



City of Columbia, Missouri

Meeting Minutes

City Council

Monday, April 19, 2021
7:00 PM

Regular

Council Chamber
Columbia City Hall
701 E. Broadway

I. INTRODUCTORY ITEMS

The City Council of the City of Columbia, Missouri met for a regular meeting at approximately 7:00 p.m. on Monday, April 19, 2021, in the Council Chamber of the City of Columbia, Missouri. The Pledge of Allegiance was recited, and the roll was taken with the following results: Council Member ANDREA WANER, Council Member KARL SKALA, Council Member IAN THOMAS, Council Member MATT PITZER, Mayor BRIAN TREECE, and Council Member PAT FOWLER were present. Council Member BETSY PETERS was absent. City Manager John Glascock, City Counselor Nancy Thompson, City Clerk Sheela Amin, and various Department Heads and staff members were also present.

Treece explained the minutes were not yet complete for the March 1, March 15, and April 5 council meetings.

Fowler asked that R55-21 be moved from the consent agenda to new business as she had some questions. Treece asked if they were questions about the project or the resolution setting the public hearing. Fowler replied about notice to the parties so they were process questions.

The agenda, including the consent agenda with R55-21 being moved to new business, was approved unanimously by voice vote on a motion by Treece and a second by Skala.

II. SPECIAL ITEMS

SI11-21

Columbia Bicentennial Presentation - CoMo200 Task Force.

David Lineberry explained one of the great pleasures of working with the CoMo200 Task Force was working alongside the other members the Council had appointed to the Task Force. One of those members was Tom Mendenhall, who was present tonight. Lineberry noted Mendenhall had been a contributing member of the community for many decades and had figuratively built the community through his collaborations, commerce, and charity, and had physically built the community through his development and redevelopment efforts of both residential and commercial properties. Lineberry stated Mendenhall had also been a key member of the Task Force early on in some property negotiations. Many months ago, Mendenhall began a special project only he could execute regarding the observance of this bicentennial because he was also an esteemed numismatist, i.e., collector of coins. On behalf of the CoMo200 Task Force and from Mendenhall, Lineberry presented a graded, certified, silver federal ten cent piece from 1821, the year of Columbia's founding, to Treece for his tenure during the bicentennial. It had Liberty's head and on the band of Liberty's bonnet was the word "Liberty." The fact they could read the word "Liberty" was a testament to the quality of that particular specimen. On the back side was the federal eagle in all of its detail. Treece thanked Lineberry and Mendenhall, and stated he could not wait to display it.

III. APPOINTMENTS TO BOARDS AND COMMISSIONS

BC4-21 Board and Commission Applicants.

Upon receiving the majority vote of the Council, the following individuals were appointed to the following Boards and Commissions.

BOARD OF ADJUSTMENT

Hammen, Janet, 1844 Cliff Drive, Ward 6, Term to expire May 1, 2026

CITIZENS POLICE REVIEW BOARD

Dowell, Sydney, 100 Summit Peak Drive, Ward 2, Term to expire November 1, 2022

DISABILITIES COMMISSION

Blakey, Edward, 1807 Mary Ellen Drive, Ward 2, Term to expire June 15, 2021

DOWNTOWN COLUMBIA LEADERSHIP COUNCIL

Smith, William, 818 Rollins Road, Ward 4, Term to expire May 1, 2024

PLANNING AND ZONING COMMISSION

Loe, Sara, 1900 Vassar, Ward 4, Term to expire May 31, 2025

Waner commented that there would no longer be any representation from the Second Ward with Brian Toohey's term ending, and asked about the process to delay the appointment to try to get additional applications from someone potentially north of I-70. Skala replied there was always the opportunity to extend the application deadline to attract more applicants. Skala noted he would be in favor of an interview process for Planning and Zoning Commission (PZC) applicants and potentially even Board of Adjustment (BOA) applicants, but his colleagues had not acceded to that request, which used to be the norm.

Treece asked if there was any objection to extending the application period. Treece explained he had always found it awkward to make these appointments right after the April election. Skala and Fowler stated they did not object. Pitzer commented that he would have preferred to not have appointed any applicant tonight if they had not planned to do both, and they had already made one appointment. Treece explained the person appointed was the Chair of the PZC and an incumbent member. Pitzer noted it was still a re-application.

Pitzer understood there might be another vacancy, and asked if that was official. Amin replied the City Clerk's Office had received it in writing so she believed it was official that Lee Russell would serve through May 31, 2021 and would then step down. That vacancy would be advertised with the next round of vacancies.

Fowler stated she thought Waner made a good point in that they did not have a Second or Third Ward representative, and understood the awkwardness Pitzer had pointed out by reappointing the current Chair of the PZC. Fowler thought re-advertising given the fact they would also be advertising a new position gave them the opportunity to emphasize the Second and Third Wards.

Treece commented that they would re-advertise the one slot and advertise the new slot with the other upcoming vacancies for appointment at the second meeting in May unless there was an objection.

Skala asked if there was any sense on the Council to renew the old habit of interviewing candidates for the PZC and BOA. They used to conduct 10-minute interviews so it was not a huge amount of time and it provided a tremendous amount of information. Treece replied he was happy to do that, but it was a scheduling issue for him. Treece explained he interviewed many of the applicants for many of the high profile boards and commissions via a phone call or conversation. Treece encouraged that of everyone, but if

they wanted to do it collectively so they had the benefit of that dialogue, he was open to it.

Fowler commented that there was a report regarding virtual meetings toward the end of the agenda, and from her perspective, she would like to participate in collective interviews, but her ability to schedule being there in person was challenging because of the amount of time the Council work already took away from her day job. Fowler stated she would be open to it if they could hold those kinds of meeting virtually. Skala noted that seemed reasonable to him.

Treece reiterated they would readvertise the one vacancy along with the new vacancy, and asked when it would close. Amin replied it would close on May 7 at 5:00 p.m., and the Council would potentially make appointments on May 17. Treece stated that gave them ten days to try to do something and they did not have to discuss the schedule now.

Amin stated she planned to advertise the Columbia Housing Authority Board, the Community Land Trust Organization Board, and the Tax Increment Financing Commission vacancies in the papers again. Everyone was agreeable.

IV. SCHEDULED PUBLIC COMMENT

SPC22-21 Tara Warne-Griggs - CPD Reaction to Chauvin Trial and Murder of Daunte Wright.

Tara Warne-Griggs, 200 Longfellow Lane, explained she was speaking on behalf of Race Matters, Friends, about the continued myopic response of the Columbia Police Department (CPD) to the Derek Chauvin trial and State sanctioned violence against black people. Police Sergeant Clinton Sinclair and Police Lieutenant Michael Hestir had recently participated in *Columbia Morning with David Lile* on KFRU to promote a public forum on the Derek Chauvin trial in partnership with the University of Missouri School of Law. Their conversation revealed much about the continued refusal of the CPD to adequately address the ways in which policing, in general, and the CPD, specifically, overpoliced and harmed black people. Hestir and Sinclair had both agreed with the interviewer that police were not responsible for charges or court proceedings. Hestir had indicated the police found facts, gathered evidence, and tried to preserve statements, videos, and other things that could show a jury or a reasonable person what had happened. It was then up to the court system, prosecutors, judges, and juries to make determinations. The statement, on its surface, appeared to be perfectly reasonable. It was a clear and comforting message of police neutrality in the service of the justice system. Hestir and Sinclair very much wanted to distance themselves and CPD officers from those like Derek Chauvin whose acts Hestir had described as dishonorable. They felt Chauvin's actions should not reflect poorly on the CPD or the institution of policing in the United States because they and policing were neutral and did not pass judgement. Warne-Griggs stated this was as best a comforting lie and at worst a cover for overt racism within the CPD because the data was clear. The CPD stopped black drivers more frequently and used force of all kinds against black people more frequently. The CPD did not behave in a neutral fashion toward black members of the community. Another part of the conversation related to the killing of Daunte Wright and use of force. Sinclair and Hestir had asserted that the use of force could only be deployed in an "objectively, reasonable fashion" but things happened quickly in situations such as a traffic stops for an air freshener, out-of-date tag, etc. Hestir had indicated it had not been racism and had only been an unfortunate mistake. Hestir had gone on to compare the killing of black men during traffic stops to Tom Brady throwing interceptions as it was not done on purpose. It was an occasional mistake during the heat of the game. Warne-Griggs commented that they were supposed to believe that police were without intention despite the fact that Hestir also asserted that police officers were humans with brains like any other human and subject to the same fallacies of thinking as any other human, and that the murdering of black men and women or black and brown children were simply

mistakes or unfortunate tragedies. Warne-Griggs however pointed out the data, to include CPD's own data, proved Hestir and Sinclair wrong. The CPD consistently used force disproportionately against black residents in the community, and the fact they had not had a tragedy recently had more to do with luck than with intention. The only body that could force them to change was the Council. Warne-Griggs asked why the Council continued to allow the CPD to wring its hands and act as though everything was fine when they all knew it was not. Warne-Griggs wondered if they would have to wait for Columbia to tear itself apart in the wake of an unfortunate and preventable tragedy, and asked the Council to act.

SPC23-21 **Rena Ruth - Let's Reconsider Option 4.**

Rena Ruth commented that 50 years ago, President Lyndon B. Johnson had set in motion the establishment of a national system of trails for America. In his famous speech on natural beauty, Johnson had indicated, they could and should have an abundance of trails for walking, biking, hiking, and horseback riding in and close to their cities, by making use of right-of-ways and other public paths. Ruth felt this was accomplished when "willing sellers" opted to sell privately owned property to fill in the gaps and complete the national scenic trails. Ruth suggested the City revisit Option 4. Columbia had been the first city in Missouri to pass the complete streets policy with the purpose of designing and operating the right-of-ways prioritizing safer, slower speed limits for all that used the roads. Now that the connection to the University of Missouri campus from Shepard to Rollins had been completed, it only made sense to use the existing bike and walking paths on Highway 63 to the improved intersection on Stadium Boulevard. Ruth proposed a concrete wall along Stadium Boulevard going west to Ashland Road to improve the safety for all that traveled from and to campus along with a reduction in speed for that stretch to 35 mph. Those traveling that route could then turn on to Ashland Road to use the existing pedway to arrive on campus. Ruth stated the complete streets policy suggested using existing roads, avenues, sidewalks, and bike trails to prevent disturbing nature areas and the removal of trees. The construction of Alignment 1 had removed a crucial part of the riparian corridor along the already impaired Hinkson Creek. Ruth explained the reasons to revisit Option 4 included minimizing costs, minimizing additional environmental destruction to the Hinkson Creek and the wildlife sanctuary, and instituting the policy of complete streets utilizing existing thoroughfares. Ruth understood the Council had adopted the Climate Action and Adaptation Plan (CAAP), which indicated the need to increase stream buffer requirements to provide additional floodwater storage and minimize property damage due to erosion and flooding. Ruth felt Option 3 contradicted the vision of President Johnson with regard to scenic trails across America when privately owned property was obtained via eminent domain. Instead of removing a greenspace with the construction of a concrete trail, Ruth suggested using the already built nature-free roadways as a result of the complete streets policy. Ruth pointed out it would prioritize the natural resources sector goals in the CAAP. Ruth commented that she understood change could be uncomfortable, but it could also lead to better solutions, and provided the example of a prior plan to pump sewer water into the Missouri River. They now had Eagle Bluffs as a result of the guidance of smart citizens. Ruth stated she felt it was okay to rethink Option 3 by revisiting Option 4. Ruth provided a copy of her comments along with other information.

V. PUBLIC HEARINGS

PH12-21 Consider the FY 2021 Annual Action Plan for CDBG and HOME funds.

Discussion shown with R65-21.

R65-21 Approving the FY 2021 CDBG and HOME Annual Action Plan.

PH12-21 and R65-21 were read by the City Clerk.

Community Development Housing Programs Manager Randy Cole provided a staff report.

Thomas understood the consolidated plan mentioned the creation of a 24-hour resource center for homeless individuals and that they were in year two of that five-year period, and asked for a staff update as to the thinking about that particular part of the consolidated plan. Cole replied it was still in the plan, and they were still looking for a viable proposal as it was a high need for the community. They had received a lot of feedback from a variety of stakeholders as to the need, but a viable proposal was needed before they were able to allocate funds. Cole explained they had recommendations they would present later in the meeting on how to help move that forward, and reiterated they needed a good proposal to fund.

Fowler understood a certain sum of money was available with regard to a center for the homeless, and asked about the funding sources. Cole replied the consolidated plan that covered 2020-2024 included the specific goal of facility improvements for homeless facilities, which the 24-hour center would fit within. Cole explained they were required to provide an estimated dollar amount with their goals, knowing it would not make up the full project cost, and they would have to balance other projects and other needs and goals. The amount they had included was \$250,000. It did not necessarily mean they were holding that amount back every year. Cole noted they had to go through a process of releasing an RFP for everything they funded. They then weighed all of the proposals for the various needs and provided a recommendation. Cole reiterated the \$250,000 created the space to go up to that amount for that type of facility. Fowler understood it could be done during any one of those years given an appropriate proposal. Cole stated that was correct.

Fowler commented that she could not imagine what their efforts might have looked like without Cole's creative guidance and heart. Fowler understood this was Cole's last council meeting as a City employee and wanted him to know how much the neighborhoods appreciated his efforts on their behalf. Cole thanked Fowler and the other members of the Council as he would not have been able to do the work he had done without their support.

Treece opened the public hearing.

There being no comment, Treece closed the public hearing.

R65-21 was read by the City Clerk, and the vote was recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PETERS. Resolution declared adopted, reading as follows:

PH13-21 Proposed construction of sanitary sewer infrastructure from the Hinkson Creek outfall trunk sewer to serve properties along the eastern side of the Route B industrial corridor.

Discussion shown with B127-21.

B127-21 Amending the FY 2021 Annual Budget by appropriating funds relating to construction of sanitary sewer infrastructure from the Hinkson Creek outfall trunk sewer to serve properties along the eastern side of the Route B industrial corridor.

PH13-21 was read by the City Clerk, and B127-21 was given second reading by the City Clerk.

Utilities Director Dave Sorrell provided a staff report.

Fowler asked for clarification regarding the lot on which Plumrose intended to build its facility. Sorrell replied it was the lot on which the red hashed area ran north and south, and the lot beside it that was adjacent to Paris Road. Fowler understood it was the property identified as 5008. Sorrell stated that was correct.

Fowler commented that she had read the public comments, and there appeared to be some unhappy people due to prior experiences with the City of Columbia. Fowler understood one person had indicated he looked forward to be able to connect to the

sewer, and asked if others had been offered the opportunity to connect and if those in favor of this were expecting to connect to it. Sorrell replied the he thought the person with the property located where the diagram showed 4445 was interested in connecting to the sewer in order to build a home. The property north of it identified as 4801 could connect to the sewer if they chose, but the sewage would have to be pumped. The sewer would go across the highest elevation of the property identified as 4315 so it would be very difficult for them to utilize it. They could, but it would be unlikely.

Fowler asked if the property owners of 4445, who were supportive, had been told they could connect. Fowler also wondered if it was something the City would provide to them or if they would be required to pay for it. Sorrell replied he did not believe that had been discussed one way or another with that property owner. The sewer would be available for them if they wanted to hook up to it, and it would likely be a part of the negotiation of an easement.

Fowler asked if there had been an opportunity for confusion with the property owners in that they would be able to connect. Sorrell replied there might be some confusion. Fowler stated she was concerned about that.

Fowler asked for the status as to whether Plumrose had notified the City that they were intending to come to Columbia. Glascock replied they were still working out a small detail involving the standby rate so it was not a 100 percent guarantee, but he fully expected them to come to Columbia. Fowler asked what would happen if the Council approved this tonight and Plumrose then changed their mind for some unforeseen reason. Fowler wondered if they would still put in the sewer. Glascock replied they would not. Fowler understood it was contingent upon Plumrose.

Glascock explained if the public sewer was extended across any of the three properties, they would be able to hook up to the sewer because it was a public sewer. Fowler understood they would have to pay for the connection. Glascock replied it would depend on whether they negotiated that within the easement process.

Pitzer understood there was a connection at the property identified as 5008 currently, and asked for clarification. Sorrell replied that sewer went to the Bear Creek watershed. Route B was essentially the ridge between the Bear Creek watershed and the Hinkson Creek watershed at that location. In addition, that sewer would not have the capacity for the 400-plus gallons per minute associated with the development. Sorrell stated this sewer would allow the necessary capacity for the initial build-out, any future phases, the two properties to the north, and any significant expansion of 3M, which was a bit further north.

Pitzer asked if expanding capacity on the existing line had been an option. Sorrell replied it would be a huge expense because lots of miles of the Bear Creek sewer would need to be upgraded.

Pitzer understood the cost estimate was \$1.3 million, and asked if the City had done any work in this area. Sorrell replied the Hinkson Creek outfall sewer had been built a few years ago so they had estimated the cost of this based upon their experiences with that project in terms of rock and then added to it for the cost of boring through the sloped area. Sorrell stated they had estimated high. Pitzer explained he was asking because the costs of other projects in the past had increased because they had not realized all of the issues until they had gotten into the soil. Sorrell commented that he thought they had that addressed with this project.

Treece understood anyone could pay to access the sewer, but the City's policy was that they pay to connect to it. Sorrell agreed.

Skala understood there was the possibility of some negotiations due to the easement issues and the connection issues. Sorrell stated they always negotiated with property owners to acquire easements after being provided authorization to acquire the easements. Skala understood the connection to the sewer could be a part of that negotiation. Sorrell stated that was correct.

Treece opened the public hearing.

Gerald Lucas explained he and his wife, Karlene Lucas, owned the property where the lake was located, and the sewer would come across their property. Lucas stated they were against the project as it stood now. When they had purchased the property with some friends in 1991, they had been forced to conduct two surveys because they had planned to split the property. In addition, they then had to obtain variances, which required them to hire engineers and pay fees for someone to read the letters. Lucas pointed out they had been required to have a gravel-free drive even when they had to drive two miles on a gravel road to get to that drive. Lucas commented that they had later learned they also had to construct sidewalks and a stormwater system alongside Hinkson Creek Road when there was not any foot traffic on it and barely any other traffic. A few years back, they had subdivided to sell nine acres on the southern portion of the property, and it had taken them eleven months to obtain the right to subdivide and sell the lot. Lucas felt they had been forced to jump through a lot of hoops when they had not even built anything on the lot. Lucas understood some had said their property was a worthless pit with acidic water, but the Department of Conservation had indicated their lake was what pond owners strove for in terms of pH levels. After all of these past issues, the City now wanted to use part of their land to satisfy a huge out-of-state corporation. Lucas felt they did not matter to the City. Lucas pointed out it would be placed on his land but he would not be able to connect to it because it would be on the top of the dam, which held in the lake. Lucas explained that if he built on the northern part of his land, the cost would be astronomical to run a line that far. In addition, it would have to go over or under his spillway culvert. Lucas understood the City was supposed to have provided services, such as water, sewer, etc., within two years of annexation, which meant that should have been done in the 1970, but it had not been done because those out there had not mattered until now due to this corporation. Lucas stated they did not want the sewer to cross their land because it would be completely useless for them.

Treece asked Lucas if he had a residential property on the lot or if it was just used for recreational purposes. Lucas replied it was used for recreational purposes at this time. They had a picnic shelter and a couple of boat docks on the property.

Brian Page, 17 Aldeah Avenue, stated he was opposed to this project. Page asked the Council to think about the introduction of meat fats in the sanitary sewer. When meat fat and water came into contact, there was solidification and a gelatinous mess that was impervious. When it was left in the sanitary sewer and putrefied, it smelled like vomit. Page asked the Council to consider its legacy because the rates would need to be increased if it was approved as the City was required to maintain the sewer line so it was usable by all of the people. The City would have to auger and high pressure hose it in order to maintain it, and those that operated the high pressure pumper trucks would need raises in order to work with equipment that smelled like vomit. Page stated he was telling them this based upon his experience at Columbia College. There had been a particular event at Delany Hall, which was the food service building of Columbia College, whereby a substance that smelled like vomit started seeping out of the floor drains. It had not been enjoyable to clean, and it had happened because a step had been inadvertently left out. Page assumed Plumrose would have a catchment basin or grease pit for animal fats, and when all procedures were followed, the effluent would be separated from the meat fats. When in a hurry, steps could be omitted causing a situation of putrid meat fats running down the Hinkson Creek corridor. The other users would not stop pumping water into that sewer system, and when the pumper trucks placed more pressure in the system to free up the gelatinous mess, it would erupt out of vents and impact other areas. Page pointed out there were some wealthy homes along the Hinkson Creek corridor and people would likely be upset by the smell of vomit, the impact on their quality of life, and the impact on the value of their homes.

Pam Hunter stated she lived at 4805 Hinkson Creek Road, which was the property to the north of the property owned by Gerald Lucas. There was a home and lake on the property, and the lake was perfectly pH balanced for fish. Hunter explained she was

mostly concerned about the environmental impact of the sewer as they would disturb the land and cause water to run in a different way than it was used to running. Hunter commented that she was also concerned about the odor. Quaker Oats, who made the rice cakes that smelled good, was on the other side of Paris Road, and the odor sometimes drifted to their house. Hunter was concerned about the odor from meat byproducts. Hunter stated they had a lot of questions about how the proposed line would affect their home and the value of their home. One year, the rain had been so bad that the McBaine sewer had to get rid of their sludge, and they had placed it on the Turner Farm, which was further down the Hinkson Creek. Usually Hunter did not smell anything from the Turner Farm, but that year the smell had been so terrible that she had to leave the house. Hunter had been told the sludge had to be dumped because it would otherwise go into the Missouri River. Hunter reiterated she was concerned about the effects of the sewer, and pointed out Lucas, who would be most affected, would not even be able to hook up to the proposed sewer without unleashing his pond into the Hinkson Creek. The Chavez property might be able to hook up to it since he was in the process of building his home now. Hunter explained her property had a septic tank and well water even though they lived within the City limits and paid City taxes because they did not receive any City services. Hunter said the neighboring properties needed to be more informed by being told exactly what would be done and how it would be done so the engineers could say how it would impact the water that had to go somewhere.

Benjamin Ross, 205 Paw Paw Way, stated he was speaking as a private citizen and not on behalf of his company or any other organization, and that no one was paying him to be there. Ross explained he was in support of this project because he believed infrastructure was a very important thing for the City to upgrade, maintain, and expand. This project had been planned for quite some time. In 2004, the City had updated its Sanitary Sewer Master Plan, which had identified improvements in the upper Hinkson Creek watershed, including the sewer that was recently built and served the Route B corridor, Aurora Organic Dairy, and Columbia Foods. If they did not build this sewer, the wastewater would have to go into an old 12-inch clay pipe on the west side of Route B, which flowed into a residential area. Ross felt this sewer was valuable to the City and that the City's sewer project and design took into account environmental impacts, to include trees, stormwater, soil, etc. Ross asked the Council to support the project.

Fowler asked Ross about his employment. Ross replied he was a civil engineer with Engineering Surveys and Services (ESS).

Jay Honan explained he was a property owner that would be affected if this sewer was built. Treece asked which property it was on the diagram. Honan replied they were to the west of that drawing where it curved to the north. Treece asked if it was 4315 Hinkson Creek Road. Honan replied yes. Honan commented that his family was against this proposed project. About three years ago, the City had put in the existing Hinkson Creek sewer line along the southern edge of his property, which was just north of the Hinkson Creek, and that part of their property was income producing cropland that had had been disturbed and permanently damaged by the installation of that sewer. Honan stated he had gone to the site after the big rain the other day and had noticed water sitting where the sewer was located, but there had not been any water where the sewer was not located. It had been a very unfortunate situation for them because of the permanent damage that had been caused by the sewer. Honan explained another reason they were against the proposed sewer was due to the \$1.3 million incentive. Honan felt Columbia was such a good community that they should not have to provide incentives to attract businesses, and did not feel that was a good use of public money. Honan pointed out the sewer line ran very close to the Hinkson Creek so any overflows would go directly into the creek. In addition, runoff and wastewater ran directly south into the Hinkson Creek from that land. Honan asked the Council to consider providing upgrades to existing citizens that had paid taxes, such as safe drinking water, as they had a well. Honan noted there were not any sidewalks on Hinkson Creek Road so it was dangerous

to walk on it. In addition, there was not any lighting on that road.

Karlene Lucas stated she was Gerald Lucas' wife and they owned the property at 4801 Hinkson Creek Road. Lucas explained they had a 7-8 acre lake on their property, and it was her little slice of heaven. The sewer would be on top of the ridge of the lake, and Lucas was extremely concerned about any accidents and overflows. They had owned the property for 30 years without any City water, sewer, fire protection, etc. even though they paid taxes and stormwater fees. They were now in the spot light because the City wanted to put "progress" across her piece of heaven. Lucas asked the Council to take that into consideration. Lucas also asked for more communication and more detailed conversations so they were able to provide input in advance because they had been blindsided by this being so close to approval.

Fowler asked Lucas what kind of notice she had received from the City or the adjoining property owner about the pending arrival of Plumrose USA. Lucas replied her neighbor, Pam Hunter, had notified them. They had then looked it up on the City's website. The first time they had received something in the mail was when the City was planning for the virtual interested parties meeting because the project might impact them.

There being no further comment, Treece closed the public hearing.

Skala understood there had been some email communications and notification of the virtual interested parties meeting, and asked if there had been any other discussions or clarifications beyond that. Sorrell replied the Sewer Utility staff had not made contact with the property owners until the agreement had been approved, and at that point, they had sent notification of the interested parties meeting. Sorrell thought staff had spoken with the property owners since then. Skala asked if discussions were in the works. Sorrell replied staff had spoken with the property owners and would continue speaking with them to try to work something out should the Council direct them to proceed. Sorrell pointed out a contact log had been included in the packet.

Treece understood the Hinshaw property had been zoned commercial/industrial, and had been zoned in that manner for a while. Treece pointed out it was a shovel-ready site. Sorrell thought it was zoned some type of commercial/industrial.

Treece asked if this was the only corridor for providing the sewer outflow needed based on the needs for the industrial use consistent with the zoning. Sorrell replied it was the shortest and most direct route based on the topography. The other route would come from much further south and destroy more property to get to this site.

Treece understood the existing sewer line to the west was not adequate for the volume. Sorrell stated he did not believe it would be adequate for the volume. In addition, it would severely limit other development in the Bear Creek watershed if all of the capacity was utilized. The sewer discharge proposed by Primrose would equal about 25 percent of the total capacity of that line.

Treece asked if there were federal, state, or local requirements on a company like Primrose to pretreat the sewer before it entered the system. Sorrell replied yes, and explained there were federal pretreatment requirements. Sorrell noted they would basically have a small wastewater facility onsite, which would need to be monitored on a daily basis. In addition, they would have permit limits and would have to notify the City within 24-hours of any violation. Sorrell pointed out Kraft Foods had only had one violation during the entire time they had been in existence.

Fowler asked about the stormwater controls that would be required of Plumrose to protect the adjoining properties and surrounding lakes. Sorrell replied the stormwater management facilities that would be installed as part of that development would be reviewed by the Community Development Department as part of the building permit and land disturbance permit application process. They would have to meet the same stormwater requirements of any other development, which included detention so they did not increase the discharge rate from the property. They would also have to put in stormwater quality features. Fowler asked if the water, when released, would release into the Hinkson Creek. Sorrell replied the slope of the land would take it toward Hinkson

Creek, generally toward the south and the east. Sorrell explained he had not seen the plans for the development of the site itself so he was unsure of the location of the facility on the property. If it was built in the middle of the property, most of the water would flow straight down to the Hinkson Creek via the natural drainage ways, but it would be discharged at a rate that did not exceed predevelopment rates.

Fowler commented that she was alarmed by the experiences shared by adjoining property owners and was concerned with regard to their fates as this project progressed. Fowler wondered how they could interrupt this not so good trajectory. Glascock explained staff was following the process for a sewer extension to a property per an agreement. A virtual interested parties meeting had been held, and it was the first step in notifying property owners that the City was looking to place a sewer line through their property. The next step would be to design it and to share that design with the Council and ask for authorization to acquire easements. They would then start negotiations for the easements. As they moved forward, they would speak with the property owners to determine the best alignment. Glascock pointed out he could not change what had happened in the past.

Pitzer asked for the size of the pipe that would be constructed and how that size had been determined. Sorrell replied he was not sure that had been determined at this time. It would be designed after Council provided direction to move forward. Pitzer understood the Primrose facility would use 25 percent of the capacity of the sewer. Sorrell explained it would use 25 percent of the capacity of the main Bear Creek trunk sewer in the area.

Skala asked about the time line. Sorrell replied he had a complete schedule, but had failed to bring it with him tonight, and pointed out the timeline had been developed backwards from the June 1, 2022 completion date. They would design the sewer, work with the property owners to try to come to some sort of agreement for easement acquisitions, and construct the sewer. Skala asked if they had year. Sorrell replied no, and explained they did not have a year to wait to negotiate on the alignment of the sewer. The Law Department had indicated to him that it could take up to six months if they had to take property for the sewer via eminent domain so they had to allow time for that along with construction.

Thomas recalled being told the City would normally pay for the sewer because it was a trunk sewer that would serve other customers, and asked if there was a likelihood that other customers to the north would be served by it. Sorrell replied there were two properties to the north along with 3M that could potentially be served by it. If the two properties to the north were developed or 3M expanded, the connection would be into this sewer. Thomas asked if 3M had a sewer facility at the moment. Sorrell replied they were tied to the Bear Creek sewer now. If they expanded creating a significant discharge, they would need to hook into this proposed sewer.

Thomas understood there was a schedule of connection fees for residences and businesses, and asked if Plumrose would pay the normal connection fee for the customer type they would be. Sorrell replied yes. Thomas asked what that would be. Sorrell replied it depended on the size of the water meter, and he was not sure if that had been determined. Sorrell noted the fees were listed in Chapter 22 of the Code of Ordinances, and thought it would be tens of thousands of dollars. Thomas understood the City was paying the \$1.3 million, and Plumrose would pay the normal sewer connection fee.

Treece made a motion directing staff to proceed with the final design for the proposed construction of sanitary sewer infrastructure from the Hinkson Creek outfall trunk sewer to serve properties along the eastern side of the Route B industrial corridor. The motion was seconded by Pitzer.

Skala understood there were concerns, and he was cognizant and mindful of how history affected what they did moving forward. Skala thought it might be wise to proceed with the design and participate in discussions to determine what might surface in terms of any agreements between the area land owners and the interests of the City in terms of economic development. Skala stated he was anxious to see the results of the

discussion, and understood there would not be a shovel in the ground for some period of time. Skala trusted there would be good faith discussions to ferret out some of the difficulties, which might even include some adjustments to the alignment. Skala reiterated he was willing to take the step to proceed with at least the design and discussions and was hopeful they could reverse a process of dissatisfaction with some of the things that had happened in the past.

Treece commented that he was not insensitive to the concerns of the property owners. They had one property owner that supported the project and 2-3 with concerns that had been driven in large part by how they had been treated over the years, and for that he apologized. Treece explained he had to weigh that against the 200 families that were looking forward to the opportunity for family-supporting jobs and what that meant for the manufacturers to the north since this would benefit more than that perspective company. Treece thought they also had time to work through some of the issues.

Fowler stated she had supported the Plumrose USA incentives that had come before Council, but noted concern for the nearby property owners in terms of notification of Plumrose coming to Columbia as it was something they had discovered. Fowler felt this was an opportunity for them to recognize that while this might benefit Columbia on multiple levels, it was creating a hardship for the immediate adjoining property owners. Fowler believed that required them to act with all deliberate care, even if it was higher care than they would otherwise exercise on a development within the City limits where all of the services were provided. Fowler explained that from what she had heard this evening, she did not feel business as usual should be the way in which they interacted with the property owners going forward because their worlds were about to change because the City had sought and wooed Plumrose to come to Columbia. Fowler asked staff and Skala, whose ward it was in, to be mindful of that and to use all deliberate supervision with regard to what happened next so they were able to mitigate the harm to the adjoining property owners.

The motion made by Treece and seconded by Pitzer directing staff to proceed with the final design for the proposed construction of sanitary sewer infrastructure from the Hinkson Creek outfall trunk sewer to serve properties along the eastern side of the Route B industrial corridor was approved unanimously by voice vote.

B127-21 was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PETERS. Bill declared enacted, reading as follows:

PH14-21 Consider approval of the design concepts proposed by artists Chris Morrey and David Griggs for the Columbia Regional Airport terminal building Percent for Art project.

PH14-21 was read by the City Clerk.

Cultural Affairs Manager Sarah Dresser provided a staff report.

Treece asked about the scale of the artwork and whether it was appropriate for the space as it appeared to be a little thin. Dresser replied the measurement from the floor to where the sculpture would hang was about 18 feet, and for reference, the *Taking the Plunge* sculpture at the ARC was about 22 feet from the floor to the water ring and 18 feet from the floor to the handrail in the ARC. Dresser stated she felt it would have the same feeling of intimacy while not falling on top of people. It would inhabit its own space.

Treece opened the public hearing.

There being no comment, Treece closed the public hearing.

Skala commented that he had a rather positive opinion of how these items would look in the space, and was eagerly anticipating the upgrade of the airport. Treece was in agreement with Skala.

Thomas stated he was surprised there had not been any public comment because he saw several artists in the room. Treece agreed.

Treece made a motion to accept the artwork proposals by Chris Morrey and David Griggs at the Columbia Regional Airport terminal. The motion was seconded by Skala and approved unanimously by voice vote.

PH15-21 Proposed acquisition of property located at 209 St. James Street and 210 Orr Street.

Discussion shown with B128-21.

B128-21 Authorizing a contract for sale of real estate with Union Electric Company, d/b/a Ameren Missouri, for the acquisition of property located at 209 St. James Street and 210 Orr Street to be potentially used for greenspace, parks, arts, and/or market activities.

PH15-21 was read by the City Clerk, and B128-21 was given second reading by the City Clerk.

Parks and Recreation Director Mike Griggs provided a staff report.

Fowler understood the area that had been in the map for greenspace had been filled with gravel, and wondered if it posed a challenge in landscaping the parcel or if it was something to which they were accustomed. Griggs replied it depended. Griggs explained they would work closely with the Department of Natural Resources (DNR) on how to address the landscaping. At this time, they wanted to ensure the stormwater controls were adequate for whatever was done. Griggs stated the ideal scenario would be to be able to remove some gravel, place some base soil down, and build on top of it, but they would want to make sure the slope was good. Griggs commented that they might not have to take anything out after looking at the property and the slopes. They might just want to build on top of what was there.

Fowler understood Ameren had removed 30,000 square feet of contaminated material and had replaced it with gravel. Fowler asked Griggs if he foresaw the need to go beneath it or to the ten-foot mark if the property was brought into the Parks and Recreation Department inventory. Griggs replied no.

Fowler asked if the Parks and Recreation Department staff could deconstruct the buildings on the site as she believed it would be complex for a farmer to remove and relocate a pole barn. Fowler wondered if that was within the capacity of staff. Griggs thought the two pole barns would be easy for them to do, but noted he was not familiar with the central building so they would need to work closely with DNR with regard to it. Fowler commented that the literature and picture had said it was a post-frame building and that the open-sided sheds were metal. Fowler asked if the wood frame building was a little less daunting. Griggs replied if it was a simply constructed, it would be easy to do, but they would have to keep in mind what might be underneath it in terms of footings and foundations because they would prefer to stay within two feet of the top. They did not want to get into any depth if possible. Fowler asked Griggs if he envisioned something where they could keep the foundation there. Griggs replied he thought there were options, and pointed out it would depend on what they wanted to do with the property. Griggs noted that no one on staff had been on the site at this point so they did not know. Glascock commented that he would prefer not to have City staff pulling items out of the ground since it was a hazardous site. They would work with DNR and might have to bid that work out. Glascock stated he would be open to it if it was a clean site, but he did not want City staff subjected to hazardous materials.

Skala understood there might be restrictions in terms of using the site as greenspace, particularly as it related to children and others being on the site for a period of time, and asked if negotiations were ongoing with DNR. Skala wondered if food trucks could be on the property. Glascock explained he had spoken with DNR about the property and had

been told it sounded worse that it was, but if the City started doing things, DNR would then tell them what they could and could not do. The City would have to work diligently to determine what could or could not be done with the property. Glascock stated he would be concerned if they tried to do something with children there because the issues were in the report and the City could be sued. They would have to mitigate the risk. Glascock noted the City had done this type of work before as they had remediated property at Flat Branch Park, Fire Station No. 1, and the Wabash Station.

Treece understood no one had known about the 2018 covenants when the H3 Charrette had been considered, and asked if that was correct. Griggs replied that was correct. Griggs pointed out it had not been known in 2015 when the prior City Manager had suggested a living workspace for artists.

Treece asked if anyone recalled when Ameren had first attempted to remediate the property. Glascock replied he did not recall the date, but it had been a while. Griggs explained it had been a long time ago and that they had thought it would be similar to Flat Branch in that it would be clean when the work was done. Treece understood DNR had not closed out the project after the first attempt to clean it, and Ameren had to excavate 30,000 tons of material down to about 21 feet. Treece recalled a large white tent over the entire site for years, and asked when that had been. Griggs stated he was unsure.

Treece asked if the Parks and Recreation Commission had seen a copy of the covenants when they had made their recommendation. Griggs replied yes, and explained the cost had been unknown at that time.

Treece understood the covenants had indicated the property had contaminants of concern, including but not limited to benzene, naphthalene, polycyclic hydrocarbons, and gasoline range organics, and it was different than what had been at Flat Branch as this site had held a manufacturing gas plant. Glascock stated he thought it was mostly gasoline at Flat Branch. Griggs agreed it mostly petroleum products at Flat Branch. Glascock noted they had come across some of this when they cleaned up the area for the Wabash Station. Treece asked Glascock if he recalled what that had entailed. Glascock replied no.

Treece referred to the covenants, which indicated the property could not be used for schools, child care facilities, or any land use where persons could be expected to reside, and asked if the property had ever been evaluated as a park or greenspace in terms of the definition of residential versus nonresidential use. Griggs replied he thought DNR had indicated it would be allowable to be used as park and greenspace when City staff had discussed the issue with them. Griggs noted the Brownfield grants had specific guidelines, and it was less restrictive for greenspace than residential uses in terms of the amount of cleaning up that would be necessary.

Treece commented that the environmental covenants had indicated benzene, which caused Leukemia, and naphthalene, which caused kidney damage even with short term exposure, had been detected in shallow ground water, and asked if there was groundwater on the site. Griggs replied he did not know, but he did not feel it was there very long if there was as the site sloped and had gravel and asphalt on the south end. Treece asked where the contaminated groundwater went. Griggs replied he thought the stormwater ran off to the two inlet boxes, but pointed out that would be a better question for the Utilities Department.

Treece understood this was still a superfund site, and the covenants required the owner to make periodic reports to the DNR confirming the restrictions remained in place, reporting on more intrusive levels of excavation activities, and providing access to the premises. Treece asked if the City was comfortable taking that on. Griggs replied he thought so. As a City, they all worked together fairly well, and the Parks and Recreation Department would work with the engineers in the other departments. Griggs explained the City already monitored other items required by the DNR.

Treece commented that in the report Ameren had submitted to the DNR, he had noticed

several areas of the site had contaminants exceeding nonresidential surface soil target levels based on direct exposure when samples of surface soils within zero to three feet had been collected from the walls of the excavation, and the contaminants had been limited to arsenic and polycyclic hydrocarbons. Treece asked if there were any other parks where kids played that had similar issues. Griggs replied no.

Treece understood the property would be sold as is with all faults, and that no responsibility had been assumed by the seller, which meant Ameren was not making representations as to liability or their continued responsibility for those liabilities. Thompson stated the City would assume all responsibility. Treece understood there would not be any tail coverage or claims against Ameren for the job they did. Thompson explained they were not providing that.

Treece understood the contract allowed the City to obtain a third-party review of the extent and nature of the environmental contamination at its expense, and asked if that would be done. Glascock replied they could look into it.

Pitzer explained he had not been here when Phase 2 work involving Flat Branch that had been done, and asked for some context. Pitzer wondered if the environmental concerns were at the same level as was being discussed now or if they had a plan going into that. Griggs replied they had known there were gasoline, fuel storage tanks, and oil tanks above and underground, which they would have to remove. They knew there would be clean-up, but they had not known the extent of the clean-up that would be necessary. It was difficult to say how much would be spent because they would have to do some clean-up and testing and more clean-up and testing, until those involved were satisfied.

Pitzer stated he was trying to get a sense of the level of confidence going into that project versus the level of uncertainty here. Pitzer asked how that property had been acquired. Griggs replied it had been purchased. The City had owned some of it, such as Cherry Street, which had been abandoned. The Crawford and Stephenson properties had houses on it that had to be demolished. Griggs explained they had entered into a contract with Terracon, an environmental specialist firm, and they had tested it so the City knew what to anticipate. Griggs commented that in this situation, they already had a report, so he thought they would go to a local firm to determine what would need to be done now to go to the next step with this project. Griggs pointed out they would not handle this with only Parks and Recreation Department staff. Pitzer asked if the company had been hired before the property had been purchased or afterwards. Griggs replied it had been done afterwards. Pitzer understood they could have gotten in there and found more significant mitigation efforts might be needed than had been anticipated. Griggs explained they had thought most of the contaminants would be associated with Phase 1, which was the area of the gazebo, but it had ended up being worse with Phase 2, which was the area of the bridge and sprayground.

Pitzer understood there were EPA grants of up to \$500,000, and asked if there was any way to know if that would be enough to remediate the situation here. Griggs replied that would be hard to guess. Griggs explained he thought it would likely be closer to \$1 million versus \$10 million. The EPA grants that had been awarded recently had all been in the range of \$250,000 for a \$700,000 total project cost. They were not \$500,000 for a \$10 million total project cost.

Pitzer understood the contract had a clause which indicated the City could get out of the contract if the park sales tax did not pass, and asked if there were any other provisions of that nature. Glascock replied not that he was aware of. Pitzer understood that if the Council told the City Manager to proceed tonight and they had found it would be a \$10 million project a month for now, the City would have to proceed with the terms of the contract. Thompson explained the City had the opportunity to conduct its own environmental assessment, and if the costs were prohibitive or if something unanticipated had been discovered, the City could walk away from the contract declaring it void. Pitzer understood there was not any way to do that prior to entering into the contract. Thompson stated that was correct.

Pitzer understood the City had a right of first refusal on the property, and asked if staff was aware of any other offers. Glascock replied he was not aware of any, and pointed out they had reached out to the City first. Pitzer asked if they had been actively trying to sell it. Glascock replied he thought it had been listed, but he was not sure they had actively tried to sell it.

Fowler understood Ameren was trying to absolve itself from further responsibility in the contract for sale, and asked if that was correct. Thompson replied that was correct. Fowler understood the site was listed as a superfund site, which meant it had some level of state or federal government supervision. Fowler asked if the contract absolved Ameren from its responsibilities for being in chain of title. Thompson replied Ameren would be in the chain of title, but the City would release Ameren from any obligation under this contract. The City would expressly purchase the property as it was, and Ameren would be in the chain of title for purposes of environmental enforcement. Fowler understood that would be from a government agency to which the City would be responsible. Thompson explained the City would then be in the chain of title as well. Fowler understood Ameren did not step out of the chain of title by entering into a private contract indicating they would like to be absolved of all subsequent responsibility. If there was a concern from the federal or state government going forward, it did not absolve Ameren. The contract had to do with the City's relationship with Ameren, but not a relationship with a third party. Thompson stated she believed that to be correct, but noted she was not sure how the EPA would treat that and who they would look to first, second, etc. Thompson commented that she had not done any research on that, but could if the Council wanted her to do so.

Fowler referred to the covenants which indicated the contaminants of concern (COCs) did not pose a significant current or future risk to human health or the environment with respect to nonresidential uses of the property provided the soil of the site was not disturbed in a manner in which exposures could result, and stated she read the restrictions differently than some of her fellow council members. It was a contaminated site and they had to be careful, but it had the potential to be greenspace. Fowler understood whether or not it was a children's play area was a different issue. It had the potential to be open space and greenspace within the environmental covenants that had already been recorded against it.

Treece asked Thompson if she felt Ameren would retain any vicarious liability 20 years from now for a claim against the City for a use the City had created even though the contaminants had been their responsibility. Thompson replied she thought it was difficult to provide any kind of opinion on that at this point in time. The City had the obligation to comply with the covenants that had been placed on the property, and if they did not comply, they would be in violation of this contract and the covenants. In addition, someone would have to be making a claim that the City did not comply with those in order for the City to have liability.

Treece opened the public hearing.

Bill Lindsey provided a handout and explained he worked with Midwest Environmental Consultants in Springfield, Missouri. Lindsey stated Griggs had covered just about everything he had planned on saying in terms of the environmental covenants, restrictions, and uses. Lindsey noted he was a civil engineer and had been working with hazardous waste sites for 30-plus years, and would try to respond to any questions regarding risk assessment and use. Lindsey referred to page 5 of the environmental covenant, which discussed construction or excavation work to be performed at depths greater than ten feet and stated that it was a construction issue risk. Any work on the surface would be less than ten feet. Lindsey referred to page 3 of the site management plan, which showed some of the details of the clean-up, and noted they had removed 31,000 tons of soil. Everything was taken down to 14 to 21 feet, and groundwater had not been encountered during the remedial actions. Lindsey understood there had been groundwater when they had done the initial investigation, and it might have been perched

groundwater sitting on top of the bedrock, but it had not been encountered during the remedial action. Lindsey explained page 4 of the site management plan had indicated the covenant did not prohibit excavation or disturbance. It said soil and backfill in most areas of the site could be excavated with no special considerations, and the majority of routine activities posed no particular risk. Page 8 of the site management plan noted remedial excavation had been backfilled with clean quarry rock and that there were no special requirements for excavation or reuse that applied to that material. Lindsey explained DNR understood they could not continue to require people to dig further and further down because there was the potential of undermining utilities and being too close to the streets when digging too deep. Lindsey referred to page 3 of the site management plan, which stated soil was excavated until no visual impact was observed. Lindsey believed Ameren had dug out as much as they could in that area. The risk base method used now days started with a low bar and default target levels. If one could reach those levels, the site could be used for any use. They then stepped up to a residential use clean-up level and then the non-residential level. Lindsey understood the question was whether kids could play in the dirt, and the answer was yes based on what the DNR had proposed here. There was not enough exposure. Lindsey pointed out the exposures were based on time line and site. Residential could assume 24-hours per day, seven days per week, 365 days per year, and kids would not be at the park for that many days. Treece asked Lindsey if he was being paid for his opinion tonight. Lindsey replied yes. Treece asked who was paying him. Lindsey replied he was working with John Ott, and explained three years ago, when this had first come up, he had been hired to interpret the documents into plain English.

Lindsey pointed out the northern part was either undisturbed clean area or had all been excavated out. The southern portion had not been excavated for some reason so it was the area that needed to be protected until it was cleaned up.

Fowler commented that she had heard City staff indicate that they had been told that it was not as bad as it looked when reading the document, but a lot of them had a healthy amount of skepticism reading the document because they wanted to be extra cautious and appropriate. The correspondence with the DNR had included discussion about the potential risk of vapor intrusion, and that those standards might have evolved since 2006 when Ameren had signed up for this voluntary program. Fowler asked for information regarding vapor intrusion and what that looked like in the context of acquiring the property. Lindsey replied vapor intrusion happened with some contaminants still in place as some amount of vapor could emanate from that contamination. Generally, if the surface was open or capped, no one was exposed. By constructing a building, they would be putting a cap on top of it, which meant any vapor would be caught in the cap. They were saying vapor intrusion needed to be considered if they were constructing a building so any vapors would be caught in the cap.

Fowler asked what would happen if they did not construct a building on it. Fowler wondered if that meant they had less concerns about vapor intrusions because it would dissipate when it hit the air. Lindsey replied that was correct.

Fowler commented that it felt as though they doubted the veracity of the environmental covenant only three years later because it had language that said some things were not of concern or did not pose a risk. Fowler asked Lindsey to help them understand whether they could count on what they were reading or if they should have an additional level of skepticism as to whether this had been a clean-up that had been taken with genuineness and had integrity. Lindsey replied this had been negotiated between Ameren and the DNR. They had people, such as scientists and doctors, who had risk-based corrective clean-up levels established. It was a matter of whether they trusted DNR. Lindsey stated he felt they were trustworthy, safe, and proven, and thought the same type of clean-up levels had been used at other manufactured gas plant sites throughout Missouri.

Skala understood the southern portion of the site could invite further remediation and

asked for clarification. Lindsey referred to the second to last page of his handout and replied they had not dug up the 15-20 feet along Ash Street. Skala asked if that was paved. Lindsey replied it was asphalt paved. Skala understood it was essentially capped. Lindsey stated that was correct. Skala commented that theoretically the entire site could be capped with a green roof and landscaping on top of it. Skala understood that might be prohibitively expensive, but it would be the safest alternative. Lindsey agreed that could be done now because the surface was considered cleaned by the DNR. Pitzer asked Lindsey how common it was for a buyer to do their own environmental assessment prior to purchasing the property. Lindsey replied it was common, but this had been studied to death already. They had multiple items documenting the soil samples and groundwater. Pitzer asked Lindsey if he thought an independent environment assessment would provide any additional or valuable information. Lindsey replied he did not know, and reiterated that the DNR had prepared this with all of their risk-based standards. Lindsey did not believe they would lie to them. Lindsey noted the City could hire another outside risk consultant to look at it, but he thought it would say something similar to what they already had.

Barbara Hoppe, 607 Bluff Dale Drive, commented that she had served on the City Council for nine years, from 2006 through 2015, and had led the coalition to save Stephens Lake Park as well as being a co-chair for the first park sales tax ballot initiative that had allowed for the acquisition of Stephens Lake Park and later more parks and trails for Columbia. Hoppe explained that when she had been serving on the City Council, the possibility of the City purchasing the Ameren property had come up for contemplation after remediation. In 2010, after much time, expense, and energy, the H3 Studio Charrette Report had been finalized. The outcome of the process had been for the Ameren property to be acquired for a multi-use public outdoor event space for the downtown arts district, and the overarching goal and vision had been to enhance, expand, and strengthen the downtown arts district. Hoppe stated she had been pleased that Mike Griggs was still in the Parks and Recreation Department and involved in the process. Hoppe noted she had read the DNR covenants twice, and it was clear from those covenants and the original staff memorandum regarding the spill that the DNR covenants allowed for the uses consistent with the overall recommendations, goals, and visions of the Charrette for this property, and that only the live and work structures would not be allowed. Hoppe understood Ameren had excavated over 30,000 tons of contaminated soil and debris from the site, and had removed the majority of the contaminant mass from the site. The depth of the excavation had varied from 14-21 feet below grade. The excavations were backfilled with clean rock and "there is no health risk" if groundwater was not used and no residential use was allowed, such as single-family homes, condos, or other structures with basements. Hoppe pointed out care needed to be taken and communications with the DNR were necessary. In addition, the Parks and Recreation Department had dealt with Brownfield contaminated areas before and had successfully created areas in the community that were valued, used, and safe. Hoppe felt the Council should honor and follow the decisions and work of the community in the Charrette process. It was clear the City could use this property in the overall vision and goals that had been set by the Charrette minus the live/work area. Hoppe strongly supported the City acquiring the Ameren property consistent with the vision and the overarching recommendations of the Charrette Report. Hoppe stated she thought it was important to honor the process and work of the community in studying and recommending things with follow-through even if it was years later.

Nickie Davis explained she was the Executive Director of the Downtown Community Improvement District (CID) with offices at 11 S. Tenth Street, and noted it was important to have a greenspace in the downtown and in an urban area in general. Davis commented that both the downtown and arts village district had been working to make this happen for years. Davis stated many studies had shown that greenspaces in urban environments reduced violence and provided its citizens physical activity, relaxation,

piece of mind, and a place to escape from the heat. It allowed for a more livable community and sustainable environment. In urban environments, the gap with regard to life expectancy was staggering. People in lower income areas were expected to live ten years less than those living in higher income areas due to greenspaces, lawns, gardens, etc., as those with lower incomes tended to live in much more overcrowded and heavily concreted areas. This greenspace would provide opportunities for active and engaged lifestyles. It was the type of investment the City could make on behalf of its citizens for better mental wellbeing. The purchase of the property would bring nature to the citizens of the area. Davis noted they were very excited to see this move forward and expected to use it in multiple ways.

Glenn Rice, 602 Redbud Lane, commented that he and his wife, Tracy Greever-Rice, had lived in or owned multiple houses in the North Village area for 20-plus years, and they had always actively supported the neighborhood. Rice stated they were very gratified with the progress that had been made in the North Village area in the last 15 years or so with many new businesses and continued improvement. The Ameren property had been a hazard and an eyesore for more than 50 years, and the cause of some of the environmental problems was not only due to Ameren, but it was also due to a coal-gasification plant that had been located in the area when coal gas was used to light City streets leaving a lot of coal tar underground. Rice pointed out neighborhood residents had been advocating for clean-up of the area as early as 1974. Rice explained he played a small part in improving the property in the 1990s as he had suggested they place strips and fencing there to help catch windblown debris that had been coming into the residential neighborhood nearby. Rice commented that the neighborhood in the area had endured several rounds of apartment and office development in ways that had not always been positive for the neighborhood. They now had the opportunity to follow the recommendations of the Charrette, which was a process he had participated in, and to do the right thing for the neighborhood. Rice felt the property should be purchased to hold with an eye for a thoughtful future use within the recommendations of the DNR report and the wishes of the neighbors in the larger community as the Charrette Report had suggested. Rice stated the Council had a chance to make up for mistakes made by some of their predecessors, and asked the Council to do the right thing by purchasing the property.

Michael MacMann, 113 Hubbell Drive, commented that he laid his head 78 feet from the Ameren property, and noted the report showed different levels of disturbance depending on the location. Much had been made of the 31,000 tons that had been taken from the property. When looking at the covenant between Ameren and DNR, on page 32 or 33, Figure 2 showed a delineation that was clear and clean. It was the gravel area as it had been excavated because it had been a manufactured gas holding area. It had been the most problematic area and had been full of tar. Figure 2 also showed several other striated or drawn areas, particularly to the south and around the little building, and there was still pollution there. MacMann understood the DNR had addressed why the south side had been capped to some degree, and explained the central area had been excavated because it had the most intense pollution. MacMann stated the DNR believed the area to the south involved leakage from the tank. In looking at Figure 2, the pollution extended exactly to the fence line. Since it had not been tested, the DNR did not know if the pollutants extended beyond the fence line to the south. MacMann felt that was an area of great concern. MacMann commented that he wanted something on this property, but believed they needed to do their due diligence. If someone else was purchasing the property, they would be held to a high standard and be watched carefully. If the City was going to purchase the property, MacMann thought it would be wise to develop a set of options for the property and determine the associated costs. MacMann stated he remembered the mitigation work associated with the Flat Branch and Wabash Station sites, and it had been extensive. MacMann commented that he did not know if there was groundwater associated with the property, but any water would run off to the northwest.

MacMann pointed out there was erosion, and it appeared concrete and gravel had been placed in the eroded areas. MacMann reiterated he thought they should be cautious and that an additional environmental evaluation would be sound. MacMann explained he trusted the DNR, but the property had been tested in 2013 and 2014, which was after the Charrette had been completed, and the DNR and Ameren had been in negotiations for four years afterwards. Ameren might have a different goal than the City. MacMann did not believe Ameren wanted to own a superfund site, particularly when they had not created the problem as they had only purchased the property. MacMann thought it would be great if they received a Brownfield grant of \$400,000-\$500,000, but believed the cost would likely be more than that.

Barbara Jefferson, 305 N. Fifth Street, commented that she had lived in the First Ward since the mid-1960s and did not believe there was any reason they should purchase this property. Jefferson was not sure why the City was even interested in purchasing this land. Jefferson suggested they not purchase it, but if they did, she agreed with MacMann that further testing was necessary. Jefferson explained this reminded her of the Flint, Michigan, situation as this was toxic land, which was concerning. Jefferson stated she was also concerned that Ameren had not had any other offers for the land. Jefferson commented that more answers were needed prior to moving forward.

Tootie Burns explained she maintained studio space at 106 Orr Street and was the President of the North Village Arts District Board of Directors. Burns asked those in attendance and in support of the City acquiring the property for greenspace to stand. Approximately, twelve people stood. Burns noted the Board and present business owners agreed unanimously to support the City in acquiring the Ameren site as greenspace at their meeting last week. The Board along with property owners, business owners, and residents were committed to providing activities and programming, assisting in the beautification of the area, and working with other organizations, such as the Parks and Recreation Department and the Office of Cultural Affairs, to provide meaningful artistic and other activities for the entire community after the property was acquired for greenspace. Burns urged the Council to prioritize the acquisition of the property through the Parks and Recreation Department, and to keep it as an open space to provide connectivity and outdoor opportunities for everyone. Burns also asked them to not throw up roadblocks to a project that had been discussed and encouraged for almost a decade, had been cleared by the DNR and independent findings, and was supported by the community.

Van Hawxby, 3809 Larkspur Court, stated he was the founder of Dogmaster Distillery, which was located at 210 St. James Street in the North Village Arts District and adjacent to the Ameren Lot. It was the property directly east of the metal building that had been discussed tonight. In addition to being a business owner in the downtown, Hawxby noted he sat on the Downtown CID Board. Hawxby understood the DNR had deemed the property to be safe, and that the expert that had translated the information to them had indicated the space was safe. In addition, Griggs had indicated the City could make it safer. Hawxby stated he wanted to see this as a greenspace and true to the Charrette Report, i.e., a downtown market area where people could gather. Hawxby commented that he wanted to see the City take possession of the property because there was really only one way for the downtown to grow, and that was along the COLT line. It would be nice if they could have a little spur that traveled to the Business Loop as it would create additional commerce and interest for the City.

Treece asked Hawxby if he would agree the risk was greater than zero. Hawxby replied he was not sure he could say that. Treece stated it was not safe. Hawxby noted he was not an engineer. Treece understood Hawxby had read the covenants, and felt if it was safe, there would not be any covenants. Hawxby explained he agreed with the DNR who had indicated it was safe. Treece commented that it was not safe for residential use. Hawxby stated it would not be used for a residential use. Treece commented that it was not safe for construction workers. Hawxby stated he was hopeful there would not be any

construction that went ten feet below the surface. Treece asked if the Downtown CID had considered purchasing it. Hawxby replied there had not been any discussion in that regard in the four years he had been on the Board. Treece asked if the Downtown CID would purchase it. Hawxby replied he could present it for the Board to discuss.

Kenny Greene explained he was with the North Village Arts District and thanked the City for getting them to this point as it had been an endeavor. Greene also thanked everyone involved for putting all of the issues on the table. Greene stated they wanted to do less on the property so there was more. By doing less and following the covenant, they could develop a nice green spot to allow things to continue to grow. It would be safe for everyone due to the uses they envisioned and the methods utilized. Greene thanked Griggs for his research and support, and asked the Council to help them attain the park.

Mikel Fields, 4619 Salem Drive, noted he was a Columbia native, a member of the Downtown CID Board, a local business owner, and soon to have a studio in the North Village Arts District. Fields stated he was a believer of the downtown area, which was why he had chosen to be on the Board and invest in the central area. Fields explained he agreed with Hawxby in that the only way for the downtown area to grow and evolve was to go northward. Fields commented that he saw the purchase of this property as an opportunity, and pointed out various community leaders were willing to cooperate to ensure people were not put in a position to be harmed. Fields wondered who was to say what was happening under the concrete where it was capped, and whether it had spread to Rose Music Hall where people already gathered. Fields felt they had the opportunity to do what was right versus the property being sold to someone else. Fields asked the Council to consider the resources available. Fields explained he had attended Hickman High School and played basketball at Columbia College, and wished they could place a basketball court on the property to make it a fun place. Fields stated he envisioned Peace Park as Mizzou's entrance to the downtown area and felt they needed to bring things to the north part of the downtown near Columbia College. Fields noted he understood the concerns, but felt the City should step up to be the leaders to ensure it was handled correctly.

There being no further comment, Treece closed the public hearing.

Fowler commented that it had been a particularly challenging time for the North Village area when she had been the North Central Columbia Neighborhood Association (NCCNA) President due to the development of Brookside Apartments, which involved 725 beds. There was a C-2 wall of unbroken space and increased density in the College Avenue and Walnut Street area, and there had been a catastrophic fire during the construction of the Brookside Apartments resulting in trauma to the neighborhood due to the cleanup involved. Through that bleak time for the neighborhood, they had their experiences of being active in the Charrette process in 2010. Those that participated felt the Ameren site, when acquired and brought into the Parks and Recreation Department inventory, would provide necessary mental and visual rest for an area that had been hyperactive in terms of development during that time and had experienced significant negative consequences as a result of that development. Fowler commented that the neighborhood had held onto the idea that the Ameren site would come into the City's inventory of parks. Fowler stated the safest way forward as a responsible property owner was to do less with the property rather than building on it or disturbing the soil. This was also consistent with the Charrette and the actions of the neighborhood going forward. Fowler noted she supported the acquisition of the property and doing less with it in terms of the associated expense and for its potential to provide mental and visual rest along with the potential given the subsequent investment that had been made by each small business operating out of the North Village area. Fowler stated she supported the ordinance to purchase the property and for it to be within the Parks and Recreation Department inventory as they were responsible stewards and had the experience needed to handle this site effectively given its history.

Treece noted he had failed to mention two written comments received by 4:00 p.m. today.

One was from Matt Wright at 811 Broadhead Street, who was supportive of development of the former Ameren space as a community greenspace in accordance with the 2010 Charrette Report. Wright indicated there was a distinct lack of greenspace in the downtown area with the only major spaces being Peace Park on the south edge, Douglass Park on the northwest, Flat Branch Park on the southwest. Having a park in that location would be a logical northeastern edge to go with the other greenspaces and would drastically increase options for downtown-adjacent gatherings. It was also ideally situated in the North Village Arts District where additional greenspace would be especially appreciated. The new park could be a gateway for a potential future trail along the COLT line. Alternative uses for the space were just not as logical, such as the mention of a transit hub since the Wabash Station was right around the corner, or a homeless drop-in shelter, which would be better served where the homeless population tended to be higher along the highways. The site would be uniquely positioned to serve as a multipurpose space, which could include outdoor theatre, food trucks, community gardens, playgrounds, and greenspace. The other was from Rick Shanker at 1829 Cliff Drive, who indicated he had concerns the property the City was considering to purchase had liabilities and risks that made it unworthy of the price requested. If the owner would accept a tax credit or a lesser amount, the purchase might be worthwhile. Shanker noted there were many parks that could use this funding, which would result in a better use.

Pitzer stated he agreed with the benefits cited for the potential use of the space, and his hesitation was in terms of order, if they entered into the agreement as a responsible property owner. Pitzer asked if they wanted to fully understand the risks and have a strategy for what they would do before entering into a contract for purchase or if they just wanted to purchase the property and see what happened. If they ended up with the site, it was determined to be safe, and it turned into the park everyone was talking about, it would be a great and a wonderful asset. Pitzer noted he had to think about the downside as well in terms of buying it and then finding out things were worse than anticipated and the costs were more than expected. Pitzer explained that was giving him pause and he was interested in what the others thought.

Skala commented that he was sympathetic to what a lot of people had advocated for tonight as he had also participated in the Charrette. Skala stated he was reluctant to charge forward without the stipulation that they obtain another independent environmental report. It might not yield a lot of new information, but it would clear up some of the issues relative to the south end and anything that went beyond the property boundaries. Skala noted MacMann had mentioned erosion and potential runoff to the northwest. Skala explained he wanted to flush out some of these issues. Skala understood there had been some back and forth in terms of pricing, and felt it was in the ballpark based on the appraisals. Skala believed the low intensive types of uses that had been referred to by Fowler were things they could strive for, but he was reluctant to move forward without some additional assurances in terms of the outstanding environmental questions.

Treece commented that contrary to public comments by him and others, he was not opposed to acquiring the site, but he had grave concerns about the risk they would transfer to the City and taxpayers. Ameren had made two attempts to remediate the site. Treece understood they had excavated 30,000 tons down to 20-plus feet, and he was cringing to think they would do better with grants to further clean up the property when the DNR had been unable to give a fully clean bill of health to a multi-billion dollar company that did this all of the time. The risk was clearly greater than zero. Treece noted the City Manager had said he did not want City employees working on the site due to the liability, and felt that should tell them something. In addition, it would drive up the price as they would have to utilize the private sector and especially skilled workers. If they had a plan on what this could be, it could be persuasive to him. Treece explained he was not opposed to capping it, and it could be utilized as an amphitheater or multi-purpose transit hub by moving the Wabash Station operations, inviting Greyhound

to come back to the downtown, and include electric charging stations along with some commuter parking. This would liberate the Wabash Station for a food truck yard as it was just across the street, had bathrooms, and was safe. Treece commented that without additional due diligence, he would feel really bad about attracting kids to play in the space when they knew what existed just inches below the surface. Treece understood the contract was subject to voter approval and assumed it would be a Parks and Recreation Department property. Treece was not sure how to navigate it if they approved this tonight and later wanted to use another source of funds, whether stimulus money, economic development money, or transit dollars.

Thomas stated he planned to support the bill. If there was serious contamination, such that they could not even follow the DNR guidelines in terms of using it for non-residential purposes, it was probably better that it was within the public sector versus the private sector since it was in such an important location within the middle of the downtown business community. Thomas explained he would rather have the City dealing with it in that situation than it being abandoned by the private sector.

Fowler commented that she understood the concerns of everyone and shared some of them, and believed they had an out in the contract. Fowler explained she had a keen interest in the property given the experiences of the neighborhood going back to 2010 and suggested they approve this for the purpose of a park knowing they had to do their due diligence should they get the voter approval for the park sales tax extension and should it pass muster with whatever next steps the City had in examining its uses, frailties, perils, or benefits as a park. Fowler understood they did not have the ability to do their due diligence until they were through the approval process for this ordinance. Fowler stated she thought they had the opportunity to look at all of those things and address all of the concerns. Fowler commented that she was not sure when they had to specify the date the ballot would go forward for the park sales tax and understood they wanted to include it as something the park sales tax extension would pay for in the conversations with the community. Fowler noted she thought they could address the concerns by taking the next logical steps knowing they had an out in the contract should the contamination information and concerns they had turn out to be a greater peril than the other documents had suggested.

Treece made a motion to amend B128-21 per the amendment sheet, which would delete the words "to be potentially used for greenspace, parks, arts, and/or market activities" in the title of the bill and in Section 1 of the ordinance. The motion was seconded by Pitzer.

Treece explained this would preserve maximum flexibility for any use the Council might want to explore instead of being limited to just greenspace, parks, arts, and/or market activities.

Fowler stated she understood and appreciated the spirit in which Treece had offered the amendment, particularly in terms of opening up additional funding sources in acquiring the property, but noted she would hold steady on her view that it would be best to be brought into the Parks and Recreation Department inventory. Fowler explained she would vote no on the amendment, but honored and appreciated the spirit in which it was offered.

Pitzer commented that the reason he seconded it and would likely vote in favor of it was not only for the flexibility, but also because he was not sure he wanted to tie it to the park sales tax. Pitzer stated he was concerned about putting the park sales tax at a greater risk if there was a situation that developed down the road. Pitzer did feel the end result he would argue for was any different than what Fowler wanted, but he was not sure tying it to the park sales tax was a good idea.

Skala stated he was inclined to agree with Pitzer to the extent this did not necessarily remove the possibility or even the likelihood it would become park property if they had the proper evaluations. It would liberate what they could do while they were seeking additional information in the interim. Skala noted he was willing to support the amendment to liberalize the process while they were seeking information.

Treece explained all they were doing was providing the City Manager the authorization to

sign the contract to purchase the property, which was still subject to the park sales tax, and he was not sure how to reconcile that issue. Pitzer commented that defeat of the park sales tax was one reason they could get out of the contract. Thompson stated from the legal perspective the City had the capacity to waive that particular contingency in the contract at any point in time if the Council decided it wanted to waive it. Passage of the park sales tax was currently a contingency in the contract, and Ameren could allow the City to waive that. It had been a City requirement, and not necessarily an Ameren requirement.

The motion made by Treece and seconded by Pitzer to amend B128-21 per the amendment sheet, which would delete the words “to be potentially used for greenspace, parks, arts, and/or market activities” in the title of the bill and in Section 1 of the ordinance, was approved by voice vote with only Fowler voting no.

Pitzer asked how much more diligence and further assessment the City might be able to do between now and November 30, which was when they had to close on the contract. Glascock replied he thought another third-party assessment could be done. Glascock asked what Pitzer was thinking he might want done. Pitzer replied an assessment along with an evaluation of the assessment indicating what could be done with the property. Glascock noted Figure 2, which had been referred to by MacMann showed the areas that had been excavated along with the depth so they could calculate the volume addressed versus what might be left to do. Pitzer thought it would be helpful to know of some potential uses for the site based on the information from the assessment. Pitzer asked how long an assessment would take. Glascock replied he had never done one to this magnitude so he was not sure.

Skala commented that he would feel better having more information since they did not know what was within the capped area that had not been excavated and filled and the impacts of runoff.

Treece asked if the liability issue had been discussed as part of the negotiations. Glascock replied yes. Treece asked for the position of Ameren. Glascock replied Ameren felt that at the price it was being sold, which was less than the appraised value, they should not have to be responsible for the liability.

Glascock noted the assessment would only be for site. They were not able to go on private property. They could go under the street, but not across the street on private property. Glascock understood Pitzer only wanted the assessment for this the site. Pitzer stated that was correct. Glascock explained that if they found something under the street that might be on other property that the City would have to accept that liability as well. Glascock pointed out the coal gasification at the Wabash Station and the Fire Station had gone under the street. It had been cleaned up as well, which was why some of that street had been changed. Pitzer stated he wanted them to do more diligence over the next seven months so they understood what might need to be done for the use decided upon. Glascock noted he understood.

Treece asked how they pulled back if it was bad news. Pitzer replied they could then get out of the contract. Glascock agreed, if there was something new on the site that they had not anticipated.

Treece asked for the source of the pollution on the Wabash Station site. Glascock replied it was coal gasification. Treece asked if it migrated from the subject site. Glascock replied no, and stated he believed the coal gasification had occurred on the Wabash Station site. Treece asked if it was Columbia Coal Gas. Glascock replied yes. There had been an old building there that had been torn down, and the site was then cleaned up.

Fowler commented that she felt it would be helpful to know the cost to put it into the Parks and Recreation Department inventory as a greenspace use along with the cost of

any other use the City Manager was contemplating or that had been discussed. Fowler wanted to ensure they had enough specific information as possible. Fowler felt that was part of the uncertainty with this. They needed to know the cost to do the next responsible thing. Fowler pointed out the City had already cleaned up several sites in that area and in other parts of the downtown because manufacturing and dirty industry used to exist in the downtown. Fowler reiterated her request for that specificity.

Glascocock asked Fowler if she wanted public input on the uses of the land. Fowler believed they had received public input tonight on the uses of the land, and that by removing language from the ordinance, they were contemplating additional public input. Fowler felt the public would want to know the cost and complexity of each potential use when providing public input. Fowler reiterated they needed the answers to some of the questions voiced tonight.

Treece asked if everyone was in agreement to the request of Fowler. Skala replied he wanted better than ballpark figures in terms of what might be involved with capping, what might be anticipated in terms of moving transportation facilities, etc., but did not see the need to nail it down to a precise figure. Skala explained he wanted a general idea of what some of the options might involve. Fowler commented that they had in-house expertise they could lean into since they had done this with other parcels. Fowler agreed they did not need to go to that level of specificity, but pointed out they needed more information than they had now. In addition, they needed information on potential alternate uses.

B128-21, as amended, was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, FOWLER. VOTING NO: TREECE. ABSENT: PETERS. Bill declared enacted, reading as follows:

VI. OLD BUSINESS

B118-21

Approving a major amendment to the PD Plan for “Ash Street Community” located on the south side of Ash Street and west of Greenwood Avenue (906 W. Ash Street); granting a design adjustment relating to the width of the internal sidewalks along Ash Court (Case No. 72-2021).

The bill was given second reading by the City Clerk.

Community Development Director Tim Teddy provided a staff report.

Thomas stated he had participated in ex-parte conversations with the developer and had visited the site. Thomas asked how the 20-foot width had been determined. Teddy replied it was the minimum width for a fire lane, and was non-negotiable as the fire service needed to have at least 20 feet. Teddy noted there was a three-point turnaround about two-thirds a way into the site. It would be what they would use to turn their apparatus around. Through the planned district process, an individual could request a private street, and there were not really defined standards for private streets. In addition, private streets were not used very often in residential areas. This was kind of a common interest community so it seemed to fit. It was also a constrained site so it seemed to be good to be flexible with the street standard. Thomas commented that he believed a fire truck was a lot less wide than 20 feet. Teddy noted that was codified in the fire code.

Thomas asked how this differed from stem lots where multiple homes shared a single driveway that was not 20 feet wide. Teddy replied if those had been designed today, the fire service would have similar comments.

Thomas understood there had been a lot of discussion at the PZC meeting regarding people with disabilities and those using mobility devices, and asked if the Disabilities Commission or the Bicycle/Pedestrian Commission had been asked for an opinion on this situation. Teddy replied they had not been asked to review the plan.

Fowler commented that she had found it endearing that a neighbor had wanted to make sure the kids in the neighborhood could take the shortcuts to access their friends, and asked if the six-foot screening could be vegetative, like tall bear grass, versus a hard type

of screening so they could keep the interconnectivity. Teddy replied the way the recommendation had been stated was for a "screening device" so he believed it could be vegetative. Teddy explained he did not believe the idea involved the containment of people. Teddy thought it was all about privacy as some wanted their privacy while others did not. Teddy commented that this particular development had a lot of neighbors. Teddy pointed out the City did not require single-family to be screened from single-family.

Treece understood the request was for a 4-foot sidewalk and that the PZC had recommended a 5-foot sidewalk. Teddy stated that was correct as an alternative. Treece asked if that had to be done in the ordinance. Teddy replied he thought they would need to tell the developer to change the plan because the plan that had been submitted along with the ordinance was in favor of the developer's request. Treece noted it said four feet in width rather than the required six feet in width, and asked if an amendment to the ordinance accomplished what was needed. Teddy replied yes.

Kay Wax, 1001 Johnmeyer Lane, explained she was the developer and she was requesting they be allowed to construct a 4-foot sidewalk instead of a 5-foot or 6-foot sidewalk. Wax understood the Americans with Disabilities Act (ADA) indicated the sidewalk width be three feet, and if the sidewalk was less than 60 inches wide, passing spaces be constructed every 200 feet. The passing spaces could be a driveway or a wider section of concrete. Wax pointed out they adequately met passing spaces and there was less than 50 feet between parking spots or driveways. Wax noted she was proposing a 4-foot sidewalk because she wanted to have less concrete since the pocket neighborhood had been developed with the CAAP in mind. Less concrete assisted with stormwater management. The sidewalk was 300 feet in length, and the two feet less of sidewalk for that length would mean 50 cubic feet of more stormwater for every inch of rain that went into their already overused stormwater system. Wax preferred for the rainwater to go back into the ground to assist with the natural habitat development they were trying to have at that location. Planted along the access road was an apple orchard, a garden spot behind the firetruck turnaround, and natural and edible vegetation and landscaping around the storm detention pond. They wanted the water to go into the ground to support that natural habitat. Wax pointed out 300 feet of concrete, two feet wide, and four inches deep equaled one ton of concrete and one ton of carbon dioxide into the air. Wax understood the Council had passed a resolution, R130-18, which indicated the community needed to reduce carbon dioxide gases through local policies, services, and practices, and this provided an opportunity to do that. Wax explained it would contribute to a more pleasing and aesthetic neighborhood and a healthier environment. The concept of a pocket neighborhood provided alternatives for people in the community to have rich, healthy lives. With regard to the fencing Wax pointed out it was not a requirement and it had only been discussed when the initial plan had been passed. Wax noted six-foot privacy fencing had been installed on the east side of the property. As a good neighbor, she had reached out to each neighbor asking if they wanted the privacy fence, and if they had indicated they did, she had paid for it along with the installation of it. The person in the area on the northwest had indicated they did not want privacy fencing. The area on the west involved natural and tall trees, and those property owners did not want fencing either. The area to the south was property they had purchased to accommodate the stormwater water and sewer requirements, and they did not want fencing there because they wanted to allow access for the neighborhood to go to West Broadway and other areas. They did not want this to be a fenced or gated neighborhood. They wanted it to be open to the neighbors and the community so it would provide for a welcoming environment. Wax reiterated they did not want excess concrete or any additional fencing.

Thomas asked Wax if she had reached an agreement with all of the neighbors surrounding her property with regard to fencing. Wax replied yes. Thomas understood no neighbor was dissatisfied with what was being done. Wax stated that was correct, and noted they were all very supportive of what they had planned.

Thomas asked Teddy about the purpose of putting something into this plan regarding fencing. Teddy replied it had been a commitment that had been made in July of 2019 when it was still a plan and not under construction. Teddy thought an individual on Greenwood Avenue had indicated they felt fencing should be required. Teddy understood that property might have a solid fence now. Teddy explained they had picked up on that commitment based on the comment of a neighbor. Thomas stated he felt including the fence in today's ordinance was a solution to a problem that did not exist. Teddy understood and pointed that they ordinarily did not require a fence. It had been something staff felt obligated to mention when it had come back to the PZC, and they had offered some thoughts on it, to include the idea of opting out. Thomas asked if it was an issue or not. Teddy replied it was if someone came forward wanting privacy fencing. Otherwise, Teddy was not sure of its importance. Wax pointed out it had not been an issue with any of the neighbors with which she had spoken. It was solely an issue the Community Development staff had raised.

Treece stated he was inclined to support the five-foot sidewalk as four seemed too narrow, especially in a community they wanted to be walkable.

Skala commented that a discussion regarding the width of sidewalks had been held years ago, and they had ultimately decided upon a standard of five feet, primarily due to the disabilities community and two-way traffic on the sidewalk. Skala stated he was inclined to agree with Treece.

Treece made a motion to amend Section 3 of B118-21 by deleting "four (4)" and inserting "five (5)" in lieu of thereof. The motion was seconded by Waner.

Thomas commented that he wanted to support the efforts of the developer because they were doing what they really wanted to see from developers in terms of redeveloping areas of the City in a way they needed to be redeveloped to prepare for the climate changes that were coming and creating smaller, more affordable options for people. If the Disabilities Commission had specifically looked at this and had indicated they were not comfortable with a four-foot sidewalk, Thomas noted he would have likely supported that, but given that had not happened, he planned to support the amendment.

The motion made by Treece and seconded by Waner to amend Section 3 of B118-21 by deleting "four (4)" and inserting "five (5)" in lieu of thereof was approved unanimously by voice vote.

Treece stated he was agreeable to whatever they wanted to do with the screening.

Thomas noted he was unclear as to what this vote would do with regard to screening, and asked if someone could explain it.

Treece asked if this changed the screening requirement or if it was only being brought to their attention. Teddy replied the recommendation had been to deny the revision and direct the applicant to submit a revised plan meeting the approval conditions suggested by the PZC.

Treece understood there was nothing in the original plan that required screening. Teddy stated that was correct. Treece understood there was nothing in the Unified Development Code (UDC) that required screening either. Teddy stated that was correct. Teddy explained he had read through the PZC minutes and it had only been briefly mentioned. Teddy agreed there had not been anything in a statement of intent or on the plan itself.

Treece asked Wax if she was happy to accommodate screening for any of the neighbors that desired it. Wax replied she had already installed six-foot privacy fences for everyone on Greenwood Avenue that had requested it. Wax pointed out she had purchased it and had paid for its installation. The neighbors had not been responsible for any of the cost.

Pitzer noted he was still unclear because the bill before them approved a major amendment to the PD plan and there was a separate provision for the sidewalk. Pitzer asked what was being amended in the PD plan. Teddy replied just the sidewalk because there was not any reference to screening on the prior PD plan. Pitzer asked why there

was a separate design adjustment for the sidewalk. Thompson understood Pitzer was asking for the difference between this PD plan and the prior PD plan. Teddy replied it was the dimension of the sidewalk. Thompson asked if that was the only difference. Teddy replied yes.

Thomas understood if they approved the ordinance, as amended, it would not place any additional burden on the developer regarding fencing. Teddy stated there was not any language in the ordinance that was before the Council with regard to fencing.

B118-21, as amended, was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PETERS. Bill declared enacted, reading as follows:

B133-21

Authorizing the City Manager to grant temporary right of use permits to restaurants to allow the use of parking stalls located in the right-of-way for additional seating.

The bill was given second reading by the City Clerk.

Glascok provided a staff report, and pointed out the ordinance was correct in terms of the insurance being \$1 million. The memo, which indicated the insurance was \$3 million, was not correct.

Fowler wondered about the duration. Glascok replied he felt his limitation was for about three weekends. Glascok explained the Council could make it longer if they desired. He just did not feel comfortable allowing it for more than three weekends.

Fowler understood they would have to level the seating, provide barriers, etc., and it did not seem as though restaurants would get any benefit from it if they had to dismantle it within 20 days only to then apply to bring it back.

Fowler made a motion to amend Section 1 of B133-21 by substituting twenty (20) days with ninety (90) days.

Treece asked if it would be not to exceed 90 days. Fowler replied yes.

The motion made by Fowler to amend Section 1 of B133-21 by substituting twenty (20) days with ninety (90) days was seconded by Thomas.

Thomas asked Glascok why he felt there was a need for a limitation at all if it was the parking space in front of a particular business. Glascok replied he was not comfortable because it would be used for a private purpose when it was normally utilized for a public purpose.

Thomas asked how it worked with the parklets, and whether the parklets were still being done. Glascok replied they had done the parklets until they had been busted up by a car. They had not rebuilt them since. Glascok pointed out it was a liability issue. Thomas asked about the rules then and wondered if there had been a limit on the time. Glascok replied it had been a Parks and Recreation Department initiative, and they had paid for the spaces and moved the parklet around in the downtown.

Thomas understood the difference here was that the parking utility would lose revenue. Glascok thought they were paying for the parking spaces so they would not lose revenue. Treece understood they would lose the turnover of those spots. Glascok agreed they were losing the parking spaces. Thomas understood they had lost the spaces with the parklet as well. Glascok agreed.

Davis explained she was the Executive Director of the Downtown Community Improvement District (CID) and was available to answer questions. Treece asked if they had a preference between 20 and 90 days. Davis replied she preferred the longer time frame. In looking at communities of a similar size to Columbia, Davis understood it would cost \$2,000-\$3,000 per business to design and build the outdoor seating. That did not include the cost of the parking spaces. In addition, the business might have to hire additional personnel to handle the outdoor business. Davis commented that this was the reason a longer time frame was preferred. Twenty days was too short of a time frame for that amount of money.

Thomas asked if any restaurants were interested in this at the present time. Davis replied yes. Thomas understood that had not been the case previously. Davis stated that was correct. Davis pointed out the 20 days would hinder that interest.

Thomas thought the businesses would want this full time after trying it on a pilot project basis. Davis thought there would be more interest after 1-2 businesses did this.

Pitzer asked how many tables could fit in a parking space. Davis replied it was likely three within one space while social distancing.

Pitzer asked if businesses would be limited to one space. Glascock replied he thought it was likely two spaces, and asked Davis if that was correct. Davis replied yes.

Pitzer asked if this would be in addition to the pick-up and drop-off spaces that were currently reserved. Glascock replied that had not been discussed. Pitzer wondered if there had been any discussion as to if they would be allowed to be placed on the same block. Glascock replied the spots utilized for this program would likely be right outside of the doors of the business. Glascock thought it might be the same spots in some instances.

Pitzer asked if there was a time length with regard to the free curbside parking spots. Davis replied no, and stated she was thankful for that as they were still being utilized. Davis thought they had about 30 spaces in the downtown, but they were not located on every block of downtown. Pitzer commented that he would be concerned about a situation whereby there were curbside spots and a parklet or two in the same block or area. Davis understood the approval of the majority of businesses around the business looking into this was required so she felt that would likely be addressed with that process.

Thomas asked from where the majority approval came. Davis replied she thought that was within the ordinance. Thomas asked if it was within what they were voting on tonight. Davis replies she thought so. Treece stated he did not see that. Thomas noted he had not either. Davis apologized as she thought it had been in it. Thompson commented that it was in Section 2 where it said "the person making an application shall, as a part of the application, present evidence that all users or owners or occupants of property abutting the area to be closed have been notified of the use, the dates and time of such use and their right to submit a written objection to the City Manager's office." Thompson explained that was consistent with a street closure request. Thompson pointed out it was difficult to enforce because there was no time frame by which to file the complaint and the applications were processed fairly quickly.

The motion made by Fowler and seconded by Thomas to amend Section 1 of B133-21 by substituting twenty (20) days with ninety (90) days was approved unanimously by voice vote.

Treece understood there was not a sunset date within the ordinance and it was not pandemic specific. Treece thought they might have difficulty taking it away if there were problems, and asked if they wanted to include a sunset. Pitzer understood the ordinance was only in effect for the calendar year of 2021. Glascock stated that was correct. Treece thanked them for pointing that out to him.

Waner stated she was excited to see this along with the potential of 90 days. Waner felt they should do what they could to support businesses after COVID, and getting restaurants and diners outside safely was an aspect of that.

Treece commented that they probably should have done this last year as it helped to expand their footprint while maintaining social distancing. Treece understood blocks of Washington DC had that. Waner agreed they should continue to reward them for doing good work if they could safely operate.

B133-21, as amended, was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PETERS. Bill declared enacted,

reading as follows:

VII. CONSENT AGENDA

The following bills were given second reading and the resolutions were read by the City Clerk.

- B119-21 Rezoning property located on the south side of I-70 Drive SE and approximately 600-feet west of St. Charles Road (5304 I-70 Drive SE) from District PD (Planned Development) to District M-C (Mixed-use Corridor) (Case No. 81-2021).
- B120-21 Changing the uses allowed within the "Shell Building Lot 2 Broadway Bluffs Subdivision" C-P Development Plan located on the northeast corner of the Broadway and Broadway Bluffs Drive intersection; approving a revised statement of intent (Case No. 77-2021).
- B121-21 Approving the Final Plat of "Copperstone Commercial Plat 2A" located on the southwest corner of the Frontgate Drive and Frontgate Lane intersection; authorizing a performance contract (Case No. 64-2021).
- B122-21 Approving the Final Plat of "Auburn Hills, Plat No. 14-A" located on the south side of Brown School Road and west of Derby Ridge Drive; authorizing a performance contract (Case No. 80-2021).
- B123-21 Authorizing Amendment No. 1 to the contract with Consolidated Public Water Supply District No. 1 of Boone County, Missouri relating to the relocation of a waterline along the north side of Route K as part of the Sinclair Road/Route K/Old Plank Road roundabout improvement project.
- B124-21 Authorizing a right of use license permit with Parks Amusements, LLC for construction, installation, maintenance and operation of a private railing and terminal posts with string lighting within a portion of the Locust Street right-of-way.
- B125-21 Authorizing the acquisition of easements for construction of the College Avenue, Court Street and Hickory Street sanitary sewer improvement project.
- B126-21 Authorizing the acquisition of easements for construction of storm water improvements on Bray Avenue, east of Longwell Drive.
- B129-21 Authorizing an information exchange agreement with Boone County, Missouri, on behalf of its Boone County Sheriff's Office, for access to the Columbia Police Department's records management system to aid in investigations and warrant service.
- B130-21 Authorizing an information exchange agreement with Boone County, Missouri, on behalf of its Boone County Sheriff's Office, for access to the Boone County Sheriff's Office records management system to aid in day-to-day patrol activities and investigations.
- B131-21 Authorizing and ratifying a cooperative service agreement with The Curators of the University of Missouri, on behalf of University of Missouri Health Care, for COVID-19 vaccination provider services.
- B132-21 Authorizing a program services contract with the Missouri Department of

- Health and Senior Services for HIV prevention services; amending the FY 2021 Annual Budget by adding a position in the Department of Public Health and Human Services; appropriating funds.
- R54-21 Setting a public hearing: proposed construction of a recycling drop-off center at the Parks Management Center located at 1501 W. Business Loop 70.
- R56-21 Declaring the results of the April 6, 2021 municipal election.
- R57-21 Authorizing a cooking matters satellite partnership agreement with Operation Food Search, Inc.
- R58-21 Authorizing a tourism development sponsorship agreement with The Columbia Art League for the 2021 Art in the Park event.
- R59-21 Authorizing a tourism development sponsorship agreement with American Junior Golf Association, Inc. for the AJGA Stan Utley and Mid-American Youth Golf Foundation Junior Championships event.
- R60-21 Authorizing application to the Missouri Division of Tourism for the FY 2022 Cooperative Marketing Program to broaden countywide marketing efforts.
- R61-21 Authorizing staff to proceed with the preliminary design and expenditure of funds associated with the proposed construction of a recycling drop-off center on City-owned property located on Oakland Gravel Road, adjacent to a Water Utility pumping station and Fire Station #4; directing that a public hearing be held upon completion of the preliminary plans.
- R62-21 Approving the "Discovery Park Subdivision Preliminary Plat Revision #4" located west of the intersection of Nocona Parkway and Endeavor Avenue (Case No. 82-2021).
- R63-21 Approving the Preliminary Plat of "Crossroads North Subdivision" located on the southwest corner of the Vandiver Drive and Range Line Street intersection (Case No. 88-2021).
- R64-21 Ratifying Order 2020-21 and Order 2020-22 issued by the Health Director and authorizing the Health Director to extend the effective date of the rules and regulations contained in Order 2020-22 for a period of time greater than twenty-one (21) days.

The bills were given third reading and the resolutions read by the City Clerk with the vote recorded as follows: VOTING YES: WANER, SKALA, THOMAS, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PITZER (Pitzer stepped out during the vote on the consent agenda), PETERS. Bills declared enacted and resolutions declared adopted, reading as follows:

VIII. NEW BUSINESS

- R55-21 Setting a public hearing: voluntary annexation of property located on the south side of Gans Road and the east side of Bearfield Road (2550 and 2700 E. Gans Road) (Case No. 130-2021).

The resolution was read by the City Clerk.

Fowler asked how the notice process worked for non-city residents as they would be affected by the annexation. Teddy replied notices were sent to the property owners within 185 feet of the subject property boundaries regardless of the property being within

County or City jurisdiction or being owned by the State, City, or some other entity. Teddy pointed out they also placed an ad in the newspaper and posted a sign on the property with a phone number on it.

Fowler asked if any allowances were made for the fact that the lots were larger in this area, and 185 feet was not very far due to the size of the lots. Teddy replied they followed the City Code, so it was a one-size-fits-all situation. Teddy noted it had been pointed out to them at the PZC hearing that the County had a wider radius. Teddy explained they also notified neighborhood associations within the City that were within 1,000 feet of the subject property. Fowler asked if the City tracked County neighborhood associations. Teddy replied no.

Fowler asked if the surrounding property owners were eligible to submit a protest petition. Teddy replied there was a protest petition process for any requested zoning. It required ownership of property that added up to at least 30 percent of the perimeter using that 185 foot radius. The City would have to receive the signatures and the list of addresses to which they pertained. The City Clerk would verify the signatures for each property and the Community Development Department staff would determine whether the 30 percent had been met.

Fowler asked if the annexation request qualified as a zoning request due to the change in zoning from the County to the City. Teddy replied anything involving a zoning change qualified for a protest petition, and all annexations had to have to some permanent zoning assigned to them. They all went to the PZC for a recommendation on the zoning.

Fowler asked if such a process was underway. Teddy replied he had been contacted by an individual that was interested in submitting a petition, but they had not received it yet. Teddy noted there had been a lot of people signing documents informally, and referred to the online change.org petition. Teddy pointed out that was just a statement.

Teddy explained a valid protest petition would require a supermajority for the zoning vote, and the zoning vote would be coupled with the annexation.

Fowler asked about the deadline for submission of the protest petition. Teddy replied the Wednesday before its introduction on the agenda. Amin clarified it was the Wednesday before the Council would vote, and it was noon on that Wednesday.

R55-21 was read by the City Clerk, and the vote was recorded as follows: VOTING YES: WANER, SKALA, THOMAS, PITZER, TREECE, FOWLER. VOTING NO: NO ONE. ABSENT: PETERS. Resolution declared adopted, reading as follows:

IX. INTRODUCTION AND FIRST READING

The following bills were introduced by the Mayor unless otherwise indicated, and all were given first reading.

- B134-21 Authorizing and ratifying a second amended agreement with Boone County, Missouri for administration of CARES funding for public safety employee expenses.
- B135-21 Approving a major amendment to the Planned Development Plan for "Scooter's Coffee Near Shoppes at Stadium" located on the northwest corner of the Stadium Boulevard and Ash Street intersection; approving a statement of intent (Case No. 92-2021).
- B136-21 Approving the Final Plat of "Mallard Point, Plat No. 1" located on the west side of Lake of the Woods Road and approximately 600 feet north of Geyser Boulevard (2801 N. Lake of the Woods Road) (Case No. 73-2021).
- B137-21 Approving the Final Plat of "Fyfer's Subdivision, Plat No. 2" located on the north side of University Avenue and east of William Street (1611, 1615 and

- 1617 University Avenue); authorizing a performance contract (Case No. 65-2021).
- B138-21 Approving the Final Plat of “Breckenridge Park, Plat No. 2” located south of the western terminus of Smith Drive; authorizing a performance contract (Case No. 205-2020).
- B139-21 Approving the Final Plat of “Lake of the Woods Center, Plat No. 3” located on the south side of Freedom Drive; authorizing a performance contract (Case No. 102-2021).
- B140-21 Authorizing an annexation agreement with The Eric and Nicole Blume Family Revocable Trust for property located on the south side of Richland Road (7750 E. Richland Road) (Case No. 139-2021).
- B141-21 Authorizing a Governor’s Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the construction of the Discovery Parkway (Discovery Drive to Rolling Hills Road) extension project.
- B142-21 Authorizing a right of use permit with The Curators of the University of Missouri for construction and maintenance of a chilled water distribution pipe, control conduit, and domestic water pipe within portions of the Hitt Street right-of-way.
- B143-21 Authorizing a right of use permit with Missouri Network Alliance, LLC, d/b/a Bluebird Network, for the installation and maintenance of fiber optic cable within portions of certain City rights-of-way.
- B144-21 Amending Chapter 14 of the City Code to prohibit parking on a portion of Waco Road.
- B145-21 Authorizing the acquisition of easements for the replacement of water distribution infrastructure along Business Loop 70 between Fay Street and Old Highway 63.
- B146-21 Authorizing a general agreement with Union Electric Company, d/b/a Ameren Missouri, for non-exclusive use of City-owned utility poles for the attachment of telecommunication devices.
- B147-21 Accepting conveyances for utility purposes; accepting Stormwater Management/BMP Facilities Covenants.
- B148-21 Amending the FY 2021 Annual Budget by adding and deleting positions in the Fire Department; amending the FY 2021 Classification and Pay Plan by adding and reassigning classifications.
- B149-21 Authorizing the City Manager to execute an easement to record site stewardship requirements relating to the Norma Sutherland Smith Park to the Land and Water Conservation Fund administered by the Department of Natural Resources.
- B150-21 Authorizing an agreement with Columbia School District No. 93 for playground improvement projects at Locust Street Elementary School and Rock Bridge Elementary School.
- B151-21 Authorizing an encroachment agreement with Magellan Pipeline Company,

- L.P. to allow a portion of a parking lot and concrete trail to be located within an existing gas line easement at The Vineyards Lake Park.
- B152-21 Authorizing a contract amendment with the State of Missouri - Missouri Department of Corrections to provide tuberculosis screening and testing services.
- B153-21 Authorizing a Memorandum of Understanding with the Missouri Department of Health and Senior Services for STD testing and treatment services.
- B154-21 Authorizing an agreement with the Mid-Missouri Regional Planning Commission to support the entrepreneurship program coordinator position staffed by Regional Economic Development Incorporated (REDI).
- B155-21 Authorizing a First Amendment to the professional performance (integrated) audit services agreement with RubinBrown LLP for a contracts performance audit; amending the FY 2021 Annual Budget by appropriating funds.
- B156-21 Authorizing a master services agreement with Upland Software, Inc. for the FileBound document management system; amending the FY 2021 Annual Budget by appropriating funds.

X. REPORTS

- REP26-21 Pedestrian Scramble Intersection Pilot Project at 9th Street and Elm Street.

Public Works Director David Nichols provided a staff report.

Treece asked if there was any objection to the request of Nichols, and no one objected.

- REP27-21 Draft Ordinance for Virtual Meetings and Virtual Public Participation.

Thompson provided a staff report.

Kate Graham, a Fifth Ward resident and a member of the Disabilities Commission, explained her late husband had been on two City commissions and had been the Chair of one, and when COVID had started showing up in Boone County, the commission meetings had stopped. Graham had asked her late husband why they could not do it over Zoom like they did with the Anthem Board, and did not receive a response. Soon after, she had attended a virtual meeting for the Columbia Public School (CPS) Board. All of the members had been pinned to the screen, and those wanting to speak were unmuted and then muted again when finished speaking. From the public standpoint, she felt that had gone off without a hitch. Graham understood they had to meet the Sunshine Law, but was not sure why they could not do something similar for City board and commission meetings. Graham understood Columbia had resumed in-person meetings early last winter for boards and commissions. Graham explained she had joined the Disabilities Commission around then and had attended the meetings in person, but it had been terrifying. Graham noted she had a child that had several chronic medical conditions and her dad was Vietnam veteran that had recently had both legs amputated and was medically fragile. At some point it was decided that 2-3 members could participate virtually as long as there was a quorum in the room. In looking around the room, Graham wondered how her situation was bigger than the situations of her fellow commission members and how they would choose which of them would be home and safe and which of them would be in a place outside of their homes. As a result, Graham questioned why the City was not conducting the meetings virtually, and had reached out to the Council, the Great Plains ADA Center because people with disabilities were

disproportionately impacted by the constraints of COVID, and the ADA Coordinator of another community, who had indicated they had been holding virtual meetings. Graham had requested a short-term emergency action be taken for all of their citizens during this exceptional time, and it had been pushed off to the point the need had diminished greatly since vaccines were now readily available to most of them. Graham felt the draft ordinance that had finally been presented to the Council was worthless. It was written for when they were in a declared state of emergency and they were currently not in a state of emergency so she was not sure when that ordinance would ever go into effect. Graham commented that she had some information on the laws, the use of technology, how the ADA was written for it, etc. Public meetings were a program of the jurisdiction so state and local governments had an obligation to provide reasonable accommodations and modifications to those programs. It had been shown across many jurisdictions for video remote web-based meetings to be reasonable due to COVID. The access board had updated the standards for Section 508 of the Rehabilitation Act of 1973 effective March 20, 2017, and that Section applied to Columbia because the City accepted federal funds. The questions that had to be answered with regard to modifications were whether it was reasonable, if it would fundamentally alter the program, and if it was an undue financial burden. If an agency denied a modification request for any of these reasons, it had to be documented, signed off on by the head of the entity, or their designee, and there still had to be a positive obligation to provide a modification that was reasonable, did not result in a fundamental alteration of the program, and was not an undue burden. Essentially, the City could not just do nothing. Graham felt Columbia must have the most extraordinary Sunshine Laws if there was only one program that would allow them to do this, but it did not meet accessibility standards. Graham pointed out there was a best meets rule under Section 508, which said the program that best met the ADA standards if there was not something that fully met the ADA standards, was acceptable as they could make accommodations for those that had difficulty with that programming.

Fowler commented that she too was disappointed it had taken them this long and that the ordinance indicated it would only apply during a declared state of emergency.

Fowler asked about the disposition of the \$35,000 that had been allocated to this. Fowler wondered if the money could be pulled back since this ordinance would not assist the community. Glascock replied he had not checked on that today. Fowler asked if they had not gone ahead and acquired the equipment. Glascock replied he did not know, but thought they had purchased some laptops. Fowler asked Glascock if he could find out. Glascock replied yes. Fowler explained she was concerned the laptops would be used by some other quasi-City agency. Fowler commented that they were once again at a place where they were unable to accommodate the reasonable accommodation or what best met the test, and noted she would appreciate an update. If the equipment had been ordered, Fowler wanted to know how it was being used, i.e., if they were setting in a closet or if they were being used for virtual meetings.

Pitzer asked if the City was still in a state of emergency. Treece and Glascock replied yes.

REP28-21 Potential Uses of Reserve Funds.

Finance Director Matthew Lue provided a staff report.

Treece asked if the CDBG related item had been addressed earlier tonight or if this was deeper in the list of organizations that had applied. Lue replied this was deeper in the list.

Treece understood the reserves were not Council reserves. They were the reserve funds from the CARES Act money. Lue explained the CARES Act money had opened up these funds to be able to be used. Treece understood this was money the Council had previously appropriated to departments that were liberated when they had replaced it with the CARES Act money. Lue stated that was correct.

Treece asked if there were metrics associated with each item so there was a clear deliverable for each organization, and whether the responsible department was monitoring

each of the deliverables. Lue replied yes.

Treece asked how the Council would see the deliverables and metrics. Lue replied they could be brought to the Council if it was something the Council wanted to see. Treece stated he would like to see some accountability. Skala noted he would appreciate that as well.

Pitzer understood they were proposing roughly an additional \$1 million roughly to the CDBG proposals that had not originally been funded. Lue stated that was correct. Pitzer asked if there had been an assessment of whether the organizations could administer the full amount of the request as part of the evaluation process. Lue replied he did not know. Cole explained the Commission and staff had reviewed each of the proposals in terms of viability. Most of the decisions with regard to what they had been funded at was the result of not having enough funds to meet all of the requests. Cole thought most of the organizations were capable, and pointed out metrics were within the agreements in terms of how quickly the funds were spent. If the funds were not being utilized, they were able to reallocate it to a different project. Pitzer understood none of the proposals had fallen out due to the lack of viability. Cole stated no. It was the result of a competitive process. This would fund everyone to the amount requested. It also rearranged the funds closer to the duties of each of the respective divisions.

Thomas understood the comprehensive homeless serves center planning process was a precursor to implementation. Cole stated that was correct. Cole explained he and the Human Services Manager Steve Hollis had discussed this in detail, and they felt a lot of the gap with regard to not having a viable proposal was due to the capacity needed in planning such a comprehensive project. They had included two lines associated with this. One was broader in terms of where they should focus their attention as a community on the issue of homelessness, and the other was toward an organization to have the additional capacity. There would be two RFPs. Thomas understood they were looking for a contractor to bid to do the planning. Cole stated that was correct. Thomas asked if the planning was something staff could do internally. Cole replied they had the knowledge and expertise, but if it was something he was tasked to do, he would want to allocate at least 200 hours of time, and neither he nor Hollis could squeeze into their current workload. Thomas asked if it would be possible to put \$75,000 toward that by hiring another staff person to lead it. Cole replied he thought there was some real value for organizations that would do it to be in charge of the planning. Otherwise, they could come up with a process that might be too top-down whereby the organizations would not take ownership of it. Staying in the mode of being a funder kept the City in a good role and out of the way of a non-profit that might just need a little help. Thomas asked Cole if he thought there were some candidate non-profits that might bid on an RFP of this nature when it was issued. Cole replied yes. Cole explained work needed to be done on the RFP in terms of what it would look like, but he thought there were some interested organizations.

Thomas asked if the list of projects with budgets attached was over a particular time frame like the next twelve months. Cole replied it was usually 12-18 months depending on the type of project for those he was involved with, and it was different for those projects Hollis was involved with as he normally did multi-year contracts. Cole pointed out they would see those metrics and provisions within actual agreements that would come back before Council for approval.

Thomas asked if the RFP for the planning project was actively being worked on and would be issued at some point. Cole replied they had wanted to get an indication of Council's support before putting the RFP together, and this would appropriate funds to do that action. If Council was good with that approach, Hollis would likely work on putting together the two RFPs.

Treece understood services were already being delivered to the unsheltered population. Cole stated that was correct. Treece asked if the RFP would be specific to a 24-7 shelter or if it would be open ended to solicit a wide range of responses when perhaps a

temporary day shelter or a drop-in shelter might be more appropriate. Cole replied yes on the one that was more broadly worded. They had one for getting an RFP out for a consultant to assist with the broader planning effort as a community for the issue of homelessness at large, but the other one was directed more for planning for a 24-hour shelter. Cole noted Treece had raised a good issue in that there were a lot of different tools and ways to serve homelessness and it seemed wise to potentially write that one broadly.

Treece asked if two RFPs were needed or if they could do one to solicit the best response with the best model. Cole replied that was an option. Treece thought they could conserve the other \$75,000 to actually put into operation or development depending on the viability of the proposals received.

Skala felt that was a much cleaner approach. It also provided more flexibility in terms of being able to service the needs of that community.

Treece stated he thought they would all agree the City would not be managing a 24-7 facility, and he did not want to presuppose they would invest in that because they issued an RFP.

Hollis commented that the broader theme on one of those was how to reduce harm. In the winter, they continued to really struggle with both day and night capacity. The plan was for one to be written to take care of the upcoming winter. The money the County had provided for Room at the Inn this winter would not be available next winter, and Room at the Inn had made it clear that they did not plan to bounce from church to church ever again because it was so taxing on the church communities, the staff, and volunteers. Hollis explained he wanted to try to take care of the quickly approaching winter situation in terms of winter shelter capacity. Hollis felt the other could be a more broad approach of how they addressed this ongoing issue of the lack of both a day and night shelter year-round.

Treece understood there were shelter spaces available, and it was only not available for the population not allowed in them, and asked if that was correct. Hollis replied that in the winter they tended to have almost enough capacity and then had some folks that could not go or would not go. As soon as Room at the Inn closed, they no longer had enough night capacity. In addition, year-round they lacked enough day shelter capacity. There was a lack of capacity on the weekends, and Turning Point closed at about noon. They also had the residential issue of the location of the soup kitchen and Turning Point as it was a significant burden on that neighborhood.

Hollis stated he wanted to clarify that they had a short-term immediate approach knowing they would have issues this winter along with a longer term approach of how to move some sort of solution forward. The grassroots agencies had really struggled in terms of the planning capacity to access MHDC, tax credit, and CDBG dollars.

Fowler commented that she would like to bring together the various parties as she understood some forward progress was being made, and she wanted to find a way to bring Council into those conversations that were happening in the community so they were aware that forward progress was being made. Fowler felt that should be done in sync with one another rather than them being unaware of what was going on. Fowler felt Public Health and Human Services Director Stephanie Browning and Hollis were a part of the bridge to bring those folks together. Fowler understood everyone was busy and there was a never ending list of stuff, but she felt they were positioned well now.

Treece understood this did not have to be decided now, and asked Lue how this would be brought back to the Council. Lue replied that once they received the okay from Council, they could administer it and bring the results back to Council. Treece thought the Council still needed to authorize the use of these funds, and asked how that needed to be brought back to Council. Lue replied he thought it would be done like the normal CDBG process. Glascock noted staff would bring back an appropriation for Council approval.

Treece asked for thoughts regarding one or two RFPs for homeless services. Skala

suggested they broaden it with a single RFP, but have priorities within it that were responsive to the needs they had. Skala felt that was a cleaner and simpler approach.

Fowler stated she was concerned about writing an RFP that was not connected to the work being done. The neighborhood had been waiting a long time and there were many people that had a heart for solving as much of this problem as they could. Fowler did not want a situation of two ships passing in the night. Fowler commented that the parties that were working intentionally on this were known to Browning, Hollis, and Cole. Fowler wanted to be careful about writing an RFP because she felt it needed to start with a conversation.

Treece stated he was concerned that the two ships passing in the night would be these two RFP recipients when it was the same stakeholders that were concerned about homeless issues in general. They would have two different consultants working on two different plans and engaging the same people. Treece did not feel that would produce the best results. Fowler was not sure they would have two different consultants doing that. Treece asked if they would pay one consultant \$150,000 to plan both things. Fowler recalled an RFP at the beginning of the pandemic that had been written for what they had known at the moment, and they had not had any takers. Fowler noted that had felt like a missed opportunity, and she wanted to ensure that did not happen again because everyone's time was limited. Fowler commented that she wanted to ensure the people that were working on this were included in the conversation. Treece agreed.

Hollis commented that staff had envisioned issuing a traditional social services RFP that would call specifically for winter shelter service for \$75,000. It would be a very traditional contract simply to deal with this winter with the hope they would move the bigger project forward. Staff had envisioned the other \$75,000 for planning. Hollis stated he was not sure it was so much of a consultant or a project manager. They kept hearing from the community that these agencies lacked someone like Phil Steinhaus in terms of capacity to pull off something like Patriot Place. Hollis reiterated one RFP would result in a traditional social services contract to try to help get them through another winter. The other would be to help with project management.

Thomas understood the first was really implementation and the second one was planning for a much longer term. Hollis stated the first was for who could help them this winter so they had enough capacity this winter, and the other was more the project management on a larger project. They needed a better place for the day center, soup kitchen, and winter shelter.

Thomas asked if they were looking for a non-profit organization that owned a building for the one for this winter. Hollis replied it could be a lease. Hollis explained they would do what was typically done, which was an RFP for an overnight emergency shelter. Treece understood the organization would need to figure out how to do it. Hollis stated that was correct, and there were any number of non-profits that could apply for it. Hollis explained he was uncomfortable with thinking so far out while not dealing with this upcoming winter when there would no longer be any CARES Act funding as that had saved them this past winter.

Thomas asked if it was normal for the contractor to acquire the premise for the work they did for Public Health and Human Services. Thomas wondered if that was something they were accustomed to doing. Hollis replied the model, which some bright person invented way before his time, was a purchase of service model where the City simply bought a unit of service, which in this case would be a day of shelter or a night of shelter. Staff would inspect the proposals and the facilities through their site visit process, but it would be up to the organization to determine the space that would be used along with the unit cost, which was how it translated on the City's end. Thomas asked Hollis if the thought it would assist the process for the City to lease a building for the winter and only contract out the services. Hollis replied he did not know, and explained his experience was that the price tended to go up when the City tried to buy or lease spaces.

Thomas asked if it was worth having a work session to the point of Fowler with regard to

not having ships passing in the night by bringing in all of the organizations that were interested in this effort and were working on it right now. Fowler thought they might want to ask some of the organizations. Fowler understood Hollis knew them and talked to them regularly. Hollis stated he was happy to do so if that was what they wanted. Fowler explained she was happy to call as many of them as she knew, but felt Hollis knew more people involved in this work than she did.

Hollis commented that if this was the direction they wanted to go with regard to planning, they could bring folks together to let them know they were thinking about drafting this RFP and ask for information about the needs and the lay of land as that could help inform the RFP. They then had to be careful once they got into the RFP process. It was hard because they tended to be community conveners, but they needed to step back when entering competitive processes.

Pitzer asked Hollis if he thought they would get a response, unlike last summer, if they took this longer term approach with the RFP. Hollis replied that the RFP last summer had been to run a homeless camp, which was very different from this. That RFP was actually like something they would traditionally offer through social services. It had pretty specific parameters on opening a sanctioned homeless camp. This would be different from that. Thomas pointed out that had also been right at the start of the pandemic and the non-profits had been overwhelmed already. Hollis stated he knew of at least one non-profit that he would almost guarantee would apply, and thought they might bring matching funds to the table.

Treece understood staff would bring back the list of recommendations as an ordinance. Glascock stated that was correct.

REP29-21 Monthly Finance Report.

Lue provided a staff report.

Treece commented that they had received correspondence from the Chair of the Finance Advisory and Audit Committee (FAAC), and asked if there was anything she wanted to add. Maria Oropallo, Chair of the FAAC, stated they had been impressed with the Popular Annual Financial Report (PAFR) due to the transparency, clarity, and enhancement of understanding by the average citizen. Oropallo gave Lue and Assistant Finance Director Jim McDonald credit for suggesting it and bringing it forward.

Treece asked if the design had been done in-house. Lue replied yes. Waner noted it was so clean. Lue agreed it looked really good.

Pitzer commented that the PAFR was way too short and that he liked the Comprehensive Annual Financial Report (CAFR). Lue noted they would still have the CAFR, and pointed out the Government Finance Officers Association (GFOA) was no longer using the term "CAFR" as it was a derogatory word toward South African people. They would now call it by its full name of Comprehensive Annual Financial Report. Treece thanked Lue for letting them know.

Treece asked how staff intended to distribute this to the public. Lue replied it would be available electronically and a press release would be issued. Lue noted they could print them as well if that was the desire of Council. Treece stated he would leave that up to Lue.

REP30-21 Amendment to the FY 2021 Annual Budget - Intra-Departmental Transfer of Funds.

Treece understood this report had been provided for informational purposes.

XI. GENERAL COMMENTS BY PUBLIC, COUNCIL AND STAFF

Roy Lovelady explained he was a resident of the Third Ward and stated he thought the Council had made the right decision with regard to the sewer line associated with Swift Foods, but he believed communication had been a big issue with regard to that project. Lovelady felt the same situation applied to the discussion regarding the greenspace in

terms of communication along with the lack of information in terms of what was hazardous and what was not, what they wanted moving forward and what they did not, etc.

Lovelady pointed out crime was happening in Columbia, Missouri, and he understood more funds had been allocated for community policing to better communications between citizens and police officers. Lovelady asked if they were moving forward in any way with regard to decreasing crime in Columbia, Missouri. Lovelady felt crime in the black and brown areas was at an all-time high and was continuing to rise, and that was the reason he wanted to know what was being done to decrease crime.

Lovelady noted the scooters were back and he had seen a lot of recklessness with them. Lovelady understood they were not supposed to be on the sidewalks in the downtown, but people were operating them on the sidewalks. Lovelady thought the Council would begin to hear from constituents in that regard again.

Lovelady commented that the People's Defense had taken the initiative to help with homelessness, and there was more homelessness than he thought there had been. Lovelady pointed out the homeless had nowhere to go on the weekends. Lovelady stated they currently had the capacity to provide food on a couple of Sundays, but were looking for help on the other Sundays. Lovelady stated they had not fed less than 80 people on Sundays. Lovelady asked that the City pay attention to the issue of homelessness.

Davis, the Executive Director of the Downtown CID, commented that Ninth Street and Elm Street were only half done at the intersection, and the sidewalks there were half brick and half concrete. Davis noted the Downtown CID would like to see the area completed. Davis understood there might be other areas of more concern with regard to funding, but they were funds that should have been used in that area. Davis asked for the street to be completed at the very least.

Treece noted he had noticed that too, and asked staff for the plan for that area. Glascock replied he thought they had been waiting to do the scramble and would need to go back and relook at it. Davis stated that had been her understanding as well. If the scramble was not happening anymore, Davis asked if they could at least complete the work.

Treece asked Glascock to determine if there were any funds left in that project and to make it a priority when the students left for the summer. Glascock replied he would look into it.

Treece asked Waner how she enjoyed her first meeting. Waner replied she really liked the public hearings. It was exciting and joyful to see everyone so engaged and involved in the process. Waner looked forward to more of that. Waner thought it was good to encourage civil discourse and civic engagement.

Pitzer commented that there would be a trash clean-up at I-70 and Highway 63 this Sunday at 6:30 a.m., which he planned to attend, and noted he would love to see others there. Fowler asked where people would meet. Pitzer replied he did not recall, but they could contact Neighborhood Services Manager Leigh Kottwitz for that information.

Thomas asked if the agreement the University and City had with Bird prohibited the riding of the scooters on sidewalks. Thompson replied yes in the downtown area in particular. Thompson stated she was not certain it was throughout the City though. Thomas commented that he thought he had seen a clause that had indicated it was prohibited on sidewalks of 48 inches or less. Thompson explained that if it became a problem, Bird had the capacity to designate a walk zone where scooters could not be ridden. Thomas understood they could utilize geofencing. Thompson stated that was correct. Glascock noted pictures had been taken and sent to Bird so they were aware there were problems.

Thomas asked for the enforcement strategy. Glascock replied pictures were being sent to Bird to address. Glascock stated they were on notice.

Thomas asked for the options of inconvenienced pedestrians. Thomas wondered if they had to take a picture and send it to Bird. Glascock replied they could do that or send the picture to the City.

Thomas understood the City did not have any enforcement personnel. Glascock replied they had parking enforcement personnel if someone was on the sidewalk, but they had to see the violation. Thomas understood there were some active efforts to discourage scooters on the sidewalk. Glascock stated that was correct.

Treece commented that it was time for the decennial redistricting where they redrew ward maps, and noted he had asked the City Clerk to look at the last 2-3 cycles. Treece understood each time the Council had appointed a redistricting commission made up of six members appointed or nominated by each ward council member from their ward and a chairperson that was selected by the mayor. Since the census was delayed, the State would now not receive the census data until September 30, which meant it would not be provided to the local government via the County Clerk until sometime afterward. Filing for 2022 opened the last Tuesday of October and closed in January. Treece explained Ward 3, Ward 4 and the Mayor positions were those that were open for 2022. They could move forward with appointing the redistricting committee now, similar to what the Missouri House was doing, in terms of public input gathering, hearings, discussions regarding compactness, contiguousness, like interests, etc., and when the data was received, they could reduce into a map consistent with their values, which could then be sent to the Council. The challenge was that filing might already be opened by the time the Council adopted the new maps with potentially different lines. Treece understood the political implications were that someone interested might be moved in or out of a ward if they were on the edge. Treece stated the Charter indicated they could redistrict at any time, which meant they could also do all of this work and adopt the lines after the April 2022 election, which he was not inclined to do. Treece asked the Council to think about that.

Skala stated he thought it was a good idea to explore the contingencies. Skala felt it was also prudent to get started on it so they were ready to move when they had the data.

Thompson noted nominations were done by petition by voters within the ward, and they would have to determine how quickly the County Clerk would have the information regarding which voters were in which ward after the lines were redrawn because that was the process for certification of the nomination petition.

Treece understood the City Clerk could accept those signatures from the wards for the lines that were in existence at the time the petition was signed. Thompson stated she was not certain and would have to check on that. It was something that would need to be investigated. Amin noted the Charter also had a time limit by which they had to say it was sufficient or not, and it would likely not be long enough if someone filed on the first day.

Treece asked if the Charter or Code of Ordinances determined when filing opened and closed. Amin replied the Charter.

Treece stated the legislature was considering changing the deadline to file depending upon when the lines were determined.

Treece commented that software existed to crowdsource maps, which would be interesting. Treece noted they did not have to make a decision tonight, but anyone was welcome to comment.

Fowler explained part of the dilemma in trying to decide an outcome to bring to Council as a recommendation the last time had been the speculation as to whether one of the council members was going to run for re-election and where that person's residence would fall. It had been a stressful time so having the clarity of who wanted to run for those open seats would have been helpful. Fowler commented that the other piece that concerned her was that they were currently at a place where a lot of the citizens were decidedly not participating in board and commission meetings or council meetings. There had been a high amount of interest the last time and the meetings were

well-attended. Fowler noted there was controversy as well as there always was. Skala agreed there had been controversy, and it had driven a lot of the participation.

Treece suggested they ponder it and pick up the discussion again in the future. Treece stated he was inclined to initiate the process and whether they concluded it by the end of filing could be decided later.

Amin asked Treece if he still wanted a resolution introduced at the next meeting. Treece replied no as he would like to have more discussion first.

XII. ADJOURNMENT

Treece adjourned the meeting without objection at 12:04 a.m.