

MEMORANDUM OF AGREEMENT

BY AND AMONG THE FOLLOWING PARTIES (hereinafter, “**the Parties**”) City of Columbus, Ohio; City of Lima, Ohio; City of Kenton, Ohio; City of Marysville, Ohio; City of Fort Wayne, Indiana; City of Warsaw, Indiana; City of Plymouth, Indiana; City of Valparaiso, Indiana; City of Gary, Indiana; the Mid-Ohio Regional Planning Commission; and the Indiana Department of Transportation.

BE IT KNOWN THAT:

WHEREAS, utilizing the Northern Indiana I Ohio Passenger Rail Corridor Feasibility Study and Business Plan as a basis for action, the Parties propose to systematically and incrementally develop the intercity passenger rail system in cooperation with existing freight rail operators and owners of right-of-way along a Corridor from Chicago to Columbus through northern Indiana hereafter known as the Northern Indiana/Ohio Passenger Rail Initiative; and

WHEREAS, a well-coordinated transportation system of rail, air, highways, and water provide economic benefits and efficiencies to all municipalities along and in close proximity to the rail line; and

WHEREAS, Chicago is the largest economic center of the Midwest and creating another transportation link between this Midwest hub and a growth corridor stretching through Northern Indiana to Columbus will make the entire corridor more economically competitive and stimulate economic benefits to the cities, counties, villages, and townships along and in close proximity to the line, according to the Northern Indiana/Ohio Passenger Rail Corridor Feasibility Study and Business Plan; and

WHEREAS, each of the major municipalities along the corridor contributes unique economic strengths that benefit the entire corridor:

The capitol of the State of Ohio, Columbus, within Franklin County (pop. 1,195,537) are home to Nationwide Mutual Insurance, Limited Brands, Huntington Bancshares, Cardinal Health, American Electric Power, Battelle Memorial Institute, Chemical Abstracts, Wendy’s, Bob Evans, Big Lots, and The Ohio State University, as well as regional facilities of JPMorgan Chase, The Kroger Company, Express Scripts, and Alliance Data Retail Systems.

Marysville, Ohio and Union County (pop. 52,300), one of the fastest growing areas of Ohio, are home to the North American headquarters of Honda of America Mfg., Inc., the world headquarters of the Scotts Miracle-Gro Company, Veyance Technologies (formerly Goodyear) and Parker Hannifin.

Kenton, Ohio and Hardin County (pop. 32,058), provide a transportation hub, as six state and federal highways travel through the City, including U.S. Route 68 and State Routes 53, 67, 31, 309, and 292. Hardin County is seen as a manufacturing, agriculture, and educational center because of the presence of a dynamic blend of major manufacturers, a diverse agriculture base, and one of the nation’s finest private universities.

Lima, Ohio and Allen County (pop. 105, 825) are a regional hub for manufacturing such as Ford Motor Company, Procter & Gamble, Dana, General Dynamics, Husky Energy,

Ashland Chemicals, PCS Nitrogen, Ineos, Linde, American Trim and Metokote.

Fort Wayne, Indiana and Allen County (pop. 355,329) offer cultural attractions, arts, and theater that rival those of the United States' larger metropolitan cities. Attractions such as Fort Wayne Children's Zoo, Science Central, and Tin Caps minor league baseball offer something for everyone. The city is home to Fortune 500 Company Steel Dynamics, Inc. and numerous other manufacturing-related businesses.

Warsaw, Indiana and Kosciusko County (pop. 77,609) are home to many prominent orthopedic companies including DePuy, Zimmer / Biomet, and Medtronic, totaling \$11 billion in annual sales, representing 1/3 of the world's orthopedics sales volume, and representing an employment base of 13,000 direct and indirect jobs. Grace College & Seminary in Winona Lake offers its 1,600 students a diverse environment with high academic standards in over 60 majors.

Plymouth, Indiana and Marshall County (pop. 47,024) have the advantage of being centrally located between Chicago, Indianapolis, and Detroit. With its small town feel and big city proximity, it is the perfect location to call home or to locate a business. Internationally-recognized Culver Academies, hosting secondary students from 19 countries and 41 states, is the largest single employer within Marshall County.

Valparaiso, Indiana and Porter County (pop. 165,682) are located in the northwest corner of the state and are considered part of the Chicago Metropolitan area. Valparaiso University, an independent Lutheran, liberal arts institution with 3,000 undergraduates and 1,000 law and graduate students from most U.S. states and 50 countries, calls the city home.

Gary, Indiana and Lake County, Indiana (pop. 80,294) are located in the southeastern portion of the Chicago metropolitan area. Gary, known for its steel-manufacturing legacy, seeks to capitalize on its proximity to the Midwest region's economic core with a major public - private development partnership centered on the Gary - Chicago International Airport.

WHEREAS, there are 141 institutions of higher education located within 25 miles of the railheads designated in the Feasibility Study and Business Plan for the passenger rail corridor, and there are more than 896,000 students enrolled at these 141 institutions; and

WHEREAS, an economically vibrant Midwest will provide a higher quality of life for its residents; and

WHEREAS, the passenger rail corridor, in cooperation with the owners of the existing rail right-of-way, would accommodate both future high speed passenger rail and freight rail service within the corridor by utilizing and improving the existing track configuration and rail crossings; and

WHEREAS, it is the intent and purpose of this Agreement to continue to cultivate a working relationship among the parties to facilitate the development and implementation of passenger rail service, and to plan for future integration of the Northern Indiana / Ohio Corridor into a larger regional and national passenger rail network; and

WHEREAS, high speed rail encourages higher-density, mixed-use development at or near

stations, improves business productivity, expands visitor opportunities, broadens regional labor markets, and helps support the growth of technology clusters, according to the U.S. Conference of Mayors report, “The Economic Impacts of High Speed Rail on Cities and their Metropolitan Areas”; and

WHEREAS, the Parties propose to act in partnership with the Federal Railroad Administration (FRA) in advancing the development of an inter-city passenger rail corridor on existing right-of-way linking several communities in the states of Ohio, Indiana, and Illinois; and

WHEREAS, it is necessary for municipal and county governmental and regional planning jurisdictions in the three States to jointly undertake and coordinate a variety of tasks in order to realize the objective of creating an inter-city passenger rail corridor mutually benefitting the constituencies served by such governments and planning authorities; and

WHEREAS, significant interstate, regional and inter-local cooperation will be required to coordinate the planning and predevelopment of high speed passenger rail service within this corridor, including tasks of procuring and administering grants; acquiring allocations from the States or from political subdivisions of the States, or from the Federal government; soliciting assistance from private corporations and from other organizations both public and private; and

WHEREAS, the Parties are or may be involved, individually or collectively, in the planning and funding, of inter-city passenger rail transportation services within the corridor, including linkages between surface and air transportation modes; and

WHEREAS, one or more of the Parties or a consortium of the Parties may subsequently agree to collaborate to make available such administrative and coordinating support as may be necessary to the successful fulfillment of the purposes of this Agreement;

NOW THEREFORE, BE IT RESOLVED: That the Parties will cooperate with each other in order to enable a **Tier One Environmental Impact Study (EIS)** and related documents as required by regulations adopted and published by the FRA, and as required by the FRA for their approval of inter-city passenger rail corridors, and to proceed with the EIS at the earliest opportunity;

AND IN FURTHERANCE OF THAT RESOLUTION, THE PARTIES AGREE:

- (1) To cooperate in such joint budgeting, fund-raising, appropriation and procurement activities as may be necessary to obtain the planning, environmental, engineering, and operational analyses required by the FRA for completion of a Tier One EIS;
- (2) To explore the funding needed for the Tier One EIS process and to determine in a fair manner the amount needed from each participating jurisdiction hereafter by the Parties and specified in a separate agreement;
- (3) To participate together with representatives of the Parties in such planning, coordinating, and decision-making activities as may be required from time to time, particularly to guide the bid and contractor selection process, and to manage, evaluate, and complete the EIS;
- (4) To furnish such information whether to the Parties in their collective capacity, to the EIS contractor, or to the FRA, as may be necessary for the completion of the various analyses required by the Tier One EIS process;
- (5) To endeavor in good faith to secure funding, consistent with and in accordance with the

- schedule and project expenditure plan as approved by the Parties in their collective capacity;
- (6) To coordinate the creation and distribution of education and outreach materials to be used to gain support for the continuation of the project;
 - (7) That the Parties of the Northern Indiana/Ohio Corridor and appropriate partners will coordinate fundraising using a mutually agreed-upon strategy. In the event that funding for the program is constrained by statute, rescission of existing law, change in funding requirements or eligibility; or reduction in identified funding levels or availability, the Parties and any partners shall take steps to notify each other as needed in a timely manner;
 - (8) To explore the establishment of a management structure for the project, governed by a board of directors appointed by the Parties, to serve as the project manager and provide advocacy, branding, fundraising, and project development and execution on behalf of the parties.
 - (9) This MOA constitutes the entire agreement among the parties, and no changes or modifications to this MOA shall be made unless agreed to by all parties to this MOA in writing; and
 - (10) Upon consent of the original parties to the MOA, additional parties may become signatories to the MOA.

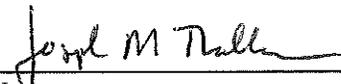
This Memorandum of Agreement is approved by:

Name	Title/Organization	Date
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- schedule and project expenditure plan as approved by the Parties in their collective capacity;
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 - (10) Upon consent of the original parties to the MOA, additional parties may become signatories to the MOA.

This Memorandum of Agreement is approved by:

	Mayor, City of Warsaw, Indiana	8-6-2014
Name	Title/Organization	Date
Joseph M. Thallemer		

RESOLUTION NO. 14-012

**A RESOLUTION AUTHORIZING THE CITY OF KENTON,
OHIO TO ENTER INTO A MEMORANDUM OF
AGREEMENT FOR THE PARTICIPATION IN THE
NORTHERN INDIANA/OHIO PASSENGER RAIL
INITIATIVE AND DECLARING AN EMERGENCY.**

WHEREAS, in conjunction with the City of Kenton, Ohio, the City of Columbus, Ohio, City of Lima, Ohio, City of Marysville, Ohio, City of Fort Wayne, Indiana, City of Warsaw, Indiana, City of Plymouth, Indiana, City of Valparaiso, Indiana, City of Gary, Indiana, and the Mid-Ohio Regional Planning Commission have proposed to systematically and incrementally develop a intercity passenger rail system in cooperation with existing freight rail operators and owners of right-of-way along a corridor from Chicago to Columbus through northern Indiana (the “Northern Indiana/Ohio Passenger Rail Initiative”);

WHEREAS, a passenger rail corridor established by the Northern Indiana/Ohio Passenger Rail Initiative would, in cooperation with the owners of the existing rail right-of-way, accommodate both future high speed passenger rail and freight rail service within the corridor by utilizing and improving the existing track configuration and rail crossings;

WHEREAS, the above-mentioned parties desire to enter into a Memorandum of Agreement to continue to cultivate a working relationship among the parties and the Federal Railroad Administration to facilitate the development and implementation of passenger rail service and to plan for future integration of the Northern Indiana/Ohio Corridor into a larger regional and national rail network; and

WHEREAS, the Council of the City of Kenton now desires to enter into this Resolution to approve the Memorandum of Agreement and authorize the Mayor to execute the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kenton, Ohio:

SECTION I. That the Council hereby authorizes the City of Kenton to enter into a Memorandum of Agreement in substantially the form attached hereto as Exhibit A and the Mayor be and is hereby authorized and directed to execute the above described agreement.

SECTION II. This Resolution shall be an emergency measure for the immediate and best protection of the public peace, health, safety, and welfare, the particular emergency being the need to timely coordinate and participate in the Northern Indiana/Ohio Passenger Rail Initiative. Therefore, if passed by the requisite two-thirds of all members elected to Council, this Resolution shall be in force and effect from and after its approval by the Mayor; otherwise, from and after the earliest period allowed by law.

Passed this 25th day of August, 2014.



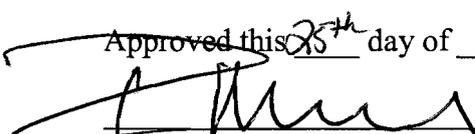
President of Council

Attest:



Clerk

Approved this 25th day of August, 2014.

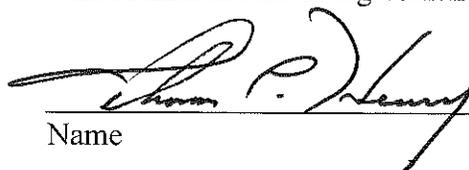


Mayor

Editor's Note Randy Mann, Mayor

- (3) To participate together with representatives of the Parties in such planning, coordinating, and decision-making activities as may be required from time to time, particularly to guide the bid and contractor selection process, and to manage, evaluate, and complete the EIS;
- (4) To furnish such information whether to the Parties in their collective capacity, to the EIS contractor, or to the FRA, as may be necessary for the completion of the various analyses required by the Tier One EIS process;
- (5) To endeavor in good faith to secure funding, consistent with and in accordance with the schedule and project expenditure plan as approved by the Parties in their collective capacity;
- (6) To coordinate the creation and distribution of education and outreach materials to be used to gain support for the continuation of the project;
- (7) That the Parties of the Northern Indiana/Ohio Corridor and appropriate partners will coordinate fundraising using a mutually agreed-upon strategy. In the event that funding for the program is constrained by statute, rescission of existing law, change in funding requirements or eligibility; or reduction in identified funding levels or availability, the Parties and any partners shall take steps to notify each other as needed in a timely manner;
- (8) To explore the establishment of a management structure for the project, governed by a board of directors appointed by the Parties, to serve as the project manager and provide advocacy, branding, fundraising, and project development and execution on behalf of the parties.
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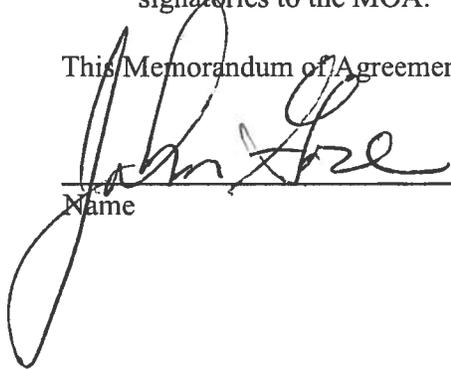
This Memorandum of Agreement is approved by:

	MAYOR	8/19/14
Name	Title/Organization	Date

Editor's Note, Thomas Henry, Mayor, City of Fort Wayne

- schedule and project expenditure plan as approved by the Parties in their collective capacity;
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This Memorandum of Agreement is approved by:

	Mayor, City of Mansville	8-7-2014
Name	Title/Organization	Date

- schedule and project expenditure plan as approved by the Parties in their collective capacity;
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This Memorandum of Agreement is approved by:



Mayor, City of Columbus

9/5/2014

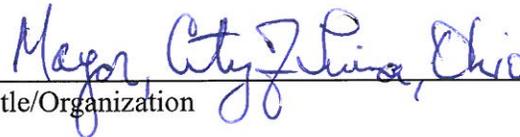
Name

Title/Organization

Date

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This Memorandum of Agreement is approved by:

		
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This Memorandum of Agreement is approved by:

<i>Robert H. Zee</i>	<i>Director Multimodal Planning Program</i>	<i>August 12, 2014</i>
Name	Title/Organization	Date
	<i>INDOT</i>	

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This Memorandum of Agreement is approved by:

	<i>Mayor City of Plymouth</i>	<i>8-12-14</i>
Name	Title/Organization	Date

regulations adopted and published by the FRA, and as required by the FRA for their approval of inter-city passenger rail corridors, and to proceed with that Study at the earliest opportunity;
AND IN FURTHERANCE OF THAT RESOLUTION, THE PARTIES ALL AGREE:

- (1) To cooperate in such joint budgeting, fund-raising, appropriation and procurement activities as may be necessary to obtain the planning, environmental, engineering, and operational analyses required by the Federal Railroad Administration for completion of an EIS;
- (2) To contribute to the support and funding of the EIS process as a participating jurisdiction in a fair manner in an amount to be determined hereafter by the Parties and specified in a separate agreement;
- (3) To participate together with representatives of the Parties in such planning, coordinating, and decision-making activities as may be required from time to time, particularly to guide the bid and contractor selection process, and to manage, evaluate, and complete the EIS;
- (4) To furnish such information whether to the Parties in their collective capacity, to the EIS contractor, or to the Federal Railroad Administration, as may be necessary to the completion of the various analyses required by the Tier One EIS process;
- (5) To endeavor in good faith to secure funding, consistent with and in accordance with the schedule and project expenditure plan as approved by each of the Parties;
- (6) To coordinate the creation and distribution of education and outreach materials to be used to gain support for the continuation of the project;
- (7) That the Parties of the Northern Indiana / Ohio Corridor and appropriate partners will coordinate fundraising using a mutually agreed-upon strategy. In the event that funding for the program is constrained by statute; recession of existing law; change in funding requirements or eligibility; or reduction in identified funding levels or availability, the Northern Indiana / Ohio Corridor and any partners shall take steps to notify each other as needed in a timely manner;
- (8) To explore the establishment of a management structure for the project, governed by a board of directors appointed by the Parties, to serve as the project manager and provide advocacy, branding, fundraising, and project development and execution on behalf of the parties; and

This Memorandum of Agreement is approved by:

Jon Costas		Mayor City of Valparaiso	September 9, 2014
Name	Signature	Title/Organization	Date

schedule and project expenditure plan as approved by the Parties in their collective capacity;

- (6) To coordinate the creation and distribution of education and outreach materials to be used to gain support for the continuation of the project;
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Title/Organization

Date