

**Minutes of the
East Wisconsin Counties Railroad Consortium
Meeting of March 13, 2024**

East Wisconsin Counties Railroad Consortium Meeting was called to order by Chairman Thomas E. Winker on March 13, 2024, at approximately 10:00 a.m., at the Winnebago County Sheriff's Office, Richard Meyer Room, 4311 Jackson Street, Oshkosh, Wisconsin.

The Consortium rose to say the Pledge of Allegiance.

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: Char Holtan, Columbia County; Dave Frohling and Jeffrey Caine, Dodge County; Karen Madigan, Fond du Lac County; Shawn Rolland, Milwaukee County; Tom Winker, Ozaukee County; Jeff Schleif and Robert Hartwig, Washington County; and Donald Nussbaum and Howard Miller, Winnebago County.

Excused: John Zorn, Fond du Lac County; Dennis Mulder and Charlie Wielgosh, Green Lake County; Marty Wolf, Ozaukee County; and, Roger TeStroete and Al Bosman, Sheboygan County.

Others Present: Ben Mohlke and Mike Halsted, WisDOT; Kimberly A. Nass, Dodge County Corporation Counsel; and Kelly Lepple, Dodge County Corporation Counsel Office.

Introduction of Shawn Rolland from Milwaukee County: Chair Winker welcomed Shawn Rolland from Milwaukee County to the EWCRC and asked that everyone introduce themselves.

Public Comment: Chair Winker thanked Winnebago County for hosting the March 13, 2024, EWCRC meeting.

Approval of Draft Minutes of November 8, 2023: Motion by Schleif/Caine to approve the draft minutes of November 8, 2023. Motion carried.

Financial Report: Jeff Caine reported for the period ending February 29, 2024. The balance in the checkbook as of October 31, 2023, was \$1,001.79. Deposits – \$25,000.00, Expenditures – None, and Transfers – \$25,000.00. Total EWCRC money on deposit in the Local Government Investment Pool as of January 31, 2024, is \$1,080,142.83. The interest rate for January 2024 was 5.39%. There was an error on the Financial Report, the Transfer amount to the LGIP reads \$5,201.21, but should read \$25,000. The report will be updated with the correction. There was discussion about why Winnebago County only contributed \$25,000. Don Nussbaum will follow up with its Finance Department to submit the \$5,000 to make its 2023 contribution whole. There was discussion about why Milwaukee County only contributed \$25,000. Shawn Rolland stated that he will follow up with the County Board Chair to allocate \$5,000 to make its 2023 contribution whole. Motion by Caine/Nussbaum to approve the Financial Report as corrected. Motion carried.

Consider, discuss, and take possible action to amend the Bylaws of the EWCRC: There was consideration and discussion about changing the EWCRC Bylaws to allow for one of the two members of the Consortium to be a citizen member. Kim Nass provided a draft revised version that reflected changes to “Article II – Board of Directors, Section 2 – Directors and Term” of the Bylaws of the EWCRC. “In lieu of two (2) members from each of the Boards of Supervisors of the participating counties, one (1) of the two (2) members from each of the counties may be a citizen member with a demonstrated interest in freight rail. No more than one (1) citizen member from each participating county may be appointed to the Board of Directors.” Kim Nass explained the proposed changes. Motion by Madigan/Hartwig to approve the revisions to the Bylaws as presented. Motion carried. Kim Nass stated that she will finalize the Bylaws and email them to all of the member county clerks, chairs and/or executives and consortium members.

Harbor Assistance Program / DeLong Presentation – Mike Halsted: Mike Halsted, Harbors & Waterways Program Specialist for WisDOT, gave a PowerPoint presentation on The DeLong Company. In the fall of 2021, a groundbreaking was held in Milwaukee for the new DeLong agricultural maritime export facility. In July of 2023, DeLong celebrated the grand opening of the \$40 million agricultural maritime export facility, which is located on Jones Island. The facility will be one of the first on the Great Lakes to handle various agricultural commodities via truck, rail, and international vessel, including dried Distillers Grains with Solubles (DDGs). DDGs are an animal feed supplement derived as a byproduct of ethanol high in nutrients. This facility will open Wisconsin’s maritime and agricultural economies to new international markets for this and other products. Future service at the facility may also include the export of Wisconsin-grown soybeans, corn and grain. The facility was made possible by local, state, and federal grants and partnerships.

Mike Halsted also gave a PowerPoint presentation on the Harbor Assistance Program. In 1979, Wisconsin’s Legislature created the Harbor Assistance Program (HAP) to assist harbor communities along the Great Lakes and Mississippi River in maintaining and improving waterborne commerce. HAP continues to be a program with an excellent and proven return on investment for Wisconsin.

Report of WisDOT Railroads and Harbors: Ben Mohlke thanked Mike Halsted for his presentation. Mr. Mohlke handed out a draft of the Memorandum of Understanding between WisDOT, WSOR and the UP regarding the Janesville Bridge project. WisDOT would like the EWCRC to take formal action to approve the MOU at its next meeting of the EWCRC.

Report of WSOR: Ken Lucht was unable to attend the meeting but provided a written report to Kim Nass to report to the EWCRC. WSOR’s Year 2023 Production Totals: In 2023, WSOR installed approximately 20,832 ties, installed six miles of continuous welded rail, rebuilt eleven at-grade crossings, and rebuilt numerous small and major bridges. WSOR is currently constructing a multimillion-dollar locomotive shop. WSOR also installed three new turnouts in Janesville, in addition to the locomotive shop. WSOR also installed 3 signal upgrades that was 50% funded and upgraded a 1,600-foot rail relay of the Granville Pass from 75,000-pound rail to 90,000-pound rail. In 2023, WSOR spent an additional \$2 million in capital expenditures for track and structures.

Year 2024 Plan: In 2024, WSOR plans on installing approximately 42,775 ties, half of these are part of a state rehabilitation project between Waunakee and Devils Lake, renew 15 at-grade public crossings, rebuild numerous small and major bridges, including the Merrimac Bridge, complete the locomotive shop and tracks in Janesville, start the Phase II Reedsburg Rehabilitation project at milepost 149–171, and complete six signal projects to be 50% funded between WisDOT and WSOR.

Date, time, and place of next meeting (May 8, 2024): The next regular EWCR meeting will be held on May 8, 2024, at 10:00 a.m. Char Holten stated that Columbia County will host the meeting, to be held at the Columbia County Administration Building, located in Portage, Wisconsin.

Motion by Schleif/Caine to adjourn. Motion carried. Meeting adjourned at 11:20 a.m.

Respectfully submitted,

John Zorn, 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.

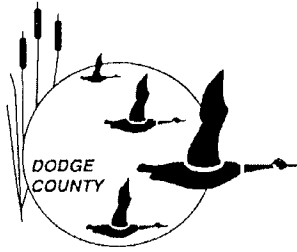
**EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM
FUNDS ON DEPOSIT AS OF MARCH 31, 2024**

**PREPARED FOR THE May 8, 2024, EWCRC MEETING
US BANK**

CHECKING ACCOUNT

Date/Activity	Total Amount Of Income/ Expenditures/ Transfers	Balance
Balance as of February 29, 2024.....	\$ 1,002.37
<u>DEPOSITS:</u>		
March 4, 2024 – WSOR 2024 1st Quarter Rent	\$ 5,201.21 (deposit)	
**Interest accrued for March 2024 (\$0.07)	\$ 0.07 (Interest)	
TOTAL DEPOSITS.....	\$ 5,201.28
<u>EXPENDITURES:</u>		
None.		
TOTAL EXPENDITURES	\$ 0.00
<u>TRANSFERS TO LOCAL GOVERNMENT INVESTMENT POOL:</u>		
March 4, 2024 – WSOR 2024 1st Quarter Rent	\$ 5,201.21 (EFT)	
TOTAL TRANSFERS.....	\$ 5,201.21
March 31, 2024 – BALANCE IN CHECKBOOK	\$ 1,002.44

TOTAL EWCRC MONEY ON DEPOSIT IN LOCAL GOVERNMENT INVESTMENT POOL	\$1,094,930.12	
(as of March 31, 2024)	(Interest Rate for March 2024 is 5.40%)	



DODGE COUNTY FINANCE DEPARTMENT

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

FINANCE DIRECTOR

Bo Dedeker
Bdedeker@co.dodge.wi.us

04/05/2024

DODGE COUNTY FINANCE COMMITTEE

Ed Benter, Chair
District11@co.dodge.wi.us
Nancy Kavazanjian
District15@co.dodge.wi.us
Karen Kuehl
district13@co.dodge.wi.us
Jeffrey Caine
district18@co.dodge.wi.us
Kira Sheahan-Malloy
District25@co.dodge.wi.us

To: Corporation Counsel

From: Makenzie A. Drays
Assistant Finance Director

Subject: EWCRC 2023 Financial Recordkeeping

For services related to East WI Railroad Consortium recordkeeping, accounting assistance.
Charges are \$900.00.

ASSISTANT

FINANCE DIRECTOR

Makenzie Drays
mdrays@co.dodge.wi.us

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

SENIOR ACCOUNTANT

Jennifer Krakow
jkrakow@co.dodge.wi.us
Nancy Kufahl
nkufahl@co.dodge.wi.us

Please feel free to contact me with any questions.

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

ADMINISTRATIVE ASSISTANTS

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

Thank you,

Makenzie A. Drays
Assistant Finance Director
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, 2023 through December 31, 2023

DESCRIPTION	AMOUNT
Legal, Administration and Attorney Fees 20.00 hours at \$84.87 per hour (Kim)	\$1,697.40
Office and Secretarial Services 47.50 hours at \$52.28 per hour (Kelly)	\$2,483.30
Photocopies – 9 at \$0.05 per copy	\$0.45
Faxing	\$0.00
Postage	\$5.67
Meals	\$0.00
Mileage	\$0.00
TOTAL:	\$4,186.82
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: 2016: \$ 3,219.81 2017: \$ 3,137.96 2018: \$ 3,565.79 2019: \$ 3,835.36 2020: \$ 3,015.82 2021: \$ 4,272.54 2022: \$ 5,547.40

Memorandum of Understanding

AMONG THE

WISCONSIN DEPARTMENT OF TRANSPORTATION,
UNION PACIFIC RAILROAD COMPANY,
WISCONSIN AND SOUTHERN RAILROAD,
WISCONSIN RIVER RAIL TRANSIT COMMISSION,
EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM,
PECATONICA RAIL TRANSIT COMMISSION

Janesville Bridges and Track Restoration Project

RAISE grant program

FY 2024

Prepared pursuant to 49 U.S.C. § 22905(c)(1)

This MEMORANDUM OF UNDERSTANDING ("MOU") is by and among the State of Wisconsin Department of Transportation, hereinafter referred to as the "STATE," Union Pacific Railroad Company, hereinafter referred to as the "UP," Wisconsin and Southern Railroad, hereinafter referred to as the "WSOR", the Wisconsin River Rail Transit Commission, hereinafter referred to as the "WRRTC," the East Wisconsin Counties Railroad Consortium, hereinafter referred to as the "EWCRC," and the Pecatonica Rail Transit Commission "PRTC." The STATE, UP, WSOR, WRRTC, EWCRC, and the PRTC are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, STATE owns right-of-way along the Madison Subdivision which is adjacent to the Janesville Industrial Lead over the Rock River in Janesville and is the grantee and a funding partner; and

WHEREAS, UP owns right-of-way along the Janesville Industrial Lead which is adjacent to the Madison Subdivision over the Rock River in Janesville; and

WHEREAS, the WRRTC owns bridge and track infrastructure along the Madison Subdivision over the Rock River in Janesville and is a funding partner; and

WHEREAS, the WSOR operates over the tracks and is partially funding the project; and

WHEREAS, the PRTC is a funding partner for the project; and

WHEREAS, the EWCRC is a funding partner for the project; and

WHEREAS, the Parties propose to rehabilitate bridge and track infrastructure within UP's Janesville Industrial Lead and the STATE's Madison Subdivision at the location described above and as further shown on the location map marked Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, the STATE proposes rehabilitation pursuant to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program FY 2021 Janesville Bridges and Track Restoration Project on approximately one-quarter (0.25) mile of infrastructure, which the Parties anticipate will facilitate increased carload capacity, increased economic competitiveness and resiliency, and prevent future closures of currently operational UP bridges adjacent to proposed improvements; and

WHEREAS, the Parties have discussed the foregoing issues and agree in principle to the matters herein set forth, subject to the negotiation, execution, and delivery of the necessary definitive and binding agreements regarding the same; and

WHEREAS, the STATE shall ensure that where appropriate, there is full compliance with the liability requirements contained in 49 U.S.C. § 28103; and

WHEREAS, the STATE enters into this MOU pursuant to Wis. Stat. sec. 85.06; and

WHEREAS, the Parties set forth herein their understanding regarding the above-described projects.

A. PROPOSED INFRASTRUCTURE IMPROVEMENTS

1) Janesville Bridges and Track

a. The scope of work includes the rehabilitation, removal, and replacement of various components of five (5) bridges along with the replacement of cross tie, track surfacing, and shoulder/fill bank stabilization approaching each of the five structures and UP-WSOR junction trackwork associated with removal, shifting, and constructing track such that it meets the demands of the primary freight movement per current operations, herein referred to as the Project. Specific improvements include:

- i. Structure W141 (over N Franklin Street, DOT# 177811P): Replace existing superstructure, encase bearing shafts and rehabilitate pier,
- ii. Structure W142 (over N River Street, DOT# 177811G): Reconstruct existing structure, replace deck span and encase bearing shafts,
- iii. Structure W143 (over Rock River): Replace spans, rehabilitate spans, steel span repairs, new wing walls, rehabilitate structural concrete and replace Ballast Deck,
- iv. Structure W144 (over N Main Street, DOT# 177813D): Replace existing structure, new steel pile foundation,
- v. Structure W145 (over N Parker Drive [US-51], DOT# 177814K): Rehabilitate existing structure, repair cracks and floor closure plates, and

- vi. Track work: rehabilitate track between and including structures W141 and W145.
- b. The Parties anticipate the Project will result in the following benefits:
 - i. Increasing carload capacity from 263,000 to 286,000 pounds, allowing for industry standard loads and increased efficiency; and enabling over 100 rail businesses across the Midwest to fully load railroad cars to 286,000 lbs.
 - ii. Increasing economic competitiveness and resiliency of the rural area by maintaining and improving an active freight corridor.
 - iii. Preventing future closures of the currently operational UP bridges which would result in customers having to transport goods by truck. As a result, emissions, the risk of crashes, cost of goods transport, and the cost and frequency of pavement repair needed on local roads and the National Highway System would all increase.
- c. The improvements included in the Janesville Bridges and Track Restoration project must be constructed in compliance with the following: (1) all applicable laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act of 1990, 42 U.S. Code §12101 et seq, as amended ("ADA"), U.S. Department of Transportation regulations (49 CFR Part 37), and Federal Railroad Administration ("FRA") guidance relating to passenger platforms; and (2) any impacted UP and/or WSOR standards and specifications for track and structures adjacent to the freight railroad's right-of-way.

B. PROJECT AGREEMENTS

- 1) The Parties anticipate the agreements for the Janesville Bridges and Track Restoration Project will contain the following provisions:
 - a. The STATE will provide oversight of the Project, assisting WSOR with bidding and contractor selection. The STATE and UP will review design plans in a timely manner consistent with the final project schedule and inspect construction to verify standards are met and the scope of work is completed.
 - b. WSOR will lead the design and construction, selecting and managing the contractor.
 - c. Construction is expected to begin by January 2026.
 - d. Pursuant to the revised schedule of work, WSOR will begin work in 2024 but will not be incurring costs until 2025.
 - e. WSOR will have temporary and limited access to the UP Anderson pass from the East Switch (42.705013, -89.024026) to the West Switch (42.713347, -89.018992).

Janesville Bridges and Track Restoration Project
 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program FY 2024
 City of Janesville, Rock County

f. Substantial project completion expected by July 2027.

2) The Parties anticipate the following breakdown of funding, and agree any budget overruns will be split between WisDOT, WSOR and the Parties:

Funding Source	Funding Amount	Funding Percentage	Funding Type	Funding Restrictions
RAISE Grant	\$6,768,420	59.4%	RAISE	No restriction (in accordance with NOFO)
WisDOT	\$2,324,000	20.6%	Non-Federal (State)	No restrictions
WSOR	\$1,259,735	11.2%	Non-Federal (Private)	No restrictions
EWCRC	\$450,000	4.0%	Non-Federal (Local)	No restrictions
WRRTC	\$377,745	3.3%	Non-Federal (Local)	No restrictions
PRTC	\$100,100	0.9%	Non-Federal (Local)	No restrictions
Total	\$11.28M	100.0%		

- C. The Parties acknowledge and agree that the intentions stated herein are non-binding and that no Party shall have any binding, legal obligation hereunder unless and until the necessary definitive agreements incorporating the understandings contained in this MOU have been executed and delivered by the Parties. The Parties agree to negotiate in good faith the terms of the definitive agreements.
- D. This MOU shall be in effect as of the date of last signature below and shall remain in effect until those definitive agreements as discussed within this MOU are completed and executed by the Parties or until terminated by any Party on sixty (60) days' prior written notice to the other Parties. Should the Parties fail for any reason to agree and execute any such definitive agreements, the Parties shall have no further obligation whatsoever towards one another with respect to the subject matter of this MOU.
- E. This MOU may be modified only by a written instrument executed by the Parties.
- F. This MOU may be executed in counterparts, each of which when executed by the Parties will be deemed to be a complete original MOU. An electronic or facsimile copy of the executed MOU or counterpart will have the same legal force and effect as an original document.
- G. Any obligations required by the STATE under this MOU are subject to and contingent upon continued legislative appropriation of the funds to the STATE in order for the STATE to perform herein. Any party may terminate this MOU without fault due to a lapse in appropriations after providing not less than thirty (30) days' notice to all parties to this MOU. It is further understood by all parties that financial commitments have been made in order to secure a federal RAISE grant and all parties ought to act in good faith to maintain those financial commitments in accordance with the funding strategy and forthcoming Grant Agreements.
- H. Pursuant to Wisconsin Statute section 16.765(2), in connection with the performance of work

under this MOU, the STATE, UP, WSOR, EWCRC, WRRTC, and PRTC agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute section 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the STATE, UP, WSOR, EWCRC, WRRTC, and PRTC further agree to take affirmative action to ensure equal employment opportunities. The STATE, UP, WSOR, EWCRC, WRRTC, and PRTC agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the STATE, UP, WSOR, EWCRC, WRRTC, and PRTC setting forth the provisions of this nondiscrimination clause.

- I. Nothing in this MOU shall be deemed a waiver of the STATE's sovereign immunity consistent with Wisconsin law.

(Signature pages follow)

Janesville Bridges and Track Restoration Project
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program FY 2024
City of Janesville, Rock County

SIGNATORIES:

WISCONSIN DEPARTMENT OF TRANSPORTATION (STATE)

BY: _____

Date: _____

Justin Shell

DTIM Division Administrator



Janesville Bridges and Track Restoration Project
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program FY 2024
City of Janesville, Rock County

SIGNATORIES:

UNION PACIFIC RAILROAD COMPANY (UP)

BY: _____
Liisa Lawson Stark
VP Public Affairs

Date: _____

Janesville Bridges and Track Restoration Project
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program FY 2024
City of Janesville, Rock County

SIGNATORIES:

WISCONSIN AND SOUTHERN RAILROAD (WSOR)

BY: _____

Date: _____

Aaron Dean
General Manager

SIGNATORIES:

EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM (EWCRC)

BY: _____

Date: _____

Thomas Winker
Consortium Chairman

WISCONSIN RIVER RAIL TRANSIT COMMISSION (WRRTC)

BY: _____

Date: _____

Alan Sweeney
Commission Chairman

PECATONICA RAIL TRANSIT COMMISSION (PRTC)

BY: _____

Date: _____

Harvey W. Kubly
Commission Chairman