

# **SUPPLEMENTAL PACKET**

City of Afton  
3033 St. Croix Trl, P.O. Box 219  
Afton, MN 55001

## Meeting Date Mar. 21, 2017

### Council Action Memo

To: Mayor Bend and Members of the City Council  
From: Ron Moorse, City Administrator  
Date: March 14, 2017  
Re: Public Hearing Regarding the Abatement of Property Taxes Levied by the City to be Redirected to the 2017 Street Improvements Project - **Supplemental/Corrected**

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#### Tax Abatement and Abatement Bonds

Tax abatement is used to reallocate local tax revenue, received from a set of properties, from the general fund to a specific project. Tax abatement involves a reallocation of taxes rather than an exemption from paying taxes. The property for which taxes have been abated will continue to pay their taxes in full. The amount of the abatement, however, is redirected to a specific project (in this case, to pay the debt service on the bonds financing the 2017 Street Improvements Project) rather than going to the general fund. The amount of taxes to be abated is estimated to be not more than \$3,500,000.

#### Street Improvements Planning

The City Council and Public Works Committee worked for several months in 2016 to develop solutions for meeting the City's deferred street improvement needs. Information describing every road in Afton was keyed into a master spreadsheet which lists the width, length and current condition of each street. The Public Works Committee used this data and additional pavement management data (existing conditions, subgrade, drainage and traffic volumes) to rank each street's condition and group the streets into priorities. Based on this information, along with cost information on the types of improvements needed, the spreadsheet was used to develop and analyze options for meeting street improvement needs, in terms of both timing and funding.

On Wednesday, December 14, 2016, a public information meeting was held to obtain input from residents regarding the timing and funding options for street improvements. The Council then revisited the timing and funding options based on the public feedback, and determined that, to take advantage of low interest rates and to avoid the risk of higher construction costs in future years, the best option was to move forward with improvements to the streets currently in fair to poor condition in 2017, and to finance the improvements with the sale of \$3.5 million of GO Abatement Bonds. This option will address the deferred street maintenance needs and will put the City into a position to fund all future street improvements on a pay-as-you-go basis.

#### Public Hearing

This is an opportunity for the general public to express their views with respect to the proposed abatement of taxes to fund the 2017 Street Improvements Project.

#### Council Action Requested

**No Action Required**

**Ron Moore**

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**From:** Seth Wier <Seth.Wier@countymaterials.com>  
**Sent:** Monday, March 20, 2017 8:18 AM  
**To:** Ron Moore  
**Subject:** 30TH St. Box Culvert Re-Quote 3-20-16  
**Attachments:** 30th Street Afton Quote 3-20-17.pdf

Ron,

After talking with Dian Hankee from WSB we needed to requote these box culverts. We needed to get some details from here so we know how to build these as there are no plans/ details to go off of. She informed us that their was going to be 15' feet of cover over these box culverts which requires us to add more reinforcement to the design which will cost a little more. Also, she informed us you needed the drop wall so I added that to the quote. I know you might have to take this back through the city for approval. If not If you could sign the new quote and send it back to me that would be great. Feel free to give me a call if you have any questions on these changes.

Thanks,

**Seth Wier**

Pipe Project Coordinator / Technical Administrator



1203 70<sup>th</sup> Ave Roberts, WI 54023

[seth.wier@countymaterials.com](mailto:seth.wier@countymaterials.com)

(715) 749-2230 (local)

(800) 426-1126 (toll free)

(877) 651-5040 (toll free fax)

[www.countymaterials.com](http://www.countymaterials.com)



CMC ROBERTS PIPE  
 1203 70th AVE  
 ROBERTS, WI 54023  
 Phone: 800-426-1126  
 Fax: 1-877-542-9806  
 WWW.COUNTYMATERIALS.COM

<b>BID DATE:</b> Thursday, January 12, 2017	<b>TIME:</b> N/A	<b>QUOTE #</b> 0035-17
<b>BID TO:</b> City Of Afton	<b>PROJECT:</b> 30th Street Afton	
<b>CONTACT:</b> Ron Moore	<b>LOCATION:</b> Afton, MN	
<b>ADDRESS:</b> 3033 St. Croix Trail S. Afton, MN 55001	<b>COUNTY:</b> Washington	
<b>PHONE:</b> 651-436-8957	<b>CMC-REP:</b> Seth Wier (715) 749-2230	

QUANTITY	DESCRIPTION	UNIT PRICE	PRICING
<b>STORM SEWER MANHOLES &amp; BOX CULVERTS</b>			
<b>7 X 6 PC BOX CULVERT</b>			
36.00	7 X 6 PC BOX CULVERT 15' O.F.	\$444.31 LFT	\$15,995.23
1.00	7 X 6 PC BOX END TYPE 1	\$2,874.73 EA	\$2,661.79
1.00	14'4" X 3' 2" X 1" DROPWALL	\$826.64 EA	\$826.64
105.00	JOINT MASTIC 1"	\$1.00 LFT	\$105.46
175.00	24" FILTER CLOTH	\$0.70 LFT	\$122.85
18.00	1" U-TIE	\$22.67 EA	\$408.05

**Storm Sewer Manhole & Box Culvert Estimated Total \$20,120.02**

**Estimated Project Total \$20,120.02**

<b>Monty Schreier - Sales</b> 651-775-4994	<b>Eric Klotz - Sales</b> 651-775-4420
<b>Seth George - Sales</b> 651-357-4430	<b>Carlos Villarreal - Loc Mgr</b> 651-341-8642

Add \$350.00 to cast, Contractor supplied hatch into top slab.-NET  
 For integral base in storm sewer structures add 25% to base slab price.  
 For gasketed top slabs add 35% to top slab price.  
 Add \$75.00 for each additional 2" thickness for 48" monolithic base (6" base standard).  
 Unless noted above, customer is responsible for all coatings or admixture requirements.  
 Freight included for full loads. FOB Jobsite. Truck as near as possible under it's own power.  
 A Minimum drop charge will apply on any Project with less than full truckload quantities.  
**30% Restocking fee of purchased price for all returns that are in good and saleable condition plus shipping costs.**  
 No returns for custom order items.  
 Contractor to unload all items that exceed 15,000 pounds.  
 Subject to all applicable taxes. Contractor to supply Tax Exempt certificate prior to any product shipment.  
 Prices valid for 30 days from bid date.  
 Quantities indicated are estimates only. Contractor to confirm size and quantities.

CONTRACT: This proposal when signed by the seller and buyer constitutes a binding contract and is made for acceptance within 30 days from the date hereof unless used for bidding purposes, in which case it is for acceptance within 30 days of the awarding of the contract. No other contract will be signed unless this quotation and it's terms and conditions are made a part thereof.

County Materials Corporation (CMC) does not guarantee the accuracy of shop drawings or information incorporated into shop drawings. CMC requires customer signature on all shop drawings prior to manufacturing. Upon customer approval of shop drawings, CMC is released from all responsibility for shop drawing errors and/or manufacturing corrections as a result of approved shop drawings. Customer is responsible for all expenses caused by shop drawing inaccuracy including, but not limited to, product replacement. Approval of shop drawings conveys acceptance of the terms, conditions and responsibilities noted herein.

All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

**Subject to Attached Terms and Conditions**

**Seller:** County Materials Corporation CMC

**Buyer:** \_\_\_\_\_

Carlos Villarreal / Location Manager

\_\_\_\_\_

Print Name and Title of Authorized CMC Rep.

Print Name and Title of Authorized Buyers Rep.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature by Buyer acknowledges acceptance of terms and conditions attached

**Specify whether project is taxable: \_\_\_\_ Exempt: \_\_\_\_ . Exempt form must be submitted.**

**PIPE DIVISION**  
**TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT**

1. **CONTRACT TERMS:** The terms and conditions stated herein, shall constitute the complete and exclusive statement of the terms hereof, shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. If this is a quotation, it shall become an order upon the acceptance of the Buyer, and shall not become binding on the Seller unless and until an acknowledgment, accepting the order, has been mailed to the Buyer by the Seller, at which time the contract formed by such acceptance subsequent to this quotation (or acknowledgment, whichever is applicable) purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing which makes reference to this quotation (or acknowledgment, whichever is applicable), and which has been signed by the party against whom enforcement of such modification or addition is sought. For the purpose of determining the law applicable to this agreement, the agreement shall be deemed to have been executed and performed in the State of Wisconsin.
2. **CREDIT:** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with the owner, or any other party, and with no right of retention. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made, and in the event Buyer fails to make such payment within fifteen (15) days after such demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all damages resulting from such failure to pay.
3. **INTEREST AND COSTS:** Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate, and Buyer shall pay such interest upon demand, together with reasonable costs of collection (including attorneys' fees and disbursements) incurred after default in payment of the price or interest due thereon whether or not a lawsuit is commenced.
4. **TAXES:** Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the products are not included in the price except as otherwise specified herein. All such taxes are the sole responsibility of the Buyer.
5. **CHANGE ORDERS:** Change orders after receipt of Purchaser's order may necessitate rescheduling estimated delivery date(s) for Purchaser's order. Change orders may result in additional charges for time, labor and materials costs which shall increase the Purchaser's contractual price stated in the Sales Contract/Quotation. Purchaser agrees to bear any additional costs arising out of or resulting from any change order made by Purchaser under the terms and conditions of this contract.
6. **CANCELLATION OF ORDER:** Purchaser shall be responsible for damages to Seller resulting from cancellation by Purchaser of Purchaser's order, including incidental and consequential damages. Seller shall be entitled to all damages incurred in connection with this order, including, without limitation, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
7. **DELIVERY TERMS:** All scheduled delivery dates are approximate and subject to delays caused by civil insurrection, war, fire, strike or other labor disturbances, acts of God, shortages of materials or event beyond Seller's reasonable control, none of which factors or events shall give rise to any liability on the part of Seller, but shall extend the delivery date for a period equivalent to the time lost by reason of all such factors or events. Seller is not liable for any damage resulting from delivery of product on private property or when required to deliver inside the curb line.
8. **FREIGHT ALLOWANCE:** Whether product is delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Purchaser will pay such increase as part of the purchase price together with any additional costs arising out of delivery.
9. **FREIGHT DAMAGE:** For product delivered by common carrier. Purchaser accepts risk of loss upon deliver of the product by Seller to the common carrier, and Purchaser's sole remedy shall be against the common carrier for any loss or damage to the product resulting from shipment. For product delivered by Seller or any of its affiliates, Purchaser shall have the remedy set forth in the "Limited Warranty and Remedy" section hereof, provided Purchaser provides written notice of damage within seven (7) days of the time the product is delivered to destination.
10. **CANCELLATION:** In the event the order is cancelled by Purchaser prior to delivery, or Purchaser otherwise defaults hereunder, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, and incidental and consequential damages.
12. **DESIGN AND INSTALLATION OF PRODUCTS:** Seller shall have no responsibility for the design of the products, or the installation of the products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the products are not properly designed or installed.
13. **BACK CHARGES/DAMAGES:** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless authorized in writing by Seller prior to these charges being incurred.
14. **LIMITED WARRANTY AND REMEDY:** Product manufactured and provided by Seller hereunder is subject to a limited warranty for thirty (30) days and further warrants that the products conform, or exceed, subject to reasonable variance in accordance with normal industry practice, with the applicable ASTM Standard/Specifications. Any defects in the product caused by the workmanship of Seller will be repaired or replaced by Seller, as determined by Seller in its sole discretion at no cost to Purchaser, if Purchaser provides written notice to Seller within seven (7) days of discovery of such defect. If Purchaser fails to provide timely written notice of defect within the warranty period, Purchaser shall be barred from the remedy as allowed herein. Costs of return or redelivery of defective product, labor, removal and reinstallation charges are not included in the remedy and shall be borne by Purchaser. The foregoing remedy is Purchaser's sole and exclusive remedy in connection with the product and is expressly made in substitution of any and all remedies provided at law or in equity, including under the uniform commercial code as enacted in Wisconsin or elsewhere. Under no circumstances shall Seller be liable for liquidated, special, indirect, or consequential damages of any nature whatsoever. Further, the foregoing limited warranty and sole remedy run only in favor of the original Purchaser and may not be assigned or otherwise transferred. The above warranty assumes proper use, handling, and maintenance of product. A defect in product arising from improper use, handling, or maintenance of the product shall not be the responsibility of Seller and shall void the foregoing warranty and remedy. Except as set forth herein, no other warranty (whether express, implied, or statutory) is made by Seller. THE EXPRESS WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER SUCH WARRANTIES OR GUARANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER. NO PERSON OR PERSONS HAVE AUTHORITY TO MAKE ANY ADDITIONAL REPRESENTATIONS OR PROMISES ON BEHALF OF SELLER OR TO MODIFY THE TERMS OR LIMITATION OF THE ABOVE WRITTEN LIMITED WARRANTY.
15. **CHOICE OF LAW FORUM:** Any action arising out of or related to the transactions contemplated by this Sales Contract/Quotation shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Marathon County Circuit Court located in Wausau, Wisconsin, without a jury and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.
16. **SEVERABILITY AND WAIVER:** If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.
17. **CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this agreement.
18. **FAILURE BY SELLER:** If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the materials without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Purchaser (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Purchaser may elect to terminate Purchaser's continuing obligations under this agreement. If Purchaser elects to terminate the Purchaser's obligations hereunder, Purchaser shall be entitled to the return of all deposit money paid to Seller in connection with this agreement. Termination of the agreement and return of deposit money are intended to be Purchaser's sole and exclusive remedy in the event of a failure to comply or abandonment by Seller.
19. **SIGNATURE:** Either party may evidence execution of this agreement by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This agreement further may be signed in counterparts, each of which shall be part of this agreement.
20. **INSPECTION AND TESTING:** All charges for inspections or tests not regularly furnished by the Seller are for the Buyer's account, and subject to prior agreement as to the nature, extent, and charges for such inspections or tests.
21. **SHIPMENT:** Seller shall ship the products as noted on the face hereof, with freight allowed. The construction and maintenance of access roads shall be done by Buyer for his account. Access roads to the jobsite shall be constructed in such a manner as to allow trucks to move freely under their own power and only to the nearest accessible point on the project site, without risk of damage to products, equipment and trucks. Seller shall have the right to charge the Buyer the sum of \$90.00 per hour of unloading time in excess of one hour, and Buyer shall pay such charge upon demand.
22. **DELAYS:** Seller shall be reimbursed by Buyer for all expenses incurred by Seller which arise out of delays caused by the Buyer, including but not limited to the failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc.
23. **TITLE:** Title to the products, and all risks of loss, shortage, damage, destruction, delay, etc., shall pass to the Buyer upon delivery to the carrier, but title and such risks with respect to products delivered by trucks owned or leased by the Seller shall not pass until delivery to the Buyer, which shall occur at the time such trucks reach the point described in Paragraph 21 hereof, or at such other point as may be designated by the Buyer.
24. **CLAIMS FOR LOSS ETC.:** All claims for damage, shortage, etc. to products delivered by trucks owned or leased by the Seller shall be made at the time such products are unloaded, and no such claim shall be allowed unless a notation of damage, shortage, etc. is made on the delivery receipt for the products to which such claim applies. All claims for damage, shortage, etc. to products not delivered by trucks owned or leased by the Seller shall be made solely against the carrier. In no event shall the Buyer's rights against the Seller for damage, shortage, etc. exceed its rights for breach of warranty as set forth herein.
25. **INDEMNITY:** The Buyer shall save and hold the Seller harmless from all losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees of whatever nature and however arising or incurred because of or incident to the products after the passing of title to the Buyer, or the use, possession, operation, maintenance, storage, or handling or the alleged use, possession, operation, maintenance, storage, or handling thereof after such time.
26. **RETURNS:** No product shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Purchaser shall return the product in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned product. Special orders are non-returnable.
27. **ACTIONS:** No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.
28. **CAUTION:** Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

**RESOLUTION 2017-20**

CITY OF AFTON  
WASHINGTON COUNTY, MINNESOTA

**A RESOLUTION AUTHORIZING SIGNING PLANS FOR WASHINGTON COUNTY'S  
AFTON-LAKELAND TRAIL REPAVING PROJECT**

- WHEREAS,** Washington County has prepared construction plans for the Afton-Lakeland Trail Repaving Project. The project involves milling and overlaying the surface along with bridge railing replacement at the Bridge in Afton over Valley Creek; and
- WHEREAS,** the City Council has approved an Agreement with Washington County for the Afton-Lakeland Trail Repaving Project.; and
- WHEREAS,** the City Engineer, WSB and Associates, has reviewed and approved the construction plans for the Afton-Lakeland Trail Repaving Project.; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Afton:

1. Approves the plans for the Afton-Lakeland Trail repaving project.
2. Authorizes and directs the City Engineer to sign the construction plans on behalf of the City.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF AFTON THIS 21ST DAY OF MARCH 2017.**

**SIGNED:**

\_\_\_\_\_  
Richard Bend, Mayor

**ATTEST:**

\_\_\_\_\_  
Ronald J. Moore, City Administrator

Motion by:  
Second by:  
Palmquist:  
Richter:  
Ross:  
Nelson:  
Bend:

<p><b>City of Afton</b>  <b>3033 St. Croix Trl, P.O. Box 219</b>  <b>Afton, MN 55001</b></p>
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# Meeting Date Mar. 21, 2017

## Council Action Memo

To: Mayor Bend and Members of the City Council  
 From: Ron Moorse, City Administrator  
 Date: March 14, 2017  
 Re: Culvert Replacements for the 2017 Street Improvements Project - **Supplemental**

### Cost of Culverts

A fourth price quote was received for providing culverts. The following is the list of price quotes with the additional price quote listed first. The fourth price quote is substantially lower than the other quotes. Subject to ensuring the culverts meet all required specifications, staff recommends approval of the price quote from TrueNorth Steel in the amount of \$36,275.42, and the price quote from Team Oil, Inc. in the amount of \$2,000 for erosion control blanket and seed for all culvert replacements.

**TrueNorth Steel: \$36,275.42**

Team Oil Inc.: \$58,572.00 plus \$2,000.00 for erosion control blanket and seed for all culverts

All Steel Products: \$63,960.00

Conteches: \$65,851.25

### Cost of Culvert Removal and Installation

Staff has obtained a price quote from Miller Excavating for the removal of existing culverts and installation of new culverts as indicated below. The low price quote is from TriCounty in the amount of \$98,400.00.

Miller excavating: \$99,498.85

TriCounty: \$98,400.00

Executive Contractors, Inc.: \$104,648.78

Staff recommends approval of the price quote from TriCounty in the amount of \$98,400.00.