

1
2
3 BYLAWS OF THE
4 EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM
5

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

ARTICLE I – OFFICES

The principal office of the Consortium shall be located in the Office of the Corporation Counsel in Dodge County, Wisconsin.

ARTICLE II – BOARD OF DIRECTORS

SECTION 1 – GENERAL POWERS.

Business affairs of the Consortium shall be managed by its Board of Directors.

SECTION 2 – DIRECTORS AND TERM.

The Board of Directors of the East Wisconsin Counties Railroad Consortium shall consist of two (2) members from each of the Boards of Supervisors of Columbia, Dodge, Fond du Lac, Green Lake, Milwaukee, Ozaukee, Sheboygan, Washington, and Winnebago Counties.

The term of office of each director shall be for two (2) years, unless the appointment is for the remainder of an unexpired term.

SECTION 3 – APPOINTMENT.

The appointments shall be made by the County Boards for Columbia, Dodge, Green Lake, Ozaukee, **and** Sheboygan ~~and Washington~~ Counties, and by the County Executives for Milwaukee, **Washington**, Winnebago and Fond du Lac Counties. All such appointments are subject to confirmation as provided by law. Each member appointed by a County shall be a resident of that County and shall be a member of the Board of Directors of the Consortium only so long as he or she shall remain a member of the County Board.

SECTION 4 – VACANCIES.

Vacancies for any unexpired term of any member of the Board of Directors shall be filled in the same manner as original appointments.

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83

SECTION 5 – QUORUM.

The quorum is defined as the presence of more than fifty (50%) percent of duly appointed members at a regular meeting or a properly called and noticed special meeting.

SECTION 6 – MANNER OF ACTING.

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law.

SECTION 7 – COMPENSATION.

The compensation and reimbursement for members of the Board of Directors shall be determined and paid by each participating County as to its own representatives to the Board.

SECTION 8 – COMMITTEES.

The Chair of the Board of Directors may, with the approval of the Board of Directors, from time to time appoint such committees and assign such duties to said committees as may be necessary for the good of the Consortium.

The time and method of the reports of such committees shall be established by the Chair at the time the committees are appointed.

ARTICLE III – MEETINGS

SECTION 1 – ANNUAL MEETING.

The annual meeting of the Consortium shall be held in conjunction with the July meeting of the Board of Directors.

SECTION 2 – REGULAR MEETINGS.

The regular meeting date of the Board of Directors shall be decided by the board at the annual meeting, however, the Board of Directors may vote to omit specific monthly meetings if there is not sufficient business to come before such meeting. The Board may vote to leave it to the discretion of the Chair to omit one or more regular monthly meetings.

Additions are indicated in **Underline**, deletions are indicated by ~~Single Strikethrough~~

84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128

SECTION 3 – SPECIAL MEETINGS.

A special meeting of the Board of Directors may be called upon ten (10) days written notice as to the time and place of said meeting from the Chair or from the secretary, or from any three (3) members of the Board of Directors.

SECTION 4 – OPEN MEETING LAW.

Meetings of the Board, or any committees thereof, shall comply with the open meeting laws of the State of Wisconsin now in effect or hereinafter in effect.

SECTION 5 – PLACE OF MEETING.

The Board of Directors may designate any place within any of the nine member counties of the Consortium as the place of meeting for any annual meeting or for any regular meeting, or any special meeting called by the Board of Directors. If no special designation is made by the Board of Directors, the regular meeting place of the Board of Directors shall be the County Board Room located in Dodge County, Wisconsin.

SECTION 6 – REMOTE ATTENDANCE

A member may attend a regular meeting or a properly called and noticed special meeting remotely provided that the member notifies the Recording Secretary at least 48 hours in advance of said meeting and the Place of Meeting (host site) has technology available to facilitate remote attendance. Members attending remotely will be allowed to participate, debate and vote on all matters properly before the Consortium. Members are permitted not more than three (3) remote meetings per calendar year.

ARTICLE IV – OFFICERS

SECTION 1 – NUMBER.

The principal officers of the Consortium shall be a Chair, a Vice Chair, a Secretary and a Treasurer. Such other officers as may become necessary may be appointed by a vote of the Board of Directors at a properly convened meeting of the Board of Directors.

SECTION 2 – ELECTION, TERM OF OFFICE AND SUCCESSION.

The officers of the Consortium shall be elected by the Board of Directors at the annual meeting in even-numbered years. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly elected or until he shall resign or have been removed in the

Additions are indicated in **Bold Underline**, deletions are indicated by ~~Single Strikethrough~~

129 manner herein provided.

130

131 The Chair, Vice Chair, Secretary, and Treasurer shall be elected for two-year terms and
132 may succeed themselves.

133

134 The Chair, Vice Chair, Secretary, and Treasurer shall not represent the same county.

135

136 In the event of a tie vote, the winner will be determined by the toss of a coin with the
137 more senior member of the consortium calling the toss.

138

139 **SECTION 3 – VACANCIES.**

140

141 A vacancy in any principal office because of death, resignation, or removal,
142 disqualification, or otherwise, shall be filled by the Board of Directors, following the election
143 rules as outlined above, for the unexpired term.

144

145 **SECTION 4 – CHAIR.**

146

147 The Chair shall be the chief executive officer of the Consortium and shall supervise all of
148 the business and affairs of the Consortium. The Chair shall preside at all meetings of the
149 Consortium. The Chair may be authorized by the Board of Directors to sign, execute and
150 acknowledge on behalf of the Consortium, all deeds, mortgages, notes, bonds, contracts, leases,
151 reports and other documents or instruments necessary or proper to be executed in the course of
152 the business of the Consortium, or which have been duly authorized by a resolution or motion of
153 the Board of Directors.

154

155 **SECTION 5 – VICE CHAIR.**

156

157 In the absence of the Chair, or in the event of the Chair's death, inability or refusal to act,
158 the Vice Chair shall perform the duties of the Chair and when so acting will have the powers of,
159 and be subject to, all restrictions of the Chair.

160

161 **SECTION 6 – SECRETARY.**

162

163 The secretary of the Consortium shall keep the minutes of the meeting of the Board of
164 Directors in one or more books provided for that purpose; draw and sign all orders upon the
165 treasurer in the manner provided by s. 66.0607, Wisconsin Statutes, and keep a full account
166 thereof with the appropriate books; see that all notices are duly given in accordance with the
167 directions of the Board of Directors or as required by law. Make reports required from the
168 Consortium to agencies, commissions, departments or offices of the State of Wisconsin, or the
169 United States of America, unless the same is required to be filled in by the Chair or the treasurer;
170 and in general perform all duties incident to the office of the secretary and have such other duties
171 and exercise such authority from time to time as may be delegated or assigned to the secretary by
172 the Board of Directors.

173

174 If any of the above duties are fulfilled at the time of the meeting by a consortium
175 employee, the secretary shall oversee such recording.

176
177 The secretary of the Consortium shall attend all meetings of the Board of Directors, keep
178 a record of the proceeding and reduce records to written minutes and keep them as a permanent
179 record. In the absence of the secretary, the Board may designate one of the members to act as
180 secretary.

181
182 **SECTION 7 – TREASURER.**

183
184 The treasurer shall have charge and custody of and be responsible for all funds and
185 securities of the Consortium, receive and give receipts for monies due and payable to the
186 Consortium from any source whatsoever and deposit all such monies in the name of the
187 Consortium in such banks, trust companies or other depositories as shall be selected or
188 designated by the Board of Directors and disburse such funds from time to time in the manner
189 hereinafter provided and in general perform all the duties incident to the office of treasurer and
190 have such other duties and exercise such other authority as from time to time may be delegated
191 or assigned to the treasurer by the Board of Directors. The treasurer shall keep a detailed
192 account in suitable books in such manner as the Board of Directors shall direct.

193
194 If any of the above duties are fulfilled at the time of the meeting by a consortium
195 employee, the Treasurer shall oversee those duties.

196
197
198 **ARTICLE V – CONTRACTS, CHECKS, LOANS AND DEPOSITS**

199
200
201 **SECTION 1 – CONTRACTS.**

202
203 The Board of Directors may authorize the Consortium to enter into any contract or
204 execute and deliver any instrument in the name of or on behalf of the Consortium. Contracts of
205 the Consortium shall be in the name of the Consortium and shall be signed by its chairman and
206 its secretary.

207
208 **SECTION 2 – CHECKS, DRAFTS, OTHER ORDERS.**

209
210 All checks, drafts or other orders for the payment of money, notes or other evidence of
211 indebtedness issued in the name of the Consortium shall be signed by such officer or officers of
212 the Consortium in such a manner as shall from time to time be determined by or under the
213 authority of a resolution of the Board of Directors.

215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250

SECTION 3 – LOANS.

No loans shall be contracted on behalf of the Consortium and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may not be general, but must be confined to specific instances.

SECTION 4 – DEPOSITS.

The Board of Directors shall designate a public depository for all its accounts. All funds of the Consortium, not otherwise employed, shall be deposited from time to time to the credit of the Consortium in such banks, trust companies or other depositories as may be selected by and under the authority of the Board of Directors.

SECTION 5 – ACCOUNTING SYSTEM.

The Board of Directors shall maintain a system of accounting in conformity with generally accepted accounting methods appropriate for railroad utilities, but may adjust such accounting methods in order to facilitate reporting and accounting to a federal or state agency, if required. An annual audit shall be conducted in the manner provided by the Board of Directors and copies of such annual audit shall be furnished to the Clerk of each of the Counties hereunder.

ARTICLE VI – FISCAL YEAR

The fiscal year of the Consortium shall begin on the first day of January and end on the thirty-first day of December in each year.

ARTICLE VII – AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the directors at any annual or special meeting of the directors.

Additions are indicated in **Underline**, deletions are indicated by ~~Single Strikethrough~~

**Minutes of the
East Wisconsin Counties Railroad Consortium
Meeting of January 12, 2022**

East Wisconsin Counties Railroad Consortium Meeting was called to order by Chairman Thomas Winker on January 12, 2022, at approximately 10:00 a.m., at the Dodge County Administration Building, Meeting Rooms H & I, located at 127 E. Oak Street, Juneau, Wisconsin.

Certification of Public Notice: Kimberly A. Nass certified that the notice of this meeting complies with all applicable requirements of Wisconsin's Open Meetings Law.

Present: James E. Foley (by Zoom), Columbia County; Russell Kottke and Jeffrey Caine, Dodge County; Karen Madigan and John Zorn, Fond du Lac County; Dennis Mulder (by Zoom), Green Lake County; Thomas E. Winker and Marty Wolf, Ozaukee County, Jeff Schleif, Washington County; and, Donald Nussbaum (by Zoom), Winnebago County.

Excused: David Abendroth, Green Lake County; Milwaukee County; Roger TeStroete and Al Bosman, Sheboygan County; and, Brian Gallitz, Washington County.

Others Present: Lisa Stern and Todd Wojciuk, Wisconsin Department of Transportation; Allen Schwab, Horicon Bank, Jeffrey Butzke, Compass Surveying, LLC; Ken Lucht, WSOR; Kimberly A. Nass, Dodge County Corporation Counsel; and Kelly Lepple, Dodge County Corporation Counsel Office.

Public Comment: None.

Election of Officers:

Thomas Winker called for nominations from the floor for the office of Vice Chairman.

Vice Chairman: Karen Madigan nominated John Zorn for Vice Chairman. John Zorn declined the nomination. Marty Wolf nominated Jeff Schleif for Vice Chairman. There were no other nominations. Motion by Zorn/Caine to cast a unanimous ballot for Jeff Schleif as Vice Chairman. Motion carried by unanimous vote. Jeff Schleif was elected Vice Chairman of the EWCRC.

Secretary: Jeff Schleif nominated Jeff Caine for Secretary. There were no other nominations. Motion by Kottke/Schleif to cast a unanimous ballot for Jeff Caine as Secretary. Motion carried by unanimous vote. Jeff Caine was elected Secretary of the EWCRC.

Approval of Draft Minutes of September 8, 2021: Motion by Mulder/Schleif to approve the draft minutes of September 8, 2021. Motion carried by unanimous vote.

Financial Report: Russell Kottke reported for the period ending December 31, 2021. The balance in the checkbook as of August 31, 2021, was \$1,000.89. Deposits – \$5,201.21, Expenditures – None, and Transfers – \$5,201.21. Total EWCRC money on deposit in the Local Government Investment Pool as of November 30, 2021, is \$500,015.76. Motion by Caine/Madigan to approve the Financial Report. Motion carried by unanimous vote.

Jeff Schlief asked what is the current interest rate of the LGIP. Kim Nass stated that she would report back the interest rate of the LGIP at the March 9, 2022 EWCRC meeting.

Consider and discuss Grant Application(s) for Rehabilitation of Janesville Bridges and Funding Commitment: There was consideration of and discussion about the grant applications for the rehabilitation of the Janesville bridges and funding commitment. In 2021, WisDOT applied for an INFRA grant but was not awarded the grant. In July of 2021, WisDOT applied for a RAISE Grant and was recently informed that WisDOT was awarded the RAISE Grant in the amount of \$6.7 million. WisDOT was also going to apply for a CRISI grant, but did not submit the application, because WisDOT was awarded the RAISE grant.

The rehabilitation project of the Janesville bridges will cost approximately \$11.28 million. The project will be funded using the RAISE grant in the amount of \$6.7 million, WisDOT contributing approximately \$3.3 million, WSOR contributing approximately \$750,000, EWCRC contributing \$450,000, WRTC contributing approximately \$370,000, and the Pecatonica Rail Transit Commission contributing \$50,000. Construction will begin in the calendar year of 2024.

Consider, discuss, and take action on WisDOT's sale of State Railroad Property at 421 Barstow Street, Horicon, Wisconsin. There was consideration of and discussion about WisDOT's sale of state railroad property located at 421 Barstow Street, Horicon, Wisconsin. Allen Schwab of the Horicon Bank provided a handout to members outlining the details of the sale. The current buyer, Marsh Automotive, would like to acquire 299 sq. ft. of property owned by WisDOT, that would move the property line to eliminate the building encroachment on railroad right-of-way.

The EWCRC discussed issues with safety and creating a precedence if WisDOT was to sell state railroad property that did not fall within the required setback of 50 feet from the centerline of the railroad track. The members also discussed the ramifications of selling the land versus providing an offer to use agreement. WisDOT stated that they would most likely not consider an offer to use agreement.

Lisa Stern of WisDOT stated that per the Agreement between the EWCRC and WisDOT, WisDOT is required to offer the first right of refusal to the EWCRC. If the EWCRC does not want to purchase the land, then WisDOT would proceed with the sale of the land to Marsh Automotive.

The EWCRC discussed tabling this matter until the March 9, 2022, EWCRC meeting, to allow legal counsel for WisDOT, WSOR, and the EWCRC to consider all the information presented and meet to discuss and consider all options before taking formal action on WisDOT's offer of first right of refusal. Motion by Caine/Mulder to table this matter until the March 9, 2022, EWCRC meeting to allow legal counsel to organize a meeting to discuss the sale of the state railroad property. Motion carried by unanimous vote.

Report of WisDOT Railroads and Harbors: Lisa Stern reported the following: WisDOT is currently reviewing Freight Rail Preservation Program (FRPP) applications and will be awarding FRPP grants in February of 2022. WisDOT is seeking applications for a Rail GIS and Property Specialist and the deadline for applications is January 23, 2022. Delong is very active with its transloading of corn and beans at the Milwaukee Harbor. WisDOT is currently conducting transload studies in the Fox Valley.

Consider, discuss, and take action on WSOR Proposed Improvements for New Track at MP 183.50 Oshkosh Subdivision: Ken Lucht provided a diagram of the proposed new track construction at Mile Post 183.50 located on the Oshkosh Subdivision, in Oshkosh, Wisconsin. WSOR is proposing to construct new track infrastructure in order to address existing safety and efficiency issues, including to allow for future growth. WSOR is proposing to install two new switches within the railroad right-of-way. The new track and switches will be financed and maintained by the WSOR. The WSOR anticipates start of construction to be May 1, 2022. United Cooperative will be constructing two new side tracks outside the railroad right-of-way on its own property in order to increase its capacity for loading grain for outbound

moves. This will allow greater flexibility in shipping grain by rail when markets allow. Per Section 8.4 of the Operating Agreement between WSOR and the EWCRC, WSOR is asking for the EWCRC's consideration and approval of this proposed project. Motion by Caine/Schleif to approve the proposed new track construction at Mile Post 183.50, located on the Oshkosh Subdivision, in Oshkosh, Wisconsin. Motion carried by unanimous vote.

Report of WSOR: Ken Lucht reported the following: WATCO and Canadian National have come to terms on acquiring approximately 650 miles of branch lines in northern Wisconsin as well as the Upper Peninsula of Michigan, and approximately 250 miles of branch lines in Ontario, Canada. In December of 2021, the Surface Transportation Board (STB) approved the sale of rail lines. The closing will take place on January 29, 2022. Seventy-five miles of track will be a part of the WSOR but not a part of the EWCRC, as WisDOT is not interested in purchasing the land.

Date, time, and place of next meeting (March 9, 2022): The next regular EWCRC meeting will be held on March 9, 2022, at 10:00 a.m. Dodge County will host the meeting.

Motion by Kottke/Caine to adjourn. Motion carried by unanimous vote. Meeting adjourned at 11:40 a.m.

Respectfully submitted,

Jeff Caine, Secretary

Disclaimer: These are draft minutes. These draft minutes may be approved, amended, or corrected at the next meeting of the East Wisconsin Counties Railroad Consortium.

**EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM
FUNDS ON DEPOSIT AS OF FEBRUARY 28, 2022**

**PREPARED FOR THE MARCH 9, 2022 EWCRC MEETING
US BANK**

CHECKING ACCOUNT

Date/Activity	Total Amount Of Income/ Expenditures/ Transfers	Balance
Balance as of December 31, 2021.....	\$ 1,000.89

DEPOSITS:

February 8, 2022 – WSOR 2022 1st Quarter Rent	\$ 5,201.21	
***Interest accrued for January (\$0.00), and February (\$0.00), 2022	\$ 0.00	
TOTAL DEPOSITS.....	\$ 5,201.21

EXPENDITURES:

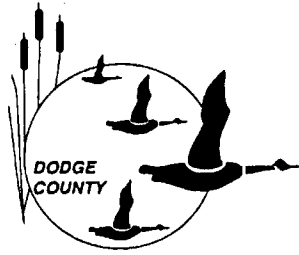
None.

TOTAL EXPENDITURES	\$ 0.00
---------------------------------	-------	----------------

**TRANSFERS TO LOCAL GOVERNMENT
INVESTMENT POOL:**

February 8, 2022 – WSOR 2022 1st Quarter Rent	\$ 5,201.21	
TOTAL TRANSFERS.....	\$ 5,201.21
February 28, 2022 – BALANCE IN CHECKBOOK	\$ 1,000.89

**TOTAL EWCRC MONEY ON DEPOSIT IN LOCAL
GOVERNMENT INVESTMENT POOL** **\$500,069.96**
(as of January 31, 2022)



DODGE COUNTY FINANCE DEPARTMENT

127 E Oak Street, 4th floor, Juneau WI 53039-1309
(920) 386-3520 (phone) (920) 386-4088 (fax)

FINANCE DIRECTOR

David Ehlinger
dehlinger@co.dodge.wi.us

02/17/2021

DODGE COUNTY FINANCE COMMITTEE

David Frohling, Chair
district23@co.dodge.wi.us
Nancy Kavazanjian
District5@co.dodge.wi.us
Ed Benter
district1@co.dodge.wi.us
Jeffrey Caine
district18@co.dodge.wi.us
Kira Sheahan-Malloy
District27@co.dodge.wi.us

To: Corporation Counsel

From: Makenzie A. Drays
Senior Accountant

Subject: EWCRC 2021 Financial Recordkeeping

ASSISTANT FINANCE DIRECTOR

Eileen Lifke
elifke@co.dodge.wi.us

For services related to East WI Railroad Consortium recordkeeping, accounting assistance.
Charges are \$800.00.

After approval of this claim, please submit a check to the Dodge County Finance Department.

Please feel free to contact me with any questions.

SENIOR ACCOUNTANT

Makenzie Drays
mdrays@co.dodge.wi.us
Jennifer Krakow
jkrakow@co.dodge.wi.us

Please note: Each year the billing will be increasing by \$50.00 based on increased wages for Dodge County staff.

PURCHASING AGENT

Stephanie Justmann
sjustmann@co.dodge.wi.us

Thank you,

ADMINISTRATIVE ASSISTANTS

Carrie Lagerman
carrie.lagerman@co.dodge.wi.us
Deb Weber
dweber@co.dodge.wi.us

Makenzie A. Drays
Senior Accountant
Dodge County, WI
920-386-3524
mdrays@co.dodge.wi.us

INVOICE

DODGE COUNTY, WISCONSIN
OFFICE OF CORPORATION COUNSEL
ADMINISTRATION BUILDING
FOURTH FLOOR, 127 E. OAK STREET
JUNEAU, WISCONSIN 53039-1329

TO: East Wisconsin Counties Railroad Consortium

DATE: January 1, 2021 through December 31, 2021

DESCRIPTION	AMOUNT
Legal, Administration and Attorney Fees 30.00 hours at \$76.00 per hour (Kim)	\$2,280.00
Office and Secretarial Services 43.00 hours at \$46.18 per hour (Kelly)	\$1,985.74
Photocopies – 37 at \$0.05 per copy	\$1.85
Faxing	\$0.00
Postage	\$4.95
Meals	\$0.00
Mileage	\$0.00
TOTAL:	\$4,272.54
Please make check payable to Dodge County And transmit it to: Dodge County Corporation Counsel Office Administration Building, Fourth Floor 127 E. Oak Street Juneau, Wisconsin 53039-1329	Past Years Invoice Amounts: 2015: \$ 3,212.66 2016: \$ 3,219.81 2017: \$ 3,137.96 2018: \$ 3,565.79 2019: \$ 3,835.36 2020: \$ 3,015.82

1 BYLAWS OF THE
2
3 EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM
4
5

6 ARTICLE I – OFFICES
7
8

9 The principal office of the Consortium shall be located in the Office of the Corporation
10 Counsel in Dodge County, Wisconsin.
11

12 ARTICLE II – BOARD OF DIRECTORS
13
14

15 SECTION 1 – GENERAL POWERS.
16

17 Business affairs of the Consortium shall be managed by its Board of Directors.
18

19 SECTION 2 – DIRECTORS AND TERM.
20

21 The Board of Directors of the East Wisconsin Counties Railroad Consortium shall consist
22 of two (2) members from each of the Boards of Supervisors of Columbia, Dodge, Fond du Lac,
23 Green Lake, Milwaukee, Ozaukee, Sheboygan, Washington, and Winnebago Counties.
24

25 The term of office of each director shall be for two (2) years, unless the appointment is
26 for the remainder of an unexpired term.
27

28 SECTION 3 – APPOINTMENT.
29

30 The appointments shall be made by the County Boards for Columbia, Dodge, Green
31 Lake, Ozaukee, and Sheboygan ~~and Washington~~ Counties, and by the County Executives for
32 Milwaukee, Washington, Winnebago and Fond du Lac Counties. All such appointments are
33 subject to confirmation as provided by law. Each member appointed by a County shall be a
34 resident of that County and shall be a member of the Board of Directors of the Consortium only
35 so long as he or she shall remain a member of the County Board.
36

37 SECTION 4 – VACANCIES.
38

39 Vacancies for any unexpired term of any member of the Board of Directors shall be filled
40 in the same manner as original appointments.
41
42

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83

SECTION 5 – QUORUM.

The quorum is defined as the presence of more than fifty (50%) percent of duly appointed members at a regular meeting or a properly called and noticed special meeting.

SECTION 6 – MANNER OF ACTING.

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law.

SECTION 7 – COMPENSATION.

The compensation and reimbursement for members of the Board of Directors shall be determined and paid by each participating County as to its own representatives to the Board.

SECTION 8 – COMMITTEES.

The Chair of the Board of Directors may, with the approval of the Board of Directors, from time to time appoint such committees and assign such duties to said committees as may be necessary for the good of the Consortium.

The time and method of the reports of such committees shall be established by the Chair at the time the committees are appointed.

ARTICLE III – MEETINGS

SECTION 1 – ANNUAL MEETING.

The annual meeting of the Consortium shall be held in conjunction with the July meeting of the Board of Directors.

SECTION 2 – REGULAR MEETINGS.

The regular meeting date of the Board of Directors shall be decided by the board at the annual meeting, however, the Board of Directors may vote to omit specific monthly meetings if there is not sufficient business to come before such meeting. The Board may vote to leave it to the discretion of the Chair to omit one or more regular monthly meetings.

Additions are indicated in **Underline**, deletions are indicated by ~~Single Strikethrough~~

84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128

SECTION 3 – SPECIAL MEETINGS.

A special meeting of the Board of Directors may be called upon ten (10) days written notice as to the time and place of said meeting from the Chair or from the secretary, or from any three (3) members of the Board of Directors.

SECTION 4 – OPEN MEETING LAW.

Meetings of the Board, or any committees thereof, shall comply with the open meeting laws of the State of Wisconsin now in effect or hereinafter in effect.

SECTION 5 – PLACE OF MEETING.

The Board of Directors may designate any place within any of the nine member counties of the Consortium as the place of meeting for any annual meeting or for any regular meeting, or any special meeting called by the Board of Directors. If no special designation is made by the Board of Directors, the regular meeting place of the Board of Directors shall be the County Board Room located in Dodge County, Wisconsin.

SECTION 6 – REMOTE ATTENDANCE

A member may attend a regular meeting or a properly called and noticed special meeting remotely provided that the member notifies the Recording Secretary at least 48 hours in advance of said meeting and the Place of Meeting (host site) has technology available to facilitate remote attendance. Members attending remotely will be allowed to participate, debate and vote on all matters properly before the Consortium. Members are permitted not more than three (3) remote meetings per calendar year.

ARTICLE IV – OFFICERS

SECTION 1 – NUMBER.

The principal officers of the Consortium shall be a Chair, a Vice Chair, a Secretary and a Treasurer. Such other officers as may become necessary may be appointed by a vote of the Board of Directors at a properly convened meeting of the Board of Directors.

SECTION 2 – ELECTION, TERM OF OFFICE AND SUCCESSION.

The officers of the Consortium shall be elected by the Board of Directors at the annual meeting in even-numbered years. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. Each officer shall hold office until his successor shall have been duly elected or until he shall resign or have been removed in the

Additions are indicated in **Bold Underline**, deletions are indicated by ~~Single Strikethrough~~

129 manner herein provided.

130

131 The Chair, Vice Chair, Secretary, and Treasurer shall be elected for two-year terms and
132 may succeed themselves.

133

134 The Chair, Vice Chair, Secretary, and Treasurer shall not represent the same county.

135

136 In the event of a tie vote, the winner will be determined by the toss of a coin with the
137 more senior member of the consortium calling the toss.

138

139 **SECTION 3 – VACANCIES.**

140

141 A vacancy in any principal office because of death, resignation, or removal,
142 disqualification, or otherwise, shall be filled by the Board of Directors, following the election
143 rules as outlined above, for the unexpired term.

144

145 **SECTION 4 – CHAIR.**

146

147 The Chair shall be the chief executive officer of the Consortium and shall supervise all of
148 the business and affairs of the Consortium. The Chair shall preside at all meetings of the
149 Consortium. The Chair may be authorized by the Board of Directors to sign, execute and
150 acknowledge on behalf of the Consortium, all deeds, mortgages, notes, bonds, contracts, leases,
151 reports and other documents or instruments necessary or proper to be executed in the course of
152 the business of the Consortium, or which have been duly authorized by a resolution or motion of
153 the Board of Directors.

154

155 **SECTION 5 – VICE CHAIR.**

156

157 In the absence of the Chair, or in the event of the Chair's death, inability or refusal to act,
158 the Vice Chair shall perform the duties of the Chair and when so acting will have the powers of,
159 and be subject to, all restrictions of the Chair.

160

161 **SECTION 6 – SECRETARY.**

162

163 The secretary of the Consortium shall keep the minutes of the meeting of the Board of
164 Directors in one or more books provided for that purpose; draw and sign all orders upon the
165 treasurer in the manner provided by s. 66.0607, Wisconsin Statutes, and keep a full account
166 thereof with the appropriate books; see that all notices are duly given in accordance with the
167 directions of the Board of Directors or as required by law. Make reports required from the
168 Consortium to agencies, commissions, departments or offices of the State of Wisconsin, or the
169 United States of America, unless the same is required to be filled in by the Chair or the treasurer;
170 and in general perform all duties incident to the office of the secretary and have such other duties
171 and exercise such authority from time to time as may be delegated or assigned to the secretary by
172 the Board of Directors.

173

174 If any of the above duties are fulfilled at the time of the meeting by a consortium
175 employee, the secretary shall oversee such recording.

176
177 The secretary of the Consortium shall attend all meetings of the Board of Directors, keep
178 a record of the proceeding and reduce records to written minutes and keep them as a permanent
179 record. In the absence of the secretary, the Board may designate one of the members to act as
180 secretary.

181
182 **SECTION 7 – TREASURER.**

183
184 The treasurer shall have charge and custody of and be responsible for all funds and
185 securities of the Consortium, receive and give receipts for monies due and payable to the
186 Consortium from any source whatsoever and deposit all such monies in the name of the
187 Consortium in such banks, trust companies or other depositories as shall be selected or
188 designated by the Board of Directors and disburse such funds from time to time in the manner
189 hereinafter provided and in general perform all the duties incident to the office of treasurer and
190 have such other duties and exercise such other authority as from time to time may be delegated
191 or assigned to the treasurer by the Board of Directors. The treasurer shall keep a detailed
192 account in suitable books in such manner as the Board of Directors shall direct.

193
194 If any of the above duties are fulfilled at the time of the meeting by a consortium
195 employee, the Treasurer shall oversee those duties.

196
197
198 **ARTICLE V – CONTRACTS, CHECKS, LOANS AND DEPOSITS**

199
200
201 **SECTION 1 – CONTRACTS.**

202
203 The Board of Directors may authorize the Consortium to enter into any contract or
204 execute and deliver any instrument in the name of or on behalf of the Consortium. Contracts of
205 the Consortium shall be in the name of the Consortium and shall be signed by its chairman and
206 its secretary.

207
208 **SECTION 2 – CHECKS, DRAFTS, OTHER ORDERS.**

209
210 All checks, drafts or other orders for the payment of money, notes or other evidence of
211 indebtedness issued in the name of the Consortium shall be signed by such officer or officers of
212 the Consortium in such a manner as shall from time to time be determined by or under the
213 authority of a resolution of the Board of Directors.

214

215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250

SECTION 3 – LOANS.

No loans shall be contracted on behalf of the Consortium and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may not be general, but must be confined to specific instances.

SECTION 4 – DEPOSITS.

The Board of Directors shall designate a public depository for all its accounts. All funds of the Consortium, not otherwise employed, shall be deposited from time to time to the credit of the Consortium in such banks, trust companies or other depositories as may be selected by and under the authority of the Board of Directors.

SECTION 5 – ACCOUNTING SYSTEM.

The Board of Directors shall maintain a system of accounting in conformity with generally accepted accounting methods appropriate for railroad utilities, but may adjust such accounting methods in order to facilitate reporting and accounting to a federal or state agency, if required. An annual audit shall be conducted in the manner provided by the Board of Directors and copies of such annual audit shall be furnished to the Clerk of each of the Counties hereunder.

ARTICLE VI – FISCAL YEAR

The fiscal year of the Consortium shall begin on the first day of January and end on the thirty-first day of December in each year.

ARTICLE VII – AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the directors at any annual or special meeting of the directors.

Additions are indicated in **Bold Underline**, deletions are indicated by ~~Single Strikethrough~~