

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2007

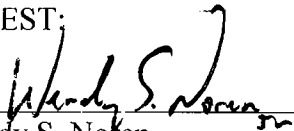
In the County Commission of said county, on the 19th day of July 20 07

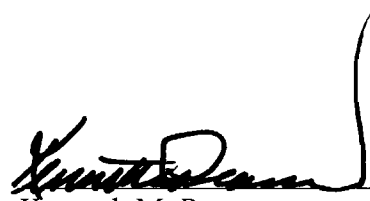
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the letter to the Missouri Department of Natural Resources regarding Boone County's participation in the County Surveyor Cooperation Remonumentation Program for FY2008.

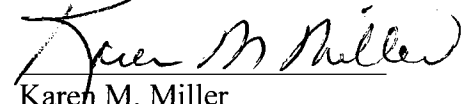
Done this 19th day of July, 2007.

ATTEST:

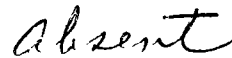

Wendy S. Nofen
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

STATE OF MISSOURI
 DEPARTMENT OF NATURAL RESOURCES

Matt Blunt, Governor • Doyle Childers, Director

www.dnr.mo.gov

June 22, 2007

Honorable Ken Person
 Presiding Commissioner
 Boone County Courthouse
 801 E Walnut Rm 245
 Columbia, MO 65201

JUN 29 2007

Dear Commissioner Person:

For the past several years the Land Survey Program of the Missouri Department of Natural Resources has been remonumenting section and quarter section corners of the United States Public Land Survey System (USPLSS) in cooperation with the county commissions and county surveyors. The County Surveyor Cooperative Remonumentation Program has been a great success, and we plan to continue this program in FY08. We would like to include your county in this program.

The program is specifically designed to remonument corners of the USPLSS that have original government evidence, or have been used and accepted for a long time. The Department of Natural Resources contracts with the county for the remonumentation of a specified number of corners each year. The department will pay \$200.00 toward the remonumentation of each corner. Under the provisions of the agreement the county will in turn contract with their county surveyor for the remonumentation of the corners. The county surveyor's cost will probably be in excess of the \$200.00 provided by this department; therefore, the county will have to pay an additional amount to compensate the county surveyor. These government corners are extremely important. They provide the basis for all land surveying in your county and their remonumentation will help to alleviate land boundary problems now and in the future.

We would like to suggest you discuss this program with your county surveyor and provide us with the number of corners you would like to see allocated for your county. We would like to have your participation in this program in the coming year. Please let us know your decision by July 31, 2007. Should you have any questions or if you would like us to come to your commission meeting, please feel free to contact me at PO Box 250, Rolla, MO 65402-0250 or at telephone (573) 368-2301.

Sincerely,

DIVISION OF GEOLOGY AND LAND SURVEY

J. Michael Flowers
 J. Michael Flowers, PLS
 State Land Surveyor
 Land Survey Program

JMF/sh

c: Robert L. Walker
 Boone County Surveyor
 5551 Hwy 63 S
 Columbia, MO 65201-9711



Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

July 17, 2007

Missouri Department of Natural Resources
Division of Geology and Land Survey
111 Fairgrounds Rd.
Rolla, MO 65401-0250

JUL 23 2007

Attn: J. Michael Flowers, PLS

Dear Mr. Flowers:

I am responding to your letter of June 22, 2007, in which you inquired about Boone County's participation in the County Surveyor Cooperation Remonumentation Program for FY-2008. Boone County has been very pleased to have participated in the program for the past few years and look forward to being included in it again in FY-2008. We anticipate that once again, we will remonument ten (10) corners.

As in the past, the Boone County Public Works will coordinate all activities related to our involvement in the program. The contact person is Mr. Robert L. Walker or in his absence, Mr. David Mink. Thank you for inviting Boone County to once again participate in the program.

Sincerely yours,

Kenneth M. Pearson
Presiding Commissioner
Boone County Commission

cc: Robert L. Walker, Boone County Surveyor

PS: Please correct your records to reflect the new Presiding as Kenneth M. Pearson

RECEIVED SEP 11 2007
SEP 18 2007

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Matt Blunt, Governor • Doyle Childers, Director

www.dnr.mo.gov

September 6, 2007

The Honorable Ken Person
Presiding Commissioner
Boone County Courthouse
801 E. Walnut – Room 245
Columbia, MO 65201

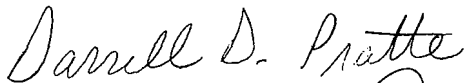
Dear Commissioner Person:

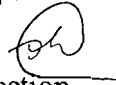
Enclosed is your approved copy of County Surveyor Co-op Contract #08-06. We are looking forward to working with you and your county surveyor.

Should you have any questions or if we may be of any assistance, please feel free to contact me at PO Box 250, Rolla, MO 65402-0250 or at telephone (573) 368-2300. Thank you for your interest in the corner remonumentation project.

Sincerely,

DIVISION OF GEOLOGY AND LAND SURVEY



Darrell D. Pratte, PLS 
Chief, Geodetic Survey Section
Land Survey Program

DDP/sh

Enclosure

c: Mr. Robert L. Walker
Boone County Surveyor
5551 Hwy 63 S
Columbia, MO 65201-9711

**WORK SCHEDULE FOR FY-08 COUNTY SURVEYOR
COOPERATIVE REMONUMENTATION CONTRACTS**

- 1) Submit to the Department of Natural Resources an application (partially completed Certified Land Corner Restoration Form) on each corner for remonumentation on or before **September 30, 2007**. The Department of Natural Resources will approve or disapprove the forms within 30 days.
- 2) Start public notice publication on or before **December 1, 2007**.
- 3) Re monumentation can begin when the public notice requirements have been met.
Upon the receipt of Proof of Advertisement, we will deliver the monumentation supplies.
- 4) Submit completed Certified Land Corner Restoration Forms on or before **March 1, 2008**. The Department of Natural Resources will approve or disapprove within 30 days.
- 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or Before **May 1, 2008**.

The County Surveyor must meet the deadlines outlined in this work schedule in performing the work under their contract.

Note: The Department contributes \$200.00 per corner. We hope your Commission will at least match this amount.

*****PLEASE RETAIN FOR YOUR FILES*****



STATE OF MISSOURI

PURCHASE ORDER

ORDER NUMBER SC 780 S3520800010	MODIFICATION NUMBER	LINKING ON <input checked="" type="checkbox"/>	AGENCY/ORGANIZATION 780/3520	ORDER DATE 09-06-2007
REQUISITION NUMBER	VENDOR CODE 4360003490-2	PAGE 01		
CONTACT PERSON'S NAME AND PHONE NUMBER SHARON 368-2300	TERMS	DELIVERY DATE 06-01-2008	F.O.B. SEE BELOW	

COUNTY OF BOONE - TREASURER
801 EAST WALNUT ST
ROOM 112
COLUMBIA MO 65201-7798

SHIP TO: (ORDER NUMBER MUST APPEAR ON SHIPPING DOCUMENTS)
DIV OF GEOLOGY LAND SURVEY
LAND SURVEY
111 FAIRGROUNDS RD PO BOX 250
ROLLA MO 65402

BILL TO: (SEND ORIGINAL AND THREE COPIES)
ORDER NUMBER MUST APPEAR ON ALL COPIES
DIV OF GEOLOGY LAND SURVEY
LAND SURVEY
111 FAIRGROUNDS RD PO BOX 250
ROLLA MO 65402

SOLICITATION NUMBER THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE REFERENCED SOLICITATION DOCUMENT AS WELL AS THOSE ATTACHED HERETO.

COMMODITY CODE AND DESCRIPTION	ORD LINE	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT
NOTE REPRINT-LAST PRINT DATE: 08/31/07					
C/S CODE: 96100 BOONE COUNTY CO-OP 08-06	001				2000.00
***** FINAL PAGE *****					

TOTAL 2000.00

COMMISSIONER OF ADMINISTRATION CERTIFICATION
I CERTIFY THAT THE OBLIGATION REPRESENTED HEREON HAS BEEN CHARGED AGAINST THE UNENCUMBERED BALANCE OF THE APPROPRIATION AND THE EXPENDITURE AUTHORIZED IS WITHIN THE PURPOSE OF THE APPROPRIATION.

AUTHORIZED SIGNATURE(S)

COMMISSIONER OF ADMINISTRATION SIGNATURE
Michele W. Pentecost

STATE OF MISSOURI--TERMS AND CONDITIONS -- Revised 05/21/07

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

DELIVERY Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

CONFLICT OF INTEREST Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

WARRANTY The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional cost incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

BANKRUPTCY OR INSOLVENCY Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

INVENTIONS, PATENTS, AND COPYRIGHTS The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

AMERICANS WITH DISABILITIES ACT In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

AGENCY COPY

CONTRACT FOR SERVICES
BY AND BETWEEN

BOONE COUNTY

AND

THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

CONTRACT NO. #08-06

THIS AGREEMENT entered into this 29th day of August, 2007 by and between BOONE COUNTY, Missouri (hereinafter called the "county"), and the DEPARTMENT OF NATURAL RESOURCES, (Director of the Department of Natural Resources, Director of Division of Geology and Land Survey, and State Land Surveyor) hereinafter called the "Department."

WHEREAS, the County desires to engage the Department to render certain services hereafter described in connection with delineation of section and quarter section corners of the United States Public Land Survey and known as the County Surveyor Cooperative Remonumentation Program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF COUNTY SURVEYOR.** The County hereby agrees to engage the County Surveyor to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES.** The County Surveyor will remonument corners of the United States Public Land Survey, satisfying one of the following descriptions:
 - A. An original corner established by the original government surveyors under contract from the General Land Office or its successors in title, for which sufficient original evidence exists to definitely locate the position of said corner.
 - B. A perpetuated corner for which the records by county or other surveyors positively show that subsequent witness marks were placed and/or perpetuated when there was still positive evidence of the original witness marks identifying the corner placed by the original government surveyors, and provided the chain of perpetuation is not broken and evidence of the perpetuation exists.
 - C. A poorly monumented and/or documented corner whose basis for remonumentation is its long use and acceptance by local residents as the government corner, and/or its general agreement with the GLO survey in the area. Long usage is at least 20 years of undisputed use.
 - D. A county surveyor may make application for remonumentation of a corner that has been reestablished if there is record documentation verifying the twenty (20) year period, the corner is not in conflict with another corner, and the corner was reestablished by a county surveyor in accordance with the procedures outlined in the Missouri statutes for the reestablishment of a lost corner.
3. **PUBLIC NOTICE.** The County Commission shall publish a notice once each week for three consecutive weeks in some newspaper of general circulation published in the county. The County shall furnish the Department with a publication affidavit verifying the advertisement. The form of the notice is as follows:

"The following corners of the Original United States Public Land Survey will be remonumented. Any citizen wishing to file objections to the remonumentation of the existing corner marker shall do so with the State Land Surveyor, PO Box 250, Rolla, Missouri 65402 within 30 days."

(List of corners - to be furnished by the Department)

4. **INVESTIGATION OF OBJECTION TO REMONUMENTATION.** The State Land Surveyor shall investigate all objections to remonumentation and his decision will be final.
5. **DEPARTMENT TO FURNISH MONUMENTS.** The Department will furnish the County Surveyor with all necessary material (monuments, witness signs, posts and tree tags) required for remonumentation.

6. PROCEDURE.

- A. The county surveyor must meet the following deadlines in performing the work under this contract:
- 1) Submit to the Department of Natural Resources an application for remonumentation (partially completed Certified Land Corner Restoration Form) on each corner on or before September 30, 2007. The Department of Natural Resources will approve or disapprove within 30 days, and designate any corners required to be tied to the Missouri Coordinate System 1983.
 - 2) Start public notice publication on or before December 1, 2007;
 - 3) The remonumentation can begin when submitted corners have been approved and monuments delivered to the county surveyor;
 - 4) Submit completed Certified Land Corner Restoration Forms on or before March 1, 2008. The Department of Natural Resources will approve or disapprove the forms within 30 days; and
 - 5) Make any corrections to monumentation or forms and resubmit along with an invoice to the county on or before May 1, 2008. Failure to meet the above deadlines shall, at the option of the Department, be cause for termination of this contract after the County is duly notified in writing.
- B. Prior to the public notice and remonumentation, the County Surveyor will submit to the State Land Surveyor for his approval on each corner, a copy of a partially completed Certified Land Corner Restoration form containing the following information:
- 1) Description of the original monument and accessories including the book and page reference;
 - 2) a) Sufficient information to show justification of longstanding use by subsequent surveys (including book and page reference);
b) Sufficient information to show justification of longstanding use by local residents and measurements to show agreement with the GLO survey of the area; or
c) Sufficient information to show the corner meets the requirements of 2D.
 - 3) Description of corner evidence found;
 - 4) Sketch of corner, showing sufficient information to locate the corner position in the field, and a recommendation of the type and placement of monument and reference marks to be set.
- C. Upon approval and notification by the State Land Surveyor, the county court will publish a notice as described in paragraph 3 of this agreement.
- D. The County Surveyor may start remonumentation of those corners listed in the public notice with the type of monument approved by the State Land Surveyor upon receipt of the approved list of corners. Remonumentation shall be in accordance with the Department of Natural Resources' Specifications for Perpetuation of the Original United States Public Land Survey Corners.
- E. Upon completion of remonumentation the County Surveyor shall submit to the State Land Surveyor for approval, completed original Certified Land Corner Restoration forms on each corner monumented. All information will be typed or completed in black ink. Lettering or typing shall not be less than 8 point. In addition to the information required in 6B above, the form shall contain a description of the monument and accessories established to perpetuate the location of the corner. A sketch of the corner will be provided on the back of the form.
- F. Upon approval by the State Land Surveyor of the remonumentation and Certified Land Corner Restoration forms, reimbursement by the Department shall be made as outlined in paragraph 11 below.

- 7. **TERMINATION OF CONTRACT CAUSE.** If through any reasonable cause, the Department cannot fulfill its obligation under this contract, or if the County cannot for any reasonable cause fulfill its obligation, this contract can be terminated. In the event either party finds it necessary to request a cancellation such fact will be revealed without delay so that as much time as possible can be devoted to a settlement. Every effort will be made to prevent loss to the County or the Department.
- 8. **CHANGES.** The County or Department may, from time to time, require changes in the scope of services and the time of performance hereunder. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the County and the Department, shall be incorporated in written amendments to this contract.
- 9. **GOVERNING LAW.** This contract shall be interpreted under and governed by the laws of the State of Missouri.
- 10. **REIMBURSEMENT BY THE COUNTY.** The County agrees to reimburse the County Surveyor for his services rendered by the terms of this contract.
- 11. **REIMBURSEMENT BY THE DEPARTMENT.** The Department will reimburse the county \$200.00 for each corner remonumented not having a valid objection and remonumented in accordance with this agreement. The County will submit to the Department an invoice for these services along with a copy of the County Surveyor's invoice to the county. **THIS AGREEMENT SHALL BE SUBJECT TO THE OVERALL MAXIMUM OF \$1,000.00 FOR FIVE (5) CORNERS.**
- 12. **CONTRACT PERIOD.** This contract shall expire on: June 1, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the aforementioned date.

ACCEPTED:

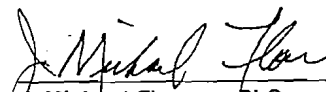


 Presiding County Commissioner

8/21/07

 (Date)

RECOMMENDED FOR APPROVAL:

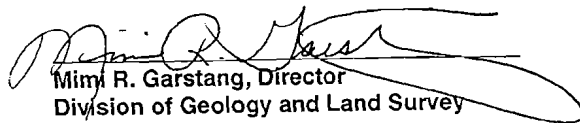


 J. Michael Flowers, PLS
 State Land Surveyor

8/29/07

 (Date)

APPROVED:



 Mimi R. Garstang, Director
 Division of Geology and Land Survey

8-29-07

 (Date)

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ca.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the 19th day of July 20 07

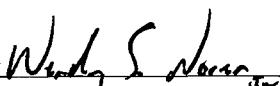
the following, among other proceedings, were had, viz:

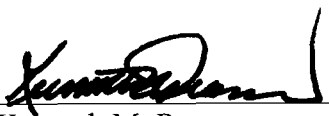
Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Request:

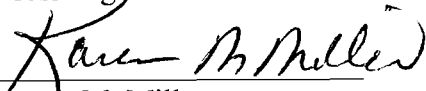
For 10501 North Olden Road to the Boone County subdivision Regulations – Appendix B, Section 1.5 SIGHT DISTANCE FOR DRIVEWAYS to allow construction of an entrance near the above referenced Harrisburg address to be used as an agriculture entrance under the following condition: In order to achieve the maximum amount of sight distance, tree removal will be required at this location.

Done this 19th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Road and Bridge Advisory Committee – May 3, 2007 – Minutes

**ROAD AND BRIDGE ADVISORY COMMITTEE
BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut Street, Columbia, Missouri 65201
(573) 449-8515**

Minutes**5:30PM****Thursday, July 5, 2007**

- I. **Call to Order:**
The meeting was called to order by Mike Hight at 5:30p.m., Thursday, July 5, 2007, in the Commission Chambers of the Roger I. Wilson Boone County Government Center.
- II. **Roll Call:**
- a. **Members Present:**
Mr. Mike Hight, Rocky Fork Township
Mr. James Cunningham, Three Creeks Township
Mr. David Mink, P.E., Public Works
Mr. Thad Yonke, Planning and Building Inspection
Mr. Ken Pearson, Commission
Dr. Tom Satalowich, Rock Bridge Township
Mr. Dan Haid, Columbia Township
Mr. Greg Martin, Katy Township
- b. **Members Absent:**
Mr. Robert Dollar, Bourbon Township
Mr. Frank Thomas, Perche Township
Mr. Daniel Graves, Missouri Township
- c. **Guests Present:**
- d. **Staff Present:**
Jane Telander, Recording Secretary
- III. **Approval of Minutes:** Minutes from the meeting held on April 5, 2007 were discussed. There were no additions or corrections. Dr. Satalowich moved to accept the minutes as presented. Mr. Cunningham seconded the motion. The motion carried.
- IV. **Variance Request:**
1. Mr. and Mrs. Mark Rowland – Permit # 7045 - SIGHT DISTANCE FOR DRIVEWAYS (10501 North Olden Road)

Property owners, Mark and Brenda Rowland submitted a request for variance from Boone County Subdivision Regulations – Appendix B, Section 1.5 for the construction of an agriculture entrance near the 10501 Olden Rd., Harrisburg, MO address. The Public Works Department reviewed the request and recommended approval provided that provisions, through tree removal, are taken to provide the maximum amount of sight distance in this location.

Road and Bridge Advisory Committee –May 3, 2007 – Minutes

A motion was made by Dr. Satalowich to approve the request. Mr. Mink added the stipulation that the request be approved with the provisions stated in the Public Works recommendation to remove trees in order to obtain maximum sight distance. The motion was restated to approve with the above referenced stipulation by Dr. Satalowich and seconded by Mr. Mink. The motion carried.

V. **Old Business:**
None

VI. **New Business:**
None

VII. **Adjourn**
The meeting was adjourned at 5:33p.m.