

IN THE COLE COUNTY CIRCUIT COURT
STATE OF MISSOURI

PRESERVE MONTGOMERY)
COUNTY, LLC,)
)
PLAINTIFF,)

v.)

Case No. _____)

MISSOURI DEPARTMENT OF)
ECONOMIC DEVELOPMENT,)
)
Serve:)
Director's Office)
Truman State Office Building)
301 W. High Street)
Jefferson City, Missouri 65101)

Division _____)

JURY TRIAL
REQUESTED

and)

MONTGOMERY COUNTY, MISSOURI,)
)
DEFENDANTS)

Serve:)
County Clerk)
211 E. Third St.)
Montgomery City, MO)

PETITION

COMES NOW Plaintiff, by and through counsel, pursuant to Rules 87 and 92, §§ 536.150 and 610.027, RSMo, and for its Petition states as follows:

Parties

1. Plaintiff – Preserve Montgomery County, LLC (“PMC”), is a Missouri limited liability company in good standing. PMC’s principal place of business is located in Montgomery County, Missouri. PMC was organized on December 27,

2025. Prior to its formation, PMC operated as an unincorporated association. The members and supporters of PMC are Montgomery County residents, property owners, and Missouri taxpayers.

2. Defendant-Missouri Department of Economic Development (“DED”) is a state agency created by Article VI, § 36(a) of the Missouri Constitution, which states DED “shall administer all programs provided by law relating to the promotion of the economy of the state, the economic development of the state, trade and business, and other activities and programs impacting on the economy of the state.” In connection with the acts and omissions outlined in the Petition, DED spends revenue derived from taxation.

3. Defendant – Montgomery County (“County”) is a third class county. In connection with the acts and omissions outlined in the Petition, the County spends revenue derived from taxation.

4. The County’s governing body is the Montgomery County Commission (“Commission”).

Jurisdiction and Venue

5. This Court has jurisdiction over this matter in accordance with Article III, § 3 of the Missouri Constitution. Venue is appropriate because DED is domiciled in Cole County.

Statement of Facts

Facts Concerning Data Centers

6. Data centers are large buildings that house rows of computer servers, data storage systems and networking equipment, as well as the equipment used for power and cooling systems.¹

7. A data center is proposed to be constructed on approximately 1,000 acres located at the northeast quadrant of the I-70 and Highway 19 interchange in Montgomery County, Missouri.²

8. The initial phase of the project includes construction of four buildings with 220,000 square feet under roof, multiple storm water management ponds on-site, three wells a wastewater treatment plant, and a water treatment plant.³

9. A second phase of construction includes an additional 13 structures on-site.

10. “AI data centers are built to run around the clock, with no tolerance for downtime. As a result, to ensure service continuity during grid outages, the rapid growth of AI data centers is accompanied by a surge in on-site backup generator installations. . . . The high emission rate from diesel backup generators, combined with extended operation for maintenance and non-emergency load shedding, could pose serious health risks to communities near large data centers.”⁴

¹ Pew Research Center, <https://www.pewresearch.org/short-reads/2025/10/24/what-we-know-about-energy-use-at-us-data-centers-amid-the-ai-boom/>.

² Montgomery County Planning & Zoning letter dated November 18, 2025.

³ *Id.*

⁴ Harvard Business Review, <https://hbr.org/2025/11/mitigating-the-public-health-impacts-of-ai-data-centers>.

11. “According to a recent report by the Lawrence Berkeley National Laboratory, U.S. data centers are projected to account for 6.7% to 12.0% of the nation’s total electricity consumption by 2028, up from 4.4% in 2023. As data centers continue to rely on the power grid as a primary energy supply, their soaring energy consumption could impose a substantial public health burden, driving the total health impact of U.S. data centers up to around \$20 billion per year by 2028.”⁵

12. “[A] typical AI-focused hyperscaler annually consumes as much electricity as 100,000 households.”⁶

13. “Most of the electricity used by data centers – about 60% on average, . . . powers the servers that process and store digital information. . . . The next-largest component of energy use at data centers are the cooling systems that prevent servers from overheating.”⁷

14. “Cooling systems consume 30-40% of total data center power, making them the second-largest electricity user. All IT equipment generates heat during operation, and maintaining optimal temperatures (typically 68-77°F) is critical for preventing equipment failure.”⁸

15. “The siting of AI data centers, especially those with on-site diesel generators and pollutant-intensive power generation, can directly worsen local air

⁵ *Id.*

⁶ Pew Research Center, <https://www.pewresearch.org/short-reads/2025/10/24/what-we-know-about-energy-use-at-us-data-centers-amid-the-ai-boom/>.

⁷ *Id.*

⁸ Independent Alliance of the Electrical Industry (IAEI), <https://iaeimagazine.org/electrical-fundamentals/how-much-electricity-does-a-data-center-use-complete-2025-analysis/>.

quality and health. . . To minimize the health burden, data center developers and operators should strategically choose locations that avoid exacerbating air pollution or health risks, guided by comprehensive, science-based health impact analyses.”⁹

*Facts Concerning the Missouri ARPA
Industrial Site Development Grant Program*

16. On July 17, 2023, the County entered into a *Grant Agreement, Industrial Site Development Grant Program*, with the Missouri Department of Economic Development (“DED”). A copy of the Grant Agreement is attached hereto and incorporated herein as Exhibit 1.

17. Paragraph 2.9 in the Grant Agreement states, “Grantee submitted an application for an industrial site development project, and DED approved the project for funding.”

18. Paragraph 10.1 of the Grant Agreement states, “DED will monitor the Project to evaluate Grantee’s compliance with Federal Statutes, regulations, and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.”

19. Paragraph 15.2 of the Grant Agreement states, “This Agreement is subject to the laws and regulations of the State of Missouri. Grantee must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.”

⁹ Harvard Business Review, <https://hbr.org/2025/11/mitigating-the-public-health-impacts-of-ai-data-centers>.

20. Paragraph 15.14 in the Grant Agreement states, “Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Grantee hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid court.”

Facts Concerning the Sunshine Law

21. The County Clerk is the County’s custodian of records for purposes of the Missouri Open Records Law, Chapter 610, RSMo (“Open Records Law” or “Sunshine Law”).

22. Defendants have a Facebook page, which is maintained by the County Clerk.

23. The County Clerk posts notices of upcoming Commission meetings on the County’s Facebook page.

24. The County Clerk posts public notices of upcoming Commission meetings on a clipboard kept in the Commission’s office in the County courthouse.

25. Copies of the public notices for the Commission’s public meetings held on July 28, 2025; August 18, 2025; September 11, 2025; October 2, 2025; October 6, 2025; October 16, 2025; October 20, 2025; November 3, 2025; November 20, 2025; December 18, 2025, December 22, 2025; December 29, 2025; January 12, 2026 and February 5, 2026 are attached hereto and incorporated herein as Exhibits 2 - 15, respectively.

26. The County Clerk prepares minutes of each Commission public meeting and posts copies of the minutes on the County Facebook page.

27. Copies of the minutes of the Commission's public meetings held on July 28, 2025; August 18, 2025; September 11, 2025; October 2, 2025; October 6, 2025; October 16, 2025; October 20, 2025; November 3, 2025; November 20, 2025; December 18, 2025, December 22, 2025; December 29, 2025; January 18, 2026; and February 5, 2026 are attached hereto and incorporated herein as Exhibits 16 - 29, respectively.

28. The County Clerk is responsible for fulfilling requests for records submitted to the County pursuant to the Open Records Law.

29. On October 22, 2025, PMC supporter Anna Farrar submitted an Open Records Law request to the County. A copy of this request is attached hereto and incorporated herein as Exhibit 30.

30. In its response dated November 19, 2025 to Exhibit 30, the County Clerk submitted an invoice for \$700.00 and stated the requested records are unavailable until payment was received. A copy of the County's invoice is attached hereto and incorporated herein as Exhibit 31.

31. On November 14, 2025, PMC supporter Brenda Buechele submitted an Open Records Law request to the County. A copy of this request is attached hereto and incorporated herein as Exhibit 32.

32. In its response dated December 1, 2025 to Exhibit 32, the County Clerk submitted an invoice for \$319.80 and stated the requested records are

unavailable until payment was received. A copy of the County's invoice is attached hereto and incorporated herein as Exhibit 33.

33. On December 26, 2025, Brenda Buechele submitted an Open Records Law request requesting a copy of the "Code of Ethics" for the Montgomery County Commission and County employees. A copy of this request is attached hereto and incorporated herein as Exhibit 34.

34. In its response dated January 14, 2026, the County Clerk stated, "No separate or consolidated 'Code of Ethics' document has been identified in the records of this office," and no responsive documents were provided in response to the request. A copy of the County's response is attached hereto and incorporated herein as Exhibit 35.

35. The July 1, 2024 Commission meeting minutes state, "CODE OF ETHICS, A motion was made by Dave Teeter, 1st District Commissioner and seconded by Doug Lensing, 2nd District Commissioner, to approve the Code of Ethics. A copy was sent to the Ethics Commission." A copy of the July 1, 2024 Commission minutes is attached hereto and incorporated herein as Exhibit 36.

36. On January 22, 2025, Jeffery Law Group, LLC, submitted an Open Records Law request to the County. A copy of the request is attached hereto and incorporated herein as Exhibit 37.

37. In its response dated January 27, 2026 to Exhibit 37, the County Clerk submitted an invoice for \$200.00 and stated the requested records are unavailable

until payment was received. A copy of the County's invoice is attached hereto and incorporated herein as Exhibit 38.

Facts Concerning Non-Disclosure Agreements

38. On July 21, 2025, Presiding Commissioner Poston, Commissioner Lensing, and Commissioner Teeter executed Non-Disclosure Agreements. Copies of the three Non-Disclosure Agreements are attached hereto and incorporated herein as Exhibit 39.

39. None of the three Non-Disclosure Agreements indicate the subject matter of the agreement or the "Company" with which the agreement is entered.

Facts Concerning the County's "Frequently Asked Questions"

40. On October 23, 2025, the County issued a "Frequently Asked Questions" fact sheet ("FAQ Sheet"). A copy of the FAQ Sheet is attached hereto and incorporated herein as Exhibit 40.

41. In the FAQ Sheet, the County stated, "Q. How much electricity and water do data centers use? A. Specific usage amounts are unknown at this time."

42. In the FAQ Sheet, the County stated, "Q. How will Montgomery County data centers be cooled? A. There are currently no plans for a data center to be located in Montgomery County; therefore, the specific cooling technique is unknown at this time."

43. In the FAQ Sheet, the County stated, "Q. What about heat, noise, or light from the facility? Are there concerns about groundwater contamination or PFAS? Will nearby residents experience increased traffic or dust? Are there plans

for landscaping or visual screening? A. All excellent questions - but currently unknown. These details will depend on the future project applicant and the siter plan review process.”

Facts Concerning the Chapter 100, RSMo Project

44. Gilmore & Bell, P.C. prepared a document titled, “Plan for an Industrial Development Project and Cost/Benefit Analysis for Amazon Data Services, Inc.” (“the Plan”). A copy of the Plan is attached hereto and incorporated herein as Exhibit 41.

45. The parties to the Plan are the County and Amazon Data Services, Inc. (“AWS”).

46. The Plan concerns a project by AWS “to install and equip personal property at the Company’s new data center to be located on approximately 900 acres in the County (the ‘Project Site’). The Project consists of acquiring and installing certain personal property, including computer servers and processors (the ‘Project Equipment’) for use at the Project Site” (“the AWS Project”).

47. The “Purpose” for the Plan is “to satisfy the requirements of the Act [§§ 100.010 – 100.200, RSMo and Article VI, § 27(b) of the Missouri Constitution] and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.”

48. Under the Plan, the County will issue up to \$35,000,000,000.00 (\$35B) in taxable industrial revenue bonds to finance the costs of the Project for the benefit of AWS.

49. The Plan states, *inter alia*, “If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (sometimes referred to as ‘PILOTs’). The amount of PILOTs is negotiable...”

50. The Plan states, *inter alia*, “For purposes of this Plan, the Company has provided information on two different scenarios regarding the completion of the Project. The minimum scenario (the ‘Minimum Scenario’) anticipates the construction of approximately four buildings at the Project Site. The maximum scenario (the ‘Maximum Scenario’) anticipates the construction of approximately 17 buildings at the Project Site.”

51. The Plan states, *inter alia*, “In the Minimum Scenario, the Company estimates the total acquisition of the Project Equipment, including freight, installation and sales taxes, would cost approximately \$8.5 billion.”

52. The Plan states, *inter alia*, “In the Maximum Scenario, the Company estimates the total acquisition of the Project Equipment, including freight, installation and sales taxes, would cost approximately \$35 billion.”

53. The Plan states, *inter alia*, “Although the Company expects to invest at least the Minimum Scenario, the Bond documents will not obligate the Company to

do so, nor will they require the Project Site Improvements or Public Improvements to be completed.”

54. The Plan states, *inter alia*, “The County will lease the Project Equipment to the Company. The payments under the lease agreement will collectively equal the principal of and interest on the Bonds, plus certain PILOTs. Under the terms of the lease agreement, the Company will have the option to purchase the Project Equipment at any time for nominal consideration.”

55. The Plan states, *inter alia*, “If this Plan is approved by the County, the County intends to issue the Bonds, take possession of the Project Equipment and extend partial personal property tax abatement to the Company.”

56. The Plan provides for a “25-year partial personal property tax abatement period” during which time AWS will make certain payments and PILOTs.

57. During the period 2028 to 2032, AWS will make an annual fixed payment of \$3M to be divided proportionately among all taxing jurisdictions, other than the ambulance and fire districts, which will receive 100% of the *ad valorem* personal property taxes that would otherwise be due on the Project Equipment.

58. During the period 2033 to 2042, AWS will pay 5% of the *ad valorem* personal property taxes that would otherwise be due on the Project Equipment to all taxing jurisdictions, other than the ambulance and fire districts, which will receive 100% of the *ad valorem* personal property taxes that would otherwise be due on the purchase of the Project Equipment.

59. During the period 2043 to 2052, AWS will pay 25% of the *ad valorem* personal property taxes that would otherwise be due on the Project Equipment to all taxing jurisdictions, other than the ambulance and fire districts, which will receive 100% of the *ad valorem* personal property taxes that would otherwise be due on the purchase of the Project Equipment.

60. The Plan states, *inter alia*, “This Plan includes assumptions that impact the amount of the abatement proposed for the Project Equipment. See Attachment A for a summary of these assumptions.”

61. The “Assumptions,” listed in Attachment A to the Plan, include,

A. “The Project Site and all improvements thereon will be assessed every odd year, in accordance with Missouri law. The appraised value of the real property will increase by 2% for each biennial assessment;”

B. “The assessed value of the Project Equipment is calculated using the following formula: (Acquisition Costs * 75% * Depreciation Factor) * Assessment Ratio of 33-1/3%;”

C. “The tax rates used in this Plan reflect the rates in effect for the 2025 tax year. The tax rates were held constant through the 2052 tax year.”

62. The Plan states under the “Minimum Scenario,” the total amount of tax abatement over the period 2028 to 2052 is “\$244,078,163.”

63. The Plan states under the “Maximum Scenario,” the total amount of tax abatement over the period 2028 to 2052 is “\$982,437,754.”

64. On December 10 and 17, 2025, a “Public Notice, Montgomery County Taxing District Hearing” was published in a local newspaper, which notice stated, in part, “The Montgomery County Commission will hold a Taxing District Hearing on December 18, 2025 at 11:00 a.m. at the Montgomery County Courthouse in Montgomery City, MO. The purpose of this hearing is to provide information to the county’s taxing districts regarding a new industrial development project locating within Montgomery County and its anticipated impact on tax assessments and tax distribution.” A copy of the Public Notice is attached hereto and incorporated herein as Exhibit 48.

65. On December 18, 2025, the Commission passed a Resolution approving the Plan. A copy of the Resolution is attached hereto and incorporated herein as Exhibit 42.

66. The Commission did not at any time prior to the approval of the Plan attempt to negotiate the amount of the PILOTs or any other provision in the Plan.

Facts Concerning the Bond Order

67. On December 29, 2025, the Commission passed an Order authorizing Defendant to issue taxable industrial revenue bonds for the AWS Project. A copy of the December 29, 2025 Order is attached hereto and incorporated herein as Exhibit 43.

68. In the December 29, 2025 Order, the Commission ratified and confirmed its approval of the Plan.

Facts for the Infrastructure and Funding Agreement

69. On January 12, 2026, the Commission approved the Infrastructure and Funding Agreement with NorthPoint Development, LLC (“the Development Agreement”).

70. On February 5, 2026, the Commission executed the Development Agreement with NorthPoint Development, LLC. A copy of the Development Agreement is attached hereto and incorporated herein as Exhibit 43.

71. Under the Development Agreement, the Developer will make certain public improvements as described in ¶ I.A.1 – 5 in the Development Agreement.

72. Under the Development Agreement, the Developer will pay certain costs, fees, and contributions as described in ¶ I.B. 1 – 6 in the Development Agreement.

73. The Development Agreement states, *inter alia*, “The Developer shall use commercially reasonable efforts to contract for and utilize in-state workers and skilled workers and/or union labor in the construction and development of the Project and perform the Public Improvements contemplated by this Agreement.”

74. The Development Agreement states, *inter alia*, “Where commercially reasonable, the Developer shall give preference to firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals in the construction and development of the Project and Public Improvements.”

75. Under ¶ III in the Development Agreement, if the County exercises its “absolute right ... in its sole and absolute discretion,” and “rejects or otherwise

terminates further consideration of or implementation of the Project, does not issue the Chapter 100 bonds, cancels the Chapter 100 bonds, or terminates any of the Project documents ...,” the County may terminate the Development Agreement.

76. Under ¶ IV.M in the Development Agreement, “the County, its officials, agents, employees, attorneys, and representatives, the County Attorney and Bond Counsel shall not be liable to the Developer for damages or otherwise if this Agreement is invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction ...”

Facts Concerning CDM Fact Sheet on Water Usage

77. In December 2025, CDM Smith, “a global engineering and construction firm specializing in water, environment, transportation, energy, and facilities,” prepared a “Fact Sheet” concerning water usage for the Project (“CDM Fact Sheet”).

A copy of the CDM Fact Sheet is attached hereto and incorporated herein as Exhibit 45.

78. The CDM Fact Sheet states, *inter alia*, “The New Florence data center is south of Hudson Road and west of Ellis Road, on the eastern side of New Florence, Missouri. The data center needs water for two main ongoing uses: cooling the center’s computer servers and drinking water. To supply the data center’s water needs for cooling, water will be sourced from deep within the Cambrian-Ordovician aquifer. The data center developer will install new wells drilled as deep as 1,500 feet to avoid interfering with existing local private wells....”

79. The CDM Fact Sheet states, *inter alia*, “The Cambrian-Ordovician aquifer is made of limestone and dolomite sedimentary rock in which water can be tapped by installing groundwater wells. The aquifer is extensive and occurs throughout the northern part of Missouri, including Montgomery County where the data center is located.”

80. The CDM Fact Sheet states, *inter alia*, “The Missouri Department of Natural Resources (MoDNR) has studied this aquifer, which holds more than 23 trillion gallons of groundwater, and determined that recharge to the aquifer in 2060 (35 years in the future) will still significantly exceed the amount of water withdrawn by all other users. MoDNR estimates that in 2060, nearly five times more water will flow into the system than will be used by all other expected water users. This demonstrates plenty of water is available for the data center water use, which will be a very small fraction of the sustainable supply now and well into the future.”

81. The CDM Fact Sheet does not provide any specific information regarding the expected water usage by the data center and the Project on either an annual basis or over the expected 25-year period of the Project.

82. The CDM Fact Sheet does not state that the MoDNR estimates concerning the aquifer in 2060 are based on a 2020 MoDNR water resources report, and such report and estimates do not include any data or information concerning water usage and aquifer drawdown by the data center or the Project.

Facts Concerning GeoSyntec Memo

83. On December 5, 2025, GeoSyntec Consultants issued a memorandum to the Developer concerning an aquifer assessment at the Project Site (“GeoSyntec Memo”). A copy of the GeoSyntec Memo is attached hereto and incorporated herein as Exhibit 46.

84. The GeoSyntec Memo states, *inter alia*, “This assessment included a desktop review of regionally available data and drilling of an onsite test well and two observation wells. One existing well, the shallow well, was also used during this assessment.”

85. The GeoSyntec Memo states, *inter alia*, “To gather site-specific information, a 72-hour pumping test was conducted using the test well as the pumping well and the three additional wells as the observation wells.”

86. The GeoSyntec Memo states, *inter alia*, “During this test, one well was pumped at the volume similar to the proposed peak usage and the aquifer was observed using three additional wells (two of the same depth, and one shallower well). The proposed peak usage is a conservative estimate that was calculated using the hottest peak day over the last 30 years.”

87. The GeoSyntec Memo states, *inter alia*, “The results of the onsite pumping test and the 2D model suggest (1) the aquifer is productive and reliable, and (2) pumping could be conducted onsite at the proposed maximum rate for up to 15-days with minimal (≤ 0.25 ft) impact at the property boundary.”

88. The GeoSyntec Memo does not provide any information regarding the expected water usage by the data center and the Project on either an annual basis or over the expected 25-year period of the Project.

89. The GeoSyntec Memo does not provide any information in its pumping test results concerning the impact to the water level in the shallow well, or concerning the quantity or the rate of groundwater pumped during the 72-hour pumping test.

90. The GeoSyntec Memo does not provide any information in its “Conclusion” concerning the “proposed maximum rate” of pumping.

91. The GeoSyntec Memo does not address or support the claim in the CDM Fact Sheet that the use of a 1,500 deep well by the data center will “avoid interfering with existing local private wells.”

Facts Concerning AWS Letter to Commission

92. On December 10, 2025, AWS sent a letter to the Commission. A copy of the AWS letter is attached hereto and incorporated herein as Exhibit 47.

93. In Exhibit 47, AWS stated, “Two independent engineering firms, CDM Smith and GeoSyntec Consultants, confirmed that the underlying aquifer is healthy and contains abundant water volumes of more than 23 trillion gallons, with only 8% of the aquifer’s annual safe yield currently being used. Their third-party reports highlight that the data center’s water usage will amount to just 0.03% of the aquifer’s safe yield based on annual average aquifer recharge. Additionally, the

data center’s use of water from deep nearby wells is not expected to impact aquifer levels or local drinking water systems.”

94. In Exhibit 47, AWS stated, “The Missouri Department of Natural Resources (MoDNR) estimates that by 2060, groundwater recharge will still be nearly five times greater than total water withdrawn by all users in the area. This demonstrates that substantial water supplies are available to support Project Green data center operations, both now and in the future, representing only a small fraction of sustainable supply.”

COUNT I – Failure to Post Reasonably Accessible Public Notices

95. PMC restates and incorporates all the allegations made in paragraphs 1 to 94.

96. In accordance with § 610.020.1, RSMo, Defendants have a legal duty to “give notice of the time, date, and place of each [public] meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered.”

97. In accordance with § 610.020.1, such notice shall include “posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists, at the building in which the meeting is to be held.”

98. The County’s actions in posting copies of the public notices reflected in Exhibits 2 - 15 on the County’s Facebook page and a clipboard in the Commission

office do not reasonably advise the public of the time, date, and place of the meeting or the matters to be considered during such public meetings.

99. The County’s actions in posting copies of the public notices reflected in Exhibits 2 - 15 on the County’s Facebook page and on a clipboard in the Commission office is in breach of the legal duty imposed by § 610.020.1 to “give notice of the time, date, and place of each [public] meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered.”

100. The County’s actions in only posting public notices on Facebook and on a clipboard in the Commission office were done with a conscious design, intent, or plan to not make the general public aware of the time, date, and place of Commission meetings, and such actions constitute knowing or purposeful violations of the Open Records Law, Chapter 610, RSMo.

COUNT II – Failure to Post Tentative Agendas Reasonably Advising the Public of the Matters to be Considered

101. PMC restates and incorporates all the allegations in paragraphs 1 to 100.

102. The County’s actions in posting the public notices reflected by Exhibits 2- 15 failed to reasonably advise the public of the matters to be considered during such meetings, and such actions are in breach of the legal duty imposed by § 610.020.1 to “give notice of the time, date, and place of each [public] meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered.”

103. The County's actions in not posting public notices with accurate tentative agendas reasonably advising the public of the matters to be considered was done with a conscious design, intent, or plan to not make the general public aware of the matters to be considered during such meetings, and such actions constitute knowing or purposeful violations of the Open Records Law, Chapter 610, RSMo.

COUNT III – Failure to Post Proper Public Notice of Matters Related to the Data Center and the Project

104. PMC restates and incorporates all the allegations in paragraphs 1 to 103.

105. The tentative agendas included in Public Notices shown in Exhibits 11, 13, 14, and 15 do not accurately reflect the nature and scope of the action to be considered by the Commission concerning the data center and the Project in a manner reasonably calculated to advise the public of the matters to be considered during these public meetings.

106. The tentative agenda included in the public notice for the December 18, 2025 Commission meeting – Exhibit 11 - fails to reasonably advise the public that the Commission will take-up, discuss, and vote on the 'Plan for an Industrial Development Project and Cost/Benefit Analysis for Amazon Data Services, Inc.," as reflected in the Minutes as shown in Exhibit 25.

107. The tentative agenda included in the public notice for the December 29, 2025 Commission meeting - Exhibit 13 - fails to reasonably advise the public that the Commission will take-up, discuss, and vote on a Resolution for the County

to issue \$35 billion in industrial development bonds, as reflected in the Minutes as shown in Exhibit 27.

108. The tentative agenda included in the public notice for the January 12, 2026 Commission meeting – Exhibit 14 - fails to reasonably advise the public that the Commission will take-up, discuss, and vote on the Development Agreement, as reflected in the Minutes as shown in Exhibit 28.

109. The tentative agenda included in the public notice for the February 5, 2026 Commission meeting – Exhibit 15 - fails to reasonably advise the public that the Commission will take-up, discuss, and execute the Development Agreement.

110. The County’s actions in failing to provide an accurate tentative agenda reasonably advising the public that matters related to the data center Project that would be considered at the Commission’s December 18, 2025, December 29, 2025, January 12, 2026, and February 5, 2026 meetings are in breach of the legal duty imposed by § 610.020.1 to “give notice of the time, date, and place of each [public] meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered.”

111. The County’s actions in not posting an accurate tentative agenda, as reflected in Exhibits 11, 13, 14, and 15, in a manner reasonably advising the public of the matters of be considered at these Commission meetings were done with a conscious design, intent, or plan to not make the general public aware that the

Commission would consider matters related to the data center Project during such

meetings, and such actions constitute knowing or purposeful violations of the Open Records Law, Chapter 610, RSMo.

COUNT IV – Conducting Unlawful Closed Sessions

112. PMC restates and incorporates all the allegations in paragraphs 1 to 111.

113. During the Commission meetings on October 6, 2025, November 20, 2025, December 18, 2025, and February 5, 2026, the Commission conducted closed sessions.

114. Exhibit 20, the October 6, 2025 Commission Minutes, states the Commission went into closed session in accordance with “610.021.1.”

115. Exhibit 24, the November 20, 2025 Commission Minutes, states the Commission went into closed session in accordance with “610.021.1.”

116. Exhibit 25, the December 18, 2025 Commission Minutes, states the Commission went into closed session in accordance with “610.021(13).”

117. There is no statutory provision numbered “610.021.1;” therefore the Commission conducted unlawful closed sessions on October 6, 2025 and November 20, 2025 in violation of § 610.022, RSMo.

118. On information and belief, the Commission discussed matters concerning the data center and the Project during the October 6, 2025, November 20, 2025, December 18, 2025 and February 5, 2026 closed sessions, in violation of §610.022, RSMo.

119. The Commission's closed sessions on October 6, 2025, November 20, 2025, December 18, 2025, and February 5, 2026 were done with the conscious design, intent, or plan to not make the general public aware of the matters actually taken-up, considered, and voted on during such closed sessions, and such actions were done with the intent to evade the requirements of the Open Records Law, Chapter 610, RSMo.

COUNT V – Charging Unlawful and Excessive Fees
To Respond to Sunshine Requests

120. PMC restates and incorporates all the allegations in paragraphs 1 to 119.

121. The Open Records Law requests shown in Exhibits 30, 32, and 37 did not request access to any “public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches.”

122. The Open Records request shown in Exhibit 37 did not request the County to produce any copies.

123. In accordance with § 610.026.1, RSMo, the County may charge fees for certain activities in connection with responding to an Opens Records Law request.

124. In accordance with § 610.026.1(1), the County may charge ten cents per page for copying fees.

125. In accordance with § 610.026.1(2), the County may charge for certain “staff time.”

126. What constitutes “staff time is defined in *Gross v. Parson*, 624 S.W. 3d 877, 888 (Mo. banc 2021).

127. “‘Staff time’ is defined as the time required to provide “access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items,’ which may include programming, and to make ‘paper copies larger than nine by fourteen inches.”

128. Because the Open Records Law requests shown in Exhibits 30, 32, 37 did not seek any of the types of records listed in § 610.026.1(2), the County’s invoices shown in Exhibits 31, 33, and 38 are excessive and unlawful in violation of § 610.026.1.

129. The County’s actions in charging excessive and unlawful fees were done with a conscious design, intent, plan to discourage and hinder the ability of the general public from obtaining records from the County, and such actions constitute knowing or purposeful violations of the Open Records Law, Chapter 610, RSMo.

COUNT VI – Failure to Provide Notice
Required by § 100.059, RSMo

130. PMC restates and incorporates all the allegations in paragraphs 1 to 129.

131. Section 100.059.1, RSMo requires the County provide not less than twenty days notice to all affected taxing jurisdictions before approving the Plan.

132. Exhibit 48, the Public Notice of the “Taxing District Hearing,” was published in a local newspaper on December 10 and 17, 2025, which are not at least 20 days prior to December 18, 2025.

133. The County failed to reasonably provide the required 20 days’ notice prior to conducting the “Taxing District Hearing” on December 18, 2025 when the Commission approved the “Plan for an Industrial Development Project and Cost/Benefit Analysis for Amazon Data Services, Inc.,” in violation of § 100.059.1, RSMo.

134. The County’s failure to reasonably provide public notice as required by § 100.059.1 at least 20 days prior to December 18, 2025 was done with a conscious design, intent, or plan to not make all affected local taxing jurisdictions and the general public aware of the proposed approval of the Plan.

COUNT VII – Failure to Post 24 Hours Notice of Commission Meeting

135. PMC restates and incorporates all the allegations in paragraphs 1 to 134.

136. Section 610.020.2, RSMo requires the Public Notice for any Commission meeting “shall be given at least twenty-four hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body. . . .”

137. Exhibit 15 is the Public Notice for the February 5, 2026 Commission meeting.

138. Based on the handwritten notation by the County Clerk's office, Exhibit 15 was posted at "12:40 p.m. 2-4-2026."

139. Exhibit 15 states the February 5, 2026 Commission meeting was to begin at 9:00 a.m.

140. The February 5, 2026 Commission meeting was held on less than 24 hours notice, in violation of § 610.020.2, RSMo.

141. In accordance with § 610.027.5, RSMo, all actions taken during the February 5, 2026 Commission meeting, including the execution of the Development Agreement, are void.

COUNT VIII - Failure to Adequately Evaluate Water Usage

142. PMC restates and incorporates all the allegations in paragraphs 1 to 141.

143. Based on its statements in Exhibit 40, the FAQ Sheet, as of October 23, 2025, the County had no specific information concerning the Project's water and electricity usage.

144. The areal extent of the Cambrian-Ordovician aquifer underlying Montgomery County that is addressed in the 2020 MoDNR water resources study covers an area of approximately 8,000 square miles.

145. The GeoSyntec Memo confirms that the pumped extraction of groundwater in the immediate area of the Project will result in a drawdown in the local aquifer.

146. The CDM Fact Sheet states MoDNR “has studied this aquifer, which holds more than 23 trillion gallons of groundwater, and determined that recharge to the aquifer in 2060 (35 years in the future) will still significantly exceed the amount of water withdrawn by all other users.”

147. The 2020 MoDNR water resources study did not consider the potential effects from the water usage and drawdown of the local aquifer by the Project, which was not even contemplated in 2020.

148. The CDM Fact Sheet, Exhibit 45, and AWS letter, Exhibit 47, take the conclusions in the 2020 MoDNR water resources study completely out of proper context in an effort to persuade the County that the water usage and drawdown to the local aquifer caused by the Project will not be a concern.

149. As of February 5, 2026, the County had not conducted its own independent review using a qualified registered hydrogeologist of the matters addressed in the CDM Fact Sheet, GeoSyntec memo, or AWS letter.

150. The Commission approved the Plan, Order, and Development Agreement in reliance on the statements contained in the GeoSyntec Memo, the CDM Fact Sheet, and the AWS letter concerning the purported MoDNR conclusion that there is plenty of groundwater “to support additional water use.”

151. On information and belief, the water usage and drawdown to the local aquifer that could be caused by the Project will adversely affect County residents, as well as all persons and entities who rely on well water drawn from the local aquifer.

152. In approving the Plan, Bond Order, and Development Agreement, the Commission failed to adequately consider and evaluate all the relevant facts and the harm that could be caused to County residents, as well as all persons and entities who rely on well water drawn from the local aquifer.

153. Because the Commission failed to adequately evaluate the relevant facts and the harm that will result from the water usage and drawdown of the local aquifer caused by the Project, the Commission's decisions approving the Plan, Bond Order, and Development Agreement are not based on competent and substantial evidence and are arbitrary, capricious, unreasonable, and unlawful.

COUNT IX – Failure to Adequately Evaluate Tax Abatement

154. Plaintiff restates and incorporates all the allegations in paragraphs 1 to 153.

155. Section II in the Plan states, If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make payments in lieu of taxes (sometimes referred to as 'PILOTs'). The amount of PILOTs is negotiable....”

156. In reviewing the Plan, the Commission failed to adequately evaluate the relevant facts regarding the proposed *ad valorem* tax abatement.

157. The Plan assumes, without any factual support, that real property values will increase 2% per year from 2028 through 2052.

158. The Plan assumes, without any factual support, that current tax rates will remain constant from 2028 to 2052.

159. The Plan fails to consider or discuss the effects of inflation during the period 2028 to 2052.

160. In Section IV.B, the Plan states, “Although the Company expects to invest at least the Minimum Scenario, the Bond documents will not obligate the Company to do so, nor will they require the Project Site Improvements or Public Improvements to be completed. The actual investment could be anything less than the Maximum Scenario.”

161. There is no competent and substantial evidence to show that the Commission adequately evaluated these assumptions in the Plan or the statements that “the Bond documents will not obligate the Company to do so, nor will they require the Project Site Improvements or Public Improvements to be completed. The actual investment could be anything less than the Maximum Scenario.”

162. Because the Commission failed to adequately evaluate these assumptions and statements, and failed to negotiate the amount of PILOTs to be paid to the affected local taxing jurisdictions, the Commission’s approval of the Plan and its resulting approvals of the Bond Order, and Development Agreement are not based on competent and substantial evidence and are arbitrary, capricious, unreasonable, and unlawful.

COUNT X - Lack of Authority for Non-Disclosure Agreements

163. PMC restates and incorporates all the allegations in paragraphs 1 to 162.

164. The powers conferred by the General Assembly to the County are set forth in § 49.650, RSMo.

165. The General Assembly has not delegated any authority to the County or the Commission in § 49.650, RSMo or any other statute to enter into Non-Disclosure Agreements.

166. None of the Non-Disclosure Agreements - Exhibit 39 - recite any legal authority for the County or the Commission to enter into the Non-Disclosure Agreements.

167. In entering into the Non-Disclosure Agreements, the County and the Commission acted with a conscious design, intent, or plan to not make the general public aware of the matters considered, discussed, and voted on by the Commission in connection with the Project.

168. In entering into the Non-Disclosure Agreements, the County and the Commission acted with a conscious design, intent, or plan to evade the requirements of the Open Records Law, Chapter 610, RSMo

COUNT XI - Failure of DED to Properly Monitor and Administer the Grant Agreement

169. PMC restates and incorporates all the allegations in paragraphs 1 to 168.

170. DED has the duty imposed by Article IV, § 36(a), Constitution of Missouri to “administer all programs provided by law relating to the promotion of the economy of the state, the economic development of the state, trade and business, and other activities and programs impacting on the economy of the state.”

171. Pursuant to its authority under Article IV, § 36(a), DED entered into the Grant Agreement with the County.

172. “Industrial development projects” administered by DED are subject to the provisions in §§ 100.250 - 100.297, RSMo, including § 100.296.1, RSMo, which requires, *inter alia*, local governments receiving financial assistance to comply with Chapter 610, RSMo.

173. As shown in Counts I - X, the County/Grantee has committed multiple acts of noncompliance and violations of various provisions of “State law” in connection with its performance of the Grant Agreement and the Project.

174. In not complying with and in violating “State law” in connection with its performance of the Grant Agreement and the Project, the County has violated ¶ 15.2 in the Grant Agreement.

175. In its administration of the Grant Agreement, DED has failed to adequately monitor the County/Grantee’s performance of the Grant Agreement.

176. In its administration of the Grant Agreement, DED has failed to take any reasonable action to address the County’s multiple acts of noncompliance and violations of “State law” in connection with its performance of the Grant Agreement and the Project.

177. By failing to adequately monitor the County/Grantee’s performance under the Grant Agreement and failing to take any reasonable action based on the County/Grantee’s multiple acts of noncompliance and violations of “State law,” DED has breached its duties under Article VI, § 36(a) of the Missouri Constitution and §§

100.250 - 100.297, RSMo to adequately and properly monitor and administer the Grant Agreement.

Relief Requested

Plaintiff prays the Court:

A. Enter Judgment on all Counts in favor of Plaintiff and against Defendants;

B. Because the County's actions as alleged in Counts I, II, III, IV, V, and VII constitute violations of the Open Records Law, Plaintiff requests the Court void all actions and votes taken by the Commission during the December 18, 2025, December 29, 2025, January 12, 2026, and February 5, 2026 Commission meetings and enjoin the County and any other person from taking any further action on such voided actions, as provided in § 610.027.5, RSMo;

C. Because the County's actions as alleged in Counts I to X constitute multiple and flagrant violations of "State law," Plaintiff requests the Court order DED: (i) to find the County in violation of the terms of the Grant Agreement, (ii) to terminate the Grant Agreement, and (iii) to clawback all payments made to the County under the Grant Agreement;

D. Because the County's actions as alleged in Counts I, II, III, IV, V, VII, and X constitute knowing or purposeful violations of the Open Records Law or show an intent to violate the Open Records Law, Plaintiff requests the Court assess a civil penalty for each separate violation against the County as provided in § 610.027;

E. Because the County's actions in approving the Plan, Bond Order, and Development Agreement are not based on competent and substantial evidence and are arbitrary, capricious, unreasonable, and unlawful, Plaintiff requests the Court invalidate the Plan, Bond Order, and Development Agreement, and enjoin the County or any other person from taking any further action on the Project and the invalid Plan, Bond Order, and Development Agreement, as authorized by § 536.150, RSMo;

F. Because the County failed to comply with the notice requirement in § 100.059, RSMo as alleged in Count VI, the County's actions in approving the Plan and the subsequent approval of the Bond Order and Development Agreement are unlawful, Plaintiff requests the Court invalidate the Plan, Bond Order, and Development Agreement, and enjoin the County and any other person from taking any further action on the Project and the invalid Plan, Bond Order, and Development Agreement;

G. Award Plaintiff its attorneys' fees and costs as provided in § 610.027; and

H. Award such further relief that the Court deems appropriate.

JEFFERY LAW GROUP, LLC

/s/ Stephen G. Jeffery

Stephen G. Jeffery, MBE 29949
400 Chesterfield Center, Suite 400
Chesterfield, Missouri 63017-4800
(855) 915- 9500 – Toll-Free Phone
E-mail: sjeffery@jefferylawgroup.com

ATTORNEY FOR PLAINTIFF