



AGENDA OF A SPECIAL SESSION OF THE  
COUNCIL OF THE CITY OF WASHINGTON, IA  
TO BE HELD AT THE  
**COUNCIL CHAMBERS**  
**215 E. WASHINGTON STREET**  
AT 6:00 P.M., TUESDAY, OCTOBER 22, 2024

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**PUBLIC HEARING**

Review Bids Received for the Central Park Restroom Project

**NEW BUSINESS**

1. Consideration of a Resolution to Award a Construction Contract to Christner Contracting of Ottumwa in the Amount of \$260,400 for the Central Park Restroom Project
2. Discussion and Consideration of a Resolution to Accept an Offer to Purchase Lot 5 in the South Business Park from Roder Group, LLC in the Amount of \$30,000

**CLOSED SESSION**

- Closed Session per Iowa Code 21.5(1)(i) – *to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.*

1. Formal action for any items discussed in Closed Session

**MAYOR & COUNCILPERSONS**

Millie Youngquist, Mayor

Illa Earnest

Patrick Morgan

Elaine Moore

Ivan Rangel

Kenneth Schroeder

Fran Stigers

**ADJOURNMENT**

*Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kelsey Brown, Finance Director  
Kathy Kron, City Clerk  
Kevin Olson, City Attorney*




*City of Washington  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: October 17, 2024

SUBJECT: Resolution to Award Construction Contract for the Central Park Restroom Project

On October 17, 2024, bids were opened for the Central Park Restroom Project. The lowest responsive bid was from Christner Construction in Ottumwa for the amount of \$260,400. A complete bid tab is attached for your review. The funding sources for this project include:

- \$225,000- Riverboat Quarterly Funds
- \$25,000- Community Betterment Grant
- \$10,400- Hotel/Motel Tax (FY25 City Share)

Our consulting engineer, Leland Belding has reviewed the bid from Christner Construction and recommends approval. Attached you will find a draft resolution to award the contract to Chrisner Construction.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

**RESOLUTION NO. 2024-**

**A RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE CENTRAL  
PARK RESTROOM PROJECT**

**WHEREAS**, the construction project known as the “Central Park Restroom Project” has been designed and publicized for bid, and bids were received on October 17, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF WASHINGTON, IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the “Central Park Restroom Project” is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Christner Contracting, Inc.  
17587 Hwy 34  
Ottumwa, IA 52501

Amount of Bid: \$260,400.00

Section 2. That the Mayor and City Clerk are hereby directed to execute contract & ancillary documents with the contractor for the construction of said public improvements.

Passed and approved this 22<sup>nd</sup> day of October, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor

Attest:

\_\_\_\_\_  
Kathy Kron, City Clerk



**VEENSTRA & KIMM INC.**

2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000 // 888.241.8001  
www.v-k.net

October 17, 2024

City of Washington  
215 E. Washington Street  
P.O. Box 516  
Washington, IA 52353

WASHINGTON, IOWA  
CENTRAL PARK RESTROOM RECONSTRUCTION  
RECOMMENDATION TO AWARD CONTRACT  
BID TAB

The City of Washington received bids until 2:00 p.m., October 17, 2024 for the Central Park Restroom Reconstruction. A total of four bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Christner Contracting, Inc.	\$260,400.00
King-Knutson Construction, Inc.	\$269,000.00
R.G. Construction, LLC	\$313,796.00
City Construction Newco, LLC	\$420,200.00

The apparent low bid for the project was submitted by Christner Contracting, Inc. with its bid in the amount of \$260,400.00. We have enclosed one copy of our certified bid tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

The Engineer's estimate of cost for the project was \$200,000.00. The low bid submitted by Christner Contracting, Inc. was approximately 30% above the Engineer's estimate of cost for the project.

Veenstra & Kimm, Inc. believes Christner Contracting, Inc. has sufficient experience and resources to complete the project within the contract time. We also believe that the low bid is reflective of the current value of the project. We recommend that the City of Washington award the construction contract to Christner Contracting, Inc. in the amount of the bid of \$260,400.00.

If you have any questions or comments concerning the project, please contact us at (319) 466-1000.

VEENSTRA & KIMM, INC.

Leland Belding

LJB:mmc

24659

Enclosures

**CENTRAL PARK RESTROOM RECONSTRUCTION  
WASHINGTON, IOWA**

**BID TABULATION**

**CENTRAL PARK RESTROOM RECONSTRUCTION**

Construct the Central Park Restroom Reconstruction including all labor, equipment, and materials necessary for excavation, backfill and sitework; reinforced concrete foundation; concession building structure, connection to water service, connection to sewer service, connections to existing electrical system, electrical wiring and conduit, sidewalks, site grading, seeding and miscellaneous associated work, including cleanup, for the lump sum of:

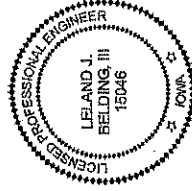
Christner Contracting, Inc. 17587 Hwy 34 Ottumwa, IA 52501	King-Knutson Construction, Inc. 1380 Stoney Pt. Road SW Cedar Rapids, IA 52404	R.G. Construction, LLC 215 East 4 <sup>th</sup> Street Ottumwa, IA 52501	City Construction Newco, LLC 2346 Mormon Trek Blvd, Suite 2500 Iowa City, IA 52246
\$260,400.00	\$269,000.00	\$313,796.00	\$420,200.00

I hereby certify that this is a true tabulation of bids received on October 17, 2024 by the City of Washington, Iowa.

  
Leland Belding, P.E.

Iowa License No. 15046

My license renewal date is December 31, 2025



*Millie Youngquist, Mayor  
Joe Gaa, City Administrator  
Kelsey Brown, Finance Director  
Kathy Kron, City Clerk  
Kevin Olson, City Attorney*




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MEMORANDUM

TO: Mayor and City Council

FROM: Joe Gaa, City Administrator 

DATE: October 18, 2024

SUBJECT: Resolution to Accept Purchase Offer for Lot 5 in South Business Park

Recently the City was approached by a group of local entrepreneurs wanting to start a new business in town. They have settled on Lot 5 in the South Business Park for the location. This lot is on the east side of the cul-de-sac and will border the land where Paws and More will be building their shelter. The business entity is Roder Group LLC owned by Matthew and Brian Roder. They will build a building to house a dog boarding business titled The Bark Barn.

Attached you will find a proposed purchase agreement and resolution to approve the agreement. The price set by the Council is \$35,000. You will note the Roder's have offered \$30,000. This has been added to the special meeting agenda for October 22<sup>nd</sup>. If approved, the Roder's will need to finalize their building and site plans to take to the Planning and Zoning Commission. The plan is to move the process along and begin construction this fall for a 2025 opening.

If you have any questions or comments regarding this matter, feel free to contact me at your convenience.

**RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING A PURCHASE AGREEMENT WITH RODER GROUP, LLC. FOR LOT 5, WASHINGTON BUSINESS PARK SUBDIVISION, PHASE 1.**

**WHEREAS**, Roder Group, LLC, approached the City of Washington to purchase a lot in the Washington Business Park Subdivision, Phase 1; and,

**WHEREAS**, Roder Group, LLC. has negotiated a Purchase Agreement with the City of Washington to sell Lot 5 in said Subdivision for \$30,000; and

**WHEREAS**, to that end, the City Attorney has drafted an agreement to reflect the same which now requires approval by the City Council.

**NOW, THEREFORE, BE IT RESOLVED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, IOWA**, that the aforementioned Purchase Agreement between the City of Washington and Roder Group, LLC, is hereby ratified and approved. Further, the Mayor and City Clerk are hereby directed to execute a warranty deed to Roder Group, LLC., and any other documentation necessary to effectuate this transaction.  
Passed and approved this 22<sup>nd</sup> day of October, 2024.

\_\_\_\_\_  
Millie Youngquist, Mayor

Attest:

\_\_\_\_\_  
Kathy Kron, City Clerk



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between the City of Washington, Iowa, (hereafter the "Seller"); and Roder Group, LLC (hereinafter the "Buyer").

1. **REAL ESTATE DESCRIPTION.** The Seller agrees to sell and the Buyer agrees to purchase the parcel legally described as Lot 5, Washington Business Park Subdivision, Phase One, Washington, Washington County, Iowa, according to the recorded plat thereof and subject to easements and restrictions of record (hereafter the "Property").
2. **PURCHASE PRICE.** The purchase price of the Property shall be **\$30,000.00**, payable at Washington, Washington County, Iowa, as follows:
  - a. \$1,000.00 earnest money to Seller upon execution of this Agreement.
  - b. Remaining balance of the Purchase Price to be paid at the Closing.
3. **DATE OF POSSESSION.** The Buyer shall be granted possession of the Property no later than November 15, 2024.
4. **REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement. Seller shall pay the real estate transfer taxes and the Buyer shall pay the recording fees associated with this transaction.
5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Seller may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so.
6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 2 above.
7. **ABSTRACT AND TITLE.** Seller shall cause an abstract of title to be delivered to Buyer for the Property which shall show marketable title to the Property in Seller in accordance with the Title Standards of the Iowa Bar Association. Seller shall, at its sole cost, immediately execute any additional documentation necessary to convey marketable title to Buyer.
8. **DEED.** Upon payment of the purchase price, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.
9. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**10. REMEDIES OF THE PARTIES.**

- a. If Buyer fails to perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Seller's option, upon thirty days written notice of intention to accelerate the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter, this contract may be foreclosed in equity and the Court may appoint a receiver.
- b. If Seller fails to timely perform this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.

**11. CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

**12. ASSIGNMENT.** Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.

**13. CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**14. CERTIFICATION.** Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.

**15. TESTING/SURVEY.** The Seller expressly agrees, that upon 24-hour notice to the Seller by the Buyer, to allow access onto and into the Properties for the purpose of testing and surveying said Property. In doing so, the Buyer hereby expressly indemnifies and holds the Seller harmless from any and all claims in connection with said testing/survey.

**16. CITY COUNCIL APPROVAL REQUIRED.** Both parties expressly agree that this Agreement is not-binding upon the City until such time as approved by the Washington City Council with tentative approval being October 22, 2024.

18. **SITE PLAN APPROVAL REQUIRED.** Buyer expressly agrees that any development of this vacant lot will require the approval of a site plan for the Property.

**City of Washington, Iowa:**

By: \_\_\_\_\_  
Millie Youngquist, Mayor

ATTEST:

By: \_\_\_\_\_  
Kathy Kron, City Clerk

ACCEPTED on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Roder Group, LLC:**

By: Brian Roder                      Matthew Roder

Brian Roder; Co-Owner      Matthew Roder; Co-Owner  
Print name and title