

# **STREET COMMISSION**

**August 5, 2024 8:30 am**

## **MEETING AGENDA**

- 1) Call to Order and Roll Call:
- 2) Public Comments:
- 3) Changes or Additions to Agenda:
- 4) Approval:
  - 1) Minutes from 4-2-2024
- 5) General Business:
  - a) 2024 crack-fill project
  - b) Food Shelf discuss parking on Milligan Avenue by the Mittle Schule
  - c) November Meeting
- 6) Old Business:
  - a) Street Project Update
- 7) Other Business:
- 8) The Next Meeting Date: September 3, 2024
- 9) Adjourn:

**Street Commission**

4) 1)

**Meeting Date:** 08/05/2024

**ITEM TITLE:** Minutes from 4-2-2024

**DEPARTMENT:** Administration

**REQUESTED BY:**

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**PURPOSE:**

**ITEM SUMMARY:**

Review minutes from 4-2-2024 meeting

**ACTION REQUIRED:**

Approve minutes from 4-2-2024 meeting

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**Attachments**

Minutes from 4-2-2024 Meeting

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# DRAFT



## **Street Commissioners:**

Jay Jewson, Commissioner  
Jim Mathias, Commissioner  
Jeff Sulla, Commissioner & Council Representative  
Norm Tentis, Commissioner  
Brad Thimmesch, Commissioner

## **Staff:**

Tony Johnson, Public Works Director  
Riley Costello, Assistant Public Works Director  
Lisa Springer, Office Manager

## **STREET COMMISSION MINUTES**

**Present:** Brad Thimmesch, Commissioner; Norm Tentis, Commissioner; Jim Mathias, Commissioner; Jeff Sulla, Commissioner

**Absent:** Jay Jewson, Commissioner

**Also Present:** Tony Johnson, Public Works Director  
Riley Costello, Assistant Public Works Director  
Lisa Springer, Office Manager

### **1. Call to Order and Roll Call:**

Street Commission meeting was called to order at 8:30 am by Tony Johnson, Public Works Director.

### **2. Public Comments:**

There was no public comment.

### **3. Changes or Additions to Agenda:**

There were no changes or additions to the agenda.

### **4. Approval:**

#### **a. Minutes from 2-6-2024**

Moved by Commissioner Jim Mathias, seconded by Commissioner Jeff Sulla to approve the minutes as drafted.

AYE: Commissioner Brad Thimmesch, Commissioner Jeff Sulla, Commissioner Jim Mathias, Commissioner Norm Tentis  
Other: Commissioner Jay Jewson (ABSENT)  
Adopted - Unanimously

5. General Business:

a. Seasonal summer PW Positions

There were several applicants for the 3-month & 6-month seasonal public works positions. The positions are now filled for the season. No motion, information only.

b. 2024 Mill & Overlay project

The 2024 Mill & Overlay project will cover Market Street to Broadway and a portion of Franklin & Jefferson. There is \$200,000 that was put in the CIP, \$100,000 for 2024, and \$100,000 from 2023 that will be combined with the assessment funds from the 2019 & 2017 Mill and Overlay projects. There will be a 20% assessment passed onto property owners. Motion to approve the Mill & Overlay Project and present it to the City Council for final approval.

Moved by Commissioner Brad Thimmesch, seconded by Commissioner Norm Tentis

AYE: Commissioner Brad Thimmesch, Commissioner Jeff Sulla, Commissioner Jim Mathias, Commissioner Norm Tentis  
Other: Commissioner Jay Jewson (ABSENT)  
Adopted - Unanimously

c. Eagles Basin PUD

Approve the PUD and make the recommendation for no parking in the private hammerhead turnaround to allow enough passing room for emergency vehicles to safely access and exit and that the private driveway meets the minimum requirements for width to accommodate parking on both sides.

Moved by Commissioner Brad Thimmesch, seconded by Commissioner Jim Mathias

AYE: Commissioner Brad Thimmesch, Commissioner Jeff Sulla, Commissioner Jim Mathias, Commissioner Norm Tentis  
Other: Commissioner Jay Jewson (ABSENT)  
Adopted - Unanimously

6. Old Business:

a. Street Project Update



Street Project work will begin at the end of March on Bridge Ave starting with removing the surface. Residents on 3rd Street will have to use the campground road to get through that area. Staff will be communicating with Campground renters about the increased traffic in that area. The alleyway behind the old transfer building will have some pipes removed that Xcel Energy will be responsible for removing. The Community Gardens on Bridge Ave will be closed for the season since there will be no sidewalk or street access. Public Works will take a year to do organic fertilization and re-open it next year.

No motion, information only.

7. Other Business:

There was no other business to discuss.

8. Adjourn:

With no further business to discuss, the meeting was adjourned at 9:01 am.

Moved by Commissioner Brad Thimmesch, seconded by Commissioner Jim Mathias

AYE: Commissioner Brad Thimmesch, Commissioner Jeff Sulla, Commissioner Jim Mathias, Commissioner Norm Tentis

Other: Commissioner Jay Jewson (ABSENT)

Adopted - Unanimously

**Street Commission****5) a)****Meeting Date:** 08/05/2024**ITEM TITLE:** 2024 crack-fill project**DEPARTMENT:** Public Works**REQUESTED BY:** Public Works

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**PURPOSE:**

Discuss the plan for 2024 crack-filling project.

**ITEM SUMMARY:**

This crack-sealing project will clean up a few odd sections that were not completed earlier due to budget limitations, and also clean up a couple of bike paths which will need surface sealing, hopefully next year. Our public Works crew has sprayed the weeds and will remove them ahead of the crack-filling so we can save some \$\$\$. As you can see with price increases our coverage compared to cost is dwindling like everything else. There is a big need to make the case that we need more maintenance money added to our budget. We have chip sealing projects coming hopefully next year that we need to start. All the new streets that were completed in 2013 are overdue, Mill & Overlay projects from 2017 & 2019 are getting overdue, bike paths are overdue, and parking lots need maintenance. On another note, we are investigating another form of surface sealing called micro-surfacing. Roughly the same price but may last longer with a better surface finish than loose rock. There are quite a few cities that use this method. Both surface sealing methods range from \$2.50-\$3.50 per square yard. \$3,400 per block on an average street 340 ft long x 30 ft wide.

**STAFF RECOMMENDATION:**

Fahrner Asphalt sealers have been doing work in Wabasha for 20+ years. Their price has always been competitive, and their quality of work is 2nd to none. They are the same company that does work for Wabasha County, and MNDOT. They work well for us because they are always traveling from Wisconsin to Minnesota across the bridge, and it's convenient for both of us to have them do our street maintenance. We recommend that they complete our work.

**ACTION REQUIRED:**

Motion to approve the quote as presented to be completed in 2024.

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**Attachments**

maps

Quote

bike path pic

micro-surfacing method

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2nd St W ( walnut Ave to Pembroke Ave)

Franklin Ave (2nd to main)

Main St E (Franklin to Pembroke Ave)

Jefferson

Bailey Ave (4th Grate to Hiawatha)

8th St (pierce to Broadway)

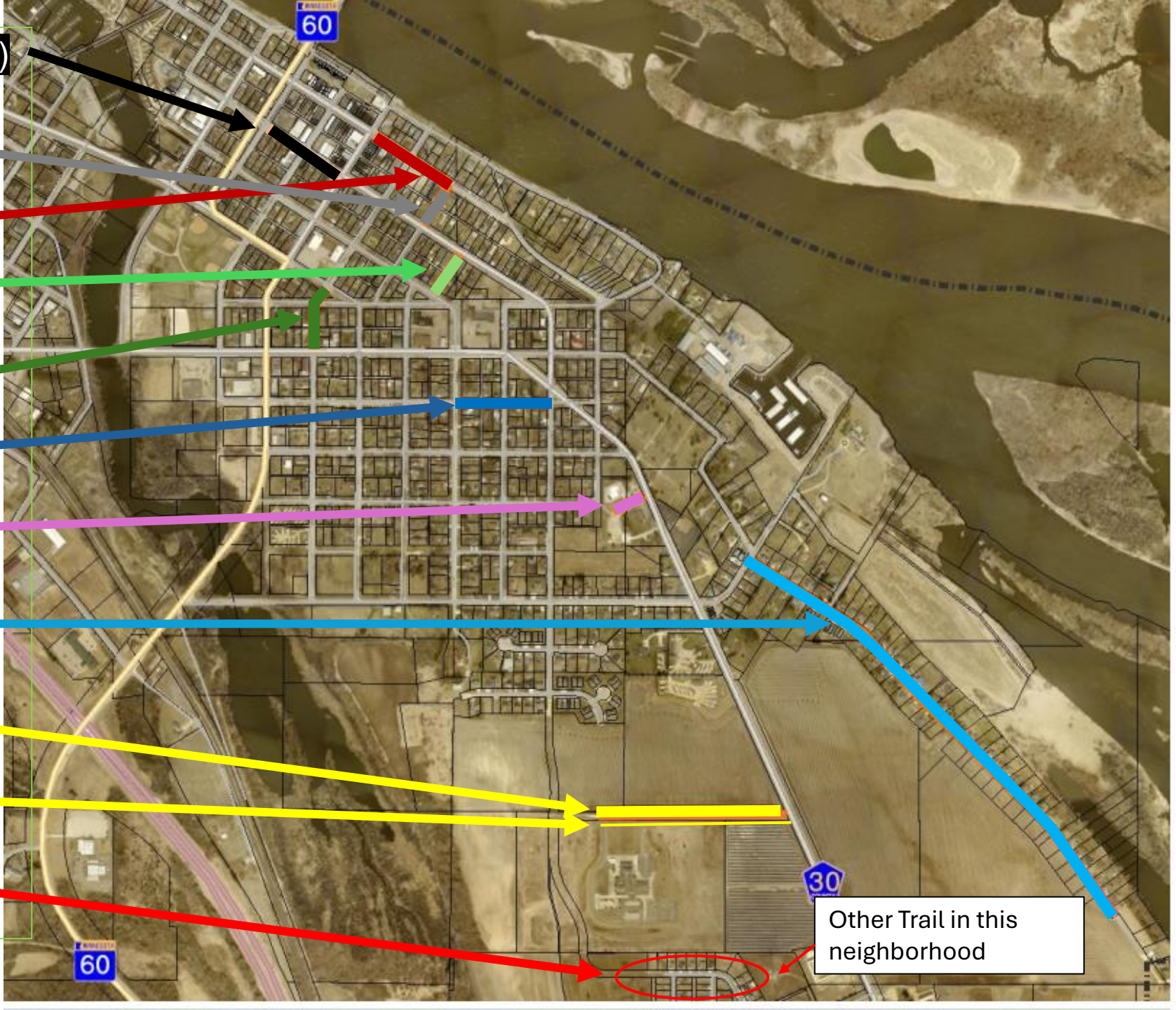
City Hall Parking Lot

4th St E/River Dr S (Angelique to DE)

Trail (Justice Center)

17th St E

Trail (Eagle Basin Sub)



Other Trail in this neighborhood

# PROPOSAL / CONTRACT

Job. No. \_\_\_\_\_



Date: July 25, 2024

## CORPORATE OFFICE

2800 Mecca Drive • Plover, WI 54467  
phone 715.341.2868 • toll-free 800.332.3360  
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914  
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703  
phone 715.874.6070 • fax 715.874.6717

*Pavement Maintenance Contractors*

*EOE, including disability / vets*

914 Commercial Court • Onalaska, WI 54650  
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597  
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935  
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601  
phone 989.752.9200 • fax 989.752.9205

Contact Name: Tony Johnson

Contract Price

**\$29,394.00**

PURCHASER: CITY OF WABASHA

TELEPHONE:

**(651) 565-3404**

ADDRESS: PO BOX 268

DESCRIPTION OF PROPERTY:

WABASHA, MN 55981

2024 Crackfill

Multiple Locations

Wabasha, MN 55981

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

- Trail (Justice Center) = \$3,975
- 17th St E = \$2,275
- Trail (Eagle Basin Sub) = \$4,820
- Franklin Ave (2nd to main) = \$1,116
- Main St E (Franklin to Pembroke Ave) = \$2,800
- Jefferson Ave = \$1,190
- Bailey Ave (4th Grate to Hiawatha) = \$2,275
- 8th St (pierce to Broadway) = \$1,319
- City Hall Parking Lot = \$1,925
- 4th St E/River Dr S (Angelique to DE) = \$4,287
- 2nd St W (walnut Ave to Pembroke Ave) = \$3,412

\*\*\*This Pricing does NOT reflect cleaning or removing weeds. Weeds will need to be sprayed and scraped before the crews arrival

## Specifications:

Rout out cracks to a 3/4 x 3/4 ratio width versus depth. Blow out and clean cracks with compressed air and heat lance. Seal cracks with a rubberized asphalt crack sealant. Crackfilling does not include alligatored areas.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 15 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$29,394.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC:763-482-9640  
lucas.chapman@fahrnerasphalt.com

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

Lucas Chapman

(PRINT OR TYPE NAME)

By:

(CONTRACTOR REPRESENTATIVE)

By:

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: July 25, 2024

Date of acceptance: \_\_\_\_\_



# TERMS AND CONDITIONS

## NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

## ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

## EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

## PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

**When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

## INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

## WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

**All warranties are void if payment is not made as stipulated.**

## DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

## INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

## PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

## BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

## ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.















**Street Commission**

5) b)

**Meeting Date:** 08/05/2024**ITEM TITLE:** Food Shelf discuss parking on Milligan Avenue by the Mittle Schule**DEPARTMENT:** Public Works**REQUESTED BY:** Wabasha Food Shelf

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**PURPOSE:**

Food Shelf personnel will discuss their ideas for future parking at the Mittle Schule inc.

**ITEM SUMMARY:**

We have received some emails asking about parking on Milligan Avenue, and possibly changing the "no parking" on the West side of the street to "two hour parking" so people can stop and pick up supplies at the future food shelf. The street is only 30 feet wide, and across from the handicap spaces, which are usually the medium-sized buses that stop and go throughout the day. This has been posted for 21+ years and has worked well. I believe there will be traffic safety concerns if this is changed due to the amount of traffic on this section of street, and the medium-sized buses parked in the handicap parking spaces.

**STAFF RECOMMENDATION:**

Staff recommends using alternate parking lots to access the food shelf instead of changing the street parking.

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**Attachments**

pic 1

pic 2

maps

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Milligan Ave





Willigan Ave





#### Legend

-  City Limits
-  Parcels (02/26/24)

#### Map Name



#### Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Wabasha is not responsible for any inaccuracies herein contained.

0 66 Feet

**Street Commission**

**5) c)**

**Meeting Date:** 08/05/2024

**ITEM TITLE:** November Meeting

**DEPARTMENT:** Administration

**REQUESTED BY:**

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**PURPOSE:**

**ITEM SUMMARY:**

Election Day is Tuesday, November 5th, which would be our regular monthly meeting date and need to reschedule it.

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**Street Commission**

**6) a)**

**Meeting Date:** 08/05/2024

**ITEM TITLE:** Street Project Update

**DEPARTMENT:** Administration

**REQUESTED BY:**

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**PURPOSE:**

**ITEM SUMMARY:**

An update on the progress of the street project will be given. Information only.

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