



Board of Alderman Request for Action

MEETING DATE: 3/1/2022

DEPARTMENT: Public Works

AGENDA ITEM: Approve Bill No. 2934-22 - Approving a Lease Amendment with United States of America – Emergency Ordinance Sponsored by Mayor Boley

RECOMMENDED ACTION:

A motion to approve Bill No. 2934-22, first and second reading by title only.

SUMMARY:

The City leases approximately 250 acres from the United States of America – US Army Corps of Engineers, also known as Smiths Fork Park. The lease includes certain improvements to the property. The City has had four amendments/supplemental agreements for improvements including the concession stand, irrigation, new road and gate including the electrical upgrades at the campground, and improvements to the Parks and Recreation office.

The Main Street Trail runs along the south side of the leased property and needs to be added to the improvements made by the City. The Main Street Trail Project is complete. The agreement formalizes the approval of the City's usage of the property of the United States for the trail.

PREVIOUS ACTION:

The Board has approved four previous amendments for improvements to the property. The Trail project is complete.

POLICY ISSUE:

Facility / Infrastructure Maintenance

Wellness and Healthy living

Improving Trails and Walkability

FINANCIAL CONSIDERATIONS:

The City received a grant for a portion of the cost of construction of the Main Street Trail. The City has agreed with the Missouri DNR to maintain the Main Street Trail for 25 years. Approval of Ordinance only acknowledges the City's usage of the property, there is no additional financial obligation with this agreement.

ATTACHMENTS:

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☐ Minutes

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SMITHVILLE, MISSOURI, AND THE UNITED STATES OF AMERICA REGARDING THE SUPPLEMENTAL AGREEMENT NO. 5 TO LEASE NO. DACW41-1-91-123 FOR THE CONSTRUCTION OF A MULTI-USE TRAIL SYSTEM.

WHEREAS, Section 70.220 R.S.Mo. states in part "*Political subdivisions may cooperate with . . . the United States . . . may contract and cooperate with . . . with a duly authorized agency of the United States, . . . for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision.*

WHEREAS the City of Smithville as the Lessee has previously entered Lease No. DACW41-1-91-123 with the United States, for public park and recreational and/or fish and wildlife purposes for a term of Fifty (50) years, beginning February 25, 1998, and ending February 24, 2048.

WHEREAS the City of Smithville and The United States of America have modified Lease No. DACW41-1-91-123 four times. (1) For a small concession stand: (2) For the installation of sprinkler system: (3) For the construction, operation, and maintenance of a new road with access gate and parking area and upgrading the electrical system; and (4) For interior improvements to the current Parks and Recreation office.

WHEREAS the City has asked for an additional fifth (5th) modification to the lease for the Construction of a multi-use trail system in the existing leased park area to tie in the downtown business district and to the existing trail system. The form of said proposed agreement, attached hereto as **Ordinance Exhibit A** is incorporated herein by reference.

WHEREAS the Secretary of the Army acting for and on behalf of the United States of America has agreed to said requested modification.

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

Pursuant to the authority of Section 70.220 R.S.Mo., the Mayor is authorized and directed to sign and execute on behalf of the City of Smithville SUPPLEMENTAL AGREEMENT NO. 5 To LEASE NO. DACW41-1-91-123 in the form of **Ordinance Exhibit A** attached hereto.

PASSED THIS 1st DAY OF MARCH 2022.

DAMIEN BOLEY, MAYOR

ATTEST:

LINDA DRUMMOND, CITY CLERK

1st reading 03/01/2022

2nd reading 03/01/2022

SUPPLEMENTAL AGREEMENT NO. 5

To

LEASE NO. DACW41-1-91-123

For Public Park and Recreational and/or Fish and Wildlife Purposes
Smithville Lake
Clay County, Missouri

WHEREAS, the Secretary of the Army acting for and in behalf of the United States of America, hereafter referred to as the Secretary, did grant **Lease No. DACW41-1-91-123** to the **City of Smithville, 107 West Main St., Smithville, Missouri 64089**, hereafter referred to as the Lessee, for public park and recreational and/or fish and wildlife purposes for a term of Fifty (50) years, beginning February 25, 1998 and ending February 24, 2048, and;

WHEREAS, Supplemental Agreement No. 1 authorized the addition of a small concession stand as indicated in Exhibit "F"; and

WHEREAS, Supplemental Agreement No. 2 authorized the installation of sprinkler system and regarding of a field as indicated in Exhibit "G"; and

WHEREAS, Supplemental Agreement No. 3 authorized the construction, operation, and maintenance of a new road with access gate and parking area in existing leased area as shown in Exhibit "H" and upgrading the electrical system as shown in Exhibit "I"; and

WHEREAS, Supplemental Agreement No. 4 authorized interior improvements to the current Parks and Recreation office as shown in Exhibit "J"; and

WHEREAS, a request has been submitted to authorize the construction of a multi-use trail system in an existing leased park area to tie in the downtown business district to the existing trail system.

NOW THEREFORE, it is mutually agreed to by both parties to amend Lease DACW41-1-91-123, in the following particulars, but no others, effective upon execution by both parties:

Add the following paragraph(s) to paragraph 34. SPECIAL CONDITIONS:

- a. Construction of a multi-use trail system in an existing leased park area to tie in the downtown business district to the existing trail system as shown in Exhibit "K", the construction in accordance with the engineered stamped plans as shown in Exhibit "L" is authorized.

Add the following paragraph 35. **EXECUTIVE ORDER 13658 – MINIMUM WAGE**

Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee and any reference to “contract” shall refer to the Easement.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the

event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made,

contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

Add the following paragraph 36. **EXECUTIVE ORDER 13706 – SICK LEAVE**

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

(a) *Executive Order 13706.* This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) *Paid Sick Leave.* (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) *Withholding.* The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) *Contract Suspension/Contract Termination/Contractor Debarment.* In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to

proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) *Recordkeeping.* (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of

the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) *Certification of Eligibility.* (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) *Interference/Discrimination.* (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) *Waiver.* Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) *Notice.* The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) *Disputes concerning labor standards.* Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Add Exhibit "K", Map.

Add Exhibit "L", Engineered Stamped Plans.

All other conditions remain the same.

This Supplemental Agreement No. 5 to Lease No. DACW41-1-91-123 is not subject to Title 10, U.S.C., Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 20__.

Matt W. Bosky
Chief, Management & Disposal Branch
Real Estate Contracting Officer

This Supplemental Agreement No. 5 to Lease DACW41-1-91-123, is also executed by the Lessee this _____ day of _____, 20__.

City of Smithville

Signature

Printed Name

Title

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____(Title) of **City of Smithville**, that
_____(signator of outgrant) who signed the foregoing
instrument on behalf of the grantee was then _____(title of signator
of outgrant) of **City of Smithville**. I further certify that the said officer was acting within
the scope of powers delegated to this governing body of the grantee in executing said
instrument.

City of Smithville

Date

Clerk or Appropriate Official




AFFIX SEAL



 SM_OUTGRANTS selection
 Tracts selection



SMITHVILLE LAKE
CLAY COUNTY, MISSOURI
CITY OF SMITHVILLE
DACW41-1-91-123
TRACT NO: 156, 114, 115, 116-1,
116-2, 119, 120 S: 24, T: 53N,
R: 33W
1.5 ACRES

<p style="text-align: center;">HORIZONTAL CONTROL VERTICAL CONTROL</p> <p style="text-align: center; font-size: small;">See Sheet Number 4</p>	<p style="text-align: center; font-size: 1.2em;">CITY OF SMITHVILLE CLAY COUNTY, MISSOURI E MAIN STREET /MO STATE HIGHWAY DD SMITHVILLE SIDEWALKS</p>														
<p>UTILITY CONTACT NUMBERS</p> <p>UTILITIES</p> <p>WATER - CITY OF SMITHVILLE (816) 332-0577 SEWER - CITY OF SMITHVILLE (816) 332-0577 POWER - KCP&L NATURAL GAS - SPIRE CABLE - CHARTER COMMUNICATIONS (888) 725-0919 TELEPHONE - SBC COMMUNICATIONS (817) 255-0843 FIBER - BLUEBIRD</p>	<p>CONVENTIONAL SYMBOLS USED IN PLANS</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>— PAVEMENT</p> <p>— OPEN-GRADED PAVEMENT</p> <p>— SIDEWALK</p> <p>— COMMUNICATION LINE</p> <p>— WATER LINE</p> <p>— SEWAGE LINE</p> <p>— STORM SEWER LINE</p> <p>— LIGHT POLE</p> <p>— POLE</p> <p>— UTILITY POLE</p> <p>— GUY ANCHOR</p> <p>— SIGN</p> <p>— COMMUNICATION BOX</p> <p>— POWER BOX</p> <p>— UTILITY VALVE</p> <p>— WATER VALVE</p> <p>— FIRE HYDRANT</p> <p>— STORM MANHOLE</p> <p>— SURVEY MONUMENT</p> <p>— CONTROL POINT</p> <p>— ELEVATION MARK</p> </div> <div style="width: 45%;"> <p>— FENCE</p> <p>— OPEN-GRADED PAVEMENT</p> <p>— SIDEWALK</p> <p>— COMMUNICATION LINE</p> <p>— WATER LINE</p> <p>— SEWAGE LINE</p> <p>— STORM SEWER LINE</p> <p>— LIGHT POLE</p> <p>— POLE</p> <p>— UTILITY POLE</p> <p>— GUY ANCHOR</p> <p>— SIGN</p> <p>— COMMUNICATION BOX</p> <p>— POWER BOX</p> <p>— UTILITY VALVE</p> <p>— WATER VALVE</p> <p>— FIRE HYDRANT</p> <p>— STORM MANHOLE</p> <p>— SURVEY MONUMENT</p> <p>— CONTROL POINT</p> <p>— ELEVATION MARK</p> </div> </div>														
															
<p>PRELIMINARY PLANS NOT FOR CONSTRUCTION SEPTEMBER 3, 2019</p>															
<p>OWNER The City of Smithville, Missouri 107 West Main Street Smithville, MO 65750</p> <p>ENGINEER CFS Engineers 1421 E. 10th Street Smithville, MO 65750 Attn: Richard Fricker</p>															
<p>INDEX OF SHEETS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>SHEET NUMBER</th> </tr> </thead> <tbody> <tr> <td>TITLE SHEET</td> <td>1</td> </tr> <tr> <td>GENERAL NOTES AND QUANTITIES</td> <td>2</td> </tr> <tr> <td>HORIZONTAL AND VERTICAL CONTROL</td> <td>3</td> </tr> <tr> <td>PROFILES</td> <td>4</td> </tr> <tr> <td>PLAN, SECTIONS & PROFILES</td> <td>5-27</td> </tr> <tr> <td>STORM SEWER PROFILES</td> <td>28-30</td> </tr> </tbody> </table>	DESCRIPTION	SHEET NUMBER	TITLE SHEET	1	GENERAL NOTES AND QUANTITIES	2	HORIZONTAL AND VERTICAL CONTROL	3	PROFILES	4	PLAN, SECTIONS & PROFILES	5-27	STORM SEWER PROFILES	28-30	<p>LENGTH OF PROJECT</p> <p>BEGINNING OF PROJECT STA. 10+00.00 END OF PROJECT STA. 36+29.83 APPARENT LENGTH 8,629.83 FEET</p> <p>ELEVATIONS AND EXCEPTIONS</p> <p>TOTAL CORRECTIONS 0.00 FEET NET LENGTH OF PROJECT 8,629.83 FEET CITY LENGTH 1.534 MILES</p> <p><small>* I HEREBY CERTIFY THAT THIS PROJECT HAS BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DESIGN CRITERIA OF THE CITY OF DESOTO, KANSAS, IN CURRENT USE, EXCEPT AS INDICATED BELOW. EXCEPTIONS:</small></p>
DESCRIPTION	SHEET NUMBER														
TITLE SHEET	1														
GENERAL NOTES AND QUANTITIES	2														
HORIZONTAL AND VERTICAL CONTROL	3														
PROFILES	4														
PLAN, SECTIONS & PROFILES	5-27														
STORM SEWER PROFILES	28-30														
<p>DATE: _____</p> <p>DESIGNED BY: _____</p> <p>ENGINEER: _____</p>	<p>CITY OF SMITHVILLE Clay County, Missouri</p> <p>EAST MAIN STREET PATH SOUTH COMMERCIAL AVE. TO LITTON WAY</p>														
<p>TITLE SHEET</p> <p>Sheet Number: _____ of 30</p>	<div style="display: flex; justify-content: space-between; align-items: center;">   </div>														

GENERAL NOTES FOR CONSTRUCTION DOCUMENTS
STREET AND STORM SEWER

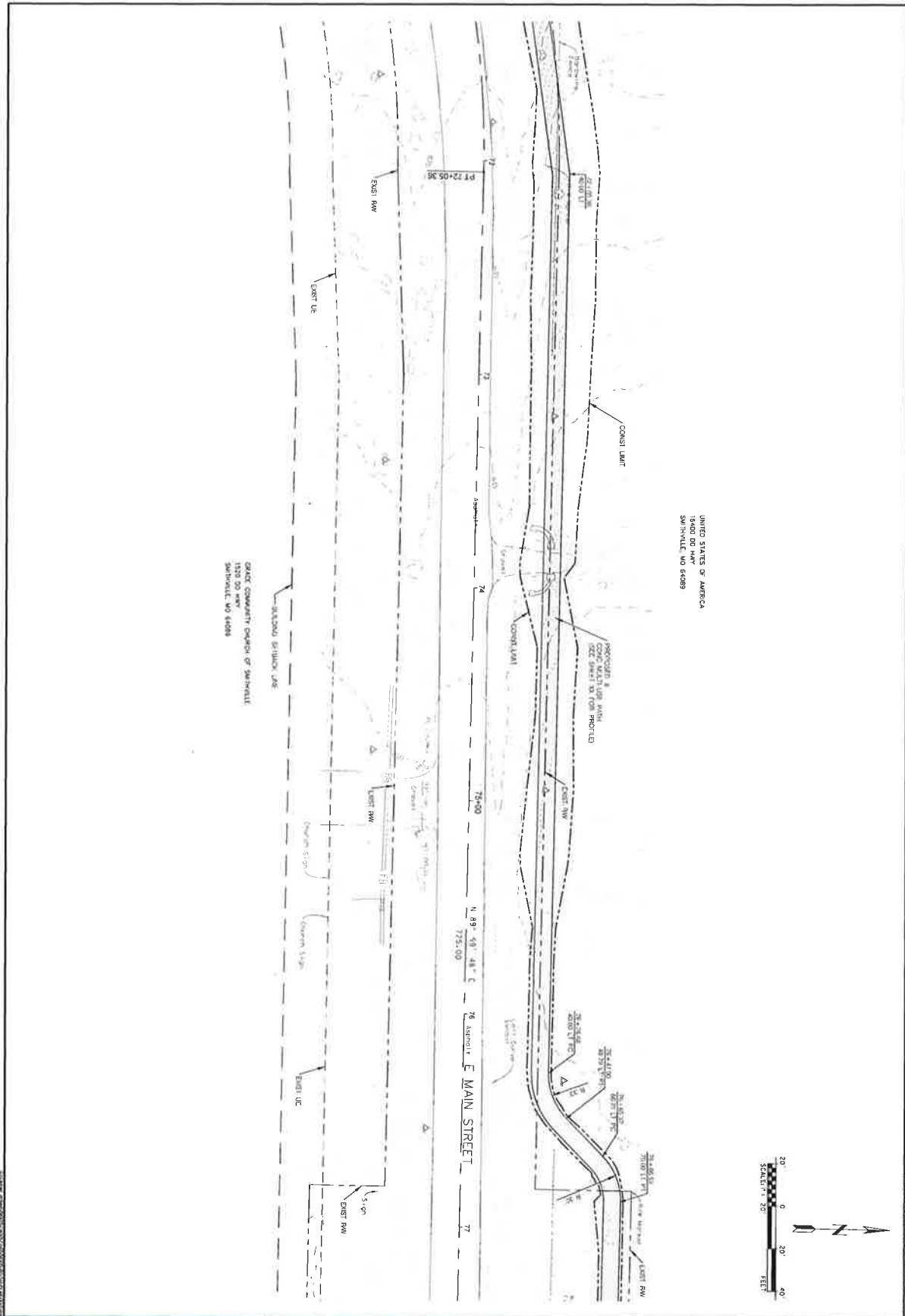
- The specifications for this project regarding street & storm sewer shall be current American Public Works Association, Kansas City Chapter standard specifications. In addition, the Missouri Department of Transportation Road and Bridge Specifications, Latest Edition, shall govern for all items or work shown on these plans that are not addressed by the APWA Specifications.
- The contractor shall call 1-800-DIG-SAFE prior to project excavation.
- All utility information shown herein is based on the information available to the engineer at the time of design. Contractor shall be responsible for verifying locations and depth of utilities prior to construction. The contractor shall promptly, and before such conditions are disturbed, notify the engineer if the conditions on the site differ from those shown on the plans.
- The contractor shall have all utilities located by the respective utility owners prior to any or-ele excavation. Key locations as noted shall be located vertically/horizontally by utility owners and/or utility owners shall be present onsite for location prior to excavation. Contractor shall coordinate any utility conflicts with the respective utility company. Required releases will be paid by the contractor.
- The contractor shall protect existing utilities at all times. Relocation of existing utilities by contractor must be coordinated with and approved by the utility owner, the city, and the engineer.
- The contractor shall maintain drainage during construction and is responsible for any dewatering necessary for construction. Dewatering shall be subsidiary to other bid items.
- The contractor shall give notice to the city, police and utility departments 48 hours in advance of beginning construction work on any existing street. No excavation shall be left unattended and unprotected. Contractor is responsible for all traffic control and signage required.
- Throughout construction, the contractor shall provide and maintain traffic control devices in accordance with the Manual Uniform Traffic Control Devices (MUTCD) and the traffic control plans. The contractor shall inspect the traffic controls a minimum of twice weekly.
- All clearing & grubbing and *Removal of Existing Structures shall include clearing of trees, stumps, brush, fences, posts, mailboxes, signs, existing asphalt & concrete and other existing surface features as necessary by the contractor to perform the work as shown on the plans.
- All debris and waste material resulting from the project not designated for use on the project shall be disposed of by the contractor or site in accordance with current City of Smithville, Missouri regulations. Disposal of debris shall be subsidiary to items in the contract.
- Where proposed sidewalk or drive removals noted on the plans existing sidewalk or drive shall be removed to the nearest joint from the location shown on the plans.
- All saw cuts necessary to complete construction shall be full depth or as approved by the Engineer and shall not be paid for directly, but shall be subsidiary to other items of the contract.
- All sidewalks and trails shall be ADA accessible per APWA and City of Smithville Standards and Details.
- All spot elevations identified in the plans are edge of sidewalk or edge of pavement elevations unless otherwise noted.
- All excavation (including rock excavation) shall be unclassified and paid for in the bid item. Unclassified Excavation. No separate payments will be made for the hauling of material at any distance throughout the project but shall be included in the unit price for Unclassified Excavation.
- Excavation and embankment quantities are not adjusted by a volume multiplication factor. Off site borrow material if necessary, will not be paid for directly and is subsidiary to the bid item Embankment.
- Any subgrade upon which a paved surface is to be placed shall be compacted in accordance with APWA Standard Specifications.
- Permanent and Traffic Control signing materials and installation shall conform to MUTCD and Missouri Department of Transportation Standards Plans and Specifications. Permanent Signing shall include posts, hardware, and other items subsidiary to the bid item. Traffic Control signing shall be included in the bid item "Traffic Control" paid as lump sum at the contract price.
- All areas disturbed during construction shall be fertilized, seeded and mulched by the contractor in accordance with section 2400 of the American Public Works Association Standard Specifications, Latest Edition.
- The contractor shall control the erosion and siltation during construction, and shall keep the streets clean of mud and debris. The contractor's erosion control measures shall conform to the current erosion and sediment control specifications of the Kansas City Metropolitan Chapter of American Public Works Association, a copy of which shall be obtained and kept on site at all times. It shall be the contractor's responsibility to control erosion and prevent pollution for all work which they are directly involved.
- The Contractor shall be responsible for obtaining a Missouri General Permit for Stormwater Runoff from Construction Activities from the Missouri Department of Natural Resources and for maintaining and updating the Project Stormwater Pollution Prevention Plan.
- These plans are valid for a period of one year from the date of approval by the City of Smithville. After one year, plans will be re-submitted reflecting any changes to bring the plans into compliance with the most recent design standards.
- The Contractor is responsible for providing all testing as required by the City of Smithville and APWA Specifications.

SUMMARY OF QUANTITIES

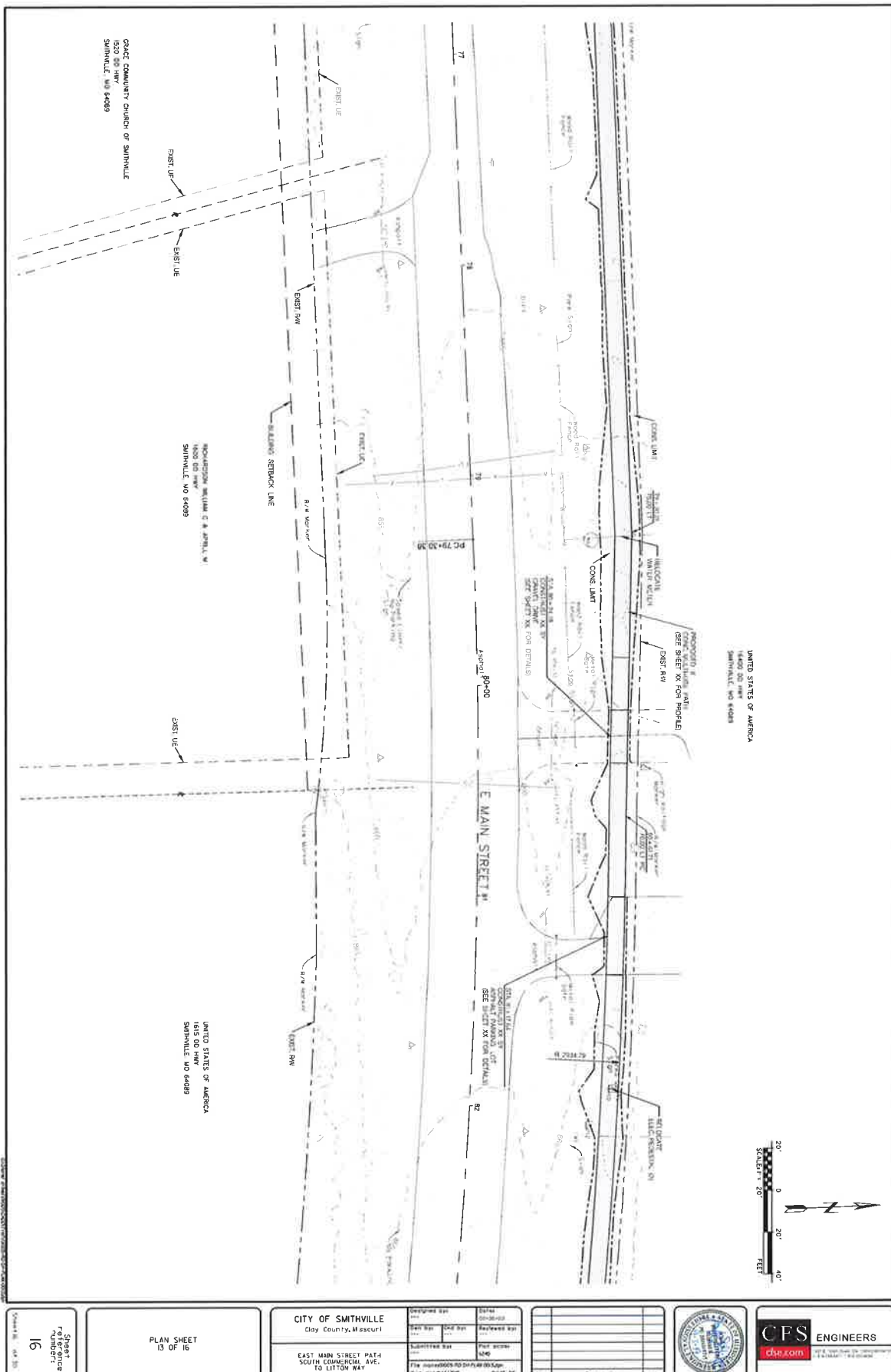
ITEM	QTY.	UNIT
GENERAL		
Mobilization	1	LS
Clearing & Grubbing	1	LS
Removal of Existing Structures	1	LS
Contractor Construction Staking	1	LS
Traffic Control	1	LS
Erosion Control and Seeding	1	LS
Chain Link Fence	70	LF
Retaining Walls	1	LS
GRADING		
Unclassified Excavation	2,000	CY
Embankment	5,000	CY
CURBS, PAVING & SIDEWALKS		
Curb and Gutter Type CG-1	1,977	LF
Concrete Sidewalk	7,685	SY
ADA Ramps	15	Each
Concrete Driveway	312	SY
Integral Sidewalk Curb	575	LF
2" Type 3 Asphaltic Concrete Surface	330	CY
Concrete Base at Curb Face	37	CY
DRAINAGE		
12" HDPE Storm Sewer	183	LF
15" HDPE Storm Sewer	241	LF
18" HDPE Storm Sewer	230	LF
24" HDPE Storm Sewer	80	LF
36" HDPE Storm Sewer	239	LF
48" HDPE Storm Sewer	6	LF
15" RCP Storm Sewer	80	LF
12" HDPE End Section	4	Each
15" HDPE End Section	3	Each
24" HDPE End Section	2	Each
6" x 4" RCB Extension	12	LF
4" X4" Area Inlet	5	Each
5" X5" Area Inlet	3	Each
4" X4" Junction Box	1	Each
5" X5" Junction Box	1	Each
5" X5" Field Inlet	1	Each
Nyoblast 2' X2' X15" Curb Inlet	5	Each
Pipe Collar	6	Each

Supplemental Agreement #5
Lease No. DACW41-1-91-123

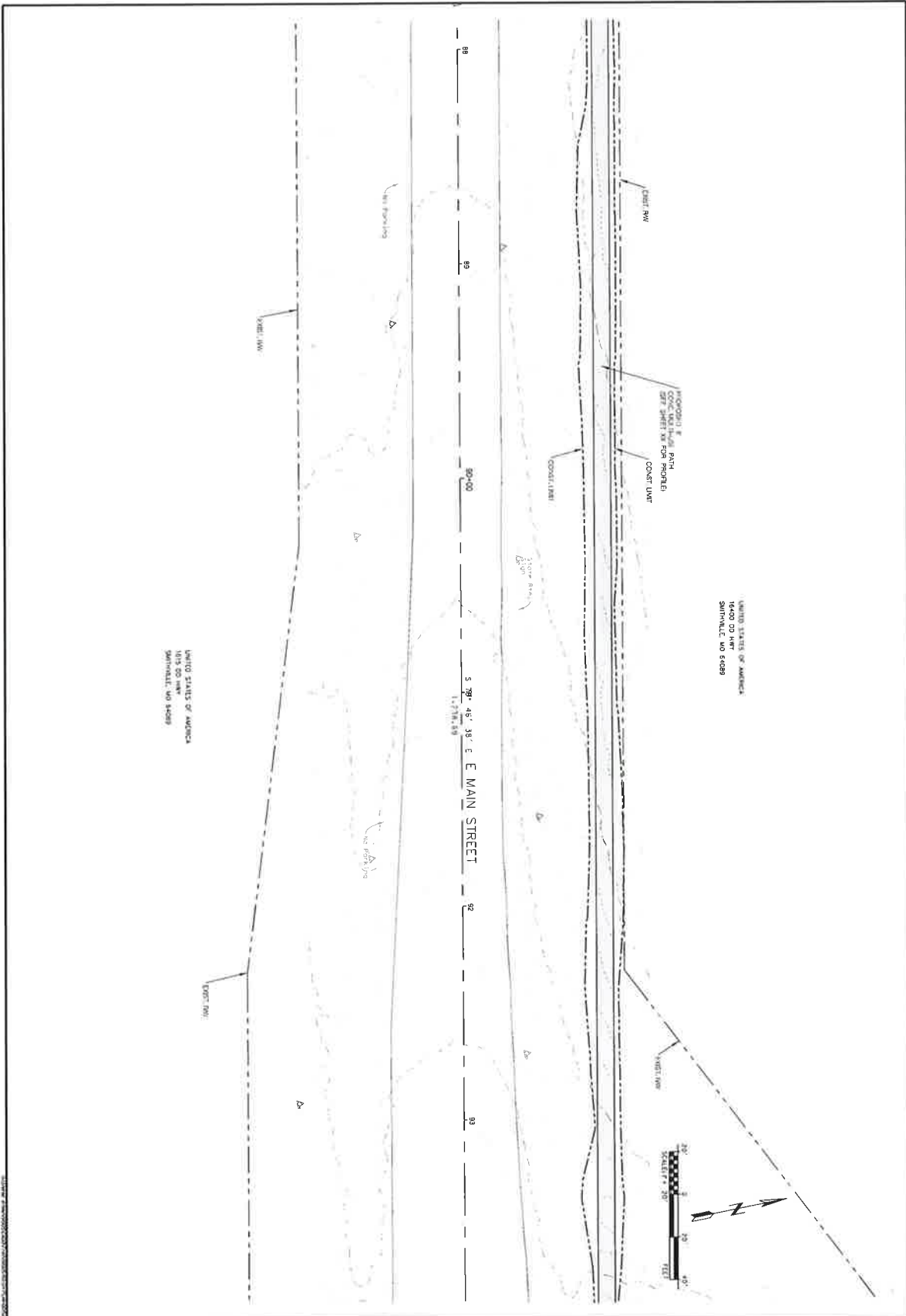




Supplemental Agreement #5
Lease No. DACW41-1-91-123



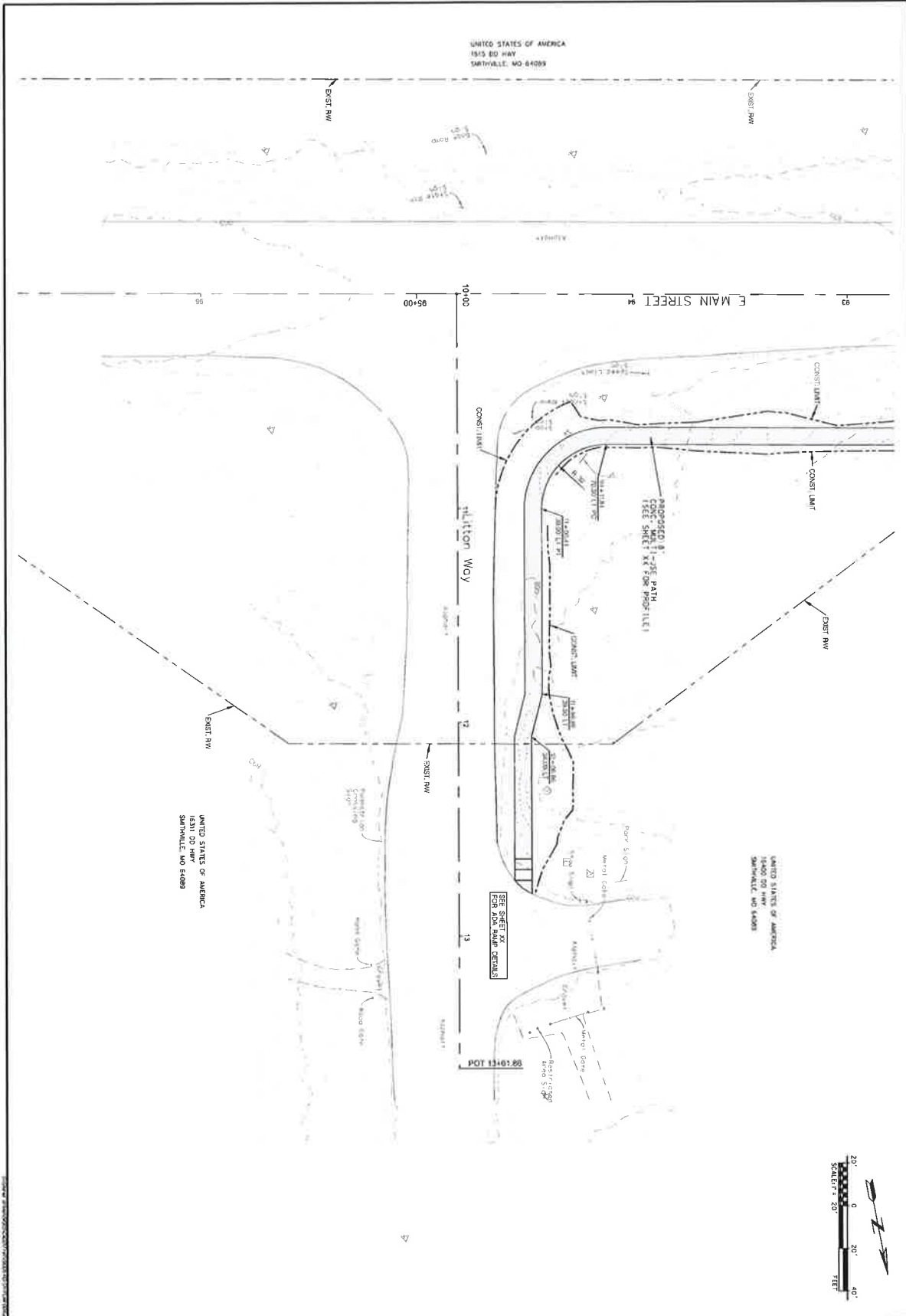




Supplemental Agreement #5
Lease No. DACW41-1-91-123

Exhibit "L"
Page 7 of 8

Sheet reference number: 18	PLAN SHEET 15 OF 16	CITY OF SMITHVILLE Clay County, Missouri EAST MAIN STREET PATH SOUTH COMMERCIAL AVE. TO LITTON WAY	Designed By: J. J.	Drawn By: J. J.	Reviewed By: J. J.
			Submitted By: J. J.	Field Notes: J. J.	Scale: 1" = 40'
File name: 000000-SMITHVILLE-000000 Plot date: 6/1/2005			Date: 6/1/2005		
City of Smithville Seal			CFS ENGINEERS cfs.com		



Supplemental Agreement #5
Lease No. DACW41-1-91-123

SHEET NUMBER 19	PLAN SHEET 16 OF 16	CITY OF SMITHVILLE Clay County, Missouri EAST MAIN STREET PATH SOUTH COMMERCIAL AVE. TO LITTON WAY	Prepared by ...	Date ...		
			Checked by ...	Date ...		
File name: 2005-10-21 PLAN 0000.dgn Plot on: 6/4/2009			Scale: 1" = 20'			