

**Minutes of Meeting of Members  
of  
Mid-States Corridor Regional Development Authority**

November 6, 2020

**Call to Order**

Chairman Mark Schroeder called to order the meeting of the members of Mid-States Corridor Regional Development Authority ("**Mid-States**") at 4:21 P.M., EST, on November 6, 2020, in the Conference Room at the Offices of Dentons Bingham Greenebaum LLP, 212 West 6<sup>th</sup> Street, Jasper, Indiana.

**Roll Call**

Chairman Mark Schroeder conducted a Roll Call.

Mark A. Schroeder	Present in Person
Scott Blazey	Absent
David Drake	Present in Person
Sue Ellspermann	Present in Person
Ken Mulzer, Jr.	Present via Teleconference

Others Present: William J. Kaiser, Jr., Legal Counsel

A quorum being present, the meeting was called to order by Mark Schroeder, Chairman.

Chairman Schroeder noted that there were a number of additional members of the public who were requesting attendance at the meeting but unable to attend physically because of COVID-19 conditions related to the meeting facility. It was determined to allow four representatives of those requesting to attend in person to be present physically at the meeting, and the remainder of those requesting participation were provided a toll free teleconference number to participate via teleconference at the meeting. Those four guest representatives attending were David Ring, Sheila Wendholt, Mike Kendall and Elizabeth Elshoff.

Before beginning the meeting, Chairman Schroeder provided a brief explanation to those guest representatives and those listening via teleconference regarding the steps by which Mid-States was formed as a regional development authority, with the member organizations being Spencer County, Dubois County, the City of Jasper and the City of Huntingburg.

Chairman Schroeder further identified the primary purpose of Mid-States to conduct a study for the review of the North-South Corridor primarily following the path of U.S. Hwy 231.

Chairman Schroeder identified to the guest participants and those participating by teleconference that Mid-States entered into a Memorandum of Understanding with the Indiana Department of Transportation ("INDOT"). Subsequently, INDOT entered into a contract after an interview process during which The Lochmueller Group was selected to perform the Tier I Study regarding the North-South Corridor. Chairman Schroeder elaborated that The Lochmueller Group works for INDOT and that the funding for the study is being provided through a joint funding arrangement between public and private contributors.

**Approval of Minutes**

The first order of business was the approval of the August 7, 2020 minutes. A motion was introduced by Sue Ellspermann, and seconded by David Drake, and the following resolution was introduced:

**WHEREAS**, the Board has reviewed the August 7, 2020 minutes of Mid-States.

**NOW, THEREFORE, BE IT RESOLVED**, that the August 7, 2020 minutes are hereby approved.

Chairman Schroeder then requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	<u>Absent</u>
David Drake	<u>Yea</u>
Sue Ellspermann	<u>Yea</u>
Ken Mulzer, Jr.	<u>Yea</u>
Mark A. Schroeder	<u>Yea</u>

**Financial Report**

Chairman Schroeder then reported to the Board as to the financial matters for Mid-States.

Chairman Schroeder reported the financial status of Mid-States and provided a summary of the Third Quarter Financial Statement (attached) which was prepared by the outside accountant, BHP Tax & Accounting, which report previously was provided to the Directors in the meeting packet.

After discussion and upon motion made by David Drake, and seconded by Sue Ellspermann, the following resolution was introduced:

**RESOLVED**, that the financial report presented by Chairman Schroeder be accepted and approved.

Chairman Schroeder then requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	<u>Absent</u>
David Drake	<u>Yea</u>
Sue Ellspermann	<u>Yea</u>
Ken Mulzer, Jr.	<u>Yea</u>
Mark A. Schroeder	<u>Yea</u>

Other Business

Mid-States Corridor Study

Chairman Schroeder then discussed with the Board the status of the Tier I Study and the actions by Lochmueller Group. Chairman Schroeder commented that the Study is behind its original timeline by approximately six months. Federal Highway is expected to allow procedures to be adopted for public input and public meetings as required under NEPA standards, which is a major component of the Tier I Study criteria. Chairman identified that a new timeline is expected to be published by INDOT and Lochmueller Group prior to December 31, 2020.

Website

Chairman Schroeder identified that pursuant to prior approval by the Board, Mid-States is continuing to pursue a website to post and provide additional information regarding Mid-States and its organizational structure, minutes and other available information related to its activities.

Payment of INDOT Invoice

Chairman Schroeder noted that because of the significant delay in work, no quarterly payment was required for the Tier I Study.

Future Meetings

Chairman Schroeder then reviewed the proposed dates for the future quarterly meetings in 2021 with the Board then discussed the timing of the meetings.

After discussion and upon motion made by Sue Ellspermann, and seconded by David Drake, the following resolution was introduced:

**RESOLVED**, that the future meeting dates presented by Chairman Schroeder be accepted and approved as follows:

- Friday, February 5, 2021
- Friday, May 7, 2021
- Friday, August 6, 2021
- Friday, November 5, 2021.

Chairman Schroeder then requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	<u>Absent</u>
David Drake	<u>Yea</u>
Sue Ellspermann	<u>Yea</u>
Ken Mulzer, Jr.	<u>Yea</u>
Mark A. Schroeder	<u>Yea</u>

Following the vote to approve, Chairman Schroeder requested input regarding the future location of the quarterly meetings in order to accommodate more public participation. The Board then discussed the need for continuing social distancing and suggested that future locations should accommodate at least 50 persons. It was suggested that the Board investigate the possibility of having future meetings at the Habig Center, the Huntingburg Event Center and other places, and requested that those facilities and others be identified as to their availability for the proposed quarterly meeting dates, the cost and the ability to meet social distancing requirements.

Chairman Schroeder then noted that prior to the meeting there had been discussion with those participants who wanted to attend in person, including the request for a potential Q&A session about Mid-States and the structure of a regional development authority. Chairman Schroeder agreed with the Board to provide a Q&A session at the February 5, 2021, meeting to answer questions regarding the structure of Mid-States and about regional development authorities.

Chairman Schroeder also noted that Mr. Kaiser had spoken to a number of the persons who were not able to participate in the meeting by being physical present and had agreed to answer questions in the interim posed by email regarding the regional development authority structure and provide documentation regarding its organization.

Mr. Kaiser also was instructed to provide contact information for INDOT representatives to the persons attending who could provide additional information to those interested in knowing more about the Mid-States Corridor Tier I Study.

There being no further business, the meeting was adjourned at 5:18 P.M., by motion of Sue Ellspermann, and seconded by David Drake, which motion was unanimously approved.



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Sue Ellspermann, Secretary

**Minutes of Meeting of  
Members of  
Mid-States Corridor Regional Development Authority**

**August 7, 2020**

**Call to Order**

Chairman Mark Schroeder called to order the meeting of the members of Mid-States Corridor Regional Development Authority ("**Mid-States**") at 4:00 P.M., EST, on August 7, 2020, in the Conference Room at the Offices of Dentons Bingham Greenebaum LLP, 212 West 6<sup>th</sup> Street, Jasper, Indiana.

**Roll Call**

Chairman Mark Schroeder conducted a Roll Call.

Mark A. Schroeder	Present
Scott Blazey	Absent
David Drake	Present
Sue Ellspermann	Present via Teleconference
Ken Mulzer, Jr.	Present via Teleconference

Others present: William J. Kaiser, Jr.,  
Legal Counsel

Joe Keusch, private citizen/resident of Dubois County

A quorum being present, the meeting was called to order by Mark Schroeder, Chairman.

Chairman Schroeder then welcomed Joe Keusch, a Dubois County citizen.

Chairman Schroeder provided a brief overview and background regarding the Regional Development Authority and the Mid-States Corridor Project.

**Approval of Minutes**

The first order of business was the approval of the June 5, 2020 minutes. A motion was introduced by Sue Ellspermann, and seconded by David Drake, and the following resolution was introduced:

**WHEREAS**, the Board has reviewed the June 5, 2020 minutes of Mid-States.

**NOW, THEREFORE, BE IT RESOLVED**, that the June 5, 2020 minutes are hereby approved.

Chairman Schroeder requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	Absent
David Drake	Yes
Sue Ellspermannn	Yes
Ken Mulzer, Jr.	Yes
Mark A. Schroeder	Yes

**Financial Report**

Chairman Schroeder reported to the Board as to the financial matters for Mid-States.

Chairman Schroeder reported regarding the 2<sup>nd</sup> Quarter financial report (copy attached).

After discussion and upon motion made by David Drake, and seconded by Sue Ellspermann, the following resolution was introduced:

**RESOLVED**, that the financial report presented by Chairman Schroeder be accepted and approved.

Chairman Schroeder requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	Absent
David Drake	Yes
Sue Ellspermannn	Yes
Ken Mulzer, Jr.	Yes
Mark A. Schroeder	Yes

**Other Business - BHP Tax & Accounting**

Chairman Schroeder discussed with the Board the BHP Tax & Accounting engagement letter. Chairman Schroeder reviewed the proposed engagement with BHP Tax & Accounting, which would provide for the outside reconciliation of the checking account and quarterly financial compilations.

After discussion and upon motion made by David Drake, and seconded by Ken Mulzer, Jr., the following resolution was introduced:

**RESOLVED**, that Mark Schroeder be authorized to execute the BHP Tax & Accounting engagement letter on behalf of Mid-States.

Chairman Schroeder then requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey	Absent
David Drake	Yes
Sue Ellspermannn	Yes

Ken Mulzer, Jr. Yes  
Mark A. Schroeder Yes

**Payment of INDOT 2<sup>nd</sup> Quarter Invoice**

Chairman Schroeder then distributed for review and discussion the 2<sup>nd</sup> Quarter Invoice from INDOT [copy attached]. Following discussion by the Board members regarding the invoice and its peer review by INDOT for the work completed by Lochmueller Group, upon motion made by David Drake to approve payment of the invoice, and seconded by Sue Ellspermann, the following resolution was introduced:

**RESOLVED**, that the 2<sup>nd</sup> Quarter Invoice from INDOT for the work completed by the Lochmueller Group, be accepted and approved for payment.

Chairman Schroeder requested a vote to adopt the above resolution.

Chairman Schroeder conducted roll call vote to adopt the above resolution.

Scott Blazey Absent  
David Drake Yes  
Sue Ellspermann Yes  
Ken Mulzer, Jr. Yes  
Mark A. Schroeder Yes

**Other Business - Website**

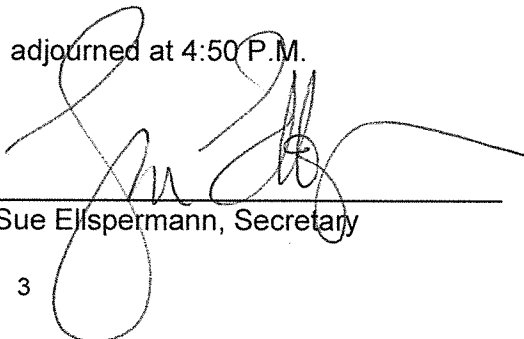
Chairman Schroeder discussed the possible need for a website to provide a landing page which would identify the information, background and overview of the Mid-States Project. The Board members asked that the mock page be shared with Board members when available.

**Tier I Study Update**

Chairman Schroeder asked Mr. Kaiser to provide an update with respect to the Tier I Study. Mr. Kaiser then reviewed that he and Chairman Schroeder had a teleconference with INDOT regarding the impact of COVID-19 on the Tier I Study, including concerns for the opportunity for public input and intra-agency communications and meetings with respect to the Project. INDOT is expected to provide a response and updated proposed timeline for 2020/2021 with respect to the Tier I Study.

Chairman Schroeder then identified that the Jasper office of The Lochmueller Group has re-opened by appointment and are expected to re-open publicly for regular hours with the restart of Vincennes University's school year.

There being no further business, the meeting adjourned at 4:50 P.M.

  
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Sue Ellspermann, Secretary

**Mid-States Corridor Regional Development Authority**  
**Report of Receipts & Disbursements**  
**2nd Quarter 2020**

Beginning Checking Account Balance 3/31/20 \$2,140,096.22

	<u>Receipts</u>	<u>Disbursements</u>
2019 Private Sector Pledge Contributions	\$0.00	
2020 Private Sector Pledge Contributions	\$3,333.00	
2020 Public Sector Pledge Contributions	\$0.00	
Rent Received	\$1,500.00	
Interest Received	\$2,174.31	
Refund of 2018 Audit Overpayment	\$0.00	
<b>Total Receipts</b>	<b>\$7,007.31</b>	
Dentons Bingham Greenbaum Payments		\$9,400.00
VUJC Rent Payments		\$1,500.00
LWG Audit Payments		\$8,000.00
Indiana Department of Transportation Payments		\$1,120,000.00
<b>Total Disbursements</b>		<b>\$1,138,900.00</b>

Ending Checking Account Balance 6/30/20 \$1,008,203.53



July 15, 2020

Mark Schroeder  
Mid-States Corridor Regional Development Authority  
212 West 6<sup>th</sup> Street  
Jasper, IN 47546

Dear Mr. Schroeder:

We appreciate the opportunity to provide Quarterly Bookkeeping & Compilation Report Services to Mid-States Corridor Regional Development Authority.

This Engagement Letter and Service Agreement (this "Agreement") is to confirm our understanding of the terms and objectives of our engagement, as well as the nature and limitations of the services we will provide.

#### **Engagement**

BHP Tax & Accounting, Inc. "(BHP)" has been contracted to provide quarterly bookkeeping & compilation report services. The following tasks will be completed starting on 1/1/2020.

#### **Quarterly**

- Input all accounting records into electronic format
- Bank account reconciliations
- Preparation of a compilation report for the previous quarter

These services will be completed within 10 business days of receiving all required information for the period.

This Agreement does not include services that might be needed that do not relate to the normal operation of the business, such as the acquisition or sale of major assets, income modeling or forecasting, tax return preparation and filing, tax planning, setup of new employees, employee terminations, employment verification, resending W-2s, correcting 1099s, reviewing and responding to IRS or state tax notices, property tax filings, governmental agency audits, postage, and delivery. These services will be billed at a rate to be agreed upon when the need for specific services arises.

#### **Documents and Information Required**

It is your responsibility to provide all the documents and information required for the preparation of your financial reports. You agree that effective communication can only occur if you give BHP efficient and unrestricted access to your financial documents, records, and information and if you are responsive to questions, we ask about the information you provide.

To complete the services described herein, BHP must obtain the following documents. If these documents are not provided in a timely manner, the timeframe stated above will be extended accordingly. The required documents include:

- Bank and credit card statements for the period.
- Verification documents for all bank deposits, i.e. deposit slips, invoices, cash register receipts, or summaries of sales and deposits.
- Canceled checks. An electronic format or bank-generated copies are acceptable.
- Receipts for business-related purchases paid with cash register funds and/or petty cash funds.
- A detailed listing of pledges receivable for the end of the prior quarter.
- A detailed listing of accounts receivable and accounts payable for the end of the prior quarter.

Please note that other documents may be required during the course of this engagement.

You should retain all documents and all other material data that form the basis of your financial information. You also represent and agree that you are sole custodian of the original documents and data. Your original documents and data comprise the backup and support for your financial reports and tax filings. Our records and files are our property and not a substitute for your own records. Our firm destroys client files after a retention period of seven (7) years, after which time these items will no longer be available. Also, catastrophic events or physical deterioration may result in our records being unavailable.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Fees**

BHP's fee for the services listed in this Agreement is billed at \$125 per hour and is estimated not to exceed two hours each quarter.

BHP will process a payment via ACH debit on the upon completion of that quarter's services, as authorized in the attached Payment Authorization Form. Services will not be started until payment has been received.

Mid-States Corridor Regional Development Authority acknowledges and agrees that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this Agreement. The client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the client's failure to pay on a timely basis, BHP shall not be liable for any damages that occur as a result of ceasing to render services.

#### **Scope and Limitations**

We may provide reports which contain portions of financial information. These reports are limited to information that are the representations of management. We will make no attempt to adjust the records to reflect generally accepted accounting principles (GAAP). We will not provide any financial statements other than those reports which are used for internal management purposes and tax purposes.

We will not perform any review, or audit of any of the financial information. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft, and therefore, have not included any procedures designed or intended to discover such acts. You agree we have no responsibility to do so.

We do not at any time provide legal services of any type.

#### **Termination of Engagement**

Either party may terminate this relationship with thirty (30) days written notice to the other, including email notification, provided that such notice has been received.

During the 30-day termination period, projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

#### **Limit of Liability**

Mid-States Corridor Regional Development Authority hereby agrees that BHP's or Brad & Heather Pund's total liability for any breach of this Agreement, for any failure to perform any term of this Agreement, for any claims relating to or arising out of its performance of this Agreement, and for its own ordinary or gross negligence in any aspect of its relationship with Mid-States Corridor Regional Development Authority, regardless of form of action, shall be limited to the most recent quarterly amount billed for services agreed to hereunder as its exclusive remedy. Mid-States Corridor Regional Development Authority agrees that it shall not make any claim against BHP or Brad & Heather Pund beyond such amount of monthly account, and BHP and Brad & Heather Pund may rely on this paragraph as a complete bar to any such claim.

More specifically, Mid-States Corridor Regional Development Authority agrees that BHP and Brad & Heather Pund are not, and shall not be deemed to be, liable for any losses resulting from advice provided by them or either of them, or from work done by them, or for loss of profits of Mid-States Corridor Regional Development Authority or of any other party which may flow therefrom, whether it be direct or incidental, whether or not they have been advised of the possibility of such damages, and Mid-States Corridor Regional Development Authority acknowledges and agrees to the same hereto.

Neither party may bring any action arising out of the services described in this Agreement, regardless of form, more than one year after the date of the last services provided.

#### **Indemnification**

As an additional consideration for BHP to provide Mid-States Corridor Regional Development Authority these services, Mid-States Corridor Regional Development Authority agrees to release, indemnify, defend, and hold harmless BHP, its partners, officers, directors, members, employees, and agents from and against any and all claims, demands, suits, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or in connection with any known misrepresentations or fraud participated in by management or any employees of Mid-States Corridor Regional Development Authority, or such errors resulting from incomplete or inaccurate information provided by management or any employees of Mid-States Corridor Regional Development Authority, and such indemnity shall not be limited to the term of this Agreement but shall be ongoing even after its termination.

**Governing Law**

BHP and Mid-States Corridor Regional Development Authority both agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at BHP's office located in Huntingburg, IN and shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of Indiana.

**Complete Agreement**

This Agreement is contractual in nature and includes all relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties.

Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all parties. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

This Agreement is fully and voluntarily entered into by both parties. Each party states that he, she, or it has read this Agreement, has obtained advice of counsel if he, she, or it so desired, understands all of this Agreement, and executes this Agreement voluntarily and of his, her, or its own free will and accord with full knowledge of the legal significance and consequences of this Agreement.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this Agreement in the space provided and return the original signed Agreement to me, keeping a fully-executed copy for your records.

Acknowledged and Accepted:

Submitted By:

\_\_\_\_\_  
Mid-States Corridor Regional Development Authority

\_\_\_\_\_  
Signed on Behalf of BHP Tax & Accounting, Inc.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# INDIANA DEPARTMENT OF TRANSPORTATION

## INVOICE

100 North Senate Avenue  
Room IGC-N 749  
Indianapolis, Indiana 46204-2216

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

Bill To:  
Mid - States Corridor Regional  
212 West 6th Street  
Jasper IN 47546

Customer No: CST000041811  
Invoice: 000060408  
Invoice Date: 7/31/2020  
Invoice Type: LPA

**AMOUNT DUE: \$612,000.00**

**\*\*\* Payment is Due Upon Receipt of Invoice \*\*\***

Line	Product Description	Quantity	Unit Amt	Net Amount
1	CY20 Q3 PCN 800180194100ST6, Contract ON180187, PR 67 Midstates Corridor Tier 1 EIS Study US-231 Corridor, Ohio River/IN-KY State Line to I-69 Exit	1.00	612,000.00	612,000.00

Subtotal: \$612,000.00

Amount Due: \$612,000.00

Payment Options  
See Reverse Side