- Over one year up to three years of experience.
- One year or less of experience.

2) Identify the Contract License Office Manager's experience processing transactions on state agency specific equipment identified in the RFP:

a) In the last five (5) years the Contract License Office Manager has processed at least:

- 1,000 or more Driver License Transactions
- 500-999 Driver License Transactions
- Less than 500 Driver License Transactions
- Never worked in a License Office or never processed Driver License Transactions.

b) In the last five (5) years the Contract License Office Manager has processed at least:

- 1,000 or more Motor Vehicle Transactions
- 500-999 Motor Vehicle Transactions
- Less than 500 Motor Vehicle Transactions
- Never worked in a License Office or never processed Motor Vehicle Transactions

If applicable, were 50% or more of the motor vehicle transactions indicated a transaction type other than a motor vehicle renewal?

- Yes
- No

**EXHIBIT A (Continued)**

**B-6D: Experience - Contract License Office Manager's - Transaction Processing - Continued**

3) In addition, the Contract License Office Manager has:

- Worked in a profession over the past ten (10) years with three (3) or more of the following computer programs: (1) Windows 7 or above; (2) Microsoft Office, including Excel, Outlook, and Word; (3) SharePoint; (4) Internet Explorer, Microsoft Edge, or Google Chrome; (5) WebEx; and (6) Adobe Acrobat Reader or better.
- Worked in a profession over the past five (5) years with three (3) or more of the following computer programs: (1) Windows 7 or above; (2) Microsoft Office, including Excel, Outlook, and Word; (3) SharePoint; (4) Internet Explorer, Microsoft Edge, or Google Chrome; (5) WebEx; and (6) Adobe Acrobat Reader or better.
- Not met either of the computer experience qualifications identified above.

**SECTION C: Miscellaneous Items**

**C-1 Select the following items that the vendor commits to having in their license office.**

- Yes       No      A private working area for a State of Missouri staff member as described in Section 2.8.5 a. of the RFP.
- Yes       No      Will provide a separate, non-published phone number for state agency use.
- Yes       No      Installed security system will allow the state agency's Central Office access to view the security system cameras via the Internet at any time, without requesting permission. (The state agency will access on an as needed basis to address real time customer concerns as well as fraud review)

**C-2 Panic Buttons - Which of the following alarm-monitored panic buttons will the vendor's license office have:**

- Yes       No      Will install at least one (1) concealed, alarm-monitored panic button under the customer service counter(s)/desk(s).
- Yes       No      Will install a concealed, alarm-monitored panic button under the customer service counters/desks between every two (2) workstations. (Credit will not be given if there are not at least three workstations in Attachment 1)

**EXHIBIT A (Continued)**

**SECTION D: Entity Type and Vendor Ownership, Officers, and Contract Management Information**

The vendor is required to name all members, partners, officers, individuals, and entities with an ownership interest in the vendor's entity in the box below.

For all vendor's officer(s), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer. If additional space is needed attach supplemental documentation:

**D-1 Entity Type**

1) Identify the vendor's type of entity:

- General and Business Corporations
- Limited Liability Company (LLC)
- Nonprofit Corporation, Religious organization, and Charitable Organization
- Partnership
- Political Subdivision
- Sole Proprietor
- Other (describe): \_\_\_\_\_

2) Is a copy of the vendor's legal and binding operating agreement, partnership agreement, bylaws, or other similar such business document included? Failure to provide the information may result in the vendor's proposed bid not being scored or given consideration.

- A copy of the document is attached.
- I am a sole proprietor or political subdivision, and as such, no documentation is required.



**EXHIBIT A (Continued)**

**D-2 Ownership of the Entity submitting this proposal.**

Identify the names of all members, partners, officers, individuals, and entities with an ownership interest in the entity submitting this RFP proposal, and their respective ownership interests. If additional space is needed attach supplemental documentation.

If the entity as named in the vendor's bid proposal is owned in whole or any part by another entity, vendor must provide the state agency with the legal and binding operating agreement, partnership agreement, bylaws, or other similar document of each ownership-interest holding entity indicating all members, partners, officers, individuals, or entities with an ownership interest, including their respective ownership interests in the entity that has an ownership interest in the entity that has been named in the vendor's bid proposal.

Failure to provide the information specified will result in the vendor's proposed bid being deemed unresponsive and will not be scored or given consideration

Ownership Interest and/or Percentage	Name of Member, Partner, Officer, Individual or Entity with an Ownership Interest
51%	MORGAN M BARKER
49%	PAUL R SCHMIDT SR

**D-3 Officer(s)**

Identify the name(s) of all vendor's officer(s) (as defined in Attachment 3), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer. If additional space is needed attach supplemental documentation.

For all vendor's officer(s), and any officer(s) of any entity holding an interest in the vendor, Exhibit E, Section B must be completed for each officer listed here. If additional space is needed attach supplemental documentation:

Officer Name MORGAN M BARKER
Officer Name
Officer Name

Officer Name PAUL R SCHMIDT SR
Officer Name
Officer Name

**EXHIBIT A (Continued)**

**D-4 Prior History**

1.) Respond yes or no to the following questions surrounding the vendor’s officers and Contract License Office Manager and their work history with current and prior business entities.

Yes       No      Has an officer, owner or the Contract License Office Manager, or any entity an officer or the Contract License Office Manager is or has been an owner or officer of, had a judgment rendered against them in a discrimination-related lawsuit?

Answering yes to this question shall preclude the vendor from consideration of award of the contract.

Yes       No      Has an officer, owner or the Contract License Office Manager had any state or federal felony conviction, guilty plea, or adjudication for fraud, embezzlement, forgery, identify theft, stealing, tax evasion, or other criminal acts involving dishonesty?

Answering yes to this question shall preclude the vendor from consideration of award of the contract.

2.) If either of the questions below are responded to in the affirmative, only a maximum total of 14 points shall be deducted from the vendor’s overall point score. See Section 4.6.4 for additional qualifications.

Yes       No      Has the vendor been awarded a state contract to operate a license office and been previously suspended by the Office of Administration Division of Purchasing or Department of Revenue, since August 1, 2022, or has the vendor had a contract to operate a license office that has been cancelled for breach or terminated for breach, since August 1, 2022?

Yes       No      Has any officer or the Contract License Office Manager of the vendor been an owner or an officer of an entity that operated a state license office that was previously suspended by the Office of Administration Division of Purchasing, or Department of Revenue, since August 1, 2022 or whose contract to operate a license office has been cancelled for breach or terminated for breach, since August 1, 2022?

The officer or the Contract License Office Manager must have been an owner, officer, or Contract License Office Manager (as the terms “officer” and “Contract License Office Manager” were defined in the RFPs resulting in the contract award) at the time that the entity was suspended, or the contract was cancelled for breach or terminated for breach, since August 1, 2022.

**EXHIBIT B**  
**Vendor Status**

Select the appropriate status and complete the information accordingly.

<input checked="" type="checkbox"/> This Exhibit <b>DOES NOT APPLY.</b>	No additional information is provided since the vendor's status does not qualify in any of the areas listed below.
<input type="checkbox"/> The vendor is a <b>POLITICAL SUBDIVISION</b> of Missouri.	The vendor must submit one of the following in order to receive credit as a Political Subdivision: <ul style="list-style-type: none"> <li>• Documentation issued by the vendor's governing body authorizing the submission of the proposal by the vendor; or</li> <li>• Meeting minutes from the vendor's governing body authorizing the submission of the proposal by the vendor.</li> </ul>
<input type="checkbox"/> The vendor is an <b>IRS TAX EXEMPT ENTITY - Tax Exempt entities are encouraged to review <u>IRS Publication 598, Tax on Unrelated Business Income of Exempt Organizations, Chapter 3 Unrelated Trade or Business.</u></b>	In order to receive credit as an IRS Tax Exempt Entity, the vendor must either (1) be listed on the Internal Revenue Service (IRS) website confirming the vendor's status as an IRS Tax Exempt Entity as specified below, or (2) submit the Required Documentation specified below: <p><b>1. IRS Website:</b></p> <ul style="list-style-type: none"> <li>• The vendor is listed on the following IRS website confirming the vendor's status as an IRS Tax Exempt Entity: <u>irs.gov/Charities-&amp;Non-Profits/Exempt-Organizations- Business-Master-File-Extract-EO-BMF</u></li> <li>• If the vendor is exempt from taxation under <u>Section 501(c)(4)</u>, the vendor must also complete and submit a notarized Non Action Organization Certification (<u>Form 5638</u>) that certifies the vendor is not a civic organization that would be considered an action organization under <u>26 C.F.R. Section 1.501(c)(3)-1(c)(3)</u>.</li> </ul> <p align="center"><b>OR</b></p> <p><b>2. Required Documentation:</b></p> <ul style="list-style-type: none"> <li>• A letter issued to the vendor by the Internal Revenue Service (IRS), citing the vendor's organization as being exempt from taxation under <u>Section 501(c)(3) or 501(c)(6), or 501(c)(4), except those civic organizations that would be considered action organizations under 26 C.F.R. Section 1.501(c)(3)-1(c)(3)</u>, of the Internal Revenue Code of 1986, as amended; AND</li> <li>• A copy of the vendor's most recent annual Federal Tax filing (990 series or comparable annual filing if required for the previous year); AND</li> <li>• If the vendor is exempt from taxation under <u>Section 501(c)(4)</u>, the vendor must also complete and submit a notarized Form 5638 that certifies the vendor is not a civic organization that would be considered an action organization under <u>26 C.F.R. Section 1.501(c)(3)-1(c)(3)</u>.</li> </ul> <p><b>3. Reinvestment of Net Proceeds:</b> Select "Yes" or "No" below. Failure to respond will be considered a "No" response.</p> <p>Does the vendor/IRS Tax Exempt Entity propose to reinvest a minimum of 75% of the license office's net proceeds in charitable organizations in Missouri by December 31 each calendar year?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the vendor shall be required if requested by the state agency or other authorized representatives of the State of Missouri, to allow for the inspection of the contractor's documents and records relating to the 75% reinvestment of net proceeds, and all documents and records concerning their calculation of net proceeds, which shall include their gross receipts, profit, costs, and all other financial information.</p>

**EXHIBIT C****Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference**

This Exhibit **DOES NOT APPLY** or  This Exhibit **DOES APPLY** and is completed.

Pursuant to **Section 34.074, RSMo.** and **1 CSR 40-1.050**, the State of Missouri has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in **Section 34.074, RSMo.**)

**STANDARDS:**

The following standards shall be used by the State of Missouri in determining whether an individual, business, or organization qualifies as a SDVE. Confirm that each of the following applies to the vendor by selecting all that apply.:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If the vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the Office of Administration, Division of Purchasing, the vendor **must** provide the following SDV documents to receive the Missouri SDVE three-point bonus preference:

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty);
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- A completed copy of this Exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of **Section 610.021, RSMo.**)

**EXHIBIT C (Continued)**

**Missouri Service-Disabled Veteran Business Enterprise Preference Continued**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in Section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

Service-Disable Veteran's Name	Service-Disabled Veteran Business Enterprise Name
Service-Disable Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	Email Address

The SDVE vendor should check the appropriate statement below and, if applicable, provide the requested information.

No, I have not previously submitted the SDV documents specified herein to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV's documents.

Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the Office of Administration, Division of Purchasing.

Date SDV documents were submitted:

Previous Proposal/Contract Number for which the SDV documents were submitted: (if applicable and known)

(NOTE: If the SDVE and SDV are listed on the Office of Administration, Division of Purchasing SDVE database located at <https://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the Division of Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the Office of Administration, Division of Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV documents Verification Completed By:

Date

**EXHIBIT D**

**Business Entity Certification, Enrollment Documentation and Affidavit Of Work Authorization**

**BUSINESS ENTITY CERTIFICATION**

The vendor must certify their current business status by completing either Section A, Section B, or Section C on this Exhibit.

**Section A** - To be completed by a non-business entity as defined below.

**Section B** - To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

**Section C** - To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in Section 285.525, RSMo, pertaining to Section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of Section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Section C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**SECTION A: CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ DOES NOT CURRENTLY MEET the definition  
(Company/Individual Name)

of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo as stated above, because:  
(check the applicable business status that applies below)

I am a self-employed individual with no employees; OR

The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of Section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_  
(Company/Individual Name)

is awarded a contract for the services requested herein under \_\_\_\_\_ and if the  
(Company/Individual Name)

business status changes during the life of the contract to become a business entity as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo then, prior to the performance of any services as a business entity,

\_\_\_\_\_ agrees to complete Section B, comply with the requirements  
(Company/Individual Name)

stated in Section B and provide the Department of Revenue with all documentation required in Section B of this exhibit.

Authorized Representative's Name

Authorized Representative's Signature **Click here for signature information**

Company Name (if applicable)

Date

**EXHIBIT D (Continued)**

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Section B, do not complete Section C.)

**SECTION B – CURRENT BUSINESS ENTITY STATUS**

I certify that CM BARKER LLC MEETS the definition of a business entity as  
 (Business Entity Name)  
 defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo.

Authorized Business Entity Representative's Name  
**MORGAN MAUREEN BARKER**

Authorized Business Entity  
**CM BARKER LLC**

Representative's Signature *Morgan Maureen Barker*

Business Entity Name  
**CM BARKER LLC**

Date  
**12/15/2022**

Email Address  
**CMBARKERLLC@GMAIL.COM**

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**AFFIDAVIT OF WORK AUTHORIZATION**

The vendor who meets the Section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Please have Exhibit D – Section B Affidavit of Work Authorization properly notarized and submit as an attachment to your submitted proposal. Please name the attachment (“Vendor Name” Notarized Affidavit of Work Authorization)

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being  
(Name of Business Entity Authorized Representative) (Position/Title)

duly sworn on my oath, affirm CM BARKER LLC is enrolled and will continue to  
(Business Entity Name)

participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of Section 285.530, RSMo. I also affirm that CM BARKER LLC

(Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.)

**Click here for signature information**

Authorized Representative’s Signature

Typed Name

Title

Date

E-Verify Company ID Number

Email Address

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ I am commissioned as a  
(Day) (Month, Year)

notary public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my  
(Name of County) (Name of State)

commission expires on \_\_\_\_\_  
(Date)

Signature of Notary

Date



**EXHIBIT D (Continued)**

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Section C, do not complete Section B.)

**SECTION C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that RFPSDOR220036 Joplin License Office Tara Ronimus MEETS the definition of a business entity as defined in 12/08/2022 Section 285.525, RSMo pertaining to Section 285.530, RSMo and has (572) 751-2145 and currently participates in the E-Verify federal work authorization program with respect to the employee Tara Ronimus@dot.mo.gov who are proposed to work in connection 12/11/2022 with contract(s) related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- \* The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor's and the Department of Homeland Security – Verification Division.
- \* A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University\* to Which Previous E-Verify Documentation Submitted  
Joplin, MO

(\*Public University includes the following five schools under Chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted (if known)

GM BARKER LLC  
Authorized Business Entity Representative's Name  
3350 NE RALPH POWELL RD

130936  
Authorized Business Entity Representative's Signature  
Morgan M. Barker

LEES SUMMIT, MO 64064

Date

MORGAN BARKER  
E-Verify MOU Company ID Number  
4176611233

Email Address  
GMBARKERLLC@GMAIL.COM  
816-203-8884

Click here for signature information Missouri Use Only

Documentation Verification Completed By:  
MORGAN BARKER  
Buyer

12/15/2022  
MANAGING MEMBER  
Date

**EXHIBIT F**  
**Anti-Discrimination Against Israel Act Certification**

**Statutory Requirement**

**Section 34.600, RSMo**, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions**

The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

**Section 34.600, RSMo**, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A

company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification**

The vendor must therefore certify their current status by completing either Section A, Section B, or Section C on the next page of this Exhibit.

**SECTION A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

**SECTION B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.

**SECTION C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.

**EXHIBIT F Continued**

Complete the Section that applies below.

**SECTION A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ currently **DOES NOT MEET**  
(Entity Name)

the definition of a company as defined in **Section 34.600, RSMo**, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in **Section 34.600, RSMo**, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Section C to the Department of Revenue at that time.

ck here for signature informati

Authorized Representative’s Name

Authorized Representative’s Signature

Entity Name

Date

**SECTION B –COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that **CM BARKER LLC** **MEETS** the definition of a  
(Entity Name)

company as defined in **Section 34.600, RSMo**, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Section C to the Department of Revenue at that time.

ck here for signature informati

Authorized Representative’s Name  
**MORGAN M BARKER**

Authorized Representative’s Signature  
*Morgan M Barker*

Company Name  
**CM BARKER LLC**

Date  
**12/17/2022**

**SECTION C –COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ **MEETS** the definition of  
(Company Name)

a company as defined in **Section 34.600, RSMo**, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in **Section 34.600, RSMo**. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in **Section 34.600, RSMo**, for the duration of the contract.

ck here for signature informati

Authorized Representative’s Name

Authorized Representative’s Signature

Company Name

Date

Double-check your work! Ensure all required forms and fields have been completed.

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

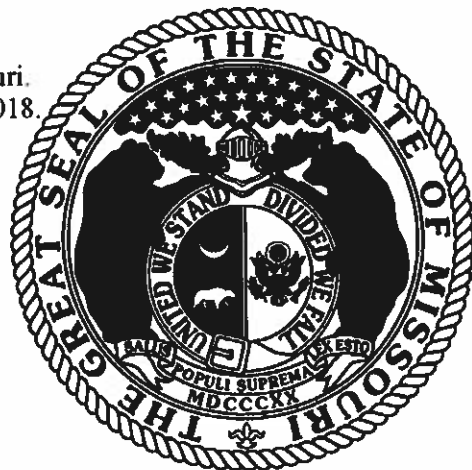
*CM Barker, L.L.C.*  
*LC001610348*

filed its Articles of Organization with this office on the 20th day of September, 2018, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 20th day of September, 2018, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this 20th day of September, 2018.

  
Secretary of State



**OPERATING AGREEMENT**  
**OF**

**CM BARKER, L.L.C.**

**THIS OPERATING AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of April, 2021, by and among Morgan Barker and Paul Schmidt, Sr.**

**WITNESSETH:**

**WHEREAS, Morgan Barker and Paul Schmidt, Sr. have caused CM Barker, L.L.C. (the "Company") to be formed as a limited liability company under the Missouri Limited Liability Company Act (the "Act") and as required thereunder, the parties hereto do hereby adopt this Agreement as the Operating Agreement of the Company.**

**NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:**

**ARTICLE I**  
**DEFINITIONS**

**1.1 Terms Defined Herein. As used herein, the following terms shall have the following meanings, unless the context otherwise specifies:**

**"Act" means the Missouri Limited Liability Company Act, as amended from time to time.**

**"Administrator" shall mean the Person appointed, from time to time, pursuant to Section 5.1 hereof.**

**"Agreement" means the Operating Agreement of CM Barker, L.L.C., as amended from time to time.**

**"Articles" means the Articles of Organization of the Company filed with the Missouri Secretary of State, as amended from time to time.**

**"Available Cash" means the aggregate amount of cash on hand or in bank, money market or similar accounts of the Company as of the end of each fiscal quarter derived from any source (other than Capital Contributions and Liquidation Proceeds) that the Members determine is available for distribution to the members after taking into account any amount required or appropriate to maintain a reasonable amount of Reserves.**

**"Bankruptcy", with respect to any Person, means the entry of an order for relief against**

such Person under the Federal Bankruptcy Code or the insolvency of such Person under any state insolvency act.

"Capital Account" means the separate account established and maintained for each Member by the Company pursuant to Section 3.3.

"Capital Contribution" means with respect to a Member the total amount of cash and the agreed upon net Fair Value of property contributed by such Member (or his predecessor in interest) to the capital of the Company for his Interest.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or the corresponding provisions of future laws.

"Company" means CM Barker, L.L.C., a Missouri limited liability company.

"Credits" means all tax credits allowed by the Code with respect to activities of the Company or the Property.

"Defaulting Member" has the meaning set forth in Section 3.2(b) below.

"Distributions" means any distributions by the Company to the Members of Available Cash or Liquidation Proceeds or other amounts.

"Fair Value" of an asset means its fair market value.

"Initial Capital Contributions" means the Capital Contributions made by the Members pursuant to Section 3.1 hereof.

"Interest" refers to all of a Member's rights and interests in the Company in his capacity as a Member, all as provided in the Articles, this Agreement and the Act, including, without limitation, the Member's interest in the total capital, profits and losses of the Company.

"Liquidation Proceeds" means all Property at the time of liquidation of the Company and all proceeds thereof.

"Majority in Interest" means any group of Members holding an aggregate of more than fifty percent (50%) of the Percentage Interests held by all Members.

"Members" means each Person executing this Agreement and each person who is subsequently admitted to the Company as a member pursuant to Section 7.5 hereof.

"Percentage Interest" with respect to a Member, means such Member's percentage interest in the Company including such Member's percentage of the net income, gain, loss, deduction and credits of the Company. The percentage interest of each Member, prior to any adjustments thereto required by the provisions of this Agreement, shall be as set forth on Schedule A attached hereto as follows:

"Person" means any individual, partnership, limited liability company, corporation, cooperative, trust or other entity.

"Prime Rate" means the annual rate of interest reported from time to time in The Wall Street Journal as the base rate on corporate loans at large money center commercial banks.

"Property" means all properties and assets that the Company may own or otherwise have an interest in from time to time.

"Reserves" means amounts set aside from time to time by the Members pursuant to Section 4.9 below.

"Revaluation" shall mean the occurrence of any event described in clause (x), (y) or (z) of Section 3.3 hereof in which the book basis of Property is adjusted to its Fair Value.

"Substitute Member" shall have the meaning set forth in Section 7.3 below.

"Super-Majority in Interest" means any group of members holding an aggregate of more than eighty percent (80%) of the Percentage Interests held by all Members.

"Transfer" means (i) when used as a verb, to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise or otherwise dispose of or encumber, and (ii) when used as a noun, the nouns corresponding to such verbs, in either case voluntarily or involuntarily, by operation of law or otherwise.

"Transferee" shall have the meaning set forth in Section 7.2 below.

"Treasury Regulations" means the regulations promulgated by the Treasury Department with respect to the Code, as such regulations are amended from time to time, or the corresponding provisions of future regulations.

## **1.2 Other Definitional Provisions.**

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, shall have the respective meanings given to them under generally accepted accounting principles.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

**ARTICLE II**  
**BUSINESS PURPOSES AND OFFICES**

2.1 **Name: Business Purpose.** The name and business purpose of the Company shall be as stated in the Articles. The Company is formed only for such business purpose and shall not be deemed to create any agreement among the Members with respect to any other activities whatsoever other than the activities within such business purpose. The name of the Company may be changed by the determination of a Majority in Interest.

2.2 **Powers.** In addition to the powers and privileges conferred upon the Company by law and those incidental thereto, the Company shall have the same powers as a natural person to do all things necessary or convenient to carry out its business and affairs, including, without limitation, the following:

(a) Sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(b) Have a seal, which may be altered at pleasure, and use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced, provided that the affixing of a seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of a seal is not mandatory;

(c) Purchase, take, receive, lease as lessee, take by gift, legacy, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with any real or personal property, or any interest therein, wherever situated;

(d) Sell, convey, mortgage, pledge, lease as lessor, exchange, transfer, and otherwise dispose of all, any part of, or any interest in, its property and assets;

(e) Lend money to and otherwise assist its members and employees, except as otherwise provided in this Agreement or the Articles.

(f) Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof;

(g) Incur liabilities, borrow money for its proper purposes at any rate of interest that the Company may determine without regard to the restrictions of any usury law of the State of Missouri, issue notes, bonds, and other obligations, secure any of its obligations by mortgage or pledge or deed of trust of all or any part of its property, franchises, and income, and make contracts, including contracts of guaranty and suretyship;



(h) Invest its surplus funds from time to time, lend money for its proper purposes, and take and hold real and personal property as security for payment of funds so loaned or invested;

(i) Conduct its business, carry on its operations, have offices within and without the State of Missouri, and exercise in any other state, territory, district, or possession of the United States or in any foreign country the powers granted by the Act;

(j) Appoint agents and hire employees of the Company, define their duties, and fix their compensation;

(k) Make and alter this Agreement, in any manner not inconsistent with the Articles or with the laws of the State of Missouri, for the administration and regulation of the affairs of the Company;

(l) Make donations for the public welfare or for charitable, scientific, religious, or educational purposes, lend money to the government, and transact any lawful business in aid of the United States;

(m) Establish deferred compensation plans, pension plans, profit sharing plans, bonus plans, option plans, and other incentive plans for its employees and make the payments provided for therein;

(n) Become a promoter, partner, member, associate, or manager of any general partnership, limited partnership, joint venture or similar association, any other limited liability company, or other enterprise; and

(o) Cease the activities of the Company and surrender the franchise of the Company.

2.3 **Principal Office.** The principal office of the Company shall be located at 3350 NE Ralph Powell Rd, Lees Summit, Missouri, or at such other place(s) as the Members may designate from time to time.

2.4 **Registered Office and Registered Agent.** The location of the registered office and the name of the resident agent of the Company in the State of Missouri shall be as stated in the Articles. The registered office and registered agent of the Company in the State of Missouri may be changed by the approval of a Majority in Interest.

2.5 **Amendment of the Articles.** The Company shall amend the Articles at such time or times and in such manner as may be required by the Act and this Agreement.

### **ARTICLE III** **OWNERSHIP**

3.1 **Ownership.** Upon the execution of this Agreement, each Member shall own the

following units of membership set forth opposite their name below. The ownership of the L.L.C. shall be designated in two (2) classes of members. Class A Members listed immediately below, and Class B Members are defined in Exhibit A. Upon unanimous vote of the Class A Members, units of Class B Membership can be granted for any new location or profit center started by the L.L.C.

<u>Class A Members</u>	<u>Units of Membership</u>
Morgan Barker	3,501
Paul Schmidt, Sr.	3,500

### **3.2 Additional Capital Contributions.**

(a) The Members recognize that the Company may require capital from time to time, in addition to that contributed pursuant to Section 3.1 above, in order to accomplish the purpose and business for which it is formed. The Members shall be required to make one or more additional capital contributions to the Company upon the determination by the Members that such additional capital contributions are necessary for the Company. Upon any such determination, the Administrator shall, by written notice, call for any such additional contributions to be made by the Members to the capital of the Company. Within 30 days following the issuance of such a call, each Member shall contribute, in cash to the capital of the Company an amount (the "Additional Contribution") equal to such Member's Percentage Interest multiplied by the aggregate additional capital contributions to be made by all Members.

(b) If any Member fails or refuses for any reason to make in a timely manner any part or all of an Additional Contribution (the "Unpaid Additional Contribution"), such Member shall be in default hereunder and shall be deemed to be a "Defaulting Member" and the following shall apply:

i) The Administrator shall promptly give written notice of the default to all Members. Each of the non-defaulting Members (the "Non-Defaulting Members") shall have the right, but not the obligation, for a period of 45 days after notice of such default by a Defaulting Member is given, to contribute to the Company up to, but not in excess of, an amount equal to (A) the amount of the Defaulting Member's Additional Contribution not then paid multiplied by a fraction the numerator of which is the Non-Defaulting Member's Percentage Interest and the denominator of which is the sum of the Percentage Interests of all Non-Defaulting Members who desire to contribute to the Company any portion of the Defaulting Member's Unpaid Additional Contribution; (B) such greater amount of the Defaulting Member's Unpaid Additional Contribution as shall be agreed upon by all of such Non-Defaulting Members.

ii) Each Non-Defaulting Member shall elect whether to treat the sum of his or her Additional Contribution and the amount contributed by him or her with respect to a Defaulting Member pursuant to subsection (i) above (such sum being hereinafter referred to as the "Disproportionate Contribution") fully or partially as a loan to Company or fully or partially as a Capital Contribution. Such election shall be made in writing and shall be given to the other Members within 50 days after notice of the default by the Defaulting Member is given. To the extent that a Non-Defaulting Member fails to make such election within such period, he shall be deemed to have elected to treat his Disproportionate Contribution as a loan to the Company.

A. Each loan to the Company by a Non-Defaulting Member pursuant to this Section 3.2(b) (ii) shall constitute an obligation of the Company to the Non-Defaulting Member and shall be evidenced by a promissory note made by the Company to the order of the Non-Defaulting Member in a principal amount equal to the Disproportionate Contribution. Such note shall bear interest from and after the date of payment to the Company at a floating annual rate equal to two percent (2%) over the Prime Rate in effect from time to time. Interest shall be payable monthly. The principal balance shall be payable prior to any Distributions being made to the Members and in all events within five years after the date of payment to the Company.

B. Each Capital Contribution by a Non-Defaulting Member pursuant to this Section 3.2(b) (ii) shall be credited to such Non-Defaulting Member's Capital Account as of the date of payment to the Company. Upon the expiration of the 50-day election period, the Percentage Interests of each Member shall be adjusted in accordance with the provisions of subsection (c) below, effective as of the date of the Defaulting Member's default.

(c) Whenever the Percentage Interests of the Members are to be adjusted under subsection (b) (ii) (B) above, the Members shall negotiate in good faith concerning the appropriate adjustments to be made to their respective Interests. If, within 45 days, the Members have not agreed upon such adjustments, the Members shall select a mutually acceptable investment banker or qualified consultant of national reputation to determine the adjustments to be made. If the Members cannot agree upon such person, the Company's regular accountant shall select such person, but shall not select a person previously objected to by one of the Members. The investment banker or consultant shall determine the adjusted Percentage Interests by comparing (1) the Fair Value of the Company (without the Capital Contributions at issue) and the then relative pre-adjustment Percentage Interests of the Members with (2) the amount of the Capital Contributions at issue and the Member(s) paying the same to

the Company. The Administrator shall cause this Agreement to be amended to reflect any adjustment in the Percentage Interests of the Members in accordance with this Section 3.2(c).

**3.3 Capital Accounts.** A separate Capital Account shall be maintained for each Member and each Transferee and Substituted Member. Each Member's Capital Account shall be (a) increased by (i) the amount of money contributed by such Member, (ii) the Fair Value of property contributed by such Member (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752), (iii) allocations to such Member, pursuant to Article IV, of Company income and gain (or items thereof), and (iv) to the extent not already netted out under clause (b)(ii) below, the amount of any Company liabilities assumed by the Member or which are secured by any property distributed to such Member; and (b) decreased by (i) the amount of money distributed to such Member, (ii) the Fair Value of property distributed to such Member (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752), (iii) allocations to such Member, pursuant to Article IV, of Company loss and deductions (or items thereof), and (iv) to the extent not already netted out under clause (a)(ii) above, the amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

In the event any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

In the event of (x) an additional capital contribution by an existing or an additional Member of more than a de minimis amount that results in a shift in Percentage Interests, (y) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for an Interest or (z) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704.1(b)(2) (ii)(g), the book basis of the Property shall be adjusted to Fair Value and the Capital Accounts of all the Members shall be adjusted simultaneously to reflect the aggregate net adjustment to book basis as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment; provided, however, that the adjustments resulting from clause (x) or (y) above shall be made only if the Members determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

In the event that Property is subject to Code Section 704(c) or is revalued on the books of the Company in accordance with the preceding paragraph pursuant to Section 1.704.1(b) (2) (iv) (f) of the Treasury Regulations, the Members' Capital Accounts shall be adjusted in accordance with Section 1.704-1(b) (2) (iv)(g) of the Treasury Regulations for allocations to the Members of depreciation, amortization and gain or loss, as computed for book purposes (and not tax purposes) with respect to such property.

The foregoing provisions of this Section 3.3 and the other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and 1.704.2, and shall be interpreted and applied in

a manner consistent with such Treasury Regulations. In the event the Members determine that it is prudent or advisable to modify the manner in which the Capital Accounts, or any increases or decreases thereto, are computed in order to comply with such Treasury Regulations, the Members may cause such modification to be made provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

**3.4 Capital Withdrawal Rights, Interest and Priority.** Except as expressly provided in this Agreement, no Member shall be entitled to withdraw or reduce such Member's Capital Account or to receive any distributions from the Company. No Member shall be entitled to demand or receive any Distribution in any form other than in cash. No Member shall be entitled to receive or be credited with any interest on the balance in such Member's Capital Account at any time. Except as may be otherwise expressly provided herein, no Member shall have any priority over any other Member as to the return of the balance in such Member's Capital Account.

**3.5 Loans.** Any Member may make a loan to the Company in such amounts, at such times (including in lieu of a capital contribution under Section 3.2 above) and on such terms and conditions as may be approved by a Majority in Interest. Loans by any Member to the Company shall not be considered as contributions to the capital of the Company.

#### **ARTICLE IV** **ALLOCATIONS AND DISTRIBUTIONS**

**4.1 Non-Liquidation Cash Distributions.** The amount, if any, of Available Cash shall be determined by the Members quarterly and shall be distributed to the Members within 45 days following the end of each fiscal quarter in accordance with their respective Percentage Interests.

**4.2 Liquidation Distributions.** Liquidation Proceeds shall be distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to Members to the extent otherwise permitted by law) and the expenses of liquidation.

(b) Next, to the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, provided that any such reserves shall be paid over by such person to an independent escrow agent, to be held by such agent or its successor for such period as such person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided.

(c) The remainder to the Members in accordance with and to the extent of their

respective Capital Account balances after taking into account the allocation of all Income or Loss pursuant to this Agreement for the fiscal year(s) in which the Company is liquidated.

4.3 **Profits, Losses and Distributive Shares of Tax Items.** The Company's net income or net loss, as the case may be, for each fiscal year of the Company, as determined in accordance with such method of accounting as may be adopted for the Company pursuant to Article VI hereof, shall be allocated to the Members for both financial accounting and income tax purposes as set forth in this Article IV, except as otherwise provided for herein or unless all Members agree otherwise.

4.4 **Allocation of Income, Loss and Credits.**

(a) Income or Loss (other than from transactions in liquidation of the Company) and Credits for each fiscal year shall be allocated among the Members in accordance with their Percentage Interests. To the extent there is any change in the respective Percentage Interests of the Members during the year, Income, Loss and Credits shall be allocated among the pre-adjustment and post-adjustment periods as provided in Section 4.5(k) below.

(b) Income from transactions in liquidation of the Company shall be allocated among the Members in the following order of priority:

i) To those members, if any, with negative Capital Account balances (determined prior to taking into account any distributions pursuant to Section 4.2) in the ratio that such negative balances bear to each other until all such Members' Capital Account balances equal zero; then

ii) The remainder to the Members in accordance with their respective Percentage Interests.

(c) Loss from liquidation transactions shall be allocated among the Members in the following order of priority:

i) To those Members, if any, with positive Capital Account balances (determined prior to taking into account any distributions pursuant to Section 4.2) in the ratio that such positive balances bear to each other until all such Members' Capital Account balances equal zero; then

ii) The remainder to the Members in accordance with their respective Percentage Interests.

4.5 **Special Rules Regarding Allocation of Tax Items.** Unless otherwise adopted by a Super Majority of the Members, there shall be no Special Rules regarding allocation of tax items and all tax items shall be allocated pro-rata amongst the Members in proportion to their Percentage Interest. (Insert any special rules regarding allocation of tax items).

4.6 **Withholding of Distributions.** Notwithstanding any other provision of this Agreement, the Members (or any Person required or authorized by law to wind up the Company's affairs) may suspend, reduce or otherwise restrict Distributions of Available Cash and Liquidation Proceeds when, in their sole opinion, such action is in the best interests of the Company.

4.7 **No Priority.** Except as may be otherwise expressly provided herein, no Member shall have priority over any other Member as to Company income, gain, loss, credits and deductions or distributions.

4.8 **Tax Withholding.** Notwithstanding any other provision of this Agreement, the Members are authorized to take any action that they determine to be necessary or appropriate to cause the Company to comply with any withholding requirements established under any federal, state or local tax law, including, without limitation, withholding on any distribution to any Member. For all purposes of this Article IV, any amount withheld on any distribution and paid over to the appropriate governmental body shall be treated as if such amount had in fact been distributed to the Member.

4.9 **Reserves.** The Members shall have the right to establish, maintain and expend such reserves to provide for working capital, for future maintenance, repair or replacement of the Property, for debt service, for future investments and for such other purposes as the Members may deem necessary or advisable.

## **ARTICLE V** **MANAGEMENT**

5.1 **Management.** The business and affairs of the Company shall be managed by the Members, both Class A and Class B. Notwithstanding the foregoing, the Members may engage a Person to act as the Administrator of the Company. The Administrator shall only have the authority to perform ministerial acts in carrying out the decisions of the Members. Until another Person is retained as Administrator, the Administrator shall be Paul Schmidt Sr. The Administrator shall not be entitled to any compensation for acting as Administrator, but shall receive reimbursement of any expenses incurred on behalf of the Company. The Administrator shall be an independent contractor and shall not be an employee of the Company.

5.2 **Meetings of Members: Place of Meetings.** Meetings of the Members may be held for any purpose or purposes, unless otherwise prohibited by statute or by the Articles, and may be called by the Members holding not less than twenty percent (20%) of the Interests. All meetings of the Members shall be held at the offices of the Company in Lees Summit, Missouri, or at such other place, within or without the State of Missouri, as shall be designated from time to time by the Members and stated in the notice of the meeting or in a duly executed waiver of the notice thereof. Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment whereby all Members participating in the meeting can hear each other and participation in a meeting in

this manner shall constitute presence in person at the meeting.

**5.3 Quorum: Voting Requirement.** The presence, in person or by proxy, of a Majority in Interest shall constitute a quorum for the transaction of business by the Members. If less than a Majority in Interest are represented at a meeting, a majority of the Interests so represented may adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment, without further notice. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to constitute less than a quorum. The affirmative vote of a Majority in Interest shall constitute a valid decision of the Members, except where a larger vote is required by the Act, the Articles or this Agreement.

**5.4 Proxies.** At any meeting of the Members, every Member having the right to vote thereat shall be entitled to vote in person or by proxy appointed by an instrument in writing signed by such Member and bearing a date not more than three years prior to such meeting.

**5.5 Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Members of the Company may be taken without a meeting if the action is evidenced by one or more written consents describing the action to be taken and signed by each Member entitled to vote.

**5.6 Notice of Meetings.** Written notice stating the place, day, hour and the purpose for which the meeting is called shall be delivered not less than 10 days nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at such meeting. Notice to Members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Company, with postage prepaid. A Member's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting, unless such Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the notice of meeting, unless such Member objects to considering the matter when it is presented.

**5.7 Waiver of Notice.** When any notice is required to be given to any Member of the Company hereunder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

**5.8 Execution of Documents Filed with Secretary of State of Missouri and Waiver of Receipt of Copy of Filed Documents.** Any Member or the Administrator shall be



authorized to execute and file with the Secretary of State of Missouri any document permitted or required by the Act. Such documents shall be executed and filed only after the Members have approved or consented to such action in the manner provided herein. Pursuant to Section 359.728 of the Act, the Members hereby waive the necessity of receiving a copy of any document filed with the Secretary of State of Missouri.

**5.9 Voting by Certain Holders.** In the case of a Member that is a corporation, such Interest may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine. In the case of a Member that is a general or limited partnership, such Interest may be voted, in person or by proxy, by such Person as is designated by such Member. In the case of a Member that is another limited liability company, such Interest may be voted, in person or by proxy, by such Person as is designated by the operating agreement of such other limited liability company, or, in the absence of such designation, by such Person as is designated by the limited liability company.

**5.10 Actions Requiring A Super-Majority in Interest.** The approval of a Super-Majority in Interest shall be required for the following:

- (a) The approval of a merger or consolidation with another person;
- (b) Change of the status of the Company from one in which management is vested in the Members to one in which management is vested in one or more managers;
- (c) Authorize any transaction, agreement or action on behalf of the Company that is unrelated to the purpose set forth in the Articles, that contravenes this Agreement, or that is not within the usual course of business of the Company; or
- (d) Determine, modify, compromise or release the amount and character of the contributions that a member shall make as the consideration for the issuance of an interest in the Company.

**5.11 Limitation of Liability.** No person shall be liable to the Company or its Members for any loss, damage, liability or expense suffered by them on account of any action taken or omitted to be taken by such person as a Member of the Company or by any Other Enterprise (as hereinafter defined) that such person serves or has served as a director or officer at the request of the Company, if such person discharges his duties in good faith, exercising the same degree of care and skill that a prudent person would have exercised under the circumstances in the conduct of his own affairs, and in a manner he reasonably believes to be in the best interest of the Company.

**5.12 Indemnification, Generally.** In addition to and without limiting the rights to indemnification and advancement of expenses specifically provided for in the other sections of this Article V, the Company shall indemnify and advance expenses to each person who is or was a Member of the Company to the fullest extent as is permitted for the indemnification of an officer or director of a corporation under the General and Business Corporation Law of

Missouri.

5.13 **Right to Indemnification.** The Company shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (regardless of whether such action, suit or proceeding is by or in the right of the Company or by third parties) by reason of the fact that such person is or was a Member of the Company or is or was serving at the request of the Company as a director or officer of any Other Enterprise against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines and other expenses, actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding); provided, however, that the Company shall not be required to indemnify or advance expenses to any person from or on account of such person's conduct that was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct; provided, further, that the Company shall not be required to indemnify or advance expenses to any person in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized in advance by the Members of the Company. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or under a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person's conduct was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

5.14 **Enforcement of Indemnification.** In the event the Company refuses to indemnify any person or persons who may be entitled to be indemnified or to have expenses advanced under this Article V, such person or persons shall have the right to maintain an action in any court of competent jurisdiction against the Company to determine whether or not such person is entitled to such indemnification or advancement of expenses hereunder. If such court action is successful and the person or persons is determined to be entitled to such indemnification or advancement of expenses, such person or persons shall be reimbursed by the Company for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

5.15 **Advancement of Expenses.** Expenses (including attorneys' fees) reasonably incurred in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the Company. In no event shall any advance be made in instances where the Members or independent legal counsel reasonably determines that such person would not be entitled to indemnification hereunder.

5.16 **Non-Exclusivity.** The indemnification and the advancement of expenses provided by this Article V shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, or any

agreement, vote of Members, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Member of the Company, and as to a person who has ceased serving at the request of the Company as a director or officer of any Other Enterprise and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.17 **Insurance.** Upon the approval of the Members, the Company may purchase and maintain insurance on behalf of any person who is or was a Member, agent or employee of the Company, or is or was serving at the request of the Company as a officer, director, agent or employee of any Other Enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article V.

5.18 **Amendment and Vesting of Rights.** Notwithstanding any other provision of this Agreement, the terms and provisions of this Article V shall not be amended or repealed and the rights to indemnification and advancement of expenses created hereunder shall not be changed, altered or terminated except by the approval of a Super-Majority in Interest. The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's serving or having served as a Member of the Company or serving at the request of the Company as a director or officer of any Other Enterprise and, while this Article V may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article V with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

5.19 **Definitions.** For purposes of this Article V, references to:

(a) The "Company" shall include, in addition to the resulting or surviving Company, any constituent Company (including any constituent of a constituent) absorbed in a consolidation or merger so that any person who is or was a Member of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of any Other Enterprise shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as such person would if such person had served the resulting or surviving corporation in the same capacity;

(b) "Other Enterprises" or "Other Enterprise" shall include, without limitation, any other limited liability company, corporation, partnership, joint venture, trust or employee benefit plan;

(c) "fines" shall include any excise taxes assessed against a person with respect

to an employee benefit plan;

(d) "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counterclaim; and

(e) "serving at the request of the Company" shall include any service as a director or officer of a corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Article V.

5.20 **Severability.** If any provision of this Article V or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Article V and the application of such provision to other persons or circumstances shall not be affected thereby and, to the fullest extent possible, the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any Member of the Company or any person who is or was serving at the request of the Company as a director or officer of any Other Enterprise, is entitled under any provision of this Article V to indemnification by the Company for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

5.21 **Contracts with Members or their Affiliates.** No contract or transaction between the Company and one or more of its Members or between the Company and any other limited liability company, corporation, association or other organization in which one or more of its Members are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member is present at or participates in the meeting of the Members at which the contract or transaction is authorized, or solely because his or their votes are counted for such purpose, if the material facts as to his relationship are known to the Members, and the Members holding a majority of the Interests held by those Members who are disinterested with respect to such contract or transaction authorize such contract or transaction, even though the disinterested Members be less than a quorum. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members at which the contract or transaction is authorized.

**ARTICLE VI**  
**ACCOUNTING AND BANK ACCOUNTS**

6.1 **Fiscal Year.** The fiscal year and taxable year of the Company shall end on December 31 of each year, unless a different year is required by the Code.

6.2 **Books and Records.** At all times during the existence of the Company, the Company shall cause to be maintained full and accurate books of account, which shall reflect all Company transactions and be appropriate and adequate for the Company's business. The books and records of the Company shall be maintained at the principal office of the Company. Each Member (or such Member's designated representative) shall have the right during ordinary business hours and upon reasonable notice to inspect and copy (at such Member's own expense) all books and records of the Company.

6.3 **Financial Reports.**

(a) Within 75 days after the end of each fiscal year, there shall be prepared and delivered to each Member:

i) a balance sheet as of the end of such year and related financial statements for the year then ended; and

ii) other pertinent information regarding the Company.

(b) Within 75 days after the end of each fiscal year, there shall be prepared and delivered to each Member all information with respect to the Company necessary for the Members' Federal and state income tax returns.

6.4 **Tax Returns and Elections: Tax Matters Member.** The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. The Company shall claim all deductions and make such elections for federal or state income tax purposes that the Members reasonably believe will produce the most favorable tax results for the Members. The Administrator (unless otherwise hereinafter provided by the members) is hereby designated as the Company's "Tax Matters Member," as defined in the Code, and in such capacity is hereby authorized and empowered to act for and represent the Company and each of the Members before the Internal Revenue Service in any audit or examination of any Company tax return and before any court selected by the Members for judicial review of any adjustment assessed by the Service. The above named Administrator does hereby accept such designation. The Members specifically acknowledge, without limiting the general applicability of this Section, that the "Tax Matters Member" shall not be liable, responsible or accountable in damages or otherwise to the Company or any Member with respect to any action taken by it in its capacity as a "Tax Matters Member." All out-of-pocket expenses incurred in the capacity of the "Tax Matters Member" shall be considered expenses of the Company for which the "Tax Matters Member" shall be entitled to full reimbursement.

6.5 **Section 754 Election.** In the event a distribution of Company assets occurs that satisfies the provisions of Section 734 of the Code or in the event a transfer of a Interest occurs that satisfies the provisions of Section 743 of the Code, upon the determination of the Members, the Company shall elect, pursuant to Section 754 of the Code, to adjust the basis of the Property to the extent allowed by such Section 734 or 743 and shall cause such adjustments to be made and maintained. Any additional accounting expenses incurred by the Company in connection with making or maintaining any such basis adjustment shall be reimbursed to the Company from time to time by the distributee or transferee who benefits from the making and maintenance of such basis adjustment.

6.6 **Bank Accounts.** All funds of the Company shall be deposited in a separate bank, money market or similar account(s) approved by the Members and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Members.

## **ARTICLE VII**

### **TRANSFERS OF INTERESTS AND EVENTS OF WITHDRAWAL**

7.1 **General Restrictions.** Except as expressly provided in this Agreement, no Member may Transfer all or any part of such Member's Interest. Any purported Transfer of an Interest in violation of the terms of this Agreement shall be null and void and of no effect. A permitted Transfer shall be effective as of the date specified in the instruments relating thereto. Any Transferee desiring to make a further Transfer shall become subject to all of the provisions of this Article VII to the same extent and in the same manner as any Member desiring to make any Transfer.

7.2 **Permitted Transfers.** Each Member shall have the right to Transfer (but not to substitute the assignee as a Substitute Member in his place, except in accordance with Section 7.3 below), by a written instrument, all or any part of his Interest, provided that the Transfer would not result in the "termination" of the Company pursuant to Section 708 of the Code, and, except for Transfers upon death, the Members holding a majority of the remaining Interests have consented in writing to such Transfer. Any assignee of an Interest as allowed by this Section 7.2 who does not become a Substitute Member as provided in Section 7.3 below (a "Transferee") shall not be a Member and shall not have any right to vote as a Member or to participate in the management of the business and affairs of the Company, such right to vote such Interest and to participate in the management of the business and affairs of the Company continuing with the Member Transferring the Interest. The Transferee shall, however, be entitled to his share of the distributions and allocations of the Company as provided in Article IV above.

7.3 **Substitute Members.** No assignee of all or part of a Member's Interest shall become a Member in place of the Member assigning the Interest (a "Substitute Member") unless and until:

- (a) The transferor (if living) has stated such intention in the instrument of assignment;

(b) The transferee has executed an instrument accepting and adopting the terms and provisions of this Agreement;

(c) The transferor or transferee has paid all reasonable expenses of the Company in connection with the admission of the transferee as a Substitute Member; and

(d) The Members holding a majority of the remaining Interests, in their sole and absolute discretion, shall have consented in writing to such transferee becoming a Substitute Member.

Upon satisfaction of all of the foregoing conditions with respect to a particular transferee, the Administrator shall cause this Agreement to be duly amended to reflect the admission of the transferee as a Substitute Member.

**7.4 Effect of Admission as a Substitute Member.** Unless and until admitted as a Substitute Member pursuant to Section 7.3, a transferee of a Member's Interest shall not be entitled to exercise any rights of a Member in the Company, including the right to vote, grant approvals or give consents with respect to such Interest, the right to require any information or accounting of the Company's business or the right to inspect the Company's books and records, but such transferee shall only be entitled to receive, to the extent of the Interest transferred to him, the Distributions to which the transferor would be entitled. A transferee who has become a Substitute Member has, to the extent of the Interest transferred to him, all the rights and powers of the Member for whom he is substituted and is subject to the restrictions and liabilities of a Member under this Agreement and the Act. Upon admission of a transferee as a Substitute Member, the transferor of the Interest so acquired by the Substitute Member shall cease to be a Member of the Company to the extent of such Interest. A Person shall not cease to be a Member upon assignment of all of such Member's Interest unless and until the transferee(s) becomes a Substitute Member.

**7.5 Additional Members.** Additional Members may be admitted to the Company only by the consent of a Super-Majority in Interest.

**7.6 Events of Withdrawal.** A Member ceases to be a Member of the Company upon the occurrence of any of the following events (an "Event of Withdrawal"):

(a) A Member withdraws from the Company by giving ninety (90) days prior written notice of his withdrawal to the other Members, provided, however, such withdrawal shall constitute a breach of this Agreement and such Member shall be liable to the Company for any damages sustained by the Company as a result of such withdrawal and the Company may offset such damages against any amount otherwise distributable to such Member pursuant to Article IV hereof;

(b) A Member:

i) Makes an assignment for the benefit of credits;

ii) Is the subject of a bankruptcy;

iii) Files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any statute, law or regulation or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in a proceeding of such nature; or

iv) Seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator for himself or of all or any substantial part of his property.

(c) With respect to any Member, one hundred twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if, within ninety (90) days after the appointment, without his consent or acquiescence, of a trustee, receiver or liquidator of the Member or of all or any substantial part of his property, the appointment is not vacated or stayed, or, within ninety (90) days after the expiration of any such stay, the appointment is not vacated;

(d) In the case of a Member who is a natural person:

i) His death; or

ii) The entry by a court of competent jurisdiction adjudicating him incapacitated to manage his person or his estate;

(e) In the case of a Member that is a trust, the termination of the trust or a distribution of its entire interest in the Company but not merely the substitution of a new trustee;

(f) In the case of a Member that is a general or limited partnership, the dissolution and commencement of winding up of the partnership or a distribution of its entire interest in the Company;

(g) In the case of a Member that is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation or revocation of its charter or a distribution of its entire interest in the Company;

(h) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; or

(i) In the case of a Member that is a limited liability company, the filing of



articles of dissolution or termination, or their equivalent, for the limited liability company or a distribution of its entire interest in the Company.

Except as provided in Section 8.1 hereof, upon the occurrence of an Event of Withdrawal, the Company shall not be dissolved and the Member who withdraws, or the Person succeeding to the interest of the Member with respect to whom an Event of Withdrawal has occurred, as the case may be, shall be deemed to be a Transferee, as defined in Section 7.2 hereof, and the rights and obligations of such Member or Person shall be governed by Section 7.2 hereof. Such Member's, or Person's, right to receive Distributions, as set forth in Section 7.2 hereof, shall be in lieu of any rights that such Member, or Person, may have to receive the fair value of such Member's Interest as provided by Section 347.103 of the Act.

### **ARTICLE VIII** **DISSOLUTION AND TERMINATION**

**8.1 Events Causing Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

- (a) The expiration of the term of the Company, as set forth in the Articles.
- (b) The unanimous written agreement of the Members to dissolve.
- (c) Upon the occurrence of any Event of Withdrawal and, after such occurrence, the Company does not then consist of at least two Members or at least one Member and one transferee;
- (d) Upon the occurrence of any of the following:
  - i) In the case of a Member who is a natural person, the death of the Member;
  - ii) In the case of a Member that is a trust, the termination of the trust;
  - iii) In the case of a Member that is a general or limited partnership, the dissolution and commencement of winding up of the partnership;
  - iv) In the case of a Member that is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation;
  - v) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;
  - vi) In the case of a Member that is a limited liability company, the filing of articles of dissolution or termination, or their equivalent, for the limited liability company; or

vii) Any Member is the subject of a Bankruptcy; unless, within ninety (90) days after the occurrence of any of the foregoing, the Members holding a majority of the remaining Interests agree to continue the Company.

(e) Upon the approval of a Super-Majority in Interest.

(f) Except as expressly provided in this Agreement, any other event causing a dissolution of the Company under the Act.

8.2 **Effect of Dissolution.** Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Members shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Members shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining a fair value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 8.3 below, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

8.3 **Application of Proceeds.** Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the order of priority set forth in Section 4.2.

## **ARTICLE IX MISCELLANEOUS**

9.1 **Title to Assets.** Title to the Property and all other assets acquired by the Company shall be held in the name of the Company. No Member shall individually have any ownership interest or rights in the Property or any other assets of the Company, except indirectly by virtue of such Member's ownership of a Interest. No Member shall have any right to seek or obtain a partition of the Property or other assets of the Company, nor shall any Member have the right to any specific assets of the Company upon the liquidation of or any distribution from the Company.

9.2 **Nature of Interest in the Company.** A Member's Interest shall be personal property for all purposes.

9.3 **Organizational Expenses.** Each Member shall pay its own expenses incurred in connection with the creation and formation of the Company and review and negotiation of this Agreement.

9.4 **Notices.** Except for the notices required by Section 5.6, which notices shall be governed by that section, any notice, demand, request, or other communication required or permitted to be given by this Agreement or by the Act shall be sufficient if in writing and if

hand delivered or sent by mail to the address of the Member as it appears on the records of the Company. All mailed notices shall be deemed to be given when deposited in the United States mail, postage prepaid.

**9.5 Waiver of Default.** No consent or waiver, express or implied, by the Company or a Member with respect to any breach or default by another Member hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default by such Member of the same provision or any other provision of this Agreement. Failure on the part of the Company or a Member to complain of any act or failure to act of another Member or to declare such other Member in default shall not be deemed or constitute a waiver by the Company or the Member of any rights hereunder.

**9.6 No Third Party Rights.** None of the provisions contained in this Agreement shall be for the benefit of or enforceable by any third parties, including creditors of the Company.

**9.7 Entire Agreement.** This Agreement, together with the Articles, constitutes the entire agreement between the Members, in such capacity, relative to the formation, operation and continuation of the Company.

**9.8 Amendments to Operating Agreement.**

(a) Except as otherwise provided herein, this Agreement shall not be modified or amended in any manner other than by the written agreement of a Super-Majority in Interest at the time of such modification or amendment.

(b) This Agreement may be amended by the Administrator, without any execution of such amendment by the Members, in order to reflect the occurrence of any of the following events provided that all of the conditions, if any, contained in the relevant sections of this Agreement with respect to such event have been satisfied:

(1) an adjustment of the Percentage Interests of the Members upon making a Capital Contribution (Section 3.2(b) hereof);

(2) the modification of this Agreement to comply with the relevant tax laws (Sections 3.3 and 4.5(j) hereof); and

(3) the admission of a Substitute Member (Section 7.3 hereof).

(c) Anything in this Section 9.8 to the contrary notwithstanding, without the written consent of all Members, no amendment to this Agreement may:

(1) add to, detract from or otherwise modify the purposes of the Partnership as set forth in the Articles;

(2) enlarge the obligations of any Member under this Agreement;

(3) amend any provisions of Article IV; or

(4) amend this Section 9.8 or any provision of this Agreement requiring the consent of a Super-Majority in Interest.

9.9 **Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

9.10 **Binding Agreement.** Subject to the restrictions on the disposition of Interests herein contained, the provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.11 **Headings.** The headings of the Articles and Sections of this Agreement are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

9.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

9.13 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

  
Morgan Maureen Barker

Managing Member

  
Paul Ramsey Schmidt, SR.

Managing Member



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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and CM Barker, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1671382

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 1671382

Approved by:

<b>Employer</b> CM Barker, LLC	
<b>Name (Please Type or Print)</b> MORGAN M BARKER	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/15/2021
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/16/2021

Company ID Number: 1671382

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	CM Barker, LLC
<b>Company Facility Address</b>	3350 NE Ralph Powell Rd Suite 400 Lees Summit, MO 64064
<b>Company Alternate Address</b>	
<b>County or Parish</b>	JACKSON
<b>Employer Identification Number</b>	832156121
<b>North American Industry Classification Systems Code</b>	561
<b>Parent Company</b>	CM Barker, LLC
<b>Number of Employees</b>	1 to 4
<b>Number of Sites Verified for</b>	1 site(s)

Company ID Number: 1671382

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MO

1

Company ID Number: 1671382

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name PAUL R SCHMIDT  
Phone Number 3142212781  
Fax  
Email schmidtor@gmail.com

Name MORGAN M BARKER  
Phone Number 4176611233  
Fax  
Email cmbarkerllc@gmail.com

**Company ID Number: 1671382**

**This list represents the first 20 Program Administrators listed for this company.**

# Morgan Barker

12358 E Osage Nation Rd. Nevada, Mo 64772 417-661-1233

10+ years customer service experience, with a passion to ensure excellent customer satisfaction to all.

## **Experience:**

**May 23, 2009 - August 24, 2009**

### **Lifeguard, City of Nevada**

Watched and protected patrons while they utilized the recreational area. Greeted customers into the pool and concession stand while on breaks. I frequently spoke with adults and children and made sure they had the skills to use the area in which they were using. I had extensive, multi day trainings to be lifeguard certified as well as CPR certified. Reported to my manager when needed about supplies we needed and scheduling.

**December 15, 2009 - May 15, 2010**

### **Cashier/Carry Out, Woods Supermarket**

Assisted customers with checking out their groceries, helping them find certain items within the store, money handling and cash back when needed, handling conflict when something rings up for the incorrect price and helping customers out to their cars and loading their groceries into their cars. I worked with other cashiers, carryout's and management to help build a better work place for not only us but the customers as well.

**May 25, 2010 - August 26, 2010**

### **Lifeguard, City of Nevada**

Watched and protected patrons while they utilized the recreational area. Greeted customers into the pool and concession stand while on breaks. I frequently spoke with adults and children and made sure they had the skills to use the area in which they were using. I had extensive, multi day trainings to be lifeguard certified as well as CPR certified. Reported to my manager when needed about supplies we needed and scheduling.

**July 20, 2010 - February 6, 2012**

**Hostess/Waitress, Casa Azteca**

Greeted customers as they walked through the door, checked the seating assignments to make sure I was seating customers in the correct sections, answered phones and took to go orders, packaged up orders and made sure they got to the correct customers, handled conflict when customers were overcharged, wrong food came out from the kitchen or we were short staffed and I needed to jump in where needed. While waitressing I greeted customers to their tables, offered drink and food specials, took orders and made sure they were correct, delivered food from kitchen to table and would frequently check back with customers to make sure food was good, drinks were refilled and they didn't need anything else, if they did I dropped whatever I was doing and would get it for them, worked with kitchen staff when an order was messed up or needed fixed, communicated with bar staff when drinks needed made or delivered to a table, cashed customers tickets out, made change when needed and closed up the restaurant at closing.

**March 22, 2012 - September 30, 2012**

**Waitress, Thai Cabin and Grill**

Greeted customers through the door, allowed them to sit wherever they wanted, brought them menus and took their orders. Answered phone calls for to go orders, prepared some food orders and all drink orders. Made sure customers were happy with their orders, refilled drinks cashed out tickets and tabs and continued to check on them until they left the restaurant.

**July 7, 2012 - March 2, 2013**

**Waitress, 54 Cafes**

Welcomed customers into the restaurant, took their orders, communicated with kitchen staff to ensure orders were correct. Frequently checked on customers to make sure they were satisfied and had everything they needed to make sure they had an enjoyable experience. I cashed out their tickets when they were ready and made change when necessary.

**March 3, 2013 - May 7, 2013**

**Clerk, Nevada License Office**

Welcomed customers into the office, processed any and all motor vehicle and drivers license transactions, opened and closed the office, broke down drawers, audited transactions and stopped transactions when needed. Answered phone calls and assisted customers over the phone to ensure they had all of the correct documentation when they came to the office.

**August 20, 2013 - May 17, 2014**

**Student Worker, Metropolitan Community College**

Worked with students and faculty to ensure they had all of the services that were needed in order to have a successful for the semester. I worked with single parents within our school to assist them in our Single Parent Book Loan program.

**October 20, 2014 - January 17, 2015**

**Clerk, Independence License Office**

Opened and closed office operations, worked Monday-Saturday processing all motor vehicle and drivers license transactions. Worked with customers to find a way to process the transaction by Missouri Statutes and Procedures. Answered phone calls and helped assist customers over the phone to ensure they came in with the correct documents the first time. Broke down and balanced drawers daily, opened and closed shipments when needed.

**March 15, 2015 - August 18, 2016**

**Clerk, Nevada License Office**

Opened and closed the office, greeted customers into the office, processed motor vehicle and drivers license transactions for all customers in compliance with Department of Revenue. Assisted with phone calls from customers to help ensure they bring in all correct documents the first time to process their transactions. Helped with daily inventory book, stopping transactions when needed, helping other clerks in problem solving when needed on a transacted.



**September 1, 2016 - June 5, 2017**

**Office Manager, Assassin Pest Control**

Contacted customers daily to confirm schedules billed and collected payments, process daily deposit. Answered new customers calls to figure out a time of the month that worked for them and us to get them on the books. Worked with exterminator and chemical vendors to ensure we had enough supplies for the month and would make special trips to the vendor to get more chemical if needed.

**June 10, 2017 - April 6, 2018**

**Clerk/Assistant Manager, Nevada License Office**

Opened and closed office, almost daily. Completed daily inventory book, daily deposit when needed, audited paperwork, assisted customers with all motor vehicle and drivers license transactions, oversaw office operations when office manager was gone for the day, helped customers in understanding what all documents are needed to complete the transaction, worked with local dealerships to process dealer titles as well as provide them with information to better serve their customers.

**April 9, 2018 - January 28, 2019**

**Title Clerk, Max Ford**

Processed all loan documentation to lien holder, worked with customers in getting missing documents for the loan process, paid off loans to other lienholders, filled out title work and contacted customer when title work was complete to either pick up or have it mailed out to them. Worked with customers to ensure they had all of the correct documents when they went to the license office to help make it a smooth transaction for customer and office staff.

**January 29, 2019 - September 5, 2020**

**Administrative Assistant/Emergency Manager, Vernon County Health Department**

Worked closely with the assistant administrator with day-to-day operations such as deposit, inventory control so our nurses and office staff had any and all supplies needed to help patients. Worked front desk occasionally and checked patients in, worked with their insurance companies to ensure payment and coverage, answer phone calls daily, contact tracing for COVID patients, and followed up with positive cases daily to monitor symptoms. Worked with local law enforcement and county emergency manager for plans for any and all kind of disasters.

**November 9, 2020 – June 05, 2022**

**Office Manager, Nevada License Office**

Open and close office, schedule staffing accordingly to office size, report, control and monitor inventory levels to ensure no shortages or overages, daily inventory book, daily deposit, running checks, ensuring check in system is up and running, monitor state email to ensure all emails are read and responded to when needed, audit all paperwork, put shipments together and mail out in a timely manner, answer phone calls from customers and help them ensure they have all required documents when they come into the office the first time, process motor vehicle and drivers license transactions, help assist clerks with issues they may run into, respond to all customer feedback and complaints in a timely manner, follow all contract requirements, work with my field coordinator monthly on his visits to make sure he has everything he needs, balance all drawers to ensure all drawers balance. Work very diligently to make sure customer needs are being met in a professional manner.

**June 06, 2022 – Present**

**Contract Agent/Office Manager, Harrisonville License Office**

Complete inventory book daily to ensure no shortages or missing items, schedule clerks to ensure all work stations are staffed, complete daily deposit and balance drawers, make e-checks to the state in a timely manner, audit title work daily and doc titles when needed, monitor state email and respond when necessary, answer phone calls and help customers on the counter, assist clerks with any questions they have, run checks through Central Bank, put shipments together, post mark and mail out, respond to customers with feedback, compliments and complaints in a timely manner, process motor vehicle and drivers license transactions, make sure all contractual requirements are being met and maintained, complete ICR and data corrections when needed, work with my field coordinator on a monthly basis and work with my clerks to make certain customers are taken care of, make sure the check in system is up and running on a daily basis, run payroll, balance bank accounts with my long/short, make certain compliance is met with DOR and the State of Missouri, run the office with respect to the customers and make sure the needs of customers are being met in a professional and timely manner.

PROGRAM ID: DM53230  
 INVENTORY PERIOD 21 02  
 OFFICE: NEVADA LICENSE OFFICE  
 OFFICE NUMBER: 077-012  
 MISSOURI DEPARTMENT OF REVENUE  
 LICENSE OFFICES BUREAU  
 FEBRUARY INVENTORY CHARGES  
 OFFICE ABBREV: NEVAD AUDITOR: PETERSON A

DATE 02/18/21  
 PAGE 1

\*\*\*\*\*OFFICE RESPONSE\*\*\*\*\*  
 INVOICE IN OTHER  
 NO STOCK SOLD/VOID (I.E., MISSING)

ISSUE  
 PRICE

QTY

BEGINNING ENDING  
 ITEM ITEM

CHARGES FOR ITEMS NOT ACCOUNTED FOR: \$ 00.00

INSTRUCTIONS: CHECK THIS REPORT FOR ACCURACY. NOTIFY THE LICENSE OFFICES BUREAU IN WRITING OF ANY ERRORS.

PROGRAM ID: DM53230  
INVENTORY PERIOD 21 07  
OFFICE: NEVADA LICENSE OFFICE  
OFFICE NUMBER: 077-012

MISSOURI DEPARTMENT OF REVENUE  
LICENSE OFFICES BUREAU  
JULY INVENTORY CHARGES

DATE 07/19/21  
PAGE 1

OFFICE ABBREV: NEVAD AUDITOR: PETERSON A

BEGINNING ITEM	ENDING ITEM	QTY	ISSUE PRICE	INVOICE IN	OTHER
				NO	STOCK SOLD/VOID (I.E.,MISSING)

CHARGES FOR ITEMS NOT ACCOUNTED FOR: \$ 0.00

INSTRUCTIONS: CHECK THIS REPORT FOR ACCURACY. NOTIFY THE LICENSE OFFICES BUREAU IN WRITING OF ANY ERRORS.



PROGRAM ID: DM53230  
INVENTORY PERIOD 22 01  
OFFICE: NEVADA LICENSE OFFICE  
OFFICE NUMBER: 077-012

MISSOURI DEPARTMENT OF REVENUE  
LICENSE OFFICES BUREAU  
JANUARY INVENTORY CHARGES  
OFFICE ABBREV: NEVAD AUDITOR: KIXMILLER K

RESPONSE\*\*\*\*\*  
OTHER  
DID (I.E.,MISSING)

INVOICE  
NO

ISSUE  
PRICE

BEGINNING  
ITEM

ENDING  
ITEM

QTY

CHARGES FOR ITEMS NOT ACCOUNTED FOR: \$ 0.00

INSTRUCTIONS:

CHECK THIS REPORT FOR ACCURACY. NOTIFY THE LICENSE OFFICES BUREAU IN WRITING OF A



PROGRAM ID: DM53230  
INVENTORY PERIOD 22 09  
OFFICE: HARRISONVILLE LICENS  
OFFICE NUMBER: 072-011

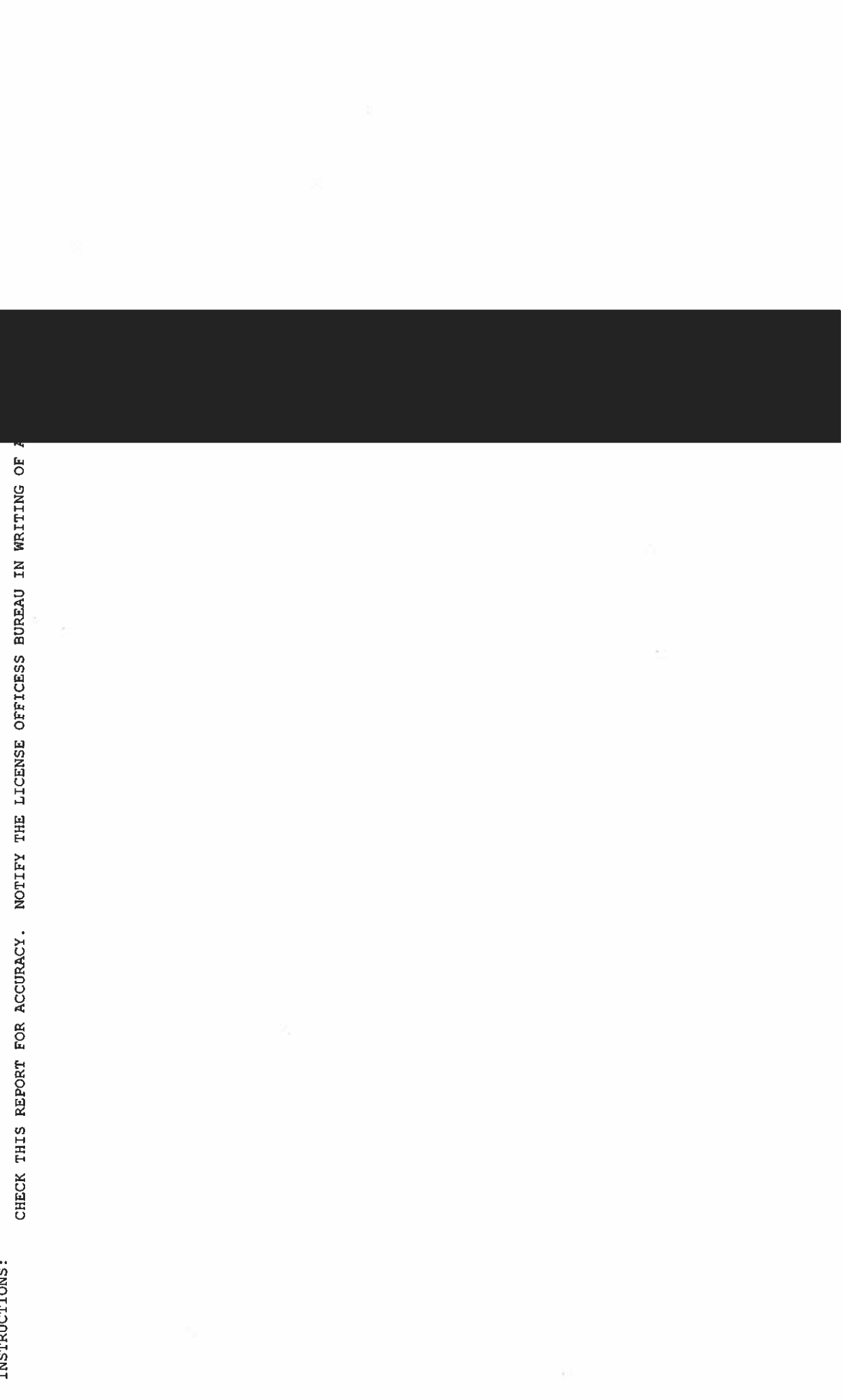
MISSOURI DEPARTMENT OF REVENUE  
LICENSE OFFICES BUREAU  
SEPTEMBER INVENTORY CHARGES  
OFFICE ABBREV: HARRI AUDITOR: BUTLER C

DATE 09/30/22  
PAGE 1

BEGINNING ITEM	ENDING ITEM	QTY	ISSUE PRICE	INVOICE NO	RESPONSE***** OTHER DID (I.E.,MISSING)
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CHARGES FOR ITEMS NOT ACCOUNTED FOR: \$0.00

INSTRUCTIONS: CHECK THIS REPORT FOR ACCURACY. NOTIFY THE LICENSE OFFICERS BUREAU IN WRITING OF ANY DISCREPANCIES.



JEFFERSON COUNTY TAX RECEIPT  
2020 PERSONAL PROPERTY

11/21/2022 05:09 PM

ACCOUNT #: 631515

RECEIPT#: 2020102541

MICHELLE WORTH, COLLECTOR

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

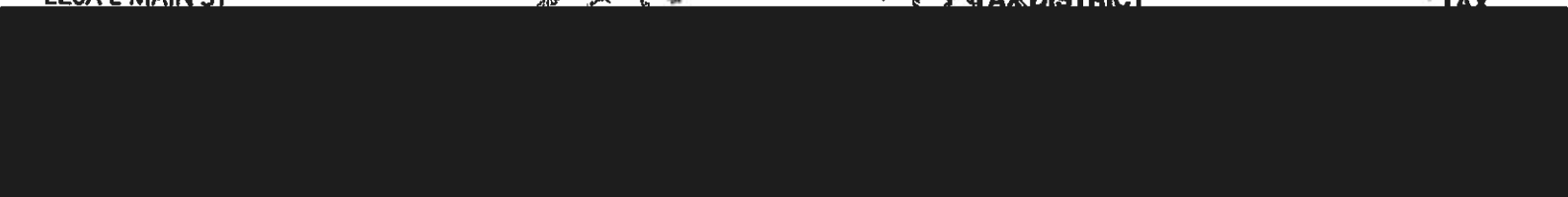
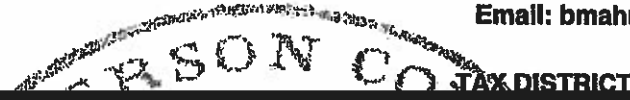
PHONE: (636) 797-5406

Email: [bmahn@jeffcomo.org](mailto:bmahn@jeffcomo.org)

TOTAL VALUATION:

8630

SCHMIDT, PAUL R  
220A E MAIN ST



PROPERTY ID	DESCRIPTION	QUANTITY	UNIT VALUE	TAX DISTRICT	TAX
007585	1998 UTILITY TRAILER 21FT TRAILER 21FT	1	80		
491070	2017 TOYOTA TUNDRA SR DOUBLE CAB 4WD	1	8,040		
Total Value:			8,630		
	JEFFERSON SCHOOL				396.68
	JOACHIM-PLATTIN AMB				13.12
	MENTAL HEALTH TAX				7.85
	PARK TAX				2.36
	ROAD & BRIDGE TAX				20.75
	STATE TAX				2.59
	<b>TOTAL TAXES</b>				<b>540.99</b>
	<b>TOTAL PAID</b>				<b>540.99</b>

**PAID**

Validated By

MICHELLE WORTH, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 12/31/2020 STATEMENT TOTAL: 540.99 TOTAL PAID: 540.99 RECEIPT#: 2020102541

**PERSONAL PROPERTY**

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2020 Jefferson County Personal Property Tax Receipt  
I, MICHELLE WORTH, Collector of Jefferson County, MO  
do hereby certify that 631515

SCHMIDT, PAUL R  
220A E MAIN ST  
FESTUS, MO 63028

Has Paid Personal Taxes For The Year 2020 On The Following  
Vehicles Described Below:

**JEFFERSON COUNTY TAX RECEIPT  
2021 PERSONAL PROPERTY**

12/31/2021 09:34 PM

**ACCOUNT #: 631515**

**RECEIPT#: 2021101217**

**MICHELLE WORTH, COLLECTOR**

729 MAPLE ST., STE 36

HILLSBORO, MO 63050

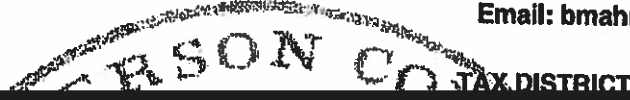
PHONE: (636) 797-5406

Email: [bmahn@jeffcom.org](mailto:bmahn@jeffcom.org)

TOTAL VALUATION:

10081

SCHMIDT, PAUL R  
220A E MAIN ST



TAX DISTRICT TAX

000000	GRIZZLY (GREEN) 348	1	35	JOACHIM-PLATTIN AMB	13.74
000000	Q - Deer	1	16	MENTAL HEALTH TAX	8.64
007585	S - Horses	2	50	PARK TAX	2.58
491070	1998 UTILITY TRL21FT TRAILER 21FT	1	9,350	ROAD & BRIDGE TAX	22.76
	2017 TOYOTA TUNDRA SR DOUBLE CAB 4WD	1		STATE TAX	3.02
	<b>Total Value:</b>		<b>10,081</b>	<b>TOTAL TAXES</b>	<b>612.82</b>
				<b>TOTAL PAID</b>	<b>612.82</b>



**PAID**

Validated By

MICHELLE WORTH, Jefferson County Collector

Kristy Apprill, Jefferson County Auditor

DATE: 12/31/2021 STATEMENT TOTAL: 612.82 TOTAL PAID: 612.82 RECEIPT#: 2021101217

**PERSONAL PROPERTY**

This card is for your convenience in licensing your vehicles. Please cut or tear it out, place it in your wallet, and take it with you to the License Bureau.

2021 Jefferson County Personal Property Tax Receipt  
I, MICHELLE WORTH, Collector of Jefferson County, MO  
do hereby certify that 631515

SCHMIDT, PAUL R  
220A E MAIN ST  
FESTUS, MO 63028

Has Paid Personal Taxes For The Year 2021 On The Following  
Vehicles Described Below:





# 2019 - Personal Property

TAX ID#: 18-350427-0

BARK00032

Year	Property Desc.	Value	Rate	Tax
2006	FORD TRUCK F150 SUPERCREW-V8	2,330	111.69	
2011	CHEVROLET TRUCK EQUINOX UTIL	2,100	100.66	

Tax Authority	Levy per \$100	Total Tax
STATE OF MISSOURI		1.33
COUNTY FUND		8.30
HEALTH FUND		4.43
AMBULANCE FUND		6.65
R5 SCHOOL		171.79
CENTER TOWNSHIP		4.43
CENTER TOWNSHIP ROAD		15.42
<b>Base Tax:</b>		<b>212.35</b>
<b>Interest and Fees:</b>		<b>0.01</b>
<b>Previous Payments:</b>		<b>212.36</b>
<b>Total Due:</b>		<b>0.00</b>

TOTAL VALUATION: 4,430

**PAID**  
Keep this portion  
for your records

**VALIDATED BY Brent Banes  
VERNON COUNTY COLLECTOR**

Receipt #: 1022391      Payment Date: 12/30/2019      Paid By: Converted Record  
Amount Paid: 212.36      Tender Type: CHECK      Notes: Converted Record

2019 VERNON COUNTY Personal Property Receipt  
I, Brent Banes, Collector of VERNON COUNTY, MO do hereby certify that:  
BARKER, CODY & MORGAN  
16373 S 1338 RD  
NEVADA, MO 64772-9190  
Has paid Personal Property Taxes For the Year of 2019 On the Following Vehicles  
Described Below:

**Personal Property**

This card is for your convenience in licensing your vehicles. Please cut or tear it out and place it in your wallet to take with you to the License Bureau.

Year	Property Desc.	VIN #
2006	FORD TRUCK F150 SUPERCREW-V8 SUPER	
2011	CHEVROLET TRUCK EQUINOX UTILITY 4D	

# 2020 - Personal Property

TAX ID#: 18-350427-0

BARK00032

Year	Property Desc.	Value	Rate	Tax
2001	DODGE RAM 2500	2,400	116.41	
2011	CHEVROLET EQUINOX	1,830	88.76	
2012	GULF STREAM 30'	1,770	85.85	

Tax Authority	Levy per \$100	Total Tax
STATE OF MISSOURI		1.80
COUNTY FUND		11.07
HEALTH FUND		6.00
AMBULANCE FUND		9.00
R5 SCHOOL		236.16
CENTER TOWNSHIP		6.00
CENTER TOWNSHIP ROAD		21.00
Late Assessment Penalty		65.00

TOTAL VALUATION: 6,000

# PAID

Keep this portion  
for your records

Base Tax:	356.03
Interest and Fees:	0.00
Previous Payments:	356.03

Total Due: 0.00

**VALIDATED BY Brent Banes  
VERNON COUNTY COLLECTOR**

Receipt #: 202004448  
Amount Paid: 356.03

Payment Date: 12/14/2020  
Tender Type: CASH

Paid By: BARKER, CODY & MORGAN  
Notes:

### Personal Property

This card is for your convenience in licensing your vehicles. Please cut or tear it out and place it in your wallet to take with you to the License Bureau.

2020 VERNON COUNTY Personal Property Receipt  
I, Brent Banes, Collector of VERNON COUNTY, MO do hereby certify that:  
BARKER, CODY & MORGAN  
16373 S 1338 RD  
NEVADA, MO 64772-8180  
Has paid Personal Property Taxes For the Year of 2020 On the Following Vehicles  
Described Below:

Year	Property Desc.	VIN #
2001	DODGE RAM 2500	
2011	CHEVROLET EQUINOX	
2012	GULF STREAM 30'	

To Whom It May Concern:

I wanted to give some insight on my 2021 Personal Property taxes. We lost my father-in-law in August 2020. At the time, he owned a 1999 HD with no TOD listed on the title. His wife, my husband stepmom, filed for a title with a 2305 Affidavit to Establish Title to Exempt Property and added my husband, Cody Barker, to the title with her. She has since signed the title over to

on my 2022. If you have any other questions, please don't hesitate to reach out.

Thanks

A handwritten signature in black ink that reads "Morgan Barker". The signature is written in a cursive, slightly slanted style.

Morgan Barker

# 2021 - Personal Property

TAX ID#: 17-410018-0

BARK00032

Year	Property Desc.	Assessed Value	Market Value
2012	CHEVROLET TRUCK SILVERADO 2500	8,620	474.75
2014	CHEVROLET TRUCK SUBURBAN UTILITY	5,140	283.09
2012	GULF STREAM CAMPUP 30' 30'	1,970	108.50
1992	SUZUKI MOTOR GASOLINE 55HP 5	50	2.75
1997	BASS BT16' BOAT 16'	30	1.65
1997	BOAT TRL20 TRAILER 20' B&H	10	0.55

TOTAL VALUATION: 18,820

**PAID**  
Keep this portion  
for your records

Tax Authority	Levy per \$100	Total Tax
STATE OF MISSOURI	0.000000	4.75
COUNTY FUND	0.000000	28.78
HEALTH FUND	0.000000	15.66
AMBULANCE FUND	0.000000	23.48
R5 SCHOOL	0.000000	700.12
DEERFIELD TOWNSHIP	0.000000	14.51
DEERFIELD TOWNSHIP ROAD	0.000000	52.35
DEERFIELD SPECIAL ROAD	0.000000	31.64

Base Tax:	871.29
Interest and Fees:	0.00
Previous Payments:	871.29
<b>Total Due:</b>	<b>0.00</b>

**VALIDATED BY Brent Banes  
VERNON COUNTY COLLECTOR**

Receipt #: 202114980  
Amount Paid: 871.29

Payment Date: 12/17/2021  
Tender Type: MISC

Paid By: COC Payment  
Notes: COC #: 2021002319 -

## Personal Property

This card is for your convenience in licensing your vehicles. Please cut or tear it out and place it in your wallet to take with you to the License Bureau.

2021 VERNON COUNTY Personal Property Receipt  
I, Brent Banes, Collector of VERNON COUNTY, MO do hereby certify that:  
BARKER, CODY & MORGAN  
12358 E OSAGE NATION RD  
NEVADA, MO 64772-7221  
Has paid Personal Property Taxes For the Year of 2021 On the Following Vehicles Described Below:

Year	Property Desc.	VIN #
2012	CHEVROLET TRUCK SILVERADO 2500 H	
2014	CHEVROLET TRUCK SUBURBAN UTILITY K1	
2012	GULF STREAM CAMPUP 30' 30'	
1992	SUZUKI MOTOR GASOLINE 55HP 55	
1997	BASS BT16' BOAT 16'	
1997	BOAT TRL20 TRAILER 20' B&H	

# 2021 - Personal Property

TAX ID#: 17-410018-0

BARK00032

Year	Description	Value	Rate	Tax
2012	CHEVROLET TRUCK SILVERADO 2500 HD	8,620	4.75	407.45
2014	CHEVROLET TRUCK SUBURBAN UTILITY	5,140	283.09	1,455.29
2012	GULF STREAM CAMPUP 30' 30'	1,970	108.50	213.84
1999	HARLEY-DAVIDSON MC 1340CC FLHTC	20	1.10	2.20
1992	SUZUKI MOTOR GASOLINE 55HP 55	50	2.75	1.38
1997	BASS BT16' BOAT 16'	30	1.65	0.50
1997	BOAT TRL20 TRAILER 20' B&H	10	0.55	0.55

Tax Authority	Levy per \$100	Total Tax
STATE OF MISSOURI	0.05	4.75
COUNTY FUND	0.50	20.83
HEALTH FUND	0.08	15.68
AMBULANCE FUND	0.15	23.51
R5 SCHOOL	35.00	701.00
DEERFIELD TOWNSHIP	0.10	14.53
DEERFIELD TOWNSHIP ROAD	1.00	52.41
DEERFIELD SPECIAL ROAD	0.60	31.68

TOTAL VALUATION: 15,840

**PAID**  
Keep this portion  
for your records

Base Tax:	872.39
Interest and Fees:	0.32
Previous Payments:	872.71
<b>Total Due:</b>	<b>0.00</b>

**VALIDATED BY Brent Banes  
VERNON COUNTY COLLECTOR**

Receipt #: 15501      Payment Date: 12/20/2022      Paid By: COC Payment  
Amount Paid: 872.71      Tender Type: CREDIT CARD      Notes:

**Personal Property**

This card is for your convenience in licensing your vehicles. Please cut or tear it out and place it in your wallet to take with you to the License Bureau.

2021 VERNON COUNTY Personal Property Receipt  
I, Brent Banes, Collector of VERNON COUNTY, MO do hereby certify that:  
BARKER, CODY & MORGAN  
12358 E OSAGE NATION RD  
NEVADA, MO 64772-7221  
Has paid Personal Property Taxes For the Year of 2021 On the Following Vehicles  
Described Below:

Year	Property Desc.	VIN #
2012	CHEVROLET TRUCK SILVERADO 2500 HD	[REDACTED]
2014	CHEVROLET TRUCK SUBURBAN UTILITY	[REDACTED]
2012	GULF STREAM CAMPUP 30' 30'	[REDACTED]
1999	HARLEY-DAVIDSON MC 1340CC FLHTC ELE	[REDACTED]
1992	SUZUKI MOTOR GASOLINE 55HP 55	[REDACTED]
1997	BASS BT16' BOAT 16'	[REDACTED]
1997	BOAT TRL20 TRAILER 20' B&H	[REDACTED]