

## **BUDGET, FINANCE & PERSONNEL COMMITTEE**

**July 15, 2008**

**4:45 P.M.**

Councilwoman Berz, Chairman, called the meeting of the Budget, Finance & Personnel Committee to order, with Councilpersons Gaines, Benson, Rico, Shockley, Bennett, Page, Pierce, and Robinson present. City Attorney Randall Nelson and Shirley Crownover, Assistant Clerk to the Council, were also present.

Others present included Steve Leach, Lee Norris, Richard Beeland, Dickie Hutsell, Dan Johnson, Donna Kelley, Barry Bennett, Larry Zehnder, Mike McMahan, Daisy Madison and Bill Payne.

### **LAST CHANCE AGREEMENT**

Chairman Berz stated that she would go over this quickly; that the City Attorney would review the Agreement; that Administration, Personnel, employees and herself had met on this issue. She stated that she had made notes of concern, which she handed out, and a response to the concerns. The second page was their suggested Last Chance Agreement. Chairman Berz stated that she was the representative for the Council. She reiterated that these were the concerns and the second page was the suggested Agreement. She noted that Donna Kelley sat at the table and that this was the 4<sup>th</sup> draft; that IBEW was also included and now they just needed to see if it met legal muster. She stated that she would like to give this information to the Council for their consideration and put it on the agenda for the next meeting.

Councilwoman Bennett asked if Public Works had seen this? Chairman Berz responded that they helped write it; that Lee Norris was at the meeting; however it had not been reviewed by Randy Nelson.

Chairman Berz asked if the committee would like to hear from Public Works?

Councilman Benson stated that he would like time to digest this. Chairman Berz assured him that we would not be voting on this today.

Councilman Page stated that he would like for Public Works to make a statement.

Lee Norris stated that the Last Chance Agreement was a valuable tool; that it gave them a method to recommend that an employee remain at work when his actions were indicative of immediate dismissal; that this gave one last chance; that without this, they would be forced to terminate an employee; that this was a wake-up call to the employee; that it was their last chance, and if they violated the terms of the Agreement, they would be terminated. He went on to say that employees are adults and realize their responsibility.

Councilwoman Gaines asked if Mr. Norris could explain to her why this is used on certain employees for exit and why it was not done overall in City Government?

Mr. Norris responded that it could be used by other departments; that their department recognized the value of employees and volunteered to give them one last chance; that usually it is an oral reprimand, then a written reprimand, then suspension, and then termination—that nothing tied their hands to make them go by these steps; that they had latitude; that they elected in some cases not to go through these steps and give the employee one last chance; that if not for this agreement, the employee would be terminated immediately.

Councilwoman Gaines stated that she understood this, and she thanked Mr. Norris for the explanation; however, she stated, she was still confused as to why certain people go quickly and do not have due process; that in this government there is a process, then another process. She stated that she hoped Ms. Kelley would understand her question about the policy, and it was not just this agreement; that she did not understand why there was a separate policy in this area; that they just go out the door in Public Works; that it seemed to her very antiquated to have a government of this size having a policy that did not work for all. She stated that she appreciated Mr. Norris' work and also Ms. Kelley.

Chairman Berz stated that this could be taken up next week.

Councilwoman Bennett stated that it did sound like an offense that would justify immediate termination and questioned whether one who had signed this Last Chance Agreement could appeal to the Council.

Chairman Berz directed attention to 3, where there was a concern that employees do not understand what they are signing. The solution would be that the Last Chance Agreement information will be included in all new employee orientation, and employees will be offered time to consider their decision; that employees could take three days to consider. She went on to say that these are all valid questions and if everything had not been addressed, we could work on this.

Councilwoman Gaines stated that her question was why do we have separate policies? She stated that when we have a Personnel Department, all employees should go through the same process.

Chairman Berz explained that this is just a tool that is available, but all departments do not choose to use it—that it is not punitive but a second chance.

Councilwoman Gaines still questioned the Personnel policy, stating that we already have tools.

Councilman Benson attempted to explain that other departments can use this; that it is not something we are just giving to Public Works.

Mr. Norris added that the employee has a choice to give up his right to an appeal or else he will be terminated right then.

Councilwoman Gaines still maintained that it was the process—that in the employment law area, this does not work; that we have to have due process; that we don't just recognize a problem and then threaten the employee.

Chairman Berz stated that we should be specific and maybe the wording should be changed.

Councilman Page stated that Councilwoman Gaines had asked a question, and he would like to hear from Ms. Kelley as to the process for all employees and if there was a difference.

Ms. Kelley responded that we have a universal umbrella but differences within departments; that each department is unique—that Human Services is dictated by Federal laws; that the Police Dept. is different with the Fire and Police Dept. being quasi-military; that polices have to be tailored for each department but they must all be under the umbrella. She stated that she would like to be able to put this Program in the packet, stating that it is a management tool that might be used.

Chairman Berz asked if there were any other questions?

### **THE PASSAGE UPDATE**

Ms. Madison thanked everyone, stating that as everyone knew the City opened the Waterfront in May of 2005, and The Passage was one of the features that was good, and the public began using it as an interactive pass; that we had discussed some structural issues downtown and had asked TWH Architects to look into these issues to see if this should continue to be used as an interactive passage—that originally it was supposed to be a non-interactive passage but because of the way it was constructed, this was not made clear to the public; that TWH had looked at this with their recommendations and was bringing this to us; that Vance Travis and Rob Rose had worked on this. She turned the meeting over to Vance Travis.

Mr. Travis stated that they were the fix-it-up architects for something that was 4-5 years old; that they hired a team to help them—Campbell and March Adams.

He presented a video presentation showing the scope of their work, which is between the Aquarium, Market Street Bridge and the River. This video showed notes from the original architect. Their findings started with this—improper wiring—that they looked at the wall intersecting the Aquarium and the lack of control joints. He stated that signage was needed to show safety and usage.

Mr. Travis went on to say that there were tile problems; that in the lower pool there is a distinct problem with lights and the icon in the base is not bonded electrically. Expansion joints occurred and the top of the wall is problematic. He mentioned water infiltration where the mortar is breaking down prematurely; under the Bridge there is masonry failure and several recessed light fixtures with condensation. The pavers are breaking down.

He noted that the recommended tasks are partial demolition and then reconstruction, using the following methods: Remove and store medallions; Demo walls to 100 Year Flood Line; Remove light fixtures; Remove water feature paving; Remove light fixtures under the Bridge; Grant walls; Rebuild walls for 100 Year Flood Line; Cap walls with new capings; Repair stepped walls and aquarium; cut new sealant filled control joints in all walls; Rebuild veneers and Bridge abutments; Clean all walls again; Install additional barriers and handrails; Construct light trusses with fixtures along walkway to the Bridge and install light fixtures below the Bridge; Adjust pump equipment; Provide additional signage; Reinstall Medallions and cutouts.

The base cost would be \$600,000; to make it interactive would be an additional \$630,000; the testing and professional fees are \$264,515; making the total estimated cost around \$1,500,000.

Mr. Travis ended by saying this should put The Passage back together as a wonderful, spiritual place.

Councilman Pierce asked the timetable? Mr. Travis responded that it would take three months to get the bid documents together and two months for the bidding and negotiation; that in five months we could start the reconstruction. Councilman Pierce wanted to know the whole cycle and was told about six months. Councilman Pierce stated that he put the blame for the original problems on fast-tracking this to get it finished; that he would hate to see us spend \$1,500,000 and put a time limit on this that was impossible to meet. Mr. Travis agreed that we did not need to hurry this time. Councilman Pierce stated that he wanted it back on line, but we did not need to fast-track it.

Councilman Benson asked Mr. Travis if his personal property and money were involved in putting this back on track would we might be looking at a “money pit” situation? Mr. Travis stated that he would not be building a pool unless he could use it. Councilman Benson again asked if it would be a “money pit”? Mr. Travis responded not if it is done correctly but there would be maintenance. Councilman Benson asked “why this time”?

Councilman Page noted that this was not meant to be interactive originally but had turned into this. He wanted to know what the community thought was best—interactive or not? He stated that he also had a legal question as to bonding problems and the liability.

Councilwoman Robinson stated that she was on the committee that helped conceptualize this, and it was originally seen as a serene place with art in place that celebrated life; that when the facility opened, the public waded in and never came out! She urged to make it interactive and a happy place, stating that Mr. Travis proposed that this is the right thing to do. She stated that we needed to be certain that we contacted the original team who put the art together, and they should also be involved in the removal and again at the time when the art is re-installed.

Councilman Page asked about the legal part? Chairman Berz stated that even if it were non-interactive, it still needed to be fixed.

Attorney McMahan noted that there was a lot of difference in price between being interactive and non-interactive; that the contractor would be responsible for sub-contractors; that Hargreaves was the original architect, and we have contacted them and are supposed to enter into mediation before litigation; that we are pointing fingers at the contractor and the architect to see if they will contribute funding to the repairs.

Councilwoman Robinson wanted to tell Mr. Travis that we have received his report and that we need to move forward; that the legal issue is separate.

Attorney McMahan stated that we were going to move on the legal right away, too.

Councilman Shockley asked if the original intent was for this to be non-interactive?

Attorney McMahan responded that the original design was inappropriate for a non-interactive use.

Adm. Leach added that their goal was to have this open by next season—sometime next summer; however we don't want to do it wrong twice; that some of the process will take place in the winter months, and it will be later next summer before it is finished.

**Councilwoman Robinson moved that we get this on the table and recommend the report given by Mr. Travis and start the process of undertaking repairs as soon as possible. This was seconded by Councilwoman Bennett.**

Councilman Pierce wanted to know who would oversee this? Adm. Leach responded that Public Works would take the responsibility.

Ms. Madison reminded that the Council was the body that would authorize the expenditure of \$1,500,000, and they really wanted the Council's authority by way of a Resolution to hire this architect.

Councilman Page stated that the City Attorney has the authority to move forward with litigation.

Attorney McMahan stated that they had the authority to move forward, but they needed something from this body (Council) to attend mediation.

Chairman Berz stated that the Council's motion was to proceed with a Resolution.

Councilwoman Robinson agreed that the Council had received this report and were prepared to move forward.

Mr. Travis mentioned an article in a national magazine that said that Chattanooga was at the crossroads—that after completing the waterfront, we had changed leadership and the article questioned if this was the end. He stated that he thought this question was answered this morning!

Ms. Madison stated that the money was not authorized—that this was a priority for the Capital Budget.

The meeting adjourned at 5:30 p.m.

