

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 11th day of August 20 15

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 attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 4835 E. Meadowlark Lane A, parcel #21-201-04-01-035.00 01

Done this 11th day of August, 2015.

ATTEST:

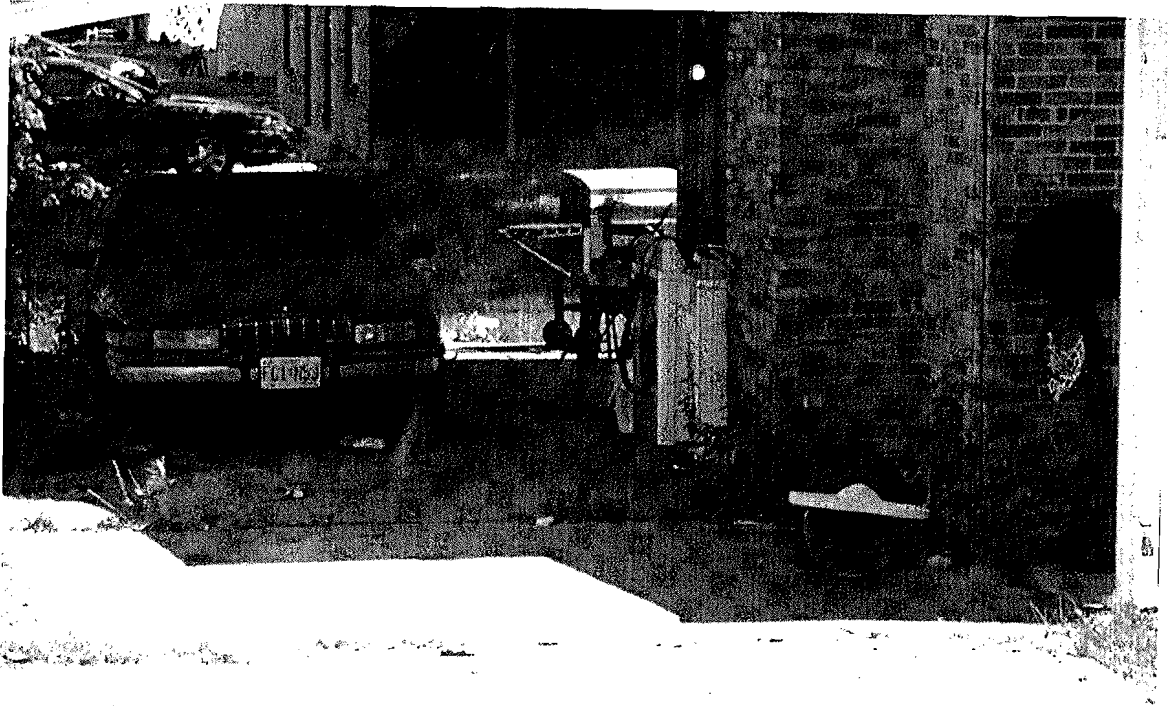
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

4835 Meadowlark Ln A



4835 Meadowlark Ln A



**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
4835 E Meadow Lark Ln A)	July Adjourned
Columbia, MO 65202)	Term 2015
)	Commission Order No. <u>344-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 11th day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, furniture, appliances
4. The location of the public nuisance is as follows: 4835 E Meadow Lark Ln A. Prairie Meadow Est-First Section Lot 1 (a/k/a parcel #21-201-04-01-035.00 01) Section 4, Township 47, Range 12 as shown by deed book 0008 page 0017, Boone County
5. The specific violation of the Code is: junk, furniture, appliances is in violation of sections 6.5 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 15 day of September, 2014, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

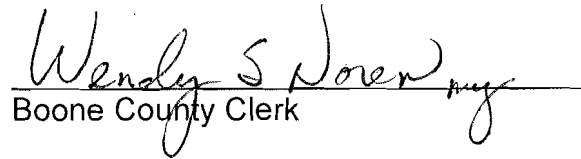
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

Boone County, Missouri
Unofficial



Recorded in Boone County, Missouri
Date and Time 08/04/2009 at 10:33:39 AM
Instrument # 2009021327 Book 3533 Page 95

Grantor JPMORGAN CHASE BANK
Grantee STRAUB, IAN

Instrument Type RL
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



FULL DEED OF RELEASE

Dated: 07/20/09

In Consideration of the payment of the debt described in a Deed of Trust executed by IAN STRAUB AND JOAN STRAUB Grantees to WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION, Beneficiary in the amount of \$96,000.00 dated September 22, 2003 and recorded on September 30, 2003 in the Recorder's Office of the County of BOONE, Missouri in Volume/Book 02361 Page 0005 Document 2003041057, the undersigned owner of the note or notes described in said Deed of Trust, does hereby release and reconvey the property described in the said Deed of Trust to the Grantors therein, their heirs or assigns, forever discharged from the lien of said Deed of Trust.

Property Address: 4825 A & B MEADOWLARK LANE, COLUMBIA, MO 65201

LEGAL TO WIT:

LOT ONE (1) OF PRAIRIE MEADOW ESTATES FIRST SECTION AS SHOWN BY PLAT RECORDED IN PLAT BOOK 8, PAGE 17, RECORDS OF BOONE COUNTY, MISSOURI.

Witness the execution hereof this 07/20/09

JPMORGAN CHASE BANK, N.A. S/B/M TO WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION- GRANTOR

By: *Ulanda Willis*

Ulanda Willis
Vice President



MO00
02/20/08

Nora Dietzel, Recorder of Deeds

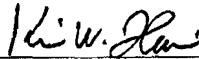
Boone County, Missouri
Unofficial Document

BOONE COUNTY MO AUG 04 2009

State of Louisiana
Parish/County of. OUACHITA

On this 07/20/09, before me, KARIN W. HARRIS - 58150, Notary Public, personally appeared Ulanda Willis, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



KARIN W. HARRIS - 58150
Notary Public
LIFETIME COMMISSION



Prepared By/Record and Return to
OFELIA MAE SORBITO
Chase Home Finance LLC
Reconveyance Services
780 Kansas Lane, Suite A
PO Box 4025
Monroe, LA 71203
Min
MERS Phone, if applicable 1-888-679-6377

Loan No 0081990632
County of BOONE
Investor No F10194
Outbound Date 07/16/09
Investor Loan No 1693540962

MO00
02/20/08

Nora Dietzel, Recorder of Deeds

4835 E Meadow Lark Ln A

Straub Ian & Joan

ACTIVITY LOG

06/30/2015	citizen complaint received
07/06/2015	complaint investigated – appliances under car port and furniture on front porch
07/07/2015	notice of violation sent via Certified Mail
07/11/2015	Certified letter signed for by Joan Straub
07/27/2015	reinspection conducted – violation still present
07/27/2015	pictures taken
07/27/2015	hearing notice sent via First Class Mail

Check: April 20

~~CLOSED~~
Reopen 7/6/15

Mar 30, 2015 4:42:29 PM CDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NavLine

6224
 Events
 Email log
 Reminders
 Work requests

Call Information
Call ID: 6224 Status: Open Entity: City of Columbia
Description:
Comments
4835 A Meadowlark, trash and appliances 4835 A Meadowlark, trash and appliances

Call Details
Call type: CE-County Nuisance
Entry date/time: 03/30/2015 16:37:54
Entry user ID: Dewrock, Britni M - HL Env. I
Origin:
Work group: Environmental Health

Contact Information
Contact ID: 147779
Contact name: ANONYMOUS in County
Customer:
Location:
Service:

Call Assignment/Notification
Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Dewrock, Britni M - HL Env. I

Close Information
Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

Print
Cancel
Exit
Refresh
Toggle Inform...
Contact Inquiry



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 21-201-04-01-035.00 01

Property Location 4835 E MEADOW LARK LN A+B

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **STRAUB IAN & JOAN**
 Address **4586 E BONNE FEMME CHURCH**
 City, State Zip **COLUMBIA, MO 65201**

Subdivision Plat Book/Page **0008 0017**

Section/Township/Range **4 47 12**

Legal Description **PRAIRIE MEADOW EST-FIRST SECTI
 LOT 1**

Lot Size **130.00 x 120.00**

Deed Book/Page **2361 0004** **1779 0087**

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	19,200	64,800	84,000	RI	3,648	12,312	15,960
Totals	19,200	64,800	84,000	Totals	3,648	12,312	15,960

Most Recent Tax Bill(s)

Residence Description

Year Built **1971**
(ESTIMATE)
 Use **DUPLEX (102)**

Basement **NONE (1)** Attic **NONE (1)**

Bedrooms **6** Main Area **2,610**

Full Bath **2** Finished Basement Area **0**

Half Bath **4**

Total Rooms **10** Total Square Feet **2,610**

Record Administration

WASHINGTON COUNTY RECORDS

Nora Dietzel
Boone County , Missouri - Recorder of Deeds

[Click Here To View Document](#)

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument DT - DEED OF TRUST
Document No. 2003041057
Book 2361
Page 5
Recording Date 9/30/2003 10:46:40 AM
Dated date 9/22/2003

Referenced By This Document (0)

References To This Document (1)

Book: 3533 Page: 95 RL

Referenced Amount \$96,000.00

Grantor(s) (2)

STRAUB, IAN
STRAUB, JOAN

Grantee(s) (1)

WASHINGTON MUTUAL BANK

Mortgagee's Address

400 EAST MAIN STREET
STOCKTON, CA 95290

Legal Description(s) (1)

LT 1 PRAIRIE MEADOWS ESTATES FF PRAIRIE MEDOW ESTA



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Straub Ian & Joan
4586 E Bonne Femme Church
Columbia, MO 65201

An inspection of the property you own located at 4835 E Meadow Lark Ln #A (parcel # 21-201-04-01-035.00 01) was conducted on July 6, 2015 and revealed an abandoned car with a flat tire and furniture on the front porch.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.3.13, 6.3.6. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 7th day of July 2015 by MN.

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



USPS Tracking™



Customer Service ›
Have questions? We're here to help.



Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70143490000227599044

Updated Delivery Day: Thursday, July 9, 2015

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS

LOCATION

July 11, 2015 , 12:12 pm

Delivered

COLUMBIA, MO 65201

Text Updates

Email Updates

Click on the status to view details for this event. Click on the location to view details for this location.

July 9, 2015 , 12:30 pm

Notice Left (No Authorized Recipient Available)

COLUMBIA, MO 65201

July 9, 2015 , 9:30 am

Out for Delivery

COLUMBIA, MO 65201

July 9, 2015 , 9:20 am

Sorting Complete

COLUMBIA, MO 65201

July 9, 2015 , 5:08 am

Arrived at Unit

COLUMBIA, MO 65201

July 7, 2015 , 6:34 pm

Departed Post Office

COLUMBIA, MO 65203

July 7, 2015 , 6:20 pm

Acceptance

COLUMBIA, MO 65203

Track Another Package

Tracking (or receipt) number

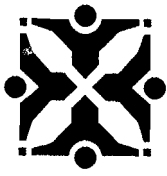
Track It

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS ›





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Straub Ian & Joan
4586 E Bonne Femme Church
Columbia, MO 65201

An inspection of the property you own located at 4835 E Meadowlark Ln A. (parcel # 21-01-04-01-035.00 01) was conducted on July 6, 2015 and revealed abandoned car with flat tire and furniture/appliances on porch. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday August 11, at 9:30 am, in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Britni Hendren
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 30th day of July 2015 by MO.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

7012 2920 0002 4698 1975

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$ 6.48

Postmark Here
 APR 1 2015
 COLUMBIA MO USPS 65201-9900

Sent To: Ian & Joan Straub
 Street, Apt. No., or PO Box No. 4586 E. Bonne Femme Church
 City, State, ZIP+4 Columbia, MO 65201

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ian & Joan Straub
4586 E. Bonne Femme Church
Columbia MO 65201

2. Article Number 7012 2920 0002 4698 1975
 (Transfer from service label)

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent Address

B. Received by (Printed Name) Ian Straub C. Date of Delivery 4/4

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

7014 3490 0002 2759 9044

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 (Domestic Mail Only)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$ 6.73

Postmark Here
 APR 1 2015
 COLUMBIA MO USPS 65201-9900

Sent To: Ian & Joan Straub
 Street & Apt. No., or PO Box No. 4586 E. Bonne Femme Church
 City, State, ZIP+4 Columbia MO 65201

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ian & Joan Straub
4586 E. Bonne Femme Church
Columbia, MO 65201

2. Article Number 7014 3490 0002 2759 9044
 (Transfer from service label)

PS Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the

11th

day of

August

20

15

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 attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2505 E. Oakbrook Drove A+B, parcel #12-415-20-02-005.00 01

Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren *my*
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
2505 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2015
Columbia, MO 65202	)	Commission Order No. <u>345-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 11th day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive, A+B, a/k/a parcel# 12-415-20-02-005.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10th day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

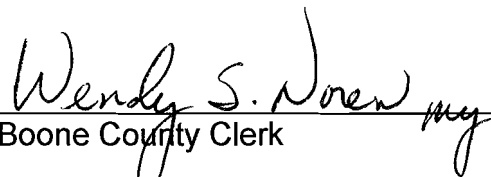
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



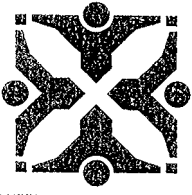
Boone County Clerk

Photographs taken 7/27/15 @ ~ 3:45 pm
2505 E. Oakbrook Drive A+B



R&L Investments Holdings
2505 E. Oakbrook Drive A+B
Health Department nuisance notice - timeline

- 06/16/15: citizen complaint received
- 06/17/15: initial inspection conducted
- 06/18/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested – owner never signed for notice
- 07/10/15: notice posted in newspaper
- 07/27/15: reinspection conducted –violation not abated - photographs taken
- 07/31/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Spring, MO 63304

An inspection of the property you own located at 2505 E. Oakbrook Drive A+B (parcel # 12-415-20-02-005.00 01) was conducted on June 17, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 11, 2015 at 9:30 a.m. in the County Commission conference room at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31st day of July 2015 by KV.

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

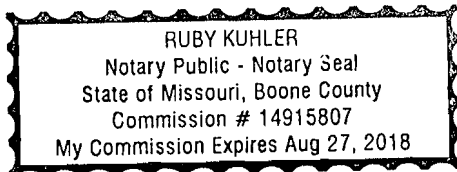
- 1st Insertion _____ July 10, 2015
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$76.53
Printer's Fee

By: Candra Galiley
Candra Galiley

Subscribed & sworn to before me this 3 day of August, 2015

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 9, a/k/a 2505 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high on the premises

Property Description: Morris Subdivision, # 2, Lot 22, a/k/a 2510 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable teal Chevrolet pickup truck, a derelict, unlicensed and inoperable black 4-door Hyundai vehicle, and a derelict, unlicensed and inoperable maroon 2-door vehicle on the premises

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: Stephanie Browning,

Director, Columbia/Boone
County Department of
Public Health

INSERTION DATE: July 10, 2015.



- 6313
- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6313 Status: Open Entity: City of Columbia
Description: Duplexes on Oakbrook
Comments
junk cars, trash. Haley Titus 217 508 6820 Please call.

Call Details

Call type: CE-County Nuisance
Entry date/time: 06/16/2015 14:22:36
Entry user ID: Niles, Michelle M Health
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
From phone: (573) 555-5555
Customer:
Location:
Service:

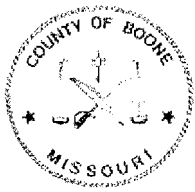
Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 12-415-20-02-005.00 01 **Property Location** 2505 E OAKBROOK DR A+B

City **Road** COMMON ROAD DISTRICT (CO) **School** COLUMBIA (C1)
Library BOONE COUNTY (L1) **Fire** BOONE COUNTY (F1)

Owner R & L INVESTMENT HOLDINGS LLC
Address 242 CORNWALL DR
City, State Zip WELDON SPRINGS, MO 63304

Subdivision Plat Book/Page 0388 0740

Section/Township/Range 20 49 12

Legal Description MORRIS SD #2
 LOT 9

Lot Size 116.60 x 140.00

Deed Book/Page 2988 0026 2755 0076 2617 0067 2585 0084

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100	0	3,100	RV	589	0	589
Totals	3,100	0	3,100	Totals	589	0	589

Most Recent Tax Bill(s)

Copyright © 2015 Boone County, Missouri. All rights reserved.
 This Web application was developed by [Boone County](#).

Boone County, Missouri
Unofficial Document



Recorded In Boone County, Missouri
Date and Time 07/21/2006 at 09:30:52 AM
Instrument # 2006020023 Book 2988 Page 26
Grantor FRUEND, LEWIS B
Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 12TH day of, JULY, 2006, by and between
Lewis B Fruend and Carol Fruend, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and
R & L Investment Holdings, LLC

Grantee(s),

Grantee'(s) address: 242 Cornwall Drive Weldon Springs, MO 63304
of the County of Saint Charles, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

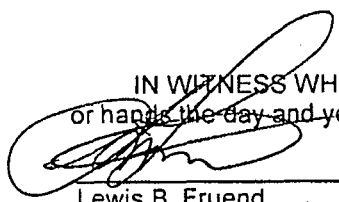
Boone County, Missouri
Unofficial Document

BOONE COUNTY MO JUL 21 2006

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.



IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written

Lewis B Freund

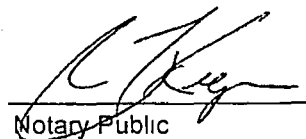

Carol Freund

STATE OF MISSOURI)
COUNTY OF ST. CHARLES) ss.

On this 12 day of July, 2006, before me personally appeared:
Lewis B Freund and Carol Freund, husband and wife

to me known to be the person or persons described in and who executed the same as their
free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written


Notary Public

My Commission Expires
1/28/07



JOHN T KEEGAN
St. Charles County
My Commission Expires
January 28, 2007

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

11th

day of

August

20

15

In the County Commission of said county, on the

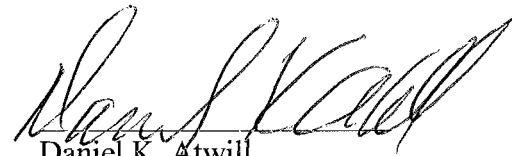
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2510 E. Oakbrook Drove A+B, parcel #12-415-20-02-018.00 01

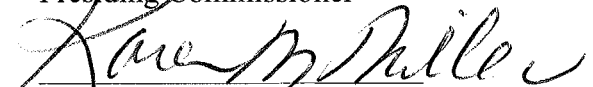
Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
2510 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2015
Columbia, MO 65202	)	Commission Order No. <u>346-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 11th day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: growth of weeds in excess of twelve inches high on the premises.
4. The location of the public nuisance is as follows: 2505 E. Oakbrook Drive, A+B, a/k/a parcel# 12-415-20-02-018.00 01, Section 20, Township 49, Range 12 as shown in deed book 2988 page 0026, Boone County.
5. The specific violation of the Code is: growth of weeds in excess of twelve inches high in violation of section 6.7 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10th day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

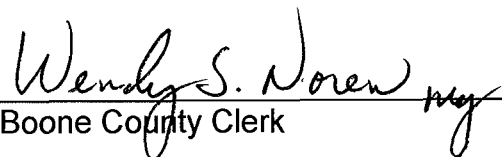
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



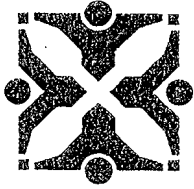
Boone County Clerk

Photographs taken 7/27/15 @ ~ 3:45 pm
2510 E. Oakbrook Drive A+B



R&L Investments Holdings
2510 E. Oakbrook Drive A+B
Health Department nuisance notice - timeline

- 06/16/15: citizen complaint received
- 06/17/15: initial inspection conducted
- 06/18/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested – owner never signed for notice
- 07/10/15: notice posted in newspaper
- 07/27/15: reinspection conducted –violation not abated - photographs taken
- 07/31/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

HEARING NOTICE

DIVISION OF ENVIRONMENTAL HEALTH

R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Spring, MO 63304

An inspection of the property you own located at 2510 E. Oakbrook Drive A+B (parcel # 12-415-20-02-018.00 01) was conducted on June 17, 2015 and revealed growth of weeds in excess of twelve inches high on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 11, 2015 at 9:30 a.m. in the County Commission conference room at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31st day of July 2015 by KV.

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

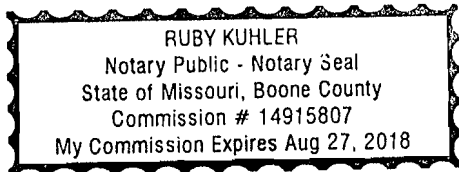
- 1st Insertion _____ July 10, 2015
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$76.53
Printer's Fee

By: Candra Galiley
Candra Galiley

Subscribed & sworn to before me this 3 day of August, 2015

[Signature]
Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: R&L Investment Holdings LLC
242 Cornwall Drive
Weldon Springs, MO 63304

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 9, a/k/a 2505 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high on the premises

Property Description: Morris Subdivision, # 2, Lot 22, a/k/a 2510 E. Oakbrook Drive A+B as shown by deed book 2988 page 0026

Type of Nuisance: Growth of weeds in excess of twelve inches high and a derelict, unlicensed and inoperable teal Chevrolet pickup truck, a derelict, unlicensed and inoperable black 4-door Hyundai vehicle, and a derelict, unlicensed and inoperable maroon 2-door vehicle on the premises

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: Stephanie Browning,

Director, Columbia/Boone
County Department of
Public Health

INSERTION DATE: July 10, 2015.



- 6313
- Events
- Email log
- Reminders
- Workrequests

Call Information

Call ID: 6313 Status: Open Entity: City of Columbia
Description: Duplexes on Oakbrook

Comments

junk cars, trash. Haley Titus 217 509 6820 Please call.

Call Details

Call type: CE-County Nuisance
Entry date/time: 06/16/2015 14:22:36
Entry user ID: Niles, Michelle M Health
Origin:
Work group: Environmental Health

Contact Information

Q Contact ID: 154830
Contact name: Undefined
Q From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health E

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

- Print
- Cancel
- Exit
- Refresh
- Toggle Inform...
- Contact Inquiry



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Room 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254

Parcel 12-415-20-02-018.00 01

Property Location 2510 E OAKBROOK DR A+B

City **BOONE COUNTY (L1)** Road **COMMON ROAD DISTRICT (CO)** School **COLUMBIA (C1)**
 Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **R & L INVESTMENT HOLDINGS LLC**
 Address **242 CORNWALL DR**
 City, State Zip **WELDON SPRINGS, MO 63304**

Subdivision Plat Book/Page

Section/Township/Range **20 49 12**

Legal Description **MORRIS 2 (SUR 388-740)
 LOT 22**

Lot Size **115.10 x 140.00**

Deed Book/Page

2988 0026

2755 0076

2617 0067

2585 0084

Current Appraised

Current Assessed

Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RV	3,100	0	3,100	RV	589	0	589
Totals	3,100	0	3,100	Totals	589	0	589

Most Recent Tax Bill(s)

Copyright © 2015 Boone County, Missouri. All rights reserved.
 This Web application was developed by [Boone County](#).

Boone County, Missouri
Unofficial Document



Recorded in Boone County, Missouri

Date and Time 07/21/2006 at 09:30:52 AM

Instrument # 2006020023 Book 2988 Page 26

Grantor FRUEND, LEWIS B

Grantee R & L INVESTMENT HOLDINGS LLC

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



(Space above reserved for Recorder of Deeds Certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this 12th day of, JULY, 2006, by and between
Lewis B Freund and Carol Freund, husband and wife

Grantor(s),

of the County of Saint Charles, State of Missouri party of the first part, and
R & L Investment Holdings, LLC

Grantee(s),

Grantee(s) address: 242 Cornwall Drive Weldon Springs, MO 63304
of the County of Saint Charles, State of Missouri party of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Saint Charles and the State of Missouri, to-wit.

Lot Twenty-Two (22) and Lot Nine (9) of MORRIS SUBDIVISION NUMBER TWO (2) as shown by a survey recorded in Book 388, Page 740, Records of Boone County, Missouri, and being a part of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Forty-Nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Unofficial Document

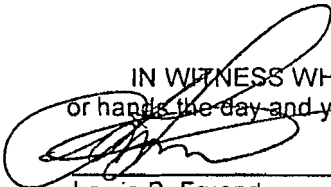
BOONE COUNTY MO JUL 21 2006

Subject to building lines, conditions, restrictions, easements and zoning regulations of record if any

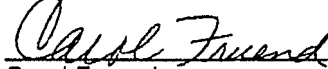
TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year above written



Lewis B Freund



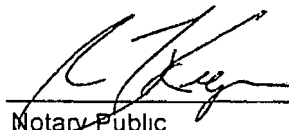
Carol Freund

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this 12 day of JULY, 2006, before me personally appeared:
Lewis B Freund and Carol Freund, husband and wife

to me known to be the person or persons described in and who executed the same as their
free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written



Notary Public

My Commission Expires
1/28/07



JOHN T KEEGAN
St. Charles County
My Commission Expires
January 28, 2007

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

11th

day of

August

20

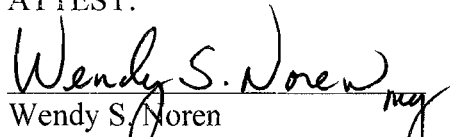
15


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 attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 2601 E. Oakbrook Drive A+B, parcel #12-415-20-02-008.00 01

Done this 11th day of August, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

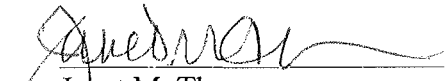

 Daniel K. Atwill

Presiding Commissioner



Karen M. Miller

District I Commissioner


 Janet M. Thompson

District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	August Session
2601 E. Oakbrook Drive,	)	July Adjourned
A+B	)	Term 2015
Columbia, MO 65202	)	Commission Order No. <u>347-2015</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 11th day of August 2015, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a derelict, unlicensed and inoperable tan 4-door vehicle, a derelict, unlicensed and inoperable blue 4-door vehicles and a derelict, unlicensed and inoperable maroon 4-door vehicle on the premises.
4. The location of the public nuisance is as follows: 2601 E. Oakbrook Drive, A+B, a/k/a parcel# 12-415-20-02-008.00 01, Section 20, Township 49, Range 12 as shown in deed book 2138 page 0806, Boone County.
5. The specific violation of the Code is: a derelict, unlicensed and inoperable tan 4-door vehicle, a derelict, unlicensed and inoperable blue 4-door vehicles and a derelict, unlicensed and inoperable maroon 4-door vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10th day of July to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

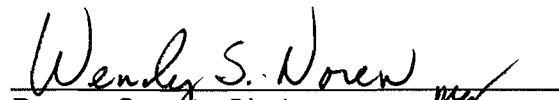
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



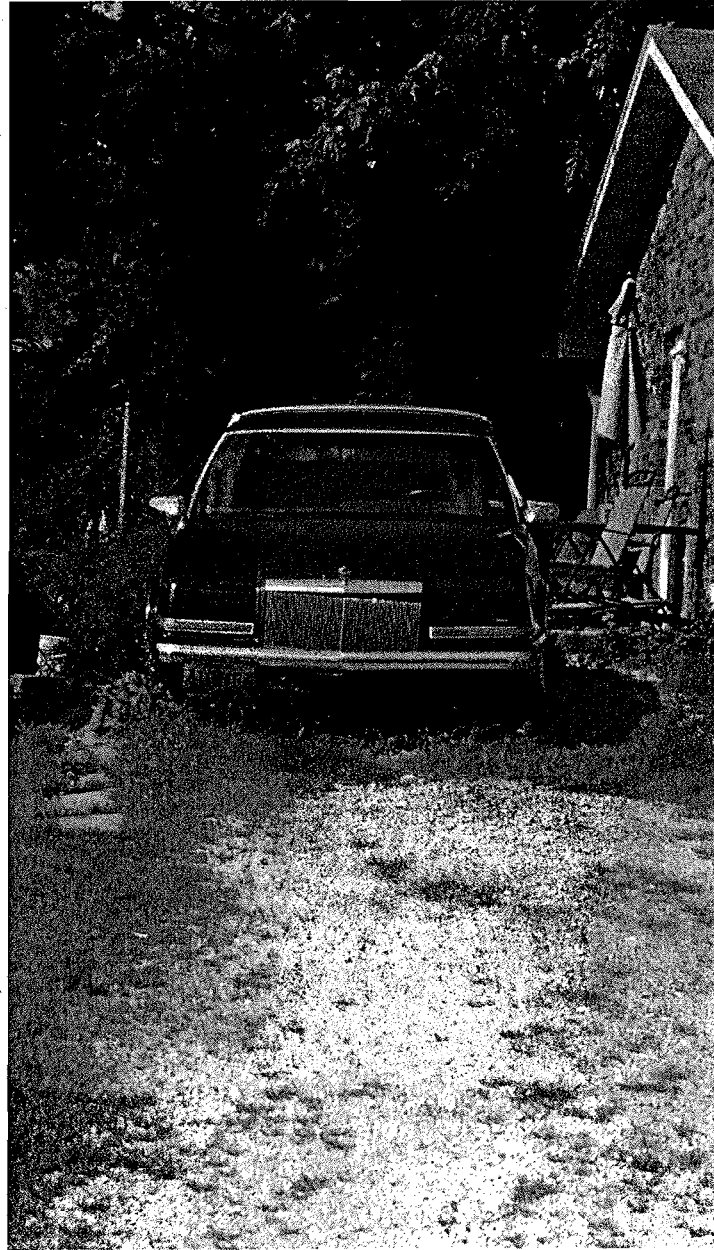
Presiding Commissioner

ATTEST:



Boone County Clerk

Photographs taken 7/27/15 @ ~ 3:45 pm
2601 E. Oakbrook Drive A+B

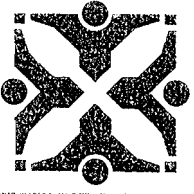


Photographs taken 7/27/15 @ ~ 3:45 pm
2601 E. Oakbrook Drive A+B



Tammy and Samuel Thomas
2601 E. Oakbrook Drive
Health Department nuisance notice - timeline

- 06/16/15: citizen complaint received
- 06/17/15: initial inspection conducted
- 06/18/15: notice of violation sent to owner and lien holder via certified mail, return receipt requested – owner never signed for notice
- 07/10/15: notice posted in newspaper
- 07/27/15: reinspection conducted –violation not abated - photographs taken
- 07/31/15: hearing notice sent to owner



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Tammy and Samuel Thomas
2103 Lovejoy Lane
Columbia, MO 65202-1724

An inspection of the property you own located at 2601 E. Oakbrook Drive A+B (parcel # 12-415-20-02-008.00 01) was conducted on June 17, 2015 and revealed a derelict, unlicensed and inoperable tan 4-door vehicle, a derelict, unlicensed and inoperable blue 4-door vehicle and a derelict, unlicensed and inoperable 4-door maroon vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 11, 2015 at 9:30 a.m. in the County Commission conference room at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kristine Vellema
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 31st day of July 2015 by KV.

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
 County of Boone)

I, Candra Galiley, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion _____ July 10, 2015
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

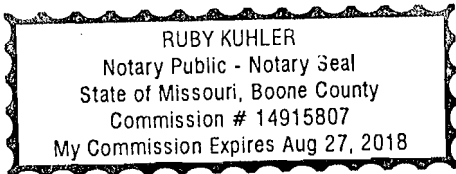
\$66.52

Printer's Fee

By: Candra Galiley
 Candra Galiley

Subscribed & sworn to before me this 3 day of August, 2015

 Notary Public



NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Tammy and Samuel Thomas
 2103 Lovejoy Lane
 Columbia, MO 65202-1724

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Morris Subdivision, # 2, Lot 12, a/k/a 2601 E. Oakbrook Drive A+B as shown by deed book 2138 page 0806

Type of Nuisance: A derelict, unlicensed and inoperable tan 4-door vehicle, a derelict, unlicensed and inoperable blue 4-door vehicle, and a derelict, unlicensed and inoperable maroon 4-door vehicle on the premises

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: Stephanie Browning,

Director, Columbia/Boone County Department of Public Health

INSERTION DATE: July 10, 2015.



6313

- Events
- Email log
- Reminders
- Work requests

Call Information

Call ID: 6313 Status: Open Entity: City of Columbia
Description: Duplexes on Oakbrook
Comments
junk cars, trash. Haley Titus 217 508 6820 Please call.

Call Details

Call type: CE-County Nuisance
Entry date/time: 06/16/2015 14:22:36
Entry user ID: Niles, Michelle M Health
Origin:
Work group: Environmental Health

Contact Information

Contact ID: 154830
Contact name: Undefined
From phone: (573) 555-5555
Customer:
Location:
Service:

Call Assignment/Notification

Contact notification: Call back
Notification date:
Email updates: No
Notification user:
Forward to user: Vellema, Kristine - Health E

Close Information

Close date/time: 00:00:00
Close user:
Elapsed time:
Action taken:

Print

Cancel

Exit

Refresh

Toggle Inform...

Contact Inquiry

Boone County, Missouri
Unofficial Document

806



Recorded in Boone County, Missouri

Date and Time: 02/26/2003 at 08:55:55 AM

Instrument #: 2003007175 Book: 02138 Page: 0806

First Grantor THOMPSON, SUSAN E

First Grantee THOMAS, TAMMY

Instrument Type WD

Recording Fee. \$28.00



Bettie Johnson
Bettie Johnson, Recorder of Deeds

GENERAL WARRANTY DEED

THIS DEED. Made and entered into this 25th day of February, 2003, by and between SUSAN E. THOMPSON, A SINGLE PERSON AND SURVIVING SPOUSE OF GEORGE ALAN THOMPSON, DECEASED

party or parties of the first part of BOONE County, State of Missouri, Grantor(s) and TAMMY THOMAS AND SAMUEL THOMAS, HUSBAND AND WIFE

party or parties of the second part of BOONE County, State of Missouri, Grantee(s).

Grantee's Mailing Address is 2601 OAKBROOK DR. COLUMBIA, MO 65202

WITNESSETH. that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM. unto the said party or parties of the second part the following described Real Estate, situated in the County of BOONE, State of Missouri, to-wit:

LOT TWELVE (12) OF MORRIS SUBDIVISION #2 AS SHOWN BY A SURVEY RECORDED IN BOOK 388, PAGE 740, RECORDS OF BOONE COUNTY, MISSOURI, BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 49 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges, and appurtenances thereunto belonging unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed.

BOOGWD

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
Unofficial Document

807

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.



SUSAN E. THOMPSON

STATE OF MISSOURI
COUNTY OF ~~BOONE~~ HOWARD } ss

On this 25th day of February, 2003, before me personally appeared SUSAN E. THOMPSON, A SINGLE PERSON AND SURVIVING SPOUSE OF GEORGE ALAN THOMPSON, DECEASED

to me known to be the person or persons described in and who executed the foregoing instrument. and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in COLUMBIA, Missouri, the day and year first above written

My term expires the _____ day of _____, _____.



signed

Stephanie Jennings

(SEAL)

STEPHANIE JENNINGS
Notary Public - Notary Seal
State of Missouri
County of Howard
My Commission Expires Oct. 30, 2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

August

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 27-10JUN14 – Child Advocacy Services/Heart of Missouri CASA.

The terms of this amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One – Child Advocacy Services.

Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
Karen M. Miller

District I Commissioner

Janet M. Thompson
Janet M. Thompson

District II Commissioner

**CONTRACT AMENDMENT NUMBER ONE
AGREEMENT FOR
CHILD ADVOCACY SERVICES**

The Agreement **27-10JUN14** dated December 30, 2014 made by and between Boone County, Missouri and **Heart of Missouri CASA** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

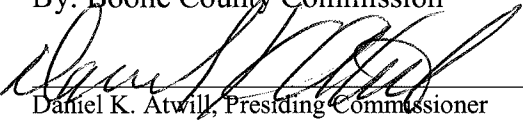
1. The BCCSB agrees to purchase up to 1,125 additional units of child advocacy services from CASA, not to exceed additional compensation of \$28,120.00, and extends the agreement through June 30, 2016. The Contract Documents shall additionally consist of the Application for Contingency Funding submitted by Heart of Missouri CASA dated May 27, 2015. CASA agrees to submit an additional mid-year/interim report by July 30, 2016 for the extended time period of the agreement from January 1, 2016 through June 30, 2016.
2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Heart of Missouri CASA

Boone County, Missouri

By: 
Signature

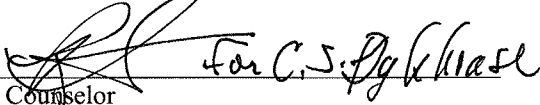
By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

By: Anna Drake, Executive Director
Printed Name/ Title

By: Boone County Children's Services Board
Les Wagner, Board Chair

APPROVED AS TO FORM:

ATTEST:


County Counselor


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June Pitchford by jg 7/31/2015
Signature Date

2161/71106/\$28,120.00

Appropriation Account



July 29, 2015

P.O. Box 10028
Columbia, MO 65205
(573) 442-4670
heartofmissouricasa.com

Melinda Bobbit
Boone County Purchasing
613 E Ash St, Room 109
Columbia MO 65201

Anna Drake
Executive Director

RE: Amendment #1 to Contract 27-10JUN14 – Child Advocacy Services

Board of Directors

Dear Melinda:

Traci Kennedy
President

Enclosed please find two executed original amendments to the above referenced contract.

Candace Iveson
Past President

Mark Kennedy
Treasurer

Sincerely,

Patricia Carter
Secretary

Kat Cunningham
Cari Edwards Sr.
Maurice Harris
Michael Holder
JoLynn Miller
Jorgen Schlemmer
Janice Smith
Kelsey Thall

Anna Drake
Executive Director

Member of
National CASA Association
Missouri CASA Association

Funded by
13th Judicial Circuit Court
Heart of Missouri United Way
Callaway County United Way
Boone County Childrens
Services Board
City of Columbia

Our mission is to train and support volunteers to be exceptional voices for every abused and neglected child in Boone and Callaway county family courts.

EIN: 20-2408567

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone } ea.

In the County Commission of said county, on the

11th

day of

August

20

15

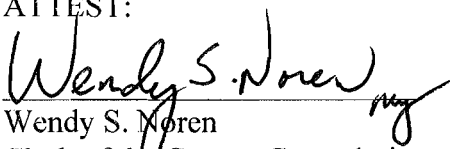
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Public Works to purchase MoDOT facilities located at Hwy. 63 & Hwy. 124 and related expenses for the operations.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	91800	PW-Maintenance	Land		118,760
2040	91200	PW-Maintenance	Buildings & Improvements		377,545
2040	91300	PW-Maintenance	Machinery & Equipment		73,000
2040	48000	PW-Maintenance	Telephones		150
2040	48002	PW-Maintenance	Data Communications		10,000
2040	48200	PW-Maintenance	Electricity		1,600
2040	48300	PW-Maintenance	Water		260
2040	48400	PW-Maintenance	Solid Waste		260
2040	48700	PW-Maintenance	LP Gas		1,200
2040	71004	PW-Maintenance	Property Insurance		1,000
2040	71100	PW-Maintenance	Outside Services		5,500
2040	86850	PW-Maintenance	Contingency		13,000
					602,275

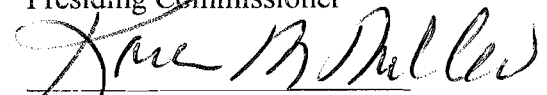
Done this 11th day of August, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT
RECEIVED**

7/21/15

EFFECTIVE DATE

JUL 27 2015

FOR AUDITORS USE


(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

BOONE COUNTY AUDITOR

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	91800	PW-Maintenance	Land		118,760
2040	91200	PW-Maintenance	Buildings & Improvements		377,545
2040	91300	PW-Maintenance	Machinery & Equipment		73,000
2040	48000	PW-Maintenance	Telephones		150
2040	48002	PW-Maintenance	Data Communications		10,000
2040	48200	PW-Maintenance	Electricity		1,600
2040	48300	PW-Maintenance	Water		260
2040	48400	PW-Maintenance	Solid Waste		260
2040	48700	PW-Maintenance	LP Gas		1,200
2040	71004	PW-Maintenance	Property Insurance		1,000
2040	71100	PW-Maintenance	Outside Services		5,500
2040	86850	PW-Maintenance	Contingency		13,000
					602,275

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Establish budget to purchase MoDOT facilities located at Hwy 63 & Hwy 124 and related expenses for the operations.

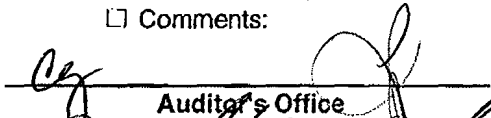

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

N/A A schedule of previously processed Budget Revisions/Amendments is attached

A fund-solvency schedule is attached.

Comments:


Auditor's Office

Agenda


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Budget Amendment Coding for MoDOT Facility Purchase

		Dept	Account	
Land - Parcel #1	\$68,760.00	2040	91800	} \$118,760.00
Land - Parcel #2	\$50,000.00	2040	91800	
Building A w/office	\$165,620.00	2040	91200	} \$377,545.00
Building B	\$165,620.00	2040	91200	
Title Insurance	\$1,255.00	2040	91200	
Recording Fees	\$50.00	2040	91200	
Salt Storage Building	\$45,000.00	2040	91200	} \$73,000.00
Time Keeping System	\$1,000.00	2040	91300	
Fuel System	\$72,000.00	2040	91300	
Telephone	\$150.00	2040	48000	
Computer Connectivity	\$10,000.00	2040	48002	
Electric	\$1,600.00	2040	48200	
Water	\$260.00	2040	48300	
Trash Pick Up	\$260.00	2040	48400	
Propane	\$1,200.00	2040	48700	
Insurance	\$1,000.00	2040	71004	
DNR Inspection Fees	\$5,500.00	2040	71100	
Security Costs	\$13,000.00	2040	86850	
	<u>\$602,275.00</u>			

CCO FORM: RW22
Approved: 4/96 (RMH)
Revised: 01/15 (AR)
Modified:

ROUTE 124
COUNTY Boone
JOB NO. Hallsville Maint. Site
FEDERAL NO.
PARCEL NO.
EXCESS NO. CD-0814

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and Boone County, Missouri, by and through its County Commission (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of Boone, State of Missouri, the general location of which is as follows:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 13 WEST, IN BOONE COUNTY, MISSOURI BEING A PORTION OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 1543 AT PAGE 436 OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET RIGHT OF MISSOURI HIGHWAY 124 CENTERLINE STATION 17+00.1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY; THENCE LEAVING SAID RIGHT-OF-WAY S 0° 21' 58" E, 637.60 FEET; THENCE S 89° 40' 30" W, 1250.51 FEET; THENCE N 0° 50' 02" E, 203.81 FEET; THENCE N 89° 09' 58" W, 367.90 FEET TO A POINT 30 FEET RIGHT OF THE 1931 U.S. HIGHWAY 63 CENTERLINE STATION 593+91.2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY; THENCE WITH SAID RIGHT-OF-WAY N 6° 15' 32" E, 126.80 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF P.C. STATION 595+18; THENCE CONTINUING WITH SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 603.0 FEET AND AN ARC LENGTH OF 247.5 FEET, THE LONG CHORD BEARS N 5° 29' 24" W, 245.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MISSOURI HIGHWAY 124, BEING 100 FEET RIGHT OF STATION 0+78.1 OF THE 1931 PLANS OR 14+20 OF THE NEW PLANS; THENCE WITH SAID SOUTHERLY RIGHT-OF-WAY S 89° 09' 58" E, 480.00 FEET TO A POINT 100 FEET RIGHT OF STATION 5+58.1 OF THE 1931 PLANS OR 19+00 OF THE NEW PLANS; THENCE CONTINUING WITH SAID RIGHT-OF-WAY N 55° 52' 40" E, 122.09 FEET TO A POINT 30 FEET RIGHT OF STATION 6+58.1 OF THE 1931 PLANS OR 20+00 OF THE NEW PLANS; THENCE CONTINUING WITH SAID RIGHT-OF-WAY S 89° 09' 58" E, 157.72 FEET TO A POINT 30 FEET RIGHT OF STATION 8+17.8 OF THE 1931 PLANS;

conveyance if there are utilities on the property.

(4) SURVEY: The Seller will cause the property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Purchaser.

(5) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

Purchaser agrees to complete and execute the "Application for Transfer of Operating Permit" to transfer the sewage lagoon operating permit. Upon receipt of the completed and executed "Application for Transfer of Operating Permit" the seller will submit the application to Missouri Department of Natural Resources.

(6) INSPECTION/REVIEW PERIOD; RIGHT TO DECLINE TITLE: The Purchaser shall have the following rights to inspect the Property:

(A) Purchaser Review / Inspection and Termination Right: Purchaser shall have 30 days from effective date of this Agreement ("Purchaser's Inspection Period") to inspect and review the Commission Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the Property as Purchaser deems necessary, including asbestos and lead paint inspections of the Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Purchaser shall take all the EPA required precautions while conducting the environmental inspections.

(B) If during Purchaser's Inspection Period Purchaser is not satisfied with the results of any tests, studies or inspections, then Purchaser, in its sole and absolute discretion, may choose to decline taking title to the Property by giving written notice to the Commission of such decision on or before the date of the expiration of Purchaser's Inspection Period. Purchaser's action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Purchaser fails to provide the written notice provided for herein before expiration of Purchaser's Inspection Period, then the right of Purchaser to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

(C) Access to the Property. Purchaser shall have the right to access the Property during Purchaser's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice, and Purchaser shall take all the necessary EPA mandated precautions while conducting the tests and inspections, and ensure it does not materially interfere with the Commission's business. The Commission shall not impede the investigation unreasonably. Purchaser shall indemnify and hold the Commission harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Property, injury to persons, and

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the day of _____, 20_____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _____

(Title)

PURCHASER:

By: _____

Address: _____

Telephone: _____

Date: _____

Improvements: \$400,000 Total

Land	11.46 Acres	\$6,000.00	\$68,760.00
	Sq		
Building A w/Office	7,550 Footage		\$165,620.00
	Sq		
Building B	7,550 Footage		\$165,620.00

Excess Land:	8.6 Acres	\$5,813.95	<u>\$50,000</u>
			<u>\$450,000.00</u>

Additional Notes Concerning MoDOT Facility Purchase

1. **Insurance Costs** – Anticipate increase in costs. If the old site is sold that savings would offset the increase.
2. **Utility Costs** – With day to day activities being directed out of this facility there would be new utility costs.
3. **Security Costs** – The County is currently working on a county-wide security project. If this facility is to be included additional costs would be incurred.
4. **Timekeeping system** – There will be a need for a timekeeping system at the new facility. Public Works staff is researching a new system currently and feels the new site can be included at minimal cost.
5. **Computer Connectivity** – The County will need to install a means of connectivity for the supervisor who will operate out of this facility.
6. **Fuel System** – Public Works staff does not anticipate that this will be a County-wide fueling station. There is currently an above ground fuel tank. This will need to be increased in size for the anticipated scope of work to be directed out of the facility and it will need to be equipped to work with the current fuel system used by the other county fuel stations.
7. **Salt Storage** – To utilize this facility to its full potential Public Works would erect a salt storage building.
8. **Mechanic/Parts** – The new facility will allow for repairs at the location, but it is not anticipated that parts, machinery, etc will be needed. The repairs will be routine in nature and not require a large parts inventory.
9. **Lot** - Public Works staff anticipates that the lot will need to be chip sealed in the next few years.
10. **Title Insurance**
11. **Deed Recording Fees** – Record special warranty deed
12. **DNR Inspections** – Required inspections of on-site lagoon.

Insurance costs	\$1,000.00
Utility Costs	\$3,470.00
Security Costs	\$13,000.00
Time keeping system	\$1,000.00
Computer connectivity	\$10,000.00
Fuel System	\$72,000.00
Salt Storage	\$45,000.00
Mechanic/Parts	N/A for 2015
Lot	N/A for 2015
Title Insurance	\$1,255.00
Deed Recording Fees	\$50.00
DNR Inspections	\$5,500.00
	\$152,275.00

Hallsville Electric

Run Date: 04/14/15

Vendor Customer Name	Accept Date	Org	PVQ QTY	Amount
BOONE ELECTRIC COOPERATIVE	4/24/14	7D26	294	\$47.45
	4/24/14		2,876	\$259.82
	5/29/14		184	\$37.29
	5/29/14		2,113	\$200.96
	6/25/14		243	\$42.74
	6/25/14		2,819	\$255.41
	7/24/14		210	\$39.70
	7/24/14		2,908	\$262.29
	8/26/14		813	\$93.45
	8/26/14		2,990	\$268.61
	9/29/14		1,246	\$129.48
	9/29/14		3,749	\$327.15
	10/27/14		1,223	\$127.58
	10/27/14		2,751	\$250.18
	11/26/14		1,699	\$167.19
	11/26/14		3,020	\$270.92
	12/30/14		1,310	\$134.81
	12/30/14		3,499	\$307.87
	1/23/15		1,505	\$151.04
	1/23/15		3,861	\$1.00
2/26/15	1,236	\$128.65		
2/26/15	2,717	\$1.00		
			43,266	\$3,504.59

Page 1

$3504.59 / 11 = 318.60$ monthly avg
 $318.60 \times 5 = 1593.00$ for remainder of 2015
 $^9 1600$ for BA

Hallsville Water

Vendor Customer Name	Accept Date	Org	PVQ QTY	Amount	
PUBLIC WATER SUPPLY DISTRICT 1	4/9/14	7D26	7,100	\$74.35	
	5/12/14		2,800	\$50.34	
	6/11/14		4,500	\$59.83	
	7/11/14		900	\$39.73	
	8/14/14		2,200	\$46.99	
	9/12/14		2,000	\$45.88	
	10/17/14		2,100	\$46.43	
	11/20/14		1,300	\$41.97	
	12/4/14		4,200	\$58.16	
	1/9/15		6,800	\$72.67	
	2/10/15		2,500	\$48.67	
	3/12/15		600	\$38.06	
	4/9/15		200	\$35.83	
				37,200	\$658.91

Page 1

$658.91 / 13 = 50.69 / \text{month}$
 $50.69 \times 5 = 253.45$ for remainder of 2015
 $\$260$ for BA

Hallsville Propane

Vendor Customer Name	Accept Date	Org	PVQ QTY	Amount	Line Description
MFA OIL CO-COLUMBIA	9/24/14	7D26	0	\$415.12	15 PROPANE
	1/8/15		0	\$1,477.42	PROPANE
	Organization 7D26 Total			\$1,892.54	
MFA OIL CO-COLUMBIA	4/11/14	7D26	0	\$770.40	PROPANE
	Organization 7D26 Total			\$770.40	
TIGER ICE CO	7/9/14	7D26	0	\$47.50	14 PROPANE
	Organization 7D26 Total			\$47.50	
Report Total				\$2,710.44	

Page 1

$$2710.44 / 12 = 225.87 / \text{month}$$

$$225.87 \times 5 = 1129.35 \text{ for remainder of 2015}$$

\$ 1,200.00 for BA

From: Greg Edington
To: Caryn Ginter
CC: Chet Dunn
Date: 7/20/2015 11:08 AM
Subject: Re: MoDOT facility purchase

Caryn:

Trash pickup will be around \$52/month. As discussed a single line phone bundled to the Internet package should be around \$30/month.

Thanks,
Greg

>>> Caryn Ginter 7/20/2015 10:51 AM >>>

That will work. Will we have additional telephone expense? Greg mentioned trash pickup as well. I've confirmed the computer connectivity amount with Aron Gish.

>>> Chet Dunn 7/20/2015 10:45 AM >>>

Here is what they sent us...let us know if you need more than this

>>> Caryn Ginter 7/20/2015 10:43 AM >>>

Hi Chet & Greg,

I'm working on the coding for the budget amendment and need a breakout of the \$3,450 for utilities. We have separate accounts for electricity, water, solid waste, telephone, etc, so it would be helpful to have it broken out.

We were shooting to get this on Thursday's agenda, but there is no commission meeting this Thursday so it will be on the agenda Tuesday 7/28. I'll need the utility breakout before I can complete the form to send to you for signature. Then I have a few other steps I have to do before routing it to June, so the sooner you can get the breakout to me the better. Mike (County Clerk) has to post it 24 hours before the meeting so I have to have it to him by 8:30AM on 7/27.

Thanks,
Caryn

Caryn Ginter - Re: New MoDOT Building computer connectivity cost

From: Aron Gish
To: Caryn Ginter
Date: 7/17/2015 2:27 PM
Subject: Re: New MoDOT Building computer connectivity cost
Attachments: Bid for MoDOT Site Hwy 124.pdf

Caryn,

At this point Bluebird is the only vendor who has been able to give us an estimate for a connection to that area. We have a request out standing with a couple other vendors, however Bluebird is the one currently servicing the location for MoDOT.

I would recommend we "budget" 100M connection @ \$2,000 monthly. I've attached the options we have with Bluebird for reference. We may have other options, however it will take us going out to bid or working at the site for testing before we know for sure. This service we know is on site now and would be a possible option.

Thanks,
Aron

>>> Caryn Ginter 7/14/2015 4:11 PM >>>

Hi Aron,

I need to touch base with you on the estimated costs for computer connectivity at the MoDOT building that is being purchased by the County. The listing of costs Chet provided has \$2,250, but in phone conversations it was noted that the cost may be higher. It is my understanding that they have been discussing various options with you. We are working on putting the budget amendment together and I wanted to get your thoughts on the amount to use for this item.

Thanks,
Caryn

7/16/2015



Boone County Commission

Boone County Government Center
801 E. Walnut, Rm 333
Columbia, MO 65201-7732

Customer Location		Service Type and Speed	1year Monthly Recurring Charge (MRC)	3 year Monthly Recurring Charge	5 year Monthly Recurring Charge (MRC)	Install Fees
Boone County	MoDot Building Hwy 124	20M Dedicate symmetrical internet	\$1,275	\$825	\$780	\$0
	MoDot Building Hwy 124	50M Dedicate symmetrical internet	\$1,500	\$975	\$930	\$0
	MoDot Building Hwy 124	100M Dedicate symmetrical internet	\$2,000	\$1,500	\$1,375	\$0
	MoDot Building Hwy 124	1Gig Dedicate symmetrical internet	\$3,000	\$2,500	\$2,200	\$0
		# of IP Addresses	\$0	\$0	\$0	\$0
		Total				\$0

Notes:

SUBJECT TO: Bluebird Network's TERMS & CONDITIONS AND AVAILABILITY AT THE TIME THE ORDER IS PLACED. Quote is valid for 45 days; Please refer to the quote number when placing an order. Subject to Bluebird Network's standard policies, terms & conditions (unless overridden by a Master Service Agreement), and capacity availability at the time the order is placed, as determined solely by Bluebird Network. The rates, terms, and conditions in this document are not legally binding upon Bluebird unless the customer submits an offer that is accepted by Bluebird and the parties execute a written contract setting forth the rates, terms, and conditions under which Bluebird agrees to provide such services. **This price quote is confidential and may not be shared without the written consent of**

Bluebird Network IP Address Pricing

Block Size	Usable IP addresses	Price/mo.
/30	1	\$0
/29	5	\$25
/28	13	\$40
/27	29	\$50

Requires completion of ARIN IP justification for /29 or greater

\$2,000 x 5 = \$10,000 for remainder of 2015 + BA

Customer: Boone County
 Public Works
 Project: New
 Maintenance
 Shed Fueling
 Equipment
 Quote #: 20151083
 Job #:

Attachment "A" - Material Schedule

QTY	SEC#	PART#	MFG	DESCRIPTION
Misc. Parts List				
1	0	x	hall	12k/4k double wall flame shield
1	0	x	fuelmaster	frnu with data logger, quick stop, prokees, wireless kit
2	0	0-89404-22427-4	fillrite fr300vn	20 gpm pump 115ac
2	2308	x	opw	pulser
1	0	6211R-302B2LD	opw	30 gallon remote spill container
Hanging Hardware				
1	3480	11BP-0400	OPW	New 3/4" NPT Gasoline Nozzle, 11BP, Black
1	1928	7H-0100	OPW	New 1" Diesel Nozzle, 7H, Green
1	3652	C720 3/4	CATLOW	3/4" MxF Twister Swivel
1	7545	45-5075	OPW	1" Premium Hose Swivel
1	1651	124421	IRPCO	3/4" x 12' Steelflex Pump Hose
1	1641	105141	IRPCO	1" x 12' Softwall Pump Hose
1	6528	CTM75	CATLOW	3/4" Cam Twist Magnetic Breakaway
1	3793	CTM100	CATLOW	1" Cam Twist Magnetic Breakaway
1	2646	124021FL	IRPCO	3/4" x 8" Whip Hose
1	1306	123041FL	IRPCO	1" x 10" Standard Whip Hose
Aboveground Storage Tank Parts				
1	1196	4620	HUSKY	2" P/V Vent Slip-on w/3" W.C.
1	1864	23-0033	OPW	2" Aluminum Tank Vent
2	2934	61FSTOP-1000	OPW	Ast Overfill Valve Npt
2	6330	691--1000 1V	MORRISON	Ball Valve - Full Port - Forged Brass
2	1972	20V	P.T. CPLG	2" Alum. Dust Cap
2	1779	178--0300 AC	MORRISON	Fill Cap-Brass Body Iron Cap
2	6417	818--0100 AG	MORRISON	Clock Gauge W/Standard Float
Misc.				
10	0	MISC	NEC	Misc. Steel Pipe-Fittings
5	0	MISC	NEC	Misc. Electrical Supplies
2	0	MISC	NEC	Misc. Island Set Mtl's
42	2327	MISC	GRINNELL	2" Steel Pipe Galv. Plain End
12	2356	MISC	GRINNELL	2" 90 Elbow Galv.

601 E. BROADWAY, STE 102
COLUMBIA, MO 65201
TAX ID # 43-1571833



PHONE (573) 442-0139

FAX (573) 442-6078

INVOICE

File Number 1510042

To: For Sale By Owner

Seller: State of Missouri, acting by and through the Missouri Highways and Transportation Commission

Buyer: The County of Boone, a political subdivision of the State of Missouri

Property: 950 E. Hwy. 124 Hallsville, MO 65255

Closing Date:

Closer Karen R. Brown

Underwriter: First American

Invoice Date: 7/2/2015

Invoice#: 75429

Description	Amount
Owner's Policy	\$1,155.00
Basic Owner Risk Rate \$298.00	
Owner's Title Service Charge \$857.00	
Total	\$1,155.00

Thank you!

Boone-Central Title Company
601 East Broadway
Columbia, MO 65201
Agent for
First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Commitment Date: **June 30, 2015, 8:00 am**
Issue Date: **July 02, 2015,**

2. Policy (or Policies) to be issued: POLICY AMOUNT
 - (a) ALTA OWNER'S POLICY - (6-17-06) **\$450,000.00**
Proposed Insured: **The County of Boone, a political subdivision of the State of Missouri**

 - (b) ALTA LOAN POLICY - (6-17-06)
Proposed Insured: **, its successors and assigns as defined in Paragraph 1(e) of the Conditions and Stipulations of the Policy**

 - (c) Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **State of Missouri, acting by and through the Missouri Highways and Transportation Commission**

4. The land referred to in the Commitment is described as follows:

A tract of land containing 21.06 acres, more or less, located in the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Fifty (50) North, Range Thirteen (13) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, as shown and described by the survey recorded May 2, 2000 as Document No. 8339 in Book 1617, Page 429, Records of Boone County, Missouri. EXCEPTING therefrom 1.00 acre, more or less, as shown and described by the survey recorded August 23, 2010 as Instrument No. 2010017073 in Book 3684, Page 174, Records of Boone County, Missouri.

land or who will make a loan on the land. We may then make additional requirements or exceptions.

Reservation of an undivided one-half (1/2) interest in all oil, gas and other minerals and leases thereof as shown by instrument dated November 13, 1942 and recorded in Book 229, Page 627, Records of Boone County, Missouri.

Transmission line easement granted to Central Electric Power Cooperative by instrument dated April 5, 1951 and recorded in Book 259, Page 618, Records of Boone County, Missouri.

Terms and provisions of an instrument entitled "Oil and Gas and Gas Storage Lease" dated June 17, 1958 and recorded in Book 289, Page 213, Records of Boone County, Missouri.

Water line easement granted to Public Water Supply District No. 7 by instrument dated May 4, 1993 and recorded in Book 985, Page 688, Records of Boone County, Missouri.

Rights granted to the State of Missouri, acting by and through the Missouri Highway and Transportation Commission, by instrument dated May 13, 1993 and recorded in Book 993, Page 229, Records of Boone County, Missouri.

Water line easement granted to Public Water Supply District No. 7 by instrument dated August 9, 1993 and recorded in Book 1008, Page 533, Records of Boone County, Missouri.

Access and utility easement granted to Boone County Regional Sewer District by instrument dated December 14, 2010 and recorded in Book 3757, Page 203, Records of Boone County, Missouri.

Note: For information purposes only, we submit the following tax figures. We assume no liability for correctness of same.

Taxes for the year 2014 Tax Amount \$0.00. (Currently tax exempt)

Tax Assessment Number: 06-602-13-00-015.01

**Property Address
950 E. Hwy. 124
Hallsville, MO 65255**



History...Commitment...Excellence

601 East Broadway, Suite 102
Columbia, Missouri 65201
573-442-0139
1-866-298-3269
573-442-6078 FAX
www.boone-central.com

BOONE-CENTRAL TITLE COMPANY
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Boone-Central Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ 1,435,135	1,423,000	1,448,000	1,470,000
Assessments	-	-	-	-
Sales Taxes	14,232,938	14,500,000	14,572,000	14,975,000
Franchise Taxes	-	-	-	-
Licenses and Permits	11,539	11,600	-	-
Intergovernmental	1,237,751	1,465,800	1,215,679	1,215,800
Charges for Services	341,568	257,400	6,600	6,600
Fines and Forfeitures	-	-	-	-
Interest	50,275	35,405	33,602	33,605
Hospital Lease	-	-	-	-
Other	37,978	19,350	-	-
Total Revenues	17,347,184	17,712,555	17,275,881	17,701,005
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	197,171	225,250	-	-
Total Other Financing Sources	197,171	225,250	-	-
Fund Balance Used for Operations	-	2,055,360	-	-
TOTAL FINANCIAL SOURCES	\$ 17,544,355	19,993,165	17,275,881	17,701,005
 FINANCIAL USES:				
Expenditures				
Personal Services	\$ 3,899,826	4,463,079	4,291,479	4,146,457
Materials & Supplies	2,189,615	2,236,711	-	-
Dues Travel & Training	25,902	51,279	-	-
Utilities	88,821	123,929	-	-
Vehicle Expense	737,503	845,921	-	-
Equip & Bldg Maintenance	316,085	310,937	-	-
Contractual Services	8,009,181	9,033,923	-	3,321,905
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	250,000	-	-
Other	(596,053)	547,949	-	27,000
Fixed Asset Additions	830,564	2,129,437	-	-
Total Expenditures	15,501,444	19,993,165	4,291,479	7,495,362
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 15,501,444	19,993,165	4,291,479	7,495,362
 FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 9,093,841	10,676,028	10,676,028	23,660,430
Less encumbrances, beginning of year	(944,861)	(944,861)	(944,861)	(944,861)
Add encumbrances, end of year	484,137	944,861	944,861	369,861
Fund Balance Increase (Decrease) resulting from operations	2,042,911	(2,055,360)	12,984,402	10,205,643
FUND BALANCE (GAAP), end of year	10,676,028	8,620,668	23,660,430	33,291,073
Less: FUND BALANCE UNAVAILABLE FOR				
APPROPRIATION, end of year	(1,009,572)	(484,137)	(484,137)	(484,137)
NET FUND BALANCE, end of year	\$ 9,666,456	8,136,531	23,176,293	32,806,936
 Net Fund Balance as a percent of expenditures	 62.36%	 40.70%	 540.05%	 437.70%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 11th day of August 20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Karen L. Sapp in the amount of \$78,220.14, as recommended by the County Treasurer.

Done this 11th day of August, 2015

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Karen M. Miller
Karen M. Miller
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

DRAFT Commission Order:

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the 2014 tax sale surplus relating to parcel **Parcel 22-400-18-00-003.03**:

Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Karen L. Sapp**. **Karen L. Sapp** has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, a copy of the Deed recorded at Book 3628, Page 10, Boone County Records, and other supporting documentation filed by **Karen L. Sapp** are made a part of this record. The application to the County Treasurer for the surplus funds is timely.

The County Treasurer, based upon the documents presented to her office and made a part of the record before the Commission, is satisfied that **Karen L. Sapp** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$78,220.14**, and recommends the Commission approve the same.

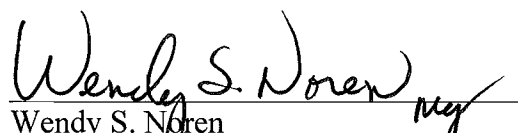
NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Karen L. Sapp** in the amount of **\$78,220.14** via check payable to **Karen L. Sapp** in that amount.


Done this 11th day of August, 2015.


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Janet M. Thompson
District II Commissioner



KAY R. MURRAY
BOONE COUNTY TREASURER

SURPLUS CLAIM
NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$78220.14 resulting from the tax certificate sale conducted by the Boone County Collector on 8/25/14. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
- The Boone County Treasurer processes surplus claims without charge
- Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
- The claim may not be approved as submitted, and additional information might be requested

Property: Parcel: 22-400-18-00-003.03

Parcel Address: e Hwy AB

Legal Description: Deded 108.82 Acres Tract in N1/2 of Sec 18 T47N R12W being part of the tract as desc by WE Book /Page 1615/878 * further desc as: Beg at NE cor of Sur rec Book/Page 1633-643; thence along N line of said Sur, S90°00'00"W, 573.54' to NW cor of said Sur; thence along W line of said Sur, S00°44'50"W, 1298.19' to a point on the S line of said deed, thence along the lines of said deed for the remaining calls: S88°45'10"W, 2029.71'; thence N00°20'10"W, 956.67'; thence S89°32'15"E, 431.78'; thence S79°30'00"E, 641.83'; thence N68°09'00"E, 80.22'; thence N07°30'00"E, 495.50'; thence N90°00'00"E, 795.0'; thence N00°49'20"E, 1361.06'; thence S89°59'50"E, 627.49'; thence N89°35'30"E, 1314.61'; thence S01°16'45"W, 1299.27'; thence S89°08'55"W, 1303.34'; thence S00°44'50"W, 51.95' to POB

Current mailing address:

1015 I-70 DE Northwest
COLUMBIA MO 65202

Street
City

Social Security Number:

Driver's License/State ID Number:

Daytime Telephone Number(s):

Signature

[Handwritten Signature]

State of MISSOURI
County of Boone

On this 24 day of June 2015, before me, the undersigned notary public, personally appeared Karen L Sharp known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

[Handwritten Signature]
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.

BOONE COUNTY GOVERNMENT CENTER

801 EAST WALNUT STREET, ROOM 205

COLUMBIA, MISSOURI 65201

(573) 886-4365

FAX (573) 886-4369

TREASURER@BOONECOUNTYMO.ORG

WWW.SHOWMEBOONE.COM/TREASURER

CHRISTINA M. JOHNSON
Notary Public - Notary Seal

State of Missouri

County of Boone

My Commission Expires February 12, 2018
Commission # 14580100

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

11th

day of August

20 15

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Resource Management to use previously reserved funds for the Scott Blvd. Phase III project.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2049	84200	PW-Administration	Other Contracts		500,000

Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

COPY

**ROAD IMPROVEMENT AGREEMENT
Scott Boulevard Phase III Project**

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri, herein “Boone County” and the **City of Columbia**, a political subdivision of the State of Missouri, herein “City”.

WHEREAS, County and City desire to cooperate with each other on the improvement of certain roadways over which both County and City have certain maintenance obligations; and

WHEREAS, the parties had previously entered into agreements relating to the development for Waco Road (one agreement approved in Commission Order 19-2009 and another agreement approved in Commission Order 172-2010) which were terminated on December 2, 2014, without payment due the project not being undertaken; and

WHEREAS, the parties have an agreement relating to the completion of the Rustic Road Bridge project (approved in Commission Order 66-2013) which contemplated the parties cost-sharing on that project along with the Missouri Department of Transportation (in an agreement approved in Commission Order 450-2012); and

WHEREAS, cost-sharing on the Rustic Road Bridge project exceeded the original, anticipated contribution from the City of \$75,000, and County has applied funds from the cancelled Waco Road contracts to the City’s cost-share contributions to the Rustic Road Bridge project; and

WHEREAS, there remains \$500,000 of funds available for a mutually beneficial, public road project; and

5. AUTHORITY: The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement effective as of the date of the last party and execute the same.

Executed by City of Columbia this ____ day of _____, 2015.

Executed by Boone County this ____ day of _____, 2015.

CITY OF COLUMBIA

BOONE COUNTY

Mike Matthes, City Manager

Daniel K. Atwill, Presiding Comm.

ATTEST:

ATTEST:

Sheela Amin, City Clerk

Wendy S. Noren, County Clerk

Director of Finance Certification:
I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

Boone County Auditor Certification:
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

John Blattel, Director of Finance Date

June E. Pitchford, County Auditor Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy Thompson, City Attorney

C.J. Dykhouse, County Counselor

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2014 Actual	2015 Budget	2015 Estimated	2016 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ 1,435,135	1,423,000	-	-
Assessments	-	-	-	-
Sales Taxes	14,232,938	14,500,000	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	11,539	11,600	-	-
Intergovernmental	1,237,751	1,465,800	-	-
Charges for Services	341,568	257,400	-	-
Fines and Forfeitures	-	-	-	-
Interest	50,275	35,405	-	-
Hospital Lease	-	-	-	-
Other	37,978	19,350	-	-
Total Revenues	17,347,184	17,712,555	-	-
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	197,171	225,250	-	-
Total Other Financing Sources	197,171	225,250	-	-
Fund Balance Used for Operations	-	1,453,085	4,291,479	4,146,457
TOTAL FINANCIAL SOURCES	\$ 17,544,355	19,390,890	4,291,479	4,146,457
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 3,899,826	4,463,079	4,291,479	4,146,457
Materials & Supplies	2,189,615	2,236,711	-	-
Dues Travel & Training	25,902	51,279	-	-
Utilities	88,821	110,459	-	-
Vehicle Expense	737,503	845,921	-	-
Equip & Bldg Maintenance	316,085	310,937	-	-
Contractual Services	8,009,181	9,027,423	-	-
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	250,000	-	-
Other	(596,053)	534,949	-	-
Fixed Asset Additions	830,564	1,560,132	-	-
Total Expenditures	15,501,444	19,390,890	4,291,479	4,146,457
Other Financing Uses				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	-
TOTAL FINANCIAL USES	\$ 15,501,444	19,390,890	4,291,479	4,146,457
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 9,093,841	10,676,028	10,676,028	6,384,549
Less encumbrances, beginning of year	(944,861)	(944,861)	(944,861)	(944,861)
Add encumbrances, end of year	484,137	944,861	944,861	369,861
Fund Balance Increase (Decrease) resulting from operations	2,042,911	(1,453,085)	(4,291,479)	(4,146,457)
FUND BALANCE (GAAP), end of year	10,676,028	9,222,943	6,384,549	1,663,092
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year				
	(1,009,572)	(484,137)	(484,137)	(484,137)
NET FUND BALANCE, end of year	\$ 9,666,456	8,738,806	5,900,412	1,178,955
Net Fund Balance as a percent of expenditures	62.36%	45.07%	137.49%	28.43%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of August

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and AECOM Technical Services, Inc. for engineering, surveying and other professional services.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreement.

Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11th day of August, 2015, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and AECOM Technical Services, Inc (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2015 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2015. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

AECOM TECHNICAL SERVICES, INC

By Sean J. Devay

Title Vice President

Dated: 7/23/2015

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 8-11-15

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

Wendy S. Noren *May*
County Clerk

APPROVED:

[Signature]
Director, Boone County Resource Management

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Jane E. Titchford 7/31/15
Auditor by of Date

No Encumbrance Required

Boone County

Schedule of URS Corporation Hourly Labor Billing Rates

Senior Project Manager	\$193
Senior Engineer	\$170
Engineer 2	\$125
Engineer 1	\$116
Planner	\$122
Engineer/Technician	\$ 98
Admin	\$ 75

Rates are good through December 31, 2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

August

20

15

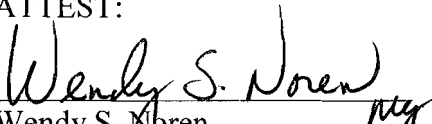
the following, among other proceedings, were had, viz:

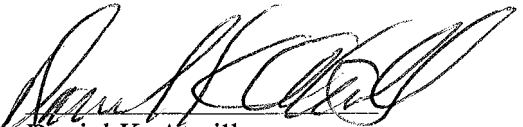
Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for the 13th Judicial Circuit to increase revenue and expenditures for funding received to be used for the Youth Day Proclamation.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimburse Grant		119
1243	23050	Judicial Grants	Other Supplies		119

Done this 11th day of August, 2015.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

District I Commissioner



Janet M. Thompson

District II Commissioner

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

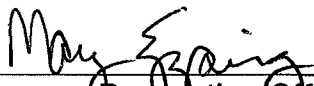
7/13/15

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	2	4	3	0	3	4	5	1	Judicial Grants	State Reimb. - Grant		\$119
1	2	4	3	2	3	0	5	0	Judicial Grants	Other Supplies		\$119

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To increase revenue and expenditures for funding received from the DMC Contractual Funds from Missouri Juvenile Justice Association. These funds are to be used for the Youth Day Proclamation which will be held on 8/8/15.**



 Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments: *MJJA Grant*



 Auditor's Office

Agenda



 PRESIDING COMMISSIONER



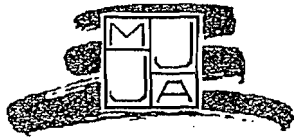
 DISTRICT I COMMISSIONER



 DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.



MISSOURI JUVENILE JUSTICE ASSOCIATION

Promoting justice for children, youth and families

Board of Directors

President
Beverly Newman
Harrisonville

Vice President
Jordan Land
West Plains

Secretary
Courtney Pulley
Columbia

Treasurer
Douglas E. Abrams
Columbia

Board Members

Denny Atherton
Kansas City

Paula Cunningham
Jefferson City

Katie Duvall
Waynesville

Christine Fahy
St. Louis City

Paula Fleming
Columbia

Jeff Osburg
St. Louis County

Frances Reddington
Warrensburg

Brian Valentine
Holts Summit

Jim Wallis
St. Louis County

Carolyn Whitehorn
St. Louis City

Marty Yust
Neosho

Ex Officio
Tammy Walden
Camdenton

MJJA Office

Executive Director
Marcia Hazelhorst

DMC Coordinator
Seth Bauman

Administrative Assistant
Lisa M. Davis

July 9 2015

Ruth McCluskey
Chief Juvenile Officer
13th Judicial Circuit
705 E. Walnut
Columbia, Missouri 65201

Dear Ruth:

I have reviewed your DMC contractual funding application. I am pleased to award you funds in the amount of \$119.00 for recreational activity equipment. We are not able to use Title II funds for food and beverages, and we removed your request for funds to print brochures as per your email request to do so. You may only use funds as awarded. All changes to your proposal must be approved in advance of any expenditures, etc.

Upon completion of your program, please submit an invoice with all receipts and proof of payment to me by no later than September 30, 2015. All invoices should be sent to me at the following address:

Marcia Hazelhorst
Missouri Juvenile Justice Association
PO Box 1332
Jefferson City, Missouri 65102

Sincerely,

Marcia Hazelhorst
Director



Fw: DMC Contractual Funds Award
Cindy L. Garrett to: Diana Vaughan

07/13/2015 09:01 AM

Trying again, sorry about that.

Cindy Garrett
Deputy Court Administrator
13th Circuit Court
705 East Walnut
Columbia MO 65201
573-886-4059
573-886-4070 (fax)

E-mail address: Cindy.L.Garrett@courts.mo.gov

----- Forwarded by Cindy L. Garrett/13/Courts/Judicial on 07/13/2015 09:01 AM -----

From: Ruth McCluskey/13/Courts/Judicial
To: Courtney Pulley/13/Courts/Judicial@judicial, Cindy L. Garrett/13/Courts/Judicial@judicial, Mary Epping/13/Courts/Judicial@judicial
Date: 07/10/2015 05:18 PM
Subject: Fwd: DMC Contractual Funds Award

Sent from my iPhone

Begin forwarded message:

From: "Seth Bauman" <seth@mjja.org>
Date: July 10, 2015 at 12:08:20 PM EDT
To: ruth.mccluskey@courts.mo.gov
Cc: Cindy.L.Garrett@courts.mo.gov
Subject: **DMC Contractual Funds Award**
Reply-To: seth@mjja.org

Good Morning,

I am pleased to inform you that your Grant Proposal for the Youth Day Proclamation has been approved with adjustments to your food and beverage and pamphlet expense requests. Attached is the formal notice of your proposal acceptance. Please see attached document in regards to the specifics of the approved funding.

In addition to your application request MJJA would like to donate \$100 towards your food and beverage expenses.

Have a great weekend!

Thanks,

Seth Bauman
DMC State Coordinator
MO Juvenile Justice Association
P O Box 1332
Jefferson City, MO 65102
Tel: (573) 616-1058
www.mjja.org



image002.png



image003.png

“Promoting justice for children, youth and families”



Youth Day Proposal Award.pdf

THE STATE OF MISSOURI
COUNTY OF BOONE

CONTRACT NO. 354-2015

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND COUNTY
OF BOONE, MISSOURI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2015 LOCAL SOLICITATION**

This Agreement is made and entered into this 11th day of August, 2015, by and between The **COUNTY of BOONE**, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the **CITY of COLUMBIA**, acting by and through its City Manager, hereinafter referred to as CITY, both of Boone County, State of Missouri.

WHEREAS, both parties are empowered to enter into cooperative agreements for the purposes herein stated pursuant to Section 70.220 RSMo; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the parties anticipate a total allocation under this grant in the amount of \$38,139.00 hereinafter referred to as JAG funds, to COUNTY; and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of Sixty Percent (60%) of JAG funds received herein, or an anticipated \$22,883.40 of JAG funds. COUNTY is the Applicant / Fiscal Agent for the joint funds.

Section 2.

COUNTY agrees to use a total of Forty Percent (40%) of JAG funds received herein for approved program(s), or an anticipated \$15,255.60 of JAG funds.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.


Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

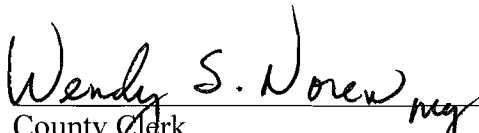
BOONE COUNTY, MISSOURI

Through Its County Commission

By:


Daniel K. Atwill, Presiding Commissioner

ATTEST:

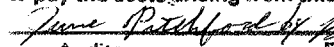

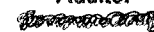

County Clerk

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor


CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

 June Patchford by  05/03/2015
Auditor Date


354-2015

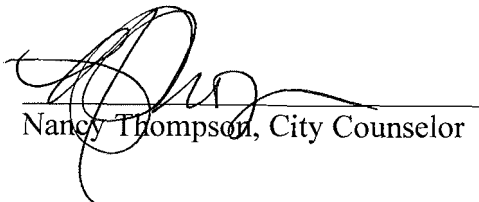
CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

022530
Ordinance Record
Filed in Clerk's Office

Introduced by McDavid
First Reading 7-6-15 Second Reading 7-20-15
Ordinance No. 022530 Council Bill No. B 202-15

AN ORDINANCE

authorizing an intergovernmental agreement with the County of Boone relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the allocation of FY 2015 funding; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental agreement with the County of Boone relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the allocation of FY 2015 funding. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 20th day of July, 2015.

ATTEST:

[Signature]
City Clerk

[Signature]
Acting Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of August

20 15

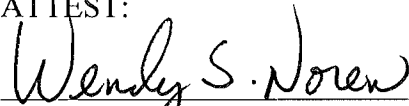
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Sheriff's Department to move funds from Corrections to Maintenance to replace an unacceptable camera in a large housing unit of the jail.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1255	37200	Corrections	Seminars/Conf/Meeting	1,476	
1256	92300	Sheriff/Corrections HK/Maintenance	Repl. Machine & Equipment		1,248
1256	92302	Sheriff/Corrections HK/Maintenance	Repl. Computer Software		228
				1,476	1,476

Done this 11th day of August, 2015.

ATTEST:

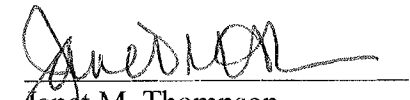

 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill

Presiding Commissioner


 Karen M. Miller

District I Commissioner


 Janet M. Thompson

District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

8/3/15
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1255	37200	Corrections	Seminars/Conf/Meefing	1,476	
1256	92300	Sheriff/Corr HK/Maint	Repl Machinery & Equip		1,248
1256	92302	Sheriff/Corr HK/Maint	Repl Computer Software		228
				1,476	1,476

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Budget revision to move funds from 1255 (Corrections) to (1256) Maintenance to replace unacceptable camera in a large housing unit of the jail.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO
If not, please explain (use an attachment if necessary):

Requesting Official _____

TO BE COMPLETED BY AUDITOR'S OFFICE

- ~~NEW~~ A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
 - Comments: *Purchase Camera for Jail*

Auditor's Office

PRESIDING COMMISSIONER

Agenda

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

Jason Gibson - BR for Jail camera

From: Leasa Quick
To: Jason Gibson
Date: 8/3/2015 1:49 PM
Subject: BR for Jail camera
Attachments: Scanned image from MX-M503N

We have a favorable budget variance in 1255 class 3. Due to staffing issues no one attended ILEETA or the Jail and Prisoner legal issues training.

Below is from Chad in reference to the camera:

During the attempted escape a couple weeks ago the Sheriff was trying to view the situation live on the camera system and was upset at the unacceptable quality of video in that large of a housing unit (this is one area that has not been upgraded yet). He was unable to tell what was going on and it got worse when he tried to zoom in. He asked me to find a video solution that captures a large area and purchase it now rather than waiting for the next round of replacements in 2016.

Chad would like to go to commission on Thursday August 6th, if you can get this to Mike.

Thanks!



"High Definition Evidence"
 4492 Hunt St.
 Pryor, OK 74362
 OK License #245765

ph 918.691-4126
 fx 800.705.2280
thagen@digisss.com
Tom Hagen

Boone County Surveillance System
 Includes equipment only; No installation: 1 each 9W Multi sensor camera and 1 each Enterprise license.
CONTRACT CW15012

Total \$1,475.80
 DATE 7/20/2015
 Reference Boone County Surveillance System
 Contact Chad Martin
 Phone 573/876-6101
 E-mail cmartin@boonecountymmo.org

ITEM	DESCRIPTION	MSRP	Boone Cost	Qty	MSRP EXT	Boone Ext. Cost	Boone Savings
Boone County - Surveillance Camera Replacement							
9W-H3-3MH-DO1	9W Multi sensor camera, WDR Day/Night Vandal Dome	\$ 1,835.00	\$1,248.00	1.00	\$ 1,835.00	\$1,248.00	\$587.00
1C-HD-NVMS-ENT	Enterprise HD NVMS for 1 Camera Channels & Unlimited Viewing Clients	\$ 335.00	\$227.20	1.00	\$ 335.00	\$227.20	\$107.20
					\$ 2,170.00	\$1,475.80	\$ 694.20
					MSRP Total	Boone total	Boone Savings

Accepted Payments: PO / Company Check, Visa, MasterCard, American Express, Discover

QUOTE \$1,475.80

DATE 7/20/2015

Payment Terms: Total due On Invoice Receipt

Payable to: Digi Surveillance Systems
 4492 Hunt St.
 Pryor, OK 74362



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

11th

day of

August

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to recognize the unanticipated revenue of \$521,825 received from the City of Columbia, a return of Airport Subsidy Guarantee contract payment, plus interest, and to establish a budget of \$11,000 to be used for costs needed to support the work of the Central Missouri Events Center Review Board Committee. The remaining amount of the revenue, approximately \$510,000, will be set-aside in reserved fund balance in the General Fund for one or more non-recurring expenditures or projects to be determined by the Commission at a future date.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1190	3826	Non-Departmental	Prior Year Cost Repayment		521,825
1121	23000	County Commission	Office Supplies		500
1121	23001	County Commission	Printing		500
1121	37220	County Commission	Travel		4,500
1121	37235	County Commission	Meals & Lodging		1,000
1121	71101	County Commission	Professional Services		2,500
1121	83100	County Commission	Awards		500
1121	84010	County Commission	Receptions/Meetings		500
1121	84300	County Commission	Advertising		1,000
					532,825

Done this 11th of August, 2015.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

**BOONE COUNTY, MISSOURI
REQUEST FOR BUDGET AMENDMENT**

RECEIVED

7/17/15

EFFECTIVE DATE

JUL 20 2015

FOR AUDITORS USE

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	BOONE COUNTY AUDITOR	
				Transfer From Decrease	Transfer To Increase
1190	3826	Non-Departmental	Prior Year Cost Repayment		521,825
1121	23000	County Commission	Office Supplies		500
1121	23001	County Commission	Printing		500
1121	37220	County Commission	Travel		4,500
1121	37235	County Commission	Meals & Lodging		1,000
1121	71101	County Commission	Professional Services		2,500
1121	83100	County Commission	Awards		500
1121	84010	County Commission	Receptions/Meetings		500
1121	84300	County Commission	Advertising		1,000
				-	532,825

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

To recognize the unanticipated revenue of \$521,825 received from the City of Columbia (return of Airport Subsidy Guarantee contract payment, plus interest) and to establish a budget of \$11,000 to be used for costs needed to support the work of the Central Missouri Events Center Review Board Committee. The remaining amount of the revenue (\$510,000, rounded) will be set-aside in reserved fund balance in the General Fund (by way of separate commission order) for one or more non-recurring expenditures or projects, to be determined by the Commission at a future date.


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

A schedule of previously processed Budget Revisions/Amendments is attached

A fund-solvency schedule is attached.

Comments: TO RECOGNIZE REV + EST BUD

Routing: AGENDA

HA
Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

Account	Account Number	Description of use	Amount
Office Supplies	23000	Possible purchase of binders or other organizational needs	\$500
Printing	23001	Printing of color and/or large scale documents	\$500
Travel	37220	Rental of vehicle for up to 10 people to travel out of town to see other similar venues, gas, etc	\$4,500
Meals & Lodging	37235	Lunch cost for out-of-town day trips	\$1,000
Professional Services	71101	Employment of consultant regarding various aspects of potential venue use	\$2,500
Awards	83100	Purchase of 2 Boone County Fair tickets per committee member as recognition for their service; possible other similar recognition items	\$500
Receptions/Meetings	84010	Lunch/refreshments for meetings	\$500
Advertising	84300	Potential advertising for "town hall" type events in local newspapers	\$1,000
Total			\$11,000

THIS MULTITONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

CITY OF COLUMBIA, MISSOURI
P.O. BOX 6015, COLUMBIA, MO 65205

U.S. Bank
1000 E. Broadway
Columbia, MO 65201
(314) 781-0100

CHECK NO. 480199

DATE 06/24/2015

CHECK AMOUNT \$*****521,824.71

PAY FIVE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED TWENTY FOUR AND 71/100 DOLLARS *****
TO THE ORDER OF

BOONE COUNTY

John Blattet
Director of Finance

Void after 1 year

⑈0480199⑈ ⑆081000210⑆ 152307767524⑈



CITY OF COLUMBIA, MISSOURI
P.O. BOX 6015, COLUMBIA, MO 65205

DATE	CHECK NO
06/24/2015	480199

VENDOR NO. 7559

DATE	INVOICE NUMBER	TYPE	DESCRIPTION	FND:DPDV	NET
06/22/2015	15AIRDEPOSIT		AIR SERVICE DEPOSIT	54 0000	521,824.71
RECEIVED: JUN 25 2015 TREASURER'S OFFICE		<i>Per June Deposit into 1190 / 3826</i>			

THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE.

TOTAL ▶ \$*****521,824.71

Michele Hall - Disposition of Airport Subsidy monies returned to County

From: June Pitchford
To: Michele Hall
Date: 7/17/2015 12:59 PM
Subject: Disposition of Airport Subsidy monies returned to County
CC: Caryn Ginter; Heather Acton; Jason Gibson
Attachments: Draft Commission Order \$510,000.docx; Budget Amendment \$11,000 (Michele Hall).xlsx; Check from City.docx

Michele:

As you may recall, the County entered into an airport revenue guarantee contract with the City of Columbia in 2012, making a \$500,000 payment to the City (#1510-84200). The monies were not needed and have now been returned to the County, with interest, as per the contract (\$521,824.71; #1190-3926). I met with the Commission this morning to discuss their intentions regarding these funds. The following direction was provided:

1. \$11,000 will be appropriated within the Commission Office Operating Budget (Dept. #1121) this year to support the work of the Central Missouri Events Center Review Board Committee. The \$11,000 will need to be allocated to the proper accounts (travel, meetings, supplies, etc...) based on anticipated needs and the Committee's work plan. The Commission told me that you are providing staff support to Dan regarding this project and that you would follow-up with him to determine how the \$11,000 should be budgeted. **After you and Dan determine how to allocate the \$11,000 please complete the attached Budget Amendment Form, obtain Dan's signature as the Requesting Official, attach documentation describing/explaining the spending plan along with a copy of the check (attached below), and forward to our office. You can attach a copy of this e-mail as well. Our office will review/approve the Budget Amendment and forward it to Mike for scheduling on the Commission agenda. I don't know if the Commission will expect someone to attend the commission meeting to "present and explain" the budget request; if so, that person would probably be you :-)**
2. The balance of the funds (\$510,000, rounded) will be "set aside and reserved" within the General Fund for purposes to be determined by the Commission at a future date. This will be accomplished by way of Commission Order; see draft Commission Order language attached below. **Please review the draft language with the Commission and forward the final language to Mike for scheduling on the commission agenda. You may want to request that he schedule it in conjunction with the first reading of the Budget Amendment, since they are related.**

I think I've covered all the bases; let me know if you have any questions.

Thanks,
June

Jason-- you will need to prepare a J/E to set aside and reserve the \$510,000 after the Commission Order is approved. Please make a note on your calendar to follow-up on this.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

In the County Commission of said county, on the 11th day of August 20 15

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

Now on this day the County Commission of the County of Boone does hereby direct that \$510,000 of the \$521,824.71 received from the City of Columbia on June 26, 2015 be deposited into the County's General Revenue Fund to be set-aside and reserved for one or more future non-recurring expenditures, to be determined by the County Commission at a future date. The \$521,824.71 received from the City of Columbia represents a return of the County's original \$500,000 airport revenue guarantee payment, with interest, which was paid to the City of Columbia pursuant to the 2012 Airport Revenue Guarantee contract.

Done this 11th day of August, 2015

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission *my*

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

11th

day of

August

20 15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Voices for September 23, 2015 from 7:10 p.m. to 8:50 p.m.

Done this 11th day of August, 2015.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Voices
Address: c/o Kim Trabue, PWA, 15 S. 10th St
City: Columbia State: MO ZIP Code: 65201
Phone: 573-449-2683 Website: www.PWArchitects.com
Individual Requesting Use: Kim Trabue Position in Organization: Events Chair
Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: "Breakfast for the Brain"
Description of Use (ex. Speaker, meeting, reception): speaker Susan Moore, "What's Up, State of Missouri?"
Date(s) of Use: Wednesday, September 23, 2015
Start Time of Setup: 7:10 am AM/PM Start Time of Event: 7:30 am AM/PM
End Time of Event: 8:30 am AM/PM End Time of Cleanup: 8:50 am AM/PM

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: *Kim Trabue* Events Chair
Phone Number: 573-449-2683 Date of Application: 8/6/15
Email Address: ktrabue@pwarchitects.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

Wendy S. Noren
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 8-11-15

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

11th

day of

August

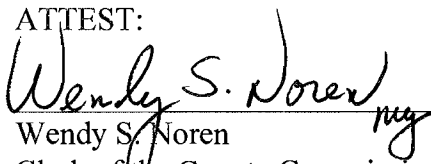
20 15

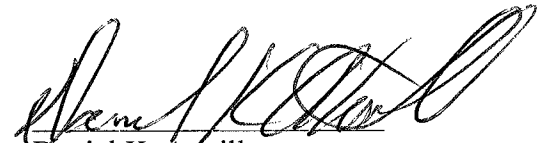
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the legal opinion of B. Daniel Simon dated July 22, 2015. A copy of that opinion, with exhibits, is attached hereto, and the County Commission incorporates the same herein. Based on said legal opinion, the County Commission orders the relocation of the Desert Storm Memorial, with the ichthus exposed, from the Boone County courthouse plaza to the Columbia Cemetery Association at the earliest time that is mutually convenient. The Commission further orders that a replacement Memorial consistent with the Commission's monument/display policies shall be purchased and installed that will recognize Boone County veterans from Operation Desert Storm and other, later military actions, and which will specifically honor veterans who gave their lives in service to their country whose families have given permission to the County for the display of their names.

Done this 11th day of August, 2015

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Karen M. Miller

District I Commissioner


Janet M. Thompson

District II Commissioner

BROWN WILLBRAND, P.C.

ATTORNEYS AT LAW

601 EAST BROADWAY, SUITE 203
P.O. BOX 1304
COLUMBIA, MISSOURI
65205-1304

TELEPHONE (573) 442-3181

E. M. BROWN (1926-1990)
H. C. WILLBRAND
B. DANIEL SIMON
JAMES M. POWELL

FACSIMILE (573) 874-3796

MARJORIE M. LEWIS
KAREN E. HAJICEK
R. CALEB COLBERT
EMAIL: bdsimon@brownwillbrand.com

July 22, 2015

Boone County Commission
Attn: Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Janet M. Thompson, District II Commissioner
Boone County Government Center
801 East Walnut
Columbia, MO 65201

Re: Opinion as to propriety of a continued placement on County Courthouse Grounds of the Operation Desert Storm Memorial ("the Monument"), with the location thereon of the ichthys or ichthus symbol, which currently appears thereon

Dear Commissioners:

We have been asked to provide you with a legal opinion, and legal advice, which addresses the following question:

QUESTION/ISSUE

Should the County Commission of Boone County, Missouri continue to allow the location and placement on the grounds of the Boone County Courthouse (and for the maintenance by the County of) of a memorial (hereinafter referred to as "the Memorial") sometimes referred to as the "Operation Desert Storm Memorial," a copy of a photograph of which is attached to this letter as **Exhibit A** and is incorporated into this letter by reference, and which contains thereon the language and words which appear thereon, as shown on **Exhibit A**, and which displays, at the bottom thereof, a fish symbol, which is known as an "ichthys" or "ichthus" symbol?

OPINION AND ADVICE

Based upon our understanding of the facts, and upon our review of relevant federal and state constitutional provisions and the appellate court decisions which have construed and applied the

relevant federal and Missouri provisions (all as more fully discussed below), our opinion and advice are as follows:

1. Opinion. If this matter is presented to a court of competent jurisdiction, in a properly tried lawsuit, it is more likely than not that such court will come to the conclusion that the continued location and maintenance of the Memorial, on the grounds of the Boone County Courthouse, with the Memorial being kept in its current form, containing the ichthys symbol (hereinafter "the Symbol"), represents and constitutes, or can reasonably be construed by citizens who view the Memorial, as being a governmental endorsement of the Christian faith, as opposed to other religious faiths or as opposed to those who "have no faith at all," and that, therefore, the Memorial, in its current form, would be found by such court to violate the requirement of religious neutrality as imposed by federal courts, which have construed the so-called "Establishment Clause" of the First Amendment of the Constitution of the United States, and to be a breach of Missouri's traditional "high wall" between church and state as announced by Missouri courts which have, in very limited appellate court decisions, construed and enforced the provisions of Article I, Section 7, and Article IX, Section 8, of the Constitution of the State of Missouri.

2. Advice. The Commission should either alter the Memorial to remove the Symbol or, at its expense, move the Memorial to a non-public land location.

NATURE OF OPINION

While we strongly believe our opinion to be an accurate one, and we strongly believe our advice given to the Commission to be the appropriate advice, we recognize that others can assert arguments to the contrary. The case law (both federal and state) dealing with the issue at hand provides no true "bright line" test which can be applied to determine issues relating to the propriety of the Memorial, as placed and maintained on public land. We do not shirk from our belief that our opinion and advice are accurate and appropriate. We will stand by our opinion and advice, and will stand behind them in any judicial arguments. That said, however, we are not judges. We render opinions, but not judicial decisions. We cannot render what is known as a "more probable than not" opinion, which is an opinion that if the matter at hand is presented to a court of competent jurisdiction, in a properly tried lawsuit, the probabilities would be at least 75% that a court would come to a certain conclusion. We can render what is known as a "more likely than not" opinion, which is the opinion we express herein. A more likely than not opinion is one to the effect that, if the matter at hand is presented to a court of competent jurisdiction in a properly tried lawsuit, then there is a 51% or greater certainty that the court will come to the conclusion set forth in paragraph 1 above. It is our opinion that is more likely than not that if the issues at hand are presented to a court of competent jurisdiction, in a properly tried lawsuit, then the court (at trial or appeal) will conclude that this Memorial must be altered to remove the Symbol or that the Memorial must be removed from the courthouse grounds.

SUMMARY OF CONCLUSIONS

An outline of our conclusions, which we believe to be required by an analysis of the Facts, as hereinafter set forth in this letter, and the constitutional provisions (both of the Constitution of the United States and the Constitution of the State of Missouri) and the opinions of the appellate courts which have construed and applied such constitutional provisions (all as set forth in the Discussion portion of this letter, which appears below), is as follows:

1. The decisions of the U.S. Supreme Court, and other appellate court decisions which have construed and applied the so-called "Establishment Clause" of Article I of the Amendments of the federal constitution to public displays of religious icons or symbols, such as the Ten Commandments, have turned on the questions:

a. Does the display satisfy a requirement of governmental religious neutrality, in that it does not demonstrate any favoritism of the government of one religion over another, or religion over irreligion; and

b. Is there a clearly non-religious, non-secular purpose for the display, such as an historical purpose, perhaps an ethical purpose, or perhaps an honoring of historical traditions?

2. The Memorial, as it stands, with the language which appears thereon (as described below in this opinion), and with the ichthys Symbol appearing below such language, does not meet the requirements of such principle of neutrality or the requirement that there be a clear historic or secular purpose for the Memorial, as opposed to a religious or sectarian purpose.

3. Therefore, the Memorial, as it now stands, with the language and Symbol thereon, would, in our opinion, be found to violate the requirements of the Establishment Clause.

4. Missouri has traditionally imposed an even higher wall (that is, higher than the wall imposed by the Establishment Clause) between government and religion, or church and state and, while there are no Missouri appellate court decisions which apply the provisions of the Missouri Constitution (those provisions referred to below) to religious displays, it is our opinion that if the issues related to the Memorial were presented to a Missouri court, such traditionally higher wall would cause the Court to conclude that the Memorial, in its present form, with the present language thereon and the Symbol appearing below such language, violates the constitutional provisions of the Missouri Constitution.

A discussion of our opinion appears below.

STATEMENT OF FACTS

Operation Desert Storm, or the "Persian Gulf War," occurred in 1990-1991. Two Boone County citizens, Patrick Kelly Connor and Steven Paul Farnen, gave their lives in this conflict. In 1992, several private Donors proposed to the County Commission of Boone County that such citizens would pay for the construction of, and the placement on the grounds of the Boone County Courthouse (adjacent to memorials honoring citizens of Boone County who had given their lives in the Civil War, World War I, World War II and the Korean War), the Memorial in question in this opinion, which would honor Patrick Kelly Connor and Steven Paul Farnen. On February 13, 1992, the County Commission adopted an Order of the Commission, approving the construction of this so-called "Desert Storm Memorial," and the placement of that Memorial on the Courthouse lawn "In recognition of the two Boone Countians who gave their lives in the service of our Country and recommend(ing) the Memorial Weekend Salute to Veterans Corporation proceed with plans for the Memorial Day ceremony." Apparently, the Memorial (that Memorial shown on Exhibit A) was constructed and placed on the Courthouse grounds in 1992. It has been in place since 1992. It is located immediately adjacent to, and is a part of a display of memorials, honoring the citizens of Boone County who gave their lives in the Civil War, World War I, World War II and the Korean War, none of which display any religious or sectarian symbols.

At some point in time, and it is believed in 2014, the so-called "Americans United for Separation of Church and State" made a "Public-Records Request," and by the letter containing such request, alerted the Commission to the presence of the Symbol on the Memorial. Members of the Commission candidly concede that they had simply previously missed noticing the Symbol, as it appears on the Memorial. The then-Commission concluded, in 2014, that to observe what the Commission believed to be its required religious neutrality, ordered the placement on the Memorial of a plaque "Dedicated in 1992," which covered and concealed the ichthys Symbol, all as shown on the photograph which is attached to this letter as Exhibit B. Contentions have been made that the Memorial, with the ichthys Symbol thereon, as constructed on the Boone County Courthouse grounds, does not constitute a violation of the so-called "Establishment Clause" of Article I to the First Amendment to the Constitution of United States, and that removing the Symbol constitutes an abridgment of the Freedom of Speech Clause of such First Amendment. These arguments have been primarily asserted by a letter of June 26, 2015, from the "Alliance Defending Freedom" ("ADF") to the Commission and Mr. Charles J. Dykhouse, Boone County Counselor. A copy of that letter is annexed to this letter as Exhibit C, and it may be referred to herein as "the ADF Letter."

We disagree with the conclusions reached in the ADF Letter, and it is our opinion that the continued location of the Memorial, in its current form, on Boone County Courthouse grounds, and the maintenance of such Memorial and its surrounding landscaping, through the use of public funds of Boone County, violates the provisions of both the Establishment Clause of Article I of the First Amendment to the Constitution of the United States and the provisions of Article I, Section 7, and Article IX, Section 8, of the Constitution of the State of Missouri.

A discussion of our opinion appears below.

DISCUSSION

I. Relevant Provisions of Constitution of the United States.

Amendment I, of the Amendments to the United States Constitution (appearing in the so-called "Bill of Rights"), provides as follows:

"Amendment I

"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or the press, or the right of the people peaceably to assemble, and to petition the government for a redress of grievances."

This Amendment I contains the so-called "Establishment Clause," dealing with "establishment of religion," as well as the so-called "Free Speech Clause." The requirements of this Amendment are made applicable to all states by Amendment XIV of the Constitution of the United States.

II. Relevant Missouri Constitution Provisions. Relevant Missouri Constitutional provisions are as follows:

A. Article I of the Missouri Constitution. Article I of the Missouri Constitution provides the following sections on religion:

Section 5. Religious freedom-liberty of conscience and belief-limitations. That all men have a natural and indefeasible right to worship Almighty God according to the dictates of their own conscience; that no human authority can control or interfere with the rights of conscience; that no person shall, on account of his religious persuasion or belief, be rendered ineligible to any public office or trust or profit in this state, be disqualified from testifying or serving as a juror, or be molested in his person or estate; but this section shall not be construed to excuse acts of licentiousness, nor to justify practices inconsistent with the good order, peace or safety of the state, or with the rights of others.

Section 6. Practice and support of religion not compulsory-contracts therefor enforceable. That no person can be compelled to erect, support or attend any place or system of worship, or to maintain or support any priest, minister, preacher or teacher of any sect, church, creed or denomination of religion; but if any person shall

voluntarily make a contract for any such object, he shall be held to the performance of same.

Section 7. Public aid for religion purposes-preferences and discriminations on religious grounds. That no money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect or denomination of religion, or in aid of any priest, preacher, minister or teacher thereof, as such; and that no preference shall be given to nor any discrimination made against any church, sect or creed of religion, or any form of religious faith or worship. [Emphasis added by us]

B. Article IX. Article IX of the Missouri Constitution, which is entitled "Education," and which ostensibly applies to public education, and most of the sections of which seem to clearly deal solely with education, provides in Section 8 as follows:

Section 8. Prohibition of public aid for religious purposes and institutions. Neither the general assembly, nor any county, city, town, township, school district or any other municipal corporation, shall ever make an appropriation or pay from any public fund whatever, anything in aid of any religious creed, church or sectarian purpose, or to help to support or sustain any private or public school, academy, seminary, college, university, or other institution of learning, controlled by any religious creed, church or sectarian denomination whatever; nor shall any grant or donation of personal property or real estate ever be made by the state, or any county, city, town, or other municipal corporation, for any religious creed, church, or sectarian purpose whatever. [Emphasis added by us]

III. Discussion Related to Application of Establishment Clause of US Constitution to Issue at Hand.

We have reviewed, and carefully studied, the ADF Letter, and the conclusions reached therein with respect to the various federal court opinions dealing with the Establishment Clause. We have reviewed the court opinions cited in such ADF Letter. We won't spend too much time discussing all of the cases cited by the ADF, as we generally find their analysis to be sound, as far as it goes. However, we do not believe it goes far enough in analyzing the effects of the Establishment Clause with respect to the questions at hand, as they relate to the Memorial with the ichihys Symbol thereon.

In this respect, we note the ADF's strong reliance on the plurality opinion of the U.S. Supreme Court in *Van Orden v. Perry*, 545 U.S. 677 (2005) [hereafter "*Van Orden*"]. The plurality opinion, which is cited in the ADF Letter, was joined by four justices. Justice Breyer, who agreed with the court's judgment and provided the fifth vote, filed a separate concurring opinion, in which he explicitly rejected the reasoning behind the plurality opinion. See *Van Orden*, *supra* at 704. "When there is no majority opinion in a Supreme Court case, 'the holding of the court may be

viewed as that position taken by those Members who concurred in the judgment on the narrowest grounds.” *United States v. Rubashkin*, 655 F.3d 849, 865 (8th Cir. 2011); see also *Green v. Haskell Cnty. Bd. Of Comm’rs*, 568 F.3d 784, 807 (10th Cir. 2009) (Given that *Van Orden* was decided by a plurality, the separate opinion of Justice Breyer, who supplied the “decisive fifth vote” is controlling under the rule of *Marks v. United States*, 430 U.S. 188, 193.)

In his concurring opinion, Justice Breyer generally agreed with the principles set forth in earlier Supreme Court opinions dealing with the Establishment Clause, to the effect that the government cannot engage in, nor compel religious practices, and that there can be no favoritism among sects or between the religious and the non-religious, and that “government must avoid excessive interference with, or promotion of, religion.” *Id.* at 698-99. Justice Breyer went on to state as follows:

“But the Establishment Clause does not compel the government to purge from the public sphere all that in any way partakes of the religious.”

Id. at 699.

“Absolutism” of that kind, says Justice Breyer, is inconsistent with national traditions and would promote the type of social conflict the clause intends to avoid. *Id.*

So Justice Breyer would agree that the complete purging of religious symbols from public property is not required. So, when are such symbols allowed and when are they not allowed?

Justice Breyer argued that “The Court has found no single mechanical formula that can accurately draw the constitutional line in every case.” *Id.* He concluded that although tests outlined in prior decisions are helpful guideposts, “no exact formula can dictate a resolution to such fact-intensive cases.” *Id.* at 700.

The *Van Orden* court dealt with the placement on the grounds of the Texas State Capitol of a six foot by three foot memorial, depicting the Ten Commandments (along with an eagle grasping the American flag, an eye inside of a pyramid, two small tablets with ancient script, and two Stars of David, with superimposed Greek letters chi and rho, which represent Christ). Such memorial was located on the public property surrounding the Texas state capitol. It was presented to the people of Texas by the Fraternal Order of Eagles and was placed among seventeen monuments and twenty-one historical markers located on the Texas state capitol grounds. The Court concluded that the purpose of the monuments and markers was to commemorate the “people, ideals, and events that compose Texas identity.” Justice Breyer concluded that the case before the *Van Orden* court was “borderline,” *Id.*, and that “[T]o determine the message that the [text of the Ten Commandments] here conveys, we must examine how the text is *used*. And that inquiry requires us to consider the context of the display.” *Id.* at 701. (emphasis in original). Justice Breyer begins his inquiry by noting that the Ten Commandments can display (i) a religious message, and (ii) a secular moral message,

and (iii) an historical message (showing the relation between the Ten Commandment standards and the law). *Id.* He felt that the monument was part of a display that conveyed both a religious and secular message. *Id.* [Note: We believe this to be a highly important, essential conclusion when we look at the Memorial in question in this opinion.] As evidence of that fact, he mentioned that the monument was donated by the Fraternal Order of Eagles “to highlight the Commandments’ role in shaping civic morality as part of that organization’s efforts to combat juvenile delinquency.” *Id.* The tablets “prominently” acknowledge that the Eagles had donated the display, further separating the State from the religious connotations. *Id.* at 701-02. Furthermore, the monument was in a large park with 17 other monuments and 21 historical markers which “illustrate the ‘ideals’ of those who settled in Texas and of those who have lived there since that time.” *Id.* at 702. Justice Breyer also highlights the fact that the monument has been at its location for 40 years without being challenged. *Id.* 702. “Those 40 years suggest that the public visiting the capital grounds has considered the religious aspect of the tablets’ message as part of what is a broader moral historical message reflective of a cultural heritage.” *Id.* at 702-03. Justice Breyer concludes from these facts that “the Texas display – serving a mixed but primarily nonreligious purpose, not primarily ‘advancing’ or ‘inhibiting religion,’ and not creating an ‘excessive government entanglement with religion’ – might satisfy this Court’s more formal Establishment Clause tests.” *Id.* at 703 [and that] To reach a contrary conclusion, based on the religious nature of the Ten Commandment’s text, would “lead the law to exhibit a hostility toward religion that has no place in our Establishment Clause traditions.” *Id.* at 704. [Emphasis added.]

McCreary Cnty., Ky. v. Am. Civil Liberties Union of Ky., 545 U.S. 844, (2005), is the U.S. Supreme Court’s twin decision with *Van Orden*. *McCreary Cnty., Ky. v. Am. Civil Liberties Union of Ky.* (“*McCreary*”) serves as a clear demonstration of the context in which the Court will find the display of a monument (at least of the Ten Commandments) to be a violation of the First Amendment. The *McCreary* decision, again, dealt with copies of the Ten Commandments. The decision deals with two Kentucky counties which posted large copies of the Ten Commandments inside their courthouses. *Id.* at 851. In McCreary County, the Commandments were explicitly intended to be posted in a “high traffic” area. *Id.* The Commandments “were hung in a ceremony presided over by the county Judge–Executive, who called them ‘good rules to live by’ and who recounted the story of an astronaut who became convinced ‘there must be a divine God’ after viewing the Earth from the moon,” and a pastor of the judge’s church attended the ceremony, calling the Commandments “a creed of ethics” and calling the decision to post them as “one of the greatest things the judge could have done to close out the millennium.” *Id.* In both counties, the displays were readily viewable to citizens conducting business inside the courthouses. *Id.* at 852. Within a month of these displays being challenged in court, “the legislative body of each County authorized a second, expanded display, by nearly identical resolutions reciting that the Ten Commandments are ‘the precedent legal code upon which the civil and criminal codes of ... Kentucky are founded,’ and stating several grounds for taking that position.” *Id.* at 852-53. The second display contained eight other smaller documents either having a religious theme or edited to highlight a religious aspect. *Id.* 853-54.

In *McCreary* court's majority opinion, the majority stated, at the outset, an understanding that the "First Amendment mandates governmental neutrality between religion and religion, and between religion and nonreligion." *Id.* at 860 (emphasis added by us, as we believe this to be an important, controlling principle). If the government shows a purpose to favor religion, then it sends a message to nonadherents that they are political outsiders, and to adherents that they are the political insiders. *Id.* The Court refused to accept the proposition that any claim of secular purpose satisfies the "purpose" inquiry: "As we said, the Court often does accept governmental statements of purpose, in keeping with the respect owed in the first instance to such official claims. But in those unusual cases where the claim was an apparent sham, or the secular purpose secondary, the unsurprising results have been findings of no adequate secular object, as against a predominantly religious one." *Id.* at 865.

The Court's majority in *McCreary*, reasoned that the display "set out a text of the Commandments as distinct from any traditionally symbolic representation," and standing alone was "not part of an arguably secular display." *Id.* at 868. It also noted that the "text is thus different from a symbolic depiction, like tablets with 10 roman numerals, which could be seen as alluding to a general notion of law, not a sectarian conception of faith." *Id.* And as to the second display itself:

The display's unstinting focus was on religious passages, showing that the Counties were posting the Commandments precisely because of their sectarian content. That demonstration of the government's objective was enhanced by serial religious references and the accompanying resolution's claim about the embodiment of ethics in Christ. Together, the display and resolution presented an indisputable, and undisputed, showing of an impermissible purpose.

The opinion in *McCreary* then goes on to address religious "neutrality." It is stated that "[g]iven the variety of interpretative problems, the principle of neutrality has provided a good sense of direction: the government may not favor one religion over another, or religion over irreligion, religious choice being the prerogative of individuals under the Free Exercise Clause." *Id.* at 875-76. "This is no time to deny the prudence of understanding the Establishment Clause to require the Government to stay neutral on religious belief, which is reserved for the conscience of the individual." *Id.* at 881. Ultimately, the Supreme Court in *McCreary* held against the counties, finding that there was a "predominantly religious purpose behind the Counties' third display." *Id.* at 881.

At issue in this matter is the ichthys Symbol, which is featured on the Operation Desert Storm Memorial in front of the Boone County Courthouse. At least one court in Missouri has confronted a First Amendment issue where an ichthus symbol was involved. *Webb v. City of Republic, Mo.*, 55 F. Supp. 2d 994 (W.D. Mo. 1999). Specifically at issue was the use of that symbol in the city of Republic's seal. *Id.* at 995. The court readily accepted the fact that the ichthys is linked to Christianity: "Historically, the symbolic representation of a fish has been used as a Christian symbol. The fish symbol has become particularly prevalent in contemporary American culture." *Id.* at 995-96 (internal citations omitted). Republic argued that there was a factual dispute as to whether

the symbol had religious connotations, but the District Court was not persuaded. The court found examples showing the Christian nature of the symbol. The Court found, upon a Motion for Summary Judgment, that there was no genuine issue of a material fact as to whether the ichthys symbol was or was not religious, concluding that it was clearly religious. *Id.*¹ Without that historical distinctiveness, the case law is well settled on the issue of whether a religious symbol on a city seal passes constitutional muster.” *Id.* According to the court, even though the purpose may not have been to endorse Christianity, it had the effect of doing so. *Id.* Republic was “permanently enjoined from displaying the symbol of a fish on its seal because the inclusion of the fish symbol violates the First Amendment of the United States Constitution.” *Id.* at 1001. In referring to the inclusion of the ichthys on the city seal of Republic, the District Court, in *Webb v. City of Republic, supra*, stated that: “. . . the case law is well settled on the issue of whether a religious symbol on a city seal passes constitutional muster.” *Id.* It went on to conclude that even though the purpose of inclusion of the ichthys on the city seal may not have been to endorse Christianity, such inclusion certainly had the effect of doing so.

In seeking to apply the Establishment Clause to the issue as to whether the inclusion of a religious symbol on a monument or memorial placed in a public location violates that clause, one might conclude that some light is shed by the decision of the Middle District Federal Court of North Carolina in *Hewett v. City of King*, 29 F. Supp. 3d 584 (M.D.N.C. 2014) [*“Hewett”*]. It is respectfully submitted that the court’s decision in *Hewett* emphasizes the fact that the inclusion of any otherwise religious symbol, on a public monument, must have a clearly demonstrated and predominant historical or secular purpose, and not simply a religious purpose. The religious purpose cannot be the predominant purpose. The need to find a strong historical or secular purpose for the inclusion of a religious symbol or icon on public grounds was clearly demonstrated by the Supreme Court’s decision in *Van Orden, supra*, and particularly by Justice Breyer’s concurring opinion. The need to find an historic or secular purpose, as opposed to a non-religious or non-sectarian purpose, was also clearly announced by the Supreme Court in its decision in *McCreary, supra*, and less clearly by the Federal District Court of the Eastern District of Missouri in *Webb v. City of Republic, supra*. The need for the demonstration of such non-sectarian, non-religious purpose seems to have been the Court’s guiding light in *Hewett, supra*. In *Hewett*, the Federal District Court dealt with the situation presented by a cross statue, which was located at a city’s Veterans Memorial, in a city park, *Hewett, supra* at 610. The statue depicted a soldier kneeling in front of the Latin Cross. The statue was created pursuant to city council approval and was actually paid for by the city. The city argued that the statue did not have an entirely religious purpose, but rather had an historical implication, and presented testimony from individuals to the effect that the cross statue was meant pay tribute to fallen soldiers, and that the religious aspect was simply not a part of the “overall though process.” *Id.* at 612.

¹See also *Paul v. Dade Cnty.*, 202 So. 2d 833, 835 (Fla. Dist. Ct. App. 1967)(“For example, the dove, the star, the fish, and three intertwined rings have all had, or presently may have, some religious symbolism attached thereto.”)(emphasis added)

As to whether the cross would have the effect of endorsing religion, the Court stated as follows:

"The reasonable observer would know that the Latin cross, which is a feature included in the Cross Statue, is a religious symbol of Christian faith. The reasonable observer would also be aware that the City Council decided to place the Cross Statue within the vicinity of the larger Veterans Memorial display, a memorial designed to honor veterans, but also within the vicinity of the Christian flag, which was flown by the City when the Cross Statue was originally erected and still flies in the same position for most of the year. The reasonable observer would also know the history of the Latin cross at issue with respect to this nation's history. However, the Court notes that several material issues regarding the Latin cross and its history are disputed, which preclude the granting of summary judgment as it relates to the Cross Statue in this case."

Id. at 613 (internal quotations omitted). The *Hewett* court, therefore, concluded that there was a reasonable dispute as to whether the cross represented only Christian soldiers or represented an important symbol of nationalism of 20th century wars, as conflicting testimony had been given regarding whether the cross had significant, historic presence during World War I, II, and the Korean War, or whether the cross was only used temporarily for Christian soldiers, such as in World War II. *Id.* at 613-14. The *Hewett* opinion also notes that the court should not "focus exclusively on the inclusion of [a] religious symbol" without considering the symbol's historical significance and its position as monument within a larger display." *Id.* at 616 (Emphasis added). It was also unclear to the North Carolina district court how the monument would be associated with the Veterans Memorial display. *Id.* at 618.² The court ordered the issue to proceed to trial. *Id.* at 644.

A mere Wikipedia search on the internet, a copy of which is annexed hereto as **Exhibit D**, discloses that the ichthys or ichthus, however it is spelled, is a symbol of the Christian faith. It is clearly a Christian symbol.

In *Lemon v. Kurtzman*, 403 U.S. 602, 612-13 (1971), which is sometimes viewed as being the United States Supreme Court's decision which sets forth the test to be applied to Establishment Clause issues, the Court stated a legal standard as follows:

"First, the statute [or government practice or custom] must have a secular legislative purpose; second, its principal or primary effect must be one that neither advances nor inhibits religion ...; finally, the statute must not foster 'an excessive government entanglement with religion.'"

² A "Christian Flag" was flown at the site most weeks of the year, and the court refused to grant summary judgment for the defendant even though a flag policy was in effect which allowed "private parties to fly the flag of their choice on the eleventh flagpole in the City's Veterans Memorial." *Id.* at 620.

Id. at 997. The opinion notes that the Supreme Court has analyzed the question as to whether an action or practice in question has the purpose or effect of endorsing religion. *Id.* It states that "the prohibition against governmental endorsement of religion preclude[s] government from conveying or attempting to convey a message that religion or a particular religious belief is favored or preferred." *Id.* A court will look at a religious symbol's impact on a reasonable observer and determine whether it sends a message to nonadherents that they are outsiders, and a message to adherents that they are insiders. *Id.*

While we must concede that these opinions are not beyond argument or doubt, it is our opinion that the ADF Letter does not go sufficiently far in its analysis of the federal court decisions with respect to the Establishment Clause, as those decisions would impact the continued maintenance of the ichthys symbol on the Memorial, or the continued location of that Memorial on the Boone County Courthouse grounds or the use of Boone County public funds to maintain that Memorial or its surrounding landscaping. We conclude that:

1. The ichthys symbol is, beyond argument, a Christian symbol;
2. There is no historical basis for associating this Christian symbol with Operation Desert Storm or the Gulf War;
3. There is no basis for argument that the ichthys symbol somehow has an historical or secular, or non-religious, importance or implication, for soldiers or anyone;
4. As will be more fully stated below, the language on the Memorial which appears above the name of the two men who lost their lives, when coupled with the ichthys symbol, seems to clearly indicate, or strongly imply, that men and women who served but whose lives were not lost were all somehow Christian;
5. In the eyes of a reasonable beholder, one could conclude, reasonably, that the Symbol on the Memorial demonstrates a preference of Boone County for the Christian faith over non-Christian faiths, or faith over no faith;
6. The inclusion of this Christian symbol on the Memorial, in our judgment, is not "religiously neutral" and violates the requirement of religious neutrality.

For the reasons set forth above, we believe that if this matter was presented to a court of competent jurisdiction, in a properly tried lawsuit, it would be more likely than not that such court would conclude that continued maintenance of the Memorial on the grounds of the Boone County Courthouse, with the ichthys symbol thereon, violates the Establishment Clause of Article I of the Amendments to the United States Constitution.

IV. Discussion of Missouri Constitutional Cases. While our research does not reveal any Missouri court cases relating to the maintenance on public ground of passive monuments, with religious symbols thereon, we do believe that Missouri has a clearly demonstrated, even higher, bar (even higher than that erected by the Establishment Clause) against any demonstration of religious preference by a governmental body, and that if the issue relating to this Memorial is presented to a Missouri court, it is even more likely than not that such court would conclude that the continued maintenance by the County of the Memorial, as it now stands, on the courthouse grounds, is a violation of Section 7 of Article I of the Missouri Constitution, and possibly of Section 8 of Article 9 of the Missouri Constitution and, specifically, that it would constitute a violation of those provisions of Section 7 of Article I which read as follows:

"No preference shall be given to, nor any discrimination made against any church, sect or creed of religion, or any form of religious faith or worship."

The few relevant Missouri decisions relating to the Missouri constitutional provisions show that Missouri has a very high wall between church and state. Some of the history is cited by the United States District Court for the Western District of Missouri in *Luetkemeyer v. Kaufmann*, 364 F.Supp. 376, 383 (W.D. Mo. 1973) aff'd, 419 U.S. 888, 95 S. Ct. 167, 42 L. Ed. 2d 134 (1974), where the Court states:

Missouri has a long history of maintaining a very high wall between church and state. Much of that history is reviewed in *Harfst v. Hoegen*, 349 Mo. 808, 163 S.W.2d 609 (en banc, 1942), a case cited in footnote 7 in one of the concurring opinions in *Lemon v. Kurtzman*, 411 U.S. 192, 93 S.Ct. 1463, 36 L.Ed.2d 151 (1973). That case reviewed the numerous constitutional provisions relating to the separation of church and state and pointed out that Missouri's Constitution "goes even farther than those of some other states." That case concluded: The constitutional policy of our State has decreed the absolute separation of church and state, not only in governmental matters, but in educational ones as well. Public money, coming from taxpayers of every denomination, may not be used for the help of any religious sect in education or otherwise. [163 S.W.2d at 614]

"Two provisions [Article I, Section 7 and Article IX, Section 8] in the Missouri Constitution declaring that there shall be a separation of church and state are not only more explicit but more restrictive than the Establishment Clause of the United States Constitution." *Trinity Lutheran Church of Columbia, Inc. v. Pauley*, No. 14-1382, 2015 WL 3429427, at *2 (8th Cir. May 29, 2015) (holding that Article I, Section 7 of the Missouri Constitution does not conflict with the First Amendment or Equal Protection Clause of the United States Constitution.)

It should be noted, however, that most – if not all – of the Missouri state cases dealing with the separation of church and state embodied in the Missouri constitution do so in the context of public expenditures or resources. See *Qandah v. Lombardi*, No. 12-04213-CV-C-HFS, 2013 WL

684189, at *1 (W.D. Mo. Feb. 25, 2013)(“Missouri's restrictions traditionally tend to solidify the “wall” between church and state, particularly in connection with the use of public funds in a manner assisting sectarian activities.”).

As stated above, there do not appear to be any Missouri court cases which apply the Missouri constitutional provisions to religious displays or monuments. In a 1999 Federal Eighth Circuit Court of Appeals opinion, that court remanded the issues as to religious holiday displays on public property to the district court, after noting that the Missouri Supreme Court had not yet addressed the application of Article I, Section 7 to religious displays. *Am. Civil Liberties Union v. City of Florissant*, 186 F.3d 1095, 1098 (8th Cir. 1999) [*Florissant*]. In *Florissant*, the district court had granted a broad injunction against Florissant's and the mayor's "erecting any display containing a crèche or other religious symbols at the Florissant Civic Center or any other public property." The court of appeals noted that the district court relied upon three Missouri cases for its ruling: *Paster v. Tussey*, 512 S.W.2d 97 (Mo.1974), *Americans United v. Rogers*, 538 S.W.2d 711 (Mo.1976), and *Harfst v. Hoegen*, 349 Mo. 808, 163 S.W.2d 609 (1941). *Id.* at fn. 4. *Paster* dealt with the mandatory providing of textbooks to students in private non-profit schools, including religious ones; *Americans United* involved tuition grants to students at certain public and private colleges; and *Harfst* dealt with allegations that a school board was maintaining a parochial school at public expense. These cases, which had nothing to do with religious displays on public property, were relied upon by the district court in *Florissant*, in concluding that there was no Missouri court decision on the religious issue. Our own research reveals no cases which deal with facts and situations similar to the ones facing Boone County. As such, because the caselaw on separation of church and state in Missouri is developed more on the issues of funding, and not on the issue of general discrimination or preference demonstrated by the presence on a monument display of a religious symbol, one might argue that it is difficult to say how much these Missouri court pronouncements of Missouri's “high wall between church and state” are relevant here. However, it can obviously be said that if the monument has or is requiring public funding of any kind, then Missouri's “higher wall” definitely comes into play. In our judgment, providing public land (of some value) for the display of a monument, and providing public funds for the maintenance of the monument and for landscaping the monument and for maintaining that landscaping, do constitute the use of public funding (or public property of substantial value, which involves at least, indirectly, public funding) for the support of the monument.

One more recent Missouri opinion holds some relevance to the topic at hand, even though it is not factually on point, and that is *Oliver v. State Tax Comm'n of Missouri*, 37 S.W.3d 243 (Mo. 2001) [hereafter "*Oliver*"]. As a part of its analysis, the Missouri Supreme Court, in *Oliver*, looked to the United States Supreme Court case in *Widmar v. Vincent*, 454 U.S. 263 (1981), in order to analyze the relationship between the Establishment Clause of the First Amendment to the U.S. Constitution, and Section 7 of Article I of the Missouri Constitution, stating as follows:

The relationship of the Missouri constitutional provisions to religious freedom and religious discrimination was explored in *Widmar v. Vincent*, 454 U.S. 263, 102 S.Ct.

269, 70 L.Ed.2d 440 (1981), which may provide First Amendment guidance to interpreting the Missouri Constitution. *Widmar* involved a regulation of the University of Missouri Kansas City that denied access to public facilities at a state university for a religious group that wished to conduct meetings, which included religious worship and religious teaching. In support of the university's regulation, the state cited a "compelling interest in complying with the applicable provisions of the Missouri Constitution" quoted above. *Id.* The Supreme Court found it "unnecessary ... to decide whether, under the Supremacy Clause, a state interest, derived from its own constitution could ever outweigh free speech interest protected *252 by the First Amendment." The Court went on to hold that the university's regulation violated the principle that such regulation must be "content-neutral." *Id.* at 275-76, 102 S.Ct. 269.

In *Widmar* there unquestionably was the use of state facilities by a religious organization, which might violate a literal reading of the first clause of article I, section 7, of the Missouri Constitution. But the overriding requirement of the federal constitution is that the religious organization not be discriminated against on the basis of the content of its activities, and in this case the Missouri Constitution is consistent with this principle.

Oliver, supra at 251-52.

The above-referenced *Trinity Lutheran Church* opinion is also a fairly instructive primer on the Missouri constitutional jurisprudence regarding funding of religion. At issue was a claim that the Director of the Missouri Department of Natural Resources ("DNR") violated Trinity Church's federal and state constitutional rights by denying the church's application for a grant of solid waste management funds for the resurfacing of a playground located on church grounds. *Trinity Lutheran Church of Columbia, Inc.*, 2015 WL 3429427 at *1. The Trinity Church contained a daycare and preschool "that teaches a Christian world view and incorporates daily religious instruction in its programs." *Id.* The DNR offers Playground Scrap Tire Surface Material Grants, which "provide DNR funds to qualifying organizations for the purchase of recycled tires to resurface playgrounds, a beneficial reuse of this solid waste." *Id.* The application for these funds by Trinity Church was denied pursuant to the "no aid" of public funds clause in Article I, Sec. 7 of the Missouri Constitution. *Id.* The church made various federal Constitution claims under the First Amendment, a claim under the Equal Protection Clause, and a claim under Article I, Section 7. *Id.* at *2. The district court granted the city's motion to dismiss the complaint, and Trinity Church challenged the ruling in all respects except as to the Free Speech claim. *Id.*

The opinion's legal analysis begins by noting the "very high wall" between church and state that exists in Missouri, *Id.*, by finding that two provisions in the Missouri Constitution [Art. I, Sec. 7 and Art. IX, Sec. 8] "declaring that there shall be a separation of church and state are not only more explicit but more restrictive than the Establishment Clause of the United States Constitution." *Id.*

(citing *Paster v. Tussey*, 512 S.W.2d 97, 101–02 (Mo. banc 1974)). The 8th Circuit interpreted the Trinity Church’s argument that the DNR targeted the church for disparate treatment as a religion, as being an argument that the state was acting in a manner hostile toward religion, which violated the Equal Protection Clause, by denying funds for a religious learning center and daycare without there being a compelling public interest, as being an attack upon the constitutionality of Art. I, Sec. 7. *Id.* at *3. Although the legal reasoning is not too important, it should be noted, as it already has been above, that the 8th Circuit rejected this argument, and held that the Missouri constitutional provision does not violate the First Amendment. *Id.* at *5.

The 8th Circuit then turned to the Missouri Constitution claims. *Id.* Turning to the merits, the Court of Appeals agreed with the district court that the two clauses of Article I, § 7, must be interpreted in harmony. Therefore, if granting Trinity Church’s application would have constituted “aid” to a church prohibited by the first clause of Article I, § 7, then denying the grant was not a discriminatory action prohibited by the second clause. So the district court properly focused on Trinity Church’s contention that a Scrap Tire Program grant is not “aid” within the meaning of the first clause of Article I, § 7, because it involves a quid pro quo, with the applicant undertaking obligations under the Scrap Tire Program in exchange for the granted funds. *Id.*³ The church relied on two opinions, which the court then summarized:

In *Kintzele*, plaintiffs alleged that a subsidized sale of land by the State to St. Louis University constituted an unconstitutional use of public funds in aid of a private sectarian school. The Court declined to invalidate the sale, concluding that, because Missouri law authorized “sale by negotiation at fair value,” and the State tried competitive bidding and thereafter sold the land to SLU at nearly twice the highest bid, “plaintiffs’ contention of illegal ... subsidy from public funds cannot be sustained.” 347 S.W.2d at 700–701. This decision in no way supports Trinity Church’s claim that a Scrap Tire Program grant is not “aid.”

In *Americans United*, the Supreme Court of Missouri upheld a statute providing tuition grants to students at approved public and private colleges. The statute was invalidated by the trial court, applying Article I, § 7, and Article IX, § 8. The State appealed. Noting that “[a]n act of the legislature is presumed to be valid and will not be declared unconstitutional unless it clearly and undoubtedly contravenes some constitutional provision,” 538 S.W.2d at 716, the Court concluded it could not “with

³ The opinion provides a quick summary of caselaw regarding challenges to public funding of religion or religious institutions in Missouri: *Paster*, 512 S.W.2d at 104–105 (invalidating statute requiring public school boards to provide textbooks to private school students); *Berghorn v. Reorg. Sch. Dist. No. 8*, 364 Mo. 121, 260 S.W.2d 573, 582–83 (1953); *McVey v. Hawkins*, 364 Mo. 44, 258 S.W.2d 927, 933–34 (1953) (enjoining use of public school buses to transport students to religious schools); *Harfst v. Hoegen*, 349 Mo. 808, 163 S.W.2d 609, 613–14 (1941) (enjoining use of public school funds for the teaching of religion and faith at a parochial school that was taken into the public school system); accord *Luetkemeyer*, 364 F.Supp. at 383–84 (upholding the State’s refusal to provide transportation to church-sponsored schools); *Brusca*, 332 F.Supp. at 279–80 (the State may deny funds to sectarian schools for religious instruction).

confidence declare that the statutory program” clearly contravened these constitutional provisions because “the parochial school cases with which the court has dealt in the past involved completely different types of educational entities than the colleges and universities herein involved.” *Id.* at 721–22. The defendants’ quid pro quo argument was noted but not adopted. *Id.* at 721.

Id. The opinion summarizes the reasoning behind *Americans United*’s final holding as focusing on the fact that the grant program went to and was for the benefit of students, and not institutions. *Id.* at *7.

The district court opinions in the *Trinity Church* case also summarizes *Americans United* and *Saint Louis Univ. v. Masonic Temple Ass’n of St. Louis*, 220 S.W.3d 721 (Mo. 2007), in order to refute an argument that the Missouri Supreme Court has begun to erode Missouri’s “high wall,” stating:

“The Missouri Supreme Court’s decisions in *Americans United* and *St. Louis University* are not examples of public aid to religious institutions with the “blessing of the state,” as characterized by Trinity’s counsel. Rather, these cases can be distinguished from Missouri jurisprudence regarding the high wall of separation between church and state in two distinct ways. First, the Missouri Supreme Court in both cases makes clear that the religious institutions receiving aid, indirectly through the students in *Americans United* and through the developer in *St. Louis University*, were not controlled by a church or religious creed. This stands in contrast to the facts in *Harfst*, *McVey*, and *Paster*, in which the institutions receiving aid were parochial or former parochial schools under the control of the church. Second, the schools in *Americans United* and *St. Louis University* were institutions of higher education. Although the Missouri Constitution makes no explicit distinction between institutions of higher education and primary or secondary schools in Article I, Section 7, the Missouri Supreme Court has, on several occasions, considered it to be a relevant factor. In *Americans United*, for example, it emphasized the differences between parochial elementary and secondary schools on the one hand and universities on the other, based on the fact that the latter had greater academic freedom, mature students, and secular curriculum. See also *Menorah Med. Ctr. v. Health & Educ. Facilities Auth.*, 584 S.W.2d 73, 87 (Mo.1979) (considering recipient universities’ status as institutions of higher education, “as opposed to elementary or secondary level,” to be a factor in finding no excessive entanglement in a financing program authorized by state law and operated by a non-state entity). This distinction between institutions of higher education and primary or secondary schools emphasizes the Missouri Supreme Court’s concern with the degree of control a church, creed, or religious domination may have over the administration, management, and curriculum development at a school. When that degree of control was so great that the school was, in essence, serving as a proxy or branch of the church, the Missouri Supreme

Court has consistently held that public aid, direct or indirect, would be impermissible."

See *Trinity Lutheran Church of Columbia, Inc. v. Pauley*, 976 F. Supp. 2d 1137, 1144-45 (W.D. Mo. 2013) aff'd, No. 14-1382, 2015 WL 3429427 (8th Cir. May 29, 2015).

Ultimately the 8th Circuit Court held that the state was not compelled to give money directly to a church, and the denial of benefits to a church did not violate the state constitutional prohibition on discrimination against a church. *Trinity Lutheran Church of Columbia, Inc.*, 2015 WL 3429427 at #3-7.

The Missouri "high wall" between church and state, therefore, clearly appears to be intact. It is obviously intact with respect to the use of public funds or public property, but arguably, the effects of that "high wall" have not been shown to be in effect as to issues raised by monuments, with religious symbols appearing thereon, which are located on public property or which are maintained on public property. We would note, however, that public property has value, and that monuments and their landscaping require maintenance, and that the use of public property for the display of a monument involves a use of valuable public property, and that the use of public funds to maintain, or protect, or insure, a monument, or to landscape it, or to maintain that landscaping, involves the use of public funds.

One might also look to the language of Section 8 of Article IX of the Missouri Constitution, and specifically that language which reads as follows:

". . . nor shall any grant or donation of personal property or real estate ever be made by the state, or any county, city, town, or other municipal corporation, for any religious creed, church, or sectarian purpose whatever."

This Section 8 appears in that Article of the Missouri Constitution, Article IX, which deals with "Education." In *Oliver, supra*, the appellants attempted to invoke the provisions of this Section 8. The *Oliver* court concluded that, while such Section 8 does not expressly limit itself to education, it is an Article of the Missouri Constitution which relates to public education. The *Oliver* court concluded that to the extent the language of Section 8 of Article IX covers areas other than education, it is redundant to the language of Section 7 of Article I, and that Section 8 of Article IX, therefore, did not appear to add anything to support the appellant's claims. *Oliver, supra*, at Ftn. 19.

We have found no cases which apply Section 8 of Article IX of the Missouri Constitution outside of the public school or educational context. However, the statement in *Oliver* to the effect that Section 8 of Article IX of the Missouri Constitution is redundant with respect to Section 7 of Article I of that Constitution (to the extent that Section 7 does not cover schools) is of substantial interest. Section 7 of Article I does not contain any explicit language regarding the donation or grant of property. If the Missouri Supreme Court, as it stated in *Oliver*, believes that a "grant or donation

of...real estate...for any religious creed, church, or sectarian purpose whatever” is somehow implicitly covered in Section 7 of Article I, then the use of Boone County property for the placement of the Memorial would clearly fall within such prohibition against a "grant or donation...(of) real estate...by a county."

If Section 7 of Article I of the Missouri Constitution stands for the proposition that no county can grant or donate property for any “religious creed, church, or **sectarian purpose whatever**” (emphasis added), as seems to be strongly implied by the Missouri Supreme Court’s decision in *Oliver, supra*, then Boone County would clearly have to clear the Missouri very “high wall” which separates church and state in convincing any court that the display of the Memorial, with the Christian fish Symbol thereon, is not a grant or donation of property and/or not for a “sectarian purpose whatever.”

While no Missouri court decision dealing with religious displays on public monuments or religious displays on public land have been found, we do believe that the high bar, the high wall, between church and state erected by Missouri (as noted by Missouri courts and federal courts), when applied to the issue as to the Memorial in question, would provide a hurdle that cannot be overcome by arguments that the Memorial should be maintained, in its current form, at its current location.

V. Discussion of Other Jurisdictions.

The Oklahoma constitution provides:

§ 5. Public money or property-Use for sectarian purposes. No public money or property shall ever be appropriated, applied, donated, or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such.

Prescott v. Oklahoma Capitol Pres. Comm'n, 2015 OK 54, ¶ 4. At issue in *Prescott* was a Ten Commandments monument placed on Oklahoma Capitol grounds pursuant to legislation signed by the governor. *Id.* at ¶1. The Oklahoma Supreme Court decided that the plain intent of this constitutional provision was “to ban State Government, its officials, and its subdivisions from using public money or property for the benefit of any religions purpose. *Id.* at ¶ 4. It reasoned that words such as “no,” “ever,” and “any” reflects the broad reach of the ban. *Id.* This broad reach is further bolstered, according to the court, by banning uses “indirectly” benefitting religion. *Id.* at ¶5. “Prohibiting uses of public property that ‘indirectly’ benefit a system of religion was clearly done to protect the ban from circumvention based upon mere form and technical distinction.” *Id.* The Oklahoma Supreme Court distinguished its holding from that of the U.S. Supreme Court in *Van Orden v. Perry, supra*, by relying on the Oklahoma constitution “with no regard for federal jurisprudence.” *Id.* at ¶6. The opinion dismisses the “historic purpose” argument, determining that the Ten Commandments are obviously religious in nature, and holds that “[b]ecause the monument

at issue operates for the use, benefit or support of a sect or system of religion, it violates Article 2, Section 5 of the Oklahoma Constitution and is enjoined and shall be removed.” *Id.* at ¶6-7.⁴

Article II, section 4, of the Colorado Constitution provides:

The free exercise and enjoyment of religious profession and worship, without discrimination, shall forever hereafter be guaranteed; and no person shall be denied any civil or political right, privilege or capacity, on account of his opinions concerning religion; but the liberty of conscience hereby secured shall not be construed to dispense with oaths or affirmations, excuse acts of licentiousness or justify practices inconsistent with the good order, peace or safety of the state. No person shall be required to attend or support any ministry or place of worship, religious sect or denomination against his consent. Nor shall any preference be given by law to any religious denomination or mode of worship.

State v. Freedom From Religion Found., Inc., 898 P.2d 1013, 1019 (Colo. 1995). “In interpreting our Preference Clause we have looked to the Establishment Clause of the First Amendment to the United States Constitution and the body of federal cases that have construed it.” At issue in this case was a Ten Commandments monument on state property. *Id.* at 1014. After summarizing the robust caselaw that came before it on the issue, the opinion seems to settle on the question of whether the suspect act has the purpose or effect of endorsing religion. *Id.* at 1021. The Colorado Supreme Court decided the Ten Commandments monument was not erected with the purpose of endorsing religion, as the text includes symbols of at least Christianity and Judaism, contains the “all-seeing eye” which has secular and non-secular significance, was donated by the National Youth Guidance Program with a secular purpose, a purpose in line with the Ten Commandments’ position as a basis of national law, and the purpose of the state, as testified to by state employees, in accepting the monument was to open the park up to various groups to use. *Id.* at 1023-1024. And because the monument is not conspicuous and is surrounded by numerous other secular displays, the Colorado Supreme Court determined that “objective viewers would not perceive the monument in its Lincoln Park setting as government endorsing religious belief or suggesting that religion in general is relevant to their standing in the political community.” *Id.* at 1025-1026.

The Utah constitution contains the following:

⁴ But see *Meyer v. Oklahoma City*, 1972 OK 45, 496 P.2d 789 (“held that where cross was located in a distinctly secular environment in midst of persons in pursuit of distinctly secular entertainment, and where cross, the erection of which was sponsored by city council of churches, could not be said to display, articulate or portray, except in a most evanescent form, any ideas that were alleged to pertain to any of sectarian institutions or systems named in constitutional provision prohibiting use of public money or property for use, benefit, or support of any church or system of religion, maintenance of cross with city money was not violative of constitutional provision.”)

The rights of conscience shall never be infringed. The State shall make no law respecting an establishment of religion or prohibiting the free exercise thereof; no religious test shall be required as a qualification for any office of public trust or for any vote at any election; nor shall any person be incompetent as a witness or juror on account of religious belief or the absence thereof. There shall be no union of Church and State, nor shall any church dominate the State or interfere with its functions. No public money or property shall be appropriated for or applied to any religious worship, exercise or instruction, or for the support of any ecclesiastical establishment.

Utah Const. art. I, § 4. “The provision of money or property to religious exercise is indirect, and therefore constitutional, if (1) the money or property [is] provided on a nondiscriminatory basis” and (2) the public money or property [is] equally accessible to all.” *Sumnum v. Pleasant Grove City*, 345 P.3d 1188, 1190 (Utah 2015). At issue in this case was whether Pleasant Grove had violated the religious liberty clause of the Utah Constitution by not allowing a “Seven Aphorisms” monument on public grounds where a Ten Commandments monument was erected. *Id.* at 1189-1190.

The court’s analysis begins by noting that allowing the Seven Aphorisms monument would not be neutral because [d]isplaying monuments that communicate the beliefs of only two of these viewpoints would not amount to an impartial distribution of public property among the spectrum of religious views held by Utah citizens.” *Id.* at 1191. The Utah Supreme Court noted that, in regards to whether the Utah Constitution required an absolute bar of religious expression by private citizens on public property:

We rejected such an absolutist interpretation because it “would evidence an affirmative hostility toward religion,” which would contradict other provisions of the federal and Utah Constitutions that protect religious expression and free speech. Instead, we adopted a neutrality test that permitted the use of public property in support of private religious expression so long as government benefits are “provided on a nondiscriminatory basis” and are “equally accessible to all.”

Id. at 1191-1192.

When Pleasant Grove accepted the donated monument, it adopted the message conveyed by the monument as its own... The only relevant question under article I, section 4's prohibition against the use of public money or property for religious purposes is whether a monument constitutes “religious worship, exercise or instruction.” We do not reach that question, however, because *Sumnum* seeks a remedy that we may not constitutionally grant.

Id. at 1192. The opinion does state that the Utah religious liberty clause differs greatly from the federal Establishment Clause, but declines to reach any conclusion on what that means for the Ten Commandments monument. *Id.* at 1193.

As of November 5, 1974 (and currently), the California constitution provides the following:

Sec. 4. Free exercise and enjoyment of religion without discrimination or preference are guaranteed. This liberty of conscience does not excuse acts that are licentious or inconsistent with the peace or safety of the State. The Legislature shall make no law respecting an establishment of religion. A person is not incompetent to be a witness or juror because of his or her opinions on religious beliefs.

Cal. Const. art. I, § 4. In a case decided a few years later, the Supreme Court of California was presented with a challenge to the illumination on the city hall of a huge cross at first to honor the Christmas holidays and then also, during the 1970s, to honor Easter Sundays, both Latin and Eastern Orthodox. *Fox v. City of Los Angeles*, 587 P.2d 663, 663-64 (1978).

The California Constitution, like the United States Constitution, does not merely proscribe an establishment of religion. Rather, all laws “Respecting an establishment of religion” are forbidden. (Italics added.) The California Constitution also guarantees that religion shall be freely exercised and enjoyed “**without discrimination or preference.**” Preference thus is forbidden even when there is no discrimination. The current interpretations of the United States Constitution may not be that comprehensive.

Id. at 665 (emphasis added). The court reasoned that city hall is not a “bulletin board” for symbols of all faiths to be displayed. *Id.* “Would it be justifiable, say, to allow only a Star of Bethlehem, a Star of David, and a Star and Crescent?” The opinion admits that the California constitution does not require every religion to always be accommodated, but that to “illuminate only the Latin cross, however, does seem preferential when comparable recognition of other religious symbols is impracticable.” *Id.* The court rejected an argument from the city that 30-years of disinterest in the display somehow militates a decision that the custom truly conferred a benefit to a religion, concluding that there may be complex reasons why members of the citizenry may have chosen not to speak out. *Id.* at 666. The court also concluded that the display of the Latin cross was not an “interfaith” recognition, and that although mere display of the cross is not a religious service, “[b]y no means, though, should we infer that it is not action respecting an establishment of religion. Governments must commit themselves to ‘a position of neutrality whenever ‘the relationship between man and religion’ is affected.” *Id.* The Supreme Court of California thus upheld the preliminary injunction against the city’s display. *Id.*

We will note that the California constitution has a similar section to the Missouri constitution.

Sec. 5. Neither the Legislature, nor any county, city and county, township, school district, or other municipal corporation, shall ever make an appropriation, or pay from any public fund whatever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose, or help to support or sustain any school, college, university, hospital, or other institution controlled by any religious creed, church, or sectarian denomination whatever; nor shall any grant or donation of personal property or real estate ever be made by the state, or any city, city and county, town, or other municipal corporation for any religious creed, church, or sectarian purpose whatever; provided, that nothing in this section shall prevent the Legislature granting aid pursuant to Section 3 of Article XVI.

Cal. Const. art. XVI, §5; compare with Mo Const. Art. IX , §8. The concurring judge in one California Supreme Court decision interpreted the section broadly: “Those who argue that the amount of taxpayer funds expended to light the cross is so minimal as to be beneath this court's notice, overlook two important considerations. First, article XVI, section 5 admits of no de minimis exception. The language is explicit: No “city . . . shall ever. . . pay from any public fund whatever, or grant anything to or in aid of a religious sect” Secondly, the prohibitions of article XVI, section 5 would come into play even if no funds were expended. The ban is on aid to religion in any form.” *Fox v. City of Los Angeles*, 22 Cal. 3d 792, 806, 587 P.2d 663, 671-72 (1978); but see *Carpenter v. City & Cnty. of San Francisco*, 803 F. Supp. 337, 345 (N.D. Cal. 1992) rev'd on other grounds, 93 F.3d 627 (9th Cir. 1996) (“In the case sub judice, however, there is no expenditure of taxpayers funds in support of or in aid of religion in violation of Article XVI, Section 5. The challenge in this case is to S.F.'s ownership of the Mount Davidson Cross, and to the display of the Mount Davidson Cross on public lands. In this case, unlike in *Hewitt*, S.F. does not spend any money to maintain the Mount Davidson Cross. Nor does it advertise the Mount Davidson Cross, or print brochures, or spend any money to support the Mount Davidson Cross at the taxpayers expense.” Held: Article XVI, Section 5 not violated by)⁵

In the case of leased property, a 9th Circuit opinion held the following:

As explained above, the Reading Room received only an indirect or incidental benefit from the Airport's rental policy, and the policy had a solely secular purpose. Furthermore, the Attorney General of California has held that it is proper under article XVI, section 5 for an airport to lease space in one of its buildings to a religious organization as long as the rental transaction is at arm's length. 25 Cal.Op.Att'y Gen. 309 (1955). Thus, we conclude that the Airport's policy of allowing religious

⁵ It should be noted that in these cases, and in the *Hewitt* case alluded to, the focus is on the first clause of the section, not necessarily the clause referring to grant or donation of property. In *Hewitt*, at issue was a park owned by a county which contained numerous religious statutes, a brochure noting the park was established by a reverend, was designated by the county as Desert Christ Park after acceptance of it, and advertised it as a “World Famous Theme Park ... depicting life of Christ.” *Hewitt v. Joyner*, 940 F.2d 1561, 1563 (9th Cir. 1991). “We hold that the County has violated article XVI, section 5, by its ownership and maintenance of the Antone Martin Memorial Park.” *Id.* at 1571.

organizations to rent space at the Airport did not violate article XVI, section 5 of the California Constitution.

Christian Sci. Reading Room Jointly Maintained v. City & Cnty. of San Francisco, 784 F.2d 1010, 1016 (9th Cir.) amended, 792 F.2d 124 (9th Cir. 1986).

One 9th Circuit opinion summarized the factors involved in interpreting actions under the section as follows: "In summary, the California appellate cases make clear that article XVI, section 5, prohibits the government from (1) granting a benefit in any form (2) to any sectarian purpose (3) regardless of the government's secular purpose (4) unless the benefit is properly characterized as indirect, remote, or incidental." *Paulson v. City of San Diego*, 294 F.3d 1124, 1131 (9th Cir. 2002)

No money shall be drawn from the Treasury for the benefit of any religious (sic), or theological institution, nor shall any money be appropriated for the payment of any religious (sic) services in either house of the Legislative Assembly.

Or. Const. art. I, § 5.

In discussing the constitutional principle of separation of church and state, this court was not engaged in word-matching between other constitutions and the Oregon Constitution. While neither a specific 'establishment' clause nor a 'credal preference' clause appears in our state constitution, it is obvious that the founders of this state did not intend to permit the state to sponsor any particular religion. When the draftsmen of the Oregon Constitution provided for the free exercise of religion, they also prohibited the use of public funds to support any preferred religious institution

Lowe v. City of Eugene, 463 P.2d 360, 364 (1969)(citing to Or. Const. art. I, § 5). This case dealt with the issuance of building permits for the erection of a cross on city property. *Id.* at 361. The court found that, in addition to the building and electrical permits issued for this purpose, "the city also turned over to private parties the city-maintained public land in which the cross was imbedded in concrete so that it would last, as one of the defendants testified, 'forever.'" *Id.* at 362. The petitioners also argued that the cross should be allowed because the public park at issue is a "War Memorial Park" and is fit for such a cross. *Id.* The supreme court agreed with the trial court's decision that "the secular purpose of the park dedication had no relevance to the city council's action then under review." *Id.* "The war-memorial argument was never passed upon by the city council. The city's action in this case was taken, and defended during the trial below, primarily as an action taken by the city in response to the political power of the majority of the townspeople." *Id.* The record, according to the Supreme Court of Oregon, tended to show that a majority of the community approved of the display because it reinforced their religious preference. *Id.* "The principal purpose which motivated the city council was its desire to conform to the desires of a majority of the citizens of the community, who conscientiously believed that their preferred religious symbol was entitled to preferential public display simply because the majority wished it so." *Id.* The majority opinion

concludes that this is exactly the type of religious pressure the federal and Oregon constitutions are designed to prevent. *Id.* at 362-63.

Public land cannot be set apart for the permanent display of an essentially religious symbol when the display connotes government sponsorship. The employment of publicly owned and publicly maintained property for a highly visible display of the character of the cross in this case necessarily permits an inference of official endorsement of the general religious beliefs which underlie that symbol. Accordingly, persons who do not share those beliefs may feel that their own beliefs are stigmatized or officially deemed less worthy than those awarded the appearance of the city's endorsement. While government can foster education in the history and cultural contributions of religions generally, and can act to protect the individual's right to his own personal expressions of religious opinion, the government has no business placing its power, prestige, or property at the disposal of private persons or groups either to aid or oppose any religion. *Epperson v. Arkansas*, 393 U.S. 97, 89 S.Ct. 266, 21 L.Ed.2d 228 (1968); *School Dist. of Abington Tp., Pa. v. Schempp*, 374 U.S. 203, 222-223, 83 S.Ct. 1560, 10 L.Ed.2d 844 (1963); *Engel v. Vitale*, 370 U.S. 421, 82 S.Ct. 1261, 8 L.Ed.2d 601, 86 A.L.R.2d 1285 (1962); *People of State of Illinois ex rel. McCollum v. Board of Education*, 333 U.S. 203, 68 S.Ct. 461, 92 L.Ed. 649, 2 A.L.R.2d 1338 (1948).

Id. at 363. The court distinguished the facts in its case from a situation where a religious symbol can be placed at the grave of a deceased in a public cemetery. *Id.* The presence of a symbol, like a cross, can clearly be viewed as an individual's preference. *Id.* As to the Oregon constitution specifically, the petitioners argued that Article I, Section 5, quoted above, limits its prohibition to the use of public funds on religious matters, and thus by implication approves turning over public land to them. *Id.* at 364. "This mechanistic interpretation of the state constitution is unwarranted. While differences between real and personal property of course have significance in a variety of legal contexts, these differences have no constitutional substance in a religious context." *Id.* The court upheld its previous opinion affirming the trial court's decision to require removal of the cross, reasoning in part that "the language that is in the state constitution shows that the founders of this state did not intend to retreat from the federal position on separation of church and state, but rather intended to emphasize in their own words their own commitment to the doctrine of separation." *Id.*

'Article 1, Section 4, of the Bill of Rights of the Louisiana Constitution of 1921 provides: 'Every person has the natural right to worship God according to the dictates of his own conscience. No law shall be passed respecting an establishment of religion, nor prohibiting the free exercise thereof; nor shall any preference ever be given to, nor any discrimination made against, any church, sect or creed of religion, or any form of religious faith or worship.'

State ex rel. Singelmann v. Morrison, 57 So. 2d 238, 240-41 (La. Ct. App. 1952). At issue in this case was “the removal of a statue or memorial erected on public property to St. Frances Xavier, Mother Cabrini.” *Id.* at 240.⁶ “As stated before, to deny the statue of any hero his rightful place on public property merely because such hero has been honored by his church, whether it be Catholic, Protestant, Jewish or otherwise, would indeed do violence to Section 4 of Article 1, Constitution of 1921 of Louisiana: ‘* * * nor any discrimination made against, any * * * sect or creed * * * or any form of religious faith or worship.’” *Id.* at 243. The Mother Cabrini statute at issue was four feet at its base, six feet in height, and shows her wearing clothes that she wore when providing for the poor and ministering to the sick of all faiths. *Id.*

It is true that, at the present time, the inscription on the statue relates exclusively to her canonization, and to the group that sponsored and paid for it, without any reference to her public charities. While it might be more appropriate to have some inscription of her public charities, since that justifies its erection on public property, the absence of such inscription should hardly be the reason for its removal. The reason for its erection, not its inscription, governs its right to rest on public property. However, the City Ordinance provides for a suitable plaque to recite her public benevolences and benefactions, and I am advised in due time such a plaque will be placed thereon, as it should be.

Id. at 243-44. The monument was placed without cost to the city. *Id.* at 244. It was accepted to honor her services in the field of child care, and for her efforts during the Yellow Fever epidemics, when she visited the sick and established and helped maintain an orphanage in New Orleans. *Id.*

There is not the slightest suggestion that Mother Cabrini's canonization as a saint of the Roman Catholic religion is being used to exploit her local charities and benevolences as a pretext to establish a religious shrine or place of worship, or for the propagation of the Catholic religion; or that the same could readily be used for such purpose. To the contrary, the statue is a modest one of simple proportions, erected in her honor by her proud coreligionists, and accepted by a grateful city in memoriam, all without cost or expense to the City. The monument so erected and dedicated is not for a private or selfish interest, but serves a public purpose and is a public benefit. Such a statue helps deepen within those who see it the consciousness of the obligation they owe the needy and friendless, and encourages them to mould their characters and deeds that their lives, too, may be counted a blessing.

Id. The court determined that the statute did not violate any Louisiana constitutional provision. *Id.*

⁶ Also at issue in this matter was a state constitutional provision regarding the use of funds, property, etc. given to any person, private or public. This issue is not relevant to the focus of this opinion.

VI. Cases factually on point

Other than cases such as *Webb, supra*, which feature a religious logo or symbol as part of a larger design on something official like a city seal, we have not been able to find any cases that involve inclusion of a religious symbol on a specific monument that is otherwise wholly secular, with the exception of a recent district court case out of California. *Am. Humanist Ass'n v. City of Lake Elsinore*, 2014 WL 791800 (C.D. Cal. Feb. 25, 2014). That case involved a single war memorial that was originally designed to feature a kneeling soldier leaning on his rifle at a grave, with the tombstone being a cross. *Id.* at *1⁷. The memorial also featured a flag, an eagle, and text saying “Honoring Brave Men and Women Who By Their Sacrifice Give Life To Our Most Precious Gift—Freedom,” as well as “Freedom Is Never Free.” *Id.* During public comments on the memorial, the city of Lake Elsinore received negative feedback on the use of the cross. *Id.* at *2. Multiple members of the city government made it clear that they did not like that the criticisms were aimed at forcing Christians to “hide” the cross or the fact that the country is a “Christian nation.” *Id.* Later, a design change was proposed to add a row of additional Christian crosses and the Star of David behind the larger cross, in an effort to make the display appear as though it was depicting an accurate World War II soldier. *Id.* at *3. The memorial’s design was eventually approved. *Id.* at *4.

The court determined that *Lemon* framework applies to the California No Preference constitutional clause, and started its analysis with that framework. *Id.* at *6. “When a symbol generally associated with religion is included as part of a larger display, the relevant question is whether the government had a predominantly secular purpose for including the religious symbol within the context of the larger setting.” *Id.* at *7 (emphasis added). The opinion reasons that even if the city did intend to include the symbol for a secular purpose, the court must determine whether that neutrality was abandoned. *Id.* at *8. The district court had no problem determining that the city had a predominantly religious purpose when it examined comments made during the city council meeting for both the original and the modified display. *Id.* It was also concluded that the attempt to change the display into an historical depiction of a World War II cemetery was merely a litigation position. *Id.* at *11.

As to the effect of the monument, the court again cited to the discussions of the city officials, but also referred to the monument itself:

The backdrop of the granite rectangle with the semi-circle top that displays the memorial's text and images is dark black. (Trial Ex. 5–2). Against this backdrop, a soaring eagle and an American flag appear in a gray color on the top half of the stone. (*Id.*). The text of the memorial appears in front of the flag in white, but is somewhat obscured by the flag. (*Id.*). And in bright white on the bottom half of the black stone, the boldest and most visible elements of the display are the soldier kneeling with his

⁷ It was originally intended to erect a memorial for a single soldier who died serving in Afghanistan, but the city decided to erect a monument for all city veterans. *Id.* at *1.

gun in front of the central cross. (*Id.*). The two rows of additional crosses and Stars of David are smaller, somewhat lighter in color, and in the backdrop to the left of the central cross, and a visitor's eyes are drawn first to the soldier and the central cross. (*Id.*). Although the cross is a component of the imagery of World War II cemeteries such as Normandy, it remains "a marker of an individual grave, not a universal monument to the war dead." Trunk, 629 F.3d at 1113. Here, the primary emphasis is a Christian grave, which may lead observers to believe that Lake Elsinore is only honoring Christian veterans. (Emphasis added)

Id. at 14. The court concluded that the memorial violated both the Establishment Clause of the First Amendment and the No Preferences clause of the California constitution. *Id.* at *15.

This case is helpful in that it is an individual symbol on a single monument that is not itself religious in nature. However, it is dissimilar in many other ways. The memorial in Boone County was privately donated. It does list two specific individuals in addition to the general text honoring veterans of the Gulf War. The ichthys is far from prominent. There doesn't seem to be any of the language from any government officials indicating the symbol's purpose. And it is unclear how a small ichthys symbol will be analyzed, rather than a large, impossible-to-miss Latin cross. But we believe that knowing how at least one court handled a somewhat similar situation is instructive.

VII. Conclusion of Legal Discussion. The provisions of the Missouri Constitution clearly present a higher hurdle for the keeping of the Memorial, on the courthouse property, with the Symbol displayed on the Memorial. The biggest contextual issue, in our opinion, is the issue as to how the language on the Memorial will be interpreted by a reasonable viewer. In our view, it will not be interpreted as being purely a memorial to the two fallen soldiers, whose names are engraved upon it, but as also being a memorial to all soldiers of Boone County, or even Missouri (or perhaps even the United States and its allies in general) who served during Operation Desert Storm. The words which appear above the engraved names of the two fallen soldiers are as follows:

"To the men who gave their lives, and the men and women who offered but, were spared"

These words cause the Memorial be to more than just a monument for just the two deceased soldiers, but as being a monument for the sacrifice of many other individuals, and it impossible to assume that all of those individuals were or are Christians. The words quoted above are more than just an epitaph honoring the sacrifice of the men whose names are on the monument – it is praise for all of the individuals who served "but, were spared." One asks "spared by whom?" Were they spared by the act of God or by the Grace of Christ who is symbolized by the Symbol? Note that the Memorial is also part of a display featuring other monuments to soldiers who served and died in past wars. It is thus part of a larger scheme honoring soldiers across generations of American wars. The Memorial is not, then, like the tombstone of an individual soldier. It is a monument, by its own terms, to two men who gave their lives and "the men and women who offered but, were spared." It

would not be at all unreasonable, therefore, for a viewer of the Memorial to conclude, based on the language of the Memorial in question and the presence of the fish Symbol thereon (with the Memorial being in its place in the Boone County war memorial displays at large), that a preference is being given by Boone County to soldiers of the Christian religion to the exclusion of the soldiers who served while adhering to other faiths – or no faith at all. This Memorial, therefore, seems to violate the requirement or test for "religious neutrality" which is applicable to the Establishment Clause of the federal Constitution (see *McCreary, supra* at 881), and which would likely be more strongly enforced by or required by Missouri's even higher wall requirement for state/religion separation.

There are reasons to believe that the precedents of the United States Supreme Court, as cited in the ADF Letter, are not particularly helpful in resolving the issue before the Boone County Commission. In the first place, it is noted that Missouri has, traditionally, been highly skeptical of any use of public funds (and by implication, public property), in any manner which would demonstrate a governmental preference for, or a governmental discrimination against any church, sect, creed or religion. The only federal cases, decided under the Establishment Clause, which deal with "passive monuments," appear to have involved the Ten Commandments. In fact, the three opinions relied upon by ADF in the ADF Letter (*Van Orden, Sumnum, and Mercer County*) all involve the Commandments. It is respectfully noted that each of the decisions in these cases, to the effect that the display of the Ten Commandments in question did not violate the Establishment Clause, was based upon a conclusion that the Commandments, under the circumstances, could be found to have been exhibited in honor of the American legal tradition or standards of social conduct, or historical traditions. See *Mercer County*, 432 F.3d at 640-41; *Van Orden*, 545 U.S. at 701 (Breyer, J., concurring) ("In certain contexts, a display of the tablets of the Ten Commandments can convey ... a secular moral message (about proper standards of social conduct). And in certain contexts, a display of the tablets can also convey a historical message (about a historic relation between those standards and the law)); and *Sumnum*, 555 U.S. at 483 (Scalia, J., concurring). The ichthys can't be said to have any such historical tradition or statement of societal values, aside from whatever can be implied through its representation of Jesus Christ. In fact, it appears that the use of this symbol has only relatively recently seen a resurgence as a sign of Christianity. See *Webb v. City of Republic, Mo.*, 55 F. Supp. 2d 994, 995-96 (W.D. Mo. 1999)⁸. Also potentially important is the fact that there is no indication on the Memorial itself that it was donated by anyone, much less an indication of who donated it (although the piece covering up the symbol does now state that it was donated in 1992).

So, we are forced to the conclusion that the Constitution of both the United States and Missouri require the Memorial's removal or Symbol removing alterations.

⁸ See also <http://www.biblestudy.org/biblepic/christian-fish-symbol.html> ("For whatever reason, the Ichthus or 'Jesus Fish' fell out of popular use for many years until the early 1970s. It experienced a resurgence in use beginning around 1973 and has since become a worldwide icon of the Christian faith.")

VIII. Passing Thoughts. While these thoughts are not particularly "legal" thoughts, we think that they do deserve some mention, at least in passing. The questions before the Boone County Commission, with respect to the Memorial, are not questions of "political correctness" or "political sensitivity." The questions, rather, are those of conformity with the law, by officials who are sworn to uphold the Constitution of the United States and Missouri. When there is substantial cause to believe that the law imposes a requirement on public officials, then, even if there are arguments that such requirement is not so imposed, in our view the officials are required to proceed on the basis of a good faith, well founded belief that the requirement exists. If there are those who disagree with this conclusion, then those who do so disagree can seek redress in the court. Here, it seems to us (and we respectfully conclude that):

1. The Symbol, the fish Symbol, the ichthys Symbol, is clearly, without argument, a Christian symbol;

2. The Symbol appears on the Memorial, which does not simply provide a memorial for the two individuals whose names appear thereon, but as a memorial or monument or expression of gratitude to other men and women who were spared in the Desert Storm operation, many of whom may well not have been Christian, or may have had faiths other than Christianity, or who may have had no faith at all;

3. The display of the Symbol on the Memorial, under these circumstances, could reasonably be found by reasonable persons to show that Boone County demonstrates a preference for Christianity, as opposed to other faiths or no faith at all, and the Memorial, therefore, in our view, violates the requirement for religious neutrality imposed upon governments by the federal Constitution, and more strongly imposed in Missouri by the Missouri Constitution.

Lest it be believed that this opinion is written by non-Christian secularists, let us abuse others of such a belief. The individual who signs this letter, and who has reached these conclusions, is a strong Christian, who even teaches courses in the science and art of Biblical interpretation. However, the issues here are not those of support for, or opposition of, Christianity, but rather are issues of support for the law. We are, in this country, constrained by the law. We must follow it.

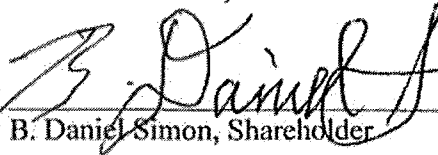
It is our opinion and belief that under all of these circumstances, and taking into account all of the arguments, and recognizing that there can be arguments against our position, the County Commission should modify the Memorial to eliminate the ichthys Symbol (as has been done in the past), or move the Memorial so as to remove it from the courthouse grounds. There are other ways, better ways, to memorialize the lives of the two men, Patrick Kelly Connor, and Steven Paul Farnen, not to mention the lives of others who have their lives in the ongoing Iraqi and Afghanistan struggles.

HAPPY TO DISCUSS

We would be happy to discuss these matters at any time in which you desire to engage in such discussions.

Respectfully submitted:
Brown Willbrand, P.C.

By:



B. Daniel Simon, Shareholder

Exhibit A - Photo of Memorial

Exhibit B - Photo of Memorial with plague covering Symbol

Exhibit C - ADF 6/6/2015 letter

Exhibit D - Wikipedia search results

OPERATION
DESERT STORM
PERSIAN GULF WAR
1990 — 1991

TO THE MEN WHO
GAVE THEIR LIVES
AND THE MEN AND
WOMEN WHO OFFERED
BUT WERE SPARED

PATRICK KELLY CONNOR
STEVEN PAUL FARNEN



"EXHIBIT — A

OPERATION
DESERT STORM
PERSIAN GULF WAR

1990 — 1991

TO THE MEN WHO
GAVE THEIR SERVICE
AND THE WOMEN AND
CHILDREN WHO SUPPORTED
THEM FROM HOME

WALTER KELLY CONNOR
SEVEN PAGE AIRMEN

DEDICATED
1991

EXHIBIT B



June 26, 2015

VIA EMAIL: Commission@boonecountymo.org

Mr. Dan Atwill
Ms. Karen Miller
Ms. Janet Thompson
Boone County Commissioners
Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201-7733

VIA EMAIL: cdykhouse@boonecountymo.org

Mr. Charles J. Dykhouse
Boone County Counselor
801 E. Walnut, Suite 211
Columbia, MO 65201

Re: Boone County, Missouri Courthouse Plaza
Operation Desert Storm Memorial

Dear Boone County Commissioners and Mr. Dykhouse:

I am writing on behalf of Alliance Defending Freedom ("ADF") to express our support for and encouragement of Boone County's display of the Operation Desert Storm Memorial (the "Memorial") in the original condition as donated. Our understanding is the original memorial contained a stylistic outline of a fish, sometimes referred to as an ichthus symbol. It is further our understanding that Americans United for Separation of Church and State has advised the County that displaying the Memorial with the ichthus is a violation of the so-called "separation of church and state." Based upon this inaccurate advice, the County covered up the ichthus on the Memorial, and is now considering moving the Memorial to a private site that is less visible and less accessible to the public. I am writing this letter to correct the advice that was given to you and to offer our assistance to the County—free of charge—to help craft a policy that respects the original design of the Memorial. If the County adopts a policy with ADF assistance, we will also defend the County in any legal challenge to that display with no fees or costs.

By way of introduction, ADF is a not-for-profit legal alliance of more than 2,400 attorneys and like-minded organizations defending the right of people to freely live out their faith. ADF exists to educate the public and the government about important constitutional rights, particularly the freedom of religious expression. We frequently defend these important freedoms in the courts, and through our offices across the country, ADF has been called upon to assist and

"EXHIBIT C "

successfully defend many public officials and legislative bodies on this and a variety of related issues. Last year, ADF successfully represented the Town of Greece, New York before the United States Supreme Court in a challenge to the Town's practice of opening its legislative sessions with a sectarian prayer. *Town of Greece v. Galloway*, 134 S.Ct. 1811 (2014).

The U.S. Constitution does not require the removal of religious symbols from memorials being displayed on public property. Permanent monuments on public property are typically considered to be government speech, even if they are paid for and donated by private parties.¹ Thus, any such monument must comply with the requirements of the First Amendment's Establishment Clause. In *Van Orden v. Perry*, the United States Supreme Court established the standard to determine whether a monument displayed on public property violates the Establishment Clause.² The monument at issue in *Van Orden* was a 6 foot by 3 foot memorial depicting the Ten Commandments, along with an eagle grasping the American flag, an eye inside of a pyramid, two small tablets with ancient script, and two Stars of David with superimposed Greek letters Chi and Rho, which represent Christ. The monument also contained an inscription noting that it was paid for and presented to the people of Texas by the Fraternal Order of Eagles. The monument was one of 17 monuments and 21 historical markers located on public property surrounding the Texas State Capitol. The purpose of the monuments and markers was to commemorate the "people, ideals, and events that compose Texas identity."³

The *Van Orden* Court held that the standard for applying the Establishment Clause to a passive monument is not the *Lemon*⁴ test that is applied in some other Establishment Clause contexts. Rather, the Court's "analysis is driven both by the nature of the monument and by our Nation's history."⁵ The Court explained that "[t]here is an unbroken history of official acknowledgment by all three branches of government of the role of religion in American life from at least 1789."⁶ The Court identified numerous other public buildings in which the Ten Commandments are displayed, including the Capitol and the Supreme Court building itself. The Court freely acknowledged that the Ten Commandments are religious and have religious significance. Nevertheless, "[s]imply having religious content or promoting a message consistent with religious doctrine does not run afoul of the Establishment Clause."⁷ Accordingly, the Court held that:

¹ *Pleasant Grove City, Utah v. Summum*, 129 S.Ct. 1125, 1138 (2009).

² 545 U.S. 677, 686 (2005).

³ *Id.* at 681.

⁴ *Lemon v. Kurtzman*, 403 U.S. 602, 612-613 (1971) set forth the following three part test for evaluating Establishment Clause claims: (1) whether the challenged law or conduct has a secular purpose; (2) whether its principal or primary effect is to advance or inhibit religion; and (3) whether it creates an excessive entanglement of government with religion.

⁵ *Van Orden*, 545 at 686.

⁶ *Id.*

⁷ *Id.* at 690.

Texas has treated its Capitol grounds monuments as representing the several strands in the State's political and legal history. The inclusion of the Ten Commandments monument in this group has a dual significance, partaking both of religion and government. We cannot say that Texas' display of this monument violates the Establishment Clause of the First Amendment.⁸

Several months after *Van Orden*, the Sixth Circuit was faced with another constitutional challenge to a Ten Commandments display in *ACLU v. Mercer County, Kentucky*.⁹ Applying the *Van Orden* standard, the *Mercer* Court first addressed the ACLU's argument that it was offended by the display:

Were we to focus on the perceptions of individuals, every religious display would be "necessarily precluded so long as some passersby would perceive a governmental endorsement thereof." Thus, we find unavailing the ACLU's own assertions that it finds the display offensive and that the display "diminishes [its] enjoyment of the courthouse." Religion does not become relevant to standing in the political community simply because a particular viewer of a governmental display feels uncomfortable. Our concern is that of the reasonable person. And the ACLU, an organization whose mission is "to ensure that . . . the government [is kept] out of the religion business," does not embody the reasonable person.¹⁰

The Sixth Circuit then addressed the ACLU's mistaken and repeated reference to "the separation of church and state":

This extra-constitutional construct has grown tiresome. The First Amendment does not demand a wall of separation between church and state. Our Nation's history is replete with governmental acknowledgment and in some cases, accommodation of religion. Thus, state recognition of religion that falls short of endorsement is constitutionally permissible.¹¹

In upholding the constitutionality of the Ten Commandments display, the Court concludes:

⁸ *Id.* at 691-692.

⁹ 432 F.3d 624 (6th Cir. 2005).

¹⁰ *Id.* at 638 (internal citations omitted).

¹¹ *Id.* (emphasis added); see also, *Smith v. Jefferson Cnty. Bd. of Sch. Comm'rs*, Case No. 13-5957, at P. 14 (6th Cir. June 11, 2015) (reaffirming *Mercer*'s holding that "the First Amendment does not demand a wall of separation between church and state.").

We will not presume endorsement from the mere display of the Ten Commandments. If the reasonable observer perceived all government references to the Deity as endorsements, then many of our Nation's cherished traditions would be unconstitutional, including the Declaration of Independence and the national motto. Fortunately, the reasonable person is not a hyper-sensitive plaintiff. Instead, he appreciates the role religion has played in our governmental institutions, and finds it historically appropriate and traditionally acceptable for a state to include religious influences, even in the form of sacred texts, in honoring American legal traditions.¹²

Several years after *Van Orden*, the Supreme Court, in *Summum*, was asked to determine whether a city's refusal to grant permission to a private party to erect a monument in a public park alongside other monuments, including a Ten Commandments monument, violated such party's freedom of speech.¹³ The Court held that the city did not violate the First Amendment free speech rights of the private party because the monuments constituted government speech, not private party speech.¹⁴ In its analysis, the Court addressed the question of whether a governmental entity necessarily adopts or embraces the message that the private party intends on conveying when the governmental entity accepts a monument to be placed on public property from a private party. The simple answer is no. "The meaning conveyed by a monument is generally not a simple one . . . Even when a monument features the written word, the monument may be intended to be interpreted, and may in fact be interpreted by different observers, in a variety of ways." The effect of monuments that do not contain text is likely to be even more variable.¹⁵ The Court concluded that:

Contrary to respondent's apparent belief, it frequently is not possible to identify a single "message" that is conveyed by an object or structure, and consequently, the thoughts or sentiments expressed by a government entity that accepts and displays such an object may be quite different from those of either its creator or its donor. By accepting a privately donated monument and placing it on city property, a city engages in expressive conduct, but the intended and perceived significance of that conduct may not coincide with the thinking of the monument's donor or creator. Indeed, when a privately donated memorial is funded by many small donations, the donors themselves may differ in their interpretation of the monument's significance. By accepting such a monument, a government entity does not

¹² *Id.* at 640-641 (internal citations omitted).

¹³ *Summum*, 129 S.Ct. at 1130.

¹⁴ *Id.* at 1138.

¹⁵ *Id.* at 1135.

necessarily endorse the specific meaning that any particular donor sees in the monument.¹⁶

Three important principles can be gleaned from *Van Orden* and *Summum*. First, the placement of a monument containing religious symbols or text, even overtly religious text such as the Ten Commandments, on public property along with other non-religious monuments cannot be presumed to violate the Establishment Clause. Second, the message conveyed by a monument varies and the message meant to be conveyed by the government may differ from the message intended to be conveyed by the private party. Third, a governmental entity does not necessarily endorse or accept the message of a private party by displaying a monument from such private party.

Applying these principles in the present matter, there is no reason to believe the Memorial violates the Establishment Clause. The Memorial is located on the Boone County courthouse lawn along with several other monuments honoring war veterans. As in *Van Orden*, the Memorial was commissioned by private individuals, paid for by private funds, and then donated to the County. Although I do not have a complete record surrounding the placement of the monuments, it appears that the monuments were placed on the courthouse lawn for the purpose of honoring the citizens of Boone County that have given their lives in defense of our liberty—not for a sectarian or religious purpose. Further, the inclusion of a religious symbol on a memorial is entirely consistent with America’s history of acknowledging the religious beliefs of the person for whom the memorial is erected. For example, religious symbols are replete throughout the memorials and tombstones in Arlington Cemetery and other military memorials located on federal government property. Accordingly, as with the Ten Commandments monuments in *Van Orden* and *Summum*, the inclusion of the ichthus on the Memorial at the Boone County Courthouse may be entirely consistent with the Establishment Clause. Thus, I would strongly encourage the County not to dishonor the sacrifice that Patrick Kelly Connor and Steven Paul Farnen have made for their country by removing the Memorial from the courthouse lawn, or censoring the Memorial through the covering up of the symbol that motivated their sacrifice.

We would be happy to discuss with you in detail how to best ensure that the public display of the monuments remains permissible and assist in any response to the demands placed upon you. For the sake of brevity, we have set forth here only a short summary of the recognized law. We can provide you with a much more detailed analysis of the controlling law and court opinions that may have an impact upon your courthouse display. Again, all of our legal services would be provided free of charge.

¹⁶ *Id.* at 1136.

Boone County Commissioners and Charles J. Dykhouse
June 26, 2015
Page 2

Alliance Defending Freedom and its allies stand ready and willing to defend the right to display religious messages on public property. If we may be of assistance, please do not hesitate to contact us.

Respectfully submitted,

/s/ Tyson C. Langhofer

Tyson C. Langhofer
Senior Counsel

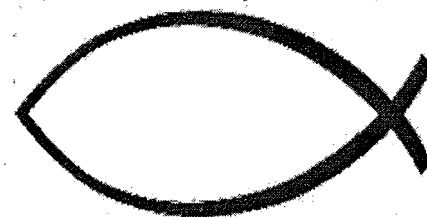
Ichthys

From Wikipedia, the free encyclopedia

The **ichthys** or **ichthus** (/ˈɪkθʊs/^[1]), from the Greek *ikhthys* (ἰχθύς, "fish"), is a symbol consisting of two intersecting arcs, the ends of the right side extending beyond the meeting point so as to resemble the profile of a fish. It was used by early Christians as a secret Christian symbol^[2] and now known colloquially as the "**sign of the fish**" or the "**Jesus fish**".^[3]

Contents

- 1 History
 - 1.1 Origins
 - 1.2 Symbolic meaning
 - 1.3 Fish in the Gospels
 - 1.4 Early church
- 2 Revival and adaptations of the symbol
 - 2.1 Popular culture
 - 2.2 Music festival
- 3 See also
- 4 References
- 5 External links



Ichthys as adopted as a Christian symbol.

History

Origins

Greeks, Romans, and many other pagans used the fish symbol before Christians. In pagan beliefs, Ichthys was the offspring of the ancient Sea goddess Atargatis, and was known in various mythic systems as Tirgata, Aphrodite, Pelagia, or Delphine. The word also meant "womb" and "dolphin" in some tongues. Before Christianity adopted the fish symbol, it was known by pagans as "the Great Mother", and "womb". Its link to fertility, birth, and the natural force of women was acknowledged also by the Celts, as well as pagan cultures throughout northern Europe. In certain non-Christian beliefs the fish also has been identified with reincarnation and the life force.^[4]

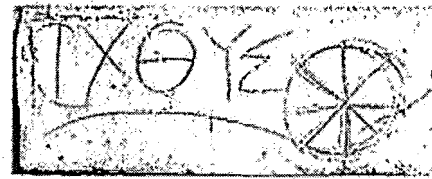
Symbolic meaning

ΙΧΘΥΣ (Ichthus) is an acronym/acrostic^[5] for "Ἰησοῦς Χριστός, Θεοῦ Υἱός, Σωτήρ", (Iēsous Christos, Theou Yios, Sōtēr), which translates into English as "Jesus Christ, Son of God, Saviour".

- Iota (i) is the first letter of *Iēsous* (Ἰησοῦς), Greek for "Jesus".
- Chi (ch) is the first letter of *Christos* (Χριστός), Greek for "anointed".
- Theta (th) is the first letter of *Theou* (Θεοῦ), Greek for "God's", the genitive case of Θεός, *Theos*, Greek for "God".

"EXHIBIT D cc

- Upsilon (y) is the first letter of (*h*)*uios*^[6] (Υἱός), Greek for "Son".
- Sigma (s) is the first letter of *sōtēr* (Σωτήρ), Greek for "Savior".



An early circular ichthys symbol, created by combining the Greek letters IXΘΥΣ, Ephesus.

This explanation is given among others by Augustine in his *Civitate Dei*,^[7] where he notes that the generating sentence "Ἰησοῦς Χριστός [sic] Θεοῦ Υἱός Σωτήρ" has 27 letters, i.e. 3 x 3 x 3, which in that age indicated power. (This suggestion is obviously spurious, resulting from Augustine's ignorance of Greek.)^[8] Augustine quotes also an ancient text from the Sibylline oracles^[9] whose verses are an acrostic of the generating sentence.

A fourth century A.D. adaptation of *ichthys* as a wheel contains the letters IXΘΥΣ superimposed such that the result resembles an eight-spoked wheel.^[10]

Fish in the Gospels

Fish are mentioned and given symbolic meaning several times in the Gospels. Several of Jesus' twelve Apostles were fishermen. He commissions them with the words "I will make you fishers of men".

Having resurrected, Jesus is offered some broiled fish and honeycomb in Luke 24:41-43.

At the feeding of the five thousand, a boy is brought to Jesus with "five small loaves and two fish". The question is asked, "But what are they, among so many?" Jesus multiplies the loaves and fish to feed the multitude. In Matthew 13:47-50, the Parable of Drawing in the Net, Jesus compares God's decision on who will go to heaven or to hell ("the fiery furnace") at the end of this world to fishers sorting out their catch, keeping the good fish and throwing the bad fish away. In John 21:11, it is related that the disciples fished all night but caught nothing. Jesus instructed them to cast the nets on the other side of the boat, and they drew in 153 fish. In Matthew 17:24-27, upon being asked if his Teacher pays the temple (or two-drachma) tax, Simon Peter answers yes. Christ tells Peter to go to the water and cast a line, saying that a coin sufficient for both of them will be found in the fish's mouth. Peter does this and finds the coin.

The fish is also used by Jesus to describe "the Sign of Jonah". (Matthew 12:38-45) This is symbolic of the resurrection of Christ upon which the entire Christian faith is based. (1 Corinthians 15:1-58)

Early church

According to tradition, ancient Christians, during their persecution by the Roman Empire in the first few centuries after Christ, used the fish symbol to mark meeting places and tombs, or to distinguish friends from foes:

According to one ancient story, when a Christian met a stranger in the road, the Christian sometimes drew one arc of the simple fish outline in the dirt. If the stranger drew the other arc, both believers knew they were in good company. Current bumper-sticker and business-card uses of the fish hearken back to this practice.

—*Christianity Today*, Elesha Coffman, "Ask The Expert"^[2]



Funerary stele with the inscription IXΘΥC ZΩNTΩN ("fish of the living"), early 3rd century, National Roman Museum

There are several other hypotheses as to why the fish was chosen. Some sources indicate that the earliest literary references came from the recommendation of Clement of Alexandria to his readers (*Paedagogus*, III, xi) to engrave their seals with the dove or fish. However, it can be inferred from Roman monumental sources such as the Cappella Greca and the Sacrament Chapels of the catacomb of St. Callistus that the fish symbol was known to Christians much earlier. Another probable explanation is that it is a reference to the scripture in which Jesus miraculously feeds 5,000 people with fish and bread (Matthew 14:15-21, Mark 6:30-44, Luke 9:12-17, and John 6:4-13). The *ichthys* may also relate to Jesus or his disciples as "fishers of men" (e.g., Mark 1:17).^[11] Tertullian, in his treatise *On Baptism*, makes a pun on the word, writing that "we, little fishes, after the example of our IXΘΥΣ Jesus Christ, are born in water."^[12] Still another explanation could be the reference to the sign of Jonah. Just like he was in the belly of a big fish, so Christ was crucified, entombed for three days, and then rose from the

dead.

Revival and adaptations of the symbol

Popular culture

The "Jesus Fish" was rebirthed in the early 1970s to become an icon of modern Christianity recognized around the world. It was caused through a chain of circumstances. First the Vietnam War caused distrust and peaceful rebellion within the younger generations of Americans and Australians. In 1973 they brought the symbol and message to the Aquarius Rock Festival in Nimbin, Australia. From there it became a household symbol around the world. Today, it can be seen as a decal or emblem on the rear of automobiles or as pendants or necklaces as a sign that the owner is a Christian. It is incorporated into business logos or in business advertisements and listings in telephone books. It is also seen on clothing. Versions of this include an Ichthys with "Jesus" or "IXΘΥΣ" in the center, or simply the Ichthys outline by itself.^[13]

Music festival

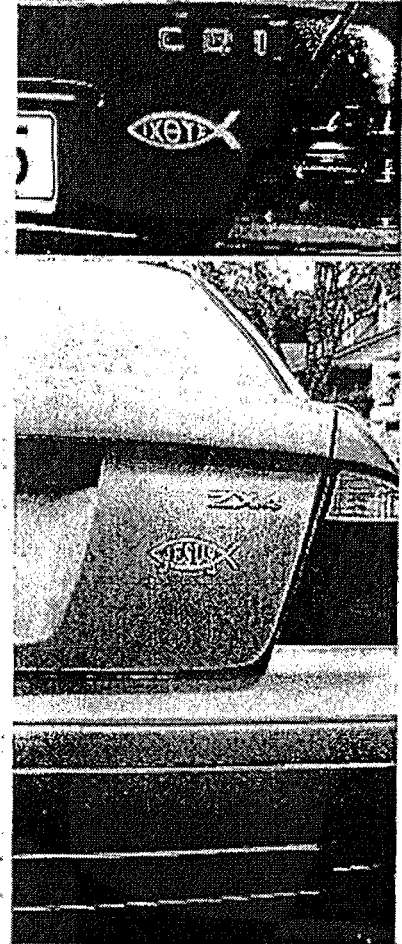
Ichthus Music Festival is an annual large outdoor Christian music festival held every year in mid-June in the town of Wilmore, Kentucky.

See also

- Ichthus Christian Fellowship
- Chi Rho and Labarum
- Awareness ribbon
- Variations of the ichthys symbol

References


1. "ichthus". *Oxford English Dictionary* (third ed.). 2007.
2. Elisha Coffman (August 8, 2008). "What is the origin of the Christian fish symbol?" (<http://www.christianitytoday.com/ch/asktheexpert/oct26.html>). Christianity Today.
3. "Evolution of religious bigotry" (<http://www.latimes.com/news/opinion/commentary/la-oe-goldberg1apr01,0,5893988.column>)
4. http://www.albatrus.org/english/religions/pagan/origin_fish_symbol.htm
5. Christian H. Bull, Liv Ingeborg Lied, John D. Turner, editors (2012). *Mystery and Secrecy in the Nag Hammadi Collection and Other Ancient Literature: Ideas and Practices* ([http://books.google.com/books?id=qCwaSTk5iEcC&pg=PA327&lpg=PA327&dq=eight-](http://books.google.com/books?id=qCwaSTk5iEcC&pg=PA327&lpg=PA327&dq=eight-spoked+wheel+ichthys&source=bl&ots=Ymy1KLiN9R&sig=HIMFpktTXJM34dIEHfsuOLkJbek&hl=en&sa=X&ei=IAEMUqfHBqLlyAH_mID4BA&ved=0CDoQ6AEwBDge#v=onepage&q=eight-spoked%20wheel%20ichthys&f=false)



The traditional Christian *Jesus fish* (top), with a Christian variation designed to promote evolutionary creationism (bottom)

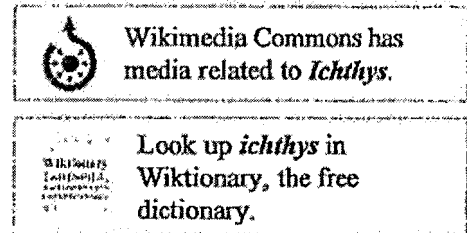
spoked+wheel+ichthys&source=bl&ots=Ymy1KLiN9R&sig=HIMFpktTXJM34dIEHfsuOLkJbek&hl=en&sa=X&ei=IAEMUqfHBqLlyAH_mID4BA&ved=0CDoQ6AEwBDge#v=onepage&q=eight-spoked%20wheel%20ichthys&f=false). Leiden, The Netherlands: Koninklijke Brill NV. p. 327. ISBN 978-90-04-21207-7.

6. The initial "h" was sometimes pronounced, depending on dialect and period, but in Ionic orthography the sound was written with the rough breathing diacritical mark instead of a full letter, and so would not be used to form an acronym)
7. Augustine. ☪ *The City of God*. Wikisource. XVIII, 23.
8. Bagatti, Bellarmino (1984). *The church from the circumcision: history and archaeology of the Judaeo-Christians*. Studium Biblicum Franciscanum, Collectio Minor, n.2. Jerusalem. p. 215.
9. Sibylline oracles, Book viii, 284-330 (Greek text, 217-250)
10. Christian H. Bull, Liv Ingeborg Lied, John D. Turner, editors (2012). *Mystery and Secrecy in the Nag Hammadi Collection and Other Ancient Literature: Ideas and Practices* (http://books.google.com/books?id=qCwaSTk5iEcC&pg=PA343&lpg=PA343&dq=eight-spoked+wheel+ichthys&source=bl&ots=Ymy1KLiN9R&sig=HIMFpktTXJM34dIEHfsuOLkJbek&hl=en&sa=X&ei=IAEMUqfHBqLlyAH_mID4BA&ved=0CDoQ6AEwBDge#v=onepage&q=eight-spoked%20wheel%20ichthys&f=false). Leiden, The Netherlands: Koninklijke Brill NV. pp. 340, 343. ISBN 978-90-04-21207-7.

11.  "Symbolism of the Fish". *Catholic Encyclopedia*. New York: Robert Appleton Company. 1913.
12. http://ccel.org/fathers2/ANF-03/anf03-49.htm#P11466_3245563 §1
13. "Christian symbols: Fish (Ichthus), cross and crucifix" (http://www.religioustolerance.org/chr_symb.htm). *religioustolerance.org*. Retrieved 22 April 2014. "The body of the symbol may be empty, or may contain a name ('Jesus' or 'ICTUS')."

External links

- Coins of the Emperor Augustus (<http://www.usask.ca/antiquities/coins/augustus.html>)
- Coins of the Emperor Domitian (<http://www.usask.ca/antiquities/coins/domitian.html>)
- earlychristians.org (<http://www.earlychristians.org>) on early Christians in general including martyrdom
- Ichthus Christian Fellowship (<http://www.ichthus.org.uk/>) A large Christian organisation in the UK led by Roger Forster
- Ichthus Music Festival (<http://www.ichthusfestival.org/>) The longest running Christian music festival in the nation having been started in 1970 as a Christian response to Woodstock.
- Principal Christian Symbols: The Fish (Ichthus), Cross & Crucifix (http://www.religioustolerance.org/chr_symb.htm) Extensive explanations on several popular Christian symbols, including the ichthys
- Symbolism of the Fish (<http://www.newadvent.org/cathen/06083a.htm>) - Catholic Encyclopedia article
- The Harvard Ichthus, Journal of Christian Thought (<http://harvardichthus.org>)



Retrieved from "https://en.wikipedia.org/w/index.php?title=Ichthys&oldid=668226423"

Categories: Acronyms | Christian symbols | Early Christian inscriptions | Roman-era Greek inscriptions | Christian terminology | Pictograms | Early Christian art

- This page was last modified on 23 June 2015, at 02:09.
- Text is available under the Creative Commons Attribution-ShareAlike License; additional terms may apply. By using this site, you agree to the Terms of Use and Privacy Policy. Wikipedia® is a registered trademark of the Wikimedia Foundation, Inc., a non-profit organization.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 15

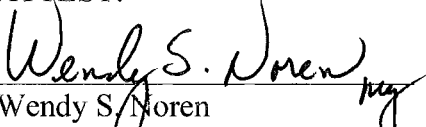
In the County Commission of said county, on the 11th day of August 20 15

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached policy relating to the acceptance of monuments and/or displays for the Boone County Courthouse plaza and grounds.

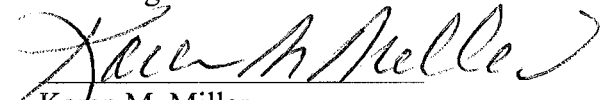
Done this 11th day of August, 2015

ATTEST:

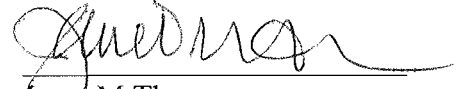

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY MONUMENTS/DISPLAYS POLICY

When considering the acceptance of donated monuments or displays for the Courthouse Plaza and the courthouse grounds, the County Commission of the County of Boone Shall consider all relevant factors, including but not limited to, the following:

1. Appropriateness of size, type, and character of the donated monument for the courthouse plaza property in light of existing monuments or displays, sidewalks, space limitations, desire for open or green space, and other public uses of the property.
2. Any safety concerns the proposed monument or display may create as any sort of hazard, attractive nuisance, or other safety concern to the members of the public using the property and/or county staff in maintaining the property.
3. The nature of the monument as a secular display that contains no religious symbols or messages and does not endorse any political cause, issue, or event.
4. Anticipated maintenance costs of the monument or display and availability of donations to absorb those on-going, anticipated costs.
5. Contribution of proposed monument or display as a memorialization of Boone County's history.
6. Contribution of the proposed monument or display as community art.

All donated monuments or displays shall become the property of Boone County, Missouri, and can be relocated or removed in the sole discretion of the County Commission.