Heartland Port Authority of Central Missouri Board of Commissioners

Jefferson City Area Chamber of Commerce

Tuesday, February 18, 2020 7:30am

Tentative Agenda

- 1. Roll Call
- 2. Approval of Agenda
- 3. Approve Minutes
- 4. Public Comment
- 5. Old Business
 - 5.1. MASBDA Grant Bonnot
 - 5.2. Legislation for Land Conveyance HB 1330/SB 585 Mihalevich
 - 5.3. Agreement for Professional Services Mihalevich
- 6. New Business
 - 6.1. American Patriot Holdings/Plaquemines Port Harbor MOU Mihalevich
- 7. Staff Report
- 8. Commissioners Reports & Invited Guests
 - 8.1. Inland Rivers, Ports and Terminals, Inc.
 - 8.2. MASBDA Grant Letter of Support for AGRIServices of Brunswick Mihalevich
- 9. Adjournment

Next Meeting Tuesday, March 17 - 7:30am

MINUTES

Board of Commissioners Meeting Tuesday, January 21, 7:30am.

Arthur P. Grimshaw Board Room

PRESENT:

BOARD:

Calvin Broughton Jeff Naught Thomas Woods

Roger FischerAnn PardalosJim JordanKris ScheperleRick MihalevichHank Stratman

STAFF:

Missy Bonnot

GUESTS:

Jeff Haldiman, News Tribune; Rob Morrison, Barr Engineering; Charles Sullivan, Cook, Flatt and Strobel Engineers

REGULAR BUSINESS:

1. Roll Call: Missy Bonnot

2. Approval of Agenda: Chairman Mihalevich

Mihalevich had an addition of 6.3 Inland River Port and Terminals Calvin Brought made a motion to approve. Roger Fischer seconded. Motion passed

3. Installation of New Board Members: Chairman Mihalevich

Mihalevich welcomed new Board members; Jeff Naught-Cole County, Ann Pardalos -Jefferson City; and Thomas Woods- Callaway County. Mihalevich as the new board members to sign the Oath of Office and immediately following the meeting, Angi Baugher, will notarize the document.

4. Approve Minutes: Chairman Mihalevich

Jim Jordan made a motion to approve and Jeff Naught seconded. Motion passed.

5. **Public Comments:** Chairman Mihalevich

Self-introductions were made by board and guests.

6. Old Business: Chairman Mihalevich

6.1 MASBDA Grant – Rick Mihalevich reported Decision Innovation Solutions is getting very close to completing the Comprehensive Market Study and Detailed Business Plan. Missy Bonnot provided the latest report that was submitted to MASBDA. Over 70 surveys have been completed and 22 additional high value respondents have been identified. Stakeholders will be and DIS will be reaching out to the businesses in the near future.

- 6.2. Legislation for Land Conveyance HB 1330/SB 585 the House Transportation hearing was held on January 16 in which Mihalevich testified to convey the proposed 116-acre site through legislation. Representative Veit doesn't anticipate any road blocks and is optimistic it will pass this session.
- 6.3 Inland River Port and Terminals- There was discussion about HPA joining IRPT. Thomas Woods commented he spoke to the Association and they would discount the membership by half if the HPA joined at \$450. Kris Scheperle made the motion to join IRPT. Jeff Naught seconded. Motion passed. IRPT will be held in Jefferson City in February and the HPA has been asked to be a sponsor of the event. The sponsorship would be \$350. Roger Fischer made the motion to be a sponsor. Jeff Naught seconded. Motion passed.

7. New Business: Chairman Mihalevich

7.1 Election of Officers- Chairman Mihalevich asked for nominations for Chairman. Jim Jordan made a motion to elect Rick Mihalevich. Hank Stratman seconded. Motion passed.

Chairman Mihalevich asked for nominations for Vice Chairman. Mihalevich made a motion to elect Roger Fischer. Jeff Naught seconded. Motion passed.

Chairman Rick Mihalevich asked for nominations for Secretary. Roger Fischer made a motion to elect Thomas Woods as secretary. Hank Stratman seconded. Motion passed.

Chairman Rick Mihalevich asked for nominations for Treasurer. Jim Jordan made a motion to elect Kris Scheperle as treasurer. Calvin Broughton seconded. Motion passed.

7.2 Agreement for Professional Services-Rick Mihalevich reported for the last year the HPA has had an agreement in place with the Jefferson City Area Chamber of Commerce to serve in an administrative role. The group decided to bring back an updated Agreement reflecting current dates and review at the February meeting. It was also mentioned to have some type of reimbursement policy for Board members to get reimbursed for Port Authority related expenses such as meals, gas, etc.

8. Staff Report: Bonnot

Missouri Port Authority Association will be held in Jefferson City on February 4 and 5th. Missy will be attending and representing HPA.

9. Commissioners Reports and Invited Guests:

Commissioner Reports-Roger Fischer reported he facilitated a meeting with the Farmer's Business Network. This was the second meeting that has been held. The purpose of the meeting was to discuss the potential use of a port to farmers.

9. Adjournment:	Chairman .	Miha	levich
Mihalevich adjourn	ned the med	eting.	

Next meeting Tuesday, February 18 th .	
Minutes submitted by:	

Missy Bonnot, Director of Economic Development Jefferson City Area Chamber of Commerce

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES contract, hereinafter referred
to as "Agreement", made and entered into this day of,
2020, by and between the HEARTLAND PORT AUTHORITY OF CENTRAL
MISSOURI, a political subdivision of the State of Missouri, hereinafter referred to as
"Port Authority" and THE JEFFERSON CITY AREA CHAMBER OF COMMERCE, a
not-for-profit organization registered in the State of Missouri, hereinafter referred to as
the "Chamber of Commerce". WHEREAS, the PORT AUTHORITY is a political
subdivision of the State of Missouri and has the power and authority to enter into
contracts, and; WHEREAS, the JEFFERSON CITY AREA CHAMBER OF
COMMERCE is a not-for-profit organization registered in the State of Missouri, and has
the power and authority to enter into contracts,

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND AGREEMENTS HEREIN SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

For the period of January 1, 2020 to December 31, 2020 and on a month to month basis thereafter until such time as a new agreement is negotiated, the Port Authority hereby retains the professional services of the Chamber of Commerce under the terms and conditions hereof;

SERVICES TO BE PROVIDED BY CHAMBER OF COMMERCE

- Provide implementation services as they relate to the Port Authority's planned development in conjunction and in cooperation with all other appropriate parties;
- Complete all administrative tasks as required by the Missouri Department of Transportation (MoDOT) administrative grant-in-aid;
- Complete and compile all documentation necessary for application to MoDOT for the administrative grant-in-aid;
- Record and maintain all financial transactions for the Port Authority;
- Prepare and administer any appropriate grant, loan applications and awards as they relate to the implementation of the Port Authority's planned development;
- Work as a liaison on behalf of the Port Authority in gaining the necessary information and support for port development from community officials, area business groups and all other appropriate parties;
- Provide marketing assistance to support business attraction efforts, to include soliciting letters of interest and/or intent as a priority

- Coordinate activities with and provide support to the Port operator, and/or tenants of the Port facility;
- Assist in land acquisition negotiations when needed;
- Negotiate costs on behalf of the Port Authority for all other services rendered;
- Other support to promote the mission of the Heartland Port Authority of Central Missouri.
- Such other services as the parties may agree.

COST OF SERVICES

In consideration of the above services, the Port Authority agrees, subject to the availability of grant funds, to pay as compensation to the Chamber of Commerce the sum of twenty-five thousand dollars (\$25,000.00) per year. Such payments to be made in one annual payment on July 15, 2020. At the request of the Port Authority, the Chamber of Commerce shall provide an annual report no later than 60 days after conclusion of the Agreement on activities and services pertaining to the compensation pay under this Agreement.

CHANGES IN AGREEMENT

This Agreement may be altered or amended by written consent by both parties.
IN WITNESS WHEREOF, the parties have executed this Agreement of caused this Agreement to be executed by their respective officers thereunto duly authorized as of the of, 2020.
HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI
By: Rick Mihalevich, Chairman
JEFFERSON CITY AREA CHAMBER OF COMMERCE
By:

Randall G. Allen, President and CEO

MEMORANDUM OF UNDERSTANDING

BETWEEN

HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI

AND

PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT

The Heartland Port Authority of Central Missouri of the State of Missouri and having its main offices in Jefferson City, Missouri, represented herein through Rick Mihalevich, its Chairman and Plaquemines Port Harbor & Terminal District (Plaquemines Port), a subdivision of the State of Louisiana, represented herein by Sandy Sanders, its Executive Director, hereby enters into this Memorandum of Understanding under the following terms and conditions.

WHEREAS,

the parties hereto believe it is in their mutual interest to establish an alliance of cooperation aimed at generating new business by promoting international and inland trade routes; and

such new business would help to increase the present level of economic growth by increasing revenues to Jefferson City on the Missouri River, and Plaquemines Port; and

the parties desire to cooperate in achieving a generation of new improved business and increasing their level of services available,

NOW, THEREFORE, the parties agree to:

- 1. Undertake joint initiatives, subject to their respective regulations to satisfy the above-stated objectives, which will include:
 - a. Joint Marketing Activities As convenient, the parties may elect to undertake joint marketing efforts to generate new shipping business. These joint marketing efforts may include, but are not limited to, joint advertising activities aimed at promoting all international and inland trade routes; joint exhibitor booths at maritime events; joint press conferences; editorial placement and other public relations materials or activities of mutual interest.
 - b. Data Interchange The parties may elect to share data that may be helpful in forecasting future trade flows, developing marketing strategies and obtaining additional knowledge about the shipping

market. The parties may also elect to exchange information that may include, but is not limited to transit information, types of commodities, cargo tonnage, future plans, and liner services.

- c. Market Studies Each party may elect to exchange information contained in studies performed by them, their consultants or representatives that may be of interest to the other party. The information contained in the studies shall be treated in a confidential manner to the extent possible under the applicable public laws of each party. The parties may also elect to perform joint studies that address their areas of respective interest.
- d. Modernization and Improvements The parties may elect to share information regarding improvements and/or modernization efforts being undertaken and which may have as a purpose the need of satisfying an increase in demand or improved customers service to the extent allowed by law.
- e. Training The parties may elect to share information on training programs and may develop joint training seminars as well as cross training activities.
- f. Technological Interchange The parties may elect to share their technological capabilities and programs as well as the information contained in them.
- 2. The term of this Memorandum of Understanding shall be for five (5) years beginning on March 10, 2020.
- 3. The parties have no joint ownership, and this is not a joint venture. Each of the parties is free to work together with other groups.
- 4. This Memorandum of Understanding sets forth the complete agreement of the parties with regard to this alliance of cooperation. It may be amended in writing only, and such amendment shall be effective only after being signed and dated by authorized representatives of both parties.

It is the intention of this document to set forth the general intentions of the parties and not to establish any legally binding rights or obligations. This Memorandum of Understanding shall be effective on the later-dated signature of the authorized representative of each of the parties as set out below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.
PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT
By: Name: Maynard J. "Sandy" Sanders Title: Executive Director
HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI

By:_____

Name: Rick Mihalevich

Title: Chairman

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into effective this ____ day of March 2020 (the "Effective Date") between **PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT**, having a mailing address of P.O. Box 547, Belle Chasse, Louisiana 70037, **HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI** having a mailing address of 213 Adams Street, Jefferson City, MO. 65101, and **AMERICAN PATRIOT HOLDINGS LLC**, having a mailing address of 6423 Collins Avenue, Miami, Florida 33141. Each party may also be referred to herein as "Disclosing Party" or "Receiving Party" as appropriate.

WHEREAS, each party may disclose certain of its "Confidential Information", as defined herein, to the other party for the sole purpose (the "Purpose") of evaluating, negotiating and consummating a possible mutually beneficial business arrangement (the "Transaction"), and each party desires to keep secret and proprietary to itself the content of such disclosure.

NOW, THEREFORE, for and in consideration of the disclosure to each party of the Confidential Information of the other party, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. "Confidential Information" shall mean any and all data and information hereafter provided by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") relating to the operational, technical, financial or other affairs of the Disclosing Party, and shall include but not be limited to ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, or inventions, and all other relevant information pertaining thereto. Upon written request of the Disclosing Party, the Receiving Party agrees, at its option, to (a) return all Confidential Information to the Disclosing Party, or (b) destroy all such Confidential Information and certify such destruction to the Disclosing Party by an appropriate representative of the Receiving Party. The Receiving Party shall be deemed to have destroyed any Confidential Information held in electronic form when deleted from local hard drives so long as no attempt is made to recover such information from servers or back-up sources, and provided that any such retained Confidential Information shall remain subject to the rights and obligations set forth herein, notwithstanding the termination of this Agreement.
- 2. The Receiving Party hereby covenants and agrees that it (a) will use the Confidential Information solely for the Purpose of this Agreement; (b) except as provided herein, will not reveal or disclose any Confidential Information to any person or entity in any manner whatsoever (c) except as provided herein, will not reveal or disclose the fact that the parties have entered into this Agreement or that discussions or negotiations are taking place or have taken place concerning a possible Transaction or any term, condition or other fact relating to the Transaction (collectively "Transaction Information"); and (d) will take all reasonable precautions to keep the Confidential Information confidential.

- 3. The Receiving Party shall be permitted to reveal Confidential Information only to those of its employees, consultants, attorneys, and or accountants (its "representatives") (i) who have a reasonable need to know and use such Confidential Information in furtherance of the Purpose of this Agreement, and (ii) who have been informed of the confidential nature of the Confidential Information of the Disclosing Party and of the obligations of the Receiving Party in respect thereof. The Receiving Party shall not make copies of Confidential Information without the prior written approval of the Disclosing Party, except to the extent necessary to carry out the Purpose of this Agreement. Each party agrees to use the Confidential Information provided by the other party only for the Purpose stated herein.
- 4. Notwithstanding anything herein to the contrary, Confidential information shall not include any information (a) which is, at the time of disclosure, known to the public; (b) which becomes at a date later than the time of disclosure known to the public through no fault of the Receiving Party; (c) which is possessed by the Receiving Party, before receipt thereof from the Disclosing Party; (d) which is disclosed to the Receiving Party in good faith by a third party whom Receiving Party reasonably believes has an independent right to such information; (e) which is required to be disclosed by the Receiving Party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Receiving Party uses its best efforts to provide timely notice to the Disclosing Party, if permitted by law, of such order in order to permit the Disclosing Party an opportunity to contest such order; or (f) which is approved for release by written authorization from the Disclosing Party to the Receiving Party.
- 5. In addition to all other restrictions on the use or disclosure of Confidential Information, it is agreed that no use may be made of any Confidential Information that would be deemed competitive with or detrimental or adverse to the Disclosing Party. The Confidential Information shall be used by both parties solely for the purpose of evaluating a possible Transaction, and any use or disclosure of the Confidential Information shall be strictly governed by the terms and conditions of this Agreement.
- 6. Nothing herein shall be construed as granting or implying any intellectual property, license, interest or right by Disclosing Party to Receiving Party in or to any of Disclosing Party's Confidential Information. Each party acknowledges and agrees that either party, in its sole discretion (a) expressly reserves the right to (i) reject any and all proposals made by the other party with regard to a Transaction, and/or (ii) terminate discussions and negotiations with the other party at any time and for any reason; and (b) will have no obligation or liability to the other party with respect to a possible Transaction other than with respect to the confidentially obligations hereunder, whether by virtue of this Agreement or otherwise, unless and until a definitive written agreement as to a Transaction has been executed. Accordingly, either party may elect at any time to terminate further access to its Confidential Information by giving notice to the other party. Such termination shall not affect or eliminate either party's confidentiality or other obligations hereunder.
- 7. Except as may be included, in the definitive written agreement between the parties related to the Transaction, each party understands that neither party, nor any of its

representatives, have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information.

- 8. Neither party shall be liable to the other party for any special, indirect, incidental, consequential, punitive or exemplary damages of any kind, arising out of this Agreement.
- 9. Each party acknowledges and agrees that remedies at law may be inadequate to protect the other party against actual or threatened breach of this Agreement by the other party, and accordingly, without prejudice to any other rights and remedies otherwise available to either party, the parties agree that either party shall be entitled to seek injunctive relief, and further agree to waive, and to use their best efforts to cause their representatives to waive, any requirement for securing or posting any bond in connection with pursuit of any such remedy or any requirement of proving the inadequacy of a legal remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach by either party of this Agreement, but rather shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, the losing party will reimburse the prevailing party for its costs and expenses (including, without limitation its reasonable legal fees and expenses) incurred in connection with any such litigation, including any appeal therefrom.
- 10. Unless otherwise expressly stated herein, the obligations set forth in this Agreement shall continue until the one (1) year anniversary of the Effective Date, at which time this Agreement shall terminate.
- 11. Subject to the right of either party to proceed as described in Section 9, in the event of any dispute, claim, question, or disagreement (the "dispute") arising from or relating to this Agreement or the breach thereof, including without limitation any dispute as to the construction, validity, interpretation, enforceability, termination or breach of the Agreement, the parties hereto shall use their best efforts to settle the dispute by normal business discussions. Should such discussions fail to resolve the dispute, any party may give the other a written notice of any remaining dispute. The parties shall continue to negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then either party may file suit for judicial determination of the merits of the disagreement. The costs of the legal proceedings (including attorney's fees and costs) shall be borne by the non-prevailing party as determined by the court.
- 12. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and can only be amended or modified by an amendment in writing signed by both parties. Failure of either party to seek a remedy for the breach of this Agreement by the other shall not constitute a waiver of the right of such party with respect to the same or any subsequent breach by the other party. If any provisions of this Agreement shall be held unenforceable, such holding shall not affect the enforceability of any other provisions of this Agreement. This Agreement is entered into in contemplation of and shall be construed in accordance with the laws of the State of Louisiana, excluding its conflicts of law and choice of law statutes. The exclusive place of venue shall be Plaquemines Parish, Louisiana, or the United States District Court, Eastern District of Louisiana.

- 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile signature or electronic form.
- 14. This Agreement shall not be assigned or otherwise transferred by either party without the express prior written authorization of the other party. Each party will cause its representatives to observe the terms of this Agreement, and each party will be responsible for any breach of this Agreement by any of its representatives.

[Signature Page to Mutual Confidentiality and Non-Disclosure Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT

_	
By:	
Name:	Maynard J. "Sandy" Sanders
Title:	Executive Director
HEAR	TLAND PORT AUTHORITY OF CENTRAL MISSOURI
By:	
	Rick Mihalevich
Title:	Chairman
AMER	ICAN PATRIOT HOLDINGS LLC.
Bv:	
-	Sal Litrico
	Member



Inland Rivers, Ports and Terminals, Inc.

Invites you to the Spring, 2020 **Missouri River Basin Meeting**

Join us for networking and discussion on river related issues affecting our region.

Tuesday, February 25th, 2020 at 5:30 pm Double Tree by Hilton 422 Monroe Street Jefferson City, Missouri 65101

Capital View Room

IRPT is a trade association for the nation's inland waterway, port, and terminal professionals. Our mission is to provide a platform for inland river port and terminal professionals to improve their businesses and to inform policy makers on the needs and economic impacts of our industry.

We value our members and understand their perspective is key to the industry's healthy growth and operation of the inland river ports, terminals and intermodal centers which contribute to a more efficient national freight transportation system. As IRPT continues to be a voice for the industry as a whole, it is imperative that we connect with our industry leaders and understand their concerns.

The week's itinerary is as follows:

Tuesday, February 25:

1:00 pm: Dredger's Regulatory meeting at Training Site 3:00 pm: Navigator's Small Group meeting at Training Site 5:30 pm: IRPT Missouri River Basin Meeting at DoubleTree 7:00 pm: Missouri River Navigators Reception at DoubleTree

Wednesday, February 26:

8:00 am – 4:30 pm: Annual Army Corps/Coast Guard Navigators Meeting National Guard Ike Skelton Training Site

*** You are invited to attend The Missouri River Navigators Reception ***

Tuesday, February 25, 2020 7:00 pm to 10:00 pm Double Tree by Hilton

The above-mentioned reception is sponsored by:

AGRIServices of Brunswick	Ceres Barge	Gateway Dredging & Contracting, LLC
Capital Sand Company	Port KC	Heartland Port of Central Missouri
HDR Engineering, Inc.	SCF Marine	Klingner & Associates, P.C.
GROWMARK, Inc.	Lathrop & Gage	River Marine Enterprises
MFA Incorporated	NORAG	Missouri River Towing

The reception's goal is to bring together people from all segments of the river industry to talk about issues, ideas and conditions important to the Missouri River. This event offers an opportunity to socialize with shippers, cargo handlers, carriers, legislators and advocacy groups as well as representatives of the US Coast Guard and US Army Corps of Engineers.

No RSVP is required for this event.

This reception is being held in conjunction with the IRPT Missouri River Basin Meeting and the Annual Army Corps/Coast Guard Navigators meeting.

IRPT's Missouri River Basin meeting is being held on Tuesday, February 25th from 5:30 pm to 7:00pm. For more information on the basin meeting, please contact Aimee Andres with IRPT at (618) 468 -3010 or by email at admin@irpt.net. RSVP is a must for this meeting.

The Annual Army Corps/Coast Guard Navigators meeting will take place on Wednesday, February 26th from 8am to 4:30pm at the National Guard Ike Skelton Training Site. For more information on the Navigators meeting, please email justin.w.hughes@usace.army.mil.

Meeting Location: National Guard Ike Skelton Training Site

2302 Militia Drive, Jefferson City, Missouri 65101

A block of hotel rooms has been reserved at the Double Tree Hotel in Jefferson City for the evenings of February 25th and 26th. **Please note the Double Tree does not offer the government rate. ** You can book through this link:

https://secure3.hilton.com/en US/dt/reservation/book.htm?execution=e1s1

Group name: Corps of Engineers. You can also contact the hotel directly at (573) 636-5101. Reservations should be made by Monday, February 10, 2020.

IRPT Basin Meeting Agenda:

Presiding: Dede Smith, Deputy Director of Inland Rivers, Ports & Terminals

Invited: (black confirmed attending, blue regrets, red invited but not confirmed)

Attending:

Lucy Fletcher AGRIservices of Brunswick, LLC, MO Kevin Holcer AGRIservices of Brunswick, LLC, MO

Richard Grenville Port Authority of Kansas City

Karen Rouse DNR

Doug Bonderer AGRIServices of Brunswick Steve Engemann Hermann Sand & Gravel, Inc.

Dan Engemann Coalition to Protect the Missouri River

Dane Morris

Mark Coulter

John Sponaugle

Kenneth Farris

Jim Upchurch

Terry Bangert

Greg Bangert

US Army Corps of Engineers

Port Authority of Kansas City

Howard Cooper Port Authority

Howard Cooper Port Authority

Gateway Dredging and Contracting

Gateway Dredging and Contracting

Dan Hays
Brad Lau
St. Joseph Port
David Heyl
JB Marine Service, Inc

Tom Fuhrhop Environmental Restoration LLC Matthew Freix DNJ Intermodal Services, LLC

Kevin Keller, PG, CGWP HDR, Inc

Thomas Kinnard Ingram Barge Company

Rick Barbee SCF Marine
David Shorr Lathrop Gage
Ed Thomas ADM Grain

Chris Klenklen Missouri Department of Agriculture

Justin MeyerNorag LLCTrey ParrottNorag LLC

Austin Smith MFA Incorporated Travis Wilson MFA Incorporated

Ed Ide Consolidated Grain and Barge Mitchell Roberts US Army Corps of Engineers Frankie Byrd River Marine Enterprises Gavin Risley Klingner & Associates, P.C. Harry Bozoian Klingner & Associates, P.C.

Chad Eggen Boonslick Regional Planning Commission

Carl Hadler Cummins Sales and Service
Jason Branstetter Capital Sand Company
Tim Gibler Capital Sand Company

Cheryl Ball Missouri Department of Transportation Stacey Fowler Missouri Department of Transportation

Casey Herschler Herschler Marine Inc.

John Larandeu Retired, US Army Corps of Engineers

Steve Siemers TPG Marine Michael Randall Liebherr Lonnie Kinder Liebherr

Lvnn Meunch **American Waterway Operators**

Craig Bartheld JF Brennan Company Robert Brand JF Brennan Company

John Fletcher Central Missouri AGRIService LLC

Roger Fischer Heartland Port Authority Rick Mihalevich Heartland Port Authority Tom Woods Heartland Port Authority

Frank Byrd, Sr. River Pilot Bob Bacon Missouri DNR John Horton Missouri DNR

Tim Tarwater **Environmental Restoration LLC** Neal Everist Western Contracting Company

Bill Becker Transport 360 **Scott Peters** Transport 360 Jay Strait Western Rivers Cliff Strait Western Rivers

Jon Strong Robert B Miller & Associates Aaron Mever Central Plains Cement

Ken Henderson Missouri Department of Agriculture

Jay Johnson Martin Marietta

US Army Corps of Engineers Kenneth Wade Ginger Harper US Army Corps of Engineers **ACBL River Operations** David Evans

Stan Moore Marshall-Saline Development Corporation

Tom Thee Jacobs Engineering

Mark Fletcher Ceres Barge

Holt County Port Authority Carla Markt Budrovich Marine, LLC Mindy Brundick Cummins, Inc.

Dan Ogg Mike Barthlette Cummins, Inc. Brian Viehmann **Gateway Dredging** Bryan Lane Capital Sand Company Arthur J. Gallagher Michael Brown Christian Barger **US Coast Guard US Coast Guard** Mark Harberg Eric Kvistad **US Coast Guard** Michael Chapman US Army Corps Eric Shumate US Army Corps **US Coast Guard** Allan Monterroza US Army Corps Stu Cook Mike Love **US Coast Guard**

Kenneth Reeder **MRRIC**

Gladys Figueroa Toro US Army Corps **US Coast Guard** Scott Stoermer Michael Gossenauer US Army Corps **US Army Corps** Keith Fink James Startzell US Army Corps Jesse Granet US Army Corps

Justin Hughes US Army Corps
Bryan Smith US Army Corps
Pete Hentschel US Army Corps
James Rudy US Army Corps

Mike Chapman US Army Corps (meeting only)

Sheryl Carrubba US Army Corps Bernie Heroff ARTCO / RIAC **Greg Crowe** Humco Marine Eric Greenwalt McDonough Marine Dave Sobczyk **US Army Corps** US Army Corps Rick Podraza **US Army Corps** Tommy Aldmeyer Kevin Stamm US Army Corps

Scott Cheek Palmer Johnson Power Services

Tina Worley Columbia Terminal Railroad (Columbia)

J. Gregory Kelahan

Joe Stack

David Towse

Randy Weibrecht

Hanson Proffesional services

Cummins Sales and Service

Cummins Sales and Service

Missouri River Services

Vince Schu Ceres Barge
J Russell Norag LLC
Larry Ozburn Growmark
Lisa Taylor Growmark
Graham Utter Growmark

Missy Bonnot Heartland Port of Central Missouri Randy Allen Heartland Port of Central Missouri

Kyle Touchette SCF Marine

Jimmy Williams Missouri Department of Agriculture

Mike Odell Holliday Sand & Gravel Marc Davis Missouri River Pilot

Dave Dewey Retired

Steve Douglas Western Rivers
Bob Penton Cummins, Inc.



IRPT's Missouri River Basin Meeting Agenda

- i. Welcome Remarks
- ii. Recognition of Members and Directors
- iii. Request for Membership
- iv. Introductions
- v. IRPT's Expanded Resources (new)
- vi. IRPT Updates
 - a. IRPT's Tonnage Reporting
 - b. IRPT Basin Directors and Upcoming Election
 - c. Annual Conference
 - d. Inland Port and Terminal Grant Program
 - i. Update of activities
 - ii. Path forward
- vii. Funding Opportunities
- viii. Department of Transportation Update
- ix. Maritime Administration:
 - i. Marine Highway Projects
 - ii. INFRA/BUILD
- x. U.S. Army Corps of Engineers
 - a. Construction or Maintenance Updates
 - b. Navigation Notices
- xi. Port / Terminal Updates
- xii. Additional Discussion