



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MAYOR: Laurie Elliott
COUNCIL: Kevin Chapdelaine
Tom Ingemann
Marvin Taylor
Bill Sumner

City Administrator: Joe Hatch
Supt. of Public Works: Matt Yokiell
Fire Chief: Steven Wiley
Asst. to the City Admin: Travis Brierley
Law Enforcement (WCSO): Bill Harrell

CITY COUNCIL AGENDA
June 1, 2023- 5:30 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. PUBLIC COMMENTS - Visitors may share their concerns with the City Council on any issue, which is not already on the agenda, under Public Comments. Please give your name, address and your concern or comments. Each person will have 3 minutes to speak. Your comments must be addressed exclusively to the Mayor and City Council, not to any individual Council or staff member. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Council. No action will be taken at this time.
6. ADOPT CONSENT AGENDA – All items listed under this section are considered routine and non-controversial by the Council and will be approved by a single motion. An item may be removed from the consent agenda and discussed if a Council member, staff member, or citizen so requests.
 - A. Minutes- May 4, 2023 Council Workshop
 - B. Minutes- May 18, 2023 Regular Council
 - C. List of Bills – \$133,478.17
 - D. **Resolution No. 2023-29-** Joining the Great River Rail Commission Joint Powers Board
7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT
8. FIRE CHIEF'S REPORT
9. ENGINEER'S REPORT
10. SUPERINTENDENT OF PUBLIC WORKS REPORT
 - A. Ice Rink Lighting
11. ADMINISTRATION REPORT
 - A. Performance Review (Closed Session)
12. MAYOR AND COUNCIL REPORTS
13. ADJOURNMENT



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COUNCIL WORKSHOP MINUTES

May 4, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Workshop to order at 6:37 p.m. on May 4, 2023.

2. ROLL CALL

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Bill Sumner.

Not Present (0): None.

3. CAPITAL IMPROVEMENT PLANNING UPDATE

City Engineer Jon Herdegen presented updates to the Capital Improvement Plan (CIP) regarding streets and underground utilities. The CIP is updated through the use of Geotechnical Information Software (GIS). Updates include labeling priorities based on types of projects. The different types of projects include surface and utility replacement needs up to full reconstruction of the street. The goal of the updates is to provide improved information to the City Council as future street projects are prioritized and brought forward for consideration. Prioritization encompasses the condition and the cost of replacement. Currently there is about twenty projects that have been identified in varying need and condition. The project costs for all identified projects is approximately \$40-million dollars.

Engineer Herdegen informed Council how the information included in the GIS tool identifies more than just the condition of the infrastructure. The GIS tool has been updated with historical data to include previous projects and watermain breaks. The prioritization list will aid in the city's ability to apply for future grants by having an overall prioritization list and a prioritization list by category.

The Council discussed potential options to publicize the GIS information and the CIP. A simpler version would be necessary to avoid confusing residents on how to understand the data entered in the GIS. Staff will discuss different ideas on how to achieve greater transparency in the overall planning process.

4. FUTURE MEETING AGENDA ITEMS

City Administrator Joe Hatch informed the Council he had a conversation with Fire Chief Steve Wiley to discuss emergency response and planning as a result of the recent winter storm. Administrator Hatch and Superintendent of Public Works Matt Yokiell provide a high-level overview of a potential trail connection to a future park along Cedar Lane. Superintendent Yokiell has been engaged in conversations with the National Parks Service about grant funding to make park improvements. The result of those conversations has shown positive results. Once grant opportunities are available, the Council will be updated. Mayor Elliott requested to have the American Rescue Plan Act monies presented at a future Council meeting.

5. ADJOURNMENT

Mayor Elliott adjourned the City Council Workshop at 7:20 p.m. on May 4, 2023.

Respectfully Submitted:

Travis Brierley, Assistant to the City Administrator

Reviewed by Jill Thiesfeld, Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor



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CITY COUNCIL MEETING MINUTES May 18, 2023

1. CALL TO ORDER

Mayor Elliott called the City Council Meeting to order at 5:30 p.m. on May 18, 2023.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present (5): Mayor Laurie Elliott, Council Member Kevin Chapdelaine, Council Member Tom Ingemann, Council Member Marvin Taylor, and Council Member Bill Sumner.

Not Present (0): None.

4. ADOPT AGENDA

Member Sumner motioned to adopt the agenda. Seconded by Member Chapdelaine. Approved 5-0.

5. PUBLIC COMMENTS

Anita Wasmundt, residing at 1480 10th Avenue, address the Council. Ms. Wasmundt commented on a prior infrastructure project for relieving standing water south of the 10th Avenue Pond. Mayor Elliott suggested Ms. Wasmundt share her ideas with the City Administrator, Joe Hatch. City Engineer Jon Herdegen responded with a history of the project.

6. ADOPT CONSENT AGENDA

- A. Minutes- April 20, 2023 Council Workshop
- B. Minutes- May 4, 2023 Regular Council
- C. Chicken Permit- 1655 2nd Ave
- D. Chicken Permit- 1540 Wild Ridge Ct N
- E. Resolution No 2023-28- Liquor Licenses 2023/2024
- F. List of Bills- \$171,736.82
- G. Financial Statement- April 2023

Member Ingemann motioned to adopt the Consent Agenda. Seconded by Member Chapdelaine. Approved 5-0.

7. WASHINGTON COUNTY SHERIFF'S OFFICE REPORT

Washington County Sheriff's Deputy Sergeant Bill Harrell reminded the public to slow down as kids are outside and on bikes.

Administrator Hatch stated he attended a peace officers memorial ceremony in Washington County with Sergeant Harrell and thanked all the peace officers for their work.

8. FIRE CHIEF'S REPORT

Fire Chief Steve Wiley had no formal report.

9. ENGINEER'S REPORT

A. Resolution No 2023-25- Allowing Assessments of Private Sewer Laterals

Engineer Herdegen informed the Council the Resolution No. 2023-25 allows residents the option to extend the liner further up the lateral to their home and have the costs assessed to their property taxes. Mayor Elliott summarized prior Council discussions for this item.

Member Ingemann motioned to adopt Resolution No. 2023-25 – Allowing Assessments of Private Sewer Laterals. Seconded by Member Chapdelaine. Approved 5-0.

B. Ordinance No 2023-03- Reduction of Clear Water in the sanitary sewer system

Engineer Herdegen stated he revised Ordinance 34-16, Reduction of clear water into the sanitary sewer system. Engineer Herdegen explained that language was added which allows the city to use the televised inspections from the lining project for five years as well as granting 10-year waivers to residents who complete additional lining for the point-of-sale requirements. The draft ordinance is included in the packet. Mayor Elliott inquired about the five-year and ten-year certification differences. Engineer Herdegen explained if residents go through the normal process to get their lines televised for the point-of-sale requirement and it passes, they will receive a 10-year certification. For the parcels included in this project, the city can use the televised videos within five years for preparation of a 10-year point of sale certification.

Member Chapdelaine motioned to adopt Ordinance No. 2023-03 as amended and explained by staff. Seconded by Member Taylor. Approved 5-0.

Engineer Herdegen gave Council an update on the lateral lining project. The contractor is almost finished televising and has sent the city the first batch of videos. There are intrusions, roots, and cracks which the contractor expected. The city will look at these videos and share them with property owners. A project newsletter is being mailed to residents and they should receive that information early next week. The project website has been updated which includes an interactive map, FAQ's, a timeline, etc. The deadline for residents who wish to do additional lining is June 30. Mayor Elliott reminded the public that this project is partially funded by a 2-million-dollar grant from the state. The intention and purpose of this project is to reduce the amount of storm and ground water getting into our sanitary sewer.

Engineer Herdegen gave Council an update on the County Road 38 Trail. The county had opened bids and the bids came in under the engineers estimate which was great news. This means the city's estimated cost should be going down as well. More information will be hopefully provided in June.

10. SUPERINTENDENT OF PUBLIC WORKS REPORT

Superintendent of Public Works Matt Yokiell stated they are working with the Watershed to install a grit chamber at 16th Street and Cedar Lane. The structure is being installed on Tuesday, so there could be disruption in the area. The purpose of the chamber is to separate sediment and keep it from entering the river. Superintendent Yokiell stated the vac truck that was a partnership with the Watershed and St. Paul Park is expected to arrive tomorrow. The river is going back up and is currently about five feet below the crest from two weeks ago. It is expected to rise two feet over the next few days to a week. Residents should be aware the water is moving fast and to be careful. Superintendent Yokiell stated they have a date for the abatement of the asbestos in the Cedar Lane property the city recently purchased as well as a date to seal the well.

Mayor Elliott stated the city's share for the vac truck is approximately \$100,000 and is being paid with federal dollars received from the American Rescue Plan Act (ARPA). The Watershed's cost share for the vac truck is over \$350,000.

Superintendent Yokiell stated the Federal Emergency Management Agency (FEMA) declared an emergency for the April 1st storm. The city will be submitting for reimbursements. Our main costs include labor, fuel, and equipment hours.

Member Sumner inquired about the compost site. Superintendent Yokiell stated the compost site is open regular hours but is no longer free. Residents can pick up free woodchips behind public works Monday through Friday from 7am – 3pm, but you must load yourself.

11. ADMINISTRATION REPORT

City Planner Nathan Fuerst presented the Conditional Use Permit (CUP) amendment request for bioLawn and the CUP request for Kor Fitness. The three parcels include 1144 Hastings Avenue, 1139 Tibbets Place, and 862 12th Street. The zoning is MX-3 general mixed use. bioLawn received a CUP last year for all three parcels. Kor Fitness would like to use the northern parcel at 862 12th Street. Staff recommended a few conditions for the bioLawn CUP amendment request. Member Chapdelaine inquired if bioLawn ever combined the three parcels. Planner Fuerst stated those parcels have not been combined, but should this amendment get approved, there will be a timeframe included for bioLawn to combine the southern two parcels.

Planner Fuerst stated the Kor Fitness CUP was reviewed for land use, noise impacts, parking, and site access. Kor Fitness does group fitness classes, personal training, nutrition, and sports team training. Staff recommended several conditions for the Kor Fitness CUP. The city can approve, approve with conditions, deny, or table (action must be taken by 6/10/2023). At the Planning Commission meeting on May 9th, there were two public hearings held for these requests. No public comments were made for either request. The Planning Commission voted unanimous to recommend approval for both requests. There was a fair amount of discussion about noise impacts but ultimately the Planning Commission was satisfied after hearing from the applicant and reading the proposed conditions that were included in the staff report. Council discussed noise impacts and wanted to ensure they were being reasonable. There was a suggestion to review the noise ordinance in our city code. Member Taylor suggested that condition number eight for the outdoor fitness activities be clarified that they can use the outdoor trails. Member Sumner stated that Kor Fitness is currently in his neighborhood and recalls past outdoor events Kor Fitness held and wanted to clarify if this will restrict them from doing outdoor events.

Braeden Cordts, owner of Kor Fitness, stated he and Administrator Hatch had a conversation about decibel levels and found you can take a decibel reading with an iPhone or Apple watch. Mr. Cordts went to the site and found the ambient noise reading to be 70 decibels at 5:30 p.m. Mr. Cordts stated the previous owner received noise complaints at the current location, he has not received any noise complaints since taking ownership. Mr. Cordts stated they have plans to host competitions in the future but will have more room inside the building at their new location.

A. Resolution No 2023-26- Conditional Use Permit Amendment bioLawn

Member Sumner motioned to adopt Resolution No. 2023-26 – approving the CUP Amendment request by bioLawn with the findings and conditions proposed by staff. Seconded by Member Chapdelaine. Approved 5-0.

B. Resolution No 2023-27- Conditional Use Permit Application KOR Fitness & Performance

Member Chapdelaine motioned to adopt Resolution No. 2023-27 – approving the CUP request by Kor Fitness & Performance with the findings and conditions proposed by staff. Seconded by Member Ingemann. Approved 5-0.

12. MAYOR AND COUNCIL REPORTS

Mayor Elliott reminded residents not to mow into the street as the grass clippings will wash down and can pollute the river.

Member Sumner stated he attended the Heritage Preservation Commission (HPC) training session as well as a HPC lecture on early agriculture. Member Sumner attended a school facility planning event where he confirmed the school district will not close Newport Elementary. There will be another facility planning meeting at East Ridge on May 23rd from 6:30 p.m. to 8:00 p.m. Member Sumner attended the law enforcement memorial service in Stillwater along with Sergeant Harrell and Administrator Hatch. Member Sumner attended several other water and tree related events on behalf of Newport.

13. ADJOURNMENT

Member Chapdelaine motioned to adjourn the City Council Meeting. Seconded by Member Ingemann. Approved 5-0.

The City Council Meeting was adjourned at 6:45 p.m. on May 18, 2023.

Respectfully Submitted:
Jill Thiesfeld,
Administrative Assistant II

Signed: _____
Laurie Elliott, Mayor

Recurring

2173e	COMCAST	18-May-23	\$461.85	Phone service and rental
2174e	UNITED STATES TREASURY	18-May-23	\$8,636.16	SS, Federal and medicare
2175e	MN REVENUE	18-May-23	\$1,545.97	State taxes
2176e	MSRS	18-May-23	\$3,734.77	HCSP & voluntary retirement
2177e	UNUM	18-May-23	\$547.75	Long-term disability and life insurance
2178e	WEX HEALTH	18-May-23	\$745.73	HSPA
2179e	COMCAST	25-May-23	\$117.69	Library Internet and Norton protection
2180e	WEX HEALTH	25-May-23	\$33.00	Monthly admin fee
25634	NCPERS GROUP LIFE INS.	18-May-23	\$16.00	Addt. Life insurance
25635	NORTHERN MECHANICAL CONTRAI	18-May-23	\$162.18	Reimbursement of overpayment
25636	PERA	18-May-23	\$4,954.02	Retirement
25637	PAULINE SCHOTTMULLER	18-May-23	\$348.15	Native plants for 10th Street-reimbursement
25638	SARAH & JEFF THEISEN	18-May-23	\$64.09	Overpayment of final water utility bill
25639	XCEL ENERGY	18-May-23	\$2,820.06	Natural gas and electricity
25640	ANCHOR SOLAR INVESTMENTS, LL	25-May-23	\$387.07	Solar leasing
25641	BIFFS INC.	25-May-23	\$887.87	Port-o-potty
25642	MARCO TECHNOLOGY LLC	25-May-23	\$268.70	Copier contract
25643	VERIZON	25-May-23	\$269.79	Cell phones and hot spots
25644	XCEL ENERGY	25-May-23	\$10,286.14	Electricity and natural gas
		Staff	\$21,060.59	

Non-recurring

25646	ANGSTROM ANALYTICAL, INC.	01-Jun-23	\$800.00	Asbestos survey for 1651 Cedar Lane
25647	EHLERS	01-Jun-23	\$4,500.00	Arbitrage reporting G.O. Bond 2021A
25648	GRAINGER PARTS	01-Jun-23	\$77.14	Check valves
25649	HAWKINS	01-Jun-23	\$20.00	Chlorine cylinder
25650	MENARDS - COTTAGE GROVE	01-Jun-23	\$68.18	Operating supplies
25651	MINNESOTA DEPARTMENT OF HEA	01-Jun-23	\$2,335.00	2nd quarter water supply service connection fees
25652	MSA PROFESSIONAL SERVICES, IN	01-Jun-23	\$38,713.58	City engineering
25653	SAFE-FAST, INC.	01-Jun-23	\$126.00	Marking paints
25654	SOUTH SUBURBAN RENTAL, INC.	01-Jun-23	\$46.28	LP gas
25655	WASHINGTON CTY PROPERTY REC	01-Jun-23	\$29,444.41	2023 Assessment fees
25656	MED COMPASS	01-Jun-23	\$145.00	Annual OSHA Respirator Certification
			\$133,478.17	

City of Newport, MN
Resolution No. 2023-29
A Resolution to Join the Great River Rail
Commission as a Member of their Joint Powers
Board

WHEREAS, The Minnesota High Speed Rail Commission (MNHSRC) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, the MNHSRC is established by a Joint Powers Agreement by and between 16 local and regional governments from St. Paul to La Crosse; and

WHEREAS, in 2019, the MNHSRC was re-established as the Great River Rail Commission (Commission); and

WHEREAS, the Commission advocates for the development and implementation of faster and more frequent intercity passenger rail service between Chicago and Saint Paul along Amtrak's *Empire Builder* long-distance passenger rail route and the Twin Cities-Milwaukee-Chicago (TCMC) Corridor; and

WHEREAS, the Commission has recently achieved its primary objective of securing support and funding from the state of Minnesota to match a federal grant for construction of track, signal, and bridge improvements for the implementation of the TCMC Second Train project, a new daily 411-mile round-trip intercity passenger rail service between the Twin Cities and Chicago that could begin service as early as 2023; and

WHEREAS, the Commission is now helping to secure funding for Minnesota's share of the start-up operating cost to match a federal grant for new intercity passenger rail service, and pursue a long-range vision for additional investment in intercity passenger rail service supported by an established state rail fund; and

WHEREAS, the city of Newport received a letter dated April 21, 2023, from the Chair of the Commission, inviting the city of Newport to join the Commission as a Non-Financial Party.

NOW, THEREFORE, BE IT RESOLVED, that the city of Newport hereby accepts the invitation from the Great River Rail Commission to join the Great River Rail Commission Joint Powers Board, consistent with Agreement terms, and authorizes the Chair and Chief Clerk to execute the Agreement.

Adopted this 1st day of June, 2023 by the Newport City Council.

Motion by: _____, Seconded by: _____

VOTE:	Elliott	_____
	Chapdelaine	_____
	Ingemann	_____
	Taylor	_____
	Sumner	_____

Signed: _____
Laurie Elliott, Mayor

Attest: _____
Joe Hatch, City Administrator

**THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT
RE-ESTABLISHING THE
MINNESOTA HIGH SPEED RAIL COMMISSION AS
THE GREAT RIVER RAIL COMMISSION**

THIS THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT (Third Amended JPA), is entered into by and between the undersigned Regional Railroad Authorities, Cities, and Metropolitan Planning Organizations, all being governmental units, pursuant to the authority contained in the Minn. Statutes §§471.59 or 398A.

RECITALS TO THIRD AMENDED JPA

- A. The Minnesota High Speed Rail Commission Joint Powers Agreement (Agreement) was adopted and executed by the member Parties in 2009.
- B. The Agreement was amended to include the La Crosse Area Planning Committee, a Metropolitan Planning Organization, as a Financial Party in 2016.
- C. The Agreement was amended to clarify its mission, definitions of membership and funding formula in 2017.
- D. The Minnesota High Speed Rail Commission agreed to revisit the Agreement to change its legal name to Great River Rail Commission and add Washington County Regional Railroad Authority as a Financial Party.

NOW THEREFORE in consideration of the foregoing Recitals and other technical corrections, this Agreement is amended and restated in its entirety as follows:

WITNESSETH

WHEREAS, the Twin Cities-Milwaukee-Chicago Passenger Rail Corridor (TCMC Corridor) in Minnesota is defined as the Canadian Pacific Railway corridor from La Crescent to Union Depot in St. Paul, traveling along the Mississippi River; and

WHEREAS, Amtrak's *Empire Builder* runs on the TCMC Corridor and connects Minnesota to Chicago, the hub of the Midwest Regional Rail System, and to the rest of the national passenger rail network, and

WHEREAS, Amtrak conducted a feasibility study in 2015 that showed one additional round-trip between Saint Paul and Chicago on the *Empire Builder* route would attract 155,000 riders annually, and

WHEREAS, the one additional round-trip would run at a maximum speed of 79 miles per hour and serve the same stations as the *Empire Builder* plus two additional stations in Wisconsin, and

WHEREAS, a Phase 1 alternatives analysis conducted by a multi-state study group in 2018 identified two service alternatives that could be integrated with forecasted freight traffic and recommended them for further evaluation of their environmental impacts, and

WHEREAS, implementation of a second round-trip passenger train from Saint Paul to Chicago on the TCMC Corridor will provide economic, mobility and safety benefits to residents and businesses in Minnesota, and

WHEREAS, the communities along the TCMC Corridor wish to collaboratively plan for and realize the benefits of additional passenger train service between Saint Paul and Chicago on the TCMC Corridor, Now Therefore Be It

RESOLVED, in consideration of the mutual benefits that each Party shall derive here from, the Parties agree as follows:

ARTICLE 1. **DEFINITIONS**

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

Agreement means this Amended Joint Powers Agreement as it now exists and as it may hereafter be amended.

Alternate means the individual appointed to the Commission as provided in Article 4 of this Agreement as a substitute to the appointed Member.

Commission (Great River Rail Commission) shall mean the joint powers board herein established.

Party shall mean any Regional Railroad Authority, City or Metropolitan Planning Organization identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approves and executes this Agreement.

Financial Party shall mean any Regional Railroad Authority or Metropolitan Planning Organization identified in Article 6 of this Agreement that has approved and executed this Agreement and is financially contributing to the Commission.

Twin Cities-Milwaukee-Chicago Passenger Rail Corridor (TCMC Corridor) in Minnesota shall be defined as the Canadian Pacific Railway corridor from La Crescent to the Union Depot in St. Paul, Minnesota traveling along the Mississippi River.

Passenger Rail shall mean an electric or diesel-powered railway that connects multiple regions and the cities in between. Service is focused on moving people between regional centers at speeds not exceeding 90 miles per hour.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

Quorum shall consist of a majority of the Financial Parties to this Agreement as defined in Article 6 that have approved and executed this Agreement and at least two cities that have approved and executed this Agreement or as otherwise defined in the Bylaws.

Host Railroad shall mean the owner of the railroad track upon which Passenger Rail will travel.

ARTICLE 2. PURPOSE

The purpose of this Agreement is to form a Joint Powers Board under the provisions of Minnesota Statutes Section 471.59 and 398.A to enable the Parties to cooperatively advocate for, and analyze the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the TCMC Corridor that includes passenger and freight rail along with associated economic, mobility and safety benefits, and land use and development impacts. To accomplish these activities the Joint Powers Board may acquire and manage federal, state, and local funding in conjunction with the Minnesota Department of Transportation, Metropolitan Council, La Crosse Area Planning Committee, and the Wisconsin Department of Transportation and the performance of any responsibilities delegated by the Commissioner of Transportation, Chair of the Metropolitan Council, Chair of the La Crosse Area Planning Committee, and/or the Secretary of Transportation subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, Amtrak, state agencies, counties, municipalities, the Federal Railroad Administration, other regulatory, planning, and funding agencies, tribal authorities, and other stakeholders for advancement of the Commission's purposes.

ARTICLE 3. TERM

Until such time that this Third Amended JPA is executed by all Parties, the joint powers board shall continue to exercise all powers and duties pursuant to the most recent Amended and Restated Joint Powers Agreement. This Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article 10 of the Agreement.

ARTICLE 4. JOINT POWERS BOARD

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the Great River Rail Commission. The Commission shall be an entity separate from its

member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.

- B. The Commission shall consist of one Member and one Alternate appointed through resolution by each Party. Each Member or Alternate from a county railroad authority or city must be a member of the governing body, commission, or council which appoints him or her, and must remain so during his or her term. Metropolitan Planning Organizations may appoint their Executive Director as their Member or Alternate in place of a member of their governing body.
- C. Each Member and Alternate shall be appointed for one-year terms, beginning January 15, by resolution of the governing body, commission, or council. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time but shall be done only by resolution of the appointing governing body, commission, or council.

ARTICLE 5.

VOTING

Board voting shall be as follows: Each Financial Party receives three (3) votes and each Party that is a non-Financial Party receives one (1) vote.

- A. In the event that the appointed Member is not present at a meeting, their alternate may cast all of their Party's allocated votes. Alternates must be present at the Commission meeting to cast their Party's vote(s).
- B. All actions of the Commission require both a simple majority vote of the Parties present and a simple majority vote of the Financial Parties present. However, for all actions involving the expenditure of funds and adoption of the budget, a simple majority of the whole Commission plus a super majority vote of all Financial Parties is required. A super majority vote is defined as at least 2/3 of the Financial Parties.

ARTICLE 6.

PARTIES

Membership on the Commission is open to governmental units as defined in Minn. Stat. Sections 471.59 or 398A, that are in or near the TCMC Corridor as defined in Article 1. The governmental units that are eligible for participation in the Commission upon adoption of this Agreement by their respective governing body are:

- A. Financial Parties:
 - a. Dakota County Regional Railroad Authority
 - b. Goodhue County Regional Railroad Authority
 - c. Ramsey County Regional Railroad Authority
 - d. Wabasha County Regional Railroad Authority

- e. Washington County Regional Railroad Authority
- f. Winona County Regional Railroad Authority
- g. La Crosse Area Planning Committee, a Metropolitan Planning Organization

B. Non-Financial Parties:

- a. City of Cottage Grove
- b. City of Goodview
- c. City of Hastings
- d. City of Lake City
- e. City of Red Wing
- f. City of St. Charles
- g. City of St. Paul
- h. City of St. Paul Park
- i. City of Utica
- j. City of Wabasha
- k. City of Winona

- C. Following the initial term, Commission Members terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7. POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398.A and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimated amount required of each Financial Party.
- B. For the purpose of advocacy and analysis as established and as provided in Article 2 above, enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of the Commission's designated fiscal agent as identified in Article 9 E shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair of the Commission to execute those contracts.
- C. The Commission shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment by the Commission of ex-officio, non-voting

members to the Board, including but not limited to the appointment of representatives from the Prairie Island Indian Community to serve as ex-officio non-voting members, and may establish such conditions as it deems appropriate for such appointment. Approval of the by-laws shall be in accordance with Article 5 of this Agreement.

- D. Apply for and accept gifts, grants, and loans of money, other property, or assistance from the United States government, the State of Minnesota and its political subdivisions, the State of Wisconsin and its political subdivisions, the Prairie Island Indian Community, or any person, corporation, partnership, association, or agency, public or private for any of its purposes; enter into any agreement in connection therewith, to hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold personal property as may be required to accomplish the advocacy and analysis purposes of this Agreement as established and as provided in Article 2 above, and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the parties. The Commission does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the parties.
- H. For the purposes of advocacy and analysis as established and as provided in Article 2 above, enter into agreements and non-binding memoranda of understanding between the Commission and the Prairie Island Indian Community, Host Railroads including Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and Amtrak in accordance with applicable law.
- I. Sue and be sued in its own name.
- J. Purchase such insurance in its own name as the Commission deems necessary
- K. The Commission agrees to indemnify and defend any Party against any and all liability, costs, damages, and expenses sustained or incurred by the Party pursuant to this agreement. Furthermore, pursuant to Minnesota Statute 471.59 subd 1a., the Parties and each one of them hereby affirmatively declare that they will not be responsible for the acts or omissions of any other Party under this agreement.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice Chair shall consist of at least one Financial Party member. The Chair and Vice-Chair shall be elected by the Commission for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such committees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present. Notwithstanding any other provision of this Agreement, election of a temporary chair shall be by a simple majority vote of the quorum.

B. Executive Committee

The Commission may establish an Executive Committee of the Commission consisting of one (1) representative of each Financial Party. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of the Commission and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Each Party may provide staff support to the Commission, subject to the approval of the Commission.

D. Vacancies

If an appointment of any Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate Party pursuant to Articles 4 and 6 of this Agreement. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. Chapter 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

It is understood by the Parties that the activities and duties of the Commission may be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. The Financial Parties identified in this Agreement agree to contribute funding, to the extent not covered by grant funds, to cooperatively advocate for, and analyze the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the TCMC Passenger Rail Corridor including passenger and freight rail along with the associated land use and development impacts proportionately as provided in Article 9 A below.

A. Funding Allocation

Funding responsibility shall be allocated among the Financial Parties for the purpose of advocating for, and analyzing the feasibility of, enhanced rail transportation options and an integrated rail transportation system in the TCMC Corridor including passenger and freight rail along with the associated land use and development impacts as follows:

1. 50% of the annual operating budget of the Commission shall be allocated among the Financial Parties on the basis of each Financial Party’s proportionate share of the total population of all Financial Parties.
2. 10% of the annual operating budget of the Commission shall be allocated among the Financial Parties on the basis of each Financial Party’s proportionate share of Corridor Mileage for all Financial Parties.
3. 31% of the annual operating budget of the Commission shall be allocated based upon the number and size of passenger rail stations planned to be located within a Financial Party’s jurisdiction as follows:
 - A. Ramsey County Regional Railroad Authority
 - a. Passenger Rail
 - i. Union Depot 13%
 - B. Dakota County Regional Railroad Authority
 - a. Passenger Rail
 - i. None 0%
 - C. Goodhue County Regional Railroad Authority
 - a. Passenger Rail
 - i. Red Wing 6%
 - D. Wabasha County Regional Railroad Authority
 - a. Passenger Rail
 - i. None 0%
 - E. Washington County Regional Railroad Authority
 - a. Passenger Rail
 - i. None 0%
 - F. Winona County Regional Railroad Authority

- a. Passenger Rail
 - i. Winona 6%
- G. La Crosse Area Planning Committee
 - a. Passenger Rail
 - i. La Crosse 6%

4. 9% of the annual operating budget of the Commission and any other funding requirements shall be allocated among the Financial Parties equally.
5. If a Financial Party withdraws from the Commission, such Financial Party's share of the Funding Allocation as calculated according to this Article 9A shall be recalculated among the remaining Financial Parties. If a Financial Party that has an allocation as described in Article 9 (3) withdraws from the Commission, the share to the remaining Financial Parties shall be recalculated as closely to the existing proportions as possible, rounded to the nearest 1%.
6. In calculating the funding responsibility of the financial Parties, all percentages shall be rounded to the nearest .1%. If this rounding results in a total combined percentage from Article 9 (1), (2), (3), and (4) that is over 100% the overage shall be credited to one or more Financial Parties at the discretion of a majority vote of the Financial Parties.
7. Beginning with the budget allocation for the year 2012 and every four years thereafter, the Commission shall update the population estimates and reallocate the financial share of each Financial Party.

B. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years on or before November 15, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above.

C. Financial Parties Budget Approval

Adoption of the budget shall be in accordance with Article 5 of this Agreement.

D. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Parties within 60 days of receiving the request for payment by the Commission's fiscal agent.

E. Budgeting, Accounting, Fiscal Agent, and Other Service

The Commission may contract with any Financial Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant

bookkeeping and record keeping. The contracting and purchasing requirements of the Financial Party so selected shall apply to transactions of the Commission. Such member shall identify the staff person to work as a liaison with the Commission.

F. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the party's governing body to the Commission. In the event of withdrawal by any member Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 9. A member Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the member Party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party to this Agreement.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the member Parties in proportion to their contribution over the life of the agreement.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

F. Effect of an Eligible Financial Party not joining on Budget

In the event a Financial Party chooses not to join the Agreement, the financial allocation allocable to such Financial Party in the year of their choosing not to join and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

ARTICLE 11.

ADDITION OF NEW PARTIES

In addition to the Financial Parties and Non-Financial Parties named in Article 6 above, membership on the Commission is open to governmental units, as defined in Minn. Stat. Sections 471.59 or in 398A, that are in or near the TCMC Passenger Rail Corridor as defined in Article 1 upon invitation to the prospective Party by the Commission. To join the Commission, prospective Parties must approve and execute this Agreement as evidenced by a signed resolution provided to the Commission. Upon receipt of the resolution and executed Agreement, the Commission shall recognize the new Party at its next scheduled meeting and recorded in the meeting minutes as the effective date of membership.

Upon recognition by the Commission, the new Financial Party will be included in the funding allocation described in Article 9 and a dues assessment will be prepared and sent by the Commission's fiscal agent. The new Financial Party will be part of subsequent Commission budgets.

ARTICLE 12.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the member Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the member Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternate Dispute Resolution

In the event of a dispute arising under this Agreement, the member Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

1. A member Party or Parties shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
2. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
3. The Parties and Commission shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
4. At the first meeting, the neutral facilitator will assist the parties to the dispute in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
5. In developing the process, the parties will be guided by the following principles:

- i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and
 - iv. in the event the Parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
6. The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance and the appropriate venue and jurisdiction for any litigation regarding this Agreement shall be in State district court located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.

**DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY
DAKOTA COUNTY, MINNESOTA**

July 23, 2019

Resolution No. 19-008

Motion by Mary Liz Holberg

Second by Commissioner Kathleen A. Gaylord

Approval Of The Third Amended And Restated Joint Powers Agreement Of Minnesota High-Speed Rail Commission

WHEREAS, the Minnesota High-Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minn. Stat. § 471.59 and Chapter 398A; and

WHEREAS, the Commission is established by a joint powers agreement by and between the Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, and City of Winona; and

WHEREAS, the Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, the Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, the Commission desires to amend the joint powers agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, the Commission desires to add Washington County, Minnesota as a financial party member.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Regional Railroad Authority hereby approves the third amended and restated Great River Rail Commission joint powers agreement and authorizes the Authority Chair to execute the amended and restated joint powers agreement.

STATE OF MINNESOTA
County of Dakota

	YES		NO
Slavik	<u> X </u>	Slavik	_____
Gaylord	<u> X </u>	Gaylord	_____
Egan	<u> X </u>	Egan	_____
Atkins	<u> X </u>	Atkins	_____
Workman	<u> X </u>	Workman	_____
Holberg	<u> X </u>	Holberg	_____
Gerlach	<u> X </u>	Gerlach	_____

I, Joe Atkins, Secretary-Treasurer, Dakota County Regional Railroad Authority, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Dakota County Regional Railroad Authority at their session held on the 23rd day of July 2019, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand this 23rd day of July, 2019.



 Secretary-Treasurer

**BOARD OF COUNTY COMMISSIONERS
GOODHUE COUNTY, MINNESOTA**

Date: 08 Aug 2019

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and,

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and,

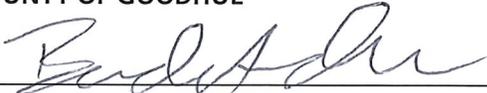
WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor; and,

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and,

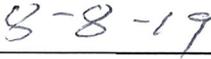
WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member.

NOW, THEREFORE, BE IT RESOLVED, the Goodhue County Board of Commissioners approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and County Administrator to execute the Agreement.

COUNTY OF GOODHUE



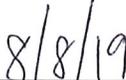
Brad Anderson
County Board Chair



Date



Scott Arneson
County Administrator



Date



Steve O'Keefe
County Attorney



Date

La Crosse Area Planning Committee

RESOLUTION 8 - 2019

APPROVING THE

Third Amended and Restated Great River Rail Commission Joint Powers Agreement

WHEREAS, the Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, the Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, the Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

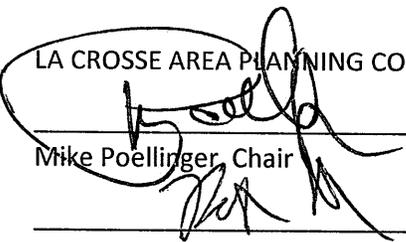
WHEREAS, the Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor; and

WHEREAS, the Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, the Commission desires to add Washington County, Minnesota as a Financial Party member; and

NOW, THEREFORE, BE IT RESOLVED, the La Crosse Area Planning Committee approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Executive Director to execute the Agreement.

LA CROSSE AREA PLANNING COMMITTEE



Mike Poellinger, Chair

Peter Fletcher, Executive Director

Dated: August 21, 2019



**RAMSEY
COUNTY**

REGIONAL RAILROAD AUTHORITY

RESOLUTION

Presented By: Commissioner McDonough Date: August 20, 2019 No. R2019-012
Attention: Public Works

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under Minnesota Statutes and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, When executed in 2009, the Joint Powers Agreement enabled the member parties to cooperatively advocate for, analyze the feasibility, environmental impacts, engineering, construction, and operation of an integrated rail transportation system in the Minnesota High Speed Rail Corridor; and

WHEREAS, In 2015, Amtrak announced the completion of a feasibility study evaluating the addition of one round-trip passenger train between Chicago and the Twin Cities, travelling at conventional speeds of up to 79 miles per hour along the current Amtrak *Empire Builder* route; and

WHEREAS, With funding provided by Ramsey County Regional Railroad Authority, Wisconsin Department of Transportation and the La Crosse Area Planning Committee, work began in 2016 on the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study; and

WHEREAS, The Commission has shifted its focus away from high-speed passenger rail and actively supported the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study; and

WHEREAS, In July 2017, the Joint Powers Agreement was amended to clarify the Commission's purpose as an advocacy organization that supports rail analysis and research for faster and more frequent passenger train service to Chicago, to revise its dues structure, and to memorialize the identification of the current membership; and

WHEREAS, This amendment completes the Commission's transformation by changing its legal name to Great River Rail Commission and adding Washington County Regional Railroad Authority as a Financial Party; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Third Amended and Restated Joint Powers Agreement re-establishing the Minnesota High Speed Rail

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Toni Carter	X		
Trista MatasCastillo	X		
Jim McDonough	X		
Mary Jo McGuire	X		
Victoria Reinhardt	X		
Rafael Ortega	X		

Rafael Ortega, Chair

By: 
Toni Carter, Secretary/Treasurer



REGIONAL RAILROAD AUTHORITY

RESOLUTION

Presented By: Commissioner McDonough Date: August 20, 2019 No. R2019-012
Attention: Public Works

Commission as the Great River Rail Commission and adding Washington County Regional Railroad Authority as a Financial Party; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Toni Carter	X		
Trista MatasCastillo	X		
Jim McDonough	X		
Mary Jo McGuire	X		
Victoria Reinhardt	X		
Rafael Ortega	X		

Rafael Ortega, Chair

By: 
Toni Carter, Secretary/Treasurer

Wabasha County Board of Commissioners

Resolution No.: 2019-148

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

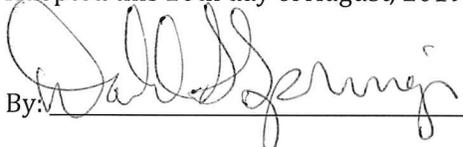
WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member;

NOW THEREFORE BE IT RESOLVED, The Wabasha County Board of Commissioners approves the Amended and Restated Minnesota High Speed Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Adopted this 20th day of August, 2019 by the Wabasha County Regional Rail Authority.

By: 

Its Board Chair

Attest:

By: 

Its Board Clerk

DATE August 13, 2019
MOTION
BY COMMISSIONER Johnson

DEPARTMENT Public Works
SECONDED BY
COMMISSIONER Karwoski

**RESOLUTION TO JOIN THE GREAT RIVER RAIL COMMISSION
AS A MEMBER OF THEIR REFORMED JOINT POWERS BOARD**

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago (TCMC) second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor; and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member.

NOW THEREFORE BE IT RESOLVED, The Washington County Regional Railroad Authority approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

ATTEST: 

COUNTY ADMINISTRATOR



COUNTY BOARD CHAIR

	YES	NO
MIRON	<u>X</u>	___
KARWOSKI	<u>X</u>	___
KRIESEL	<u>X</u>	___
JOHNSON	<u>X</u>	___
WEIK	<u>X</u>	___

RESOLUTION #2019-

RESOLUTION APPROVING THE THIRD AMENDED AND RESTATED GREAT RIVER RAIL COMMISSION JOINT POWERS AGREEMENT

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A; and

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County Regional Railroad Authority as a Financial Party member.

NOW THEREFORE, BE IT RESOLVED that the Winona County Regional Railroad Authority approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Secretary/Treasurer to execute the Agreement.

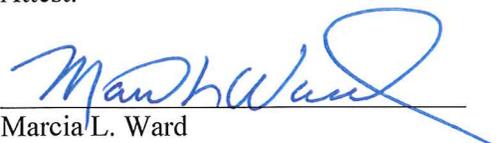
Adopted at Winona, Minnesota this 13th day of August, 2019.

WINONA COUNTY REGIONAL RAILROAD AUTHORITY



Chris M. Meyer
Chair

Attest:



Marcia L. Ward
Secretary/Treasurer

CITY OF COTTAGE GROVE, MINNESOTA
CITY COUNCIL
RESOLUTION 2019-081

**RESOLUTION EXECUTING THE AMENDED AND RESTATED
GREAT RIVER RAIL COMMISSION JOINT POWERS AGREEMENT**

WHEREAS, the Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, the Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, the Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, the Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, the Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, the Commission desires to add Washington County, Minnesota as a Financial Party member.

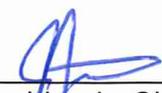
NOW, THEREFORE BE IT RESOLVED, the City Council for the City of Cottage Grove approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Passed this 17th day of July 2019.

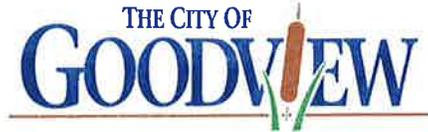


Myron Bailey, Mayor

Attest:



Joe Fischbach, City Clerk



4140 FIFTH STREET
GOODVIEW, MN 55987

507/452-1630 • FAX 507/452-2174

RESOLUTION NO. 1100

A RESOLUTION TO CHANGE THE NAME OF THE MINNESOTA HIGH SPEED RAIL COMMISSION TO THE GREAT RIVER RAIL COMMISSION, AND TO ADD WASHINGTON COUNTY, MN AS A FINANCIAL PARTY MEMBER

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

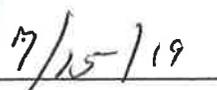
WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member; Now, Therefore Be It

RESOLVED, The City Council of the City of Goodview, MN approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

CITY OF GOODVIEW, MN



Stephen C. Baumgart
Mayor



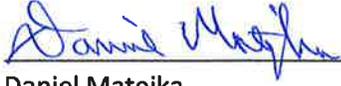
Date



Mark Merchlewitz
City Attorney



Date



Daniel Matejka
City Administrator



Date

**CITY OF HASTINGS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 07-06-19

**A RESOLUTION APPROVING THIRD AMENDMENT AND RESTATED GREAT
RIVER RAIL COMMISSION JOINT POWERS AGREEMENT**

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member;

NOW, THEREFORE BE IT RESOLVED, The City Council of the City of Hastings approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Approved by the City Council on this 15th day of July 2019.

Ayes: Balsanek, Braucks, Folch, Leifeld, Lund, Vaughan and Fasbender

Nays: None.

Absent: None.



Mary D. Fasbender, Mayor

ATTEST:



Julie Flaten, Interim City Administrator

RESOLUTION 19-031
CITY OF LAKE CITY, MINNESOTA
RESOLUTION ADDING WASHINGTON COUNTY MINNESOTA AS A
FINANCIAL PARTY MEMBER

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member; Now, Therefore Be It

RESOLVED, The City of Lake City approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Passed and duly adopted this 12th day of August, 2019 by the City Council of the City of Lake City, Minnesota.



Mark Nichols, Mayor

Attest:



Kari Schreck, City Clerk

Resolution No. 7417

***Approving the third amended and restated
Great River Rail Commission Joint Powers Agreement***

WHEREAS, the Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, the Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, the Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, the Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, the Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, the Commission desires to add Washington County, Minnesota as a Financial Party member;

NOW, THEREFORE, BE IT RESOLVED, that the Red Wing City Council approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Mayor, City Council Administrator and City Clerk to execute the Agreement.

Adopted this 8th day of July, 2019.

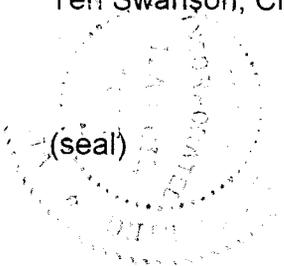


Dean Hove, Council President

ATTEST:

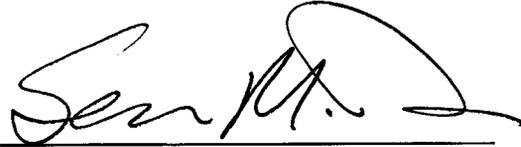


Teri Swanson, City Clerk



Presented to the Mayor at 7:15 p.m. on this 8th day of July, 2019.

Approved this 8th day of July, 2019.

A handwritten signature in black ink, appearing to read "Sean Dowse", written over a horizontal line.

Sean Dowse, Mayor

**CITY OF ST. CHARLES
RESOLUTION #23-2019**

**A RESOLUTION AMENDING THE RESTATED GREAT RIVER
RAIL COMMISSION JOINT POWERS AGREEMENT**

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member; Now, Therefore Be It

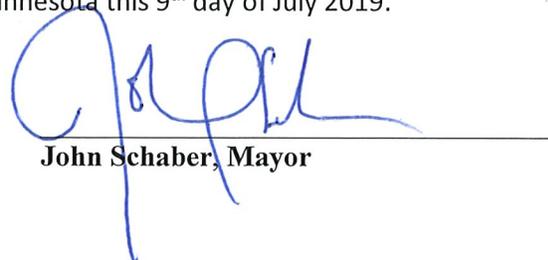
RESOLVED, The St. Charles City Council approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Adopted by the Council of the City of St. Charles, Minnesota this 9th day of July 2019.

Attest:



Nick Koverman, City Administrator



John Schaber, Mayor



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 19-1289

File Number: RES 19-1289

Approving the Great River Rail Commission Joint Powers Agreement for the City of Saint Paul.

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between the City of Saint Paul, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member;

NOW, THEREFORE BE IT RESOLVED, the City of Saint Paul approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

At a meeting of the City Council on 8/7/2019, this Resolution was Passed.

Yea: 7 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, Councilmember Jalali Nelson, and Councilmember Busuri

Nay: 0

Vote Attested by 
Council Secretary Trudy Moloney

Date 8/7/2019

Approved by Mayor



Melvin Carter III

Date

8/9/2019

CITY OF ST. PAUL PARK

WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 1588

**APPROVING THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT
RE-ESTABLISHING THE MINNESOTA HIGH SPEED RAIL COMMISSION AS
THE GREAT RIVER RAIL COMMISSION**

WHEREAS, the Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, the Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, the Commission is working to establish the Twin-Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, the Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, the Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, the Commission desires to add Washington County, Minnesota as a Financial Party member.

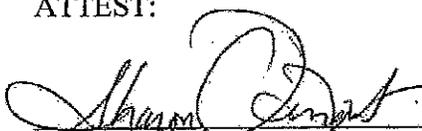
NOW THEREFORE BE IT RESOLVED, the St. Paul Park City Council approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Adopted this 15th day of July, 2019 by the City Council of St. Paul Park, Minnesota.



Sandi Dingle, Mayor

ATTEST:



Sharon Ornquist, City Clerk

RESOLUTION

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member; Now, Therefore Be It

RESOLVED, The City of Utica approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Gary R. Anders 8/23/19
(Mayor) Date

Cynthia M. Timm 8-23-19
(City Clerk) Date

CITY OF WABASHA
RESOLUTION 21-2019

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member; Now, Therefore Be It

RESOLVED, The City of Wabasha approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Mayor and City Clerk to execute the Agreement.

CITY OF WABASHA



(Mayor Emily Durand)

8-6-19

Date

Attest:



(City Clerk Susan Schamaun)

8-6-19

Date

2019 – 61

RESOLUTION

WHEREAS, The Minnesota High Speed Rail Commission (Commission) was established in 2009 as a joint powers board under the provisions of Minnesota Statutes Section 471.59 and Chapter 398A and;

WHEREAS, The Commission is established by a Joint Powers Agreement by and between Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Ramsey County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, La Crosse Area Planning Committee, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Commission is working to establish the Twin Cities-Milwaukee-Chicago second daily round-trip passenger train along the current Amtrak Empire Builder route (TCMC Corridor), serving the current station stops; and

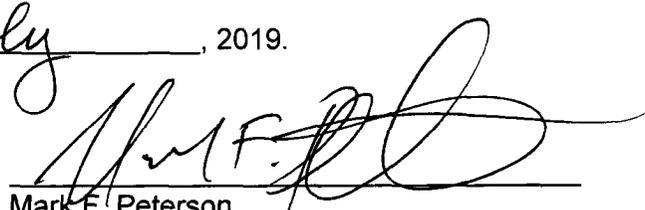
WHEREAS, The Commission advocates for faster and more frequent passenger rail service between Chicago and Saint Paul along the TCMC Corridor, and

WHEREAS, The Commission desires to amend the Joint Powers Agreement to change its legal name and to conduct business as the Great River Rail Commission; and

WHEREAS, The Commission desires to add Washington County, Minnesota as a Financial Party member;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Winona, Minnesota, that it hereby approves the Third Amended and Restated Great River Rail Commission Joint Powers Agreement and authorizes the Chair and Chief Clerk to execute the Agreement.

Dated this 15th day of July, 2019.


Mark F. Peterson
Mayor

Attest:


Monica Hennessy Mohan
City Clerk



CITY OF NEWPORT
2060 1ST Avenue
Newport, MN 55055
(651) 459-5677
ci.newport.mn.us

MEMO

TO: Mayor and Newport City Council
FROM: Public Works Superintendent Matt Yokiell
DATE: May 24, 2023
SUBJECT: Purchase of Hockey Lighting for Loveland Park

Background:

The City of Newport is replacing and repositioning the existing hockey boards at Loveland Park. New lighting will be necessary to ensure reliability and to light the new hockey rink that changed location in relation to the pleasure rink. We are working with Sports Lighting Authority to create specifications, solicit bids and inspect the installation of the new lighting to ensure we meet current standards for the rinks. City Council allowed \$50,000 from the street light fund to the CIP to pay for the lighting upgrade.

Discussion:

Three options are available to pursue for lighting the hockey rink. I would like direction from City Council on what option we should pursue bids on and a motion to purchase hockey lighting.

- The first option is used lighting from a school in Iowa which would include 12-year-old HID (metal halide) fixtures and wood poles. There would not be a warranty included with this option and the anticipated cost would be around \$50,000.
- Option two would include 2 all new LED light fixtures and new wood poles. A ten-year warranty would be included that would cover all parts and labor. The expected cost would be \$60,000. LED lights are extremely low maintenance and very durable with a realistic useable life of over 25 years. The warranty is shorter on this option because wood poles can bend and twist as they age so the contractor will not warranty the entire lighting system for the 25 years because of the potential to need to aim fixtures.
- The third option would be 2 galvanized steel poles with concrete bases and the same LED lights. This option would include a 25-year warranty on all parts and labor including aiming the lights. The warranty is longer on this option because steel poles will not warp with age. This would be the most visually appealing option with an expected cost of \$70,000.

Budget:

City Council approved \$50,000 in the CIP for lighting the rink and the funds were pulled from the Street Light Fund. Sports Lighting Authority is the contractor that will put together the specifications, bid package and oversee the lighting project for approximately \$5,000.

Recommendation:

Staff recommends that Council approves option 2 and authorizes the spending of up to \$70,000 from the Street Lighting Fund to cover the hockey rink lighting project.