



Special Committee of the Whole Meeting Agenda

Tuesday, March 04, 2025 at 6:30 PM

Columbus City Hall – 105 N. Dickason Boulevard

Roll Call

Notice of Open Meeting

Approval of Agenda

Public Comment

New Business

1. Discussion of Memorandum of Agreement (MOA) between the City of Columbus and the Wisconsin Department of Transportation Regarding Changes in Access to STH 73 in the City of Columbus between Avalon Road and Tower Drive.
2. Discussion regarding bids received for Brookside Lane street construction.
3. Discussion regarding bids received for Fireman's Park stormwater project.
4. Discussion of internet segregation for Cablecast broadcast units.
5. Discussion of Res. 5-25: A Resolution supporting the submission of a Community Development Investment (CDI) Grant Application by the Historic Tremont, LLC to the Wisconsin Economic Development Corporation (WEDC) for a Downtown Columbus Revitalization Project.

Adjourn

*A quorum of city committees and/or commissions may be present at this meeting. No action will be taken or considered by those committees and/or commissions.



Agenda Item Report

Meeting Type: Common Council Meeting

Meeting Date: March 4, 2025

Item Title: Memorandum of Agreement (MOA) between the City of Columbus and the Wisconsin Department of Transportation Regarding Changes in Access to STH 73 in the City of Columbus between Avalon Road and Tower Drive.

Submitted By: Michael Kornmann, Director of Community and Economic Development

Detailed Description of Subject Matter: The Department of Transportation has expressed concern regarding the spacing of O'Brien Court between Faith Drive and Avalon Road. The crash rate currently for this section of highway is about one-third of the state average. And given the low traffic volumes on Faith Drive, City staff is not concerned about traffic or safety issues. The DOT is requesting the MOA in the rare case that the crash rate meets or exceeds the state-wide average. In the case of an elevated crash rate, then DOT would require a study to determine potential solutions. Outside of Cardinal Heights, there will be no more development in the "access corridor" between Faith and Avalon, so the likely need for a study is very low.

List all Supporting Documentation Attached:

- Memorandum of Agreement

Action Requested of Council: Approve MOA between the City of Columbus and the Wisconsin DOT regarding changes in access to STH 73 between Avalon Road and Tower Drive.

MEMORANDUM OF AGREEMENT
between the City of Columbus and the Wisconsin Department of Transportation Regarding
Changes in Access to STH 73 in the City of Columbus between Avalon Road and Tower
Drive

This Memorandum of Agreement (MOA) is entered into by and between the City of Columbus (City) and the Wisconsin Department of Transportation (the Department), each a party, together the parties, to facilitate a change in access on State Trunk Highway (STH) 73 between Avalon Road and Tower Drive also defined as the (Access Area), as shown in **Exhibit A**. This MOA is entered into under Wis. Stat. §§ 66.0301, 84.01, 84.09, and 86.07.

WHEREAS, the Department manages access along state highways and is required to manage access as directed by state law; and

WHEREAS, the City has a 2040 Comprehensive Plan, which outlines current and future land uses shown in **Exhibit B** and **Exhibit C**; and

WHEREAS, the section of STH 73 within the City extending southwest to Heritage Way is connecting highway as of 2025. The City is the permitting authority for connection to the Access Area; and

WHEREAS, the Highland Ridge subdivision plat (2005) displays the Department's access control to STH 73 shown in **Exhibit D**; and

WHEREAS, Lot 46 of the Highland Ridge subdivision plat is being replatted as subdivision plat Cardinal Heights. Subdivision plats are reviewed by the Department and follow the Department's guidelines per Trans 233; and

WHEREAS, the City desires changes to the current access to provide for additional and continued development adjacent to the Access Area; and

WHEREAS, in analyzing and allowing any access to a state highway, the Department must comply with its obligations to protect the safety of the travelling public and to protect the investment of the State of Wisconsin in its highways; and

WHEREAS, the Department must determine an access change is in the public interest regarding support of economic development and continued management of access resulting in safe and operational highways; and

WHEREAS, an MOA between the City and the Department establishes requirements, commitments, and agreements for the requested street connection; and

WHEREAS, any change in access requires the City to follow applicable state procedures.

NOW THEREFORE, the parties acknowledge, understand, and agree to the following:

1. Introduction

- a. The above recitals are incorporated and made part of this MOA.

2. Street Connection

- a. The City and the Department agree that certain changes to highway access are beneficial for orderly land development. The Department is concerned with protecting the safety of the traveling public and the investment in its highways. The City and the Department agree to cooperate toward a long-term goal of controlling public roadway access points along STH 73.
- b. The Department has concerns that the planned STH 73 connection of O'Brien Court does not meet minimum spacing required to add improvements, such as turn lanes, if crash issues are identified.
- c. The Department reserves the right to conduct a traffic safety study at the City's expense and by a qualified engineering firm chosen by the Department, periodic traffic safety studies of any of the City's access points in the Access Area no more frequently than every two years to determine impacts of the O'Brien Court construction and the resulting impacts and remediation measures only if it is found that:
- i. Crash rates associated with any access point along STH 73 between Avalon Road and Tower Drive approaches or meets average statewide crash rates for this type of roadway facility. Crash rates are determined based on several factors including roadway length, number of years in study period, daily traffic volumes, and total number of crashes during study period. The specific equation used to calculate crash rates can be found in the yearly statewide average crash rates. Based on Statewide average crash rates in 2022, average total crash rate is 288.41 for 2-lane highways with a speed limit below 40 mph. For STH 73 from USH 151 to Faith Drive, the average crash rate is 106.646 for 2022.
- d. In addition, the existing driveway connection from the property 1400 Park Ave to STH 73 will be relocated to the proposed O'Brien Court.
- e. No additional street connections directly to STH 73 will be allowed on the north or south side of STH 73 between Avalon Road and Tower Drive.

3. Costs

- a. City shall be responsible for the following costs:
- i. All costs associated with preparing documents required to be submitted for any access change/addition/removal.
- ii. All costs associated with any right-of-way required for the construction of the requested street connection, including those associated with a dedication of lands for the same.
- iii. All costs associated with the construction of all required improvements within the Access Area along STH 73 relating to the street connection and the agreed upon improvements from the studies, including those required to preserve safe and efficient travel along STH 73.
- b. Nothing in this MOA referencing or resulting in costs that could or will be incurred by the City is intended to limit the City's ability to pass those costs on to Developer, or other landowners or developers through development agreements, land divisions, improvements, zoning approvals, special assessment proceedings, impact fees, or other legal means.

4. City Responsibilities

- a. The City/developer shall construct O'Brien Court as depicted in the Cardinal Heights Plat, attached in, and complete the connection of O'Brien Court to STH 73.

- b. The City shall obtain all necessary permits to construct the Cardinal Heights Subdivision and O'Brien Court connection.
 - c. The City shall provide the Department with a plan set for review that conforms to state specifications prior to approval to work within State right-of-way.
 - d. The City shall provide oversight of construction.
 - e. The Access Area is within connecting highway limits, so the City would be responsible to follow the existing Maintenance Agreement between the City and the Department.
 - f. Preparation and execution of a State Municipal Agreement (SMA) with the city at the time improvements are identified to account for all costs associated with this MOA.
 - g. Any changes to the subdivisions plat will need to be reviewed by the Department per Trans 233.
5. Additional Provisions
- a. Parties agree that additional improvements and agreements may be necessary based on further development in the Access Area. The parties will cooperatively review any proposed development and associated traffic generating potential.
 - b. No provision in this MOA obligates expenditures by the Department. The Department shall not be responsible for any costs associated with application for, and design, and construction of highway improvements required by State or City to facilitate the expected development discussed within this MOA regarding the Access Area.
 - c. All construction within the Access Area shall conform to requirements set forth by the City. No construction shall commence prior to issuance of required permits.
 - d. This MOA is limited to the subject matter contained in this MOA and shall not, without written amendment approved by signature of each party to this MOA, be altered or expanded. This MOA may be amended only by written agreement under signature of each party to this MOA.
 - e. If within three (3) years from the date this MOA is signed by the parties, the Access Area does not develop as expected, or the City fails to construct Street Connection, this MOA shall be null and void.
 - f. City agrees to coordinate with the Department on future land divisions and developments within the Access Area, and outside the Access Area to the west between Avalon Road and Heritage Way.
6. Enforcement
- a. The provisions of this MOA are intended to be enforceable between the parties. In the event of a dispute between the parties, they shall meet and attempt to resolve the dispute informally. In the event any access is created in violation of the terms of this MOA or in violation of access previously established or acquired by the Department, the Department may close said access created in violation. The City shall indemnify the Department for all costs associated with the identification and correction of access changes that violate the provisions of this MOA.
 - b. Costs of the Department may be set off against any amounts owned by the Department to the City for any purpose.
 - c. This MOA may be recorded by the Department. Nothing in this MOA shall limit the statutory obligations and privileges of the Department.
 - d. This MOA is effective on the date signed by the last signing party to the MOA. This MOA may be executed in original counterparts, each counterpart deemed a valid original signature.

- e. This MOA shall be interpreted pursuant to the laws of the State of Wisconsin.
 - f. This MOA does not establish appeal rights, nor shall any accrue, under Wis. Stats. § 84.09 or any other provision of Wisconsin law.
 - g. In the event the city or Developer fails to adhere to the terms of the highway connection permit or the work on right of way permit associated with this MOA, or Developer fails to meet the terms of the City/Developer development agreement, the Department may terminate this MOA upon sixty days (60) notice. In the event the city or Developer fails to cure the defect/breach within sixty (60) days, the Department may revoke any permissions associated with this MOA as granted by the Department. The Department may require any work performed prior to such termination to be removed at the cost of City. The Department may perform such removal at its discretion and may set off the costs of the same to City from any amounts owned to City by Department.
 - h. Each party to this MOA shall be liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. City agrees that Department is not liable for any acts, omissions, statements, alternatives, or proposals of City for that portion of the Access Area within the City. City expressly agrees to hold the Department harmless from any and all suits, causes of actions, or harm that could possibly be said to have arisen from the work of City, as well as for property damage and bodily injury caused by negligence in that portion of the Access Area in the City. City further represents that it has the type of insurance coverage, in an adequate amount, to so hold harmless and indemnify Department in case of an occurrence, including libel and slander, and other arguably intentional acts, as well as negligence.
 - i. City and Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOA. Each Party fully retains all immunities and defenses provided by law with respect to any action based on or occurring because of this MOA.
 - j. City is responsible for ensuring developer assumes liability for all costs, expenses, and damages it causes.
7. No Third-Party Beneficiary Rights:
The parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this MOA shall not be construed to create such status. This MOA shall not be construed to create a partnership between the Department and City. The rights, duties, and obligations contained in this MOA shall operate only between the parties to this MOA and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.
8. Severability:
If any provision of this MOA is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this MOA shall remain operative and binding on the Parties.
9. Points of Contact:
- a. WisDOT, DTSD SW Region Planning Section
2101 Wright Street
Madison, WI 53704
 - b. City of Columbus, City Administrator
105 N. Dickason Boulevard
Columbus, WI 53925

In Witness **WHEREOF**, the parties agree as provided by the following signatures.

Joe Hammer
City of Columbus, Mayor

Date

Resolution of Approval of MOA by City approved on _____ attached hereto for reference.
Date

Susan Caine
City of Columbus, City Clerk

Date

Michelle Ellias
SW Region – Systems Planning, Chief
WisDOT – Div. of Transportation System Development

Date

Exhibit A – Access Area

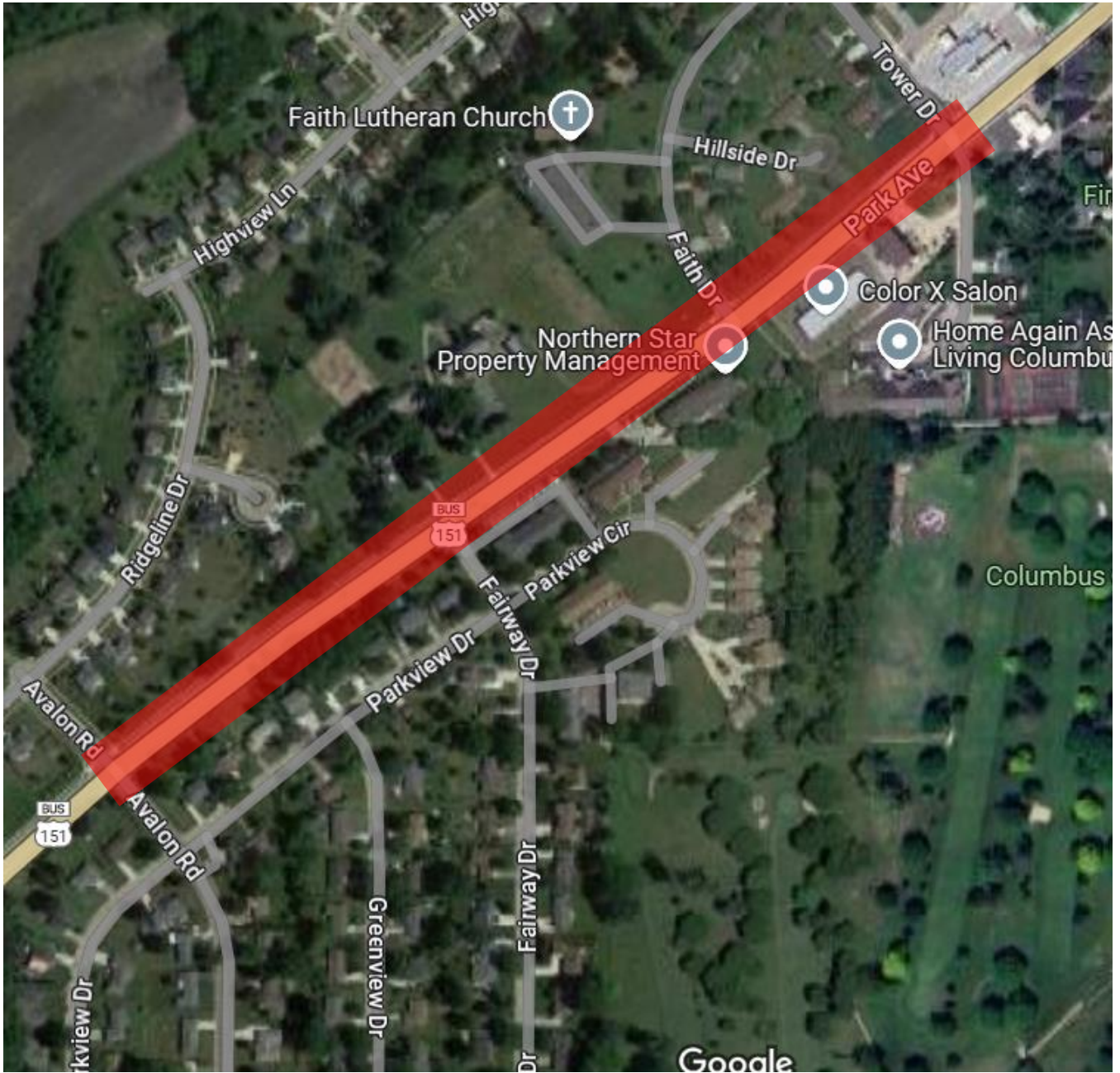


Exhibit B – Existing Land Uses

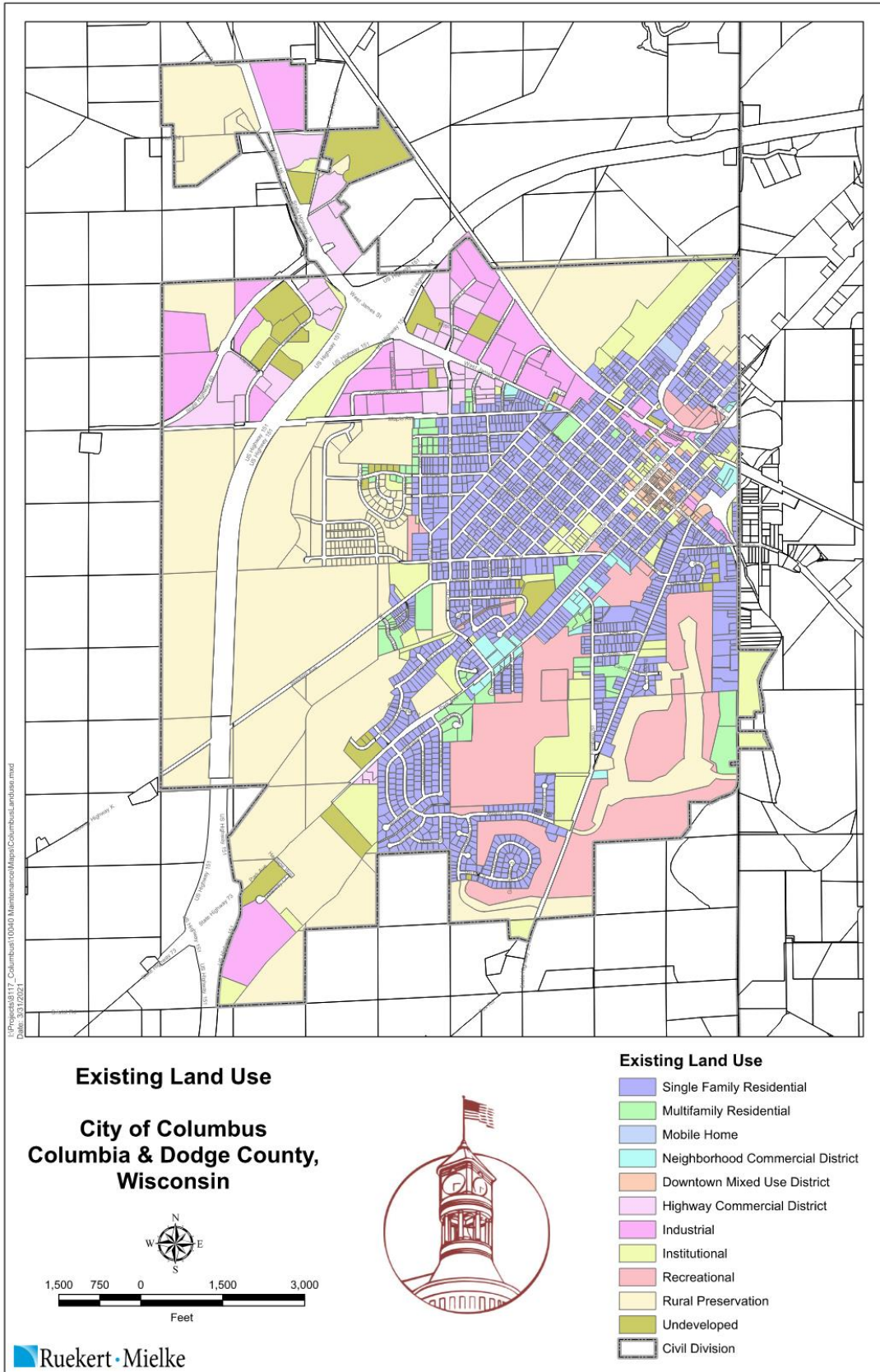
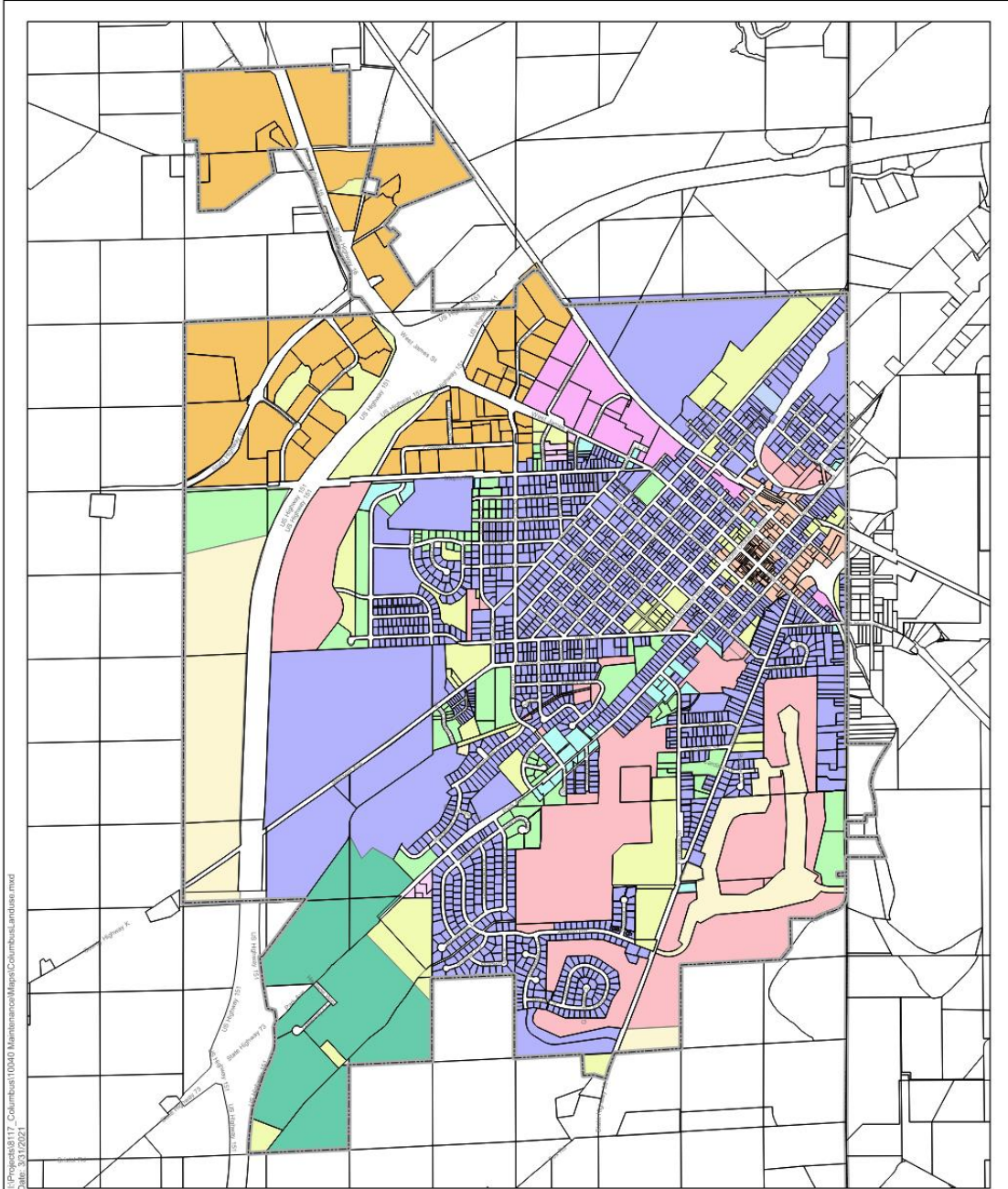


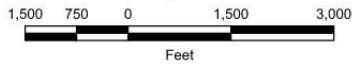
Exhibit C – Future Land Uses



I:\Projects\117_Columbus\10040_References\Map\Columbus_LandUse.mxd
 Date: 3/31/2021

Future Land Use

**City of Columbus
Columbia & Dodge County,
Wisconsin**



Future Land Use

- Single Family Residential
- Multifamily Residential
- Mobile Home
- Neighborhood Commercial District
- Downtown Mixed Use District
- Highway Commercial District
- Highway 16 Commercial
- Gateway Commercial
- Industrial
- Institutional
- Recreational
- Rural Preservation
- Civil Division

Ruekert · Mielke

CARDINAL HEIGHTS - PRELIMINARY PLAT

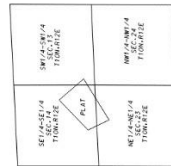
LOT 46, HIGHLAND RIDGE, RECORDED IN VOLUME 1 ON PAGE 266 OF PLATS AS DOCUMENT NUMBER 739893 IN THE COLUMBIA COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE SE1/4 OF SECTION 14, THE SW1/4 OF SECTION 13 AND THE NE1/4 OF SECTION 23, ALL IN TOWNSHIP 10 NORTH, RANGE 12 EAST, CITY OF COLUMBUS, COLUMBIA COUNTY, WISCONSIN

NOTICE OF PUBLIC HEARING
 Notice is hereby given that a public hearing will be held on the 14th day of September, 2024, at 10:00 AM in the Board Room of the City of Columbus, Wisconsin, to consider the proposed plat for the subdivision of the above-described property into lots. The hearing will be held at the City of Columbus, Wisconsin, at the intersection of Park Avenue and the proposed NW of O'Brien Court.



BRETT T. STEPHENSON, REGISTERED LAND SURVEYOR, WISCONSIN
 Dated this 4th day of September, 2024.
 Revised this 10th day of September, 2024.

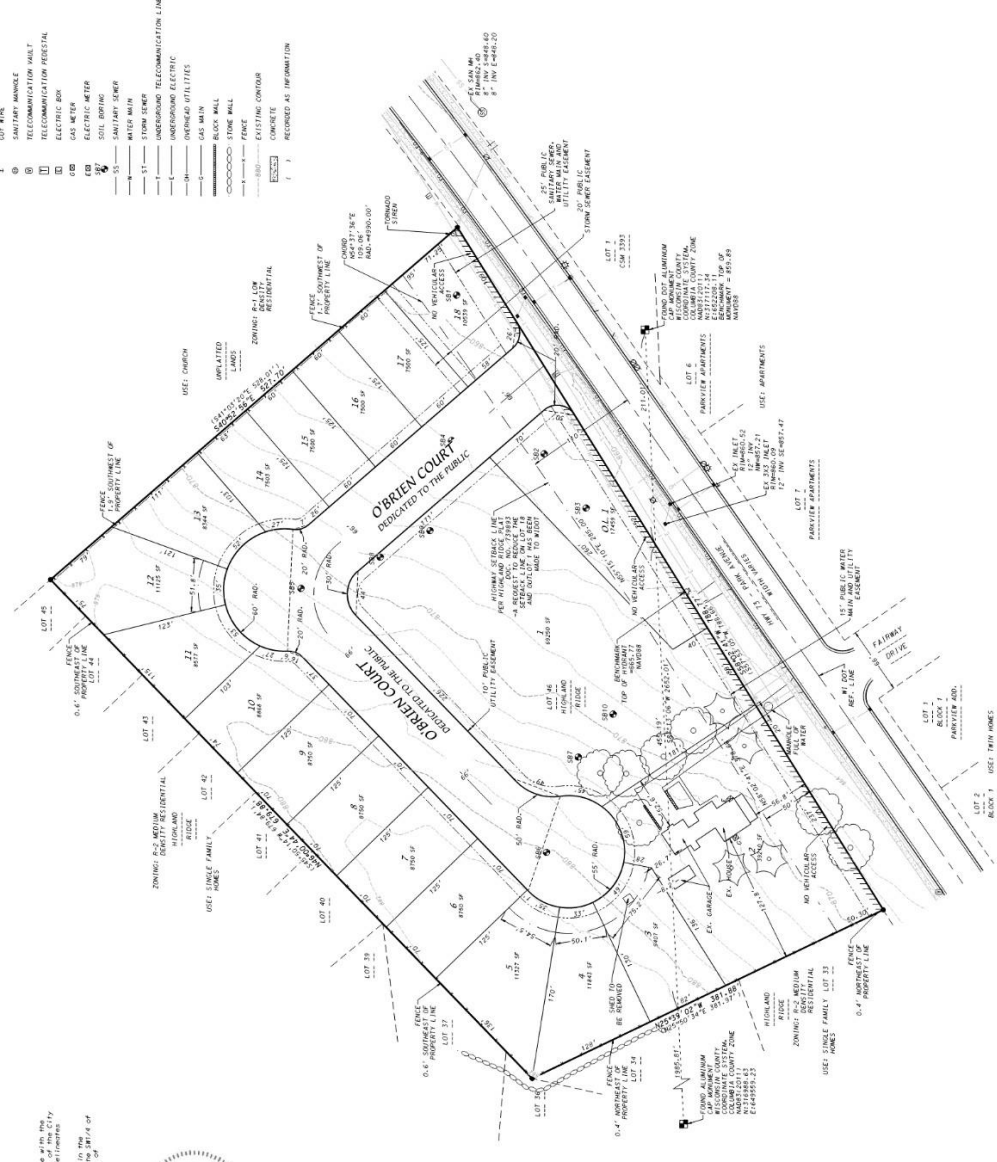
- NOTICE**
1. Parcel 1 will be dedicated to the public for storm water management.
 2. Existing = 40' - 8' - 0"
 3. Proposed = 100' - 2' - 10" - 8' - 2"
 4. The corner shall be within the existing 800' of Park Avenue and the proposed NW of O'Brien Court.



WISCONSIN COUNTY COMPARABLE SYSTEM, COLUMBIA COUNTY
 (LOCAL MAP 1011)

D'AMORIO ROTTE AND ASSOCIATES, INC.
 7550 Wisconsin Way, Madison, WI 53717
 Phone: 608.278.7500
 Fax: 608.278.1809
 Email: info@damoriorotte.com

- LEGEND**
- POWER POLE
 - POWER POLE LIGHT
 - HYDRAUNT
 - STORM SEWER INLET
 - UTILITY WIRE
 - SANITARY MANHOLE
 - TELECOMMUNICATION WALET
 - TELECOMMUNICATION FEEDER
 - GAS METER
 - GAS METER
 - ELECTRIC METER
 - SOIL DOWING
 - SANITARY SEWER
 - WATER MAIN
 - STORM SEWER
 - UNDERGROUND TELECOMMUNICATION LINE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND UTILITIES
 - UNDERGROUND GAS
 - BLOCK WALL
 - STONE WALL
 - FENCE
 - EXISTING CONTOUR
 - CONCRETE
 - RECORD AS INFORMATION



February 25, 2025

Matt Amundson
City of Columbus
105 N. Dickason Blvd
Columbus, WI 53925

RE: 2025 Street and Utility Improvements Bid Recommendation

Dear Mr. Amundson:

Bids for the above project were opened on February 14th, at 11:00 am via virtually online at Quest and two contractors submitted bids and are as follows:

	BIDDER	BASE BID
1.	<u>Forest Landscaping & Construction, INC.</u>	<u>\$897,002.00</u>
2.	<u>Kopplin & Kinas CO., INC.</u>	<u>\$945,503.00</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last five years according to references we have contacted.

On these bases, we recommend that Forest Landscaping & Construction, Inc. be awarded the 2025 Water Relay and Road Rehab contract in the amount of \$897,002.00. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary.

Our review did not include an evaluation of the bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After City Council approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.



Mr. Amundson
2025 Street and Utility Improvements
February 25, 2025
Page 2

Bids remain subject to acceptance until April 15, 2025, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

Brian Toczyski

Digitally signed by Brian Toczyski
DN: C=US,
E=btoczyski@ruekert-mielke.com,
CN=Brian Toczyski
Date: 2025.02.25 12:54:31-06'00'

Brian E. Toczyski
Project Engineer
btoczyski@ruekert-mielke.com

BET:ied
Enclosure(s): Notice of Award

Cc:
Jacob Holbert, Columbus Utilities Director
Jason Lietha, P.E., Ruekert-Mielke

NOTICE OF AWARD

Item #2.

Date of Issuance:
 Owner: City of Columbus
 Contract: 2025 Street and Utility Improvements
 Bidder: Forest Landscaping & Construction, Inc. Engineer: Ruekert & Mielke, Inc.
 Address: W8583 Finch Bros Road Engineer's Project No.: 8117-10103
 Lake Mills, WI 53534

TO BIDDER:

You are notified that your Bid dated February 14, 2025, for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

2025 Street and Utility Improvements

The Contract Price of your Contract is: \$ 897,002.22

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer Two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond and Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: City of Columbus

Signature: _____
 Authorized Signature

Title: _____

Date: _____

Copy: Engineer

February 25, 2025

Matt Amundson
 City of Columbus
 105 N. Dickason Blvd
 Columbus, WI 53925

RE: 2025 Fireman’s Park Culvert Removal

Dear Mr. Amundson:

Bids for the above project were opened on *February 14th, at 10:00 am* via online at QuestCDN and were as follows:

	BIDDER	BASE BID	MANDATORY ALTERNATE A	MANDATORY ALTERNATE B
1.	<u>Egbert Excavating, Inc.</u>	<u>\$258,081.50</u>	<u>\$101,936.00</u>	<u>\$116,250.00</u>
2.	<u>Kartechner Brothers LLC</u>	<u>\$480,868.88</u>	<u>\$101,430.00</u>	<u>\$94,500.00</u>
3.	<u>Highway Landscapers Inc.</u>	<u>\$533,515.50</u>	<u>\$101,200.00</u>	<u>\$93,750.00</u>
4.	<u>Kopplin & Kinase Co., Inc.</u>	<u>\$559,483.70</u>	<u>\$106,378.68</u>	<u>\$99,175.50</u>
5.	<u>Wondra Construction, Inc.</u>	<u>\$608,511.50</u>	<u>\$128,800.00</u>	<u>\$123,750.00</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We reviewed the submitted qualification statement, as well as spoke with staff who have worked with Egbert Excavating on projects in the past.
3. We have no objections to the low bidder.

On these bases, we recommend that Egbert Excavating, Inc. be awarded the 2025 Fireman’s Park Culvert Removal contract, in the amount of a base bid of \$258,081.50, and a mandatory alternate A of \$101,936.00, and a mandatory alternate B of \$116,250.00. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the City of Columbus include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.




Mr. Amundson
2025 Fireman's Park Culvert Removal
February 25, 2025
Page 2

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After City Council approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Respectfully,

RUEKERT & MIELKE, INC.

A blue digital signature stamp with a stylized 'E' and 'J' monogram. The text inside the stamp reads: "Digitally signed by Heidi Jeninga", "DN: C=US,", "E=hjeninga@ruekert-mielke.com,", "O='Ruekert-Mielke, Inc.', CN=Heidi Jeninga", and "Date: 2025.02.25 11:47:39-06'00'".
Heidi Jeninga

Heidi F. Jeninga, P.E., CESSWI (WI)
Project Engineer
hjeninga@ruekert-mielke.com

HFJ:ied

Enclosure(s): Notice of Award
Bid Summary

cc: Jacob Holbert
Jason Lietha

NOTICE OF AWARD

Item #3.

Date of Issuance: March 4, 2025
Owner: City of Columbus

Contract: 2025 Fireman's Park Culvert Removal
Bidder: Egbert Excavating, Inc.
Address: W1302 N Lawson Drive
Green Lake, WI 54941-9748

Engineer: Ruekert & Mielke, Inc.
Engineer's Project No.: 8117-10099

TO BIDDER:

You are notified that your Bid dated February 14, 2025, for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

2025 Fireman's Park Culvert Removal

The Contract Price of your Contract is: \$ 476,267.50 which includes the Base bid (\$258,081.50) and the following accepted alternates:

- Mandatory Alternate A-(\$101,936.00)
- Mandatory Alternate B-(\$116,250.00)

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: City of Columbus

Signature: _____
Authorized Signature

Title: _____

Date: _____

Copy: Engineer

BID SUMMARY

2025 Fireman's Park Culvert Removal

City of Columbus, Columbia County, Wisconsin

Bids Open: Friday, February 14, 2025 / 10:00 AM

CONTRACTOR	Bid Bond	Addendum 1	Addendum 2	BASE BID	Mandatory Alternate A	Mandatory Alternate B
Egbert Excavating, Inc.	✓	✓	✓	\$258,081.50	\$101,936.00	\$116,250.00
Kartechner Brothers LLC	✓	✓	✓	\$480,868.88	\$101,430.00	\$94,500.00
Highway Landscapers, Inc.	✓	✓	✓	\$533,515.50	\$101,200.00	\$93,750.00
Kopplin & Kinas Co., Inc.	✓	✓	✓	\$559,483.70	\$106,378.68	\$99,175.50
Wondra Construction, Inc.	✓	✓	✓	\$608,511.50	\$128,800.00	\$123,750.00

APPARENT LOW BID: \$258,081.50
APPARENT LOW BIDDER: Egbert Excavating, Inc.

RUEKERT & MIELKE, INC.
 4630 S Biltmore Lane
 Madison, WI 53718



Agenda Item Report

Meeting Type: Common Council

Meeting Date: March 3, 2025

Item Title: Consider and take action on internet segregation for Cablecast broadcast units

Submitted By: David Bennett, Communications & Economic Development Coordinator

Detailed Description of Subject Matter:

The Cable Commission was made aware of an ongoing issue regarding Payment Card Information System (PCI) compliance checks that have been linked to their Cablecast broadcast units. The units are constantly poking holes in the City's firewall in order to reflect the video server content for online distribution and for live streaming City meetings. The issue arose due to improvements in cybersecurity and increasingly stringent standards for PCI firms. This has caused the PCI checks to fail for the Recreation department and will bleed over into other PCI applications the City and its departments wish to use.

Staff have worked with Rhyme to utilize several solutions that have not solved the issue. As a result, Rhyme has suggested unplugging the Cablecast units from the City network. The impact is that the local cable channels may not function on cable TV and Roku. The City currently saves a copy of its meetings to YouTube and links those videos to its website. The City has the capability to stream live meetings to YouTube if needed. In order to have the local cable channel function on cable TV and Roku, Rhyme has proposed a segregated network solution for the Cablecast units to be connected to. This would include an initial cost of \$6,165.08 and a recurring cost of over \$2,800 annually. This solution entails creating a separate internet and security that would be paid for by the cable franchise fund. It would initially be paid through the cable fund's capital equipment line item and then require the elimination of the part-time Production Specialist position beginning with the 2026 budget to cover recurring costs.

There is concern about the long-term viability of cable TV as the industry has faced rapid decline and franchise fees are decreasing. Additionally, the FCC is looking to have cable TV companies transition to new broadcast standards that may omit our local channel carriage. Finally, our local channels are not part of any streaming services offered by Charter with no plans by Charter to add them.

List all Supporting Documentation Attached:

Rhyme IT Equipment Pricing
 Charter Internet Pricing
 Cable Commission Minutes from 2-24-2025
 2024 Cable Industry Reporting

Action Requested of Council:

Discussion and take potential action regarding internet segregation for the Cablecast broadcast units

David Bennet Cable Cast

Quote #SP000693 v1

Prepared For: **City of Columbus Administration**
 David Bennett
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Date Issued:
02.17.2025
 Expires:
02.28.2025

Summary

This project is intended to separate the cablecast network from the primary City of Columbus network as PCI compliance has changed and requires that port forwarding can't be used in order to pass inspection.

This quote provides the Meraki MX67 Firewall, Meraki Licensing, 8 port Aruba switch and labor.

An additional internet connection will be needed in order to separate the two networks. An email from Gerald Wergin your spectrum Rep was forwarded over to David for his review. It is required to get a static address for this WAN connection.

Once this equipment is put in place I can close the port forwarding needed for Cablecast on the current firewall to pass PCI compliance.

Products

Description	Price	Qty	Ext. Price
Meraki MX67 Network Security/Firewall Appliance - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - 5 x RJ-45 - Desktop, Wall Mountable	\$434.56	1	\$434.56
Meraki Advanced Security + 1 Year Enterprise Suppo - Subscription License - 1 Security Appliance - 1 Year - MX67 Cloud Managed Firewall - License and Support - 1 Year License Validation Period	\$470.68	1	\$470.68
HPE Instant On 1930 8G Class4 PoE 2SFP 124W Switch - 10 Ports - Manageable - 3 Layer Supported - Modular - 2 SFP Slots - 150 W Power Consumption - 124 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Desktop, Rack-mountable - Lifetime Limited Warr	\$294.00	1	\$294.00
Subtotal:			\$1,199.24

Professional Services

Description	Price	Qty	Ext. Price
Service or project labor billed at actual work role rates.	\$2,160.00	1	\$2,160.00
Subtotal:			\$2,160.00

Quote Summary	Amount
Products	\$1,199.24



Quote Summary	Amount
Professional Services	\$2,160.00
Subtotal:	\$3,359.24
Estimated Tax:	\$65.96
Total:	\$3,425.20

1/2 down required upfront. Remaining half due upon equipment delivery. Taxes, shipping, handling and other fees may apply. Pricing may change on backordered items. We reserve the right to cancel orders arising from pricing or other errors. 3% Processing fee added to all credit card payments. ACH and Debit options available at <https://www.rhymebiz.com/MakePayment>

Acceptance	
Portage	City of Columbus Administration
Sue Pilz	David Bennett
_____ Signature / Name	_____ Signature / Name
02/17/2025	
_____ Date	_____ Date
	Initials



Charter Internet Segregation

Hi Chris,

Thank you for reaching out. I did see your call come in but am currently on a conference call. With that said, I can multi-task while listening. I pulled out the account number that you provided. The current internet at that location is (600M x 35M) for \$199 per month w/ a Static IP for \$19.99. That particular speed/bandwidth is no longer available as Spectrum restructured the offerings. Below are the options that you would be most interested in.

- Enterprise Internet (500M x 35M): \$200 MRC (Monthly Recurring Charge) [\$2,400/yr.]
- Enterprise Internet (1G x 50M): \$250 MRC [\$3,000/yr.]
- Static IP for either Option: \$19.99
- One time Installation Charge: \$100

The differences between the internet that is currently in place and Enterprise Internet are:

- Enterprise Internet is not throttled
 - The current Internet is throttled when there is traffic congestion
- Enterprise Internet has a 99.99% uptime guarantee w/ a 6 hr. SLA (Internet Service Level Agreement)
 - The current Internet has no uptime guarantee or SLA

Once a decision is made, I just need to know which option you selected, if there is a static IP needed, and who would sign the service order. The service order would be sent via DocuSign. Once that is executed, we will schedule the installation.

Please let me know if you have any additional questions.

Thanks,

Gerry Wergin

Strategic Account Specialist – Gov/Ed

853 McIntosh St

Wausau, WI 54403

(715) 803-2014

Gerald.Wergin@charter.com



Cable Commission Meeting Minutes

Monday, February 24, 2025 at 6:30 PM

Columbus City Hall – 105 N. Dickason Boulevard

Call to Order

Famularo called the meeting to order at 6:30pm.

Roll Call

A quorum of members present consisted of Behl, Famularo, Pyfferoen, and Roelke. Staff liaison Bennett was present.

Notice of Open Meeting

Bennett acknowledged the meeting was properly noticed.

Approval of Agenda

Pyfferoen motioned to approve the agenda for the meeting of February 24, 2025. Roelke seconded the motion. The motion was carried by unanimous vote.

Approval of Minutes

1. Approval of Minutes from January 27, 2025

Roelke motioned to approve the minutes as presented for the meeting of January 27, 2025. Behl seconded the motion. The motion was carried by unanimous vote.

Public Comment

There was no one in attendance for public comment. Bennett had not received any correspondence.

Unfinished Business

2. Discuss and Take Possible Action to Segregate Cable Broadcast Units from City Network

Bennett presented pricing from Rhyme to segregate the internet to the broadcast units. Rhyme's quote involves two parts - Rhyme's equipment, installation, and security along with Charter's internet package and setup. The quote would initially be for \$6,165.08 if the City chooses the \$2,400 Enterprise Internet solution and the recommended equipment. Famularo asked if Rhyme offered other solutions. Bennett confirmed the other solution would just involve disconnecting the broadcast units from the City's internet but not reattaching it to a different network.

Discussion involved how this would be paid for. Bennett stated that it would initially be paid through the Capital Equipment line item. Then after that, the part-time Production Specialist position would be eliminated, and the budgeted funds from that line item would be moved to Professional Services to maintain the new internet and security subscriptions. Pyfferoen asked about the current status of the part-time position and if the elimination would impact current staff. Bennett affirmed that the position had not been consistently hired since its creation in 2019 and since then only a 3-month training period had taken place while the position was filled. The employee at the time wanted more hours than was budgeted for and had moved on. Bennett stated that current staff has been able to manage without the part-time position.

Roelke motioned to recommend to Council to engage with Rhyme to acquire a separate network for the broadcast units and to select the \$2,400 Enterprise Internet package. Pyfferoen seconded the motion. The motion was carried by unanimous vote.

3. Discuss Potential Video Topics for Short-Form Videos

Behl updated the Cable Commission regarding Kiwanis interest in having a program for cable. Behl stated that they were interested, but didn't know what format it would be.

Bennett presented some Administration concerns about staff-produced programs on behalf of local groups. These included the City's ability to allow all groups to participate, changing the cable policy to allow staff to produce content on behalf of groups, and would require the content to be subject to open records and be deemed "official City business". Bennett stated it would also undermine the cable equipment rental policy. Roelke believed that public interest content would be important due to the lack of Columbus-based media outlets. Bennett agreed but noted that it would be hard to differentiate between what is and is not considered marketing.

Bennett stated that it would be acceptable for groups to create their own content and submit it for airing on the local channel even if it's promoting them or their events. Behl would like to educate groups about the ability to submit video content and rent equipment. The Cable Commission came to the consensus about moving down the path towards informing groups about these services.

4. Possible Discussion About Upgrading the A/V Equipment for the City Hall Council Chamber

Bennett informed the Cable Commission that this topic had not seen much progression due to other more pressing projects. However, Bennett is looking at utilizing computer docks to connect the podium and center table media to the proposed presenter TVs and the media switcher in the A/V Room. Famularo maintained the offer for staff to visit the Council Chamber in Watertown. Bennett acknowledged seeing the schematics Famularo had sent for informative purposes.

New Business

No new business was brought up.

Department Reports

5. Cable Budget Update

Bennett reported that there was no new franchise fee or State Aid Payment revenue.

Bennett listed expenditures from January. \$79 was spent from the Training line item for a government communications webinar. \$2,359.22 was spent from the Professional Services line item for Cablecast Reflect service renewal. Bennett noted that the Reflect service was nearly \$1,000 less than the previous year and the savings was a pleasant surprise. \$369.44 was spent from the Video/Website line item for contribution to the City's CivicPlus website. Bennett noted this cost was shared among all departments.

Bennett stated that there was \$41,605.72 remaining in the 2025 budget.

Items for Future Agendas

The Cable Commission would like the items of video submissions education and A/V Council Chamber equipment update added to the next agenda.

Adjourn

Behl motioned to adjourn the meeting. Roelke seconded the motion. The motion was carried by unanimous vote.

The meeting was adjourned at 7:56pm.

*A quorum of city committees and/or commissions may be present at this meeting. No action will be taken or considered by those committees and/or commissions.

****These minutes will be approved at the next Cable Commission meeting and may be amended as necessary and are respectfully submitted by David Bennett, Communications and Economic Development Coordinator.****

Cable TV Industry Reporting

General News:

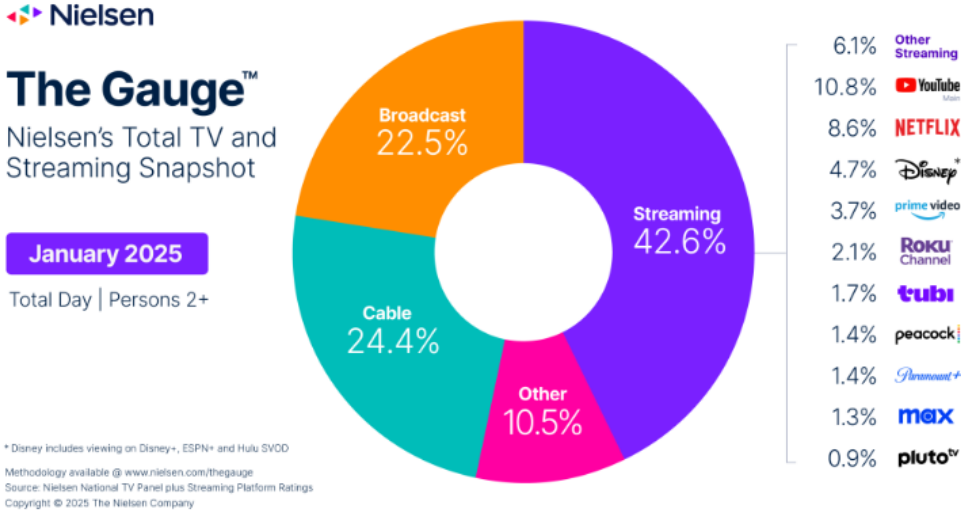
According to Nielsen data, in 2024, there were only three cable networks that averaged more than one million viewers in prime time, Fox News, ESPN and MSNBC. They were also the only three cable networks to amass an average audience of over one million prime time viewers in 2023. By comparison, in 2014 when cord cutting was nascent, there were 19 cable networks that had surpassed the one million audience threshold.

The 2023-2024 season will be the last for the NBA on TNT. This marks the end of pro basketball’s exclusivity on cable TV. The NBA inked a deal in July 2024 to add NBC/Peacock and Prime Video as it focuses on streaming platforms and wider audience reach. The NBA Commissioner, Adam Silver has cited declining cable trends for NBA’s loss in audience this season.

The loss in cable viewing is chronicled by Nielsen’s monthly Gauge Report. In the November 2024 report, cable TV accounted for 25.0% of the audience share among all viewers. By comparison, in November 2023 cable’s audience share was 28.3%, in November 2022 cable accounted for an audience share of 31.8%. Cable TV is currently accounting for 24.4% as of January 2025.

In 2024 the revenue loss from cable impacted their parent companies’ earnings report. In August both Warner Bros. Discovery and Paramount Global announced they were taking a write down in the value of their cable networks. Warner Bros. / Discovery (WBD) announced a financial write down of \$9.12 billion, the following day Paramount Global announced a \$5.98 billion financial write down. These back-to-back announcements were an indication of the declining value of cable television.

Media companies’ response to the dwindling value of the cable units continued. In November, Comcast announced they were spinning off most of their cable networks (with the exception of Bravo). The media company announced the launch of a new standalone company, tentatively called SpinCo to house their cable networks (and other digital assets) as their value declines. Warner Bros. / Discovery (WBD) followed by announcing they would be separating their cable TV networks from their streaming and studio units with the possibility of selling them off.

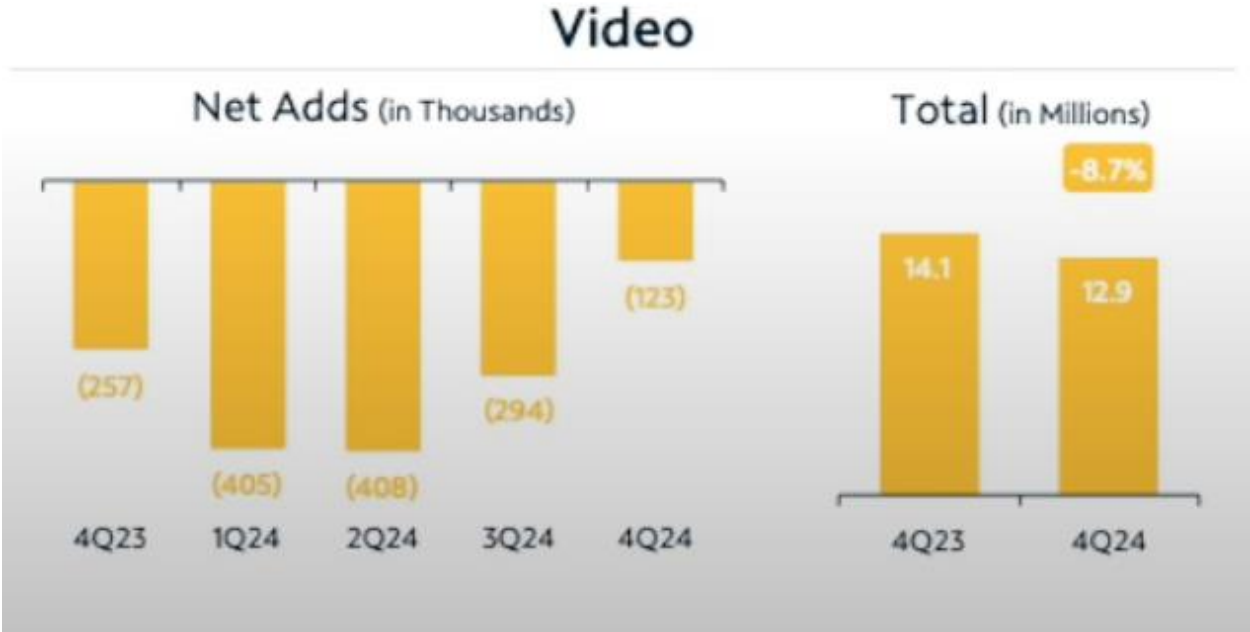


Charter News:

Charter began to phase out its legacy cable plans in 2023. These legacy plans are replaced with the new Spectrum package that is missing many channels that were previously included. Many of the removed channels can be added back with an additional add-on from Charter or may be attainable through that specific channel's app.

In 2024, Charter relaunched the Spectrum brand with a focus on seamless connectivity and entertainment and is expected to enhance customer value and satisfaction. It lost almost 9% of its video subscribers in 2024, ending with 12.9 million. In comparison, YouTube TV has added subscribers and recently surpassed 8 million total subscribers.

Spectrum had raised its pricing on its legacy boxes in an effort to accelerate the move over to its Xumo streaming player. Although Xumo has become the new default cable TV box, it does not use traditional cable TV to function – only Spectrum's streaming TV service over internet. The company is phasing its transition by not actively taking away existing set-top boxes, but by giving the Xumo player to its new customers and converting current set-top box users into Xumo users.





Agenda Item Report

Meeting Type: Common Council Meeting

Meeting Date: March 4, 2025

Item Title: CDI Grant Resolution – Historic Tremont

Submitted By: Michael Kornmann, Director of Community and Economic Development

Detailed Description of Subject Matter: The former Tremont Hotel was purchased recently and is currently owned by Historic Tremont LLC. The plans for the renovation will result in making the building economically active for the first time since the fire in 2014. The plans include six apartments total on the second and third stories with commercial space on the first floor. I have been working closely with the owners to leverage the CDI grant and other resources. Past CDI grants have resulted in revitalization of two other downtown properties. There is no fiscal impact to the City with this grant. The resolution demonstrates the City's support for downtown revitalization and meets the application requirements of WEDC.

List all Supporting Documentation Attached:

- Resolution No. 5-25

Action Requested of Council: Approve Resolution No. 5-25.

RESOLUTION NO. 5-25

A RESOLUTION SUPPORTING THE SUBMISSION OF A COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT APPLICATION BY THE HISTORIC TREMONT, LLC TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) FOR A DOWNTOWN COLUMBUS REVITALIZATION PROJECT

WHEREAS, the City of Columbus, Wisconsin (“the City”) recognizes that large-scale, adaptive uses of historic buildings in the downtown area is identified as a priority by the City in its Comprehensive Plan; and

WHEREAS, the CDI grant program is designed to support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts; and

WHEREAS, The Historic Tremont, LLC and its sole members, David Stira and Dr. Brian Nagle have acquired the building at addresses 141-147 N Ludington Street (parcel number 11211-24, formerly the Tremont Hotel) and propose investing approximately \$1.0 million to renovate it; and

WHEREAS, a resolution of City support is a prerequisite for submission of a CDI grant application;

NOW, THEREFORE, BE IT RESOLVED, that the Columbus Common Council supports funds available from WEDC through the CDI grant program to assist in the above referenced project.

Approved by the Common Council of the City of Columbus on this 18th day of March, 2025.

CITY OF COLUMBUS

Joseph Hammer, Mayor

ATTEST:

Susan L. Caine, Clerk