

**EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM
FUNDS ON DEPOSIT AS OF OCTOBER 31, 2023**

**PREPARED FOR THE NOVEMBER 8, 2023, EWCRC MEETING
US BANK**

CHECKING ACCOUNT

Date/Activity	Total Amount Of Income/ Expenditures/ Transfers	Balance
Balance as of August 31, 2023.....	\$ 1,001.57

DEPOSITS:

October 30, 2023 – WSOR 2023 4th Quarter Rent \$ 5,201.21 (deposit)

**Interest accrued for September (\$0.12), and October (\$0.10), 2023 \$ 0.22 (Interest)

TOTAL DEPOSITS..... **\$ 5,201.43**

EXPENDITURES:

None.

TOTAL EXPENDITURES **\$ 0.00**

**TRANSFERS TO LOCAL GOVERNMENT
INVESTMENT POOL:**

October 30, 2023 – WSOR 2023 4th Quarter Rent \$ 5,201.21 (transfer)

TOTAL TRANSFERS..... **\$ 5,201.21**

October 31, 2023 – BALANCE IN CHECKBOOK **\$ 1,001.79**

**TOTAL EWCRC MONEY ON DEPOSIT IN LOCAL
GOVERNMENT INVESTMENT POOL \$1,030,996.01
(as of September 30, 2023)**

**Minutes of the
East Wisconsin Counties Railroad Consortium
Meeting of September 13, 2023**

East Wisconsin Counties Railroad Consortium Meeting was called to order by Vice Chair Jeff Schleif on September 13, 2023, at approximately 10:00 a.m., at the Dodge County Administration Building Auditorium, 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: Char Holtan, Columbia County; Dave Frohling and Jeffrey Caine, Dodge County; Karen Madigan, Fond du Lac County; Dennis Mulder and Charlie Wielgosh, Green Lake County; Marty Wolf (via Teams), Ozaukee County; Jeff Schleif and Robert Hartwig, Washington County; and Donald Nussbaum and Howard Miller, Winnebago County.

Excused: John Zorn, Fond du Lac County; Milwaukee County; Thomas E. Winker, Ozaukee County; and, Roger TeStroete and Al Bosman, Sheboygan County.

Others Present: Ken Lucht, WSOR; Lisa Stern and Ben Mohlke, WisDOT; Heather Graves and Don Vruwink, Office of the Commissioner of Railroads; Don Pohlman, Mayor of the City of Plymouth; Dick Bemis; Becky Glewen, Land Resources and Parks Department; Kimberly A. Nass, Dodge County Corporation Counsel; and Kelly Lepple, Dodge County Corporation Counsel Office.

The Consortium rose to say the Pledge of Allegiance.

Public Comment: Don Vruwink introduced himself as the new Commissioner of Railroads since March of 2023. Don Pohlman, Mayor of the City of Plymouth, introduced himself and thanked everyone on the EWCRC for their interest in the railroad and freight rail.

Approval of Draft Minutes of March 8, 2023: Motion by Mulder/Hartwig to approve the draft minutes of March 8, 2023. Motion carried.

Financial Report: Jeff Caine reported for the period ending January 31, 2023. The balance in the checkbook as of February 1, 2023, was \$1,000.20. Deposits – \$245,403.99, Expenditures – \$6,397.40 and Transfers – \$239,005.22. Total EWCRC money on deposit in the Local Government Investment Pool as of July 31, 2023, is \$1,021,872.25. Motion by Caine/Madigan to approve the Financial Report. There was discussion about why Winnebago County only contributed \$25,000. Kim Nass explained that Winnebago County is on a two-year budget cycle and did not have \$30,000 budgeted for 2023. Don Nussbaum stated that this was brought up at a County Board meeting and it was the consensus of the Board that the money would be taken from somewhere else. Don Nussbaum will follow up with its Finance Department to submit the \$5,000 to make its 2023 contribution whole. Motion carried.

Consider, discuss and take action on level of funding by member counties for 2024: There was consideration of and discussion about the level of funding for member counties for 2024. Motion by Madigan/Holtan that the Board of Directors of the EWCRC recommend that each member county budget \$30,000 for its 2024-member county contribution to the EWCRC. Kim Nass informed the Consortium that Milwaukee County has not made their 2023-member county contribution. Kim Nass stated that she will contact Milwaukee County and ask them to submit their 2023-member county contribution. Motion carried.

Report of WisDOT Railroads and Harbors: Lisa Stern introduced Ben Mohlke, WisDOT's new Freight Rail Manager. Mr. Mohlke introduced himself and stated that he is excited to work for WisDOT. Mr. Mohlke will be attending EWCRC meetings on behalf of WisDOT. WisDOT also hired Scott Edmundson as the new Real Estate Specialist. Lisa Stern provided an update on the Janesville Bridge project. A Memorandum of Understanding between WisDOT, WSOR and the UP has been drafted and being reviewed by the legal department. There is a general consensus between the two railroads and WisDOT on moving forward with the Janesville Bridge project. Lisa Stern provided an update on the Delong project and will ask Mike Halstead to give a presentation on the Delong harbor project at the next EWCRC meeting.

Consider, discuss, and take action on the EWCRC Local Government Investment Pool Account: There was consideration and discussion about the EWCRC Local Government Investment Pool Account. Motion by Caine/Schleif to retain EWCRC funds in the EWCRC Local Government Investment Pool Account. Motion carried.

Consider, discuss, and take action on WSOR Rent: Jeff Schleif reported that according to the Agreement between WSOR and the EWCRC, the rate per mile shall be adjusted every five years, and the rate per mile has not been adjusted since 2014. When an adjustment to the rate per mile is to be made, it shall be made in the month of January and the rate per mile shall be calculated by increasing or decreasing the rate per mile which was in effect during the previous calendar year in proportion to the change in the Consumer Price Index over the five-year period ending on December 31 of the previous calendar year. Motion by Hartwig/Holtan to direct Kim Nass to make the adjustment to the WSOR rent in January of 2024, in accordance with the terms of the Agreement between WSOR and the EWCRC. Motion carried.

Consider, discuss, and take action on potential closure of Sunny Knoll Road rail grade crossing located in the Town of Metomen, Fond du Lac, County, Wisconsin: Heather Graves, from the Office of the Commissioner of Railroads, stated that a verification inspection at Sunny Knoll Road has been completed and it appears that all of the work requested has been completed. Ms. Graves further reported that the Railroad Commissioner approved lights and gates to be installed at the Brandon Road railroad crossing.

Presentation on Rails to Trails: Lisa Stern gave a PowerPoint presentation on Rails to Trails program in Wisconsin. The Rails to Trails program preserve the corridors for future rail use. The trail must be maintained in a way to preserve the rail corridor. WisDOT petitions on behalf of the DNR or County or municipality to the Surface Transportation Board with a Statement of Willingness to Accept Financial Responsibility of the corridor. A corridor is not an abandoned railroad.

Report of WSOR: Ken Lucht provided a handout showing how the maintenance and capital expenditure dollars will be spent in 2023. The handout depicted the number of ties and continuous welded rail that will be installed, the at grade crossing projects that will be upgraded, and the bridge rehabilitation projects. WSOR will spend approximately \$12 million in 2023.

Ken Lucht reported that WSOR has completed weed spraying for 2023. WSOR is still working on brush spraying over the entire network to preserve the life of the ties. The Crawford to Bridgeport continuous welded rail project is complete.

Merrimac Bridge: WSOR received a federal grant of approximately \$7 million to rehabilitate the Merrimac Bridge. This is approximately a \$20 million project, and the rest of the project will be funded by the State of Wisconsin, WSOR, and several counties that are served by the Merrimac Bridge. Michels is the contractor for the project and are in Phase 3 of rehabilitation project, which is to change out 14 spans on the bridge, and 10 of the 14 spans have been changed out. In 2024 Michels will change out the rest of

the spans. Once that is complete, WSOR will be able to upgrade the rating on the bridge to 286,000-pound railcars. There will be some touch up work and quality control work going into 2025 but should be running 286,000-pound railcars by next summer. This project will be completely done by 2025.

Amtrak: On August 29, 2023, WSOR had a meeting with Amtrak regarding passenger rail. Amtrak is targeting a couple of corridors that the WSOR operates. One corridor is by Madison and one by Fox Valley. If the Federal Railroad Administration (FRA) admits a couple of corridors on the WSOR into their corridor ID program, then the WisDOT can start expending funds on engineering and design on those corridors. Ken will keep the Consortium updated on what the FRA decides. The FRA is expected to make that announcement in November of 2023.

United Cooperative: United Cooperative in Oshkosh has built its track expansion and are now shipping 110-pound units of grain to the port in Chicago. United Cooperative in Horicon is looking into expanding its track as well. United Cooperative is building a brand-new facility in Waupun on the west side of STH 151 and will be shipping grain and soybeans. This facility will be a grain elevator at first and then going to be expanded to a soybean processing facility. The track contractor will start building track in the next couple of weeks. The track should be complete before winter. United Cooperative in Waupun is looking at the third quarter of 2024 to start shipping by rail.

Oshkosh Terminal: WSOR off loads and on loads military vehicles at Oshkosh Defense. WSOR is looking at transloading some nuclear waste, and transloading some aggregate, as well as fertilizer.

City of Ripon: WSOR is working with the City of Ripon to repair a series of crossings. The crossing rehabilitation projects are about 90 percent complete.

City of West Bend: WSOR recently acquired a new rail line in the City of West Bend. It is an extension of the WSOR network from Milwaukee to West Bend. WSOR is learning the business portfolio on that line and what capabilities they have in the City of West Bend. WSOR is having active conversations with the City of West Bend regarding its zoning code and WSOR's limitations.

Beeline: WSOR reported that the fence has been completely relocated, WSOR is now the owner of the scale, and has access to the road. WSOR is working with a plastic customer to start doing some transloading there using that scale and using that road. WSOR thanked the Consortium for its help in making this happen.

WSOR Locomotive Shops: WSOR recently built a new 15,000 square foot locomotive shop in Janesville. The new locomotive shop replaces the 115-year-old Janesville roundhouse locomotive shop that was originally built for steam engines. Today's locomotives do not fit in the roundhouse and the old shop is falling apart and the bathroom facilities are not compliant with local laws and ordinances. The new locomotive shop is going to manage and maintain all of WSOR's locomotive fleet of 43 locomotives. WSOR invested \$5.5 million to build the new locomotive shop.

Ken Lucht stated that he will be attending the Ozaukee County Executive Committee Meeting on October 2, 2023, to talk about its partnership with WSOR, to report on 2023 activities, and to report on the outlook for 2024.

Janesville Bridges: The FRA granted \$6.7 million to rehabilitate the Janesville bridges. WSOR recently found out that they do not need to buy or lease the bridges to invest public dollars in them. WSOR has trackage rights over the bridges and that is sufficient for having a public interest in the Janesville bridges. WSOR has been working with UP to come to general terms on how they are going to operate over them and how they are going to repair the bridges. WisDOT is drafting a Memorandum of Understanding and will provide it to the WSOR and UP soon for review.

Date, time, and place of next meeting (November 8, 2023): The next regular EWCRC meeting will be held on November 8, 2023, at 10:00 a.m. Dodge County will host the meeting, to be held at the Dodge County Administration Building, located in Juneau, Wisconsin.

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

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BYLAWS OF THE
EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM

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 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.

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.

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48 **SECTION 6 – MANNER OF ACTING.**
49

50 The act of the majority of the Directors present at a meeting at which a quorum is present
51 shall be the act of the Board of Directors, unless the act of a greater number is required by law.
52

53 **SECTION 7 – COMPENSATION.**
54

55 The compensation and reimbursement for members of the Board of Directors shall be
56 determined and paid by each participating County as to its own representatives to the Board.
57

58 **SECTION 8 – COMMITTEES.**
59

60 The Chair of the Board of Directors may, with the approval of the Board of Directors,
61 from time to time appoint such committees and assign such duties to said committees as may be
62 necessary for the good of the Consortium.
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64 The time and method of the reports of such committees shall be established by the Chair
65 at the time the committees are appointed.
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68 **ARTICLE III – MEETINGS**
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71 **SECTION 1 – ANNUAL MEETING.**
72

73 The annual meeting of the Consortium shall be held in conjunction with the July meeting
74 of the Board of Directors.
75

76 **SECTION 2 – REGULAR MEETINGS.**
77

78 The regular meeting date of the Board of Directors shall be decided by the board at the
79 annual meeting, however, the Board of Directors may vote to omit specific monthly meetings if
80 there is not sufficient business to come before such meeting. The Board may vote to leave it to
81 the discretion of the Chair to omit one or more regular monthly meetings.
82

83 **SECTION 3 – SPECIAL MEETINGS.**
84

85 A special meeting of the Board of Directors may be called upon ten (10) days written
86 notice as to the time and place of said meeting from the Chair or from the secretary, or from any
87 three (3) members of the Board of Directors.
88

89 **SECTION 4 – OPEN MEETING LAW.**
90

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

93 **SECTION 5 – PLACE OF MEETING.**

94
95 The Board of Directors may designate any place within any of the nine member counties
96 of the Consortium as the place of meeting for any annual meeting or for any regular meeting, or
97 any special meeting called by the Board of Directors. If no special designation is made by the
98 Board of Directors, the regular meeting place of the Board of Directors shall be the County
99 Board Room located in Dodge County, Wisconsin.

100
101 **SECTION 6 – REMOTE ATTENDANCE.**

102
103 A member may attend a regular meeting or a properly called and noticed special meeting
104 remotely provided that the member notifies the Recording Secretary at least 24 hours in advance
105 of said meeting and the Place of Meeting (host site) has technology available to facilitate remote
106 attendance. Members attending remotely will be allowed to participate, debate and vote on all
107 matters properly before the Consortium. Members are permitted not more than three (3) remote
108 meetings per calendar year. Presiding officer shall be physically present at place of meeting.

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111 **ARTICLE IV – OFFICERS**

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114 **SECTION 1 – NUMBER.**

115
116 The principal officers of the Consortium shall be a Chair, a Vice Chair, a Secretary and a
117 Treasurer. Such other officers as may become necessary may be appointed by a vote of the
118 Board of Directors at a properly convened meeting of the Board of Directors.

119
120 **SECTION 2 – ELECTION, TERM OF OFFICE AND SUCCESSION.**

121
122 The officers of the Consortium shall be elected by the Board of Directors at the annual
123 meeting in even-numbered years. If the election of officers is not held at such meeting, such
124 election shall be held as soon thereafter as is convenient. Each officer shall hold office until his
125 successor shall have been duly elected or until he shall resign or have been removed in the
126 manner herein provided.

127
128 The Chair, Vice Chair, Secretary, and Treasurer shall be elected for two-year terms and
129 may succeed themselves.

130
131 The Chair, Vice Chair, Secretary, and Treasurer shall not represent the same county.

132
133 In the event of a tie vote, the winner will be determined by the toss of a coin with the
134 more senior member of the consortium calling the toss.

136
137 **SECTION 3 – VACANCIES.**
138

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

143 **SECTION 4 – CHAIR.**
144

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

153 **SECTION 5 – VICE CHAIR.**
154

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

159 **SECTION 6 – SECRETARY.**
160

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

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

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

180
181 **SECTION 7 – TREASURER.**
182

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

193 If any of the above duties are fulfilled at the time of the meeting by a consortium
194 employee, the Treasurer shall oversee those duties.
195
196

197 **ARTICLE V – CONTRACTS, CHECKS, LOANS AND DEPOSITS**
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200 **SECTION 1 – CONTRACTS.**
201

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

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

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

214 **SECTION 3 – LOANS.**
215

216 No loans shall be contracted on behalf of the Consortium and no evidence of
217 indebtedness shall be issued in its name unless authorized by or under the authority of a
218 resolution of the Board of Directors. Such authorization may not be general, but must be
219 confined to specific instances.
220

221
222 **SECTION 4 – DEPOSITS.**
223

224 The Board of Directors shall designate a public depository for all its accounts. All funds
225 of the Consortium, not otherwise employed, shall be deposited from time to time to the credit of
226 the Consortium in such banks, trust companies or other depositories as may be selected by and
227 under the authority of the Board of Directors.
228

229 **SECTION 5 – ACCOUNTING SYSTEM.**
230

231 The Board of Directors shall maintain a system of accounting in conformity with
232 generally accepted accounting methods appropriate for railroad utilities, but may adjust such
233 accounting methods in order to facilitate reporting and accounting to a federal or state agency, if
234 required. An annual audit shall be conducted in the manner provided by the Board of Directors
235 and copies of such annual audit shall be furnished to the Clerk of each of the Counties hereunder.
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238 **ARTICLE VI – FISCAL YEAR**
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241 The fiscal year of the Consortium shall begin on the first day of January and end on the
242 thirty-first day of December in each year.
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244
245 **ARTICLE VII – AMENDMENTS**
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247
248 These bylaws may be altered, amended or repealed and new bylaws may be adopted by
249 the directors at any annual or special meeting of the directors.