



City of Columbia, Missouri

Meeting Minutes

City Council

Monday, November 21, 2016
5:00 PM

Work Session

Conference Room
1A/1B
Columbia City Hall
701 E. Broadway

I. CALL TO ORDER

Mayor Treece called the meeting to order at approximately 5:03 pm.

Present: 6 - Ruffin, Trapp, Thomas, Peters, Treece, and Skala

Absent: 1 - Nauser

This item is open to the public: Community Foundation Overview

Attachments: [Community Foundation Presentation](#)

[Investment Form Handout](#)

[10 Reasons Handout](#)

[Investment Options Handout](#)

[Administrative Fees Handout](#)

[Comparison Chart Handout](#)

[Nonprofit Partners Handout](#)

[About CFCM Booklet Handout](#)

John Baker, Trust Administrator for the City of Columbia and Executive Director for Community Foundation of Central Missouri (CFCM) introduced Teresa Maledy, founding Chair. Ms. Maledy provided a history of the foundation noting that there was a strategy outlined in the 2008-2009 Columbia Visioning Process to "Establish a community foundation funded by private dollars to fund social services and other community needs". She also noted that in 2012 CFCM was recognized as a stand-alone non-profit, no longer an affiliate of Greater Horizons, but still contracting with them for back-office services. Mr. Baker is the second Executive Director of CFCM who helps the organizations make connections with people who want to give and people needing support.

David Russell, Chair, provided an update on the progress they have made in a short amount of time. The CFCM motto is "Working together. Improving lives." CFCM is also involved in educating philanthropists. In 2010 the foundation had no assets; today they have \$4.7 Million in current assets and \$6 Million in contributions. Today they have expanded the service area from Boone to also include Calloway, Cole and Cooper counties with discussions to add more in the future. He noted that there are currently 73 funds, plus 8 that have served their purpose and closed. In 2010 no grants were issued; but between 2011 and 2016 CFCM has received \$945,766 to date, with \$587,530 of that being in 2015. In regard to the CoMoGives campaign; it has expanded from 30 to 92 organizations. The goal for 2016 is to raise at least \$400,000. He added that this year there is a new rule to also accept Real Property and they have received their first real estate property donation.

Carolyn Sullivan, Vice-Chair, provided an update of the new strategic plan and presented the new mission and vision statements. She reviewed the two strategic goals: 1) We will become a vital community foundation by building our asset base toward sustainability; and 2) We will create efficiencies in the people, systems, and programs that are needed to accomplish our mission and vision.

John Baker explained how the foundation functions and reviewed daily objectives including: increasing social awareness of the need for charitable giving; broaden the tent of those who can make a charitable difference; simplify and reduce costs of philanthropy; focus on community needs; and to discern charitable hearts. He reviewed the types of funds which include: donor advised; field of interest; designated; scholarship; and unrestricted funds. He provided examples of each type, reviewed a typical fund flow, and explained how the investment piece works.

Councilperson Peters asked what the expenses are for the foundation. Mr. Baker replied that there is a fee structure to all funds and he provided a handout with those details. The budget for the Foundation would be around \$100,000 per year for salaries, publicity, administration, etc.

Mr. Thomas asked if the Foundation is able to stand on their own two-feet. Mr. Baker said they are not yet and are still very dependent upon the relationship with the City. Mr. Matthes explained that this is treated similarly to REDI. The City pays salary, benefits, etc. and chips in where they can, but the Board has also stepped up to help fund those expenses. The vision is that this become an autonomous entity at some point. Mr. Baker added that CoMoGives pays for itself.

Mayor Treece asked how much the Foundation has in assets currently. Mr. Baker replied \$4.7 Million.

This item is open to the public: Labor Group Presentations

- Columbia Police Officers Association (CPOA)
- Local 1055, International Association of Fire Fighters
- Columbia Water and Light Association
- Columbia Police Lieutenants Association (CPLA)
- Local 773, Laborers International Union of North America (LiUNA)

Attachments: [Attorney Sally Barker Handout](#)

Mr. Matthes reviewed the labor group negotiation process and explained that the session tonight will be two-part: groups will make succinct comments on contracts; followed by a closed session to set policy goals. This process will start again next year after the holidays.

Dale Roberts, Executive Director of the CPOA, stated that Sally Barker is the attorney representing all four groups tonight. Ms. Barker provided a handout with cases cited and stated that if agreement is reached at the bargaining table, it must be incorporated into a binding agreement for the duration of that bargaining period. Before these two cases, practice was that the language of the state constitution allowed for collective bargaining through their union. She briefly discussed the results of these cases which was that agreements are enforceable as any other contracts are enforceable. The second case stated that public employers have a duty to bargain with unions. The purpose of bargaining is to reach an agreement and the employer must come to the table with the intention to reach an agreement. When an agreement is reached, it becomes a binding contract. The City's practices of discussions with employee unions do not meet that

standard. The City has stated up front that they don't do contracts, which they believe is not bargaining in good faith to reach an agreement. Ordinances may be set, but can always be changed at the will of the Council. Most cities and schools districts in the state have contracts with employee groups, Columbia should be no different. She believes this would be a huge step in the effort of increasing employee morale among the groups she represents.

Mayor Treece asked if the method the city uses is wrong. Ms. Barker stated that she does not believe the refusal to do a contract is in compliance with the law. Mr. Skala asked if there have been meet and confer agreements reached in Columbia where those agreements were un-done or removed. Ms. Barker was not sure on the history of agreements here, but stated that has happened in other communities. Mr. Matthes added that the Council has always kept its word and the history is that agreements are written into work ordinances that are binding. Ms. Peters asked if the CPD agreed with that statement. Alan Mitchell explained that what is reached, is not an agreement, it's an ordinance put in place by Council rather than a reached agreement. Ms. Barker felt that if there is no precedent for Council not to follow through, then why not put that into an agreement, when it could make such an impact on employee morale.

Mayor Treece asked how a contract would enhance morale. Alan Mitchell stated that a contract would be binding and would provide for more stability in something that that wouldn't be changed on a whim, especially when other bargaining units in the state do have agreements.

Regina Guaverrez added that the meet and confer process is draconian and doesn't work. They stand in solidarity and want respect. Workers deserve dependability just like the City Manager has for his employment. They have contracts with other local entities like CPS and Boone County. In 1982 the union had a charter change which ended the contract at that time and no change was ever made to re-instate one with the city and everything fell under Chapter 19. She felt that there has been a lot of relationship building during her tenure there, but having a contract would go a long way with employees to show them they have nothing to be afraid of, when past relationships have not always been in good standing.

Mr. Skala asked what happens if an agreement is not met. Ms. Barker replied that is handled differently in various cases. Springfield has a very progressive ordinance that provides if parties meet impasse, they go into advisory arbitration. Council always ultimately holds approval or non-approval. Collective bargaining is a two-way process and an ordinance shows a distrust to reach an agreement with employee groups.

This item is open to the public: Motion for the City Council of the City of Columbia, Missouri, to meet on Monday, November 21, 2016 pursuant to the Work Session meeting agenda, in Conference Room 1A and 1B of City Hall, 701 East Broadway, Columbia, Missouri, for a Closed Meeting to discuss negotiations with employee groups as authorized by Section 610.021(9) of the Revised Statutes of Missouri and to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, as authorized by Section 610.021 (1) of the Revised Statutes of Missouri.

At approximately 6:19 p.m., Mayor Treece made a motion for the City Council of the City of Columbia, Missouri, to immediately go into a closed meeting in Conference Room 1A/1B of City Hall, 701 E. Broadway, Columbia, Missouri, to

discuss negotiations with employee groups as authorized by Section 610.021(9) of the Revised Statutes of Missouri; and to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, as authorized by Section 610.021(1) of the Revised Statutes of Missouri.

Yes: 6 - Ruffin, Trapp, Thomas, Peters, Treece, and Skala

Absent: 1 - Nauser

This item is closed to the public: See attached Notice of Closed Meeting.

Attachments: [Closed Meeting Notice](#)

At approximately 6:20 p.m., the City Council went into closed session pursuant to RSMo Sections 610.021(9) and (1).

II. ADJOURNMENT

The meeting adjourned at approximately 7:03 pm.