



City of Columbia, Missouri

Meeting Minutes

City Council

Monday, April 5, 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 5, 2021, in the Council Chamber of the City of Columbia, Missouri.

Treece commented that the Asian-American community had been significantly impacted by the pandemic over the last twelve months, the Atlanta shootings that had recently occurred, and the other local and national events. Treece stated he had signed a proclamation earlier today reiterating this community's commitment to equality and to ensure all members of the Asian-American and Pacific Islander community regardless of their background, the language spoken, religious beliefs, etc. were treated with dignity and equity. Treece asked everyone to remember to condemn and combat racism, xenophobia, and intolerance, and to work with all community partners in support of victims by reporting hate crimes and developing tangible and community led solutions that acknowledge the experiences of those residents in an effort to root out systemic racism and uplift racial solidarity. Treece passed the proclamation to his fellow council members so they could join him in signing it if they desired.

The Pledge of Allegiance was recited, and the roll was taken with the following results: Council Member PAT FOWLER, Council Member MIKE TRAPP, Council Member KARL SKALA, Council Member IAN THOMAS, Council Member MATT PITZER, Council Member BETSY PETERS, and Mayor BRIAN TREECE were present. City Manager John Glascock, City Counselor Nancy Thompson, City Clerk Sheela Amin, and various Department Heads and staff members were also present.

The minutes of the regular meeting of February 1, 2021 were approved unanimously by voice vote on a motion by Trapp and a second by Skala.

The minutes of the regular meeting of February 15, 2021 were approved unanimously by voice vote on a motion by Treece and a second by Trapp.

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

Peters asked that B107-21 be moved from the consent agenda to old business, and that R52-21 and R53-21 be moved from the consent agenda to new business.

Treece asked that B46-21 be moved from the consent agenda to new business.

Thomas asked that B47-21 be moved from the consent agenda to new business.

Amin asked if R53-21 would be moved to new business or if it would be heard with B117-21 under old business. Treece replied they would hear it after B117-21 under old business so it could be addressed with the other pay classification item.

The agenda, including the consent agenda with B107-21 and R53-21 being moved to old business, and R46-21, R47-21, and R52-21 being moved to new business, was approved unanimously by voice vote on a motion by Treece and a second by Thomas.

II. SPECIAL ITEMS

None.

III. APPOINTMENTS TO BOARDS AND COMMISSIONS

None.

IV. SCHEDULED PUBLIC COMMENT

SPC20-21 Lawrence ("LR") Hults - The planned addition to the Rollins Street/Bluffdale trail.

LR Hults provided a handout and explained he had lived on Woodlea Drive for 21 years. Hults thanked the Council for adopting the Climate Action and Adaptation Plan (CAAP) on June 17, 2019. The CAAP stated the habitat quality of Columbia's natural areas, riparian corridors, and right-of-ways would require active management to build more biodiverse and resilient vegetation and wildlife communities that were able to withstand climate change impacts and outcompete invasive species. A tract of over 40 acres of 80 year old forest was located in the heart of Columbia, and the CAAP had predicted would be four degrees hotter in 30 years. In the past 60 years, there had only been three degrees of warming, but its impact was significant. Literally millions of acres of forest were lost just west of them to pine beetles, drought, and fire, and in 2050, they would be in a different climate zone. Hults commented that 40 acres of 50 year forest sequestered roughly fifteen tons of carbon dioxide per year, whereas, the concrete strip associated with Alignment 3 would dump 122 tons of carbon dioxide into the air. It would also leave them with a shadeless and treeless strip of heat amplification to traverse in a four degree hotter world. Hults pointed out it would not stop getting hotter in 2050 either, and noted this 40-plus acre forest was Columbia's last established contiguous forest inside Stadium Boulevard and Broadway that was still capable of sustaining a complete ecosystem that might withstand the pressures of climate change. Alignment 3, if built to the same standards as Alignment 1, would completely gut the forest and its riparian connection to the creek and end its life as a complete ecosystem. Hults asked the Council how they could have their names on the CAAP that recognized they would be four degrees hotter in just 30 years while mowing down their last viable intercity forest to replace it with a strip of shadeless concrete. Hults noted the City had an organized and dedicated group of citizens that wanted to take care of this forest, and in 2050, they could have a jewel of a century old managed cooling forest. They could work with their organized and involved community to keep that tract a living forest, which in turn would provide a carbon sink that would serve the entire community and be a model for how communities could save their forests. It would benefit everyone in a hotter world rather than benefiting the concrete business today and a few commuters later. Hults stated they could not predict how much forest would be lost in the next 30 years, but if the United States lost half of what they had lost in 2020 thirty times over, it would be catastrophic. A forest could not grow in that amount of time, and a 40 acre forest would be precious in 2050 when it was four degrees hotter. Hults did not believe Columbians would prefer a naked concrete strip to a century old living forest. Hults suggested they make the forest the first goal, and then the trail. This would transform the project from being part of the problem into a project that would become an actual part of the solution.

SPC21-21 Sutu Forte - Acknowledgements and apologies.

Sutu Forte stated she wanted to acknowledge the City of Columbia for its fine care of its citizens during this incredibly challenging time. Forte commented that 26 years ago she had been quite ill and her good friends on Bluff Dale Drive had invited her to Columbia to start a new life. As Forte started healing, she realized Columbia was a place that healed

people, and that marvelous things came from the soil and air of this town. Forte explained one of her apologies was that she had not read the CAAP, which had been adopted via PR89-19A and referenced R83-17, R184-17, and R130-18. Forte noticed there had been an awful lot of effort toward understanding climate change, and listed some of the groups and programs she was now aware of and thankful for. Forte noted Sara Parker Pauley, the Director of the Missouri Department of Conversation, had suggested they gang up on the problem and not the person in a Missouri Conservationist Magazine article, which she thought was quite insightful and inspiring. Forte read a proclamation issued by Treece in April of 2019 for Wild Nature Day as part of her acknowledgements and appreciations, and provided a copy to the Council. Forte explained they had continued this tradition by bringing people into the wild the first Saturday of April. Forte commented that she wanted to bring the Council into the wild, and would contact them by phone and via an old fashioned hand written invitation to join her for a walk in the sanctuary. Forte apologized for information she had distributed when she had been in a tree protesting indicating the homeless and vagrants would be moving into their neighborhood due to the connection to campus with Alignment 1 as that was wrong. Forte also apologized to Sixth Ward Council Member Peters, for not being hospitable when she had visited her in the tree as that was not right. Forte explained it had been an exceptional experience for her. Forte understood this was a “we” community, and she did not want it to be a “you” and “me” community. Forte wanted them to be able to talk about the projects, to include the upcoming plans for Alignment 3, as they had new ideas based on new information.

V. PUBLIC HEARINGS

PH10-21 Proposed replacement of water distribution infrastructure near the intersection of Brown Station Road and Peabody Road.

Discussion shown with PH11-21.

PH11-21 Proposed replacement of water distribution infrastructure along Business Loop 70 between Fay Street and Old Highway 63.

PH10-21 and PH11-21 were read by the City Clerk.

Utilities Director David Sorrell provided a staff report.

Fowler asked about the area surrounding the location of the PH10-21 project. Sorrell replied on the left side of the diagram was the COLT Transload facility and the right side was industry. Fowler asked which industries were there. Sorrell replied PW Eagle, which made PVC pipe, was out there.

Pitzer asked if any funds had already been spent on either project. Sorrell replied some funds had been spent on both projects for survey work. There had also been some pothole work on the one on Brown Station Road to identify the extent of the actual needed pipe replacement. Pitzer asked how much money was spent. Utilities Assistant Director Sarah Talbert replied it had been just under \$4,000 for the Brown Station Road project, and about \$39,580 for the Business Loop 70 project. Pitzer asked staff if they felt good about the estimates of \$180,000 and \$700,000 for the projects. Utilities Engineering Supervisor Shawn Carrico replied they did at this time. Carrico pointed out the Business Loop 70 project would likely include some easement acquisitions so there might be additional costs associated with it, but they were extremely confident with the Peabody Road project cost estimate.

Pitzer understood the appropriation for the Brown Station Road project was \$340,000 and asked if that was correct. Sorrell replied yes. Pitzer understood the appropriation for the Business Loop project had been a little over \$1 million. Sorrell stated it was \$1,057,561. Pitzer commented that he did not object to how they were budgeting or coming up with the cost estimates. Pitzer understood they had to provide their best guess, and he was glad it was coming in under those amounts. Pitzer wondered what would happen if they

hit those estimates. For the Business Loop project, there would be a \$300,000 difference that was restricted to that capital project, and asked what would happen to that \$300,000. Sorrell replied that after a project was finished and all of the invoices were paid, the project was closed and the remaining funds went back to the original source, which in this case was the retained earnings in the Water Division. The money could then be used for either operations or capital improvements, pending appropriation and approval by Council. Pitzer asked for an estimate with regard to when these projects would be constructed and how long after construction it would take to close out the project. Carrico replied the Peabody Road project would move more quickly since it was all in the right-of-way. With approval tonight, it would be bid and constructed this summer. There were some unknowns with the Business Loop 70 project as quite a few easements would need to be acquired and there were some conflicts. Carrico could not say they would be done with it this year, but thought they would be done by the next construction season. Pitzer wondered when the typical project completion would be after construction was completed. Sorrell replied it would likely be a couple of months afterward because they would have to pay the invoices and notify the Finance Department to close it out. Glascock understood there was normally a one-year guarantee on projects so the projects were not usually closed out until after that one-year time frame, and asked if that was correct. Sorrell replied he was not sure that was the case since the retainage was no longer required. Talbert explained the Finance Department would inactivate the project so no other expenses could be charged to it throughout the year until they determined it could be closed out. Pitzer understood that meant it was after a year. Glascock stated it was normally the next budget cycle. Talbert agreed it had been a year and that the Utilities Department relied on the Finance Department to close it out in the system. Sorrell stated he had not realized it was a year process before it was actually closed. Glascock explained the City required everything to function for a year before closing it out and taking ownership of it. Pitzer asked when the funds had been originally appropriated for these projects. Sorrell replied 2015 and 2016.

Pitzer commented that they had run into an issue with the water utility a couple of years ago in terms of funds they thought had been restricted for capital projects, but should not have been restricted, and those had been used to form part of the basis for a recommendation to increase water rates. Pitzer asked how a situation like this was handled where there could be in excess of \$300,000 in a project since they were confident in the cost estimate. Pitzer reiterated he did not have a problem with the appropriation. The concern was that the \$300,000 would be restricted for multiple years before becoming unrestricted and going back into the retained earnings of the utility. Sorrell stated he was not sure that had been addressed in the forecasts in the past, but did not feel there was any reason they could not include the potential of that money being available when the project was closed in the forecast to determine the impact 4-5 years out. Sorrell thought they could include it as a surplus appropriation. Pitzer stated he believed that was reasonable, and pointed out that between these two projects, there was a potential of over \$450,000 in excess appropriations.

Treece opened the public hearing on PH10-21.

There being no comment, Treece closed the public hearing.

Treece opened the public hearing on PH11-21.

There being no comment, Treece closed the public hearing.

Peters asked about the necessity of easements along Business Loop 70 as she thought there was already an existing water line there. Sorrell replied the water line was currently located under the street pavement. They would have to move it outside of the pavement, which meant they would have to acquire easements outside of the street pavement. If they were just repairing a break, they could have likely dug up the street pavement, but since they were replacing the entire main, it was less expensive to put it in an easement than to tear it out and replace the associated pavement. Peters understood the City did not have any easements along the sides of the road like they would in a residential area.

Sorrell replied he did not believe they did on the south side per the survey.

Peters asked how they would handle going under Paris Road. Sorrell replied they would bore under it.

Skala asked if the Council would be provided an update with regard to the easements and the associated time frame. Sorrell replied yes. Sorrell explained they would come back to Council for approval to acquire the easements once those easements were determined. Sorrell noted they would also come to Council to ask for approval to construct the project. They would be back at least twice for the Business Loop project and once for the Brown Station Road project.

Treece made a motion directing staff to proceed with the final design for the Brown Station Road and Peabody Road water main replacement project. The motion was seconded by Trapp and approved unanimously by voice vote.

Treece made a motion directing staff to proceed with the final design for the Business Loop 70, between Fay Street and Old Highway 63, water main replacement project. The motion was seconded by Skala and approved unanimously by voice vote.

VI. OLD BUSINESS

B115-21 Amending the FY 2021 Annual Budget by appropriating transportation sales tax funds for the development of a comprehensive strategic business plan for the Columbia Regional Airport.

The bill was given second reading by the City Clerk.
Finance Director Matthew Lue provided a staff report.

Treece made a motion to amend B115-21 per the amendment sheet. The motion was seconded by Skala and approved unanimously by voice vote.

B115-21, as amended, was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

B117-21 Amending the FY 2021 Annual Budget by adding and deleting positions in the Parks and Recreation Department and the Human Resources Department; appropriating funds; amending the FY 2021 Classification and Pay Plan; providing for FY 2021 salary adjustments for unrepresented employees; establishing an implementation date.

The bill was given second reading by the City Clerk.
Glascock and Lue provided a staff report.

Fowler commented that she appreciated the chart that showed them the costs for next year, and asked how they planned to fund this next year. Glascock replied, like this year, it would have to come from reserves. Glascock hoped that by next year the Wayfair issue was resolved so they could collect online sales taxes.

Fowler asked about the plans going forward with regard to pay studies. Fowler noted they had employees that made a good wage and employees that did not make enough to provide for their families without having a second job. Fowler wondered if anything was in the plans for the next year or so to address pay equity. Glascock replied he thought so as a recommendation had been to fund a pay study for all employees with the money freed up due to reimbursement of some expenses by the CARES Act funds.

Fowler asked if they would have the opportunity to look at the credentials of the various firms that would be considered for the pay study. Glascock replied yes.

B117-21 was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. Bill declared enacted, reading as follows:

R53-21

Authorizing an amendment to the collective bargaining agreement with Columbia Police Officers Association, Fraternal Order of Police Lodge #26; authorizing an amendment to the collective bargaining agreement with Laborers' International Union of North America, Local 955.

The resolution was read by the City Clerk.

Deputy City Manager De'Carlton Seewood provided a staff report.

Treece stated he had noticed a contract with the third bargaining unit, Local 1055, was not included in this resolution, and asked if those negotiations were continuing. Seewood replied yes, and noted he was hoping they would be able to wrap that up this coming Friday when they met.

Treece asked Seewood if the negotiations were done in good faith by both parties, i.e., the City and CPOA, and the City and Local 955. Seewood replied yes.

Pitzer asked if there were differences in the pay proposed in these two agreements and the pay they had approved for other City employees. Seewood replied no.

Pitzer asked what they should make of the fact they did not have an agreement with the firefighters union. Seewood replied it was still being negotiated.

Pitzer asked if there had been requests by either party that had not been met in either of these two agreements. Seewood replied they had asked for higher amounts initially, but this had been agreed to at the end. Pitzer understood they had just asked for more money. Seewood stated that was correct. Pitzer understood there had not been any proposal as to how it would be divided up or structured. Seewood stated that was correct, and explained this salary proposal was for last year. When they had been negotiating the agreements for last year, they had realized they were not sure what they would be able to fund with regard to wages due to COVID. As a result, the City has asked for that discussion to be delayed until February of 2021. Seewood stated they were in the process of dual negotiations because in February they had started negotiating last year's agreements for the current fiscal year and in April they had started negotiating for the upcoming fiscal year budget.

Pitzer understood these amendments fell under the wage opener provision in the existing agreements. Seewood stated that was correct. Seewood explained the current contracts included two wage openers. One had been for February and should be concluded by April 15, and the other was the annual wage opener. This was the one that had started in February and should conclude by April 15. Pitzer understood another one would be forthcoming. Seewood stated that was correct. Pitzer asked about its timing. Seewood replied they had just started negotiations for the second wage opener now. Seewood explained they would get together annually for the wage adjustments even though the contracts were three-year contracts due to the budget process.

Pitzer asked if they were restricted from discussing anything else when negotiating salaries. Seewood replied yes and no. Seewood explained some items had been left open from the original contract so if it was an open item or a wage opener, it could be discussed. Seewood noted they could bring up other items, but because they were not associated with an opener, it would not necessarily be discussed. Seewood commented that there were things the unions had brought up whereby the City said discussions would wait until the contract came up for renewal, and vice versa. Pitzer understood the City could bring up other topics, and it would be up to the union as to whether they wanted to discuss it. Seewood stated that was correct for those items that were not a part of the opener. Pitzer asked if the open items were public. Seewood replied yes. Pitzer asked Seewood if he could share a couple of examples. Seewood replied drug testing with CPOA was one of the openers along with how special events were handled so those were subject to discussion every year. Pitzer understood they had not come to

an agreement on those. Seewood stated they had come to agreement with regard to the drug testing item, but they had indicated it would be reviewed the following year to determine the impact. Pitzer asked if that would be discussed in the annual opener or the process they had just finished. Seewood replied they were now at the annual opener as that had started in April. Pitzer understood that was not within the amendment in front of them. Seewood stated that was correct.

Pitzer asked about the social media policy. Seewood replied the City as a whole was trying to adopt a social media ordinance for all employees, which he believed was in legal review at the moment. Once the Law Department was finished with its review, it would be discussed with the labor groups. Pitzer understood that would be another amendment. Seewood stated that would be an amendment to Chapter 19, which was something that was discussed annually with the labor groups.

Pitzer commented that they had received a request from a number of citizens to split the vote on this resolution, and asked if that was possible. Treece replied that was a non-debatable motion that someone could make when it they got to the point of voting. If there was a second, they could vote on the motion to divide the question. Treece felt it was logically divisible between Section 1, which referred to the CPOA agreement, and Section 2, which referred to the Local 955 agreement. Pitzer understood that would be done after receiving public input, and asked if that would be done prior to or after Council discussion. Treece replied he thought it could be addressed at any time, but felt it made the most sense to do it right before they voted.

Peters understood these involved raises they had planned to give in October, but due to COVID and the uncertainty as to the amount of funding that would be available, they had asked for a delay in the wage discussions until February, when in good faith, they had discussed it. Seewood stated that was correct. Peters understood the contracts associated with this resolution were a result of that. In addition, they were now opening discussions for next year. Seewood stated that was correct, and explained the results of those negotiations would likely be brought to Council in September.

Fowler understood the drug testing policy and the special events pay would be revisited now because they were at another opener. Seewood stated that was correct. Fowler asked if the special events pay had been discussed in the negotiation of the document in front of them tonight. Seewood replied no, and explained that was an open item that was a part of the annual discussion. Fowler asked if discussions had been held with regard to the extra duty hours officers were able to work in addition to their regular and overtime shifts for the document in front of them tonight. Seewood replied no. Fowler asked why that had not been discussed. Seewood replied the discussions regarding the document in front of them tonight were solely due to the wage opener associated with the FY 2021 budget. Seewood explained the only thing left open from the labor agreements last year were the wages, and that had been due to COVID. They had asked the unions to delay those discussions until February. This was a result of that. Instead of doing the pay adjustments in October of 2020, they were being done in April.

Fowler commented that eight community members had expressed concerns at the November 2 meeting about the relationship between the police and the citizens of Columbia, particularly black and brown citizens. As a result, Fowler had discussed some of those concerns with Glascock, to include whether officers were working too many hours resulting in exhaustion and had asked for some pay information, which she had received after some time on March 10 and March 15. During a conversation with Glascock today, Fowler had been told that since that information had not been ready in January when they had met with the unions, her concerns regarding exhaustion had not been included in the discussions between staff and the CPOA. Fowler asked if that was summarized correctly. Glascock replied yes to some extent. Fowler explained her frustration was the fact there had not been any meaningful opportunity to discuss the extra hours exhaustion factor, which she felt was directly tied to pay since there was a premium for extra duty pay. This was a problem that was not being addressed and was

tyed to pay. Officers that worked a regular shift, then worked overtime shifts, and then worked extra duty because that was allowed would be exhausted causing them to exercise less than good judgement during encounters with the general public. Treece understood that might be the opinion of Fowler, but pointed out it had not been included in the direction the Council, by consensus, had provided the City Manager on what to negotiate during the January 19 closed session. Treece commented that what Fowler was saying might be true, but that was not the direction they, as a Council, had given in terms of negotiations. Fowler stated it had been mentioned but she had not known at the time to request for it to be included in the consensus direction to the City Manager, and wanted to ensure it was included now as she believed it was a clear factor in the problems between officers and citizens.

Thomas asked if the social media policy being reviewed by the Law Department was for City employees or for the purpose of labor discussions with the CPOA. Seewood replied it was for all City employees. Thomas stated he thought they already had a communications and social media policy for City employees. Seewood explained he understood a new policy, which would be more robust, was being developed. Once that was reviewed by the Law Department, it would be adopted as part of the Chapter 19 personnel ordinance. Glascock pointed out the Police Department had its own social media policy, and they were now developing one for all City employees even when they might be off duty.

Thomas asked which social media policy had been discussed during the January work session when it was said a social media policy was being developed in the Human Resources Department and reviewed by the Law Department. Glascock replied the all-employee policy. Thomas stated that had not been his impression at the time because they had been talking about a social media policy that would be included as a bargaining element in negotiations with the CPOA. If Glascock had responded to that by telling them about a different social media policy, there had been a serious miscommunication. Glascock explained it would be difficult for the City to write a social media policy for the CPOA. The CPOA was run by an executive director that was chosen by CPOA members. Glascock apologized for any misunderstanding and noted the social media policy that was being reviewed would be for all City employees.

Thomas understood that at the moment there was only a social media policy for police officers that worked for the City of Columbia, and not those for other departments. Thompson stated there was not what she would call a robust citywide social media policy, but the Police Department had a more robust social media policy. Thompson noted Glascock was saying the City could not dictate a social media policy for a third party organization, i.e., the CPOA. The members of the CPOA were subject to the social media policy within the Police Department. Thomas understood the CPOA organization however was not.

Thomas commented that he felt he had been misled in the statement that the social media policy was being developed because he had been under the impression the social media policy that was being developed would be included in the negotiations with the CPOA.

Thomas stated he would argue strongly that the kind of communications that had come out of the CPOA over the last many years had been very harmful to the City of Columbia, the Police Department, and the citizens' impression of the Police Department as it had caused feelings of threat and fear. As a result, Thomas felt it was legitimate to put that on the table as part of the negotiating portfolio. Thomas understood they provided direction to the City Manager by consensus, and suggested they direct the City Manager and appropriate staff to negotiate a social media policy with the CPOA going forward. Treece commented that it was not timely at this point. This collective bargaining agreement had been negotiated in good faith by both sides. The opportunity to do this was during the collective bargaining process when they directed the City Manager to adopt their positions. Thomas asked when the most recent time was that they had been

provided the opportunity to do this. Treece replied the most recent time had been on January 19, 2021 when presentations had been given by all three bargaining units and they had held a closed session under Section 610 of the Revised Statutes of Missouri to discuss their negotiating posture, i.e., what they were willing to negotiate, how much, how high, and the City Manager through his representatives negotiated that. Treece pointed out that the Council was prohibited from engaging in collective bargaining under the City Charter. Thomas asked Treece for his impression as to what the Council wanted the City Manager to do. Treece replied he was not comfortable discussing the content of a closed meeting, and recalled looking around the room and asking if there was anything else they wanted to discuss. Thomas explained he had participated by Zoom and had been under the impression that the social media policy was moving forward.

Thompson noted the existing contract between the City and the CPOA was a three-year contract, and that contract was effective from October 1, 2020 through September 30, 2023. Section 10.02 of the contract was a wage reopener. The wage reopener required the parties to engage in good faith negotiations on the issues of salaried compensation for the second half of FY 2021. In addition, annually, beginning in 2021, the City and the CPOA would engage in good faith negotiations on the issue of salaried compensation. That was the wage reopener. The other issue the Council needed to be aware of was Section 22.01, which was a zipper clause. It stated the City and the CPOA for the life of the agreement would each voluntarily and unequivocally waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waived the right and agreed that the other shall not be obligated to bargain collectively over any other subject during the life of this agreement even though such subjects or matters were not addressed herein and might not have been within the knowledge or contemplation of either or both of the parties at the time this agreement had been negotiated or signed. These items were contained in the three-year agreement with the CPOA that would expire on September 30, 2023. Thomas asked if the point of Thompson was that there was no opportunity to negotiate a social media policy for the CPOA until 2023. Thompson replied yes, unless it was voluntarily agreed to by both parties. Thomas felt this was different than what they had been told on November 2 as he had come away from that meeting under the distinct impression that staff would negotiate a social media policy starting in January, and believed that was the impression of a lot of the member of the public. Thomas understood it could now not happen until 2023. Glascock stated staff was saying it could be mentioned, but if the CPOA did not agree to it, there was nothing that could be done. Glascock explained he had brought up the issue, not during negotiations, but offline in conversations with the prior president of the CPOA. In addition to a new CPOA president, Glascock understood there would be a new executive director due to a resignation.

Thomas asked for an update on the negotiations either offline or online with regard to the social media policy. Glascock replied he preferred not discuss items he had talked to the CPOA about in good faith because he was not sure they wanted those discussions made public. Glascock pointed out this had not been discussed during the negotiation process, and noted he would take full ownership of that. Glascock felt they needed to move forward with the new leadership and honor what had been agreed to in the contract in the past.

Thomas understood there was nothing prohibiting the City from bringing up this topic even though it could not be mandated to be a topic. Treece commented that there was a pesky barrier in the U.S. Constitution known as the First Amendment. Treece explained the Council had the right to publicly disagree with the social media posts of a private organization, but it was inappropriate for them to threaten certain employees with adverse consequences, whether it was the failure to bargain, defeating a collectively bargained agreement, or no pay raises, because of the speech of the executive director on a matter of public concern in violation of the First Amendment. While the First Amendment

provided the right to disagree and criticize the social media post, it did not mean anything if it did not protect the communication of a different and offending view.

Thomas asked if it was legitimate to take into account First Amendment protected speech if it created problems for the City if the contract was with an organization other than a labor union. Treece replied this was not happening for every organization as this was focused on one organization, and they could not ask them to voluntarily waive their rights under the Constitution. Treece reiterated they could object and criticize their comments as racist and inappropriate, but they could not prohibit it. Thomas asked if they could prohibit it if it was a different organization, i.e., not a labor union, or if they could cut their ties with that organization. Treece replied he did not know, but that was not what was being done here. The same questions were not being asked of 955 or 1055. Thomas commented that he felt it was reasonable to expect it of any organization with which they did business. Treece pointed out they were not doing business with the CPOA as they were not contracting the operation of the Police Department to a private organization. The members of that bargaining unit had a constitutional right to bargain with a representative of their own choosing. Thomas understood this was unique to labor unions and fell into a different category than contracting with an organization such as an engineering firm to build a road. Treece commented that he was saying the State and Federal Constitutions protected their rights to bargain with a representative of their choosing.

Skala commented that the feedback the Council provided to the City Manager with respect to some of the issues that could be brought forward was ongoing, and now that they had some information to bolster the argument of Council with regard to the fatigue factor, it would be appropriate to move forward in hopes they could accomplish something.

Peters explained that what they had before them now was the result of good faith bargaining with the unions in terms of the pay increases that had been anticipated in October. While the conversation tonight had been interesting, it was not related to these contracts. Peters stated she felt they had some obligation to follow through on their promises. These other issues were a part of next year's negotiations, i.e., the negotiations they were starting now. Peters did not feel they were focused on the issue before them tonight. Treece stated he agreed.

Traci Wilson-Kleekamp stated she was with Race Matters, Friends, and felt there was a huge communication problem here. Part of that was the result of how things were explained with the supporting documentation for agenda items. They were all reading the minutes from the different meetings and where they were headed was not making sense to them. Wilson-Kleekamp understood there were wage openers and annual openers, and that was not clear in the documentation. Someone needed to do a better job in documenting how the process worked and where the openings were for conversations. Wilson-Kleekamp also felt the police officers who were paid by taxpayers and the CPOA representatives should not be allowed to make racist comments because she did not like hearing it as a brown person. Wilson-Kleekamp understood they were entitled to their speech, but she rejected that notion. Wilson-Kleekamp stated someone needed to make a decision to provide really specific instructions to the City Manager with regard to expectations along with a definite time line of when they should receive a response. In addition, Wilson-Kleekamp believed more than just the financial impact should be demanded, and that an equity impact similar to what had been provided with the CAAP should be demanded. Wilson-Kleekamp noted they had spent the entire weekend trying to determine what was going on, and even the Council seemed to be confused. Wilson-Kleekamp stated they had attended a meeting in November and had been led to believe there would be some answers, and they did not get them. As a result, someone did not do their job.

Fowler noted she appreciated the comments of Wilson-Kleekamp in terms of the general confusion they had all had since November 2. Fowler stated she was disappointed in the

way they were spinning their wheels in terms of responding to the concerns of the community. Fowler commented that she had learned a lot through this process and would be that much more specific moving forward because she did not feel they had served the interests of the citizens that had taken the time to relay their concerns, fears, and experiences to them. In light of that, she would not vote to approve this particular agreement.

Trapp stated he thought it was good that the finances were such that they were able to offer a two percent raise. Up until the 2008 downturn, the cost of living adjustment had been standard in almost all walks of life, and the City had not kept up with that through most of his time on the Council due to financial challenges. Trapp felt it had been prudent to wait and see. Trapp agreed there were community issues with regard to policing and the policing communications through the CPOA and individual City employees who had said unfortunate and terrible things on social media. Trapp explained he could see how the issues had gotten muddled. Trapp felt having a robust social media policy that would allow them to police actions on social media to ensure all employees were promoting welcoming attitudes to people of all backgrounds was vital. Trapp noted it had been a slow process, which he thought should be reviewed as it had been years since this had been an issue, and they were still working toward a solution. Trapp felt the policy being citywide would make it even more robust and better for the City, and believed it needed to be brought to a conclusion. There were lots of moments of reflection in this situation, and one was to determine if they could be more responsive and move things more quickly. Trapp commented that the across the board raises were for everyone, and the collective bargaining process involved groups that had organized into labor groups. Trapp liked the City's general principle of treating all employees the same. The purpose of these negotiations was for groups to talk about how that 2.1 percent would work for their individual work groups, and the Fire Department had some real strange schedules and pay structures, which he understood might take longer to get through. Trapp looked forward to the conclusion of those negotiations and leaving it to a future Council to approve or deny that measure. Trapp noted the item before them tonight was a pretty straightforward measure of providing a 2.1 percent raise, and he was glad they were in the position to provide it. Trapp explained he also liked the further raise for those that had been here for six years. Trapp commented that he felt for the public as well since it was hard enough for them on the Council to understand all of the intricacies of all of the City's policies. Trapp felt it had been lost in the community discussions that this was a raise for all employees, and not just the police. Trapp stated he planned to support both negotiated agreements as he had for the employees not within work groups.

Thomas commented that he agreed with the comments of Fowler with regard to how this process that had played out since at least November, but really a lot longer than that, had not been responsive to the needs of the citizens that had taken the time to participate in the public process by expressing their views over and over again. Thomas noted that although he was frustrated, he supported the content of the resolution so he would vote in favor of it. At the end of the meeting, Thomas intended to put a motion on the table for the Council to direct the City Manager to negotiate a social media policy with the CPOA if Fowler did not do it first. Thomas suggested they start with the one that already applied to the officers as City employees, and stated he did not believe putting that on the table for negotiation violated anyone's First Amendment rights. In addition, there was nothing prohibiting them from putting it on the table. They could just not require it. Thomas hoped the CPOA would want to respond and engage in a negotiation for it to be included so they had some rules by which to operate in the future.

Skala stated he intended to support the two percent wage opener increase which had been delayed and was what they had in front of them. Skala noted there had obviously been a lot of confusion with regard to the nuances within the collective bargaining agreements and groups, to include the timing of when they notified the City Manager of the Council consensus. Skala felt it was legitimate to say this was difficult to wade

through and make sense of from the point of view of the public, and explained he would ask for a whitepaper summary of the nuances of the negotiating process at the end of the meeting. Skala reiterated he was fine with the wage opener issue in front of them now.

Fowler made a motion to divide the question so they would vote on Section 1 and Section 2 separately.

Treece understood Section 1 referred to the CPOA agreement and Section 2 referred to the 955 agreement.

The motion made by Fowler to divide the question so they voted on Section 1 and Section 2 separately was seconded by Pitzer and approved by voice vote with only Skala and Peters voting no.

The vote on the portion of R53-21 relating to Section 1, which involved the CPOA agreement, was recorded as follows: VOTING YES: TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: FOWLER.

The vote on the portion of R53-21 relating to Section 2, which involved the Local 955 agreement, was recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE.

Resolution declared adopted, reading as follows:

B107-21

Amending the FY 2021 Annual Budget by appropriating a disbursement from the Conley Fund to the Department of Public Health and Human Services for utility assistance.

The bill was given second reading by the City Clerk.

Peters understood the Conley Fund appeared to allow \$8,500 per year for the poor of Columbia for utilities and asked if that was the maximum allowed from that fund. Thompson replied the Conley Fund had actually been created over 100 years ago via the will of John C. Conley, which provided that 75 percent of the income could be used by the City for the deserving poor. The other 25 percent was to go back into the principal of the fund. The maximum that could be used was 75 percent of the income, and it had historically been used for indigent medical expenses and utility assistance. In 2012, the trust fund had been transferred to the Community Foundation of Central Missouri, and the City Counselor, the Finance Director, and the Public Health and Human Services Director were the advisors for that particular fund. This year it was \$8,500. In prior years, it had been less. One year it had only been \$4,500. As of December 31, 2020, there was \$179,000 in the fund. Thompson felt they had the opportunity to at least sustain \$8,500 or more each year.

Thomas asked if there were other sources of funds the City used to help low income utility customers pay their bills. Public Health and Human Services Director Stephanie Browning replied they currently had the Cash and Help program, which consisted of donations made by utility customers and was distributed by them as well. Thomas asked if other funds had been allocated earlier in the pandemic to assist with utility payments. Browning replied yes, and explained there had been funding through Central Missouri Community Action (CMCA) to assist with payments. They also had the Low Income Home Energy Assistance Program (LIHEAP) funding that came from the State. Browning noted there were several sources. Thomas understood the total used for utility assistance was not limited to \$8,500. Browning stated that was correct and explained it was just an extra boost.

Treece asked if the terms of the endowment were limited to utility assistance or if it could be used for any indigent purpose. Thompson replied the phrase was "for the deserving poor" and was why it had originally been set up as the Conley Poor Fund. Treece asked who had determined it should be used for utility assistance. Thompson replied the Public Health and Human Services Department determined what the greatest needs were for

those that were in need. Browning replied that had started about two years ago. In the past, it had been used for utility assistance or other needs, such as those needing glasses, etc. The need for utility assistance far exceeded what they had so it made sense to bulk up on utilities.

Treece noted several members of the community had reached out in the last twelve months due to difficulties in paying funeral bills to include just the basic cremation services, and asked if they would be amenable to an amendment to expand the use of that fund beyond utility assistance. Browning replied yes if that was the desire of Council. Browning pointed out indigent burials were handled by Boone County, and due to COVID, Federal Emergency Management Agency (FEMA)/State Emergency Management Agency (SEMA) would soon provide some resources as well. Treece explained he had planned to bring the issue up at the New Century Fund Board meeting tomorrow. Treece understood there had been private fundraising efforts to assist families with the cooperation of funeral homes and wholesale cremation services. At a minimum, Treece had been hoping to use the New Century Fund as a revolving fund for contributions of that nature. Treece asked Browning to keep that issue in mind as they continued. Browning replied yes.

Traci Wilson-Kleekamp stated that was a nice pivot to ask about the use of that fund for victims of violence, etc. Wilson-Kleekamp understood the City would soon receive a large sum of money related to COVID and the Finance Director had made suggestions about what to do with those funds. Wilson-Kleekamp asked that they be real about investing money in crime intervention as had been promised with the Mayor's Task Force on Community Violence, and part of the intervention money should be used to help victims. It would allow the Conley fund to continue to help those needing utility assistance. Wilson-Kleekamp pointed out J.C. Conley had been a slave owner and felt that the historic information about these funds was important as it educated people. In addition to including more robust information with agenda items, Wilson-Kleekamp believed it would be helpful to include historical information as it would educate the public with regard to how the money moved and worked.

B107-21 was given third reading by the City Clerk with the vote recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. 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.

- B99-21 Authorizing replacement of a sanitary sewer under Providence Road, south of Nifong Boulevard; calling for bids through the Purchasing Division or authorizing a contract for the work using a term and supply contract.
- B100-21 Authorizing the acquisition of an additional easement for replacement of the water distribution infrastructure along Country Club Drive South and Elliott Drive.
- B101-21 Authorizing a local site generator agreement with Mortgage Research Center, LLC, d/b/a Veterans United, for standby electrical generation service on property located at 4700 S. Providence Road; authorizing an easement agreement with State Farm Mutual Auto Insurance Company for the operation, repair and maintenance of generator equipment on property located at 4700 S. Providence Road.
- B102-21 Authorizing Amendment No. 1 to the Software as a Service (SaaS) agreement with N. Harris Computer Corporation for the implementation of

- a test system module associated with the LINK Enterprise customer portal for management of utility billing accounts; amending the FY 2021 Annual Budget by appropriating funds.
- B103-21 Amending the FY 2021 Annual Budget by appropriating funds for installation, configuration and training services for the LINK Enterprise utility billing software system.
- B104-21 Authorizing Amendment No. 1 to the program services contract with the Missouri Department of Health and Senior Services for HIV Prevention services.
- B105-21 Authorizing Amendment No. 1 to the program services contract with the Missouri Department of Health and Human Services for Epidemiology and Laboratory Capacity (ELC) CARES funding for case investigation, contact tracing, coordination and reporting activities associated with COVID-19 testing; amending the FY 2021 Annual Budget by appropriating funds.
- B106-21 Amending the FY 2021 Annual Budget by appropriating funds for family planning services related to The Right Time Initiative Participation Contract with the Missouri Family Health Council, Inc.
- B108-21 Amending the FY 2021 Annual Budget by transferring funds for temporary employment services in the Law Department.
- B109-21 Amending the FY 2021 Annual Budget by appropriating Public Works Department funds to finalize and close out completed capital improvement projects and to provide funding for current and future capital improvement projects.
- B110-21 Amending the FY 2021 Annual budget by appropriating funds for the Fourth Street and Broadway pedestrian crossing improvement project and the replacement of camera systems in City-owned parking structures and elevators.
- B111-21 Amending the FY 2021 Annual Budget by appropriating fire equipment sale proceed funds and account balances from Fire Department funds to finalize and close out completed capital improvement projects and to provide funding for current and future capital improvement projects.
- B112-21 Amending the FY 2021 Annual Budget by appropriating Round 3 CARES Act funds and FY 2020 CDBG and HOME funds for small business assistance.
- B113-21 Amending the FY 2021 Annual Budget by appropriating federal reimbursement funds for the relocation of equipment in the Automated Flight Service Station (AFSS) building at the Columbia Regional Airport to the airport terminal project.
- B114-21 Amending the FY 2021 Annual Budget by appropriating funds to finalize and close out completed capital improvement projects and to provide funding for the Airport Drive improvement project at the Columbia Regional Airport.
- R43-21 Setting a public hearing: proposed installation of traffic calming devices on

- William Street between Paris Road and Walnut Street, and on Hinkson Avenue between Paris Road and Old 63 North.
- R44-21 Setting a public hearing: 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.
- R45-21 Setting a public hearing: 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.
- R48-21 Authorizing an agreement for professional services with River Relief, Inc. for outreach and environmental educational programming.
- R49-21 Authorizing an agreement for professional engineering services with Crockett Engineering Consultants for the geotechnical evaluation and design for side slope stabilization along portions of Maguire Boulevard.
- R50-21 Authorizing an agreement with Children's Grove for a painted mural project to be placed on a retaining wall in Flat Branch Park.
- R51-21 Authorizing a special event operations agreement with Ragtag Film Society for the 2021 True/False Film Fest.

The bills were given third reading and the resolutions read by the City Clerk with the vote recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. Bills declared enacted and resolutions declared adopted, reading as follows:

VIII. NEW BUSINESS

- R46-21 Setting a public hearing: proposed 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.

The resolution was read by the City Clerk.

Treece commented that this was a resolution to simply set a public hearing on whether to purchase or exercise the City's right of first refusal, but the resolution included the phrase "to be potentially used for greenspace, parks, arts, and/or market activities." Treece explained he wanted to preserve a more open concept than presupposing the public input for the use of the space as he thought it should be considered for use as a transit hub, a homeless drop-in center, and other amenities that might not include greenspace, park, arts, or market activities. Regardless, he did not want to create a perception that it would only be used in that manner or that they were limited to just thinking about those uses. If the Council agreed, he would offer an amendment after taking public comment.

Thomas asked if the amendment would be to remove all restrictions or to add other specific uses. Treece replied it could be done either way, but thought the simplest amendment would be to add a period after "209 St. James Street and 210 Orr Street" and delete "to be potentially used for greenspace, parks, arts, and/or market activities" in both references.

Fowler asked if the public hearing on April 19 when they discussed the proposed acquisition would be the time the public should appear to discuss the potential uses or if there would be a subsequent public input process. Treece replied it would likely be both. This resolution would create the public hearing if passed. They would then potentially direct the City Manager to move forward with the acquisition, and the way the acquisition was written now was that it was subject to voter approval. If that passed, the public improvement process would be handled by the department assigned to the acquisition. It

would likely involve renderings, purposes, restrictions, etc. Fowler asked when the decision would be made as to the department that would have it in its inventory. Glascock replied the department that paid for the property would have it in its inventory. Fowler understood if the park sales tax did not pass, the Public Works Department would pay for it. Glascock stated it could be any department, but whoever paid for it would likely end up owning it. Fowler explained the reason she was asking specific questions was because she did not want to confuse the situation, and wanted the public to have plenty of opportunity to be heard as to the ultimate disposition of the property. Fowler asked if it was included in the park sales tax and that tax was successful, if that meant it would then in the Parks and Recreation Department inventory or if there was still another decision-making layer to that. Glascock replied the ultimate disposition was up to the Council. If the Parks and Recreation Department paid for it, he believed it should probably be within their purview, and they would then follow their public improvement process.

Pitzer understood that if the Council wanted to consider an alternative funding source to the park sales tax, it should be discussed during the public hearing. Glascock stated that was correct, and explained the park sales tax was how he had proposed funding it. Pitzer understood that if it moved forward as proposed, it would be funded through the park sales tax. Glascock explained the Council could always change its mind. The Council could purchase it with another source of funds prior to November.

Tootie Burns commented that she had studio space at 106 Orr Street and was the current President of the North Village Arts District. Burns explained that when she had received the staff report, she had been pleased with the thoroughness of it. The acquisition of the site as a park and greenspace had the support of the impacted neighborhood association, the Downtown Columbia Leadership Council, the Columbia Imagined document, the H3 Charrette, the North Village Arts District Board and businesses. Burns stated she wanted to see this acquired as greenspace and used in that manner. Burns noted she would welcome discussion, but this had come as a surprise to them. As a result, they would need to consult with their constituents and stakeholders. Burns reiterated she hoped the Council would primarily consider this as open and greenspace in the future.

Nickie Davis, 11 S. Tenth Street, explained she was the Executive Director of the Downtown Community Improvement District (CID) and noted they were in support of this. Davis understood one particular business in the North Village Arts District had been advocating for the purchase of the property for almost seven years. Greenspace for a downtown was essential as it kept the downtown vibrant.

Kenny Greene noted he was representing the North Village Arts District as well and stated they wanted the City to acquire the property so it could be used as greenspace.

Treece made a motion to amend R46-21 by placing a period immediately after "210 Orr Street" and deleting the rest of the sentence, i.e., "to be potentially used for greenspace, parks, arts, and/or market activities" in both the title and in Section 1.

Treece explained he wanted to ensure they received input on all options as it was an entire City block and because of the environmental concerns with regard to greenspace.

The motion made by Treece to amend R46-21 by placing a period immediately after "210 Orr Street" and deleting the rest of the sentence, i.e., "to be potentially used for greenspace, parks, arts, and/or market activities" in both the title and in Section 1 was seconded by Thomas.

Skala commented that there might be hybrid suggestions and felt this was an inclusive way to move forward.

Treece noted it currently referenced parks but did not contemplate recreation like an ice rink or something else.

Pitzer stated he was fine with the amendment, but felt they needed to be careful and clear about the funding during the public hearing and in the future. If they were considering something that was not parks and recreation, they needed to discuss the contingency of the park sales tax passing. Treece stated he agreed.

The motion made by Treece and seconded by Thomas to amend R46-21 by placing a period immediately after "210 Orr Street" and deleting the rest of the sentence, i.e., "to be potentially used for greenspace, parks, arts, and/or market activities" in both the title and in Section 1 was approved unanimously by voice vote.

R46-21, as amended, was read by the City Clerk, and the vote was recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. Resolution declared adopted, reading as follows:

R47-21 Authorizing an amendment to the social services provider agreement with Wilkes Boulevard United Methodist Church for homeless drop-in center services.

The resolution was read by the City Clerk.

Thomas understood this resolution approved additional funding for Wilkes Boulevard United Methodist Church to account for the unexpected extra costs due to the pandemic and extremely cold weather. Thomas stated he had heard from constituents that felt the Room at the Inn program that was in a similar category and the Unitarian Universalist Church which provided shelter for the past winter had also encountered unexpected high costs due to the pandemic and the very cold weather, and asked if that accommodation could be considered for them as well. Browning replied that had been anticipated, and as a result, the Council had authorized an increase in their rate at the October 5, 2020 meeting. It had been increased by approximately \$15,000. Thomas understood a similar equitable consideration had been made. Browning stated that was correct.

R47-21 was read by the City Clerk, and the vote was recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. Resolution declared adopted, reading as follows:

R52-21 Authorizing a Sixth Amendment to the software license and services agreement with Superior, LLC for a Records Management System (RMS) for the Police Department.

The resolution was read by the City Clerk.

Police Chief Geoff Jones provided a staff report.

Peters asked if the other modules were already in place. Jones replied yes. Peters understood these would not be used, but other modules would be used. Jones stated that was correct. Jones explained traffic crashes were put into a State system called LETS, and it was more efficient for them to do a direct input into that system. In addition, the reports were robust in that system since it was specialized for traffic crashes. The RMS module was not specific for Missouri and did not meet a lot of the requirements they had for CALEA and other things. Jones noted they used other systems called IA Pro and BlueTeam, which were two systems in one. One was the records management portion of Internal Affairs, and the other was the user interface for police officers to input uses of force complaints, etc. It was a system that had been built for Internal Affairs so it was robust and provided a lot of ability that RMS would not. Jones stated the Information Technology Department had built them different modules, such as K-9 reporting, because the RMS modules were poor at best. Jones explained he wanted to look at a different RMS system, and paying for modules that did not meet their standards was something they needed to discontinue.

Pitzer asked how these different modules were used. Pitzer wondered if an officer had to decide which module to pull up when responding to an incident, if they had to come to the station, if the data was centrally stored, if the modules talked to each other, etc. Jones replied mobile terminals were in the cars that could do about anything that had just been described. RMS was not any different, and if they had the modules, there would be

tabs to click on. Instead of clicking on the tabs, they just clicked into a different system from those laptops. It was more about how the information was stored, what information was stored, how it interacted with other information and systems, and how they could draw the information out. Jones commented that the reason they had a sergeant whose full time job was to try to fix RMS was due to the fact it was very difficult to use for most police officers. Jones thought there were four different entries to get a piece of evidence entered into the system. They were trying to maintain systems in which officers could efficiently and effectively enter and retrieve information.

Pitzer asked if the modules communicated with other agencies. Police Sergeant Joe Jones replied they had a CAD system that was shared between the Boone County Sheriff's Department and the Columbia Police Department (CPD). RMS was solely for CPD, and the Boone County Sheriff's Department and the University of Missouri Police Department (MUPD) had its own. Jones commented that even though they had a different RMS system, they had the same product. As a result, through agreements, they had the ability to share certain pieces of information through the system, and the Boone County Sheriff's Department was also not opting into every module because they, like CPD, had different programs that just did a better job.

Pitzer understood it was more efficient to do it this way with all of these separate modules, but it also sounded inefficient to have all of these different systems instead of just one centralized program. Jones stated they were doing the very best with what they had in place. The current RMS system needed to be tossed completely or they needed to move to a different upgraded product as they were not efficient with this system. Pitzer asked how long they had been working with the system. Jones replied that since he had become the Interim Police Chief, he had been trying to work on fixing it or flushing it because it was difficult to work with.

R52-21 was read by the City Clerk, and the vote was recorded as follows: VOTING YES: FOWLER, TRAPP, SKALA, THOMAS, PITZER, PETERS, TREECE. VOTING NO: NO ONE. 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.

- 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).
- 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.
- 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.
- 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.
- 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.
- 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.

X. REPORTS**REP24-21 Business Loop Community Improvement District (CID) - Annual Membership.**

Treece stated he wanted to appoint Ryan Euliss and Tasca Tolson to the Business Loop CID Board of Directors for a term ending in April of 2024, and asked for the consent of Council.

Trapp felt those were good choices and noted Tolson was a small business owner and entrepreneur who would bring a lot of energy and a good voice to the Board. Skala agreed, and noted Euliss had been a council candidate a one time. Treece noted the financial expertise of Euliss who was with the Boone Electric Cooperative had been important for the CID Board. Treece commented that since there was not an objection, those appointments would be communicated.

Amin stated she thought there were three vacancies and asked Treece if he was only making two appointments. Treece believed there had only been two upcoming vacancies. Amin explained she was reviewing a spreadsheet which indicated Ryan Euliss, Linda Schust, and Jeffrey Spencer had terms through April of 2021.

Treece noted he also wanted to appoint Linda Schust to the Business Loop CID Board of Directors for a term ending in April of 2024.

Treece asked if anyone objected to the three appointees. No one objected.

REP25-21 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

Skala understood there had been a suggestion earlier in the meeting for staff to develop a report or whitepaper summary that would help the Council and public understand the bargaining process along with the timing for input to the City Manager by the Council. Glascock stated they would provide something.

Fowler commented that the transfer of funds report had included the moving of funds from a project to the Short Street Garage bathroom, and asked about the policy on bathroom availability in the downtown. Fowler understood that when City Hall was open, people could come in to utilize the restroom. Fowler asked if it was possible for the City to work toward providing more toilets and handwashing downtown for the public regardless of the time of day.

Glascock stated he was unaware of this being an option 24 hours per day, seven days per week. Glascock noted the Wabash Station, City Hall, and other public facilities could be accessed when they were open.

Fowler asked if the Short Street Garage had a public bathroom. Glascock replied no, and stated he understood it was a staff restroom.

Fowler asked if the Convention and Visitors Bureau (CVB) would be able to assist those putting on festivals in compliance with the health orders this season with items that would be needed once this year and not needed again, such as acrylic barriers. Glascock replied he thought the CVB was always willing to provide assistance if they had the budget to provide for those kinds of things.

Fowler understood most of the festivals would be taking place in City parks this year, and wondered if there was an opportunity for the City to look at reducing the fees for the use of those parks. Glascock replied it could be looked into to determine the budget impact.

Fowler asked for the consensus of Council in staff investigating the issue of the number of

hours police officers were working, and its effect on their ability and relationships with the public. Fowler noted she also wanted the opportunity to work more closely with the CPRB about this mutual concern and explained she needed to know the timetable as to when the information needed to be brought forward by either her or the CPRB so it could be included in bargaining discussions.

Fowler made a motion directing the City Manager to include the concern of the number of hours police officers were working as one of the topics of discussion and negotiation as a wage opener during the upcoming collective agreement process, i.e., year two of the CPOA contract. The motion was seconded by Thomas.

Thomas asked if this was in regard to police officers working outside of their employment with the CPD, or if it was in relation to the hours they worked for the City. Fowler replied it was cumulative. Fowler explained there were three different ways a police officer worked hours, and those were the regular shift, the overtime shift, and the extra duty system. Fowler stated she was concerned about the cumulative effect. Thomas understood the extra duty was work an officer was paid for by another employer. Fowler understood there was an administrative sergeant that managed the use of a software package provided by a third-party organization which had four-hour minimum shifts whereby the police officers signed up for those shift, and therefore, they were aware of the number of hours worked. Fowler noted she had been provided a copy of a report on March 10 showing the cumulative hours for 2020. Thomas understood Fowler did not have a picture for how many hours the officers in the entire department retrospectively worked in 2020. Fowler commented that she had various pieces of information, some of which she would have to key herself, and wondered how much of that work and analysis was her responsibility. Fowler stated there was a common sense inquiry as to the cumulative effect of the hours police officers were working and the detrimental effects of it. Fowler pointed out the number of hours worked was reviewed in other industries, such as the medical field and for CDL drivers. Fowler commented that she was willing to do her part with the CPRB, who was also interested in this, but noted she would always fall short of the capabilities of staff.

Thomas understood Fowler was asking for a report with this motion. Fowler stated that was not correct. Fowler felt a report should come out of this, but she wanted the City Manager to be directed to take it on as an issue after doing an investigation. Fowler commented that she wanted to know if they were adding to the stress, tension, and deteriorating relationships between the police and the community due to the additional hours worked.

Peters stated she was happy to have the City Manager look into the issue, but wondered about trying to dictate the number of hours a police officer could work. Peters asked if this was mandatory overtime officers were required to work in excess of what they would traditionally work or work as a normal work schedule. Peters wanted to know if it was a choice or if it was mandatory. If they were choosing to do it, she would question them dictating the number of hours worked. If it was mandatory overtime, she thought they should review the staffing model.

Fowler stated her intent was not to offend any officer, and pointed out that professional associations had taken a long look at the deleterious effect of a doctor making decisions after being on-call or on-duty for an extended period of time. Fowler felt the same was applicable here. Fowler understood there was already a policy whereby any City employee that wanted to work another job had to notify the City. Fowler did not feel it was an issue of whether or not an officer painted houses, did yard work, or removed trees when not working. Fowler felt it was an issue of an officer using the same set of high stress skills for extended hours beyond their regular shift hours as she understood the CPOA contract allowed officers to work an additional 60 hours per pay period in extra duty work assuming they were in good standing. Peters asked if a pay period was two weeks. Fowler replied that was her understanding. Treece understood it was not more than 16 hours in the 24-hour period. Fowler asked if working 16 hours in a 24-hour period

was a good idea. Treece commented that he felt they also needed to look at the number of extra duty shift that went unworked as this did not mean every police officer was working 16 hours per day. Treece understood the average Fowler had found had been 6.3 hours per week. Fowler stated she had not determined the average because she had to rekey the data.

Treece commented that he would prefer this be macromanaged instead of micromanaged, and felt this was a project for the Human Resources Department or the Police Chief and for them to include industry standards.

Trapp stated a report appeared to be the better next step, and if Council felt it was an issue, they could then direct the City Manager to see if the CPOA would entertain it as a negotiating issue. Fowler commented that she thought it was an issue. Trapp stated that if it was an issue, they could bring it forward for negotiations, but reiterated he first thought they needed to determine whether it was a problem. Fowler commented that she was good with that as long as they did not miss the window of directing the City Manager to incorporate it. Treece pointed out it was not a matter of her providing information to the City Manager as she needed to work with the City Council to obtain consensus for it to be one of their negotiating postures. Trapp agreed it had to be the ruling majority providing direction to the City Manager.

Fowler reiterated her concern involved missing the window.

Skala commented that he believed they needed to see the information in order to make a consensus determination it was something they wanted to pursue. Skala stated he was mindful of missing the window, but felt they first needed to see the information. Fowler noted the City Manager could send the information to all of them. Skala stated that was his request. Fowler commented that they would have to rekey it if they wanted to sort it in a spreadsheet.

Treece explained that he wanted to see the fiscal note of the financial impact to the officers as well if it would be a collective bargaining issue that they would not be allowed to work extra duty because they might need to increase funding to the CPD to make up for it. Fowler understood those were important questions.

Thomas asked if they knew when the window for negotiations opened and closed because he felt it would be better to obtain the data prior to making the decision of whether to direct the City Manager. Fowler replied she did not know and that was part of her confusion and frustration. Glascock explained they were currently beginning FY 2022 negotiations. There was not necessarily a shut-off situation as it depended upon what they agreed to negotiate. They continued to work with all of the unions until they could no longer come to an agreement.

Glascock understood Council wanted a review of the working hours along with a social media policy. Peters pointed out they needed to know of industry standards as well. Fowler commented that she wanted to know about the cumulative effect of the extra hours on the ability of a police officer to make the life threatening and life changing decisions they made as part of their regular job.

Treece stated his preference would be to see a report prior to directing the City Manager to do anything, and requested the report include a financial impact.

Skala commented that he agreed with Treece in that he wanted to see a report first, and would then be willing to gage consensus as to how to move forward. Skala stated he would vote against the motion, but wanted a report.

The motion made by Fowler and seconded by Thomas directing the City Manager to include the concern of the number of hours police officers were working as one of the topics of discussion and negotiation as a wage opener during the upcoming collective agreement process, i.e., year two of the CPOA contract, was defeated by voice vote with only Fowler voting yes.

Fowler made a motion directing the City Manager to prepare a report regarding the number of hours worked cumulatively by police officers and its impact on their ability to do their jobs, and to bring the report back to them in a timely enough fashion so they

could include it as direction for the City Manager for union negotiations if they chose to proceed in that manner. The motion was seconded by Thomas.

Glascock asked how they wanted the data. Glascock wondered if they wanted it by employee averaged over the department. Fowler replied she was not a human resources professional, and felt they should rely on staff. Fowler felt Glascock understood her concern since she had mentioned it at almost every meeting she had held with him since November 2. Glascock stated he did not understand and that was the reason for the question. Treece commented that he did not want individually identifiable information. Treece preferred an average department-wide, by rank, per pay period, or per officer. Treece reiterated he wanted a fiscal note included. If they were contemplating limiting extra duty opportunities, he believed it would require higher pay and additional officers. Fowler felt they would need to look at the fiscal note of the actual impact. Fowler commented that if it was the 6.8 hours the City Manager had told her was average, taking the 60 hours per pay period down to something more reasonable and closer to what they actually worked would not affect their pay. It would only take away the potential of increased exhaustion. Treece agreed and noted they might actually get engagement from the other side of the bargaining table with regard to decreasing those hours while increasing the hourly rate. Fowler suggested they wait until they saw the data. Treece was agreeable, and pointed out that would make it appropriate for a wage opener.

Glascock stated they would provide the information by rank. Treece understood it would be averages within rank. Glascock stated that was correct. Treece suggested that be provided by pay period. Pitzer asked that it include the highest as well. Thomas agreed it would be helpful to have the maximum and minimum. Pitzer commented that they would otherwise only receive an average if five people were working the maximum and thirty were not working extra at all. Skala believed they wanted a range. Pitzer agreed. Skala reiterated they needed to have a range. Treece commented that he thought it would also be helpful for that to be separated by work group to determine if the impact was on the day shift, mid-shift, night shift, or if they were detectives. Treece understood some were not eligible for extra duty because they were working on shift. In addition, detectives should be able to work longer at times because they would get the best results within 24-hours of a tragic incident. They should not be forced to go home after 8 or 12 hours on-duty. Fowler understood.

The motion made by Fowler and seconded by Thomas directing the City Manager to prepare a report regarding the number of hours worked cumulatively by police officers and its impact on their ability to do their jobs, and to bring the report back to them in a timely enough fashion so they could include it as direction for the City Manager for union negotiations if they chose to proceed in that manner was approved unanimously by voice vote.

Thomas commented that the scheduled public comments this evening had indicated a loss of trees to create the trail. Thomas understood they had built trails that required very little tree clearance likely because those trails did not require bridge sections to be transported into the area, and asked if that was correct. Glascock replied that was part of it, but it also had to do with the circuitousness of the trail in terms of elevations. Thomas noted the trees were very close to the Forum/Katy trail that was behind the Forum Theater. If they had to take out trees due to bringing in bridge sections or because they had to snake a trail down a slope, Thomas thought they should have an intentional program for tree planting and the replacement of trees. Thomas understood it took time, but felt that should be considered. Thomas noted he was not providing any direction or asking for a vote, and noted he only wanted to express it in case it had not been considered. Thomas thought the Tree Board could review and propose a specific resolution.

Thomas commented that he and Fowler had discussed ward specific public input

meetings with the City Manager relating to how to invest the \$24 million they were expecting from the CARES Act, and wanted the rest of the Council to be aware. Thomas noted the organization of a public meeting in each ward had been something the previous City Manager had done for a few years. Thomas stated he was not sure of the time frame for this, but thought they should organize a series of socially distanced community input events whereby they presented options for spending the money, and suggested each council member host the event.

Thomas understood the City Manager had indicated he would give some thought to a social media policy, but felt a motion was in order.

Thomas made a motion directing the City Manager to try negotiating a social media policy with the CPOA. The motion was seconded by Fowler.

Pitzer asked whose social media policy this would involve. Thomas replied it could be the one they already had, which police officers currently had to abide by as a City employee. Pitzer understood Thomas wanted the City Manager to ask the CPOA to abide by the same policy as part of the negotiations. Thomas stated he was asking the City Manager to decide exactly how to do it, but his goal was for the City Manager to attempt to create some guardrails on the expectations for public communications by the CPOA. Thomas felt what they already had for police officers would be a good place to start.

Pitzer asked if this was legal. Thompson replied there was already a nondiscrimination clause in the contract, and it would depend on what the language ultimately was within the contract. Thompson stated she did not think the City had the capacity to actually negotiate the internal workings and operations of a bargaining unit. The right to collectively bargain and for them to have a representative of their choosing was a constitutional right in the State of Missouri. The Council would be asking the City to begin regulating how they collectively bargain and what their representatives did as opposed to the purpose of collective bargaining, which was the terms and conditions of employment with the City of Columbia. Thompson stated they could attempt to negotiate something, but she did not know if it would be successful since there was not a constitutional right for the City to interfere in their organizational structure.

Skala asked Thomas if the attempt to negotiate was sufficient. Thomas replied yes.

Trapp commented that he felt the rights of the collective bargaining group were inviolate to how they wanted to organize. Trapp understood there was free speech they found offensive and the answer was to use their own free speech to make those counterpoints. There was new leadership, to include a new president and a new director. Trapp felt a lot of it was idiosyncratic to some of the players involved, and he did not believe the negotiations were the appropriate way to deal with that issue.

The motion made by Thomas and seconded by Fowler directing the City Manager to try negotiating a social media policy with the CPOA was defeated by voice vote with only Fowler and Thomas voting yes.

Peters understood the Parks and Recreation Department was working with It's Our Wild Nature with regard to the trail reclamation and that 60-70 trees had been planted. Peters understood there was also discussion about getting rid of the honeysuckle in the area. Peters agreed it would be nice to not have to cut down big trees to put in a trail.

Peters noted there was an election tomorrow and asked everyone to remember to vote.

Treece commented that a lot of them had received emails regarding trash and he agreed there was some extra trash. With regard to Route B, he and the City Manager had contacted MoDOT as that was a state highway as was I-70, the I-70 and Highway 63 interchange, and other areas where they were seeing trash. Treece understood it was not all MoDOT trash, but due to the pandemic, MoDOT had discontinued the inmate trash

crews. As a result, that trash had not been collected for the last twelve months. Treece noted MoDOT did not have any plans to resume it in the summer or the foreseeable future. There was a volunteer clean-up day next Saturday and Saturday, April 17, which was organized by the Office of Neighborhood Services, and there was still time to register.

Peters thought the entire month of April would be trash clean-up month and that they were not just doing days. Peters asked if they had decided to do specific Saturdays as well. Treece replied there were at least two events where individual volunteers could join others, i.e., this Saturday at 10:00 a.m. at Gray Oak Drive and Saturday, April 17 at 9:00 a.m. at Brown Station Road. Treece noted groups and families could also participate in self-directed clean-ups as well. Treece understood City staff would assign a location, supplies, orange vests, etc.

Peters asked if there was any thought to including Paris Road at some point to assist MoDOT. Treece replied he did not recall. Glascock stated MoDOT had not planned on addressing it, so the City would have to do something if they wanted it addressed. Glascock commented that he thought Route B was appropriate because it was the route the trash trucks used. Glascock noted he would not want to send people out in the middle of I-70 though. Peters agreed they would not want people in the middle of I-70, but thought some clean up might be necessary as there would soon be graduations, etc. It would be nice to clean up some of these areas if they could do so safely.

Trapp commented that this was his final meeting, and noted he would be in attendance in two weeks at the meeting where they swore in the new council members to share some remarks. Trapp stated this had been an incredible learning experience, and stated he had received some good feedback from one of the candidates so he knew at least one was watching from home. Trapp explained he had not been heavily involved with the City when he had been elected as he had never attended a council meeting and had never been on a board or commission. As a result, Trapp knew he had a big learning curve, and when asked what his goal was, he had indicated he did not want to break the City. Trapp noted he had decided to take things in, listen, and learn during that first year. Trapp explained it had been an amazing learning experience that he could only compare to learning language at the age of three. There was a reason the City did everything. Some of it was idiosyncratic or lost in history. Trapp commented that they all ran because there was some change they wanted to see and because they had this fierce urgency. Trapp cautioned any new council member to be patient and take a year to work through the budget process, to listen more than speaking, and to try to understand before trying to change things. If not, it led to a lot of frustration. At the prior meeting, he spoke of brick walls and dominoes as a metaphor, and the things they voted on were dominoes as it was fairly easy to change processes and reorganize the City. There were also touch points, sometimes once every decade, where brick walls became dominoes, and those were the times they wanted to be prepared so they could positively impact those for Columbia to be the beautiful City they all wanted. Trapp commented that he thought he had proven that anyone could be on the City Council, and felt they wanted people from different backgrounds to bring their own unique perspectives. As they came to decisions, Trapp suggested they look at what was in the best interest of the City and try to serve those interests well. The input from constituents and others was sometimes very informed and enlightening, but at other times, it was less than that. As a result, it was important for them to show leadership by meeting with the stakeholders, reading the information, and voting in the best interest of the City. Trapp believed ward elections were small enough whereby they could do the right thing, provide an explanation of the reasoning behind the decision, and continue to be re-elected even when championing items that were not popular. Trapp reiterated they should make decisions in a way that brought about the outcomes that would be best for the City, and that oftentimes did not line up with what people felt they ought to do. Trapp stated he thought of politics as the

medicine to bring the policy the City needed, and not necessarily what people wanted, because people wanted more services without paying more money for those services. When they were able to provide that, it was awesome, but sometimes they had to make real hard decisions and trust the voters to understand they sometimes had to pay more to have more. Trapp commented that he was looking forward to passing the torch to someone else and retiring from public life.

Treece stated he appreciated the service of Trapp over the last nine years.

XII. ADJOURNMENT

Treece adjourned the meeting without objection at 10:01 p.m.