

Heartland Port Authority of Central Missouri
Board of Commissioners
Jefferson City Regional Economic Partnership
Tuesday, December 19, 2023
1:30pm

Tentative Agenda

1. Roll Call
2. Approval of Agenda
3. Approve Minutes
4. Public Comment
5. Old Business
6. New Business
 - 6.1. New/Reappointment of Board members – Chairman Otto
 - Jon Hensley – City of Jefferson
 - David Floyd – Callaway County
 - Jason Branstetter – Cole County
 - 6.2. Election of Officers – Chairman Otto
 - Chairman
 - Vice Chairman
 - Secretary
 - Treasurer
7. Commissioners Reports & Invited Guests
8. CLOSED SESSION: Pursuant to Section 610.021(2), RSMo, the Chair will entertain a motion to go into Closed Session to discuss leasing, purchase or sale of real estate and 610.021(12), RSMo to discuss proposals and related documents or any documents related to a negotiated contract (Action by Roll Call Vote).
9. Adjournment

MINUTES

Heartland Port Authority of Central Missouri

Board of Commissioners Meeting
Friday, September 1, 2023 9:00a.m.
Jefferson City Regional Economic Partnership

PRESENT:

BOARD:

Harry Otto
Jason Branstetter
Jon Hensley
Roger Fischer
Thomas Woods
Jeff Naught
David Floyd
Rick Mihalevich

ABSENT:

Jeff Earl

STAFF:

Paul Samson
Missy Bonnot

GUESTS:

Gavin Risley; Klingner & Associates

REGULAR BUSINESS:

1. **Roll Call:** Missy Bonnot

2. **Approval of Agenda:**

Jeff Naught made a motion to approve. Rick Mihalevich seconded. Motion passed.

3. **CLOSED SESSION:** Pursuant to Section 610.021(2), RSMo, the Chair will entertain a motion to go into Closed Session to discuss leasing, purchase or sale of real estate and 610.021(12), RSMo to discuss proposals and related documents or any documents related to a negotiated contract (Action by Roll Call Vote).

Rick Mihalevich made a motion to go into closed session. Jeff Naught seconded. By roll call vote, motion passed.

Roger Fischer made a motion to come out of closed session. Rick Mihalevich seconded. Motion passed.

Roger Fischer made a motion to adjourn. Jon Hensley seconded. Motion passed.

Minutes submitted by: _____

Missy Bonnot, Vice President
Jefferson City Regional Economic Partnership

HEARTLAND PORT OF MISSOURI SITE EVALUATION 12/1/23

EVALUATION CRITERIA	Site 1 Fischer	Site 2 Keeven	Site 3 Herman Sand	Site 4 Bridge	Site 5 Downstream
Working Group Ranking	2	5	3	1	4
1. Water Depth	Adequate water depth, small area to be dredged	Adequate water depth, small area to be dredged	Adequate water depth, small area to be dredged	Adequate water depth, small area to be dredged	Adequate water depth, small area to be dredged
2. River Frontage *	950'	950' dock requires removal of wing dam	950'	200'	950'
3. Hydraulic Impacts	Below permitting threshold	Below permitting threshold	Below permitting threshold	At permitting threshold	Below permitting threshold
4. Available Land	132 Ac - not all land is available	45 Ac	30 Ac - 9 acres currently being used by sand plant	17 Ac - additional land is available	71 Ac
5. Highway Access	Aggregate road exists. Would need to be widened. 0.45 mi to Renz Farm Rd. 1.8 mi to Hwy 54.	0.3 mi new road, 0.9 mi widened road to Renz Farm Rd. 1.8 mi to Hwy 54	Aggregate road exists. Would need to be widened. 0.45 mi to Renz Farm Rd. 1.8 mi to Hwy 54.	Paved road exists (Hibernia Road) minor road improvements needed. Adjacent to interchange	Aggregate road exists. Would need to be widened. 1.3 mi to Hwy 94, 5.0 mi to Hwy 54
6. Archaeology Impact	None Anticipated	None Anticipated	None Anticipated	None Anticipated	None Anticipated
7. Wetland Impact	Unknown - Possible along river bank & isolated pockets	Unknown - Possible along river bank & isolated pockets	1.0 ac - permit may be required	.1 Ac - no permit required	1.2 ac - would not be disturbed
8. Construction Cost	No known issues	Needed road construction & removal of wing dam	No known issues	No known issues	Needed road construction
9. Land Cost	Potential High Land Cost	Unknown	Land Lease	Land Lease	Land Lease
10. Availability of Operator	Operator Solicitation would be required	Operator Solicitation would be required	Operator on-site	Operator on-site	Operator on-site
11. Availability of Utilities	Electric on-site	No Utilities	Electric on-site	Electric on-site Sewer Available	No Utilities
12. Development Timeframe					

* - 950' Dock only required for APH container on barge

Memorandum

To: Heartland Port Authority
Copy to: File
From: Gavin Risley, PE, CFM
RE: Dock Site Summary
Project Name: Heartland Port Authority – Dock Site Analysis
Project No: 22-0361
Date: 11/22/2023

Klingner & Associates, P.C. was requested by the Heartland Port Authority to provide pros, cons, and recommendations regarding the potential port sites analyzed. Klingner reviewed five (5) different sites for hydraulic impacts, archaeological significance (3 sites), and wetland impacts (3 sites). There are several different factors to consider when determining the site most appropriate for purchase and development. These factors include those evaluated and several others not analyzed by Klingner. A list of those factors to be considered is provided below (list should not be considered all inclusive).

- 1) Available water depth (draft) at dock location
- 2) Available Missouri River frontage / acreage for development
- 3) Proximity to highway access
- 4) Hydraulic impacts
- 5) Archaeological impacts
- 6) Wetland impacts
- 7) Construction costs
- 8) Land costs
- 9) Availability of operator
- 10) Availability of utilities

The five (5) sites analyzed could be more specifically described as the following:

- Site 1 – Highway 63 Bottoms (Fischer Site)
- Site 2 – Keeven Farms Site
- Site 3 – Hermann Sand & Gravel
- Site 4 – Bridge Site (Capital Sand)
- Site 5 – Downstream Site (Capital Sand)

Each of these sites has both positives and negatives associated with it. Klingner will describe our opinions of each site within this memorandum to assist the Port Authority with their site selection process.

Memorandum

Site 1 – The Highway 63 bottoms site, also known as the Fischer Site, is located at approximate Missouri River Mile 146.5.

Pros:

- 1) Adequate water depth is available for dock with only small area needed to be dredged.
- 2) Adequate frontage exists for a potential 950ft long dock.
- 3) Access to Highway 63 is readily available with an access roadway (Renz Farm Road) already developed. Highway 54 access is also nearby.
- 4) Development acreage appears to be available. (~132.44 acres)
- 5) Hydraulic impacts appear below the permitting threshold.
- 6) Archaeological impacts are unknown at this site, but based upon nearby survey results, impacts are not anticipated.
- 7) Construction costs do not appear to be inflated as a result of this site. There are no known potential construction issues with the site.
- 8) It appears that 3-phase power is readily available at the site.
- 9) The availability of wastewater is nearby, but would likely require improvements to the site.

Cons:

- 1) It is known that land costs are high for this location.
- 2) It is unknown if an operator would be readily available for this location.
- 3) Wetland impacts are unknown by Klingner at this site; however, the national wetland inventory indicates the possibility of approximately wetland along the river frontage and isolated pockets on the property.

Site 2 – The Keeven Farms Site is located at approximate Missouri River Mile 147.3.

Pros:

- 1) Adequate water depth is available for dock with only small area needed to be dredged.
- 2) Hydraulic impacts appear below the permitting threshold.
- 3) Archaeological impacts are unknown at this site, but based upon nearby survey results, impacts are not anticipated.

Cons:

- 1) Adequate frontage does not exist for a full 950ft long dock without removal of a wing dam.
- 2) Access to Highway 63 is less available than other site options. An access roadway would be required to be constructed and access to Highway 63 would be a long route on the west service road.
- 3) Development acreage appears to be minimal at this location. There is only a small amount of acreage that would be developable due to nearby highway, levees, creeks, etc. (~45 acres total)

Memorandum

- 4) Wetland impacts are unknown by Klingner at this site; however, the national wetland inventory indicates the possibility of approximately wetland along the river frontage and isolated pockets on the property.
- 5) Construction costs would be higher for this option due to the need to build a roadway and potential to remove wing dam for 950ft dock construction.
- 6) Utilities to this site are not believed to exist and would have to be routed to the site causing increased initial project costs. This includes both 3-phase power and wastewater lines.
- 7) Land costs at this location are unknown.

Site 3 – The Hermann Sand & Gravel Site is located at approximate Missouri River Mile 146.7.

Pros:

- 1) Adequate water depth is available for dock with only small area needed to be dredged.
- 2) Adequate frontage exists for a potential 950ft long dock, as long as current user allows for entire frontage to be developed for a dock.
- 3) Access to Highway 63 is readily available with an access roadway (Renz Farm Road) already developed. Highway 54 access is also nearby.
- 4) Hydraulic impacts appear below the permitting threshold.
- 5) Archaeological impacts do not appear to exist at this site.
- 6) Construction costs do not appear to be inflated as a result of this site. There are no known potential construction issues with the site.
- 7) It appears that 3-phase power is readily available at the site.
- 8) The availability of wastewater is nearby, but would likely require improvements to the site.
- 9) An operator for this site appears to be available.

Cons:

- 1) Development acreage appears to be limited at this location. (~40 acres total; however, current owner is using approximately 9 acres)
- 2) Wetlands exist on this site totaling approximately 1-acre. It is likely that additional permitting would be necessary as a result of these wetlands; however, a project design could be tailored for this site to elude impacts that would result in expensive mitigation efforts.
- 3) Land costs at this location are unknown.

Site 4 – The Bridge Site, also known as Capital Sand Site, is located at approximate Missouri River Mile 143.7.

Pros:

- 1) Adequate water depth is available for dock with only small area needed to be dredged.

Memorandum

- 2) Access to Highway 63 and Highway 54 are closest to this site. An access roadway (Hibernia Road) is already developed.
- 3) Archaeological impacts do not appear to exist at this site.
- 4) Wetlands exist on this site totaling approximately 1.2 acres. However, 1.1 acres is in a location likely to be left undeveloped. The 0.1 acres is below the threshold requiring mitigation. This means that wetland impacts on this site are unlikely to affect any potential development project.
- 5) Construction costs do not appear to be inflated as a result of this site. There are no known potential construction issues with the site.
- 6) It appears that 3-phase power is readily available at the site.
- 7) A wastewater treatment facility is very near to this location.
- 8) An operator for this site appears to be available.

Cons:

- 1) Hydraulic impacts appear to be right at the permitting threshold. This means that the dock design would need to be modified slightly prior to submitting to permitting agencies.
- 2) This site is frontage limited with only a likely 200ft dock area available.
- 3) Development acreage appears to be limited at this location. (~17 acres as allowable by current owner)
- 4) Land costs at this location are unknown.

Site 5 – The Downstream Site, also known as Capital Sand Site, is located at approximate Missouri River Mile 138.3.

Pros:

- 1) Adequate water depth is available for dock with only small area needed to be dredged.
- 2) Adequate frontage exists for a potential 950ft long dock, as long as current user allows for entire frontage to be developed for a dock.
- 3) Hydraulic impacts appear below the permitting threshold, although they are higher at this site than others. Slight modifications to the design may be necessary prior to submittal for permits.
- 4) Development acreage does not appear to be limited at this location. (~71.45 acres)
- 5) Archaeological impacts do not appear to exist at this site.
- 6) Wetland impacts do not appear to be an issue for this site. There are wetlands on the parcel totaling approximately 1.2 acres; however, the wetland is located on the furthest extent of the site and likely not impact any future development.
- 7) An operator for this site appears to be available.

Memorandum

Cons:

- 1) Access to Highway 63 and Highway 54 furthest from this site. Roadway improvement would likely be necessary for accessing this location, which could increase costs. The distance from the site to the main highways might also become a negative when promoting the site to developers.
- 2) It is presumed that both 3-phase power and wastewater improvements would be required for this site.
- 3) Land costs at this location are unknown.

Recommendation / Rankings

Based upon the information currently available to Klingner (i.e. archaeological, hydraulic impacts analysis, and wetland delineation) and Klingner's previous project experience, the following rankings / recommendations are being provided to assist the Port. These rankings are based solely upon the knowledge currently available to Klingner and does not include land costs or considerations of land ownership or long-term leasing, which are largely unknown to Klingner at this point in time.

#1: Site 1 – Highway 63 Bottoms (Fischer) Site

#2/#3 (tie): Site 3 - Hermann Sand & Gravel Site and Site 5 - Downstream (Capital Sand) Site

#4: Site 4 - Bridge Site (Capital Sand)

#5: Site 2 - Keeven Site

The Highway 63 Bottoms (Fischer) Site appears to provide the most positives versus negatives of any of the potential sites. The location, available utilities, acreage potential, frontage availability, and permitting potential for this site are likely the best of all the sites reviewed. The two sites tying for second place both have limitations that prevent them from being ranked higher. The primary issue for Site 3 is available development acreage, which appears further limited by the current operation/wetlands and would require additional acreage purchase for development expansion in the future. Site 5 would likely rank above Site 3 and could quite possibly be ranked as the number one location; however, Site 5 is furthest from highway and utility access. The distance could be detrimental when marketing the site and could lead to increased costs associated with roadway / utility improvements.

The Bridge Site is ranked as the fourth best choice. This is due to the available acreage for developers to utilize. The site is very limited on both available property to develop and frontage for a dock location. However, this site does have the best access and proximity to the wastewater treatment facility and could likely be the least expensive when examining initial construction costs.

Finally, the Keeven Site is ranked fifth due to the small available acreage for future expansion as a result of the surrounding land features and the distance to highway / utility access.

Lease Proposal

Landlord:	Capital Sand Company, Inc.
Tenant:	Heartland Port Authority of Central Missouri
Property:	Capital Sand Site 600 Block of Hibernia Road North Jefferson City, Callaway County Missouri
Leased Premises:	Approximately 11 acres of the Property to be defined by metes and bounds in the lease agreement, together with an exclusive ingress/egress easement from Hibernia Road. The Leased Premises and ingress/egress easement are approximately shown on the attached Exhibit A. The Lease agreement shall grant Tennant the first right to extend the area of the Leased Premises subject to the same terms and conditions as the original lease agreement.
Initial Lease Term:	30 Years
Lease Extension:	The Initial Lease Term will automatically renew for successive ten (10) year terms unless Tennant notifies Landlord in writing not less than six (6) months prior to the expiration of the current term, of its intention not to renew.
Lease Consideration:	<p>In consideration of the Lease, Tennant will enter into an exclusive Operating Agreement with the Landlord, or affiliate company, to provide stevedore and facility operation services subject to certain performance measures. It is anticipated that the Operating Agreement will include the following terms and conditions:</p> <ul style="list-style-type: none">• If said performance measures are not met, Tennant will reserve the right to re-assign the Operating Agreement to a third party.• The Operating Agreement will permit the Operator to charge for services performed, provided said charges are comparable to other ports on the Missouri River. Tennant will receive a portion of the rate charged on a per ton basis.• The Operating Agreement will require the Operator to provide match money for grants awarded to the Tennant. The match money may be cash, or qualifying in-kind performance.• The Operator will be responsible for marketing port services to ensure performance measures are met.• The Operator will be responsible for stevedore services, and port operations and facility maintenance and upkeep.• The Tennant may contract with the Operator to provide administration services for the port.
Exclusive Use:	The Tennant shall have exclusive use of the Premises. Tennant will be responsible for all improvements and maintenance within the Premises.

Real Estate Taxes:	Landlord will be responsible for real estate taxes, without any reimbursement from Tenant.
Operating Expenses:	Tenant will be responsible for performing all operating maintenance for the Property, at its sole cost and expense.
Utilities:	Tenant shall contract directly and pay for its own utilities for the Leased Premises.
Property Insurance:	Tenant shall obtain property insurance Tenant's sole cost and expense. Tenant shall maintain insurance for its personal property, equipment and trade fixtures at its sole cost and expense.
Liability Insurance:	Tenant shall obtain commercial general liability insurance for the Property at Tenant's sole cost and expense, naming Landlord as an additional insured.
Permitted Use:	Operation of a Public River Port, and no other use. The Permitted Use shall be subject to all applicable laws (including zoning laws) and matters of record.
Landlord's Work:	Tenant will accept the Premises in its AS-IS, WHERE-IS condition.
Access:	Tenant will have 24 hours per day, 7 days per week, and 52 weeks per year access to the Premises.
Signage:	Tenant shall be permitted to erect signage as permitted by local municipal regulations. All signage must first be approved by Landlord, such approval not to be unreasonably withheld.
Compliance with Laws:	Landlord shall deliver the Leased Premises in compliance with all laws. During the Lease Term, Tenant shall be responsible for the Leased Premises being in compliance with all laws, including environmental and ADA, including those related to Tenant's use of the Premises.
Disclaimer:	This Lease Proposal is a non-binding document. This document shall be used only as an outline for the proposed business terms, and will be used only as a framework for creating a Lease. Only a fully executed Lease shall be legally binding. Landlord/Tenant reserves the right to modify or withdraw this Proposal at any time for any reason, without notice.

Confidentiality:

Landlord and Tenant will maintain in confidence all information regarding this potential lease, and will not disclose such information to any other party without written consent. Such confidential information may be released to the parties' employees, partners, consultants, attorneys, accountants and lenders who have a reasonable need for such confidential information, provided that such individuals agree to maintain the confidential nature of the information. Notwithstanding anything in this Lease Proposal to the contrary, the foregoing provision shall be binding on the parties.

Time to Respond:

The terms presented herein are valid if accepted prior to _____, 20____ after which time they will expire. We are pleased to present this offer for your consideration and look forward to your response.

This Lease Proposal is non-binding, except as expressly stated herein. It will be superseded by, and the parties will only be bound by, the terms of a written lease agreement, in form and substance satisfactory to both parties, which has been fully executed and delivered by the parties. Until and unless the parties mutually execute a lease, either party may terminate the negotiations contemplated herein at any time, for any reason, and without liability or further obligation (except in regards to its confidentiality obligation) to the other party, by providing written notice of termination to the other party.

ACKNOWLEDGED AND ACCEPTED
Heartland Port Authority of Central Missouri

By: _____

Harry Otto, Chairman

Date: _____

ACKNOWLEDGED AND ACCEPTED
Capital Sand Company, Inc.

By: _____

Name/Title: _____

Date: _____

DRAFT

EXHIBIT A



12/15/2023

Mr. Harry Otto
Heartland Port Authority
630 Bolivar Street, Suite 202
Jefferson City, MO 65101

RE: Engineering/Surveying/Permitting Services Agreement

Dear Mr. Otto,

Enclosed is our engineering/surveying/permitting services agreement for Heartland Port Authority's leased dock on Capital Sand's property in Jefferson City, MO.

If the agreement is acceptable, please sign and return one copy to our office. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,

KLINGNER & ASSOCIATES, P.C.



Gavin H. Risley, P.E.

AMB:\P\QUINCY\PREPROJ\HHEARTLAND PORT MISSOURI RIVER\MISSOURIJEFFCITYPROJECT\COVER PAGE AND AGREEMENT PAGE.DOCX

Enclosures: Engineering/Surveying Services Agreement

ENGINEERING/SURVEYING SERVICES AGREEMENT

DATE December 15, 2023
PROJECT TYPE (Office Code) 0104, 0408, 1003
PROJECT RESPONSIBLE STAFF
GHR, RJH, BJS, AMB

CLIENT Heartland Port Authority PHONE NO. 573-291-3431
CONTACT PERSON Harry Otto CELL NO. _____
TITLE Chairman EMAIL: hotto@colecouny.org
ADDRESS 630 Bolivar Street, Suite 202, Jefferson City, MO 65101

PROJECT AND SCOPE OF SERVICES: The Engineer/Architect/Surveyor (E/A/S) (Klingner & Associates, P.C.) agrees to provide to you (the Client) the following consulting, design, and surveying services:

See Attachment I - SCOPE OF SERVICES

FEES AND EXPENSES: Our surveying services will have an anticipated budget of Thirty-One Thousand Eight Hundred Fifty Dollars and No/100 (\$31,850.00) and will be charged on an hourly basis at our effective schedule of per diem hourly rates for staff members working on your project. Reimbursable Expenses are included in this anticipated budget. Our engineering/permitting services will be charged on a Lump Sum basis of Ninety-Two Thousand Two Hundred Fifty Dollars and No/100 (\$92,250.00). The total anticipated hourly and lump sum budget is One Hundred Twenty-Four Thousand One Hundred Dollars and No/100 (\$124,100.00). A breakdown of these fees are provided in the attached.

GENERAL TERMS AND CONDITIONS: Our agreement is subject to the general terms and conditions attached herein. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE: Acceptance must be made within thirty (30) days from the above date. Once accepted, you acknowledge that you have read, accepted and approved this agreement. You also authorize us to proceed.

E/A/S: **KLINGNER & ASSOCIATES, P.C.**

By  _____

Title Water Resources Department Manager

Project No. _____

CLIENT: HEARTLAND PORT AUTHORITY

By _____

Title Chairman

Date _____

Project Description:

Heartland Port Authority (Owner) is actively pursuing opportunities to lease property from Capital Sand located at Capital Sand's Jefferson City, MO Facility on the Missouri River at approximate River Mile 143.5. Klingner & Associates, P.C. (Klingner) has been requested to provide permitting, engineering, and surveying services for a new leased river dock and laydown area. Klingner intends to provide the services as listed below.

Project Location:

The project site is located north of Jefferson City, MO along the Missouri River at approximate river mile 143.5.

Scope of Services:

a. Meetings

- i. This proposal includes three (3) design meetings between the designers and Owner. These meetings are anticipated to be held virtually to kick-off the project and review the plans at 30% and 90% completion.

b. Survey

i. Boundary, Topographic, and Hydrographic Survey

1. Identify property lines.

- a. Boundary survey to include the necessary research of previous surveys and adjoining landowners' deeds at the Recorder's Office, gather boundary evidence and monumentation, analyze the information to calculate the boundary lines and prepare a Boundary Description of the new Tract and Plat of Survey.

2. Identify river bottom elevations.

3. Identify existing grade elevations.

4. Identify and locate existing visible structures.

5. Identify and locate existing utilities.

c. Geotechnical Investigation

i. Dock

1. One (1) landward boring located near the proposed dock.

Attachment I – Scope of Services

Project: Heartland Port Authority - Capital Sand Lease – Jefferson City, MO Permitting, Engineering, and Surveying Services

2. Boring will be drilled to anticipated depth of approximately 100 feet or rig refusal, whichever is shallower.
 - a. Should bedrock be discovered in the top 100 feet, the boring will be cored into bedrock approximately 10 feet to determine applicable bedrock properties.
 3. Provide geotechnical analyses and report.
 - ii. Investigation Assumptions
 1. Boring will be in an accessible area dictated by the site conditions.
 2. Access to be provided and approved by others prior to arrival on site, including brush/tree removal and/or site leveling and grading.
 - iii. It is assumed that buried utilities can be located in order to avoid them during the exploration.
 1. Private utility locating is the responsibility of the owner.
 2. Klingner will perform the Missouri One Call utility locate prior to mobilization to enable drilling at the scheduled time.
 - d. Civil / Site Design
 - i. General site layout of dock, road layout, and other site features.
 - ii. Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
 - iii. Storm Water Pollution Prevention Plan.
 - iv. Site utility plan.
 1. Storm sewers.
 2. Electric.
 - a. Extending existing service and placement of new service coordination with utility.
 3. Telephone and Cable (by utility).
 - v. Site Drainage and Storm Sewer management. Grading and drainage plan will incorporate storm water pollution prevention plan requirements for the Land Disturbance permit.
 - vi. Aggregate pavement design details.
 - vii. Site lighting plan providing foot-candle average necessary for security and night operations. Conduit layout and circuit diagram to be within 5 feet of new service.

e. Water Resources

i. Obtain River Data

1. River stages
2. River velocities
3. Navigation channel

ii. Permitting

1. Klingner & Associates, P.C. will finalize the dock location and the associated hydraulic model files to complete the encroachment/induced head analysis.
 - a. These model files will be used to complete and submit a no-rise certification for the site.
2. Klingner will draft a permit package (Section 10/404 Joint permit and Section 408 Permission) to be submitted to USACE for the construction of the dock.
 - a. This package is anticipated to include preliminary design drawings, site layout, the hydraulic modeling results, and the archaeological / wetland studies previously performed.
 - b. It is anticipated that Klingner will provide the initial submittal, one round of responses to USACE, and one round of public notice responses under this scope of services (anticipated to include Missouri Conservation Department and Missouri Department of Natural Resources).
3. Klingner also anticipates having to submit to City of Jefferson City with the no-rise certification and floodway / floodplain applications as a part of this scope of services. Further permitting services with the City are not anticipated.

f. Structural Engineering

i. Sheet Pile Wall

1. Top of wall located above Flood of Record should this be a feasible elevation.
2. Sheet piling section selection.
3. Waler sizing and placement.
4. Tie-rod sizing, specification, and spacing.

Attachment I – Scope of Services

*Project: Heartland Port Authority -
Capital Sand Lease – Jefferson City,
MO Permitting, Engineering, and
Surveying Services*

5. Structural site plan.
 6. Structural elevations.
 7. Structural sections and details.
 8. Structural specifications provided on the plans.
- g. Opinion of Probable Construction Cost Estimates
- i. +/- 20% Estimate provided upon plan completion.

Information to be provided to Klingner & Associates, P.C. by Others:

1. Site access.
2. Property Deed and/or Property boundary survey information.
3. Property right-of-way description.
4. Existing utility locations / origins.
5. Owner Input.
6. Any available, pertinent data regarding the site conditions.

Our work will be performed on a Lump Sum basis with the exception to the surveying provided at a time and material basis. Please see below for an explanation of our anticipated fees and expenses.

Survey.....	\$31,850.00
Geotechnical Investigation.....	\$9,150.00
Civil / Site Engineering.....	\$32,800.00
Water Resources	\$19,500.00
Structural Engineering.....	\$30,800.00

Total Anticipated Fees....\$124,100.00*

*Should the Owner elect, these services may be provided in phases. These phases would be anticipated to breakdown as indicated below.

Phase I: Conceptual Design / Permitting - \$81,100.00
Phase II: Final Design - \$43,000.00

Attachment I – Scope of Services

Project: Heartland Port Authority - Capital Sand Lease – Jefferson City, MO Permitting, Engineering, and Surveying Services

The following services may be provided based upon an additional, mutually agreed upon scope of services and budget:

- Anything not listed as being included in the above Scope of Services.
- Additional permits, meetings, and/or responses beyond what is described herein.
- Additional wetland delineations and archaeological surveys beyond what has been previously performed.
- Multiple iterations or site configurations to be modeled / designed / etc.
- Threatened and endangered species studies / site reviews.
- Mussel Surveys.
- Construction Material Testing.
- Transportation Engineering.
- Piping/Plumbing Engineering.
- Additional on-site meetings.
- As-built plans.
- Bidding Services.
- Construction Administration Services.
- Multiple permit responses.

All work will be done in accordance with Klingner & Associates, P.C. General Terms and Conditions (attached).

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.