

IN THE CIRCUIT COURT OF HENRY COUNTY, MISSOURI

**In re: Henry County, Missouri** )  
**Contracts with Beavertail Solar LLC** )  
**and Ranger Power LLC** )  
**Serve: Rick Watson** )  
**County Clerk, Henry Co., Mo** ) **Case No.**  
**100 West Franklin** )  
**Clinton, MO 64735** )

PETITION

Fifty resident, solvent, and responsible taxpayers of Henry County, Missouri (“Citizens”), for their petition for injunction into Henry County, Missouri Commission (the “County”) contracts with Beavertail Solar LLC and/or Ranger Power LLC (collectively referred to as the “Solar Companies”) state and aver:

1. RSMo. 49.500 requires this Court to conduct a “full investigation” into “any contract made and entered into by the county commission” whenever fifty (50) resident taxpayers petition the Court to do so.

2. The full text of RSMo. 49.500 reads as follows:

“Whenever any fifty resident, solvent and responsible taxpaying citizens of any county in the state shall have good reason to believe, and do believe, that any contract made and entered into by the county commission, with any person or corporation, affecting or concerning any public building, lands, moneys or property of the county in any manner whatever, or any extension of any such contract, was not made and entered into in good faith, or for a just consideration, and with due regard for the best interest of the county, or that any such contract previously entered into has not been carried out by the parties thereto in good faith and according to the terms of any such contract, they may bring a suit in the circuit court of any such county, praying that the matter may be inquired into, and thereupon the circuit court shall make a full investigation of the matters alleged, and shall have power

to set aside, reform or cause to be enforced any such contract, or any extension of any such contract, as the court shall deem best under the law and the facts. Should the petitioners fail to sustain their petition, they shall pay the costs; and all such proceedings shall be governed by the law relating to civil practice in circuit courts. The said petition shall be filed in the office of the clerk of the circuit court of said county; and thereafter the death, removal or disability of any one or more of such petitioners or plaintiffs shall not abate or affect the said suit.”

3. The Citizens petitioning this Court are:

Shields, Richard M	Branson, Robert	Cook, Cassie
Shields, Kimberly K	Briggs, Jason	Cook, Russell
Shields, Paul R	Bristow, Dwyne	Cornett, Rebecca
Acosta, Javier	Bristow, Pat	Cothorn, Amanda
Acosta, Shellene	Brownsberger, J.R.	Cothorn, Donald W
Abney, John	Brownsberger, Larry	Cothorn, Don
Abney, Joy	Carter, Kimberly	Cothorn, Esther
Anderson, Joseph	Carter, Wesley	Cummings, Susan
Anderson, Savannah	Church, Vicky	Dennis, Robert
Boehler, Doreen	Close, Jeff	Dennis, Crystal
Branson, Kimberly	Close, Sherrie	Dunn, Dale
Dunn, Dottie	Hart, Esther	Lasswell, Carrie
Emick-Conner, Brecklyn	Hart, Jeff	Lloyd, Jon
Endicott, Chad	Holt, Beth	Lloyd, Tiffany
Endicott, Jessica	Holt, Max	Lowe, Chris
Entrop, Kyle	Holt, Seth	Lowe, Gavin
Fluegel, Catherine	Hull, Sheryl	Mann, Thomas

Fluegel, Kurt	Kalwei, Anthony	Mann, Virginia
Fonke, Tracy	Kalwei, Patricia	McKee, George
Fonke-Smith, Denise	Kalwei, Ryan	Morgan, George
Galloway, Angela	Kidwilder, Deborah	Morgan, Bradley
Galloway, Bill	Kidwiler, Michael	Morgan, Christy
Grimes, Dale	Larson, Chace	Morgan, Lane
Grimes, Kelly	Lasswell, Dan	Mosley, Richard
Mosley, Susan	Mullis, Jerri	Myers, Bill
Myers, Chantel	Orr, Charlene	Parks, Brian
Plumlee, Brian	Plumlee, Teresa	Rosiere, Michael
Ross, Georgia	Ross, Paul	Rotert, Donald
Rotert, Elmer	Smith, Jennifer	Smith, Suzanne
Smith, Terry	Daniel, Chris	Daniel, Laura
Swaters, Andrew	Swaters, Adrienne	Taff, Layne
Taff, Rebecca	Thorngate, Mistie	Thorngate, Shane
Town, Chelsea	Town, Josiah	Town, Lydia
Vaughn, David	Westhusing, Dale	Westhusing, Phil
Westhusing, Vicki	Zimmerman, Shelly	Hilte, Monty

4. The Court has subject matter jurisdiction over this action pursuant to Mo. Const. Art. V, Sect. 14, and RSMo. 49.500.

5. Venue is proper in this Court under RSMo 508.010 and RSMo. 49.500.

6. On or about December 3, 2024, the County entered into contracts (the “Contracts”) with the Solar Companies to locate a six thousand (6,000) acre solar farm (the “Solar Farm”) in Henry County, Missouri.

7. Upon information and belief, the County did not seek out, inquire or negotiate with *any other* solar or power companies prior to entering into the Contracts.

8. Upon information and belief, the Solar Companies had been looking to enter Henry County since at least 2018.

9. Upon information and belief, the Solar Companies paid substantial sums of money to lobby County residents to support a public tax abatement for the Solar Farm.

10. The Contracts include, but are not limited to:

- RSMo. Chapter 100 Agreement
- Bond Purchase Agreement
- Guaranty Agreement
- Payment in Lieu of Taxes (“PILOT”) Agreement
- Road Use Agreement
- Land Use Agreement; and
- Trust Indenture

11. The County did not publicize its secret negotiations or conduct them in a transparent fashion, and when the Contracts finally came to light, two (2) County Commissioners (“Commissioners”) were voted out of public office due to their support for the Solar Farm and the Contracts that would establish it.

12. Upon information and belief, the County entered into the Contracts in a rushed fashion without proper consideration because two of the three (3) Commissioners had been voted out of office such that they could not approve the Contracts after proper due diligence had been conducted.

13. Some or all the aforementioned Contracts were voted on and approved during the “lame duck” session after the two incumbent County Commissioners were voted out of public office, but before the two new County Commissioners took office.

14. Upon information and belief, the incoming Commissioners would not have approved the Contracts.

15. The County Commission is made up of three Commissioners: a Presiding Commissioner, the South District Commissioner, and the North District Commissioner.

16. Thus, the “no” vote of the two incoming Commissioners would have defeated the Contracts.

17. Conversely, the “yes” vote of the two lame duck Commissioners was enough to approve the Contracts before they left office.

18. Upon information and belief, the County Commission held an improperly noticed public hearing on November 19, 2024.

19. Several Citizens have requested documents and information related to the Contracts and Solar Farm, and did not receive any materials from the County.

20. The Solar Farm is to be located within the Truman Lake watershed.

21. Upon information and belief, the County did not conduct an adequate environmental study on the Solar Farm's impact on Truman Lake, as well as other environmental concerns germane to the Solar Farm's location.

22. Upon information and belief, the County did not conduct an adequate conservation study on the Solar Farm's impact on local flora and fauna, as well as other environmental concerns germane to the Solar Farm's location.

23. The Citizens have good reason to believe, and do believe, that the Contracts were not made and entered into in good faith.

24. The Citizens have good reason to believe, and do believe, that the Contracts were not made and entered into with due regard for the best interest of the county.

25. The Citizens have good reason to believe, and do believe, that the Contracts have not been carried out by the parties in good faith.

26. The Citizens have good reason to believe, and do believe, that the Contracts have not been carried out according to the Contracts' terms.

27. Specifically, the Citizens allege that the County failed to adequately consider the following issues, including, but not limited to:

- Substantial loss of tax revenue
- Limited economic benefits of the Solar Farm
- Loss of prime agricultural land; and
- Loss of the County's rural character and scenic value.

28. RSMo. 49.500 requires this Court to conduct "a full investigation" of the Contract, when fifty (50) taxpaying citizens petition for such an investigation.

29. Here, over one hundred (100) Citizens are petitioning this Court for such an investigation.

30. The Solar Farm, while currently under construction, is expected to be operational in 2027, thus the investigation prayed for herein is timely.

31. The authority of the Court includes voiding the Contracts, setting them aside, reforming them, returning them to the Commissioners for proper consideration, all as the Court shall deem best.

WHEREFORE, the Citizens respectfully request that the Court conduct a full investigation into the Contracts, and after such investigation determine whether to set aside, reform, or enforce the Contracts as the Court deems just, and for all other relief the Court deems just and proper.

Respectfully submitted,

**MAUER LAW FIRM, P.C.**

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**ATTORNEYS FOR CITIZENS**