

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

Tuesday, June 16<sup>th</sup>, 2020

7:30am

Join Zoom Meeting

<https://us02web.zoom.us/j/88619670641?pwd=TDRTcC9YRnBCVzhGSFVVQ21waEI5UT09>

Meeting ID: 886 1967 0641

Password: 591340

Dial by your location

+1 312 626 6799

## **Tentative Agenda**

1. Roll Call

2. Approval of Agenda

3. Approve Minutes

4. Public Comment

5. Old Business

5.1. American Patriot Holdings/Plaquemines Port Harbor MOU – Mihalevich

6. New Business

6.1. Sources of Revenue

7. Staff Report

8. Commissioners Reports & Invited Guests

9. Adjournment

Next Meeting Tuesday, July 21 - 7:30am

## MINUTES

## Heartland Port Authority of Central Missouri

Board of Commissioners Meeting  
Tuesday, May 19, 7:30am.  
Arthur P. Grimshaw Board Room

### PRESENT:

#### BOARD:

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

#### STAFF:

Missy Bonnot, Duane Schriemann

#### GUESTS:

Representative Rudy Veit, Jeff Haldiman, News Tribune; Jason Branstetter, Capital Sand; Jamie Jones, Capital Sand

### REGULAR BUSINESS:

1. **Roll Call:** Missy Bonnot

2. **Approval of Agenda:**

Rick Mihalevich suggested moving 5.2 to 5.1. Thomas Woods made a motion to approve with changes. Roger Fischer seconded. Motion passed

3. **Approve Minutes:**

Kris Scheperle made a motion to approve and Calvin Broughton seconded. Motion passed.

4. **Public Comments:**

No public comment

5. **Old Business:**

5.1. Legislation for Land Conveyance HB 1330/SB 585 – Rick informed the group the land conveyance bill passed the legislature! Rick thanked Representative Viet and Senator Bernskoetter and the team for all the hard work to get this legislation passed. Rep. Veit suggested sending a letter of support to the Governor encouraging him to sign the bill.

5.2 MASBDA Grant – Missy Bonnot reported Decision Innovation Solutions has completed the Market Study. On May 6 DIS made a final presentation to the Port Board. The Market Study can be publicly distributed. Missy will be submitting final grant report to MASBDA today. Missy provided a flash drive to all Port Board member with all the final documents.

5.3 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 has some changes he would

like to make to the documents before signature. We will review the proposed changes at the next Board meeting.

**6. New Business:**

6.1 Draft Budget and Finance Report-Rick Mihalevich and Kris Scheperle, treasurer, reported the Port Authority currently is in the red and operating at a deficit. The board discussed various way to increase revenue, one idea was to have add members and affiliates to the Heartland Port. This will be discussed further at the June Board meeting.

6.2. Draft Annual Report-Rick Mihalevich reported he has drafted an annual report to be distributed to the stakeholders. He will continue to work to finalize report.

**7. Staff Report:**

No staff report

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

8.1. Inland Rivers, Port and Terminals, Inc.- Rick Mihalevich and Roger Fischer reported the IRPT annual meeting was be held in Jefferson City on February 25 and 26 and the HPA was a sponsor of the evening reception. Several Board members attended the event. The annual meeting typically is held in Kansas City and this was a good opportunity for us to host in Jefferson City.

**9. Adjournment:** Chairman Mihalevich

Mihalevich adjourned the meeting.

Next meeting Tuesday, June 16, 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 cooperate to:

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1. Undertake joint initiatives, subject to their respective regulations to satisfy the above-stated objectives, which may include:

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- 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 from and after the effective date hereof; except that either party hereto shall have the right to withdraw from this Memorandum of Understanding by giving the other party 120 days' written notice of intent to withdraw.

**Deleted:** 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 with other groups and/or entities, and nothing herein shall be deemed to limit either party in any manner in said party's undertakings.

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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.

**Deleted:** <#>This Memorandum of Understanding set 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.¶

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

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PLAQUEMINES PORT HARBOR & TERMINAL DISTRICT

By: \_\_\_\_\_

Name: Maynard J. "Sandy" Sanders

Title: Executive Director

Date: \_\_\_\_\_, 2020

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HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI

By: \_\_\_\_\_

Name: Rick Mihalevich

Title: Chairman

Date: \_\_\_\_\_, 2020

## 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. Subject to paragraph 15 below. "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.

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2. Subject to paragraph 15 below, 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

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“Transaction Information”); and (d) will take all reasonable precautions to keep the Confidential Information confidential.

3. ~~Subject to paragraph 15 below, 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.

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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. Subject to paragraph 15 below, 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.

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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 all parties. Failure of any party to seek a remedy for the breach of this Agreement by the others shall not constitute a waiver of the right of such party with respect to the same or any subsequent breach by the other parties. If any provisions of this Agreement shall be held unenforceable, such holding shall not affect the enforceability of any other provisions of this Agreement.

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Deleted: 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 any party without the express prior written authorization of the other parties.

**15. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, THE PARTIES HERETO ACKNOWLEDGE THAT HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI IS A QUASI-GOVERNMENTAL ENTITY AND IS SUBJECT TO PUBLIC DISCLOSURE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN CHAPTER 610 OF THE MISSOURI REVISED STATUTES AND REGULATIONS PROMULGATED THEREUNDER AND THAT HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI IS REQUIRED TO PROVIDE PUBLIC ACCESS TO ALL OF ITS PUBLIC RECORDS, AS DEFINED BY LAW. NOTHING HEREIN SHALL PREVENT HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI FROM DISCLOSING PUBLIC RECORDS AS REQUIRED BY LAW, INCLUDING BUT NOT LIMITED TO DISCLOSING THIS AGREEMENT, AND HEARTLAND PORT AUTHORITY OF CENTRAL MISSOURI SHALL HAVE NO LIABILITY TO ANY OTHER PARTY HERETO FOR DISCLOSURES MADE BY IT AS REQUIRED BY LAW.**

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- Deleted: terms
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- Deleted: each party will be responsible
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- Deleted: any breach of this Agreement by any of its representatives.
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*[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

**Missouri**  
**Revisor of Statutes**

Constitution Committee Publications

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Words  1st search term or section And  2nd search term  

Title XXXIX CONDUCT OF PUBLIC BUSINESS

Chapter 610

  Effective - 28 Aug 2018, 2 histories 

**610.021. Closed meetings and closed records authorized when, exceptions.** — Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public government body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 610.011, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "**personal information**" means information relating to the performance or merit of individual employees;

(4) The state militia or national guard or any part thereof;

(5) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(6) Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years;

(7) Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again;

(8) Welfare cases of identifiable individuals;

(9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

(10) Software codes for electronic data processing and documentation thereof;

(11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

(14) Records which are protected from disclosure by law;

(15) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;

(16) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;

(17) Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter;

(18) Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(19) Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety;

(a) Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;

(b) When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed;

(20) The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property;

(21) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open;

(22) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body;

(23) Records submitted by an individual, corporation, or other business entity to a public institution of higher education in connection with a proposal to license intellectual property or perform sponsored research and which contains sales projections or other business plan information the disclosure of which may endanger the competitiveness of a business; and

(24) Records relating to foster home or kinship placements of children in foster care under section 210.498.

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(L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1995 H.B. 562, A.L. 1998 H.B. 1095, A.L. 2002 S.B. 712, A.L. 2004 S.B. 1020, et al., A.L. 2008 H.B. 1450, A.L. 2009 H.B. 191, A.L. 2013 H.B. 256, 33 & 305, A.L. 2018 S.B. 819)

CROSS REFERENCE:

Child's school records to be released to parents, attorney's fees and costs assessed, when, 452.375

(1988) Provisions of section 610.021 relating to closed meetings and votes does not apply to disciplinary actions against license holders and subject of disciplinary action may secure records pertaining to action from licensing agency.

Christiansen v. State Bd. of Accountancy, 764 S.W.2d 943 (Mo.App.).

(1991) City properly labeled as personnel records investigative reports of police officers made in contemplation of disciplinary proceedings, and the city had the authority, under Missouri state law and city ordinances to close the records from public scrutiny. Wolfskill v. Henderson, 823 S.W.2d 112 (Mo. App.).

(2014) Organization's request for copies of state university course syllabi would involve reproduction and copying in violation of the Federal Copyright Act and thus was exempt from disclosure under section. National Council of Teachers Quality v. Curators of the University of Missouri, 446 S.W.3d 723 (Mo.App.W.D.).

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---- end of effective 28 Aug 2018 ----

use this link to bookmark section 610.021

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- All versions

	Effective	End
<b>610.021</b>	8/28/2018	
<b>610.021</b>	5/31/2013	8/28/2018

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## Missy Bonnot

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**From:** Missy Bonnot  
**Sent:** Monday, June 15, 2020 11:59 AM  
**To:** Missy Bonnot  
**Subject:** FW: FY21 Admin Funds Distribution

**From:** Cheryl R. Ball <Cheryl.Ball@modot.mo.gov>  
**Sent:** Tuesday, June 02, 2020 1:01 AM  
**To:** ABrauer@sccmo.org; blau.saintjoseph.com <blau@saintjoseph.com>; pikelincolncountyport@yahoo.com; info@midamericaport.com; Corey Mehaffey <director@nemodev.org>; john@pemiscotport.com; John Sponaugle <hccportauthority@gmail.com>; Kendall Kircher <kendallkircher@gmail.com>; mandi.brink.semoport.com <mandi.brink@semoport.com>; Margaret Yates <myates@semorpc.org>; Missy Bonnot <missybonnot@jcchamber.org>; Neal Breitweiser <nbreitweiser@jeffcomo.org>; director@lewiscountyida.org; RGrenville@kcportauthority.com; taylor@stlouis-mo.gov; misscoport@gmail.com; nmcopa.sheltonbbs.com <nmcopa@sheltonbbs.com>  
**Cc:** Stacey Fowler <Stacey.Fowler@modot.mo.gov>; Michelle Kratzer <Michelle.Kratzer@modot.mo.gov>  
**Subject:** FY21 Admin Funds Distribution

The distribution of admin funds for FY21 still has a couple of decisions to be made before it can be finalized. However, since many of you have been asking and are trying to get budgets ready for FY21, we wanted to give you estimates based on what we know and our anticipation of the most likely scenarios.

The legislature included \$600,000 in admin funds in the FY21 approved budget. The budget has not yet been signed by Gov. Parson so these funds are still not completely approved. These funds have not historically been restricted by the Governor, but until budget is signed, they are just an estimate.

As you may recall, the admin scoring sheet you complete each year, an additional point is given if a port owns capital assets. The legislature passed HB1330 which authorizes conveyance of state property to the Heartland Port of Central Missouri. The Governor has not signed this bill at this time. Since that scoring is unknown at this time, I am attaching the funding distribution for 2 scenarios. 1<sup>st</sup>, the funding distribution if the Governor signs HB1330 and HPCM receives the property. 2<sup>nd</sup>, the funding distribution if the Governor vetoes HB1330 and HPCM does not receive the property.

There are a few changes from last year's funds that are noted in the column "difference FY20- FY21". The column under the red arrow is the FY21 Admin funds estimated for each port.

We notify you immediately when Gov takes action on the MoDOT budget (the \$600,000) and on HB1330 (HPCM land). We need decisions on both to finalize the admin distribution for FY21. Please let us know if we can answer any additional questions.

Thanks  
Cheryl

Scenario 1. If the Governor Signs HB1330

Port Administrative Funds SFY 21 Matrix Distribution with Tangible Results Required Gov Parson Signs Bill Granting Property to HPCM							
Port Name	Performance Rating 0-7	Equal Allocation 1	Performance Allocation	Calculated Allocation	Difference FY20-FY21	Percent Difference	FY2020
Heartland Port of Central Missouri	6	\$ 4,000	\$ 33,443	\$37,442.62	\$ 13,971	59.5%	\$ 23,471.70
Howard/Cooper Port Authority	6	\$ 4,000	\$ 33,443	\$37,442.62	\$ 7,480	25.0%	\$ 29,962.26
Jefferson County Port Authority	6	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
Kansas City Port Authority	3	\$ 4,000	\$ 16,721	\$20,721.31	\$ (2,750)	-11.7%	\$ 23,471.70
Lewis County Port Authority	5	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
Marion County Port Authority	4	\$ 4,000	\$ 22,295	\$26,295.08	\$ 26,295		\$ .
Mississippi County Port Authority	5	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
New Bourbon Port Authority	6	\$ 4,000	\$ 33,443	\$37,442.62	\$ 990	2.7%	\$ 36,452.83
New Madrid Port Authority	6	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
Pemiscot County Port Authority	2	\$ 4,000	\$ 11,148	\$15,147.54	\$ (1,834)	-10.8%	\$ 16,981.13
Pike/Lincoln Port Authority	5	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
St. Joseph Port Authority	5	\$ 4,000	\$ 27,869	\$31,868.85	\$ (4,584)	-12.6%	\$ 36,452.83
St. Charles County Port Authority	-		\$ -	\$0.00	\$ -	0.0%	\$ -
St. Louis City Port Authority	2	\$ 4,000	\$ 11,148	\$15,147.54	\$ (14,815)	-49.4%	\$ 29,962.26
St. Louis County Port Authority	-	\$ -	\$ -	\$0.00	\$ -	0.0%	\$ -
SEMO Port Authority	2	\$ 4,000	\$ 11,148	\$15,147.54	\$ (1,834)	-10.8%	\$ 16,981.13
<b>Multi-state Port Commission</b>							
Mid America Port Commission	0	\$ 4,000	\$ -	\$4,000.00	\$ -	0.0%	
		60000	340000				
	<b>61</b>	<b>\$ 60,000</b>	<b>\$ 340,000</b>	<b>\$400,000.00</b>			

Scenario 2. If the Governor Vetoes HB1330

**Port Administrative Funds  
SFY 21 Matrix  
Distribution with Tangible Results Required  
Governor Vetoes Bill Granting Land to HPCM**

Port Name	Performance Rating 0-7	Equal Allocation <sup>1</sup>	Performance Allocation	Calculated Allocation	Difference FY20-FY21	Percent Difference	FY2020
Heartland Port of Central Missouri	4	\$ 4,000	\$ 23,051	\$27,050.85	\$ 3,579	15.2%	\$ 23,471.70
Howard/Cooper Port Authority	6	\$ 4,000	\$ 34,576	\$38,576.27	\$ 8,614	28.7%	\$ 29,962.26
Jefferson County Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
Kansas City Port Authority	3	\$ 4,000	\$ 17,288	\$21,288.14	\$ (2,184)	-9.3%	\$ 23,471.70
Lewis County Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
Marion County Port Authority	4	\$ 4,000	\$ 23,051	\$27,050.85	\$ 27,051		\$ -
Mississippi County Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
New Bourbon Port Authority	6	\$ 4,000	\$ 34,576	\$38,576.27	\$ 2,123	5.8%	\$ 36,452.83
New Madrid Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
Pemiscot County Port Authority	2	\$ 4,000	\$ 11,525	\$15,525.42	\$ (1,456)	-8.6%	\$ 16,981.13
Pike/Lincoln Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
St. Joseph Port Authority	5	\$ 4,000	\$ 28,814	\$32,813.56	\$ (3,639)	-10.0%	\$ 36,452.83
St. Charles County Port Authority	-		\$ -	\$0.00	\$ -	0.0%	\$ -
St. Louis City Port Authority	2	\$ 4,000	\$ 11,525	\$15,525.42	\$ (14,437)	-48.2%	\$ 29,962.26
St. Louis County Port Authority	-	\$ -	\$ -	\$0.00	\$ -	0.0%	\$ -
SEMO Port Authority	2	\$ 4,000	\$ 11,525	\$15,525.42	\$ (1,456)	-8.6%	\$ 16,981.13
<b>Multi-state Port Commission</b>							
Mid America Port Commission	0	\$ 4,000	\$ -	\$4,000.00	\$ -	0.0%	
		60000	340000				
	59	\$ 60,000	\$ 340,000	\$400,000.00			