

**Heartland Port Authority of Central Missouri**  
**Board of Commissioners**  
**Jefferson City Area Chamber of Commerce**

Tuesday, May 19, 2020 7:30am

Due to COVID-19 you can join Zoom Meeting

<https://us02web.zoom.us/j/84914330045?pwd=aFJaOUdvVzhVc1VLSlIiWWXNCNFhSz09>

Meeting ID: 849 1433 0045

Password: 100760

One tap mobile

+1312-626-6799

## **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. American Patriot Holdings/Plaquemines Port Harbor MOU – Mihalevich
6. New Business
  - 6.1. Draft Budget and Finance Report – Mihalevich
  - 6.2. Draft Annual Report – Mihalevich
  - 6.3. USDA/RDBG Grant – Bonnot
7. Staff Report
8. Commissioners Reports & Invited Guests
  - 8.1. Inland Rivers, Ports and Terminals, Inc. – Mihalevich/Fischer
9. Adjournment

Next Meeting Tuesday, June 16 - 7:30am

## MINUTES

## Heartland Port Authority of Central Missouri

Board of Commissioners Meeting  
Tuesday, February 18, 7:30am.  
Arthur P. Grimshaw Board Room

### PRESENT:

#### BOARD:

Calvin Broughton	Ann Pardalos
Roger Fischer	Kris Scheperle
Jim Jordan	Hank Stratman
Rick Mihalevich	Thomas Woods

#### ABSENT

Jeff Naught

#### STAFF:

Missy Bonnot, Duane Schriemann

#### GUESTS:

Jeff Haldiman, News Tribune; Frank Rycick

### REGULAR BUSINESS:

1. **Roll Call:** Missy Bonnot

2. **Approval of Agenda:** Chairman Mihalevich  
Roger Fischer made a motion to approve. Kris Scheperle seconded. Motion passed

3. **Approve Minutes:** Chairman Mihalevich  
Jim Jordan made a motion to approve and Kris Scheperle seconded. Motion passed.

4. **Public Comments:** Chairman Mihalevich  
Frank Rycick invited the Board to the Airport Advisory Committee on March 2 at 10:00am.

5. **Old Business:** Chairman Mihalevich

5.1 MASBDA Grant – Missy Bonnot reported Decision Innovation Solutions is getting very close to completing the Comprehensive Market Study and Detailed Business Plan. 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. DIS will be finalizing the Market Report and submitting the final report in March. DIS will be making a presentation when the market study is finalized.

5.2. Legislation for Land Conveyance HB 1330/SB 585 – the bill passed the house and will be execing it to the Senate.

5.3 Agreement for Professional Services- Rick Mihalevich presented the agreement as was discussed as the last board meeting with updated dates of service. Calvin Broughton made a motion to approve the Agreement and Roger Fischer seconded. Motion passed.

6. **New Business:** Chairman Mihalevich

6.1 American Patriot Holdings/Plaquemines Port Harbor MOU- Rick Mihalevich presented a MOU document and Non-Disclosure Agreement that APH and Plaquemines Port would like for the Heartland Port to enter into. Duane Schriemann will review document and we will discuss it again at the next Board Meeting.

**7. Staff Report:** Bonnot

**8. Commissioners Reports and Invited Guests:**

8.1. Inland Rivers, Port and Terminals, Inc.- Rick Mihalevich and Roger Fischer reported the IRPT annual meeting will be held in Jefferson City on February 25 and 26 and the HPA is a sponsor of the evening reception. All Board members were encouraged to attend the event.

8.2. MASBDA Grant Letter of Support for AGRIServices of Brunswick-Rick Mihalevich reported the Board has received a request to submit a Letter of Support for a MASBDA Grant they are applying for. A copy of the draft letter was provided. Roger Fischer made the motion to approve the letter and Ann Pardalos seconded. Motion passed.

**9. Adjournment:** Chairman Mihalevich  
Mihalevich adjourned the meeting.

Next meeting Tuesday, March 17<sup>th</sup>, 2020

Minutes submitted by: \_\_\_\_\_

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

**MINUTES**

**Heartland Port Authority of Central Missouri**

Board of Commissioners Meeting  
Tuesday, May 6, 1:00p.m.  
Arthur P. Grimshaw Board Room and via Zoom

**PRESENT:**

**BOARD:**

Calvin Broughton	Jeff Naught	Thomas Woods
Roger Fischer	Ann Pardalos	
Jim Jordan	Kris Scheperle	
Rick Mihalevich	Hank Stratman	

**STAFF:**

Missy Bonnot, Randy Allen

**GUESTS:**

Jeff Haldiman, News Tribune; John Sheehan, Farmer Companies; Jason Branstetter, Capital Sand  
Decision Innovation Solutions Team-Spence Parkinson, et al  
Mercator Team, Artura Bujanda, et al

**REGULAR BUSINESS:**

**1. Roll Call:** Missy Bonnot

**2. Approval of Agenda:** Chairman Mihalevich  
Roger Fischer made a motion to approve. Thomas Woods seconded. Motion passed

**3. Final Presentation of Market Study with DIS and Mercator:**  
DIS and Mercator made the final presentation of the market study.

**4. Adjournment:** Chairman Mihalevich  
Mihalevich adjourned the meeting.

Next meeting Tuesday, May 19th, 2020

Minutes submitted by: \_\_\_\_\_

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

# 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

**HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI**

By: \_\_\_\_\_  
Name: Rick Mihalevich  
Title: Chairman

**AMERICAN PATRIOT HOLDINGS LLC.**

By: \_\_\_\_\_  
Name: Sal Litrico  
Title: Member

## Heartland Port Authority of Central Missouri Budget

<b>Revenue</b>	<b>2019</b>	<b>2020</b>
MoDot Admin	\$1,231	\$23,471
Partners		
Affiliate Groups		\$1,000
-Chamber	\$1,000	
<b>Total Revenue</b>	<b>\$4,250</b>	<b>\$24,471</b>

### **Expenses**

Professional Services (JACC Contract)		\$25,000
-Administration/Meeting prep		
-Grant Writing		
-Promotion		
-Administrative Services (SAM II)		\$399
Consultants	\$480	
Dues		
-IRPT		\$413
-MO Port Authority Assoc.		\$753
Grant Match	\$18,370	
Dues		
Legal Council		\$700
Website Development		
Misc. Reimbursements		
<b>Total Expenses</b>	<b>\$18,850</b>	<b>\$27,265</b>
	<b>(\$14,600)</b>	<b>(\$2,794)</b>

Last Updated

5/14/2020

\* Draft budget only - hasn't been approved by the Port Authority

\*\* Doesn't include Chamber Costs assigned with Match for USDA grant and other administrative costs beyond the scope of the management contract.

\*\*\* Doesn't show restricted grant revenue of 183,700 for supply chain/business plan study and USDA grant of 120,000 for preliminary site evaluations for Port.

## **HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI**

### **2019 RURAL BUSINESS DEVELOPMENT GRANT - USDA**

#### **RE: House Bill 1330 and Senate Bill 585**

Revised May 8, 2020

The Heartland Port Authority of Central Missouri, in association with public and private entities including Cole County and Callaway County, Missouri, the City of Jefferson and the Jefferson City Area Chamber of Commerce submitted a request to the USDA (United States Department of Agriculture) through its RBDG (Rural Business Development Grant) program in 2019 to fund the initial preliminary site planning and Permitting for a Multimodal Port Facility in Central Missouri along the Missouri River in Cole County.

This proposed site is currently owned by the State of Missouri and is the subject of **House Bill 1330 and Senate Bill 585**. The grant has been approved in the amount of **\$120,000 in addition \$12,000 of local match was provided by the Jefferson City Area Chamber of Commerce**. Work on the grant is waiting on successful agreement by the governor and the legislature to sell the site to the Heartland Port Authority of Central Missouri.

The funds from this grant will be used for: preliminary planning purposes, including but not limited to, NEPA reviews, archaeological and historical preservations studies, and preliminary engineering design. This planning phase will be completed as a step toward site development and future funding opportunities. **If the authorization for the sale of the land is not completed this session, (contained in House Bill 1330 or Senate Bill 585) the project will be delayed another year and the grant funding may be lost.**

The work is summarized as shown in the table below. Of that, \$12,000, was completed previously and paid for by the Jefferson City Area Chamber of Commerce as a predicate to Legislative approval for the Land Conveyance Legislation

**Heartland Port of Central Missouri - USDA - RBDG Planning Grant  
Scope of Work - Revised 08-02-19**

Scope Item	Preliminary Cost Estimate for Services USDA - RBDG Grant
<b>Boundary Survey and Legal Description</b>	<b>\$12,000</b>
Survey on south side of the road to define land acquisition	
<b>Topographic and Utility Survey and Mapping</b>	<b>\$0</b>
North port location	
South port location	
Roadway replacement area leading to south port	
<b>Concept Design (Preliminary Plans and Estimate)</b>	<b>\$65,000</b>
Road and bridges to the southern port	
Rail around the southern port	
Northern and southern port Design	
Roadway connecting to Hwy 94 to Northern Port	
<b>NEPA Clearances</b>	<b>\$55,000</b>
Cultural (Section 106)	
Stream/Wetland (Section 404)	
Floodplain/Floodway	
Hydraulic Modelling	
Farmland Impact	
Land Disturbance	
Threatened Endangered Species	
<b>Total Planning Project Estimate</b>	<b>\$132,000</b>
<b>Total \$ Needed</b>	<b>\$132,000</b>
<b>RBDG Grant Request</b>	<b>\$132,000</b>
<b>Local Match</b>	<b>(\$12,000)</b>
<b>Grant Request Total</b>	<b>\$120,000</b>
<b>Scope Item</b>	<b>Preliminary Cost Estimate for Services USDA - RBDG Grant</b>