

## PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of the [ ] day of [ ] 2024 (the “**Effective Date**”) by and between the **CITY OF KANSAS CITY**, a Missouri municipal corporation (the “**City**”) and **EVERGY MISSOURI WEST, INC.**, a Delaware corporation, including its successors and assignees (the “**Developer**”). City and Developer are also referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

**WHEREAS**, the City desires to improve air quality and overall health of Kansas City residents and visitors and for people throughout the region through reduction in carbon emissions; and

**WHEREAS**, a solar array would create a sustainable energy source with zero carbon emissions; and

**WHEREAS**, the City desires to ensure Kansas City and the region has enough energy supply to support future projected growth but also a reliable and resilient grid with redundant power production facilities in the region; and

**WHEREAS**, the City and Developer mutually agree on a goal to maintain affordable energy rates; and

**WHEREAS**, on September 22, 2022, the City issued an RFP for the development of a solar photovoltaic (PV) Project of up to 500 MW within the interior boundaries of the Kansas City International Airport (MCI) property located in northwest Kansas City, Platte County, Missouri (the “**Project**”); and

**WHEREAS**, on February 8, 2023, 816 Solar Consortium, led by Developer, submitted a response to the RFP; and

**WHEREAS**, in response to the City’s request for a short-term development proposal to the RFP, Developer submitted a Phase I proposal on June 16, 2023; and

**WHEREAS**, based on Developer’s proposal potentially offering the greatest benefit to the Kansas City region, the City recommended selection of Developer on August 6, 2023 to implement the Project; and

**WHEREAS**, the Parties wish to enter into an agreement for Developer to permit, engineer, design, fabricate, purchase, transport, install, operate, and maintain the Project; and

**WHEREAS**, Developer anticipates the Project will result in substantial active construction jobs during development; and

**WHEREAS**, the City and Developer intend to enter into future agreements, including, but not limited to, an Option and Lease Agreement, which may provide additional obligations and benefits for both Parties related to the Project; and

**WHEREAS**, the City and Developer now desire to enter into this Agreement for the purpose of setting forth initial covenants, agreements, and obligations of the Parties to make possible the Project.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

## **ARTICLE I**

### **GENERAL PROVISIONS, DEFINITIONS & EXHIBITS**

**Section 1.01. Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

**Section 1.02. Scope of Agreement.** The purpose of this Agreement is to provide a coordinated and clear outline of the material obligations contemplated by the City and Developer to be included in one or more final agreement to be negotiated in good faith by the Parties, including the incentives necessary to complete the Project. These terms and conditions set forth in this Agreement are those of major significance for the negotiation of definitive agreements and should not be construed as an exhaustive listing of the terms and conditions of the definitive agreements for the Project and should not be construed by any Party as being an agreement or an offer to enter into an agreement or a legally binding transaction for the construction and completion of the Project.

**Section 1.03. Defined Terms.**

"10% Design Date" means the date at which the 10% design is complete as necessary for grid interconnection application with the Southwest Power Pool.

"Airport" means the Kansas City International Airport, located in northwest Kansas City, Platte County, Missouri.

"Airport Property" means the property depicted in Exhibit A.

"Airport Requirements" means those Project development, construction and operation requirements, restrictions, and conditions as identified and documented by the Airport or any applicable local, state, or federal agency associated with the Airport operations and regulations.

"Bonds" means industrial development bonds issued for the Project pursuant to §§ 100.010 RSMo.

"Certificate of Convenience and Necessity" means a final and non-appealable approval to construct, own, and operate the Project as required by the Missouri Public Service Commission pursuant to Missouri Revised Statutes 393.170.2 and 393.170.3 and Missouri Public Service Commission Rule at 20 CSR 4240-20.045 with terms and conditions satisfactory to Developer.

“Code” means the Code of Ordinances, City of Kansas City, Missouri.

“Development Site” means the area of approximately 2000 acres across Airport Property as shown on Exhibit B and within the following tracts:

All sections are contained within Township 52 North (T52N), Range 34 West (R34W) and located on Kansas City International Airport (MCI) property owned in fee simple by the City.

Section 7 (Portion of Southeast  $\frac{1}{4}$  Section, East of Interstate 435)

Section 8 (Whole Section)

Section 17 (Portion of West  $\frac{1}{2}$  Section)

Section 18 (Portion of East  $\frac{1}{2}$  Section, East of Interstate 435)

Section 19 (Portion of East  $\frac{1}{2}$  Section, East of Interstate 435)

Section 20 (Portion of Northwest  $\frac{1}{4}$  Section)

Section 29 (Portion of South  $\frac{1}{2}$  Section)

Section 30 (Southeast  $\frac{1}{4}$  Section)

Section 31 (Portion of North  $\frac{1}{2}$  Section, East of Interstate 435)

Section 32 (North  $\frac{1}{2}$  Section and Portion of Southeast  $\frac{1}{4}$  Section)

Section 33 (North  $\frac{1}{2}$  Section and Southwest  $\frac{1}{4}$  Section)

“Generator Interconnection Request” is the submission by Developer of the new generation interconnection for the Project to be filed with the SPP Generator Interconnection Department under the SPP Open Access Transmission Tariff during an SPP open window application period for review, validation, study, and analysis of the impacts to the SPP system resulting from a connection of the Project to the SPP electrical grid.

“Incentives” means the financial incentives which may include a tax abatement, sales tax exemption on construction materials, in whole or in part, of real property taxes and sales taxes, the capture and redirection of certain tax revenues, tax credits, or such combination of the foregoing as the City Council and PIEA may elect to extend to the development project.

“Industrial Development Plan” means an industrial development plan as provided in §§ 100.010 RSMo.

“Lease Option” means an Option and Lease Agreement between the City and Developer for lease of certain real property located in Platte County, Missouri to Developer for the development and operation of the Project, currently being negotiated by City and Developer.

“Outside Commercial Operation Date” means the latest final date that the Project will enter into service in the Southwest Power Pool grid.

“Project” means a utility scale solar PV project designed to generate at least 175 MWac and up to 500 MWac, pending a detailed buildable area analysis, within the exterior boundaries of the Airport property located on Airport Property.

“Project Improvements” means Project improvements which include enabling utility improvements, surface grading and embankment, limited tree clearing and grubbing, installation of solar panels, bases and/or supports, vehicle access roads and maintenance ways, below ground and/or above ground transmission and distribution line infrastructure, installation of perimeter fencing for security and wildlife control, and if necessary, on-airport substation improvements.

“SPP” means the Southwest Power Pool, Inc, or its successors or assigns.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

#### Section 2.01 City Representations and Warranties.

- A. **Organization, Authorization.** The City (1) is a constitutionally chartered city validly existing under the laws of the State of Missouri; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.
- B. **Effect on Prior Agreements.** The execution and delivery of this Agreement, the ultimate consummation of the transactions contemplated by this Agreement, and the performance of, or compliance with, the terms and conditions identified in this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.
- C. **Litigation.** To the best knowledge of the City, there is no action, threatened or pending, against the City, which would prevent or impair the City’s performance requirements identified hereunder.
- D. **Warranty.** The City represents and warrants to the Developer that the foregoing items (A), (B) and (C) are true, accurate and complete as of the Effective Date and agrees that upon closing of any definitive agreements contemplated by this Agreement, the City shall confirm that the foregoing items (A), (B) and (C) shall be accurate, true and complete as of the Closing Date of such transaction.

## **Section 2.02 Developer Representations and Warranties.**

- A. **Organization, Authorization.** The Developer (1) is a Delaware Corporation validly existing under the laws of the State of Delaware; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out the identified obligations stated herein; and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.
- B. **Prior Agreements.** The execution and delivery of this Agreement, the ultimate consummation of the proposed transactions contemplated hereby, and the fulfillment of the terms or conditions hereof do not and will not conflict with or result in a breach of any terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- C. **Litigation.** To the best knowledge of Developer, there is no action, threatened or pending, against the Developer which would prevent or impair the Developer's performance identified herein.
- D. **Warranty.** The Developer represents and warrants to the City that the foregoing items (A), (B) and (C) are true, accurate and complete as of the Effective Date and agrees that upon closing of any definitive agreements contemplated by this Pre-Development Agreement, the Developer shall confirm that the foregoing items (A), (B) and (C) shall be accurate, true and complete as of the Closing Date of such transaction.

## **ARTICLE III**

### **THE DEVELOPMENT PROJECT**

**Section 3.01. Lease.** No later than January 30, 2025 the Parties intend to execute a Option and Lease Agreement which is currently subject to negotiation by the Parties.

**Section 3.02. Construction, operations.** Concurrent with the submittal for approval of the applicable state agency to the Developer of the project as described in this Section 3.02A(e), the Parties intend to execute further agreements specifying terms related to the construction and operation of the Project. Such future agreements shall contain the following terms:

- A. The Developer shall:
  - a. Execute a 10% design package for the contemplated Project, consistent with a level of detail necessary to apply for Interconnection with the Southwest Power Pool within twelve (12) months of the execution of this Agreement.

- b. Provide a Generator Interconnection Request to the Southwest Power Pool for the Project.
  - c. Assist in the completion of an assessment of the Development Site and Project structures and filing of appropriate documentation pursuant to the rules and regulations of the National Environmental Policy Act and Federal Aviation Administration.
  - d. Provide the Project Site for evaluation and use as part of the Developer's portfolio of utility scale solar projects.
  - e. Seek (with the reasonable cooperation of the City) all necessary local, state, and federal government agency approvals, permits, licenses, or agreements required to build and operate the Project, with any such final and non-appealable certificates, permit, approvals or agreements granted by such agency in a form and substance with terms and conditions reasonable to Developer, in consultation with the City.
  - f. Upon application with the applicable local, state or federal agencies, select an Outside Commercial Operation date.
  - g. Upon approval from the relevant agencies (including, but not limited to, the Southwest Power Pool and the granting of a Certificate of Convenience and Necessity from the Missouri Public Service Commission), begin construction of the Project and Project Improvement within twelve (12) months of receipt of the last required non-appealable approval.
  - h. In addition to the main project, Developer and City will work in good faith to agree on a small demonstration project to be constructed and visible on Airport Property by May 1, 2026. The small demonstration project will also be included in the development of communication and/or marketing materials as contemplated in section 3.02A(j).
  - i. Maintain the Project for a period of 30 years plus an option for two seven (7) year renewable lease terms.
  - j. In cooperation with the City, develop a public-facing co-branded communication and/or marketing of the Project.
- B. The Project Improvements shall be owned by the City and leased to the Developer.
  - C. Developer shall have sole responsibility for ensuring that at least 175 MWac and up to 500 MWac of electricity be generated from the Project at commercial operation.
  - D. Developer shall maintain the Project Improvements for a period of 30 years plus an option for two seven (7) year renewable lease term extensions.

**Section 3.03. Incentives.** Developer shall, with the assistance of the Economic Development Corporation of Kansas City, prepare an Industrial Development Plan, which shall provide tax abatement for the Project Improvements not already tax exempt, for consideration by the City Council. The City Manager agrees to support the provision of sales tax exemption on construction material for the Project, subject to Missouri law and, if necessary, Department of Economic Development approval.

## ARTICLE IV

### ADDITIONAL OBLIGATIONS OF THE PARTIES

**Section 4.01. Developer Obligations.** Developer agrees to undertake and complete the following:

- A. **Incentive Applications.** Within 90 days of execution of this Agreement, Developer shall file an application with the Economic Development Corporation of Kansas City for an Industrial Development Plan for the Project. Furthermore, the Developer will support the City, Airport, and any applicable agencies, to assist them with applications for assistance programs outlined in Exhibit D.
- B. **Affordability.** Developer and the City will make a good faith effort to ensure that the construction of the Project will minimize the rate impact to utility customers in the applicable service territories. Project design and construction will utilize good utility practice, and the Developer will support the pursuit of the applicable incentives as outlined in Exhibit D in order to further minimize the impact to energy rates for customers.
- C. **Private Capital.** The Developer will be responsible for financing the Project and Project Improvements.
- D. **Infrastructure Design.** Developer agrees to coordinate for, and solely bear the cost of, the design for the Project Improvements. Developer or its designee shall consult with the City on the design of the Project Improvements and shall present to City its 10% design referenced in Section 3.02(A)(a) within 360 days of the Effective Date of this Agreement for City approval. The Developer shall not begin construction without prior written approval of the City.
- E. **Other Contracting Program Requirements.** Developer agrees to comply with all applicable state and federal laws with respect to the improvements, including but not limited to prompt pay, (bonding, OSHA 10-hour certifications,) E-Verify, and prevailing wage. Developer further agrees to comply with City Code Provisions applicable to the construction of the improvements including, without limitation, Affirmative Action, Code Chapter 3, Article IV, Division 1, and Prevailing Wage, Code Chapter 3, Article IV, Division 5, for the Projects.

In accordance with Code Chapter 3, Article IV, Division 2 and 3, Developer will cooperate with the director of the Civil Rights and Equal Opportunity Department (CREO) to establish reasonable workforce and subcontractor goals, including those for minority and

women business participation, and make good faith efforts to meet those goals. If Developer is unable to meet the MWBE goals, Developer may avail itself of the policies and procedures provided in the Code for the request of a waiver or modification of goals or determination of good faith efforts. The Parties agree that, as provided in Code section 3-423, if the Project becomes subject to any state requirements for minority or women business enterprise participation or federal disadvantaged business enterprise participation (“DBE” or “SBE”), those requirements supersede the City’s MBE/WBE requirements.

F. **Airport Requirements.** The Project is located on Kansas City International Airport property, and as a result is subject to additional requirements, including those set out in Exhibit C (“Airport Required Terms and Conditions”). Developer agrees to comply with all applicable Airport Requirements with respect to the Project and negotiate any additional agreements with the Airport in good faith with mutually acceptable and commercially reasonable terms and conditions; provided that Airport Requirements do not cause a materially adverse impact to the Project. In the event that the Airport Requirements are found to cause a materially adverse impact to the Project, the City and Developer shall work together to develop a path forward in compliance with mutual goals, legal and Certificate of Convenience and Necessity requirements, and applicable state and federal regulations governing the Airport and the Developer as a regulated electric utility and the Project, as a Developer electric generation resource. The Airport Required Terms and Conditions, set out in Exhibit C, are hereby incorporated into this Pre-Development Agreement.

**Section 4.02. City Obligations.** City agrees, subject to all applicable laws and regulations, to undertake and complete the following:

- A. **Incentive Applications.** Within 90 days of execution of this Agreement, City and any other applicable agencies will draft an Industrial Development Plan. Furthermore, the City, and any applicable agencies, with assistance from the Developer, will apply for assistance programs outlined in Exhibit D.
- B. **Further Cooperation.** Upon a complete application by the Developer, City Manager or their designee will request the City Council grant the approvals necessary to create community improvement district formations under the authority of Sections 67.1401 to 67.1571 of the Missouri Revised Statutes, or transportation development district formations under the authority of Sections 238.200 to 238.280 of the Missouri Revised Statutes.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 No Tax Representations or Warranties.** The Parties hereby agree that neither the Developer nor the City is making any representations or warranties to the other about the tax treatment, implications or treatment of the transactions contemplated in this Agreement. The City does not agree to offset, credit or pay to the Developer any amount for any loss of benefit



anticipated by the Developer in the event that any sales tax exemptions are denied by third parties or by an order of a court.

**Section 5.2 Determination of Liability.** If sales taxes are due and owing under the terms of this Agreement, then Developer shall cooperate with City and shall provide City and any third party charged with enforcement of the state's sales tax laws and regulations access to such records as Developer is obligated to retain for the purpose of enabling City or third party to determine, with reasonable certainty, the amount of sales taxes due and owing and shall remit such sums as directed by City or third party within thirty (30) days of the determination. In the event that Developer fails to retain the records or otherwise fails to provide access to the same for the purposes contemplated herein, City or third party shall have the right, using commercially reasonable efforts, to estimate the sales tax liability and Developer shall be bound by such estimate, absent manifest error.

**Section 5.3 Records Retention.** Developer shall retain all records related to the sale of, and its purchase of, construction materials for a period of no less than three (3) years following the date of sale or such longer term as may be required pursuant to the terms of any subsequent agreements executed by the City and the Developer in connection with the Bonds.

**Section 5.4 Extension of Time of Performance.** Developer shall be entitled to a reasonable extension of the time of performance under this Agreement, the length of which shall be determined by the City Manager, for delays to its performance that are in no way the fault or responsibility of Developer; provided, however, that no such extension shall be granted unless a written request, setting forth in detail the grounds therefor, is received by the City Manager within a reasonable amount of time following the events giving rise to such alleged delay. The City Manager shall not unreasonably withhold its consent should the Developer seek an extension. Notwithstanding the foregoing, no extension of time extending the 10% Design Date or Outside Commercial Operation Date of the Project by more than six (6) months shall be granted without City Council approval.

**Section 5.6 Notices.** All notices shall be sent either by certified mail, return receipt requested, personal messenger or overnight delivery via a reputable overnight delivery service. Any notice sent by (a) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States Mail; (b) personal messenger shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service addressed as specified below:

If to City:

Office of City Manager  
City of Kansas City, Missouri  
Attn: Melissa Kozakiewicz  
414 East 12th Street, 29th Floor  
Kansas City, Missouri 64106

With a copy to: Law Department  
City of Kansas City, Missouri  
Attn: City Attorney  
414 East 12th Street, 28th Floor  
Kansas City, Missouri 64106

And a copy to: Finance Department  
City of Kansas City, Missouri  
Attn: Tammy Queen, Finance Director  
414 E. 12th Street, 3rd Floor  
Kansas City, Missouri, 64106

And a copy to: Kansas City Aviation Department  
Attn: Director's Office  
601 Brasilia  
Kansas City, Missouri, 64153

If to the Developer: Evergy Missouri West, Inc.  
Attn: Jason Humphrey, Vice President  
Development  
1200 Main Street, Floor 31  
Kansas City, MO 64105  
Email: Jason.Humphrey@evergy.com

With a copy to: Evergy, Inc. - Legal Dept  
Attn: Lance Miller, Corporate Counsel  
1200 Main Street  
Kansas City, MO 64105  
Email: Lance.Miller@evergy.com

Such address may be changed by a Party by giving the other Party ten (10) days' notice of such change in writing.

**Section 5.7 Assignments.** This Agreement may not be assigned by Developer without the prior written consent of City, which consent may be granted, denied or conditioned in the sole discretion of City; provided, however, the City shall not unreasonably withhold its consent should the Developer seek to assign this Agreement to a subsidiary or affiliate of Developer.

**Section 5.8 Further Actions.** The City and Developer acknowledge that this Agreement contemplates the execution of further agreements, that the objectives of this Agreement necessitate such further agreements being executed. City and Developer agree to negotiation in good faith to enter into necessary future definitive agreements. The Parties agree that, except where modification is authorized in this Agreement or it is otherwise contrary to law, all other agreements and other documents to be executed by the Parties to effectuate the transactions contemplated in this Agreement shall be consistent with the terms and conditions of this Agreement unless otherwise mutually agreed by the Parties.

**Section 5.9 Severability.** If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall (except to the extent such result is clearly unreasonable) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 5.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**Section 5.11 Venue.** Any lawsuit, action, or proceeding arising under this shall, to the extent there is federal jurisdiction over the Parties and subject matter, be brought exclusively in either the federal courts of the United States located in the Western District of Missouri or the circuit court of Jackson County, Missouri at Kansas City.

**Section 5.12 Negation of Partnership.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

**Section 5.13 Conflict of Terms.** It is the intention of the City and the Developer that if any provision of this Agreement is capable of two constructions, one of which would render this provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

**Section 5.14 No Waiver.** No failure on the part of the City or the Developer to enforce any covenant or provision contained in the Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other party to enforce the same in the event of any subsequent default.

*[Remainder of Page Intentionally Left Blank - Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF KANSAS CITY, MISSOURI**

By:

Name:

Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EVERGY MISSOURI WEST, INC.**

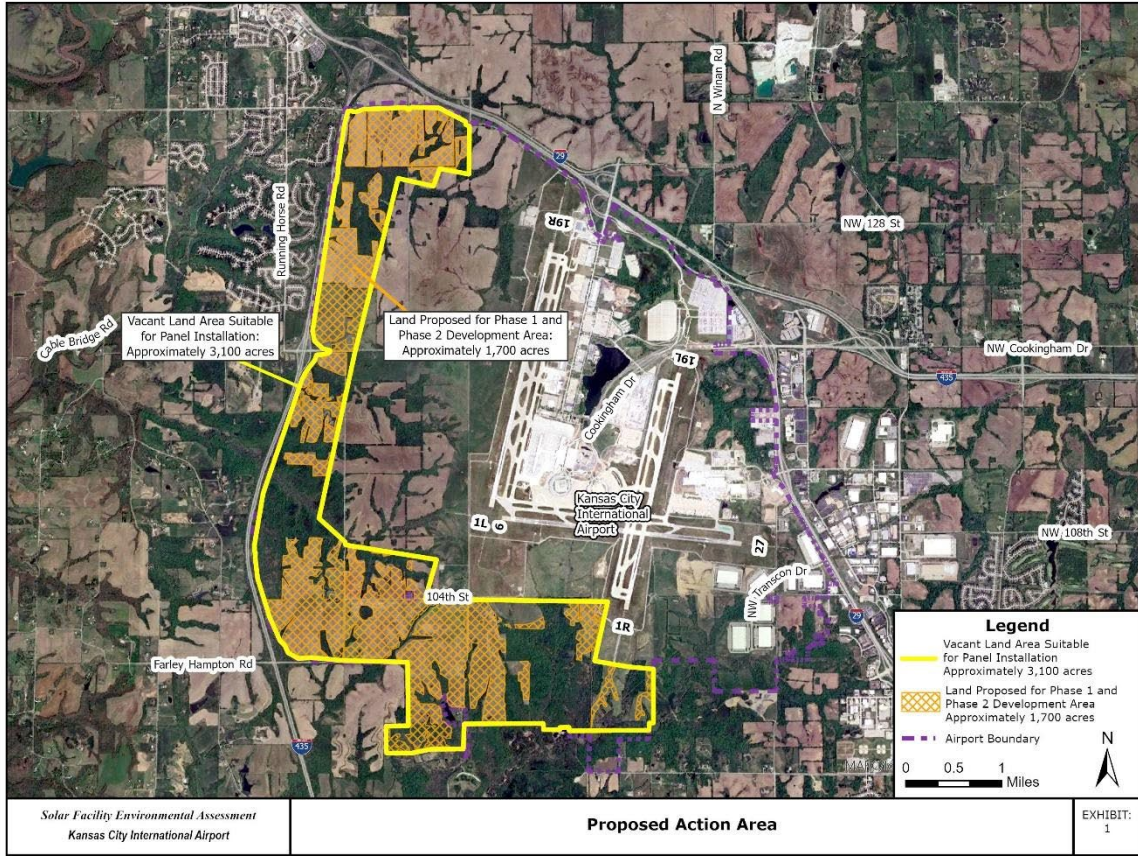
By:

Name:

Title:

## Exhibit A

# Exhibit B



## Exhibit C

### Airport Required Terms and Conditions

**SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.**

Changes in contract performance or source of funding may result in the application of additional provisions. The term Developer, for purposes of Exhibit C, shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors granted rights under this Pre-development Agreement. The term "Contract" may be used interchangeably with "Pre-development Agreement". The terms "Company" and "Contractor" may be used interchangeably with "Developer" and may allude to a contracting party for non-property-based grants of authority.

**SECTION 2. COMPLIANCE WITH APPLICABLE LAW.** By executing this Contract, the Developer affirms that the Developer and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this Agreement and attached to this Contract. Developer shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

**SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION 4. SCOPE OF WORK LIMITED.** This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations up to and including voiding this Contract and any obligations of the City to pay for services provided under the terms of this Agreement. Any modifications to this Agreement, including rendering sections null and void, must be specifically identified in future agreements. Except as otherwise provided by law, without such specific identification, all applicable Contract sections will remain enforceable.

**SECTION 5. ACCESS TO RECORDS.** The Developer must maintain an acceptable cost accounting system. The Developer agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Developer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Developer agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

**SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its Airport program, the Developer agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Developer assigns or transfers its obligation to another,

the assignee or transferee is obligated in the same manner as the Developer. The above provision obligates the Developer from the proposal solicitation period through the completion of the Project.

## **SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A. TITLE VI Solicitation Notice**

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### **B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Contract, the Developer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Developer”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take



reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

### **C. Compliance with Nondiscrimination requirements.**

During the performance of this contract, the Developer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Developer”) agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its Airport program, the Developer will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Developer, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and agreements of equipment. The Developer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Developer for work to be performed under a subcontract, including procurements of materials, or agreements of equipment, each potential subcontractor or supplier will be notified by the Developer of the Developer’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Developer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kansas City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Developer is in the exclusive possession of another who fails or refuses to furnish the information, the Developer will so certify to the City of Kansas City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Developer’s noncompliance with the non-discrimination provisions of this Contract, the City of Kansas City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Developer under the Contract until the Developer complies; and/or
  - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Developer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Developer will take action with respect to any subcontract or procurement as the City of Kansas City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Developer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Developer may request the City of Kansas City to enter into any litigation to protect the interests of the City of Kansas City. In addition, the Developer may request the United States to enter into the litigation to protect the interests of the United States.

7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages

**SECTION 8. RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Developer agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required.

**SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS.** This Contract shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the Airport, including grant agreements.

This Contract and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

Developer agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Developer, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached and Developer fails to promptly remove such offending structure or object upon notification, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Developer.

Developer, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Developer.

Developer acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

**SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP**

A. The Developer for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise

be subjected to discrimination, (3) that the Developer will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to rights to use airport property, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the Contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Contract had never been made or issued.

C. RESERVED.

## **SECTION 11. [RESERVED]**

**SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY.** Developer will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Developer shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Developer shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Developer is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Developer is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Developer agrees to be bound by and follow Airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Developer shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Developer that Developer is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Developer, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing Airport security, and in addition to any other remedies available hereunder, Developer shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Developer in writing of any claimed violations so as to permit Developer an opportunity to participate in any investigation or proceedings.

**SECTION 13. RESERVATIONS.** The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Developer and without interference or inference. If further developments by the City are pursued, such developments shall be conducted in accordance with all provisions in the Lease Option, including reimbursement to the Developer for any adverse financial or operational impacts to the Developer.

The City reserves the right but shall not be obligated to Developer to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Developer in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

## Exhibit D

1. Straight Up Solar - Federal Incentives
  - <https://straightupsolar.com/residential/missouri-incentives/>
  - Deadline: Rolling
  - Overview: support solar growth by increasing and extending this federal tax incentive for 10 years! Receive 30% of the full system cost back as a credit against your total tax liability for the year your system was installed. This tax credit is 30% for systems 'placed in service' between January 1, 2022 and December 31, 2032.
2. US EPA – Solar for All
  - <https://www.epa.gov/greenhouse-gas-reduction-fund/solar-all>
  - Deadline: Will be announced in Summer 2024
  - Overview: Programs that will create new or expand existing low-income solar programs, which will enable over 900,000 households in low-income and disadvantaged communities to benefit from distributed solar energy.
3. US EPA - National Clean Investment Fund (NCIF)
  - <https://www.epa.gov/greenhouse-gas-reduction-fund/national-clean-investment-fund>
  - Deadline: Will be announced in Summer 2024
  - Overview: Projects that will establish national clean financing institutions that deliver accessible, affordable financing for clean technology projects nationwide, partnering with private-sector investors, developers, community organizations, and others to deploy projects, mobilize private capital at scale, and enable millions of Americans to benefit from the program through energy bill savings, cleaner air, job creation, and more.
4. US EPA - Clean Communities Investment Accelerator
  - <https://www.epa.gov/greenhouse-gas-reduction-fund/clean-communities-investment-accelerator>
  - Deadline: Will be announced in Summer 2024
  - Overview: Projects that will establish hubs that provide funding and technical assistance to community lenders working in low-income and disadvantaged communities, providing an immediate pathway to deploy projects in those communities while also building capacity of hundreds of community lenders to finance projects for years
5. Solar Power Purchase Agreement (PPA)
  - <https://www.seia.org/research-resources/solar-power-purchase-agreements>
  - A solar power purchase agreement (PPA) is a financial agreement where a developer arranges for the design, permitting, financing and installation of a solar energy system on a customer's property at little to no cost. The developer sells the power generated to the host customer at a fixed rate that is typically lower than the local utility's retail rate.
6. Energy Efficiency and Conservation Block Grant (EECBG) Program
  - <https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program>

- The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency
7. Global Infrastructure Partners (GIP)
    - <https://www.global-infra.com/responsible-investing/>
    - GIP invests in infrastructure assets, including renewable energy projects. They have a track record of investing in airport infrastructure, making them a potential partner for solar panel projects at airports.
  8. Rockefeller Foundation
    - <https://www.rockefellerfoundation.org/insights/perspective/unlocking-clean-energy-incentives-for-underserved-communities/>
    - While there is not a current grant or loan program for the topic, the foundation is known for funding innovative and impactful projects and supports sustainable energy initiatives globally. Their focus on scalable solutions makes them a suitable candidate for funding airport solar projects.
  9. Solar Energy Industries Association (SEIA)
    - While not a direct funder, SEIA is a national trade association that can connect airports with private investors and funding opportunities for solar energy projects. <https://www.seia.org/initiatives-advocacy>
  10. Macquarie Infrastructure and Real Assets (MIRA)
    - Invests in infrastructure projects, including renewable energy. They have significant experience in funding large-scale projects and could be an excellent partner for solar initiatives at airports. <https://www.macquarie.com/us/en/about/company/macquarie-asset-management/general-public/capabilities/green-investments.html>
  11. USDA Rural Utilities Service Electric Program
    - <http://www.rd.usda.gov/about-rd/agencies/rural-utilities-service>
    - Operating as a loan and loan guarantee service, the RUSE program finances the construction, transmission, and generation of renewable energy systems, among others. While not open to individuals, corporates, states, territories, municipalities, people’s utility districts and nonprofits are able to apply. The amount available depends on the specific loan application.
  12. USDOE SolSmart
    - <https://www.energy.gov/eere/solar/solsmart-funding-program>
    - SolSmart is a national recognition and technical assistance program for local governments, which seeks to drive greater solar deployment and make it possible for more American homes and businesses to access affordable and renewable solar energy to meet their electricity needs. The program also provides technical assistance and shares best practices with communities seeking national recognition for cutting red tape and improving local solar market conditions.
  13. Missouri Department of Natural Resources (DNR) - Energy Loan Program
    - <https://dnr.mo.gov/energy/grants-loans/loan-program>

- This program offers loans and grants to public entities, including public-owned airport facilities, to implement energy-saving projects such as solar panel installations. This program aims to reduce energy costs and promote energy efficiency across Missouri.
14. MO Clean Energy Development Board (CEDB)
- <https://www.stlouis-mo.gov/government/departments/sldc/boards/Clean-Energy-Development-Board.cfm>
  - These local boards provide Property Assessed Clean Energy (PACE) financing, which can help airports fund renewable energy projects, including solar panel installations, by offering long-term financing options.
15. Evergy Solar Rebates
- <https://www.evergy.com/smart-energy/renewable-resources>
  - Airports in Kansas City may be eligible for rebates from Evergy, the local utility company, for installing solar panels. These rebates can significantly offset the initial costs of solar installations.