

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

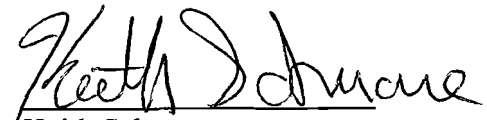
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 5<sup>th</sup> day of October 20 06

the following, among other proceedings, were had, viz:

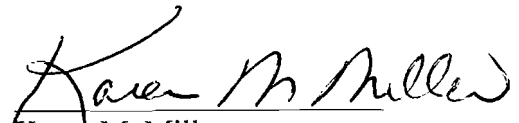
Now on this day the County Commission of the County of Boone does hereby approve the request by Mark J. Trusty on behalf of Mark and Beverly Trusty, to adopt a two (2) mile section of North Old Number 7. The adoption is to begin at 12981 Old Number 7 and to include 1 mile to the north and 1 mile to the south along Old Number 7 for the purpose of litter control.

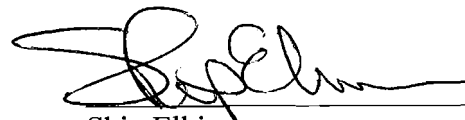
Done this 5<sup>th</sup> day of October, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

397-2004

# BOONE COUNTY PUBLIC WORKS ADOPT-A-ROADWAY INFORMATION SHEET

DATE 9-30-06

N Old Number 7  
ROAD NAME

2 miles  
TOTAL LENGTH FOR ADOPTION (MINIMUM OF ONE (1) MILE)

From 12981 N Old Number 7 North one mile and  
STARTING POINT OF ADOPTION ENDING POINT OF ADOPTION  
South one mile

Mark and Beverly Trusty  
ORGANIZATION NAME (To appear on sign)

Mark J. Trusty  
CONTACT PERSON

12981 N. Old Number 7  
MAILING ADDRESS

Columbia, MO 65202  
CITY, STATE, ZIP

573 443-1005  
TELEPHONE NUMBER

FAX NUMBER

trustyusa@coulunghel.net  
E-MAIL ADDRESS

To Be Responsible for the Following: (Please check any that apply)

Brush Control

Litter Control

Mowing of Roadside

Please return to Boone County Public Works  
5551 Highway 63 South, Columbia, Missouri 65201

Or Fax to 573-875-1602

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STATE OF MISSOURI }  
 County of Boone } ea.

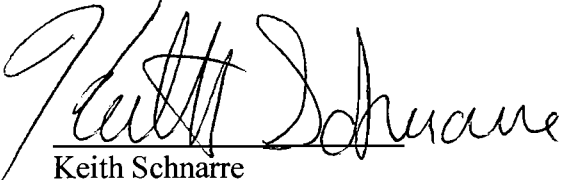
October Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 5<sup>th</sup> day of October 20 06


the following, among other proceedings, were had, viz:

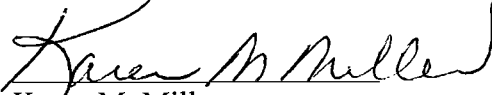
Now on this day the County Commission of the County of Boone does hereby approve the agreement between the County of Boone and the Public Water Supply District for the Lake of the Woods Subdivision Pavement & Drainage Improvements Phase II. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 5<sup>th</sup> day of October, 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**WATER LINE RELOCATION COST ALLOCATION AGREEMENT**

THIS AGREEMENT (“this Agreement”), dated the 5 day of October, 2006, is made by and between **BOONE COUNTY, MISSOURI**, through its County Commission (“County”) and **PUBLIC WATER SUPPLY DISTRICT NO. 9** of Boone County, Missouri (“District”).

In consideration of each Party’s performance of the obligations set forth in this Agreement, the Parties agree to the following:

**1. Background and Purposes of Agreement.** The County has prepared, or is in the process of preparing, Final Plans and Specifications for road improvements, known as the **Lake of the Woods Subdivision Pavement & Drainage Improvements Phase II** Improvement Project (“the Project”), which such Plans and Specifications are described as follows: Project 06-374- May 26, 2006, and which such Final Plans and Specifications (“the Project Plans”) have been provided to District. It has been determined that the Project will require Relocation of Water Lines owned by District in areas which will be disturbed by construction for the Project, or will be affected by the Project. Both Parties desire to coordinate their work in order to assure that Road construction work for the Project can go forward and be completed without unreasonable delay and without disruption of water service to District’s customers. County intends to reimburse District for all or a part of its actual Water Line Relocation costs incurred by District in Relocating those Water Lines which must be Relocated because of the Project. In order to accomplish these objectives, County and District are entering into this Agreement. This Agreement is entered into by the County and the District pursuant to that Cooperative Agreement (“the Cooperative Agreement”) between the County and various Public Water Supply Districts located in Boone County, Missouri, dated June 6, 2001, which is incorporated herein by reference.

**2. Terms/Definitions.** Unless the context clearly indicates otherwise, each term used in this Agreement, which is defined in Section 2 “Definitions” of the Cooperative Agreement, shall have the same meaning as is provided for by Section 2 of the Cooperative Agreement.

**3. Water Line Relocation Plan.** District has submitted to County and County has approved a Preliminary Water Line Evaluation and Plan for District’s Water Lines which contains options for avoiding or eliminating conflicts between Water Lines and the County Project. The County and District have agreed upon the exercise of an design option and solution that meets the needs of both Parties with respect to avoidance or elimination of such conflicts (“the Preliminary Water Line Plan”). The option and Preliminary Waterline Plan agreed upon is described as follows: **Replace and/or relocate water main at or near 5590 Rocky Mountain Drive and place steel casing around existing water main at or near 5653 Yosemite Drive and 501 Glacier Avenue.**

Further, the County has completed or is in the process of completing Final Project Plans and has submitted or intends to submit those Final Project Plans to District within the time periods permitted by the Cooperative Agreement. Promptly upon receipt of County's Project Plans (if not already received), and of a written request of the County that District so proceed, District shall submit the Project Plans to District's consulting engineer ("Engineering Firm") to prepare a Final Water Line Plan for Relocation and/or other work on District's Water Lines ("the Final Water Line Plan") based upon the Preliminary Water Line Plan and the design option specified above. The Final Water Line Plan shall be completed within sixty (60) days following the receipt by District of County's Final Project Plan (if not previously received by District) and County's written request that District obtain such Final Water Line Plan. County agrees to compensate District for the actual costs incurred by District in preparing the Final Water Line Plan as follows, or on the basis of the following (check one and complete):

X County shall reimburse District for the actual expense of Engineering Fees and Costs for preparing the Final Water Line Plan in an amount not to exceed **One Thousand Dollars (\$1000.00)**.

District shall be permitted to submit to County, on a monthly basis, invoices for those portions of District's engineering fees and costs for preparation of the Final Water Line Plan, which are to be paid by County, pursuant to this Paragraph 3. All such invoices which are properly payable by County, shall be paid by County within thirty (30) days of the date of submission to County. All costs and expenses shall be documented by District and/or District's Engineering Firm in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

4. **Easement Acquisition.** Implementation of the Water Line Relocation Plan does not require acquisition by District of new private Water Line Easements. If the provisions of this Paragraph 4 state that implementation of the Water Line Relocation Plan will require acquisition of new private Water Line Easements by District, then the acquisition of such new private Water Line Easements shall be coordinated with, or performed by, County, as a part of the County's Road Right-of-Way and Easement acquisition process, consistent with that "Cooperative Agreement".

5. **Water Line Relocation.** Subject to this Agreement and the Cooperative Agreement, District agrees to perform, or to cause to be performed, the Water Line Relocation work, or other work, provided for by the Final Water Line Plan, before the scheduled commencement of Road Construction for the Project, or to perform, or to cause to be performed, such work in coordination with the Road construction work required for the Project, so as to not delay the Project.

6. **Selection of Option for Performing Work.** District has determined that the actual construction work under the Final Water Line Plan ("the Water Line Work") required for the Project will be performed as follows (check one and complete):

X By permitting County to include the Water Line Work in its contract for construction subject to District supervision and subject to District rules, regulations and policies.

County shall be solely responsible for performance of the Water Line Work, determining the contractor to be chosen for any Water Line Work which is bid by County or bid as an alternate bid with the Project bid letting; for entering into its own construction contract for the Water Line Relocation Work and administering such contract. District shall be exclusively responsible for the performance and supervision of Water Line Work when such work is included in a County contract for the Project. The expense of the Water Line Relocation Work shall be subject to allocation between District and County, as more specifically described below in this Agreement.

**7. Parts of Water Line for Which County is Obligated to Pay Relocation Costs.**

County agrees that County is obligated to reimburse District for District's costs incurred for Relocating that portion or those portions of District's existing Water Lines, or other Water Line Work, described as follows: **Inspection Cost, Product (water) Loss, Sanitation and Flushing Cost, Bacteriological Sampling Cost, Any Warranty Work not performed by Counties Contractor, Any Easement Preparation Cost and Recording Fees.**

The cost to be reimbursed by County to District for Relocating such portions of the Water Line shall be determined, pursuant to this Agreement, without inclusion of the expense and cost of upgrade in size or capacity, meaning that all incremental costs associated solely with such upgrades shall be the District's responsibility.

**8. Construction Cost Allocation.** County agrees to compensate District for the actual cost of the Water Line Relocation Work for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Work, as described in Paragraph 7 above, on the basis of the following (check one and complete):

  X   An amount of construction for the Water Line Relocation Work of that part or those parts of the Water Line(s) for which County is responsible for the Relocation costs, as described in Paragraph 7 above, as determined by the lowest and best bid for Relocating such parts of the Water Line, without upgrade in size or capacity.

District shall be permitted to submit invoices to County, on a monthly basis, with such invoices to be submitted on or near the first day of each month, for County's share of the Water Line Work, determined in accordance with the provisions of this Paragraph 8, for construction accomplished during the previous month. All invoices which are properly payable by County shall be paid by County within thirty days (30) of the date of their submission to County. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

9. **Cost of Inspection.** County and District agree that County shall compensate District for the actual costs incurred by District in inspecting the Water Line Relocation Work, during construction, for those parts of the Water Line for which County is obligated to reimburse District for the Water Line Relocation costs, as described in Paragraph 7 above, or as follows, or on the basis of the following (check one, if applicable, and complete):

X

The actual cost of inspection incurred by District using its own personnel, based upon the actual hourly compensation of such personnel (including salary or wages, the District's share of payroll taxes, fringe benefits, and insurance costs, including worker's compensation insurance coverage) not to exceed the sum of **Five Thousand Dollars (\$5000.00)**, unless a higher amount is approved by County prior to performance of additional inspection work requiring a higher amount. District's cost shall be those costs described above, for the actual time expended by District's personnel in performing inspection services. District's costs shall include reasonable mileage of the inspector, in traveling to and from the site of the inspection, and the cost of any materials or supplies used for inspection, and a reasonable rental charge (at rates not higher than those customarily charged in Boone County) for equipment used in performing the inspection. All such actual costs and expenses shall be documented by District in sufficient detail and with receipts and other evidence of expense as shall be required by the Auditor of Boone County, Missouri.

District may invoice County, at monthly intervals, on or before the first day of each month, for the County's share of inspection costs incurred by the District, during the previous month, as the County's share of inspection costs is reasonably determined in accordance with the provisions of this Paragraph 9. All such invoices, which are properly payable, shall be payable within thirty (30) days of submission. The County shall have the right to withhold payment on undocumented costs and expenses which are not approved by the Auditor of Boone County, Missouri.

10. **Easement Cost Allocation.** If applicable, County and District agree, with respect to the acquisition of the new private Water Line Easements required by District for implementation of the Water Line Relocation plan, as follows: **County to acquire any required waterline easements in conjunction with Counties right-of-way easements.**

11. **Location.** County agrees to physically locate and mark by flags, or other appropriate surface markings, the Road Right-of-Way in areas involved with District's Water Line Relocation and installation along the above described Project. County's markings shall include the boundaries of County's Right-of-Way and the centerline station numbers of County's Project, so that District can identify both the boundaries of the Road Right-of-Way and the various centerline stations, by station number.

**12. Coordination of Work and Time Limits.** The County and District agree to use their best efforts to coordinate all engineering and construction work to be performed under this Agreement. The agreements between County and District for the sharing of costs for the preparation of the Final Water Line Plan, under Paragraph 3 of this Agreement and the agreement for sharing costs of physically Relocating Water Lines, under Paragraph 8 of this Agreement, shall be subject to the time limits for performance specified in the Cooperative Agreement unless the District and County mutually agree, in writing, to shorten or extend the times for performance, which agreement shall not be withheld when reasonable cause exists to modify the times for performance. Reasonable cause to modify the times for performance shall exist when work to be performed takes less time to perform than anticipated, or when scheduled work is delayed for reasons outside of the control of either Party to this Agreement, or when it is otherwise mutually agreed that the schedule for work should be modified for other good and sufficient reasons. If either the County or District suspends or terminates scheduled work to be performed under this Agreement, then the Party causing such suspension or termination shall be liable for the actual costs and expenses incurred by the other Party resulting from suspension or termination, provided that in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of suspension or termination.

**13. Coordination of Work.** The County and District agree to use their best efforts, and good faith, to coordinate all engineering and construction work to be performed under this Agreement.

**14. Extension of Time.** Subject to Paragraph 15 below, the times for performance specified herein shall be extended when scheduled work is delayed for reasons outside the control of the Party to this agreement who is required to perform such work or to cause such work to be performed, or when it is otherwise mutually agreed that the schedule for work should be modified for good and sufficient cause. If either party to this Agreement becomes and aware of a need for an extension of time or of a delay in the work, then such party shall promptly notify the other party, in writing, of the need for such extension, or of the delay, and of the anticipated extent of such delay.

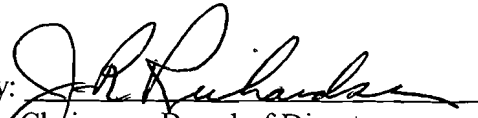
**15. Time Limits Upon Effectiveness of Agreement for Costs Specified in this Agreement.** The provisions of Paragraph 14 notwithstanding, District's agreement to accept payment of costs for preparation of the final Water Line Plan provided in Paragraph 3 of this Agreement shall be in effect for a period of **Ninety (90)** days, following the execution of this Agreement. Any agreement by District to accept payment of any lump sums, pursuant to Paragraph 8 or Paragraph 9 of this Agreement, and to accept any other dollar amounts agreed to in such Paragraphs 8 and 9 of this Agreement, shall be in effect only for a period of **Sixty (60)** following the date of the execution of this Agreement. If District is not given written notice, by the County to proceed with the obtaining of the final Water Line Relocation Plan within the time limits specified in this Paragraph 14, then District's agreement to accept reimbursement in accordance with Paragraph 3 of this Agreement may be terminated by District and County and District shall negotiate a new agreement for sharing of costs for the preparation of the final Water Line Relocation Plan. If District is not given notice to proceed with the actual construction work for the Water Line Relocation, within the time limits specified in this Paragraph 14, then the agreements of District to any lump sum amounts, or to any specific dollars amounts, set forth in Paragraphs 8 and 9 of this Agreement, may



be terminated by District, in which event, County and District shall negotiate new agreement for cost sharing of the costs of construction work and inspection, as provided for by paragraphs 8 and 9 or which every such paragraph is applicable.

17. **Suspension or Termination of Work.** If either County or District, without the consent of the other Party, suspends or terminates schedule work to be performed under this Agreement, and, as a result, the other party sustain additional cost or expense, then the Party causing such suspension or termination shall be liable to the other Party for the actual costs and expenses incurred by the other Party as a result of such suspension or termination; provided that, in the event suspension or termination occurs, both parties shall be required to mitigate any financial loss they may incur as a result of the suspension or termination.

Public Water Supply District No. 9

By:   
Chairman, Board of Directors

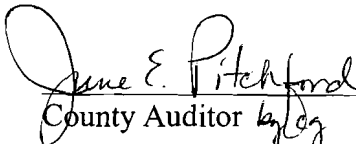
Attest:   
Clerk

Boone County, Missouri

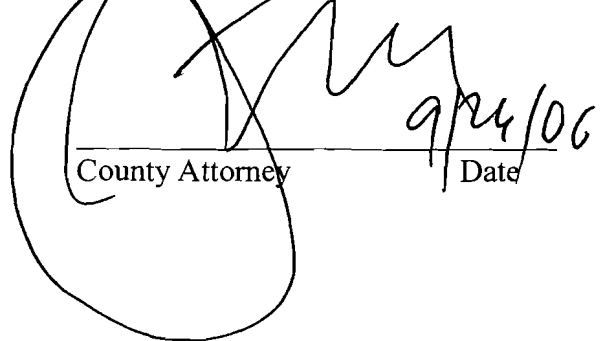
By:   
Presiding Commissioner

Attest:   
County Clerk

Approved as to sufficient unencumbered appropriations:

 9/27/06  
County Auditor *by og* Date  
2045-71100

Approved as to form:

  
County Attorney 9/24/06  
Date

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06

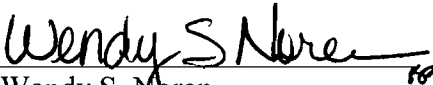
In the County Commission of said county, on the 5<sup>th</sup> day of October 20 06

the following, among other proceedings, were had, viz:

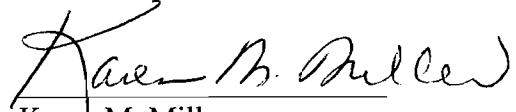
Now on this day the County Commission of the County of Boone does hereby receive and accept the Final Plat by Richey Winkleman Development, LLC on 80 acres more or less, located to the Northwest of the intersection of Old Route A and Ernie Langdon Road and authorize the Presiding Commissioner to sign said plat.


Done this 5<sup>th</sup> day of October, 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schiarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned Term Term. 20 06

County of Boone

In the County Commission of said county, on the

5<sup>th</sup>

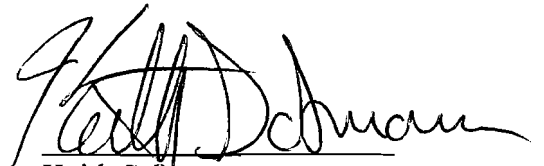
day of October

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize Van Matre, Harrison, and Volkert. P.C., the use of the Chambers on October 18, 2006 between 5:30 p.m. and 7:30 p.m. for a meeting of downtown business owners concerning proposed new sign ordinance. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 5<sup>th</sup> day of October, 2006.

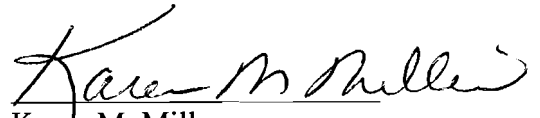


Keith Schnarre  
Presiding Commissioner

ATTEST:



Wendy S. Noren  
Clerk of the County Commission



Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

Keith Schnarre, Presiding Commissioner  
K. M. Miller, District I Commissioner  
Sk. Elkin, District II Commissioner



Roger B. Wilson  
Boone County Government  
801 East Walnut Room 245  
Columbia, MO 65201-7730  
573-886-4305 • FAX 573-886-4306

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Meeting of downtown business owners concerning Proposed New Sign Ordinance

Date(s) of Use: October 18, 2006

Time of Use: From: 5:30 A.M./p.m. thru 7:30 A.M./p.m.

Facility requested: Courthouse Grounds  - Courtyard Square  - Chambers  - Chambers Atrium  - Rm220  - Rm208  - Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved.

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishing rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Craig Van Matre

Organization Representative/Title: Van Matre, Harrison, and Volkert, P.C.

Address/Phone Number: 1103 E. Broadway, Suite 101, Columbia MO 65201 - 874-7777

Date of Application: October 3, 2006

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions stated herein. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Nover  
County Clerk

Keith Schnarre  
County Commissioner

DATE: OCT 5, 2006

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STATE OF MISSOURI }  
County of Boone } ea.

October Session of the October Adjourned Term Term. 20 06


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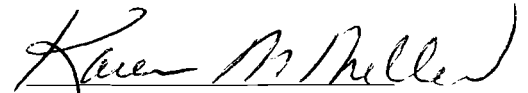
Now on this day the County Commission of the County of Boone does hereby appoint Terri Brunner to the Library Board with a term expiring on 6/30/2009. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

Done this 5<sup>th</sup> day of October, 2006.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Keith Schnarre  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

401-2006

Keith Schnarre, Presiding Commissioner  
Karen, M. Miller, District I Commissioner  
Skip Elkin, District II Commissioner



Boone County Government Center  
801 E. Walnut, Room 245  
Columbia, MO 65201  
573-886-4305 • FAX 573-886-4311  
E-mail: commission@boonecountymo.org

# Boone County Commission

*Appointment - Term expires 6/30/2009*

*INTERIM*

*Appoint*

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Library Board Term: 9/12/2006

Current Township: Rocky Fork Today's Date: 9/12/2006

Name: Terri Brunner

Home Address: 13450 E Rt D Zip Code: 65240

Business Address: 849 S Jefferson Zip Code: 65240

Home Phone: 573-682-5196 Work Phone: 573-682-3508  
Fax: 573-682-2749 E-mail: tbrunner@catnet.gen.mo.us

Qualifications: Master of Science Degree - Library Science-MU  
Master of Science - C&I - Educational Technology  
School Librarian K-12 - Hannibal Schools - 12 years  
School Librarian 5-8 - Centralia Schools - 1 year  
School Librarian 9-12 - Centralia Schools - 12 years  
President of NE District MSTA  
Served on MSL State Legislative Resolutions Legislative Committee  
Served on Missouri State MAP Communication Arts team  
Totally automated two school libraries from the ground up.  
Partnered with public library on summer reading program, grants and high school reading projects.  
Founder of Centralia FFA Alumni Organization  
Charter member of Madame Alexander Doll (Fan) Club

Past Community Service: Holy Spirit Catholic Church monthly food drive director  
Worked with Centralia Women's network to provide services to underprivileged students.  
Solicited donations for food, car repair, school supplies, and other school related items.  
Monetary donations to FFA/FFA scholarships  
Organized school blood drives  
Worked on school bond issues  
Volunteered at Columbia Food Bank  
Donated time to United Way and March of Dimes campaigns  
Volunteered with 4-H and FFA beef, swine, and other fair projects.

References: Brent Voohtels  
16877 Route 1 North  
Hannibal, Missouri 65256  
673-874-5888  
  
Hal Fisher  
13361 Hwy YY  
Hannibal, MO 65256 875-0673  
  
Ted Famen  
Stable District, Room 329  
Jefferson City, MO 65101  
573-751-2162

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office  
Boone County Government Center  
801 East Walnut, Room 245  
Columbia, MO 65201  
Fax: 573-886-4311

*Interviews - 9/26*

*4:15 - SE  
4:30 - Kmm  
4:45 - RS*

*Boone Co.  
Library District*