

THURSDAY

JUNE 09, 2022

The Governing Body of the City of Pratt met in Recessed Session in the Commission Room located at City Hall.

PRESENT:	Zach Deeds	Mayor
	Don Peters	Commissioner
	Gary Schmidt	Commissioner
	Jeanette Siemens	Commissioner
	Kyle Farmer	Commissioner

ALSO PRESENT:	Bruce Pinkall	City Manager
	LuAnn Kramer	City Clerk
	Regina Goff	City Attorney

CALL TO ORDER:

The recessed meeting was called to order by Mayor Deeds. The Mayor instructed the Clerk to note that all Commissioners were present.

Mayor Deeds reminded the audience that this meeting may be taped and/or recorded.

BUSINESS:

OPEN DISCUSSION:

City Attorney Goff stated that she had sent a list of questions to Mr. Kyle McCawley. Mayor Deeds stated that they would recess until 5:00 p.m. after this meeting so that they could meet with the pool committee and any of the Commission were welcome to come to that meeting also. Commissioner Farmer stated that he had a prior commitment, so he would no be able to stay.

- **Hospital signage:**

Commissioner Peters asked if Mr. DeWayne Bryan had to do anything special for the signage at the hospital. Building Inspector Blankenship stated that there were utilities below both of the signs and the electric and water were six feet away so they would use the hydrovac. Mr. Blankenship commented that he would come to a Commission meeting to ask for permission to put it on the right-a-way. Mr. Blankenship stated that the one that was going to be an issue was on Howard Street, so he would be talking to the State tomorrow. Commissioner Siemens asked if there were two or three signs. Mr. Blankenship stated that there were four.

- **Pool:**

Commissioner Peters asked who gave the \$6.1 million estimate and where the design came out of. City Attorney Goff stated that the engineer was probably closer to \$850,000 and Stifel was probably \$85,000. Commissioner Peters clarified that administrative costs were about a million. Mr. Goff stated that was pretty close and she was not sure whether Newton had to move their structure, because of a sewer line. Commissioner Peters stated that he hoped we did not have to cut anything. Commissioner Schmidt stated

that this was weird to him. Mayor Deed stated that it was just not the pool that was \$6.1, but it included a lot of other things, like maybe the parking lot. Mayor Deeds commented that language was important.

Mayor Deeds stated that he appreciated the work that the pool committee had done and some even traveled to other pools and even went into Oklahoma. Commissioner Schmidt stated that he went to two meetings and they were interested. Commissioner Schmidt commented that they did not know how to ask questions and they did not know that it was going to be smaller than what they had now. Commissioner Schmidt stated that there were no measurements and no way to make comparisons. Commissioner Schmidt explained that we should know a cross section of the bottom of it from the slope of the diving area back up and if the lanes were all the same depths. Mayor Deeds stated that we were just signing an engineering contract today. Commissioner Schmidt stated that they came up with \$6.1 million somewhere down the line and he would like to get a justification for that. Mayor Deeds stated that we were not committed to any specific designs or numbers. Mayor Deeds commented that we were issuing bonds to serve an approximate cost of the project. Mayor Deeds stated that we could sign this agreement and still change the design.

Ms. Goff stated that she understood Commissioner Schmidt's point of view and it was essential with the contract for the builder or contractor. Building Inspector Blankenship stated that the engineer gets a percentage of the job and the construction all goes out for bid. Mr. Blankenship commented that \$6.1 million was an umbrella and the worst it was going to cost and most comes in underneath it. Mr. Blankenship added that we did not know what the cost of materials was going to do.

- **Annexations:**

City Manager Pinkall stated that he still had some things to work on. City Attorney Goff stated that the pool took over all the attention. Ms. Goff commented that she had talked about this at her conference last week and the question was if we could abate taxes in exchange for a petition for annexation. Ms. Goff stated that she thought that we could, but other attorneys thought we had to tax all people the same. Ms. Goff explained that one attorney stated that she had rebated taxes. Ms. Goff stated that one sub-division offered that and we might have to use that to move forward. Ms. Goff reminded the Commission that the Shippy's had paid for curb and guttering and we could offer to reimburse them for that. Ms. Goff stated that the Shippy's had agreed in an open meeting, in principle, to a petition annexation, a consent annexation instead of a unilateral annexation, which required a lot more action, if we agreed to pay the taxes and she had to do that legally. Ms. Goff stated that that was her research and Mr. Pinkall needed to set up the meeting with them. Ms. Goff added that petition annexation did not have to come before the Commission.

Ms. Goff stated that next on her radar was property next to the college that was surrounded on all four sides by the City and Mr. Dale Withers' property would be one of the last ones.

- **Sandy Creek:**

Commissioner Farmer asked about the Sandy Creek lots. Mr. Pinkall stated that he had sold lot #1 and they were to follow up tomorrow. Commissioner Peters asked about the price. Mr. Pinkall stated that they agreed on one price and her price was higher and they accepted and sold for \$5,000 plus specials.

CONSIDERATION AND APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND LAMP RYNEARSON, INC.;

City Manager Pinkall introduced Mr. Kyle McCawley from Lamp Rynerson. Mr. McCawley stated that he was here a few years when the City put in a new liner in the existing pool and he had helped with some

chlorine problems. Mayor Deeds stated that he was glad he was here. Mr. McCawley stated that he was here to talk through the contract and he shared that they were a company that focuses on municipal projects and aquatic centers. Mayor Deeds asked how many they do a year. Mr. McCawley stated that they do work in Kansas, Missouri, Oklahoma, Nebraska and Iowa and they did five jobs in Kansas two years ago. City Attorney Goff asked if they worked on the Newton pool project. Mr. McCawley stated that they did and there were a few more layers there with the City owning the pool and the recreation running it. Mr. McCawley clarified that the recreation commission was under the school district. Commissioner Farmer clarified that they were only open for three weeks last year. Mr. McCawley stated that they were and he explained that they reached out about this time last year for a design team. Mr. McCawley commented that they reached out to Donlinger Construction and they were selected to get them a new pool by the following year and it took some time to get everyone on board. Ms. Goff stated that that caught the eye of the Commissioners because it was very similar to what we were looking at and it was only \$2.7 million. Ms. Goff asked if they did a bond and how much they actually financed. Mr. McCawley stated that that one was structured between the City and Donlinger and then Donlinger hired them as the engineers. Mr. McCawley explained that this contract would work where the City had an agreement with us and we would hire. Ms. Goff questioned what the financial total was with bond council and engineer. Mr. McCawley stated that he would have to get that from the City and he would be willing to do that. Mr. McCawley stated that what he sent last week included the full professional services, which included the architectural needs and engineering needs. Mr. McCawley commented that EBH had already done the surveying about a year ago and it was paid for. Mr. McCawley explained that the building needs, planning and design, the parking lot, connections to the electrical and sanitary system and underneath had all been included in that.

Commissioner Peters asked if Mr. McCawley had gotten Ms. Goff's email with specific questions. Mr. McCawley stated that he had gotten that. Ms. Goff stated that there were basic services, additional services and reimbursable expenses. Ms. Goff commented that the basic services portion contemplates that the engineer would be onsite to perform certain functions, such as the schematic design phase to review existing conditions, during the preliminary design phase, to prepare documents during the final design phase, to prepare the final drawing specifications, to attend one pre-bid conference during the procurement phase, etc, which was a lot of travel. Ms. Goff continued stating that they would also be onsite once a month to spot check that things were being done correctly and she questioned if that travel was included in the basic services or if it was part of the reimbursable expenses and that was on top of the basic services. Mr. McCawley stated that, when it says that when we were going to be here in the basic services, those fees would be covered. Mr. McCawley added that where additional services come in would be if the City requested more than what was in the basic services. Mr. McCawley commented that there would always be a conversation and it would be in writing. Ms. Goff asked about the travel. Mr. McCawley stated that it was not and we would charge mileage, meals and hotel. Mr. McCawley commented that they could probably come up with a flat rate if that would be easier. Mr. McCawley stated that we rent a car, so the invoice would have the rental, gas, food and lodging. Commissioner Peters asked for a ballpark figure. Mr. McCawley stated that he would guess around \$3,000 to \$4,000 at the end of all the trips. Mr. McCawley added that he tries to combine travel to more than one place. Mr. McCawley stated that they could set-up the contract hourly, by percentage of construction or a lump sum. Mr. McCawley commented that the City had done a great job of knowing what they wanted to spend.

Commissioner Peters stated that they were all concerned with the \$359,000 for basic services and the additional for reimbursable expenses going through the contract. Commissioner Peters asked what a ballpark figure would be for additional services beyond the \$359,000. Mr. McCawley stated zero, unless you wanted to add a tennis court, which would be additional. Mr. McCawley commented that you could not foresee everything that was going to happen, but they try to set it up to be everything needed from an engineer and architect and from beginning to the one year warranty. Mayor Deeds stated that a change order would be something that we would have to authorize. Mr. Rambat stated that they have thought it

through from a to z. Mr. Rambat commented that, when we tear it out and we have some inadequate subgrade soils or have to do some major modifications that take us outside of the course, a lot of those costs may apply. Mr. McCawley stated that it does happen sometimes when we go down into the ground. Mr. McCawley commented that they would be doing tests before they do anything. Mr. McCawley stated that we would not do any additional work or start charging you until we had a conversation first.

Ms. Goff commented that she saw where any additional service would be agreed upon in writing; however, she did not know how much additional services were typically required. Ms. Goff stated that she would be curious if the City could have a structured contract, since we did not know what was down there other than a sewer line, with maximum cost for basic services plus reimbursable services for some comfort level, not to exceed a certain amount. Mr. McCawley stated that he would be happy to put that in there and they would invoice the City plus 15%. Mr. Rambat questioned if we should put the work anticipated in front of it, because nobody could predict the normal things that could happen. Mayor Deeds stated that it sounded like it was rare to go above the base. Mr. McCawley stated that he was willing to do the maximum and that would show how rare it was. Mr. McCawley added that they were not a firm that charges every time they make a phone call or print a document. Mayor Deeds stated that he was comfortable with it. Mr. McCawley stated that he wanted this to all go well.

Mayor Deeds asked if there was a way to get credited for any in-kind services that we provide or have already provided. Mr. McCawley explained that there was surveying done by EBH and any in-kind services done by City staff or a local company would be identified at that time. Mr. McCawley stated that they would let the contractor know what was in their contract and what was not included in that contract. Mayor Deeds stated that we were not committed to a certain design yet or an amount; however, we were going to issue bonds at a certain rate. Mayor Deeds questioned that, if we agreed to this agreement today, we would not be locked into a specific design and cost. Mr. McCawley stated that the fee was included their fee and the \$6.1 million would start with the general contractor. Mr. McCawley commented that the next question would be whether we wanted to spend \$6.1 million or whether we wanted to spend \$5.1 and use the other million as a slush fund for maintenance. Commissioner Peters commented that the contractor would give us a turn key job with the fencing, the parking lot, etc. and he asked where they would get the dirt to fill in the hole and he added that we all know that dirt was not cheap. Mr. McCawley stated that our goal was to have the contractor do everything turn key.

Ms. Goff stated that the proposed contract explicitly states in numerous places that Lamp Rynearson was not to be held liable for any work conducted by the constructor or contractor. Ms. Goff commented that a concern of the Commissioners was raised that some assurance was needed that the engineer would be voicing concerns regarding any defect in the constructor and/or contractor's performance should any become known or apparent. Ms. Goff stated that the contract contemplates that you would not be correcting or supervising the contractor's work, but one Commissioner had asked if that was not what you were there for. Mr. McCawley stated that, as a licensed engineer, they had to maintain a standard of care based off of codes and they were obligated to address anything they see that did not meet OSHA standards. Mr. McCawley commented that it means that we were not building anything, so it was not our liability; however, that did not mean it was not covered. Mr. McCawley stated that there would be performance bonds and insurance. Mr. McCawley explained that the engineer's job was to make sure that they were building what was on the document.

Commissioner Schmidt asked about what kind of joints were going to be used and if it was going to be one continuous pour. Mr. McCawley stated that it was best to pour in sections because it would move no matter how big the pool was going to be and they wanted to control that movement to the best of their ability. Mr. McCawley commented that there would be joints in the floor and the walls and there would be water stops integrated into both to bridge that gap. Mr. McCawley added that they had to come back

and caulk that gap. Commissioner Schmidt asked if they were keyed also. Mr. McCawley stated that were not typically, so they were a construction joint and caulked with an epoxy paint.

Mr. McCawley explained that they make it so that it drains in the winter and not holding water. Mr. McCawley stated that where it was flat floors and around the walls where it was 10' deep, they would ask them to dig 12' to 13' deep to get to good material and fill it back up with good clean rock and bore it about 1' thick of concrete. Mr. McCawley commented that any ground water that would move through the rock below. the foundation drain system would take any of that ground water away from there.

Commissioner Schmidt asked if the floor or the wall go in first. Mr. McCawley stated that it would depend on where you were at. Mr. McCawley explained that anything deeper than 4', the floor goes before the footing of the wall, but the shallow end gets the wall first with the footing underneath it. Mr. McCawley repeated that the deep end gets the floor first, work up the slope and to the shallow and then do the walls in the deep end, then the walls in the shallow and then pour the last section of the floor. Mr. Rambat asked if you had to worry about putting in a hydraulic water valve. Mr. McCawley stated that they do just in case and it was in the main drains and it pops up in the winter in case of excessive water. Commissioner Schmidt asked what they were using now for reinforcement that was like steel. Mr. McCawley stated that it was #5 bar typically. Mr. McCawley explained that it was 1' thick slab double mat in the deep end and in the shallow end it was about an 8" thick slab. Mr. McCawley stated that their typical design would be tighter around the walls and an all concrete gutter.

Mayor Deeds asked about the payment timeline. Mr. McCawley stated that the City could terminate the contract; however, they invoice once a month and it was on the percentage on completion of work. Mayor Deeds stated that the City should be getting proceeds from the bonds. Mr. McCawley stated that he would not anticipate any invoice until late July. Mr. Rambat stated that he had a local contractor that we could work with to tear it out. Mr. McCawley stated that he would get one on board. Mr. McCawley stated that he would look at August for demolition.

Commissioner Schmidt asked if the lane area had some slope to it. Mr. McCawley stated there would be some slope to it, but relatively consistent. Commissioner Schmidt asked if we trained our own life guards. City Manager Pinkall stated that they go out for WSI training and we have a gal that comes here. Mr. McCawley explained where the depths of the water were going to be and the dimensions of the pool. Mr. Rambat asked if it was standard to install below pool lighting. Mr. McCawley stated that they usually only put it above from a service standpoint.

Mayor Deeds stated that he felt that there was no hurry in taking these drawings to the public. Mr. McCawley stated that it was probably a little early because you did not want people to come back and say that they saw it in the paper this way or that way. Commissioner Siemens stated that they were already asking about it now. Mr. McCawley commented that it was sometimes helpful to ask for their input on the slide or other amenities. Mr. Pinkall stated that the pool committee wanted to come up with the design and then get the public's feedback and interaction. Mayor Deeds said that we wanted to get far enough along and then ask for their input. Mr. Pinkall stated that he wanted to give them the concept. Mayor Deeds stated that you could give them the concept, but we needed to be careful how we say this. Mayor Deeds commented that he did not like the idea of taking it so far and then asking for input. Commissioner Farmer questioned if we did not ask for their input a couple of years ago. Mayor Deeds stated that was the purpose of the pool committee to the experts and to put in the time and we had to put our faith in them. Ms. Goff asked if we were willing to redesign the pool. Mayor Deeds stated that he was not. Commissioner Siemens stated that it could be more public awareness.

Mayor Deeds asked Mr. McCawley that max travel expenses had never exceeded 1%. Mr. McCawley stated that that was fair and he was willing to put that in the agreement. Commissioner Schmidt asked

what the availability of a contractor would be after Labor Day. Mr. McCawley stated that it would be favorable and he knew of three right off. Commissioner Schmidt asked about the life of a pool that they put in today and why it would change. Mr. McCawley stated that it was around forty years and he had not seen that forty. Mr. McCawley commented that some changes could be because it was not cared for or the environment or the materials. With no more discussion, Mayor Deeds made a motion to approve the agreement as presented by Mr. Kyle McCawley representing Lamp Rynearson, Inc. with the additional understanding that the parties agreed that reimbursable travel expenses shall not exceed 1% of basic services expenses as listed in Appendix C. The motion was seconded by Commissioner Peters and carried unanimously. Mr. McCawley thanked the Commission and encouraged them to call him anytime for updates on the progress of the pool. Commissioner Schmidt asked for dimensional information for the Commissioners and Mr. McCawley was going to get that to them.

ADJOURN:

All Commissioners, with the exception of Commissioner Farmer, joined the pool committee for their meeting. After listening in on their discussion with Mr. McCawley for a while, Commissioner Schmidt made a motion to adjourn the recessed meeting. The motion was seconded by Commissioner Siemens and it passed unanimously.

APPROVED BY THE MAYOR:

ZACH DEEDS, Mayor



ATTEST:

LUANN KRAMER, City Clerk