

RESOLUTION NO. 1503

**RESOLUTION OF OFFICIAL INTENT OF THE CITY COUNCIL
OF THE CITY OF NEVADA, MISSOURI, FOR THE ISSUANCE
OF THE CITY'S INDUSTRIAL DEVELOPMENT REVENUE
BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$960,000 TO FINANCE A PROJECT FOR THE
BENEFIT OF MARETH ENTERPRISES, LLC; AND
AUTHORIZING CERTAIN ACTIONS RELATING THERETO**

WHEREAS, the City of Nevada, Missouri (the "City"), is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, equip and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Mareth Enterprises, LLC, a Missouri limited liability company (the "Company"), is the owner under contract of certain real property located at 1800 North Industrial Parkway, Nevada, Missouri 63901 (the "Project Site"); and

WHEREAS, the Company has requested that the City (a) prepare and approve a plan for an industrial development project involving the acquisition of the Project Site and certain improvements at the Project Site (collectively, the "Project"), (b) issue its industrial development revenue bonds (the "Bonds") to provide funds to pay the costs of the Project, and (c) lease the Project to the Company, all in accordance with and pursuant to the Act; and

WHEREAS, the Bonds would be payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company; and

WHEREAS, the City has determined that it is necessary and desirable to declare the official intent of the City to finance the costs of the Project from the proceeds of the Bonds for such purposes, subject to certain terms and conditions set forth in this Resolution; and

WHEREAS, Section 100.050 of the Act requires the City to prepare a plan in connection with any industrial development project proposed to be undertaken pursuant to the Act; and

WHEREAS, the City desires to engage and retain Development Dynamics, LLC ("Development Dynamics") to prepare a Plan for an Industrial Development Project and Tax and Cost Impact Analysis (the "Plan"); and

WHEREAS, the City desires to engage and retain Armstrong Teasdale LLP ("ATLLP") to act as bond counsel and prepare the necessary documents in connection with the City's issuance of the Bonds; and

WHEREAS, Section 100.059 of the Act requires the City Council, not less than twenty days prior to the Council's approval of the Plan, to provide notice of the proposed project to the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, AS FOLLOWS:

Section 1. Finding of Public Benefit. The City Council hereby finds and determines that the acquisition of the Project will promote the economic well-being and industrial development of the City and the taxing jurisdictions within which the Project is located, and that the issuance of the Bonds to pay the cost of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Declaration of Intent. The City Council hereby declares the intent of the City to:

- (a) issue the Bonds in an aggregate principal amount not to exceed \$960,000 as set forth in the Memorandum of Understanding attached hereto as Exhibit A and incorporated herein by reference (the "Memorandum") to provide funds to finance the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by subsequent resolution or ordinance of the City, subject to the conditions set forth in this Resolution and as set forth in the Memorandum;
- (b) authorize and engage Development Dynamics, as plan consultant, to prepare the Plan;
- (c) authorize and engage ATLLP to serve as bond counsel and to prepare the necessary documents in connection with the City's issuance of the Bonds;
- (d) to effect the foregoing, adopt such resolutions and ordinances authorizing the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 3. Limited Obligations. The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company, as lessee. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

Section 4. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the City Council of a plan for industrial development in accordance with Section 100.050 of the Act, which plan will include a tax and cost impact analysis;
- (b) authorization by ordinance of the City Council;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City, the Company and the purchasers of the Bonds upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, and execution and delivery to the City by the purchaser of the Bonds of an investment representation letter satisfactory to the City; and

(e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

Section 5. Notice to Taxing Jurisdictions. The City Clerk, or designee, shall send a notice to all taxing jurisdictions from which taxable property is included in the Project, which notice shall (a) include a copy of the Plan, (b) state the date that the City Council will first consider approval of the Plan, which date shall be no less than twenty days after such notice is provided to the taxing jurisdictions, and (c) invite such entities to submit comments to the City Council regarding the Plan.

Section 6. Preparation of Documents. Counsel to the City, Armstrong Teasdale LLP, as Bond Counsel, and Development Dynamics, as Plan Consultant, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project, including, but not limited to, the Plan.

Section 7. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 8. Effective Date. This Resolution shall be in full force and effect from and after the date of its adoption.

ADOPTED this 17th day of October, 2017.


Brian L. Leonard, Mayor

Attest:

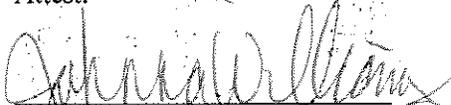

Johanna Williams, Deputy City Clerk

EXHIBIT A
Memorandum of Understanding

(see attached)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**Memorandum**"), dated as of October 17, 2017, by and among MARETH ENTERPRISES, LLC, a Missouri limited liability company (the "**Company**"), and the CITY OF NEVADA, MISSOURI, (the "**City**"), describes the intent of the parties to finance the acquisition, construction, improvement, furnishing and equipping of an industrial development project upon real property at 1800 North Industrial Parkway (the "**Project Site**") in the City of Nevada, Missouri, located within Vernon County.

RECITALS

A. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "**Act**"), to purchase, construct, extend, equip and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

B. The City encourages development in its jurisdiction that enhances both the overall tax base and the services provided to its citizens and supports economic development incentive programs offered at both the state and local level that create jobs and promote investment.

C. The Company is under contract to purchase the Project Site and the facility and improvements located thereon, and desires to extend and improve the Project Site.

D. To facilitate the Company's desires and improvements to the Project Site, the City has offered to work with the Company to secure certain economic development incentives that may be available pursuant to state law (collectively, the "**Incentives**"), including those Incentives arising out of or derived from the Act; provided, however, that the parties acknowledge and agree that the City is not guaranteeing that Company will ever receive any such Incentives.

E. Representatives of the parties hereto have negotiated the business terms of this Memorandum as an expression of intent to proceed with further negotiations. However, except for the confidentiality provisions of Section 6 of this Memorandum, the parties shall not be legally bound hereby, and any legal rights or obligations of the parties shall arise solely out of the subsequent negotiation and execution of agreements between the parties, which have been approved by their authorized representatives. The parties hereto shall not be legally bound to enter into any definitive agreements.

NOW, THEREFORE, the parties intend to negotiate toward entering into legally binding agreements as follows:

1. **Statement of Overall Intent.** The parties hereto intend that the Company will undertake the improvements described below, in exchange for the Incentives. The City shall seek the approval of any other public entities required for the granting of the Incentives in a reasonable time period and shall support the granting of such Incentives.

2. **Company Commitments.** In consideration of the Incentives, the Company intends to make the following commitments:

(a) *Investment.* The Company expects to invest approximately \$960,000 at the Project Site (the “**Project**”).

3. **Incentives.** In consideration of the Company’s intention to make the commitments noted above, the City agrees to provide assistance to secure the Incentives for the Company, subject to law, legislative approvals and appropriate communications with taxing authorities, as follows:

(a) *Real Property Tax Relief.* The City intends to extend real property tax relief to the Company as follows:

- (i) The City will issue Chapter 100 taxable industrial revenue bonds to finance the Project (the “**Bonds**”), which shall be purchased by the Company. The Bonds will be secured solely from revenue generated by the Project and from no other source.
- (ii) The City will take an ownership interest in the Project, thus making the Project exempt from taxation. The City will then lease the Project to the Company (the “**Lease**”). Commencing on the City’s ownership of the Project and continuing through the lease period, the Project will be 100% exempt from the ad valorem real property taxes that would have been paid on the Project, but for the City’s ownership thereof for a period of ten (10) years beginning on January 1, 2018. No later than December 31, 2027, the Lease will terminate and the Project will be re-conveyed to the Company.
- (iii) The City and the Company will negotiate the terms and other conditions of the Bonds in conformance with the intent of this Memorandum, the Act, and applicable law, including, but not limited to, the following provisions: (A) the Company will be responsible for all maintenance and insurance costs, taxes attributable to those improvements existing on the Project Site prior to commencement of the Project, if any, payments in lieu of taxes, if any, and all costs related to the operation of the Project during the time the City owns or has an ownership interest therein; and (B) the Company will hold the City harmless to the extent reasonable and customary under such documentation.
- (iv) In the event the Company fails to complete the Project, the City reserves the right to terminate the Lease and the Bonds issued to

finance said Project, to reduce the tax relief granted pursuant to this subsection (a) in proportion to the degree to which the Project is incomplete, or to take any other action reasonably appropriate to reduce the Incentives granted with respect to said Project.

4. Costs of Issuance. The Company shall be responsible for all reasonable and customary costs of issuance of the Bonds pursuant to the Act and other Incentives, including attorneys' fees, administrative fees, and reasonable and customary-related expenses; including, but not limited to the following:

- Issuance fee to City (0.5% of Bond principal amount)
- City Attorney fees
- Bond Counsel fees
- Plan Consultant fees
- Trustee fees
- Company Counsel fees

Additionally, the parties agree to enter into a Preliminary Funding Agreement ("**Preliminary Funding Agreement**") that will outline the required payments of fees and costs in connection with the negotiation, preparation, and issuance of the Bonds and Incentives. The City's obligations and performance in connection with the Incentives and Project are subject to and conditioned upon the Company entering into and executing the Preliminary Funding Agreement and performing thereunder.

5. Corporate and Legislative Approvals. The mutual statements of intent herein are subject to negotiation of the terms of the Incentives acceptable to all parties, legislative approval of the City, approvals by other legislative bodies as required by law and approval by the authorized representatives of the Company.

6. Confidentiality. To the extent permitted by law, the parties agree that each will treat in confidence this Memorandum and all documents, materials and other information which each party shall have obtained during the course of the negotiations leading up to, and its performance of, this Memorandum ("**Confidential Information**"). The Confidential Information shall not be communicated to any third party, including the media, without providing advance notice to the non-disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information which (i) may become available to a party from a source other than the other party's counsel or representatives, (ii) is or becomes available to the public other than as a result of disclosure by one of the parties or their agents, (iii) is required to be disclosed under applicable law, by a regulatory agency, administrative process or judicial process, but only to the extent it must be disclosed and notice of the required disclosure is provided to the non-disclosing party prior to any disclosure to allow the non-disclosing party to comment thereon and/or to seek a protective order or similar relief, or (iv) a party reasonably deems it necessary to disclose in order to obtain any of the consents or approvals contemplated hereby, provided the disclosing party instructs the recipient of the confidentiality obligations hereunder. The parties further agree to take appropriate action by instruction, agreement or otherwise with its employees who are permitted access to the Confidential Information to notify them of the obligations hereunder.

7. Cooperation. The parties will cooperate with each other in securing the Incentives and will share in the responsibilities associated with approving the Project and issuing the Company Bonds.

8. Indemnity. The Company agrees to indemnify and hold harmless the City from and against any claim, lawsuit, judgment or penalty arising from the transactions described herein and the Incentives contemplated above, including, without limitation, all attorneys' fees incurred in defending same.

9. Execution in Counterparts. This Memorandum may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

10. Non-Binding. Representatives of the parties hereto have negotiated the business terms of this Memorandum as an expression of intent to proceed with further negotiations. This Memorandum is solely intended to reflect the intent of the parties and is not intended to be a contract binding on any party hereto, including the City. The parties acknowledge the terms and conditions of this Memorandum and that the foregoing shall not be binding unless and until the City and the Company have entered into and executed a fully negotiated Performance Agreement.

[The remainder of this page is intentionally left blank – signature page(s) to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

CITY OF NEVADA, MISSOURI

By: JD Kehrman

Name: [Signature]

Title: City Manager

[SEAL]

ATTEST:

[Signature]
City Clerk

MARETH ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

CITY OF NEVADA, MISSOURI

By: JD Kehrman

Name: [Signature]

Title: City Manager

[SEAL]

ATTEST

[Signature]
City Clerk

MARETH ENTERPRISES, LLC

By: Lewis Gray

Name: [Signature]

Title: COO

PRELIMINARY FUNDING AGREEMENT

THIS PRELIMINARY FUNDING AGREEMENT ("Agreement") is made and entered into as of the 27 day of Oct, 2017, by and between the CITY OF NEVADA, MISSOURI, a third-class city organized and existing under the laws of the State of Missouri (the "City") and MARETH ENTERPRISES, LLC, a Missouri limited liability company (the "Company").

RECITALS

- A. Pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended, the Company desires to submit a proposal (the "Proposal") for a project for industrial development ("Project") in the City of Nevada.
- B. The City desires to explore the feasibility of implementing the Proposal.
- C. Subject to the terms of this Agreement, the City desires the Company to assist the City in considering the Proposal by advancing funds to the City to allow the City to pay certain costs the City will incur in connection with the Proposal; and the Company has agreed to advance such funds in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Advance Funds. Subject to the terms of this Agreement, the Company agrees to pay to the City within five (5) business days of the execution of this Agreement a payment of Thirty Thousand Dollars (\$30,000.00) to be used as preliminary funding in connection with the consideration by the City of the Proposal (the "Preliminary Funds"). The City shall use the Preliminary Funds as a source of payment of actual costs incurred by the City, on or after October 1, 2017, for legal fees, administrative services, economic development consulting services and planning services rendered in connection with evaluating and considering the Proposal, negotiating, preparing and implementing this Agreement and any agreements or documents related to the Proposal including any ordinances and other activities and documentation related to the foregoing (collectively, the "Development Activities").

2. Disbursement. The City shall use and disburse the Preliminary Funds as necessary to pay the actual fees and expenses incurred by the City in connection with the Development Activities, including without limitation, the fees and expenses of legal counsel and economic development consultants.

3. Repayment of Preliminary Funds. Notwithstanding anything to the contrary herein, if the City does not adopt or approve the Proposal or any Development Activities submitted by the Company in connection therewith or if the City and the Company do not execute any agreement applicable thereto, the City shall have no obligation to refund any

Preliminary Funds to the Company, except as provided in Section 5 hereof to the extent of any excess funds remaining after the payment of expenses of the City.

4. Record Keeping. The City shall require itemized invoices by its attorneys and consultants for work performed on Development Activities, consistent with its normal operations. The City shall use reasonable care in ascertaining that all amounts billed as Development Activities are fair and reasonable, consistent with its normal operations. Upon reasonable request of the Company, the City shall provide reasonable documentation that the City has used the Preliminary Funds to pay for actual costs of Development Activities incurred by City, provided, however, that City shall not be obligated to provide copies of any legal invoices, and the City may redact and shall not be obligated to disclose any information that reflects attorney-client communications, privileged or confidential communications, work product materials or items that qualify as closed records under Sections 610.010 to 610.200 of the Revised Statutes of Missouri, as amended.

5. Right of Termination. If the initial advance of Preliminary Funds has been disbursed or committed to be used by City and the Company has not, within fifteen (15) business days after the City gives notice thereof, advanced additional Preliminary Funds in an amount sufficient (as determined by the City in its reasonable discretion) to complete the Development Activities, or if the City rejects or otherwise elects to terminate further consideration of implementation of the Proposal or any Development Activities with the Company, which the City shall have and retain the absolute right to do in its sole and absolute discretion, the City shall have the right to terminate this Agreement, whereupon the City shall refund the balance of the Preliminary Funds remaining after ascertainment and payment by the City of all fees and expenses incurred by the City in connection with Development Activities.

6. No Third Party Beneficiaries. The parties hereby agree that this Agreement shall be a contract solely between the City and the Company and that no third party shall have any beneficial interest in or derived from this Agreement.

7. Notices. All notices and correspondence hereunder shall be in writing and shall be delivered by (a) hand delivery, (b) email transmission followed by a confirmatory notice sent in another manner permitted hereunder, or (c) first class mail, postage prepaid and certified, to the parties as set forth below:

If to the Company:

Mareth Enterprises, LLC
200 Washington Ave., Suite 4
Purdy, Missouri 65734
Attn: Lewis Gray, Chief Operations Officer
Email: lewis.gray@purdygenesis.com

With a copy to:

Randall, Masri & Randall, P.C.
405 E. Broadway Street
Monett, Missouri 65708

Attn: Jim Randall
Email: _____

If to the City:
City of Nevada
110 S. Ash St.
Nevada, Missouri 64772
Attn: City Manager
Email: jdkehrman@nevadamo.gov

With a copy to:
McCaffree Law Firm
128 1/2 W. Walnut
Nevada, Missouri 64772
Attn: William McCaffree
Email: wmccaffree@gmail.com

8. Miscellaneous.

a. Governing Law; Counterparts. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri; and may be signed in counterparts.

b. Severability. If any provision(s) of this Agreement is illegal or unenforceable, then the remainder of this Agreement shall not be affected thereby and shall be enforced as if such provision were not contained herein.

c. No Waiver. Failure of either party to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

d. Assignment; Successors and Assigns. This Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

e. Representations and Warranties. The parties hereby represent and warrant that they have full right and authority to execute and deliver this Agreement; and that this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be. The parties further represent and warrant that no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and that this Agreement is valid, binding and enforceable against such party in accordance with its terms.

f. Limitation of Liability. Notwithstanding any provision herein to the contrary, the City, its officers, agents, employees and representatives shall not be liable to the Company for damages or otherwise if this Agreement, the plan for industrial

development or any agreement entered into by the City in connection with the Project is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction (as to which all rights of appeal have expired or have been exhausted), and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Company is prevented from enjoying the rights and privileges contemplated hereunder.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

COMPANY:

Mareth Enterprises, LLC

By: Lew Gray

Name: Lewis Gray

Title: COO

CITY:

City of Nevada, Missouri

By: J.D. Kehrman

Name: J.D. Kehrman

Title: City Manager

**CITY OF NEVADA, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(MARETH ENTERPRISES, LLC PROJECT)
SERIES 2017**

**TENTATIVE SCHEDULE OF EVENTS
(As of October 19, 2017)**

Statu s	Date	Event	Responsible Party
X	10/12/17	Finalize Preliminary Funding Agreement, Term Sheet, and Tentative Schedule of Events	AT
X	10/13/17	Distribute Inducement Resolution for City Council meeting	AT
X	10/17/17	City Council meeting: <ul style="list-style-type: none"> • Overview of Project • Adopt Inducement Resolution authorizing preparation of Plan for Industrial Development and Tax Impact Analysis, approving Memorandum of Understanding, approving Preliminary Funding Agreement, approving Development Dynamics, LLC as plan consultant, and approve Armstrong Teasdale LLP as bond counsel 	ALL
	10/23/17	Distribute initial draft of Plan for Industrial Development and Tax Impact Analysis	DD
	10/25/17	Distribute initial drafts of Bond Documents	AT
	10/26/17	Provide comments on initial draft of Plan for Industrial Development and Tax Impact Analysis	ALL
	10/30/17	Distribute revised draft of Plan for Industrial Development and Tax Impact Analysis	DD
	10/31/17	Provide comments on revised draft of Plan for Industrial Development and Tax Impact Analysis	ALL
	10/31/17	Finalize Plan for Industrial Development and Tax Impact Analysis	DD
	11/1/17	Distribute Notice & Plan for Industrial Development and Tax Impact Analysis to Taxing Districts	CITY or AT
	11/2/17	Provide comments on initial drafts of Bond Documents	ALL
	11/7/17	Distribute revised drafts of Bond Documents	AT
	11/10/17	Provide comments on revised drafts of Bond Documents	ALL
	11/15/17	Finalize Bond Documents	AT
	11/21/17	City Council meeting: <ul style="list-style-type: none"> • First Reading of Ordinance approving Plan for 	CITY

Industrial Development and Cost-Benefit Analysis

- First Reading of Ordinance approving Bond Documents

12/1/17	Distribute initial drafts of Closing Documents	AT
12/5/17	City Council Meeting: <ul style="list-style-type: none"> • Final Passage of Ordinance approving Plan for Industrial Development and Tax Impact Analysis • Final Passage of Ordinance approving Bond Documents 	CITY
On or after 12/6/17	Real Estate Transaction Closing	COMPANY
12/8/17	Provide comments on initial drafts of Closing Documents	ALL
12/12/17	Distribute revised drafts of Closing Documents	AT
12/14/17	Provide comments on revised drafts of Closing Documents	ALL
12/15/17	Finalize Closing Documents	AT
On or before 12/27/17	Close Chapter 100 Transaction	ALL

Working Group:	CITY:	City of Nevada, Missouri
	WGM:	William G. McCaffree, McCaffree Law Firm, City Attorney
	COMPANY:	Mareth Enterprises, LLC
	RMR:	Randall, Masri & Randall, P.C., Company's Counsel
	AT:	Armstrong Teasdale LLP, Bond Counsel
	DD:	Development Dynamics, Plan Consultant