The City of Lee's Summit

Final Agenda

Legislative and Intergovernmental Relations Committee

Monday, October 22, 2018 6:00 PM City Council Committee Room City Hall 220 SE Green Street Lee's Summit, MO 64063

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Approval of Action Letter
 - A. 2018-2345 Draft Action Letter from Legislative Intergovernmental Relations Committee November 7, 2017
- 5. Public Comments
- 6. Items for Discussion
 - A. 2018-2347 Review Lobbyist contract
 - B. 2018-2346 Legislative Priorities
 - C. 2018-1919 Rapid Response Team
 - D. 2018-2367 Intergovernmental Relations
- 7. Roundtable
- 8. Adjournment

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File #: 2018-2345, Version: 1

Draft Action Letter from Legislative Intergovernmental Relations Committee November 7, 2017



The City of Lee's Summit

Action Letter - Draft

Legislative and Intergovernmental Relations Committee

Tuesday, November 7, 2017 6:30 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063

1. CALL TO ORDER

Councilmember Edson called the meeting to order at 6:50 p.m.

2. ROLL CALL

Present:	3 -	Vice Chair Craig Faith
		Chairperson Phyllis Edson
		Mayor Randy Rhoads
		Mayor Randy Rhoads

Absent: 1 - Councilmember Dave Mosby

Staff in attendance: Brian Head Jina Bellamy

3. APPROVAL OF AGENDA

Councilmember Faith made a motion to approve the agenda as written. The motion was seconded by Mayor Rhoads. All were in favor. The motion passed with a vote of 3-0, Councilmember Mosby absent.

- Present: 4 Vice Chair Craig Faith Chairperson Phyllis Edson Alternate Trish Carlyle Mayor Randy Rhoads
- Absent: 1 Councilmember Dave Mosby

4. APPROVAL OF ACTION LETTER

A. <u>2017-1533</u> Approval of Action Letter for the September 6, 2017 Legislative and Intergovernmental Realtions Committee meeting.

Councilmember Faith made a motion to approve the September 6, 2017 Action Letter. The motion was seconded by Mayor Rhoads. All were in favor and the motion passed 3-0, Councilmember Mosby absent.

5. PUBLIC COMMENTS

There were no Public Comments.

Action Letter - Draft

November 7, 2017

6. ITEMS FOR DISCUSSION

A. 2017-1476 Legislative Priorities

City Attorney Brian Head handed out the draft 2018 State Intergovernmental Program which incorporated their suggestions from the meeting in September for review and discussion. The only change made was to the title which will now be "Legislative Intergovernmenal Program".

Councilmember Faith made a motion to approve the program with the change in the title and forward it on to the City Council. The motion was seconded by Mayor Rhoads. All were in favor. The motion passed with a vote of 3-0, Councilmember Mosby absent.

B. 2017-1534 Lobbyist RFQ Review and Selection

The Committee reviewed the 11 companies that responded to the RFQ for Lobbying services. The Committee narrowed it down to three and made a final selection of The Britton Group.

Councilmember Faith made a motion to direct staff to negotiate a contract with the Britton Group for Lobbying services and present it to the City Council. The motion was seconded by Mayor Rhoads. All were in favor and the motion passed with a vote of 3-0, Councilmember Mosby absent.

7. ROUNDTABLE

Councilmember Edson stated that she will work with City Attorney Brian Head to determine a meeting date in January 2018.

8. ADJOURNMENT

Councilmember Edson adjourned the meeting at 7:37 p.m.

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File #: 2018-2347, Version: 1

Review Lobbyist contract

SERVICE AGREEMENT

This Agreement is entered into this 1St day of <u>Decembe</u> 2017, by and between the Britton Group, LLC ("Consultant"), and the City of Lee's Summit, Missouri, ("City") a municipal corporation.

WHEREAS, the General Assembly for the State of Missouri, through deliberations and legislative activities, formulates policies and laws that directly affect the public health, safety and welfare of the citizens of Lee's Summit, Missouri; and

WHEREAS, the Consultant has a unique combination of skills and experience that enables Consultant to understand the impact of the General Assembly's activities on the City, represent the City's interests before the General Assembly and its committees, and report on potential legislation to elected and administrative officials of the City; and

WHEREAS, the City has determined that it is in the public interest and will further the health, safety and welfare of the citizens of Lee's Summit, Missouri, to retain the Consultant's services as provided in this Agreement; and

WHEREAS, the Consultant represents that he has unique combination of skills and experience to perform the services as provided in this Agreement; and

WHEREAS, the City Manager, upon approval by the City Council and by virtue of the City Charter and the laws of the State of Missouri, is authorized to enter into this Agreement on behalf of the City.

NOW THEREFORE, by these presents, it is hereby agreed between the parties as follows:

- 1. <u>TERM.</u> This Agreement is effective beginning December 1, **26**(7 and continue to and until November 30, 2018. The term of this Agreement shall automatically be extended for two (2) additional one (1) year terms unless terminated as provided herein.
- 2. <u>SCOPE OF SERVICE</u>. Consultant shall provide legislative representation to the City for the including the following:

1. State Lobbying Services - General Requirements:

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- The general scope of work consists of the Firm performing all of the following services:
 - a. Provide a broad range of State lobbying services on behalf of the City before the Legislative and Executive branches of the Missouri State Government.
 - b. Assist in the formulation of a State policy agenda, working with the Mayor and Council and designated City department heads.
 - c. Represent the City's interests in the State budget process as well as identify, solicit, and lobby for Capital Bond Bills and grants.
 - d. Review and analyze on a continuing basis, all existing and proposed State of Missouri policies, programs, and legislation; identify issues that may impact the City; and provide prompt notification of issues to the City.
 - e. Based on policy direction provided by the City, develop and implement strategies to advance the City's legislative goals.

- f. In areas such as the environment and transportation, where State and Federal policy overlap, coordinate and collaborate with the City's contracted Federal lobbyist, as necessary.
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- 2. Communications:
 - a. Throughout the year and on a real time basis, inform the City of developments coming out of the Legislative and Executive branches of the State Government that impact Lee's Summit.
 - b. Be available in a timely manner in person, by telephone, or email to provide consultation and advice.
 - c. In response to City direction, act quickly on the City's behalf to rapidly changing developments in the State Government with impact on policy and legislative matters.
 - d. Represent the City on a year round basis, at Task Force/Work Group meetings, bill hearings, Committee meetings, and provide timely written notices and summaries to City staff.
 - e. Provide periodic, timely written reports that track the status of the City's legislative priorities and other legislation of interest on a weekly basis during the Legislative Session, and no less than quarterly at other times of the year, delineating the Firm's activities and actions for the City.
 - f. Provide two in-person reports to the City Council, at least one to occur during the legislative session.
 - g. Work with City staff to prepare written communications that convey the City's position on State legislative, policy, and intergovernmental issues.
 - h. Assist with the logistics related to City officials testifying at bill hearings.
- 3. <u>COMPENSATION</u>. In consideration for the Services provided under this Agreement, City shall pay Consultant in three (3) equal installments of \$3,000.00 each, after invoice, during the months of December, February and April. Total Compensation shall not exceed \$9,000.00 unless authorized by written amendment to this Agreement, duly executed and authorized by the parties.
- 4. <u>COMPLIANCE WITH LAWS / INSURANCE REQUIREMENTS</u>. Consultant shall comply with all applicable laws, rules and regulations relating to the Services provided under this Agreement, he define the comply with all lobby ist registration and reporting requirements. Consultant shall maintain at all times during the term of this Agreement, insurances coverages of the types and in the amounts described in Exhibit "A" hereto and incorporated herein by reference.
- 5. <u>ASSIGNMENT</u>. Neither party shall assign, subcontract or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other party.
- 6. <u>TERMINATION</u>. City may terminate this Agreement upon written notice to Consultant, effective five (5) calendar days from the date such notice is sent. Upon such termination, City shall be obligated to Consultant only for the Services provided up to the notice, with compensation prorated to the effective date of such notice. This right of termination shall be in addition to all other rights and remedies at law or in equity.
- 7. <u>INDEPENDENT CONTRACTOR</u>. Consultant agrees and understands that all Services to be provided under this Agreement shall be performed as an independent contractor and not as

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an employee or agent of the City. Consultant has no authority to act on behalf of City, other than as provided in this Agreement, and can in no way represent any such authority to third parties. City shall not exercise any supervision over Consultant other than consulting and advising on specific issues of interests and desired results. Consultant shall be solely responsible for determining the methods employed to achieve such results. Consultant agrees and understands that the Services provided under this Agreement do not entitle Consultant to service credit and/or benefits as an "employee" under the benefit plan of the City.

- 8. <u>CONFLICT OF INTEREST</u>. Consultant agrees that during the term of this Agreement, Consultant shall not undertake to perform or engage in any activities before or in relation to any state or federal legislature, regulatory agency or administrative agency, contrary to or in conflict with the express interests of the City.
- 9. <u>INDEMNIFICATION</u>. Consultant shall indemnify and hold harmless City from and against any and all losses, damages, claims, demands, suits, and liabilities (including court costs and reasonable attorney fees) that arise out of or result from the Consultant's failure to comply with the terms of this Agreement. Consultant agrees to defend City at City's request, against any such claim, demand, or suit or at City's sole option, reimburse City for its expenses (including court costs and reasonable attorney fees) of defending against any such liability, claim, demand or suit. City agrees to notify Consultant within a reasonable time of any written claims or demands against City for which Consultant is responsible under this clause.
- 10. <u>NOTICES</u>. Any notice or other communication provided under the terms of this Agreement shall be addressed to the respective parties as follows:
 - City: City of Lee's Summit City Manager 220 S.E. Green Street Lee's Summit, MO 64063
 - Consultant: James L. Durham 415 East High Street P. 0. Box 1708 Jefferson City, MO 65102
- 11. <u>SEVERABILITY</u>. If any of the provisions of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Consultant and City shall be construed and enforced accordingly.
- 12. <u>ENTIRE AGREEMENT</u>. The terms contained in this Agreement shall constitute the entire agreement between the Consultant and City and may not be modified except by written amendment duly executed and authorized by the Consultant and City.
- 13, CHOICE OF LAW. This Agreement shall be governed by the laws of Missouri.

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THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Consultant.

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

CITY OF LEE'S SUMMIT, (City)

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Stephen A. Arbo, City Manager

ATTEST san Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

THE BRITTON GROUP, LLC (CONSULTANT)

James L. Durham, Member

ATTEST:

EXHIBIT A

INSURANCE REQUIREMENTS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

Is licensed to do business in the State of Missouri; Carries a Best's policyholder rating of "A" or better; Carries at least a Class VII financial rating. OR Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY: Limits:

Each occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Policy must include the following conditions: Bodily Injury and Property Damage Insured Contract's Contractual Liability Additional Insured: City of Lee's Summit, Missouri

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. If Workers' Compensation Insurance is statutorily required, the policy limits shall not be less than the following:

Workers' Compensation

Statutory

Employer's Liability Bodily Injury by Accident

\$100,000 Each Accident

EXHIBIT A

Bodily Injury by Disease Bodily Injury by Disease \$500,000 Policy Limit \$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit 220 S.E. Green Street Lee's Summit, MO 64063 -2358



File #: 2018-2346, Version: 1

Legislative Priorities



MAYOR



Randall Rhoads Randy.Rhoads@cityofLS.net 816.969.1010

CITY COUNCIL





Diane Forte Diane.Forte@cityofLS.net 816.537.8958



District 1

Diane Seif 816 668 3658



Phyllis Q. Edson Diane.Seif@cityofLS.net Phyllis.Edson@cityofLS.net 816 352 6885



Trish Carlvle Trish.Carlyle@cityofLS.net 816.309.6364

Craig Faith Craig.Faith@cityofLS.net 816.204.4763

District 2





816 246 1315



Fred DeMoro Dave.Mosby@cityofLS.net Fred.DeMoro@cityofLS.net 816 419 1404

Partnerships

The City will form strategic partnerships with cities, political subdivisions (counties and school districts) and private sector entities that share common goals with the City of Lee's Summit. Additionally, the City will work in coordination with organizations such as the Missouri Municipal League, Mid-America Regional Council, and Lee's Summit Chamber of Commerce when their adopted positions are in line with the legislative objectives and goals of the City. The formation of strategic partnerships and coordinated efforts is intended to provide the City with a stronger presence in the legislative and administrative process.

For questions regarding our Legislative Priorities, please contact City Attorney Brian Head. 816.969.1415 | brian.head@cityofLS.net

2018 LEGISLATIVE INTERGOVERNMENTA PROGRAM

The fundamental goal of all City of Lee's Summit legislative and intergovernmental activities is to produce positive outcomes for the citizens of Lee's Summit as a whole. Numerous proposals in the General Assembly or by State agencies have the potential to seriously impact the ability of the City to carry out its overall mission. By taking a proactive role in monitoring and commenting on proposals, we are working to ensure that the citizens of the City of Lee's Summit can continue to enjoy the quality of life they have come to expect and deserve.

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Lee's Summit General Position

As a general policy, the City of Lee's Summit seeks to preserve its current authority to govern the city, its citizens, and its property. The City may oppose any legislation viewed as detrimental to the City's strategic goals; or that is contrary to the health, safety, and welfare of its citizens; or that mandates increased costs or loss of revenues; or that would diminish the fundamental authority of the City.



GLANCE

Lee's Summit is a premier community in the bi-state metro area. Though Lee's Summit, with a population of over 96,000, enjoys many of the attributes of a significant suburb within a major metropolitan area, it still maintains a small town feel with an award winning, historic downtown to the nationally recognized Missouri Innovation Campus; and neighbors that greet you with a warm smile. Lee's Summit also holds four accreditation statuses in the Police, Fire, Parks & Recreation and Public Works. This, in combination with great shopping opportunities, outstanding community health facilities, and award winning schools is the reason that *Money Magazine* voted Lee's Summit one of the 100 Best Places to Live"five times, ranked #5 of America's 50 best cities to live by USA TODAY and ranked #1 of the Happiest Mid-Sized Cities in America by Zippia.

GENERAL SUPPORT

The City will support initiatives that preserve municipal authority or that otherwise have a positive impact on municipal operations, including but not limited to legislation that would:

- 1. Maintain municipal authority,
- 2. Eliminate or reduce the impact of unfunded mandates,
- 3. Preserve local control over municipal revenue streams,
- 4. Increases the ability of Missouri cities to attract quality businesses and jobs.

GENERAL OPPOSITION

The City specifically opposes initiatives that undermine the local control of cities such as:

- 1. Preemption of local laws,
- 2. Unfunded mandates,
- Limitations on the ability of cities to manage local revenue sources or to issue debt,
- 4. Restrictions on local right of way and land use authority,
- 5. Diversion of municipal revenue streams to other entities,
- 6. Elimination of proven economic development tools available to local governments.

PRIORITIES OR OTHER ISSUES TO WATCH

1. Preservation of Local Self-Governance

- a. Opposes legislation that will result in an unnecessary loss of local control regarding the placement or permitting of communications or other infrastructure.
- Supports reimbursement to cities for direct costs of compliance with state laws, polices, and regulations and standards that impose additional costs and responsibilities on local governments, pursuant to the Missouri Constitution.
- c. Supports inclusion of an opt-in provision for local governments on any sales tax exemption passed by the State. Opposes any sales tax exemption passed by the state that mandates a local sales tax exemption.
- d. Supports enabling legislation allowing airports to remove abandoned aircraft from airport property.
- e. Supports legislation maintaining municipal authority related to ride share programs.



2. Transportation Funding

- a. Supports appropriate funding for transportation in Missouri. We urge the General Assembly and Missouri Department of Transportation (MoDOT) to devise a comprehensive plan to fund Missouri's transportation needs that includes a balanced blend of funding sources which may include, but should not be limited to: a modest increase in the gas tax, appropriate utilization of tolling, a minimal transportation sales tax, a vehicle mileage tax, state fee on natural gas and electric usage, as well as, other appropriate new methods.
- b. Encourages legislation that would allocate direct funding for roads and highways within Lee's Summit. We also ask our local representatives support in urging the Missouri Department of Transportation to partner with the City of Lee's Summit to leverage combined resources to fund local projects.
 c. Supports funding to maintain and support passenger
- c. Supports funding to maintain and support passenger rail services in Missouri including AMTRAK's Missouri River Runner Service.
- d. Supports the continued funding of and administration of state aviation grant programs.

3. Public Safety

- a. Supports legislation to allow voters to broaden the scope of communication devices where users are levied a fee to support 9-1-1, with revisions to state 9-1-1 statutes to allow for either a county fee or a statewide fee on all communication devices, including landline, wireless and VOIP devices to support emergency telephone 9-1-1 costs.
- b. Opposes the preemption of reasonable, local regulation of vehicles-for-hire.
- c. Supports open records and transparency regarding video and audio recordings collected by public safety agencies, but asks the General Assembly and Governor to provide for the protection of individual privacy and integrity of open investigations when considering any related legislation.
- d. Supports authorizing a Interstate Compact with the State of Kansas for EMS agencies that will make it

easier for agencies to cross the state line for mutual aid, disaster response, and patient transport.

- e. Supports legislation that gives authority and limits liability of EMS agencies in treating and transporting patients that are unable to give consent and standardizes service protocols for such patients.
- f. Supports legislation authorizing extension of additional funding for ambulance services.

4. Economic Development Programs

- Encourages the addition of State tax credits and other incentives for projects that create and retain quality jobs or for capital investments in new or expanding businesses. We specifically support reasonable incentives for:
 - Investments in next generation businesses that focus on innovation in industries like healthcare, life sciences, and advanced technologies.
 - c. We oppose efforts to reduce the effectiveness of such programs, including proposals to subject them to the annual appropriations process.
 - d. Supports continued investment in the arts, tourism, and recreation as pro-economic development tools.
 - e. Opposes legislation granting control of the air traffic control system to anyone other than the FAA.
 - f. Supports legislation maintaining municipal authority related to residential short term rentals.



File #: 2018-1919, Version: 1

Review and discuss rapid response team for emerging legislative issues.

Sec. 2-53. - Duties of the regular Standing Committees—Rule 1.3.

- A. Community and Economic Development Committee. The committee shall review current or proposed policies or ordinances dealing generally with planning, zoning and other related community development department issues. The committee shall review current or proposed policies or ordinances dealing with code enforcement; review current or proposed procedures for the administrative enforcement of the International Building Codes, Life Safety Codes, and the International Fire Codes (includes review of all relevant national codes); review current and proposed policies in relation to residential and commercial development, park and land use and development, and general landscaping issues. The committee may consider and report upon proposed ordinances and matters referred to it relating to commerce, industrial growth, expansion and development, economic development, the creation and retention of jobs, and all other matters as directed by the City Council. The committee shall review CDBG applications and decide on a recommended allocation of grant funds for City Council approval by ordinance.
- B. *Finance and Budget Committee.* The committee shall evaluate and review financial statements, review and evaluate investment actions, recommend purchasing and bid approvals to the full Council and consider all other financial transactions as directed by the City Council. The committee shall review the City Manager's proposed budget prior to its consideration by the City Council pursuant to Article XI of the City Charter. The committee shall report upon all bills, proposed ordinances, measures or questions referred to it pertaining to appropriations and the overall financial condition and future needs of the City. The committee shall consider all other budget related matters as directed by the City Council.
- C. Legislative/Inter-Governmental Relations Committee. The committee shall develop the annual state and federal legislative programs for City Council consideration, host the Annual "Kick-Off" Meeting with state legislators in combination with the school districts and Chamber of Commerce to present the state legislative program, host the Annual State Legislative Dinner and work with City staff to monitor legislation introduced at the state and federal level affecting municipalities and identify issues for the Council to consider taking a position and/or lobbying state or federal legislators. The committee shall work with political subdivisions in the area on common issues, projects, and agreements. A quick response team consisting of the Mayor, City Manager, and Chairman of this Committee shall meet and provide a position statement for the Committee during the legislative session in those instances where action on specific legislation is imminent.
- D. Public Works Committee. The committee shall review matters relating to following:
 - 1. Public works or water and wastewater prior to consideration and action by the City Council, consider current or proposed ordinances or policies addressing all infrastructure or transportation issues, in conjunction with the Design and Construction Manual, and review issues concerning the Lee's Summit Airport, following review and recommendations from the Board of Aeronautical Commissioners; and
 - 2. The development, use and conservation of energy and other energy related concerns; environmental impact and pollution, including natural resources such as air, water, solid waste, recovery of natural resources of all types and by all means, including environmental impact and public health and safety as it relates to these issues, and the committee shall also consider changes and amendments to the landfill operations, review Department of Natural Resources (DNR) regulations, consider closure and post-closure requirements and review matters concerning the Sanitary Landfill and Resource Recovery Park prior to consideration and action by the Council.
- E. Rules Committee. The committee shall formulate and present for consideration the rules of the Council; shall consider and report upon all propositions to amend or change the rules, which propositions shall stand referred without reading or consideration and without discussion, explanation or debate to the Committee on Rules. Parliamentary rulings may be made only by the Mayor as the presiding officer of meetings of the Council or temporary presiding officer at meetings of the Council. At the option of the Mayor or temporary presiding officer or at the request from a

member of the Rules Committee, they may refer points of order to the Rules Committee for an immediate advisory opinion.

(Ord. No. 7210, § 1, 7-19-2012; Ord. No. 7452, § 1, 5-1-2014; Ord. No. 7920, § 2, 7-14-2016)



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